

GRAND JUNCTION REGIONAL AIRPORT



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

SPECIAL BOARD MEETING PACKET

March 1, 2022

Grand Junction Regional Airport Authority



Date: March 1, 2022

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/87267843492?pwd=bXhsalFjSXdrb2IHWENQS2U1d0R5Zz09>

Time: 5:15 PM

SPECIAL BOARD MEETING AGENDA

- I. Call to Order**
- II. Approval of Agenda**
- III. Commissioner Comments**
- IV. 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.

V. Action

- A. Reimbursable Agreement with the Federal Aviation Administration (FAA) for Temporary Navigational Aid Design and Construction associated with the Runway 12/30 Relocation Project _____ 1
 - Approve Agreement AJW-FN-WSA-22-NM-005067 in the amount of \$538,630.26 with the FAA to design and temporarily relocate navigational aids and authorize the Executive Director to sign the Agreement.

- VI. Discussion**
 - A. Leakage Study Presentation – Harrison Earl, CMT
 - B. Discuss Draft 2022 Airport Goals
- VII. Executive Session**
 - A. Executive session pursuant to CRS Section 24-6-402(4)(f) to discuss personnel matters. More specifically to discuss the Executive Director’s annual review and terms of her employment contract.
- VIII. Any other business which may come before the Board**
- IX. Adjournment**

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Reimbursable Agreement with the Federal Aviation Administration (FAA) for Temporary Navigational Aid Design and Construction associated with the Runway 12/30 Relocation Project
PURPOSE:	Information <input type="checkbox"/> Guidance <input type="checkbox"/> Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Approve Agreement AJW-FN-WSA-22-NM-005067 in the amount of \$538,630.26 with the FAA to design and temporarily relocate navigational aids and authorize the Executive Director to sign the Agreement.
SUMMARY:	<p>The purpose of this agreement is to provide a contract by which GJRAA will pay FAA to support installation of temporary navigational aids as part of the Runway 12/30 Relocation Project. Because navigational aids are owned and maintained by the FAA, FAA personnel will provide engineering design and oversight and will install the temporary navigational aids.</p> <p>The work to be performed under this contract is eligible to be funded with an Airport Improvement Program grant. GJRAA has applied for grant funding and expects that the FAA will pay for 90% of this project. GJRAA staff and engineering consultants recommend approving the agreement in advance of the AIP grant funding because the design and relocation of the navigational aids is critical to keep the runway replacement program on schedule.</p>
REVIEWED BY:	Executive Director, Legal Counsel, and CIP Manager – Colin Bible
FISCAL IMPACT:	Total Cost of Agreement - \$538,630.26 <u>Anticipated Funding Sources:</u> Anticipated Federal AIP Grant - \$ 484,767.00 GJRAA Local Funding - \$ 53,863.26 (budgeted funds)
ATTACHMENTS:	Non-Federal Reimbursable Agreement # AJW-FN-WSA-22-NM-005067
STAFF CONTACT:	Sarah Menge smenge@gjairport.com , Office: 970-248-8581

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

AND

**GRAND JUNCTION REGIONAL AIRPORT AUTHORITY
GRAND JUNCTION, COLORADO**

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the **Grand Junction Regional Airport Authority** (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

NOW THEREFORE, the FAA and the Sponsor mutually agree as follows:

ARTICLE 1. Parties

The Parties to this Agreement are the FAA and **Grand Junction Regional Airport Authority**.

ARTICLE 2. Type of Agreement

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

ARTICLE 3. Scope

- A. The purpose of this Agreement between the FAA and the Sponsor is to provide design for the temporary relocation of the FAA Glide Slope (GS) tower and shelter and for the conversion of the existing Medium Intensity Approach Lighting System with Runway Alignment Indicator Lights (MALSR) to Medium Intensity Approach Lighting System with Sequenced Flashing Lights (MALSF) in support of the future relocation of RWY 11/29. This Agreement provides funding for the FAA to establish these services. Therefore, this Agreement is titled:

**Grand Junction, CO (GJT) – Design Support and Construction for RWY 11/29
Relocation**

B. The FAA will perform the following activities:

1. Provide the necessary engineering support to review the airport project drawings for design coordination.
2. Provide preliminary requirements including site locations, commercial power, telecommunications/FAA telecommunications infrastructure (FTI), shelters, and grading to support the Sponsor's planning activities.
3. Provide to the Sponsor any requirements and/or recommendations related to FAA facilities impacted by the Sponsor's project.
4. Attend meetings and perform site visits in support of reimbursable agreement program management.
5. Provide cost estimate for completed site studies.
6. Provide preliminary Rough Order of Magnitude (ROM) estimates for construction and installation of FAA facilities as required.
7. Provide engineering design for affected FAA facilities under selected alternative for preliminary engineering.
8. Participate in project progress and coordination meetings.
9. Perform the engineering design work, including new siting and layout, necessary for the relocation of the FAA RWY 11 GS and MALSR/MALSF serving RWY 11.
10. Prepare GS shelter/tower for transport such as bracing equipment and removing and storing exterior antennas.
11. Provide Resident Engineering services for construction activities and electronic installation of all facilities.
12. Electronic installation related to GS facilities to include the following: mounting of GS antennas onto relocated tower; installation of RF cabling; tuning and calibrating of GS system.
13. Electronic modification related to MALSR to MALSF conversion: removal of trigger wires associated with existing flashers to be removed.
14. Provide monitoring for Localizer (LOC)/GS with either wireless or wired connection.
15. Procure the following materials for RWY 11 MALSR to MALSF conversion: semi flush lights, ICCs (if needed), isolation transformers, Amerace fittings, and in ground light cans.

