

GRAND JUNCTION REGIONAL AIRPORT



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

BOARD PACKET

February 21, 2023

Grand Junction Regional Airport Authority



Date: February 21, 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/85393548348?pwd=WCsxaGV3dERiZTdFN1JqR0VUMjBWUT09>

Time: 11:30 AM

REGULAR MEETING AGENDA

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. January 17, 2023 Meeting Minutes _____ 1
 - Approve the January 17, 2023 Board Meeting Minutes.
- B. Purchase of 3 new ARFF turn outs _____ 2
 - Approve the purchase of Aircraft Rescue and Firefighting (ARFF) turnouts for

\$10,590 and authorize the Executive Director or the Board Chairman to sign the related purchase documents.

- C. Retaining Wall and Twin Tee Repairs _____ 3
 - Approve staff to execute the proposed contract with FCI Constructors, Inc. to stabilize the retaining wall near passenger boarding gate 6, and to repair the damaged concrete twin tees in the adjacent vicinity.
- D. Lease Assignment and Consent to Lease Assignment –R&L of GJ Investments, LLC and S2, LLC _____ 4
 - Consent to assignment of Ground Lease from R&L of GJ Investments, LLC to S2, LLC, and authorize the Executive Director to consent to the assignment.

VII. Action

- A. Resolution No. 2023-003 Appoint Budget Officer and Treasurer _____ 5
 - Adopt Resolution No. 2023-003 to appoint Travis Boyd as the Budget Officer and Treasurer.
- B. Recommendation of Award Architect and Engineering Services _____ 6
 - Select Gensler to provide Architect and Engineering Services and authorize Executive Director to execute a five-year agreement.
- C. Kelly Trucking, Inc. Change Order No. 1 – AIP 72 _____ 7
 - Approve Change Orders No. 1 to the Kelley Trucking Inc. contract totaling \$53.30 for adjusted work including: Adjusting Grading and Drainage Earthwork from schedule 1-3 to include schedule 4 and authorize the Executive Director to sign the change order.
- D. Kelly Trucking, Inc. Change Order No. 1 – AIP 76 _____ 8
 - Approve Change Order No. 1 to the Kelley Trucking Inc. contract totaling \$1,728,781.26 for adjusted work including: Adjusting Grading and Drainage Earthwork from a portion of schedule 5 to include into schedule 4 and authorize the Executive Director to sign the change order.
- E. Mead & Hunt Task Order #11 for Runway 12/30 Relocation FY 2022 Grading and Drainage Support _____ 9
 - Approve Mead & Hunt Task Order #11 for \$298,450 for Preconstruction Services and Construction Administration associated with the FY 2022 Grading and Drainage construction project and authorize the Executive Director to sign the Task order.
- F. Garver Work Order No. 9 Amendment for Services on Runway Grading and Drainage Construction Coordination for Schedules 4 and 5A. _____ 10
 - Approve Garver Work Order No. 9 Amendment No. 1 increasing total costs by \$40,800 for adjusted Program Manager work including schedule 5A Grading and

drainage items to be for the Runway Grading and Drainage construction project and authorize the Executive Director to sign the amendment.

- G. Mead & Hunt Task Order #12 for Runway 12/30 Relocation Program Amending Task Order #7 and #8 and adding Aeronautical Obstruction Survey Scope. _____ 11
- Approve Mead & Hunt Task Order #12 for a fee of \$124,945 and amending Task Order #7 FAA NAVAID Support reducing by (\$35,463) and Task Order #8 FAA NAVAID Relocation Design Coordination reducing by (\$25,986), to allow for aeronautical obstruction survey and authorize the Executive Director to sign the Task order.
- H. FAA Agreement For Transfer of Entitlements _____ 12
- Approve the FAA Agreement For Transfer of Entitlements to transfer \$1,000,000 of FY 2023 Federal Funds from Grand Junction Regional Airport to Aspen-Pitkin County Airport to reimburse Pitkin County for \$1,000,000 of FY 2021 Federal Funds they transferred to the Grand Junction Regional Airport Authority.
- I. Resolution No. 2023-004: CDOT Aeronautics Division Grant Number 23-GJT-01____ 13
- Approve CDOT Grant Award Letter No. 23-GJT-01 for \$4,470,000 Runway 4/22 and Connector Taxiway Rehabilitation – Pavement & Lighting and authorize the Executive Director to sign.
- J. Resolution No. 2023-005: Colorado State Infrastructure Bank Loan Agreement ____ 14
- Adopt Resolution No. 2023-005 to authorize the Executive Director to finalize a loan agreement with the State of Colorado for execution by the Board Chairman.
- K. United Companies Notice of Award and Construction Contract Approval – Airfield Pavement Rehabilitation for Runway 4-22 and Terminal Parking lot construction____ 15
- Approve the Notice of Award to United Companies the contract agreement for \$7,137,281.50 for the Airfield Pavement Rehabilitation for Runway 4-22, and taxiway connectors as well as Terminal Parking lot construction and Employee Parking Expansion; and authorize the Executive Director to sign the notice of award, contract documents, and any applicable notices to proceed.
- L. Garver Work Order No. 1 for Runway 4-22 Rehabilitation Construction _____ 16
- Approve Garver Work Order No. 1 for \$245,700 for Runway 4-22 Rehabilitation Construction Administration Services and authorize the Executive Director to sign the Work Order.
- M. Garver Work Order No. 2 for Terminal and Employee Parking Lot Construction ____ 17
- Approve Garver Work Order No. 2 for \$261,100 for Terminal and Employee Parking Lot Construction Administration Services and authorize the Executive Director to sign the Work Order.

VIII. Discussion

- A. Prefunding Design for Runway 12-30 Paving (Colin Bible)
- B. 2023 Goals

IX. Staff Reports

- A. Executive Director Report (Angela Padalecki)
- B. Finance and Activity Report (Travis Boyd) _____ 18
- C. Capital Improvement Plan Update (Colin Bible)

X. Any other business which may come before the Board

XI. Executive Session

- A. Executive Session for the purpose of considering personnel matters as authorized by Colorado Revised Statute Section 24-6-402(4)(f), specifically including the Executive Director’s annual review, employment contract, and personal leave.

XII. Adjournment



Grand Junction Regional Airport Authority Board
Regular Board Meeting
Meeting Minutes
January 17, 2023

REGULAR BOARD MEETING

I. Call to Order

Mr. Tom Benton, Board Chairman, called the Meeting of the Grand Junction Regional Airport Authority Board to order at 11:30 AM on January 17, 2023 in Grand Junction, Colorado and in the County of Mesa. The meeting was hosted in the 3rd floor conference room as well as electronically.

<p><u>Commissioners Present:</u> Tom Benton (Chairman) Clay Tufly (Vice Chairman) Ron Velarde Thaddeus Shrader Linde Marshall</p> <p><u>Airport Staff:</u> Angela Padalecki (Executive Director) Dan Reimer (Counsel) Dylan Heberlein Shelagh Flesch Ben Peck Cameron Reece (Clerk)</p>	<p><u>Guests:</u> Jeremy Lee, Mead and Hunt Brad Rolf, Mead and Hunt Colin Bible, Garver Travis Boyd, GJRAA Shawn Stratton, GJRAA Fred Suevel, CAF Kent Taylor, CAF</p>
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II. Pledge of Allegiance

III. Approval of Agenda

Commissioner Shrader made a motion to approve the January 17, 2023 Board Agenda. Commissioner Tufly seconded the motion. Voice Vote: All Ayes; motion carries.

IV. Commissioner Comments

Commissioner Tufly commented on a Grand Junction Airshow update. Blue Angel #7 flew in for their initial visit for the upcoming airshow on October 14th and 15th of 2023. Commissioner Tufly also commented that CAF will be flying their TBM at the airshow.

Commissioner Benton commented and thanked operations staff for keeping the airport running so smoothly.

Commissioner Marshall commented for her support of newly appointed Commissioner Reitz and that he will be an asset for the board.

V. Citizen Comments

No Citizen Comments were made

VI. Consent Agenda

A. December 13, 2022 Meeting Minutes

Approval of December 13, 2022 Board Meeting Minutes

Commissioner Tufly made a motion to approve the Consent Agenda. Commissioner Velarde seconded the motion. Voice Vote: All Ayes; motion carries.

VII. Action

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

Commissioner Marshall made a motion to 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). Commissioner Shrader seconded the motion. Roll Call Vote: Commissioner Shrader, yes; Commissioner Tufly, yes; Commissioner Benton, yes; Commissioner Velarde, yes; and Commissioner Marshall, yes. The motion carries.

B. 2023 Officer and Committee Appointments

Approval of 2023 Officer and Committee Appointments

Commissioner Marshall nominated Commissioner Benton as Chairman. Commissioner Shrader seconded the nomination. Commissioner Tufly made a motion for the chairman nominations to close. Commissioner Velarde seconded the motion. Voice Vote: All Ayes; motion carries.

Commissioner Tufly made a motion to elect Commissioner Benton as Chairman. Commissioner Marshall seconded the motion. Voice Vote: All Ayes; motion carries.

Commissioner Velarde nominated Commissioner Tufly as Vice-Chairman. Commissioner Shrader seconded the nomination. Commissioner Marshall made a motion for the Vice-Chairman nominations to close. Commissioner Shrader seconded the motion. Voice Vote: All Ayes; motion

carries. Commissioner Shrader made a motion to elect Commissioner Tufly as Vice-Chairman. Commissioner Velarde seconded the motion. Voice Vote: All Ayes; motion carries.

Commissioners will nominate the Treasurer at the February 2023 Board meeting.

Commissioner Shrader nominated Cameron Reece as Clerk. Commissioner Velarde seconded the nomination. Commissioner Velarde made a motion for the Clerk nominations to close. Commissioner Tufly seconded the motion. Voice Vote: All Ayes; motion carries. Commissioner Marshall made a motion to elect Cameron Reece as Clerk. Commissioner Shrader seconded the motion. Voice Vote: All Ayes; motion carries.

Resulting 2023 Officers:

Chairman – Tom Benton

Vice Chairman – Clay Tufly

Treasurer – Nomination moved to February 21, 2023

Clerk – Cameron Reece

Commissioner Marshall made a motion to approve 2023 Officer appointments. Commissioner Velarde seconded the motion. Voice Vote: All Ayes; motion carries.

2023 Committees:

Executive Committee – Tom Benton (Chair), Clay Tufly (Vice-Chair)

Finance and Audit Committee – Clay Tufly (Chair), Ron Velarde, Drew Armstrong, and Sarah Menge.

Commissioner Shrader made a motion to approve 2023 committee appointments. Commissioner Marshall seconded the motion. Voice Vote: All Ayes; motion carries.

C. Resolution No. 2023-002 –Participation in the Colorado Local Government Liquid Asset Trust

Adopt Resolution No. 2023-002 Authorizing Participation in the Colorado Local Government Liquid Asset Trust (COLOTRUST).

Commissioner Tufly made a motion to Adopt Resolution No. 2023-002 Authorizing Participation in the Colorado Local Government Liquid Asset Trust (COLOTRUST). Commissioner Shrader seconded the motion. Roll Call Vote: Commissioner Shrader, yes; Commissioner Tufly, yes; Commissioner Benton, yes; Commissioner Velarde, yes, and Commissioner Marshall, yes. The motion carries.

D. Recommendation of Award Runway 11/29 Replacement Engineer

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

Commissioner Marshall made a motion to select Mead & Hunt to provide Runway 11/29 Replacement Engineering Services and authorize Executive Director to execute a five-year agreement. Commissioner Velarde seconded the motion. Voice Vote: All Ayes; motion carries.

E. Recommendation of Award Airport On-Call Engineering Services

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

Commissioner Velarde made a motion to select Garver to provide Airport On-Call Engineering Services and authorize Executive Director to execute a five-year agreement with Garver. Commissioner Tufly seconded the motion. Voice Vote: All Ayes; motion carries.

F. 2023 Airport Improvement Program Supplemental Funding Grant Applications

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).

Commissioner Shrader made a motion to 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). Commissioner Tufly seconded the motion. Voice Vote: All Ayes; motion carries

VIII. Staff Reports

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

IX. Any other business which may come before the Board

X. Adjournment

The meeting adjourned at approximately 12:57pm

Audio recording of the complete meeting can be found at https://qjairport.com/Board_Meetings

Tom Benton, Board Chairman

ATTEST:

Cameron Reece, Clerk to the Board

Grand Junction Regional Airport Authority
Agenda Item Summary

TOPIC:	Purchase of 3 new ARFF turn outs		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Approve the purchase of Aircraft Rescue and Firefighting (ARFF) turnouts for \$10,590 and authorize the Executive Director or the Board Chairman to sign the related purchase documents.		
SUMMARY:	Operations needs to replace three ARFF turnouts for staff. ARFF turnouts are an essential form of personal protective equipment (PPE) and FAA regulations mandate replacement every five years. Three team members have turnouts that expire this year.		
REVIEWED BY:	Executive Director		
FISCAL IMPACT:	Budgeted operating expense of \$10,590		
ATTACHMENTS:	Equipment Quotation		
STAFF CONTACT:	Dylan Heberlein dheberlein@gairport.com 970-248-8596		



10373 W. 6th Avenue
Lakewood, CO 80215
Scott Compton cell 303-919-3701

Department
COMMERCIAL

Sales Order Number	
1042SC	
DELIVERY METHOD:	
<input type="checkbox"/>	SALESPERSON
<input type="checkbox"/>	OUR TRUCK
<input checked="" type="checkbox"/>	UPS
<input type="checkbox"/>	DIRECT
<input type="checkbox"/>	CUSTOMER PICKUP

Customer:	Grand Junction Airport - ARFF
	2828 Walker Field Dr.
	Grand Junction, CO 81506 Chief Hainer

Ship To:	
	Same Location

SALESMAN	CUSTOMER PHONE #	CUSTOMER PO#	ORDER DATE	ACCOUNT #	EMAIL:
S. Compton	970.986.9273				chainer@gjairport.com

PART NUMBER	DESCRIPTION	QTY	MSRP	UNIT PRICE	TOTAL	SHIP	B/O
FXR COAT	FireDex Coat- FXR Tec-Gen Black, Core CXP, Stedair 4000, L/Y Triple Trim NYC Style, Radio Pocket & Mic Tab LC, Survivor Light Holder w/ Helmet Snap RC, American Flag RS Stars Forward, Semi-Bellows Pockets w/ lined hand pocket, Zipper In/ Velcro out	3	\$4,472.00	\$1,995.00	\$5,985.00		
FXR PANT	FireDex Pant- FXR Tec-Gen Black, Core CXP. Stedair 4000, L/Y Triple Trim around cuffs, Padded Knees, Zipper In/ Velcro Out, Kevlar Belt, H-Back Padded Suspenders, Reverse Boot Cut Heel	3	\$3,276.00	\$1,495.00	\$4,485.00		
	Shipping & Handling	1		\$120.00	\$120.00		
Price Good Until 3/1/23	Order Not to Exceed \$10,590.00			TAX EXEMPT	\$0.00		
CUSTOMER SIGNATURE:					TOTAL:	\$10,590.00	

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Retaining Wall and Twin Tee Repairs
PURPOSE:	Information <input type="checkbox"/> Guidance <input type="checkbox"/> Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Approve the proposed agreement with FCI Constructors, Inc. to stabilize the retaining wall near passenger boarding gate 6, and to repair the damaged concrete twin tees in the adjacent vicinity, and authorize the Executive Director or the Board Chairman to sign the contract.
SUMMARY:	<p>In March 2022, the board authorized staff to contract with Knott Laboratory, LLC to perform a structural analysis of movement observed around the retaining wall near passenger boarding gate 6. During Knott Laboratory's investigation they observed cracking in several twin tees near the retaining wall. Temporary supports were installed until a permanent fix could be designed and installed. Knott Laboratory has since completed construction repair plan sets that were then given to FCI to price. FCI solicited pricing for both repairs from three subcontractors.</p> <p>The proposed contract with FCI has a gross maximum price of \$99,521 and was previously budgeted for as a 2022 non-AIP project. The proposed repairs were pushed forward into the 2023 non-AIP project budget. These costs exclude an owner contingency – staff proposes carrying a 10% contingency of the gross maximum price for the project, for a total project budget of \$109,473.</p>
REVIEWED BY:	Executive Director and Legal Counsel
FISCAL IMPACT:	Budgeted capital expense of \$109,473
ATTACHMENTS:	FCI Contract
STAFF CONTACT:	Ben Peck Office: 970.248.8589 Email: bpeck@gairport.com



AIA[®] Document A133[®] – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 16th day of February in the year 2023
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Grand Junction Regional Airport
2828 Walker Field Drive
Grand Junction, CO 81506

and the Construction Manager:
(Name, legal status, address, and other information)

FCI Constructors, Inc.
P.O. Box 1767
Grand Junction, CO 81502

for the following Project:
(Name, location, and detailed description)

Precast Tee & Retaining Wall Repairs
Grand Junction Regional Airport
282 Walker Field Drive
Grand Junction, CO 81506

The Architect:
(Name, legal status, address, and other information)

Knott Laboratory, LLC
7185 South Tucson Way
Centennial, Colorado 80112

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION**
- 2 GENERAL PROVISIONS**
- 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES**
- 4 OWNER'S RESPONSIBILITIES**
- 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES**
- 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES**
- 7 COST OF THE WORK FOR CONSTRUCTION PHASE**
- 8 DISCOUNTS, REBATES, AND REFUNDS**
- 9 SUBCONTRACTS AND OTHER AGREEMENTS**
- 10 ACCOUNTING RECORDS**
- 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES**
- 12 DISPUTE RESOLUTION**
- 13 TERMINATION OR SUSPENSION**
- 14 MISCELLANEOUS PROVISIONS**
- 15 SCOPE OF THE AGREEMENT**

- EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT**
- EXHIBIT B INSURANCE AND BONDS**

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

See Exhibit B: drawing dated 11.22.2022 by Knott Laboratory, LLC

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Structural repairs to existing double tees and retaining walls

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

See Exhibit A, GMP Estimate dated 12.2.2022

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

.2 Construction commencement date:

Immediately upon NTP after Board approval

.3 Substantial Completion date or dates:

Sixty days from the date set forth in Section 1.1.4.2, above

.4 Other milestone dates:

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:

(Identify any requirements for fast-track scheduling or phased construction.)

NA

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

NA

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere.)

NA

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:

(List name, address, and other contact information.)

Angela Padalecki – GJRA Executive Director
2828 Walker Field Drive
Grand Junction, CO 81506
apadalecki@gjairport.com
(O) 970-244-9100

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

(List name, address and other contact information.)

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

NA

.2 Civil Engineer:

NA

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Stanley C. Stoll,
CEO, Principal Engineer
Knott Laboratory, LLC
7185 South Tucson Way
Centennial, Colorado 80112
(O) 303-925-1900 (C) 970-640-5928

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Brian Young - Project Manager
P.O. Box 1767
Grand Junction, CO 81502
byoung@fciol.com
(O) 970-434-9093 (C) 970-433-1598

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

NA

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

NA

§ 1.1.15 Other Initial Information on which this Agreement is based:

NA

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's

anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the

Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

NA

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties.

The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

NA

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

NA

Individual or Position

Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within xxxxx (xx) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager’s compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager’s invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Insert rate of monthly or annual interest agreed upon.)

8% per annum

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager’s performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager’s Fee.

§ 6.1.2 The Construction Manager’s Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager’s Fee.)

Construction Manager’s Fee of Seven percent (7%) shall be applied to the Guaranteed Maximum Price (GMP) and converted to a lump sum at the time of execution of the A133 Exhibit A - Guaranteed Maximum Price Amendment.

§ 6.1.3 The method of adjustment of the Construction Manager’s Fee for changes in the Work:

Construction Manager’s Fee for additive Change Orders shall be calculated at the rate of Seven percent (7%). Any changes reducing the GMP, shall not be subject to a reduction in the Construction Manager’s Fee.

§ 6.1.4 Limitations, if any, on a Subcontractor’s overhead and profit for increases in the cost of its portion of the Work:

Subcontractors limited to 15% markup for overhead and profit on changes to the scope of the work.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed Ninety percent (90%) of the standard rental rate paid at the place of the Project and be billed at the fixed rates as provided in Attachment No. 1 – FCI Owned Equipment Rental Rate Sheet.

§ 6.1.6

(Paragraph Deleted)

Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

Any savings below the Guaranteed Maximum Price shall revert 100% to the Owner and 0% to the Construction Manager.

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to “cost” and “fee,” and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” shall mean the Construction Manager’s Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner’s prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner’s prior approval, at off-site workshops. Rates to be billed according to the billable rates noted in Attachment No. 2 – FCI Billable Rates Sheet.

§ 7.2.2 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when stationed at the site and performing Work, with the Owner’s prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:
(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

NA

§ 7.2.3 Wages and salaries of the Construction Manager’s supervisory or administrative personnel engaged at the Construction Manager’s home office, factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3. This labor burden is equal to sixty-eight (68%) and applies only to FCI-furnished labor.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner’s property at the completion of the Work or, at the Owner’s option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner’s prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager’s site office, including general office equipment and supplies.

Init.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal and mediation costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the Twenty-fifth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201-2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's

Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner’s auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent (5.0%)

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

General Conditions, Bonds, Insurance

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

NA

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner’s audit and reconciliation, upon Substantial Completion.)

Upon completion of the Owner’s audit and reconciliation, upon substantial completion.

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner’s prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201-2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201-2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201-2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

8% per annum

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

NA

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

(Paragraph Deleted)

Litigation in a court of competent jurisdiction

(Paragraph Deleted)

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience

Init.

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and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner’s convenience.)

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term “profit” shall be understood to mean the Construction Manager’s Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$1,000,000.00) for each occurrence and Two Million Dollars and Zero Cents (\$2,000,000.00) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million Dollars and Zero Cents (\$1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One Million Dollars and Zero Cents (\$1,000,000.00) each accident, One Million Dollars and Zero Cents (\$1,000,000.00) each employee, and One Million Dollars and Zero Cents (\$1,000,000.00) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars and Zero Cents (\$1,000,000.00) per claim and Two Million Dollars and Zero Cents (\$2,000,000.00) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
NA	

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™-2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:

1. Small Tools, Consumables and FCI Rental Rates - Construction Manager will provide to the project a full stock of most commonly used small tools (tools worth less than \$1000; drills, saws, screw guns, brooms, wheel barrows, shovels, etc.). These tools will be furnished at no cost to the project but should one need replaced, it will be a direct cost to the project. Consumables such as drill bits, saw blades, powder actuated loads, winter fuel fittings and hose, oxygen, acetylene, etc. will be a direct cost to the project. Construction

- Manager's specialty tools and tools over \$1000 in value will be rented out to the project at a rate at least ten percent (10%) less than any available rental source (see attached FCI Constructors, Inc. Standardized Rental Rates). Tool rent is only to be charged for the time the tool is in use and reasonably required on the job site. Construction Manager tool rental is subject to Owner audit at any time.
2. The Construction Manager agrees to provide submittals consisting of samples, colors, product specifications and details; the Construction Manager is not responsible to provide architectural or engineering design details not indicated in the contract documents except to demonstrate compliance with current design or to support the design professionals in resolving details.
 3. The Owner agrees to be responsible for applying for utility installations and for clarifying and modifying the Construction Documents as required by all approving authorities. The Contractor agrees to aid the Owner in coordinating with the public utility companies for the timely installation of all utility installations. The Contractor will not be responsible for any delays caused by the owner or his agents nor by the approving authorities or public utility companies. The completion date of the work is subject to release of all permits and the installation of all public utilities so as not to delay the progress of construction. These dates should be included in the contract time.
 4. Sensitive Security Information: In performing the Work, Construction Manager may have access to certain information called Sensitive Security Information ("SSI"), which is protected by federal statutes and regulations. Construction Manager may also create and maintain records that contain SSI. Construction Manager and subcontractors 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, Construction Manager 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. Construction Manager shall take all appropriate measures to protect such information that may come into its possession as a result of this Agreement.
 5. Colorado Open Records Act: Construction Manager acknowledges that the Owner is subject to the provisions of the Colorado Open Records Act, Colorado Revised Statutes §24-72-201 et seq., and Construction Manager agrees that it will fully cooperate with the Owner in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which Construction Manager asserts is confidential and exempt from disclosure. Any other provision of this Agreement notwithstanding, including exhibits, attachments, and other documents incorporated into this Agreement by reference, all materials, records, and information provided by Construction Manager to the Owner shall be considered confidential by Construction Manager only to the extent provided in the Colorado Open Records Act, and Construction Manager agrees that any disclosure of information by the Owner consistent with the provisions of the Colorado Open Records Act shall result in no liability of the Owner. To the extent not prohibited by federal law, this Agreement is subject to public release through the Colorado Open Records Act.
 6. 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.
 7. Subordination: This Agreement shall be subordinate to the provisions of any existing or future agreements between the Owner 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 Grand Junction Regional Airport Authority Bond Resolution and, in the event of a conflict between this Agreement and the Bond Resolution, the Bond Resolution shall control.
 8. Federal Contract Provisions: In addition to the clauses set forth herein, the Federal Contract Provisions of the annexed Appendix 1 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 Appendix 1 shall refer to the Construction Manager. In the event of conflict between the terms and conditions of Appendix 1 and the body of this Agreement, the term and conditions of Appendix 1 shall control. In the event the Federal Aviation Administration changes any of the Federal Contract Provisions, the Parties shall incorporate the change in an amendment hereto.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™–2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

NA

.6 Other Exhibits:
(Paragraph Deleted)

Appendix 1 – Federal Contract Provisions

AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

- Exhibit A: GMP Estimate dated 12.02.2022
- Exhibit B: Stamped drawings dated 01.31.2023 by Knott Laboratory, LLC
- Exhibit C: Rental Rate Sheet
- Exhibit D: Purchasing and Procurement Policy dated 08.20.2019

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)



CONSTRUCTION MANAGER *(Signature)*

Clay Marshall, CFO
(Printed name and title)

Init.

Additions and Deletions Report for AIA® Document A133® – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:39:02 ET on 02/16/2023.

PAGE 1

AGREEMENT made as of the 16th day of February in the year 2023

...

Grand Junction Regional Airport
2828 Walker Field Drive
Grand Junction, CO 81506

...

FCI Constructors, Inc.
P.O. Box 1767
Grand Junction, CO 81502

...

Precast Tee & Retaining Wall Repairs
Grand Junction Regional Airport
282 Walker Field Drive
Grand Junction, CO 81506

...

Knott Laboratory, LLC
7185 South Tucson Way
Centennial, Colorado 80112

PAGE 2

TABLE OF ARTICLES

...

See Exhibit B: drawing dated 11.22.2022 by Knott Laboratory, LLC

...

Structural repairs to existing double tees and retaining walls

PAGE 3

See Exhibit A, GMP Estimate dated 12.2.2022

...

Immediately upon NTP after Board approval

...

Sixty days from the date set forth in Section 1.1.4.2, above

...

NA

...

NA

...

NA

...

Angela Padalecki – GJRA Executive Director
2828 Walker Field Drive
Grand Junction, CO 81506
apadalecki@gjairport.com
(O) 970-244-9100

PAGE 4

NA

...

NA

...

Stanley C. Stoll,
CEO, Principal Engineer
Knott Laboratory, LLC
7185 South Tucson Way
Centennial, Colorado 80112
(O) 303-925-1900 (C) 970-640-5928

...

Brian Young - Project Manager
P.O. Box 1767
Grand Junction, CO 81502
byoung@fciol.com
(O) 970-434-9093 (C) 970-433-1598

...

NA

...

NA

...

NA

PAGE 7

NA

PAGE 10

NA

PAGE 11

NA

...

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within ~~xxxxx~~ (xx) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

...

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...

8% per annum

...

Construction Manager's Fee of Seven percent (7%) shall be applied to the Guaranteed Maximum Price (GMP) and converted to a lump sum at the time of execution of the A133 Exhibit A - Guaranteed Maximum Price

...

Amendment.

...

Construction Manager's Fee for additive Change Orders shall be calculated at the rate of Seven percent (7%). Any changes reducing the GMP, shall not be subject to a reduction in the Construction Manager's Fee.

...

Subcontractors limited to 15% markup for overhead and profit on changes to the scope of the work.

...

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed Ninety percent (90%) of the standard rental rate paid at the place of the ~~Project~~ Project and be billed at the fixed rates as provided in Attachment No. 1 – FCI Owned Equipment Rental Rate Sheet.

...

§ 6.1.6 ~~Liquidated damages, if any:~~

...

(Insert terms and conditions for liquidated damages, if any.)

...

~~§ 6.1.7 Other:~~

PAGE 12

Any savings below the Guaranteed Maximum Price shall revert 100% to the Owner and 0% to the Construction Manager.

...

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

...

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops. Rates to be billed according to the billable rates noted in Attachment No. 2 – FCI Billable Rates Sheet.

PAGE 13

NA

...

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at the Construction Manager's home office, factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

...

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3. This labor burden is equal to sixty-eight (68%) and applies only to FCI-furnished labor.

PAGE 14

~~§ 7.6.9 Legal, mediation and arbitration~~ Legal and mediation costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

PAGE 17

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the Twenty-fifth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

PAGE 18

Five Percent (5.0%)

...

General Conditions, Bonds, Insurance

...

NA

...

Upon completion of the Owner's audit and reconciliation, upon substantial completion.

PAGE 20

8% per annum

...

NA

...

~~Arbitration pursuant to Article 15 of AIA Document A201 - 2017~~

...

Litigation in a court of competent jurisdiction

...

~~Other: (Specify)~~

PAGE 22

§ 14.3.1.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$1,000,000.00) for each occurrence and Two Million Dollars and Zero Cents (\$2,000,000.00) in the aggregate for bodily injury and property damage.

...

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million Dollars and Zero Cents (\$1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, ~~maintenaneee-~~ maintenance, and use of those motor vehicles, along with any other statutorily required automobile coverage.

PAGE 23

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One Million Dollars and Zero Cents (\$1,000,000.00) each accident, One Million Dollars and Zero Cents (\$1,000,000.00) each employee, and One Million Dollars and Zero Cents (\$1,000,000.00) policy limit.

...

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars and Zero Cents (\$1,000,000.00) per claim and Two Million Dollars and Zero Cents (\$2,000,000.00) in the aggregate.

...

NA

1. Small Tools, Consumables and FCI Rental Rates - Construction Manager will provide to the project a full stock of most commonly used small tools (tools worth less than \$1000: drills, saws, screw guns, brooms, wheel barrows, shovels, etc.). These tools will be furnished at no cost to the project but should one need replaced, it will be a direct cost to the project. Consumables such as drill bits, saw blades, powder actuated loads, winter fuel fittings and hose, oxygen, acetylene, etc. will be a direct cost to the project. Construction Manager's specialty tools and tools over \$1000 in value will be rented out to the project at a rate at least ten percent (10%) less than any available rental source (see attached FCI Constructors, Inc. Standardized Rental Rates). Tool rent is only to be charged for the time the tool is in use and reasonably required on the job site. Construction Manager tool rental is subject to Owner audit at any time.
2. The Construction Manager agrees to provide submittals consisting of samples, colors, product specifications and details; the Construction Manager is not responsible to provide architectural or engineering design details not indicated in the contract documents except to demonstrate compliance with current design or to support the design professionals in resolving details.
3. The Owner agrees to be responsible for applying for utility installations and for clarifying and modifying the Construction Documents as required by all approving authorities. The Contractor agrees to aid the Owner in coordinating with the public utility companies for the timely installation of all utility installations. The Contractor will not be responsible for any delays caused by the owner or his agents nor by the approving authorities or public utility companies. The completion date of the work is subject to release of all permits and the installation of all public utilities so as not to delay the progress of construction. These dates should be included in the contract time.
4. Sensitive Security Information: In performing the Work, Construction Manager may have access to certain information called Sensitive Security Information ("SSI"), which is protected by federal statutes and regulations. Construction Manager may also create and maintain records that contain SSI. Construction Manager and subcontractors 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, Construction Manager 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. Construction Manager shall take all appropriate measures to protect such information that may come into its possession as a result of

- this Agreement.
5. Colorado Open Records Act: Construction Manager acknowledges that the Owner is subject to the provisions of the Colorado Open Records Act, Colorado Revised Statutes §24-72-201 et seq., and Construction Manager agrees that it will fully cooperate with the Owner in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which Construction Manager asserts is confidential and exempt from disclosure. Any other provision of this Agreement notwithstanding, including exhibits, attachments, and other documents incorporated into this Agreement by reference, all materials, records, and information provided by Construction Manager to the Owner shall be considered confidential by Construction Manager only to the extent provided in the Colorado Open Records Act, and Construction Manager agrees that any disclosure of information by the Owner consistent with the provisions of the Colorado Open Records Act shall result in no liability of the Owner. To the extent not prohibited by federal law, this Agreement is subject to public release through the Colorado Open Records Act.
 6. 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.
 7. Subordination: This Agreement shall be subordinate to the provisions of any existing or future agreements between the Owner 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 Grand Junction Regional Airport Authority Bond Resolution and, in the event of a conflict between this Agreement and the Bond Resolution, the Bond Resolution shall control.
 8. Federal Contract Provisions: In addition to the clauses set forth herein, the Federal Contract Provisions of the annexed Appendix 1 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 Appendix 1 shall refer to the Construction Manager. In the event of conflict between the terms and conditions of Appendix 1 and the body of this Agreement, the term and conditions of Appendix 1 shall control. In the event the Federal Aviation Administration changes any of the Federal Contract Provisions, the Parties shall incorporate the change in an amendment hereto.

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NA

...

(Check all boxes that apply.)

...

Appendix 1 – Federal Contract Provisions

...

Exhibit A: GMP Estimate dated 12.02.2022

...

Exhibit B: Stamped drawings dated 01.31.2023 by Knott Laboratory, LLC

...

Exhibit C: Rental Rate Sheet

...

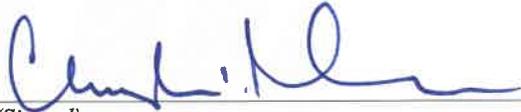
Exhibit D: Purchasing and Procurement Policy dated 08.20.2019

...

Clay Marshall, CFO

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Clay Marshall - CFO, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:39:02 ET on 02/16/2023 under Order No. 2114295968 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ - 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

CFO

(Title)

2-16-23

(Dated)



Construction Manager/General Contractor



PROJECT:

**GRAND JUNCTION REGIONAL AIRPORT
PRECAST TEE & RETAINING WALL REPAIRS
GRAND JUNCTION, CO**

PREPARED FOR:
**GRAND JUNCTION REGIONAL AIRPORT
GRAND JUNCTION, CO**

**GMP ESTIMATE
December 2, 2022**

PREPARED BY: **FCI Constructors, Inc.**

FCI Constructors, Inc.

Date:

December 2, 2022

Project:

**GRAND JUNCTION REGIONAL AIRPORT
 PRECAST TEE & RETAINING WALL REPAIRS
 GRAND JUNCTION, CO
 GMP ESTIMATE**

DESCRIPTION	PRECAST TEE REPAIRS		NOTES
	NEW CONSTR. RENOVATION TOTAL SF	- N/A -	
DESCRIPTION	TOTAL COST	COST/SF	NOTES
010000 GENERAL CONDITIONS	\$ 14,786	\$ -	
020000 EXISTING CONDITIONS	\$ 5,500	\$ -	
030000 CONCRETE	\$ 63,147	\$ -	
040000 MASONRY	\$ -	\$ -	EXCLUDED
050000 METALS	\$ 640	\$ -	
060000 WOOD & PLASTICS	\$ -	\$ -	EXCLUDED
070000 THERMAL & MOISTURE PROTECTION	\$ 150	\$ -	
080000 DOORS & WINDOWS	\$ -	\$ -	EXCLUDED
090000 FINISHES	\$ 2,016	\$ -	
100000 SPECIALTIES	\$ -	\$ -	EXCLUDED
110000 EQUIPMENT	\$ -	\$ -	EXCLUDED
120000 FURNISHINGS	\$ -	\$ -	EXCLUDED
130000 SPECIAL CONSTRUCTION	\$ -	\$ -	EXCLUDED
140000 CONVEYING SYSTEMS	\$ -	\$ -	EXCLUDED
210000 FIRE PROTECTION	\$ -	\$ -	EXCLUDED
220000 PLUMBING	\$ -	\$ -	EXCLUDED
230000 HVAC	\$ -	\$ -	EXCLUDED
260000 ELECTRICAL	\$ -	\$ -	EXCLUDED
270000 LOW VOLTAGE & SECURITY	\$ -	\$ -	EXCLUDED
310000 EARTHWORK	\$ -	\$ -	EXCLUDED
310000 EARTHWORK-BLDG	\$ -	\$ -	EXCLUDED
320000 EXTERIOR IMPROVEMENTS	\$ -	\$ -	EXCLUDED
330000 UTILITIES	\$ -	\$ -	EXCLUDED
SUBTOTAL - DIRECT COST	\$ 86,239	\$ -	
ESCALATION - RECOMMEND 1% TO 1.5% PER MONTH	\$ -	\$ -	NOT INCLUDED
CONTINGENCY	\$ 4,312	\$ -	5.00%
BUILDERS RISK INSURANCE	\$ -	\$ -	NOT INCLUDED
GENERAL LIABILITY INSURANCE	\$ 850	\$ -	0.85%
BUILDING PERMIT	\$ 700	\$ -	ALLOWANCE
ARCHITECTURAL DESIGN & ENGINEERING (C/S/M&E)	\$ -	\$ -	BY OWNER
OWNER CONTINGENCY	\$ -	\$ -	BY OWNER
CM/GC PAYMENT/PERFORMANCE BOND	\$ 910	\$ -	1-YR WARRANTY
CM/GC CONSTRUCTION PHASE FEE	\$ 6,511	\$ -	7.00%
TOTAL ESTIMATED CONSTRUCTION COST	\$ 99,521	\$ -	

FCI Cost Worksheet

December 2, 2022

Project: **GRAND JUNCTION REGIONAL AIRPORT
 PRECAST TEE & RETAINING WALL REPAIRS
 GRAND JUNCTION, CO**

GMP ESTIMATE

SF 0

DESCRIPTION	COMMENTS/SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL	TOTAL
020000 EXISTING CONDITIONS					
020440 HAZARDOUS MATERIALS ABATEMENT	EXCLUDED				
HAZARDOUS MATERIAL ABATEMENT		LS	-	\$ -	\$ -
SUBTOTAL- HAZARDOUS MATERIALS ABATEMENT					\$ -
020150 SELECTIVE DEMOLITION					
SELECTIVE REMOVALS - EXTERIOR WORK*****					
MISCELLANEOUS REMOVALS - LOOSE & SPALLED CONCRETE	SEE DIV. 3	HRS	-	\$ -	\$ -
TEMP WALLS/BARRICADES		LS	1.00	\$ 2,500.00	\$ 2,500
GROUND PENETRATING RADAR	LOCATE REINFORCING IN EXISTING CONCRETE WALLS	DY	1.00	\$ 2,000.00	\$ 2,000
DUMPSTERS		EA	1.00	\$ 1,000.00	\$ 1,000
SUBTOTAL- SELECTIVE DEMOLITION					\$ 5,500
020000 EXISTING CONDITIONS - TOTALS					\$ 5,500

FCI Cost Worksheet

Project: GRAND JUNCTION REGIONAL AIRPORT
 PRECAST TEE & RETAINING WALL REPAIRS
 GRAND JUNCTION, CO

December 2, 2022
 GMP ESTIMATE

SF 0

DESCRIPTION	COMMENTS/SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL	TOTAL
030000 CONCRETE						
033000 CAST-IN-PLACE CONCRETE	MAYS CONC. SPECIALTIES					
CONCRETE TEE REPAIR						
REMOVE TOP INCH OF RETAINING WALL		LF	12.00	\$		16,996
EPOXY INJECT CONCRETE CRACKS	AT PRECAST TEE	EA	1.00	\$		INCLUDED
REMOVE LOOS AND SPALLED CONCRETE		LF	4.00	\$		INCLUDED
FRP DOUBLE TEE CRACK REPAIR		EA	2.00	\$		INCLUDED
CONCRETE RETAINING WALL REPAIR						
CONCRETE SLAB AT RETAINING WALL		LS	1.00	\$		42,651
EXPANSION JOINT		LF	70.00	\$		INCLUDED
PATCH & REPAIR EXISTING CONCRETE		LS	1.00	\$	1,000.00	1,000
TEMP HEAT FOR CONCRETE REPAIRS		LS	1.00	\$	2,500.00	2,500
SUBTOTAL- SLABS ON GRADE						\$ 63,147
030000 CONCRETE - TOTALS						\$ 63,147

FCI Cost Worksheet

December 2, 2022

Project: GRAND JUNCTION REGIONAL AIRPORT
 PRECAST TEE & RETAINING WALL REPAIRS
 GRAND JUNCTION, CO

GMP ESTIMATE

SF 0

DESCRIPTION	COMMENTS/SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL	TOTAL
050000 METALS					
055250 MISCELLANEOUS METALS					
PRECAST TEE - STEEL BRACKET SUPPORTS		EA	2.00	\$ 200.00 EA \$	400
3/4" DIA 5" EMBED ANCHORS		EA	12.00	\$ 20.00 EA \$	240
SUBTOTAL- STRUCTURAL STEEL					\$ 640
050000 METALS - TOTALS					\$ 640

FCI Cost Worksheet

December 2, 2022
GMP ESTIMATE

Project: GRAND JUNCTION REGIONAL AIRPORT
PRECAST TEE & RETAINING WALL REPAIRS
GRAND JUNCTION, CO

SF 0

DESCRIPTION	COMMENTS/SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL	TOTAL
070000 THERMAL & MOISTURE PROTECTION					
079100 CAULKING & SEALANTS					\$ -
CAULKING	ALLOWANCE	LS	1.00	\$ 150.00 LS	\$ 150
SUBTOTAL- CAULKING & SEALANTS					\$ 150
070000 THERMAL & MOISTURE PROTECTION - TOTALS					\$ 150

FCI Cost Worksheet

December 2, 2022
GMP ESTIMATE

Project: GRAND JUNCTION REGIONAL AIRPORT
PRECAST TEE & RETAINING WALL REPAIRS
GRAND JUNCTION, CO

SF 0

DESCRIPTION	COMMENTS/SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL	TOTAL
090000 FINISHES					
098000 ACOUSTICAL TREATMENT					
ACOUSTICAL WALL PANELS	SUPPLIED BY OWNER	SF	150.00	\$ -	-
INSTALL ACOUSTICAL WALL PANELS	2 GUYS/2 DAYS	HRS	32.00	\$ 63.00	2,016
SUBTOTAL- ACOUSTICAL TREATMENT					\$ 2,016
090000 FINISHES - TOTALS					\$ 2,016

FCI CONSTRUCTORS			MAYS CONSTRUCTION SPECIALTIES		RESTRUCTION		SUMMIT SEALANTS	
BID TABULATIONS: CONCRETE REPAIR PROJECT: GJRA - CONCRETE TEE & RETAINING WALL REPAIR BID DATE 30-Nov ESTIMATOR: JM LOCATION GRAND JUNCTION, CO			JONNY MACFARLANE 970-260-0005 GRAND JUNCTION, CO		JAIME CASTRO 303-619-3482 SEDALIA, CO		GRANT KLEEVES 970-240-5971 MONTROSE, CO	
PER PLANS & SPECS								
ORIGINAL BID DOCS - N/A								
ADDENDUM ACKNOWLEDGED - N/A								
BID VALIDITY								
SALES TAX - N/A (EXEMPT)								
BONDABLE								
CONCRETE TEE REPAIR					\$ 16,996.00	\$ 17,723.00	\$ 13,645.00	
MOBILIZATION					INCLUDED	INCLUDED	INCLUDED	
EPOXY INJECTION					INCLUDED	INCLUDED	INCLUDED	
FRP WRAPS ON STEMS					INCLUDED	INCLUDED	INCLUDED	
METAL ANGLE BRACKETS UNTER TEES					INCLUDED	INCLUDED	\$ 3,920.00	
1" EXCAVATION ON TOP OF RETAINING WALL					INCLUDED	INCLUDED	INCLUDED	
REMOVAL & REPAIR OF SPALLING CONCRETE					INCLUDED	INCLUDED	INCLUDED	
CONCRETE RETAINING WALL REPAIR					\$ 42,651.00	\$ 59,059.00	EXCLUDED	
CONCRETE SLAB AT RETAINING WALL					INCLUDED	INCLUDED	\$ -	
EXPANSION JOINT					INCLUDED	INCLUDED	\$ -	
TOTAL BID			QTY	UNIT	\$ 59,647.00	\$ 76,782.00	\$ 17,565.00	
ALTERNATES:								
N/A								
N/A								
TOTAL BID WITH ADJUSTMENTS			QTY	UNIT	\$ 59,647.00	\$ 76,782.00	\$ 17,565.00	

GENERAL STRUCTURAL NOTES

DESIGN CRITERIA

The 2018 edition of the International Residential Code (IRC) and the ASCE 7-10 with the Mesa County amendments was followed by Knott Laboratory, LLC. All materials and workmanship by the builder or general contractor (the Contractor), and any sub-contractors shall be in accordance with the applicable requirements of the Building Code and the Construction Documents.

