



Board Packet

Regular Board Meeting

July 17, 2018

Grand Junction Regional Airport Authority



Date: July 17, 2018

Location:

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

Time: 5:15 PM

REGULAR MEETING AGENDA

- I. Call to Order and Pledge of Allegiance**
- 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 fill out a comment card prior to the meeting. If you have a written statement for the Board, please have 10 copies available and give them to the Executive Director who will distribute them to the Board. The Board Chairman 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 Chairman, 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. Staff Reports

- A. Director's report (Angela Padalecki)
- B. Financial/Activity report (Angela Padalecki) _____ 1
- C. Operations report (Mark Papko)
- D. Project report (Eric Trinklein)
- E. Contractor report (Scott Cary, Colin Bible, Adam Shuler)

VI. Consent Agenda

The Consent Agenda is intended to allow the Board to spend its time on the more complex items on the agenda. These items are perceived as non-controversial and can be approved by a single motion. The public or Board Members may ask that an item be removed from the Consent Agenda and be considered individually.

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A.	June 19, 2018 Meeting Minutes _____	2
B.	Banking Resolution _____	3
C.	Employee Handbook Update _____	4
D.	Colorado Open Records Act Policy and Procedures _____	5
E.	Executive Director outside Board membership _____	6
F.	Sky Adventures sublease renewal _____	7
G.	IT Service Contract Renewal – Sequent _____	8
H.	Passenger Loading Bridge Ball Screw Replacement _____	9
I.	Runway Rubber Removal, Airfield Painting, and Runway Friction Testing _____	10
J.	FAA Grant Offer Approval _____	11
K.	FAA Grant Application Approval _____	12
L.	Invoice Replacement Runway 12/30 Project Design – Mead & Hunt _____	13
M.	Invoice Terminal Renovation Design – Mead & Hunt _____	14
N.	Invoice Taxiway Alpha Rehabilitation Design – Garver _____	15
O.	Scope of Work Garver Taxiway A Construction Administration _____	16
P.	Scope of Work Garver East Terminal Apron Construction Administration _____	17

VII. Action Items

A.	Recommendation of Award 27 ¼ Road Relocation _____	18
B.	Recommendation of Award Remote Transmitter/Receiver Relocation _____	19
C.	Scope of Work Mead and Hunt 2019 _____	20
D.	Change Order East Terminal Apron _____	21
E.	2018/2019 Employee Health Benefits _____	22

VIII. Any other business which may come before the Board

IX. Adjournment

GRAND JUNCTION REGIONAL AIRPORT ACTIVITY REPORT

Report Date: 5/31/2018
 PY Comparison Date: 5/31/2017

May, 2018

CURRENT MONTH				YEAR-TO-DATE		
PASSENGER ENPLANEMENTS:	2017	2018	PERCENT CHANGE	2017	2018	PERCENT CHANGE
AMERICAN	8,789	9,499	8.08%	41,099	40,081	-2.48%
ALLEGiant	1,141	1,010	-11.48%	5,933	5,674	-4.37%
UNITED	6,776	6,204	-8.44%	27,228	24,277	-10.84%
DELTA	3,989	3,909	-2.01%	17,243	16,219	-5.94%
DENVER AIR CONNECTION	641	660	2.96%	3,379	4,118	21.87%
SWIFT AIR	296	148	-50.00%	439	294	-33.03%
SunCountry Charter	-	-	N/A	80	-	-100.00%
Misc Charters	-	-	N/A	98	115	17.35%
TOTAL ENPLANEMENTS	21,632	21,430	-0.93%	95,499	90,778	-4.94%
PASSENGER DEPLANEMENTS:	2017	2018	CHANGE	2017	2018	CHANGE
AMERICAN	8,761	9,374	7.00%	40,470	40,562	0.23%
ALLEGiant	1,063	988	-7.06%	5,780	5,575	-3.55%
UNITED	6,893	5,989	-13.11%	30,242	30,165	-0.25%
DELTA	3,904	3,905	0.03%	17,241	17,846	3.51%
DENVER AIR CONNECTION	618	636	2.91%	3,021	4,076	34.92%
SWIFT AIR	147	148	0.68%	293	294	0.34%
Misc Charters	-	7	N/A	80	122	52.50%
TOTAL DEPLANEMENTS	21,386	21,047	-1.59%	97,226	98,640	1.45%
2017 Deplanement data contains estimates						
TOTAL PASSENGERS	43,018	42,477	-1.26%	192,725	189,418	-1.72%

GRAND JUNCTION REGIONAL AIRPORT ACTIVITY REPORT

May 31, 2018

CURRENT MONTH				YEAR-TO-DATE		
AIR FREIGHT ON (LBS):	2017	2018	PERCENT CHANGE	2017	2018	PERCENT CHANGE
American	626	1,624	159.42%	4,679	4,165	-10.99%
FedEx	231,777	248,033	7.01%	1,381,366	1,364,200	-1.24%
KEY LIME AIR	68,954	38,265	-44.51%	194,025	142,527	-26.54%
United	-	1,493	N/A	-	6,840	N/A
Delta	-	377	N/A	-	1,224	N/A
TOTAL FREIGHT ON	301,357	289,792	-3.84%	1,580,070	1,518,956	-3.87%
AIR FREIGHT OFF (LBS):						
American	466	1,844	295.71%	2,824	4,118	45.82%
FedEx	467,937	363,658	-22.28%	2,439,329	1,836,539	-24.71%
KEY LIME AIR	28,470	73,050	156.59%	263,050	251,638	-4.34%
United	-	517	N/A	-	3,661	N/A
Delta	-	590	N/A	-	2,009	N/A
TOTAL FREIGHT OFF	496,873	439,659	-11.51%	2,705,203	2,097,965	-22.45%
TOTAL AIR FREIGHT	798,230	729,451	-8.62%	4,285,273	3,616,921	-15.60%

Grand Junction Regional Airport Authority

Statements of Changes in Net Position

Unaudited - subject to change

	Year to Date					Month Ending				
	05/31/2018	05/31/2018	05/31/2017	05/31/2018	05/31/2018	05/31/2018	05/31/2018	05/31/2017	05/31/2018	05/31/2018
	Budget	Actual	actual	Budget Diff	Budget % Var	Budget	Actual	actual	Budget Diff	Budget % Var
Operating revenue										
Aeronautical revenue										
Passenger airline revenue										
Passenger airline landing fees	196,300	224,057	224,249	27,757	14.13 %	43,900	47,404	47,113	3,504	7.98 %
Terminal rent	492,500	493,036	499,414	536	0.10 %	98,500	99,088	98,487	588	0.59 %
Other (boarding bridge)	46,800	50,027	49,921	3,227	6.89 %	9,500	8,295	9,443	(1,205)	(12.68) %
Total Passenger airline revenue	735,600	767,120	773,584	31,520	4.28 %	151,900	154,787	155,043	2,887	1.90 %
Non-passenger airline revenue										
Non-passenger landing fees	36,000	58,419	36,016	22,419	62.27 %	7,100	14,998	7,069	7,898	111.23 %
Cargo and hangar rentals	21,500	21,606	21,164	106	0.49 %	4,300	4,372	4,287	72	1.68 %
Fuel tax & flowage fees	259,700	260,020	258,692	320	0.12 %	60,500	52,938	60,133	(7,562)	(12.50) %
Other (ramp parking, rapid refuel)	500	1,980	600	1,480	296.00 %	100	300	120	200	200.00 %
Total Non-passenger airline revenue	317,700	342,025	316,472	24,325	7.65 %	72,000	72,608	71,609	608	0.84 %
Total Aeronautical revenue	1,053,300	1,109,145	1,090,056	55,845	5.30 %	223,900	227,395	226,652	3,495	1.56 %
Non-aeronautical revenue										
Land and building leases	240,281	247,382	243,924	7,101	2.95 %	46,100	51,568	46,686	5,468	11.86 %
Terminal - restaurant & retail	49,300	51,573	49,608	2,273	4.60 %	10,000	9,446	9,918	(554)	(5.53) %
Terminal - other	79,500	93,970	106,479	14,470	18.20 %	15,900	15,041	21,296	(859)	(5.40) %
Rental cars	502,400	445,909	434,048	(56,491)	(11.24) %	103,700	95,511	99,695	(8,189)	(7.89) %
Parking and ground transportation	589,500	574,531	594,180	(14,969)	(2.53) %	124,900	119,367	124,882	(5,533)	(4.43) %
Other (security fee, overtime fee, etc)	21,000	24,337	18,034	3,337	15.89 %	4,200	4,517	4,435	317	7.55 %
Total Non-aeronautical revenue	1,481,981	1,437,702	1,446,273	(44,279)	(2.98) %	304,800	295,450	306,912	(9,350)	(3.06) %
Total Operating revenues	2,535,281	2,546,847	2,536,329	11,566	0.45 %	528,700	522,845	533,564	(5,855)	(1.10) %

Grand Junction Regional Airport Authority

Statements of Changes in Net Position

Unaudited - subject to change

	Year to Date					Month Ending				
	05/31/2018	05/31/2018	05/31/2017	05/31/2018	05/31/2018	05/31/2018	05/31/2018	05/31/2017	05/31/2018	05/31/2018
	Budget	Actual	actual	Budget Diff	Budget % Var	Budget	Actual	actual	Budget Diff	Budget % Var
Operating expenses										
Personnel compensation and benefits	947,836	901,117	798,261	(46,719)	(4.92) %	175,493	161,107	148,963	(14,387)	(8.19) %
Communications and utilities	134,345	119,812	120,203	(14,533)	(10.81) %	23,373	21,162	20,817	(2,211)	(9.46) %
Supplies and materials	268,964	175,304	194,884	(93,660)	(34.82) %	38,242	42,147	37,909	3,906	10.21 %
Contract services	412,155	236,461	251,930	(175,694)	(42.62) %	144,137	35,456	18,419	(108,682)	(75.40) %
Repairs & maintenance	176,925	85,715	89,519	(91,210)	(51.55) %	36,065	11,716	8,852	(24,349)	(67.51) %
Insurance	39,965	39,989	37,990	25	0.06 %	7,993	7,993	7,598	1	0.00 %
Other (travel, marketing, air service, etc)	160,825	108,600	111,613	(52,226)	(32.47) %	66,150	22,814	29,032	(43,336)	(65.51) %
Total Operating expenses	2,141,015	1,666,998	1,604,400	(474,017)	(22.13) %	491,453	302,395	271,590	(189,058)	(38.46) %
Net Operating Income (Loss)	394,266	879,849	931,929	485,583	123.16 %	37,247	220,450	261,974	183,203	491.85 %
Non-operating revenue (expenses)										
Passenger facility charges	353,400	360,778	346,482	7,378	2.08 %	90,500	90,974	88,713	474	0.52 %
Interest income	29,000	64,462	32,977	35,462	122.28 %	4,400	14,710	7,742	10,310	234.32 %
Interest expense	(352,443)	(350,991)	(372,866)	1,452	(0.41) %	(70,391)	(68,939)	(74,489)	1,452	(2.06) %
Customer facility charges	234,400	236,509	234,368	2,109	0.89 %	58,200	55,320	58,200	(2,880)	(4.94) %
Capital contributions	5,586,353	1,107,422	0	(4,478,931)	(80.17) %	1,829,000	727,774	0	(1,101,226)	(60.20) %
Capital expenditures	(13,128,559)	(1,588,238)	(61,587)	11,540,321	(87.90) %	(4,092,222)	(183,803)	0	3,908,419	(95.50) %
Debt principal payments	(111,100)	(222,930)	(216,384)	(111,830)	100.65 %	0	(111,829)	(108,508)	(111,829)	0.00 %
Other (Legal Settlement)	0	0	(43,293)	0	0.00 %	0	0	0	0	0.00 %
Total Non-operating revenue (expenses)	(7,388,949)	(392,988)	(80,303)	6,995,961	(94.68) %	(2,180,513)	524,207	(28,342)	2,704,720	(124.04) %
Excess of revenue over (under) expense	(6,994,683)	486,861	851,626	7,481,544	(106.96) %	(2,143,266)	744,657	233,632	2,887,923	(134.74) %

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Variance Explanations

The financial report discussion will explore variances of current year versus budget greater than \$10,000 and 10%.

Revenues:

Passenger landing fees – Passenger landing fees were slightly above budget in May due to more diversions than usual (21 vs. 8 in 2017). YTD we remain well over budget due to the high number of diversions in the first quarter.

Non-passenger landing fees – BLM had 52 landings in May 2018 adding an additional \$5K in revenue. Budget reflects a June 2018 BLM start, based on historical activity. YTD revenue is still above budget because of additional FedEx landings compared to prior years.

Fuel Tax & flowage fees – Revenue is 12% under May budget due to state tax being remitted earlier in April instead of May. At month end the YTD budget is on track with YTD actuals for Fuel Tax. May's monthly actual revenue aligns with the forecasted budget.

Terminal Other – Terminal rent was on budget in May, and remains over budget YTD because the 3rd floor TSA office space wasn't given back to the Authority until April, and was budgeted to be given back in January

Interest income – Interest income remains over budget, because the budget anticipated \$9M would be spent on the terminal projects this year, beginning in the second quarter. Project schedules and payments have shifted to later in the year. Additionally, the scope changes for the terminal projects are expected to reduce the cost by about \$4M. As a result, interest income is anticipated to remain well above budget for the remainder of the year.

Rental Cars – Due to timing issues May revenue shows April activity. The total number of rental car days is down by 720 in April reflecting the decrease in passenger traffic in April. At May month end, YTD total transactions were 1,318 less than prior year causing revenue to dip below budget. Rental cars are facing an inventory shortage due to hail damage in Denver and a goal to improve car utilization.

Capital contributions – In May 2018, \$2.4M of AIP work, detailed in the capital expenditure variance explanation, was budgeted to have been done/paid. This variance due to the timing of the work being completed and reimbursement from the FAA. 90% (\$1.8M) of this work is FAA reimbursable.

Expenses:

Communications and Utilities – Year over year, electrical costs remain flat. Electrical costs were budgeted higher for 2018, most likely in anticipation of construction usage.

Supplies and Materials – During forecasting, \$4K of Grounds and Roadways materials and supplies were moved to the end of the year. May actuals align with forecasted budget.

Contract services – Contract services continues to come in under budget, and our forecast indicates that will continue for the year. The main driver for the May variance was \$75K budgeted for the airline rates and charges consultant that was budgeted in May but paid in July. The main drivers for the lower forecast for the year are lower legal fees and \$18K budgeted for the Dynetics ground radar systems that is no longer planned to be spent.

Repairs & Maintenance – May expenses were below budget because several repairs that were budgeted in May are expected to be completed later in the year. May's budget also included a \$5k contingency for security that was not needed.

Other expenses – May expenses were under budget because ARFF training expenses budgeted in May were paid in March and April. Additionally, air service development and marketing expenses that were budgeted for the first portion of the year have shifted to later in the year. This is also where additional budget contingency (\$15K) is held.

Capital expenditures – May's AIP projects were originally budgeted as follows: \$1M on 27 1/4 Rd realignment, \$420K in runway design, \$343K on taxiway A, \$268K on the RTR Site, & 2M of Non-AIP money on terminal renovations. The majority of these projects were re-forecasted for later in the year, all are still expected to be done this year.

Debt Principal Payments – Debt principal payment is down 110K because it was budgeted in June but paid in May (due June 1).

Grand Junction Regional Airport Authority

Balance Sheet

As of Date:

05/31/2018

	Month Ending 05/31/2018	Month Ending 05/31/2017	Difference
Assets			
Current Assets			
Cash and Cash Equivalents	10,946,537.14	9,912,904.29	1,033,632.85
Accounts Receivable, Net	978,703.89	613,469.97	365,233.92
Prepaid Expenses	33,234.49	75,808.66	(42,574.17)
Total Current Assets	11,958,475.52	10,602,182.92	1,356,292.60
Fixed Assets, Net			
Fixed Assets	121,209,181.91	119,643,999.56	1,565,182.35
Accumulated Depreciation	60,904,378.12	61,403,807.19	(499,429.07)
Total Fixed Assets, Net	60,304,803.79	58,240,192.37	2,064,611.42
Other Assets			
Escrows and Reserves	9,114,028.62	22,440,379.35	(13,326,350.73)
Other Assets	847,415.10	850,586.02	(3,170.92)
Total Other Assets	9,961,443.72	23,290,965.37	(13,329,521.65)
Total Assets	\$ 82,224,723.03	\$ 92,133,340.66	(9,908,617.63)
Liabilities and Equity			
Current Liabilities			
Accounts Payable	926,755.68	266,178.56	660,577.12
Accrued Liabilities	(25,398.36)	244,811.94	(270,210.30)
Deferred Revenue	22,288.57	0.00	22,288.57
Note Payable - Current Portion	447,727.32	435,932.47	11,794.85
Short Term Debts	871,791.23	13,711,751.04	(12,839,959.81)
Other Current Liabilities	296,194.03	319,651.14	(23,457.11)
Total Current Liabilities	2,539,358.47	14,978,325.15	(12,438,966.68)
Long Term Liabilities			
Note Payable - Long Term	229,673.41	678,831.73	(449,158.32)
Long Term Debts	22,999,502.19	23,669,937.19	(670,435.00)
Total Long Term Liabilities	23,229,175.60	24,348,768.92	(1,119,593.32)
Other Liabilities			
Deferred Revenue	469,311.60	0.00	469,311.60
Other Liabilities	165,052.14	74,342.27	90,709.87
Total Other Liabilities	634,363.74	74,342.27	560,021.47
Stockholders Equity			
Retained Earnings	55,077,167.97	52,498,272.21	2,578,895.76
Net Income (Loss)	744,657.25	233,632.11	511,025.14
Total Stockholders Equity	55,821,825.22	52,731,904.32	3,089,920.90
Total Liabilities and Equity	\$ 82,224,723.03	\$ 92,133,340.66	(9,908,617.63)



Grand Junction Regional Airport Authority Board
Board Meeting
Meeting Minutes
June 19, 2018

REGULAR BOARD MEETING

I. Call to Order & Pledge of Allegiance.

Mr. Rick Taggart, Board Chairman, called the Meeting of the Grand Junction Regional Airport Authority Board to order at 6:10 PM on June 19, 2018 in Grand Junction, Colorado and in the County of Mesa.

<i>Commissioners Present:</i> Rick Taggart, <i>Chairman</i> Tom Benton, <i>Vice-Chairman</i> Chuck McDaniel Clay Tufly Thaddeus Shrader Ronald Velarde <i>Airport Staff:</i> Angela Padalecki, <i>Executive Director</i> Chance Ballegeer, <i>Deputy Clerk</i> Eric Trinklein Shelagh O’Kane Mark Papko Ben Peck Aaron Morrison	<i>Other:</i> Brad Rolf, Mead & Hunt Shannon Kinslow, TOIL Adam Shuler, FCI Scott Peterson, WSP Consulting, LLC Roy Blythe, BG&CO Jared Easterlin, Mead & Hunt Colin Bible, Garver Geoff Mohnney, Mead & Hunt Scott Cary, Mead & Hunt
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II. Approval of Agenda

Chairman Taggart stated that before the agenda is approved, a few changes needed to be made. Action items B and C will not be presented at this board meeting. Secondly, from a documentation standpoint, the board has two areas, Ms. O’Kane handed out an updated activity report, and then some updates to the minutes from the May 15, 2018 board meeting. Chairman Taggart asked for Mr. Ballegeer for the changes to the minutes.

Mr. Ballegeer stated that he just updated some grammatical errors that Commissioner McDaniel’s had pointed out.

Commissioner McDaniel moved for the Board to approve the agenda with the suggested changes. Commissioner Shrader seconded. Voice Vote. All Ayes.

III. Commissioner Comments

Commissioner Shrader shared with the board that he has the opportunity to go to a P3 Economic National Summit in San Diego next month. Shrader stated that he has two reasons for going, one on behalf of the airport board, and two, private business owner. Commissioner Shrader stated that this summit will focus on Airports this year. Commissioner Shrader wanted to be up front with the summit and mentioned possibly a per diem from the airport.

A discussion about the percentage of a per diem followed. A decision was made that Commissioner Shrader and airport executive director Padalecki should discuss numbers for the summit.

Legal counsel asked that the airport make sure that whatever decision is made, have it in writing before the summit.

Chairman Taggart wanted to thank the board and Mr. Benton for meeting last month, as he was not able to attend for personal matters.

IV. Citizen Comments

None.

V. Staff Reports

A. Director's report

Ms. Padalecki briefed the Board. Ms. Padalecki wanted to thank the airport team as June has been a very busy month. Many major events both good and some personal.

Ms. Padalecki briefed the board that Mr. Peck's son graduated from high school this month. Mark Papko welcomed a daughter to the family, Mila Papko.

Ms. Padalecki briefed the board on the discretionary grant awards has been announced by the DOT for some projects going on at the airport. The airport does not have the grants in hand but it's nice to see them on their way.

Ms. Padalecki briefed the board on airline rates and charges.

Ms. Padalecki briefed the board on the foreign trade zone. Not much to report on. Chairman Taggart stated that one of his concerns is that at some point the research of the need in terms of the amount of goods today, are following out of this region both incoming and out coming, the airport is going to have to pin that number down. Commissioner Tufly stated that he sees what Chairman Taggart is talking about. Has talked to the chamber of commerce director about nailing down some numbers. Commissioner Shrader stated that some businesses are moving into the valley with the idea that the airport is still pursuing the foreign trade zone. Commissioner Shrader asked how can the airport realistically forecast numbers without hockey sticking it, given the growth we are barely starting to see what additional support the airport

would have for that trade zone. Commissioner Tufly stated that we need to produce something with the numbers. Ms. Padalecki stated that she received a copy of the memorandum of agreement with the CBP that they will ask the airport to sign once we get to a point.

Ms. Padalecki briefed the board on the JumpStart conference that she attended. Spent some good time with GJT airline tenants.

Ms. Padalecki briefed the board on the Colorado Airport Operators Association meeting the airport had with them last week. It was discussed that GJT may possibly host that conference in 2020.

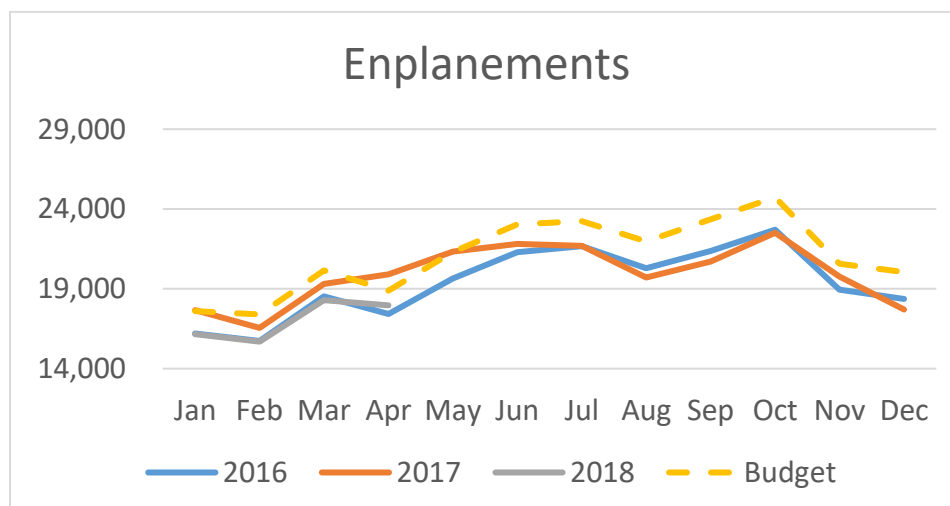
Ms. Padalecki briefed the board about the removal of the TSA CT80 that happened today.

Ms. Padalecki briefed the board on updates on the hiring of a Financial Director. Commissioner Shrader asked if the airport has received some good candidates. Ms. Padalecki stated that the airport has received some quality applicants but wants to do this right and find the right person. That might mean hiring a head hunter, and not rush into hiring someone.

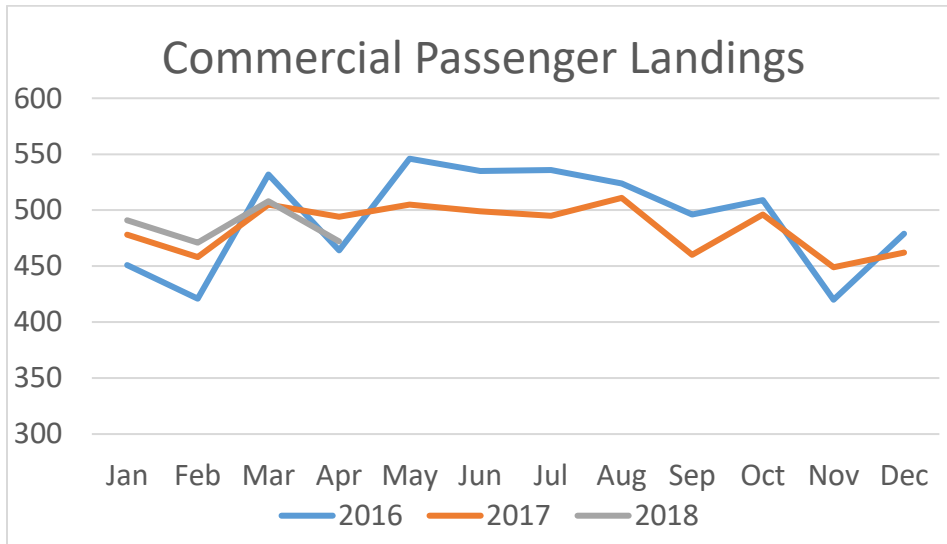
Lastly, Ms. Padalecki briefed the board on the Administration building. The RFI closed May 21, 2018. The airport received two formal responses.

B. Financial report

Ms. Padalecki briefed the board on enplanements year over year. Enplanements remain below budget driven by down gauging and fewer seats on the PHX route; landings were down YOY in April. PHX seats went down by 24.1% in April compared to last year. Last year there was a 4th flight to PHX that didn't perform well.

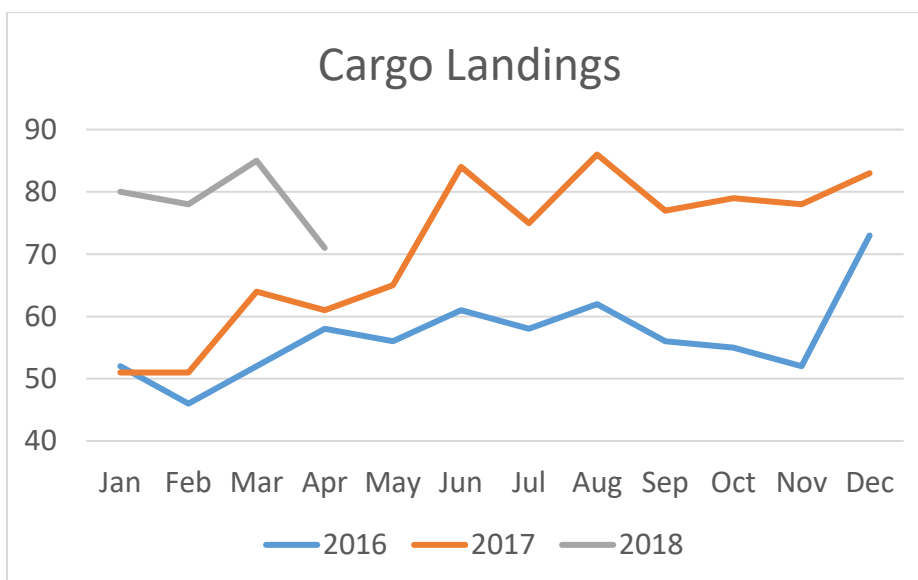


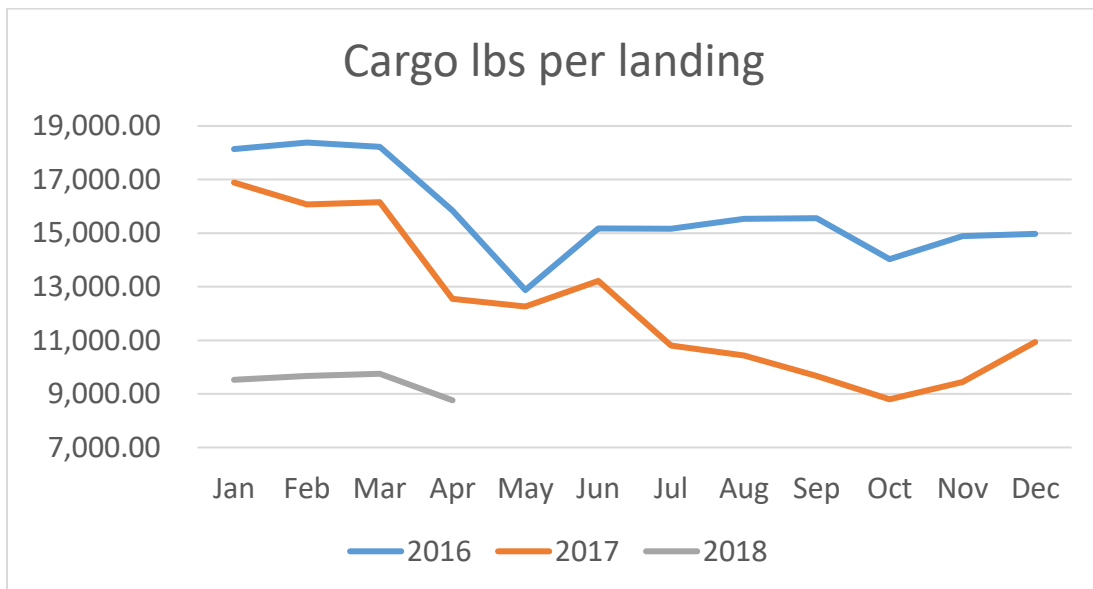
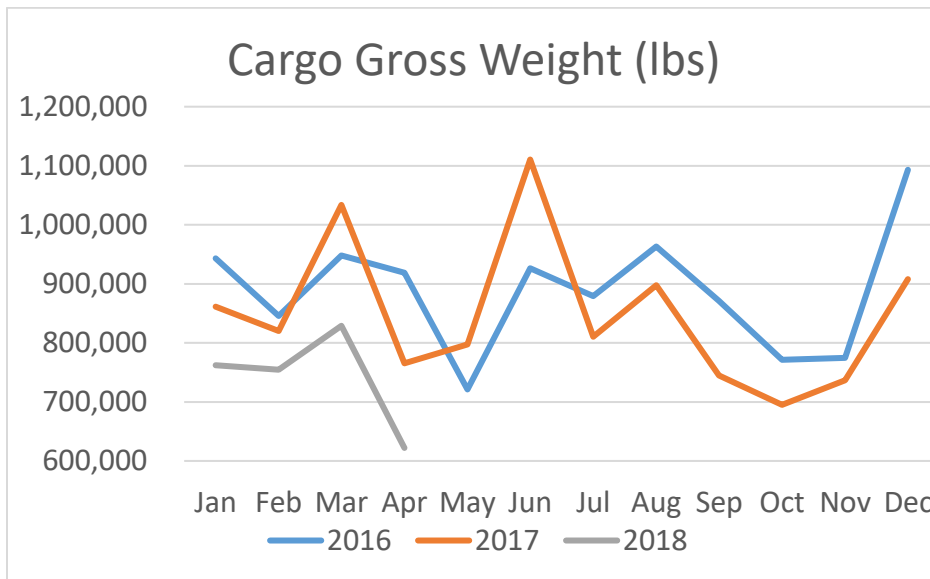
April YTD 2016: 67,879
 April YTD 2017: 73,427
 April YTD 2018: 68,120
 April YTD Budgeted: 74,209



April YTD 2016: 1,868
 April YTD 2017: 1,935
 April YTD 2018: 1,942

Ms. O’Kane briefed the board on Cargo Activity. Cargo landings decreased in April to single daily landings by FedEx due to the offseason and trucking more cargo.





Operating revenues continue to exceed budget; operating expenses are below budget due to expenses being pushed to later months.

Statements of Changes in Net Position

Unaudited - subject to change

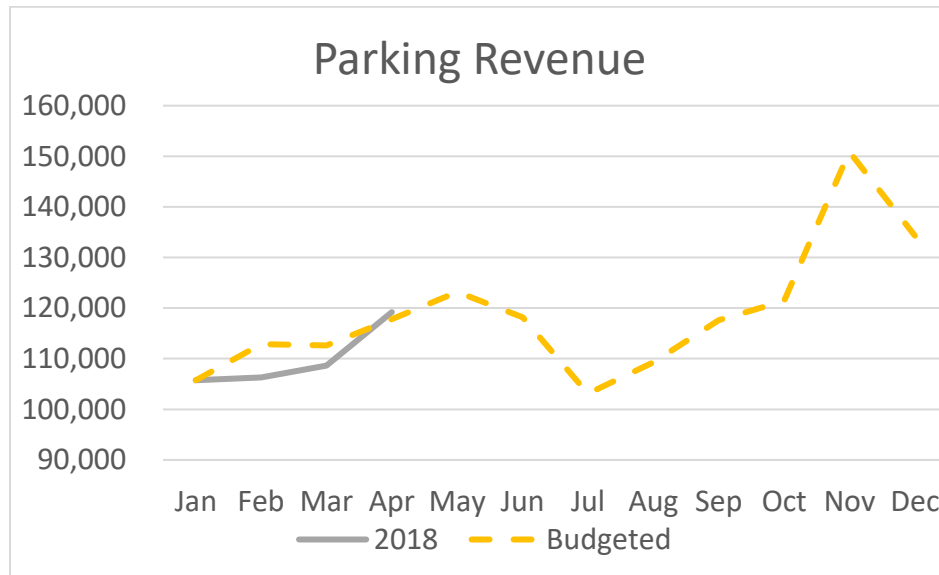
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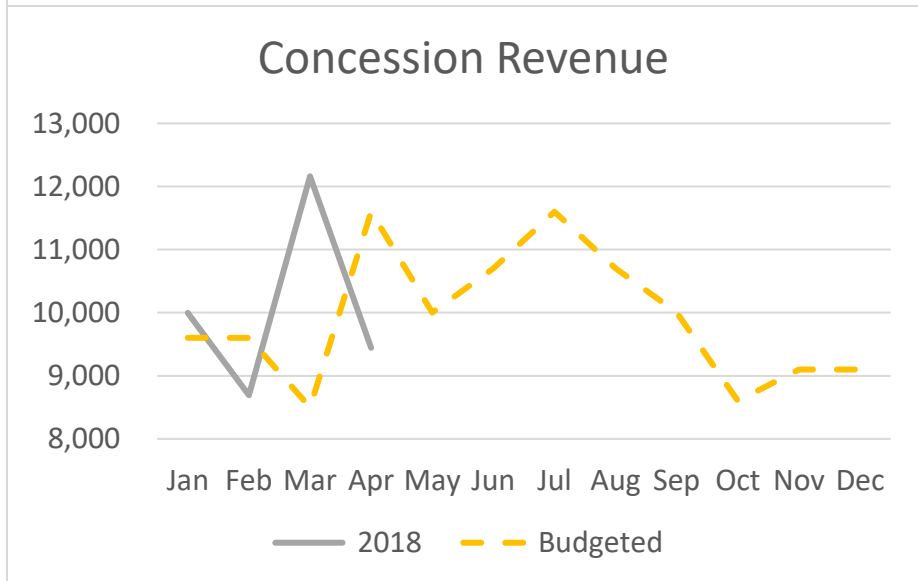
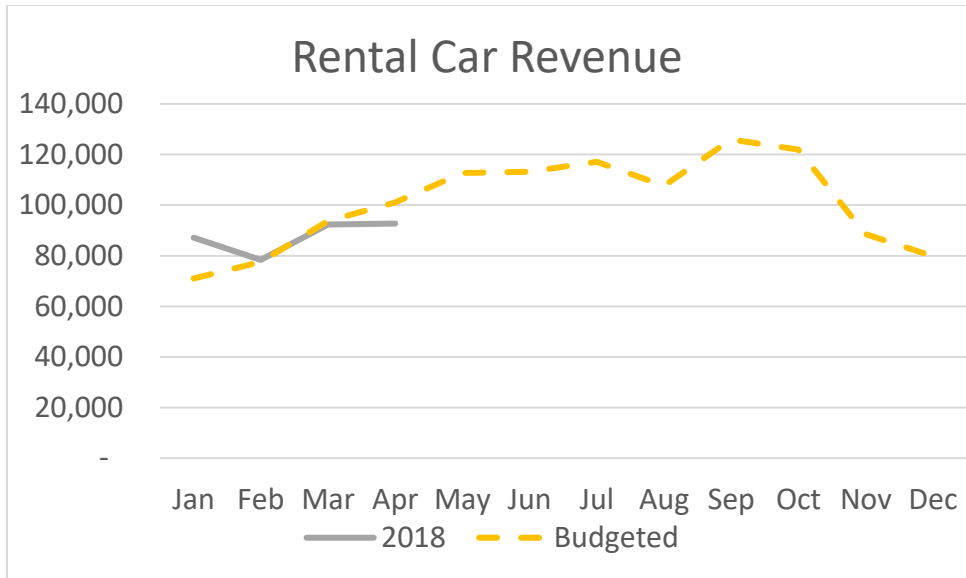
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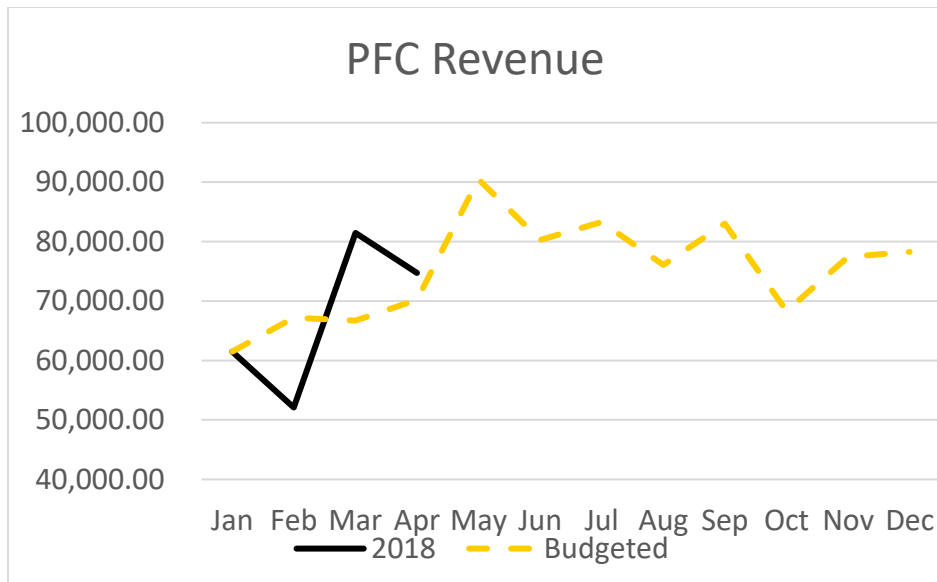
	Year to Date 4/30/2018	Year To Date 4/30/2018	Year to Date 04/30/2017	Year To Date 04/30/2018	Year To Date 04/30/2018	Month 04/30/2018	Month 04/30/2018	Month 04/30/2017	Month 04/30/2018	Month Ending 04/30/2018
	Budget	Actual	actual	Budget Diff	Budget % Var	Budget	Actual	actual	Budget Diff	Budget % Var
Operating revenue										
Aeronautical revenue	859,053	881,750	863,404	22,697	2.64 %	209,286	220,750	199,369	11,464	5.47 %
Non-aeronautical revenue	1,122,488	1,147,478	1,139,361	24,990	2.22 %	302,747	304,890	292,967	2,143	0.70 %
Total Operating revenues	1,981,541	2,029,228	2,002,765	47,687	2.40 %	512,033	525,640	492,336	13,607	2.65 %
Operating expenses	1,522,752	1,349,030	1,332,809	(173,721)	(11.40) %	401,113	308,547	326,414	(92,566)	(23.07) %
Operating income, before depreciation	458,789	680,198	669,956	221,409	48.25 %	110,920	217,093	165,922	106,173	95.72 %
Operating gain (loss)	458,789	680,198	669,956	221,409	48.25 %	110,920	217,093	165,922	106,173	95.72 %
Non-operating revenue (expenses)	(3,546,925)	(862,236)	(51,963)	2,684,689	(75.69) %	(1,719,275)	(279,814)	31,565	1,439,461	(83.72) %
Excess of revenue over (under) expense	(3,088,136)	(182,038)	617,993	2,906,098	(94.10) %	(1,608,355)	(62,721)	197,487	1,545,634	(96.10) %

A discussion among the board and Ms. Padalecki about the financial statements and how it's laid out, how they read, and how to improve it.

