

BOARD PACKET

GRAND JUNCTION REGIONAL AIRPORT AUTHORITY

OCTOBER 20, 2020

Grand Junction Regional Airport Authority



Date: **October 20, 2020**

Location:
Electronic Meeting

Link: <https://us02web.zoom.us/j/89835604267>

Time: **5:15 PM**

REGULAR MEETING AGENDA

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Approval of Agenda**
- IV. Commissioner Comments**
- V. Citizens Comments**

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

- VI. Consent Agenda**
 - A. September 15, 2020 Meeting Minutes _____ 1
 - Approval of September 15, 2020 Board Meeting Minutes.
 - B. Snow Blower Ribbon Replacement _____ 2
 - Approval to purchase a replacement blower ribbon and other ware parts for one of the airport snow blowers totaling \$12,327.92.

October 20, 2020

- C. Trade-in and Purchase a Maintenance Utility Vehicle _____ 3
 - Approval to trade in a landside maintenance utility vehicle and purchase a replacement for a net cost to the Authority of \$17,843.00.
- D. GJRAA / GJRASA Agreement _____ 4
 - Approval of the Air Service Development Reimbursement agreement between the Grand Junction Regional Airport Authority and the Grand Junction Regional Air Service Alliance.
- E. Plante Moran 2020 Audit Engagement Letter _____ 5
 - Approval of the audit engagement letter with Plante Moran for the 2020 financial statement audits for a total cost of \$40,700.00.

VII. Action Items

- A. FCI Design and Preconstruction Task Order _____ 6
 - Approve the preconstruction task order with FCI totaling \$30,688.00 to design, estimate, and obtain competitive bids for planned 2021 airport improvement projects.
- B. Approval of CMT / GJRAA Agreement _____ 7
 - Approval of a professional services agreement with Crawford, Murphy & Tilly, Inc. for air service development consulting services with a maximum value of \$50,000.00.
- C. Monitor Purchase for Terminal Advertising _____ 8
 - Approval to purchase and install ten monitors to be used for digital marketing in the terminal in the amount of \$14,354.18.
- D. ACIP Program Manager – Recommendation of Award and Contract Approval _____ 9
 - Accept the recommendation of award and approve a contract to Garver for the Airport Capital Improvement Program Manager.

VIII. Public Hearing on GJRAA 2021 Budget _____ 10

IX. Discussion – Airport Legal Counsel Strategy Discussion

X. Staff Reports

- A. Executive Director Report (Angela Padalecki)
- B. Operations Report (Dylan Heberlein)
- C. Finance and Activity Report (Sarah Menge) _____ 11
- D. External Affairs Report (Joe Burtard)
- E. Facilities Report (Ben Peck)
- F. Contractor Project Reports

XI. Any other business which may come before the Board

XII. Adjournment



Grand Junction Regional Airport Authority Board
Regular Board Meeting
Meeting Minutes
September 15, 2020

REGULAR BOARD MEETING

I. Call to Order

Mr. Tom Benton, Board Chairman, called the Meeting of the Grand Junction Regional Airport Authority Board to order at 5:15 PM on September 15, 2020 in Grand Junction, Colorado and in the County of Mesa. The meeting was hosted electronically.

Commissioners Present:

Tom Benton (Chairman)
Chuck McDaniel
Thaddeus Shrader
Erling Brabaek
Linde Marshall
Clay Tufly

Airport Staff:

Angela Padalecki (Executive Director)
Joseph Burtard (Clerk)
Karl Hanlon (Counsel)
Dan Reimer (Counsel)
Sarah Menge
Dylan Heberlein
Cameron Reece
Shelagh Flesch
Ben Peck

Guests:

Stacey Dollar, Colorado Mesa University
Jordan Hochhalter, ESCO Construction
Jon Labrum, Hangar Owner / Tenant
Brad Rolf, Mead and Hunt
Colin Bible, Garver
Dana Abbott, KLJ
David Hartmann, Armstrong Consultants
Jen Boehm, Mead & Hunt

II. National Anthem

III. Approval of Agenda

Commissioner Brabaek made a motion to approve the September 15, 2020 Board Agenda. Commissioner Marshall second the motion. Roll Call Vote: Commissioner Benton, yes; Commissioner Brabaek, yes; Commissioner Marshall, yes; Commissioner McDaniel, yes; Commissioner Shrader, yes; and Commissioner Tufly, yes. The motion carries.

IV. Commissioner Comments

No Commissioner comments were made.

V. Citizen Comments

No citizen comments were made.

VII. Consent Agenda

August 18, 2020 Meeting Minutes

Approval of August 18, 2020 Board Meeting Minutes

September 1, 2020 Special Board Meeting Minutes

Approval of September 1, 2020 Special Board Meeting Minutes

Procurement of Passenger Loading Bridge Tow Bar and Jack Stand

Board approve the \$18,582.05 purchase of a tow bar, tow bar wheel bumper compatible assembly, and a jacking frame as quoted from the passenger boarding bridge manufacturer JBT AeroTech Corporation.

Commissioner McDaniel made a motion to approve the Consent Agenda. Commissioner Tufly second the motion. Roll Call Vote: Commissioner Benton, yes; Commissioner Brabaek, yes; Commissioner Marshall, yes; Commissioner McDaniel, yes; Commissioner Shrader, yes; and Commissioner Tufly, yes. The motion carries.

VIII. Action Items

Lease Assignment and Consent to Lease Assignment – Parkerson Hangars, LLC and Wild Blue Hangars, LLC.

Commissioner Marshall made a motion to approve lease assignment between Parkerson Hangars, LLC and Wild Blue Hangars, LLC, and authorize the Executive Director to execute the Assignment. Commissioner Shrader seconded the motion. Roll Call Vote: Commissioner Benton, yes; Commissioner Brabaek, yes; Commissioner Marshall, yes; Commissioner McDaniel, yes; Commissioner Shrader, yes; and Commissioner Tufly, yes. The motion carries.

Garver Task Order for Construction Administration Services for the West Apron and Run-Up Pad Construction

Commissioner Brabaek made a motion to approve the authorization of Task Order No. 11 for \$1,154,638 for Construction Phase Services to be funded under AIP: 3-08-0027-066-2020, and authorize the Executive Director to sign. Commissioner Tufly seconded the motion. Roll Call Vote: Commissioner Benton, yes; Commissioner Brabaek, yes; Commissioner Marshall, yes; Commissioner McDaniel, yes; Commissioner Shrader, yes; and Commissioner Tufly, yes.. The motion carries.

West Apron and Run-Up Pad - Notice of Award for Construction

Commissioner Tufly made a motion to approve the contract agreement and the Notice of Award to ESCO Construction Co. for \$11,224,186.50 for Schedule 3 and All Additive Alternates funded

under AIP: 3-08-0027-066-2020, and authorize the Executive Director to sign. Commissioner Brabaek seconded the motion. Roll Call Vote: Commissioner Benton, yes; Commissioner Brabaek, yes; Commissioner Marshall, yes; Commissioner McDaniel, yes; Commissioner Shrader, yes; and Commissioner Tufly, yes. The motion carries.

Contract Amendment 1 for Task Order 5 with Mead & Hunt for Construction Administration Services for the 2019 fencing and perimeter road project

Commissioner Marshall approve Task Order No. 5 Amendment 1 with Mead & Hunt for \$30,000 for additional construction administration services associated with the 2019 fencing and perimeter road project and authorize the Executive Director to sign the Amendment. Commissioner Shrader seconded the motion. Roll Call Vote: Commissioner Benton, yes; Commissioner Brabaek, yes; Commissioner Marshall, yes; Commissioner McDaniel, yes; Commissioner Shrader, yes; and Commissioner Tufly, yes. The motion carries.

IX. Discussion

X. Staff Reports

- A. Executive Director Report (Angela Padalecki)
- B. Operations Report (Dylan Herberlein)
- C. Finance and Activity Report (Sarah Menge)
- D. External Affairs Report (Joseph Burtard)
- E. Facilities Report (Ben Peck)
- F. Project Reports

XI. Any other business which may come before the Board

No additional business was discussed.

XII. Adjournment

The meeting adjourned at approximately 7:23pm.

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

Tom Benton, Board Chairman

ATTEST:

Joseph R. Burtard, Clerk to the Board

Grand Junction Regional Airport Authority
Agenda Item Summary

TOPIC:	Snow Blower Ribbon Replacement		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Approve staff to purchase a new snow blower ribbon and associated repair parts.		
SUMMARY:	<p>One of the two airfield snow blowers has a worn blower ribbon that needs replaced to operate effectively. The blower ribbon is the primary auger that feeds the snow into a chute to clear it from the pavement area.</p> <p>Airport staff have evaluated the cost to purchase a new or used replacement blower as an alternative to the ribbon repair. The ribbon repair is estimated to provide another 5-8 years of useful life for the blower and the cost of a replacement is much higher.</p> <p>The blower to be repaired is an Oshkosh brand blower. Oshkosh has pre-certified service technicians and dealers for replacement parts. O.J. Watson is the approved contractor in our region therefore we have obtained the attached quote for the repair parts.</p> <p>Labor and installation will be completed in-house by staff, and additional assistance will only be requested by outside mechanics if necessary; therefore those costs are not included in the quote.</p>		
REVIEWED BY:	Executive Director and Finance Director		
FISCAL IMPACT:	\$12,327.00 (\$25,000 budgeted FY2020)		
ATTACHMENTS:	O.J. Watson Equipment Quote		
STAFF CONTACT:	Dylan Heberlein dheberlein@gjairport.com Office: 970-248-8596		



O.J. Watson Company, Inc.
5335 Franklin St
Denver, CO 80216
(303) 295-2885

Quote

Page: 1

Order Number: 0044165

Order Date: 9/11/2020

Salesperson: PSM

Customer Number: WALKER

Sold To:

Grand Junction Regional Airpor
2828 Walker Field Dr
Suite 301
Grand Junction, CO 81506

Confirm To:

Ship To:

Grand Junction Regional Airpor
2828 Walker Field Dr
Suite 301
Grand Junction, CO 81506

Customer P.O.	Ship VIA	F.O.B.	Terms				
				Net 30 Days			
Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount	
1835760	EACH	4.00	0.00	0.00	741.1200	2,964.48	
RIBBON FLIGHT, OUT, LH				Whse: 000 Loc:			
1835770	EACH	4.00	0.00	0.00	564.5400	2,258.16	
RIBBON, FLIGHT OUT, RH				Whse: 000 Loc:			
2006300	EACH	4.00	0.00	0.00	863.1000	3,452.40	
ribbon flight				Whse: 000 Loc:			
2008150	EACH	4.00	0.00	0.00	863.1200	3,452.48	
flight ribbon				Whse: 000 Loc:			
28984AX	EACH	64.00	0.00	0.00	1.0200	65.28	
scr,flt,soc..62X2.00				Whse: 000 Loc:			
111317A	EACH	8.00	0.00	0.00	1.4100	11.28	
SCR,FLG,HEX .62-11X2.25 G8				Whse: 000 Loc:			
110311A	EACH	72.00	0.00	0.00	1.7200	123.84	
NUT,LKSP .62-11 G8				Whse: 000 Loc: MEZ Y1A			

LEAD TIME

6-8 WEEKS

FREIGHT ESTIMATE

300⁰⁰ TO 350⁰⁰



Net Order:	12,327.92
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	12,327.92

Grand Junction Regional Airport Authority
Agenda Item Summary

TOPIC:	Trade-in and Purchase a Maintenance Utility Vehicle		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Approve staff to trade-in the currently owned bobcat utility and purchase a replacement as quoted by Bobcat.		
SUMMARY:	<p>The current maintenance utility vehicle utilized by landside was purchased in 2011 and is approaching the end of its useful life. Staff recommends replacing the current asset while it still has some trade-in value.</p> <p>Based on the two quotes received, Bobcat, the manufacturer will honor the highest trade-in value on the existing vehicle, which is reflected in the lowest net quote.</p>		
REVIEWED BY:	Executive Director and Finance Director		
FISCAL IMPACT:	\$17,843.00 (\$19,500.00 Budgeted FY 2020)		
ATTACHMENTS:	Bobcat Product Quote		
STAFF CONTACT:	Dylan Heberlein dheberlein@gjairport.com 970-248-8596		



Product Quotation

Quotation Number: 31661D031669

Date: 2020-09-16 12:44:22

Ship to	Bobcat Dealer	Bill To
Grand Junction Regional Airport Authority Attn: Curtis Hainer 800 Eagle Drive Grand Junction, CO 81506 Phone: (970) 986-9273	Bobcat of the Rockies Grand Junction, CO Contact: Mark Buchanan Phone: (970) 434-0647 Cellular: (970) 985-6260 Email:mbuchanan@bobcatoftherockies.com	Grand Junction Regional Airport Authority Attn: Curtis Hainer 800 Eagle Drive Grand Junction, CO 81506 Phone: (970) 986-9273

Description	Part No	Qty	Price Ea.	Total
UV34 Diesel	M1501	1	\$17,441.00	\$17,441.00
Engine	Electrical			
Key Start	Headlights, High & Low Beams 2-35 Watts			
Kubota Diesel	LED Tail & Brake Lights			
Liquid Cooled	2-12 Volt Power Ports			
Pressurized Oiling system with Spin-on Filter	140 AMP Alternator			
Spark Arrestor Exhaust System	575-CCA Battery			
Emissions; Current Tier 4	Operator Compartment			
Drive System	Beverage Holder (6)			
Variable Speed Drive (Belt CVT)	60/40 Split Bench Seats (3 Occupants)			
Sealed CVT Cover	Under Seat, Glove Box, Upper and Lower Dash Storage			
Four Wheel Drive - 3 Drive Modes	3 Seat Belts with 3-Point Restraint, retractable			
Forward Travel, Two Range (H/L)	Instrumentation			
Gear Selector P-R-N-L-H	Indicator Lights: Glow Plug, Seat Belt Reminder, High Beam On, Engine Oil Pressure Low, Engine Temp High, Service Power Steering and Service Engine.			
Integrated In-Transmission Park (P)	LCD Display: Speedo, Engine Temp, Engine RPM, Voltage, Trip and Hour Meter, Tachometer, Fuel Level, Clock, Drive Mode, Odometer, Service Reminder and Gear Position.			
CV Guard, Front	Cargo Box and Frame			
Shaft Drive with CV Joints	Composite Cargo Box with Cylinder Lift Assist			
Brakes - 4-Wheel, Hydraulic Disc with Dual Bore Front Calipers	Quick Latch Tailgate with single latch			
Suspension & Steering	Integrated Box Accessory System			
Front - Independent, Dual A-Arm	Rear Receiver Hitch - 2 in.			
Rear - Independent, Dual A-Arm	Full Chassis Skid Plates			
Adjustable Front and Rear Coil Over Shocks	ROPS (Roller Over Protective Structure)			
Rack & Pinion w/ Electric Power Steering Assist	Warranty, 1 year/1,000 hours			
Tilt Steering Column				
Tires/Wheels				
All Terrain Industrial 8-ply				
Front/Rear, 26x10-12				
Steel Rim 12x6-12				
Protection, Premium Front Brush Guard	7219854	1	\$494.00	\$494.00
Rear Panel, Poly	7350107	1	\$421.00	\$421.00
Roof, Sport	7340670	1	\$379.00	\$379.00
Windshield, Poly with Hard Coat	7343031	1	\$552.00	\$552.00
Doors, Clear Poly Front	7360053	2	\$665.00	\$1,330.00
Heater Deluxe Diesel Kit	7368504	1	\$1,576.00	\$1,576.00
Description	Part No	Qty	Price Ea.	Total
Flat 4 Wire Trailer Plug Kit		1	\$150.00	\$150.00