16. Remove Runway Visual Range (RVR) system from foundation on airfield and provide to the System Support Center (SSC) for further instruction.
17. Initiate, coordinate and terminate all outages of FAA impacted facilities, including NOTAMS.
18. Order and coordinate a flight inspection of GS and MALSF.
19. Ensure the systems are operational and in compliance with FAA standards, conduct the required flight inspections, complete all documentation for the facility publications, to facilitate the transfer of equipment over to the local FAA offices for operations and maintenance (includes both acceptance inspections).

C. The Sponsor will perform the following activities:

1. Provide the FAA Point of Contact (POC) identified by this document with plans and specifications for the project. This includes electronic drawings of all project areas, grading plans of safety areas, proposed runway centerline profiles, latitude, longitude, and elevation of runway ends, in both PDF and AutoCAD formats.
2. Provide a full schedule of the work to be accomplished, including construction activities relating to FAA facilities and equipment.
3. Incorporate any requirements and recommendations made by the FAA and agreed to by the Sponsor into the design drawings and specifications and into the construction project.
4. Provide access to the project site, including any airport-specific security briefs or driving requirements, to the FAA for the purposes of site surveys, construction inspections, and equipment installation and testing activities.
5. Provide photographic records of the construction as it pertains to FAA facilities when requested.
6. Provide the most up to date geotechnical reports for the project.
7. Install foundations and other infrastructure i.e. underground conduit for MALS on RWY 11 in accordance with FAA standards and specifications: new concrete foundation for relocated shelter, new underground conduit from shelter to array, and new cabling. Not all materials will be Government Furnished Material (GFM) but FAA will provide in ground cans, Amerace connectors, and light fixtures.
8. Prepare infrastructure/utilities for temporary future GS shelter and tower in accordance with FAA standards and specifications: new concrete foundations for GS tower and relocated shelter, new conduit (RF and power) on GS tower to shelter.
9. Relocate GS shelter and tower to the new temporary position.

10. Submit FAA Form 6000-26 *Airport Sponsor Strategic Event Submission Form* no less than 45 days prior to the start of construction that will impact NAS facilities, result in a full or partial runway closure, or result in a significant taxiway closure. This form is available on the OE/AAA website. This form may also be used to notify the FAA of any changes to the project schedule.
 11. Correct any deficiencies to the work performed by the Sponsor on FAA equipment sites that are identified by the FAA during oversight or inspection of construction. All exceptions must be cleared or otherwise resolved before the agreement can be closed out. If the Sponsor does not fix Joint Acceptance Inspection (JAI) exceptions, funding for the fixes will be paid by the reimbursable agreement funds.
- D. This agreement is in whole or in part funded with funding from an AIP grant [] Yes [X] No. If Yes, the grant date is: _____ and the grant number is: _____. If the grant information is not available at the time of agreement execution, the Sponsor will provide the grant information to the FAA when it becomes available.

ARTICLE 4. Points of Contact

A. FAA:

1. The **FAA Western Service Area, Planning & Requirements Group, NAS Planning Team** will provide administrative oversight of this Agreement. **Jake Florendo** is the **Lead Planner** and liaison with the Sponsor and can be reached at **(424) 405-7704** or via email at **jake.florendo@faa.gov**. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
2. The **FAA Western Service Area, Engineering Services, NAVAIDS Engineering Center DES** will perform the scope of work included in this Agreement. **Rowena Smith** is the **Civil Engineer** and liaison with the Sponsor and can be reached at **(206) 231-2675** or via email at **rowena.smith@faa.gov**. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
3. The execution, amendment, and administration of this Agreement must be authorized and accomplished by the FAA's Contracting Officer, **Brad Logan** who can be reached at **(817) 222-4395** or via email at **brad.logan@faa.gov**.

B. Sponsor:

Grand Junction Regional Airport Authority
Colin Bible, Garver
5251 DTC Parkway, Suite 420
Greenwood Village, CO 80111
Telephone: (720) 744-4757
Email: cmbible@garverusa.com

ARTICLE 5. Non-Interference with Operations

The Sponsor understands and hereby agrees that any relocation, replacement, or modification of any existing or future FAA facility, system, and/or equipment covered by this Agreement during its term or any renewal thereof made necessary by Sponsor improvements, changes, or other actions which in the FAA's opinion interfere with the technical and/or operations characteristics of an FAA facility, system, and/or piece of equipment will be at the expense of the Sponsor, except when such improvements or changes are made at the written request of the FAA. In the event such relocations, replacements, or modifications are necessitated due to causes not attributable to either the Sponsor or the FAA, the parties will determine funding responsibility.