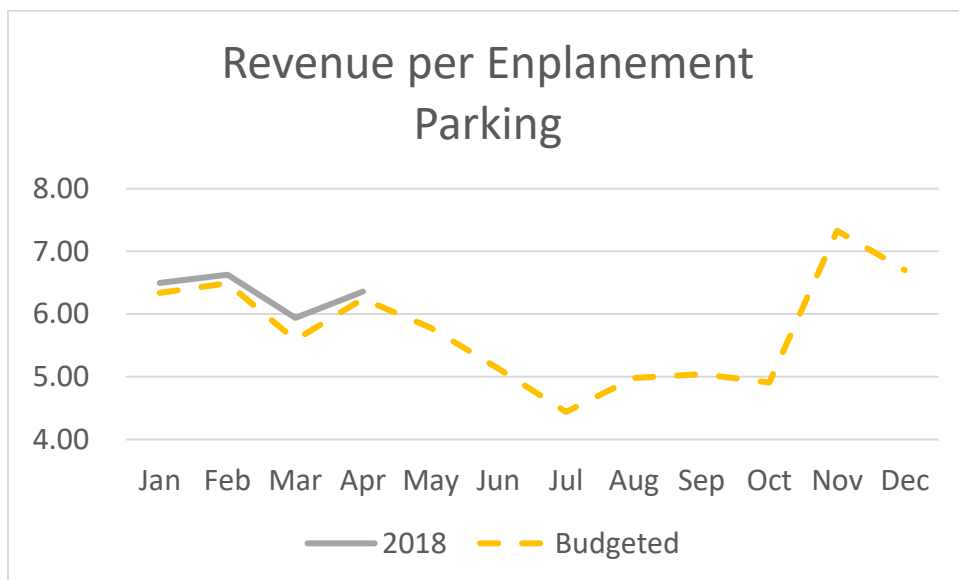
Non-Airline revenues apart from parking revenue, are holding steady above budget.

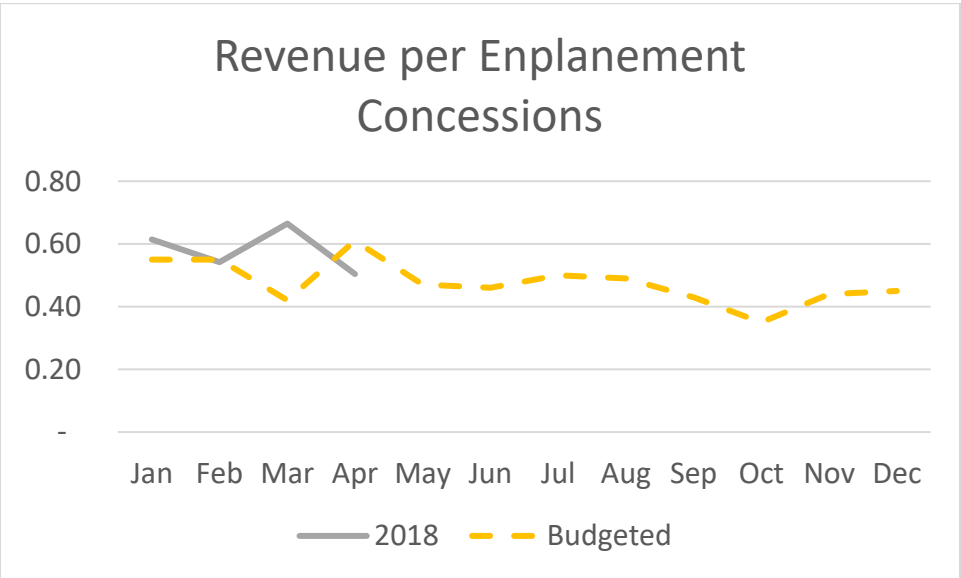
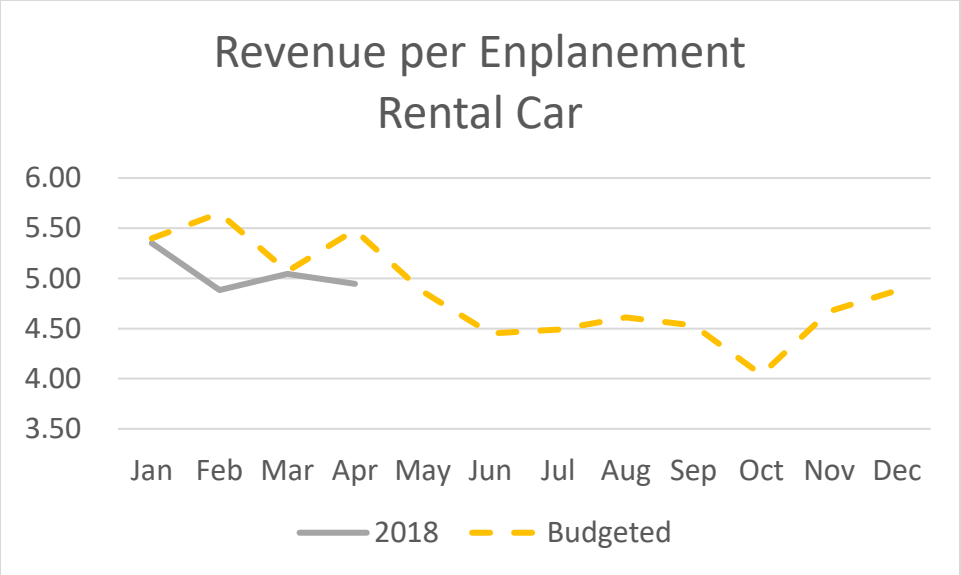


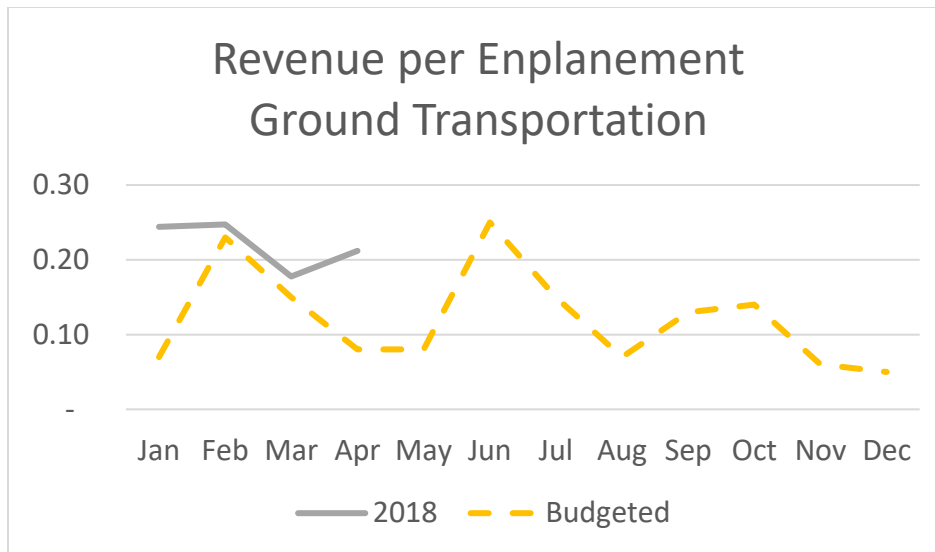




Nonairline revenue is trending close to budget; increase in ground transportation revenue is driven mainly by Uber. Lyft started in the valley mid-June- Could see more uptick in TNC ground transportation.







C. Operation Report

Mr. Papko briefed the board on Minimum Standards process. Mr. Papko stated that the airport has received our third draft of Minimum Standards/General Provisions. The draft will be made available for the July Board workshop. The airport will solicit feedback/revisions from the Board at that time, then the airport will request board approval to release draft for tenant and stakeholder feedback at the July Board Meeting. Commissioner Shrader asked if the draft will be distributed before the workshop so that the board can digest it a little bit. Mr. Papko stated they will be.

D. Project Report

Mr. Trinklein briefed the board on the current contractors and consultant, showing them a flow chart of who is overseeing what project. The board thank him for the flow chart. Chairman Taggart asked for AIP numbers to be on the same flow chart so that the board can keep track of it all.

E. Contractor Report

Scott Cary with Mead & Hunt briefed the board on the runway and enabling projects.

Geoff Mohny with Mead & Hunt briefed the board on the passenger loading bridge. Ms. Padalecki stated that this project remains on schedule and on budget, but the airport is at the mercy of the manufacture of the loading bridge because of the high demand. Many other airports need multiple loading bridges, while GJT needs one. Commissioner Shrader asked if it's incumbent on the airport team to do the final commissioning on this or does the contractor handle all the final inspections, like quality of welds, etc. Ms. Padalecki stated that it's on the contractor. A member of FCI briefed the board about steps taken on overseeing everything. Vice-Chairman Benton asked what the warranty is on the loading bridge. FCI stated is was a two year warranty that includes everything.

Colin Bible with Garver Engineering briefed the board on Taxiway A Rehabilitation. Mr. Papko wanted to thank Mr. Bible for accommodating operations requests as the project is at critical spots on the runway/taxiway. Commissioner Shrader asked if the bids had liquidated damages if the contractors couldn't meet the deadline. Mr. Bible stated yes and that it's hourly. Vice Chairman Benton asked if the projects will happen at the same time. Mr. Bible stated that these projects will happen on separate weekends.

Adam Shuler with FCI briefed the board on the third floor administration office renovation. Vice Chairman Benton had a question about doors and walls. Commissioner Shrader asked if the new design gets all of the interns upstairs or is there still a little bit of split. Ms. Padalecki stated that the new design does get everyone upstairs, but the badging office will be on the 2nd floor. It also allows for one or two intern expansions, all of direct reports will be upstairs. The only two offices that will not be upstairs are the supervisors on Mr. Peck's team, Manny and Shawn.

Ms. Padalecki wanted to thank all of the contractors and consultants.

Chairman Taggart stated that while it would be nice for the conference room to be a little bit bigger, he doesn't want to compromise the airport team in order to make it bigger. Commissioner Shrader agreed with Chairman Taggart. Vice Chairman Benton thanked the contractors and consultants as well.

VI. Consent Agenda

- A. May 15, 2018 Meeting Minutes
- B. Resolution CDOT Internship Grant
- C. Invoice BLM review fees
- D. Invoice Replacement Runway 12/30 Project Design – Mead & Hunt
- E. Invoice Terminal Renovation Design – Mead & Hunt
- F. Invoice RTR Bidding – Mead & Hunt
- G. Sky Adventures sublease renewals

*Commissioner Shrader moved for the Board to approve the Consent Agenda.
Commissioner Tufly seconded. Voice Vote. All Ayes.*

Vice Chairman Benton asked about the BLM invoice about the consumption of \$19,000 deposit. Mr. Trinklein stated that it has been consumed and they are requesting additional funds.

VII. Action Items

A. FAA Grant Offer Approval

Mr. Trinklein briefed the board on the FAA grant offer. The airport hasn't physically received the FAA grant offer. This tab was put in place in case the airport received

the grant before the board meeting. Therefore the Grant offer approval will be next month.

B. Recommendation of award 27 ¼ road relocation

This action item was removed from the agenda.

C. Recommendation of award remote transmitter/receiver relocation

This action item was removed from the agenda.

D. Recommendation of award taxiway A

Little discussion on this action item as it was already discussed earlier.

Vice Chairman Benton moved for the Board to approve the staff recommendation of award for taxiway A. Commissioner Velarde seconded. Voice Vote. All Ayes.

E. General Contractor procurement scope of services contract

Mr. Trinklein and Geoff Mohny with Mead & Hunt briefed the board on the general contractor procurement scope. Commissioner McDaniel asked how do the on call general contractor get compensated. Mr. Mohny stated that it depends on how the airport would like to do it. Typically with on call part of the contract, you set in place general overhead costs as well as information on how rates are set. Commissioner McDaniel asked if Mead & Hunt will go out and find that on-call general contractor. Mr. Mohny stated yes. A discussion about the contract ensued. Chairman Taggart stated that this community is on fire with the amount of projects that are happening. District 51 jobs alone has buried sub-contractors. Getting an on call general contractor would give the airport leverage against other projects around the valley.

Vice Chairman Benton stated that while he agrees with Chairman Taggart about the general contractor and having leverage with the sub-contractors to get the jobs done, but \$55,000, it's a pretty high price tag for 3 or 4 GC applications in this process. Mr. Benton stated that project one is a little bit egregious. The airport could have done an RFP and gotten to the pre-proposal and the contractor evaluations, and the board could have made the decisions and selected a general contractor. Just food for thought. Ms. Padalecki stated that as the airport gets to the letter of interest stage and only 3 GC apply, the airport has the ability to stop, and do it in house. The \$55,000 is for the full scope of the work, but the airport can stop and pivot, and take it on ourselves. Commissioner Shrader asked if it was a lump sum or a T&M. Ms. Padalecki stated it was a fixed price for the full scope of work but they will only bill us for work completed.

Commissioner Tufly stated that there is not a lot of dollars at risk to see how it works and it sounds like staff thinks it's an important move. Commissioner Tufly continued stating that he's not positive that we will find GC's that we couldn't have on our own, but it gets the terminal project going so I see the reason why we are doing this.

Commissioner Tufly moved for the Board to approve the general contractor procurement scope of services contract up to \$56,216.00. Commissioner McDaniel seconded. Voice Vote. All Ayes.

F. Mid-year board officer changes

Chairman Taggart stated that he wanted to work on the transition with Angela and that he would prefer to step down from as the chair effectively after tonight. Chairman Taggart stated that he would not be leaving the board, as the city council has already voted on him staying another year. But we talked about this at the beginning of the year and would like to step down from chair and turning the reins over to Mr. Benton and get a new Vice Chairman. Commissioner McDaniel stated that if Mr. Taggart steps down the board technically needs to vote Mr. Benton in as Chairman.

Commissioner Shrader wanted to thank commissioner Taggart for his service as the Board Chairman with all of the activity that has been going on the last 14 months. Very much appreciated. All other commissioners agreed and thanked Commissioner Taggart.

Commissioner Taggart moved for the Board to approve Vice Chairman Benton as the new Chairman and Commissioner McDaniel and the new Vice Chairman. Commissioner Tufly seconded. Voice Vote. All Ayes.

VIII. Discussion Items

A. Change order East Terminal air carrier apron

Colin Bible with Garver Engineering briefed the board on the East Terminal Air Carrier Apron.

Commissioner Taggart thanked Mr. Bible and the Garver team for the work done with the whole air carrier apron and the work done to make the threat of legal action evaporate. Mr. Bible thanked the board for their support.

Chairman Benton asked about timing. Mr. Bible stated the he believes that the project should start up in August and are shooting to be done by Thanksgiving.

IX. Any other business which may come before the board

X. Adjournment

Commissioner Taggart made a motion to adjourn. Commissioner Velarde seconded. Voice Vote. All Ayes. Meeting adjourned at 8:24 PM

Tom Benton, Board Chairman

ATTEST:

Chance Ballegeer, Deputy Clerk to the Board

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Resolution No. 2018-004: Revised Resolution Concerning Execution of Documents Pertaining to Bank Accounts		
PURPOSE:	Information <input checked="" type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Staff recommends the Board adopt resolution No. 2018-004: Revised Resolution Concerning Execution of Documents Pertaining to Bank Accounts.		
LAST ACTION:	At the April 2018 Board Meeting, the board adopted resolution 2018-003 increasing board approval requirements to \$10,000.00		
DISCUSSION:	The banking resolution requires amending to include new Chairman and Vice Chairman.		
FISCAL IMPACT:	None		
COMMUNICATION STRATEGY:	None		
ATTACHMENTS:	Resolution No. 2018-004:		
STAFF CONTACT:	Shelagh O’Kane Email: sokane@gjairport.com Office: 970-248-8590		

Resolution No. 2018-003
Of the
GRAND JUNCTION REGIONAL AIRPORT AUTHORITY
A Resolution Concerning
Execution of Documents Pertaining to Bank Accounts

WHEREAS, the Board of Grand Junction Regional Airport Authority (“the Board”) desires to authorize the deposit of Authority funds, and funds due to the Authority, into Authority accounts in eligible financial institutions in Mesa County which have been designated by the Board as meeting the requirements for deposit of Authority monies under appropriate federal and Colorado laws; and

WHEREAS, the Board desires to authorize the Board Chairman, Vice Chairman, Executive Director, Project Manager or Director of Finance to transfer funds between Authority accounts within the same Authority Board-designated financial institution; and

WHEREAS, The Board desires to authorize the Chairman, Vice Chairman, Executive Director or Project Manager as designated below, to **execute with only one (1) signature any and all (A) bank documents, checks and other instruments of withdrawal in the sum of less than \$10,000, and (B) any payroll and payroll related expenditures, including but is not limited to, payments for tax withholding, payments for retirement and 401(k) contributions, employee benefits (health insurance, etc.) and garnishments and sales tax:**

<u>Tom Benton</u>	Chairman
<u>Chuck McDaniels</u>	Vice Chairman
<u>Angela Padalecki</u>	Executive Director
<u>Eric Trinklein</u>	Project Manager

Provided, however, that checks or other instruments of withdrawal **(other than payroll and payroll related expenditures including but not limited to payments for tax withholding, payments for retirement and 401(k) contributions, employee benefits (health insurance, etc.) and garnishments and sales tax)** in an amount equal to or greater than **\$10,000 shall have two (2) such signatories, as follows:**

- Chairman; AND/OR
- Vice Chairman; AND
- Executive Director OR
- Project Manager

AND,

WHEREAS, The Board desires to require three (3) signatories, as follows, **to execute any promissory note or other evidence of indebtedness** at any financial institution:

- Chairman or Vice Chairman; AND
- Executive Director; AND
- One (1) additional Board Commissioner

NOW THEREFORE, IT IS RESOLVED that the Board authorizes the deposit of Authority funds, and funds due to the Authority, into an Authority account in a eligible financial institution in Mesa

County which has been designated by the Board as meeting the requirements for deposit of public monies under appropriate federal and Colorado laws; and

IT IS FURTHER RESOLVED, that the Board authorizes the Board Chairman, Vice Chairman, Executive Director, Project Manager, or Director of Finance to transfer funds between Authority accounts within the same Authority Board-designated financial institution; and

IT IS FURTHER RESOLVED that the Board authorizes the Chairman, Vice Chairman, Executive Director or Project Manager to execute with one (1) signature **any and all (A) bank documents, checks and other instruments of withdrawal in the sum of less than \$10,000, and (B) all payroll and payroll related expenditures, including but not limited to, payments for tax withholding, payments for retirement and 401(k) contributions, employee benefits (health insurance, etc.) and garnishments and sales tax:**

<u>Tom Benton</u>	Chairman
<u>Chuck McDaniels</u>	Vice Chairman
<u>Angela Padalecki</u>	Executive Director
<u>Eric Trinklein</u>	Project Manager

Provided, however, that checks or other instruments of withdrawal **(other than payroll and payroll related expenditures, including but not limited to payments for tax withholding, payments for retirement and 401(k) contributions, employee benefits (health insurance, etc.), garnishments and sales tax)** in an amount equal to or greater than \$10,000 shall require two (2) such signatures as follows:

- Chairman; AND/OR
- Vice Chairman; AND
- Executive Director; OR
- Project Manager

AND,

IT IS FURTHER RESOLVED that the Board requires three (3) signatures, as follows, **to execute any promissory note or other evidence of indebtedness** at any financial institution:

- Chairman or Vice Chairman; AND
- Executive Director; AND
- One (1) additional Board Commissioner

PASSED AND ADOPTED this 17th day of July, 2018.

Victoria Hightower, Clerk

Tom Benton, Chairman

Verification

_____, first duly sworn, deposes and states that he has read the foregoing Resolution and that the same is true and correct to the best of his knowledge and belief.

Chairman

STATE OF COLORADO }
 }
COUNTY OF MESA } SS

Subscribed and sworn before me this _____ day of _____, 2018.

Notary Public

My commission expires _____

Board Members Voting Aye:

Those Voting Nay:

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Airport Employee Handbook		
PURPOSE:	Information <input checked="" type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Staff recommends the Board adopt revisions to the Airport Employee Handbook.		
LAST ACTION:	Adoption of Airport Employee Handbook 05/20/2015		
DISCUSSION:	The Airport Employee Handbook is in need of revisions to the area of; Jury Duty, call back pay, and the FMLA (Family Medical Leave Act)/Medical Policy.		
FISCAL IMPACT:	None		
COMMUNICATION STRATEGY:	None		
ATTACHMENTS:	Airport Employee Handbook		
STAFF CONTACT:	Mark Papko Email: mpapko@gjairport.com Office: 970-248-8596		



Employee Handbook

Version 1.0

Adopted May 20, 2015

Employee Handbook

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Equal Employment Opportunity

The Airport is committed to providing equal employment opportunities to all employees and applicants without regard to disability, race, creed, color, sex, sexual orientation, religion, age, national origin, ancestry, military or veteran status, **health conditions related to pregnancy or the physical recovery from childbirth**, genetic profile, or any other protected status in accordance with all applicable Federal, State, and local laws.

This policy extends to all aspects of our employment practices, including but not limited to, recruiting, hiring, discipline, firing, promoting, transferring, compensation, benefits, training, leaves of absence, and other terms and conditions of employment.

Requests for Accommodation

The Grand Junction Regional Airport is also committed to complying with the laws protecting qualified individuals with disabilities. The Airport will provide a reasonable accommodation for any known physical or mental disability of a qualified individual with a disability to the extent required by law, provided the requested accommodation does not create an undue hardship for the Airport and/or does not pose a direct threat to the health or safety of others in the workplace and/or to the individual. If you require an accommodation to perform the essential functions of your job, you must notify the Administration Department. Once the Airport is aware of the need for an accommodation, we will engage in an interactive process to identify possible accommodations that will enable you to perform the essential functions of the job.

The Authority will also reasonably accommodate employees for health conditions related to pregnancy or the physical recovery from childbirth, if the employee requests the reasonable accommodation, so long as the accommodation does not impose an undue hardship on the Authority. The Authority may require the employee or applicant to provide a note stating the necessity of a reasonable accommodation from a licensed health care provider before providing a reasonable accommodation.

The Authority will also reasonably accommodate nursing mothers by providing a private space to express milk that is near their work location and is not a toilet stall in a restroom. Nursing mothers may use their regularly scheduled meal and rest breaks to express milk. In the event an employee needs additional time to express milk, the employee and supervisor will agree upon a plan which may include the employee taking unpaid breaks or using paid leave, arriving at work earlier or leaving later.

If you believe that you have been treated in a manner that does not comply with these policies, please notify the Airport immediately, by speaking to the Administration

Department, your supervisor, or the Airport Manager. The Airport takes all complaints of discrimination seriously. You are encouraged to utilize this procedure without fear of reprisal.

This policy extends to all aspects of our employment practices, including but not limited to, recruiting, hiring, discipline, firing, promoting, transferring, compensation, benefits, training, leaves of absence, and other terms and conditions of employment.

Policy against Unlawful Harassment and Discrimination

The Grand Junction Regional Airport is committed to providing a work environment that is free of unlawful harassment. In furtherance of this commitment, the Airport strictly prohibits all forms of unlawful harassment, which includes harassment on the basis of disability, **health conditions related to pregnancy or the physical recovery from childbirth**, race, creed, color, sex, sexual orientation, religion, age, national origin, or ancestry or any other protected status in accordance with all applicable Federal, State and local laws.

The Airport's policy against unlawful harassment applies to all employees of the Airport. The Airport prohibits managers, supervisors and employees from harassing co-workers as well as the Airport's customers, vendors, suppliers, independent contractors and others doing business with the Airport. In addition, the Airport prohibits its customers, vendors, suppliers, independent contractors and others doing business with the Airport from harassing our employees.

Violation of this policy will subject an employee to disciplinary action, up to and including immediate termination.

Examples of Prohibited Sexual Harassment: Sexual harassment includes a broad spectrum of conduct. By way of illustration only, and not limitation, some examples of unlawful and unacceptable behavior include:

- unwanted sexual advances;
- offering an employment benefit (such as a raise, promotion or assistance with one's career) in exchange for sexual favors, or threatening an employment detriment (such as termination, demotion, or disciplinary action) for an employee's failure to engage in sexual activity;
- visual conduct, such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons or posters;
- verbal sexual advances, propositions, requests or comments;
- verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, suggestive or obscene letters, notes or invitations;
- physical conduct, such as touching, assault, impeding or blocking movement;

Examples of What Constitutes Prohibited Harassment: In addition to the conduct listed above, the Airport strictly prohibits harassment concerning race, creed, color, and religion, national origin, disability, **health conditions related to pregnancy or the physical recovery from childbirth**, age, sexual orientation, military or veteran's status, genetic profile or any

other protected characteristic. By way of illustration only, and not limitation, prohibited harassment concerning any of these protected characteristic includes: ■ slurs, epithets, and any other offensive remarks;

- jokes, whether written, verbal, or electronic;
- threats, intimidation, and other menacing behavior;
- other verbal, graphic, or physical conduct; and
- other conduct predicated upon one or more of the protected categories identified in this policy.

If you have any questions about what constitutes harassing behavior, ask your supervisor or another member of management.

Harassment of our customers or employees of our customers, vendors, suppliers or independent contractors by our employees is also strictly prohibited. Such harassment includes the types of behavior specified in this policy, including sexual advances, verbal or physical conduct of a sexual nature, sexual comments and gender-based insults. Any such harassment will subject an employee to disciplinary action, up to and including immediate termination.

~~Breastfeeding in the Workplace~~

Grand Junction Regional Airport Benefits

The Grand Junction Regional Airport provides the following benefits to eligible employees. The Grand Junction Regional Airport reserves the right to terminate or modify these plans at any time, for any reason, with or without notice to employees.

Your Pay

Employees are paid biweekly on Fridays. Employees should pick up their own paycheck, or voucher, on the normally scheduled pay day. If the scheduled payday falls on a Sunday or holiday, paychecks will generally be distributed on the preceding business day. Any questions about the amount of your pay or deductions should be brought to the attention of the Administration Department immediately.

The workweek starts on Sunday at 12:01 and runs through Saturday at 12:00 midnight.

Call Back Pay

Non-exempt employees who are called out to an unanticipated situation arising at times other than during regularly scheduled working hours shall be compensated in the following manner:

- Call back pay shall be compensated at the employee's normal rate of pay.
- Call back pay shall count as hours worked for the purpose of computing overtime.
- A minimum of two (2) hours pay shall be guaranteed for each call back.

Timekeeping Procedures

Unless otherwise notified, each employee is required to accurately record his or her hours of work for Grand Junction Regional Airport through the use of a time sheet. You are required to submit the time record promptly following the close of the pay period so that your time record can be reviewed by your supervisor prior to processing your paycheck for the pay period. Accurately recording all of your time is required in order to be sure that you are paid for all hours worked as required by the wage and hour laws. "Off clock" work time is not permitted. "Hours worked" is defined by law as all time an employee is subject to the control of an employer, and includes all time that an employee is suffered or permitted to work, whether or not required to do so.

Your obligation to accurately record all hours worked does not relieve you of your obligation to obtain advance approval from your supervisor before working overtime or hours beyond your regular work schedule. Employees who work beyond their regularly scheduled work hours, including overtime or off-schedule hours, without prior authorization by their supervisor are subject to disciplinary action up to and including termination of employment.

You will be informed your first day on the job whether you are required to keep your time by a time clock, a time sheet or some other method. Whatever your method of timekeeping, you are expected to follow the established procedures in keeping an accurate record of your hours worked.

Any changes or corrections to your time card or time record must be initialed by you and your Department Manager. Under no circumstances may any employee punch or record another employee's time card.

Pay Deductions

The Grand Junction Regional Airport will make deductions for the following:

- Federal and State income taxes;
- Colorado Public Employee Retirement Association wage deductions;
- Garnishments, including child support or other court ordered wage deductions;
- Employee's portion of group insurance premiums;
- Group insurance premiums for coverage of eligible dependents;
- Loss, theft, damage, or destruction of Grand Junction Regional Airport property.

No other deductions will be made unless specifically authorized in writing by the employee. All deductions will be itemized on the employee's pay stub. Questions regarding payroll deductions should be directed to the Administration Department.

Expense Reimbursement

Grand Junction Regional Airport reimburses employees for expenses reasonably incurred on behalf of the Grand Junction Regional Airport and approved in advance by Grand Junction Regional Airport management. All requests for reimbursement should be submitted to your

supervisor for consideration. Submission of original receipts are required for all reimbursement requests.

Garnishments & Support Orders

Grand Junction Regional Airport expects its employees to be prompt in the payment of their personal debts. Employees should be aware that a court can order Grand Junction Regional Airport to deduct amounts directly from an employee's pay when that employee has failed to pay his or her personal debts.

Debts to Employer

Any employee who fails to satisfy a personal debt to Grand Junction Regional Airport is subject to the amount being deducted from his or her payroll earnings. The employee will have the opportunity to settle the debt before any amounts are deducted from the employee's wages.

Court-Ordered Garnishments

Any court-ordered garnishment for child support, family support, bankruptcies, or other judgments rendered against an employee must be forwarded immediately to Grand Junction Regional Airport's Business Administration Department for processing.

Federal Tax Levies

A levy from the Internal Revenue Service must be forwarded immediately to the Grand Junction Regional Airport's Administration Department for processing.

Support Orders

State and Federal laws require Grand Junction Regional Airport to withhold part of employees' wages to satisfy child support orders. When Grand Junction Regional Airport receives a support withholding notice, it immediately will begin withholding wages as specified in the notice. Grand Junction Regional Airport will continue to withhold wages for child support until otherwise notified by the child support enforcement agency. Withholding child support takes priority over all other wage garnishments or deductions.

Grand Junction Regional Airport will honor and service all out-of-State child support withholding orders it receives, in compliance with Federal law.

Grand Junction Regional Airport will inform the State child support agency when an employee subject to child support withholding leaves the Grand Junction Regional Airport. The notice will provide the employee's last known home address and telephone number, as well as the new employer's name and address, if known.

Employees will not be disciplined or discharged because of a child support withholding order. In addition, applicants will not be refused hire because of a support withholding order.

Administrative Fees

Grand Junction Regional Airport deducts a fee of Four Dollars (\$4.00) from the employee's remaining earnings after deducting the appropriate amount for each mandatory or voluntary family support payment it processes.

Paid Time Off

General Information and Eligibility

Full-time employees accrue Paid Time Off to use for vacations, holidays, illness, off the job injury, medical/dental appointments, personal business, child care, pregnancies, bereavement, family emergencies or for any other valid absence as determined by his/her Department Manager.

PTO hours include vacation leave and holiday leave. Full-time employees shall accrue the following amount of Paid Time Off on a bi-weekly basis for 26 pay periods each year.

Bi-weekly and Annual Accrual Amounts:

Years of Service	Bi-Weekly Accrual	Annual Accrual Hours
1 through 4	9.38 Hours	243.88 Hours
5 through 9	10.38 Hours	269.88 Hours
10 or more	11.38 Hours	295.88 Hours

PTO Accrual Breakdown: **Years of Service 1-4**
80.00 Holiday Hours (3.07 Hours per Pay Period)
163.88 Paid Time Off Hours (6.30 Hours per Pay Period)

Years of Service 5-9
80.00 Holiday Hours (3.07 Hours per Pay Period)
189.88 Paid Time Off Hours (7.30 Hours per Pay Period)

Years of Service 10 or more
80.00 Holiday Hours (3.07 Hours per Pay Period)
215.88 Paid Time Off Hours (8.30 Hours per Pay Period)

Maximum Accumulation of Paid Time Off:

Years of Service	Annual Accrual Hours	Max Accrual
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1 through 4	243.88 Hours	220 Hours
5 through 9	269.88 Hours	280 Hours
10 or more	295.88 Hours	360 Hours

PTO shall not count as hours worked for purposes of computing overtime.

Employees may not accrue over their maximum accrual limit, unless the overage is caused by the Airport and approved by the Administration Department and the Airport Manager.

PTO and Holidays

Employees who do not work on a scheduled Holiday that occurs on a regular work day shall have each holiday charged against Paid Time Off. Time worked on holidays shall count as hours worked for purposes of computing overtime. When a holiday falls on an employee's regularly scheduled day off, no PTO shall be charged or paid for that day.

Observed Holidays

New Year's Day	January 1
Martin Luther King, Jr. Day	3 Rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	2 nd Monday in October
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday in November
Christmas Day	December 25

When a holiday falls on a Saturday, it is observed on the preceding Friday. When the holiday falls on a Sunday, it is observed the following Monday.

Holiday leave shall accrue at a rate of 8 hours per recognized holiday and be added to the employee's Paid Time Off (PTO) accrual, each pay period. (For example, 10 recognized holidays would accrue at a rate of 80 hours per year, or 3.07 hours per pay period).

Except as provided in the following paragraph, employees who are required to work holidays shall be allowed to take PTO at other times during the year as scheduled.

Employees may not accrue over their maximum accrual limit, unless the overage is caused by the Airport and approved by Administration and the Airport Manager.

Scheduling Paid Time Off

Scheduled PTO is distinguished from Unscheduled PTO by the degree of control or discretion that the Airport, through its supervisors and Department Managers, exercise in the scheduling of leave time.

Scheduled Use

Full-time employees are eligible to use accrued PTO after they have completed a minimum of three (3) months of service. The scheduling of time off shall be at the discretion of the supervisor and/or Department Manager based upon operational needs. Every reasonable effort will be made to accommodate the employee's requested Paid Time Off.

Employees must submit a leave request at least four (4) weeks in advance of the use of leave, to the Supervisor or Department Manager. The supervisor or Department Manager has the option of denying or rescheduling the leave to another date and/or time based upon the operation needs of the Airport. If an employee submits a Paid Time Off request less than four (4) weeks prior to the date requested for leave, the request must be approved by the Airport Manager.

Unscheduled Leave

In the event the employee is unable to work due to an unforeseen personal illness or injury or for other unforeseen reasons, the following provisions shall apply:

1. Notification: If unable to report to work for any reason, employees shall communicate this fact to their supervisor or the Administration Department as early as possible. Leaving messages with other employees or on voice mail is not acceptable. Failure to call in when absent will result in forfeiture of pay and may result in disciplinary action up to and including termination.
2. Verification of Need: The employee may be asked to furnish medical verification or other proof that unscheduled use of PTO was unavoidable. Such proof may be requested from the supervisor, the Administration Department, or the Airport Manager.
3. Unscheduled Time without Pay: In the event an employee must be off the job on an unscheduled basis and has not accrued Paid Time Off to cover the absence, he/she may request leave without pay. Time without pay must be requested at least four (4) weeks in advance, and approved by the Airport Manager.

Payment for PTO at Separation

Upon separation, employees will be paid for all accrued but unused PTO.

Paid Sick Leave

Full-time employees are credited three and one half (3.5) hours of sick leave per pay period. Sick leave benefits are intended solely to provide income protection in the event of illness or injury, and may not be used for any other absence.

Sick leave accumulates from year to year with a maximum accrual limit of 520 hours.

Effective *May 20, 2015*, employees with a Sick Leave bank in excess of 520 hours will be permitted to keep the unused leave for future use. Employees with a Sick Leave balance in excess of 520 hours will only be permitted to use a maximum of 520 hours in a 12-month period.

Upon separation, employees will not be paid for unused Sick Leave.

Unscheduled use of PTO will be used for a period of three (3) consecutive days before Sick Leave is authorized. In the event a need for continued time off is necessary, employees shall be allowed to use Sick Leave for the remainder of the leave. The employee may be asked to bring medical certification verifying their illness.

Eligible employees may use sick leave for an absence due to their own illness or injury. In addition, sick leave may be authorized for a period of forty-hours (40 hours) for any immediate family-member illness. This will be permitted only after three (3) consecutive days of Paid Time Off have been used. Employees must submit a note to Administration from an appropriate healthcare provider to be considered for the use of Sick Leave.

In the event of your documented life threatening illness/injury, or the need of an immediate family member, additional sick leave may be granted depending on the Airport's ability to accommodate additional leave and with approval of the Administration Department or Airport Manager.

Employees who are on Sick Leave will continue to accrue paid time off and sick leave for up to thirty (30) consecutive days. After thirty (30) consecutive days, paid time off and sick leave will stop accruing.

For the purpose of this policy, immediate family is defined as:

- | | |
|-----------------|---------------|
| ▪ Brother | ▪ Spouse |
| ▪ Child | ▪ Stepbrother |
| ▪ Father | ▪ Stepchild |
| ▪ Father-in-law | ▪ Stepfather |
| ▪ Mother | ▪ Stepmother |
| ▪ Mother-in-law | ▪ Stepsister |
| ▪ Sister | |

Civic Duties

Grand Junction Regional Airport encourages each of its employees to accept his or her civic responsibilities. We are a good corporate citizen, and are pleased to assist you in the performance of your civic duties.

Jury Duty: ~~If you receive a call to jury duty, please notify your supervisor immediately so he or she may plan the department's work with as little disruption as possible.~~

~~In accordance with State law, employees who serve on a jury will be compensated at the rate of fifty dollars (\$50.00) per day for the first three days of jury service. Employees who are released~~

~~from jury service before the end of their regularly scheduled shift or who are not asked to serve on~~

An employee served with a summons to jury duty must inform his/her supervisor by the next regular work day and provide a copy of the summons. Employees will receive leave for jury duty. An employee who is called to perform jury duty will receive their regular compensation for any regularly scheduled working hours spent in the actual performance of such service. However, if an employee is scheduled to work a night shift on the same day the employee serves on a jury, the employee will be granted leave from work for the entire day and will receive their regular compensation for the hours they would have worked on the night shift. Employees shall remit to the Airport any pay (excluding expense reimbursement) received from the government for jury duty that covers the same period for which the employee is receiving pay from the Airport. The Airport's obligation to pay compensation while an employee is on jury duty is conditioned on the employee providing the Airport with a jury service certificate from the Court confirming that the employee was on jury duty for that period. Except as otherwise provided herein, employees are expected to return to work on any day or portion of day they are released from jury duty.

Witness Duty: If you receive a subpoena to appear in court, please notify your supervisor immediately. You are expected to return to work as soon as your service as a witness is completed.