Total of Items Quoted	\$22,343.00
Trade-in 3400 S/N AJNU11080	(\$4,500.00)
Sales total before Taxes and Trades	\$17,843.00
Taxes: No Tax Added	\$0.00
Quote Total - US dollars	\$17,843.00

Grand Junction Regional Airport Authority
Agenda Item Summary

TOPIC:	Approval of the Reimbursable agreement between GJRAA and GJRASA		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Board approve the Air Service Development Reimbursement Agreement between the Grand Junction Regional Airport Authority and the Grand Junction Regional Air Service Alliance and authorize the Executive Director to sign.		
SUMMARY:	<p>The proposed reimbursement agreement is intended to replace the Memorandum of understanding between the GJRAA and the GJRASA that was accepted prior to the award of the Small Community Air Service Development Program (SCASDP) Grant.</p> <p>The Reimbursement Agreement formally commits the GJRASA to the local share for the minimum revenue guarantee and marketing support, up to an aggregated total of \$575,000 that is required by the SCASDP Grant.</p> <p>While there was some discussion in the October 6, 2020 Board workshop to require an escrow account to hold the funds and reduce risk, legal counsel advised that creates a new risk in the way of grant assurances because it reduces the separation of the entities. As a result, that change was not incorporated.</p> <p>The attached redline version of the agreement reflects the changes proposed by the GJRASA and reviewed by staff and legal counsel.</p>		
REVIEWED BY:	Executive Director and Legal Counsel, Dan Reimer		
FISCAL IMPACT:	None		
ATTACHMENTS:	Air Service Development Reimbursement Agreement – red line version		
STAFF CONTACT:	Angela Padalecki apadalecki@gjairport.com (970) 248-8588		

**AIR SERVICE DEVELOPMENT REIMBURSEMENT AGREEMENT
BETWEEN GRAND JUNCTION REGIONAL AIRPORT AUTHORITY AND THE GRAND
JUNCTION REGIONAL AIR SERVICE ALLIANCE**

This Air Service Development Reimbursement Agreement ("Agreement") is made and entered into this ___ day of October 2020, by and between the GRAND JUNCTION REGIONAL AIRPORT AUTHORITY ("GJRAA"), a body corporate and politic constituting a political subdivision of the State of Colorado, and the GRAND JUNCTION REGIONAL AIR SERVICE ALLIANCE ("ALLIANCE"), a nonprofit corporation under the laws of the State of Colorado (together the "Parties" or the "Community").

RECITALS

WHEREAS, the Parties wish to increase air service at the Grand Junction Regional Airport (the "Airport") by funding a minimum revenue guarantee ("MRG") and marketing support; and

WHEREAS, on October 15, 2019, the Parties executed a Memorandum of Understanding ("MOU") to address coordination on a then-pending application to the U.S. Department of Transportation ("USDOT") for a Small Community Air Service Development Program ("SCASDP") Grant to provide an MRG and marketing support for new air service from the Airport to San Francisco, California ("New Air Service"); and

WHEREAS, the Parties executed a First Amendment to the MOU, effective July 1, 2020, to extend the term of the MOU; and

WHEREAS, in July 2020, the USDOT and GJRAA executed a SCASDP Grant Award and Agreement ("SCASDP Agreement") for the New Air Service committing USDOT to reimburse GJRAA in an amount not to exceed \$950,000, provided the Community commits to a \$575,000 local share and GJRAA commits to a \$41,574 in-kind contribution; and

WHEREAS, the Alliance is prepared to contribute the Community's local share, to include a maximum contribution of \$475,000 for the MRG and a maximum contribution of \$100,000 for marketing support, for an aggregated total of \$575,000; and

WHEREAS, the GJRAA presently is negotiating an agreement with an airline to provide the New Air Service in exchange for the GJRAA's commitment to serve as the guarantor of an MRG and marketing support ("MRG Agreement"); and

WHEREAS the Parties wish to amend, restate and replace the MOU with this Agreement in light of the facts that USDOT and GJRAA have executed the SCASDP Agreement and that GJRAA is negotiating the MRG Agreement.

TERMS AND CONDITIONS

The Parties, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. Funding. Total funding for the MRG and marketing support for the New Air Service shall be up to \$1,525,000 comprised of the following: (a) USDOT will provide up to \$950,000 pursuant to the SCASDP Agreement; and (b) the Alliance will provide up to \$575,000, including no more than

\$475,000 for the MRG and no more than \$100,000 for marketing support.

2. Marketing Support. The Alliance shall contribute funds for advertising and promotion of the New Air Service, subject to the financial limit prescribed in Section 1. The marketing/advertising plan will promote the Airport, the airline's brand and the New Air Service. The Alliance and GJRAA will coordinate with the airline providing the New Air Service in the planning of advertising and any promotional events for the announcement, pre-launch, inaugural, and post-launch of the New Air Service.
3. In-Kind Contribution. The Alliance shall have no financial obligation in connection with the in-kind contribution set forth in the SCASDP Agreement. GJRAA shall be responsible for any in-kind contribution in the form of Airport fee waivers and discounts provided for the New Air Service.
4. SCASDP Agreement and MRG Agreement Compliance. GJRAA shall remain at all times responsible for compliance with the terms, conditions and assurances of the SCASDP Agreement. GJRAA further shall remain at all times responsible for compliance with the MRG Agreement, upon execution, including by establishing and following best practice procedures, as permitted by the MRG Agreement, to ensure the integrity and accuracy of the airline-reported information utilized for payments of the MRG and marketing support.
5. Negotiation of MRG Agreement. The GJRAA will negotiate with the airline intending to provide the New Air Service and, at the GJRAA's sole discretion, enter into an MRG Agreement providing for MRG and marketing support payments up to the amounts set forth in Section 1 above. GJRAA shall keep the Alliance regularly apprised of the progress of GJRAA negotiations with the airline. The Alliance shall have the opportunity to review and comment on drafts of the MRG Agreement. Copies of any executed MRG Agreement, and any amendments thereto, shall be provided to the Alliance. GJRAA will not terminate the MRG Agreement, unless such termination is as a result of the termination of the SCASDP Agreement or the Alliance's failure to make payment, as more fully described in Section 8.
6. Payment and Reimbursement. Payments for the MRG and marketing support shall be made by the GJRAA directly to the airline providing the New Air Service in accordance with the MRG Agreement. The GJRAA shall be reimbursed 62.3% from the USDOT under the SCASDP Agreement and 37.7% from the Alliance. The Alliance shall reimburse the GJRAA monthly or quarterly, as the Parties' representatives may agree, upon receipt of an invoice for its proportionate share of the MRG and marketing support, which have been paid by GJRAA to the airline providing the New Air Service, up to amounts for which the Alliance is responsible as set forth in Section 1 above.
7. Term and Early Termination. This Agreement shall remain in effect for the period during which the SCASDP Agreement and MRG Agreement remain in effect but no later than January 9, 2027. Should USDOT terminate the SCASDP Agreement, GJRAA fail to execute the MRG Agreement, or the airline terminate the MRG Agreement, the Parties may terminate this Agreement, on mutual consent, provided that the Alliance shall pay any outstanding amounts due as provided herein.
8. Failure to Make Payment. Because GJRAA is contractually obligated under the SCASDP Agreement and will become contractually obligated under the MRG Agreement, the Alliance shall have no right to unilaterally terminate this Agreement or refuse to make required payments hereunder. -The Parties agree that, in the event of the Alliance's failure to reimburse GJRAA for the Alliance's proportionate share of the MRG or marketing support, irreparable damages to GJRAA would occur. Therefore, GJRAA shall be entitled to specific performance of Sections 1

and 6 of this Agreement, in addition to any other remedy at law or in equity.

9. Entire Agreement. This Agreement, along with any addendums and attachments hereto, constitutes the entire agreement between the Parties. The provisions of this Agreement may be amended at any time by the mutual consent of both parties, including, for example and without limitation, as necessary to conform to the MRG Agreement. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.
10. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Mesa, State of Colorado.
11. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10- 101, *et seq.*
12. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective successors, and assigns. There shall be no third party beneficiaries of this Agreement.
13. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
14. Headings. Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.
15. Notices. Written notices required under this Agreement and all other correspondence between the Parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to ~~the~~ GJRAA:

Angela Padalecki, Executive Director
Grand Junction Regional Airport Authority
2828 Walker Field Drive
Grand Junction, CO 81506

If to ALLIANCE:

Diane Schwenke, Executive Director
Grand Junction Regional Air Service Alliance 360 Grand Avenue
Grand Junction, Colorado 81501

16. Authority. Each person signing this Agreement, and any addendums or attachments hereto, represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.
17. Attorneys' Fees. Should this Agreement become the subject of litigation between the GJRAA and Alliance, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys' fees and expert witness fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

~~{Signature Block Next Page}~~

GRAND JUNCTION REGIONAL AIRPORT AUTHORITY

By _____
Angela Padalecki, Executive Director

GRAND JUNCTION REGIONAL AIR SERVICE ALLIANCE

By: _____
Diane Schwenke, Executive Director

Grand Junction Regional Airport Authority
Agenda Item Summary

TOPIC:	Approval of Plante Moran Audit Engagement Letter for 2020 Audit		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Board approve the audit engagement letter with Plante Moran for the 2020 audits.		
SUMMARY:	<p>A request for proposal was conducted in 2019 to select an independent audit firm to perform the required annual financial statement audits for the Authority for 2019 - 2023. The proposals were reviewed by the selection committee, including Finance and Audit Committee members, and based on the evaluation the committee recommended Plante Moran.</p> <p>While the RFP selected the auditor based on an expected 5-year term, GJRRA must sign an engagement letter for each audit year.</p> <p>The fee in the engagement letter matches the amount proposed by Plante Moran in the RFP. Staff has reviewed the terms and conditions of the engagement letter and recommends approval.</p>		
REVIEWED BY:	Executive Director and Legal Counsel, Dan Reimer		
FISCAL IMPACT:	\$40,700 – 2021 Contract Services Expense		
ATTACHMENTS:	2020 Engagement Letter		
STAFF CONTACT:	Sarah Menge smenge@gjairport.com (970) 248-8581		

September 21, 2020

Mr. Tom Benton
Grand Junction Regional Airport Authority
800 Eagle Drive
Grand Junction, CO 81506

Dear Mr. Benton:

Thank you for your selection of Plante & Moran, PLLC ("PM") to assist you. We are sending this letter and the accompanying Professional Services Agreement, which is hereby incorporated as part of this engagement letter, to confirm our understanding of the nature, limitations, and terms of the services we will provide to Grand Junction Regional Airport Authority ("GJRAA").

Scope of Services

We will audit GJRAA's basic financial statements, federal awards, and passenger facility charges as of and for the year ended December 31, 2020. In addition, the supplemental information accompanying the financial statements, will be subjected to the auditing procedures applied in our audit of the financial statements. We will audit GJRAA's compliance with the types of compliance requirements described in the Passenger Facility Charge Audit Guide for Public Agencies, issued by the Federal Aviation Administration (the "Guide") as of and the year ended December 31, 2020.

In connection with our audit engagement, we will assist you in drafting your financial statements, supplementary information, Data Collection Form, and related notes. This assistance is considered a non-audit service; you agree to the contemporaneous provision of these audit and non-audit services.

If you determine that you need additional services, including accounting, consulting, or tax assistance, PM can be available to provide such additional services if and to the extent provided for in a separate, signed engagement agreement.

Timing of Services

Due to the effects of the Coronavirus pandemic, as an alternative to certain elements of our on-site work, we expect to perform procedures remotely. This work is expected to begin in April 2021. Completion of our procedures and issuance of our report will be dependent upon our ability to obtain sufficient appropriate information and access your staff during these remote procedures. If there are procedures that will require us to be on-site, we will work with you to schedule that work based on and subject to applicable legal requirements and/or guidance regarding worksite safety conditions.

Fees and Payment Terms

Our fee for this engagement will be in accordance with our 5-year proposal dated November 1, 2019. Our all-inclusive fee for this engagement will be \$40,700, which includes \$30,900 for the financial statement audit, \$2,300 for the passenger facility charge audit, and \$7,500 for the single

September 21, 2020

audit. These fees are inclusive of all reasonable and necessary travel and out-of-pocket costs incurred.

Our fee does not include additional services that may be required as a result of issues related to the Coronavirus pandemic, including accounting and disclosure matters, or those caused by delays in engagement timing or procedures. This additional time will be billed at our discounted hourly rates as defined in our proposal.

Invoices for audit services will be rendered to reflect this payment schedule. Invoices for other services and out-of-pocket costs will be rendered as services are provided and are due when received. In the event an invoice is not paid timely, a late charge in the amount of 1.25 percent per month will be added, beginning 30 days after the date of the invoice.

If you are in agreement with our understanding of this engagement, as set forth in this engagement letter and the accompanying Professional Services Agreement, please sign the enclosed copy of this letter and return it to us with the accompanying Professional Services Agreement.

Thank you for the opportunity to serve you.

Very truly yours,

Plante & Moran, PLLC



Lisa Meacham, CPA
Partner

Agreed and Accepted

We accept this engagement letter and the accompanying Professional Services Agreement, which set forth the entire agreement between Grand Junction Regional Airport Authority and Plante & Moran, PLLC with respect to the services specified in the Scope of Services section of this engagement letter.

Grand Junction Regional Airport Authority

Tom Benton

Date

Title

Professional Services Agreement – Audit Services Addendum to Plante & Moran, PLLC Engagement Letter

This Professional Services Agreement is part of the engagement letter for audit services dated September 21, 2020 between Plante & Moran, PLLC (referred to herein as “PM”) and Grand Junction Regional Airport Authority (referred to herein as “GJRAA”).