Table with 2 columns: Category and Value. Includes ASCE 7 Occupancy Category (III), Vertical Loads (Live load: 50 psf), Horizontal Loads (WIND: Basic wind speed: 115 mph, Exposure category: C, Importance factor: 1.0; SEISMIC: Seismic design category: B, Soil site class: D, Importance factor: 1.0).

CONSTRUCTION GENERAL NOTES

- 1. Material and workmanship shall be in accordance with the requirements of the Building Code.
2. The following general requirements for materials and workmanship apply unless noted otherwise on the Structural Documents or subsequent documents issued by the Structural Engineer.
3. Periodic construction observations by the Structural Engineer do not constitute "Special Inspections" nor do they necessarily meet the Authority Having Jurisdiction's requirements for inspections.
... 20. Despite significant efforts to provide a complete and clear set of construction documents, discrepancies or omissions may occur.

CONCRETE GENERAL NOTES

- 1. Concrete material and workmanship shall conform to the specifications of ACI's "Building Code Requirements for Structural Concrete" (ACI 318), latest edition, and the other applicable sections of the Building Code.
2. Concrete Mixing
a. Foundations (footings, stem walls, and grade beams) shall be normal-weight concrete having a minimum 28-day compressive strength of 4,500psi mixed with 3/4" aggregate, Type V sulfate resistant (if available) or Type I-II Portland cement (per Geotechnical Requirements), less than 0.45 water-to-cement ratio, 5% to 7% air content, less than 0.3% water soluble chloride ion content, and less than 4-inch slump without plasticizer.
... 4. Anchors in Concrete
a. Anchor rods for base plates and bearing plates shall be placed with setting templates.
b. Anchor rods embedded in concrete shall be ASTM F1554 Gr. 36 with a hooked end.
... 3. 1/2" bolts = 2" embedment, 3" spacing, and 4" edge distance

REINFORCING STEEL GENERAL NOTES

- 1. Detailing, fabrication, and placing of reinforcing steel shall be in accordance with ACI's "Building Code Requirements for Structural Concrete" (ACI 318), latest edition, and ACI's "Details and Detailing of Concrete Reinforcement" (ACI 315), latest edition, and the other applicable sections of the Building Code.
2. Reinforcing steel, shall conform to ASTM A615, Grade 60, unless noted otherwise.
3. Where welded reinforcement or deformed bar anchors are indicated on the Structural Documents, steel specifications and welding shall conform to "Structural Welding Code - Reinforcing Steel" (AWS D1.4, latest edition) by the American Welding Society.
... 9. Welded Wire Fabric (W.W.F.) shall conform to ASTM A185 and shall lap minimum of one full mesh plus 2 inches (6 inches minimum) at side and end laps and shall be securely welded together, unless otherwise shown.

- 10. Deck chairs shall be provided for all welded wire fabric in slabs over metal deck.
11. Reinforcing bar sizes shown are English designation. The bars may be furnished with the following equivalent metric markings:
English #3 #4 #5 #6 #7 #8 #9 #10 #11
Metric #10 #13 #16 #19 #22 #25 #29 #32 #36
12. Continuous bars shall lap and dowels shall project adequately to provide lap lengths as shown below unless shown otherwise on the Structural Documents.
... 16. Concrete coverage for reinforcing steel
a. Concrete cast against and permanently exposed to earth = 3"
b. Concrete exposed to earth or weather: #5 and smaller = 1.5"
c. Concrete exposed to earth or weather: #6 and larger = 2"
d. Concrete not exposed to earth or weather:
• Slabs, walls, and joists = 1.5"
• Beams and columns = 3"
17. Reinforcing bars shall be in physical contact at splices. Do not use mechanical splices or welded splices unless approved by the Structural Engineer.
... 16. 5000psi concrete 16 18 22 26 38 44 48 55

FIBER REINFORCED POLYMER GENERAL NOTES

- 1. Concrete Substrate
a. Perform pull tests on concrete substrate prior to CFRP installation.
2. Material
a. The FRP composite strengthening system shall be a unidirectional, high-strength, non-corrosive carbon fabric designed to be field laminated with an epoxy saturant.
b. Fabric:
1. Sika Hex 103C
c. Epoxy Adhesive:
1. SikaDur 300
d. Epoxy Paste for priming the concrete surface:
1. Epoxy paste and filler.
2. Epoxy thickened with fumed silica: Epoxy paste and filler.
e. Complete Epoxy injection prior to FRP installation.
3. Surface Preparation
a. In the areas where FRP will be installed, cracked substrates with cracks wider than 0.015-inch must be pressure injected with epoxy prior to FRP installation.
b. Surfaces shall be prepared for bonding by means of abrasive blasting or grinding to remove existing laitance and expose aggregate (minimum CSP-2).
... 4. Installation
a. Monitor and verify ambient and concrete temperatures. No work shall be performed if temperature of the concrete surface is less than 40°F or greater than 100°F or as specified on the epoxy component labels.

EPOXY INJECTION GENERAL NOTES

- 1. Material
a. Epoxy Resin:
1. Kemko 068 LoVis IR, manufactured by ChemCo Systems, Inc.
b. Surface Sealer:
1. Kemko 136 Strip Seal, manufactured by ChemCo Systems, Inc.
2. Bondo Filler & Resin
c. Injection Ports: Non-Metallic
2. Surface Preparation
a. Grind concrete surface with mechanical grinder approximately 2 inches wide on each side of the crack to clean the surface and to fully expose the crack.
... 3. Procedure
a. Do not install when air or substrate temperature is outside limits permitted by injection material manufacturer.
b. Do not inject into substrates with high pH levels, i.e., contains efflorescence.
c. Verify moisture level in crack is compatible with injection material.
d. Maintain adequate ventilation during preparation and injection.
e. Ports are typically placed at an 8" spacing and can be placed at a larger spacing for wider cracks.
... 9. Start injection at lowest row of injection ports and continue injecting until material emerges from an adjacent port.



VICINITY MAP

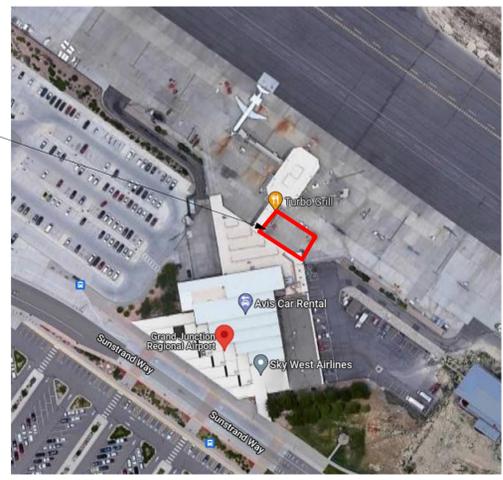
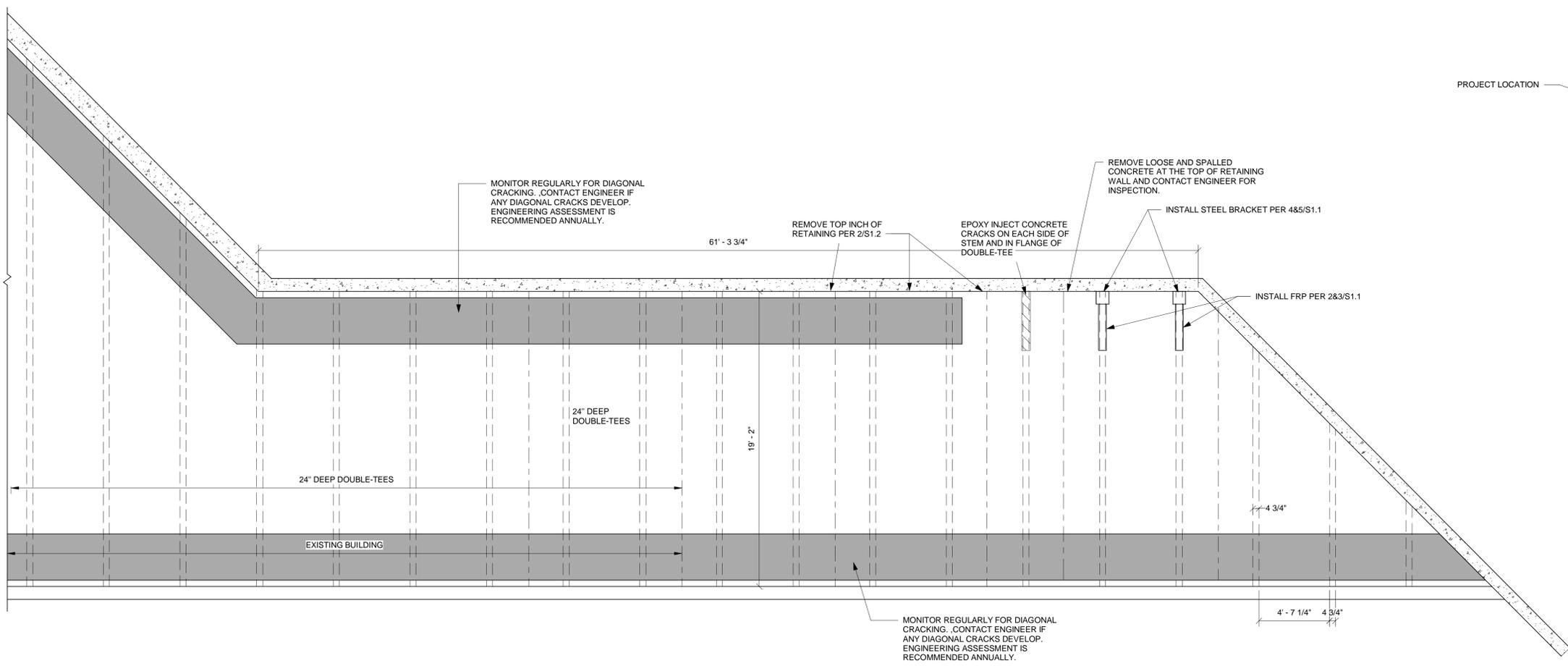
SCOPE
KNOTT LABORATORY, LLC WAS ASKED TO DESIGN A REPAIR FOR THE CRACKS THAT WERE DISCOVERED IN THE STEMS OF TWO CONCRETE DOUBLE TEES. THESE PLANS ARE INTENDED TO BE UTILIZED BY AN EXPERIENCED CONTRACTOR FAMILIAR WITH THIS TYPE OF CONSTRUCTION AND BUILDING CODE REQUIREMENTS. IF QUESTIONS ARISE, PLEASE CONTACT THE ENGINEER.



Table with 3 columns: REV, DATE, DESCRIPTION. Shows revision 1 dated 10/12/2022 for Permit Set and Construction Set.

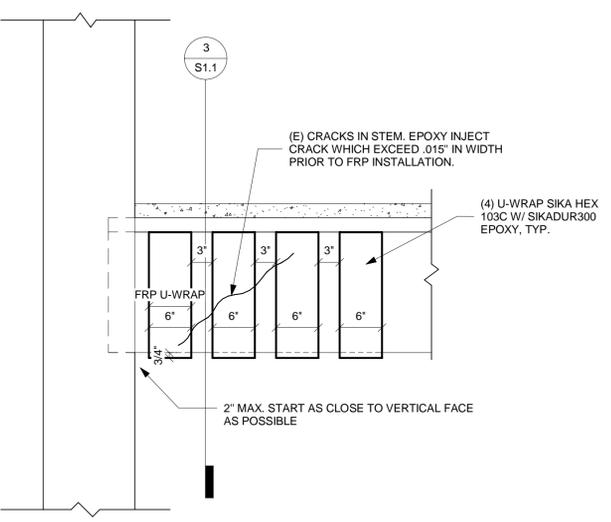
GENERAL NOTES
Grand Junction Regional Airport
2828 Walker Field Dr
Grand Junction, CO 81506

Table with 2 columns: Action and Name. Shows actions like FILE NAME, SCAL, DESIGNED, SUBMITTED, DRAWN, REVIEWED, BY: with names like Angela Padalecki, TMV, SCS, RJS, SCS.

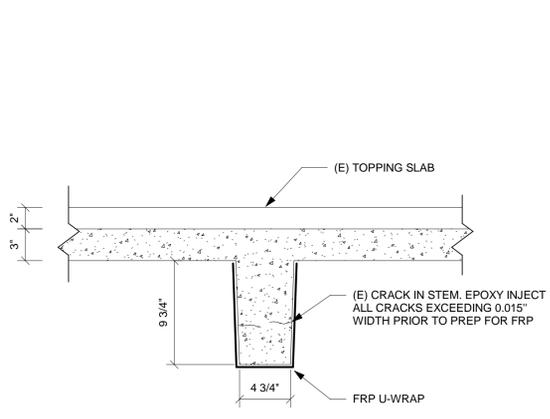


PROJECT AREA

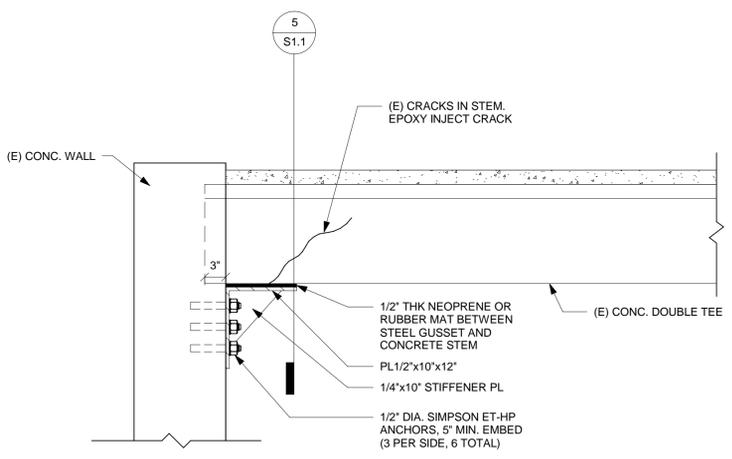
1 DOUBLE TEE LAYOUT
1/4" = 1'-0"



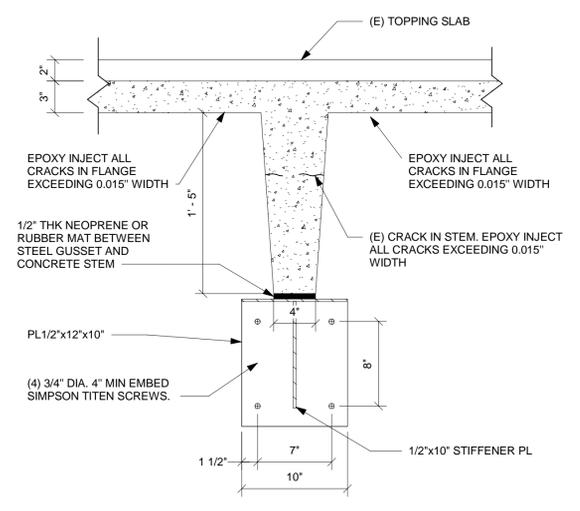
2 DOUBLE TEE CRACK REPAIR FRP
1" = 1'-0"



3 DOUBLE TEE STEM END FRP REPAIR
1 1/2" = 1'-0"



4 DOUBLE TEE CRACK REPAIR STEEL BRACKET
1" = 1'-0"



5 DOUBLE TEE STEM END STEEL BRACKET REPAIR
1 1/2" = 1'-0"



REV	DATE	DESCRIPTION
1	1/31/2023	Construction Set

DOUBLE TEE STEM REPAIR PLAN
Grand Junction Regional Airport
2828 Walker Field Dr.
Grand Junction, CO 81506

FILE NAME: KL_JOB19543_Padalecki_Angela	DRAWN: RJS
SCALE: As indicated	DESIGNED: TMV
SUBMITTED: SCS	REVIEWED: SCS
BY:	BY:

1

2

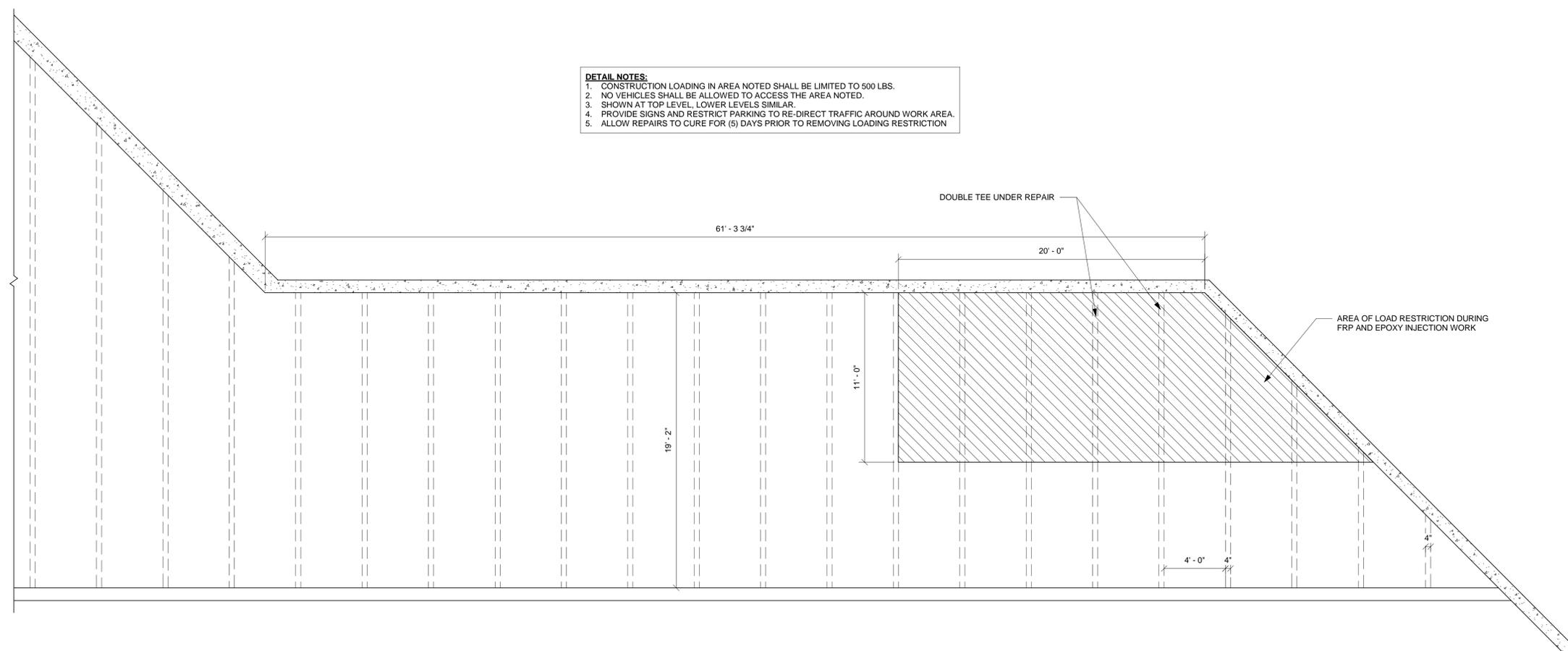
3

4

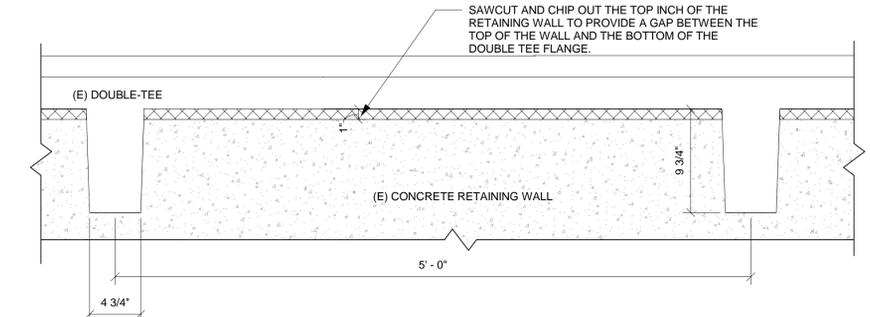
5

DETAIL NOTES:

1. CONSTRUCTION LOADING IN AREA NOTED SHALL BE LIMITED TO 500 LBS.
2. NO VEHICLES SHALL BE ALLOWED TO ACCESS THE AREA NOTED.
3. SHOWN AT TOP LEVEL, LOWER LEVELS SIMILAR.
4. PROVIDE SIGNS AND RESTRICT PARKING TO RE-DIRECT TRAFFIC AROUND WORK AREA.
5. ALLOW REPAIRS TO CURE FOR (5) DAYS PRIOR TO REMOVING LOADING RESTRICTION



① LOAD RESTRICTION DURING FRP AND EPOXY INJECTION BEAM WORK- PLAN
1/4" = 1'-0"



② RETAINING WALL MODIFICATION
1 1/2" = 1'-0"

**FOR BIDDING PURPOSES ONLY
NOT FOR CONSTRUCTION**



REV	DATE	DESCRIPTION
1	1/31/2023	Construction Set

DOUBLE TEE STEM REPAIR PLAN

Grand Junction Regional Airport
2828 Walker Field Dr.
Grand Junction, CO 81506

KL_JOB19543	FILE NAME: 19543_Padalecki_Angela
SCAL As indicated	DESIGNED TMV
SUBMITTED SCS	DRAWN RJS
BY:	REVIEWED SCS
	BY:

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FCI CONSTRUCTORS, INC.
STANDARD RENTAL RATES
 USE D-DAY W-WEEK M-MONTH
 APPLICABLE TO FCI OWNED EQUIPMENT ONLY

JOB: _____
 JOB NO.: _____
 PHASE: _____
 MONTH: _____

EQUIPMENT	DAILY RATE	WEEKLY RATE	MONTH RATE	PERIOD (D,W,M)	QUAN	CODE XXX	DATE IN	DATE OUT	RATE	COST
CONCRETE										
CONCRETE BLANKET	17.00	52.00	104.00							
CONCRETE BLANKET, ELECTRIC	63.00	193.00	585.00							
CONCRETE BREAKER ATTACHMENT	234.00	650.00	1,450.00							
CONCRETE CHAIN SAW	90.00	225.00	690.00							
CONCRETE SCARIFIER, 12", VS30, 46" POWER TROWEL	135.00	505.00	900.00							
CORE DRILL 2"-5" (+BIT WEAR)	133.00	220.00	810.00							
SOFF-CUT SAW	153.00	335.00	675.00							
WALK CONC. SAW (+ BLADE WEAR)	153.00	335.00	765.00							
HEATERS										
GROUND HEATER, E3000G	455.00	2,790.00	5,000.00							
GROUND HEATER, E2200G	405.00	2,345.00	4,250.00							
WACKER NEUSON IFHeater (HI900)	375.00	900.00	2,750.00							
HEATER, 1.5 MILLION BTU	135.00	405.00	880.00							
HEATER, >/= 400,000 BTU	142.00	428.00	650.00							
HEATER, =/< 400,000 BTU ****	60.00	183.00	550.00							
HEATER, INDIRECT HI400HD, 380,548 BTU	145.00	440.00	1,330.00							
HEAVY EQUIPMENT										
BACK HOE - CAT 416IT	350.00	935.00	1,165.00							
FORK LIFT-EXTEND BOOM-TH103	590.00	1,620.00	2,700.00							
FORK LIFT - WAREHOUSE	287.00	756.00	1,640.00							
FORK FRAME	72.00	205.00								
MINI-EXCAVATOR - BOBCAT 331	357.00	960.00	1,920.00							
SCAFFOLD LIFT 98 MOBILE	65.00	250.00	750.00							
SCISSOR LIFT 25'	140.00	280.00	570.00							
SKID LOADER W/ STANDARD BUCKET	222.00	680.00	1,620.00							
SKID LOADER S250	272.00	870.00	2,300.00							
SKID STR AUGER ATTACHMENT	158.00	487.00	945.00							
SKID STR BRUSH ATTACHMENT	158.00	487.00	945.00							
SKID STR SCARIFIER ATTACHMENT	54.00	162.00	648.00							
SKID STR SNOW PLOW ATTACHMENT	71.00	212.00	420.00							
SKID STR 80" SNOW REMOVAL BUCKET	23.00	90.00	440.00							
SKIP LOADER (JOHN DEERE GANNON TRACTO	246.00	722.00	1,890.00							
UTILITY TRACTOR-JD 210 4X4	245.00	720.00	1,980.00							
INFORMATION TECHNOLOGY										
COPIER			200.00							
RADIOS, ON SITE COMM.			183.00							
Information Technology (IT) PER USER ***			245.00							
SAFETY										
AdjustaStair (12'-19'2")		250.00	800.00							
ALUMINUM POST SHORE (6'6" - 11')	6.00	19.00	38.00							
ALUMINUM POST SHORE (10'6" - 16')	6.00	19.00	38.00							
FENCE PANELS			6.00							
FODS TRACKING PAD MATS	30.00	110.00	335.00							
LIGHT PLANT	129.00	327.00	832.00							
MOBILE FALL PROTECTION CART	30.00	120.00	360.00							
NEGATIVE AIR SCRUBBER (HEPA) 1950CFM	80.00	324.00	958.00							
PORT. LIGHTS 30KW	130.00	375.00	850.00							
ROLLING SCAFFOLD	15.00	43.00	130.00							
ROOF GUARDRAIL POSTS			18.00							
SAFETY BARRELS, SMALL	4.00	12.00	23.00							
SAFETY BARRELS, LARGE JERSEY TYPE	40.00	103.00	300.00							
TRAILER MOUNTED SOLAR TRAFFIC CONTROL MESSAGE BOARD (126"X76")	243.00	637.00	1,820.00							
FUME EXTRACTOR (SMOKE EATER)	105.00	232.00	520.00							
4-GAS AIR MONITOR	45.00	135.00	270.00							
MASONRY SCAFFOLD ASSEMBLY (cost per frame)	7.00	23.00	45.00							

FCI CONSTRUCTORS, INC.
STANDARD RENTAL RATES
 USE D-DAY W-WEEK M-MONTH
 APPLICABLE TO FCI OWNED EQUIPMENT ONLY

JOB: _____
 JOB NO.: _____
 PHASE: _____
 MONTH: _____

SCAFFOLD STAIR TOWER (3-TIER)		225.00	700.00						
STARC TEMPORARY WALL BARRIERS PER LINEAR FOOT			30.00						
STARC TEMPORARY WALL BARRIERS	100.00	500.00	2,000.00						
SERVICES									
FIREPROOFING - 2 MAN CREW	2,000.00								
FIREPROOFING MOB	500.00								
GROUND PENETRATING RADAR w/OPER**	2,000.00								
SURVEY									
LASER (LEVEL, ROTATING)	33.00	106.00	233.00						
ROBOTIC TOTAL STATION	225.00	810.00	2,695.00						
REBAR LOCATOR	27.00	78.00	162.00						
THEODOLITE	112.00	335.00	670.00						
TOTAL STATION	63.00	225.00	715.00						
TRUCKS/TRAILERS/STORAGE									
16' FLATBED TRAILER	120.00	240.00	485.00						
16' CARPENTER TRAILER (ENCLOSED)	120.00	240.00	485.00						
COMPRESSOR TR.	182.00	536.00	1,295.00						
GENERATOR TR.	150.00	450.00	1,300.00						
OFFICE TRAILER			700.00						
PICKUP			1,025.00						
PICKUP (ON SITE USE ONLY)			500.00						
PICKUP WITH SNOWPLOW									
STORAGE VAN (CON-X)	25.00	75.00	225.00						
TRASH DUMP TRAILER (12')	99.00	225.00	445.00						
WATER TANK WITH TRAILER	158.00	465.00	945.00						
BRUSH HOG TOW BEHIND	225.00	520.00	1,170.00						
TOOLS AND MISC.									
60# HAMMER AIR	76.00	227.00	490.00						
90# HAMMER AIR	95.00	250.00	540.00						
BACKFLOW PREVENTER/EQUIPMENT			225.00						
BRUT PORTABLE SANDBLASTER	225.00	490.00							
COMPACTOR JUMPING	107.00	330.00	590.00						
CORE DRILL 2"-5" (+BIT WEAR)	133.00	220.00	810.00						
DEMOLITION SAW	67.00	175.00	525.00						
DRYWALL TEXTURE SPRAYER (30 GAL)	44.00	113.00	335.00						
ELECT. HAMMER (T-905)	95.00	237.00	378.00						
HILTI VC 40-U WET/DRY VAC (DUST COLLECTOR)	22.00	87.00	260.00						
HYDRAULIC FURNITURE DOLLY	72.00	197.00	468.00						
MOTORIZED POST DRIVER	95.00								
PAINT SPRAYER	76.00	225.00	452.00						
PALLET JACK	72.00	197.00	468.00						
PIPE INSPECTION CAMERA, 100'	175.00	800.00	2,000.00						
PLATE COMPACTOR	110.00	300.00	608.00						
PRESSURE WASHER	105.00	375.00	790.00						
RIDE ON FLOOR SCRAPER (ELECTRIC)	800.00	2,000.00	4,500.00						
ROTO HAMMER AND BITS	87.00	256.00	600.00						
TRASH CHUTE 30" DIAM WITH MOUNTING ACCESSORIES	68.00	234.00	675.00						
WELDER 200AMP	116.00	297.00	576.00						
WIRE FEED WELDER	39.00	116.00	232.00						
TOTAL									

Revision 09/06/2022

** GPR is \$2,000.00/day; \$1000 / half-day (minimum charge)

*** Information Technology rate is \$245/month/ per user. Includes: Job Site based computers, iPads, tablets, IT hardware, and supporting software licenses & IT support.

**** For heaters less than 400,000 BTU, the D/W/M rate is a lump sum, regardless of quantity of heaters mobilized. These are small(er) units.

Submitted By: _____

Approved By: _____

GRAND JUNCTION REGIONAL AIRPORT AUTHORITY
PURCHASING AND PROCUREMENT POLICY
(Revised August 20, 2019)

I. Purpose of Policy

- A. It is the policy of the Grand Junction Regional Airport Authority (the “Airport”) that goods and services be purchased through a process of evaluation of competitive pricing to obtain the highest quality at the lowest reasonable cost. In addition, goods and services will be sourced through ethical business standards, documented sourcing research, and where outlined below, competitive bidding.
- B. Purchasing's authority is delegated by the Board of Commissioners in accordance with the statutes, regulations, and administrative rules of the Airport Authority, State and Federal agencies.
- C. This policy applies to all purchases of goods and services regardless of funding source.
- D. All goods and services will be purchased based on a budget approved by the Board of Commissioners.

II. Ethical Responsibility

- A. All parties involved in the negotiation, performance, or administration of Airport contracts are bound to act in good faith. Any person employed by the Airport who purchases goods and services, or is involved in the procurement process for the Airport, shall be held to the highest degree of trust and shall be bound to the Grand Junction Regional Airport’s Code of Professional Conduct or any successor code or policy. Implied duties of good faith and fair dealing shall be deemed to be contained in every contract and agreement of the Airport and shall apply to both parties.

III. Purchasing Approval Requirements and Procedures

The following section defines the general purchasing requirements and approval limits for goods, materials, supplies, and services for operational needs purchased by the Airport.

- A. Purchases up to \$1,000
 - 1. No written quotes required.
 - 2. No pre-approval of purchase required.
 - 3. Post purchase approval of supervisor is required.
- B. Purchases over \$1,000 and up to \$5,000
 - 1. Pre-approval of purchase is required by Department Manager.
 - 2. No written quotes required.
- C. Purchases over \$5,000 and up to \$10,000
 - 1. Written price or rate quotations shall be obtained from an adequate number of qualified sources. It is highly encouraged that three (3) quotes are obtained.
 - 2. Pre-approval of purchase is required by Executive Director.
- D. Purchases over \$10,000 and up to \$50,000
 - 1. Written price or rate quotations shall be obtained from an adequate number of qualified sources. It is highly encouraged that three (3) quotes are obtained.
 - 2. All purchases must be approved, prior to purchase, by the Board of Commissioners.
 - 3. Once the purchase has been approved in an open meeting by the Board of Commissioners, the Executive Director, or it's designee, is authorized to sign and execute the contract on behalf of the Airport.
- E. Purchases over \$50,000
 - 1. All purchases over \$50,000 must be acquired in accordance with all local, State and Federal law. Refer to Section V for additional information.
- F. Verification of Receipt of Purchases
 - 1. Department Directors are responsible for the verification of receipt of goods, materials, supplies, and services purchased by personnel in their respective departments.

2. Department Directors must approve and verify receipt of all purchases.

IV. Purchases Exempt from the General Purchasing Requirements in Section III.

- A. Bulk Fuel Purchasing: Employees purchasing fuel shall make their best effort to ensure the Airport is receiving the best possible price for fuel but shall not be required to obtain three quotes.
 1. Board approval shall be required for bulk fuel purchases over \$50,000.
- B. Government Purchasing Programs: The Airport recognizes the potential costs savings from utilizing government purchasing programs and encourages the use of such programs to receive guaranteed pricing.
 1. Purchases made through government purchasing programs are exempt from price quotation requirements for purchases up to \$10,000.
- C. Recurring Budgeted Expenses: Budgeted recurring purchases for utilities, employee compensation and benefits, security guard payments, and corporate credit card payments where individual purchases have been approved according to this policy are exempt from requiring Board Approval.
- D. Scheduled payments for Notes and Bonds payable shall be exempt from requiring Board approval.
- E. Progress payments on Board approved contracts and bid awards up to the not to exceed amounts identified in the contract approval or bid award provided, however, that all payments in excess of \$100,000 shall be reported to the Board at the next regular Board meeting. (Must have available budget/be within budget to complete purchase).
- F. Legal Invoices:
 1. Invoices for legal services up to \$5,000 in a month, not related to litigation, may be approved by the Executive Director.
 2. Invoices for legal services over \$5,000 in a month, but less than \$10,000, or invoices for services related to litigation in any amount up to \$10,000, will be provided to the Board electronically and receive approval by a majority of the Board prior to payment. The Board may delegate authority to approve legal invoices, up to \$10,000 a month, related to litigation to a committee

appointed by the Chair. Invoices for legal services that are greater than \$10,000 will require Board approval in a regular or special meeting, generally through the consent agenda. In case a legal invoice contains information that is subject to an attorney-client privilege or other confidentiality requirement, such invoice will be redacted or otherwise modified to preserve the privilege.

V. Corporate Credit Cards

- A. Corporate credit cards (or purchase cards) are used only for conducting the business of the Airport.
- B. Corporate credit cards are the property of the Airport, and will be surrendered immediately upon termination of employment, or immediately upon the request of the Board Chairman or Executive Director.
- C. Any employee issued a corporate credit card shall execute a Corporate Credit Card Agreement, prior to the issuance of the card.
- D. Purchases via a corporate credit card are subject to the same purchasing and procurement rules contained herein.

VI. Retained Professional Services

- A. For Retained Professional Services (i.e. Engineering, Planning and Environmental, Information Technology, etc.), with the exception of Legal Services and accounting services, the following procedures apply:
 - 1. Services under \$10,000
 - a. Formal Task Order, that includes an approved scope of work and fees.
 - b. All task orders must be pre-approved by the Executive Director.
 - 2. Services over \$10,000 and up to \$50,000
 - a. Formal Task Order, that includes an approved scope of work and fees.
 - b. All task orders must be pre-approved by the Board of Commissioners.

3. Services over \$50,000

- a. Formal Task Order, that includes an approved scope of work and fees.
- b. All task orders must be pre-approved by the Board of Commissioners.
- c. When required or requested, an Independent Fee Estimate will be obtained.

VII. Procurement Procedures for Purchases Over \$50,000

It shall be the policy of the Airport to procure goods and services in a manner that affords vendors a fair and equal opportunity to compete. Solicitations should only be issued when there is a valid procurement need. To this end, the Airport shall use the following methods for procuring materials and supplies over \$50,000.

A. Sole Source Procurement

1. This method of procurement is highly discouraged.
2. Justification must be provided in writing. A sole source justification is an explanation and an attestation by the person signing the justification that it has been established that only the chosen item (product, equipment, service), because it has certain specifications that all other items lack, and these specifications are required to meet a stated need. This conclusion must be supported in the justification with evidence that all other potentially competitive items have been investigated with due diligence; i.e. that the person who has specified the item has thoroughly investigated all the available, comparable items (products, equipment, services) and come to the conclusion, based upon known specifications of all the items investigated, that only the chosen item has the specifications which meet the need.
 - a. Note: A sole source item, in the case of a brand name justification, may be biddable if the item is available from more than one supplier.

B. Sealed Competitive Bid – RFP/IFB

1. A RFP/IFB is a method of procurement which results in a contract or purchase order being awarded to the lowest responsible Bidder based on the specifications and terms set forth in the solicitation. An invitation for bids is the preferred solicitation method for purchases of goods over \$50,000, but may be used as a solicitation method for purchases of services for any amount.
2. Typical reasons why an RFP/IFB may be used include:
 - a. The award will be made on the basis of price alone, specifications and other terms being met; or
 - b. It is not necessary to conduct negotiations with the responding Bidders about their bids.
3. Solicitation Time: The minimum time for the RFP/IFB shall be in accordance with the governing statute, depending on the procurement type. If no statutes apply directly, then the solicitation must ensue at least fourteen days, prior to the date set forth therein for the opening of bids. Such notice may include publication in a newspaper of general circulation.

C. Competitive Proposals – RFQ

1. A Request for Qualifications (RFQ) is similar to an RFP but may be used in different circumstances and as required for certain FAA contracts and vendor selection. An RFQ may be used to obtain preliminary information about a market, type of available service or a product when there is not enough information readily available to write an adequate specification or work statement. An RFQ may ask for input to assist the Airport in preparing a specification or work statement for a subsequent solicitation and may ask for pricing information only with the provision that such information would be submitted voluntarily.
2. Typical reasons why an RFQ may be used include:
 - a. Professional Services, such as Engineering, Planning, Architectural, etc.

VIII. Contracts

- A. Subject to the limitations of this section, any type of contract which will promote the best interests of the Airport may be used. Multi-year contracts for goods or services, subject to funding availability, may be approved by the Airport Board but may be subject to term limitations by applicable regulation.
- B. The Airport will not issue a contract to any vendor that has been declared ineligible to receive Federal contracts. The Airport will clear all vendors through the Federal government's System for Award Management (SAM), www.sam.gov, prior to contract issuance.
- C. Contracted vendors must immediately inform airport management of procurement suspension or debarment. Failure by the vendor to notify airport management of suspension or debarment could be grounds to cancel the contract.