Voting: If you would like to vote in a public election, but do not have sufficient time to vote during non-work hours, you may arrange to take time off from work with pay to vote. To receive time off for voting, you must obtain advance approval from your supervisor and must take the time off to vote either at the beginning or end of your work shift. The Grand Junction Regional Airport reserves the right to request a copy of your voter's receipt following any time off to vote.

-FAMILY AND MEDICAL LEAVE

To the extent that the Family and Medical Leave Act (FMLA) applies, eligible employees may receive a total of 12 workweeks of unpaid leave during any 12-month period. This Act provides for leave in connection with incapacity due to pregnancy, prenatal medical care or childbirth; the care of the employee's child after birth or placement for adoption or foster care; the care of a child, spouse, as that term is defined by the FMLAA, or parent who has a serious health condition; or serious health condition of the employee that makes the employee unable to perform the employee's job.

For purposes of this policy, a serious health condition is an illness, injury, impairment, or physical or mental condition that involves either:

1) An overnight stay in a medical care facility, OR

2) Continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents a qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive full calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Military Caregiver Leave

Military caregiver leave is available to care for a “covered servicemember” with a “serious injury or illness” as those terms are defined by the FMLA. Eligible employees may take up to 26 weeks of leave to care for a covered service member during a single 12-month period. FMLA leave already taken for other FMLA circumstances will be deducted from the total 26 weeks available for military caregiver leave.

Eligible employees with a spouse, child, or parent on covered active duty or called to covered active duty status may also use their 12-week FMLA leave entitlement to address certain qualifying exigencies as set forth in the FMLA.

Eligibility and Terms of Leave

An employee is eligible for family leave if he/she has been employed by the Airport for at least 12 months and has worked at least 1,250 hours during the 12-month period preceding the requested leave. Leave will consist of accumulated paid leave and leave without pay.

Intermittent leave or leave on a reduced leave schedule may be approved to coincide with a health treatment plan or other appropriate requirements for an individual employee, spouse, parent, or child. Such intermittent leave must be determined to be medically necessary by a health care provider. Leave due to qualifying exigencies may also be taken on an intermittent basis. Employees taking approved intermittent leave or reduced schedule leave may be required to temporarily transfer to another job with equivalent pay and benefits that better accommodates that type of leave.

When necessary FMLA leave is foreseeable, the employee must provide the Airport with at least 30 days’ notice before the date the leave begins. If the event requires leave to begin in less than 30 days, the employee must provide such notice as is practicable and make a reasonable effort to schedule the treatment to avoid unduly disrupting Airport operations. A family member of the employee may give the notice if the employee is unable to do so.

Employees must provide sufficient information for the Airport to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Employees must also inform the Airport if the requested leave is for a reason for which FMLA leave was previously taken or certified. The Airport may also require that a request for FMLA leave be supported by a certification and periodic recertification supporting the need for leave. If notification and appropriate certification are not provided in a timely manner, approval of leave may be denied.

The Airport will inform employees requesting leave whether they are eligible under FMLA. If they are, the notice will specify any additional information required. If they are not eligible, the Airport will provide the reason for the ineligibility. The Airport will also inform employees if

leave will be designated as FMLA protected and the amount of leave counted against the employee's leave entitlement. If the Airport determines that the leave is not FMLA-protected, the Airport will notify the employee.

The Airport will not interfere with, restrain, or deny the exercise of any right provided under FMLA. The Airport will not discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for their involvement in any proceeding under or relating to the FMLA.

Most employees returning from FMLA leave shall be restored to the original or equivalent position with equivalent pay, benefits and other employment terms. Certain highly compensated employees (key employees) may have limited reinstatement rights.

The taking of FMLA leave will not result in the loss of any employment benefit accrued prior to the date on which the leave commenced.

The Airport will maintain equivalent coverage and premium level under the Airport's group health plan for the duration of an employee's FMLA leave. The Airport may recover any benefit premiums paid for the employee if the employee fails to return from leave, unless the failure to return from leave has resulted from a continuation of a serious health condition or other circumstances beyond the employee's control. If an employee is taking FMLA leave without pay, no other fringe benefits will continue to accrue nor will contributions to retirement plans continue during this period.

If an employee fails to report to work promptly at the end of the medical leave, the Airport will assume that the employee has resigned.

Leave Without Pay Not Covered by FMLA

Leave without pay not covered by the FMLA may be granted in cases of emergency and/or when a leave of absence would not be contrary to the best interests of the Airport. Employees are required to exhaust accrued paid time off prior to taking unpaid leave under this section. A leave of absence may be granted only upon written request by an employee who presents the reason for the leave.

A request for a leave of absence without pay may be granted by the Executive Director, at his/her sole discretion, depending on the merits of the individual case.

If approved, an employee may work a modified schedule while taking periods of leave without pay. In this circumstance, the employee will accrue personal time off based on the number of hours actually worked.

If an employee is taking leave without pay, the following conditions will apply:

- a. The Airport may fill a position formerly held by an employee on leave without pay.

- b. Fringe benefits shall not accrue during a period of leave without pay, nor will the Airport make any contributions during such period for retirement or group insurance programs. However, the employee may participate in the group insurance programs during such period, provided the employee deposits in advance with the Airport the amounts necessary to cover the total cost of the premiums. Computation of service, for pension purposes other benefit plans, and the effect of leave without pay will be determined in accordance with the provisions of the applicable plan.
- c. The Airport may make reasonable efforts to reinstate the employee to the same position previously occupied or to a similar position following a leave of absence. The Airport, however, cannot guarantee that the same position or a similar position will be available at the time an employee desires to return to work.
- d. In the event an employee has been granted leave without pay and the Airport decides to fill the position while the employee is on leave, the employee will be given written notice of the Airport's decision and the option to return to work on a designated date. The designated return to work date shall be no less than two (2) weeks after the date of the notice. This notice will be sent via first class mail to the last official address provided by the employee. The employee shall have one week from the date of the notice to advise the Airport whether he or she will return to work on the designated date. If the employee fails to respond timely or advises the Airport that he or she will not return to work on the designated date, the employee shall be deemed to have resigned from his or her employment with the Airport. The resignation shall be effective the date the employee advises the Airport of his or her intent not to return to work or ten days after the date of the notice, whichever occurs first.

Medical Leave Of Absence

Grand Junction Regional Airport is not subject to the Federal Family and Medical Leave Act. However, we have established the following medical leave policy for our employees:

- Brother
- Child
- Father
- Father-in-law
- Mother
- Mother-in-law
- Sister
- Spouse
- Stepbrother
- Stepchild
- Stepfather
- Stepmother
- Stepsister

Full-time employees who have been with the Grand Junction Regional Airport for one (1) year are eligible for unpaid leaves of absence for up to three (3) months for medical reasons. Medical reasons may include illness, injury, medical and surgical procedures, and related medical conditions. Leaves for female employees with disabilities due to pregnancy and childbirth are

available for up to four (4) months and are available regardless of whether they have been employed for one year.

Employees must request a leave of absence if they will be unable to work for medical reasons for a period in excess of five (5) consecutive days. Such requests are subject to management approval and must be made as soon as possible. Each request must be accompanied by a certification from the employee's treating physician or Grand Junction Regional Airport approved physician, which is acceptable to the Grand Junction Regional Airport, which indicates that the employee is unable to return to work. The Grand Junction Regional Airport reserves the right to have employees on a medical leave of absence examined by a physician of the Grand Junction Regional Airport's choice. In no event may an employee's total medical leave of absence exceed three (3) months in any twelve-month period, except for females requesting leave for disabilities due to pregnancy or childbirth. The Grand Junction Regional Airport may require periodic physician's verification of the employee's inability to work. Misrepresenting the reason for applying for a leave of absence may result in disciplinary action, up to and including termination.

Upon the employee's return from a medical leave of absence, we will attempt to return the employee to his or her regular job if it is available. If it is not available, the employee will be placed in a similar job for which the employee is deemed by management to be qualified if such a job is available. If no jobs are available at the time, the returning employee will be given preferential consideration for any position for which he or she applies and for which he or she is deemed by management to be qualified. A returning employee will be given such preferential consideration for a period of sixty (60) days following his or her notifying the Grand Junction Regional Airport in writing that he or she is ready and able to return to work.

Failure to report to work as scheduled following a leave of absence can result in dismissal. Employees who are out on leaves of absence will not accrue paid time off or sick leave after thirty (30) days of leave.

You should speak directly with the Administration Department prior to taking a leave to ensure your understanding of all of your obligations to the Grand Junction Regional Airport while on leave, such as reporting and verification obligations. Failure to comply with Grand Junction Regional Airport policy may substantially affect your ability to return to work.

Bereavement Leave

Our full-time employees are eligible to receive up to three (3) days of unpaid bereavement leave in the event they miss regularly scheduled work days due to the death or funeral of a member of the employee's immediate family.

For the purpose of this policy, immediate family is defined as:

- Brother
- Child
- Father
- Father-in-law ▪ Mother
- Mother-in-law
- Sister
- Spouse
- Stepbrother
- Stepchild
- Stepfather
- Stepmother
- Stepsister

An employee who is notified of a death in his or her immediate family while at work will be paid for the remainder of the scheduled hours that day. The three-day eligibility for unpaid bereavement leave will not commence until the next regularly scheduled work day which is lost. All time off in connection with the death of an immediate family member, as defined above, should be scheduled with your supervisor.

An employee may use any available earned unused paid time off in lieu of this unpaid bereavement leave.

Military Leave Of Absence

Employees who require time off from work to fulfill military duties will be treated in accordance with applicable requirements of State and Federal laws. You are expected to notify the Grand Junction Regional Airport of upcoming military duty by providing your supervisor with a copy of your orders as soon as possible. In addition, spouses and registered domestic partners of military personnel who are home on leave during a period of military deployment may be qualified for 10 days of unpaid leave.

Volunteer Firefighter Leave

Unpaid volunteer firefighter leave is available to any employee who is a recognized voluntary firefighter. If you are a voluntary firefighter, we encourage you to provide documentation of your status to your manager as soon as possible. An employee who is a volunteer firefighter will not be disciplined for failing to report to work because of an emergency summons if the employee provides a written Statement from the chief of the fire department that the employee's absence was due to the response. An employee who is a volunteer firefighter will not be disciplined for leaving work to respond to an emergency summons if the employee is not essential to the operation of daily business, the employee has previously received written documentation from the fire chief notifying the employer of the employee's status as a volunteer firefighter, the emergency is within the response area of the employee's fire department and is of such magnitude that the emergency summons issued requires all firefighters to respond, and the employee later provides documentation from the fire chief verifying the time, date, and duration of the employee's response.

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Colorado Open Records Act (CORA) Request Policy		
PURPOSE:	Information <input checked="" type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Staff recommends the Board adopt Colorado Open Records Act (CORA) Request Policy		
LAST ACTION:	None.		
DISCUSSION:	The Airport Authority has created a single policy outlining the process of requesting materials under the Colorado Open Records Act.		
FISCAL IMPACT:	None		
COMMUNICATION STRATEGY:	None		
ATTACHMENTS:	Colorado Open Records Act (CORA) Request Policy		
STAFF CONTACT:	Mark Papko Email: mpapko@gjairport.com Office: 970-248-8596		

**COLORADO OPEN RECORDS ACT POLICY AND PROCEDURES
GRAND JUNCTION REGIONAL AIRPORT
GRAND JUNCTION, COLORADO**

I. Intent

It is the policy of the Grand Junction Regional Airport Authority (“GJRAA”) that all public records shall be open for inspection by any person at reasonable times, except as provided by the Colorado Open Records Act §24-72-201, et seq., C.R.S. (the “Act”) or by other laws or court order. In the event the Act is amended, this Policy will be deemed amended to be consistent with the amended Act.

Pursuant to the Act, this Policy sets forth GJRAA rules, regulations and policies that are reasonably necessary for the protection of public records, for the prevention of unnecessary interference with the regular performance of duties by employees of the GJRAA, and for enabling timely access to public records of the GJRAA that are subject to disclosure under the Act.

This Policy does not apply to informal requests for information or records that are not specifically submitted pursuant to the Act.

II. Definitions

The definitions provided in §24-72-202, C.R.S., as amended from time to time, shall apply in and to this Policy unless the context clearly requires a different meaning.

III. Procedures

- A. The Clerk to the Board (the “Clerk”) is the official custodian of all public records maintained by the GJRAA. The Clerk will consult and coordinate with GJRAA’s General Counsel in processing and responding to requests for public records under the Act.
- B. Requests for public records must be made in writing and may be mailed, emailed or sent via facsimile.
- C. Requests should be specific as to the records sought and the relevant dates. Requests for correspondence must identify the parties to the correspondence. For any request that is vague or broadly stated the Clerk may contact the party making the request in an attempt to clarify and narrow the request.
- D. If a requesting party is unable to identify the specific document(s) sought, the requesting party is encouraged to contact the Clerk in advance of submitting the request for assistance in providing the requisite specificity.
- E. When feasible, the GJRAA will endeavor to provide electronic copies or files to a requesting party if such alternative is significantly less burdensome to provide than paper records. When responsible records cannot be easily or cost-effectively

provided electronically, the Clerk will work with the requester to schedule a time during GJRAA's business hours to inspect the records in person.

- F. The Act does not guarantee access to public records in a specific format. When the production or review of records in a specific format would interfere with the regular discharge of the Clerk's duties or levy an undue burden on the GJRAA, the Clerk will determine the appropriate format for the records to be produced. The GJRAA may require that members of the public only be allowed to review copies of documents when the Clerk determines that allowing access to originals could interfere with the regular discharge of duties of the GJRAA or its staff or production of original records could jeopardize the condition of the records.
- G. The Clerk shall maintain a master log of all records requests under the Act.

IV. Time for Response to Public Records Requests

- A. The normal time for production of documents by the GJRAA shall be three (3) working days. Such period shall begin on the first business day after the request is received. The date that a written request is received by the Clerk will constitute the date of receipt. The date on which the Clerk provides confirmation and approval of receipt of an e-mailed public records request shall be constitute the date of receipt of the e-mailed request. Notwithstanding the foregoing, requests received outside of normal business hours, on holidays, and over weekends will be deemed received no earlier than the next business day.
- B. The period within which the Clerk must make the requested documents available for review may be extended for an additional seven working days if the Clerk determines that one of the extenuating circumstances described in §24-72-203(3)(b)(I) – (III) of the Act exists. A finding by the Clerk that an extenuating circumstance exists shall be provided to the requesting party in writing within the first three working days after receipt of the party's public records request.
- C. If the public records requested are not in the custody or control of the Clerk, the Clerk shall immediately notify the person requesting the records of this fact. Such fact shall be communicated in writing if written communications are requested by the person making the public records request. Any such notification by the custodian shall state in detail to the best of the Clerk's knowledge and belief the reason for the absence of the records from the Clerk's custody or control, the location of the records if known, and who has custody or control of the records.
- D. If the public records requested are in active use or are in storage and, therefore, are not immediately available, this fact shall be immediately communicated by the Clerk to the person requesting the records. Such fact shall be communicated in writing if written communications are requested by the person making the public records request.

- E. When the Clerk receives a public records request, the Clerk will provide a cost estimate to the requester. The cost estimate will include the estimated time needed to complete the research, retrieval, copying, redaction, assembly, transmission and any other activities.
- F. If the estimated cost of complying with the public records request is \$50.00 or more, the Clerk will require the person making the request to pay a deposit toward the GJRAA's estimated cost of compliance prior to the Clerk compiling the records and fulfilling the request. The Clerk will return any amount of the deposit in excess of the actual costs, and shall collect any amount by which the actual costs exceed the amount deposited. No copies shall be released until all amounts due have been paid.
- G. No work to complete the request will begin until the requester approves the cost estimate and pays the deposit, if applicable. The timeframe the Clerk has to complete the request will be tolled during the time period between notification to the requester and approval and payment of the deposit by the requester.

V. Schedule of Fees

- A. In all cases in which a person has the right to inspect a public record, the person may request a copy, printout, or photograph of the record. The Clerk shall furnish a copy, printout, or photograph of the record and shall charge 0.25 per page of material. In the event production of a copy of the record exceeds the costs set forth in this section, including copies made utilizing an outside source, the party making the request will be charged the actual cost to provide the copy.
- B. The Clerk shall charge to the person making the public records request \$20 per hour (15 minute increments) of staff time spent on research and retrieval services in excess of one hour. There shall be no charge for the first hour of time for research and retrieval of records. If more than one staff member is involved with a records request, each person's time shall be combined to reflect the actual amount of research time. Such research and retrieval services includes identification and segregation of documents that need not be disclosed.

VI. Closure of Request

A public records request is deemed closed by the GJRAA under any of the following scenarios:

- A. After records made available for inspection have been inspected by the party making the request and no copies of these records have been requested;
- B. After records made available for inspection have been inspected by the party making the request and requested copies have been provided consistent with this Policy; or

- C. After records have been made available for inspection for ten business days and the requestor has (i) failed to make arrangements for inspection; (ii) failed actually to inspect the records after arrangements have been made; or (iii) failed to provide advance payment as required.
- D. A party making a request whose request has been closed under this section and who still wishes to inspect the same records must submit a new request.

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Executive Director Board Membership		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Board approval of Executive Director membership on the Hilltop Community Resources Board of Directors.		
LAST ACTION:			
DISCUSSION:	Angela Padalecki has been selected to the Hilltop Board for a three year term beginning fall 2018. The Executive Director Contract requires Airport Authority Board concurrence for all outside Board memberships.		
REVIEWED BY:	n/a		
FISCAL IMPACT:	n/a		
COMMUNICATION STRATEGY:	None.		
ATTACHMENTS:	none		
STAFFCONTACT:	Angela Padalecki		

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Tenant sublease renewal: Barnabas Counseling Center		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Staff recommends that the Board approve the renewal of the non-aeronautical ground sublease between Sky Adventures, LLC and Barnabas Counseling Center.		
LAST ACTION:	N/A		
DISCUSSION:	The above non-aeronautical tenant wants to renew their sublease office space out of the Sky Adventures building from Sky Adventures, LLC. This renewal has to go to the board because it's a non-aeronautical lease. This tenant occupies less than 2% of the sky adventures building and have to be renewed annually.		
FISCAL IMPACT:	None		
COMMUNICATION STRATEGY:	N/A		
ATTACHMENTS:	First page of each renewal agreement with Sky Adventures; Tenants-percentage of building.		
STAFF CONTACT:	Chance Ballegeer Airport Security Coordinator Email: cballegeer@gjairport.com Office: 970-248-8586		

SKY ADVENTURES BUILDING
EXTENSION OF SUBLEASE AGREEMENT

THIS EXTENSION OF SUBLEASE AGREEMENT ("Sublease Extension") is made and entered into this 1st day of June 2018, by and between SKY ADVENTURES, LLC, 817 Falcon Way, Suite 201, Grand Junction, Colorado 81506 ("Tenant") and BARNABAS COUNSELING CENTER, 2993 Black Hawk Way, Grand Junction, CO 81503 ("Subtenant").

Tenant and Subtenant do hereby covenant, contract, and agree as follows:

1. PREVIOUS LEASE TERM: Tenant and Subtenant entered a Landlord-Tenant relationship by virtue of a previously executed Sublease Agreement, dated June 20, 2017, ("Sublease Agreement"), and incorporated herein by reference thereto for Suite 210 of the Sky Adventures Building. Term of said Sublease Agreement commenced on the 1st day of July, 2017 and is set to expire on the 30th day of June, 2018.

2. EXTENSION OF TERM OF SUBLEASE: Tenant and Subtenant hereby extend and continue the term and duration of the above described Sublease Agreement and incorporate herein by reference all the terms and conditions of said Sublease Agreement. Said Sublease Agreement shall continue and extend for an additional term, commencing on the 1st day of July, 2018, and expiring on the 30th day of June, 2019, unless renewed or extended pursuant to the conditions set forth in said Sublease Agreement.

TENANT:

SKY ADVENTURES, LLC

By: 

Leslie J. Henderson
Building Manager

Date: 6/28/18

SUBTENANT:

BARNABAS COUNSELING CENTER

By: 

Dr. Carl Krause

Date: 6-26-2018

By: 

JoLynn Krause

Date: 6-26-2018

GRAND JUNCTION REGIONAL
AIRPORT AUTHORITY

By: _____

Date: _____

**SKY ADVENTURES BUILDING
TENANTS - PERCENTAGE OF BUILDING
AS OF 08/01/17**

<u>ENTITY</u>	<u>LEASED SQ. FT.</u>	<u>% OF BLD TOTAL SQ. FT.</u>	<u>Aero or Non Aero</u>
John Williams Legal	663.0	3.83%	Non Aero
Executive Command Dynamics	184.0	1.06%	Non Aero
Gateway Canyons Resort	150.0	0.87%	Non Aero
Barnabas Counseling Center	273.0	1.58%	Non Aero
Guido Schulte Real Estate	140.0	0.81%	Non Aero
Sub-total Current Leased Space sq. ft.	1410.0	8.13%	
VACANT SPACES			
Suite 203	183.00	1.06%	
Suite 205/206	618.0	3.57%	
Suite 207	275.0	1.59%	
Suite 211	140.0	0.81%	
Suite 213	400.0	2.31%	
Hangar	4920.0	28.39%	
Third Floor - unfinished space	5106.0	29.46%	
Sub-total Current Vacant Space Sq. ft.	11642.0	67.17%	
Common Areas	4051.0	23.37%	N/A
Management Office	90.0	0.52%	N/A
Suite 209 - Tech Room	139.05	0.80%	
TOTAL BUILDING	17333.0	100.00%	

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Information Technology Maintenance Contract		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Board approval of the option to renew the contract with Sequent Information Systems for an additional year.		
LAST ACTION:	Board approved the option to renew the contract with Sequent Information Systems for an additional year during the August 2017 Board Meeting.		
DISCUSSION:	Sequent Information Systems is extremely familiar with our network which has been of great value to the Airport during this period. Sequent Information Systems continues to provide good Information Technology support. The original contract from 2014 had a term of three years, with two, one year renewal options not to exceed a total of five years. Over the last four years of the contract the Airport's network has grown significantly and the service provided by Sequent has remained at a high level. This would be the last renewal option for this contract and solicitation for a new RFP would take place in 2019.		
FISCAL IMPACT:	Reoccurring Monthly Expense (Maintenance / Email/ Internet/ Phone/ Electronic Recycling) \$4,474.30 Consultation \$110.00 per hour, as needed.		
REVIEWED BY:	Staff		
COMMUNICATION STRATEGY:	None.		
ATTACHMENTS:	Original Contract		
STAFFCONTACT:	Ben Peck bpeck@gjairport.com Office: 970-248-8589		

GRAND JUNCTION REGIONAL AIRPORT IT SERVICES AGREEMENT

This IT Services Agreement (hereinafter "Agreement") is made and entered into on the date hereinafter set forth by and between the Parties herein designated as "Service Recipient" and "Service Provider."

SERVICE RECIPIENT: Grand Junction Regional Airport
Address: 800 Eagle Drive
Grand Junction, Colorado 81506

SERVICE PROVIDER: Sequent Information Systems, LLC
Address: 205 North 4th Street
Grand Junction, Colorado 81501

Definitions

The following definitions shall apply to this Agreement:

(a) "IT Infrastructure" shall mean the computer and other IT hardware listed on Exhibit "1," which is attached hereto and is incorporated herein by reference;

(b) "Services" shall mean the "Operation," "Maintenance," and "Management" of the IT Infrastructure, as defined by the Scope of Services set forth in the Request For Proposal, which is attached hereto and is incorporated herein by reference, and as further defined in this Agreement;

(c) "Operation" shall mean the operation of the IT Infrastructure, including, but not limited to, manipulation and computation of data by the IT Infrastructure, the outputting of such manipulated and computed data by the IT Infrastructure, and communication between elements of the IT Infrastructure;

(d) "Maintenance" shall mean remedial maintenance and preventative maintenance of the IT Infrastructure;

(e) "Management" shall mean the scheduling of the use of IT Infrastructure, procurement of supplies and spare parts therefore, and recommendation of changes and additions thereto;

(f) "Up-Time" shall mean total time, during any calendar year, that the IT Infrastructure is available for Operation during the time scheduled for Operation divided by the total time scheduled for Operation during such calendar year; and

(g) "Confidential Information" shall mean information, in any form, which is disclosed by Service Recipient to Service Provider, or is otherwise obtained, directly or indirectly, by Service Provider from or on behalf of Service Recipient, that: (a) is by its nature confidential; (b) is designated by Service Recipient as confidential; or (c) that Service Provider knows or should

reasonably know is confidential, which includes, but is not limited to, information relating to the policies, strategies, and procedures of Service Recipient, information related to Service Recipient's business, networks, systems, assets, properties, operations, customers, clients, and tenants, information comprising or relating to any intellectual property rights of Service Recipient, information in any way relating to the finances of Service Recipient, and any information relating to the personnel of Service Recipient, including any personal information or sensitive information of individuals employed, hired, or retained by Service Recipient.

Recitals

Whereas Service Recipient is the owner/lessee of the IT Infrastructure for which it desires Service Provider to provide Services for;

Whereas Service Provider desires to provide Services on the terms and conditions set forth herein; and

In Consideration of the promises, conditions, and agreements herein contained, Service Recipient and Service Provider agree as follows:

Agreement

1.0 Description of Services

1.1 Beginning on the 1st day of October, 2014, Service Provider will provide Service Recipient with Services.

1.2 During the term of this Agreement, Service Provider shall perform Services, subject to Service Recipient's acceptance and in a manner and quality that is acceptable to Service Recipient, through Service Provider's employees who are skilled in the Operation and Maintenance of the IT Infrastructure. Service Recipient may, for any reason; request that Service Provider's employees be replaced with other skilled employees of Service Provider.

1.3 The IT Infrastructure shall be available for Operation, during the term hereof, with an Up-Time of 99.95 percent, twenty-four hours a day, three-hundred and sixty-five days per year, including all federally recognized holidays. The Up-Time calculations shall not include any scheduled maintenance.

1.4 To the extent any Maintenance is required to be performed, Service Provider shall ensure that the Services being provided to Service Recipient, to the fullest extent possible, remain uninterrupted so that normal business operations may continue.

1.5 The performance of Service Provider under this Agreement shall include Service Provider's procurement of reasonable supplies and spare parts sufficient to ensure the Operation of the IT Infrastructure.

1.6 Service Recipient may increase or decrease service at its discretion. Additionally, service costs may change if services are amended, and in order to accurately reflect any changes, Service Provider will provide Service Recipient with an updated scope of services and associated fees.

1.7 All services and products provided by Service Provider are subject to Service Provider's business policies, practices, and procedures, which can change, but if those changes effect the Services and products being provided to Service Recipient, Service Provider must provide thirty (30) days written notice to Service Recipient of those changes. If Service Recipient deems these changes to materially affect or alter the Services and products being provided, Service Recipient may terminate this Agreement. Any changes to the terms and conditions of this Agreement, including any prices charged to Service Recipient by Service Provider, must be done in conformance with Section 21.0, below.

1.8 If Service Provider makes any change that Service Recipient believes materially affects or alters the Services or products being provided, Service Recipient may terminate this Agreement, without penalty, provided that it gives Service Provider thirty (30) days notice of its desire to cancel the contract.

2.0 Payment

2.1 Service Provider will deliver to Service Recipient, on a monthly basis, a summary billing statement or invoice that attaches copies of any document evidencing the cost of goods and materials provided during the preceding billing period. Upon Service Provider tendering an accurate and sufficient summary billing statement or invoice to Service Recipient, Service Recipient will have 10 calendar days to make payment to Service Provider.

2.2 Payment shall be made to Service Provider, by check, sent via U.S. Mail, postage prepaid, to 205 North 4th Street, Grand Junction, Colorado 81501, unless Service Recipient and Service Provider agree that payment can be made in some other form or unless Service Provider provides Service Recipient with written notice that payment should be sent to another location.

2.3 If Service Recipient's payment is overdue by thirty (30) days or more, in addition to any of its other rights or remedies, Service Provider may, after providing Service Recipient with written notice about the overdue payment and then providing Service Recipient fifteen (15) days to pay any outstanding balance, suspend any service provided to Service Recipient, without liability, until such amounts are then paid in full.

3.0 Term

3.1 This Agreement will remain in effect for a period of three (3) years.

3.2 This Agreement may, upon mutual agreement between Service Recipient and Service Provider, and according to the terms and conditions of this Agreement, be renewed in one (1) year intervals. However, this Agreement, including any renewals, may not exceed a total of five (5) years, at the option of Service Recipient.

3.3 No termination fee will be assessed to Service Recipient if the termination occurs within three (3) months of the Effective Date of this Agreement. However, if this Agreement is terminated after this three (3) month period, Service Recipient shall only be charged, on a pro rata basis, for the amount of days Services were provided during the month the Agreement was terminated. If Service Recipient terminates the Agreement following the third month after the Effective Date of this Agreement, without cause, Service Recipient shall be charged a termination fee that totals three (3) months of services, and this payment must be made prior to Service Recipient's requested termination date. The payment of this termination fee will be Service Provider's only recourse and remedy for Service Recipient's early termination of this Agreement.

4.0 Intellectual Property/Work Product Ownership

4.1 Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (hereinafter, collectively, "Work Product") first conceived, developed, or reduced to practice, created in whole, or in part, under this Agreement, will be the exclusive property of Service Recipient. As such, Service Recipient shall retain title to, and all ownership rights in, the Work Product, but Service Recipient grants Service Provider the right to access and use the Work Product for the purpose of complying with its obligations under this Agreement.

4.2 Service Provider agrees to execute any documents or take any other actions as may reasonably be necessary, or as Service Recipient may reasonably request, to perfect Service Recipient's ownership of any Work Product.

4.3 Service Provider shall, at no cost to Service Recipient, deliver to Service Recipient, upon Service Recipient's request during the term or at the expiration or termination of all or part of Service Provider's performance hereunder, a current copy of all Work Product in the form and on the media in use as of the date of Service Recipient's request, or as of such expiration or termination, as the case may be.

4.4 If Service Provider provides Service Recipient with telephone numbers, electronic mail (email) addresses, domain names, etc., in the course of delivering Services, Service Provider will maintain these items on Service Recipient's behalf during the term Services are being provided. Upon the expiration of this Agreement or termination of this Agreement, Service Provider will provide Service Recipient reasonable assistance in transferring any telephone numbers, email addresses, domain names, etc., to Service Recipient and/or Service Recipient's new IT services provider, provided that Service Recipient has paid all amounts owed to Service Provider that Service Recipient does not dispute. However, if there is a disputed amount, Service Recipient will pay Service Provider a transfer fee equal to the monthly average of the preceding twelve (12) months of service. This transfer fee will then be credited toward any amount that Service Recipient may be determined to owe, but in the event that this transfer fee is more than what Service Recipient may be determined to owe, Service Provider will be required to pay back any extra payment amounts to Service Recipient.

5.0 Confidential Information

5.1 Service Provider, along with its employees, agents, and representatives, shall keep all Confidential Information confidential.

5.2 Service Provider, along with its employees, agents, and representatives, shall only use Confidential Information to the extent required for the purpose of carrying out its obligations under this Agreement.

5.3 Service Provider, along with its employees, agents, and representatives, shall not disclose, or allow to be disclosed, any Confidential Information to any person, except as permitted under this Agreement.

5.4 Service Provider, along with its employees, agents, and representatives, shall notify Service Recipient, immediately after it becomes aware, of a breach of its obligations under this section.

5.5 Service Provider, along with its employees, agents, and representatives, shall cooperate with Service Recipient, in any reasonable action which Service Recipient may take to protect the confidentiality of its Confidential Information.

5.6 Service Provider is not precluded from disclosing Confidential Information to the extent required by applicable law, a government authority, or court order. However, Service Provider must immediately notify Service Recipient if it becomes aware that such disclosure may be required and provides all reasonable assistance to Service Recipient to intervene in any process or proceeding by which the disclosure of Confidential Information may be compelled. Further, Service Provider must not disclose ~~to~~ more Confidential Information than is strictly required and it must take steps to ensure that the disclosed Confidential Information is treated confidentially.

5.7 Service Provider agrees that the unauthorized disclosure or use of Confidential Information may cause irreparable harm to Service Recipient for which damages may not be an adequate remedy and Service Recipient may take legal proceedings against Service Provider to restrain any breach, or threatened breach, of this section, including obtaining an injunction to restrain such breach.

5.8 Service Provider, along with its employees, agents, and representatives, shall, upon request of Service Recipient, immediately deliver or destroy (and certify such destruction), all documents or materials containing Confidential Information which are in their possession, power, or control. Additionally, upon the termination of this Agreement, Service Provider shall, within 10 calendar days, return all Confidential Information to Service Recipient.

5.9 The obligations of this section will continue to be in effect after the termination of this Agreement, and these obligations will remain in effect until Service Recipient releases Service Provider from them, in writing.

6.0 Indemnification

6.1 Service Provider shall release Service Recipient of any liability for, and shall protect, defend, indemnify, and hold Service Recipient harmless from and against any and all claims, demands, and causes of action of every kind and character that are asserted or brought against Service Recipient on account of the actions, omissions, negligence, gross negligence, and/or recklessness of Service Provider or its agents, employees, representatives, invitees, or licensees.

6.2 Service Provider's indemnification obligations under this section shall be without regard to, and without any right to contribution from, any insurance maintained by Service Provider. Additionally, Service Provider's indemnity obligations under this section shall be supported by insurance, but this insurance requirement shall be a separate and distinct obligation from Service Provider's indemnity obligations, and the insurance and indemnity obligations shall be separately and independently enforceable. Further, Service Provider's indemnity obligations hereunder are not limited by any insurance coverage Service Provider may have.

7.0 Warranties

7.1 Service Provider warrants that it will provide all Services in a timely and workmanlike manner using all reasonable care and skill, as well as according to any descriptions contained in this Agreement. Service Recipient agrees to provide timely written notice of any failure to comply with this warranty so that Service Provider can take corrective action.

7.2 Upon initial installation of any software, Service Recipient warrants that: (i) the unmodified software will provide the features and functions and will otherwise conform to all published documentation; and (ii) the media upon which the software is furnished will be free from defects in materials and workmanship under normal use and service.

7.3 Service Provider will assist Service Recipient in administering any and all warranties for all hardware procured through Service Provider.

8.0 Insurance

8.1 Service Provider shall obtain, before providing Services, and maintain in full force at all times relevant to this Agreement, insurance for the protection of claims under workers' compensation laws. Prior to providing Services, Service Provider, at Service Recipient's request, shall provide Service Recipient with a certification of the maintenance of workers' compensation as required by this section.

8.2 Service Provider shall obtain and maintain in full force at all times:

A. Worker's Compensation and Occupational Disease Insurance in accordance with any and all applicable law or laws, as well as Employer's Liability Insurance with coverage limits of at least \$1,000,000. These insurance policies are to cover

and include sole proprietorships and officers and directors of entities who will be performing work for Service Recipient;

B. Commercial General Liability Insurance with a combined Bodily Injury and Property Damage limit of not less than \$1,000,000.00) per occurrence and \$2,000,000 in the aggregate;

C. Umbrella/Excess Liability Insurance with a limit of no less than \$1,000,000 per occurrence;

D. Technology Errors and Omissions Insurance with a limit of no less than \$1,000,000 per occurrence.

E. Cyber Liability Insurance with a limit of no less than \$1,000,000 per occurrence.

9.0 Breach and Remedies for Breach

9.1 Any one or more of the following acts or omissions of Service Provider shall constitute a breach:

A. products or services furnished by Service Provider that fail to conform to any requirement of this Agreement; or

B. the failure to submit any report required by this Agreement; or

C. the failure to perform any of the other covenants and conditions of this Agreement; or

D. the insolvency or bankruptcy of Service Provider; or

E. the subjection of property to any levy, seizure, general assignment for the benefit of creditors, or application or sale for or by any creditor.

9.2 Upon the occurrence of any breach of this Agreement, either Service Provider or Service Recipient may take either one, or both, of the following actions:

A. give the breaching party a written notice specifying the event of the breach and requiring it to be remedied within, in the absence of a greater specification of time, thirty (30) days from the date of the notice; and if the event of breach is not timely remedied, terminate this contract upon giving the breaching party notice of termination; or

B. treat this Agreement as materially breached and pursue any available remedy at law or in equity, or both.

9.3 No failure by either Service Recipient or Service Provider to enforce any provisions hereof after any event of a breach shall be deemed a waiver of rights with regard to that event, or any subsequent event. No express failure of any event of a breach shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of Service Recipient or Service Provider to enforce each and all of the provisions hereof upon any additional or other breach on the part of the breaching party.

10.0 Termination of Agreement

10.1 Service Recipient or Service Provider may, by 30 day written notice to the other party, terminate this Agreement, in whole, or in part, at any time the other party fails to perform its obligations under this Agreement and/or a breach of the Agreement occurs, including a breach outlined in Section 9, above.

10.2 Service Recipient or Service Provider, at its sole discretion, may terminate or reduce the scope of this Agreement if available funding is reduced for any reason, or if Service Recipient or Service Provider is directed to terminate or reduce the scope of this Agreement by any governmental agency, court order, or binding legal authority.

10.3 Service Recipient or Service Provider may terminate, at their sole discretion, this Agreement upon 30 days written notice if either Party discovers any misconduct or undisclosed breaches of confidentiality or due to any other action or omission that creates an undue hardship with respect the working relationship of the Parties or puts either Party in an untenable position with respect to that Party's performance under this Agreement.

11.0 Assignment, Transfer, and Subcontracting

11.1 Service Provider shall not assign, transfer, or subcontract any portion of this Agreement without the express, written consent of Service Recipient.

12.0 Damages

12.1 Service Provider and Service Recipient agree that it may be difficult, if not impossible, to accurately determine the amount of damages that Service Recipient may incur, if Service Provider fails to maintain the Up-Time required hereunder. Accordingly, it is agreed that Service Provider will pay Service Recipient \$1,000 for every twelve (12) hours that the Up-Time of the IT Infrastructure is below the required percentage of Up-Time as stated in Section 1.0, above. This liquidated damages amount shall be payable to Service Recipient in the form of a credit at the end of the month in which such failure(s) occurred.

12.2 Nothing in Section 12.1, above, shall be deemed to be a waiver of, or in any way limit or effect any damages, whether they be special, incidental, consequential, punitive, direct, or indirect, as a result of any breach of this Agreement or as a result of any other claim/cause of action that may occur or arise out of this Agreement and the Services provided.

13.0 Compliance with Laws

13.1 Service Provider must, in performance of Services under this Agreement, fully comply with all applicable federal, state, or local laws, rules, and regulations.

14.0 Patent and Copyright Protection

14.1 In the event of any claim by any third-party against Service Recipient that the products furnished under this Agreement infringe upon or violate any patent or copyright, the Service Recipient shall promptly notify Service Provider. Service Provider shall then defend the claim, in the Service Recipient's name, or in its own name, as appropriate, but at Service Provider's expense. Service Provider will indemnify Service Recipient against all costs, damages, and attorney's fees that accrue as a result of any such claim. Such indemnification will be conditional upon the following:

A. Service Recipient will notify Service Provider of the claim; and

B. Service Recipient will allow Service Provider to control, and will cooperate with Service Provider in the defense of the claim and any related settlement negotiations, provided that Service Provider will permit Service Recipient to participate in the defense of any such claim, with counsel of its choosing and Service Recipient shall not enter into or agree to any settlement containing any admission of, or stipulation to, guilt, fault, liability, or wrongdoing absent Service Recipient's consent.