1. **Financial Statements** – The financial statements of GJRAA being audited by PM are to be presented in accordance with accounting principles generally accepted in the United States of America (GAAP).
2. **Management Responsibilities** – GJRAA management is responsible for the preparation and fair presentation of these financial statements, the schedule of federal awards, and the data collection form in accordance with the applicable financial reporting framework, including compliance with the requirements of accounting principles generally accepted in the United States of America when required and the completeness and accuracy of the information presented and disclosed therein. Management is also responsible for the capability and integrity of GJRAA personnel responsible for GJRAA's underlying accounting and financial records.

GJRAA personnel will provide PM, in a timely and orderly manner, with access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, the schedule of federal awards, and the data collection form, such as records, documentation, and other matters and additional information that the auditor may request from management for the purpose of the audit.

This includes providing assistance and information PM requests during the course of its audit, including retrieval of records and preparation of schedules, analyses of accounts, and confirmations. A written request for information to be provided will be submitted under separate cover and supplemented by additional written and oral requests as necessary during the course of PM's audit. In addition, GJRAA will provide PM with all information in its possession that has a material impact on any material transaction and that information will be complete, truthful, and accurate. GJRAA will allow PM unrestricted access to personnel within GJRAA from whom PM determines it necessary to obtain audit evidence.

GJRAA represents and warrants that any and all information that it transmits to PM will be done so in full compliance with all applicable federal, state, and foreign privacy and data protection laws, as well as all other applicable regulations and directives, as may be amended from time to time (collectively, “Data Privacy Laws”). GJRAA shall not disclose personal data of data subjects who are entitled to certain rights and protections afforded by applicable federal, state, and foreign privacy and data protection laws (“Personal Data”) to PM without prior notification to PM. GJRAA shall make reasonable efforts to limit the disclosure of Personal Data to PM to the minimum necessary to accomplish the intended purpose of the disclosure to PM.

Management is responsible for making all management decisions and performing all management functions relating to the financial statements, supplementary financial information, related notes, schedule of federal awards, and the data collection form. Management accepts full responsibility for such decisions, even if PM provides advice as to the application of accounting principles or assists in drafting the financial statements, supplementary financial information, related notes, schedule of federal awards, or data collection form. Management is also ultimately responsible for the submission of the data collection form to the Federal Audit Clearinghouse. GJRAA has designated Sarah Menge to oversee financial statement and federal awards reporting related services PM provides. Management will be required to acknowledge in the management representation letter that it has reviewed and approved the financial statements, supplementary financial information, and related notes prior to their issuance and have accepted responsibility for the adequacy of the financial statements.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing PM about all known or suspected fraud affecting the GJRAA involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. Management's responsibilities include informing PM of its knowledge of any allegations of fraud or suspected fraud affecting the GJRAA received in communications from employees, former employees, regulators, or others. In addition, management is responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

3. **Objective of an Audit of Financial Statements** – The objective of PM's audit is the expression of an opinion on the GJRAA financial statements specified in the accompanying engagement letter. PM offers no guarantee, express or implied, that its opinion will be unmodified or that it will be able to form an opinion about these financial statements in the event that GJRAA's internal controls or accounting and financial records prove to be unreliable or otherwise not auditable. If PM's opinion is to be modified, PM will discuss the reasons with GJRAA management in advance of the issuance of its audit report. If, for any reason, PM is prevented from completing its audit or is unable to form an opinion on these financial statements, PM may terminate the engagement and decline to issue a report.

4. **Supplementary Information** – In any document that contains supplementary information to the basic financial statements that indicates that the auditor has reported on such supplementary information, management agrees to include the auditor's report on that supplementary information. In addition, management agrees to present the supplementary information with the audited financial statements or to make the audited financial statements readily available no later than the date of issuance by GJRAA of the supplementary information and the auditor's report thereon.
5. **Internal Controls** – GJRAA is responsible for the design, implementation, and maintenance of internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including controls established for the purpose of preventing or detecting errors in financial reporting, preventing fraud or misappropriation of assets, and identifying and complying with applicable laws and regulations, including those applicable to federal awards, and with the provisions of contracts and grant agreements. PM, in making its risk assessments, will consider internal control relevant to GJRAA's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances. PM's audit will not be designed to provide assurance on the design or operating effectiveness of GJRAA's internal controls or to identify all conditions that represent significant deficiencies in those internal controls. PM will communicate all significant deficiencies and material weaknesses in internal controls relevant to the audit of the financial statements, instances of fraud, or misappropriation of assets that come to PM's attention.
6. **Audit Procedures and Limitations** – PM's audit of the financial statements will be conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include examination, on a test basis, of evidence supporting the amounts and disclosures in the GJRAA financial statements specified in this engagement letter. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. An audit in accordance with GAAS involves judgment about the number of transactions to be tested and the overall approach to testing in each area. As a result, PM's audit can only be designed to provide reasonable rather than absolute assurance that these financial statements are free from material misstatement. In addition, an audit in accordance with GAAS is not designed to detect errors or fraud that are immaterial to the financial statements. Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected always exists, even in an audit properly planned and performed in accordance with GAAS. In recognition of these limitations, GJRAA acknowledges that PM's audit cannot guarantee that all instances of error or fraud will be identified.
7. **Government Auditing Standards** – Under *Government Auditing Standards*, PM will make some assessments of GJRAA's compliance with laws, regulations, and contract provisions. While those assessments will not be sufficient to identify all noncompliance with applicable laws, regulations, and contract provisions, PM will communicate all noncompliance conditions that come to PM's attention.

PM's audit of GJRAA's federal awards will be made in accordance with auditing standards generally accepted in the United States of America; the standards applicable for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*.

Management is responsible for corrective action on all audit findings, including preparation of a schedule of prior audit findings and corrective action plans, if necessary.

In accordance with *Government Auditing Standards*, a copy of PM's most recent peer review report is included as an attachment to this agreement.
8. **Auditor Communications** – PM is obligated to communicate certain matters related to the audit to those responsible for governance of GJRAA, including instances of error or fraud and significant deficiencies and material weaknesses in internal control that PM identifies during its audit. PM will communicate these matters to the members of GJRAA's governing board, and GJRAA acknowledges and agrees that communication in this manner is sufficient for GJRAA's purposes.

Under *Government Auditing Standards* PM is obligated to communicate instances of fraud, noncompliance or abuse that is material to the financial statements to those responsible for governance of GJRAA. In certain situations, *Government Auditing Standards* require disclosure of instances of known or likely fraud, noncompliance, or abuse directly to applicable governmental agencies. If such acts are detected during PM's audit, PM will make required disclosures regarding these acts to applicable government agencies.
9. **Accounting and Financial Records** – GJRAA agrees that it is responsible for providing PM with accounting and financial records that are closed, complete, accurate, and in conformity with the requirements of GAAP, for

providing schedules and analyses of accounts that PM requests, and for making all GJRAA financial records and related information available to PM for purposes of PM's audit. Where PM has provided estimates of the timing of its work and completion of PM's engagement and issuance of PM's report, those estimates are dependent on GJRAA providing PM with all such accounting and financial records, schedules, and analyses on the date PM's work commences. PM will assess the condition of GJRAA's accounting and financial records, schedules, and analyses of accounts prior to commencing its work. In the event that such records, schedules, and analyses are not closed, complete, accurate, or in conformity with GAAP, PM may have to reschedule its work, including the dates on which PM expects to complete its on-site procedures and issue its audit report.

In any circumstance where PM's work is rescheduled due to GJRAA's failure to provide information as described in the preceding paragraph, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of the audit work or issuance of its audit report. Because rescheduling audit work imposes additional costs on PM, in any circumstance where PM has provided estimated fees, those estimated fees may be adjusted for the additional time PM incurs as a result of rescheduling its work. These fee adjustments will be determined in accordance with the Fee Adjustments provision of this agreement.

- 10. Audit Adjustments** – PM will recommend adjustments to GJRAA's accounting records that PM believes are appropriate. GJRAA management is responsible for adjusting GJRAA accounting records and financial statements to correct material misstatements and for affirming to PM in writing that the effects of any unrecorded adjustments identified during PM's audit are immaterial, both individually and in the aggregate, to the GJRAA financial statements specified in this agreement.
- 11. Management Representations** – GJRAA is responsible for the financial statements and federal awards being audited and the implicit and explicit representations and assertions regarding the recognition, measurement, presentation, and disclosure of information therein. During the course of the audit, PM will request information and explanations from GJRAA officers, management, and other personnel regarding accounting and financial matters, including information regarding internal controls, operations, future plans, and the nature and purpose of specific transactions. PM will also require that management make certain representations to PM in writing as a precondition to issuance of PM's report.

PM's audit procedures will be significantly affected by the representations and assertions PM receives from management and, accordingly, false representations could cause material error or fraud to go undetected by PM's procedures. Accordingly, GJRAA acknowledges and agrees that it will instruct each person providing information, explanations, or representations to an auditor to provide true and complete information, to the best of his or her knowledge and belief. It is also agreed that any deliberate misrepresentation by any director, officer, or member of management, or any other person acting under the direction thereof ("Client Personnel"), intended to influence, coerce, manipulate, or mislead PM in the conduct of its audit of the financial statements will be considered a material breach of this agreement. In addition, as a condition of its audit engagement, GJRAA agrees to indemnify and hold PM and its partners, affiliates, and employees harmless from any and all claims, including associated attorneys' fees and costs, based on PM's failure to detect material misstatements in GJRAA financial statements resulting in whole or in part from deliberate false or misleading representations, whether oral or written, made to PM by Client Personnel. This indemnity will be inoperative only if, and to the extent that, a court having competent jurisdiction has determined that PM failed to conduct its audit in accordance with generally accepted auditing standards and such failure resulted in PM not determining such misrepresentation by Client Personnel was false.

- 12. Use of Report** – PM's report on the financial statements must be associated only with the financial statements that were the subject of PM's audit engagement. GJRAA may make copies of the audit report, but only if the entire financial statements (including related footnotes and supplemental information, as appropriate) are reproduced and distributed with that report. GJRAA agrees not to reproduce or associate PM's audit report with any other financial statements, or portions thereof, that are not the subject of this engagement.

If PM's report on the financial statements being audited is to be published in any manner or if GJRAA intends to make reference to PM in a publication of any type, GJRAA agrees to submit proofs of the publication to PM for review prior to such publication and cooperate with PM in PM's performance of any additional audit procedures PM deems necessary in the circumstances, the nature and extent of which will be at PM's sole discretion. GJRAA acknowledges and agrees that additional fees for such work will be determined in accordance with the Fee Adjustments provision of this agreement. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on GJRAA's Internet website, GJRAA understands that electronic sites are a means to distribute information and, therefore, PM is not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

- 13. Securities Offerings** – PM's audit does not contemplate, and does not include, any services in connection with any offering of securities, whether registered or exempt from registration. In the event GJRAA elects to incorporate or make reference to PM's report in connection with any offering of debt or equity securities and requests PM's

consent to such incorporation or reference, GJRAA understands that additional procedures will need to be performed. In the event PM agrees in writing to perform such additional procedures, the nature and extent of which will be at PM's sole discretion, it is agreed and acknowledged that PM's performance of such additional procedures will be subject to all of the terms and conditions of this agreement. Additional fees for such work will be determined based on the actual time that PM staff expend at current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and that payment for all such additional fees will be made in accordance with the payment terms provided in this agreement.

If GJRAA incorporates or makes reference to PM's report in connection with any offering of debt or equity securities without obtaining consent from PM as described above, GJRAA agrees to include the following provision in the offering document:

Plante & Moran, PLLC, our independent auditor, has not performed or been engaged to perform any services in connection with the offering of securities. Nor has Plante & Moran, PLLC performed or been engaged to perform any procedures on the financial statements of GJRAA since the date of the Plante & Moran, PLLC report included herein. Plante & Moran, PLLC also has not performed any procedures relating to this offering document.

- 14. Tax Return Preparation** – This engagement does not include preparation of any tax returns or filings. If GJRAA requires tax services, including tax consulting or preparation of tax returns, those services will be detailed in a separate engagement letter.
- 15. Confidentiality, Ownership, and Retention of Workpapers** – During the course of this engagement, PM and PM staff may have access to proprietary information of GJRAA, including, but not limited to, information regarding general ledger balances, financial transactions, trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to GJRAA. PM will comply with all applicable ethical standards, laws, and regulations as to the retention, protection, use and distribution of such confidential client information. Except to the extent set forth herein, PM will not disclose such information to any third party without the prior written consent of GJRAA.

In the interest of facilitating PM's services to GJRAA, PM may communicate or exchange data by internet, e-mail, facsimile transmission, or other electronic method. While PM will use its best efforts to keep such communications and transmissions secure in accordance with PM's obligations under applicable laws and professional standards, GJRAA recognizes and accepts that PM has no control over the unauthorized interception of these communications or transmissions once they have been sent, and consents to PM's use of these electronic devices during this engagement.

Professional standards require that PM create and retain certain workpapers for engagements of this nature. All workpapers created in the course of this engagement are and shall remain the property of PM. PM will maintain the confidentiality of all such workpapers as long as they remain in PM's possession.

Both GJRAA and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in which PM is not a party. Further, in compliance with Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*, PM's working papers will be made available to federal award program representatives at PM offices during normal business hours during the audit and for a period of three years after the issuance of the report. Disclosure of confidential information in accordance with requirements of regulatory authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this agreement. In the event that a request for any confidential information or workpapers covered by this agreement is made by regulatory authorities or pursuant to a court order or subpoena, PM agrees to inform GJRAA in a timely manner of such request and to cooperate with GJRAA should it attempt, at GJRAA's cost, to limit such access. This provision will survive the termination of this agreement. PM's efforts in complying with such requests will be deemed billable to GJRAA as a separate engagement. PM shall be entitled to compensation for its time and reasonable reimbursement of its expenses (including legal fees) in complying with the request.

Both GJRAA and PM acknowledge that upon completion of the audit PM is required to send an electronic copy of GJRAA's financial report, PM's official letter of comments and recommendations, and auditing procedures report directly to the State of Michigan pursuant to Michigan Department of Treasury Regulations. GJRAA authorizes and directs PM to provide such information and disclosure of such information shall not constitute a breach of the provisions of this agreement.

PM reserves the right to destroy, and it is understood that PM will destroy, workpapers created in the course of this engagement in accordance with PM's record retention and destruction policies, which are designed to meet all relevant regulatory requirements for retention of workpapers. PM has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.

Upon GJRAA's written request, PM may, at its sole discretion, allow others to view any workpapers remaining in its possession if there is a specific business purpose for such a review. PM will evaluate each written request independently. GJRAA acknowledges and agrees that PM will have no obligation to provide such access or to provide copies of PM's workpapers, without regard to whether access had been granted with respect to any prior requests.