IX. Change Orders

The purpose of a change order is to recognize changes occurring on jobs that may result in amendments to the project time schedule and/or cost. Change orders on Board approved Contracts and Projects shall be subject to the following approval processes:

- A. Change orders up to \$10,000 may be authorized by Airport staff in accordance with the authorized procurement limits listed in Section XIII.
- B. Change orders that *reduce* the total approved contract price by less than the greater of \$50,000 or 10% of the total contract may be authorized by the Executive Director.
- C. Change orders that *reduce* the total approved contract price by more than the greater of \$50,000 or 10% must be approved by the Board of Commissioners.
- D. Change orders that *increase* the total contract by more than the greater of 10% of the original contract amount, or \$10,000 must be approved by the Board of Commissioners.
- E. If the original board approved contract or project budget includes an amount for owner contingency, the Executive Director may authorize change orders that *increase* the total approved contract price by less than the greater of \$50,000 or 10% of the original approved contract.

X. Use of Airport Revenue

- A. There are a variety of Airport Revenues, including Passenger Facility Charges, Customer Fee Charges, Federal, State and local grant funding. Each revenue stream is governed by rules and regulation concerning its use. Refer to the applicable rule or regulation for revenue use. Some of the regulation includes, but is not limited to:
1. 14 CFR Chapter 1: Policy and Procedures Concerning the Use of Airport Revenue; Proceeds from Taxes on Aviation Fuel.
 2. AATA: The Airport and Airway Safety and Capacity Expansion Act of 1987.
 3. FAA Authorization Act of 1994.
 4. FAA Reauthorization Act of 1996.
 5. Colorado Revised Statutes.
 6. GJRAA Bylaws and Resolutions.

XI. Emergency Purchases/Exemptions

- A. When an emergency condition prevents the use of a competitive procurement method, the Airport may conduct procurement on an emergency basis. Emergency procurements may be negotiated on a sole source or limited competition basis as dictated by the circumstances surrounding the emergency.
- B. An emergency condition justifies the use of an emergency procurement when that condition threatens one (1) or more of the following:
1. The functioning of the Airport;
 2. The preservation or protection of property; and/or
 3. The health or safety of any person(s) or animal(s).
- C. Emergency Procurements do not include:
1. Procurements that need to be rushed because of an avoidable failure to plan ahead;
 2. End of the fiscal year procurements; or
 3. End of a grant/contract procurement.

- D. The Airport may make emergency procurements when an emergency condition arises and the need cannot be met through normal procurement methods, as determined by one of the following designated officials: Board Chairman, Vice Chairman, Executive Director, Finance Director, Planning and Development Director, Operations Director, or Facilities Director. Any of these officials may declare an emergency, provided that, whenever practicable, approval by the Board Chairman or Vice Chairman shall be obtained prior to the procurement.
- E. The emergency procurement shall be limited to the procurement of only the types of items and quantities or time period sufficient to meet the emergent condition and shall not be used to meet long-term requirements.

XII. Approval of Executive Director reimbursements

- A. Board Commissioners on the Finance and Audit Committee will review the Executive Director's expenses and P-Card statements quarterly.

XIII. Procurement Protest Procedure

Any actual or prospective bidder, contractor, or vendor who is aggrieved in connection with the solicitation or award of a contract and purchase order may protest to the Executive Director as set out in this section.

- A. The protest shall be submitted in writing to the Executive Director or designated representative, with a copy to the Airport's General Counsel c/o the Airport, within seven (7) working days after the aggrieved party knows or should have known of the facts giving rise thereto.
- B. The protest shall include a concise statement indicating the grounds and evidence, including facts, rules, regulations, statutes, and constitutional provisions, upon which the protest is based, with inclusion of all supporting documentation, a statement of specific ruling or relief requested, and signature of the protestor or an authorized agent of the protestor.

- C. The Executive Director shall have the authority to settle and resolve a protest of an aggrieved bidder, contractor, or vendor, actual or prospective, concerning a solicitation or award of a contract. A written decision regarding the protest shall be rendered within twenty-five (25) working days after the protest is filed. This authority shall be exercised in accordance with this Policy.
1. The Airport reserves the right to make determinations that are deemed in the best interest of the Airport. If twenty-five (25) working days have passed without a decision by the Executive Director, the written protest shall be resolved by the Airport General Counsel within ten (10) working days of the expiration of the twenty-five (25) working day period.
- D. If a protestor formally disputes the procurement because the bid solicitation is allegedly defective, it is the responsibility of the protestor to notify the Executive Director in writing seven (7) days before the bid opening to allow the correction of the deficiency by amending the solicitation.
1. If a protestor disputes a defective solicitation after bid opening the Executive Director may dismiss the protest without action.
 2. No formal protest may challenge the chosen procurement method, the evaluation criteria, the relative weight of the evaluation criteria or the formula specified for assigning points in any competitive selection process.
- E. During any protest, no contact with Authority Board members, officers, or employee, other than the procurement agent identified in the solicitation or designee, the Executive Director or designee, and the Authority's General Counsel, is permitted from any protestor. Such communication may result in an automatic disqualification from selection for the pending solicitation.

XIV. General Procurement Approval Limits Chart

Procurement Threshold	Written Quotes	Pre-Approval Required	Required Approvals					RFP/RFQ Required
			Supervisor	Dept. Director	Executive Director	GJRAA Board		
Goods, Materials, Supplies and General Services	\$0 - \$1000	None	No	X				
	\$1,000 - \$5,000	None	Yes		X			
	\$5,000 - \$9,999	3	Yes			X		
	\$10,000 - \$49,999	3	Yes			X	X	
	Over \$50,000	N/A	Yes			X	X	Yes
Retained Professional Services i.e. Engineering, IT, Planning *Legal Services Exempt								
\$0 - \$9,999	1	Yes			X		Task Order	
\$10,000 - \$49,999	1	Yes				X	Task Order	
Over \$50,000		Yes				X	Task Order	
Legal Services Not Related to Litigation								
\$0 to \$5,000		No			X			
Over \$5,000		No				X		

AIA[®] Document A133[®] – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 16th day of February in the year 2023, is incorporated into the accompanying AIA Document A133TM–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 2nd day of December in the year 2022 (the “Agreement”)
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

Precast Tee & Retaining wall repair
Grand Junction Regional Airport
2828 Walker Field Drive
Grand Junction, CO 81506

THE OWNER:
(Name, legal status, and address)

Grand Junction Regional Airport
2828 Walker Field Drive
Grand Junction, CO 81506

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

FCI Constructors, Inc.
P.O. Box 1767
Grand Junction, CO 81502

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER’S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager’s Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Ninety-nine Thousand Five Hundred Twenty-one Dollars and Zero Cents (\$99,521.00),

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201TM–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

See Exhibit A: GMP Estimate Dated December 2, 2022

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
------	-------

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of execution of this Amendment.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

Once board approval is received and NTP is issued

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Not later than Sixty (60) calendar days from the date of commencement of the Work.

By the following date:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Drawings by Knott Laboratory, LLC dated 11/22/2022

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Number	Title	Date
--------	-------	------

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
-------	------	-------

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item

Price

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

Exhibit A: GMP Estimate dated 12/02/2022
Exhibit B: Stamped drawings dated 01.31.2023, provided by Knott Laboratory, LLC
Exhibit C: Rental Rate Sheet
Exhibit D: Purchasing and Procurement Policy 08.20.2019

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)



CONSTRUCTION MANAGER (Signature)

Clay Marshall, CFO

(Printed name and title)

Init.

Additions and Deletions Report for AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:34:28 ET on 02/16/2023.

PAGE 1

This Amendment dated the 16th day of February in the year 2023, is incorporated into the accompanying AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 2nd day of December in the year 2022 (the "Agreement")

...

Precast Tee & Retaining wall repair
Grand Junction Regional Airport
2828 Walker Field Drive
Grand Junction, CO 81506

...

Grand Junction Regional Airport
2828 Walker Field Drive
Grand Junction, CO 81506

...

FCI Constructors, Inc.
P.O. Box 1767
Grand Junction, CO 81502

PAGE 2

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Ninety-nine Thousand Five Hundred Twenty-one Dollars and Zero Cents (\$99,521.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

...

See Exhibit A: GMP Estimate Dated December 2, 2022

...

Established as follows:

...

Once board approval is received and NTP is issued

PAGE 3

Not later than Sixty (60) calendar days from the date of commencement of the Work.

...

Drawings by Knott Laboratory, LLC dated 11/22/2022

PAGE 4

Exhibit A: GMP Estimate dated 12/02/2022

Exhibit B: Stamped drawings dated 01.31.2023, provided by Knott Laboratory, LLC

Exhibit C: Rental Rate Sheet

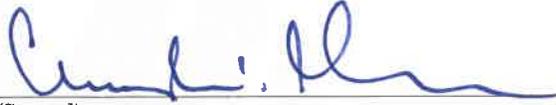
Exhibit D: Purchasing and Procurement Policy 08.20.2019

...

Clay Marshall, CFO

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Clay Marshall - CFO, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:34:28 ET on 02/16/2023 under Order No. 2114295968 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ - 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

CFO

(Title)

2-16-23

(Dated)



Document A133[®] – 2019 Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the 16th day of February in the year 2023
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

Double Tee & Retaining wall repairs
Grand Junction Regional Airport
2828 Walker Field Drive
Grand Junction, CO 81502

THE OWNER:
(Name, legal status, and address)

Grand Junction Regional Airport
2828 Walker Field Drive
Grand Junction, CO 81506

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

FCI Constructors, Inc.
P.O. Box 1767
Grand Junction, CO 81502

TABLE OF ARTICLES

B.1 GENERAL

B.2 OWNER'S INSURANCE

B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

B.4 SPECIAL TERMS AND CONDITIONS

ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201[™]-2017, General Conditions of the Contract for Construction.

ARTICLE B.2 OWNER'S INSURANCE

§ B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201[™]-2017, General Conditions of the Contract for Construction. Article 11 of A201[™]-2017 contains additional insurance provisions.

§ B.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner’s usual general liability insurance.

§ B.2.3 Required Property Insurance

§ B.2.3.1 Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder’s risk “all-risks” completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner’s property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ B.2.3.1.1 Causes of Loss. The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss	Sub-Limit
---------------	-----------

§ B.2.3.1.2 Specific Required Coverages. The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect’s and Construction Manager’s services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
----------	-----------

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ B.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ B.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner’s occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ B.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, “all-risks” property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ B.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- § **B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

- § **B.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

- § **B.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

- § **B.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

- § **B.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

- § **B.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

- § **B.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ B.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[] § B.2.5.1 **Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

[] § B.2.5.2 **Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

§ B.3.1 General

§ B.3.1.1 **Certificates of Insurance.** The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

§ B.3.1.2 **Deductibles and Self-Insured Retentions.** The Construction Manager shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Construction Manager.

§ B.3.1.3 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ B.3.2 Construction Manager's Required Insurance Coverage

§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ B.3.2.2 Commercial General Liability

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars and Zero Cents (\$1,000,000.00) each occurrence, Two Million Dollars and Zero Cents (\$2,000,000.00) general aggregate, and Two Million Dollars and Zero Cents (\$2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;

Init.

- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

§ B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than One Million Dollars and Zero Cents (\$1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ B.3.2.4 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ B.3.2.5 Workers' Compensation at statutory limits.

§ B.3.2.6 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents (\$1,000,000.00) each accident, One Million Dollars and Zero Cents (\$1,000,000.00) each employee, and One Million Dollars and Zero Cents (\$1,000,000.00) policy limit.

§ B.3.2.7 Deleted

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One Million Dollars and Zero Cents (\$1,000,000.00) per claim and One Million Dollars and Zero Cents (\$1,000,000.00) in the aggregate.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ B.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ B.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.

(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- [] § B.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
- (Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

- [] § B.3.3.2.2 **Railroad Protective Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.

- [] § B.3.3.2.3 **Asbestos Abatement Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

- [] § B.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

- [] § B.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.

[] § B.3.3.2.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage

Limits

§ B.3.4 Performance Bond and Payment Bond

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	100%
Performance Bond	100%

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

NA

Additions and Deletions Report for AIA® Document A133® – 2019 Exhibit B

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:33:06 ET on 02/16/2023.

PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the 16th day of February in the year 2023

...

Double Tee & Retaining wall repairs
Grand Junction Regional Airport
2828 Walker Field Drive
Grand Junction, CO 81502

...

Grand Junction Regional Airport
2828 Walker Field Drive
Grand Junction, CO 81506

...

FCI Constructors, Inc.
P.O. Box 1767
Grand Junction, CO 81502

PAGE 4

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars and Zero Cents (\$1,000,000.00) each occurrence, Two Million Dollars and Zero Cents (\$2,000,000.00) general aggregate, and Two Million Dollars and Zero Cents (\$2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

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§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than One Million Dollars and Zero Cents (\$1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, ~~maintenance-maintenance~~, and use of those motor vehicles along with any other statutorily required automobile coverage.

...

§ B.3.2.6 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents (\$1,000,000.00) each accident, One Million Dollars and Zero Cents (\$1,000,000.00) each employee, and One Million Dollars and Zero Cents (\$1,000,000.00) policy limit.

...

~~§ B.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks Deleted~~

...

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One Million Dollars and Zero Cents (\$1,000,000.00) per claim and One Million Dollars and Zero Cents (\$1,000,000.00) in the aggregate.

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Payment Bond	<u>100%</u>
Performance Bond	<u>100%</u>

...

NA

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
[Reserved]

ARTICLE 7
[Reserved]

ARTICLE 8
[Reserved]

ARTICLE 9
[Reserved]

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
[Reserved]

ARTICLE 13
[Reserved]

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
[Reserved]

ARTICLE 16
[Reserved]

AIA[®] Document A201[®] – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Double Tee & Retaining wall repair
Grand Junction Regional Airport
2828 Walker Field Drive
Grand Junction, CO 81506

THE OWNER:

(Name, legal status and address)

Grand Junction Regional Airport
2828 Walker Field Drive
Grand Junction, CO 81506

THE ARCHITECT:

(Name, legal status and address)

Knott Laboratory, LLC
7185 South Tucson Way
Centennial, CO 80112

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS**
- 2 OWNER**
- 3 CONTRACTOR**
- 4 ARCHITECT**
- 5 SUBCONTRACTORS**
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**
- 7 CHANGES IN THE WORK**
- 8 TIME**
- 9 PAYMENTS AND COMPLETION**
- 10 PROTECTION OF PERSONS AND PROPERTY**
- 11 INSURANCE AND BONDS**
- 12 UNCOVERING AND CORRECTION OF WORK**
- 13 MISCELLANEOUS PROVISIONS**

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503[™], Guide for Supplementary Conditions.

Init.

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14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

Init.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent

consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements,

assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the

Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the

Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations

and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor,

prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work,

promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will

affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and

unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against each other and their consultants and employees for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement, except such rights as they may have to proceeds of such insurance. The subrogation waiver is limited to the rights and claims of the Owner and Contractor that may be brought against each other, exclusively, and shall only be effective in the context. The Owner and Contractor do not waive and specifically maintain their subrogation rights, including all rights and remedies available at law and equity, against: (1) the Architect and Architect's consultants, agents, and employees; and (2) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit the waiver of subrogation by and between the Owner and Contractor. The waiver of subrogation by and between the Owner and Contractor shall be effective as to a person or entity: (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise; (2) even though that person or entity did not pay the insurance premium directly or indirectly; or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to

the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided

in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance,

the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the

Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§

Additions and Deletions Report for AIA® Document A201® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:33:46 ET on 02/16/2023.

PAGE 1

Double Tee & Retaining wall repair
Grand Junction Regional Airport
2828 Walker Field Drive
Grand Junction, CO 81506

...

Grand Junction Regional Airport
2828 Walker Field Drive
Grand Junction, CO 81506

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Knott Laboratory, LLC
7185 South Tucson Way
Centennial, CO 80112

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ARTICLE 1 GENERAL PROVISIONS

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§ 11.3.1 ~~The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, each other and their consultants and employees for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, Agreement, except such rights as they may have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. subrogation waiver is limited to the rights and claims of the Owner and Contractor that may be brought against each other, exclusively, and shall only be effective in the context. The Owner and Contractor do not waive and specifically maintain their subrogation rights, including all rights and remedies available at law and equity, against: (1) the Architect and Architect's consultants, agents, and employees; and (2) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation the waiver of subrogation by and between the Owner and Contractor. The waiver of subrogation by and between the Owner and Contractor shall be effective as to a person or entity-entity: (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, otherwise: (2)~~

even though that person or entity did not pay the insurance premium directly or ~~indirectly~~, indirectly; or (3) whether or not the person or entity had an insurable interest in the damaged property.

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The Contract shall be governed by the law of the place where the Project is located, ~~excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~located.

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§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. ~~If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

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§15.4 Arbitration

PAGE Error! Bookmark not defined.

§ 15.4.1 ~~If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.~~

...

§ 15.4.1.1 ~~A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.~~

...

§ 15.4.2 ~~The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

...

§ 15.4.3 ~~The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

...

§ 15.4.4 Consolidation or Joinder

...

~~§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

...

~~§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

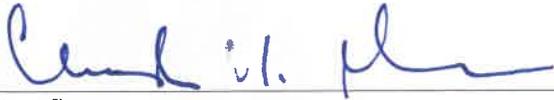
...

~~§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.~~

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Clay Marshall - CFO, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:33:46 ET on 02/16/2023 under Order No. 2114295968 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ - 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

CFO

(Title)

2-16-23

(Dated)

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Lease Assignment and Consent to Lease Assignment –R&L of GJ Investments, LLC and S2, LLC
PURPOSE:	Information <input type="checkbox"/> Guidance <input type="checkbox"/> Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Consent to assignment of Ground Lease from R&L of GJ Investments, LLC to S2, LLC, and authorize the Executive Director to consent to the assignment.
SUMMARY:	R&L Investments, LLC is selling its property at 2845 Aviators Way #B to Phil Smith of S2, LLC. The Lease to be assigned has an initial expiration date of May 31, 2026 with one ten-year and four five-year renewal options remaining, subject to the conditions set forth in the Lease. The Authority’s consent is required to effectuate the Lease assignment from R&L of GJ Investments, LLC to S2, LLC.
REVIEWED BY:	Executive Director and Legal Counsel
FISCAL IMPACT:	None
ATTACHMENTS:	Assignment of Ground Lease Agreement and Consent to Assignment. Full lease document available upon request.
STAFF CONTACT:	Chance Ballegeer cballegeer@gjairport.com (970) 248-8586

**ASSIGNMENT OF GROUND LEASE AGREEMENT
AND CONSENT TO ASSIGNMENT**

This Assignment of Ground Lease Agreement and Consent to Assignment (the "Agreement") is entered into this 21 day of February, 2023 (the "Effective Date"), by R&L of GJ Investments, LLC ("R&L"), and S2, LLC ("S2"), and which is consented to by the GRAND JUNCTION REGIONAL AIRPORT AUTHORITY ("GJRAA").

WITNESSETH

WHEREAS, on or about May 1, 2017 GJRAA and R&L entered into a Ground Lease Agreement (the "Lease") by which R&L agreed to lease certain real property and improvements (the "Improvements") from GJRAA;

WHEREAS, R&L and S2 have entered into a separate agreement for the sale of the Improvements; and

WHEREAS, R&L wishes to assign the Lease to S2;

NOW, THEREFORE, in consideration of the agreements set forth herein, as well as for other good and valuable consideration, all Parties agree as follows:

1. R&L hereby assigns and transfers to S2 all of its rights, title, and interest in, to, and under the Lease. S2 hereby accepts the assignment of the Lease and agrees to assume and perform all obligations, liabilities, and responsibilities of R&L under the Lease which arise or are related to events occurring from and after the Effective Date, for the benefit of both GJRAA and R&L.
2. GJRAA hereby releases R&L from any and all obligations under the Lease that accrue on or after the Effective Date except for any hold harmless and/or indemnification obligations that R&L may have under the Lease, but which may arise after the Effective Date. However, this release is contingent upon S2's agreement to assume and perform all obligations, liabilities, and responsibilities of R&L under the Lease.
3. R&L hereby agrees to indemnify, defend, and hold S2 and GJRAA harmless from and against any and all liabilities, claims, demands, obligations, assessments, losses, costs, damages, and expenses of any nature whatsoever, including, but not limited to, costs and attorney's fees, which S2 or GJRAA may incur, sustain, or suffer, or which may be asserted or charged against S2 or GJRAA, as a result of R&L's actions or omissions and/or its performance or non-performance of its obligations, duties, responsibilities, covenants, and liabilities under the Lease being assigned.
4. S2 hereby warrants, covenants, and agrees to diligently perform and discharge each and all of R&L's obligations, duties, responsibilities, and covenants under the Lease and to indemnify and hold R&L and GJRAA harmless from and against any and all liabilities, claims, demands, obligations, assessments, losses, costs, damages, and expenses of any nature whatsoever, including, but not limited to, costs and attorney's fees, which R&L or GJRAA may incur, sustain, or suffer, or which may be asserted or charged against R&L or GJRAA, as a result of S2's actions

or omissions and/or its performance or non-performance of its obligations, duties, responsibilities, covenants, and liabilities under the Lease. Notwithstanding the generality of the foregoing, S2 hereby warrants, covenants, and agrees, for illustration and without limitation, to assume the Lease for the remaining term set forth in Section 1.8; conduct only those permitted uses on the Improvements in accordance with Section 1.12; pay all rents and fees in accordance with Article 4; remit a security deposit in accordance with Section 4.6; maintain insurance and submit required certificates in accordance with Article 8; and surrender possession upon expiration or early termination in accordance with Article 5.

5. R&L warrants and agrees that, as of the Effective Date, all payable rents, taxes, and/or assignments pertaining to the Lease or the Improvements have been paid in full.

6. S2 certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency.

7. S2 warrants and agrees to comply with the Grand Junction Regional Airport General Aviation Minimum Standards, as may be applicable to commercial aeronautical activities conducted on the Premises.

8. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

9. This Agreement shall not be construed as a consent or waiver of any rights that GJRAA has to object to any subsequent sublease or assignment of the Lease.

10. This Agreement shall bind and inure to the benefit of the Parties executing this Assignment and Consent to Assignment and their respective heirs, successors, and permitted assigns.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement on the date set forth below their signatures.

[END OF AGREEMENT; SIGNATURES AND CONSENT FOLLOW]

R&L of GJ Investments, LLC

S2, LLC

By: *Ron Nunnery*
By: Ron Nunnery (Feb 17, 2023 15:03 MST)
Its: Managing Member
Date: Feb 17, 2023

By: *Phil Smith*
By: Phil Smith (Feb 17, 2023 16:37 EST)
Its: Managing Member
Date: Feb 17, 2023

Consent to Assignment of Ground Lease Agreement

Effective upon proper execution by R&L and S2, GJRAA hereby consents to the assignment of the Lease to S2. Such consent is conditioned upon S2's agreement to meet and confer with GJRAA within twelve (12) months of the date of this consent regarding the consolidation of S2's lease agreements at the Airport. Nothing in this consent shall be construed to expand or extend any term or condition of the Lease, or waive any performance of any term or condition of the Lease, either before, on, or after the Effective Date.

Grand Junction Regional Airport Authority

By: _____
Its: Executive Director
Date: _____

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Resolution 2023-003 - Appoint Budget Officer and Treasurer		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Adopt Resolution No. 2023-003 to appoint Travis Boyd as the Budget Officer and Treasurer.		
SUMMARY:	<p>Travis Boyd was hired as the GJRAA Finance Director. Colorado Revised Statutes 29-1-104 requires the governing body of each local government to designate a person to prepare the budget and submit the same to the governing body. In August 2019, the Authority permanently appointed the Finance Director as the Budget Officer for purposes of CRS 29-1-104.</p> <p>According to the Bylaws, the Treasurer shall perform all duties incidental to the office and all duties as may be assigned by the Board.</p>		
REVIEWED BY:	Executive Director and Legal Counsel		
FISCAL IMPACT:	N/A		
ATTACHMENTS:	Resolution 2023-003		
STAFF CONTACT:	Angela Padalecki Email: apadalecki@gjairport.com Office: 970-248-8588		

RESOLUTION NO. 2023-03
RESOLUTION OF THE BOARD OF COMMISSIONERS
APPOINTING THE DIRECTOR OF FINANCE
AS THE BUDGET OFFICER

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 GJRAA is subject to the Local Government Budget Law of Colorado, Colorado Revised Statutes (C.R.S.), Title 29, Article 1, Part 1 (“Budget Law”); and

WHEREAS, the Budget Law, at C.R.S. § 29-1-104, requires the governing body of each local government to “designate or appoint a person to prepare the budget and submit the same to the governing body”; and

WHEREAS, the Budget Law, at C.R.S. § 29-1-103 and § 29-1-105, sets forth the procedural and substantive requirements for preparing the annual budget; and

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

1. The Board hereby designates Travis Boyd, Director of Finance, pursuant to C.R.S. Section 29-1-104, to be responsible for preparing the budget and submitting the same to the Board. For internal purposes, this role is designated as the “Budget Officer”.
2. The Board hereby directs all GJRAA employees to provide the Budget Officer, upon request, with true and accurate information on actual spending and estimates of anticipated spending for purposes of preparing GJRAA’s budget.

PASSED AND ADOPTED this 21st day of February, 2023.

Board Members Voting AYE

Board Members Voting NAY

GRAND JUNCTION REGIONAL AIRPORT
AUTHORITY

ATTEST:

Chairman

Clerk

Grand Junction Regional Airport Authority
Agenda Item Summary

TOPIC: Recommendation of Award Architect and Engineering Services

PURPOSE: Information Guidance Decision

RECOMMENDATION: Select Gensler to provide Architect and Engineering Services and authorize Executive Director to execute a five-year agreement.

SUMMARY: By selecting a firm for architect and 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.

A Request for Qualifications (RFQ) was issued on December 13, 2022. This RFQ was intentionally focused on Architectural and Engineering Services for the selection of the most qualified firm. The RFQ was posted on Bidnet until January 19, 2023 and included the following possible projects:

- Analyze proposed site and evaluate existing facilities;
- Establish design objectives;
- Obtain local, state, and federal permits for the execution of projects;
- Preparation of Grant Applications;
- Preparation of topographical surveys as required for design;
- Conduct geotechnical engineering and testing;
- Preparation of detailed cost estimates for projects;
- Preparation of construction contract documents in compliance with the most current funding agency requirements. Make formal submittals at the 30%, 60%, 90%, and 100% design stages;
- Preparation of phasing and construction safety plans, sequence of construction activity, including meeting with Airport, Airlines, FAA, TSA, etc. to verify phasing prior to inclusion into the contract documents;
- Perform all necessary inspections and evaluations associated with projects;
- Collection of data needed to produce as-built layouts;
- Production of both digital and hard copy as-built drawings;
- Attend, as needed, meetings with the Airport, CDOT, FAA, and/or Airport tenants and stakeholders throughout the project development process.

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 recommends awarding a new 5-year contract with Gensler for Architect and Engineering Services for GJRAA.

REVIEWED BY: Executive Director and Legal Counsel

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

ATTACHMENTS: Architect and Engineering Services Contract

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

GRAND JUNCTION REGIONAL AIRPORT AUTHORITY

AGREEMENT FOR ON-CALL PROFESSIONAL ARCHITECTURE AND ENGINEERING SERVICES

This AGREEMENT FOR ON-CALL PROFESSIONAL ARCHITECTURE AND ENGINEERING SERVICES (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 GENSLER, a California corporation authorized to do business in the State of Colorado (“Consultant”) (individually a “Party”, collectively the “Parties”) as of February 22, 2023 (the “Effective Date”).

1. Scope of Services

1.1. The Authority hereby retains the Consultant to provide professional architecture and engineering services on an as-needed basis related to capital projects at the Grand Junction Regional Airport (the “Airport”). Consultant is retained to provide the following services, as well as those consulting services described in the On-Call Professional Architecture and 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”):

- Analyze proposed site and evaluate existing facilities;
- Establish design objectives;
- Obtain local, state, and federal permits for the execution of projects;
- Preparation of Grant Applications;
- Preparation of topographical surveys as required for design;
- Preparation of detailed cost estimates for projects;
- Preparation of construction contract documents in compliance with the most current funding agency requirements. Make formal submittals at the 30%, 60%, 90%, and 100% design stages;
- Perform all necessary inspections and evaluations associated with projects;
- Collection of data needed to produce as-built layouts;
- Production of both digital and hard copy as-built drawings;
- Attend, as needed, meetings with the Airport, CDOT, FAA, and/or Airport tenants and stakeholders throughout the project development process.

1.2. The types of projects for which the Services shall be provided (the “Projects”) may include, but are not limited to, security and passenger screening checkpoint projects; terminal expansion/remodel projects to accommodate security and airline needs; baggage conveyance device replacements, upgrades, and additions; passenger loading bridge procurements and

replacements; service elevator modernization; Air Traffic Control Tower replacement; facilities maintenance and support building; addition to existing ARFF/SRE facility; common use rental car service facility; fire code/system upgrades; roof replacements; HVAC system upgrades/replacements; electrical upgrades; miscellaneous mechanical, electrical, and lighting work; utility installation and/or relocations; and other similar projects.

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, consistent with the Standard of Care set forth in Section 6.1. Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Projects.

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 architecture, 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 Services upon the expiration or termination of this Agreement; or (d) determining that some or all of the above- described Services will not be undertaken. This Agreement shall not be construed to guarantee any work for Consultant, 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 provided 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

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 February 23, 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: Gensler
 1225 17th Street, Suite 150
 Denver, CO 80202
 Attn: Brent Mather

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.

[END OF AGREEMENT; SIGNATURES AND EXHIBITS FOLLOW]

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 22nd day of February 2023.

AUTHORITY:

By: _____
Angela Padalecki, Executive Director

CONSULTANT:

By: Jon Gambrell
Jon Gambrell (Feb 15, 2023 10:00 MST)
Jon Gambrell, Managing Principal

EXHIBIT A

ON-CALL A/E 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

TOPIC:	Kelley Trucking Inc Change Orders No. 1 – AIP 72		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Approve Change Order No. 1 to the Kelley Trucking Inc. contract totaling \$53.30 for adjusted work including: Adjusting Grading and Drainage Earthwork schedules 1-3 and authorize the Executive Director to sign the change order.		
SUMMARY:	After construction started on earthwork for Schedules 1-3, minor improvements were identified. Mead & Hunt worked with Kelley Trucking on the work adjustments, which are reflected in this change order. We submitted a request to the FAA to approve the additional scope of work and the FAA approved. The proposed cost of the increase in scope is a total net increase in the Kelley Trucking Inc. contract of \$53.30.		
REVIEWED BY:	Executive Director and CIP Manager		
FISCAL IMPACT:	Increase in AIP Construction Costs of \$53.30 (\$5.30 in Airport Cost)		
ATTACHMENTS:	Kelley Trucking Inc. Change Order No. 1 – AIP 72		
STAFF CONTACT:	Angela Padalecki apadalecki@gjairport.com Office: 970-248-8581		

CONTRACT CHANGE ORDER NO. 1

Airport: Grand Junction Regional Airport

Date: 2023-02-09

Location: Grand Junction, Colorado

AIP No.: 3-08-0027-072-2021

Contractor: Kelley Trucking Inc.

You are requested to perform the following described work upon receipt of an approved copy of this document or as directed by the engineer:

Schedule 1

Item No.	Description	Unit	Unit Price	Quantity	Amount
RFCP #1 - Schedule 1/2/3					
P-153-5.1	CLSM Cutoff Wall Leach C3	CY	\$ 930.00	15.00	\$ 13,950.00
ACB Key Sections					
M-105-5.1	Engineered Overflow Channel	SF	\$ 28.15	915.00	\$ 25,757.25
M-105-5.2	Splash Pad	SF	\$ 82.60	249.00	\$ 20,567.40
This Change Order Total (Schedule 1)					\$ 60,274.65
Original Contract Total (Schedule 1)					\$ 5,740,158.39
Previous Change Order(s) Total (Schedule 1)					\$ -
Revised Contract Value (Schedule 1)					\$ 5,800,433.04

Schedule 2

This Change Order Total (Schedule 2)					\$ -
Original Contract Total (Schedule 2)					\$ 3,288,809.18
Previous Change Order(s) Total (Schedule 2)					\$ -
Revised Contract Value (Schedule 2)					\$ 3,288,809.18

Schedule 3

Item No.	Description	Unit	Unit Price	Quantity	Amount
RFCP #1 - Schedule 1/2/3					
P-153-5.2	CLSM Cutoff Wall Ranchman A2	CY	\$ 1,282.00	8.00	\$ 10,256.00
ACB Key Sections					
M-105-5.1	Engineered Overflow Channel	SF	\$ 25.45	2,975.00	\$ 75,713.75
M-105-5.2	Splash Pad	SF	\$ 52.50	594.00	\$ 31,185.00
Glide Slope Earthwork Reduction					
P-152-4.3	Embankment (Zone C)	CY	\$ 5.65	(31,394.00)	\$ (177,376.10)
This Change Order Total (Schedule 3)					\$ (60,221.35)
Original Contract Total (Schedule 3)					\$ 4,124,584.72
Previous Change Order(s) Total (Schedule 3)					\$ -
Revised Contract Value (Schedule 3)					\$ 4,064,363.37

This Change Order Total (Schedule 1/2/3)					\$ 53.30
Original Contract Total (Schedule 1/2/3)					\$ 13,153,552.29
Previous Change Order(s) Total (Schedule 1/2/3)					\$ -
Revised Contract Value (Schedule 1/2/3)					\$ 13,153,605.59

Total Day Count Increase to 573 Calendar Days for Schedules 1/2/3/4 starting July 10, 2022. This document shall become an amendment to the contract and all provisions of the contract will apply. Changes are shown on the attached sheets C-181, C-182, C-183, C-184 and C-551.

Recommended by: _____
Engineer (Mead and Hunt)

Date

Approved by: _____
Airport (Grand Junction Regional Airport)

Date

Accepted by: _____
Contractor (Kelley Trucking Inc.)

Date

Approved by: _____
Federal Aviation Administration

Date

NOTE: Change Orders and Supplemental Agreements require FAA approval prior to construction, otherwise no Federal participation can be granted. State Aeronautics concurrence is required when state participation is anticipated.

AIP NO. 3-08-0027-072-2021

CHANGE ORDER NO. 01

AIRPORT Grand Junction Regional Airport

LOCATION Grand Junction, CO

JUSTIFICATION FOR CHANGE

1. Brief description of the proposed contract change(s) and location(s).

Schedule 1

P-153-5.1 - CLSM Cutoff Wall Leach C3 – Cutoff wall along the spillway of Leach C3 added to the project.
M-105-5.1 - Engineered Overflow Channel – Key End Sections to be included to the total Engineered Channel quantity.
M-105-5.2 - Splash Pad – Key End Sections to be included to the total Engineered Channel quantity.

Schedule 3

P-153-5.2 - CLSM Cutoff Wall Ranchman A2 – Cutoff wall along the spillway of Ranchman A2 added to the project.
M-105-5.1 - Engineered Overflow Channel – Key End Sections to be included to the total Engineered Channel quantity.
M-105-5.2 - Splash Pad – Key End Sections to be included to the Engineered Channel total quantity.
P-152-4.3 - Embankment (Zone C) – Earthwork reduction in Zone C embankment within the Glide Slope Area.

2. Reason(s) for the change(s) (*Continue on reverse if necessary*)

Schedule 1

P-153-5.1 - CLSM Cutoff Wall Leach C3 – Cutoff wall along the spillway of Leach C3 added to incorporate revised drainage requirements.
M-105-5.1 - Engineered Overflow Channel – Key End Sections not included within total Engineered Channel quantity, required additional quantity to comply with drainage standards.
M-105-5.2 - Splash Pad – Key End Sections not included within total Engineered Channel quantity, required additional quantity to comply with drainage standards.

Schedule 3

P-153-5.2 - CLSM Cutoff Wall Ranchman A2 – Cutoff wall along the spillway of Ranchman A2 added to incorporate revised drainage requirements.
M-105-5.1 - Engineered Overflow Channel – Key End Sections not included within total Engineered Channel quantity, required additional quantity to comply with drainage standards.
M-105-5.2 - Splash Pad – Key End Sections not included within total Engineered Channel quantity, required additional quantity to comply with drainage standards.
P-152-4.3 - Embankment (Zone C): In the Restrictive Area, to limit the long-term impact to the glideslope critical area, the amount of Zone C embankment material has been reduced.

3. The Sponsor's share of this cost is available from:

Local Funding

4. If this is a supplemental agreement involving more than \$2,000, is the cost estimate based on the latest wage rate decision? Yes No Not Applicable

5. Has consent of surety been obtained? Yes Not Necessary

6. Will this change affect the insurance coverage? Yes No

7. If yes, will the policies be extended? Yes No Not Applicable

8. Has this Change Order been discussed with FAA officials? Yes No

When:

With Whom: Mike Matz

Comment(s):

These documents shall not be used for any purpose or project for which it is not intended. Mead & Hunt shall be indemnified by the client and held harmless and defended from all claims, damages, liabilities, losses, and expenses, including attorney's fees and costs, arising out of such misuse or reuse of the documents. In addition, unauthorized reproduction of these documents, in part or as a whole, is prohibited.

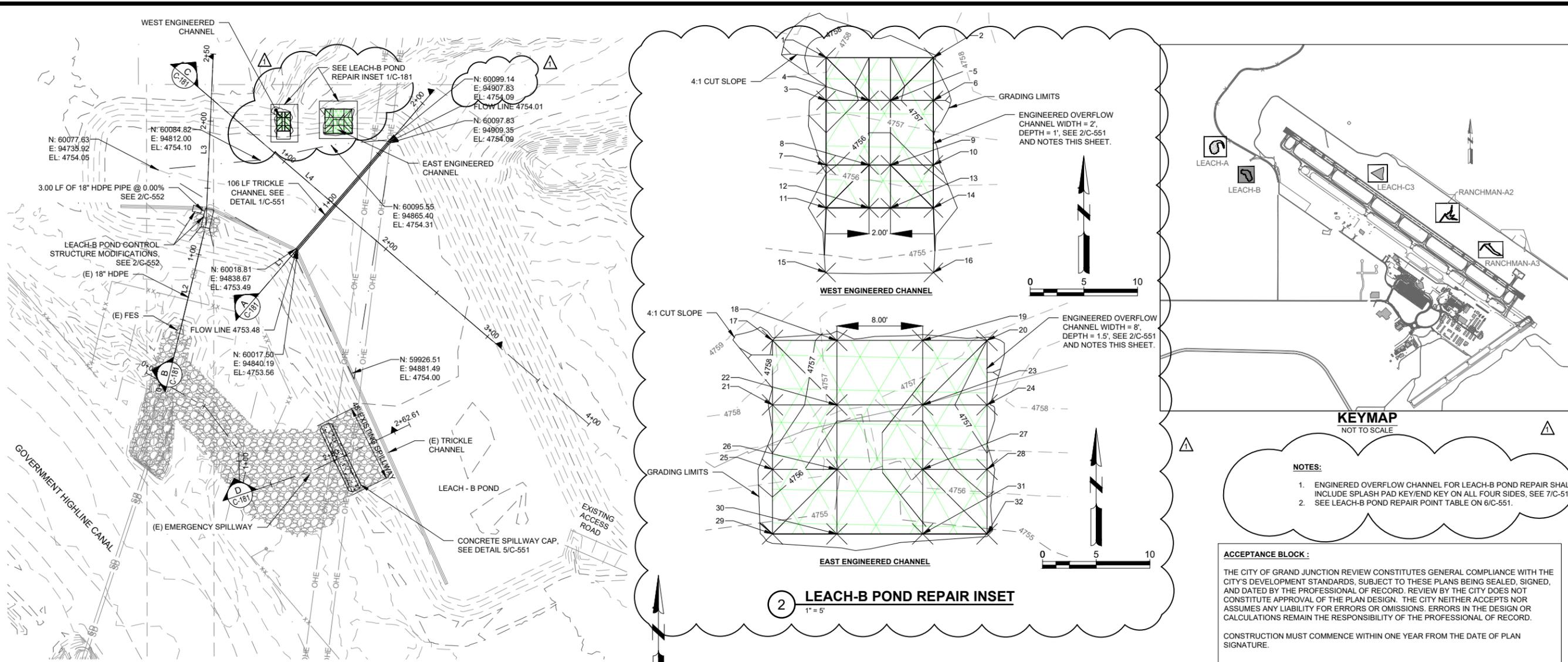
**GRAND JUNCTION REGIONAL AIRPORT
FY 2021 GRADING AND DRAINAGE PACKAGE
ISSUED FOR CONSTRUCTION**

2828 Walker Field Drive
Grand Junction, CO 81506

ISSUED
RFCP 1 - 07/05/2022

APP # 3-08-0027-068-2021
MMH NO: 2331300-170312.10
DATE: DEC 15, 2021
DESIGNED BY: JRT
DRAWN BY: ZEM
CHECKED BY: RDT
DO NOT SCALE DRAWINGS

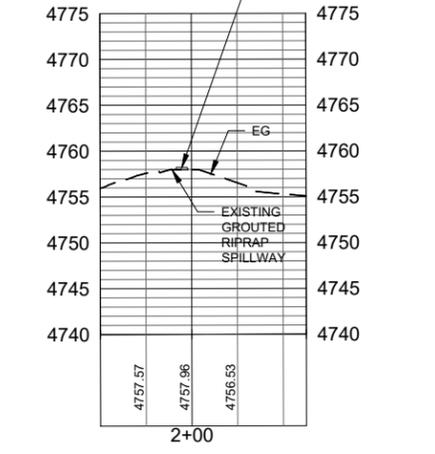
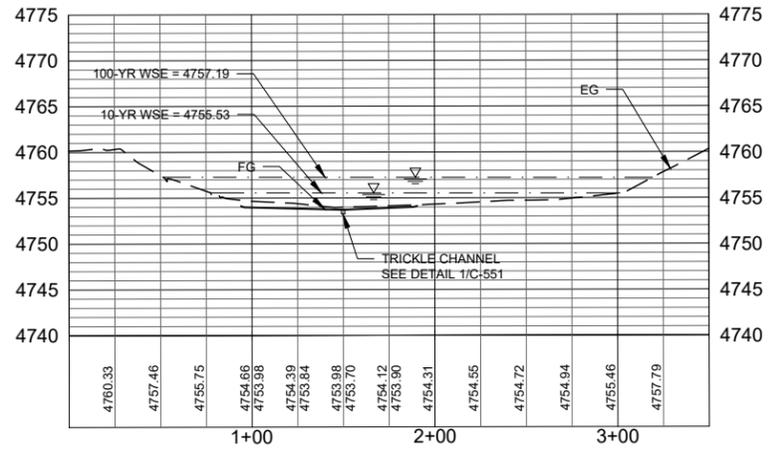
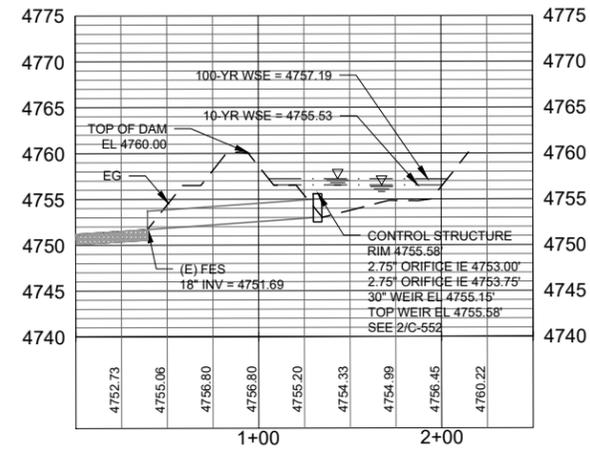
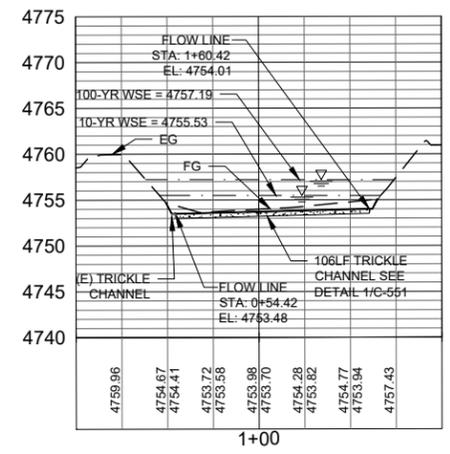
SHEET CONTENTS
LEACH-B POND
GRADING PLAN



ALIGNMENT LINE DATA

LINE #	LENGTH	BEARING	START NORTHING	START EASTING	END NORTHING	END EASTING
L1	200.00	N40° 43' 34.08"E	59975.61	94802.80	60127.18	94933.29
L2	122.53	N13° 43' 56.15"E	59917.56	94742.63	60036.58	94771.72
L3	127.47	N2° 29' 00.75"E	60036.58	94771.72	60163.94	94777.24
L4	400.00	S49° 16' 25.92"E	60149.26	94754.37	59888.28	95057.50

1 LEACH-B POND PLAN
SCALE: 1" = 40'



I:\CORP\MHADHUNT\COM\SHARED\PROJECTS\2331300\170312.01\TECH\CAD - 2021\C-180 DETENTION PONDS 06/03/2022.DWG
7/8/2022 8:00:40 AM

These documents shall not be used for any purpose or project for which it is not intended. Mead & Hunt shall be indemnified by the client and held harmless and defended from all claims, damages, liabilities, losses, and expenses, including attorney's fees and costs, arising out of such misuse or reuse of the documents. In addition, unauthorized reproduction of these documents, in part or as a whole, is prohibited.