14.2 If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then Service Provider may, at its option, procure for Service Recipient the right to continue using the alleged infringing product, or modify the product so that it becomes non-infringing, or replace it with one that is at least functionally equivalent. If none of the above options can be accomplished, or if the use of such product by Service Recipient shall be prevented by injunction, Service Recipient agrees to return the product to Service Provider on written request. Service Provider will then give Service Recipient a credit equal to the amount paid to Service Provider for the creation of that Work Product. However, Service Recipient is not precluded from seeking other remedies available to it in equity or law for any damages it may sustain due to its inability to continue using such product.

15.0 Meetings Regarding Technical or Contractual Problems

15.1 Service Provider is required to meet with Service Recipient's personnel, or designated representatives, at no additional cost to Service Recipient, to resolve technical or contractual problems and issues that may occur during the term of this Agreement. Meetings will occur as problems arise and will be coordinated by Service Recipient. Failure by Service Provider to participate in problem resolution meetings or its failure to make a good faith effort to resolve problems and issues may result in termination of this Agreement as these failures will be deemed to be material breaches of this Agreement.

16.0 Transition Assistance

16.1 If this Agreement is not renewed at the end of the term, or if it naturally expires, or if the Agreement is terminated for any reason, Service Provider must provide for a reasonable, mutually agreed period of time after the expiration or termination of this Agreement, all reasonable transition assistance requested by Service Recipient, to allow for the expired or terminated portion of Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of the Services to Service Recipient or its designees. Such transition assistance will be deemed to be governed by the terms and conditions of this Agreement, except for those terms or conditions that do not reasonably apply to such transition assistance. Service Recipient shall pay Service Provider for any resources utilized in performing such transition assistance at the most current rates. If there are no established rates, then the rate shall be mutually agreed upon. If Service Recipient terminates this Agreement for cause, then Service Recipient will be entitled to offset the cost of paying Service Provider for the additional resources Service Provider utilized in providing transition assistance with any damages Service Recipient may have as a result of said termination.

17.0 Attorneys Fees & Punitive Damages

17.1 In the event of litigation or arbitration to resolve any claim made by either Service Recipient or Service Provider pursuant this Agreement, the prevailing party shall be entitled to its costs and attorney fees incurred as a result of such litigation or arbitration. Service Recipient and Service Provider also intentionally waive all rights to recover punitive or exemplary damages from the other.

18.0 Governing Law

18.1 This Agreement shall be interpreted and governed in accordance with the laws of the State of Colorado, as well as any applicable federal law. Venue for any disputes arising from, or relating to, this Agreement shall be in Mesa County, Colorado.

19.0 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

19.0 The Service Provider certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency.

20.0 Force Majeure

20.1 Neither Service Recipient nor Service Provider shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, carrier outages outside the control of Service Recipient or Service Provider, or any other causes, directly or

indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

21.0 Entire Agreement

21.1 No modification of the terms of this Agreement shall be valid, binding, or enforceable unless made in writing and signed by both Service Recipient and Service Provider. This Agreement constitutes the entire agreement between Service Recipient and Service Provider relating to the subject matter hereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Agreement.

22.0 Severability

22.1 In the event any part of this Agreement is found to be void, illegal, invalid, or unenforceable under any present or future law, then the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though such part was deleted.

23.0 Notice

23.1 Any notice or communication required or permitted by this Agreement shall be sufficiently given if delivered in person, or by certified mail, return receipt requested, to the address set forth in the opening paragraph to this Agreement, or to such other address as either Service Provider or Service Recipient may have furnished to the other in writing.

24.0 Facsimile or Electronic Signatures

24.1 Facsimile or electronic transmission of a signature shall be sufficient to evidence the execution of this Agreement.

25.0 Captions

25.1 The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part thereof.

26.0 Binding Effect

26.1 This Agreement shall be binding upon and inure to the benefit of Service Provider and Service Recipient and their respective heirs, successors, and assigns.

IN WITNESS THEREOF, Service Recipient and Service Provider have executed this Agreement on the date set forth next to their signatures.

CAUTION: READ BEFORE SIGNING.

SERVICE PROVIDER

By: _____

Authorized Representative

Date: _____

10-2-14

SERVICE RECIPIENT:

By: _____

Mr. Steve Wood
Chairman of the Board

Date: _____

9-19-14

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Loading Bridge Ball Screw Replacement		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Board authorize the Executive Director to award the work to Elite Terminal Services, authorize the payment of funds for the acquisition of parts prior to the work commencing, and authorize the payment of the remaining balance once the work has been completed.		
LAST ACTION:	None		
DISCUSSION:	<p>During a repair of the east loading bridge in 2017 it was recommended that the ball screws be replaced. This replacement was budgeted for in the 2018 budget with an amount of \$20,000. A second opinion was obtained from a technician performing the annual maintenance on the bridge. The technician concurred that the ball screws are in need of replacement.</p> <p>Staff solicited quotations from Ameribridge, Elite Terminal Services, and JBT. Two quotations were received and can be found in the attached Price Comparison for Purchases of Goods, Materials, Supplies & General Services.</p>		
FISCAL IMPACT:	Total \$19,152.00		
REVIEWED BY:	Staff		
COMMUNICATION STRATEGY:	None.		
ATTACHMENTS:	Price Comparison for Purchases of Goods, Materials, Supplies & General Services		
STAFFCONTACT:	Ben Peck bpeck@gjairport.com Office: 970-248-8589		

**Price Comparison for Purchases of
Goods, Materials, Supplies & General Services
\$500 to \$10,000**

EVERY PURCHASE OVER \$10,000 MUST BE APPROVED BY BOARD OF COMMISSIONERS

General

To comply with the requirements of our Purchasing and Procurement Policy, you must document a basis for vendor selection and proof of reasonable price by performing a price comparison. If there is justification for not performing a price comparison, document the justification!

Instructions

1. This document is required to be complete and retained for all purchases of goods, services, supplies, and general services between \$500 and \$10,000.
2. This form should not be used to document a Request for Proposal process.
3. Please submit this completed form, and any other documentation to the appropriate Department Manager, prior to purchase, for pre-approval.

PRICE COMPARISON DOCUMENTATION

NAME OF PERSON COMPLETING FORM: Manuel Menestas

DATE: 6/19/2018

Please attempt to obtain three or more competitive price quotes. Vendors may submit phone, fax, or email price quotes. Online quotes are accepted, but you must obtain at least one quotation in another form.

Items/Services to be purchased:

Items 1: Replace 2 Ballscrews (Lift Tubes) east bridge

Items 2: _____

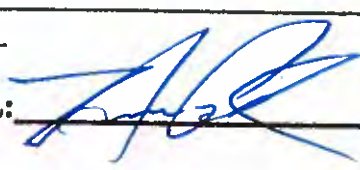
Items 3: _____

PRICE COMPARISON TABLE

	Vendor Name	Vendor Name	Vendor Name	Vendor Name	Vendor Name
Vendor Contact Name, Phone, and Email	Ameribridge	Elite Services	JB T		
Item 1 – Price Quotation	25,810.00	19,152.00	NO quote		
Item 2 – Price Quotation					
Item 3 – Price Quotation					

PURCHASE AWARDED TO (VENDOR NAME): Elite Terminal Services

If lowest priced vendor DID NOT receive award, please explain: _____

DEPARTMENT MANAGER APPROVAL: 

AIRPORT MANAGER APPROVAL (IF REQUIRED): _____

If a price comparison WAS NOT performed, please complete the following:

Check the appropriate box, or fill out the "other section."

Purchase requires brand compatibility with existing equipment and is available only from the manufacturer or sole authorized distributor.	<input type="checkbox"/>
Purchase requires a match of currently owned product (e.g., furniture).	<input type="checkbox"/>
Product is under warranty and therefore, purchase was made through the manufacturing company, so that the warranty is not jeopardized.	<input type="checkbox"/>
Emergency Purchase (Must comply with the emergency purchase section of the purchasing and procurement policy).	<input type="checkbox"/>

Elite Terminal Services
PO BOX 318
HENEFER, UT 84033
eliteterminal@yahoo.com



ESTIMATE

ADDRESS

Grand Junction Regional
Airport

ESTIMATE # 1045

DATE 05/02/2018

ACTIVITY	AMOUNT
Quote for ball screw replacement at GJT Airport:	
Services	19,152.00
Price to provide (2) ball screws and installation (ETS will provide a forklift to remove and replace the ball screws, and will utilize GJT's manlift):	
***IF CUSTOMER PROVIDES THE BALL SCREWS OUR INSTALLATION PRICE IS \$6,500.00	
***COST FOR THE MATERIALS WILL NEED TO BE PAID FOR IN ADVANCE.	
***IF THE BOTTOM PLATES ON THE BALL SCREWS NEED TO BE REPLACED, AN ADDITIONAL \$1,700.00 WILL APPLY.	
TOTAL	\$19,152.00

Accepted By

Accepted Date



5425 Poindexter Drive; Indianapolis, IN 46235
Phone (317) 826-2000; Fax (317) 826-2005

24-Apr-18

Quote #4749 R2

Grand Junction Regional Airport Authority
2828 Walker Field Drive
Grand Junction, CO 81506
Attn: Manny

Re: Inspect, Provide, and Install Dew Radial Ballscrews
Grand Junction Regional Airport Authority

We propose to furnish materials, labor, tools, cranes, trucks, and equipment per our interpretation of the following listed items:

ITEM NO.	ITEM	QTY	UNIT PRICE DOLLARS	TOTAL AMOUNT DOLLARS
1	PROVIDE (1) SET DEW RADIAL BALLSCREWS--COMPLETE ASSEMBLY	1	\$ 13,045	\$ 13,045
2	INSPECT (1) SET DEW RADIAL BALLSCREWS (*see note below)	1	\$ 5,296	\$ 5,296
3	PROVIDE (2) NEW BOTTOM PLATES FOR LIFT COLUMNS	1	\$ 1,670	\$ 1,670
4	MOBILIZATION / DEMOBILIZATION TO GJT	1	\$ 5,331	\$ 5,331
TOTAL				\$ 25,341

*Inspection will consist of total removal and disassembly of the lift column assembly along with re-installation

Assumptions:

GJRA to provide a scissor lift, Pricing assumes one mobilization to GJT. New top bearings and ball nut included in the cost of the ballscrews. A credit will be given for bottom plates if the old ones are useable.

Exclusions:

Retalnage, Engineers calculations or stamp, Liquidated damages, Barricades, Escorts, Building electrical upgrades, Night work, Union labor, Scissor Lift Rental; Anything not specifically included.

Quotation valid for 60 (sixty) days.

Please feel free to call me if you have any questions or concerns about this proposal. Thank you for your interest in AmeriBridge LLC.

Sincerely,

Zach Hartman
Project Manager
Office (317) 826-2000
Mobile (317) 410-2686

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Runway Rubber Removal, Airfield Painting, and Runway Friction Testing		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Board authorize the Executive Director to award the described work to Straight Stripe and authorize the payment of the balance once the work has been completed.		
LAST ACTION:	None		
DISCUSSION:	<p>The airfield is in need of rubber removal, painted centerline stripes, and designation numbers on RWY 11/29. Before and after work is completed friction runs will be conducted for quality assurance/FAA Advisory Circular guidelines.</p> <p>Reaching out to three different companies: Hi-Lite – No quote based off of internal scheduling Kolby Striping – No response Straight Stripe – Quote attached.</p> <p>Staff recommends work be awarded to Straight Stripe. Quotation provided seems fair and reasonable.</p>		
FISCAL IMPACT:	Total \$41,722.00		
REVIEWED BY:	Staff – Mark Papko		
COMMUNICATION STRATEGY:	None.		
ATTACHMENTS:	Straight Stripe quotation		
STAFFCONTACT:	Mark Papko mpapko@gjairport.com Office: 970-248-8596		

Straight Stripe Painting, Inc.®

1812 W Sunset Blvd #1-525

St George, UT 84770

O: 435-656-0930

F: 435-634-0580



A Certified DBE Company: UT, AZ, CA, ID, MT, NV, WY

Contractor: **Grand Junction Airport**
 Address: **2828 Walker Field Dr.**
 Requested By: **Grand Junction, Colorado 81506**
 Phone:
 Fax / Email: **970-812-2716 Mpapko@gjairport.com**

Estimate # 06797Date Submitted: **6/19/2018**

CO License # 20101637509

Requested By: **Mark Papko**
 Project Name: **Grand Junction Airport - Rubber Removal, restripe and Friction Testing**
 Project Location: **Grand Junction, Colorado**
 DBW: **N/A**

Estimate By:
J. Jake Adams
 Cell: 435-669-6748
jake@straightstripe.com

Item #	Item Description	Quantity	U of M	Unit Price	Total
	<u>Surface Prep- Runway 11-29</u>				
	Mobilization - Rubber Removal	1	Each	\$ 4,000.00	\$ 4,000.00
	Mobilization - Permanent Paint	1	Each	\$ 4,000.00	\$ 4,000.00
	Rubber Removal (40' x 6000') - 3,000' x 40' on both ends of Runway	240,000	SF	\$ 0.075	\$ 18,000.00
	Runway and Taxiway Marking (Permanent Paint - 1 application)	29,600	SF	\$ 0.32	\$ 9,472.00
	approx. 29,600 SF ; includes both white and black pavement marking paint on centerline skips and 11-29 numbers.				
	Movement/Non-Movement Line Painting	3,500	SF	\$ 0.50	\$ 1,750.00
	<u>Runway Friction Testing 11-29</u>				
	Friction readings 40 MPH & 60 MPH	1	Lump Sum	\$ 4,500.00	\$ 4,500.00
	<div>NOTE: Straight Stripe Painting is NOT responsible for surface prep - cleaning / sweeping and or Traffic Control / NOTAM</div> <div>NOTE: Grand Junction Airport is to provide Runway Lighted X's for SSP to use.</div>				
<div>Specifications: Any mobilization estimated shall be charged for each time our company is called to perform labor and services on the project, and is NOT an estimate for mobilization for the entire project. Any item estimated at a "daily" rate will be charged per day at the unit price listed. Any item estimated as "unknown" will be charged at the unit price listed multiplied by the actual labor, services, and/or materials provided. All paint/markings, sign & delineators to be applied under this estimate will be billed at the unit price listed above multiplied by the actual services applied at the project at your request.</div> <div>Exclusions: This estimate does NOT include Runway Lighted X's or NOTAM.</div>					

This estimate is valid for a period of 30 days from the date of this estimate. Any invoice submitted by our company shall be due 30 days after the date of such invoice. Any invoice not paid within the 30 day period

will accrue interest at a rate of 21% per annum until paid in full. Furthermore, in the event collection activities become necessary, our company shall be entitled to recover all of its costs incurred in the collection of the amounts due and owing under this estimate, including but not limited to attorneys' fees and court costs.

Total \$41,722

Customer Name: _____ Signature: _____
 (print name)

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	FAA Grant Offers and Co-Sponsorship Agreements		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Staff recommends Board authorization to execute the FAA Grant Offers and the Co-Sponsor Agreements.		
LAST ACTION:	The Board approved the Airport's AIP grant applications for these projects.		
DISCUSSION:	<p>The Grand Junction Regional Airport Authority (Authority) began a multi-year program in 2016 to relocate the primary runway. The relocation is intended to minimize impacts to community air service while modernizing the runway, originally constructed in 1958. The projects are listed on the Authority's approved Airport Layout Plan and Capital Improvement Plan.</p> <p>These grants are associated with the Remote Transmitter/Receiver Relocation and the 27 1/4Rd Relocation construction projects.</p>		
REVIEWED BY:	Staff and legal counsel have reviewed these grants and co-sponsor agreements and recommend the documents be executed.		
FISCAL IMPACT:	<p>Federal AIP Grants - \$ 5,191,494*</p> <p>State Grant - \$150,000</p> <p>GJRA Match - \$426,834 budgeted amount</p> <p>Total - \$5,768,328</p> <p>*subject to the availability of Federal funds</p>		
ATTACHMENTS:	<ol style="list-style-type: none">1. Grant Offer 3-08-0027-057-20182. Grant Offer 3-08-0027-058-20183. City of Grand Junction Co-Sponsorship Agreement4. Mesa County Co-Sponsorship Agreement		
STAFF CONTACT:	<p>Eric Trinklein</p> <p>etrinklein@gjairport.com</p> <p>Office: 970-248-8597</p>		



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	<u>[Enter Grant Offer Date]</u>
Airport/Planning Area	<u>Grand Junction Regional Airport</u>
AIP Grant Number	<u>3-08-0027-057-2018 (Contract No. DOT-FA18NM-10XX)</u>
DUNS Number	<u>156135394</u>

TO: Mesa County, Colorado; City of Grand Junction, Colorado; and the Grand Junction Regional Airport Authority
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated November 29, 2017, for a grant of Federal funds for a project at or associated with the Grand Junction Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Grand Junction Regional Airport (herein called the "Project") consisting of the following:

Construct New Runway 11/29 (construct remote transmitter receiver)

which is more fully described in the Project Application.

NOW THEREFORE, according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer; and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 90.00 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$3,225,000.
The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
\$3,225,000 for airport development or noise program implementation
2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.
The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).
The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August XX, 2018, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require

advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.**
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
17. **Maximum Obligation Increase for Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - A. may not be increased for a planning project;
 - B. may be increased by not more than 15 percent for development projects;
 - C. may be increased by not more than 15 percent for a land project.

18. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.
19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.
20. **Ban on Texting When Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts
21. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated April 2012, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.
22. **Employee Protection from Reprisal.**
- A. Prohibition of Reprisals –
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
23. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.
24. **Current FAA Advisory Circulars for AIP Projects.** The sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the *Current FAA Advisory Circulars Required For Use In AIP Funded and PFC Approved Projects*, dated February 20, 2018, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
25. **Assurances.** The Sponsor agrees to comply with the Assurances attached to this offer, which replaces the assurances that accompanied the Application for Federal Assistance.
26. **Airport-Owned Visual or Electronic Navigation Aids in Project.** The Sponsor agrees that it will:
 - A. Provide for the continuous operation and maintenance of any navigational aid funded under this grant agreement during the useful life of the equipment;
 - B. Prior to commissioning, assure the equipment meets the FAA's standards; and
 - C. Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR part 77 aeronautical survey.
27. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.0 percent of United States Government's share of the project's estimated allowable cost may be made before the project is complete. Completed means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement, (2) The sponsor submits all necessary closeout documentation, and (3) The sponsor receives final payment notification from the ADO.
28. **AGIS Requirements.** Airports GIS requirements, as specified in Advisory Circular 150/5300-18, apply to the project included in this grant offer. Final construction as-built information or planning deliverables must be collected according to these specifications and submitted to the FAA. The submittal must be reviewed and accepted by the FAA before the grant can be administratively closed.

#

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

(Signature)

John P. Bauer

(Typed Name)

Manager, Denver Airports District Office

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____, 2018.

MESA COUNTY, COLORADO

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Printed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

CERTIFICATE OF 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 Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant 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 the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____, 2018.

By _____

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

(Signature of Sponsor's Attorney)

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.²

Executed this _____ day of _____, 2018.

CITY OF GRAND JUNCTION, COLORADO

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Printed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Designated Authorized Official)

CERTIFICATE OF 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 Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant 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 the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____, 2018.

By _____

(Signature of Sponsor's Attorney)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.³

Executed this _____ day of _____, 2018.

GRAND JUNCTION REGIONAL AIRPORT AUTHORITY

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Printed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Designated Authorized Official)

CERTIFICATE OF 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 Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant 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 the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____, 2018.

By _____

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	<u>[Enter Grant Offer Date]</u>
Airport/Planning Area	<u>Grand Junction Regional Airport</u>
AIP Grant Number	<u>3-08-0027-058-2018 (Contract No. DOT-FA18NM-10XX)</u>
DUNS Number	<u>156135394</u>

TO: Mesa County, Colorado; City of Grand Junction, Colorado; and the Grand Junction Regional Airport Authority
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated November 29, 2017, for a grant of Federal funds for a project at or associated with the Grand Junction Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Grand Junction Regional Airport (herein called the "Project") consisting of the following:

Construct New Runway 11/29 (Relocate 27 ½ Road - construction)

which is more fully described in the Project Application.

NOW THEREFORE, according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer; and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 90.00 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$1,966,494.
The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
\$1,966,494 for airport development or noise program implementation
2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.
The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).
The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August XX, 2018, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require

advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.**
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
17. **Maximum Obligation Increase for Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - A. may not be increased for a planning project;
 - B. may be increased by not more than 15 percent for development projects;
 - C. may be increased by not more than 15 percent for a land project.

18. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.
19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.
20. **Ban on Texting When Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts
21. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated April 2012, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.
22. **Employee Protection from Reprisal.**
- A. Prohibition of Reprisals –
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.

2. **Persons and bodies covered:** The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
3. **Submission of Complaint** – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. **Time Limitation for Submittal of a Complaint** - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. **Required Actions of the Inspector General** – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. **Assumption of Rights to Civil Remedy** - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
23. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.
24. **Current FAA Advisory Circulars for AIP Projects.** The sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the *Current FAA Advisory Circulars Required For Use In AIP Funded and PFC Approved Projects*, dated February 20, 2018, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
25. **Assurances.** The Sponsor agrees to comply with the Assurances attached to this offer, which replaces the assurances that accompanied the Application for Federal Assistance.
26. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.0 percent of United States Government's share of the project's estimated allowable cost may be made before the project is complete. Completed means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement, (2) The sponsor submits all necessary closeout documentation, and (3) The sponsor receives final payment notification from the ADO.
27. **AGIS Requirements.** Airports GIS requirements, as specified in Advisory Circular 150/5300-18, apply to the project included in this grant offer. Final construction as-built information or planning deliverables must be collected according to these specifications and submitted to the FAA. The submittal must be reviewed and accepted by the FAA before the grant can be administratively closed.
28. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will
 - A. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance

program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

- B. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
- C. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 - 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - a. location of all runways, taxiways, and aprons;
 - b. dimensions;
 - c. type of pavement, and;
 - d. year of construction or most recent major rehabilitation.
 - 2. Inspection Schedule.
 - a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
- D. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - 1. inspection date;
 - 2. location;
 - 3. distress types; and
 - 4. maintenance scheduled or performed.
- E. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

29. Projects Which Contain Paving Work in Excess of \$500,000. The Sponsor agrees to:

- A. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 - 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 - 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 - 3. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077);
 - 4. Qualifications of engineering supervision and construction inspection personnel;
 - 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and

6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- B. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
- C. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
- D. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

#

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

(Signature)

John P. Bauer

(Typed Name)

Manager, Denver Airports District Office

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____, 2018.

MESA COUNTY, COLORADO

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Printed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

CERTIFICATE OF 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 Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant 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 the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____, 2018.

By _____

(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.²

Executed this _____ day of _____, 2018.

CITY OF GRAND JUNCTION, COLORADO

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Printed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Designated Authorized Official)

CERTIFICATE OF 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 Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant 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 the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____, 2018.

By _____

(Signature of Sponsor's Attorney)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.³

Executed this _____ day of _____, 2018.

GRAND JUNCTION REGIONAL AIRPORT AUTHORITY

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Printed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Designated Authorized Official)

CERTIFICATE OF 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 Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant 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 the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____, 2018.

By _____

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT

This Supplemental Co-Sponsorship Agreement is entered into and effective this [REDACTED] day of [REDACTED], 2018, by and between the Grand Junction Regional Airport Authority (“Airport Authority”), and the **City of Grand Junction (City)**.

RECITALS

A. The Airport Authority is a political subdivision of the State of Colorado, organized pursuant to Section 41-3-101 et seq., C.R.S. The Airport Authority is a separate and distinct entity from the City.

B. The Airport Authority is the owner and operator of the Grand Junction Regional Airport, located in Grand Junction, Colorado (“Airport”).

C. Pursuant to the Title 49, U.S.C., Subtitle VII, Part B, as amended, the Airport Authority has applied for monies from the Federal Aviation Administration (“FAA”), for the construction of certain improvements upon the Airport, pursuant to the terms, plans and specifications set forth in AIP Grant No. **3-08-0027-057-2018, and 3-08-0027-058-2018** (“Projects”).

D. The FAA is willing to provide **\$5,191,494** toward the estimated costs of the Projects, provided the City of Grand Junction and Mesa County execute the Grant Agreements as co-sponsors with the Airport Authority. The FAA is insisting that the City and County execute the Grant Agreements as co-sponsors for two primary reasons. First, the City and County have taxing authority, whereas the Airport Authority does not; accordingly, the FAA is insisting that the City and County execute the Grant Agreement so that public entities with taxing authority are liable for the financial commitments required of the Sponsor under the Grant Agreements, should the Airport Authority not be able to satisfy said financial commitments out of the net revenues generated by the operation of the Airport. In addition, the City and County have jurisdiction over the zoning and land use regulations of the real property surrounding the Airport, whereas the Airport Authority does not enjoy such zoning and land use regulatory authority. By their execution of the Grant Agreements, the City and County would be warranting to the FAA that the proposed improvements are consistent with their respective plans for the development of the area surrounding the Airport, and that they will take appropriate actions, including the adoption of zoning laws, to restrict the use of land surrounding the Airport to activities and purposes compatible with normal Airport operations.

E. The **City** is willing to execute the Grant Agreement, as a co-sponsor, pursuant to the FAA’s request, subject to the terms and conditions of this Supplemental Co-Sponsorship Agreement between the **City** and Airport Authority.

Therefore, in consideration of the above Recitals and the mutual promises and representations set forth below, the **City** and Airport Authority hereby agree as follows:

AGREEMENT

1. By its execution of this Agreement, the **City** hereby agrees to execute the Grant Agreements, as a co-sponsor, pursuant to the FAA's request.
2. In consideration of the **City's** execution of the Grant Agreement, as co-sponsor, the Airport Authority hereby agrees to hold the **City**, its officers, employees, and agents, harmless from, and to indemnify the **City**, its officers, employees, and agents for:
 - (a) Any and all claims, lawsuits, damages, or liabilities, including reasonable attorney's fees and court costs, which at any time may be or are stated, asserted, or made against the **City**, its officers, employees, or agents, by the FAA or any other third party whomsoever, in any way arising out of, or related under the Grant Agreements, or the prosecution of the Projects contemplated by the Grant Agreements, regardless of whether said claims are frivolous or groundless, other than claims related to the **City's** covenant to take appropriate action, including the adoption of zoning laws, to restrict the use of land surrounding the Airport, over which the **City** has regulatory jurisdiction, to activities and purposes compatible with normal Airport operations, set forth in paragraph 21 of the Assurances incorporated by reference into the Grant Agreements ("Assurances"); and
 - (b) The failure of the Airport Authority, or any of the Airport Authority's officers, agents, employees, or contractors, to comply in any respect with any of the requirements, obligations or duties imposed on the Sponsor by the Grant Agreements, or reasonably related to or inferred there from, other than the Sponsor's zoning and land use obligations under Paragraph 21 of the Assurances, which are the **City's** responsibility for lands surrounding the Airport over which it has regulatory jurisdiction.
3. By its execution of this Agreement, the Airport Authority hereby agrees to comply with each and every requirement of the Sponsor, set forth in the Grant Agreements, or reasonably required in connection therewith, other than the zoning and land use requirements set forth in paragraph 21 of the Assurances, in recognition of the fact that the Airport Authority does not have the power to effect the zoning and land use regulations required by said paragraph.
4. By its execution of this Agreement and the Grant Agreement, the **City** agrees to comply with the zoning and land use requirements of paragraph 21 of the Assurances, with respect to all lands surrounding the Airport that are subject to the **City's** regulatory jurisdiction. The City also hereby warrants and represents that, in accordance with paragraph 6 of the Special Assurances; the Projects contemplated by the Grant Agreements are consistent with present plans of the **City** for the development of the area surrounding the Airport.
5. The parties hereby warrant and represent that, by the **City's** execution of the Grant Agreements, as a co-sponsor, pursuant to the FAA's request, the **City** is not a co-owner, agent, partner, joint venture, or representative of the Airport Authority in the ownership, management or administration of the Airport, and the Airport Authority is, and remains, the sole owner of the Airport, and solely responsible for the operation and management of the Airport.

Done and entered into on the date first set forth above.

GRAND JUNCTION REGIONAL AIRPORT
AUTHORITY

By _____
Authorized Representative

CITY OF GRAND JUNCTION

By _____
Authorized Representative

SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT

This Supplemental Co-Sponsorship Agreement is entered into and effective this [] day of [], 2018, by and between the Grand Junction Regional Airport Authority (“Airport Authority”), and the **Mesa County (County)**.

RECITALS

A. The Airport Authority is a political subdivision of the State of Colorado, organized pursuant to Section 41-3-101 et seq., C.R.S. The Airport Authority is a separate and distinct entity from the **County**.

B. The Airport Authority is the owner and operator of the Grand Junction Regional Airport, located in Grand Junction, Colorado (“Airport”).

C. Pursuant to the Title 49, U.S.C., Subtitle VII, Part B, as amended, the Airport Authority has applied for monies from the Federal Aviation Administration (“FAA”), for the construction of certain improvements upon the Airport, pursuant to the terms, plans and specifications set forth in AIP Grant No. **3-08-0027-057-2018, and 3-08-0027-058-2018** (“Projects”).

D. The FAA is willing to provide **\$5,191,494** toward the estimated costs of the Projects, provided the City of Grand Junction and Mesa County execute the Grant Agreements as co-sponsors with the Airport Authority. The FAA is insisting that the City and County execute the Grant Agreements as co-sponsors for two primary reasons. First, the City and County have taxing authority, whereas the Airport Authority does not; accordingly, the FAA is insisting that the City and County execute the Grant Agreement so that public entities with taxing authority are liable for the financial commitments required of the Sponsor under the Grant Agreements, should the Airport Authority not be able to satisfy said financial commitments out of the net revenues generated by the operation of the Airport. In addition, the City and County have jurisdiction over the zoning and land use regulations of the real property surrounding the Airport, whereas the Airport Authority does not enjoy such zoning and land use regulatory authority. By their execution of the Grant Agreements, the City and County would be warranting to the FAA that the proposed improvements are consistent with their respective plans for the development of the area surrounding the Airport, and that they will take appropriate actions, including the adoption of zoning laws, to restrict the use of land surrounding the Airport to activities and purposes compatible with normal Airport operations.

E. The **County** is willing to execute the Grant Agreement, as a co-sponsor, pursuant to the FAA’s request, subject to the terms and conditions of this Supplemental Co-Sponsorship Agreement between the **County** and Airport Authority.

Therefore, in consideration of the above Recitals and the mutual promises and representations set forth below, the **County** and Airport Authority hereby agree as follows:

AGREEMENT

1. By its execution of this Agreement, the **County** hereby agrees to execute the Grant Agreements, as a co-sponsor, pursuant to the FAA's request.
2. In consideration of the **County's** execution of the Grant Agreement, as co-sponsor, the Airport Authority hereby agrees to hold the **County**, its officers, employees, and agents, harmless from, and to indemnify the **County**, its officers, employees, and agents for:
 - (a) Any and all claims, lawsuits, damages, or liabilities, including reasonable attorney's fees and court costs, which at any time may be or are stated, asserted, or made against the **County**, its officers, employees, or agents, by the FAA or any other third party whomsoever, in any way arising out of, or related under the Grant Agreements, or the prosecution of the Projects contemplated by the Grant Agreements, regardless of whether said claims are frivolous or groundless, other than claims related to the **County's** covenant to take appropriate action, including the adoption of zoning laws, to restrict the use of land surrounding the Airport, over which the **County** has regulatory jurisdiction, to activities and purposes compatible with normal Airport operations, set forth in paragraph 21 of the Assurances incorporated by reference into the Grant Agreements ("Assurances"); and
 - (b) The failure of the Airport Authority, or any of the Airport Authority's officers, agents, employees, or contractors, to comply in any respect with any of the requirements, obligations or duties imposed on the Sponsor by the Grant Agreements, or reasonably related to or inferred there from, other than the Sponsor's zoning and land use obligations under Paragraph 21 of the Assurances, which are the **County's** responsibility for lands surrounding the Airport over which it has regulatory jurisdiction.
3. By its execution of this Agreement, the Airport Authority hereby agrees to comply with each and every requirement of the Sponsor, set forth in the Grant Agreements, or reasonably required in connection therewith, other than the zoning and land use requirements set forth in paragraph 21 of the Assurances, in recognition of the fact that the Airport Authority does not have the power to effect the zoning and land use regulations required by said paragraph.
4. By its execution of this Agreement and the Grant Agreement, the **County** agrees to comply with the zoning and land use requirements of paragraph 21 of the Assurances, with respect to all lands surrounding the Airport that are subject to the **County** regulatory jurisdiction. The **County** also hereby warrants and represents that, in accordance with paragraph 6 of the Special Assurances; the Projects contemplated by the Grant Agreements are consistent with present plans of the **County** for the development of the area surrounding the Airport.
5. The parties hereby warrant and represent that, by the **County's** execution of the Grant Agreements, as a co-sponsor, pursuant to the FAA's request, the **County** is not a co-owner, agent, partner, joint venture, or representative of the Airport Authority in the ownership, management or administration of the Airport, and the Airport Authority is, and remains, the sole owner of the Airport, and solely responsible for the operation and management of the Airport.

Done and entered into on the date first set forth above.

GRAND JUNCTION REGIONAL AIRPORT
AUTHORITY

By _____
Authorized Representative

MESA COUNTY

By _____
Authorized Representative

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	FAA Grant Application 3-08-0027-061-2018		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Board approval of FAA Grant Application 3-08-0027-061-2018		
LAST ACTION:	The Airport Improvement Program (AIP) is continually coordinated with FAA and CDOT Aeronautics.		
DISCUSSION:	The projects to be accomplished for this year and every year going forward as per the CIP are an important part of providing a safe and efficient airfield/overall airport operation. Funding from this grant will be used to provide engineering services for the runway program for 2019. This grant will provide additional unanticipated FAA funding that will enhance the Airport's ability to have construction ready projects.		
REVIEWED BY:	Staff recommends the Board approve the submittal of the grant application.		
FISCAL IMPACT:	<u>Funding Sources</u> Federal - \$1,350,000 GJRA - \$150,000 Total - \$1,500,000		
COMMUNICATION STRATEGY:	Airport staff will give presentations to Grand Junction City Council and the Mesa County Board of County Commissioners prior to submitting the Application.		
ATTACHMENTS:	AIP 3-08-0027-061-2018 Grant Application		
STAFF CONTACT:	Eric Trinklein etrinklein@gjairport.com Office: 970-248-8597		

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		
* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		
* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>		
* 3. Date Received: <input type="text"/>		
4. Applicant Identifier: <input type="text"/>		
5a. Federal Entity Identifier: <input type="text"/>		5b. Federal Award Identifier: AIP 3-08-0027-61-2018
State Use Only:		
6. Date Received by State: <input type="text"/>		7. State Application Identifier: <input type="text"/>
8. APPLICANT INFORMATION:		
* a. Legal Name: Grand Junction Regional Airport Authority		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 84-6111114		* c. Organizational DUNS: 1561353940000
d. Address:		
* Street1: 800 Eagle Drive		
Street2: <input type="text"/>		
* City: Grand Junction		
County/Parish: Mesa		
* State: CO: Colorado		
Province: <input type="text"/>		
* Country: USA: UNITED STATES		
* Zip / Postal Code: 81506-8600		
e. Organizational Unit:		
Department Name: <input type="text"/>		Division Name: <input type="text"/>
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: Ms. * First Name: Angela		
Middle Name: <input type="text"/>		
* Last Name: Padalecki		
Suffix: <input type="text"/>		
Title: Executive Director		
Organizational Affiliation: <input type="text"/>		
* Telephone Number: 970 / 244-9100		Fax Number: <input type="text"/>
* Email: apadalecki@gjairport.com		

Application for Federal Assistance SF-424

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

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

B: County Government

Type of Applicant 3: Select Applicant Type:

X: Other (specify)

* Other (specify):

Airport Authority

* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

* 12. Funding Opportunity Number:

N/A

* Title:

N/A

13. Competition Identification Number:

N/A

Title:

N/A

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

2019 AF IMP PKG 1.pdf

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

See Attached Narrative

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

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

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="1,350,000.00"/>
* b. Applicant	<input type="text" value="150,000.00"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="1,500,000.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**☐ a. This application was made available to the State under the Executive Order 12372 Process for review on ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.☒ c. Program is not covered by E.O. 12372.*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

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

☒ ** I AGREE

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

Authorized Representative:Prefix: * First Name: Middle Name: * Last Name: Suffix: * Title: * Telephone Number: Fax Number: * Email:

* Signature of Authorized Representative:

* Date Signed:

**Grand Junction Regional Airport
AIP 3-08-0027-61-2018**

**Program Narrative
June 22, 2018**

Project Description:

TASK 206 DESIGN – 2019 AIRFIELD IMPROVEMENTS PACKAGE 1

Description: On-site design/construction elements are organized to allow for a phased implementation of Program goals coordinated to work with available funding.

Building upon the design work completed in the 60% Overall Design package, RTR Relocation Package, and 27 ¼ Road Relocation package, work will be packaged to meet available FAA funding in FY 2018. This effort is limited to design and bidding.

A preliminary list of design work currently contemplated for this task includes:

- Temporary Runup Pad including blast fences
- Select Ponds Grading and Associated Drainage
- Airfield Lighting Control System (ALCS) Upgrades
- Well for Construction Water
- Perimeter Road and Security Fence Grading
- Security Fencing at Airfield Lighting Vault
- Property Boundary Fencing
- Xcel Main Line Relocation
- NAVAID Reimbursable

Schedule 1 will include the design of a temporary runup pad on the south side of the airfield and the ALCS upgrades. Due to the importance of the runup pad to current airfield operations, it will be relocated temporarily to the south side of the airfield until the final condition and location can be constructed later in the overall program. Blast fences will be included to minimize noise disturbance to nearby tenants. Also in this schedule, the upgrades to the ALCS will replace the old lighting system controls and significantly reduce maintenance costs for the Airport.

Schedule 2 of this package consists of the relocation of Xcel's distribution line for the airfield. Two alignments are proposed. The first will run from the junction cabinet near security gate 27 west around the proposed runway 12 end to service the west end of the new runway. The second alignment will run from a junction cabinet near West Star's apron north under the existing runway to service the proposed Runway 30 end.

Schedule 3 will consist of all the fencing items listed above with associated grading as well as a portion of the perimeter road. Pending the acquisition of BLM land, this schedule includes the installation of cattle fence around the new property boundary of the airport, including a crossing at Indian Wash on the east and Leach Creek on the west. Portions of the perimeter road on the west and north sides along with security fence installation are also included. The airfield lighting vault will also be enclosed with security fencing.

Schedule 4 of this package will consist of the construction of three water quality ponds at the southwest corner of the airfield and their associated drainage structures. A well for construction water is also included. This schedule will also include a permitting component for the 5-2-1 Drainage Authority and State Dam Engineer requirements.

Assumptions include:

- 60% Overall Design has been completed and provides significant components of design analysis.
- Bid package specific permitting will be included in construction administration efforts planned for 2019 scoping under a separate task order.
- Effort is expected to involve a 6-month construction window beginning in the summer of 2019 and finishing late fall 2019.
- Geotechnical recommendations established in the overall runway program will be utilized. Additional borings will not be performed for this task.

The breakdown of estimated construction costs for bid schedules to be prepared is approximately \$10M.

It is expected that these schedules will be ready for bidding in March 2019 pending FAA funding schedules.