16. Consent to Disclosures to Service Providers – In some circumstances, PM may use third-party service providers to assist with its services, including affiliates of PM within or outside the United States. In those circumstances, PM will be solely responsible for the provision of any services by any such third-party service providers and for the protection of any information provided to such third-party service providers. PM will require any such third-party service provider to: (i) maintain the confidentiality of any information furnished; and (ii) not use any information for any purpose unrelated to assisting with PM's services for GJRAA. In order to enable these third party service providers to assist PM in this capacity, GJRAA, by its duly authorized signature on the accompanying engagement letter, consents to PM's disclosure of all or any portion of GJRAA's information, including tax return information, to such third party service providers, including affiliates of PM outside of the United States, if and to the extent such information is relevant to the services such third party service providers may provide and agrees that PM's disclosure of such information for such purposes shall not constitute a breach of the provisions of this agreement. GJRAA's consent shall be continuing until the services provided for this engagement agreement are completed.

17. Fee Quotes – In any circumstance where PM has provided estimated fees, fixed fees, or not-to-exceed fees ("Fee Quotes"), these Fee Quotes are based on information provided by GJRAA regarding the nature and condition of its accounting, financial, and tax records; the nature and character of transactions reflected in those records; and the design and operating effectiveness of its internal controls. GJRAA acknowledges that the following circumstances may result in an increase in fees:

- Failure by GJRAA to prepare for the audit as evidenced by accounts and records that have not been subject to normal year-end closing and reconciliation procedures;
- Failure by GJRAA to complete the audit preparation work by the applicable due dates;
- Significant unanticipated or undisclosed transactions, audit issues, or other such unforeseeable circumstances, including those created by the Coronavirus pandemic and resulting market conditions;
- Delays by GJRAA causing scheduling changes or disruption of fieldwork, including challenges created by the Coronavirus pandemic resulting from the inaccessibility of GJRAA personnel or records;
- After audit or post fieldwork circumstances requiring revisions to work previously completed or delays in resolution of issues that extend the period of time necessary to complete the audit;
- Issues with the prior audit firm, prior year account balances, or report disclosures that impact the current year engagement;
- An excessive number of audit adjustments.

PM will advise GJRAA in the event these circumstances occur, however it is acknowledged that the exact impact on the Fee Quote may not be determinable until the conclusion of the engagement. Such fee adjustments will be determined in accordance with the Fee Adjustments provision of this agreement.

18. Payment Terms – PM's invoices for professional services are due upon receipt unless otherwise specified in the engagement letter. In the event any of PM's invoices are not paid in accordance with the terms of this agreement, PM may elect, at PM's sole discretion, to suspend work until PM receives payment in full for all amounts due or terminate this engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of PM's audit work or issuance of PM's audit report upon resumption of PM's work. GJRAA agrees that in the event PM stops work or terminates this Agreement as a result of GJRAA's failure to pay fees on a timely basis for services rendered by PM as provided in this Agreement, or if PM terminates this Agreement for any other reason, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.

19. Fee Adjustments – Any fee adjustments for reasons described elsewhere in this agreement will be determined based on the actual time expended by PM staff at PM's current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and included as an adjustment to PM's invoices related to this engagement. GJRAA acknowledges and agrees that payment for all such fee adjustments will be made in accordance with the payment terms provided in this agreement.

- 20. Conditions of PM Visit to Client Facilities** – GJRAA agrees that PM's services will be provided remotely to the maximum extent possible. In order to facilitate the provision of services remotely, GJRAA agrees to provide documentation and other information reasonably required by PM for PM's performance of the engaged services electronically to the extent possible throughout the course of the engagement. In the event in-person visits to GJRAA's facility(ies) are determined by PM in its sole discretion to be necessary for the performance of the engaged services, GJRAA agrees, as a pre-condition to any such in-person visit, to provide to PM for PM's evaluation GJRAA's policies and procedures that GJRAA has implemented and will adhere to relating to workplace safety and the prevention of the transmission of disease at its facility(ies). In addition, GJRAA affirms that it is in compliance with applicable Centers for Disease Control and Prevention and OSHA guidance pertaining to the prevention of the transmission of disease (collectively, "Applicable Preventative Guidance") and agrees that it shall continue to comply with Applicable Preventative Guidance throughout any in-person visits by PM to GJRAA's facility(ies). GJRAA further affirms that it is in compliance and shall continue to comply with all other applicable laws, regulations, or executive orders relating to COVID-19 or the prevention of the spread thereof (collectively, "COVID-19 Laws") and agrees that it shall continue to comply with COVID-19 Laws throughout any in-person visits by PM to GJRAA's facility(ies). Notwithstanding the foregoing, PM reserves the right to suspend or refrain from any in-person visit by PM to GJRAA's facility(ies) or impose further conditions on any such in-person visit if and as PM deems necessary at its sole discretion. GJRAA agrees and acknowledges that any determination by PM to visit GJRAA's facility(ies) is not and shall not be construed to be or relied on by GJRAA as a determination by PM of GJRAA's compliance with Applicable Preventative Guidance or any COVID-19 Laws.
- 21. Release and Hold Harmless for Biological Agent Liability** – GJRAA acknowledges that there is an inherent risk of exposure to COVID-19 or other infectious diseases associated with any in-person interaction or in-person visit to property. Accordingly, GJRAA, for itself and its successors and assigns, hereby releases PM and each of PM's officers, directors, partners, members, managers, employees, affiliated, parent or subsidiary entities, and approved third party service providers (collectively, "PM Persons") from any and all claims or causes of action that the GJRAA has, or hereafter may or shall have, against any of them in connection with, related to, or arising out of COVID-19 or other infectious diseases or the transmission thereof associated with a visit by one or more of the PM Persons to any GJRAA facility(ies) or other in-person interaction with GJRAA personnel (collectively hereafter "Biological Agent Liability"). Moreover, GJRAA shall indemnify, defend and hold harmless the PM Persons from and against all claims, liabilities, losses and expenses suffered or incurred by any of them associated with any claim of Biological Agent Liability related to, arising out of or in connection with any visit by any PM Persons to a GJRAA facility(ies) or other in-person interaction with GJRAA personnel.
- 22. Exclusion of Certain Damages** – In no event shall either party be liable to the other, whether a claim be in tort, contract, or otherwise, for any indirect, consequential, punitive, exemplary, lost profits, or similar damages in claims relating to PM's services provided under this engagement.
- 23. Receipt of Legal Process** – In the event PM is required to respond to a subpoena, court order, or other legal process (in a matter involving GJRAA but not PM) for the production of documents and/or testimony relative to information PM obtained and/or prepared during the course of this engagement, GJRAA agrees to compensate PM for the affected PM staff's time at such staff's current hourly rates, and to reimburse PM for all of PM's out-of-pocket costs incurred associated with PM's response unless otherwise reimbursed by a third party.
- 24. Subsequent Discovery of Facts** – After the date of PM's report on the financial statements, PM has no obligation to make any further or continuing inquiry or perform any other auditing procedures with respect to the audited financial statements covered by PM's report, unless new information that may affect the report comes to PM's attention. If PM becomes aware of information that relates to these financial statements but was not known to PM at the date of its report, and that is of such a nature and from such a source that PM would have investigated it had it come to PM's attention during the course of the audit, PM will, as soon as practicable, undertake to determine whether the information is reliable and whether the facts existed at the date of PM's report. In this connection, PM will discuss the matter with GJRAA and request cooperation in whatever investigation and modification of the financial statements that may be necessary. Additional fees for such work will be determined based on the actual time that PM staff expend at PM's current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and GJRAA acknowledges and agrees that payment for all such additional fees will be made in accordance with the payment terms provided in this agreement.
- 25. Termination of Engagement** – This agreement may be terminated by either party upon written notice. Upon notification of termination, PM's services will cease and PM's engagement will be deemed to have been completed. GJRAA will be obligated to compensate PM for all time expended and to reimburse PM for all out-of-pocket expenditures through the date of termination of this engagement.
- 26. Entire Agreement** – This engagement agreement is contractual in nature, and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties regarding the subject matter hereof. Any

Professional Services Agreement – Audit Services

material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this agreement, signed by all of the parties.

- 27. Severability** – If any provision of this engagement agreement (in whole or part) is held to be invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
- 28. Force Majeure** – Neither party shall be deemed to be in breach of this engagement agreement as a result of any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, acts of God, war or other violence, or epidemic (each individually a “Force Majeure Event”). A Force Majeure Event shall not excuse any payment obligation relating to fees or costs incurred prior to any such Force Majeure Event.
- 29. Signatures** – Any electronic signature transmitted through DocuSign or manual signature on this engagement letter transmitted by facsimile or by electronic mail in portable document format may be considered an original signature.
- 30. Governing Law** – This agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and jurisdiction over any action to enforce this agreement, or any dispute arising from or relating to this agreement shall reside exclusively within the State of Colorado.

End of Professional Services Agreement – Audit Services



Report on the Firm's System of Quality Control

To the Partners of
Plante & Moran, PLLC
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Plante & Moran, PLLC (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended June 30, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under FDICIA; an audit of a broker-dealer; and examinations of service organizations (SOC 1 and SOC 2 engagements).

As part of our peer review, we considered reviews by regulatory entities as communicated to the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Plante & Moran, PLLC applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended June 30, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Plante & Moran, PLLC has received a peer review rating of *pass*.

Postlethwaite & Netterville

Baton Rouge, Louisiana
December 27, 2019

Grand Junction Regional Airport Authority
Agenda Item Summary

TOPIC:	FCI Design and Preconstruction Task Order Approval		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Approve the preconstruction task order with FCI to design, estimate, and obtain competitive bids for planned 2021 airport improvement projects.		
SUMMARY:	<p>Staff have identified, prioritized and budgeted various airport improvement projects to be completed in 2021 including the following:</p> <ul style="list-style-type: none">- Rental car facility improvements (offices, counters, and fuel site awning)- TSA checkpoint modifications to improve screening efficiency and completion of the flooring installation in the checkpoint- Structural repairs proposed by Knott Laboratories- Replacement of an undersized heating & cooling unit for the boarding area <p>The proposed task order with FCI authorizes them to complete planning, design, and construction drawings for these projects. As one of our on-call contractors, FCI will utilize the completed designs to competitively bid the projects and inform actual pricing for a construction contract to complete the proposed work.</p> <p>Staff have identified financial and operational efficiencies in completing the proposed projects at similar times. Completing the preconstruction work in the fall of 2020 may allow actual construction work to start in January and February which historically have fewer operations and passengers than other times during the year.</p>		
REVIEWED BY:	Executive Director and Finance Director		
FISCAL IMPACT:	<p>\$30,688 – 2020 Non-AIP Improvement</p> <ul style="list-style-type: none">- \$15,230 for CFC projects- \$15,458 for TSA checkpoint, structural repairs, and heating/cooling unit		
ATTACHMENTS:	FCI Preconstruction Proposal		
STAFF CONTACT:	<p>Sarah Menge smenge@gjairport.com (970) 248-8581</p>		

Grand Junction Regional Airport
2020 Projects
Grand Junction, CO



FCI Preconstruction Proposal

PO Box 1767

Date **Revised - 10/13/2020**

Grand Junction, CO 81506

SCOPE: Provide design and preconstruction/estimating services for multiple projects at the Grand Junction Regional Airport located in Grand Junction Colorado. Agreement will be based on the AIA 141. Reference the attached list of projects that design and preconstruction/estimating services is included for.

REV. This Preconstruction Proposal is revised per 9/30/2020 Meeting with GJRA and FCI Constructor to incorporate project #1, #2, #3, #4, #7 and #8 (projects #5, #6 & #9 will not be done at this time). Included in this revision is added Preconstruction Services and Mechanical Design fees for the replacement of an undersized RTU servicing the Holdroom space (project #11). Design and Preconstruction services for project #10 (Outdoor Heated Area) has been removed from this proposal.

EXCLUSIONS: Design Contingency. Surveying and geotechnical investigation/report. Environmental assessment. Engineering services for Civil, Landscape/Irrigation, Structural. This proposal does not contain any planning/development or building permit fees, these will be accounted for in the construction estimates as they are prepared or paid direct by Owner. Owner to provide property insurance and builders risk. FCI will provide general liability insurance and professional liability during construction.

Billing Procedure Billing will occur at the end of each month as the work is completed on behalf of the Owner. Payment terms are net 30.

Concept Planning & Schematic Design

Development of design narratives along with an interior finish palette and material standards, initial floor plans will be provided, and a budgetary estimate and schedule will be developed.

Preconstruction Services (Include Estimate)	\$	1,200
Architectural Design - Blythe Group	\$	3,430
Mechanical/Electrical Design - Bighorn Engineers	\$	1,800
Gensler Consultant Review/Commenting	By Owner	
Fee @ 7%	\$	450
TOTAL CONCEPT/SD COSTS	\$	6,880

Design Development

Design Development will provide progress drawings with development of design. Updated budgetary estimate and schedule will be provided.

Preconstruction Services ((Include Estimate)	\$	900
Architectural Design - Blythe Group	\$	6,860
Mechanical/Electrical Design - Bighorn Engineers	\$	4,500
Gensler Consultant Review/Commenting	By Owner	
Fee @ 7%	\$	543
TOTAL DESIGN DEVELOPMENT COSTS	\$	12,804

Construction Drawings

Construction Drawings phase will provide 100% complete documents to competitively bid all subcontractor trades. At the completion of this phase FCI will seek approval of a Guaranteed Maximum Price to proceed into construction.

GMP Estimating & Scheduling	\$	900
Architectural Design & Administration - Blythe Group	\$	6,860
Mechanical/Electrical Design - Bighorn Engineers	\$	2,700
Gensler Consultant Review/Commenting	By Owner	
Fee @ 7%	\$	543
TOTAL CONSTRUCTION DRAWINGS COSTS	\$	11,004

TOTAL DESIGN FEES \$ 30,688

FCI Constructors, Inc.