**GRAND JUNCTION REGIONAL AIRPORT
FY 2021 GRADING AND DRAINAGE PACKAGE
ISSUED FOR CONSTRUCTION**

2828 Walker Field Drive
Grand Junction, CO 81506

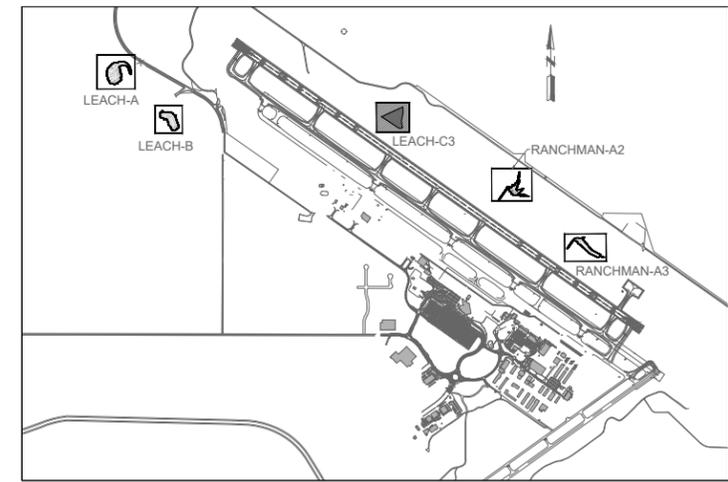
ISSUED
RFCP 1 - 06/01/2022

APP #: 3-08-0027-068-2021
MMH NO.: 2331300-170312.10
DATE: DEC 15, 2021
DESIGNED BY: JRT
DRAWN BY: ZEM
CHECKED BY: RDT
DO NOT SCALE DRAWINGS

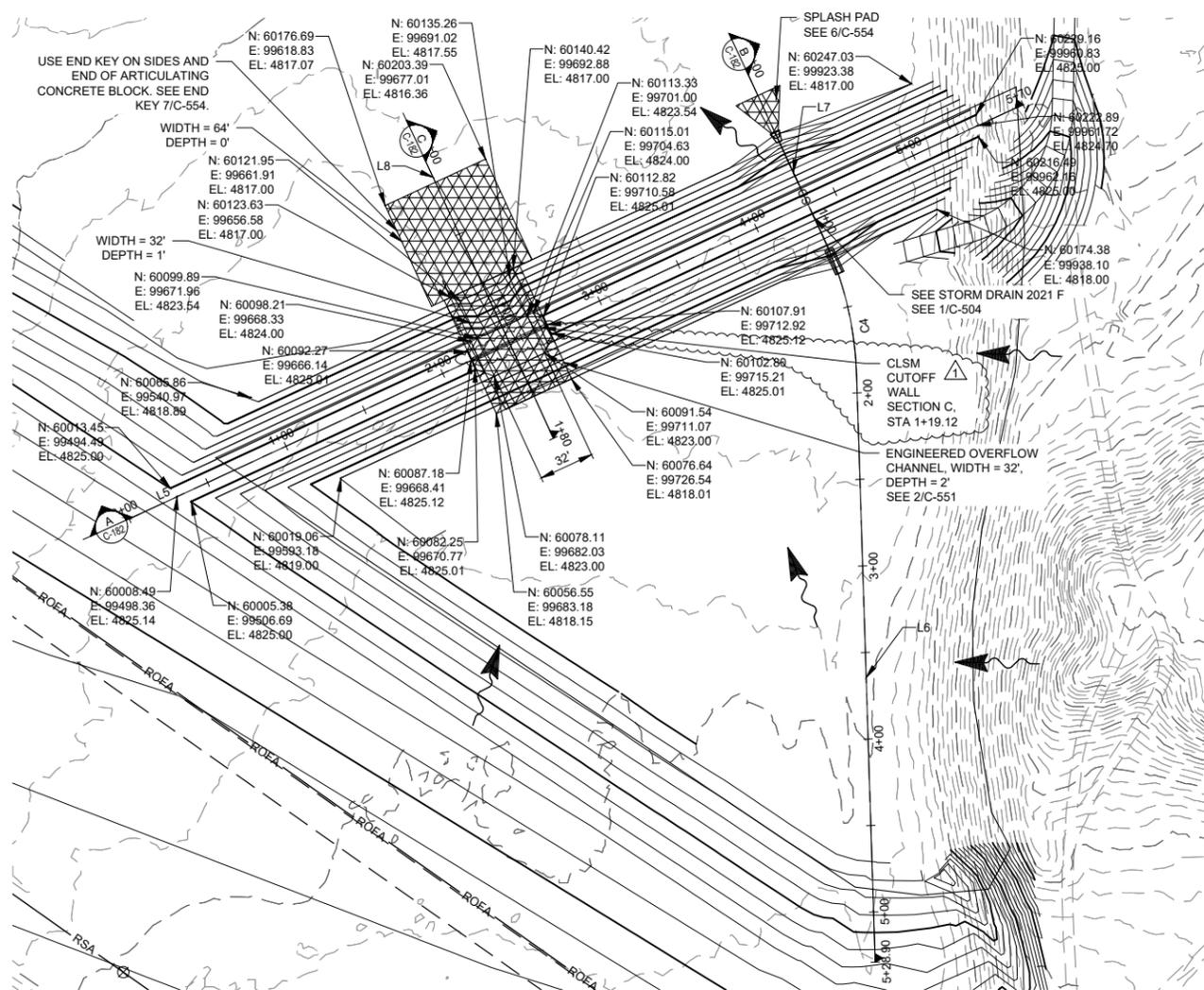
SHEET CONTENTS
LEACH-C3 POND
GRADING PLAN

SHEET NO. 81 of 176

C-182

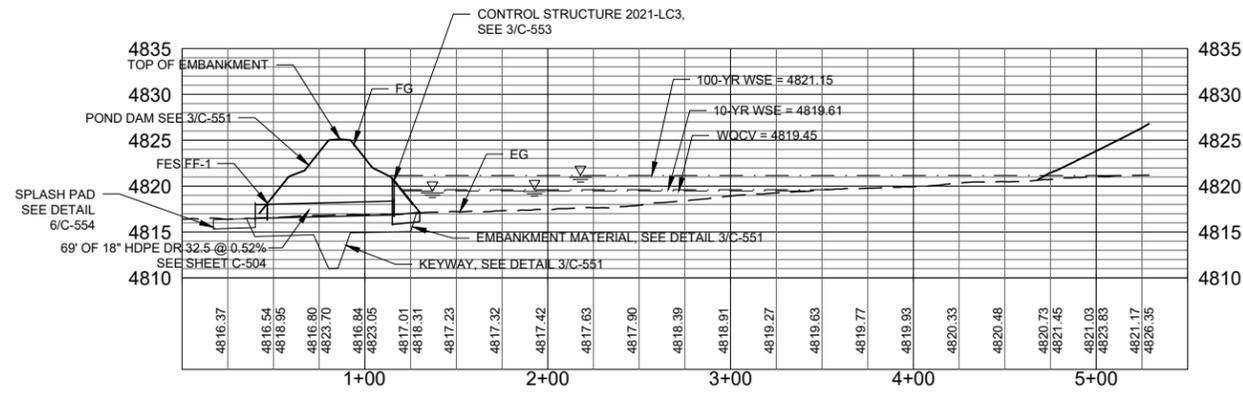


KEYMAP
NOT TO SCALE



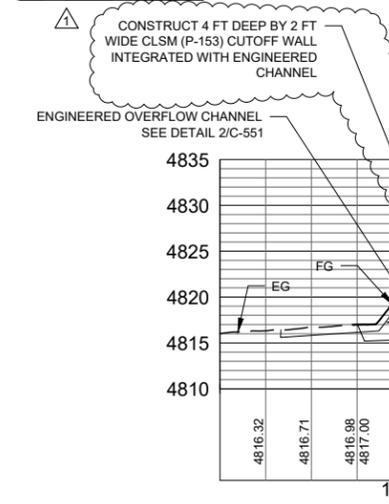
**LEACH - C3 POND
PLAN**

1 SCALE: 1" = 40'



**LEACH - C3 POND
SECTION B**

B SCALE: HORIZ 1" = 50'; VERT 1" = 10'



**LEACH - C3 POND
SECTION A**

A SCALE: HORIZ 1" = 50'; VERT 1" = 10'

ALIGNMENT LINE DATA						
LINE #	LENGTH	BEARING	START NORTHING	START EASTING	END NORTHING	END EASTING
L5	570.00	N65° 10' 42.34"E	59995.77	99470.66	60235.05	99988.00
L6	339.31	S1° 49' 25.51"E	60078.93	99891.62	59739.79	99902.42
L7	109.31	S24° 49' 17.73"E	60255.74	99827.36	60156.52	99873.25
L8	180.00	S24° 48' 24.06"E	60205.66	99640.70	60042.27	99716.22

ALIGNMENT CURVE DATA													
#	RADIUS	Δ	TANGENT	LENGTH	CENTER POINT NORTHING	CENTER POINT EASTING	PC NORTHING	PC EASTING	PT NORTHING	PT EASTING	PC STATION	PT STATION	
C4	200.00'	22° 59' 52"	40.69	80.28'	60072.562	99691.722	60156.521	99873.246	60078.927	99891.621	1+09.31	1+89.59	

ACCEPTANCE BLOCK:

THE CITY OF GRAND JUNCTION REVIEW CONSTITUTES GENERAL COMPLIANCE WITH THE CITY'S DEVELOPMENT STANDARDS, SUBJECT TO THESE PLANS BEING SEALED, SIGNED, AND DATED BY THE PROFESSIONAL OF RECORD. REVIEW BY THE CITY DOES NOT CONSTITUTE APPROVAL OF THE PLAN DESIGN. THE CITY NEITHER ACCEPTS NOR ASSUMES ANY LIABILITY FOR ERRORS OR OMISSIONS. ERRORS IN THE DESIGN OR CALCULATIONS REMAIN THE RESPONSIBILITY OF THE PROFESSIONAL OF RECORD.

CONSTRUCTION MUST COMMENCE WITHIN ONE YEAR FROM THE DATE OF PLAN SIGNATURE.

CITY DEVELOPMENT ENGINEER _____ DATE _____

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GRAND JUNCTION REGIONAL AIRPORT FY 2021 GRADING AND DRAINAGE PACKAGE ISSUED FOR CONSTRUCTION

2828 Walker Field Drive
Grand Junction, CO 81506

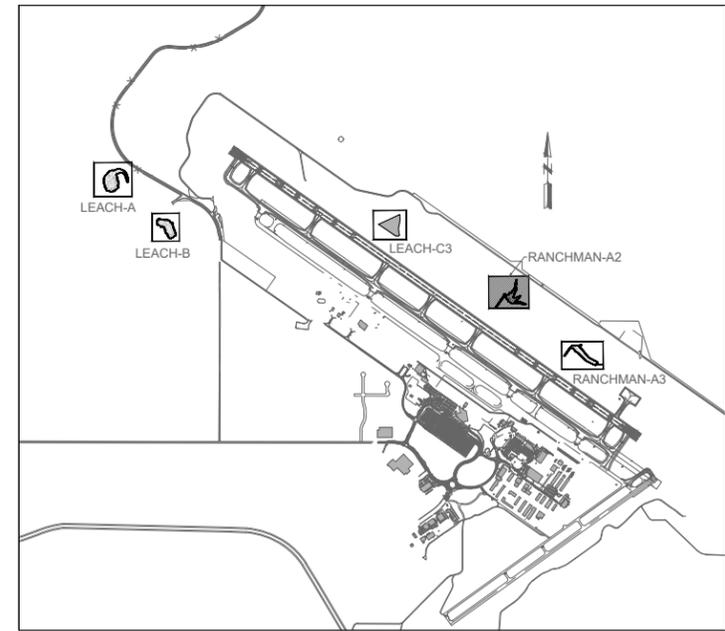
ISSUED
RFCP 1 - 06/01/2022

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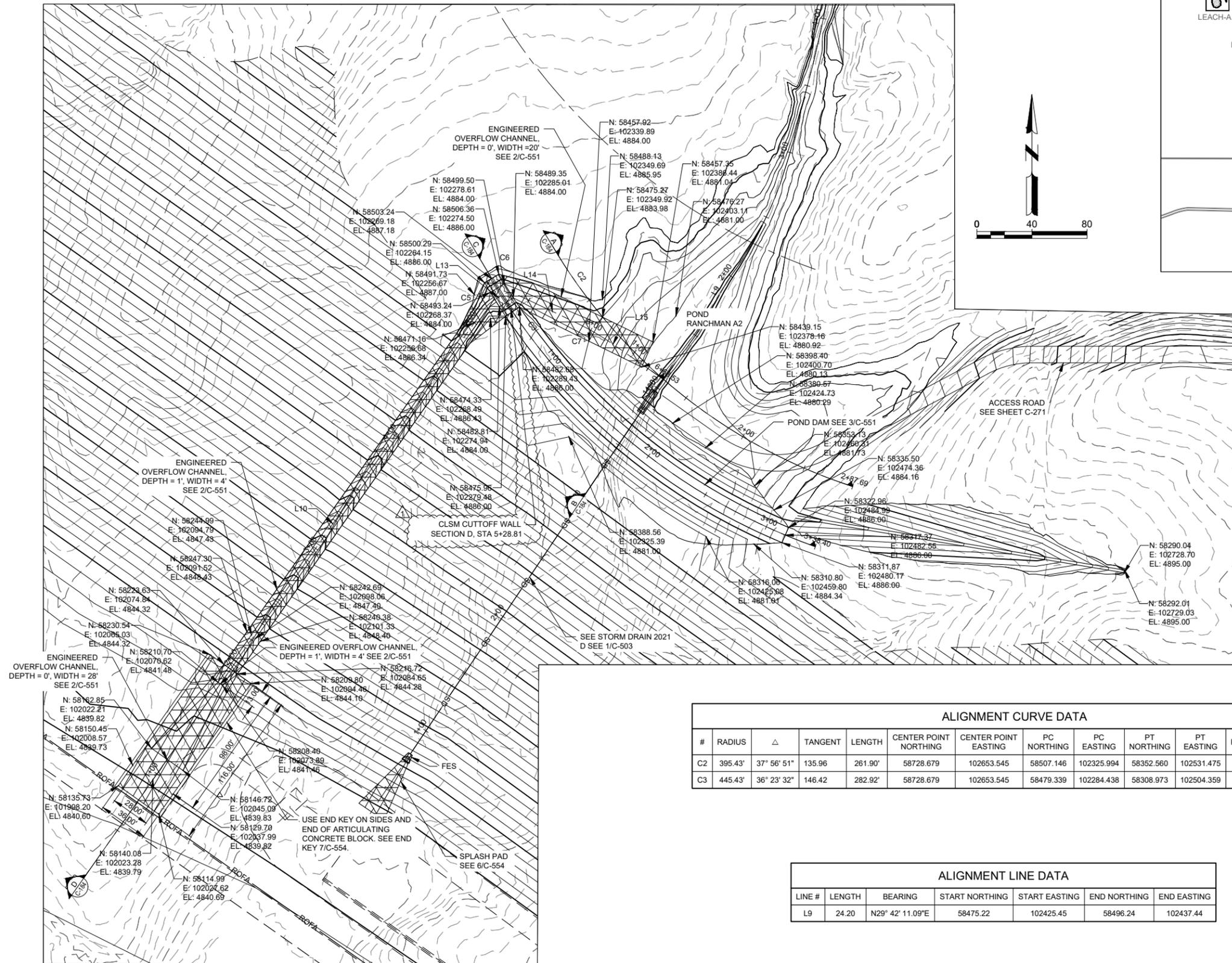
SHEET CONTENTS
RANCHMAN A2 POND
PLAN

SHEET NO. 82 of 176

C-183



KEYMAP
NOT TO SCALE



#	RADIUS	Δ	TANGENT	LENGTH	CENTER POINT NORTHING	CENTER POINT EASTING	PC NORTHING	PC EASTING	PT NORTHING	PT EASTING	PC STATION	PT STATION
C2	395.43'	37° 56' 51"	135.96	261.90'	58728.679	102653.545	58507.146	102325.994	58352.560	102531.475	0+25.79	2+87.69
C3	445.43'	36° 23' 32"	146.42	282.92'	58728.679	102653.545	58479.339	102284.438	58308.973	102504.359	0+55.48	3+38.40

LINE #	LENGTH	BEARING	START NORTHING	START EASTING	END NORTHING	END EASTING
L9	24.20	N29° 42' 11.09"E	58475.22	102425.45	58496.24	102437.44

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CITY DEVELOPMENT ENGINEER _____

DATE _____

RANCHMAN - A2 GRADING PLAN

SCALE: 1" = 40'

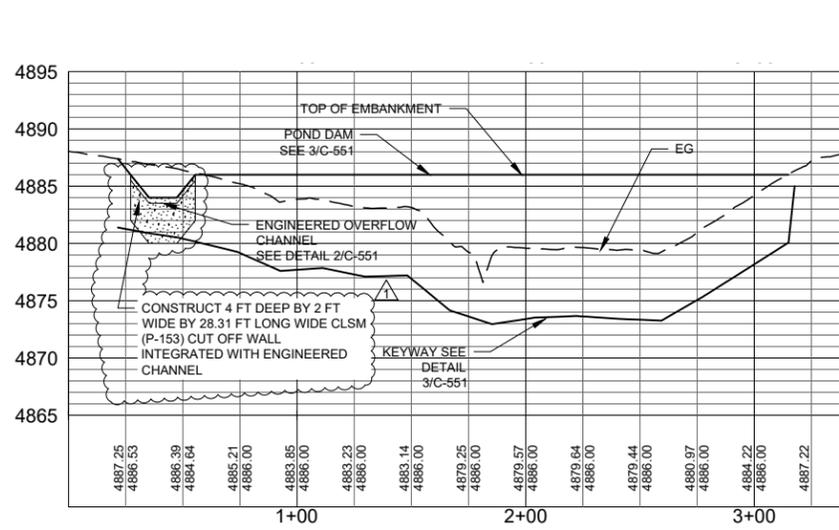
1

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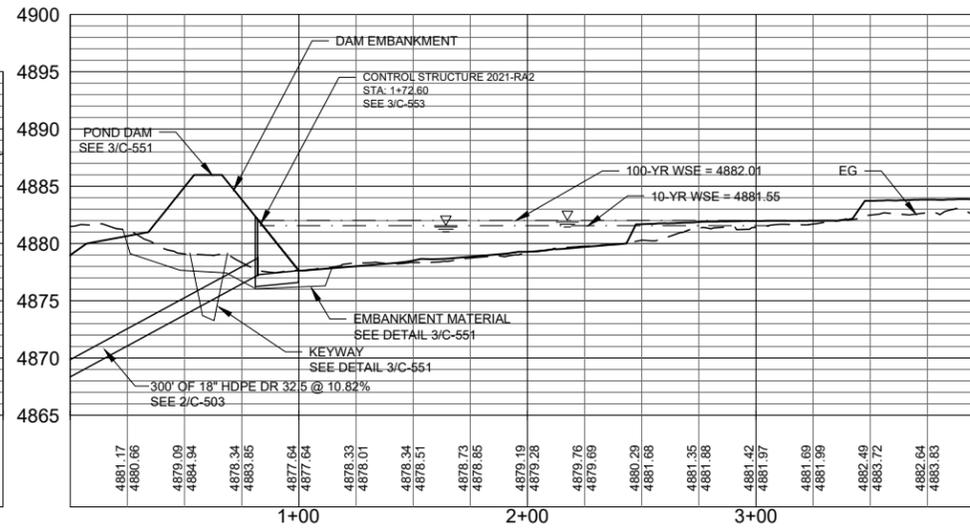
ISSUED
RFCP 1 - 06/01/2022

AIP #: 3-08-0027-068-2021
 MMH NO.: 2331300-170312.10
 DATE: DEC 15, 2021
 DESIGNED BY: JRT
 DRAWN BY: ZEM
 CHECKED BY: RDT
 DO NOT SCALE DRAWINGS

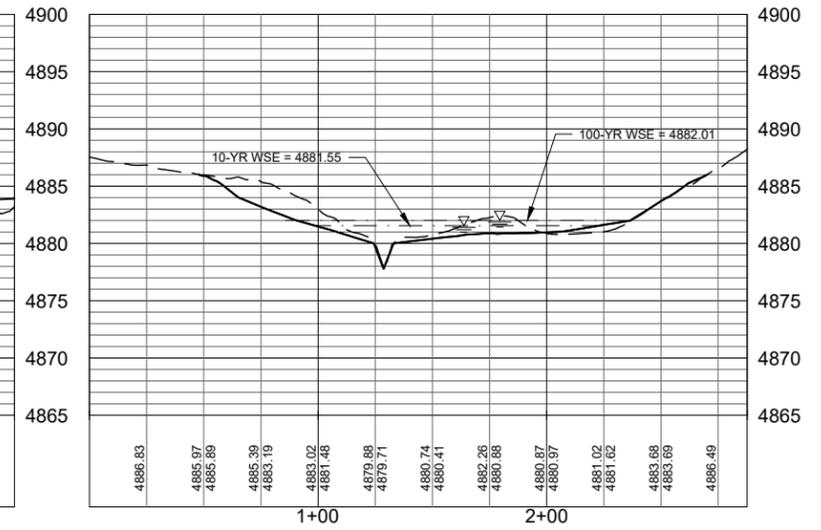
SHEET CONTENTS
RANCHMAN A2 POND
PROFILES



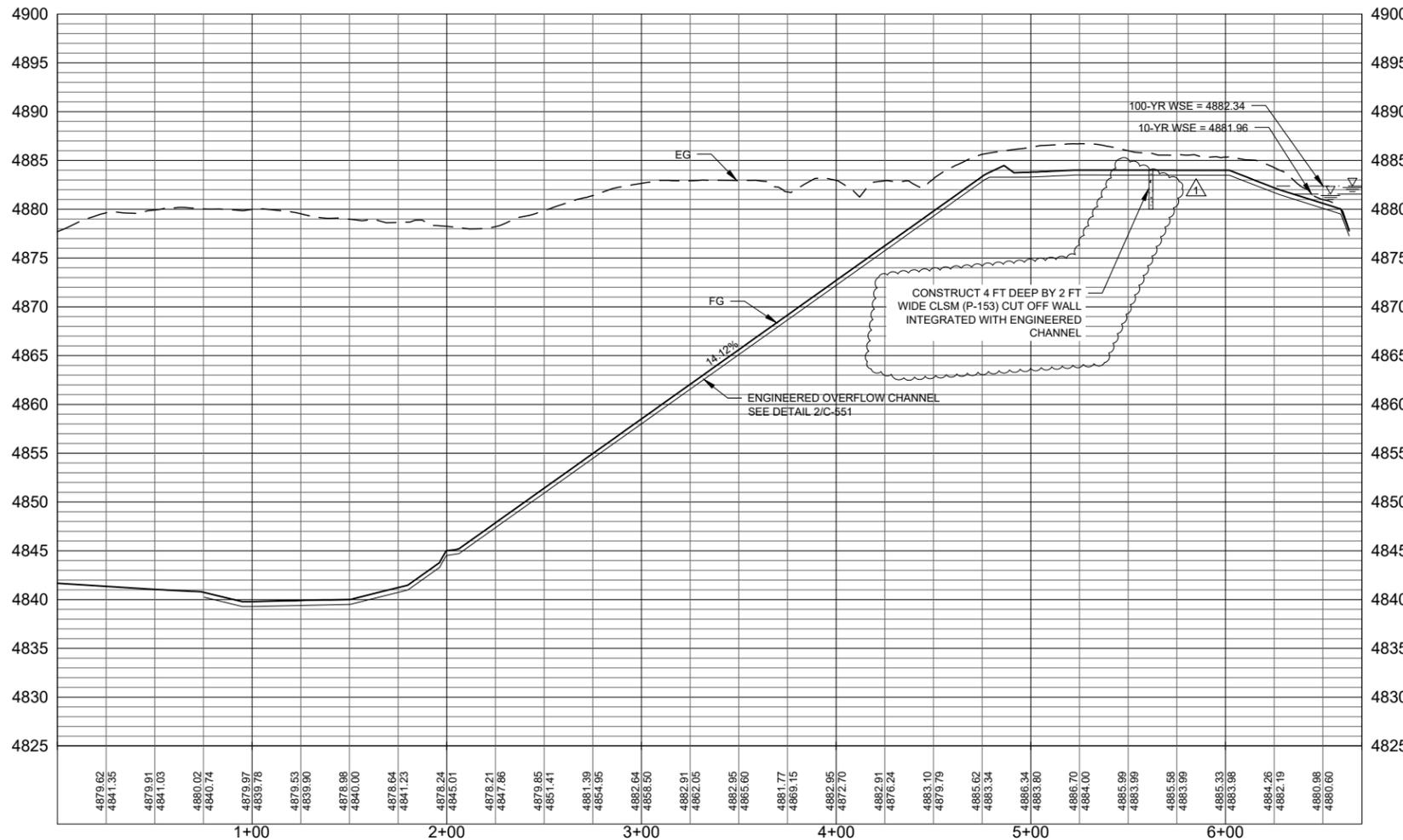
C RANCHMAN - A2 POND SECTION C
SCALE: HORIZ 1" = 50'; VERT 1" = 10'



B RANCHMAN - A2 POND SECTION B
SCALE: HORIZ 1" = 50'; VERT 1" = 10'



A RANCHMAN - A2 POND SECTION A
SCALE: HORIZ 1" = 50'; VERT 1" = 10'



D RANCHMAN - A2 POND SECTION D
SCALE: HORIZ 1" = 50'; VERT 1" = 10'

NOTE: SEE RANCHMAN A2 POND PLAN ON SHEET C-183

ACCEPTANCE BLOCK:

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CITY DEVELOPMENT ENGINEER

DATE

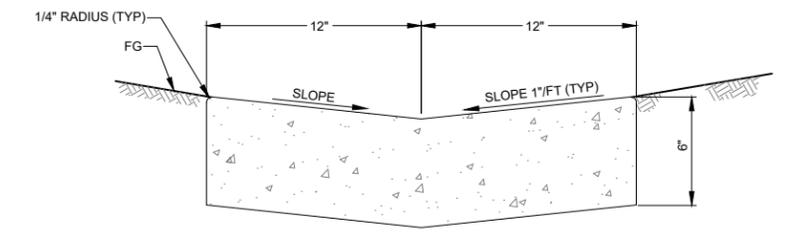
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ISSUED
 RCP 1 - 07/05/2022

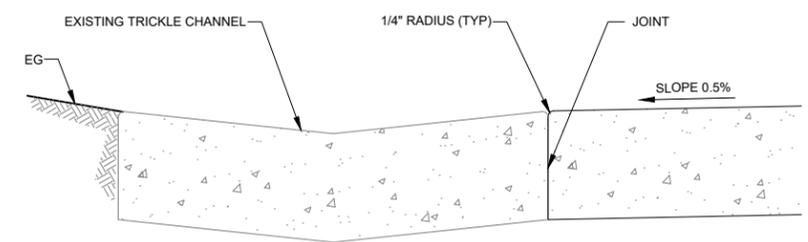
APP #: 3-08-0027-068-2021
 MMH NO.: 2331300-170312.10
 DATE: DEC 15, 2021
 DESIGNED BY: JRT
 DRAWN BY: ZEM
 CHECKED BY: RDT
 DO NOT SCALE DRAWINGS

SHEET CONTENTS
 DRAINAGE DETAILS

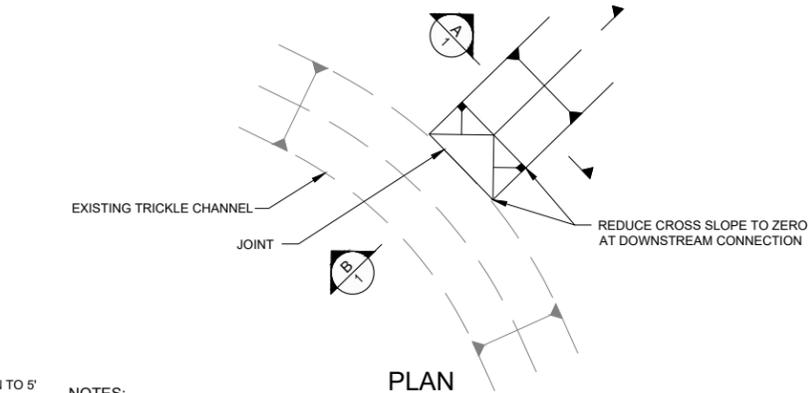
SHEET NO. 94 of 176



SECTION A



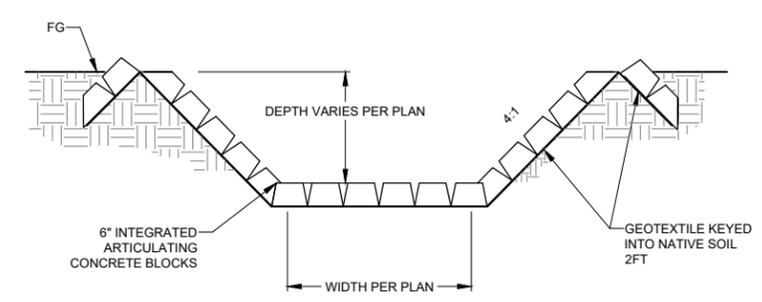
SECTION B



PLAN

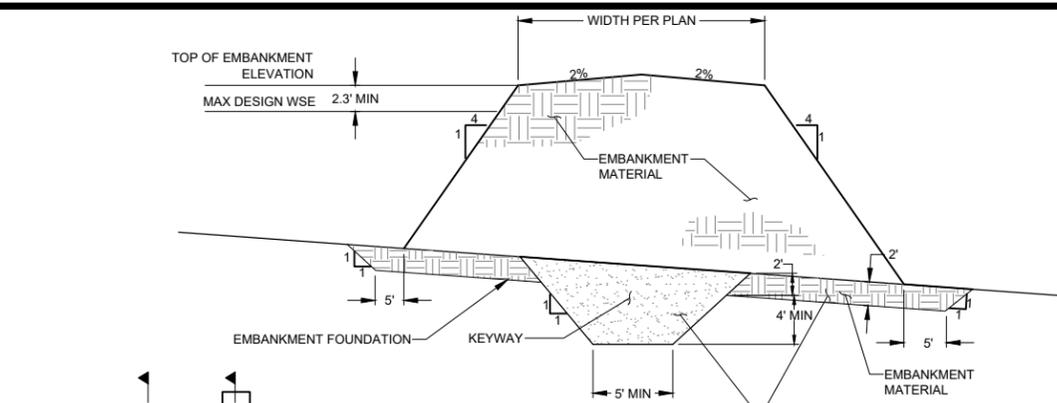
- NOTES:**
1. TRANSVERSE CONTRACTION JOINT MAX. DISTANCE 10' SAWCUT OR TOOL 1 1/4" DEEP.
 2. EXPANSION JOINT AT INTERVALS NOT MORE THAN 500 FT, OR FIXED STRUCTURE.
 3. SAWCUT JOINTS WITHIN 24 HOURS.
 4. VEHICULAR TRAFFIC SHALL BE KEPT OFF NEW CONCRETE FOR A MINIMUM OF 14 DAYS OR UNTIL THE CONCRETE REACHES A COMPRESSIVE STRENGTH OF EQUAL TO OR GREATER THAN 80% OF DESIGN.
 5. CONCRETE SHALL MEET P-610.

1 POND TRICKLE CHANNEL
 NOT TO SCALE

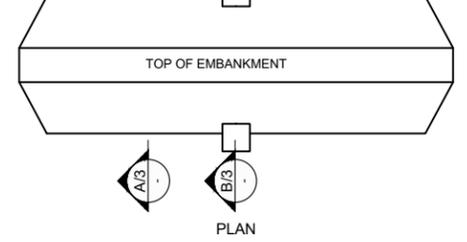


- NOTES:**
1. SEE ARTICULATING CONCRETE BLOCK KEY SECTIONS (7/C-554) FOR POND KEY.
 2. INSTALLATION, MEASUREMENT, AND PAYMENT SHALL BE IN ACCORDANCE WITH ENGINEERED OVERFLOW CHANNEL (M-105)

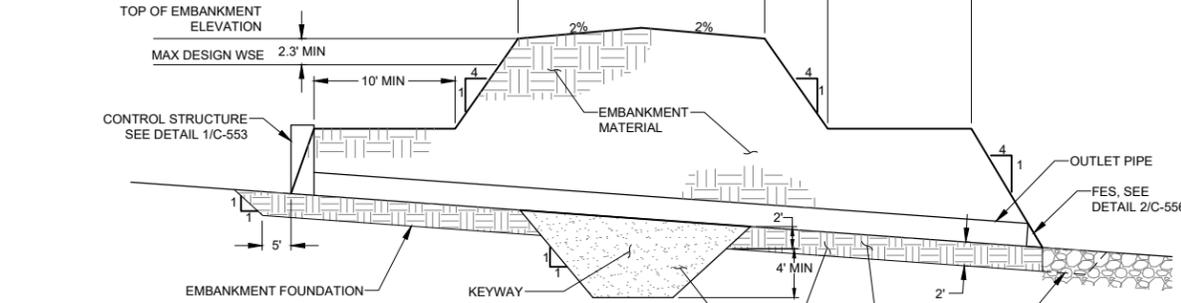
2 ENGINEERED OVERFLOW CHANNEL
 NOT TO SCALE



SECTION A



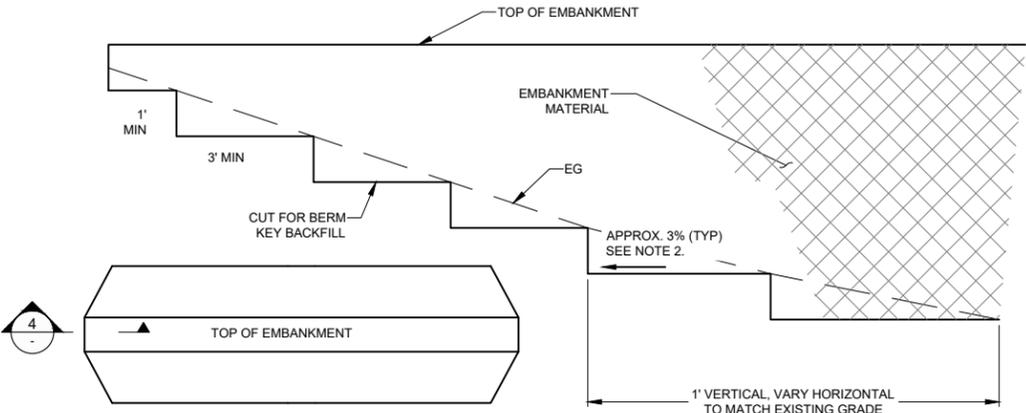
PLAN



SECTION B (WITH PIPE)

3 POND DAM SECTION
 NOT TO SCALE

- SELECTIVE GRADING POND EMBANKMENT NOTES:**
1. POND DAM EMBANKMENT, EMBANKMENT FOUNDATION AND KEYWAY BACKFILL SHALL BE A FILL MATERIAL CLASSIFIED IN ACCORDANCE WITH ASTM D2487 AS CL AND ML WITH MINIMUM 50% PASSING NO. 200 SIEVE AND MAX AGGREGATE SIZE OF 1 INCH, AND PLASTICITY INDEX OF AT LEAST 15. SOURCE MATERIAL SITE SHALL BE IDENTIFIED BY CONTRACTOR AND TESTED BY RPR FOR DISPERSIVITY IN ACCORDANCE WITH ASTM D4647 AND APPROVED BY THE RPR PRIOR TO USE.
 2. POND DAM EMBANKMENT, EMBANKMENT FOUNDATION AND KEYWAY BACKFILL SHALL BE PLACED IN LIFTS NOT EXCEEDING 6 INCHES IN UNCOMPACTED THICKNESS, SHALL BE 1% BELOW TO 3% ABOVE OPTIMAL MOISTURE CONTENT, AND SHALL BE COMPACTED TO 98% OF ASTM D698.

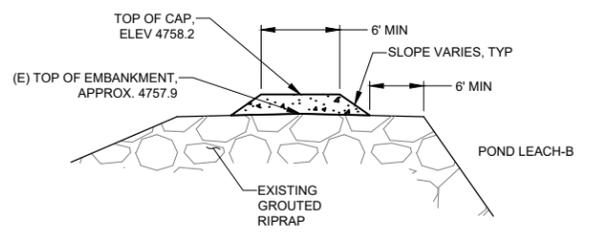


4

PLAN

- NOTE:**
1. ALL FILL PLACED ON SLOPES GRATER THAN 5:1 (HORIZONTAL TO VERTICAL) SHALL BE BENCHED INTO FIRM NATIVE SOIL WITH PLACEMENT OF EACH LIFT OF FILL. EACH LIFT SHALL NOT EXCEED 6" IN UNCOMPACTED THICKNESS.
 2. BENCHES SHALL BE SLOPED BACK INTO SLOPES AT APPROXIMATELY 3%

4 POND DAM END SECTION
 NOT TO SCALE



- NOTES:**
1. CEMENT CONCRETE PER P-610
 2. CROSS-SECTIONAL AREA OF CAP ESTIMATED AT 2 SF.
 3. CONSTRUCT ACROSS ENTIRE SPILLWAY WIDTH.