TASK 207 DESIGN – 2019 AIRFIELD IMPROVEMENTS PACKAGE 2

Description: On-site design/construction elements are organized to allow for a phased implementation of Program goals coordinated to work with available funding.

Building upon the design work completed in the 60% Overall Design package, RTR Relocation Package, and 27 ¼ Road Relocation package, work will be packaged to meet available FAA funding in FY 2018. This effort is limited to design and bidding.

A preliminary list of design work currently contemplated for this task includes:

- Remove and reinstall MALSR lights at RW 11 end
- Displace Runway 11 threshold
- Phase II Runway 12/30 Grading and Drainage package at west end

Schedule 1 will consist of displacing the Runway 11 threshold 1000' to the east with the associated removal and replacement of pavement markings. Also included in this schedule will be the removal and storage of

the MALSR in preparation for grading off the Runway 11 end. The MALSR work may be performed by an FAA contractor.

Schedule 2 will be composed of a mass earthwork placement and drainage package for Phase II of the Runway 12/30 Grading and Drainage (Phase I was constructed in 2018 with Schedule 3 of the RTR Construction Package). Included in this schedule is the construction of three detention ponds located along the southwestern area of the airport, near the Governmental Highline Canal, and their associated drainage structures.

Schedule 3 will consist of reinstalling the MALSR and moving the Runway 11 threshold back to its original position with all associated pavement markings.

Assumptions include:

- 60% Overall Design has been completed and provides significant components of design analysis.
- Bid package specific permitting will be included in construction administration efforts planned for 2019 scoping under a separate task order.
- Effort is expected to involve a 6-month construction window beginning in the summer of 2019 and finishing late fall 2019.
- Geotechnical recommendations established in the overall runway program will be utilized. Additional borings will not be performed for this task.

The breakdown of estimated construction costs for bid schedules to be prepared is approximately \$10M and may include a reimbursable agreement.

It is expected that these schedules will be ready for bidding in March 2019 pending FAA funding schedules.

The following elements will be performed to develop a package for GJT and FAA review in preparation for bidding



ASSURANCES

Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

Footnotes to Assurance C.1.

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

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

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be 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.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
- 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan 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;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

- 3) **Real Property.** Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. **Duration.**

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. **Required Solicitation Language.** It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. **Required Contract Provisions.**

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated _____ (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

CIP/PREAPPLICATION DATA SHEET

AIRPORT: Grand Junction Regional Airport LOCAL PRIORITY: 1 UPDATED: June 2018
WORK ITEM: Design Runway 11/29 Relocation, Package 2

SKETCH:

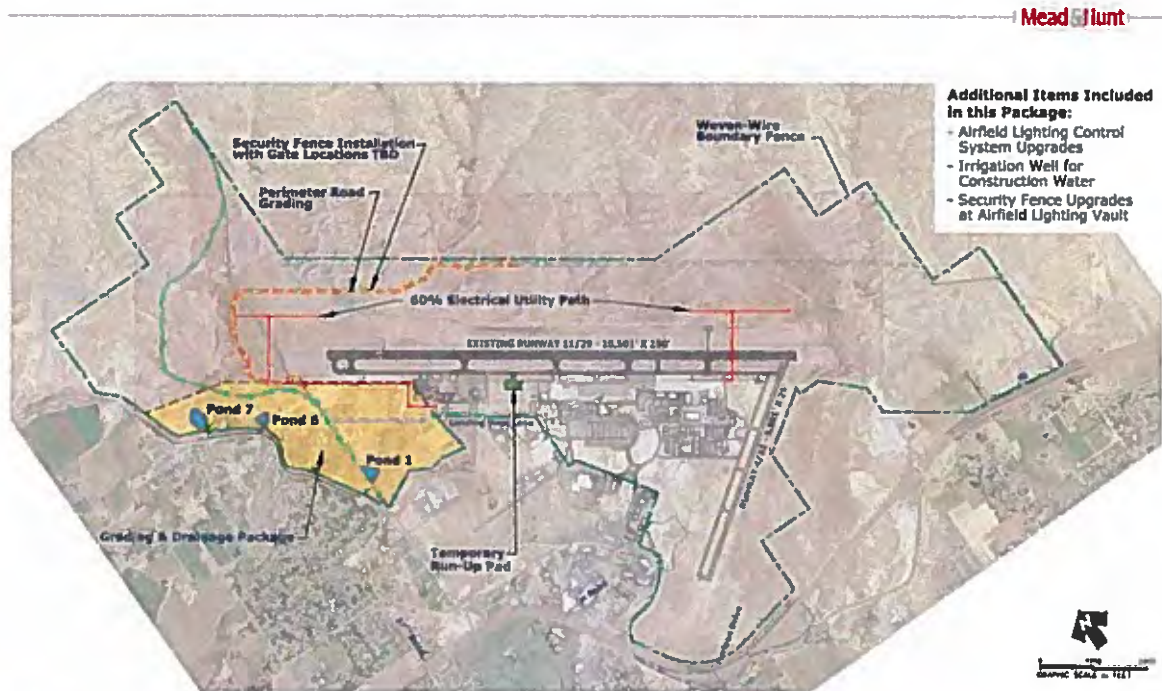


Figure 1 2019 Airfield Improvements Package 1

GRAND JUNCTION
REGIONAL AIRPORT

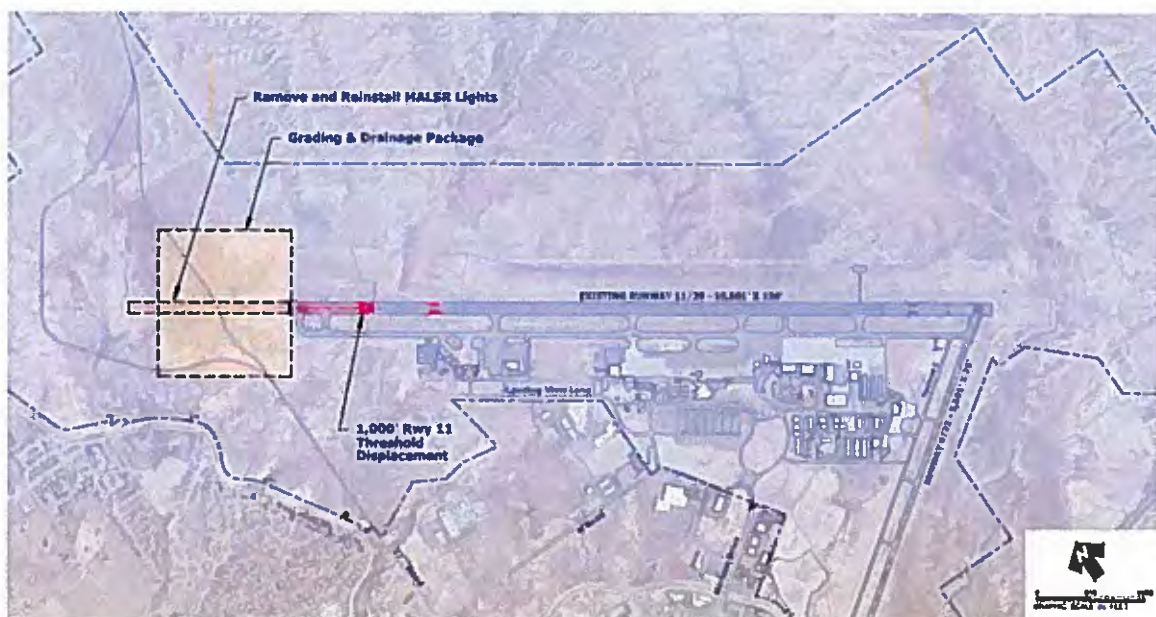


Figure 2 2019 Airfield Improvements Package 2

GRAND JUNCTION
REGIONAL AIRPORT

SPONSOR
SIGNATURE: _____ **DATE:** _____

COST ESTIMATE: Item (Construction)

ADMINISTRATION:	\$ 25,000	1:	\$	4	\$ 25,000
				:	
DESIGN ENGINEERING:	\$ 1,475,000	2:	\$	5	\$ 1,475,000
				:	
CONSTRUCTION:	\$ N/A	3:	\$	TOTAL:	\$ 1,500,000

ADO USE:

PREAPP
NO: _____

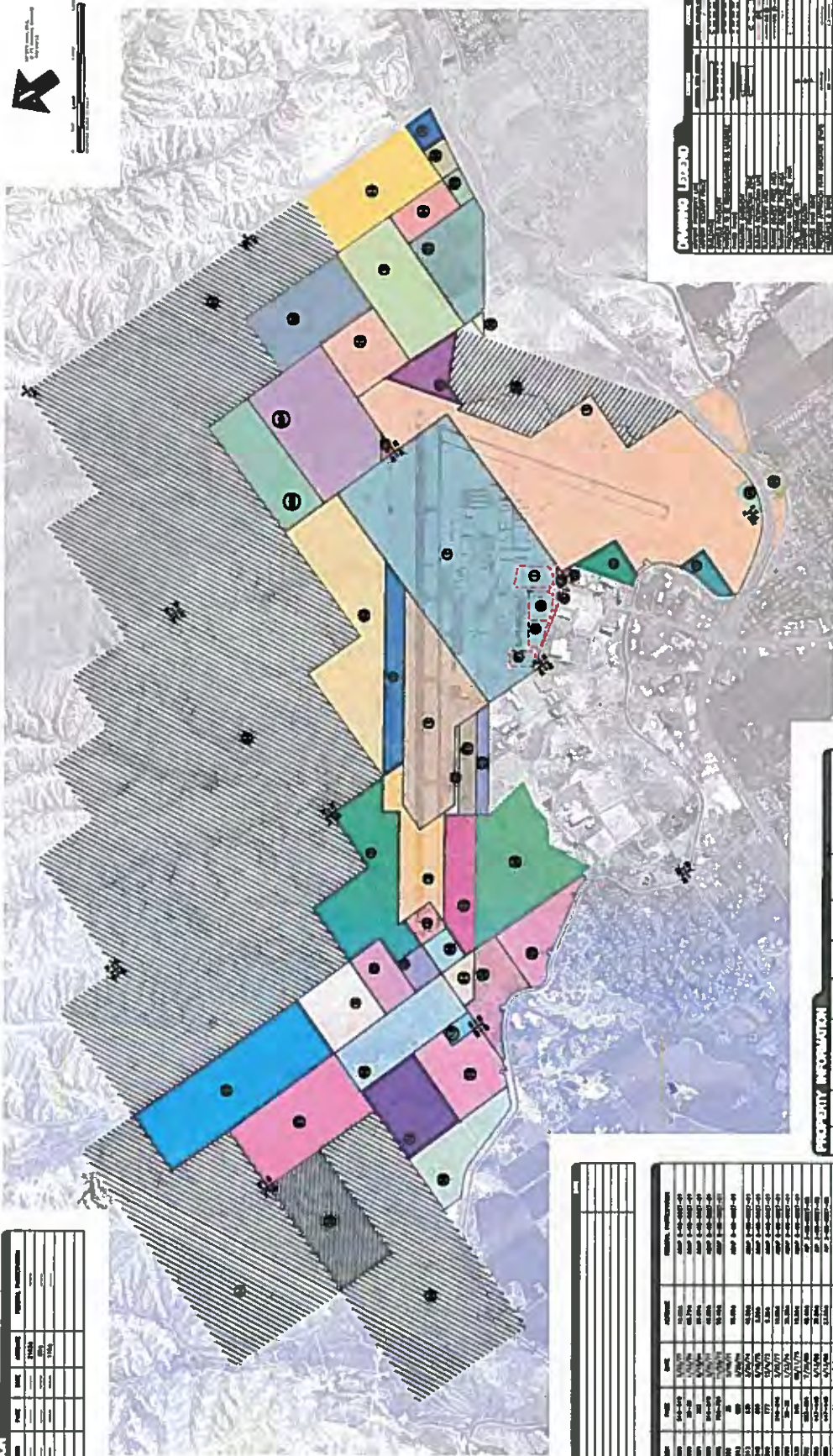
GRANT
NO: _____

NPIAS
CODE: _____

WORK
CODE: _____

FAA
PRIOR: _____

FED \$ _____

[illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible]

GRAND JUNCTION
REGIONAL AIRPORT
GRAND JUNCTION, COLORADO

Exhibit 'A' - Property Map

Barnard Dunkelberg & Company
2834 E 14th Street, Suite 400
Tulsa, Oklahoma 74120
Phone: (918) 436-1100
FAX: (918) 436-1101
E-MAIL: info@bdc.com
WWW: www.bdc.com

STANDARD DOT TITLE VI ASSURANCES

Grand Junction Regional Airport Authority (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:

(a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and

(b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.

6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the Sponsor retains ownership or possession of the property.

7. It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.

STANDARD DOT TITLE VI ASSURANCES (Continued)

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED _____

Grand Junction Regional Airport Authority
(Sponsor)

(Signature of Authorized Official)



**Federal Aviation
Administration**

New and Revised FAA Airports Series 150 Advisory Circulars (ACs)



(https://public.govdelivery.com/accounts/USFAAA/subject_id=USFAAA_30)

Number	Title	Publication
<u>150/5345-53D</u> www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/1020352	Airport Lighting Equipment Certification Program (posted 6/11/2018) New/Revised Comments: May2018 Addendum to the Airport Lighting Equipment Certification Program (6/11/2018)	9/26/2012
<u>150/5230-4B</u> www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/1020394	Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports (posted 4/6/2018) New/Revised Comments: Errata Sheet (4/6/2018) Quarter 3 FY 2018 Addendum (3/25/2018) identifies the types of fuel safety programs offered and specifies the schedule for updating the Addendum.	9/28/2012
<u>150/5340-30J</u> www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/1032709	Design and Installation Details for Airport Visual Aids (posted 2/15/2018)	2/12/2018

Number	Title	Publication
<u>150/5210-17C</u> www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/1027707	Programs for Training of Aircraft Rescue and Firefighting Personnel (posted 7/6/2017) New/Revised Comments: Updated Addendum for Quarter 4 FY 2017 (7/3/2017)	6/12/2015
<u>150/5000-17</u> www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/1031186	Critical Aircraft and Regular Use Determination (posted 6/21/2017)	6/20/2017
<u>150/5210-23</u> www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/393456	ARFF Vehicle and High Reach Extendable Turret (HRET) Operation, Training and Qualifications (posted 4/10/2017)	9/30/2010
<u>150/5220-16E</u> www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/1030909	Automated Weather Observing Systems (AWOS) for Non-Federal Applications (posted 3/21/2017)	3/10/2017
<u>150/5200-28F</u> www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/1030448	Notices to Airmen (NOTAMs) for Airport Operators (posted 1/3/2017)	12/30/2016
<u>150/5300-13A</u> www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/1020359	Airport Design (posted 12/6/2016) New/Revised Comments: Errata Sheet for AC 150/5300-13A, Change 1 (4/17/2018)	9/28/2012

Number	Title	Publication
150/5200-30D (www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/1029778)	Airport Field Condition Assessments and Winter Operations Safety (posted 11/14/2016) New/Revised Comments: Change 1 (3/8/2017)	7/29/2016
150/5100-21 (www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/1029707)	State Block Grant Program (posted 11/7/2016)	10/31/2016
150/5220-20A (www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/1025787)	Airport Snow and Ice Control Equipment (posted 11/2/2016) New/Revised Comments: Errata Sheet for AC 150/5220-20A (11/2/2016)	9/24/2014
150/5100-19D (www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/1020049)	Guide for Airport Financial Reports Filed by Airport Sponsors (posted 4/28/2016) New/Revised Comments: Editorially revised to update mailing address for extension requests (4/28/2016).	6/23/2011
150/5300-19 (www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/1019199)	Airport Data and Information Program (posted 10/1/2015)	9/30/2015

Number	Title	Publication
<u>150/5100-14E</u> www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/1025769	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects (posted 9/28/2015) New/Revised Comments: Change 1 to AC 150/5100-14E (9/25/2015). See the consolidated version of the AC.	9/30/2014
<u>150/5300-14C</u> www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/1021812	Design of Aircraft Deicing Facilities (posted 8/19/2013)	8/7/2013
<u>150/5000-15B</u> www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/1021608	Announcement of Availability of Airport-Related Research and Development Products (posted 7/25/2013)	7/23/2013
<u>150/5200-32B</u> www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/1021289	Reporting Wildlife Aircraft Strikes (posted 6/7/2013)	5/31/2013
<u>150/5210-25</u> www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/1020346	Performance Specification for Airport Vehicle Runway Incursion Warning Systems (RIWS) (posted 9/28/2012)	9/28/2012
<u>150/5220-22B</u> www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/1020357	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns (posted 9/28/2012)	9/27/2012
<u>150/5150-2C</u> www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/1020292	Federal Surplus Personal Property Program for Public Airport Purposes (posted 8/31/2012)	8/31/2012

Number	Title	Publication
150/5220-9A www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/22334	Aircraft Arresting Systems (posted 8/16/2012) New/Revised Comments: Errata Sheet for AC 150/5220-9A. Corrects paragraph 10 so dimensions of reflective circles match those shown Figure 1.	12/20/2006
150/5220-21C www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/1020145	Aircraft Boarding Equipment (posted 6/29/2012)	6/29/2012
150/5200-36A www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/1019776	Qualifications for Wildlife Biologist Conducting Wildlife Hazard Assessments and Training Curriculums for Airport Personnel Involved in Controlling Wildlife Hazards on Airports (Consolidated AC includes Change 1) (posted 1/25/2012) New/Revised Comments: Change 1 (dated 1/31/2013) adds language requiring certificated airports to maintain documentation of airport wildlife biologist qualifications.	1/31/2012
150/5100-13B www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/1019558	Development of State Standards for Nonprimary Airports (posted 10/18/2011)	8/31/2011
150/5220-25 www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/444648	Airport Avian Radar Systems (posted 11/24/2010)	11/23/2010

Number	Title	Publication
<u>150/5000-16</u> www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document/information/documentID/393461	Announcement of Availability of the Guide for Private Flyers - U.S. International Airports (posted 10/1/2010)	9/29/2010
<u>150/5200-35A</u> www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document/information/documentID/393458	Submitting the Airport Master Record in Order to Activate a New Airport (posted 9/30/2010)	9/23/2010
<u>150/5210-24</u> www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document/information/documentID/391902	Airport Foreign Object Debris (FOD) Management (posted 9/30/2010)	9/30/2010
<u>150/5220-17B</u> www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document/information/documentID/393459	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities (posted 9/30/2010) New/Revised Comments: Errata Sheet for AC 150/5220-17B	9/30/2010
<u>150/5210-13C</u> www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document/information/documentID/393447	Airport Water Rescue Plans and Equipment (posted 9/29/2010)	9/29/2010
<u>150/5210-5D</u> www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document/information/documentID/215227	Painting, Marking, and Lighting of Vehicles Used on an Airport (posted 3/31/2010)	4/1/2010
<u>150/5220-23</u> www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document/information/documentID/74141	Frangible Connections (posted 2/11/2010) New/Revised Comments: Adds Errata Sheet for AC 150/5220-23 (February 11, 2010)	4/27/2009
<u>150/5200-12C</u> www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document/information/documentID/99733	First Responders' Responsibility for Protecting Evidence at the Scene of an Aircraft Accident/Incident (posted 10/2/2009)	9/28/2009

Number	Title	Publication
<u>150/5220-24</u> (www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/99719)	Foreign Object Debris Detection Equipment (posted 10/2/2009)	9/30/2009
<u>150/5210-19A</u> (www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/74475)	Driver's Enhanced Vision System (DEVS) (posted 6/12/2009)	6/12/2009
<u>150/5020-1</u> (www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/22771)	Noise Control and Compatibility Planning for Airports (posted 5/26/2009)	8/5/1983
<u>150/5050-4</u> (www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/22813)	Citizen Participation in Airport Planning (posted 5/26/2009)	9/26/1975
<u>150/5050-8</u> (www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/22814)	Environmental Management Systems for Airport Sponsors (posted 5/26/2009)	9/26/2007
<u>150/5070-6B</u> (www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/22329)	Airport Master Plans (posted 5/26/2009) New/Revised Comments: Change 2 (1/27/2015)	7/29/2005
<u>150/5190-4A</u> (www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/22826)	A Model Zoning Ordinance to Limit Height of Objects Around Airports (posted 5/26/2009)	12/14/1987
<u>150/5200-18C</u> (www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/23179)	Airport Safety Self-Inspection (posted 5/26/2009)	4/23/2004
<u>150/5200-33B</u> (www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/22820)	Hazardous Wildlife Attractants On or Near Airports (posted 5/26/2009)	8/28/2007
<u>150/5200-34A</u> (www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/22095)	Construction or Establishment of Landfills near Public Airports (posted 5/26/2009)	1/26/2006
<u>150/5200-37</u> (www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/22333)	Introduction to Safety Management Systems (SMS) for Airport Operators (posted 5/26/2009)	2/28/2007

Number	Title	Publication
<u>150/5210-14B</u> (www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/73816)	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing (posted 5/26/2009)	9/30/2008
<u>150/5210-6D</u> (www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/22096)	Aircraft Fire Extinguishing Agents (posted 5/26/2009)	7/8/2004
<u>150/5210-7D</u> (www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/73590)	Aircraft Rescue and Fire Fighting Communications (posted 5/26/2009)	4/14/2008
<u>150/5220-18A</u> (www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/23251)	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials (posted 5/26/2009)	9/14/2007
<u>150/5300-16A</u> (www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/22508)	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey (posted 5/26/2009)	9/15/2007
<u>150/5325-4B</u> (www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/22809)	Runway Length Requirements for Airport Design (posted 5/26/2009)	7/1/2005
<u>150/5345-13B</u> (www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/22789)	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits (posted 5/26/2009)	9/20/2007
<u>150/5345-45C</u> (www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/22337)	Low-Impact Resistant (LIR) Structures (posted 5/26/2009)	4/6/2007
<u>150/5345-50B</u> (www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/22613)	Specification for Portable Runway and Taxiway Lights (posted 5/26/2009)	9/20/2007
<u>150/5345-52A</u> (www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/22614)	Generic Visual Glideslope Indicators (GVGI) (posted 5/26/2009)	9/5/2007

Number	Title	Publication
<u>150/5345-55A</u> (<u>www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/22296</u>)	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure (posted 5/26/2009)	6/27/2007
<u>150/5345-5B</u> (<u>www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/22786</u>)	Circuit Selector Switch (posted 5/26/2009)	9/14/2006
<u>150/5360-9</u> (<u>www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/22224</u>)	Planning and Design of Airport Terminal Facilities at Non-Hub Locations (posted 5/26/2009)	4/4/1980
<u>150/5370-13A</u> (<u>www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/23059</u>)	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt (posted 5/26/2009)	9/29/2006
<u>150/5370-16</u> (<u>www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/22555</u>)	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements (posted 5/26/2009)	9/28/2007
<u>150/5000-13A</u> (<u>www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/74196</u>)	Announcement Of Availability: RTCA Inc., Document RTCA-221 (posted 5/21/2009)	9/5/2008
<u>150/5200-29A</u> (<u>www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/74197</u>)	Announcement Of Availability Of Airport Self-Inspection DVD (posted 5/21/2009)	6/5/2007
<u>150/5210-15A</u> (<u>www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/74200</u>)	Aircraft Rescue and Firefighting Station Building Design (posted 5/21/2009)	9/10/2008
<u>150/5210-18A</u> (<u>www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/74201</u>)	Systems for Interactive Training Of Airport Personnel (posted 5/21/2009)	9/29/2008
<u>150/5300-15A</u> (<u>www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/74202</u>)	Use Of Value Engineering For Engineering And Design Of Airport Grant Projects (posted 5/21/2009)	9/30/2008

Number	Title	Publication
150/5320-15A www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/74205	Management Of Airport Industrial Waste (posted 5/21/2009)	9/8/2008
150/5345-26D www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/74208	FAA Specification For L-823 Plug And Receptacle, Cable Connectors (posted 5/21/2009)	9/30/2008
150/5020-2 www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/22736	Guidance on the Balanced Approach to Noise Management (posted 11/9/2007)	9/28/2004
150/5190-6 www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/22331	Exclusive Rights at Federally Obligated Airports (posted 11/7/2007)	1/4/2007
150/5190-7 www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/22332	Minimum Standards for Commercial Aeronautical Activities (posted 11/7/2007)	8/28/2006

See Also

- [Airports Series 150 AC Library \(www.faa.gov/airports/resources/advisory_circulars/\)](http://www.faa.gov/airports/resources/advisory_circulars/)
- [Draft Airports Series 150 ACs \(www.faa.gov/airports/resources/draft_advisory_circulars/\)](http://www.faa.gov/airports/resources/draft_advisory_circulars/)
- [Other FAA ACs \(www.faa.gov/regulations_policies/advisory_circulars/\)](http://www.faa.gov/regulations_policies/advisory_circulars/)

Page last modified: August 21, 2014 4:15:40 PM EDT

This page was originally published at: https://www.faa.gov/airports/resources/recent_advisory_circulars/



FAA
Airports

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 12/31/2015

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars

NUMBER	TITLE
70/7460-1L	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28E	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C Change 1	Airport Winter Safety And Operations
150/5200-31C Changes 1 - 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Change 1	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A, Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18C	Survey and Data Standards for Submission of Aeronautical Data Using Airports GIS
150/5320-5D	Airport Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

NUMBER	TITLE
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Helipad Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures

NUMBER	TITLE
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 12/31/2015

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-12B	Quality Control of Construction for Airport Grant Projects
150/5380-8C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 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:

1. **Compliance with Regulations.** The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

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 lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall 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 (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

**REQUIRED STATEMENTS
AIRPORT IMPROVEMENT PROGRAM PROJECTS**

AIRPORT: Grand Junction Regional Airport

LOCATION: Grand Junction, CO

AIP PROJECT NO.: 3-08-0027-61-2018

STATEMENTS APPLICABLE TO THIS PROJECT

- ☒ a. **INTEREST OF NEIGHBORING COMMUNITIES:** In formulating this project, consideration has been given to the interest of communities that are near (Exact name of airport) Grand Junction Regional Airport.
- ☒ b. **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.
- ☒ c. **FBO COORDINATION:** The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing (Exact name of airport) Grand Junction Regional Airport, and they have been informed regarding the scope and nature of this project.
- ☒ d. **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

BY: _____ **DATE:** _____

TITLE: Chairman, Airport Authority Board of Commissioners

SPONSORING AGENCY: Grand Junction Regional Airport Authority

NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.

- a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project; N/A
- b. The nature and basis of opposition; N/A
- c. Sponsor's plan to accommodate or otherwise satisfy the opposition; N/A
- d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community. N/A
- e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance; N/A
- f. Sponsor's plans, if any, to minimize any adverse effects of the project; N/A
- g. Benefits to be gained by the proposed development; and N/A
- h. Any other pertinent information which would be of assistance in determining whether to proceed with the project.

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signed _____ Date _____
Sponsor's Authorized Representative

Title Chairman, Airport Authority Board of Commissioners



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

FAA Form 5100-129, Construction Project Final Acceptance – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: Grand Junction Regional Airport Authority

Airport: Grand Junction Regional Airport

Project Number: AIP 3-08-0027-061-2018

Description of Work: Design Runway 11/29 Relocation, Package 2

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
☒ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2).☒ Yes ☐ No ☐ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
☒ Yes ☐ No ☐ N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- ☒ Yes ☐ No ☐ N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
☒ Yes ☐ No ☐ N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR § 26.55).
- ☒ Yes ☐ No ☐ N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- ☒ Yes ☐ No ☐ N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☒ Yes ☐ No ☐ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

☒ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: Grand Junction Regional Airport Authority

Name of Sponsor's Authorized Official: Tom Benton

Title of Sponsor's Authorized Official: Airport Board Chairman

Signature of Sponsor's Authorized Official: _____

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.



U.S. Department
of Transportation
Federal Aviation
Administration

FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: Grand Junction Regional Airport Authority

Airport: Grand Junction Regional Airport

Project Number: AIP 3-08-0027-061-2018

Description of Work: Design Runway 11/29 Relocation, Package 2

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Grand Junction Regional Airport

Address: 2828 Walker Field Drive, Grand Junction, Colorado 81506-8600

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: Grand Junction Regional Airport Authority

Name of Sponsor's Authorized Official: Tom Benton

Title of Sponsor's Authorized Official: Airport Board Chairman

Signature of Sponsor's Authorized Official: _____

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.



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

FAA Form 5100-131, Equipment and Construction Contracts – Airport Improvement Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: Grand Junction Regional Airport Authority

Airport: Grand Junction Regional Airport

Project Number: AIP 3-08-0027-061-2018

Description of Work: Design Runway 11/29 Relocation, Package 2

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
- ☒ Yes ☐ No ☐ N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- ☒ Yes ☐ No ☐ N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
 - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
 - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
 - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
 - c. Publicly opened at a time and place prescribed in the invitation for bids; and
 - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- ☒ Yes ☐ No ☐ N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
 - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
 - c. Listing of evaluation factors along with relative importance of the factors.
- ☒ Yes ☐ No ☐ N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- ☒ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

☒ Yes ☐ No ☐ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

☒ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)

☒ Yes ☐ No ☐ N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

☒ Yes ☐ No ☐ N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$150,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: Grand Junction Regional Airport Authority

Name of Sponsor's Authorized Official: Tom Benton

Title of Sponsor's Authorized Official: Airport Board Chairman

Signature of Sponsor's Authorized Official: _____

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.



U.S. Department
of Transportation
Federal Aviation
Administration

FAA Form 5100-132, Project Plans and Specifications – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: Grand Junction Regional Airport Authority

Airport: Grand Junction Regional Airport

Project Number: AIP 3-08-0027-061-2018

Description of Work: Design Runway 11/29 Relocation, Package 2

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).
☒ Yes ☐ No ☐ N/A
2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).
☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
☒ Yes ☐ No ☐ N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
☒ Yes ☐ No ☐ N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
☒ Yes ☐ No ☐ N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
☒ Yes ☐ No ☐ N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
☒ Yes ☐ No ☐ N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
☒ Yes ☐ No ☐ N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
☐ Yes ☐ No ☒ N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: Grand Junction Regional Airport Authority

Name of Sponsor's Authorized Official: Tom Benton

Title of Sponsor's Authorized Official: Airport Board Chairman

Signature of Sponsor's Authorized Official: _____

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.



U.S. Department
of Transportation
Federal Aviation
Administration

FAA Form 5100-133, Real Property Acquisition – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.

Real Property Acquisition Airport Improvement Program Sponsor Certification

Sponsor: Grand Junction Regional Airport Authority

Airport: Grand Junction Regional Airport

Project Number: AIP 3-08-0027-051-2018

Description of Work: Design Runway 11/29 Relocation, Package 2

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in 49 CFR Part 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), as amended.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the real property acquisition project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The sponsor's attorney or other official has or will have good and sufficient title as well as title evidence on property in the project.
☒ Yes ☐ No ☐ N/A
2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been or will be extinguished, modified, or subordinated.
☒ Yes ☐ No ☐ N/A
3. If property for airport development is or will be leased, the following conditions have been met:
 - a. The term is for 20 years or the useful life of the project;
 - b. The lessor is a public agency; and
 - c. The lease contains no provisions that prevent full compliance with the grant agreement.☐ Yes ☐ No ☒ N/A

4. Property in the project is or will be in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.

☒ Yes ☐ No ☐ N/A

5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was or will be obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.

☐ Yes ☐ No ☒ N/A

6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces or to clear other airport surfaces, property interest was or will be obtained for the following:

- a. The right of flight;
- b. The right of ingress and egress to remove obstructions; and
- c. The right to restrict the establishment of future obstructions.

☐ Yes ☐ No ☒ N/A

7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include or will include the following:

- a. Valuation data to estimate the current market value for the property interest acquired on each parcel; and
- b. Verification that an opportunity has been provided to the property owner or representative to accompany appraisers during inspections.

☐ Yes ☐ No ☒ N/A

8. Each appraisal has been or will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to Federal Aviation Administration (FAA) for review.

☐ Yes ☐ No ☒ N/A

9. A written offer to acquire each parcel was or will be presented to the property owner for not less than the approved amount of just compensation.

☐ Yes ☐ No ☒ N/A

10. Effort was or will be made to acquire each property through the following negotiation procedures:

- a. No coercive action to induce agreement; and
- b. Supporting documents for settlements included in the project files.

☐ Yes ☐ No ☒ N/A

11. If a negotiated settlement is not reached, the following procedures were or will be used:
- a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property; and
 - b. Supporting documents for awards included in the project files.

☐ Yes ☐ No ☒ N/A

12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was or will be established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.

☐ Yes ☐ No ☒ N/A

13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were or will be provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.

☐ Yes ☐ No ☒ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: Grand Junction Regional Airport Authority

Name of Sponsor's Authorized Official: Tom Benton

Title of Sponsor's Authorized Official: Airport Board Chairman

Signature of Sponsor's Designated Official Representative: _____

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.



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

FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: Grand Junction Regional Airport Authority

Airport: Grand Junction Regional Airport

Project Number: AIP 3-08-0027-061-2018

Description of Work: Design Runway 11/29 Relocation, Package 2

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
☒ Yes ☐ No ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
5. Sponsor has publicized or will publicize a RFQ that:
a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
☒ Yes ☐ No ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
☒ Yes ☐ No ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).
☒ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
☒ Yes ☐ No ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
☒ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
☒ Yes ☐ No ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).
☒ Yes ☐ No ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

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: Grand Junction Regional Airport Authority

Name of Sponsor's Authorized Official: Tom Benton

Title of Sponsor's Authorized Official: Airport Board Chairman

Signature of Sponsor's Authorized Official: _____

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.



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

FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.

Certification and Disclosure Regarding Potential Conflicts of Interest

Airport Improvement Program Sponsor Certification

Sponsor: Grand Junction Regional Airport Authority

Airport: Grand Junction Regional Airport

Project Number: AIP 3-08-0027-061-2018

Description of Work: Design Runway 11/29 Relocation, Package 2

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the foregoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: Grand Junction Regional Airport Authority

Name of Sponsor's Authorized Official: Tom Benton

Title of Sponsor's Authorized Official: Airport Board Chairman

Signature of Sponsor's Authorized Official: _____

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.



Single Audit Certification Form

The Single Audit Act of 1984 established audit requirements for non-Federal entities that receive Federal aid. On December 26, 2014, the implementing document, OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations) was superseded by 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards). If your current fiscal year began before December 26, 2014, then OMB Circular A-133 is still applicable. If your fiscal year begins on or after January 1, 2015, then 2 CFR Part 200 applies.

Under OMB A-133, State or local governments (City, County, Airport Authority, Airport Board) that expend \$500,000 or more a year (calendar or fiscal) in total Federal financial assistance must conduct an audit and submit it to the Federal Audit Clearinghouse. If the single audit is required under 2 CFR Part 200, then the total Federal financial assistance expenditure limit is \$750,000 or more. For more information on the Single Audit Act requirements please reference the following web site: <http://harvester.census.gov/sac/>

This notice is our request for a copy of your most recent audit, whether or not there are any significant findings. In accordance with your Airport Improvement Program (AIP) grant agreement, you must also provide that information to your local Airports District Office (ADO). Please fill out the information below by checking the appropriate line(s), sign, date, and return this form to the FAA local ADO identified at the bottom of the form.

Airport Sponsor Information:

_____ Sponsor Name	_____ Fiscal/Calendar Year Ending
_____ Airport Name	
_____ Sponsor's Representative Name	_____ Representative's Title
_____ Telephone	_____ Email

Please check the appropriate line(s):

- ☐ We are subject to the Single Audit requirements and are taking the following action:
- ☐ The Single Audit for this fiscal/calendar year has been submitted to the FAA.
 - ☐ The Single Audit for this fiscal/calendar year is attached.
 - ☐ The Single Audit report will be submitted to the FAA as soon as this audit is available.
- ☐ We are exempt from the Single Audit requirements for the fiscal/calendar noted above.