Date:

October 13, 2020

Project:

GRAND JUNCTION REGIONAL AIRPORT

PROJECT BUDGETING

GRAND JUNCTION, CO

BUGETARY PRICING ESTIMATE

DESCRIPTION:	TOTAL COST	COST/SF	NOTES:
RENTAL CAR BACK OFFICE IMPROVEMENTS		1,525	
GJRA PROJECT #1: RENTAL CAR BACK OFFICE IMPROVEMENTS	\$ 129,306	\$ 84.79	
RENTAL CAR NEW COUNTERS			
GJRA PROJECT #2: NEW RENTAL CAR COUNTERS	\$ 128,255	N/A	
FUEL SITE AWNING		3,600	
GJRA PROJECT #3: 60X60 FUEL SITE AWNING	\$ 366,249	\$ 101.74	
TSA CHECKPOINT MODIFICATIONS		667	
GJRA PROJECT #4: TSA CHECKPOINT MODIFICATIONS	\$ 186,181	\$ 279.13	
2ND FLOOR HOLD ROOM RENOVATIONS		5,900	
GJRA PROJECT #5: 2ND FLOOR HOLD ROOM EXPANSION/RE-CONFIGURATION	N/A	\$ -	THIS PROJECT IS TO BE ON HOLD
TAILWINDS HOOD VENT INSTALLATION		N/A	
GJRA PROJECT #6: TAILWINDS HOOD VENT INSTALLATION	N/A	\$ -	THIS PROJECT IS TO BE ON HOLD
COMPLETION OF DEFERED FLOORING		N/A	
GJRA PROJECT #7: COMPLETION OF DEFERRED FLOORING COST	\$ 31,200	\$ -	
EE1 HALLWAY & OTHER STRUCTURAL REPAIRS (KNOTT LABORATORIES ESTIMATE)		N/A	
GJRA PROJECT #8: EE1 HALLWAY & OTHER STRUCTURAL REPAIRS	\$ 128,368	\$ -	
BASEMENT LIFE SAFETY IMPROVEMENTS		N/A	
GJRA PROJECT #9: BASEMENT LIFE SAFETY IMPROVEMENTS	N/A	\$ -	THIS PROJECT IS TO BE ON HOLD
OUTDOOR HEATED AREA		N/A	
GJRA PROJECT #10: OUTDOOR HEATED AREA	TBD	\$ -	
REPLACE RTU OVER THE HOLD ROOM AREA		N/A	
GJRA PROJECT #11: REPLACE RTU OVER THE HOLD ROOM AREA	TBD	\$ -	ESTIMATED COST IS TO BE DETERMIND AT A LATER DATE
COST TOTALS	\$ 969,559		

Grand Junction Regional Airport Authority
Agenda Item Summary

TOPIC:	Approval of CMT/GJRAA professional service agreement		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Board approve the professional services agreement with Crawford, Murphy & Tilly, Inc. for air service development consulting services with a maximum annual cost of \$50,000.00.		
SUMMARY:	<p>The professional services agreement with Crawford, Murphy & Tilly, Inc. (CMT) will replace our agreement with Volaire Aviation. Mike Lum, as a Managing Partner of Volaire, has provided air service development consulting to GJT since 2016. Mike was on retainer at a rate of \$4,000 monthly (\$48,000 annually) plus travel expenses. Mike helped GJT secure airline support and a SCASDP grant for new service to SFO, and staff is grateful for his partnership.</p> <p>CMT completed a GJT Market Assessment in July and presented insights about air service development in the pandemic to GJRAA staff, Commissioners, and the GJRASA Board. All parties appreciated CMT’s approach and creativity and staff believe these attributes are important for air service development in the current environment. CMT offered a proposal for a “hybrid” retainer to meet ongoing needs for Air Service Development consulting with flexibility for the Authority to maximize the value of additional services. CMT will provide standard consulting services including routine and ad-hoc air service reporting, communication, and analysis, inclusive of all consultant and data costs for \$15,000. Additional consulting services such as catchments studies, marketing strategy development, and airline meetings will be performed only at the Executive Director’s written request, and will be billed on an agreed upon fixed fee or time and materials basis. The maximum value of all services under this agreement will not exceed \$50,000. This hybrid retainer approach ensures we will only pay for those services we need.</p> <p>CMT is also advising the GJRASA. Using the same consulting partner eliminates the risk the GJRASA and GJRAA pay for the same work twice, guarantees we are both operating from the same set of information, and ensures the goals of each organization are understood by the firm. CMT proactively brought to our attention the risk of a perceived conflict of interest. To mitigate risk we will have separate lead consultants who are peers at the firm – Harrison Earl will be the GJRAA consultant, and our agreements with CMT are set up similarly and of similar size.</p>		
REVIEWED BY:	Executive Director and Legal Counsel, Dan Reimer		
FISCAL IMPACT:	Up to \$50,000.00 – Air Service Development		
ATTACHMENTS:	Professional Services Agreement		
STAFF CONTACT:	Angela Padalecki apadalecki@gjairport.com (970) 248-8588		

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made between GRAND JUNCTION REGIONAL AIRPORT AUTHORITY, whose address is 2828 Walker Field Drive, Grand Junction, Colorado 81506, hereinafter called the **CLIENT** and Crawford, Murphy & Tilly, Inc., Consulting Engineers, 2750 West Washington Street, Springfield, Illinois 62702, hereinafter called the **CONSULTANT**.

WITNESSETH, that whereas the **CONSULTANT** offers and the **CLIENT** seeks Air Service Development On-Call Consulting Services in connection with the Grand Junction Regional Airport ("GJT" or "Airport").

NOW THEREFORE, the **CONSULTANT** agrees to provide the **CLIENT** with the following Standard Consulting Services and Additional Consulting Services:

1. Standard Consulting Services include weekly, monthly, quarterly, and ad hoc air service data reporting and associated communication and coordination with the **CLIENT**. These reports will generally, but not exclusively, contain data such as airline schedules, DOT O&D data, DOT T100 data, DOT on-time performance data, and other airline and airport industry data. Reports may be standard industry reports or may be customized for GJT. The **CONSULTANT** will provide insights and commentary along with the report data. This reporting and associated communication with the **CLIENT** is estimated to require up to one hundred hours over twelve months.
2. Additional Consulting Services include particularly complex reporting, generally defined as reports utilizing non-standard data, reports requiring interactive components or a database, or reports requiring multiple hours of effort to create. For example and without limitation, Additional Consulting Services may include catchment studies, marketing strategy development, airline meetings, air service conference attendance on the **CLIENT**'s behalf, air service incentive program development, and economic impact studies. Additional Consulting Services will be performed only at the **CLIENT**'s direct request and pursuant to a written task order or scope of work approved by the **CLIENT**.

The **CONSULTANT** agrees to provide the above described services and the **CLIENT** agrees to compensate the **CONSULTANT** for these services in the manner checked below:

- ☒ Standard Consulting Services as specified above at the annual amount of \$15,000.00 payable in twelve (12) equal monthly payments of \$1,250.00 effective November 1, 2020, for the period November 1, 2020 through October 31, 2021. For these tasks, this annual amount shall be totally inclusive of all **CONSULTANT** costs, travel costs, and project incidentals, including data costs, printing, and communications.
- ☒ Additional Consulting Services as specified above and assigned by the **CLIENT** to be performed either on a to be agreed upon fixed fee or on a time and expenses basis, in accordance with the attached **Exhibit A**, Schedule of Hourly Charges, which is subject to change at the beginning of each calendar year. Reimbursable direct expenses and Professional or Subconsultant services performed by another firm will be invoiced at cost.

IT IS MUTUALLY AGREED THAT, payment for services rendered shall be made monthly in arrears by the **CLIENT**.

IT IS FURTHER MUTUALLY AGREED: The maximum value of this contract is \$50,000.00.

The **CLIENT** and the **CONSULTANT** each binds itself, its partners, successors, executors, administrators and assignees to each other party hereto in respect to all the covenants and agreements herein and, except as above, neither the **CLIENT** nor the **CONSULTANT** shall assign, sublet or transfer any part of his interest in this **AGREEMENT** without the written consent of the other party hereto. This **AGREEMENT**, and its construction, validity and performance, shall be governed and construed in accordance with the laws of the State of Colorado. This **AGREEMENT** is subject to the General Conditions attached hereto.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this 14th day of October, 2020.

CLIENT:

GRAND JUNCTION REGIONAL AIRPORT AUTHORITY

(Client Name)

(Signature)

ANGELA PADALECKI, EXECUTIVE DIRECTOR

(Name and Title)

Date

CONSULTANT:

CRAWFORD, MURPHY & TILLY, INC.

Douglas Gregory

(Signature)

Douglas R. Gregory - Manager Aviation Planning

(Name and Title)

October 14, 2020

Date

CMT Job No. _____

STANDARD GENERAL CONDITIONS
Crawford, Murphy & Tilly, Inc.

1. Standard of Care

In performing its professional services hereunder, the **CONSULTANT** will use that degree of care and skill ordinarily exercised, under similar circumstances, by members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the **CONSULTANT'S** undertaking herein or its performance of services hereunder.

2. Documents and Data – Use by the Parties

- A. Ownership of Data and Documents. All documents including reports and analysis prepared by the **CONSULTANT** pursuant to this Agreement shall become the property of the **CLIENT**, as soon as payment for the same has been completed pursuant to this Agreement. The **CLIENT** may use such documents and data in any manner without liability or legal exposure to the **CONSULTANT**.
- B. Reuse by the Consultant. The **CONSULTANT** may retain copies of documents and data and may use the same on behalf of the **CLIENT** in connection with the work performed under this Agreement or any future agreement between the parties in connection with the Airport. In no event shall the **CONSULTANT** use documents or data generated hereunder for any use unrelated to this Agreement, the **CLIENT** or the Airport, including without limitation for purposes of marketing the **CONSULTANT'S** services to other prospective clients, without the **CLIENT'S** express written permission.

3. Termination

This Agreement may be terminated by either party upon seven days prior written notice. In the event of termination, the **CONSULTANT** shall be compensated by the **CLIENT** for all satisfactory services performed up to and including the termination date, including reimbursable expenses.

4. Parties to the Agreement

The services to be performed by the **CONSULTANT** under this Agreement are intended solely for the benefit of the **CLIENT**. Nothing contained herein shall confer any rights upon or create any duties on the part of the **CONSULTANT** toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

5. Independent Contractor

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

5. Construction and Safety

N/A

6. Payment

See prior page

7. Indemnification for Release of Pollutants

N/A

8. Risk Allocation ☒ Check box if this does not apply

N/A

9. Insurance

- A. The **CONSULTANT** shall procure and maintain at its expense during the effective period of this Agreement the following insurance from insurance companies authorized to do business in Colorado, covering all operations and Services under this Agreement performed by the **CONSULTANT**.
 - a. Worker's Compensation Insurance in amounts not less than \$1,000,000 per occurrence and in accordance with the provisions of the Colorado Workers' Compensation Act.
 - b. Commercial General Liability in amounts not less than \$2,000,000 combined single limit per occurrence and \$4,000,000 aggregate of bodily injury, personal injury, and property damage with endorsements to include broad form contractual, and broad form property damage.
 - c. Automobile Liability, Bodily Injury and Property Damage with a limit of \$1,000,000 per occurrence, combined single limit including owned, hired and non-owned autos.
 - d. Professional Liability Insurance in amounts not less than \$1,000,000 per claim and \$2,000,000 annual aggregate.
- B. The **CONSULTANT** shall furnish to the **CLIENT** a certificate, or certificates, of insurance showing compliance with this section. The certificate(s) shall provide that the insurance shall not be cancelled unless ten (10) days written notice shall have been given to the **CLIENT**.
- C. The **CONSULTANT** agrees to include the insurance requirements set forth in this Agreement in all subcontracts. The **CLIENT** shall hold the **CONSULTANT** responsible in the event any subcontractor fails to have insurance meeting the requirements set forth in this Agreement. The **CLIENT** reserves the right to approve variations in the

insurance requirements applicable to subcontractors upon joint written request of subcontractor and the **CONSULTANT** if, in the **CLIENT**'s opinion, such variations do not substantially affect the **CLIENT**'s interests.

10. Liability

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

11. Governing Law

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

12. Subordination

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

13. Governmental Immunity Act

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

14. Colorado Open Records Act

The **CONSULTANT** acknowledges that the **CLIENT** is subject to the provisions of the Colorado Open Records Act, Colorado Revised Statutes § 24-72-201 et seq., and the **CONSULTANT** agrees that it will fully cooperate with the **CLIENT** in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which the **CONSULTANT** asserts is confidential and exempt from disclosure. Any other provision of this Agreement notwithstanding, including exhibits, attachments, and other documents incorporated into this Agreement by reference, all materials, records, and information provided by the **CONSULTANT** to the **CLIENT** shall be considered confidential by the **CLIENT** only to the extent provided in the Colorado Open Records Act, and the **CONSULTANT** agrees that any disclosure of information by the **CLIENT** consistent with the provisions of the Colorado Open Records Act shall result in no liability of the **CLIENT**. To the extent not prohibited by federal law, this Agreement is subject to public release through the Colorado Open Records Act.

15. Civil Rights Non-Discrimination

CONSULTANT agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If **CONSULTANT** transfers its obligations under this Agreement to another, the transferee is obligated in the same manner as **CONSULTANT**. This provision obligates **CONSULTANT** during the term of this Agreement. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

During the performance of this Agreement, **CONSULTANT** for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities: Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252); 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964); the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601); Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended, and 49 CFR part 27; the Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.); the Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended; the Civil Rights Restoration Act of 1987 (PL 100-209); Titles II and III of the Americans with Disabilities Act of 1990 (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38; Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency; and Title IX of the Education Amendments of 1972, as amended..

16. Authority

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

EXHIBIT A**CRAWFORD, MURPHY & TILLY, INC.
STANDARD SCHEDULE OF HOURLY CHARGES
JANUARY 1, 2020**

Classification	Regular Rate
Principal	\$ 230
Principal Air Service Development Project Engineer/Architect/Manager II Project Environmental Specialist II	\$ 220
Senior Consultant Air Service Development Project Engineer/Architect/Manager I Project Environmental Specialist I Project Structural Engineer I	\$ 190
Sr. Structural Engineer II	\$ 175
Sr. Technician II	\$ 160
Aerial Mapping Specialist	\$ 155
Sr. Engineer/Architect I Sr. Structural Engineer I Land Surveyor	\$ 150
Technical Manager II Environmental Specialist III	\$ 140
Sr. Technician I	\$ 135
Sr. Planner I GIS Specialist Engineer/Architect I Structural Engineer I	\$ 130
Environmental Specialist II Technician II	\$ 115
Planner I Technical Manager I Environmental Specialist I Technician I Project Administrative Assistant	\$ 95
Administrative/Accounting Assistant	\$ 60

If the completion of services on the project assignment requires work to be performed on an overtime basis, labor charges above are subject to a 15% premium. These rates are subject to change upon reasonable and proper notice. In any event this schedule will be superseded by a new schedule effective January 1, 2021.

Out of pocket direct costs will be added at actual cost for blueprints, supplies, transportation and subsistence and other miscellaneous job-related expenses directly attributable to the performance of services. A usage charge may be made when specialized equipment is used directly on the project.

Subconsultant services furnished to CMT by another company will be invoiced at actual cost.