5 CONCRETE SPILLWAY CAP
 NOT TO SCALE

POINT TABLE			
POINT #	NORTHING	EASTING	ELEVATION
1	60120.614	94824.634	4757.50
2	60120.614	94834.634	4757.50
3	60116.614	94824.634	4757.75
4	60116.614	94828.634	4756.75
5	60116.614	94830.634	4756.75
6	60116.614	94834.634	4757.75
7	60110.614	94824.634	4756.25
8	60110.614	94828.634	4755.25
9	60110.614	94830.634	4755.25
10	60110.614	94834.634	4756.25
11	60106.614	94824.634	4755.00
12	60106.614	94828.634	4755.00
13	60106.614	94830.634	4755.00
14	60106.614	94834.634	4755.00
15	60100.614	94824.634	4754.94
16	60100.614	94834.634	4754.95
17	60122.716	94860.650	4758.00
18	60122.716	94866.650	4756.50
19	60122.716	94874.650	4756.50
20	60122.716	94880.650	4757.00
21	60116.716	94860.650	4757.75
22	60116.716	94866.650	4756.25
23	60116.716	94874.650	4756.25
24	60116.716	94880.650	4757.75
25	60110.716	94860.650	4756.75
26	60110.716	94866.650	4755.25
27	60110.716	94874.650	4755.25
28	60110.716	94880.650	4756.75
29	60104.716	94860.650	4755.00
30	60104.716	94866.650	4755.00
31	60104.716	94874.650	4755.00
32	60104.716	94880.650	4755.00

6 LEACH-B POND REPAIR POINT TABLE
 NOT TO SCALE

ACCEPTANCE BLOCK:

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CITY DEVELOPMENT ENGINEER _____ DATE _____

V:\CORP.MEADHUNT.COM\SHARED\FOLDERS\ENR\2331\300\1703\12.0\1TECHCAD - 2021\1C-551 DRAINAGE DETAILS.DWG 7/8/2022 8:25:44 AM

Grand Junction Regional Airport Authority
Agenda Item Summary

TOPIC:	Kelley Trucking Inc Change Orders No. 1 – AIP 76 (To be Funded under AIP 77)		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Approve Change Order No. 1 to the Kelley Trucking Inc. contract totaling \$1,728,781.26 for adjusted work including: Adjusting Grading and Drainage Earthwork from a portion of schedule 5 to include into schedule 4 and authorize the Executive Director to sign the change order.		
SUMMARY:	After construction started on earthwork for Schedules 1-3, modifications were identified to incorporate schedule 4 earthwork. The modifications identified include: <ul style="list-style-type: none">- Includes drainage and erosion control items apart of the Schedule 4/5 bid, that were under the Schedule 5 bid items, in which will be added to the Schedule 4 project. This also includes Key End Sections to be included to the total Engineered Channel quantity.- Glide Slope Earthwork Reduction – Earthwork reduction in Zone C embankment within the Glide Slope Critical Area.- Schedule 4A – Portion of the Schedule 5 contract will be added to Schedule 4 due to additional funding. <p>We have submitted a request to the FAA to approve the additional scope of work and the FAA approved the projects and proposed change order. The proposed cost of the increase in scope is a total net increase in the Kelley Trucking Inc. contract of \$1,728,781.26.</p>		
REVIEWED BY:	Executive Director		
FISCAL IMPACT:	Increase in AIP Construction Costs of \$1,728,781.26		
ATTACHMENTS:	Kelley Trucking Inc. Change Order No. 1 – AIP 76 (To be Funded under AIP 77)		
STAFF CONTACT:	Angela Padalecki apadalecki@gjairport.com Office: 970-248-8581		

CONTRACT CHANGE ORDER NO. 1

Airport: Grand Junction Regional Airport

Date: 2023-02-09

Location: Grand Junction, Colorado

AIP No.: 3-08-0027-076-2022

Contractor: Kelley Trucking Inc.

You are requested to perform the following described work upon receipt of an approved copy of this document or as directed by the engineer:

Schedule 4

Item No.	Description	Unit	Unit Price	Quantity	Amount
RFCP #1 - Schedule 4					
C-105-6.1	Mobilization	LS	\$ 27,500.00	1.00	\$ 27,500.00
C-102-5.5	Check Dam	EA	\$ 3,710.00	2.00	\$ 7,420.00
C-102-5.6	Temporary Diversion And Berms	LF	\$ 4.30	(77.00)	\$ (331.10)
C-102-5.7	Sediment Log	LF	\$ 4.60	1,575.00	\$ 7,245.00
C-102-5.8	Inlet Protection	EA	\$ 488.70	2.00	\$ 977.40
D-751-5.2	Engineered Channel	SF	\$ 70.50	2,306.00	\$ 162,573.00
D-751-5.3	Engineered Channel (Sch. 5 Items)	SF	\$ 72.10	3,118.00	\$ 224,807.80
D-751-5.4	Splash Pad(Sch. 5 Items)	SF	\$ 217.30	536.00	\$ 116,472.80
C-701-5.2	8-Inch PVC Schedule 80	LF	\$ 235.00	60.00	\$ 14,100.00
D-751-5.4	Coal TAR Paint, Aluminum Grate	LS	\$ 1,900.00	1.00	\$ 1,900.00
D-751-5.5	Substitute Stainless Steel For Galvanized Orifice Plate And Trash Rack	LS	\$ 1,025.00	1.00	\$ 1,025.00
D-751-5.6	Change Trash Rack MC12X31 Channel Frame To Stainless Steel	EA	\$ 13,850.00	1.00	\$ 13,850.00
Glide Slope Earthwork Reduction					
P-152-4.3	Embankment (Zone C)	CY	\$ 9.86	(19,284.00)	\$ (190,140.24)
Schedule 4A					
C-100-5.1	Contractor Quality Control Program (CQCP)	LS	\$ 20,100.00	1.00	\$ 20,100.00
C-105-6.1	Mobilization	LS	\$ 36,500.00	1.00	\$ 36,500.00
C-105-6.2	Airfield Safety & Traffic Control	LS	\$ 24,500.00	1.00	\$ 24,500.00
G-050	Contractor Survey	LS	\$ 42,400.00	1.00	\$ 42,400.00
C-102-5.1	Contractor Dust Control	LS	\$ 16,300.00	1.00	\$ 16,300.00
C-102-5.3	Vehicle Tracking Control	EA	\$ 2,650.00	5.00	\$ 13,250.00
C-102-5.5	Check Dam	EA	\$ 2,650.00	11.00	\$ 29,150.00
C-102-5.7	Sediment Log	LF	\$ 5.30	8,200.00	\$ 43,460.00
C-102-5.8	Inlet Protection	EA	\$ 488.70	4.00	\$ 1,954.80
P-101-5.5	Potholing	HR	\$ 412.30	16.00	\$ 6,596.80
P-101-5.6	Remove Woven Wire Fence	LF	\$ 7.60	1,180.00	\$ 8,968.00
P-152-4.1	Embankment (Zone A)	CY	\$ 9.90	33,100.00	\$ 327,690.00
P-152-4.2	Embankment (Zone B)	CY	\$ 12.70	16,000.00	\$ 203,200.00
P-152-4.3	Embankment (Zone C)	CY	\$ 12.70	18,700.00	\$ 237,490.00
P-152-4.5	Settlement Monitor	EA	\$ 2,120.00	3.00	\$ 6,360.00
P-152-4.6	Uranium Mill Tailing Excavation	CY	\$ 56.70	260.00	\$ 14,742.00
D-751-5.2	Engineered Channel	SF	\$ 72.10	0.00	\$ -
D-751-5.3	Splash Pad	SF	\$ 217.30	0.00	\$ -
T-901-5.1	Seeding	ACRE	\$ 2,120.00	40.00	\$ 84,800.00
T-905-5.1	Topsoil (Removed, Stockpiled, And Placed)	CY	\$ 14.80	9,400.00	\$ 139,120.00
T-908-5.1	Mulching	ACRE	\$ 2,120.00	40.00	\$ 84,800.00
This Change Order Total (Schedule 4)					\$ 1,728,781.26
Original Contract Total (Schedule 4)					\$ 8,285,739.00
Previous Change Order(s) Total (Schedule 4)					\$ -
Revised Contract Value (Schedule 4)					\$ 10,014,520.26

Total Day Count Increase to 573 Calendar Days for Schedules 1/2/3/4, starting July 10, 2022. This document shall become an amendment to the contract and all provisions of the contract will apply. Schedule 4A documents will be provided to the contractor.

Recommended by: _____ **Date**
Engineer (Mead and Hunt)

Approved by: _____ **Date**
Airport (Grand Junction Regional Airport)

Accepted by: _____ **Date**
Contractor (Kelley Trucking Inc.)

Approved by: _____ **Date**
Federal Aviation Administration

NOTE: Change Orders and Supplemental Agreements require FAA approval prior to construction, otherwise no Federal participation can be granted. State Aeronautics concurrence is required when state participation is anticipated.

AIP NO. 3-08-0027-076-2022

CHANGE ORDER NO. 01

AIRPORT Grand Junction Regional Airport

LOCATION Grand Junction, CO

JUSTIFICATION FOR CHANGE

1. Brief description of the proposed contract change(s) and location(s).

RFCP #1 – Includes drainage and erosion control items apart of the Schedule 4/5 bid, that were under the Schedule 5 bid items, in which will be added to the Schedule 4 project. This also includes Key End Sections to be included to the total Engineered Channel quantity.

Glide Slope Earthwork Reduction – Earthwork reduction in Zone C embankment within the Glide Slope Critical Area.

Schedule 4A – Portion of the Schedule 5 contract will be added to Schedule 4 due to additional funding.

2. Reason(s) for the change(s) (*Continue on reverse if necessary*)

RFCP #1 – Due to Schedule 4 becoming a stand-alone construction project from the Schedule 4/5 bid, drainage and erosion control items will be added to Schedule 4 to maintain the construction drainage for Schedule 4. Key End Sections not included within total Engineered Channel quantity, required additional quantity to comply with drainage standards.

Glide Slope Earthwork Reduction – In the Restrictive Area, to limit the long term impact to the glideslope critical area, the amount of Zone C embankment material has been reduced.

Schedule 4A – Due to additional funding, a portion of the Schedule 5 contract will be added to Schedule 4 (roughly an additional 150 feet along the proposed runway centerline).

3. The Sponsor's share of this cost is available from:

Local Funding

4. If this is a supplemental agreement involving more than \$2,000, is the cost estimate based on the latest wage rate decision? Yes No Not Applicable

5. Has consent of surety been obtained? Yes Not Necessary

6. Will this change affect the insurance coverage? Yes No

7. If yes, will the policies be extended? Yes No Not Applicable

8. Has this Change Order been discussed with FAA officials? Yes No

When:

With Whom: Mike Matz

Comment(s):

Grand Junction Regional Airport Authority
Agenda Item Summary

TOPIC:	Mead & Hunt Task Order #11 for Runway 12/30 Relocation FY 2022 Grading and Drainage Support
PURPOSE:	Information <input type="checkbox"/> Guidance <input type="checkbox"/> Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Approve Mead & Hunt Task Order #11 for \$298,450 for Preconstruction Services and Construction Administration associated with the FY 2022 Grading and Drainage construction project and authorize the Executive Director to sign the Task order.
SUMMARY:	<p>AIP 77 was awarded in August 2022 and included \$2 million in funding for additional earthwork. This task order represents the engineering support services to be performed by Mead & Hunt during the grading and drainage earthwork construction project to be completed by Kelly Trucking with Schedule 5 under AIP 77. The services to be performed include pre-construction services to design transitional grading and drainage for Schedule 5 and construction administration over the period of construction.</p> <p>This project will be funded by the Airport Improvement Program grant AIP 77 which will cover 90% of the project costs.</p> <p>The scope of work was reviewed by Garver as the program manager and the FAA.</p>
REVIEWED BY:	Executive Director and Legal Counsel
FISCAL IMPACT:	Total Contract Value - \$298,450 FAA funded through AIP grant 77 - \$268,605 GJRAA Local Match - \$29,845
ATTACHMENTS:	Mead & Hunt Task Order #11
STAFF CONTACT:	Angela Padalecki apadalecki@gairport.com Office: 970-248-8588

TASK ORDER #11
TO
PROFESSIONAL SERVICES AGREEMENT

BETWEEN: GRAND JUNCTION REGIONAL AIRPORT AUTHORITY (CLIENT)
GRAND JUNCTION, COLORADO

AND: MEAD & HUNT, INC. (CONSULTANT)
A WISCONSIN CORPORATION

EFFECTIVE DATE: FEBRUARY 2023

RECITALS

This is Task Order 11 to the Professional Services Agreement dated effective May 16, 2017, between the Client of GRAND JUNCTION REGIONAL AIRPORT AUTHORITY and MEAD & HUNT, INC. The Professional Services Agreement effective May 16, 2017, is referred to herein as the Contract.

The work described in the attached Exhibit A *Scope of Services*, and the corresponding effort and expense described in the attached Exhibit B *Fee Estimate*, will be performed in accordance with the terms identified in the agreement.

The below agreement identifies the work described in Exhibit A, and corresponding fee described in Exhibit B, which is to be performed per this Task Order. The total fee for this Task Order is \$298,450 consisting of services being performed on a LUMP SUM basis of \$33,441, and services being performed on a TIME & EXPENSE basis of \$265,009. The individual work efforts for Time & Expense tasks will be authorized by the OWNER in advance of services being undertaken.

AGREEMENT

Task 2022-30: FY 2022 Preconstruction Services and Schedule 5 Breakout

Fee: \$33,441

Payment Terms: Lump Sum

Expected Completion: April 2023

Task 2022-31: Construction Administration – FY2022 Grading and Drainage – Schedule 5

Fee: \$265,009

Payment Terms: Time & Expense, Not to Exceed.

Expected Completion: February 2023

APPROVAL AND ACCEPTANCE: Approval and acceptance of the TASK ORDER including any attachments shall incorporate this document as part of the CONTRACT between the OWNER and the CONSULTANT dated May 16, 2017. All work and services defined in this TASK ORDER shall be performed in accordance with the terms and conditions of the aforementioned CONTRACT between the OWNER and CONSULTANT.

Accepted by: GRAND JUNCTION REGIONAL
AIRPORT AUTHORITY

Approved by: MEAD & HUNT, INC.

By: _____

By: _____

Name: _____

Name: Jeremy K. Lee

Title: _____

Title: Vice-President

*The above person is authorized to sign for Client
and bind the Client to the terms hereof.*

Date: _____

Date: _____

EXHIBIT A
Grand Junction Regional Airport
Runway 11/29 Relocation Program
Fiscal Year 2022 Engineering Services
Scope of Services #11

INTRODUCTION

The Grand Junction Regional Airport (GJRA) is a commercial service airport located in western Colorado in Grand Junction, Colorado, adjacent to the Colorado River, and Interstate I-70, approximately 28 miles from the Utah border.

The Program, which extends across multiple years and task orders, involves relocation of the primary commercial service runway 11/29 (RDG D-IV, CAT I ILS, 10,501' x 150'). The goal of this effort is to relocate the runway with minimal impacts to aircraft users including maintaining IFR procedures, Navigational Aids etc. Future runway designation based on magnetic declination variance is 12/30. Design of the Program began in 2017, and construction began in 2018 with elements of design identified to enable the Program moving forward. The Program will continue to be implemented over the next several years utilizing Federal Funding as available.

This scope of services is for construction administration anticipated the FY 2022 Grading and Drainage Package Schedule 5, funded by federal, state, and local grants. It is assumed that multiple crews will be working concurrently across the site including excavation to embankment, development of 1 new ponds and revisions to outfalls of 2 existing ponds. Work extends across 2 miles of site including coordination with utilities, existing duct banks, drainage, and airfield navigational aids. Scope is based upon the following project elements:

Bid Schedule 5, Grading, Concurrent with Schedule 1+2+3+4 and 50 additional days to complete,

- Stormwater Controls
- Drainage Access Roadway Grading
- Earthwork, Grading and Associated Drainage Elements

This scope includes the following tasks:

Task 22-30	Preconstruction Services and Schedule 5 Breakout Packaging
Task 22-31	Construction Administration – FY2022 Grading and Drainage – Schedule 5

Assumptions:

- Where this Scope calls for Airport action and information, it is the decision and responsibility of the Airport Executive Director to include and assign effort and responsibility to Airport Staff, Airport Program Manager (GARVER), and stakeholders in mutually agreed upon response times.
- Media inquiries and public records requests will be directed to the Airport Executive Director and will be the responsibility of GJRA.
- The CONSULTANT has access to all existing data developed as part of the conceptual design elements required for the environmental efforts, AGIS survey information, topographical survey, phasing scenarios developed as part of the overall program, the 60% overall design documents,

the RTR, 27 ¼ Road and 2019 construction packages.

- Project coordination with all relevant stakeholders is included in various tasks and will be accounted for based on the coordination's need for related deliverables.

This scope of services was developed by Mead & Hunt, hereinafter referred to as "the CONSULTANT," with input from GJRA and FAA.

Level of effort and expense are quantified in the attached Fee Estimate and Schedule. The CONSULTANT will perform and invoice GJRA in the following manner:

- Task 22-30 Preconstruction Services and Schedule 5 Breakout Packaging – Lump Sum
- Task 22-31 Construction Administration – FY2022 Grading and Drainage – Schedule 5 – Time and Expense

TASK 22-30 FY2022 PRECONSTRUCTION SERVICES AND SCHEDULE 5 BREAKOUT

Building upon the design work completed in the 60% OVERALL DESIGN PACKAGE, and DESIGN FY 2022 SCHEDULES 4 AND 5 work will include assembly of a separate design package including only a portions of SCHEDULE 5 DESIGNS to meet available FAA funding in FY 2022. This effort will require design of transitional grading and drainage at the Schedule 4 and Schedule 5 boundary.

Design work currently contemplated for this task includes:

- Repackage Schedule 5 – Issued for Construction (IFC)
 - Stormwater Controls
 - Drainage Access Roadway Grading
 - Earthwork, Grading and Associated Drainage Elements

Schedule 5

Schedule 5 designs were primarily developed under FY 2022 Grading and Drainage, Task Order 8. Conversion of these designs will require developing plan packages for excavation , embankment and drainage elements.

Grading on the existing airfield slopes downward to the existing RSA. The proposed grading would modify drainage starting at the proposed RSA to slope upward at a max 4:1 slope until grading reaches the elevation of the proposed surface.

The ROFA road will also be designed within the limits of this schedule. This will include design of Storm Drain F crossing the ROFA road and associated drainage structures. Portions of FAA and Xcel ducts will be protected in this schedule to be relocated in future schedules.

Assumptions include:

- 60% Overall Design has been completed and provides significant components of design analysis.
- Schedule 4 and 5 project areas design was further advanced under the FY 2022 Grading and Drainage, Task Order 22-02.
- Existing SAC will be removed by grading operations near boundary.
- Effort is expected to involve a 11-month construction window beginning in the spring of 2023 and finishing winter2023.
- Drainage Permitting and Site Plan approvals from the City of Grand Junction are expected to require 6 months from the completion of the IFC submittal.
- Geotechnical recommendations established in the overall runway program.
- Schedule 4 and 5 Final Design Report and Drainage Report for City has been completed for DESIGN FY 2022 GRADING AND DRAINAGE SCHEDULES 4 AND 5.
- Schedule 5 permitting has been completed for DESIGN FY 2022 GRADING AND DRAINAGE SCHEDULES 4 AND 5.
- Schedule 5 coordination of FAA Airspace Reviews and 7460 have been completed for DESIGN FY 2022 GRADING AND DRAINAGE SCHEDULES 4 AND 5.
- Construction Safety and Phasing Plan (CSPP) has been completed for DESIGN FY 2022

GRADING AND DRAINAGE SCHEDULES 4 AND 5 and will be the basis to finalize a CSPP for the SCHEDULE 5 REPACKAGING.

Methodology: A single bid package was prepared under a separate scope of services for construction between June 2022 to November 2023 for Schedule 1, 2, 3 and 4. The previous scope of services consisted of preparing an approximate \$21M civil construction project, for grading, and drainage improvements towards construction of the New Runway Program. This task includes Consultant services in advance of construction. This work will include the incorporation of the Schedule 5 design package for construction by the contractor completing Schedules 1, 2, 3, and 4.

This task has been divided into the following subtasks:

20.1 Pre-Construction Conference

Methodology: This task was completed under Task Order 7.

20.2 Coordinate and Schedule Project Team

Methodology: This task was completed under Task Order 7.

20.3 Finalize Construction Safety and Phasing Plan

Methodology: The Consultant will finalize the FAA required Construction Safety and Phasing Plan (CSPP) and submit to GJRA and FAA for approval prior to construction. The CSPP for the project is required because of the transition from unrestricted work areas associated with the runway construction packages to the 2022 package which requires work within the AOA. In addition, this CSPP will be coordinated with a new contractor that has not previously worked on the airport.

Meetings:

- Teleconferences with GJRA and FAA were included in Task Order 7.

Result:

- Construction Safety and Phasing Plan – Three (3) copies and electronic submittal

20.4 Design Interim Grading and Drainage Transitions for Alternative Funding Schedules 4 and 5 Package

The following drawings and transitional designs will be developed for the award alternative of only Schedule 5.

Award Schedule 5

C-004 – 006

EROSION CONTROL PLANS SCHEDULE 5

C-119– 122

GRADING PLANS SCHEDULE 5

Estimated number of sheets = 6

Result:

- The CONSULTANT will provide alternative award design package that includes the following:
 - IFC Plans – 11"x17"
 - Narrative for Alternative Award for inclusion Engineering Design Report including breakout of alternative award bid items

20.5 Prepare Project Files – Repackage Schedule 5 Issued for Construction

Methodology: Based upon the feedback received in the review of the FY 2022 Grading and Drainage Schedules 4 and 5 Design Issued for Bid Plans and bid resolution with Kelley Trucking, Inc., documents will move forward to an IFC Package for Schedule 5 only. A final design package prepared and sealed by licensed professional engineers.

The following services are required to complete the final design:

- Erosion Control Plan
The CONSULTANT will update an Erosion Control Plan that is in accordance with best management practices Schedule 5 boundary. The plan will include types of erosion control measures recommended for the site, in addition to information needed for the NPDES permitting application. The Plan is expected to include (but not limited to):
 - Project Location
 - Size of Disturbance of Project
 - Amount of Impervious Surface
 - Hydrologic Classification of Site
 - Receiving Waters
 - Site Drainage OverviewThe CONSULTANT will prepare and submit a Construction Stormwater Management Plan along with the Erosion Control Plan to Mesa County to obtain coverage under the CDHPE storm water general permit for the construction activities.
- Update Plans limit scope to Schedule 5 and issue as IFC
The following list of drawings will be used as a guideline.

General

C-000 – 005	EROSION CONTROL PLANS
D-012 – 043	DEMOLITION PLANS
C-112 – 143	GRADING PLANS
C-371 – 372	TYPICAL SECTIONS AND GRADING DETAILS
C-901 – 942	CROSS SECTIONS

Estimated number of sheets = 64

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Meetings:

- The CONSULTANT will participate in four (4) design review meetings with KTI, GJRA and/or FAA to solicit input on the bids and identify value engineering efforts for review. The meetings will take

place in Denver or via teleconference and be attended by one (1) staff. Each design review will last two (2) hours.

- The CONSULTANT will conduct two (2) additional coordination meetings for resolution of comments provided during reviews. The meetings will be attended by two (2) staff via teleconference. Each meeting will last approximately two (2) hours.
- The CONSULTANT will conduct meetings with GJRA, the City of Grand Junction and Mesa County under a separate task orders.

Each meeting has an additional two (2) hours by two (2) CONSULTANT staff beyond the meeting duration for preparation and summary.

Result:

- The CONSULTANT will provide the Schedule 5 IFC design package which will include:
 - IFC Final Plans – 11"x17"
 - Construction Stormwater Management Plan

TASK 22-31 CONSTRUCTION ADMINISTRATION – FY2022 GRADING AND DRAINAGE – SCHEDULE 5

Description: Construction administration tasks are organized to allow for one or multiple notices to proceed during the year, pending available funding.

The inclusion of Schedule 5 in this project is expected to increase the on-site construction period by 50 additional calendar days (570 total Schedules 1, 2, 3, 4, and 5).

Bid Schedule 5, Grading, Concurrent with Schedule 1+2+3+4 and 50 additional days to complete,

- Stormwater Controls
- Drainage Access Roadway Grading
- Earthwork, Grading and Associated Drainage Elements

21.1 Construction Administration

The CONSULTANT will provide the construction administration services required for the execution of the contract work by GJRA's chosen contractor. The CONSULTANT will observe the construction progress, and review and recommend for the Contractor's progress payment requests. The CONSULTANT will review and comment on project compliance issues for quality control testing performed by the Contractor. The CONSULTANT project management team will review the project on a weekly basis and will make site visits to monitor construction activities every other week.

The following services are included:

- Monitor construction activities for compliance with plans and specifications
- Provide interpretation of plans and specifications
- Supervise and coordinate subconsultant contracts for field inspection, and testing
- Review shop drawings and contractor submitted certificates for compliance with design concepts
- Review pay estimates and provide explanation of variation between the contract and final quantities
- Review weekly progress reports
- Meet with GJRA for consultation during construction
- Assist Airport with grant tracking and preparation of reimbursement requests
- Schedule and send notifications for the final construction inspection, attend the final construction inspection, and make recommendations for acceptance of work
- Review materials reports prepared in accordance with the Construction Management Plan
- Verify that testing required by the specifications is performed
- Update record drawings during construction from redline and working drawings
- Review payroll reports and monitor contractor's compliance with paying employees, per Davis-Bacon Act requirements
- Monitor contractor's compliance with Disadvantaged Business Enterprise program
- Prepare FAA Sponsor's Risk Management Plan

Meetings:

- The CONSULTANT will perform six (6) site visits through the duration of the project to assist with

project compliance and related items. The site visit will take place at GJRA and be attended by one staff member and require air travel and overnight lodging.

- The CONSULTANT will attend an expected six (6) weekly construction meetings either in-person or via phone. On-site meetings will be coordinated with other required site visits and not require travel or lodging. Construction meetings will be attended by two staff and will last two (2) hours. Each meeting has an additional two (1) hour by two (2) CONSULTANT staff beyond the meeting duration for preparation and summary.

Result:

- The CONSULTANT will assist field staff to monitor project progress, compliance, and changes.

21.2 Construction Management

While construction administration will be primarily conducted from the CONSULTANT's home office, construction management will involve on-site services during construction.

This task includes construction management, and construction observation for the duration of the project. **One full-time resident project representative (RPR) and one full-time construction observer (CO) will be assigned to this project.** The RPR will be on-site to coordinate and schedule staff, answer questions, observe quality control activities, process progress reports and pay requests, and record as-built changes. Additionally, the field staff will monitor compliance with plans and specifications, acquire field measurements, provide entries in the construction diary, assist in pay request processing, and report non-compliance issues to Airport. Weekly pictures required by FAA will be performed by location specific photographs.

Average staffing level are anticipated to be required up to 12 hours per day, five days a week, for 50 calendar days for each staff member. The contract allows for night and weekend efforts which are estimated to be inclusive in the identified effort. Staffing levels will be adjusted based upon level of effort required, including reserve staff to cover overlapping shifts, assist in periods of increased need, and to allow for reasonable working shifts.

The following services will be provided:

- The RPR will maintain a daily diary to record the construction progress. The diary will be made available to GJRA upon request. The project diary will include weather conditions and temperature, job site conditions, work in progress and general location, equipment in use (including types and numbers), contractor and subcontractor work force and hours worked, materials delivered, any instructions to contractor, record of principal visitors, record of telephone conversations and any verbal instructions received and authorizations granted, quality assurance tests performed and results, engineering field force and hours worked, and delays to construction and the reason for delays. The diary may be in a bound book of good quality that is easy to handle and carry and may be held in multiple volumes due to the scale of this effort.
- Observe construction activities for compliance with plans and specifications.
- The RPR will notify the contractor of failure of the work and/or materials to conform to the requirements of the contract, plans, or specifications. The RPR may reject nonconforming materials

and will notify the contractor to suspend work in question, until such issues can be referred to GJRA and FAA for a decision.

- Prepare change orders which include a cost estimate, cost/price analysis and record of negotiations. CONSULTANT will prepare and negotiate interpretations and clarifications, additions, and deletions to change orders, and supplemental agreements as required. CONSULTANT will submit copies to Airport and the FAA for approval and signature before proceeding with the work. Additional design is not included in this scope.
- CONSULTANT will evaluate and determine the acceptability of substitute materials and equipment proposed by the contractor. CONSULTANT will evaluate the contractor's suggestions on drawing and specification modification and report those suggestions to GJRA and the FAA.
- CONSULTANT will furnish GJRA and FAA with weekly construction progress and periodic inspection reports, including relevant photos.
- CONSULTANT will review contractor's weekly submitted payrolls for compliance with Federal and State law on classification and wage rates; check and submit reports on shop drawings and construction submittals; and prepare and maintain records of construction progress.
- CONSULTANT will receive from contractor and review the required schedules, guarantees, bonds, inspection certificates, tests, and approvals.
- CONSULTANT will determine the amount owed to the contractor and will recommend those payment amounts in writing to the contractor. CONSULTANT will submit periodic payment recommendations to GJRA for concurrence. The payment recommendations will demonstrate that work has progressed to the point indicated for payment and that, to the CONSULTANT's knowledge, information, and belief, the quality of such work is in accordance with the contract documents. CONSULTANT will make payment recommendations from information that is gathered during on-site visits, provided by the contractor, reviewed from payment applications and accompanying data and schedules, and measured in the field.
- CONSULTANT will conduct an inspection to determine if the work is completed and ready for final acceptance. After consultation with GJRA, the CONSULTANT will furnish the contractor with a list of items that were observed and require completion and correction.
- When the project is complete and ready for final acceptance, the CONSULTANT will arrange for inspection of the finished work by the FAA, Airport, contractor, and CONSULTANT. After final inspection and acceptance, the CONSULTANT will prepare and submit the final cost estimate for the work to GJRA.
- CONSULTANT will monitor the contractor's compliance to the project plans and specifications.
- CONSULTANT will monitor the contractor's compliance with the Construction Safety and Phasing Plan and bring non-compliance issues to the attention of the contractor.
- CONSULTANT will establish and conduct weekly construction progress meetings with the contractor to discuss issues such as safety, airfield security, schedules, runway and taxiway closures, environmental, material submittals, mix design approvals, field directives, request for information, contract change orders, quality control and assurance, and other items as appropriate.

Meetings:

- Meetings will be conducted as needed throughout the construction period and are not separately quantified. These meetings, inclusive in the overall time above include weekly construction

meetings, teleconferences with the Airport, Engineer of Record, and coordination with Quality Assurance.

Result:

- The RPR will be on-site to coordinate and schedule staff, answer questions, observe quality control activities, process progress reports and pay requests, and record as-built changes. The field staff will monitor compliance with plans and specifications, acquire field measurements, provide entries in the construction diary, assist in pay request processing, report non-compliance issues to Airport, and record as-built changes.

21.3 Construction Stormwater Monitoring Permitting

Methodology: State and local permitting requires an individual for Quality Assurance for compliance, including inspections and record keeping. The CONSULTANT shall provide a CDOT certified Transportation Erosion Control Supervisor or equivalent to monitor the CSWMP for the program administered by the contractor.

Meetings:

- The CSWMP program monitoring specialist will attend every other construction meeting and perform inspections as required for permit requirements including after each storm event.

Result:

- Review CSWMP
- Weekly/post rainfall inspections including report to include review of discharge points, perimeter controls, sediment controls, and not overall pollution prevention and housekeeping practices.
- Digital photos as necessary to include BMP's problems identified, and progress in implement the CSWMP.

21.4 Construction Quality Assurance Testing

Methodology: Quality Assurance testing will be performed for the elements to be constructed in the project. One quality assurance CONSULTANT representative will be on-site as required to meet specifications. The CONSULTANT will review the following areas for general conformity in accordance with the approved plans and specifications for items identified as "Acceptance" testing. **One full-time tester will be assigned to this project. One Geotechnical Engineer will be available to support review of results and Geotechnical recommendations.** The field staff will monitor compliance with plans and specifications, acquire field measurements, provide entries in testing summary log, and report non-compliance issues to RPR. A certified geotechnical laboratory will be utilized to supervise the following field and laboratory efforts:

- P-152 Unclassified Excavation
 - Monitor Construction of Select Embankment Zones and Test Sections for compliance with Geotechnical recommendations
 - One compaction test per 1000 square yards per 8" lift
 - Proof rolling
- P-610 Structural Portland Cement Concrete
 - Testing per ASTM C172, C31, C39

Meetings:

- Meetings will be held as required to discuss test results and verify that results not meeting the specifications are resolved and at a minimum involve attendance at the weekly construction meetings.

Result:

- Quality Assurance testing will be performed and compiled in accordance with the specifications and reported following FAA NWMR construction closeout requirements.

21.5 Post-Construction Services

As the on-site construction ends, the CONSULTANT will assist GJRA with necessary efforts to verify conformance with plans and specifications and document the project.

The following services are required for post construction activities:

- Complete Final Inspection and Documentation
- Prepare As-Built Plans, Equipment Manuals, Materials Book
- Airport Layout Plan updates will not be completed

Meetings:

- The CONSULTANT will perform one (1) site visit for the final inspection and confirmation of completion of punch list items. The site visit will take place at GJRA and be attended by two (2) staff and require air travel and overnight lodging.
The meeting has an additional two (2) hours by two (2) CONSULTANT staff beyond the meeting duration for preparation and summary.

Result:

- Final Inspection
CONSULTANT will schedule and conduct a final inspection with GJRA, contractor, and FAA representatives to determine whether the project has reached substantial completion and verify that the work is in accordance with the plans and specifications. The CONSULTANT will document items found to be deficient and will provide the contractor a Final Punch List of those items.
- Final Punch List
CONSULTANT will prepare a punch list correspondence to include the deficient items and will forward the correspondence to the contractor. The correspondence will state the items in need of correction and will request a schedule for completion. CONSULTANT will send a copy to GJRA and include an additional copy in the project closeout report.
- Record Drawings
CONSULTANT will assemble the as-built plans and survey provided by the contractor. The as-built plans will specify field constructed conditions, such as field surveying required to compute final quantities. Drawings will become record information. The CONSULTANT will provide GJRA Record Drawings in both PDF and hardcopy format. Working files utilized to generate record documents will be available upon request.
- Closeout Report

CONSULTANT will prepare closeout documentation to include in the Closeout Report prepared for Schedule 5.

- **Materials Book**

CONSULTANT will assemble the materials quality book for the project. The materials book will include an accounting for all quality acceptance testing performed as part of this project. This will include a summary of passing tests, as well as failing tests and corrective measures taken to achieve satisfactory results. The Airport will receive both a PDF and hardcopy format of these documents.

- **Airport Geographic Information Systems (AGIS) will not be updated.**

21.5 Closeout Report

Methodology: Upon completion of construction efforts associated with the project, a closeout report will be prepared documenting the completed activities according to associated grant funding for Schedule 5. The CONSULTANT will prepare a final closeout report prepared in accordance with 620-05: STANDARD HANDOUT FOR FINAL REPORTS provided by the Northwest Mountain Region.

Meetings:

- Meetings included in Task Order 7.

Result:

- Closeout Report

File Location: X:\2331300\170312.01\CFEE\170312.14_2022 Task Order 9.1_2022 CA Amend 1\Task Order 9 Amend 1 - GJT Runway FY 2022 CA Scope Sch 5.docx

EXHIBIT B - TASK ORDER SUMMARY

Grand Junction Regional Airport

Engineering Services - Runway 11/29 Relocation

Scope of Services #11 - FY 2022 Grading and Drainage Construction Administration Schedule 5

Task		Mead & Hunt	Ground	River City	Total	Terms
22-30	Preconstruction Services and Schedule 5 Breakout					LS
	Subtotal - Labor	\$ 32,305.00	\$ -	\$ 736.00	\$ 33,041.00	
	Subtotal - Expense	\$ 400.00	\$ -	\$ -	\$ 400.00	
22-31	Construction Administration – FY2022 Grading and Drainage – Schedule 5					T&E
	Subtotal - Labor	\$ 157,465.00	\$ 36,340.00	\$ 24,381.00	\$ 218,186.00	
	Subtotal - Expense	\$ 35,098.00	\$ 11,200.00	\$ 525.00	\$ 46,823.00	
				Total	\$ 298,450.00	

EXHIBIT B - RATE TABLE

Grand Junction Regional Airport

Engineering Services - Runway 11/29 Relocation

Scope of Services #11 - FY 2022 Grading and Drainage Construction Administration Schedule 5

Mead & Hunt	Rate	Ground	Rate	River City	Rate	Expenses	Rate
Principal	\$ 275	Project Manager	\$ 130	Project Manager	\$ 184	Air Travel	\$ 475
Project Manager	\$ 243	Geotechnical Engineer	\$ 130	Professional Land Surveyor	\$ 157	Lodging	\$ 120
Design Manager	\$ 178	Lab Technician I	\$ 70	Stormwater Technician	\$ 92	Meals	\$ 59
Construction Manager II	\$ 155	Field Technician	\$ 70	Field Surveyor (2)	\$ 232	Vehicle	\$ 75
Engineer II	\$ 130			Field Technician	\$ 92	Laboratory Tests	
Engineer I	\$ 119			Admin Assistant	\$ 86	Deliverables/Supplies	
CAD Tech	\$ 103						
Admin Assistant	\$ 92						

Grand Junction Regional Airport Authority
Agenda Item Summary

TOPIC:	Garver Work Order No. 9 Amendment for Services on Runway Grading and Drainage Construction Coordination for Schedules 4 and 5A.
PURPOSE:	Information <input type="checkbox"/> Guidance <input type="checkbox"/> Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Approve Garver Work Order No. 9 Amendment No. 1 increasing total costs by \$40,800 for adjusted Program Manager work including schedule 5A Grading and drainage items to be for the Runway Grading and Drainage construction project and authorize the Executive Director to sign the amendment.
SUMMARY:	<p>This amendment represents a modification to Work Order No. 9 with Garver to oversee the Runway 12-30 Grading and Drainage Construction. Modifications were made to the original project phasing and schedules in order to maximize FAA grant funding. The adjustments to the original schedule required additional Program Refinement and scheduling and Schedule 5A coordination with the additional Grant funding to be provided in AIP 77.</p> <p>The resulting change order is a net increase of \$40,800 from the original Garver Work Order. This work order is anticipated to be funded at approximately 80% by an FAA and with fiscally impact GJRAA \$8,160.</p>
REVIEWED BY:	Executive Director and Finance Director
FISCAL IMPACT:	AIP Construction Costs and Grant Revenues of \$40,800
ATTACHMENTS:	Garver Work Order No. 9 Amendment
STAFF CONTACT:	Angela Padalecki apadalecki@gjairport.com Office: 970-248-8588



**AMENDMENT TO WORK ORDER NO. 9
Grand Junction Regional Airport Authority
Grand Junction, Colorado
Project No. 20A25305**

WORK ORDER NO 9 - AMENDMENT NO. 1

This Work Order Amendment No. 1, effective on the date last written below, shall amend the original Work Order No. 9 between the Grand Junction Regional Airport Authority (Owner) and GARVER, LLC (GARVER), dated August 24, 2022, referred to in the following paragraphs as the original contract.

This Work Order Amendment No. 1 modifies professional services for the:

Program Refinement and Scheduling and Schedule 4 Runway Grading and Drainage Construction Coordination

The original contract is hereby modified as follows:

TASK ORDER 9.

Section 1.1.2 of the original contract is hereby amended as follows:

Services related to Schedule 4 and 5A Runway Grading and Drainage Construction Coordination including quality control audit review, attendance at in-person meetings with GJRAA staff, City of Grand Junction staff, stakeholders, and the FAA as well as grant administration and coordination tasks as needed to facilitate timely project execution.

APPENDIX A – SCOPE OF SERVICES

T Section 3 of the original contract is hereby amended as follows:

3. Schedule 4 and 5A Runway Grading and Drainage Construction Coordination

Garver will provide services to support the Schedule 4 Runway Grading and Drainage Construction including weekly progress meetings, in-person monthly progress meetings, auditing FAA submittal documents (airport-funded scope), and attending stakeholder meetings as required throughout the 16 week anticipated timeframe.

Garver will provide services to support the Schedule 5A Runway Grading and Drainage Construction including weekly progress meetings, in-person monthly progress meetings, auditing FAA submittal documents (airport-funded scope) and attending stakeholder meetings as required throughout the 41- calendar day anticipated timeframe.

Section 6 of the original contract is hereby amended as follows:

6. Schedule

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and



shall complete the work in accordance with the schedule below:

Phase Description	Calendar Days
Program Refinement and Scheduling	As needed
Schedule 4 Runway Grading and Drainage Coordination	As needed
Schedule 5A Runway Grading and Drainage Coordination	As needed

APPENDIX B – FEE SUMMARY

WORK DESCRIPTION	ORIGINAL FEE AMOUNT	AMENDMENT NO. 1	TOTAL
Program Refinement and Scheduling	\$50,806.00	\$12,200.00	\$63,006
Schedule 4 Runway Grading and Drainage Coordination	\$87,355.00	-	\$87,355.00
Schedule 5A Runway Grading and Drainage Coordination	-	\$28,600.00	\$28,600.00
TOTAL FEE	\$138,161.00	\$40,800.00	\$178,961.00

This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and GARVER have executed this Amendment effective as of the ate last written below.