ARTICLE 6. Property Transfer – Reserved

ARTICLE 7. Estimated Costs

The estimated FAA costs associated with this Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
Labor	
WB4010 – Program Management	\$4,703.00
WB4020 – Engineering Support	\$82,032.00
WB4030 – Environmental & Occupational Safety & Health Compliance	\$1,881.00
WB4050 – Construction	\$37,622.00
WB4060 – Site Preparation, Installation, Test & Checkout	\$71,006.00
WB4060 – Conduct Flight Inspection	\$3,064.00
WB4070 – Joint Acceptance Inspection/Commissioning/Closeout	\$31,038.00
Labor Subtotal	\$231,346.00
Labor Overhead	\$36,629.78
Total Labor	\$267,975.78
Non-Labor	
WB3070 – Logistic Support (Supplies/Materials)	\$49,095.00
WB4010, WB4020, WB4050, WB4060, WB4070 – Travel	\$34,783.00
WB4050 – Contract Labor	\$11,332.00
WB4050 – Construction	\$126,038.00
WB4060 – Conduct Flight Inspection	\$29,358.00
Non-Labor Subtotal	\$250,606.00
Non-Labor Overhead	\$20,048.48
Total Non-Labor	\$270,654.48
TOTAL ESTIMATED COST	\$538,630.26

ARTICLE 8. Period of Agreement and Effective Date

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9 of this Agreement. This Agreement will not extend more than five years beyond its effective date.

ARTICLE 9. Reimbursement and Accounting Arrangements

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Reimbursable Receipts Team listed

in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury guidelines, refunds under \$1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than \$1.00.

- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.
- C. The Reimbursable Receipts team is identified by the FAA as the billing office for this Agreement. The preferred method of payment for this agreement is via Pay.Gov. The sponsor can use a check or credit card to provide funding in this manner and receipt-processing time is typically within 3 working days. Alternatively, the sponsor can mail the payment to the address shown below. When submitting funding by mail, the Sponsor must include a copy of the executed Agreement and the full advance payment. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location. Payments submitted by mail are subject to receipt-processing delay of up to 10 working days.

FAA payment remittance address using USPS or overnight method is:

Federal Aviation Administration
Reimbursable Receipts Team
800 Independence Ave S.W.
Attn: Rm 612A
Washington D.C. 20591
Telephone: (202) 267-1307

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

Grand Junction Regional Airport Authority
Attn: Sarah Menge
2828 Walker Field Drive, Suite 301
Grand Junction, CO 81506
Telephone: (970) 248-8581
Email: smenge@gjairport.com

- D. The FAA will provide a quarterly Statement of Account of costs incurred against the advance payment.
- E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be amended to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor an amendment to the Agreement which includes the FAA's

additional costs. The Sponsor agrees to prepay the entire estimated cost of the amendment. The Sponsor will send a copy of the executed amendment to the Agreement to the Reimbursable Receipts Team with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

ARTICLE 10. Changes and Amendments

Changes and/or amendments to this Agreement will be formalized by a written amendment that will outline in detail the exact nature of the change. Any amendment to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent amendment(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as amending or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be amended, whereupon the parties will consult to consider such amendments.

ARTICLE 11. Termination

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

ARTICLE 12. Order of Precedence

If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:

- A. This Agreement
- B. The attachments

ARTICLE 13. Legal Authority

This Agreement is entered into under one or more of the following authorities: 49 U.S.C. § 106(l), 31 U.S. Code 6505 Intergovernmental Cooperation Act. Under these authorities, the Administrator of the FAA is authorized to enter into and perform such contracts, leases, cooperative agreements and other transactions as necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator considers appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

ARTICLE 14. Disputes

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

ARTICLE 15. Warranties

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE 16. Insurance

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

ARTICLE 17. Limitation of Liability

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its

behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 18. Civil Rights Act

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

ARTICLE 19. Protection of Information

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

ARTICLE 20. Security

In the event that the security office determines that the security requirements under FAA Order 1600.72A applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14.2.1, Contractor Personnel Suitability Requirements are met.

ARTICLE 21. Ensuring Adequate COVID Safety Protocols – Reserved

ARTICLE 22. Entire Agreement

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any amendment to this Agreement, the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any amendments thereto, and, accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void. Additionally, the FAA expects this agreement to be funded within 120 days of execution, if funding is not received by that date; the FAA may exercise the right to renegotiate estimated costs.

AGREED:

**FEDERAL AVIATION
ADMINISTRATION**

**GRAND JUNCTION REGIONAL
AIRPORT AUTHORITY**

SIGNATURE _____
NAME Bradley K. Logan
TITLE Contracting Officer
DATE _____

SIGNATURE _____
NAME Angela Padalecki
TITLE Executive Director
DATE _____

DRAFT