Grand Junction Regional Airport Authority
Agenda Item Summary

TOPIC:	Monitor Purchase for Terminal Advertising		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Authorize staff to purchase and install display monitors to be used for terminal advertising not to exceed the quoted amount of \$14,354.18.		
SUMMARY:	<p>GJRAA previously had an advertising contract with Lamar to facilitate advertising in the terminal. That contract expired in 2018, the existing equipment needed to be replaced, and a decision was made not to enter into a new advertising contract until the major terminal building upgrades were completed. Now that construction is completed, GJRAA staff have identified locations for digital advertising in the terminal and are requesting approval to purchase 10 digital display monitors.</p> <p>GJRAA is in the process of developing advertising standards and pricing and plans to sell advertisements directly. While the current advertising plan is not completed, there is a longer lead time for the equipment and staff would like to have the equipment in place to show potential advertising customers. GJRAA has received a number of unsolicited requests to display advertising at the airport and we are confident that we can easily meet and exceed the net revenue to the airport that was being received under the prior contract.</p> <p>The prior advertising contract sold gross advertising revenues averaging \$4,000/month and the airport received approximately \$1,375. By selling the advertisements directly, the cost of the equipment could be recovered in less than 4 months.</p>		
REVIEWED BY:	Executive Director and Finance Director		
FISCAL IMPACT:	\$14,354 .18		
ATTACHMENTS:	Quote for digital displays and installation		
STAFF CONTACT:	Joseph Burtard jburtard@gairport.com (970) 248-5814		



565 25 Road
Suite 106
Grand Junction CO 81505
970-242-3900

Estimate

Date	Estimate #
9/17/2020	5788

Name / Address
GJ Airport Attn Ben Peck

P.O. No.	Terms	Due Date	Rep	Account #	Project
	Due on receipt	9/17/2020			

[illegible]

Estimates are good for 30 days

	Subtotal	\$14,354.18
	Sales Tax (0.0%)	\$0.00
	Total	\$14,354.18

Grand Junction Regional Airport Authority
Agenda Item Summary

TOPIC:	Airport Capital Improvement Program Manager – Recommendation of Award and Contract Approval		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Accept the recommendation of award and authorize the Executive Director to sign a contract for the Airport Capital Improvement Program, Program Manager to Garver, LLC.		
SUMMARY:	<p>GJRAA is in the middle of a Capital Improvement Program (CIP) of over \$180 million. Given the size of the current CIP, the GJRAA onboarded a Development Director, Eric Trinklein, in 2016, to oversee airport projects. Eric departed GJRAA in July, and staff determined hiring a consultant to serve as the CIP Manager is more appropriate than bringing on a new full-time staff member. Hiring a consultant allows GJRAA to efficiently onboard a highly qualified and competent leader for this role who is part of a firm that gives them access to a bench of experts they can tap into easily. Last, converting this role from staff to consultant maximizes flexibility and efficiency in our financial planning. We have the ability to scale this role down or up as needed and appropriate, such as when the runway program is complete or when we are in a particularly intense phase, and the FAA has shown us how some of the expenses for this role are AIP eligible.</p> <p>A request for qualifications was issued in August and we received a strong response. Four firms submitted responses, each with over 30 years of experience, over 40 professional staff, and a dedicated aviation practice. The evaluation panel was made up of airport staff and an airline representative with extensive program management expertise. The panel reviewed the four proposals, conducted interviews with all the respondents, and ranked the responses based on the following evaluation criteria:</p> <ol style="list-style-type: none">1. Qualifications and Experience2. Technical Competence3. Proposed Organization4. Project Approach / Methodology <p>Based on the statement of qualifications and the interviews, the evaluation team recommended Garver, LLC as the firm that best meets GJRAA's needs. The Executive Director concurred with the evaluation panel, notified Garver that is was the apparent successful respondent, and negotiated final terms of the contract being presented to the Board.</p> <p>Following the acceptance of the recommendation for award and authorizing the contract with Garver, staff will develop the first scope of work to define tasks to be completed Garver under this program.</p>		
REVIEWED BY:	Executive Director and Legal Counsel, Dan Reimer		
FISCAL IMPACT:	No Task Order has been issued at this time		
ATTACHMENTS:	Professional Services Agreement with Garver		
STAFF CONTACT:	Angela Padalecki apadalecki@gjairport.com (970) 248-8588		

**GRAND JUNCTION REGIONAL AIRPORT AUTHORITY
PROGRAM MANAGER
PROFESSIONAL SERVICES AGREEMENT**

This PROGRAM MANAGER PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is entered into between the GRAND JUNCTION REGIONAL AIRPORT AUTHORITY (the “Authority”), a political subdivision of the State of Colorado, having an address of 2828 Walker Field Drive, Suite 301, Grand Junction, Colorado 81506, and GARVER, LLC having an address of 4701 Northshore Drive, North Little Rock, AR 72118 (individually a “Party”, collectively the “Parties”) as of _____, 2020 (the “Effective Date”).

1. Scope of Services

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

Apron Pavement Rehabilitation
Taxiway A Rehabilitation
Earthwork and Stormwater Infrastructure
New Runway 11/29 Design and Construction
NAVAID Design and Construction
Airfield Fencing
Access Roadway and Vehicle Service Road Improvements
Terminal Improvements
Hangar Design and Construction

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

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

1.4. Services will be provided in accordance with mutually agreed upon task orders and amendments to this Agreement as provided in Section 2 of this Agreement. Consultant agrees to timely and professionally complete, furnish and pay all costs related to the Services, and to furnish all labor and everything else reasonably necessary to complete the same, unless specifically provided to the

contrary elsewhere in this Agreement or an amendment hereto.

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

2. Compensation and Amendments

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

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

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

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

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

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

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

2.8. If Consultant is unable to perform the Services set forth in this Agreement as a direct result of an action or order of the Authority, or other governmental body having jurisdiction over the Authority, Consultant shall be entitled to an equitable adjustment in any schedule or deadlines for deliverables under the applicable Amendment.

3. Consultant Obligations

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

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

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

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

3.5. In addition to the clauses set forth herein, the Federal Contract Provisions of the annexed **Exhibit D** are incorporated by reference as if full set forth in the body of this Agreement.

The terms "Contractor", "Offeror", "Applicant" and "Successful Bidder" as used in **Exhibit D** shall refer to the Consultant. In the event of conflict between the terms and conditions of **Exhibit D** and the body of this Agreement, the term and conditions of **Exhibit D** shall control. In the event the FAA changes any of the Federal Contract Provisions, the Parties shall incorporate the change in an amendment hereto.

4. Authority Obligations

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

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

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

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

4.5. The Authority shall give prompt written notice to Consultant whenever Authority observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's Services, or any defect in the work of Consultant(s), provided that nothing herein

shall impose upon the Authority a duty to observe, supervise or inquire into any such services or work.

5. Insurance

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

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

5.1.2. Commercial General Liability in amounts not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate of bodily injury, personal injury, and property damage with endorsements to include contractual, and property damage.

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

5.1.4. Professional Liability Insurance in amounts of \$2,000,000 per claim and \$4,000,000 annual aggregate.

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

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

6. Standard of Care

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

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

7. Construction Cost Opinion

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

8. Force Majeure

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

9. Term, Breach, and Termination

9.1. Term. This Agreement shall become effective upon the Effective Date and will remain in effect for a period of five (5) years, until _____, 2025, or sooner terminated in accordance with this section.

9.2. Breach of Agreement by Consultant

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

9.2.2. Authority will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the Agreement. Authority reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the Authority elects to terminate the Agreement. The Authority's notice will identify a specific date by which the Consultant must correct the breach. Authority may proceed with termination of the Agreement if the Consultant fails to correct the breach by the deadline indicated in the Authority's notice.

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

9.3. Termination

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

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

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

9.3.4. Authority further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

9.4. Termination by Consultant for Cause

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

9.4.2. The Consultant must provide the Authority seven (7) days advance written notice of its intent to terminate this Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

9.4.3. Upon receipt of a notice of termination from the Consultant, the Authority agrees to cooperate with Consultant for the purpose of terminating this Agreement or portion thereof, by mutual consent. If Authority and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Authority's breach of this Agreement.

9.4.4. In the event of termination due to Authority breach, the Consultant is entitled to invoice the Authority and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. The Authority agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

10. Liability

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

11. Colorado Open Records Act

Consultant acknowledges that the Authority is subject to the provisions of the Colorado Open Records Act, Colorado Revised Statutes §24-72-201 et seq., and Consultant agrees that it will fully cooperate with the Authority in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which Consultant asserts is confidential and exempt from disclosure. Any other provision of this Agreement notwithstanding, including exhibits, attachments, and other documents incorporated into this Agreement by reference, all materials, records, and information provided by Consultant to the Authority shall be considered confidential by Consultant only to the extent provided in the Colorado Open Records Act, and Consultant agrees that any disclosure of information by the Authority consistent with the provisions of the Colorado Open Records Act shall result in no liability of the Authority. To the extent not prohibited by federal law, this Agreement is subject to public release through the Colorado Open Records Act.

12. Governmental Immunity Act

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

13. Severability

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

14. Governing Law

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

15. Entire Agreement

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

16. Delivery of Documents and Data and Use by the Parties

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

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

16.3. Ownership of Data and Documents. The original drawings, plans, specifications, inspection reports and other deliverables, whether in written or electronic format, shall become the property of the Authority as soon as payment for the same has been completed, including payment

made pursuant to this Agreement. The Authority may use such documents and data in any manner without limitation or liability to the Consultant.

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

17. Covenant Against Contingent Fees

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

18. Notices

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

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

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

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

19. Binding Effect

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

20. No Partnership

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

21. Independent Contractor

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

22. Descriptive Headings

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

23. Limitation of Benefit

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

24. Authority

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

25. Subordination

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

26. Limitation of Liability

Notwithstanding any provision to the contrary herein, Consultant's (including its subconsultants, agents, assignees, affiliates and vendors) total aggregate liability under this Agreement, including liability for any special, consequential, indirect, punitive, exemplary, or incidental damages , but excluding liability as result of gross negligence defined as intentional and reckless acts, shall be limited to the four million dollar (\$4,000,000.00) amount set forth as the aggregate limit of Professional Liability insurance in Section 5.1.4 above.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____th day of _____ 2020.

AUTHORITY:
GRAND JUNCTION REGIONAL
AIRPORT AUTHORITY

By: _____
Angela Padalecki, Executive Director

CONSULTANT:


By:  _____
Frank McIlwain, PE Vice President

EXHIBIT A
PROGRAM MANAGER REQUEST FOR QUALIFICATIONS

CONTINUED ON NEXT PAGE



2828 Walker Field Dr
Grand Junction, CO 81506

Request for Qualifications

Airport Capital Improvement Program
Program Manager

Schedule of Events

RFQ Issued	August 10, 2020	
Deadline to Submit Questions	August 28, 2020	
Response to Written Questions	September 4, 2020	
SOQs due	September 25, 2020	4:00pm MDT

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I. OBJECTIVE AND BACKGROUND

The Grand Junction Regional Airport Authority (“Authority”) hereby solicits Statements of Qualifications (“SOQs”) from responsible, qualified firms interested in providing program management services in support of the capital improvement program and other capital projects at the Grand Junction Regional Airport (“Airport”) in Grand Junction, Colorado.

The Authority intends to select the Program Manager based solely on qualifications. Fees will be negotiated for projects on a task order basis as funding is obtained. Cost or fee information is not to be submitted with the SOQ.

This procurement is designed and intended to conform with 49 U.S.C. § 47107(a)(17); 2 C.F.R. Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*; and FAA Advisory Circular 150/5100-14E, *Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects* (Sept. 2015). The agreement between the Authority and the selected Program Manager will be subject to all applicable Federal Rules and Regulations as identified in AC 150/5100-14E. The most current version of the Federal Contract Provisions for A/E agreements will be attached to the agreement.

The Program Manager must be responsible and possess the ability to perform successfully under the terms and conditions of a contract to be negotiated between the Authority and the selected Program Manager. Consideration will be given to integrity, record of past performance, extent of experience with program management services, technical resources, and accessibility to other necessary resources. This procurement is designed and intended to eliminate individual and organizational conflicts of interest.

Upon completion of the selection process outlined herein, the Airport Executive Director will notify the apparent successful respondent for the purpose of initiating contract negotiations, on the basis of the form of contract attached hereto. Upon completion of negotiations, the resulting contract will be presented to the Authority Board of Directors for approval. The Authority assumes no responsibility for any costs or expenses incurred by any respondent, including the apparent successful respondent, unless and until the Authority makes an award by execution of a contract.

It is the policy of the Authority to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of an agreement hereunder.

Digital copies of the Request for Qualifications (“RFQ”) are available at www.bidnet.com/colorado. Addendums to the RFQ will be published in the same manner. Respondents shall be registered on the Plan Holders List in order to submit a response to the RFQ. If you need help registering, please call the system support department at 1-800-835-4603.

Sealed SOQs, subject to the conditions of the RFQ, will be received by the Authority, 2828 Walker Field Drive, Suite 301, Grand Junction, Colorado 81506, until Friday, September 25, 2020, at 4:00 P.M. Mountain Daylight Time.

II. ANTICIPATED SCOPE OF WORK

The Authority has an ambitious Airport Capital Improvement Plan (“ACIP”), the signature element of which is the relocation of Runway 11/29 to meet current Federal Aviation Administration design standards and to eliminate intersecting runways at the Airport. The purpose, need and details of the planned relocation of Runway 11/29 and its associated and enabling projects are detailed in the Airport Master Plan Update (2009) and Environmental Assessment (2015). In addition to the ACIP, the Authority may initiate capital projects that it deems necessary but are not included in the ACIP and further may participate in capital projects conducted by Airport tenants and other public and private entities, both on and adjacent to the Airport.

The Program Manager selected through this procurement shall serve as the owner’s agent and representative and as an extension of Authority staff to ensure that ACIP and non-ACIP capital projects are completed on-time and on-budget, in conformance with all applicable technical and regulatory requirements. The Program Manager shall help establish and implement the vision, schedule and approach to the ACIP; serve as the Authority’s representative with regulators, contractors and stakeholders in capital projects; and unite each project team in a shared goal of successful project completion. The Authority shall, at all times, reserve the right to make final decisions with respect to the Airport and direct the Program Manager accordingly.

More specifically, the Program Manager shall be responsible for the following:

- Develop and implement a program management plan for the ACIP, to include a detailed schedule.
- Develop procedures and standards for the planning, coordination and administration of the ACIP.
- Provide overall organizational management and guidance for implementation of the ACIP.
- Be accountable for the ACIP budget, schedule, quality, and stakeholder engagement.
- Serve as the owner’s representative on non-ACIP capital projects, as may be assigned, to ensure protection of Authority’s and Airport’s interests.
- Identify and assist the Authority manage risks with respect to cost, schedule, compliance, contracts, and safety in capital projects.