Grand Junction Regional Airport Authority

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: _____
Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit B

Grand Junction Regional Airport ACIP Program Management Schedule 5A Runway Grading and Drainage Construction

FEE SUMMARY

Program Refinement And Scheduling	Estimated Fees
Program Refinement And Scheduling	\$ 12,200.00
Subtotal for Refinement And Scheduling	\$ 12,200.00
Schedule 5A Runway Grading and Drainage Coordination	Estimated Fees
Schedule 5A Runway Grading And Drainage Coordination	\$ 28,600.00
Subtotal for Schedule 5A Runway Grading and Drainage Coordination	\$ 28,600.00
Total All Services	\$ 40,800.00

Exhibit B

**Grand Junction Regional Airport
ACIP Program Management
Schedule 5A Runway Grading and Drainage Construction**

Program Refinement and Scheduling

WORK TASK DESCRIPTION	E-5	E-3	E-1	P-4	X-2
	hr	hr	hr	hr	hr
1. Project Management					
Administration and Coordination	2	2			4
Subtotal - Project Management	2	2	0	0	4
2. Coordination to Refine Program Constraints					
Coordination with FAA ADO	6	6			
Coordination with GJT Administration	6	6			
Coordination with GJT regarding operational impacts	2	1			
Subtotal - Coordination to Refine Program Constraints	14	13	0	0	0
3. Program Schedule Development					
Milestones	4	2	1	1	
Review Project Schedules and Incorporate into Master Schedule	2	2	1	1	
Subtotal - Program Schedule Development	6	4	2	2	0

Hours	22	19	2	2	4
Salary Costs	\$6,512.00	\$3,876.00	\$294.00	\$540.00	\$436.00

SUBTOTAL - SALARIES: \$11,658.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$12.00
Postage/Freight/Courier	\$10.00
Office Supplies/Equipment	\$10.00
Computer Modeling/Software Use	\$10.00
Travel Costs	\$500.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$542.00

SUBTOTAL: \$12,200.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$12,200.00

Exhibit B

**Grand Junction Regional Airport
ACIP Program Management
Schedule 5A Runway Grading and Drainage Construction**

Schedule 5A Runway Grading and Drainage Coordination

WORK TASK DESCRIPTION	E-5	E-3	E-2	E-1	X-2
	hr	hr	hr	hr	hr
1. Project Management					
Administration and Coordination (2 hrs/week for 6 weeks)	12	12	8	3	2
Attend Weekly Progress Meetings (1 hrs/week for 6 weeks)	6	6			
Attend In-Person Monthly Progress Meetings (2 meetings)	16	4			
Audit Material Testing Reports (6 weeks)	6	16	4	12	2
Audit FAA Reports (6 weeks)	6	6		1	2
Subtotal - Project Management	46	44	12	16	6

Hours	46	44	12	16	6
Salary Costs	\$13,616.00	\$8,976.00	\$2,088.00	\$2,352.00	\$654.00

SUBTOTAL - SALARIES: \$27,686.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$3.00
Postage/Freight/Courier	\$3.00
Office Supplies/Equipment	\$3.00
Computer Modeling/Software Use	\$5.00
Travel Costs	\$900.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$914.00

SUBTOTAL: \$28,600.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$28,600.00

Grand Junction Regional Airport Authority
Agenda Item Summary

TOPIC:	Mead & Hunt Task Order #12 for Runway 12/30 Relocation Program Amending Task Order #7 and #8 and adding Aeronautical Obstruction Survey Scope.
PURPOSE:	Information <input type="checkbox"/> Guidance <input type="checkbox"/> Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Approve Mead & Hunt Task Order #12 for a fee of \$124,945 and amending Task Order #7 FAA NAVAID Support reducing by (\$35,463) and Task Order #8 FAA NAVAID Relocation Design Coordination reducing by (\$25,986), to allow for aeronautical obstruction survey and authorize the Executive Director to sign the Task order. The overall cost associated with this Task Order #12 is \$63,496.
SUMMARY:	<p>This task order represents amending the engineering support services to be performed by Mead & Hunt for the NAVAID support, as well as amending NAVAID Relocation Design Coordination in order to perform an Aeronautical Obstruction Survey.</p> <p>This project is funded by the Airport Improvement Program grant AIP 72 and AIP 75 which will cover 100% and 90% respectfully of the project costs.</p> <p>The scope of work was reviewed by Garver as the program manager and the FAA.</p>
REVIEWED BY:	Executive Director and CIP Manager
FISCAL IMPACT:	Task Order #12 Total Contract Value = \$124,945 Task Order #7 Reduction in Contract Value = (\$35,463) Task Order #8 Reduction in Contract Value = (\$25,986)
ATTACHMENTS:	Mead & Hunt Task Order #12
STAFF CONTACT:	Angela Padalecki apadalecki@gairport.com Office: 970-248-8588

TASK ORDER #12
TO
PROFESSIONAL SERVICES AGREEMENT

BETWEEN: GRAND JUNCTION REGIONAL AIRPORT AUTHORITY (CLIENT)
Grand Junction, Colorado

AND: Mead & Hunt, Inc. (CONSULTANT)
A Wisconsin Corporation

EFFECTIVE DATE: FEBRUARY 2023

RECITALS

This is Task Order 12 to the Professional Services Agreement dated effective May 16, 2017, between the Client of GRAND JUNCTION REGIONAL AIRPORT AUTHORITY and Mead & Hunt, Inc. The Professional Services Agreement effective 5/16/2017, is referred to herein as the Contract.

AMENDMENT TO TASK ORDER 7

The below identifies revisions the work described in Task Order 7. The total fee for this Task Order is DECREASED to \$2,297,306 consisting of services being performed on a LUMP SUM basis of \$39,074, and services being performed on a TIME & EXPENSE basis of \$2,258,232.

- Task 2021-14 FAA NAVAID SUPPORT: Fees **DECREASED**. Services to be provided under this scope will be provided separately under Tasks 2023-11 and 2023-12.

Task 2021-14: FAA NAVAID SUPPORT

Fee: ~~\$36,063.00~~ \$600

Payment Terms: Time & Expense, Not to Exceed.

Expected Completion: February 2023

AMENDMENT TO TASK ORDER 8

The below identifies revisions the work described in Task Order 8. The total fee for this Task Order is DECREASED to \$1,299,977 consisting of services being performed on a LUMP SUM basis of \$1,230,921, and services being performed on a TIME & EXPENSE basis of \$69,056.

- Task 2022-07 FAA NAVAID RELOCATION DESIGN COORDINATION: Fees **DECREASED**. Services to be provided under this scope will be provided separately under Tasks 2023-11 and 2023-12.

Task 2022-07: FAA NAVAID RELOCATION DESIGN COORDINATION

Fee: \$61,107-\$35,121
Payment Terms: Time & Expense, Not to Exceed.
Expected Completion: February 2023

The work described in the attached Exhibit A *Scope of Services*, and the corresponding effort and expense described in the attached Exhibit B *Fee Estimate*, will be preformed in accordance with the terms identified in the agreement.

The below agreement identifies the work described in Exhibit A, and corresponding fee described in Exhibit B, which is to be preformed per this Task Order. The focus area of each of the below Scope Tasks will be agreed by the OWNER and CONSULTANT.

The total fee for the services included in Tasks 2023-11 and 2023-12 is \$124,945 consisting of services being performed on a LUMP SUM basis.

AGREEMENT

Task 2023-11: AERONAUTICAL OBSTRUCTION SURVEY – RELOCATED 11/29 DESIGN

Fee: \$44,460
Payment Terms: Lump Sum.
Expected Completion: October 2023

Task 2023-12: AERONAUTICAL OBSTRUCTION SURVEY – RELOCATED 11/29 AS-BUILT

Fee: \$80,485
Payment Terms: Lump Sum.
Expected Completion: August 2024

APPROVAL AND ACCEPTANCE: Approval and acceptance of the TASK ORDER including any attachments shall incorporate this document as part of the CONTRACT between the OWNER and the CONSULTANT dated 5/16/2017. All work and services defined in this TASK ORDER shall be performed in accordance with the terms and conditions of the aforementioned CONTRACT between the OWNER and CONSULTANT.”

Accepted by: GRAND JUNCTION REGIONAL AIRPORT AUTHORITY

Approved by: MEAD & HUNT, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

The above person is authorized to sign for Client and bind the Client to the terms hereof.

Date: _____

Date: _____

EXHIBIT A
Grand Junction Regional Airport
Runway 11/29 Relocation Program
Fiscal Year 2023 Engineering Services

INTRODUCTION

The Grand Junction Regional Airport (GJT or the Airport) is a commercial service airport located in western Colorado in Grand Junction Colorado, adjacent to the Colorado River, and Interstate I-70, approximately 28 miles from the Utah border.

The Program involves relocation of the primary commercial service runway 11/29 (RDG D-IV, CAT I ILS, 10,501' x 150'). The goal of this effort is to relocate the Runway with minimal impacts to aircraft users including maintaining IFR procedures, Navigational Aids etc. Future runway designation based on magnetic declination variance is 12/30.

Design of the Program began in 2017. This Program is expected to be implemented over the next several Federal Fiscal Years (FY). However, this Scope of Services is for work expected to be funded in FY2023, including the following:

Task 2023-11	Aeronautical Obstruction Survey – Relocated 11/29 Design
Task 2023-12	Aeronautical Obstruction Survey – Relocated 11/29 As-Built

Assumptions:

- Where this Scope of Services calls for GJRA action and information, it is the decision and responsibility of GJRA Project Manager to include and assign effort and responsibility to GJRA staff, resources, and stakeholders in mutually agreed upon response times.
- Media inquiries and public records requests will be directed to GJRA Project Manager and will be the responsibility of GJRA.
- The CONSULTANT has access to all existing data developed as part of the conceptual design elements required for the environmental efforts, AGIS survey information, topographical survey, phasing scenarios developed as part of the overall program.
- Project coordination with all relevant stakeholders is included in various tasks and will be accounted for based on the coordination's need for related deliverables.
- Evaluation of Safety Risk Management will be completed under a Notice of Proposed Construction (Form 7460) submittal to FAA for execution.

Exclusions:

- Program financial planning
- Program Management Tasks identified for coordination with GJRA
- Relocation of Primary and Secondary Airport Control will be coordinated with separate scope including design coordination for final navigational aids with FAA
- Raptor survey updates are updated annually by USDA through cooperative agreement with GJRA separate from this scope of work.

The CONSULTANT Team includes Mead & Hunt, Inc. (CONSULTANT), Jacobs, Ground Engineering, River City Consulting, and NV5 Geospatial. This Scope of Services was developed by the CONSULTANT with input from GJRA and FAA.

Level of effort and expense are quantified in the attached Fee Estimate and Schedule. The CONSULTANT will perform and invoice GJRA based upon mutually agreed upon terms.

TASK 2023-11 AERONAUTICAL OBSTRUCTION SURVEY – RELOCATED 11/29 DESIGN

Description: This summary of work describes our understanding of the scope of work and services required to complete an aeronautical obstruction survey at the Grand Junction Regional Airport (GJT) located in Grand Junction, CO. The project will be done in compliance with Airports GIS Program policies and will include an airport airspace analysis for vertically-guided operations for proposed Runway 11/29 and existing Runway 4/22. The Advisory Circulars identified below detail the data collection requirements and accuracies for the project and the verification process by the Federal Aviation Administration (FAA) and the National Geodetic Survey (NGS).

- AC 150/5300-16B “General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey”
- AC 150/5300-17C, Change 1 “Standards for Using Remote Sensing Technologies in Airport Surveys”
- AC 150/5300-18B, Change 1 “General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards”

2023-11.01 FAA Airport Airspace Analysis Survey

The purpose of this project is to accomplish an FAA Airport Airspace Analysis Survey for all surfaces defined in FAA Advisory Circular 150/5300 - 18B: Section 2.7.1.1 Runways with Vertical Guidance. In addition, and per FAA Policy Guidance issued 9/22/22, we will be evaluating, updating, and/or incorporating the Obstacle Authoritative Source (OAS) obstacle data as a part of this project. CONSULTANT will be responsible for any updates to the OAS data using the FAA’s Runway Airspace Management tool. For this project, we will acquire new vertical stereo digital imagery at a physical image scale of 1”=2,500’ of the obstruction surface areas and 1”= 1,250’ of the runway centerline. The aerial imagery will cover all of the VG Airspace Analysis surfaces using a UltraCam Falcon Prime (UCFp), or comparable, during leaf-on conditions.

From the 1”= 2,500’ imagery, we will produce the following:

- Limited landmark feature planimetric mapping
- Color digital orthophotos with a 1.0’ pixel resolution
- Identification and mapping of obstruction obstacles for all of the VG surfaces

From the 1”= 1,250’ imagery, we will produce the following:

- Color digital orthophotos with a 0.5’ pixel resolution
- Identification and mapping of obstruction obstacles for the VGRPS, VGPCS, VGPS & NVGPS surfaces

The online SOW will be prepared during project initiation with input from the airport, Mead & Hunt and NV5 Geospatial. NV5 Geospatial will be responsible for preparation and submittal of the Survey and Quality Control Plan, Imagery Acquisition Plan, Imagery Acquisition Report, Final Project Report and all associated data files as required for submission to the FAA Airport Data and Information Portal (ADIP).

Quality Standards

The project has been designed to conform to the National Map Accuracy Standards for limited landmark planimetric feature collection and twelve-inch orthophoto production. In addition, we ensure that the photogrammetric mapping will meet all FAA and NGS standards. We will exercise reasonable care and will conform to the standards of practice ordinarily used by the photogrammetric profession.

Project Area

The project area encompasses all of Grand Junction Regional Airport (GJT) inclusive of the obstruction surfaces as defined in AC 150/5300-18B.

Control Surveying

The aerial photography will be completed with ABGPS control which will be used for the base control for the geo-referencing of the aerial imagery. NV5 Geospatial will process the ABGPS data using COR stations and reference it to the project control datums:

- Horizontal: North American Datum of 1983/2011 (NAD 83(2011)), in the CO State Plane Coordinate System, Central zone in US survey feet.
- Vertical: North American Vertical Datum of 1988 (NAVD 88)

CONSULTANT will complete all of the remaining on-site ground control surveys, including:

- Geodetic control validation of the existing airport PACS and SACS stations or establish temporary airport control according to the guidelines established in AC 150/5300-16B
- Establishing all necessary photo-identifiable ground control and FAA mandated check-points required to validate the ABGPS and IMU control.
- Collection of all the airport runway end positions
- Collection of vertical profiles for all runways
- Collection of the position, elevation, and where required the appropriate navigational aid perpendicular point of all electronic and visual navigational aids (NAVAIDS) located on the airport and associated with any current instrument approach servicing the airport
- All other tasks, not specifically listed above, as outlined in FAA AC-18B, Table 2-1 "Survey Requirements Matrix for Instrument Procedure Development."

Orthophoto Mapping

CONSULTANT will use the control solution and imagery to generate a Digital Elevation Model (DEM) of the VG surfaces. For this project, the imagery will be processed into color digital orthophotos using the aforementioned DEM to rectify the images. Orthophotos for the entire project area will be developed with a 1.0' pixel resolution. Orthos will be delivered in a GeoTIFF file format.

18B Obstruction Surveys

The Obstructions Surfaces to be uploaded to ADIP will satisfy the requirements of AC 150/5300-18B:

- 2.7.1.2 Analysis of proposed Runway 11/29 with Vertically Guided Operations (Surfaces include the VGRPS, VGPCS, VGAS, VGPS, VGATS, VGHS and VGCS)

Other Obstruction Surveys

Other obstructions to be provided directly to Mead & Hunt include:

- Existing Runway 4/22 – 18B VG

The specific types and quantities of obstructions for each surface are outlined and clearly defined for the particular surface in each circular section. Any obstructions that meet the requirement of the circular, but are of a nature that elevations at the highest point of the obstruction are virtually impossible to read through photogrammetric methods (cell tower, electrical tower, etc.), will be identified and relayed to the surveyor to initiate field surveyed elevations for the obstruction.

The obstruction delivery will include the limited landmark planimetric feature collection.

The final data will be uploaded to ADIP in ESRI Shapefile format.

Production Schedule

CONSULTANT will work with you to finalize a mutually agreeable schedule for the project after FAA Control Plan approvals. We will make a reasonable effort to maintain the agreed-upon schedule. However, should the project be interrupted by technical problems beyond our control, including control deficiencies or map file re-deliveries rescheduling may become necessary.

Deliverables

CONSULTANT will submit all data collected and associated required deliverable in the formats specified in the appropriate advisory circulars to the FAA Office of Airports, Airports Surveying-GIS Program. All data submissions to the FAA will be through the program's web site at <https://adip.faa.gov/agis/portal>. The AC 150/5300-17C project data deliveries that will not be submitted through the web site will be delivered on external hard drives or DVDs. The 18B deliverables that will be uploaded to ADIP include:

- Imagery Plan and Survey and Quality Control Plan
- Image Delivery (sent to FAA)
- Color digital orthophotos (sent to FAA)
- Digital limited landmark detail outside the airport
- Obstruction survey data for proposed Runway 11/29
- Photogrammetrically derived attributes in defined format
- Surveyed ends and profile for each runway
- NAVAID data
- FGDC compliant metadata
- Final Report

All digital files will be delivered on external hard drive or CD/DVD.

TASK 2023-12 AERONAUTICAL OBSTRUCTION SURVEY – RELOCATED 11/29 AS-BUILT

Description: This summary of work describes our understanding of the scope of work and services required for an As-Built Survey at Grand Junction Regional Airport (GJT) located in Grand Junction, CO. The project will be done in compliance with AGIS policies. The Advisory Circulars identified below detail the data collection requirements and accuracies for the project and the verification process by the Federal Aviation Administration (FAA) and the National Geodetic Survey (NGS).

- AC 150/5300-16B “General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey”
- AC 150/5300-17C, Change 1 “Standards for Using Remote Sensing Technologies in Airport Surveys”
- AC 150/5300-18B, Change 1 “General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Airport Survey Data Collection and Geographic Information System (GIS) Standards”

2023-12.01 As-Built Survey

For this project, we will acquire new vertical stereo digital imagery at a physical image scale of 1” = 2,500’. The aerial imagery will cover the changed runway using a UltraCam Falcon Prime (UCFp), or comparable.

From the 1”= 2,500” imagery, we will produce the following:

- 12” Color Digital Orthophoto

Quality Standards

The project has been designed to conform to the National Map Accuracy Standards for 12” inch orthophoto production. In addition, we ensure that the photogrammetric mapping will meet all FAA and NGS standards. We will exercise reasonable care and will conform to the standards of practice ordinarily used by the photogrammetric profession.

Project Area

The project area encompasses all of the runway area of Grand Junction Regional Airport.

Control Surveying

The aerial photography will be completed with ABGPS control which will be used for the base control for the geo-referencing of the aerial imagery.

ABGPS data will be processed using COR stations and will be referenced to the project control datums:

- Horizontal: North American Datum of 1983/2011 (NAD 83(2011)), in the CO State Plane Coordinate System, Central Zone in US survey feet.
- Vertical: North American Vertical Datum of 1988 (NAVD 88)

CONSULTANT will complete all of the on-site ground survey required for validating the Design data previously submitted.

- Establish or validate temporary airport geodetic control
- Survey runway end(s)/threshold(s)
- Monument runway end(s)/threshold(s)
- Document runway end(s)/threshold locations
- Identify and survey any displaced threshold(s)
- Document displaced threshold(s) location

- Determine or validate runway length
- Determine or validate runway width
- Determine runway profile – Runway 11/29
- Determine the touchdown zone elevation (TDZE)
- Provide a Final Report

Orthophoto Mapping

We will use the control solution and imagery to generate a Digital Elevation Model (DEM) of the airport runway. The imagery will be processed into color digital orthophotos using the aforementioned DEM to rectify the images. Orthophotos for the airport property area will be developed with a 1.0' pixel resolution. Orthos will be delivered in a GeoTIFF file format.

Production Schedule

We will work with you to finalize a mutually agreeable schedule for the project after FAA Control Plan approvals. We will make a reasonable effort to maintain the agreed-upon schedule. However, should the project be interrupted by technical problems beyond our control, including control deficiencies or map file re-deliveries rescheduling may become necessary.

Deliverables

CONSULTANT will submit all data collected and associated required deliverable in the formats specified in the appropriate advisory circulars to the FAA Airport Data and Information Portal. All data submissions to the FAA will be through the program's web site at <https://adip.faa.gov/agis/portal>.

The AC 150/5300-17C project data deliveries that will not be submitted through the web site will be delivered on external hard drives or DVDs.

The 18B deliverables that will be uploaded to the ADIP website include:

- Statement of Work, Imagery Plan and Survey and Quality Control Plan
- Image Delivery
- Color digital orthophotos
- FGDC compliant metadata
- Final Report

All digital files will be delivered on external hard drive or CD/DVD.

EXHIBIT B - TASK ORDER SUMMARY
Grand Junction Regional Airport
Engineering Services - Runway 11/29 Relocation
Scope of Services #12 - FY 2023 Runway 11/29 Relocation Program

Task	Mead & Hunt	Total	Terms
2023-11 Aeronautical Obstruction Survey – Relocated 11/29 Design			LS
Subtotal - Labor	\$ 9,262.00	\$ 9,262.00	
Subtotal - Expense	\$ 35,198.00	\$ 35,198.00	
2023-12 Aeronautical Obstruction Survey – Relocated 11/29 As-Built			LS
Subtotal - Labor	\$ 13,051.00	\$ 13,051.00	
Subtotal - Expense	\$ 67,434.00	\$ 67,434.00	
	Total	\$ 124,945.00	

EXHIBIT B - RATE TABLE
Grand Junction Regional Airport
Engineering Services - Runway 11/29 Relocation
Scope of Services #12 - FY 2023 Runway 11/29 Relocation Program

Mead & Hunt	Rate	Expenses	Rate
Principal	\$ 275	Air Travel	\$ 475
Project Manager	\$ 243	Lodging	\$ 120
Design Manager	\$ 178	Meals	\$ 59
Senior Engineer	\$ 167	Vehicle	\$ 75
Engineer II	\$ 130	Laboratory Tests	
Engineer I	\$ 119	Deliverables/Supplies	
CAD Tech	\$ 103		
Admin Assistant	\$ 92		

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	FAA Agreement For Transfer of Entitlements		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	<p>Approve the FAA Agreement For Transfer of Entitlements to transfer \$1,000,000 of FY 2023 Federal Funds from Grand Junction Regional Airport to Aspen-Pitkin County Airport to reimburse Pitkin County for \$1,000,000 of FY 2021 Federal Funds they transferred to the Grand Junction Regional Airport Authority.</p>		
SUMMARY:	<p>In 2021, the FAA helped Grand Junction Regional Airport secure \$1,000,000 in Airport Improvement Program (AIP) funding for the Airport Development Plan. The FAA worked with Aspen-Pitkin County Airport to transfer \$1,000,000 of FY 2021 AIP Entitlement Funds they would be unable to use that year to Grand Junction Regional Airport.</p> <p>The transfer from Pitkin County benefited the GJRA tremendously. It funded the Airport Development Plan at zero cost to the Airport Authority (the 10% local match was covered by financial assistance under the American Rescue Plan Act of 2021) at the time this planning exercise became vitally important.</p> <p>Pitkin County has requested to be reimbursed this spring so they can use this grant funding for their planned projects this year.</p> <p>This transfer has no financial impact to the Airport Authority. In addition, eligible projects for this fiscal year are planned to be funded through the AIP Discretionary Fund.</p>		
REVIEWED BY:	Executive Director and Legal Counsel		
FISCAL IMPACT:	N/A		
ATTACHMENTS:	<ol style="list-style-type: none">1. Entitlement Transfer Letter2. FAA Form 5100-110 – Request for FAA Approval of Agreement for Transfer of Entitlements		
STAFF CONTACT:	<p>Angela Padalecki apadalecki@gjairport.com Office: 970-248-8588</p>		



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

Northwest Mountain Region
Colorado · Idaho · Montana · Oregon · Utah
Washington · Wyoming

Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, CO 80249

January 25, 2023

Ms. Angela Padalecki, Executive Director
Grand Junction Regional Airport
2828 Walker Field Drive
Grand Junction, CO 81506

Dear Ms. Padalecki,

We are enclosing an electronic copy of the Airport Improvement Program (AIP) “Agreement For Transfer of Entitlements”. This agreement will transfer \$1,000,000 of fiscal year (FY) 2023 of Federal funds from Grand Junction Regional Airport to Aspen-Pitkin County Airport. Please complete this agreement by having the authorized officials execute the appropriate sections. **Certification by the attorney should be completed following the acceptance and dated on or after the acceptance date.**

Your normal procedures for accepting documents such as this in accordance with local and state law should be followed, but evidence of such procedure is not required by the Federal Aviation Administration.

After execution and certification of the “Agreement For Transfer of Entitlements,” please e-mail a copy of the agreement to your FAA Project Manager, Mike Matz, at michael.b.matz@faa.gov.

Sincerely,

John P. Bauer, Manager
Denver Airports District Office

Enclosures



Request for FAA Approval of Agreement for Transfer of Entitlements

In accordance with 49 USC § 47117(c)(2),

Name of Transferring Sponsor: Grand Junction Regional Airport Authority, City of Grand Junction and County of Mesa, Colorado

hereby waives receipt of the following amount of funds apportioned to it under 49 USC § 47114(c) for

the: Name of Transferring Airport (and LOCID): Grand Junction Regional Airport (GJT)

for each fiscal year listed below:

Entitlement Type (Passenger, Cargo or Nonprimary)	Fiscal Year	Amount
Passenger	2023	\$ 1,000,000.00
Total		\$ 1,000,000.00

The Federal Aviation Administration has determined that the waived amount will be made available to:

Name of Airport (and LOCID) Receiving Transferred Entitlements:

Aspen-Pitkin County Airport (ASE)

Name of Receiving Airport's Sponsor: Pitkin County, Colorado

a public use airport in the same state or geographical areas as the transferring airport for eligible projects under 49 USC § 47104(a).

The waiver expires on the earlier of 09/30/2023 (date) or when the availability of apportioned funds lapses under 49 USC § 47117(b).

For the United States of America, Federal Aviation Administration:

Signature: JOHN P BAUER Digitally signed by JOHN P BAUER
Date: 2023.01.25 09:09:40 -05'00'

Name: John P. Bauer

Title: Manager, Denver Airports District Office

Date: 01/25/2023

Certification of Transferring Sponsor

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of ,

Name of Sponsor: City of Grand Junction, Colorado

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____

Certificate of Transferring Sponsor's Attorney

I, _____, acting as Attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the state of _____ Colorado _____. Further, I have examined the foregoing Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and 49 USC § 47101, et seq.

Dated at _____ (City, State),

this day of ,

Signature of Sponsor's Attorney: _____

Grand Junction Regional Airport Authority
Agenda Item Summary

TOPIC:	CDOT Aeronautics Division Grant Number 23-GJT-01
PURPOSE:	Information <input type="checkbox"/> Guidance <input type="checkbox"/> Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Approve CDOT Grant Award Letter No. 23-GJT-01 for \$4,023,000 Runway 4/22 and Connector Taxiway Rehabilitation – Pavement & Lighting and authorize the Executive Director to sign.
SUMMARY:	<p>The State of Colorado has announced the award to GJRAA of a state aviation grant in the amount of \$4,023,000, with a local match requirement of \$447,000.</p> <p>The grant purpose is Runway 4/22 and connector taxiway rehabilitation – pavement & lighting.</p> <p>The terms, conditions and assurances of the grant are included in a Grant Award Letter, on a form prescribed by the State of Colorado (copy attached). Unlike grant agreements with the FAA, the State of Colorado does not require that the City of Grand Junction or Mesa County serve as grant co-sponsors.</p> <p>Because the State is unlikely to accept material modifications to its standard form agreement, GJRAA Staff is requesting Board approval for the Executive Director to finalize and execute the Grant Award Letter.</p>
REVIEWED BY:	Executive Director and Legal Counsel
FISCAL IMPACT:	<p><u>Funding Sources</u></p> <ul style="list-style-type: none">• CDOT - \$4,023,000• GJRAA - \$447,000 <p>Total Estimated Project Cost - \$4,470,000</p>
ATTACHMENTS:	CDOT Grant Award Letter No. 23-GJT-01
STAFFCONTACT:	Angela Padalecki apadalecki@gjairport.com Office: 970-248-8588

GRANT AWARD LETTER
SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Colorado Department of Transportation, Colorado Aeronautical Board, Division of Aeronautics	Grant Amount State: \$4,023,000.00
Grantee Grand Junction Regional Airport Authority	
Grant Issuance Date The Effective Date	
Grant Expiration Date June 30, 2026	Local Match Amount Local: \$447,000.00
Grant Authority Authority to enter into this Grant exists in CRS §43-10-108.5 and funds have been budgeted, appropriated and otherwise made available pursuant to CRS §§39-27-112(2)(b), 43-10-109, 43-10-102 and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance, and coordination have been accomplished from and with appropriate agencies.	
Grant Purpose Element A: Runway 4/22 and Connector Taxiway Rehabilitation - Pavement & Lighting	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Grant: Exhibit A, Discretionary Aviation Grant Application Exhibit B, Resolution Exhibit C, Grant Assurances Exhibit D, Sample Option Letter In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: 1. Provisions of the main body of this Grant 2. Exhibit A, Discretionary Aviation Grant Application 3. Exhibit B, Resolution 4. Exhibit C, Grant Assurances 5. Exhibit D, Sample Option Letter	

SIGNATURE PAGE

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

<p style="text-align: center;">GRANTEE Grand Junction Regional Airport Authority</p> <hr/> <p>By: Angela Padalecki, Executive Director</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor Department of Transportation</p> <hr/> <p>By: David R. Ulane, Aeronautics Division Director for Shoshana M. Lew, Executive Director</p> <p>Date: _____</p>
<p>In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <hr/> <p>By: Department of Transportation</p> <p>Effective Date: _____</p>	

1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the "State") hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the "Grantee") an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing written notice to the Grantee in a form substantially equivalent to Exhibit D.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, the Colorado Aeronautical Board or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

3. PURPOSE

The General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991 in CRS §43-10-101 (the Act) "... that there exists a need to promote the safe operations and accessibility of general aviation in this state; that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of this state is crucial in the event of a medical or other type of emergency..."

The Act created the Colorado Aeronautical Board ("the Board") to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics ("the Division") to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. SEE CRS §43-10-103 and C.R.S. §43-10-105 and CRS §43-10-108.5 of the Act.

Any entity operating a public-accessible airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports as request assistance by means of a Resolution passed by the applicant's duly-authorized governing body, which understands that all funds shall be used exclusively for aviation purposes and that it will comply with all grant procedures, grant assurances and requirements as defined in the Division's Programs and Procedures Manual, ("the Manual") and the Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding attached hereto as Exhibit C.

4. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. "**Budget**" means the budget for the Work described in Exhibit A.

- B. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- C. **“CJI”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- D. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.
- E. **“Exhibits”** means exhibits and attachments included with this Grant as shown on the first page of this Grant.
- F. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter.
- G. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- H. **“Grant Award Letter”** means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- I. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- J. **“Grant Expiration Date”** means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- K. **“Grant Issuance Date”** means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- L. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- M. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- N. **“Manual”** means the Programs and Procedures Manual as approved by the Colorado Aeronautical board that is available on the Colorado Division of Aeronautics’ website.
- O. **“Matching Funds”** means the funds provided by Grantee as a match required to receive the Grant Funds.
- P. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- Q. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S.
- R. **“Services”** means the services to be performed by Grantee as set forth in this Grant Award Letter and shall include any services to be rendered by Grantee in connection with the Goods.
- S. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- T. **“State Fiscal Rules”** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.

- U. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- V. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- W. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- X. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- Y. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

5. STATEMENT OF WORK

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

6. PAYMENTS TO GRANTEE

A. Maximum Amount.

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. Increase or Decrease Quantities and Total Price - State's Option.

The State, at its discretion, shall have the option to increase or decrease the-quantity of goods/services described in Exhibit A at the same rates and under the same terms specified in this agreement. In order to exercise this option, the State shall provide written notice to Grantee in in form substantially equivalent to Exhibit D prior to the end of the current Grant term. Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Agreement.

C. Matching Funds.

Grantee shall provide the Local Match Amount shown on the first page of this Grant Award Letter and described in Exhibit A (the “Local Match Amount”). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee’s laws or policies.

D. Reimbursement of Grantee Costs.

The State shall reimburse Grantee’s allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal

modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work.

E. Close-Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice.

7. REPORTING - NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in §6.E, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

8. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Final Audit Report

Grantee shall promptly submit upon request to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party.

9. CONFIDENTIAL INFORMATION - STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies,

publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

10. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

11. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

12. REMEDIES

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

13. DISPUTE RESOLUTION

Except as herein specifically provided otherwise, for all disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

14. NOTICES and REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §14.

For the State:

Scott Storie, Aviation Planner
CDOT-Aeronautics
5126 Front Range Parkway
Watkins, CO 80137
scott.storie@state.co.us

For Grantee:

Anglea Padalecki
Grand Junction Regional Airport Authority
2828 Walker Dr., Suite 301
Grand Junction, CO 81506
apadalecki@gjairport.com

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

16. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §24-30-1501, *et seq.* C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

17. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

EXHIBIT A, DISCRETIONARY AVIATION GRANT APPLICATION



**Colorado Division of Aeronautics
 Discretionary Aviation Grant Application**

APPLICANT INFORMATION		
APPLICANT SPONSOR: Grand Junction Regional Airport Authority	AIRPORT: Grand Junction Regional Airport	IDENTIFIER: GJT
PROJECT DIRECTOR: Angela Padalecki		
MAILING ADDRESS: 2828 Walker Field Dr. Ste 301, Grand Junction, CO 81506	EMAIL ADDRESS:	apadalecki@gjairport.com
	PHONE NUMBER:	(970) 852-1247

GRANT NAME AND TERMS		
23-GJT-01	TERMS	
	Execution Date:	Expiration Date: June 30, 2026

FUNDING SUMMARY	
Funding Source	Funding Amount
State Aviation Grant:	\$4,023,000.00
Local Cash:	\$447,000.00
Local In-Kind:	\$0.00
Federal Aviation Grant:	\$0.00
Total Project Funding:	\$4,470,000.00

PROJECT SCHEDULE & BUDGET							
ELEMENT DESCRIPTION	STATE FUNDING		LOCAL FUNDING		FEDERAL FUNDING		TOTAL
	A. Runway 4/22 and connector taxiway Rehabilitation - pavement & lighting	\$4,023,000.00	Up to 90.00%	\$447,000.00	10.00%	\$0.00	
TOTALS	\$4,023,000.00		\$447,000.00		\$0.00		\$4,470,000.00

EXHIBIT B, RESOLUTION

RESOLUTION

WHEREAS:

The General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991 in CRS §43-10-101 (the Act) "... that there exists a need to promote the safe operations and accessibility of general aviation in this state; that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of this state is crucial in the event of a medical or other type of emergency..."

The Act created the Colorado Aeronautical Board ("the Board") to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics ("the Division") to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. SEE CRS §43-10-103 and C.R.S. §43-10-105 and CRS §43-10-108.5 of the Act.

Any eligible entity operating a public-accessible airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports as request assistance by means of a Resolution passed by the applicant's duly-authorized governing body, which understands that all funds shall be used exclusively for aviation purposes and that it will comply with all grant procedures, grant assurances and requirements as defined in the Division's Program and Procedures Manual, ("the Manual") and the Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding ("Grant Assurances") attached hereto as Exhibit C.

NOW, THEREFORE, BE IT RESOLVED THAT:

The **Grand Junction Regional Airport Authority**, as a duly authorized governing body of the grant applicant, hereby formally requests assistance from the Colorado Aeronautical Board and the Division of Aeronautics in the form of a state aviation system grant. The **Grand Junction Regional Airport Authority** states that such grant shall be used solely for aviation purposes, as determined by the State, and as generally described in the Application.

By signing this Grant Agreement, the applicant commits to keep open and accessible for public use all grant funded facilities, improvements and services for their useful life, as determined by the Division and stated in the Grant Agreement and Grant Assurances.

FURTHER BE IT RESOLVED:

That the **Grand Junction Regional Airport Authority** hereby designates **Angela Padalecki** as the Project Director, as described in the Manual and authorizes the Project Director to act in all matters relating to the work project proposed in the Application in its behalf, including executions of the Grant Agreement and any amendments.

FURTHER:

The **Grand Junction Regional Airport Authority** has appropriated or will otherwise make available in a timely manner all funds, if any, that are required to be provided by the Applicant under the terms and conditions of the Grant Agreement.

FINALLY:

The **Grand Junction Regional Airport Authority** hereby accepts all guidelines, procedures, standards, and requirements described in the Manual as applicable to the performance of the grant work and hereby approves the Grant Agreement submitted by the State, including all terms and conditions contained therein.

By: Angela Padalecki, Executive Director

Date: _____

ATTEST (if needed)

N/A

EXHIBIT C, GRANT ASSURANCES

Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding

Approved by CAB January 22, 2018

I. APPLICABILITY

- a. These assurances shall be complied with by Airport Sponsors in the performance of all projects at airports that receive Colorado Department of Transportation – Division of Aeronautics (Division) Colorado Discretionary Aviation Grant (CDAG) funding for projects including but not limited to: master planning, land acquisition, equipment acquisition or capital improvement projects (Project). It is not the intent of these Assurances to expand existing Federal Aviation Administration (FAA) Grant Assurances for airports included in the National Plan of Integrated Airport Systems (NPIAS); as similar assurances already exist for acceptance of FAA funding.
- b. Upon acceptance of this grant agreement these assurances are incorporated in and become a part thereof.

II. DURATION

- a. The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the Project as defined in Table 1 (Useful Life), or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion, whichever period is greater. However, there shall be no limit on the duration of the assurances with respect to real property acquired with CDAG Project funds.

III. COMPLIANCE

- a. Should an Airport Sponsor be notified to be in non-compliance with any terms of this agreement, they may become ineligible for future Division funding until such non-compliance is cured.
- b. If any Project is not used for aviation purposes during its Useful Life, or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion or at any time during the estimated useful life of the Project as defined in Table 1, whichever period is greater, the Airport Sponsor may be liable for repayment to the Division of any or all funds contributed by the Division under this agreement. If the airport at which the Project is constructed is abandoned for any reason, the Division may in its discretion discharge the Airport Sponsor from any repayment obligation upon written request by the Airport Sponsor.

IV. AIRPORT SPONSOR GRANT ASSURANCES

1. **Compatible Land Use.** Compatible land use and planning in and around airports benefits the state aviation system by providing opportunities for safe airport development, preservation of airport and aircraft operations, protection of airport approaches, reduced potential for litigation and compliance with appropriate airport design standards. The airport will take appropriate action, to the extent reasonable, to restrict the use of land adjacent to, in the immediate vicinity of, or on the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.
2. **On-Airport Hazard Removal and Mitigation.** The airport will take appropriate action to protect aircraft operations to/from the airport and ensure paths are adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
3. **Safe, Efficient Use, and Preservation of Navigable Airspace.** The airport shall comply with 14 CFR Part 77 for all future airport development and anytime an existing airport development is altered.
4. **Operation and Maintenance.** In regards to Projects that receive Division funding, the airport sponsor certifies that it has the financial or other resources that may be necessary for the preventive maintenance, maintenance, repair and operation of such projects during their Useful Life.

The airport and all facilities which are necessary to serve the aeronautical users of the airport shall be operated at all times in a safe and serviceable condition. The airport will also have in effect arrangements for:

- a. Operating the airport's aeronautical facilities whenever required;
 - b. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - c. Promptly notifying airmen of any condition affecting aeronautical use of the airport.
5. **Airport Revenues.** All revenues generated by the airport will be expended by it for the capital or operating costs of the airport, the local airport system, or other local facilities owned or operated by the owner or operator of the airport for aviation purposes.
 6. **Airport Layout Plan (ALP).** Once accomplished and as otherwise may be required to develop, it will keep up-to-date a minimum of an ALP of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing improvements thereon.
 7. **Use for Aviation Purposes.** The Airport Sponsor shall not use runways, taxiways, aprons, seeded areas or any other appurtenance or facility constructed, repaired, renovated or maintained under the terms of this Agreement for activities other than aviation purposes unless otherwise exempted by the Division.

TABLE 1

Project Type	Useful Life
a. All construction projects (unless listed separately below)	20 years
b. All equipment and vehicles	10 years
c. Pavement rehabilitation (not reconstruction, which is 20 years)	10 years
d. Asphalt seal coat, slurry seal, and joint sealing	3 years
e. Concrete joint replacement	7 years
f. Airfield lighting and signage	10 years
g. Navigational Aids	15 years
h. Buildings	40 years
i. Land	Unlimited

EXHIBIT D, SAMPLE OPTION LETTER

State Agency Colorado Department of Transportation, Colorado Aeronautical Board, Division of Aeronautics	Option Letter Number Insert the Option Number (e.g. "1" for the first option)
Grantee Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc...	Original Agreement Number Insert CMS number or Other Contract Number of the Original Contract
Current Agreement Maximum Amount	Option Agreement Number Insert CMS number or Other Contract Number of this Option
Initial Funding	Agreement Performance Beginning Date The later of the Effective Date or Month Day, Year
State: \$0.00	
Modifications	
Option Letter 1 \$0.00	
Option Letter 2 \$0.00	
Option Letter 3 \$0.00	Current Agreement Expiration Date Month Day, Year
Option Letter 4 \$0.00	
Modified Agreement Maximum Amount \$0.00	

1. **OPTIONS:**

Option to extend for an Extension Term and/or add additional funds.

2. **REQUIRED PROVISIONS:**

- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
- B. **For use with Options 1(A):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to Increase/Decrease the grant maximum amount for a change in services as stated in the Original Agreement, as amended.
- C. **For use with all Option Letters:** The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above and Exhibit A is hereby deleted and replaced with Exhibit A-# incorporated and attached hereto.

3. **OPTION EFFECTIVE DATE:**

- A. The effective date of this Option Letter is upon approval of the State Controller, whichever is later.

STATE OF COLORADO Jared S. Polis, Governor Department of Transportation	In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD
By: David R. Ulane, Aeronautics Division Director For Shoshana M. Lew, Executive Director	By: _____ Department of Transportation
Date: _____	Option Effective Date: _____

RESOLUTION NO. 2023-006
RESOLUTION OF THE BOARD OF COMMISSIONERS
REGARDING CDOT GRANT 23-GJT-01

WHEREAS, the General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, in 1991 in CRS §43-10-101 (the Act) “. . . that there exists a need to promote the safe operations and accessibility of general aviation in this state; that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of this state is crucial in the event of a medical or other type of emergency . . .”; and

WHEREAS, the Act created the Colorado Aeronautical Board (“the Board”) to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics (“the Division”) to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program, *see* CRS §43-10-103 and C.R.S. §43-10-105 and CRS §43-10-108.5 of the Act; and

WHEREAS, any eligible entity operating a public-accessible airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes; and

WHEREAS, the Division is authorized to assist such airports as request assistance by means of a Resolution passed by the applicant’s duly-authorized governing body, which understands that all funds shall be used exclusively for aviation purposes and that it will comply with all grant procedures, grant assurances and requirements as defined in the Division’s Program and Procedures Manual, (“the Manual”) and the Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding (“Grant Assurances”) attached hereto as Exhibit C.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Grand Junction Regional Airport Authority, as a duly authorized governing body of the grant applicant, hereby formally requests assistance from the Colorado Aeronautical Board and the Division of Aeronautics in the form of a state aviation system grant. The Grand Junction Regional Airport Authority states that such grant shall be used solely for aviation purposes, as determined by the State, and as generally described in the Application.
2. By signing this Grant Agreement, the applicant commits to keep open and accessible for public use all grant funded facilities, improvements and services for their useful life, as determined by the Division and stated in the Grant Agreement and Grant Assurances.