Sponsor Certification:

_____ Signature	_____ Date
--------------------	---------------

Return to: FAA, Seattle Airports District Office
 1601 Lind Ave. SW, Ste. 250
 Renton, WA 98057-3356

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Pay Request-Runway 11/29 Replacement Project (Design Only)		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Board approve payment of Mead & Hunt Invoice No. 279916.		
LAST ACTION:	Design only contract was executed June 22, 2017.		
DISCUSSION:	<p>This invoice is the progress billing for the Runway Design. Progress this period includes program management, grant administration, land acquisition, and permitting services for work completed through April 30, 2018.</p> <p>Work completed this phase includes completion of a portion of Program Management and Permitting and Agency Coordination. Grant Administration and Land Acquisition are in the early stages of completion.</p> <p>This is part of the AIP grant program and we have been approved to be reimbursed for 90% of the expenses from FAA and 5% by CDOT Aeronautics.</p>		
REVIEWED BY:	Staff has reviewed the invoice and concurs with the stated level of completion and recommends paying the invoice.		
FISCAL IMPACT:	<u>AIP 55</u> FAA \$72,375.76 CDOT \$ 4,020.87 GJRA \$ 4,020.89 budgeted dollars Total \$ 80,417.52	<u>AIP 56</u> FAA \$ 76,876.90 CDOT \$ 4,270.93 GJRA \$ 4,270.95 budgeted dollars Total \$ 85,418.78	
COMMUNICATION STRATEGY:	None.		
ATTACHMENTS:	Mead & Hunt Invoice No. 279440		
STAFFCONTACT:	Eric Trinklein etrinklein@gjairport.com Office: 970-248-8597		

GJT RUNWAY DESIGN 6/15/2018

WORK SCOPE		CONTRACT AMOUNT	BILLED	THIS INVOICE
100	Scope Development	\$74,260.00	\$74,260.00	\$0.00
101	Program Validation	\$77,491.50	\$77,491.50	\$0.00
102	Project Management	\$867,334.30	\$771,927.71	\$60,713.42
105	Pre-Design Elements Runway Relocation	\$594,172.14	\$582,288.70	\$0.00
109	27 1/4 Road Relocation Design	\$656,803.50	\$656,803.50	\$19,704.10
TOTAL AIP 55		\$2,270,061.44	\$2,162,771.41	\$80,417.52
AIP 55			FAA	\$72,375.76
			CDOT	\$4,020.87
			GJT	\$4,020.89
103	Grant Administration	\$63,980.00	\$8,747.50	\$1,190.00
104	Land Acquisition and Coordination	\$177,939.10	\$30,896.10	\$630.00
106	Design Overall Runway Relocation 30%	\$881,153.15	\$881,153.15	\$0.00
107	Permitting and Agency Coordination	\$157,353.25	\$110,312.53	\$13,156.30
108	Remote Transmitter Receiver Grading Package	\$175,482.80	\$175,482.80	\$0.00
110	Design Overall Runway Relocation 60%	\$640,386.15	\$179,308.13	\$70,442.48
TOTAL AIP 56		\$2,096,294.45	\$1,385,900.21	\$85,418.78
AIP 56			FAA	\$76,876.90
			CDOT	\$4,270.93
			GJT	\$4,270.95
Total DESIGN		\$4,366,355.89	\$3,548,671.62	\$165,836.30

Additional backup documentation available upon request

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Pay Request-Terminal Building Renovations		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Board approve payment of Mead & Hunt Invoice No. 279980		
LAST ACTION:	Board executed design contract 8/18/17.		
DISCUSSION:	<p>This invoice is the progress billing for the terminal building renovations for work completed through May 31, 2018.</p> <p>Work completed this phase includes completion of a portion of Project Management, Schematic Design, Construction Documents, and Permit and Bid.</p>		
REVIEWED BY:	Staff has reviewed the invoice and concurs with the stated level of completion and recommends paying the invoice.		
FISCAL IMPACT:	\$23,987.35 – Budgeted dollars		
COMMUNICATION STRATEGY:	None.		
ATTACHMENTS:	Mead & Hunt Invoice No. 279980		
STAFFCONTACT:	Eric Trinklein etrinklein@gairport.com Office: 970-248-8597		

GJT TERMINAL IMPROVEMENTS 6/18/18				
WORK SCOPE	CONTRACT AMOUNT	BILLED	%	THIS INVOICE
Mechanical	\$ 209,423.70	\$ 202,497.68	97%	\$ 10,631.41
Roof Replacement	\$ 32,577.02	\$ 31,844.38	98%	\$ 1,347.70
Escalator	\$ 37,230.88	\$ 37,157.92	100%	\$ -
Code Compliance Upgrades	\$ 79,115.62	\$ 76,499.13	97%	\$ 4,016.32
Electrical Power Supply	\$ 107,038.78	\$ 103,498.83	97%	\$ 7,991.92
Total	\$ 465,386.00	\$ 451,497.94	97%	\$ 23,987.35

Additional backup documentation available upon request

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Taxiway A Rehabilitation -Garver Invoice		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Board approval of Garver Invoice No. 17081934-7		
LAST ACTION:	GJRAA Board approved the Work Order at the December 2017 Regular Meeting.		
DISCUSSION:	<p>The invoice includes work by Garver on the Taxiway A Rehab project design through June 28, 2018 as a progress billing.</p> <p>Work completed this phase includes the completion of a portion of the Final Design. No progress have been made for Bidding Services.</p> <p>This is part of the AIP grant program and will be reimbursed for 90% of the expenses.</p>		
REVIEWED BY:	Staff has reviewed the invoice and concurs with the stated level of completion and recommends paying the invoice.		
FISCAL IMPACT:	\$13,326.12 FAA \$1,480.68 GJRA-Budgeted Dollars \$14,806.80 Total		
COMMUNICATION STRATEGY:	N/A		
ATTACHMENTS:	Garver Invoice No. 17081934-7		
STAFF CONTACT:	Eric Trinklein etrinklein@gjairport.com Office: 970-248-8597		



3010 Gaylord Parkway
Suite 190
Frisco, TX 75034
TEL 972.377.7480
FAX 972.377.8380
www.GarverUSA.com

INVOICE

Eric Trinklein
Grand Junction Regional Airport Authority
800 Eagle Drive
Grand Junction, CO 81506

June 28, 2018
Project No: 17081934
Invoice No: 17081934-7

Project: GJT Taxiway Alpha Rehabilitation

Professional Engineering Services through June 22, 2018

	Percent Complete	Contract Amount	Total Billed to Date	Previous Billings	Current Billing
Lump Sum Services					
Geotechnical Services	100%	\$13,049.00	\$13,049.00	\$13,049.00	\$0.00
Surveying Services	100%	\$9,500.00	\$9,500.00	\$9,500.00	\$0.00
Engineering Design Report	100%	\$45,051.00	\$45,051.00	\$45,051.00	\$0.00
Final Design	100%	\$63,400.00	\$63,400.00	\$63,400.00	\$0.00
Bidding Services	100%	\$15,900.00	\$15,900.00	\$1,093.20	\$14,806.80
Totals		\$146,900.00	\$146,900.00	\$132,093.20	\$14,806.80
Total Amount This Invoice					\$14,806.80

Authorized by: Colin Bible

Colin Bible, PE
Project Manager

**GRAND JUNCTION REGIONAL AIRPORT
TAXIWAY ALPHA REHABILITATION**



ENGINEERING DESIGN REPORT

Professional Services through 6/22/18

Invoice No. 17081934-7

WORK TASK DESCRIPTION	Estimated Amount	Percent Complete	Total Billed to Date	Previous Billings	Current Billing
1. Project Management					
Project Kickoff Meeting with Design Team	\$1,093.00	100%	\$1,093.00	\$1,093.00	\$0.00
Attend Airport Board Meetings (1 Meeting)	\$4,520.00	100%	\$4,520.00	\$4,520.00	\$0.00
Subtotal - Project Management	\$5,613.00	100%	\$5,613.00	\$5,613.00	\$0.00
2. Civil Engineering					
Prepare for Predesign Conference	\$932.00	100%	\$932.00	\$932.00	\$0.00
Conduct Predesign Conference	\$3,390.00	100%	\$3,390.00	\$3,390.00	\$0.00
Prepare for Project Kickoff Meeting	\$224.00	100%	\$224.00	\$224.00	\$0.00
Conduct Project Kickoff Meeting and Site Visit	\$3,955.00	100%	\$3,955.00	\$3,955.00	\$0.00
Coordinate with Airport Staff	\$1,792.00	100%	\$1,792.00	\$1,792.00	\$0.00
Coordinate with FAA	\$448.00	100%	\$448.00	\$448.00	\$0.00
Coordinate with Engineer for 27 1/4 Road for Phasing/Timeline	\$224.00	100%	\$224.00	\$224.00	\$0.00
Coordinate with Surveyor	\$224.00	100%	\$224.00	\$224.00	\$0.00
Coordinate with Geotechnical Engineer	\$448.00	100%	\$448.00	\$448.00	\$0.00
Submit Environmental Categorical Exclusion	\$367.00	100%	\$367.00	\$367.00	\$0.00
Record Research	\$546.00	100%	\$546.00	\$546.00	\$0.00
Analyze Survey Data	\$546.00	100%	\$546.00	\$546.00	\$0.00
Process Survey Data and Prepare Basemap	\$572.00	100%	\$572.00	\$572.00	\$0.00
Analyze Geotechnical Data	\$789.00	100%	\$789.00	\$789.00	\$0.00
Subtotal - Civil Engineering	\$14,457.00	100%	\$14,457.00	\$14,457.00	\$0.00
3. Prepare Engineer Design Report					
Executive Summary	\$448.00	100%	\$448.00	\$448.00	\$0.00
Background and History	\$385.00	100%	\$385.00	\$385.00	\$0.00
Scope Description, Design Criteria, Schematic Layouts, Alt. Solutions	\$2,184.00	100%	\$2,184.00	\$2,184.00	\$0.00
Design Asphalt Taxiway Pavement Section Alternatives in FAARFIELD (Up to 2)	\$1,414.00	100%	\$1,414.00	\$1,414.00	\$0.00
Taxiway A Typical Sections (Up to 2)	\$1,404.00	100%	\$1,404.00	\$1,404.00	\$0.00
Geometric Layout of Taxiway A	\$1,180.00	100%	\$1,180.00	\$1,180.00	\$0.00
Profile of Taxiway A	\$1,118.00	100%	\$1,118.00	\$1,118.00	\$0.00
Develop Construction Phasing Options	\$2,012.00	100%	\$2,012.00	\$2,012.00	\$0.00
Engineer's Opinion of Probable Costs	\$1,440.00	100%	\$1,440.00	\$1,440.00	\$0.00
QC Review	\$1,237.00	100%	\$1,237.00	\$1,237.00	\$0.00
Finalize and Submit Draft Report	\$1,538.00	100%	\$1,538.00	\$1,538.00	\$0.00
Prepare for and Conduct Draft Report Review Meeting (Conference Call)	\$789.00	100%	\$789.00	\$789.00	\$0.00
Incorporate Review Comments and Complete Report	\$2,558.00	100%	\$2,558.00	\$2,558.00	\$0.00
Subtotal - Prepare of Engineer Design Report	\$17,707.00	100%	\$17,707.00	\$17,707.00	\$0.00
4. Direct Non-Labor Expenses					
Non-Labor Direct Expenses	\$7,274.00	100%	\$7,274.00	\$7,274.00	\$0.00
Subtotal - Non-Labor Expenses	\$7,274.00	100%	\$7,274.00	\$7,274.00	\$0.00
Total Fee:	\$45,051.00	100%	\$45,051.00	\$45,051.00	\$0.00

**GRAND JUNCTION REGIONAL AIRPORT
TAXIWAY ALPHA REHABILITATION**



FINAL DESIGN

Professional Services through 6/22/18

Invoice No. 17081934-7

WORK TASK DESCRIPTION	Estimated Amount	Percent Complete	Total Billed to Date	Previous Billings	Current Billing
1. Project Management					
Attend Airport Board Meetings (1 Meeting)	\$4,520.00	100%	\$4,520.00	\$4,520.00	\$0.00
Subtotal - Project Management	\$4,520.00	100%	\$4,520.00	\$4,520.00	\$0.00
2. Civil Engineering					
Coordinate with FBO Regarding Phasing	\$2,260.00	100%	\$2,260.00	\$2,260.00	\$0.00
Coordinate with Airlines Regarding Phasing	\$2,260.00	100%	\$2,260.00	\$2,260.00	\$0.00
Incorporate FBO Comments	\$510.00	100%	\$510.00	\$510.00	\$0.00
Incorporate Airline Comments	\$510.00	100%	\$510.00	\$510.00	\$0.00
Coordinate with Airport Staff	\$2,688.00	100%	\$2,688.00	\$2,688.00	\$0.00
Coordinate with FAA	\$896.00	100%	\$896.00	\$896.00	\$0.00
Design Phase Kickoff Meeting with Design Team	\$1,950.00	100%	\$1,950.00	\$1,950.00	\$0.00
Subtotal - Civil Engineering	\$11,074.00	100%	\$11,074.00	\$11,074.00	\$0.00
3. Develop Final Plans (95%) - Stage I					
General Sheets					
Title Sheet (1 sheet)	\$143.00	100%	\$143.00	\$143.00	\$0.00
Phasing Plans (4 sheets)	\$2,361.00	100%	\$2,361.00	\$2,361.00	\$0.00
Safety and Phasing Details (1 sheet)	\$572.00	100%	\$572.00	\$572.00	\$0.00
Quantities and Construction Notes (1 sheet)	\$733.00	100%	\$733.00	\$733.00	\$0.00
Survey Data Control (1 sheet)	\$429.00	100%	\$429.00	\$429.00	\$0.00
Erosion Control Plan (2 sheets)	\$286.00	100%	\$286.00	\$286.00	\$0.00
Erosion Control Details (1 sheet)	\$286.00	100%	\$286.00	\$286.00	\$0.00
Pavement Marking Details (2 sheets)	\$429.00	100%	\$429.00	\$429.00	\$0.00
Taxiway Alpha Rehabilitation Plans					
Demolition Plans (2 sheets)	\$1,305.00	100%	\$1,305.00	\$1,305.00	\$0.00
Typical Sections (1 sheet)	\$1,404.00	100%	\$1,404.00	\$1,404.00	\$0.00
Geometric Layout Plans Taxiway Alpha (2 sheets)	\$1,342.00	100%	\$1,342.00	\$1,342.00	\$0.00
Taxiway A Plan and Profile Sheets (2 sheets)	\$2,361.00	100%	\$2,361.00	\$2,361.00	\$0.00
Paving and Grading Details (2 sheets)	\$572.00	100%	\$572.00	\$572.00	\$0.00
Paving and Grading Plans (4 sheets)	\$2,746.00	100%	\$2,746.00	\$2,746.00	\$0.00
Pavement Marking Plans (2 sheets)	\$572.00	100%	\$572.00	\$572.00	\$0.00
Miscellaneous Details (2 sheets)	\$894.00	100%	\$894.00	\$894.00	\$0.00
Cross Sections (8 sheets)	\$2,012.00	100%	\$2,012.00	\$2,012.00	\$0.00
Prepare and Submit FAA Form 7460-1 Notice of Proposed Construction	\$733.00	100%	\$733.00	\$733.00	\$0.00
Prepare and submit CSPP to FAA	\$733.00	100%	\$733.00	\$733.00	\$0.00
Develop Final Bid Proposal	\$966.00	100%	\$966.00	\$966.00	\$0.00
Develop Front End Specifications	\$1,237.00	100%	\$1,237.00	\$1,237.00	\$0.00
Develop Final Technical Specifications and Modifications with Revisions and Justification Notes	\$4,261.00	100%	\$4,261.00	\$4,261.00	\$0.00
Final Quantities and Engineer's Opinion of Total Costs	\$2,334.00	100%	\$2,334.00	\$2,334.00	\$0.00
QC Review	\$1,578.00	100%	\$1,578.00	\$1,578.00	\$0.00
Finalize and Submit Final Plans, Specifications, Estimates	\$4,826.00	100%	\$4,826.00	\$4,826.00	\$0.00
Prepare for and Conduct Review Meeting of Final Plans, Specs, Estimates	\$4,179.00	100%	\$4,179.00	\$4,179.00	\$0.00
Final Revision and Submission of Bid Plans, Specs, Estimates	\$2,360.00	100%	\$2,360.00	\$2,360.00	\$0.00
Prepare and Submit Construction Management Plan	\$733.00	100%	\$733.00	\$733.00	\$0.00
QC Review	\$1,664.00	100%	\$1,664.00	\$1,664.00	\$0.00
Subtotal - Develop Final Plans (95%) - Stage I	\$44,051.00	100%	\$44,051.00	\$44,051.00	\$0.00
4. Direct Non-Labor Expenses					
Non-Labor Direct Expenses	\$3,755.00	100%	\$3,755.00	\$3,755.00	\$0.00
Subtotal - Non-Labor Expenses	\$3,755.00	100%	\$3,755.00	\$3,755.00	\$0.00
Total Fee:	\$63,400.00	100%	\$63,400.00	\$63,400.00	\$0.00

**GRAND JUNCTION REGIONAL AIRPORT
TAXIWAY ALPHA REHABILITATION**



SURVEY AND GEOTECHNICAL SERVICES

Professional Services through 6/22/18

Invoice No. 17081934-7

WORK TASK DESCRIPTION	Estimated Amount	Percent Complete	Total Billed to Date	Previous Billings	Current Billing
Geotechnical Services					
Geotechnical Services	\$ 13,049.00	100%	\$ 13,049.00	\$13,049.00	\$0.00
Surveying Services					
Surveying Services	\$ 9,500.00	100%	\$ 9,500.00	\$9,500.00	\$0.00
Total Fee:	\$ 22,549.00	100%	\$ 22,549.00	\$22,549.00	\$0.00

**GRAND JUNCTION REGIONAL AIRPORT
TAXIWAY ALPHA REHABILITATION**



BIDDING SERVICES

Professional Services through 6/22/18

Invoice No. 17081934-7

WORK TASK DESCRIPTION	Estimated Amount	Percent Complete	Total Billed to Date	Previous Billings	Current Billing
1. Civil Engineering					
Attend Airport Board Meeting (1 Meeting)	\$1,792.00	100%	\$1,792.00	\$0.00	\$1,792.00
Submit Hard Copy and CD of Specifications, Proposal, Geotech Report	\$459.00	100%	\$459.00	\$459.00	\$0.00
Prepare and Submit Addenda	\$2,236.00	100%	\$2,236.00	\$0.00	\$2,236.00
Prepare for and Conduct Pre-Bid Meeting	\$4,179.00	100%	\$4,179.00	\$0.00	\$4,179.00
Answer Bidder Inquires	\$1,792.00	100%	\$1,792.00	\$358.40	\$1,433.60
Prepare Bid Tabulation	\$444.00	100%	\$444.00	\$0.00	\$444.00
Prepare for and Conduct Bid Opening	\$1,792.00	100%	\$1,792.00	\$0.00	\$1,792.00
Evaluate Bids and Recommend Award	\$448.00	100%	\$448.00	\$0.00	\$448.00
Subtotal - Civil Engineering	\$13,142.00	100%	\$13,142.00	\$817.40	\$12,324.60
2. Direct Non-Labor Expenses					
Direct Non-Labor Expenses	\$2,758.00	100%	\$2,758.00	\$275.80	\$2,482.20
Subtotal - Non-Labor Expenses	\$2,758.00	100%	\$2,758.00	\$275.80	\$2,482.20
Total Fee:	\$15,900.00	100%	\$15,900.00	\$1,093.20	\$14,806.80

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Taxiway A Rehabilitation (Construction Administration) Work Order No. 3-Garver		
PURPOSE:	Information <input checked="" type="checkbox"/>	Guidance <input checked="" type="checkbox"/>	Decision <input type="checkbox"/>
RECOMMENDATION:	Board Authorize the Chairman to execute Work Order No. 3 contingent upon FAA concurrence on the fee amount.		
LAST ACTION:	GJRAA executed a Master Services Agreement with Garver on May 16, 2017. Taxiway A (design only) Work Order No. 3 was executed on December 2017.		
DISCUSSION:	The scope of services includes construction administration services for improvements for the Taxiway Alpha Rehabilitation Project. Improvements will consist primarily of mill and overlay of the east and west ends of parallel taxiway serving the Airport's primary runway.		
REVIEWED BY:	Staff and legal counsel have reviewed the contract. An independent fee estimate was performed by QED. The cost analysis and negotiation process have determined the fee is fair and reasonable.		
FISCAL IMPACT:	FAA - \$ 214,740 GJRA - \$ 23,860-Budgeted Dollars Total - \$238,600.00		
ATTACHMENTS:	Record of Negotiation		
STAFF CONTACT:	Eric Trinklein etrinklein@gjairport.com Office: 970-248-8597		



Grand Junction Regional Airport
2828 Walker Field Drive
Grand Junction, CO 81506
970-248-8597

Date: July 11, 2018

Mr. Marc Miller
Denver Airports District Office
26805 E. 68th Avenue, Room 224
Denver, Colorado 80249

Job Title: Taxiway A Rehabilitation (Construction Services)
Location: Grand Junction Regional Airport, Grand Junction, Colorado
A.I.P. Grant: 3-08-0027-059-2018
RECORD OF NEGOTIATION - ENGINEERING SERVICES

1. The consulting firm of Garver, LLC (Consultant) was selected on April 18, 2017, from those consultants who submitted their qualifications which included this project.
2. A scope of work was completed by the Sponsor and Consultant. A detailed independent cost estimate was performed by the QED, broken down as follows:
Construction Administration Services 422
Construction Observation Services 676
Project Closeout Services 56
Total hours: 1,154 hours
Total Project: \$216,900
3. The scope of work and request for fee proposal were sent to the Consultant.
4. A detailed cost analysis comparing the detailed independent estimate with the Consultant's fee proposal was completed.
5. The consultant submitted their fee proposal for the work, broken down as follows:
Construction Administration Services 378
Construction Observation Services 538
Project Closeout Services 53
Total hours: 969
Total Project: \$238,600
6. The final fee proposal is considered reasonable by the Sponsor. A contract has been prepared for the agreement between the Sponsor and consultant.
7. The scope of work, draft contract, Sponsor's independent cost estimate, and consultant's fee proposal is attached to this record of negotiation and hereby submitted to the ADO for a reasonableness of cost determination.
8. The negotiations were conducted in good faith to ensure the fees are fair and reasonable. The procedures outlined in AC 150/5100-14 have been followed.

Feel free to contact me if you require any additional information.

Sincerely,

Eric Trinklein
Planning and Development Manager

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	East Terminal Apron (Construction Administration) Work Order No. 3-Garver		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Board Authorize the Chairman to execute Work Order No. 3.		
LAST ACTION:	GJRAA executed a Master Services Agreement and Work Order No. 1 with Garver on May 16, 2017.		
DISCUSSION:	This work will be reimbursed entirely by the contractor as a condition of Change Order No. 4 to the Construction Agreement. The scope of services includes construction administration services and construction testing for the removal and replacement of concrete on the East Terminal Apron project.		
REVIEWED BY:	Staff and legal counsel have reviewed the contract. An independent fee estimate was performed by QED. The cost analysis and negotiation process have determined the fee is fair and reasonable.		
FISCAL IMPACT:	None: to be reimbursed by construction contractor		
ATTACHMENTS:	Record of Negotiation		
STAFF CONTACT:	Eric Trinklein etrinklein@gjairport.com Office: 970-248-8597		



Grand Junction Regional Airport
2828 Walker Field Drive
Grand Junction, CO 81506
970-248-8597

Date: July 11, 2018

Mr. Marc Miller
Denver Airports District Office
26805 E. 68th Avenue, Room 224
Denver, Colorado 80249

Job Title: Rehabilitate East Terminal Air Carrier Apron
 Remove and Replace P-501 - Additional Construction Administration
Location: Grand Junction Regional Airport, Grand Junction, Colorado
A.I.P. Grant: 3-08-0027-054-2016
RECORD OF NEGOTIATION - ENGINEERING SERVICES FOR CONSTRUCTION ADMINISTRATION

1. The consulting firm of Garver, LLC (Consultant) was selected on April 18, 2017, as Engineer of Record which included this project.
2. A scope of work was completed by the Sponsor and Consultant. A detailed independent estimate was performed by QED, broken down as follows:
Construction Administration Services 502 hours
Construction Observation Services 1498 hours
Project Closeout Services 40 hours
Total Hours 2,040
Total Cost \$418,800
3. The consultant submitted their fee proposal for the work, broken down as follows:
Construction Administration Services 460 hours
Construction Observation Services 1,118 hours
Project Closeout Services 24 hours
Total Hours 1,602
Total Project \$435,750
4. A detailed cost analysis comparing the detailed independent estimate with the consultant's fee proposal was performed by the Sponsor. Hours submitted by the consultant and total fees are less than the IFE.
5. The final fee proposal is considered reasonable by the Sponsor. A contract has been prepared for the agreement between the Sponsor and consultant which will be reimbursed by the Contractor.
6. The scope of work, draft contract, Sponsor's independent cost estimate, and consultant's fee proposal is attached to this record of negotiation and hereby submitted to the ADO for a reasonableness of cost determination.
7. The negotiations were conducted in good faith to ensure the fees are fair and reasonable. The procedures outlined in AC 150/5100-14 have been followed.

Feel free to contact me, if you require any additional information or need any clarification.

Sincerely,

Eric Trinklein
Planning and Development Manager

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Runway 11/29 Replacement Project – 27 ¼ Rd. Recommendation of Award		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Board accepts recommendation of award and authorizes board chair to sign contracts, pending receipt of FAA grants.		
LAST ACTION:	Bids received on April 26, 2018		
DISCUSSION:	<p>Oldcastle SW Group, Inc. (dba United Companies) was determined to be the lowest responsive bidder. Therefore, we recommend the work be awarded to Oldcastle SW Group, Inc. (dba United Companies) for Schedule 1, in the amount of \$1,893,328.10, contingent on the availability of federal funds.</p> <p>Per Section 30-03 of the General Provisions, the Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties.</p>		
REVIEWED BY:	Staff and legal counsel has reviewed the attached recommendation of award and concurs with the Engineer's review.		
FISCAL IMPACT:	FAA \$ 1,703,995 – pending grant GJRA \$189,333.10 budgeted dollars Total \$1,893,328.10		
COMMUNICATION STRATEGY:	None.		
ATTACHMENTS:	Grand Junction Regional Airport 27 ¼ Road Relocation – Bid Recommendation – May 30, 2018.		
STAFFCONTACT:	Eric Trinklein etrinklein@gjairport.com Office: 970-248-8597		



May 30, 2018

Eric Trinklein
Project Manager
Grand Junction Regional Airport
2828 Walker Field Drive, Suite 301
Grand Junction, Colorado 81506

Project: Grand Junction Regional Airport 27 ¼ Road Relocation
Subject: Bid Recommendation

Dear Mr. Trinklein:

We have completed our review of the Contractors' bid proposals for the subject project. A total of five proposals were received. One proposal (Mountain Valley Contracting, Inc.) included a mathematical error, and that error has been corrected in the total bid price shown in the bid results listed below.

Per Section 30-04 of the General Provisions, *"proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made"*. The two lowest bidders are Mountain Valley Contracting, Inc. and Oldcastle SW Group, Inc. (dba United Companies).

In accordance with Division I, paragraph 16.d of the specifications, *"The project award will be based on the low bid sum of Schedule 1."* The following is a table summarizing the bid results:

Bidder	Schedule 1
Hank Williams, Inc. PO Box 704 – 35550 CR 4000 Norwood, CO 81423 970-27-4218	\$1,954,636.98
M.A. Concrete Construction, Inc. 2323 River Road Grand Junction, CO 81505 970-250-9902	\$2,000,410.54
Mountain Valley Contracting, Inc. 2377 – F ½ Road Grand Junction, CO 81505 970-245-1990	\$1,765,647.31
Oldcastle SW Group, Inc. (dba United Companies) 2273 River Road Grand Junction, CO 81505 970-986-9575	\$1,893,328.10

SEMA Construction, Inc. 7353 S. Eagle Street Centennial, CO 80112 303-627-2600	\$2,424,502.00
Engineer's Estimate	\$2,116,859.92

After examining all five proposals, Mountain Valley Contracting, Inc. (heretofore called MVC) was determined to be the lowest bidder. The low bid for Schedule 1 was found to be approximately sixteen percent below the Engineer's Opinion of Probable Construction Cost, thus it is determined to be within funding parameters. Out of the five bids received, all were within approximately fifteen percent of each other and three were within approximately five percent of each other. Based on this price analysis, it is our opinion that the apparent low bid and second low bid are each fair and reasonable for the scope of the proposed work.

The bid proposals were further examined for adherence to the requirements listed in the Instructions to Bidders. Bidders were required to submit forms, executed in full, as identified on the Bidder's checklist. All contractors were researched on the System for Award Management and no exclusions were identified. The following is a table summarizing the required forms:

Bidder	Pre-Bid Attendance	DBE	Addendum #1	Addendum #2	Addendum #3	Quest	EEO	Non-Trafficking	Immigration Reform Act	Bidders Pre-Qualification	Buy American	Subcontractor/Mat'l List	DBE Letter of Intent	Good Faith Efforts	Bid Guarantee
Mountain Valley Contracting, Inc.	X	X	X	X	X	X	X	X	X	*	X	X	#	X	X
M. A. Concrete Construction, Inc.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Oldcastle SW Group, Inc.	X	X	X	X	%	X	X	X	X	X	X	X	X	X	X
Hank Williams, Inc.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
SEMA Construction, Inc.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

* Submitted qualifications as part of bid package. These qualifications were incomplete and insufficient, and subsequent communications between Airport, Engineer, and Contractor were held as described below.

Submitted DBE firms and quotes. Of the three DBE firms listed as subconsultants, LOIs were only included for two of those firms.

% Oldcastle SW Group Inc. clarified after bid opening that they acknowledge Addendum 3 with no impact to cost.

One proposal was deemed irregular and clarifications were requested. Clarification was requested from MVC regarding the required Statement of Qualifications. Items requested for clarification included:

1. Submittal of expired state prequalification as proof of financial responsibility (\$5M capacity).
 - a. A 2017 reviewed financial statement was provided. The reviewed financial statement was deemed to not meet the generally acceptable accounting practice requirements for certification as required by the bidding instructions.
 - b. A summary of work on hand was provided, indicating \$9M backlog as of early May.
2. Comparable projects excluded contact information.
 - a. Contact phone numbers were provided for all projects presented.
3. Comparable project details upon investigation were identified as inaccurate, including missing change orders and inaccurate day counts.
 - a. Revised information was reported including underruns and overruns.
4. Response regarding ongoing and recent litigation was omitted.
 - a. MVC responded "none."

Under Division 1, Section 14 of the contract documents it indicates:

The Owner reserves the right to disqualify any bidder who has in the Owners opinion, previously failed to perform properly or complete on time, contracts of a similar nature; who is not in a position to perform the Contract; or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, material vendors, or employees. In determining the lowest responsible bidder, the following elements in addition to those above-mentioned will be considered: whether the business involved 1) maintains a permanent place of business; 2) has adequate equipment available to do the work properly and expeditiously; 3) has suitable financial resources to meet the obligations incidental to the work; and 4) has appropriate technical experience.

Any bid that fails to conform to the essential requirements of the invitation for bids will be rejected.

Based on this information, it is the Engineer's opinion that, for the 27 ¼ Road Relocation Project, Mountain Valley Contracting has not provided appropriate essential information. Therefore, their bid is recommended for disqualification.

After examining all five proposals, Oldcastle SW Group, Inc. (dba United Companies) was determined to be the lowest responsive bidder. Therefore, we recommend the work be awarded to Oldcastle SW Group, Inc. (dba United Companies) for Schedule 1, in the amount of \$1,893,328.10, contingent on the availability of federal funds. Per Section 30-03 of the General Provisions, the Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties.

May 30, 2018

Page 4

If you have any questions or require additional information, please contact me at 720-225-4642 or sciasto@deainc.com.

Sincerely,

David Evans and Associates, Inc.



Sara Ciasto, PE
Project Manager

Attachments: Bid Tabulation
Mountain Valley Contracting, Inc. Bid Proposal with Clarifications
Lowest Responsive Bidder Bid Proposal (Oldcastle SW Group, Inc. (dba United Companies))

cc: Angela Padalecki, GJT Executive Director
Marc Miller, FAA Denver Airports District Office
Scott Cary, Mead & Hunt Program Manager

BID MATRIX FOR:

27 1/4 ROAD RELOCATION

Grand Junction Regional Airport

Grand Junction, Colorado

FAA Project# 3-08-0027-058-2018
Mead & Hunt Project# 2331300-170312.01

Bid Opening: April 25, 2018

BIDDER	Pre-Bid Attendance	DBE	Addendum #1	Addendum #2	Addendum #3	Quest	EEO	Non-Trafficking	Immigration Reform Act	Bidders Pre-Qualification	Buy American	Subcontractor/Manufacturer's List	DBE Letter of Intent	Good Faith Efforts	Bid Guarantee	SCHEDULE 1
Mountain Valley Contracting, Inc.	X	X	X	X	X	X	X	X	X	*	X	X	#	X	X	\$1,765,647.31
Oldcastle SW Group, Inc. dba United Companies	X	X	X	X	%	X	X	X	X	X	X	X	X	X	X	\$1,893,328.10
Hank Williams, Inc. dba Williams Construction Contractors	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	\$1,954,636.98
M.A. Concrete Construction	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	\$2,000,410.54
SEMA Construction, Inc.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	\$2,424,502.00
Engineer's Estimate																\$2,116,859.92

* Clarifications requested on qualifications
Submitted DBE firms and quotes. Of the three DBE firms listed as subconsultants, LOIs were only included for two of those firms
% Oldcastle SW Group, Inc. clarified after bid opening that they acknowledge Addendum 3 with no impact to cost.

BID SCHEDULE

Airport: Grand Junction Regional Airport
Project: 27 1/4 Road Relocation

FAA AIP Project No. 3-08-0027-058-2018
Mead & Hunt Project No. 2331300-1703I2.01

Item No.	Item Description	Estimated Quantity	Unit	Mountain Valley Contracting, Inc.		Oldcastle SW Group, Inc. dba United Companies		Hank Williams, Inc. dba Williams Construction Contractors		M.A. Concrete Construction		SEMA Construction, Inc.	
				Unit Price	Total Amount per Item	Unit Price	Total Amount per Item	Unit Price	Total Amount per Item	Unit Price	Total Amount per Item	Unit Price	Total Amount per Item
Schedule 1 - Relocate 27 1/4 Road													
G-050	Contractor Survey	1	LS	\$92,725.00	\$92,725.00	\$39,000.00	\$39,000.00	\$99,184.24	\$99,184.24	\$35,000.00	\$35,000.00	\$50,000.00	\$50,000.00
G-100	Contractor Quality Control	1	LS	\$19,845.00	\$19,845.00	\$40,000.00	\$40,000.00	\$26,524.34	\$26,524.34	\$25,000.00	\$25,000.00	\$100,000.00	\$100,000.00
G-105	Mobilization	1	LS	\$24,540.00	\$24,540.00	\$132,000.00	\$132,000.00	\$137,142.17	\$137,142.17	\$154,938.00	\$154,938.00	\$240,000.00	\$240,000.00
M-102	Airfield Safety and Traffic Control	1	LS	\$27,080.00	\$27,080.00	\$34,000.00	\$34,000.00	\$25,205.70	\$25,205.70	\$63,000.00	\$63,000.00	\$150,000.00	\$150,000.00
M-103	Dust Control	1	LS	\$174,800.00	\$174,800.00	\$8,000.00	\$8,000.00	\$131,653.74	\$131,653.74	\$27,000.00	\$27,000.00	\$75,000.00	\$75,000.00
201-00001	Clearing and Grubbing	1	LS	\$8,780.00	\$8,780.00	\$10,800.00	\$10,800.00	\$27,861.62	\$27,861.62	\$17,054.00	\$17,054.00	\$47,000.00	\$47,000.00
202-00033	Removal of Pipe	1	EA	\$355.00	\$355.00	\$1,380.00	\$1,380.00	\$2,222.73	\$2,222.73	\$600.00	\$600.00	\$2,000.00	\$2,000.00
202-00220	Removal of Asphalt Mat	2,393	SY	\$3.10	\$7,418.30	\$3.00	\$7,179.00	\$7.91	\$18,928.63	\$2.75	\$6,580.75	\$4.50	\$10,768.50
202-00240	Removal of Asphalt Mat (Planing)	941	SY	\$4.60	\$4,328.60	\$5.00	\$4,705.00	\$5.73	\$5,391.93	\$2.75	\$2,587.75	\$3.00	\$2,823.00
202-01000	Removal of Fence	2,976	LF	\$2.80	\$8,332.80	\$1.60	\$4,761.60	\$1.47	\$4,374.72	\$3.00	\$8,928.00	\$2.00	\$5,952.00
203-00010	Unclassified Excavation (CIP)	15,191	CY	\$7.25	\$110,134.75	\$11.00	\$167,101.00	\$4.98	\$75,651.18	\$11.94	\$181,380.54	\$8.50	\$129,123.50
208-00001	Erosion Control (Complete in Place)	1	LS	\$25,220.00	\$25,220.00	\$66,000.00	\$66,000.00	\$55,327.00	\$55,327.00	\$52,165.00	\$52,165.00	\$130,000.00	\$130,000.00
304-06007	Aggregate Base Course (Class 6)	5,444	CY	\$37.54	\$204,367.76	\$42.00	\$228,648.00	\$38.83	\$211,390.52	\$38.72	\$210,791.68	\$37.00	\$201,428.00
40I(CDOT)	Hot Mix Asphalt (Grading S) (75) (PG 64-22)	2,695	TON	\$92.75	\$249,961.25	\$91.00	\$245,245.00	\$98.26	\$264,810.70	\$84.66	\$228,158.70	\$86.00	\$231,770.00
401(CDOT)	Hot Mix Asphalt (Grading SX) (75) (PG 64-28)	2,812	TON	\$95.00	\$267,140.00	\$98.00	\$275,576.00	\$94.82	\$266,633.84	\$86.70	\$243,800.40	\$88.00	\$247,456.00
411-I0255	Emulsified Asphalt (Slow Setting)	2,503	GAL	\$2.95	\$7,383.85	\$1.40	\$3,504.20	\$3.57	\$8,935.71	\$3.06	\$7,659.18	\$3.00	\$7,509.00
420-00102	Geotextile (Erosion Control) (CL I)	345	SY	\$2.05	\$707.25	\$4.00	\$1,380.00	\$5.43	\$1,873.35	\$3.00	\$1,035.00	\$6.00	\$2,070.00
506-00409	Soil Riprap (9in)	181	CY	\$98.70	\$17,864.70	\$95.00	\$17,195.00	\$136.87	\$24,773.47	\$130.00	\$23,530.00	\$175.00	\$31,675.00
601-03000	Concrete Class D	18	CY	\$995.00	\$17,910.00	\$910.00	\$16,380.00	\$533.69	\$9,606.42	\$1,516.00	\$27,288.00	\$1,000.00	\$18,000.00
602-00020	Reinforcing Steel (Epoxy Coated)	780	LB	\$2.30	\$1,794.00	\$2.15	\$1,677.00	\$9.64	\$7,519.20	\$4.00	\$3,120.00	\$5.00	\$3,900.00
603-01180	18" RCP Class III (CIP)	188	LF	\$39.45	\$7,416.60	\$79.00	\$14,852.00	\$53.82	\$10,118.16	\$92.00	\$17,296.00	\$65.00	\$12,220.00
603-01240	24" RCP Class III (CIP)	100	LF	\$50.65	\$5,065.00	\$103.00	\$10,300.00	\$73.63	\$7,363.00	\$112.00	\$11,200.00	\$110.00	\$11,000.00
603-01360	36" RCP Class III (CIP)	100	LF	\$104.50	\$10,450.00	\$147.00	\$14,700.00	\$100.68	\$10,068.00	\$152.00	\$15,200.00	\$160.00	\$16,000.00
603-01480	48" RCP Class III (CIP)	53	LF	\$153.50	\$8,135.50	\$230.00	\$12,190.00	\$155.28	\$8,229.84	\$195.00	\$10,335.00	\$200.00	\$10,600.00
603-05018	18" Flared End Section	6	EA	\$634.00	\$3,804.00	\$870.00	\$5,220.00	\$988.02	\$5,928.12	\$515.00	\$3,090.00	\$1,000.00	\$6,000.00
603-05024	24" Flared End Section	4	EA	\$760.00	\$3,040.00	\$990.00	\$3,960.00	\$1,176.84	\$4,707.36	\$622.00	\$2,488.00	\$1,200.00	\$4,800.00
603-05036	36" Flared End Section	4	EA	\$1,303.00	\$5,212.00	\$1,475.00	\$5,900.00	\$1,759.15	\$7,036.60	\$1,076.00	\$4,304.00	\$1,700.00	\$6,800.00
603-05048	48" Flared End Section	2	EA	\$1,543.00	\$3,086.00	\$1,825.00	\$3,650.00	\$2,313.84	\$4,627.68	\$1,305.00	\$2,610.00	\$1,900.00	\$3,800.00
603-30018	18" Flared End Section (SES)	6	EA	\$228.00	\$1,368.00	\$375.00	\$2,250.00	\$499.90	\$2,999.40	\$183.00	\$1,098.00	\$420.00	\$2,520.00
603-50018	18" HDPE (PE) (CIP)	52	LF	\$47.75	\$2,483.00	\$153.00	\$7,956.00	\$59.93	\$3,116.36	\$153.00	\$7,956.00	\$140.00	\$7,280.00
603-70804	8X4 Foot Concrete Box Culvert (Precast) (CIP)	52	LF	\$584.00	\$30,368.00	\$605.00	\$31,460.00	\$764.18	\$39,737.36	\$840.00	\$43,680.00	\$800.00	\$41,600.00