The Program Manager may be called upon to support the Authority in capital projects that the Authority reasonably expects to initiate within five (5) years. The Program Manager may support the Authority in multiple projects and across multiple grant agreements.

Specific services and fees on individual projects will be determined by task order or contract amendments, as set forth in the agreement between the Authority and selected Program Manager. To assist in the preparation of SOQs, the Authority provides the following illustrative list of tasks that may be required of the Program Manager:

- Perform technical reviews on behalf of the Authority to include, without limitation, engineering plans and designs for earthwork, grading, drainage, pavement design, electrical, and stormwater.
- Prepare scopes of work for engineering, design and construction services.
- Monitor work and progress of the project engineer and construction contractor during construction.
- Maintain overall and project-specific budgets and continually monitor progress against the budget.
- Provide recommendations to the Authority and project teams on maintaining and maximizing eligibility for federal grant funding, including through the Airport Improvement Program.
- Define reporting and meeting schedules, maintain meeting minutes, perform necessary follow-up and hold parties accountable for verbal and written commitments.
- Secure necessary FAA approvals and determinations, including satisfaction of notice requirements pursuant to 14 C.F.R. Part 77.
- Secure necessary permits.
- Coordinate with the Federal Aviation Administration, State of Colorado, Mesa County and the City of Grand Junction.

Some of the services may not be required. The Authority reserves the right to initiate additional procurement action(s) for any of the services identified herein.

III. CONTRACT TERM

The term of the resulting contract will commence upon the execution of Notice of Award and will be for five (5) years.

IV. INSURANCE

Prior to commencement of performance, the Program Manager shall furnish to the Authority a certificate of insurance for general liability with limits to be specified by agreement. Proof of insurability shall be demonstrated by providing copies of current insurance policy. The Program Manager shall be free to acquire additional insurance coverage. The Authority and all its employees including the Airport Executive Director, board members, and officers, shall be included as additional insured on the insurance policies with the sole exception of workers' compensation insurance.

The Authority must be given a 30-day written notice of cancellation, but subject to a 10-day written notice of cancellation for non-payment of premium. The Program Manager shall forward a certificate of insurance (including a copy of the workers' compensation insurance) promptly after the execution of an agreement for the Authority's records and updated certificates of insurance within thirty (30) days prior to the expiration date of each subsequent insurance policy. The insurance shall be written by a Company licensed to do business in the State of Colorado and rated by A.M. Best as "A minus or better," or by such other company consented to in writing by the Authority. All insurance policies required to be maintained shall be primary and shall not require contribution from any coverage maintained by the Authority.

V. SUBMITTAL REQUIREMENTS

Respondents shall deliver a total of five (5) original copies of the submittal in hard copy format to the Authority, as well as submit electronically a copy of the submittal to the Rocky Mountain e-purchasing system (BidNet®). Once submitted, all copies shall become property of the Authority.

Submittals shall be sealed and marked: “STATEMENT OF QUALIFICATIONS AIRPORT CAPITAL IMPROVEMENT PROGRAM MANAGER FOR GRAND JUNCTION REGIONAL AIRPORT AUTHORITY”

Submittals shall be addressed to:

ATTN: Cameron Reece
Grand Junction Regional Airport Authority
2828 Walker Field Drive, Suite 301
Grand Junction, Colorado 81506

Sealed Statements of Qualifications will be received no later than 4:00 P.M. MDT, September 25, 2020. Any Statements of Qualifications received after this time will be considered non-responsive and returned un-opened. Faxed SOQs will not be accepted. The Authority reserves the right to reject any or all SOQs.

SOQs may be reviewed by an evaluation panel. A limited number of the best qualified respondents may be selected for a detailed presentation of their SOQ.

The submittal should be limited to a maximum of fifty (50) pages and must include the following items, in the specified sequence:

1. Signed Signature Page (RFQ Form #1) – Respondent shall complete, sign, and submit RFQ Form #1. The Signature Page must be signed a person(s) authorized to bind the entity or entities submitting the response. Joint ventures require signatures from all respondents participating in the joint venture. Joint ventures are required to provide legal proof of the joint venture, such as a joint venture agreement, as an attachment to their submittal.
2. Submittal Checklist (RFQ Form #2) – Respondent shall complete and submit RFQ Form #2.
3. General Information Form (RFQ Form #3) – Respondent shall complete and submit RFQ Form #3.
4. Litigation Disclosure Form (RFQ Form #4) – Respondent shall complete and submit RFQ Form #4. If necessary, include additional pages for explanation.
5. Conflict of Interest Disclosure Form (RFQ Form #5) – Respondent shall complete and submit RFQ Form #5. If necessary, include additional pages for explanation.
6. Disadvantaged Business Enterprise (DBE) Program (RFQ Form #6) – Respondent shall complete and submit RFQ Form #6 and provide any additional information documentation regarding respondents’ DBE involvement.

7. State of Colorado Certification Regarding Illegal Aliens (RFQ Form #7) – Respondents shall complete and sign the certification statement to indicate your understanding of the requirements concerning illegal aliens.
8. Executive Summary – Respondents shall provide an Executive Summary which includes an overview of the Respondent’s company, highlights of the Respondent’s experience, introduction of the project manager, the names of other key personnel, and a concise statement as to why the Respondent should be selected. The Executive Summary shall be limited to three (3) pages.
9. Statement of Qualifications – Narrative document that addresses all evaluation criteria enumerated in Section VII, Selection Criteria.
10. Comments on Contract – Respondents shall provide any general or specific comments on or exceptions to the attached contract. Do *not* “redline” or edit the document.

All Respondents are required to complete all information requested in this RFQ. Failure to do so may result in the disqualification of a respondent.

Any cost or expense incurred by the respondent that is associated with the preparation of the SOQ during any phase of the selection process, shall be borne solely by respondent.

During contract negotiations, the successful respondent shall be required to provide copies of current insurance policies meeting the required coverages and limits.

VI. PRESUBMITTAL QUESTIONS

Any questions or inquiries related to this solicitation must be made in writing and submitted no later than 4:00 P.M. MDT, August 28, 2020. Questions received after the stated deadline will not be answered. It is required that all questions be submitted through BidNet®.

All questions submitted in accordance with the requirements stated above will be answered in writing and posted to BidNet® no later than 4:00 P.M. MDT, September 4, 2020.

All respondents interested in this solicitation (including Respondent’s employees, representatives, agents, lobbyist, attorneys, and sub consultants) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process. This policy is intended to create a level playing field for all potential respondents, assure that contract decision is made in public, and to protect the integrity of the selection process.

VII. SELECTION CRITERIA

The selection of a Program Manager will be based on a comparative analysis of the professional qualifications necessary for satisfactory performance of the services required.

The Authority may designate an evaluation panel to be comprised of selected Authority staff and subject matter experts, free of conflicts of interest, to review and score each SOQ independently. The evaluation panel will be responsible for developing an ordinal ranking of respondents based

on each panel member's independent review. The evaluation panel will present its ordinal rankings to the Airport Executive Director, who shall be responsible for selecting the apparent successful respondent to begin contract negotiations.

The Authority reserves the right to request and conduct oral interviews of any or all respondents, including a preselection list of the best qualified respondents based on an initial review of SOQs against the selection criteria enumerated herein. The Authority further reserves the right to request detailed proposals from a preselection list of the best qualified respondents.

Respondents should address each of the evaluation criteria listed below, to be weighted equally, and provide a minimum of three (3) but no more than five (5) specific examples of projects undertaken demonstrating qualifications. Submittals shall be in the same sequential format as follows:

1. Qualifications and Experience

- a. Detail relevant services regularly offered by the firm, how long the services have been offered, and the number of professional employees dedicated full or part time to providing relevant services.
- b. Provide examples of comparable projects within the last five (5) years that demonstrate the firm's qualifications to perform the anticipated services. These projects should be complete or near completion.
- c. Identify the roles of the project manager and key personnel in the comparable projects.
- d. Provide start and completion dates and references with names, phone numbers, and email addresses of the owner's representative who is most knowledgeable of your firm's performance.

2. Technical Competence

- a. Present your firm's understanding of standards and policies, special requirements, codes, and regulations pertinent to the anticipated scope of services.
- b. Demonstrate familiarity with relevant Transportation Security Administration and FAA regulations, policies, requirements and standards.
- c. Demonstrate familiarity with the Airport Improvement Program, including the requirements for project eligibility and ensuring compliance with the FAA's technical specifications and the terms, conditions and assurances of AIP grant agreements. Provide examples where the firm successfully maintained and maximized AIP eligibility, if not provided in Section 1 (Qualifications and Experience).
- d. Present your internal quality control procedures.
- e. Demonstrate your firm's commitment to safety.

3. Proposed Organization

- a. Present a team organizational chart and identify each key team member's role (including team member names) and responsibility for this project. Indicate availability of team members for the project. Identify geographic location of all proposed team members.
- b. Present qualifications and experience or any regularly engaged outside consultants (if any).
- c. Describe the specific internal mechanisms and controls in place within the firm to ensure the timely and efficient provision of client services.
- d. Respondent shall provide a one (1)-page resume for the project manager and all key team members identified in the organizational chart.
- e. Identify firm's current workload and ability to undertake and complete tasks in a timely manner.

4. Project Approach / Methodology

- a. Detail your firm's approach to developing and implementing scopes of work, plans, budgets and schedules for airport capital programs.
- b. Demonstrate your firm's proven methods for ensuring on-time, on-budget, high-quality capital projects.
- c. Explain how you customarily distinguish the roles and responsibilities of a program manager from other members of a project team, to include the project engineer.
- d. Detail your firm's approach to communication and coordination with the project owner, contractors, consultants, regulators and stakeholders.
- e. Detail your firm's approach to managing complex airfield construction projects, including interdependent projects phased over multiple years.

VIII. GRAND JUNCTION REGIONAL AIRPORT AUTHORITY RIGHTS

The Authority reserves the right to reject all, or portions of any or all, submittals. The Authority may, at its sole discretion, withdraw this RFQ, re-advertise, extend deadlines, waive irregularities and technicalities, or modify or amend any and all provisions herein. The Authority will not pay for any information herein requested, nor is it liable for any costs incurred by the participating respondent. The Authority reserves the right to extend the RFQ submittal date if needed. All changes and/or clarifications will be distributed to all those indicating interest in this RFQ in the form of addenda published on BidNet®. Any award as a result of this procurement shall be contingent upon the execution of an appropriate contract.

If a selection cannot be made on the basis of the SOQ, the Authority reserves the right to select the most qualified respondent(s) to provide additional information and, if warranted, detailed interviews. No respondent shall be entitled to, or otherwise be guaranteed, an interview. The Authority is a political subdivision of the state of Colorado and, as a result, the SOQ and other documents associated with this procurement may become public records subject to disclosure under the Colorado Open Records Act (C.R.S. Title 24, Art. 72) upon submission to

the Authority. Each respondent shall be responsible for identifying any information in its submittal that it believes is subject to an exception from disclosure under state law.

IX. TITLE VI SOLICITATION NOTICE

The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals 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.

X. LABOR AND WAGES

The selected respondent shall be responsible for complying with the Federal Fair Labor Standards Act; Colorado Constitution Article XVIII, Sec. 15 (State Minimum Wage Rate); and/or wage rates imposed by the City of Grand Junction, in accordance with Colorado House Bill 19-1210 and associated provisions of the Colorado Revised Statutes. The selected respondent shall have full responsibility for compliance with federal, state and local requirements concerning wages and labor.

XI. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

XII. SIGNATURE PAGE (RFQ Form #1)

“✓” Check box that indicates business structure of Respondent

- ☐ Individual or Proprietorship
- ☐ Partnership or Joint Venture
- ☐ Corporation

The undersigned certifies that (s)he is authorized to sign this RFQ Form (if a Corporation then by resolution with Certified Copy of resolution attached) for and on behalf of the entity named below, and that (s)he is authorized to execute same for and on behalf of and bind said entity to the terms and conditions provided for in the SOQ as required by this RFQ, and has the requisite authority to execute an Agreement on behalf of Respondent, if awarded.

Respondent Organization Name: _____

By: _____

Printed Name: _____

Title: _____

If Respondent is a Joint Venture, an authorized signature from a representative of each party is required.

By: _____

Printed Name: _____

Title: _____

XIII. SUBMITTAL CHECKLIST (RFQ Form #2)

Use this checklist to ensure all required document have been included in the SOQ and that they are properly ordered.

	Document	Initial
1.	Signature Page (RFQ Form #1)	
2.	Submittal Checklist (RFQ Form #2)	
3.	General Information (RFQ Form #3)	
4.	Litigation Disclosure (RFQ Form #4)	
5.	Conflict of Interest (RFQ Form #5)	
6.	DBE Program (RFQ Form #6)	
7.	State of Colorado-Certification Regarding Illegal Aliens (RFQ Form #7)	
8.	Executive Summary	
9.	Statement of Qualifications	

XIV. GENERAL INFORMATION (RFQ Form #3)

1. Respondent Information: Provide the following information regarding the Respondent.

(NOTE: Co-Respondents are two (2) or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: _____

(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

Provide the number of years in business under present name: _____

Social Security Number or Federal Employer Identification Number: _____

Business Structure: Check the box that indicates the business structure of the Respondent.

☐ Individual or Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Other (If checked, list business structure): _____

Printed Name of Contract Signatory: _____

Job Title: _____

Provide any other names under which Respondent has operated within the last ten (10) years and length of time under for each:

Provide address of office from which this project would be managed:

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

Briefly describe other lines of business that the company is directly or indirectly affiliated with:

List Related Companies:

2. Contact Information: List the one person who the Authority may contact concerning your proposal or setting dates for meetings.

Name: _____ Title: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone No. _____ Fax No: _____
Email: _____

3. Does Respondent anticipate any mergers, transfer of organization ownership, or management reorganization within the next twelve (12) months?

Yes ___ No ___

4. Is Respondent authorized and/or licensed to do business in Colorado?

Yes ___ No ___ If "Yes", list authorizations/licenses.

Note: Prior to executing a contract, the entity must furnish the Authority with a valid certificate from the Secretary of the State of Colorado with authority to do business in the State of Colorado.

5. Where is the Respondent's corporate headquarters located? _____

6. Local/County Operation: Does the Respondent have an office located in Mesa County, Colorado?

Yes ___ No ___

7. Debarment/Suspension Information: Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes ___ No ___ If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

8. Surety Information: Has the Respondent ever had a bond or surety canceled or forfeited?

Yes ___ No ___ If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

9. Bankruptcy Information: Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes ___ No ___ If “Yes”, state the date, court, jurisdiction, case number, amount of liabilities and amount of assets.