FURTHER BE IT RESOLVED:

3. That the Grand Junction Regional Airport Authority hereby designates Angela Padalecki as the Project Director, as described in the Manual and authorizes the Project Director to act in all matters relating to the work project proposed in the Application in its behalf, including executions of the Grant Agreement and any amendments.

FURTHER:

4. The Grand Junction Regional Airport Authority has appropriated or will otherwise make available in a timely manner all funds, if any, that are required to be provided by the Applicant under the terms and conditions of the Grant Agreement.

FINALLY:

5. The Grand Junction Regional Airport Authority hereby accepts all guidelines, procedures, standards, and requirements described in the Manual as applicable to the performance of the grant work and hereby approves the Grant Agreement submitted by the State, including all terms and conditions contained therein.

PASSED AND ADOPTED this 21st day of February, 2023.

Board Members Voting AYE

Board Members Voting NAY

GRAND JUNCTION REGIONAL
AIRPORT AUTHORITY

Chairman

ATTEST:

Clerk

Grand Junction Regional Airport Authority
Agenda Item Summary

TOPIC:	Resolution No. 2023-005: Colorado State Infrastructure Bank Loan Agreement		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Adopt Resolution No. 2023-005 to authorize the Executive Director to finalize a loan agreement with the State of Colorado and authorize the Board Chairman or Executive Director to sign.		
SUMMARY:	<p>In November 2022, the GJRAA Board approved Resolution 2022-005, authorizing the Executive Director to apply for a loan, in the amount of \$3,737,580, from the Colorado State Infrastructure Bank.</p> <p>The loan would be used to fund design and construction of the following airport projects: (i) expansion of the paved public parking lot (adding 225 public parking spaces), and (ii) repair and rehabilitation of the General Aviation area of the Airport to improve pavement and drainage.</p> <p>The State Transportation Commission provided final approval for the loan at their February 16th Board meeting.</p> <p>In Resolution 2022-005, the GJRAA Board directed the Executive Director to negotiate the loan agreement for consideration by the Board. The State has provided its standard form agreement (copy attached).</p> <p>Because the State is unlikely to accept material modifications to its standard form agreement, GJRAA Staff is requesting Board approval for the Executive Director to finalize the loan agreement and for the Board Chairman or Executive Director to execute the final loan agreement.</p>		
REVIEWED BY:	Executive Director		
FISCAL IMPACT:	\$3,737,580.00		
ATTACHMENTS:	N/A		
STAFF CONTACT:	Angela Padalecki apadalecki@gjairport.com (970) 852-1247		

RESOLUTION NO. 2023-005
RESOLUTION OF THE BOARD OF COMMISSIONERS
REGARDING SIB LOAN APPLICATION

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 State of Colorado, through the Colorado Department of Transportation (“CDOT”) and the Colorado Transportation Commission (“Commission”), provides loans to eligible project sponsors for qualified projects pursuant to the State Infrastructure Bank (“SIB”) Loan Program, authorized by Colorado Revised Statute (“CRS”) Section 43-1-113.5, and implementing regulations at 2 CCR 605-1; and

WHEREAS, GJRAA is an eligible project sponsor under the SIB Loan Program; and

WHEREAS, the Airport capital plan includes two projects that are qualified projects under the SIB Loan Program, specifically expansion of and improvements to the landside parking lots and rehabilitation and repair of taxiway C1A and other airfield pavement (“Eligible Airport Projects”); and

WHEREAS, the State approved the GJRAA’s application under the SIB Loan Program in support of the Eligible Airport Projects; and

WHEREAS, the Colorado Public Airport Authority Act authorizes the GJRAA to borrow money (CRS § 41-3-106(1)(e)) and to enter into contracts and agreements with the State of Colorado (CRS 41-3-106(1)(d)).

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

1. The Board directs the Airport Executive Director to negotiate and finalize an SIB loan agreement with the State of Colorado on the form prescribed by the State for the Eligible Airport Projects in an amount not to exceed \$3,737,580.
2. The Board authorizes the Board Chairman or Executive Director to execute the loan agreement after review and approval by the Executive Director and GJRAA legal counsel.

PASSED AND ADOPTED this 21st day of February, 2023.

Board Members Voting AYE

Board Members Voting NAY

GRAND JUNCTION REGIONAL
AIRPORT AUTHORITY

ATTEST:

Chairman

Clerk

Grand Junction Regional Airport Authority
Agenda Item Summary

TOPIC:	United Companies Notice of Award and Construction Contract Approval – Airfield Pavement Rehabilitation for Runway 4-22 and Terminal Parking lot construction		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Approve the Notice of Award to United Companies and the contract agreement for \$7,137,281.50 for the Airfield Pavement Rehabilitation for Runway 4-22, and taxiway connectors as well as Terminal Parking lot construction and Employee Parking Expansion; and authorize the Executive Director to sign the notice of award, contract documents, and any applicable notices to proceed.		
SUMMARY:	<p>Garver oversaw the procurement and invitation for bid for the Airfield Pavement Rehabilitation for Runway 4-22 and Terminal Parking lot construction.</p> <p>GJRAA received two bids for this project. Garver recommended the Airport award the following schedules</p> <p>in the attached contract agreement based on bid pricing and available project funding Staff along with the CDOT, and Garver determined that based on available funding it was best to award all other schedules.</p> <p>Based on Garver’s review of the bids submitted, United Companies was determined to be the lowest responsible and responsive bidder. Garver recommends issuing a notice of award to United Companies and accepting a construction contract with them for this work.</p> <p>The RW 4-22 portion of the construction contract in the amount of \$7,137,281.50 will be funded by the CDOT grant 23-GJT-01.</p>		
REVIEWED BY:	Executive Director and Legal Counsel		
FISCAL IMPACT:	Total Contract Amount - \$7,137,281.50		
ATTACHMENTS:	1. Notice of Award 2. Contract		
STAFF CONTACT:	Angela Padalecki apadalecki@gjairport.com Office: 970-248-8588		

Grand Junction Regional Airport
Airfield Pavement Rehabilitation and Parking Lot Construction

00 51 00 NOTICE OF AWARD

Date of Issuance: February 21, 2023
Owner: **GRAND JUNCTION REGIONAL AIRPORT AUTHORITY** Owner's Contract No.:
Engineer: **GARVER** Engineer's Project No.: 21A25301
Project: Airfield Pavement Rehabilitation and Parking Lot Construction
Bidder: United Companies
Bidder's Address: 2273 River Road
Grand Junction, CO 81502

TO BIDDER:

You are notified that Owner has accepted your Bid dated January 23, 2023 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Airfield Pavement Rehabilitation and Parking Lot Construction Schedules 1, 3, and 4.

The Contract price of the awarded Contract is: \$7,137,281.50.

One original unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

a set of the drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Return signed copy of Notice of Award to Owner and Engineer as acknowledgement of receipt.
2. Deliver to Owner **one original** counterparts of the Agreement, fully executed by Bidder.
3. Deliver with the executed Agreement(s) the Contract security [*e.g., Performance bond and Payment bond*] and insurance documentation as specified in the Instructions to Bidders, General Provisions and Special Provisions.
4. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

After you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Section 50-05 of the General Provisions.

EJCDC® C-510, Notice of Award. Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

Grand Junction Regional Airport
Airfield Pavement Rehabilitation and Parking Lot Construction

Owner:

Authorized Signature

By:

Title:

Bidder:

Authorized Signature

By:

Title:

Copy: Engineer

EJCDC® C-510, Notice of Award. Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

Grand Junction Regional Airport
Airfield Pavement Rehabilitation and Parking Lot Construction

00 52 00 CONTRACT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Grand Junction Regional Airport Authority (“Owner”) and
United Companies (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: The Project consists of pavement and lighting rehabilitation for Runway 4-22 and taxiway connectors as well as the Terminal Parking Expansion and Employee Parking Lot Expansion

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by **Garver, LLC**.

3.02 The Owner has retained **Garver, LLC** (“Engineer”) to act as Owner’s representative, and to have the rights, responsibilities, duties, and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within the following number of days after the date when the Contract Times commence to run as provided in Section 80-07 of the General Provisions, and completed and ready for final payment in accordance with Section 90-09 of the General Provisions within the following number of days after the date when the Contract Times commence to run.

Item	Description	Substantial Completion
1	Total Project (All Schedules)	105 calendar days
2	Total Project (Schedule 1)	52 calendar days
3	Total Project (Schedule 2)	100 calendar days
	Schedule 2, Additive Alternate 1	14 additional calendar days if awarded
4	Total Project (Schedule 3)	45 calendar days
5	Total Project (Schedule 4)	20 calendar days

B. Parts of the Work shall be substantially completed on or before the following Milestone(s):

Grand Junction Regional Airport
Airfield Pavement Rehabilitation and Parking Lot Construction

Milestone	Description	Substantial Completion
1	Schedule 1, Phase 1 Runway 11-29 Temporary Relocated Threshold	20 calendar days
2	Schedule 1, Phase 3B Runway 11-29 Temporary Relocated Threshold	2 calendar nights
3	Schedule 1, Phase 3C Taxiway A Grooving	3 calendar nights
4	Schedule 2, Area PA-02	6 calendar days

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion:

- a. Item 1: Contractor shall pay Owner **\$2,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion of Item 1 until the Work is substantially complete.
- b. Item 2: Contractor shall pay Owner **\$2,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion of Item 2 until the Work is substantially complete.
- c. Item 3: Contractor shall pay Owner **\$2,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion of Item 3 until the Work is substantially complete.
- d. Item 4: Contractor shall pay Owner **\$2,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion of Item 2 until the Work is substantially complete.
- e. Item 5: Contractor shall pay Owner **\$2,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion of Item 5 until the Work is substantially complete.

2. Milestones:

- a. Milestone 1: Contractor shall pay Owner **\$3,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.B above for achievement of Milestone 2, until Milestone 2 is achieved.
- b. Milestone 2: Contractor shall pay Owner **\$3,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.B above for achievement of Milestone 3, until Milestone 3 is achieved.
- c. Milestone 3: Contractor shall pay Owner **\$3,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.B above for achievement of Milestone 3, until Milestone 3 is achieved.
- d. ~~Milestone 4: Contractor shall pay Owner **\$2,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.B above for achievement of Milestone 4, until Milestone 4 is achieved.~~

3. Liquidated damages for failing to timely attain Substantial Completion items and Milestones are additive and will be imposed concurrently.

4.04 *Special Damages*

- A. Not Used.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item): **\$7,137,281.50**
- B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. Estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer and Owner.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Applications for Payment shall be made in accordance with Section 90-06 of the General Provisions. Applications for Payment will be processed by Engineer as provided in the General Provisions.

6.02 *Progress Payments; Retainage*

- A. Progress payments and retainage shall be in accordance with Section 90-06 of the General Provisions.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Section 50-15 of the General Provisions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in Section 90-09 of the General Provisions, minus any damages as described in Paragraphs 4.03 and 4.04.

ARTICLE 7 – INTEREST

7.01 Not Used.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all laws and regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing

Grand Junction Regional Airport
Airfield Pavement Rehabilitation and Parking Lot Construction

surface or subsurface structures at the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings.

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
- K. The Contractor hereby represents and warrants to and for the benefit of the Owner that:
 - 1. The Contractor has reviewed and understands the prevailing wage rate requirements and will provide any further verified information, certification or assurance of compliance as may be required by the Owner.
 - 2. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Owner resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Owner). While the Contractor has no direct contractual privity with the State, as a lender to the Owner for the funding of its Project, the Owner and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. Executed Contract
 - 2. Addenda (if any)
 - 3. Advertisement for Bids

Grand Junction Regional Airport
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4. Instructions to Bidders
 5. Bid Form
 6. List of Proposed Subcontractors
 7. Wage Rates
 8. Qualification Statement
 9. General Provisions
 10. Special Provisions
 11. Supplemental Specifications as listed in the Table of Contents
 12. Technical Specifications as listed in the Table of Contents
 13. Drawings
 14. Performance Bond
 15. Payment Bond
 16. Certificates of Insurance
 17. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 18. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Provisions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms not otherwise defined herein and used in this Agreement will have the meanings stated in the General Provisions and the Special Provisions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

Grand Junction Regional Airport
Airfield Pavement Rehabilitation and Parking Lot Construction

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

Grand Junction Regional Airport
Airfield Pavement Rehabilitation and Parking Lot Construction

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____
(where applicable)

This document is a MODIFIED version of EJCDC® C-520, Agreement Between Owner and Contractor for Construction Contract (Stipulated Price). Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies and is based in part on excerpts from EJCDC documents. Those portions of the text that originated in published EJCDC documents remain subject to copyright.

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Grand Junction Regional Airport Authority
Agenda Item Summary

TOPIC:	Garver Work Order No. 1 for Runway 4-22 Rehabilitation Construction.
PURPOSE:	Information <input type="checkbox"/> Guidance <input type="checkbox"/> Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Approve Garver Work Order No. 1 for \$245,700 for Runway 4-22 Rehabilitation Construction Administration Services and authorize the Executive Director to sign the Work Order.
SUMMARY:	<p>This work order represents construction administration services to be performed by Garver as the owner’s representative to the Airport in conjunction with the Runway 4-22 Rehabilitation construction project. The specific tasks to be completed include:</p> <ul style="list-style-type: none">• Construction Administration Services• On-Site Resident Project Representative• Materials Testing• Grant Closeout <p>Additionally, GJRAA Staff worked with Shrewsberry to complete an independent fee estimate (IFE) to evaluate the proposed hours and project cost from Garver for this project. The proposed fee from Garver was reasonable based on FAA guidelines.</p>
REVIEWED BY:	Executive Director and Legal Counsel
FISCAL IMPACT:	Total Cost - \$245,700
ATTACHMENTS:	Garver Work Order No. 1
STAFF CONTACT:	Angela Padalecki apadalecki@gairport.com Office: 970-248-8588



WORK ORDER NO. 1
Grand Junction Regional Airport Authority
Grand Junction, Colorado
Project No. 23A25303

This WORK ORDER (“Work Order”) is made by and between the **Grand Junction Regional Airport Authority** (hereinafter referred to as “**Owner**”) and **Garver, LLC**, (hereinafter referred to as “**Garver**”) in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on January 18, 2023 (the “Agreement”).

Under this Work Order, the Owner intends to provide the following improvements to the **Runway 4-22 Rehabilitation Construction Phase Services** project.

GARVER will provide professional services related to these improvements described herein.

SECTION 1 - SCOPE OF SERVICES

The scope of engineering services is described in Appendix A.

SECTION 2 – PAYMENT

For the Services set forth above, Owner will pay Garver as follows:

The table below presents a summary of the fee amounts and fee types for this Work Order.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Construction Administration	\$99,200.00	LUMP SUM
On-Site Resident Project Representative	\$90,700.00	HOURLY
Materials Testing	\$48,800.00	HOURLY
Grant Closeout	\$7,000.00	LUMP SUM
TOTAL FEE	\$245,700.00	

The lump sum amount to be paid under this Work Order is \$106,200.00. For informational purposes, a breakdown of Garver’s estimated costs is included in Appendix B.

Any unused portion of the fee, due to delays beyond Garver’s control, will be increased six percent (6%) annually with the first increase effective on or about July 1, 2023.

In addition, the Owner will pay Garver for On-Site Resident Project Representative and Materials Testing Services rendered at the rates shown in Appendix B for each classification of Garver’s personnel (may include contract staff classified at Garver’s discretion) during the performance of these Services, plus direct reimbursable expenses normal and necessary for the completion of the Services. Estimated cost of these Services, is \$139,500.00. The actual total fee may exceed this estimate. For informational purposes, a breakdown of Garver’s estimated cost is included herein with approximate current hourly rates for each employee classification. Notwithstanding the foregoing, Garver shall be entitled, in its sole discretion, to substitute a more qualified person (e.g., C-4) with a less qualified



person (e.g., C-1); provided however, in such event Garver shall not change more than the estimated cost of services.

Expenses other than salary costs that are directly attributable to performance of our Services will be billed as follows:

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.

Garver shall provide Owner notice when Garver is within ten percent (10%) of the not-to-exceed amount. In which event, Owner may direct Garver to proceed with the Services up to the not-to-exceed budgetary threshold before ceasing performance of the Services or increase the not-to-exceed amount with notice to Garver. Underruns in any phase may be used to offset overruns in another phase as long as the overall Work Order amount is not exceeded. In no event shall the not-to-exceed amount be interpreted as a guarantee the Services can be performed for the not-to-exceed budgetary threshold.

SECTION 3 – APPENDICES

3.1 The following Appendices are attached to and made a part of this Work Order:

3.1.1 Appendix A - Scope of Services

3.1.2 Appendix B – Fee Spreadsheet

This Work Order may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



The effective date of this Work Order shall be the last date written below.

GRAND JUNCTION REGIONAL
AIRPORT AUTHORITY

GARVER, LLC

By: _____
Signature

By: Colin Bible
Signature

Name: _____
Printed Name

Name: Colin Bible, PE
Printed Name

Title: _____

Title: Senior Project Manager

Date: _____

Date: 2/10/2023



GARVER
APPENDIX A
SCOPE OF SERVICES



EXHIBIT A (SCOPE OF SERVICES)

Generally, the Scope of Services includes the following professional services for improvements to Runway 4-22 at Grand Junction Regional Airport. Project will include rehabilitation of asphalt on Runway 4-22 and connecting Taxiways C2, C3, and C4 via mill and overlay; and reconstruction of Taxiway A between the edge of Runway 4-22 and the hold line. See Exhibit 1 for limits of work. Scope of Services for this project include:

- Construction Administration Services
- On-Site Resident Project Representative Services
- Materials Testing Services
- Project Closeout Services

1. CONSTRUCTION ADMINISTRATION SERVICES

1.1. During the construction phase of work, Garver will accomplish the tasks below.

1.2. Issued for Construction (IFC) Documents

1.2.1. Garver will compile bid addendums and any other necessary plan changes due to post-bid project updates and/or funding changes into a final Issued for Construction (IFC) set of plans and specifications.

1.3. Construction Management Plan

1.3.1. Garver will prepare a "Construction Management Plan". At a minimum, the plan shall list key construction personnel, qualifications of construction management personnel, and materials quality assurance information.

1.4. Submittals

1.4.1. Garver will evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.



1.5. Notice to Proceed & Preconstruction Meeting

1.5.1. Garver will issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting. Garver will provide meeting minutes for submission to all parties at the conclusion of the meeting.

1.6. Progress Meetings

1.6.1. As a minimum, Garver's Project Manager, Project Engineer, and Resident Project Representative (RPR) will attend weekly progress meetings with the Owner and Contractor. It is expected that 10 meetings will be held on-site including a virtual component. To the extent possible, progress meetings and visits to the site of the work should be scheduled to coincide with each new phase of construction, scheduled FAA inspections, and other times when Garver's presence is desirable. Garver's project engineer or his qualified representative will be available at all times work is in progress for telephone contact by the RPR. Garver's project engineer shall direct, supervise, advise, and counsel the Resident Project Representative and construction observation personnel in the accomplishment of Garver's duties. Garver will prepare for and attend any utility pre-construction meetings as required.

1.7. Owner Coordination

1.7.1. Garver will consult with and advise the Owner during the construction period. Garver will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop. In addition, Garver shall supply to Owner such periodic reports and information as may be required, including, Construction Progress and Inspection Report, or equivalent form to the Owner on a weekly basis.

1.8. RFIs

1.8.1. Garver will issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.

1.9. Progress Payments

1.9.1. Garver will prepare Contractor's progress payment requests based on the actual quantities of contract items completed and accepted and will make a recommendation to the Owner regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.

1.10. Record Drawings

1.10.1. Garver will maintain a set of working drawings and provide information for preparation of record drawings of the completed project. This information will be incorporated into final record drawings completed as part of Closeout Services and final record drawings



will be provided to the Owner after project completion. Garver shall prepare a set of utility record drawings and prepare and furnish record drawings to local utilities as required.

1.11. Change Orders

1.11.1. When authorized by the Owner, Garver will prepare change orders or supplemental agreements for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.

1.12. Final Inspection

1.12.1. Garver will participate in a pre-final walkthrough with the Owner. Garver will also participate in a final project inspection with the Owner and Contractor, prepare a punch list, review final project closeout documents, and submit the final pay request.

2. ON-SITE RESIDENT PROJECT REPRESENTATIVE SERVICES

2.1. Garver will provide full-time Resident Project Representative (RPR) services for the 14-calendar-day test strip plus 52-calendar-day construction contract performance time. The proposed fee is based on approximately 50 hours per week while the Contractor places the test strip and 60 hours per week during the rest of the construction contract performance time for the RPR (excluding the cure period). Plus an additional four (4) days for weather and other delays beyond the Contractor's control. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay Garver an additional fee agreed to by the Owner and Garver. All RPR personnel shall have the appropriate experience and qualifications.

2.2. During the construction period, Garver's RPR will provide or accomplish the following:

- Consult with and advise the Owner during the construction period. Garver will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop.
- As necessary, conduct safety meetings with the Contractor.
- Coordinate with the firm providing construction materials quality assurance testing. Coordinate with this firm to ensure that all material tests required for construction are scheduled and accomplished in a manner that will not delay the Contractor unnecessarily and will meet specification requirements as to location and frequency.
- Perform intermediate inspections in advance of the final inspection.
- Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
- Maintain a project diary which will contain information pertinent to each site visit.
- Administer the "Construction Management Plan" prepared by Garver.
- Monitor the contractor's conformance to the approved construction safety and phasing plan.
- Prepare a Construction Materials Quality Control Summary. At a minimum, the summary shall include a list of all tests performed showing the date, location, pass or fail, and results of retests. The Summary will include a certification that all testing was completed in accordance with the "Construction Management Plan."



2.3. In performing construction observation services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver does not guarantee the performance of the Contractor(s), nor is Garver responsible for the actual supervision of construction operations. Garver does not guarantee the performance of the contracts by the Contractors nor assume any duty to supervise safety procedures followed by any Contractor or subcontractor or their respective employees or by any other person at the job site. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

3. MATERIALS TESTING SERVICES

3.1. Through a Subconsultant, Garver shall provide the quality assurance testing for the project as required by the Plans and Specifications in accordance with the Owner's requirements.

4. PROJECT CLOSEOUT SERVICES

4.1. At the conclusion of construction, Garver will assist the Owner with project closeout by providing all necessary documents required for CDOT grant closeout. Closeout documentation will be provided within 30 days of the final payment to the Contractor.

5. PROJECT DELIVERABLES

5.1. The following deliverables will be submitted to the parties identified below. Unless otherwise noted below, all deliverables shall be electronic.

- Issued for Construction Plans and Specifications to the Owner and Contractor.
- Construction Management Plan to the Owner and Contractor.
- Approved submittals to the Contractor.
- Record Plans and Specifications to the Owner and CDOT.
- Other electronic files as requested.

6. ADDITIONAL SERVICES

6.1. The following items are not included under this agreement but will be considered as additional services to be added under Amendment if requested by the Owner.

- Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
- Deliverables beyond those listed herein.
- Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
- Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
- Services after construction, such as warranty follow-up, operations support, and Part 139 inspection support.
- SWMP for CDPHE



7. SCHEDULE

- 7.1. Garver shall begin work under this Agreement upon execution of this Agreement and shall complete the work within a mutually agreeable schedule with the Owner.



Exhibit 1



LEGEND	
	PHASE 1 WORK AREA
	PHASE 2 WORK AREA
	PHASE 3 WORK AREA
	ILS CRITICAL AREA
	RUNWAY SAFETY AREA
	OBSTACLE FREE ZONE
	CONTRACTOR ACCESS GATE
	EQUIPMENT STORAGE
	EMPLOYEE PARKING
	AIRCRAFT ROUTE
	CONTRACTOR ROUTE
	LIGHTED BARRICADE
	RUNWAY CLOSURE MARKER



GARVER
APPENDIX B
FEE SPREADSHEET

Exhibit B

Grand Junction Regional Airport Runway 4-22 Rehabilitation - CPS

FEE SUMMARY

Title II Service		Estimated Fees	
Construction Administration	Lump Sum	\$	99,200.00
On-Site Resident Project	Hourly	\$	90,700.00
Materials Testing Services	Hourly	\$	48,800.00
Project Closeout Services	Lump Sum	\$	7,000.00
Subtotal for Title II Service		\$	245,700.00

Grand Junction Regional Airport Authority
Agenda Item Summary

TOPIC:	Garver Work Order No. 2 for Terminal and Employee Parking Lot Construction		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Approve Garver Work Order No. 2 for \$261,100 for Terminal and Employee Parking Lot Construction Administration Services and authorize the Executive Director to sign the Work Order.		
SUMMARY:	<p>This work order represents construction administration services to be performed by Garver as the owner's representative to the Airport in conjunction with the Terminal and the Employee Expansion Parking Lot construction project. The specific tasks to be completed include:</p> <ul style="list-style-type: none">• Construction Administration Services• On-Site Resident Project Representative• Materials Testing• Grant Closeout <p>Additionally, GJRAA Staff worked with Shrewsberry to complete an independent fee estimate (IFE) to evaluate the proposed hours and project cost from Garver for this project. The proposed fee from Garver was reasonable based on FAA guidelines.</p>		
REVIEWED BY:	Executive Director and Legal Counsel		
FISCAL IMPACT:	Total Cost - \$261,100		
ATTACHMENTS:	Garver Work Order No. 2		
STAFF CONTACT:	Angela Padalecki apadalecki@gairport.com Office: 970-248-8588		



WORK ORDER NO. 2
Grand Junction Regional Airport Authority
Grand Junction, Colorado
Project No. 23A25305

This WORK ORDER (“Work Order”) is made by and between the **Grand Junction Regional Airport Authority** (hereinafter referred to as “**Owner**”) and **Garver, LLC**, (hereinafter referred to as “**Garver**”) in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on January 18, 2023 (the “Agreement”).

Under this Work Order, the Owner intends to provide the following improvements to the **Terminal and Employee Parking Lot Construction Phase Services** project.

GARVER will provide professional services related to these improvements described herein.

SECTION 1 - SCOPE OF SERVICES

The scope of engineering services is described in Appendix A.

SECTION 2 – PAYMENT

For the Services set forth above, Owner will pay Garver as follows:

The table below presents a summary of the fee amounts and fee types for this Work Order.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Construction Administration	\$88,500.00	LUMP SUM
On-Site Resident Project Representative	\$126,800.00	HOURLY
Materials Testing	\$40,800.00	HOURLY
Grant Closeout	\$5,000.00	LUMP SUM
TOTAL FEE	\$261,100.00	

The lump sum amount to be paid under this Work Order is \$93,500.00. For informational purposes, a breakdown of Garver’s estimated costs is included in Appendix B.

Any unused portion of the fee, due to delays beyond Garver’s control, will be increased six percent (6%) annually with the first increase effective on or about July 1, 2023.

In addition, the Owner will pay Garver for On-Site Resident Project Representative and Materials Testing Services rendered at the rates shown in Appendix B for each classification of Garver’s personnel (may include contract staff classified at Garver’s discretion) during the performance of these Services, plus direct reimbursable expenses normal and necessary for the completion of the Services. Estimated cost of these Services, is \$167,600.00. The actual total fee may exceed this estimate. For informational purposes, a breakdown of Garver’s estimated cost is included herein with approximate current hourly rates for each employee classification. Notwithstanding the foregoing, Garver shall be entitled, in its sole discretion, to substitute a more qualified person (e.g., C-4) with a less qualified



person (e.g., C-1); provided however, in such event Garver shall not change more than the estimated cost of services.

Expenses other than salary costs that are directly attributable to performance of our Services will be billed as follows:

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.

Garver shall provide Owner notice when Garver is within ten percent (10%) of the not-to-exceed amount. In which event, Owner may direct Garver to proceed with the Services up to the not-to-exceed budgetary threshold before ceasing performance of the Services or increase the not-to-exceed amount with notice to Garver. Underruns in any phase may be used to offset overruns in another phase as long as the overall Work Order amount is not exceeded. In no event shall the not-to-exceed amount be interpreted as a guarantee the Services can be performed for the not-to-exceed budgetary threshold.

SECTION 3 – APPENDICES

3.1 The following Appendices are attached to and made a part of this Work Order:

3.1.1 Appendix A - Scope of Services

3.1.2 Appendix B – Fee Spreadsheet

This Work Order may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



The effective date of this Work Order shall be the last date written below.

GRAND JUNCTION REGIONAL
AIRPORT AUTHORITY

GARVER, LLC

By: _____
Signature

By: Colin Bible
Signature

Name: _____
Printed Name

Name: Colin Bible, PE
Printed Name

Title: _____

Title: Senior Project Manager

Date: _____

Date: 2/10/2023



**APPENDIX A
SCOPE OF SERVICES**



EXHIBIT A (SCOPE OF SERVICES)

Generally, the Scope of Services includes the following professional services for improvements to the Terminal Parking Lot and the Employee Parking Lot at the Grand Junction Regional Airport. Improvements will consist primarily of a parking lot expansion by converting the existing gravel parking area (adjacent to the paved parking lot) into an asphalt pavement parking area, as shown in Exhibit 1, and an employee parking lot covered with asphalt millings, located to the east of the Terminal Building, as shown in Exhibit 2. Garver will provide the following services:

- Construction Administration Services
- On-Site Resident Project Representative Services
- Materials Testing Services

1. CONSTRUCTION ADMINISTRATION SERVICES

1.1. During the construction phase of work, Garver will accomplish the tasks below.

1.2. Issued for Construction (IFC) Documents

1.2.1. Garver will compile bid addendums and any other necessary plan changes due to post-bid project updates and/or funding changes into a final Issued for Construction (IFC) set of plans and specifications.

1.3. Construction Management Plan

1.3.1. Garver will prepare a "Construction Management Plan". At a minimum, the plan shall list key construction personnel, qualifications of construction management personnel, and materials quality assurance information.

1.4. Submittals

1.4.1. Garver will evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems, or equipment will meet the performance criteria required by the Contract Documents.



1.5. Notice to Proceed & Preconstruction Meeting

1.5.1. Garver will issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting. Garver will provide meeting minutes for submission to all parties at the conclusion of the meeting.

1.6. Progress Meetings

1.6.1. As a minimum, Garver's Project Manager, Project Engineer, and Resident Project Representative (RPR) will attend weekly progress meetings with the Owner and Contractor. It is expected that 10 meetings will be held on-site and will include a virtual component. To the extent possible, progress meetings and visits to the site of the work should be scheduled to coincide with each new phase of construction and other times when Garver's presence is desirable. Garver's project engineer or their qualified representative will be available at all times work is in progress for telephone contact by the RPR. Garver's project engineer shall direct, supervise, advise, and counsel the Resident Project Representative and construction observation personnel in the accomplishment of Garver's duties. Garver will prepare for and attend any utility preconstruction meetings as required.

1.7. Owner Coordination

1.7.1. Garver will consult with and advise the Owner during the construction period. Garver will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop. In addition, Garver shall supply to Owner such periodic reports and information as may be required, including, Construction Progress and Inspection Report, or equivalent form to the Owner on a weekly basis.

1.8. RFIs

1.8.1. Garver will issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.

1.9. Progress Payments

1.9.1. Garver will prepare Contractor's progress payment requests based on the actual quantities of contract items completed and accepted and will make a recommendation to the Owner regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.

1.10. Record Drawings

1.10.1. Garver will maintain a set of working drawings and provide information for preparation of record drawings of the completed project. This information will be incorporated into final record drawings and will be provided to the Owner after project completion. Garver shall prepare a set of utility record drawings and prepare and furnish record drawings to local utilities as required.



1.11. Change Orders

1.11.1. When authorized by the Owner, Garver will prepare change orders or supplemental agreements for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.

1.12. Final Inspection

1.12.1. Garver will participate in a pre-final walkthrough with the Owner. Garver will also participate in a final project inspection with the Owner and Contractor, prepare a punch list, review final project closeout documents, and submit the final pay request.

2. ON-SITE RESIDENT PROJECT REPRESENTATIVE SERVICES

2.1. Garver will provide full time Resident Project Representative (RPR) services for the 80-calendar-day construction contract performance time. The proposed fee is based on approximately 60 hours per week during the construction contract performance time for the RPR, plus an additional 5 (5) days for weather and other delays beyond the Contractor's control. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay Garver an additional fee agreed to by the Owner and Garver. All RPR personnel shall have the appropriate experience and qualifications.

2.2. During the construction period, Garver's RPR will provide or accomplish the following:

- Consult with and advise the Owner during the construction period. Garver will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop.
- As necessary, conduct safety meetings with the Contractor.
- Coordinate with the firm providing construction materials quality assurance testing. Coordinate with this firm to ensure that all material tests required for construction are scheduled and accomplished in a manner that will not delay the Contractor unnecessarily and will meet specification requirements as to location and frequency.
- Perform intermediate inspections in advance of the final inspection.
- Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
- Maintain a project diary which will contain information pertinent to each site visit.
- Administer the "Construction Management Plan" prepared by Garver.
- Monitor the contractor's conformance to the approved construction safety and phasing plan.
- Prepare a Construction Materials Quality Control Summary. At a minimum, the summary shall include a list of all tests performed showing the date, location, pass or fail, and results of retests. The Summary will include a certification that all testing was completed in accordance with the "Construction Management Plan."

2.3. In performing construction observation services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver does not guarantee the performance of the Contractor(s), nor is Garver responsible for the actual supervision of construction operations. Garver does not guarantee the performance of the



contracts by the Contractors nor assume any duty to supervise safety procedures followed by any Contractor or subcontractor or their respective employees or by any other person at the job site. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

3. MATERIALS TESTING SERVICES

3.1. Through a Subconsultant, Garver shall provide the quality assurance testing for the project as required by the Plans and Specifications in accordance with the Owner's requirements.

4. PROJECT CLOSEOUT SERVICES

4.1. At the conclusion of construction, Garver will assist the Owner with project closeout by reviewing the final construction pay application, preparing a final reconciliation change order, preparing a summary of project costs, providing post construction photographs, providing all final testing and quality control reports, providing record drawings, and completing a construction closeout checklist.

5. PROJECT DELIVERABLES

5.1. The following deliverables will be submitted to the parties identified below. Unless otherwise noted below, all deliverables shall be electronic.

- Issued for Construction Plans and Specifications to the Owner and Contractor.
- Construction Management Plan to the Owner
- Approved submittals to the Contractor.
- Record Plans and Specifications to the Owner.
- Other electronic files as requested.

6. ADDITIONAL SERVICES

6.1. The following items are not included under this agreement but will be considered as additional services to be added under Amendment if requested by the Owner.

- Deliverables beyond those listed herein.
- Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
- Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
- SWMP for CDPHE Permit
- Services after construction, such as warranty follow-up, operations support, and Part 139 inspection support.

7. SCHEDULE

7.1. Garver shall begin work under this Agreement upon execution of this Agreement and shall complete the work within a mutually agreeable schedule with the Owner.



Exhibit 1

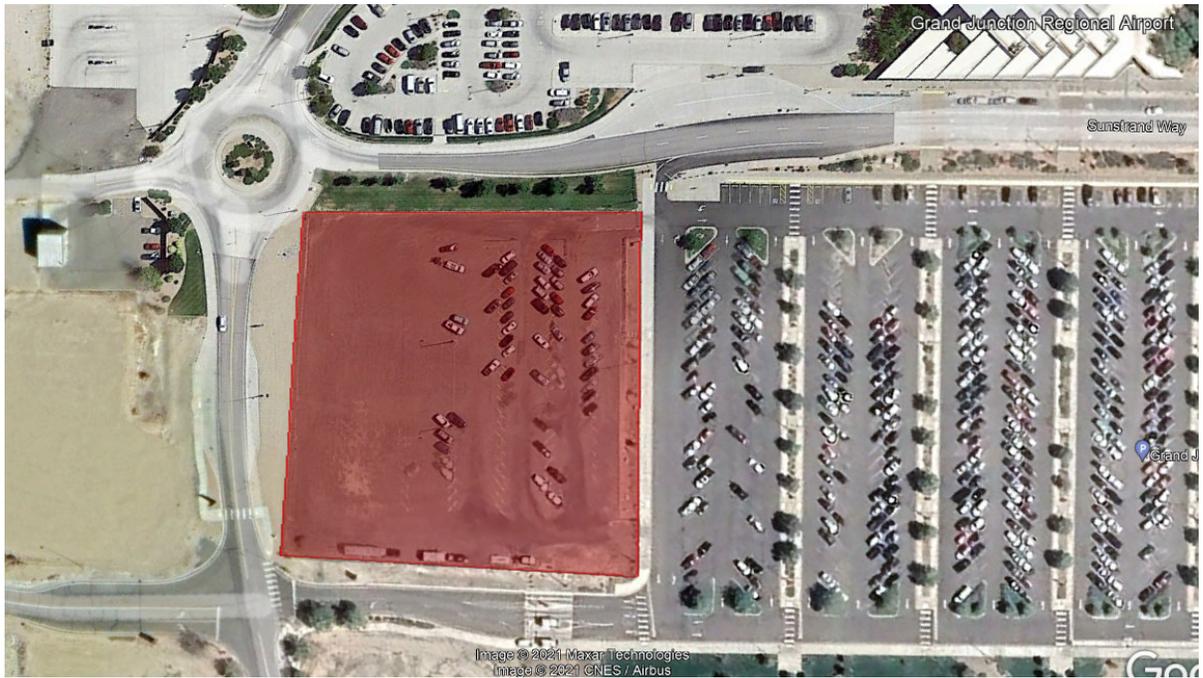
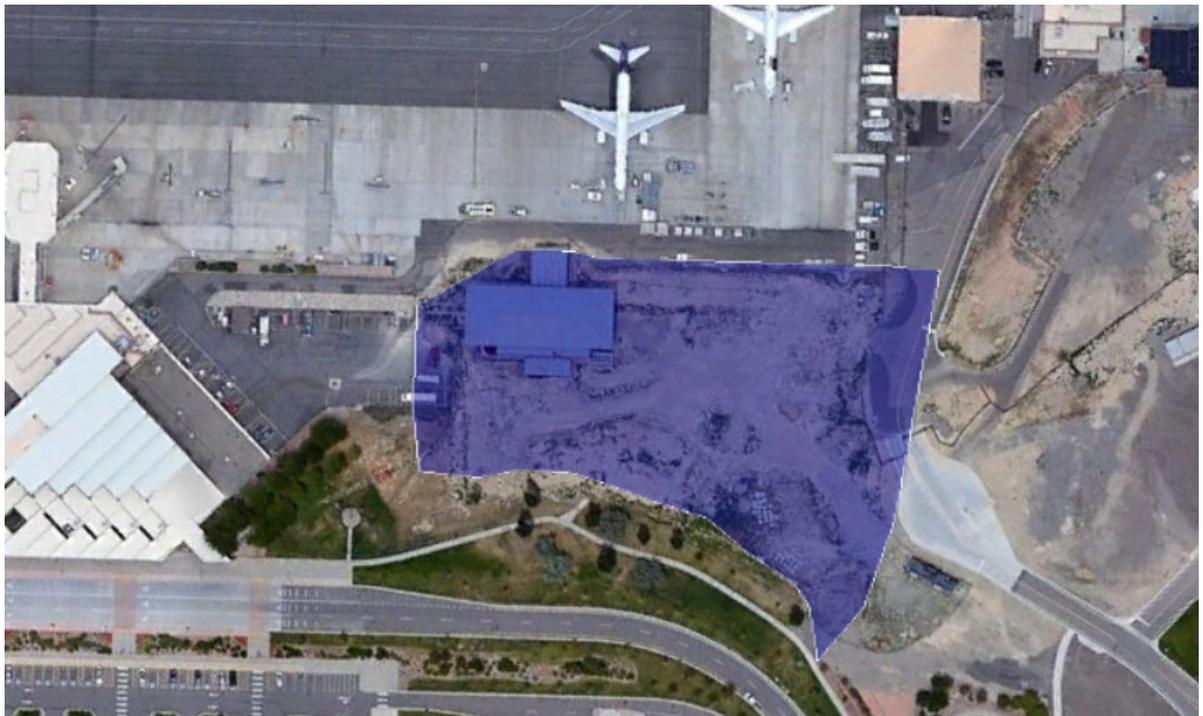


Exhibit 2





GARVER
APPENDIX B
FEE SPREADSHEET

Exhibit B

Grand Junction Regional Airport Terminal and Employee Parking Lot CPS

FEE SUMMARY

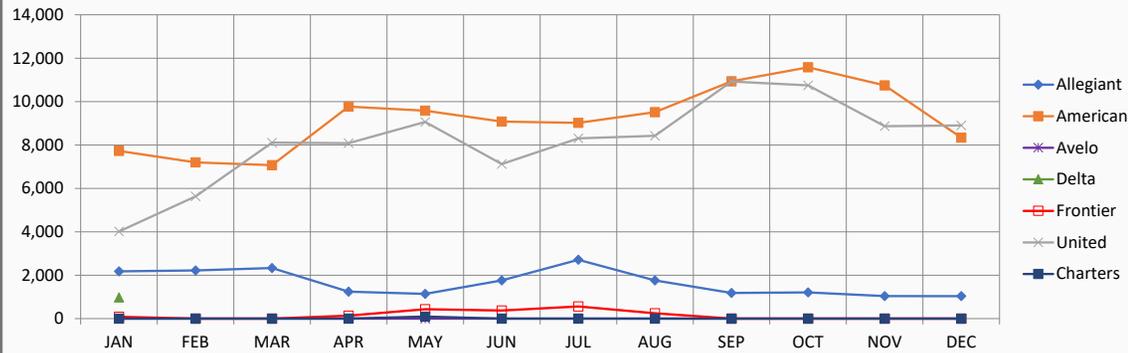
Title II Service		Estimated Fees	
Construction Administration	Lump Sum	\$	88,500.00
On-Site Resident Project	Hourly	\$	126,800.00
Materials Testing Services	Hourly	\$	40,800.00
Grant Closeout Services	Lump Sum	\$	5,000.00
Subtotal for Title II Service		\$	261,100.00