BID SCHEDULE

Airport: Grand Junction Regional Airport
Project: 27 1/4 Road Relocation

FAA AIP Project No. 3-08-0027-058-2018
Mead & Hunt Project No. 2331300-1703I2.01

Item No.	Item Description	Estimated Quantity	Unit	Mountain Valley Contracting, Inc.		Oldcastle SW Group, Inc. dba United Companies		Hank Williams, Inc. dba Williams Construction Contractors		M.A. Concrete Construction		SEMA Construction, Inc.	
				Unit Price	Total Amount per Item	Unit Price	Total Amount per Item	Unit Price	Total Amount per Item	Unit Price	Total Amount per Item	Unit Price	Total Amount per Item
Schedule 1 - Relocate 27 1/4 Road													
603-71604	16X4 Foot Concrete Box Culvert (Precast) (CIP)	136	LF	\$958.00	\$130,288.00	\$1,060.00	\$144,160.00	\$1,473.77	\$200,432.72	\$1,615.00	\$219,640.00	\$1,700.00	\$231,200.00
604-00310	Agri Drain Outlet Structure or Approved Equal	3	EA	\$2,019.00	\$6,057.00	\$2,584.00	\$7,752.00	\$2,495.50	\$7,486.50	\$3,631.00	\$10,893.00	\$3,500.00	\$10,500.00
607-01055	Fence Wire with Treated Wooden Posts	17,335	LF	\$4.24	\$73,500.40	\$4.00	\$69,340.00	\$4.44	\$76,967.40	\$4.08	\$70,726.80	\$4.00	\$69,340.00
607-60003	3 Foot Gate Walk	6	EA	\$282.00	\$1,692.00	\$267.00	\$1,602.00	\$366.62	\$2,199.72	\$765.00	\$4,590.00	\$260.00	\$1,560.00
607-60324	24 Foot Gate Twin	1	EA	\$1,413.00	\$1,413.00	\$1,337.00	\$1,337.00	\$1,454.44	\$1,454.44	\$1,836.00	\$1,836.00	\$1,300.00	\$1,300.00
607-60340	40 Foot Gate Twin	3	EA	\$1,640.00	\$4,920.00	\$1,550.00	\$4,650.00	\$1,678.89	\$5,036.67	\$2,040.00	\$6,120.00	\$1,500.00	\$4,500.00
608-01550	Place Asphalt Millings	9,942	SY	\$2.00	\$19,884.00	\$4.00	\$39,768.00	\$1.96	\$19,486.32	\$3.07	\$30,521.94	\$8.00	\$79,536.00
608(SPECIAL)	Place Asphalt Millings	5,706	CY	\$20.40	\$116,402.40	\$21.00	\$119,826.00	\$6.95	\$39,656.70	\$23.00	\$131,238.00	\$18.00	\$102,708.00
611-00032	32 Foot Cattle Guard	1	EA	\$22,485.00	\$22,485.00	\$32,000.00	\$32,000.00	\$28,894.09	\$28,894.09	\$32,000.00	\$32,000.00	\$45,000.00	\$45,000.00
613-01300	3 Inch Electrical Conduit (Plastic)	81	LF	\$7.90	\$639.90	\$22.00	\$1,782.00	\$15.19	\$1,230.39	\$18.00	\$1,458.00	\$10.00	\$810.00
614-00011	Sign Panel (Class I)	79	SF	\$33.95	\$2,682.05	\$22.50	\$1,777.50	\$28.73	\$2,269.67	\$22.44	\$1,772.76	\$21.00	\$1,659.00
614-00012	Sign Panel (Class II)	10	SF	\$33.95	\$339.50	\$24.60	\$246.00	\$30.98	\$309.80	\$24.48	\$244.80	\$23.00	\$230.00
614-00013	Sign Panel (Class III)	32	SF	\$33.95	\$1,086.40	\$30.00	\$960.00	\$36.59	\$1,170.88	\$29.58	\$946.56	\$25.00	\$800.00
614-00200	Steel Sign Post (U-2)	144	LF	\$33.95	\$4,888.80	\$10.70	\$1,540.80	\$13.80	\$1,987.20	\$11.22	\$1,615.68	\$6.00	\$864.00
627-00008	Modified Epoxy Pavement Marking	134	GAL	\$118.75	\$15,912.50	\$100.00	\$13,400.00	\$118.84	\$15,924.56	\$97.00	\$12,998.00	\$100.00	\$13,400.00
630-00000	Traffic Control (CIP)	1	LS	\$11,840.00	\$11,840.00	\$36,110.00	\$36,110.00	\$40,289.03	\$40,289.03	\$34,272.00	\$34,272.00	\$50,000.00	\$50,000.00
630	Traffic Control	1	LS	\$500.00	\$500.00	\$107.00	\$107.00	\$897.80	\$897.80	\$663.00	\$663.00	\$2,000.00	\$2,000.00
TOTAL AMOUNT OF SCHEDULE 1				\$1,765,647.31		\$1,893,328.10		\$1,954,636.98		\$2,000,410.54		\$2,424,502.00	
Bid Schedule Summary													
TOTAL AMOUNT OF BID SCHEDULE 1				\$1,765,647.31		\$1,893,328.10		\$1,954,636.98		\$2,000,410.54		\$2,424,502.00	

Engineer's estimate:	\$2,116,859.92	Bid in pdf:	\$1,770,359.33										
Average Bid	\$2,007,704.99	Percentage vs Engineer	17%	11%	8%	6%	-15%						

Name of Bidder (Type or Printed) _____
Signature of Bidder (Same as Proposal Form) _____
Title _____

END OF BID SCHEDULE

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Runway 11/29 Replacement Project – 2018 RTR Relocation Award		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Board accept recommendation of award and authorize board chair to sign contracts, pending receipt of FAA grants.		
LAST ACTION:	Bids received on April 26, 2018		
DISCUSSION:	<p>SEMA Construction Inc. was determined to be the lowest responsive bidder. Therefore, we recommend the work be awarded to SEMA Construction Inc. for Schedules 1, 2, and 3 in the amount of \$3,251,843.25, contingent on the availability of federal funds.</p> <p>Per Section 30-03 of the General Provisions, the Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties.</p>		
REVIEWED BY:	Staff and legal counsel has reviewed the attached recommendation of award and concurs with the Engineer's recommendation.		
FISCAL IMPACT:	FAA \$ 2,926,658 – pending grant GJRA \$325,185.25 budgeted dollars Total \$3,251,843.25		
COMMUNICATION STRATEGY:	None.		
ATTACHMENTS:	Grand Junction Regional Airport 2018 RTR Relocation– Bid Recommendation – May 25, 2018.		
STAFFCONTACT:	Eric Trinklein etrinklein@gairport.com Office: 970-248-8597		



May 25, 2018

Eric Trinklein
Project Manager
Grand Junction Regional Airport
2828 Walker Field Drive, Suite 301
Grand Junction, Colorado 81506

Project: Grand Junction Regional Airport 2018 RTR Relocation
Subject: Bid Recommendation

Dear Mr. Trinklein:

We have completed our review of the Contractors' bid proposals for the subject project. A total of five proposals were received. Mathematical errors were identified in one bid, provided by Williams Construction Contractors and were corrected in the bid pricing below.

Per Section 30-04 of the General Provisions, *"proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made"*. The two lowest bidders are Mountain Valley Contracting, Inc. and SEMA Construction, Inc.

In accordance with Division I, paragraph 16.d of the specifications, *"The project award will be based on the low bid sum of Schedule 1 plus any additional Schedule(s) awarded by the Owner. Not all schedules may be awarded. A combination of schedules may be awarded, including only a single schedule."* The following is a table summarizing the bid results:

Bidder	Schedule 1	Schedule 2	Schedule 3
Hank Williams, Inc. dba Williams Construction Contractors PO Box 704-35550 CR4000 Norwood, CO 81423 970-327-4218	\$1,462,023.58	\$579,283.83	\$1,234,031.25
Mountain Valley Contracting, Inc. 2377 – F ½ Road Grand Junction, CO 81505 970-245-1990	\$1,546,432.65	\$433,525.00	\$1,090,002.95
Reams Construction Co. PO Box 106/31527 HWY 141 Naturita, CO 81422 970-865-2886	\$1,881,006.19	\$388,408.29	\$1,716,990.29
SEMA Construction, Inc. 7353 S. Eagle Street Centennial, CO 80112 303-627-2600	\$1,834,097.00	\$267,918.00	\$1,149,828.25
Staker Parson dba Nielson Construction 825 North, Loop Road Huntington, UT 84528 435-687-0120	\$2,794,246.01	\$561,521.37	\$2,040,390.29
Engineer's Estimate	\$2,381,637.22	\$183,204.00	\$1,251,218.05

After examining all five proposals, Mountain Valley Contracting, Inc. (heretofore called MVC) was determined to be the lowest bidder. The low bid for Schedule 1-3 was found to be approximately 20 percent below the Engineer's Opinion of Probable Construction Cost, thus it is determined to be within funding parameters. Out of the five bids received three were within approximately five percent of each other with two additional bids up to 40% above the average. Out of the five bids received, the average was within one percent of the engineer's estimate, with pricing ranges from 20% below to 41% above the engineer's estimate. Based on this price analysis, it is our opinion that the apparent low bid is fair and reasonable. Based on this price analysis, it is our opinion that the apparent low bid and second low bid are fair and reasonable for the scope of the proposed work.

The bid proposals were further examined for adherence to the requirements listed in the Instructions to Bidders. Bidders were required to submit forms, executed in full, as identified on the Bidder's checklist. All contractors were researched on the System for Award Management and no exclusions were identified. The following is a table summarizing the required forms:

Bidder	Pre-Bid Attendance	DBE	Addendum #1	Addendum #2	Addendum #3	Quest	EEO	Non-Trafficking	Immigration Reform Act	Bidders Pre-Qualification	Buy American	Subcontractor/Mat'l List	DBE Letter of Intent	Good Faith Efforts	Bid Guarantee
Hank Williams, Inc.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Mountain Valley Contracting, Inc.	X	X	X	X	X	X	X	X	X	*	X	X	X	X	X
Reams Construction Co.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
SEMA Construction, Inc.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Staker Parson	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

* Submitted qualifications as part of bid package. These qualifications were incomplete and insufficient, and subsequent communications between Airport, Engineer, and Contractor were held as described below.

One proposal (MVC) was deemed irregular and clarifications were requested. Items requested for clarification included:

1. Submittal of expired state prequalification as proof of financial responsibility (\$5M capacity).
 - a. A 2017 Reviewed financial statement was provided. The reviewed financial statement was deemed to not meet the generally acceptable accounting practice requirements for certification as required by the bidding instructions.
 - b. A summary of work on hand was provided, indicating \$9M backlog as of early May.
2. Comparable projects excluded contact information
 - a. Contact phone numbers were provided for all projects presented.
3. Comparable project details upon investigation were identified as inaccurate, including missing change orders and inaccurate day counts.
 - a. Revised information was reported including underruns, and overruns.
4. Comparable completed projects provided were not currently completed and/or just beginning at time of bid.
 - a. An 180 Calendar day project with a contract amount of 4,376,32.76 was removed and identified as work in progress. This project was replaced with a City of Grand Junction project, valued at 1,163,938.55.

- b. Highline Canal Reach I was provided and quantified for the 2016/2017 season at \$1,514,348.75. Per verbal clarification this is assumed to only include the 2016/2017 costs, and the 2017/2018 efforts identified as relevant experience are under negotiation.
- 5. Response regarding ongoing and recent litigation was omitted.
 - a. MVC responded "none."

Under Division 1, Section 14 of the contract documents it indicates:

The Owner reserves the right to disqualify any bidder who has in the Owners opinion, previously failed to perform properly or complete on time, contracts of a similar nature; who is not in a position to perform the Contract; or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, material vendors or employees. In determining the lowest responsible bidder, the following elements in addition to those above-mentioned will be considered: whether the business involved 1) maintains a permanent place of business; 2) has adequate equipment available to do the work properly and expeditiously; 3) has suitable financial resources to meet the obligations incidental to the work; and 4) has appropriate technical experience.

Any bid that fails to conform to the essential requirements of the invitation for bids will be rejected.

Based on this information, it is the Engineer's opinion that for the RTR Facility, Mountain Valley Contracting has not provided appropriate essential information, nor completed a project of similar nature (size, complexity), therefore the bid was recommended for disqualification.

After examining all five proposals, SEMA Construction Inc. was determined to be the lowest responsive bidder. Therefore, we recommend the work be awarded to SEMA Construction Inc. for Schedules 1, 2, and 3 in the amount of \$3,251,843.25, contingent on the availability of federal funds. Per Section 30-03 of the General Provisions, the Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties.

If you have any questions or require additional information, please contact me at 303 825-8856 or scott.cary@meadhunt.com.

Sincerely,

MEAD & HUNT, Inc.

P. Scott Cary, PE
Program Manager

Attachments: Bid Tabulation
Mountain Valley Contracting Inc Bidder Proposal with Clarifications
Lowest Responsive Bidder Bid Proposal (SEMA Construction, Inc.)

cc: Angela Padalecki, GJT Executive Director
Marc Miller, FAA Denver Airports District Office

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	FY 2018 Scope of Services and Fee (Mead & Hunt)
PURPOSE:	Information <input type="checkbox"/> Guidance <input type="checkbox"/> Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Board approve contract pending receipt of FAA grants.
LAST ACTION:	The Board approved last year's Scope of Services #1 and this year's Scope of Services #2. Previously discussed at June 2018 board meeting.
DISCUSSION:	<p>The Grand Junction Regional Airport Authority (Authority) began in 2016 a multi-year program to relocate the primary runway. Building upon the 2017 efforts, the attached scope intends to define the foreseeable effort over the next twelve-fourteen months similar to the 2017 scoping efforts from last summer.</p> <p>This year's efforts includes construction administration services for the 27 ¼ RD construction and RTR Grading package, along with design services and project support for the next year.</p> <p>It is expected that the approved scope and fee will be executed under multiple task orders through the year as funds become available. Proactively negotiating scope items assists the airport in being nimble and efficient.</p>
REVIEWED BY	Scope and fee were reviewed by staff and FAA and fee was evaluated by an independent third party that performs similar airport services. Costs were reviewed in accordance with FAA grant assurances for consistency with industry standard prior to board action.
FISCAL IMPACT:	Federal AIP Grant - \$2,134,188 State Match – tbd Local Match – \$237,132.90 Total - \$2,371,320.90
ATTACHMENTS:	Record of Negotiation
STAFF CONTACT:	Eric Trinklein etrinklein@gjairport.com , Office: 970-248-8597



Grand Junction Regional Airport
2828 Walker Field Drive
Grand Junction, CO 81506
970-248-8597

Date: July 10, 2017

Mr. Marc Miller
Denver Airports District Office
26805 E. 68th Avenue, Room 224
Denver, Colorado 80249

RECORD OF NEGOTIATION

Job Title: Replacement Runway 11/29 Relocation Program Fiscal Year 2018/19 Engineering Services
Location: Grand Junction Regional Airport, Grand Junction, Colorado

1. The consulting firm of Mead and Hunt (Consultant) was selected on April 11, 2017, from those consultants who submitted their qualifications for the Project.
2. A scope of work was completed by the Sponsor and Consultant. A detailed Independent Fee Estimate (IFE) was performed by Shrewsberry.
3. The scope of work and request for fee proposal were sent to the FAA and Consultant.
4. A detailed cost analysis comparing the detailed independent estimate with the Consultant's fee proposal was completed. As part of the analysis Shrewsberry and the consultant were contacted to further understand assumptions made in the fee calculations.
5. Based on a review of the cost analysis, Shrewsberry had assumed all work in Design Package 1 were previously included in a 60% Design effort, however, a portion of the work will be new design. Shrewsberry increased the total hours from 4,062 to 5,020 to account for the additional design and survey work.
6. The cost analysis also determined the Consultant assumed a level of effort to perform major phasing revisions would include detailed phasing tie-ins on a 3-D level similar to the phasing concepts developed for the 60% overall design, mid design review. Based on discussion with the Consultant the work effort will be reduced to work through multiple scenarios on a more conceptual 2-D level, and will incorporate any revisions into phasing efforts in follow-on detailed design packages. Estimates include contingency to cover transition design that may not be evaluated in accordance with the defined scope. In addition, meeting attendance time was also reduced.
7. Grant support initially mirrored grant support to 2017 efforts. It was noted that additional support in writing grant application will be required. However, since the 2017 efforts have been under budget the total effort resulted in a reduction from the original estimate.
8. Financial assistance- this is proposed as a Time and Equipment (T&E) item as we see significant variability in the level of effort needed throughout the year. The original IFE assumed only minor updates to existing financial forms. Per discussions, the average number of hours per month in technical support was reduced to 14 hours per month. The actual hours negotiated are higher than the numbers presented in the original IFE to account for staff augmentation in the current absence of a Finance Director, and to provide airport specific expertise for cash flow modeling.

9. The IFE from Shrewsberry:

Task 203: FY 2018 Scope Development	309
Task 204: Construction Administration – RTR Grading Package.....	3,088
Task 205: Construction Administration – 27 ¼ Road Relocation	2,522
Task 206: Design - 2019 Airfield Improvements Package 1	5,020
Task 207: Design - 2019 Airfield Improvements Package 2	3,628
Task 208: FY 2019 Bidding.....	176
Task 209: FAA and Tenant Coordination.....	500
Task 210: Supplemental Geotechnical Investigation	248
Task 211: Runway Program Phasing	308
Task 212: Runway Grant Administration / Financial Planning Services.....	484

Total: 16,283 hours

Total Cost: \$2,640,650.10

10. The Consultant submitted their final fee proposal for the work:

Task 203: FY 2018 Scope Development	218
Task 204: Construction Administration – RTR Grading Package.....	2,229
Task 205: Construction Administration – 27 ¼ Road Relocation	1,864
Task 206: Design - 2019 Airfield Improvements Package 1	5,327
Task 207: Design - 2019 Airfield Improvements Package 2	3,632
Task 208: FY 2019 Bidding.....	181
Task 209: FAA and Tenant Coordination.....	508
Task 210: Supplemental Geotechnical Investigation	64
Task 211: Runway Program Phasing	336
Task 212: Runway Grant Administration / Financial Planning Services.....	723

Total: 15,082 hours

Total Project: \$2,371,320.90

11. As shown the Consultant's fees are lower than the independent estimators.
12. The final fee proposal is considered reasonable by the Sponsor. A contract has been prepared for the agreement between the Sponsor and consultant.
13. The scope of work, Consultant's fee proposal, and Sponsor's fee analysis is attached to this record of negotiation and hereby submitted to the ADO for a reasonableness of cost determination.
14. The negotiations were conducted in good faith to ensure the fees are fair and reasonable. The procedures outlined in AC 150/5100-14 have been followed.

Feel free to contact me, if you require any additional information or need any clarification.

Sincerely,

Eric Trinklein
Planning and Development Manager

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	AIP 54 Change Order #4-IHC		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Staff recommends the Board approve AIP: 3-08-0027-054-2016 Change Order #4 to Interstate Highway Construction, Inc. (IHC).		
LAST ACTION:			
DISCUSSION:	This change order provides pay items for IHC to reimburse the Sponsor for cost related to additional engineering fees related to construction suspension (time between final inspection and beginning removal and replacement of P-501) and for construction materials testing, construction administration, construction observation and project closeout services due to removal and replacement of P-501.		
REVIEW BY:	The revised pavement construction parameters were coordinated, reviewed and agreed upon by the FAA and Staff.		
FISCAL IMPACT:	None-to be reimbursed by Contractor		
ATTACHMENTS:	1. Change Order Number Four		
STAFF CONTACT:	Eric Trinklein etrinklein@gjairport.com 970-248-8597		

CONTRACT CHANGE ORDER NO. 4**AIRPORT** Grand Junction Regional Airport **DATE** July 1, 2018**LOCATION** Grand Junction, Colorado **AIP PROJECT NO.** 3-08-0027-054-2016**CONTRACTOR** Interstate Highway
Construction

Item No.	Description	Unit	Unit Price	Quantity	Amount
C/O 4.1	Reimbursement for Construction Materials Testing - Remove & Replace P-501	Allowance	(\$79,800.00)	1	(\$79,800.00)
C/O 4.2	Reimbursement for On-Site P-501 Beam Testing - Remove & Replace P-501	Allowance	(\$12,400.00)	1	(\$12,400.00)
C/O 4.3	Reimbursement for Construction Administration Services - Remove & Replace P-501	Allowance	(\$121,400.00)	1	(\$121,400.00)
C/O 4.4	Reimbursement for Construction Observation Services - Remove & Replace P-501	Allowance	(\$217,350.00)	1	(\$217,350.00)
C/O 4.5	Reimbursement for Project Closeout Services - Remove & Replace P-501	Allowance	(\$4,800.00)	1	(\$4,800.00)
C/O 4.6	Reimbursement for Construction Administrative Services Related to Construction Suspension	Allowance	(\$25,000.00)	1	(\$25,000.00)
This Change Order Total					(\$460,750.00)
Previous Change Order(s) Total					\$2,197.50
Revised Contract Total					\$3,820,282.00

The time provided for completion in the contract is extended 106 calendar days, based on starting August 7, 2018, requiring completion on November 21, 2018. This document shall become an amendment to the contract and all provisions of the contract will apply. Changes are shown on the attached documents.

Recommended by:EngineerDate**Approved by:**OwnerDate**Accepted by:**ContractorDate**Concurred by:**State Aeronautics (if applicable)Date**Approved by:**Federal Aviation AdministrationDate

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 PROJECT NO. 3-08-0027-054-2016 CHANGE ORDER NO. 4AIRPORT Grand Junction Regional Airport LOCATION Grand Junction, CO**JUSTIFICATION FOR CHANGE****1. Brief description of the proposed Contract change(s) and location(s).**

This change order provides pay items for IHC to reimburse the Sponsor for cost related to additional engineering fees related to construction suspension (time between final inspection and beginning removal and replacement of P-501) and for construction materials testing, construction administration, construction observation and project closeout services due to removal and replacement of P-501.

Contract time will be extended 106 calendar days, resulting in a revised contract time of 254 calendar days. Liquidated damages will be charged for any days used beyond the revised contract time.

2. Reason(s) for the change(s). (Continue on reverse if necessary.)

Construction materials testing results indicated that all P-501 placed in the project requires removal and replacement at IHC's expense.

3. Justifications for Unit Prices or Total Cost.

The Sponsor performed an independent fee evaluation of the additional engineering fees. The fees used to establish the unit prices were found to be fair market value.

4. The Sponsor's share of this cost is available from:

Grand Junction Regional Airport's Capital Improvement Funds will be used to pay the additional engineering fees which will be deducted from payment due to IHC. This change order will not result in additional overall project costs for the Sponsor and FAA.

5. 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 ☒.**6. Has consent of surety been obtained? Yes ☒ Not Necessary ☐.**

Chubb confirmed their knowledge that IHC will remove and replace P-501 "directly through a contract modification" via email dated April 12, 2018.

7. Will this change affect the insurance coverage? Yes ☒ No ☐.**8. If yes, will the policies be extended? Yes ☒ No ☐.****9. Has this (Change Order) (Supplemental Agreement) been discussed with FAA officials?**

Yes ☒ No ☐ When June 2018 With Whom Denver ADO Marc Miller

Comment Change has been discussed with airport staff.

Submit 4 copies to the FAA

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Employee Health Benefits		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Board approval of employee health benefits beginning September 1, 2018		
LAST ACTION:			
DISCUSSION:	Hub has presented the following health benefit packages for staff.		
REVIEWED BY:	Staff has reviewed and recommends implementing this employee benefit package.		
FISCAL IMPACT:	\$13,000 - \$20,000 increase in 2018/2019 GJRAA health care premiums		
COMMUNICATION STRATEGY:	None.		
ATTACHMENTS:	Health Benefit Package		
STAFFCONTACT:	Angela Padalecki		

Action Item 2018/2019 Employee Health Benefits

➤ Objectives

- Add additional medical plan design options
- Reduce premium obligation for employees with dependent coverage
- Move closer to benchmark with western slope and small employers
- Add Section 125 Flexible Spending Account Program

Benchmarking - 2017 Employers Council Survey (formerly MSEC)

Plan Design Benchmarking	Public Sector	1 to 49 employees	Western Slope	GJRAA Today	GJRAA Proposed
100% Employer Paid Employee Paid Premium	15%	17%	14%	Yes	No
Average Employer/Employee Premium Split Single Employee	85%/15%	80%/20%	86%/14%	100%/0%	95%/5%
Average Employee Only Premium/Month	\$87	\$96	\$96	\$0	\$29
Average Employer/Dependent Premium Split	76%/24%	55%/45%	78%/22%	70%/30%	60%/40%
Average Employee Paid Family Share	\$383	\$562	\$349	\$935	\$672
Average HMO Plan Deductible	\$810	\$850	\$970	\$1,000	\$3,000
Average HMO Out of Pocket	\$2,890	\$3,610	\$3,310	\$6,500	\$6,000
Average HMO Co Pay	\$30	\$30	\$25	\$15	\$30
Average Health Savings Account annual contribution single	\$740	\$576	\$542	N/A	\$1,188
Average Health Savings Account annual contribution family	\$1,271	\$1,089	\$801	N/A	\$1,188
Offer FSA Plan	85%	74%	77%	No	Yes

Current vs. Proposed Plan Design

	CURRENT PLAN			NEW - UHC PPO			NEW - UHC HSA					
DEDUCTIBLE												
Individual				PPO:	T1: \$1,000; T2: \$2,500		EPO:	\$3,000		PPO:	\$3,500	
Family				PPO:	T1: \$2,000; T2: \$5,000 (embedded)		EPO:	\$6,000 (embedded)		PPO:	\$7,000 (embedded)	
OUT-OF-POCKET MAX												
Individual				PPO:	\$6,500 (includes ded.)		EPO:	\$5,500 (includes ded.)		PPO:	\$6,150 (includes ded.)	
Family				PPO:	\$13,000 (embedded; includes ded.)		EPO:	\$11,000 (embedded; includes ded.)		PPO:	\$12,300 (embedded; includes ded.)	
PHYSICIAN SERVICES												
Office Visits				PPO:	T1: \$15/\$50 (ded. waived); T2: \$40/\$70 (ded. waived)		EPO:	\$30/\$60 (ded. waived 3 visits) then 20% after ded.		PPO:	20% after ded.	
Preventive Care				PPO:	0% (ded. waived)		EPO:	0% (ded. waived)		PPO:	0% (ded. waived)	
Diagnostic Lab/X-Ray				PPO:	T1: \$40/\$70 (ded. waived); T2: 40% after ded.		EPO:	FreeStanding: 20% after ded.; OPHospital: \$250 + 20% after ded.		PPO:	20% after ded.	
Imaging (CT/PET scans, MRIs)				PPO:	T1: 20% after ded.; T2: 40% after ded.		EPO:	FreeStanding: 20% after ded.; OPHospital: \$500 + 20% after ded.		PPO:	20% after ded.	
PRESCRIPTION DRUGS												
Rx				PPO:	\$15/\$50/\$80/\$200/\$300 (ded. waived all tiers)		EPO:	\$15/\$50/\$135/\$300 (Rx:401 Essential)		PPO:	MedDed (1-4); \$15/\$45/\$90/\$250 (Rx:271 Advantage)	
HOSPITAL FACILITY SERVICES												
Inpatient Hospital Services				PPO:	T1: 20% after ded.; T2: 40% after ded.		EPO:	\$500 + 20% after ded.		PPO:	20% after ded.	
Outpatient Surgery in a Hospital				PPO:	T1: 20% after ded.; T2: 40% after ded.		EPO:	\$500 + 20% after ded.		PPO:	20% after ded.	
EMERGENCY SERVICES												
Emergency Room				PPO:	\$500, then 20% after Tier 1 ded.		EPO:	\$500 + 20% after ded.		PPO:	20% after ded.	
Urgent Care				PPO:	\$50 (ded. waived)		EPO:	\$30 (ded. waived)		PPO:	20% after ded.	
Employee Rate Data				CURRENT PLAN			NEW - UHC PPO			NEW - UHC HSA		
Dependent Tier				Total Rate		Employee Per Pay	Total Rate		Employee Per Pay	Total Rate		Employee Per Pay
Employee Only				\$666.78		\$0.00	\$579.00		\$14.48	\$592.00		\$14.80
Employee and Spouse				\$1,333.56		\$233.37	\$1,159.00		\$188.48	\$1,183.00		\$192.10
Employee and Child(ren)				\$1,233.54		\$198.37	\$1,072.00		\$162.38	\$1,094.00		\$165.40
Family				\$1,900.32		\$431.74	\$1,651.00		\$336.08	\$1,686.00		\$343.00

Final rates subject to change after final enrollment and underwriting

Dental



Voluntary Dental

Carrier:	<u>Delta Dental</u>		<u>Delta Dental</u>	
Plan Name:	<u>Plus Premier</u>		<u>Plus Premier 4C</u>	
Plan Type:	<u>DPPO</u>		<u>DPPO</u>	
Effective Date:	<u>9/1/2018</u>		<u>9/1/2018</u>	
DEDUCTIBLE	CURRENT		NEW	
Individual	PPO:	\$50	PPO:	\$50
Family	PPO:	\$150	PPO:	\$150
Waived for Preventive	PPO:	Yes	PPO:	Yes
DENTAL SERVICES				
Preventive Care	PPO:	100%	PPO:	100%
Basic Services	PPO:	80%	PPO:	80%
Major Services	PPO:	50%	PPO:	50%
Periodontal Surgery	PPO:	Major	PPO:	Basic
Endodontic Surgery	PPO:	Major	PPO:	Basic
ORTHO				
Orthodontics	PPO:	Not Included	PPO:	Not Included
BENEFIT MAXIMUMS				
Annual Benefit Max	PPO:	\$2,000 per person per calendar year	PPO:	\$2,000 per person per calendar year
Lifetime Ortho Annual Benefit Max	PPO:	Not Included	PPO:	Not Included

Vision



Voluntary Vision

Carrier:	<u>VSP</u>		<u>VSP</u>	
Plan Name:	<u>Plan B</u>		<u>Plan B</u>	
Plan Type:	<u>PPO</u>		<u>PPO</u>	
Effective Date:	<u>9/1/2018</u>		<u>9/1/2018</u>	
VISION EXAMS		CURRENT	New	
Exam	PPO:	Covered in full after \$10 Copay	PPO:	Covered in full after \$10 Copay
LENSES AND FRAMES				
Single Vision Lenses	PPO:	\$25 Copay	PPO:	\$25 Copay
Bifocals	PPO:	\$25 Copay	PPO:	\$25 Copay
Trifocals	PPO:	\$25 Copay	PPO:	\$25 Copay
Lenticular	PPO:	\$25 Copay	PPO:	\$25 Copay
Frames	PPO:	\$25 copay; \$130 allowance, Brand Frames; \$150 allowance, 20% savings on the amount over allowance amount	PPO:	\$25 copay; \$130 allowance, Brand Frames; \$150 allowance, 20% savings on the amount over allowance amount
CONTACTS				
Necessary	PPO:	\$0 Copay, paid in full	PPO:	\$0 Copay, paid in full
Elective	PPO:	\$130 allowance plus 15% savings	PPO:	\$130 allowance plus 15% savings
BENEFIT FREQUENCY				
Examination	PPO:	One visit/12 months	PPO:	One visit/12 months
Lenses	PPO:	One visit/12 months	PPO:	One visit/12 months
Frames	PPO:	One visit/24 months	PPO:	One visit/24 months

Total Cost Comparison

		EE	ES	EC	FAM	
Current BMHP Monument Health Plan						
	Total Premium	\$666.75	\$1,333.56	\$1,233.54	\$1,900.32	
Monthly	GJRAA Contribution	\$666.75	\$866.79	\$836.79	\$1,036.82	
Bi Weekly	Employee Pays	\$0.00	\$233.37	\$198.37	\$431.74	\$254,314.62 Current Annualized Cost Medical
Direct Primary Care		EE	ES	EC	FAM	
	UHC Choice Direct Silver	\$ 579	\$1,159	\$1,072	\$1,651	<i>Colorado Market Increase for Small Group health insurance in 2018 is averaging 8.9%</i>
	GJRAA Contribution	\$550.05	\$782.05	\$747.25	\$978.85	
	Appleton Clinic	\$99	\$99	\$99	\$99	
Monthly	Total GJRAA Contribution/Appleton	\$649.05	\$881.05	\$846.25	\$1,077.85	
Bi Weekly	Employee Pays	\$14.48	\$188.48	\$162.38	\$336.08	\$267,602.40 Difference to current \$13,287.78
						Represents 5.2% increase with one extra family
Health Savings Account		EE	ES	EC	FAM	
	UHC Choice Plus HSAa Silver	\$592	\$1,183	\$1,094	\$1,686	
	GJRAA Contribution	\$562.40	\$798.80	\$763.20	\$1,000.00	
	Health Savings Account Contribution	\$99	\$99	\$99	\$99	
Monthly	Total GJRAA Contribution/HSAa	\$661.40	\$897.80	\$862.20	\$1,099.00	
Bi Weekly	Employee Pays	\$14.80	\$192.10	\$165.40	\$343.00	\$272,745.60 Difference to current \$18,430.98
						Represents 7.2% increase with one extra family

***Final Rates are based on final enrollment and underwriting.

Appleton Clinic -Direct Primary Care

- \$99 per adult per month/children under 26 free
 - Lab work performed at Appleton included in cost
- Unlimited primary/urgent care office visits
- 100 generic drugs stocked in dispensary- no cost
- Hours 8:00 to 5:00 pm Monday - Friday
- After hours/weekends/doctors on call available-no cost

GJT

Grand Junction Regional Airport June 2018 Board Meeting



Call to Order

Approval of Agenda

Commissioner Comments

Citizen Comments

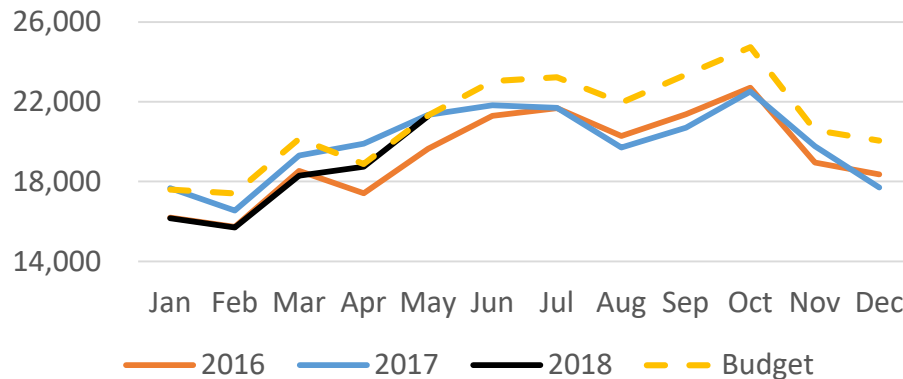
- The Grand Junction Regional Airport Authority welcomes respectful public comments at its meetings. The Citizens Comment section is open to all individuals that would like to comment. If you wish to speak under the Citizens Comment portion of the agenda, please fill out a comment card prior to the meeting. If you have a written statement for the Board, please have 10 copies available and give them to the Executive Director who will distribute them to the Board. The Board Chairman 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 Chairman, 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.