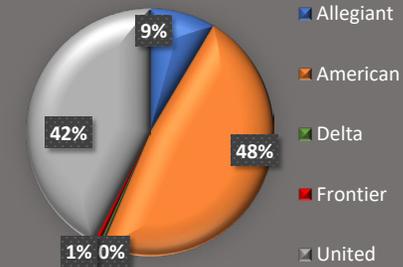
GRAND JUNCTION REGIONAL AIRPORT

December 2022
DATA & STATISTICS

Passenger Enplanements (Rev & Non-Rev only)



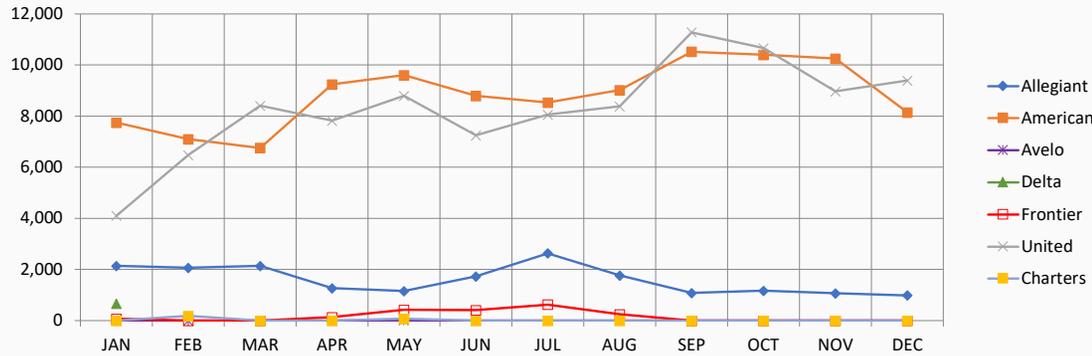
2022 YTD Market Share



2022	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Avelo (BUR)	Delta (SLC)	Frontier (DEN)	United (DEN)	Charters	Total	Annual Inc/Dec
JAN	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	1,034	8,335	0	0	0	8,904	0	18,273	↓ -10.9%
TOTAL	19,811	110,537	-	975	1,829	98,182	94	231,428	-10.7%
Market Share	8.56%	47.76%	0.00%	0.42%	0.79%	42.42%	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
TOTAL	20,365	109,974	4,506	42,596	6,358	75,194	200	259,193
Market Share	7.86%	42.43%	1.74%	16.43%	2.45%	29.01%	0.08%	100.00%

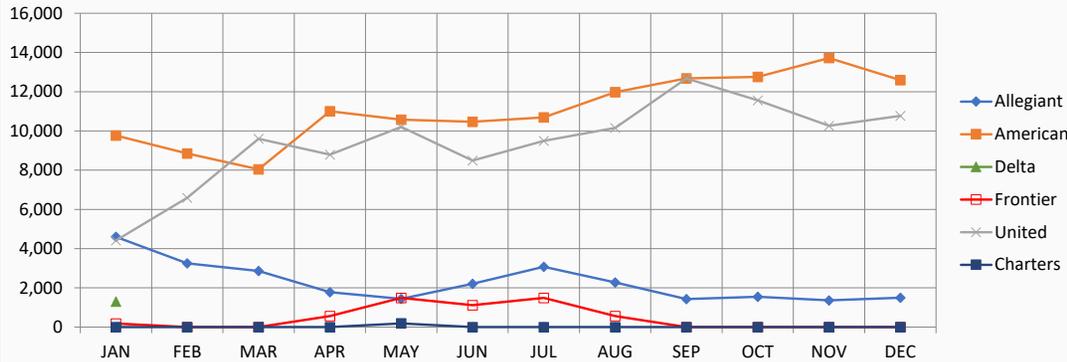
Passenger Deplanements



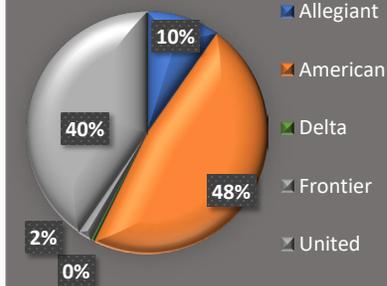
2022	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Avelo (BUR)	Delta (SLC)	Frontier (DEN)	United (DEN)	Charters	Total	Annual Inc/Dec
JAN	2,141	7,747	0	672	69	4,105	0	14,734	↑ 45.6%
FEB	2,066	7,099	0	0	0	6,473	181	15,819	↑ 16.1%
MAR	2,135	6,758	0	0	0	8,414	0	17,307	↑ 0.9%
APR	1,270	9,243	0	0	133	7,823	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	989	8,149	0	0	0	9,389	0	18,527	↓ -14.4%
TOTAL	19,197	106,136	-	672	1,898	99,605	248	227,756	-12.1%
Market Share	8.43%	46.60%	0.00%	0.30%	0.83%	43.73%	0.11%	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
TOTAL	19,713	108,440	4,516	42,394	6,508	77,096	311	258,978
Market Share	7.61%	41.87%	1.74%	16.37%	2.51%	29.77%	0.12%	100.00%

Capacity



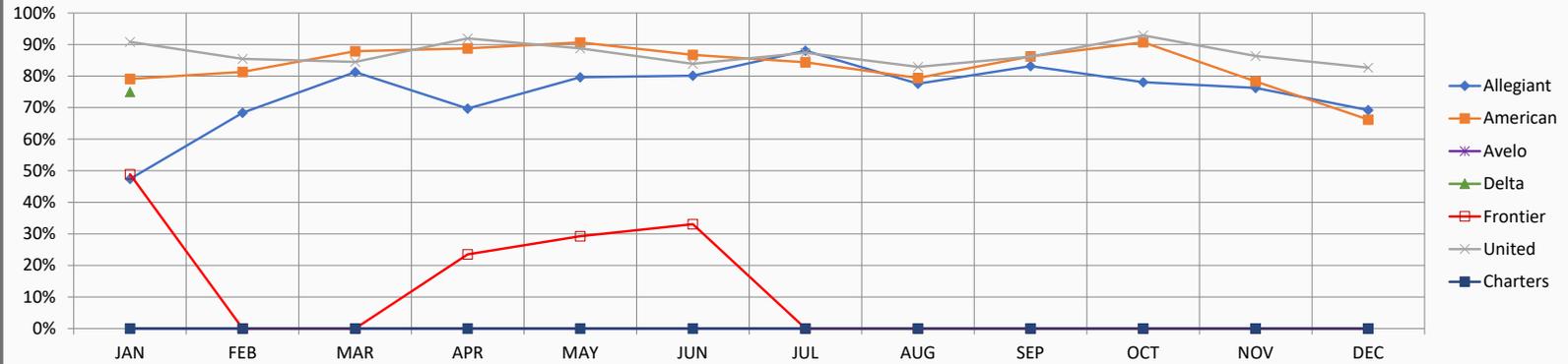
2022 YTD Market Share



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	1,494	12,587	0	0	0	10,770	0	24,851	↓ -3.1%
TOTAL	27,300	133,112	-	1,300	5,388	113,022	186	280,308	-20.1%
Market Share	9.74%	47.49%	0.00%	0.46%	0	40.32%	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
TOTAL	37,614	140,299	10,542	59,163	11,562	91,398	411	350,989
Market Share	10.72%	39.97%		16.86%		26.04%	0.12%	93.70%

Load Factor



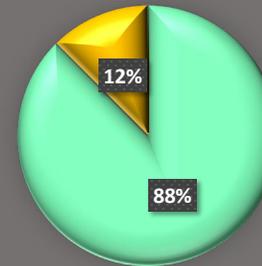
2022	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Avelo (BUR)	Delta (SLC)	Frontier (DEN)	United (DEN)	Charters	Total	Annual Inc/Dec
JAN	47%	79%	0%	75%	49%	91%	0%	74%	↑ 33%
FEB	68%	81%	0%	0%	0%	85%	0%	81%	↑ 32%
MAR	81%	88%	0%	0%	0%	84%	0%	85%	↑ 21%
APR	70%	89%	0%	0%	23%	92%	0%	87%	↑ 12%
MAY	80%	91%	0%	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	69%	66%	0%	0%	0%	83%	0%	74%	↓ -6%
TOTAL	73%	83%	0%	75%	34%	87%	51%	83%	11.8%

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%	33%	90%	0%	91%	100%	81%
JUN	58%	78%	44%	80%	31%	76%	0%	71%
JUL	68%	78%	51%	80%	38%	88%	0%	77%
AUG	55%	91%	39%	72%	87%	84%	0%	80%
SEP	63%	81%	0%	82%	67%	89%	0%	81%
OCT	68%	96%	0%	88%	63%	96%	0%	90%
NOV	62%	91%	0%	86%	50%	94%	0%	84%
DEC	73%	83%	0%	75%	35%	92%	0%	80%
TOTAL	54%	78%	43%	72%	0%	82%	49%	74%

2022 Enplaned and Deplaned Airfreight - Lbs

2022 Market Share

2022 YTD		↑ 2.46% ↓ -6.78%
Enplaned Freight	3,499,019	
Deplaned Freight	6,110,282	
2021 YTD		
Enplaned Freight	3,415,023	
Deplaned Freight	6,555,016	



- FedEx
- Key Lime
- American
- Delta
- United

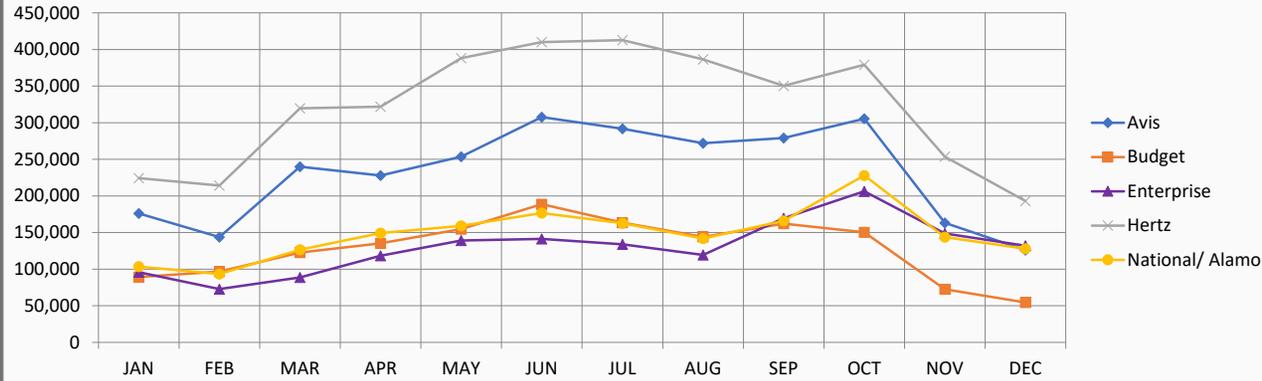
Enplaned	FedEx	Key Lime	American	Delta	United	Total	YTD Total	Annual Inc/Dec
JAN	281,971	21,922	-	466	4	304,363	304,363	↑ 14.8%
FEB	263,502	20,495	33	-	74	284,104	588,467	↑ 39.4%
MAR	313,274	14,118	81	-	471	327,944	916,411	↑ 15.8%
APR	253,910	12,538	-	-	351	266,799	1,183,210	↓ -1.1%
MAY	219,212	16,435	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	332,539	17,424	-	-	88	350,051	3,499,019	↓ -6.3%
TOTAL	3,307,486	186,823	2,002	466	2,242	3,499,019	3,499,019	↑ 4%
Market Share	94.53%	5.34%	0.06%	0.01%	0.06%	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	507,465	84,587	1,369	-	-	593,421	6,110,282	↓ -8.5%
TOTAL	5,107,816	990,714	8,228	47	3,477	6,110,282	6,110,282	↓ -2%
Market Share	83.59%	16.21%	0.13%	0.00%	0.06%	100.00%		

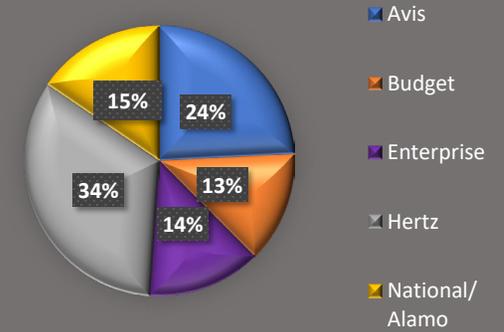
2022 Aircraft Operations

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	473	680	1,382	75	2,610	1,088	48	1,136	3,746
TOTAL	6,302	6,383	22,024	1,400	36,109	18,178	678	18,856	54,965
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	3,746	↓	-12.25%	
TOTAL	44,306	48,860	47,339	51,539	56,993	54,965			

2022 Rental Car Revenues



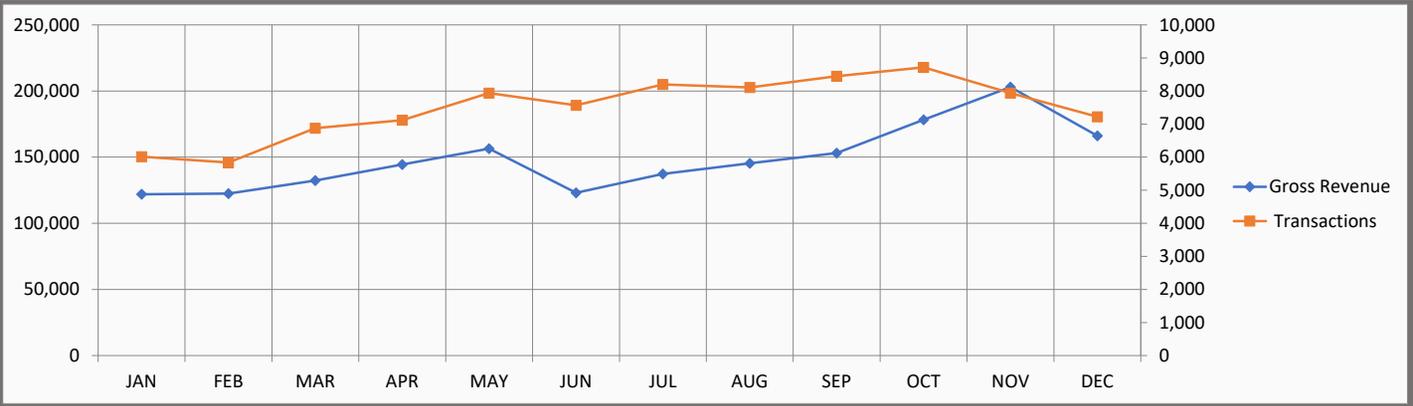
2022 Market Share



2022	Avis	Budget	Enterprise	Hertz	National/ Alamo	Total	YTD Total	Annual YTD Inc/Dec	
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	125,971	54,498	132,123	193,037	127,754	633,383	11,518,006	↓	-3.0%
TOTAL	2,786,439	1,534,525	1,566,164	3,852,949	1,777,929	11,518,006	11,518,006		
Market Share	24.19%	13.32%	13.60%	33.45%	15.44%	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
TOTAL	2,451,240	1,521,829	2,097,032	3,687,891	2,111,197	11,869,189	
Market Share	20.65%	12.82%	17.67%	31.07%	17.79%	100.00%	

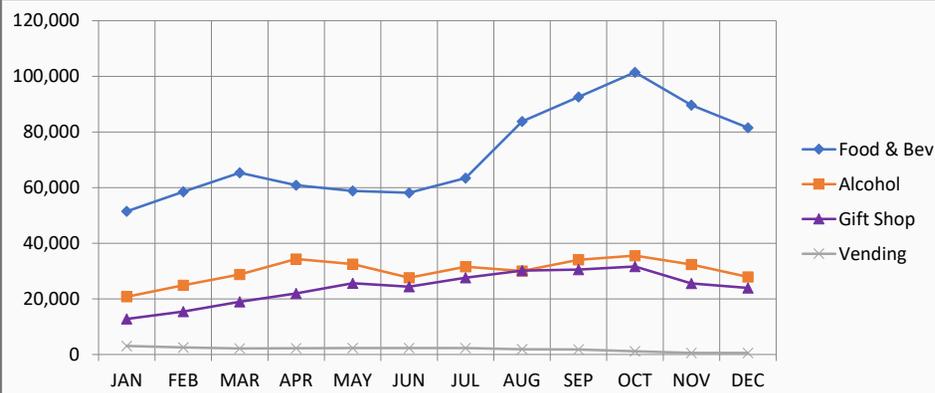
2022 Parking Revenues



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	166,129	7,221	1,783,696	89,983	\$ 23.01	↑ 28.2%
TOTAL	1,783,696	89,983	1,783,696	89,983	\$ 19.82	

2021	Gross Revenue	Transactions	YTD Gross Revenue	YTD Transactions	Revenue per Transaction
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
TOTAL	1,701,194	95,727	1,701,194	95,727	\$ 17.77

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	81,532	27,861	23,943	543	\$ 133,878	↓ -0.4%
TOTAL	865,567	360,134	288,467	22,886	1,537,054	-6%

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
TOTAL	924,812	366,728	312,477	22,700	1,626,717
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:

12/31/2022

	Month			Forecast Variance		Prior Year Variance		
	12/31/2022	12/31/2022	12/31/2021	Forecast \$ Var	Forecast % Var	PY \$ Var	PY % Var	
	2022 FORECAS'	Actual	PY Actual					
Operating revenue								
Aeronautical revenue								
Passenger airline revenue								
1	Passenger airline landing fees	36,537	46,815	47,148	10,278	28.13 %	(333)	(0.71) %
2	Terminal rent	93,333	97,828	98,443	4,495	4.82 %	(615)	(0.62) %
3	Other (boarding bridge)	1,551	3,330	1,318	1,779	114.70 %	2,012	152.66 %
	Total Passenger airline revenue	131,421	147,973	146,909	16,552	12.59 %	1,064	0.72 %
Non-passenger airline revenue								
4	Non-passenger landing fees	6,439	8,788	15,675	2,349	36.48 %	(6,887)	(43.94) %
5	Cargo and hangar rentals	4,658	4,904	4,616	246	5.28 %	288	6.24 %
6	Fuel tax	30,140	28,328	21,073	(1,812)	(6.01) %	7,255	34.43 %
7	Fuel Flowage Fees and Sales	51,705	38,934	56,170	(12,771)	(24.70) %	(17,236)	(30.69) %
8	Other (ramp parking, rapid refuel)	66	990	660	924	1,400.00 %	330	50.00 %
	Total Non-passenger airline revenue	93,008	81,944	98,194	(11,064)	(11.90) %	(16,250)	(16.55) %
	Total Aeronautical revenue	224,429	229,917	245,103	5,488	2.45 %	(15,186)	(6.20) %
Non-aeronautical revenue								
9	Land and building leases	49,885	51,706	48,723	1,821	3.65 %	2,983	6.12 %
10	Terminal - restaurant & retail	13,192	15,894	19,050	2,702	20.48 %	(3,156)	(16.57) %
11	Terminal - other	14,512	15,369	15,369	857	5.91 %	-	0.00 %
12	Rental cars	85,617	92,608	97,008	6,991	8.17 %	(4,400)	(4.54) %
13	Parking	90,899	145,616	139,564	54,717	60.20 %	6,052	4.34 %
14	Ground Transportation	2,945	5,800	4,906	2,855	96.94 %	894	18.22 %
15	Other (advertising, security fee, vending, etc)	4,252	3,921	19,693	(331)	(7.78) %	(15,772)	(80.09) %
	Total Non-aeronautical revenue	261,302	330,914	344,313	69,612	26.64 %	(13,399)	(3.89) %
	Total Operating revenues	485,731	560,831	589,416	75,100	15.46 %	(28,585)	(4.85) %

Grand Junction Regional Airport Authority

Statements of Changes in Net Position

Unaudited - subject to change

As of Date:

12/31/2022

	12/31/2022	12/31/2019	Variance to 2019	
	Actual	Actual	\$ Var	% Var
Operating revenue				
Aeronautical revenue				
Passenger airline revenue				
1	Passenger airline landing fees	46,815	60,239	(13,424) (22.28) %
2	Terminal rent	97,828	98,874	(1,046) (1.06) %
3	Other (boarding bridge)	3,330	13,544	(10,214) (75.41) %
	Total Passenger airline revenue	147,973	172,657	(24,684) (14.30) %
Non-passenger airline revenue				
4	Non-passenger landing fees	8,788	10,771	(1,983) (18.41) %
5	Cargo and hangar rentals	4,904	4,483	421 9.39 %
6	Fuel tax	28,328	18,668	9,660 51.75 %
7	Fuel Flowage Fees and Sales	38,934	40,685	(1,751) (4.30) %
8	Other (ramp parking, rapid refuel)	990	630	360 57.14 %
	Total Non-passenger airline revenue	81,944	75,237	6,707 8.91 %
	Total Aeronautical revenue	229,917	247,894	(17,977) (7.25) %
Non-aeronautical revenue				
9	Land and building leases	51,706	61,303	(9,597) (15.66) %
10	Terminal - restaurant & retail	15,894	17,720	(1,826) (10.30) %
11	Terminal - other	15,369	15,041	328 2.18 %
12	Rental cars	92,608	97,344	(4,736) (4.87) %
13	Parking	145,616	165,229	(19,613) (11.87) %
14	Ground Transportation	5,800	6,423	(623) (9.70) %
15	Other (advertising, security fee, vending, etc)	3,921	(3,811)	7,732 (202.89) %
	Total Non-aeronautical revenue	330,914	359,249	(28,335) (7.89) %
	Total Operating revenues	560,831	607,143	(46,312) (7.63) %

Variance Explanations - December 2022 Revenue Compared to Forecast - Preliminary Financial Statements

	Dec-22	Dec-22	Dec-21	Forecast Variance	PY Variance		
	Forecast	Actual	Actual				
Capacity	23,019	24,851	25,638	1,832	8%	(787)	-3%
Passenger Landed Weight	19,729,117	25,169,287	26,046,850	5,440,170	28%	(877,563)	-3%
Enplanements	19,222	18,273	20,510	(949)	-5%	(2,237)	-11%
Load Factor	84%	74%	80%		-10%		-6%

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 forecast to actual variance of more than 5% and where the revenue account makes up at least 5% of the monthly forecasted operating revenue for December (\$24,000).

Operating Revenues:

- 1 **Passenger airline landing fees** - December passenger landing fees exceeded forecast due to more passenger aircraft landings and larger aircraft than expected.
- 6 **Fuel tax revenue** – Fuel tax revenues are typically on a two month lag. Payments and revenue recognized in December should be related to October fuel activity. This was lower than forecasted due to lower fuel prices and less activity during the fire season than anticipated.
- 7 **Fuel flowage fees and fuel sales** – Fuel flowage fees are collected from non-commercial fueling at the airport and therefore are driven by GA operations. This revenue was lower than forecasted due to less military operations and fewer diversions than forecasted.
- 12 **Rental Cars** - Rental car revenue exceeded forecast due to higher revenue per rental transaction than forecasted.
- 13 **Parking** - Parking revenue exceeded forecast due to an increase in the parking rates and the fee structure modifications implemented November 1, 2022, the timing of holidays putting more holiday travel in December versus January compared to average, and a longer average length of stay.

Grand Junction Regional Airport Authority

Statements of Changes in Net Position

Unaudited - subject to change

		Year to Date			Forecast Variance		Prior Year Variance	
		12/31/2022	12/31/2022	12/31/2021				
		Forecast	Actual	PY Actual	Forecast \$ Remaining	Forecast % Remaining	PY \$ Var	PY % Var
Operating revenue								
Aeronautical revenue								
Passenger airline revenue								
1	Passenger airline landing fees	\$ 506,000	\$ 548,540	\$ 638,817	\$ 42,540	8.41 %	\$ (90,277)	(14.13) %
2	Terminal rent	1,180,000	1,174,076	1,177,019	(5,924)	(0.50) %	(2,943)	(0.25) %
3	Other (boarding bridge)	25,000	30,030	24,699	5,030	20.12 %	5,331	21.58 %
	<i>Total Passenger airline revenue</i>	<u>1,711,000</u>	<u>1,752,646</u>	<u>1,840,535</u>	<u>41,646</u>	<u>2.43 %</u>	<u>(87,889)</u>	<u>(4.78) %</u>
Non-passenger airline revenue								
4	Non-passenger landing fees	108,000	119,439	155,642	11,439	10.59 %	(36,203)	(23.26) %
5	Cargo and hangar rentals	57,000	57,980	55,228	980	1.72 %	2,752	4.98 %
6	Fuel tax	384,000	386,436	214,606	2,436	0.63 %	171,830	80.07 %
7	Fuel Flowage Fees and Sales	505,000	458,134	499,209	(46,866)	(9.28) %	(41,075)	(8.23) %
8	Other (ramp parking, rapid refuel)	9,000	13,920	10,740	4,920	54.67 %	3,180	29.61 %
	<i>Total Non-passenger airline revenue</i>	<u>1,063,000</u>	<u>1,035,909</u>	<u>935,425</u>	<u>(27,091)</u>	<u>(2.55) %</u>	<u>100,484</u>	<u>10.74 %</u>
	<i>Total Aeronautical revenue</i>	<u>2,774,000</u>	<u>2,788,555</u>	<u>2,775,960</u>	<u>14,555</u>	<u>0.52 %</u>	<u>12,595</u>	<u>0.45 %</u>
Non-aeronautical revenue								
9	Land and building leases	624,000	631,532	604,274	7,532	1.21 %	27,258	4.51 %
10	Terminal - restaurant & retail	160,000	172,499	173,030	12,499	7.81 %	(531)	(0.31) %
11	Terminal - other	181,000	184,428	183,795	3,428	1.89 %	633	0.34 %
12	Rental cars	1,375,000	1,538,529	1,528,350	163,529	11.89 %	10,179	0.67 %
13	Parking	1,258,000	1,512,887	1,446,058	254,887	20.26 %	66,829	4.62 %
14	Ground Transportation	48,000	58,460	56,044	10,460	21.79 %	2,416	4.31 %
15	Other (advertising, security fee, etc.)	43,000	59,118	80,677	16,118	37.48 %	(21,559)	(26.72) %
	<i>Total Non-aeronautical revenue</i>	<u>3,689,000</u>	<u>4,157,453</u>	<u>4,072,228</u>	<u>468,453</u>	<u>12.70 %</u>	<u>85,225</u>	<u>2.09 %</u>
	Total Operating Revenues	\$ 6,463,000	\$ 6,946,008	\$ 6,848,188	\$ 483,008	7.47 %	\$ 97,820	1.43 %

Grand Junction Regional Airport Authority

Statements of Changes in Net Position

Unaudited - subject to change

		12/31/2022		12/31/2019		Variance to 2019	
		Actual	Actual	\$ Var	% Var		
Operating revenue							
Aeronautical revenue							
Passenger airline revenue							
1	Passenger airline landing fees	\$ 548,540	\$ 632,143	\$ (83,603)	(13.23) %		
2	Terminal rent	1,174,076	1,183,776	(9,700)	(0.82) %		
3	Other (boarding bridge)	30,030	128,215	(98,185)	(76.58) %		
	<i>Total Passenger airline revenue</i>	<u>1,752,646</u>	<u>1,944,134</u>	<u>(191,488)</u>	<u>(9.85) %</u>		
Non-passenger airline revenue							
4	Non-passenger landing fees	119,439	102,453	16,986	16.58 %		
5	Cargo and hangar rentals	57,980	53,466	4,514	8.44 %		
6	Fuel tax	386,436	210,629	175,807	83.47 %		
7	Fuel Flowage Fees and Sales	458,134	541,482	(83,348)	(15.39) %		
8	Other (ramp parking, rapid refuel)	13,920	9,780	4,140	42.33 %		
	<i>Total Non-passenger airline revenue</i>	<u>1,035,909</u>	<u>917,810</u>	<u>118,099</u>	<u>12.87 %</u>		
	<i>Total Aeronautical revenue</i>	<u>2,788,555</u>	<u>2,861,944</u>	<u>(73,389)</u>	<u>(2.56) %</u>		
Non-aeronautical revenue							
9	Land and building leases	631,532	601,551	29,981	4.98 %		
10	Terminal - restaurant & retail	172,499	170,590	1,909	1.12 %		
11	Terminal - other	184,428	180,686	3,742	2.07 %		
12	Rental cars	1,538,529	1,306,055	232,474	17.80 %		
13	Parking	1,512,887	1,589,435	(76,548)	(4.82) %		
14	Ground Transportation	58,460	74,121	(15,661)	(21.13) %		
15	Other (advertising, security fee, etc.)	59,118	79,530	(20,412)	(25.67) %		
	<i>Total Non-aeronautical revenue</i>	<u>4,157,453</u>	<u>4,001,968</u>	<u>155,485</u>	<u>3.89 %</u>		
	<i>Total Operating Revenues</i>	<u>\$ 6,946,008</u>	<u>\$ 6,863,912</u>	<u>\$ 82,096</u>	<u>1.20 %</u>		

Grand Junction Regional Airport Authority

Statements of Changes in Net Position

Unaudited - subject to change

	Year to Date			Forecast Variance		Prior Year Variance	
	12/31/2022	12/31/2022	12/31/2021	Forecast \$	Forecast %	PY \$ Var	PY % Var
	Forecast	Actual	PY Actual	Variance	Variance		
Operating expenses							
16 Personnel compensation and benefits	\$ 2,669,550	\$ 2,465,870	\$ 2,267,005	(203,680)	(7.63) %	198,865	8.77 %
17 Communications and utilities	402,000	386,693	347,665	(15,307)	(3.81) %	39,028	11.23 %
18 Supplies and materials	646,000	577,692	481,110	(68,308)	(10.57) %	96,582	20.07 %
19 Contract services	737,000	613,364	662,619	(123,636)	(16.78) %	(49,255)	(7.43) %
20 Repairs & maintenance	410,000	436,895	905,426	26,895	6.56 %	(468,531)	(51.75) %
21 Insurance	140,000	137,799	133,707	(2,201)	(1.57) %	4,092	3.06 %
22 Training, Travel, & Air Service Development	177,000	117,702	115,811	(59,298)	(33.50) %	1,891	1.63 %
23 Other Expense (marketing, professional dues, e	105,000	56,036	157,082	(48,964)	(46.63) %	(101,046)	(64.33) %
24 Contingency Expense	100,000	-	-	(100,000)	(100.00) %	-	0.00 %
<i>Total Operating expenses</i>	<i>5,386,550</i>	<i>4,792,051</i>	<i>5,070,425</i>	<i>(594,499)</i>	<i>(11.04) %</i>	<i>(278,374)</i>	<i>(5.49) %</i>
Non-operating revenue (expenses)							
25 Passenger facility charges	936,000	886,003	1,048,647	(49,997)	(5.34) %	(162,644)	(15.51) %
26 Interest income	33,000	63,170	33,131	30,170	91.42 %	30,039	90.67 %
27 Interest expense	(740,000)	(736,432)	(576,577)	3,568	0.48 %	(159,855)	27.72 %
28 Customer facility charges	579,000	652,924	689,784	73,924	12.77 %	(36,860)	(5.34) %
29 Capital contributions	11,033,537	7,040,890	19,299,321	(3,992,647)	(36.19) %	(12,258,431)	(63.52) %
29 Capital expenditures	(13,347,369)	(7,734,036)	(20,914,195)	5,613,333	42.06 %	13,180,159	(63.02) %
30 Non-Capital Contributions	3,100,606	3,380,556	4,193,938	279,950	9.03 %	(813,382)	(19.39) %
31 Debt principal payments	(765,000)	(765,000)	(735,000)	-	0.00 %	(30,000)	4.08 %
32 Other	-	20,000	725	(20,000)	0.00 %	19,275	2,658.62 %
<i>Total Non-operating revenue (expenses)</i>	<i>829,774</i>	<i>2,808,075</i>	<i>3,039,774</i>	<i>1,978,301</i>	<i>(238.41) %</i>	<i>(231,699)</i>	<i>7.62 %</i>
Excess of revenue over (under) expense	\$ 1,906,224	\$ 4,962,032	\$ 4,817,537	3,055,808	(160.31) %	144,495	(3.00) %

Grand Junction Regional Airport Authority Statements of Changes in Net Position

Unaudited - subject to change

		12/31/2022		12/31/2019		Variance to 2019	
		Actual	Actual	Actual	Actual	\$ Var	% Var
Operating expenses							
16	Personnel compensation and benefits	\$ 2,465,870	\$ 1,894,114			571,756	30.19 %
17	Communications and utilities	386,693	308,906			77,787	25.18 %
18	Supplies and materials	577,692	574,645			3,047	0.53 %
19	Contract services	613,364	601,888			11,476	1.91 %
20	Repairs & maintenance	436,895	584,484			(147,589)	(25.25) %
21	Insurance	137,799	108,989			28,810	26.43 %
22	Training, Travel, & Air Service Development	117,702	177,947			(60,245)	(33.86) %
23	Other Expense (marketing, professional dues, etc)	56,036	101,648			(45,612)	(44.87) %
24	Contingency Expense	-	3,596			(3,596)	0.00 %
	<i>Total Operating expenses</i>	<u>4,792,051</u>	<u>4,356,217</u>			<u>435,834</u>	<u>10.00 %</u>
Non-operating revenue (expenses)							
25	Passenger facility charges	886,003	1,050,179			(164,176)	(15.63) %
26	Interest income	63,170	225,138			(161,968)	(71.94) %
27	Interest expense	(736,432)	(619,600)			(116,832)	(18.86) %
28	Customer facility charges	652,924	741,144			(88,220)	(11.90) %
29	Capital contributions	7,040,890	6,004,321			1,036,569	17.26 %
29	Capital expenditures	(7,734,036)	(11,169,519)			3,435,483	(30.76) %
	Non-Capital Contributions	3,380,556	-			3,380,556	0.00 %
30	Debt principal payments	(765,000)	-			(765,000)	0.00 %
31	Other	20,000	(4,076,504)			4,096,504	(100.49) %
	<i>Total Non-operating revenue (expenses)</i>	<u>2,808,075</u>	<u>(7,844,841)</u>			<u>10,652,916</u>	<u>135.80 %</u>
	Excess of revenue over (under) expense	\$ 4,962,032	\$ (5,337,146)			10,299,178	192.97 %

Variance Explanations - December 31, 2022 Preliminary Financial Statements

Below are variance explanations for revenue and expense accounts where 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 \$323,000 for revenue and \$347,000 for all non-capital expenses and non-operating revenues.

	YTD December- 22 Forecast	YTD December- 22 Actual	YTD December- 21 Actual	Forecast Variance		PY Variance	
Seat Capacity	275,826	280,252	350,578	4,426	2%	(70,326)	-20%
Passenger Landed Weight	273,719,624	295,840,867	353,087,529	22,121,243	8%	(57,246,662)	-16%
Enplanements	228,841	232,977	262,240	4,136	2%	(29,263)	-11%
Load Factor	83%	83%	75%	0%		8%	

Operating Revenues: Operating revenues were \$483K (7.47%) ahead of forecast through December 2022. This was due to higher than expected traffic and higher than expected per passenger spending in both rental cars and parking, which caused non-aeronautical revenues to exceed forecast by 12.7%.

- 1 **Passenger airline landing fees** - This exceeded forecast due to increased passenger aircraft landings and larger aircraft.
- 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. This revenue was lower than forecasted due to less military and fire fighting activity than anticipated.
- 12 **Rental Cars** - Rental car revenue was higher than forecasted due to more passenger traffic than anticipated and higher revenue per transaction.
- 13 **Parking** - Parking revenue was higher than forecasted because of increases in parking rates, changes to the fee structure, longer average parking stays, and increased passenger traffic.

Operating Expenses: Total Operating Expenses through December 2022 were \$594K below forecast due to underspending in every category apart from Repairs and Maintenance.

- 16 **Personnel Compensation & Benefits** – Expenses were below forecast due to higher than anticipated vacancy rates.
 - 18 **Supplies & Materials** – These expenses were below forecast due to lower than anticipated fuel prices and tools and equipment expenditures.
 - 19 **Contract Services** – The under forecast of these expenditures is due to higher than expected AIP eligibility for Planning and Engineering services and fewer expenditures in legal services than planned.
 - 20 **Repairs & Maintenance** – These expenditures were higher than forecasted due to some unexpected, necessary equipment repairs.
- Non-Operating Revenues and Expenses:**
- 25 **PFC Revenue** – We are not confident in cause of this variance and will continue to investigate it.
 - 28 **CFC Revenue** – This revenue was higher than forecasted due to more transactions, longer rental periods, and higher passenger traffic than anticipated.
 - 29 **Capital Contributions & Expenditures** – The differences to forecasted amounts in these accounts were attributed to construction activity. The construction work completed was less than forecasted for 2022. These expenditures are largely driven by the phase of construction to be completed in the reporting period.
 - 30 **Non-Capital Contributions** – The difference between actual and forecasted amounts were due to the full draw down of ARPA grant funds. The forecast estimate was conservative due to a developing understanding of ARPA grant eligibility. Once eligibility was fully determined, the full amount of the grant was drawn in 2022.

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

	Month Ending 12/31/2022	Month Ending 11/30/2022	Variance
Assets			
Current Assets			
	\$ 16,089,793	\$ 17,883,229	\$ (1,793,436)
	2,433,959	2,276,313	157,646
1	<i>Total Cash and Cash Equivalents</i>	20,159,542	(1,635,790)
Accounts Receivable			
	4,352,607	1,370,292	2,982,314
	6,848,918	5,906,751	942,167
2	<i>Total Accounts Receivable, Net</i>	7,277,043	3,924,482
3	Prepaid Expenses	82,857	(3,735)
	<i>Total Current Assets</i>	29,808,133	2,284,957
Non-Current Assets			
Capital Assets			
	31,780,573	31,780,573	-
	52,669,554	53,079,045	(409,491)
4	<i>Total Capital Assets, Net</i>	84,859,617	(409,491)
5	Bond Project Fund	421,168	1,605
	<i>Total Non-Current Assets</i>	85,279,180	(407,885)
	Total Assets	112,802,356	1,877,072
6	Deferred Outflows of Resources - Pension Plan	625,066	-
Liabilities			
Current Liabilities			
7	Accounts Payable - Ops	234,845	(209,344)
7	Accounts Payable - Capital	1,855,008	(773,838)
8	Accrued Expenses	222,480	(54,043)
9	Lease Deposits	151,054	-
10	Deferred Revenue	25,067	-
11	Current portion of capital lease and bonds payable	232,326	58,988
	<i>Total Current Liabilities</i>	3,699,017	(978,237)
Long Term Liabilities			
	16,302,711	16,302,711	-
	344,667	346,756	(2,089)
	1,395,594	1,395,594	-
12	<i>Total Long Term Liabilities</i>	18,045,061	(2,089)
	<i>Total Liabilities</i>	21,744,077	(980,326)
13	Deferred Inflows of Resources - Pension Plan	1,425,215	-
	Total Net Position	\$ 93,115,528	\$ 90,258,130
		\$ 2,857,398	

Variance Explanations - December 2022 Statement of Financial Position

Assets: Total Assets increased by \$1.877M from November 2022 to December 2022 which was primarily due to the grant reimbursement and capital accounts receivable cycles.

- 1 **Cash** – The total cash balance decreased by \$1.636M from November 2022. This decrease is due to the reimbursement interval from paying construction vendors and getting reimbursed for eligible construction expenditures from grant awards.
- 2 **Accounts Receivable** – The total net receivables balance increased by \$3.924M from November 2022 to December 2022. Accounts receivable includes both operating receivables and capital receivables from grants. The majority of the increase (\$2.982M) in receivables is attributable to operating receivables related to reimbursement of operating expenditures through the ARPA grant. Capital receivables increased (\$0.942M) as expected as the AIP construction season continued. We expect these balances to be collected in Q1 2023 and increase our cash position.
- 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 represent accounting estimates and non-cash transactions. These amounts will only change once per year when the calculation is updated.

Liabilities: Total Liabilities decreased \$0.980M from November 2022 to December 2022 due to the payment of vendors associated with the airfield projects and operations.

- 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 Paid Time Off (approximately \$180,000) and payroll accruals to 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.

GJRAA - Breakdown of Capital Expenditure Costs Year-to-Date through December 31, 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	703,137	703,137	-
AIP 72	Taxiway A and RWY 11-29 Construction	3,246,142	3,246,142	-
AIP 75	Runway Design -Schedule 4-7 Utility Infrastructure	1,452,745	1,307,470	145,275
AIP 76	RWY 11-29 Construction Schedule 4	1,683,389	1,515,050	168,339
CDOT	RWY 4-22 Rehab Design	206,775	146,854	59,921
Total Grant Projects		\$ 7,414,425	\$ 7,040,889	\$ 373,536

* While we do anticipate an AIP grant to be issued and 90% of the project costs to be funded, because the grant has not yet been awarded, no grant revenue has been recognized yet.

2022 NON-AIP CAPITAL EXPENDITURES INCURRED

Project Description	2022 Costs Incurred
Employee Parking Lot Expansion	111,168
Taxilane C1A Rehabilitation Design	91,334
2004 International Snow Plow	70,920
2022 Eagle Drive Landscaping -East	28,463
Terminal Signage Project	10,350
Parking booth exit storage shed	4,525
Terminal Improvements - Non-Rental Car	2,851
Total Non-AIP Projects	\$ 319,611
Total Capital Expenditures YTD \$ 7,734,036	