➤ Director's Report

Activity Update

May 2018 enplanements were almost flat vs. budget and May 2017 levels; Commercial landings were up YOY due to 13 more diversions in May 2018

Enplanements



Highlights:

- Load factors were up, resulting in flat enplanements despite 4% reduction in capacity
- American led the airlines with 710 more enplanements than May 2017

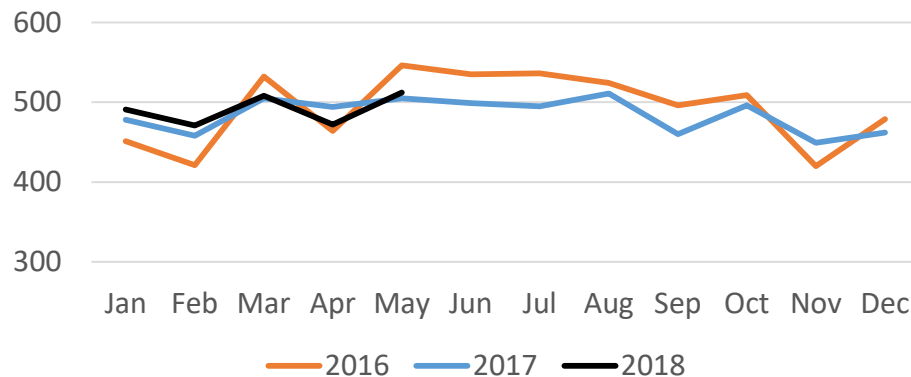
May YTD 2016: 87,526

May YTD 2017: 94,763

May YTD 2018: 90,171

May YTD Budgeted: 95,340

Commercial Passenger Landings



Highlights:

- 21 diversions in May 2018 vs. 8 in May 2017
- Most diversions were gas & go- causing little affect to deplanements

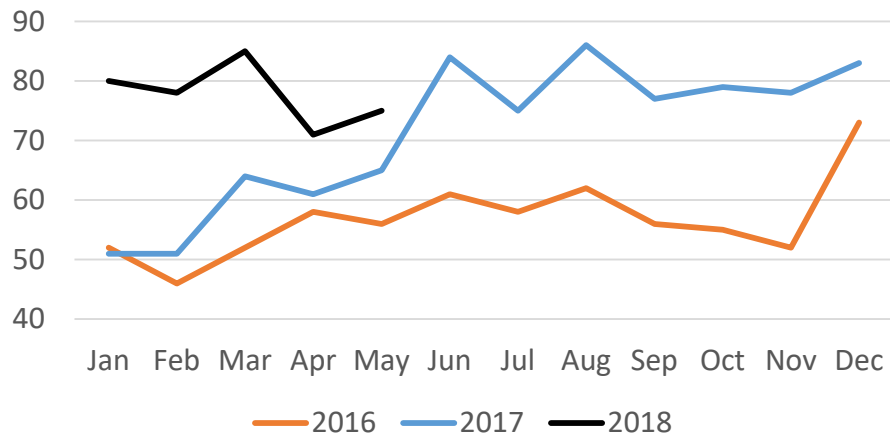
May YTD 2016: 2,414

May YTD 2017: 2,440

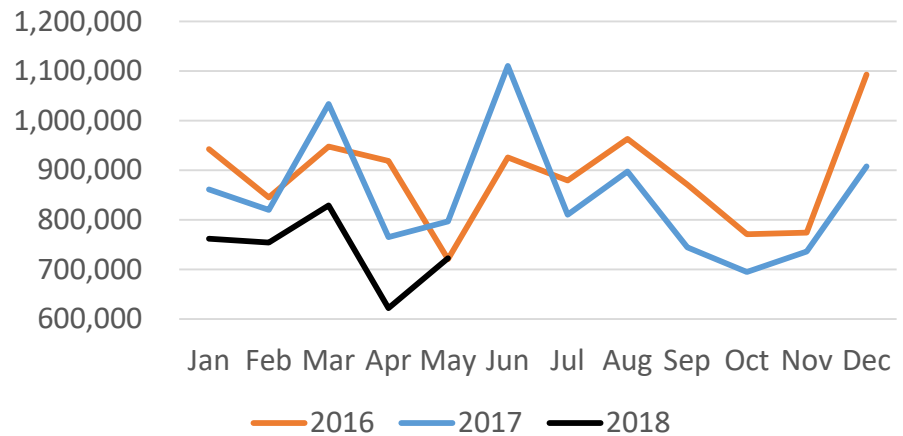
May YTD 2018: 2,454

Cargo gross weight was down less year-over-year compared to the first four months of the year

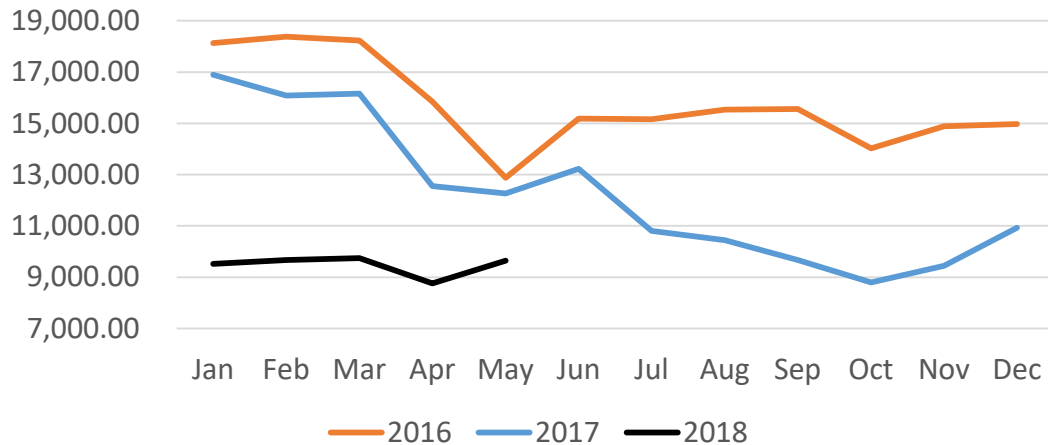
Cargo Landings



Cargo Gross Weight (lbs)



Cargo lbs per landing



Highlights:

- FedEx freight ON increased 7% year-over-year
- FedEx freight OFF decreased 22% year-over-year
- KeyLime freight ON decreased 45% year-over-year
- KeyLime freight OFF increased 157% year-over-year

Financial Update

Operating revenues were slightly below budget and operating expenses continue to be well below budget

Grand Junction Regional Airport Authority Statements of Changes in Net Position

Unaudited - subject to change

As of Date: 05/31/2018

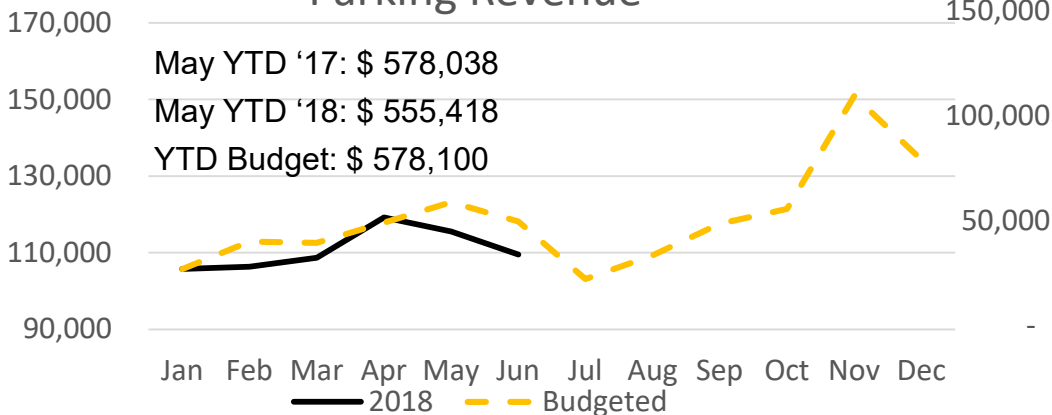
	Year to Date 05/31/2018	Year To Date 05/31/2018	Year to Date 05/31/2017	Year To Date 05/31/2018	Year To Date 05/31/2018	Month 05/31/2018	Month 05/31/2018	Month 05/31/2017	Month 05/31/2018	Month 05/31/2018
	Budget	Actual	actual	Budget Diff	Budget % Var	Budget	Actual	actual	Budget Diff	Budget % Var
Operating revenue										
Aeronautical revenue	1,053,300	1,109,145	1,090,056	55,845	5.30 %	223,900	227,395	226,652	3,495	1.56 %
Non-aeronautical revenue	1,481,981	1,437,702	1,446,273	(44,279)	(2.98) %	304,800	295,450	306,912	(9,350)	(3.06) %
Total Operating revenues	2,535,281	2,546,847	2,536,329	11,566	0.45 %	528,700	522,845	533,564	(5,855)	(1.10) %
Operating expenses	2,141,015	1,666,998	1,604,400	(474,017)	(22.13) %	491,453	302,395	271,590	(189,058)	(38.46) %
Net Operating Income (loss)	394,266	879,849	931,929	485,583	123.16 %	37,247	220,450	261,974	183,203	491.85 %

Highlights:

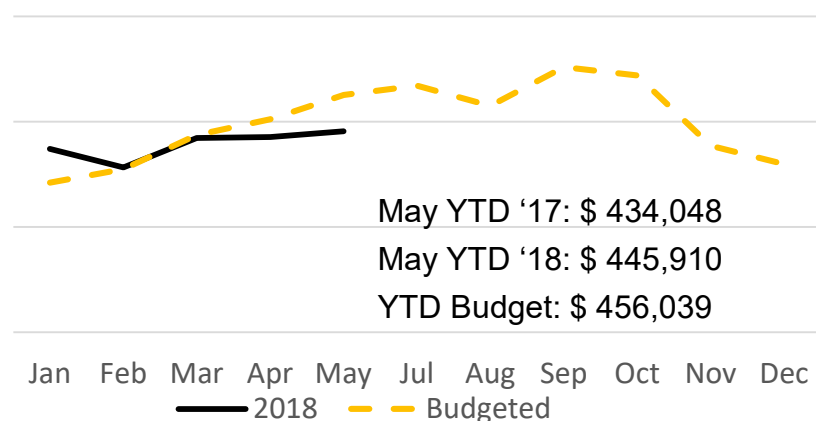
- Revenues are down driven by lower April enplanements. Parking, Rental Car, and Concessions revenues reflect April activity because these revenues are always on a one month lag.
- Expenses are below budget primarily due to expenses being pushed to later in the year. Expenses are forecasted to come in about \$20K under budget for the year.

Parking, rental car, and concessions revenues were down primarily due to fewer enplanements

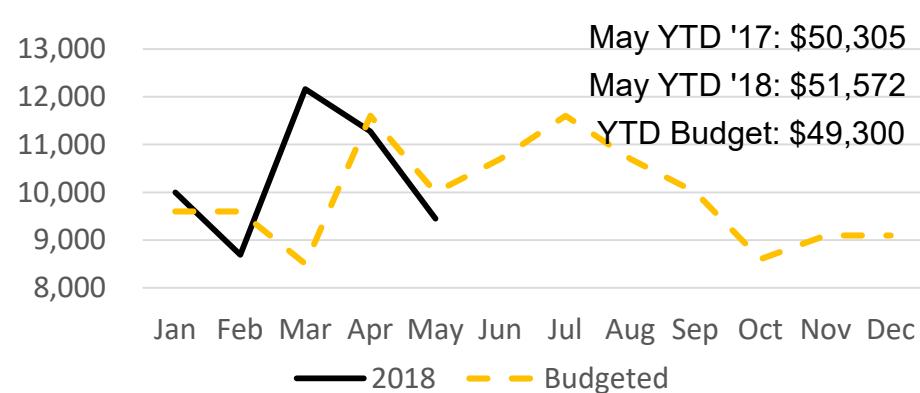
Parking Revenue



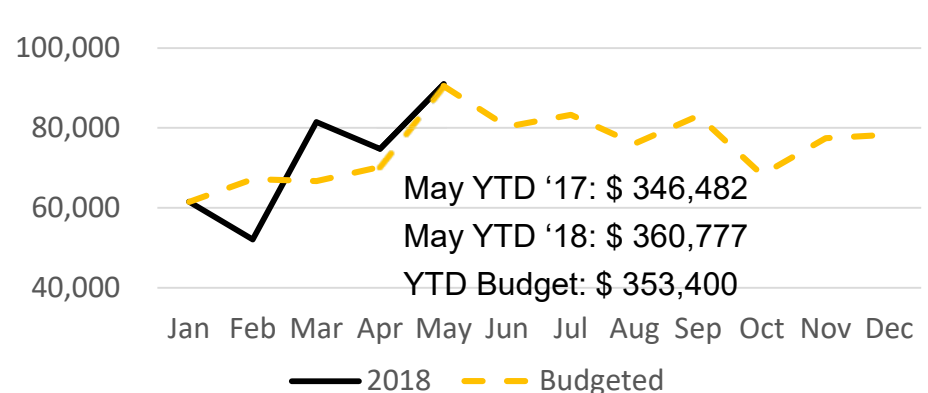
Rental Car Revenue



Concession Revenue



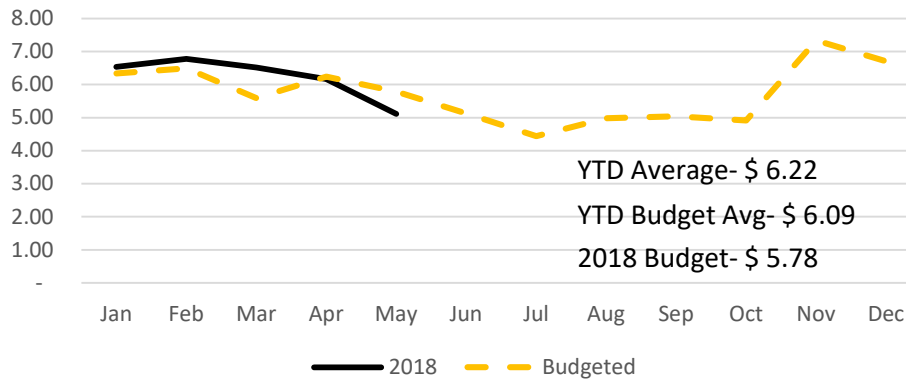
PFC Revenue



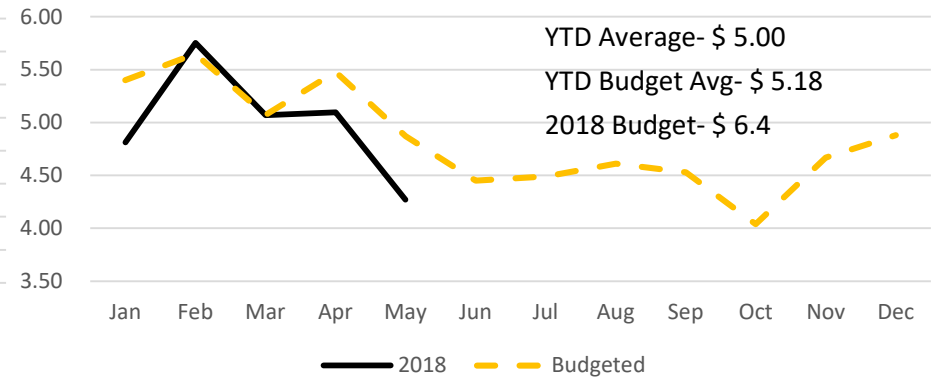
*Parking, Rental Car, and Concessions revenues reflect April activity because these revenues are always on a one month lag.

Rental car revenue per enplanement is down \$0.64 from prior year while the first four months of the year had increased from prior year

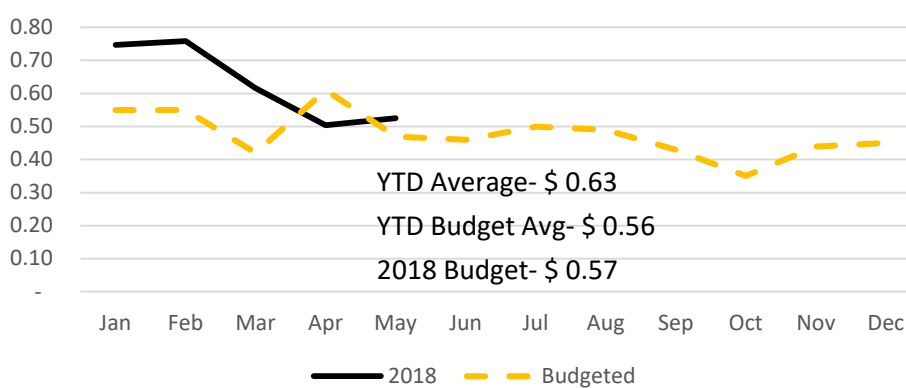
Revenue per Enplanement
Parking



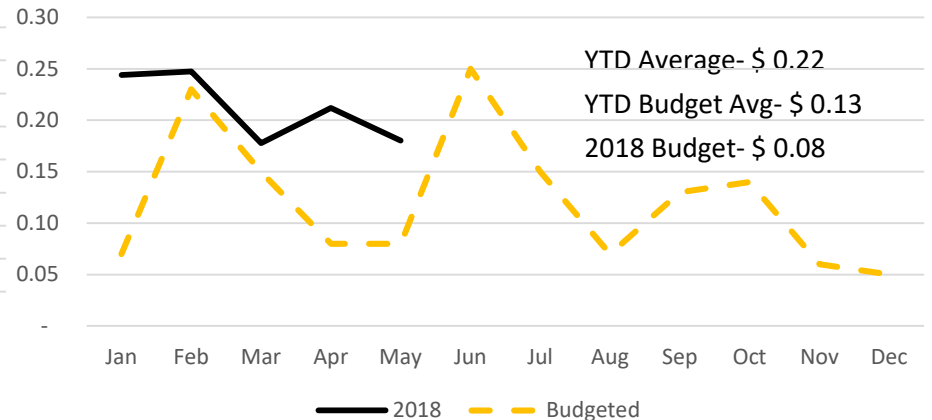
Revenue per Enplanement
Rental Car



Revenue per Enplanement
Concessions



Revenue per Enplanement
Ground Transportation



❖ Concessions % revenue is tiered based off of annually cumulative sales, restarting in April each year.

Operations Update

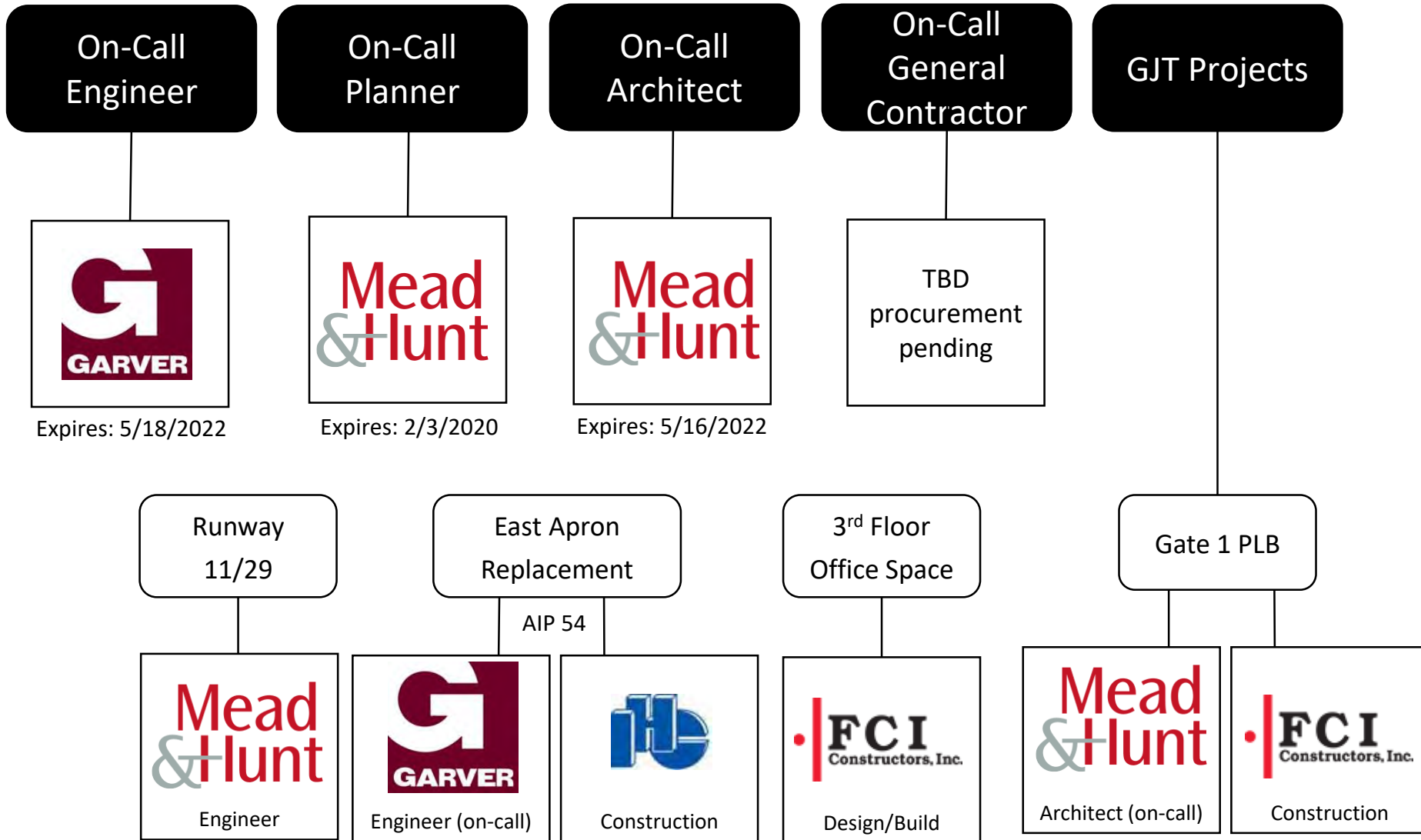
Projects Update

FAA Grant Offers

- Anticipate five Grants from FAA this summer
 - Remote Transmitter/Receiver Grading Construction
 - \$3.6M
 - Relocate 27 ¼ Road Construction
 - \$2.2M
 - Rehabilitate Taxiway A Construction
 - \$1.7M
 - Reimbursable Agreement – FAA Remote Transmitter/Receiver (Building)
 - \$680k
 - 2019 Engineering Services-Mead & Hunt
 - \$900k

*Subject to availability of Federal funds

Consultant/Contractor Landscape

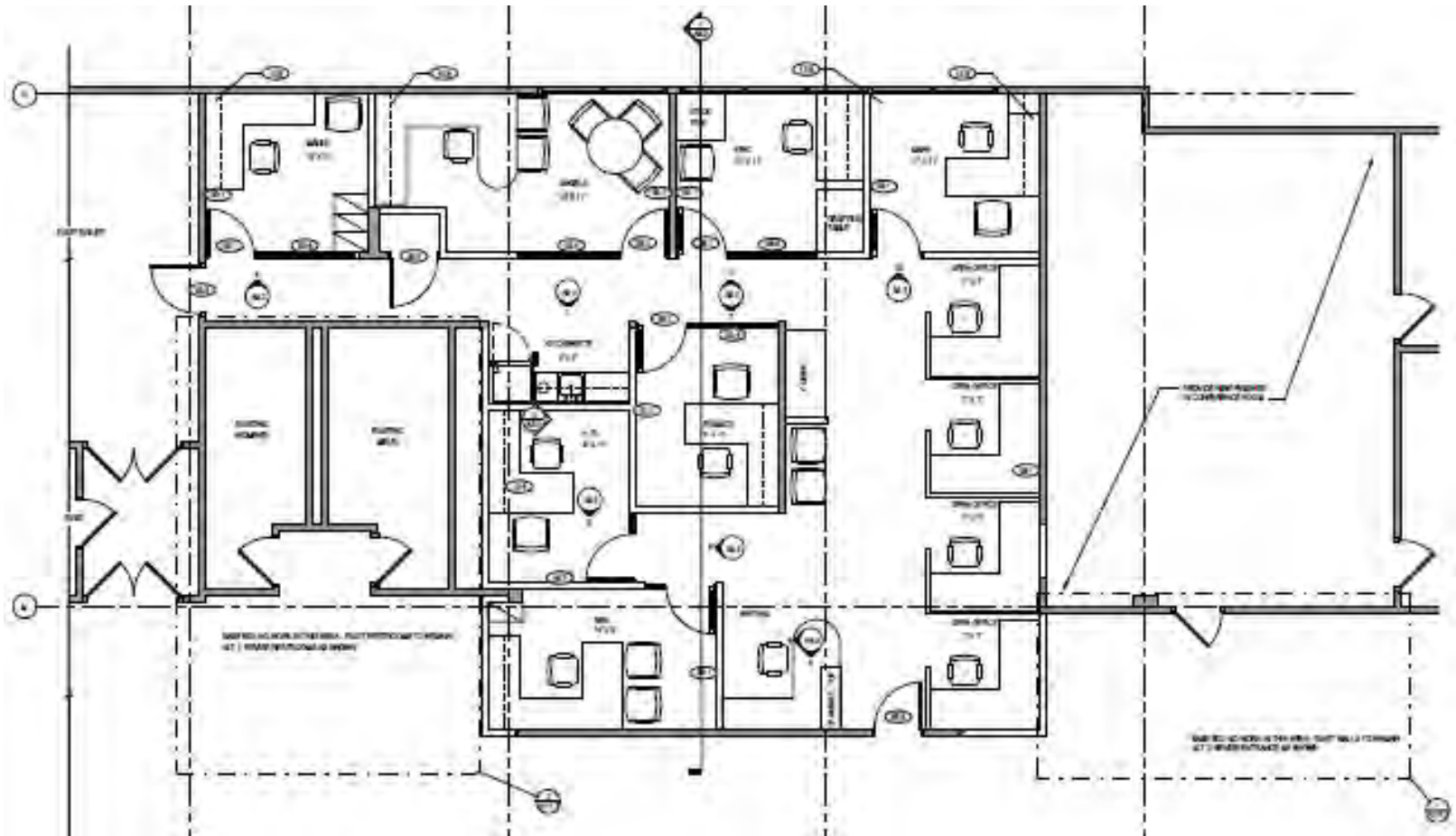


General Contractor Procurement Schedule

LOI Responses Due	July 20 - 2 PM
Issue RFP to Shortlisted Firms	July 25
RFP Responses Due to Owner	August 28, 2018
Scope Review/Work Sessions with Top Ranked Firms	September 07
Rank Firms/Reconcile Guaranteed Maximum Price	September 10-18
Presentation for Approval to Grand Junctional Regional Airport Authority	September 18
Start Construction	As soon as Practical

Contractor Update

Third Floor Administration Office

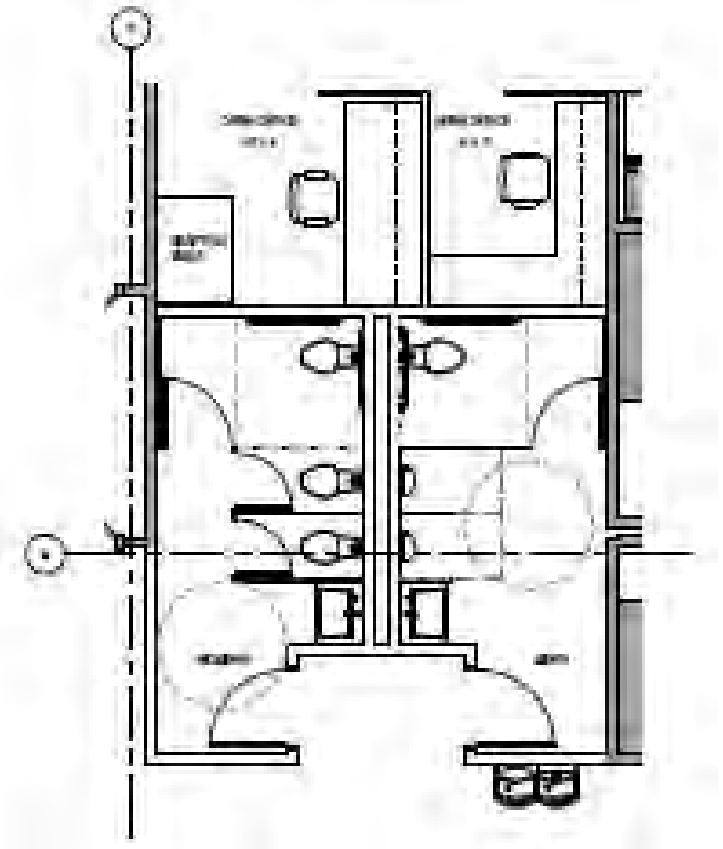
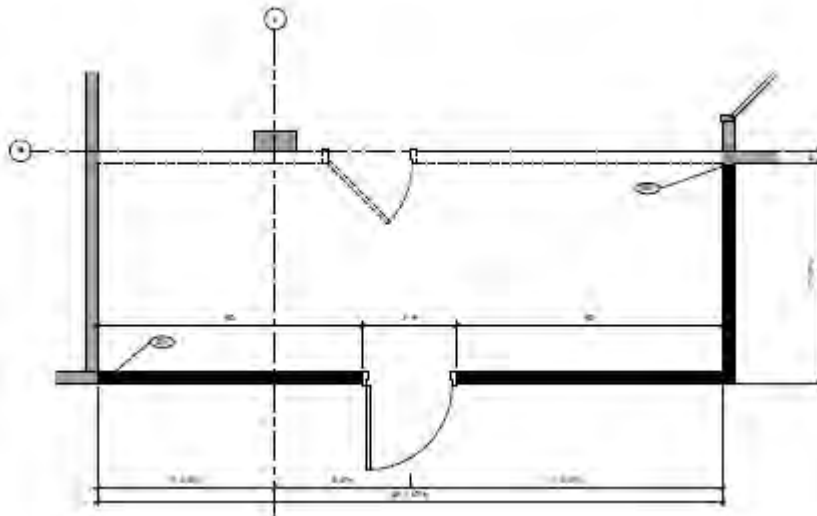


➤ Estimate \$275,220

➤ 12 week construction time

Third Floor Administration Office

- Alternative
 - Conference Room
 - \$32,131

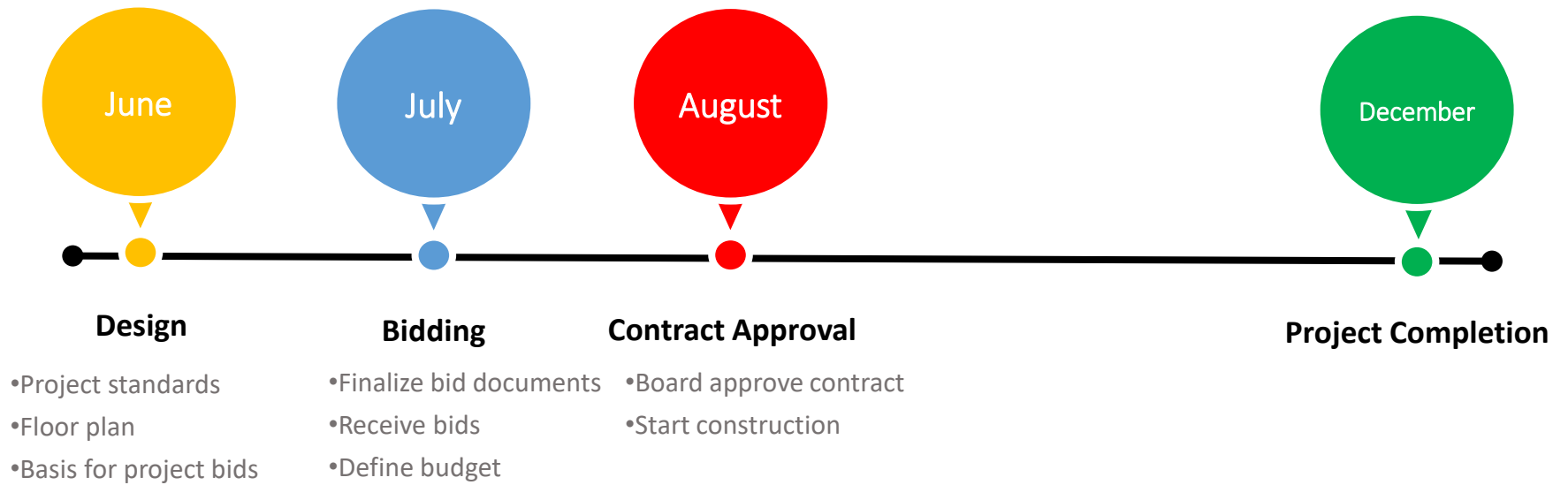


- Alternative
 - Restrooms
 - \$159,501

Third Floor Administration Office

- Consolidate Administrative Staff
- Design/build project with FCI and Blythe
- Design Development Estimates have been provided
- Base Project 2,419 square feet
- Restroom/Open offices 483 square feet
- Conference room 186 square feet
- Scheduled Completion Q4 2018

Third Floor Administration Office



Consent Agenda

- The Consent Agenda is intended to allow the Board to spend its time on the more complex items on the agenda. These items are perceived as non-controversial and can be approved by a single motion. The public or Board Members may ask that an item be removed from the Consent Agenda and be considered individually.
- June 19, 2018 Meeting Minutes
- Banking Resolution
- Employee Handbook Update
- Colorado Open Records Act Policy and Procedures
- Executive Director outside Board membership
- Sky Adventures sublease renewal
- IT Service Contract Renewal - Sequent
- Passenger Loading Bridge Ball Screw Replacement
- Runway Rubber Removal, Airfield Painting, and Runway Friction Testing
- FAA Grant Offer Approval
- FAA Grant Application Approval
- Invoice Replacement Runway 12/30 Project Design - Mead & Hunt
- Invoice Terminal Renovation Design - Mead & Hunt
- Invoice Taxiway Alpha Rehabilitation Design - Garver
- Scope of Work Garver Taxiway A Construction Administration
- Scope of Work Garver East Terminal Apron Construction Administration

- Recommendation of Award 27 ¼ Road Relocation

- Recommendation of Award Remote Transmitter/
Receiver Relocation

- Scope of Work Mead and Hunt 2019

FY 2018 Scope of Services Outline

- Task 203 FY 2018 Scope Development
- Task 204 Construction Administration – RTR Grading Package – 120 days
- Task 205 Construction Administration – 27 ¼ Road Relocation – 100 days
- Task 206 Design - 2019 Airfield Improvements Package 1 – (\$10M package)
- Task 207 Design - 2019 Airfield Improvements Package 2 - (\$10M package)
- Task 208 FY 2019 Bidding
- Task 209 FAA and Tenant Coordination
- Task 210 Supplemental Geotechnical Investigation
- Task 211 Runway Program Phasing
- Task 212 Runway Grant Administration / Financial Planning Services

➤ Change Order East Terminal Apron

Action Item 2018/2019 Employee Health Benefits

➤ Objectives

- Add additional medical plan design options
- Reduce premium obligation for employees with dependent coverage
- Move closer to benchmark with western slope and small employers
- Add Section 125 Flexible Spending Account Program

Benchmarking - 2017 Employers Council Survey (formerly MSEC)

Plan Design Benchmarking	Public Sector	1 to 49 employees	Western Slope	GJRAA Today	GJRAA Proposed
100% Employer Paid Employee Paid Premium	15%	17%	14%	Yes	No
Average Employer/Employee Premium Split Single Employee	85%/15%	80%/20%	86%/14%	100%/0%	95%/5%
Average Employee Only Premium/Month	\$87	\$96	\$96	\$0	\$29
Average Employer/Dependent Premium Split	76%/24%	55%/45%	78%/22%	70%/30%	60%/40%
Average Employee Paid Family Share	\$383	\$562	\$349	\$935	\$672
Average HMO Plan Deductible	\$810	\$850	\$970	\$1,000	\$3,000
Average HMO Out of Pocket	\$2,890	\$3,610	\$3,310	\$6,500	\$6,000
Average HMO Co Pay	\$30	\$30	\$25	\$15	\$30
Average Health Savings Account annual contribution single	\$740	\$576	\$542	N/A	\$1,188
Average Health Savings Account annual contribution family	\$1,271	\$1,089	\$801	N/A	\$1,188
Offer FSA Plan	85%	74%	77%	No	Yes

Current vs. Proposed Plan Design

	CURRENT PLAN			NEW - UHC PPO			NEW - UHC HSA					
DEDUCTIBLE												
Individual				PPO:	T1: \$1,000; T2: \$2,500		EPO:	\$3,000		PPO:	\$3,500	
Family				PPO:	T1: \$2,000; T2: \$5,000 (embedded)		EPO:	\$6,000 (embedded)		PPO:	\$7,000 (embedded)	
OUT-OF-POCKET MAX												
Individual				PPO:	\$6,500 (includes ded.)		EPO:	\$5,500 (includes ded.)		PPO:	\$6,150 (includes ded.)	
Family				PPO:	\$13,000 (embedded; includes ded.)		EPO:	\$11,000 (embedded; includes ded.)		PPO:	\$12,300 (embedded; includes ded.)	
PHYSICIAN SERVICES												
Office Visits				PPO:	T1: \$15/\$50 (ded. waived); T2: \$40/\$70 (ded. waived)		EPO:	\$30/\$60 (ded. waived 3 visits) then 20% after ded.		PPO:	20% after ded.	
Preventive Care				PPO:	0% (ded. waived)		EPO:	0% (ded. waived)		PPO:	0% (ded. waived)	
Diagnostic Lab/X-Ray				PPO:	T1: \$40/\$70 (ded. waived); T2: 40% after ded.		EPO:	FreeStanding: 20% after ded.; OPHospital: \$250 + 20% after ded.		PPO:	20% after ded.	
Imaging (CT/PET scans, MRIs)				PPO:	T1: 20% after ded.; T2: 40% after ded.		EPO:	FreeStanding: 20% after ded.; OPHospital: \$500 + 20% after ded.		PPO:	20% after ded.	
PRESCRIPTION DRUGS												
Rx				PPO:	\$15/\$50/\$80/\$200/\$300 (ded. waived all tiers)		EPO:	\$15/\$50/\$135/\$300 (Rx:401 Essential)		PPO:	MedDed (1-4); \$15/\$45/\$90/\$250 (Rx:271 Advantage)	
HOSPITAL FACILITY SERVICES												
Inpatient Hospital Services				PPO:	T1: 20% after ded.; T2: 40% after ded.		EPO:	\$500 + 20% after ded.		PPO:	20% after ded.	
Outpatient Surgery in a Hospital				PPO:	T1: 20% after ded.; T2: 40% after ded.		EPO:	\$500 + 20% after ded.		PPO:	20% after ded.	
EMERGENCY SERVICES												
Emergency Room				PPO:	\$500, then 20% after Tier 1 ded.		EPO:	\$500 + 20% after ded.		PPO:	20% after ded.	
Urgent Care				PPO:	\$50 (ded. waived)		EPO:	\$30 (ded. waived)		PPO:	20% after ded.	
Employee Rate Data				CURRENT PLAN			NEW - UHC PPO			NEW - UHC HSA		
Dependent Tier				Total Rate		Employee Per Pay	Total Rate		Employee Per Pay	Total Rate		Employee Per Pay
Employee Only				\$666.78		\$0.00	\$579.00		\$14.48	\$592.00		\$14.80
Employee and Spouse				\$1,333.56		\$233.37	\$1,159.00		\$188.48	\$1,183.00		\$192.10
Employee and Child(ren)				\$1,233.54		\$198.37	\$1,072.00		\$162.38	\$1,094.00		\$165.40
Family				\$1,900.32		\$431.74	\$1,651.00		\$336.08	\$1,686.00		\$343.00

Final rates subject to change after final enrollment and underwriting

Dental



Voluntary Dental

Carrier:	<u>Delta Dental</u>	<u>Delta Dental</u>
Plan Name:	<u>Plus Premier</u>	<u>Plus Premier 4C</u>
Plan Type:	<u>DPPO</u>	<u>DPPO</u>
Effective Date:	<u>9/1/2018</u>	<u>9/1/2018</u>

DEDUCTIBLE		CURRENT	NEW
Individual	PPO:	\$50	PPO: \$50
Family	PPO:	\$150	PPO: \$150
Waived for Preventive	PPO:	Yes	PPO: Yes
DENTAL SERVICES			
Preventive Care	PPO:	100%	PPO: 100%
Basic Services	PPO:	80%	PPO: 80%
Major Services	PPO:	50%	PPO: 50%
Periodontal Surgery	PPO:	Major	PPO: Basic
Endodontic Surgery	PPO:	Major	PPO: Basic
ORTHO			
Orthodontics	PPO:	Not Included	PPO: Not Included
BENEFIT MAXIMUMS			
Annual Benefit Max	PPO:	\$2,000 per person per calendar year	PPO: \$2,000 per person per calendar year
Lifetime Ortho Annual Benefit Max	PPO:	Not Included	PPO: Not Included

Vision



Voluntary Vision

Carrier:	<u>VSP</u>		<u>VSP</u>	
Plan Name:	<u>Plan B</u>		<u>Plan B</u>	
Plan Type:	<u>PPO</u>		<u>PPO</u>	
Effective Date:	<u>9/1/2018</u>		<u>9/1/2018</u>	
VISION EXAMS		CURRENT	New	
Exam	PPO:	Covered in full after \$10 Copay	PPO:	Covered in full after \$10 Copay
LENSES AND FRAMES				
Single Vision Lenses	PPO:	\$25 Copay	PPO:	\$25 Copay
Bifocals	PPO:	\$25 Copay	PPO:	\$25 Copay
Trifocals	PPO:	\$25 Copay	PPO:	\$25 Copay
Lenticular	PPO:	\$25 Copay	PPO:	\$25 Copay
Frames	PPO:	\$25 copay; \$130 allowance, Brand Frames; \$150 allowance, 20% savings on the amount over allowance amount	PPO:	\$25 copay; \$130 allowance, Brand Frames; \$150 allowance, 20% savings on the amount over allowance amount
CONTACTS				
Necessary	PPO:	\$0 Copay, paid in full	PPO:	\$0 Copay, paid in full
Elective	PPO:	\$130 allowance plus 15% savings	PPO:	\$130 allowance plus 15% savings
BENEFIT FREQUENCY				
Examination	PPO:	One visit/12 months	PPO:	One visit/12 months
Lenses	PPO:	One visit/12 months	PPO:	One visit/12 months
Frames	PPO:	One visit/24 months	PPO:	One visit/24 months

Total Cost Comparison

		EE	ES	EC	FAM	
Current BMHP Monument Health Plan						
	Total Premium	\$666.75	\$1,333.56	\$1,233.54	\$1,900.32	
Monthly	GJRAA Contribution	\$666.75	\$866.79	\$836.79	\$1,036.82	
Bi Weekly	Employee Pays	\$0.00	\$233.37	\$198.37	\$431.74	\$254,314.62 Current Annualized Cost Medical
Direct Primary Care		EE	ES	EC	FAM	
	UHC Choice Direct Silver	\$ 579	\$1,159	\$1,072	\$1,651	<i>Colorado Market Increase for Small Group health insurance in 2018 is averaging 8.9%</i>
	GJRAA Contribution	\$550.05	\$782.05	\$747.25	\$978.85	
	Appleton Clinic	\$99	\$99	\$99	\$99	
Monthly	Total GJRAA Contribution/Appleton	\$649.05	\$881.05	\$846.25	\$1,077.85	
Bi Weekly	Employee Pays	\$14.48	\$188.48	\$162.38	\$336.08	\$267,602.40 Difference to current \$13,287.78
						Represents 5.2% increase with one extra family
Health Savings Account		EE	ES	EC	FAM	
	UHC Choice Plus HSAa Silver	\$592	\$1,183	\$1,094	\$1,686	
	GJRAA Contribution	\$562.40	\$798.80	\$763.20	\$1,000.00	
	Health Savings Account Contribution	\$99	\$99	\$99	\$99	
Monthly	Total GJRAA Contribution/HSAa	\$661.40	\$897.80	\$862.20	\$1,099.00	
Bi Weekly	Employee Pays	\$14.80	\$192.10	\$165.40	\$343.00	\$272,745.60 Difference to current \$18,430.98
						Represents 7.2% increase with one extra family

***Final Rates are based on final enrollment and underwriting.

Appleton Clinic -Direct Primary Care

- \$99 per adult per month/children under 26 free
 - Lab work performed at Appleton included in cost
- Unlimited primary/urgent care office visits
- 100 generic drugs stocked in dispensary- no cost
- Hours 8:00 to 5:00 pm Monday - Friday
- After hours/weekends/doctors on call available-no cost

Any other business which may come before the Board

Adjournment