10. Disciplinary Action: Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations?

Yes ___ No ___ If “Yes”, state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

11. Previous Contracts:

a. Has the Respondent ever failed to complete any contract awarded?

Yes ___ No ___ If “Yes”, state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

b. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

Yes ___ No ___ If “Yes”, state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

XV. LITIGATION DISCLOSURE (RFQ Form #4)

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your response from consideration or termination of the contract, if awarded.

1. Have you, or a member of your Company, or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the Grand Junction Regional Airport Authority, Walker Field Airport Authority, or any other Federal, State, or Local Government, Airport, or Private Entity?

YES ☐
NO ☐

2. Have you, or a member of your Company, or Team to be assigned to this engagement been involved in and claim or litigation with the Grand Junction Regional Airport Authority, Walker Field Airport Authority, or any other Federal, State, or Local Government, Airport, or Private Entity?

YES ☐
NO ☐

If you have answered “Yes” to either of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your response.

XVI. CONFLICT OF INTEREST DISCLOSURE FORM (RFQ Form #5)

This COI Disclosure Form must be signed by a principal of the Respondent to certify that it is correct.

A Respondent's certification that its disclosure form is correct includes the disclosure by its Associates and Subcontractors, if any.

My signature certifies that as disclosed on or attached to the present form:

The Respondent's disclosures are complete, accurate, and not misleading. The Respondent has received COI Disclosure Form(s) from all Subcontractors (if any) and the present form has attached any COI Disclosure Form(s) thereof. I hereby certify that I am authorized to sign this COI Disclosure Form as a Representative for the Respondent identified below:

Legal Name of Respondent: _____

Address: _____

Signature: _____

Name (type/print): _____

Title: _____

Date: _____

Please answer all questions "Yes", "No" or "N/A", and if uncertain answer "Yes."

If the answer to any of the questions 1 through 4 is "Yes," then: furnish all relevant facts that are necessary to make the response complete, accurate, and not misleading; and identify any actions that must be taken to avoid, neutralize, or mitigate such conflict of interest (e.g. communications barriers, restraint or restriction upon future contracting activities, or other precaution).

1. Is any Associate of the Respondent a former employee of the Authority within the last five years or a family member of a current employee of the Authority?

<input type="checkbox"/> YES	<input type="checkbox"/> No	<input type="checkbox"/> N/A
------------------------------	-----------------------------	------------------------------
2. Does the Respondent or any Associate of the entity have a conflict of interest regarding any known member of the Authority procurement evaluation or selection team?

<input type="checkbox"/> YES	<input type="checkbox"/> No	<input type="checkbox"/> N/A
------------------------------	-----------------------------	------------------------------
3. Does the Respondent, or any Associate of the entity, have any past, present or currently planned interests that are an Actual or Potential Conflict of Interest?

<input type="checkbox"/> YES	<input type="checkbox"/> No	<input type="checkbox"/> N/A
------------------------------	-----------------------------	------------------------------
4. Have Subcontractors furnished COI Disclosure Forms separate from the present form? (If yes, attach Subcontractor disclosures).

<input type="checkbox"/> YES	<input type="checkbox"/> No	<input type="checkbox"/> N/A
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**XVII. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM
(RFQ Form #6)**

NOTE: The Respondent is encouraged to solicit available DBE contractors to participate in potential subcontracting opportunities under the proposed contract.

The Respondent, _____, as part of the procedure for the submission of SOQ on a project known as _____, submits the following list of subcontractors/suppliers for proposed subcontracting areas (use additional sheets if necessary) to be used in the performance of work to be done on said project.

Name of Participating Subcontractor/Supplier	DBE Certification Number	Percent and Dollar Amount of Subcontract

List all DBE subcontractors/suppliers solicited but not selected for participation on project. (Note: Do not include participating subcontractors/suppliers listed above). If none were solicited, provide an explanation. Use additional sheets, if necessary.

Name of Subcontractor/Supplier Solicited	DBE Certification Number	Reason Not Selected

Only companies certified as a DBE by the State of Colorado, listed in the Colorado UCP DBE and ACDBE Directory can be applied toward the Authority Fiscal Year DBE goal. All DBE subcontractors/suppliers must submit a copy of their certification certificate through the prime contractor. Proof of certification must be attached to this form.

It is understood and agreed that, if awarded a contract by the Authority, the Respondent will not make additions, deletions, or substitutions to this certified list without consent of the Disadvantage Business Enterprise Liaison Officer (DBELO) (through the submittal of the Change or Addition of Subcontractors/Suppliers on Federally Funded Contracts).

AFFIRMATION

I HEREBY AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

NAME AND TITLE OF AUTHORIZED INDIVIDUAL: _____

SIGNATURE: _____

DATE: _____

**XVIII. STATE OF COLORADO CERTIFICATION REGARDING
ILLEGAL ALIENS (RFQ Form #7)**

The Respondent, whose name and signature appear below, certifies and agrees as follows:

1. The Respondent shall comply with the provisions of CRS 8-17.5-101 et seq.
2. The Respondent shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien.
3. The Respondent represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the E-verify Program administered by the Social Security Administration and Department of Homeland Security, or (ii) otherwise shall comply with the requirements of CRS 8-17.5-102(2)(b)(I).
4. The Respondent shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Respondent fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the Authority may be required to terminate the above referenced Contract for breach and the Respondent shall be liable for actual and consequential damages to the Authority.
5. The Respondent shall not use the E-verify Program procedures to undertake pre-employment screening of job applicants while these services are being performed.
6. If the Respondent obtains actual knowledge that a Subcontractor performing work under this contract knowingly employs or contracts with an illegal alien, the Respondent shall be required to:
 - a. Notify the Subcontractor and the Authority within three days that the Respondent has actual knowledge that the Subcontractor is employing or contracting with an illegal alien; and
 - b. Terminate the Subcontract with the Subcontractor if within three days of receiving the notice the Subcontractor does not stop employing or contracting with the illegal alien; except that the Respondent shall not terminate the contract with the Subcontractor if during such three days the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien.

CERTIFIED and AGREED to this _____ day of _____, 20_____.

RESPONDENT: _____ (Full Legal Name)

BY: _____ (Signature of Authorized Representative)

EXHIBIT B
CONSULTANT'S STATEMENT OF QUALIFICATIONS

OMITTED FROM BOARD MATERIAL

EXHIBIT C
CONSULTANT COMPENSATION

CONTINUED ON NEXT PAGE



GRAND JUNCTION REGIONAL AIRPORT
ACIP Program Manager
Garver Hourly Rate Schedule: July 2020 - June 2021

Classification	Rates
Engineers / Architects	
E-1.....	\$ 135.00
E-2.....	\$ 160.00
E-3.....	\$ 188.00
E-4.....	\$ 222.00
E-5.....	\$ 273.00
E-6.....	\$ 337.00
E-7.....	\$ 387.00
Planners / Environmental Specialist	
P-1.....	\$ 164.00
P-2.....	\$ 194.00
P-3.....	\$ 221.00
P-4.....	\$ 249.00
P-5.....	\$ 280.00
P-6.....	\$ 354.00
P-7.....	\$ 387.00
Designers	
D-1.....	\$ 122.00
D-2.....	\$ 138.00
D-3.....	\$ 164.00
D-4.....	\$ 192.00
Technicians	
T-1.....	\$ 104.00
T-2.....	\$ 136.00
T-3.....	\$ 153.00
Surveyors	
S-1.....	\$ 62.00
S-2.....	\$ 74.00
S-3.....	\$ 102.00
S-4.....	\$ 141.00
S-5.....	\$ 186.00
S-6.....	\$ 217.00

2-Man Crew (Survey).....	\$ 237.00
3-Man Crew (Survey).....	\$ 287.00
2-Man Crew (GPS Survey).....	\$ 280.00
3-Man Crew (GPS Survey).....	\$ 329.00

Construction Observation

C-1.....	\$ 115.00
C-2.....	\$ 145.00
C-3.....	\$ 175.00
C-4.....	\$ 226.00

Management/Administration

M-1.....	\$ 387.00
X-1.....	\$ 78.00
X-2.....	\$ 100.00
X-3.....	\$ 160.00
X-4.....	\$ 189.00
X-5.....	\$ 199.00
X-6.....	\$ 236.00
X-7.....	\$ 279.00

Agreement for Professional Services
ACIP Program Manager

Garver Project No. 20A25305

EXHIBIT D
REQUIRED FEDERAL CONTRACT PROVISIONS

ARTICLE 1
ACCESS TO RECORDS AND REPORTS

1.1 The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Authority, the Federal Aviation Administration, the Transportation Security Administration, the Comptroller General of the United States, the Colorado Department of Transportation Division of Aeronautics or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

ARTICLE 2
[RESERVED]

ARTICLE 3
CIVIL RIGHTS GENERAL

3.1 The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

3.2 This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

ARTICLE 4
CIVIL RIGHTS TITLE VI ASSURANCES
Compliance with Nondiscrimination Requirements

4.1 During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

4.1.1 Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

4.1.2 Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

4.1.3 Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4.1.4 Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

4.1.5 Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

4.1.6 Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or

supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

ARTICLE 5

Title VI List of Pertinent Nondiscrimination Acts and Authorities

5.1 During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

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

5.1.2 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

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

5.1.4 Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;

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

5.1.6 Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

5.1.7 The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

5.1.8 Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

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

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

5.1.11 Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

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

ARTICLE 6

CLEAN AIR/WATER POLLUTION CONTROL

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

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

ARTICLE 7

DEBARMENT AND SUSPENSION

7.1 The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

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

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

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

7.2 If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

ARTICLE 8 DISADVANTAGED BUSINESS ENTERPRISE

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

8.1.1 Withholding monthly progress payments;

8.1.2 Assessing sanctions;

8.1.3 Liquidated damages; and/or

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

8.2 Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the Authority. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Authority. This clause applies to both DBE and non-DBE subcontractors.

ARTICLE 9 DISTRACTED DRIVING

9.1 In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal

grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

9.2 In support of this initiative, the Authority encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

ARTICLE 10

ENERGY CONSERVATION REQUIREMENTS

10.1 Contractor and Subcontractors agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq*).

ARTICLE 11

FEDERAL FAIR LABOR STANDARDS ACT

11.1 All contracts and subcontracts that result from this contract incorporate by reference the provisions of 29 U.S.C. Section 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

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

ARTICLE 12

FOREIGN TRADE RESTRICTIONS

12.1 By submission of contract, the contractor certifies that with respect to this contract and any resultant contract, the contractor –

12.1.1 is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

12.1.2 has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

12.1.3 has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

12.2 This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

12.3 The contractor must provide immediate written notice to the Authority if the contractor learns that its certification or that of a subconsultants was erroneous when submitted or has become erroneous by reason of changed circumstances. The contractor must require subcontractors provide immediate written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

12.4 Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

12.4.1 who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or

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

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

12.5 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

12.6 The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

12.7 This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Authority cancellation of the contract or subcontract for default at no cost to the Authority or the FAA.

ARTICLE 13

LOBBYING FEDERAL EMPLOYEES

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

13.1.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

13.1.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

13.1.3 The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

ARTICLE 14

OCCUPATION SAFETY AND HEALTH ACT

14.1 All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must

address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

ARTICLE 15

TAX DELINQUENCY AND FELONY CONVICTION

15.1 The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1. The applicant represents that it is () is not (X) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2. The applicant represents that it is () is not (X) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

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

Term Definitions

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

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

ARTICLE 16

VETERAN'S PREFERENCE

16.1 In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all subcontractors must give preference to covered veterans as defined within Title 49 U.S.C. Section 47112(c). Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	2021 Budget Hearing		
PURPOSE:	Information <input checked="" type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input type="checkbox"/>
RECOMMENDATION:	The Board conduct a public hearing on the Budget, accept public comments and consider them, complete final review and provide comments and/or recommended changes on the Draft 2021 Budget.		
SUMMARY:	<p>Staff presented the draft budget to the Board at the workshop on October 6, 2020. Following this presentation and in accordance with CRS 29-1-105, a notice of proposed budget was advertised to the general public that a public hearing would be conducted by the Board on October 20, 2020 for any interested parties to make a public comment or objection to the budget.</p> <p>No changes have been made to the budget presented at the October 6, 2020 board workshop.</p> <p>Staff will consider and incorporate comments as deemed appropriate and the final 2021 budget will be presented for approval at the regular November meeting.</p>		
REVIEWED BY:	Executive Director & Legal Counsel (Karl Hanlon reviewed the Public Notice)		
FISCAL IMPACT:	<p>Total Appropriations for 2020: \$24,433,300 Operating – \$4,760,100 Debt Service – \$1,506,000 Capital – \$17,167,200</p> <p>See attachments for additional information and detail of the annual budget amounts proposed.</p>		
ATTACHMENTS:	2021 DRAFT Budget Summary		
STAFF CONTACT:	<p>Sarah Menge Email: SMenge@gjairport.com Office: (970) 248-8581</p>		

**GRAND JUNCTION REGIONAL AIRPORT AUTHORITY
2021 BUDGET**

Account Name	2019 Budget	2019 Actual	2020 Budget	2020 Forecast	2021 Budget
OPERATING REVENUE					
Aeronautical revenue					
Total Passenger Airline Revenue	\$ 1,823,600	\$ 1,944,134	\$ 2,004,800	\$ 1,698,800	\$ 1,648,100
Total Non-passenger airline revenue	791,400	917,810	875,400	514,100	755,600
Total Aeronautical revenue	2,615,000	2,861,944	2,880,200	2,212,900	2,403,700
Non-aeronautical revenue	3,678,900	4,001,968	4,053,400	2,303,000	2,473,500
Total Operating revenues	6,293,900	6,863,912	6,933,600	4,515,900	4,877,200
OPERATING EXPENSES					
Personnel compensation and benefits	2,554,800	2,410,653	2,695,900	2,554,400	2,624,800
Communications and utilities	349,200	304,105	350,900	322,500	317,900
Supplies and materials	510,300	574,359	607,800	417,200	360,900
Contract services	637,700	601,831	726,500	663,300	753,000
Repairs & maintenance	333,100	567,837	409,700	382,900	369,500
Insurance	92,700	108,989	118,700	120,700	132,000
Other	462,200	242,400	459,000	299,100	312,600
Total Operating Expenses	4,940,000	4,810,174	5,368,500	4,760,100	4,870,700
Net Revenue (Expense) from Operations	1,353,900	2,053,738	1,565,100	(244,200)	6,500
NON-OPERATING REVENUE (EXPENSE)					
Passenger facility charges (restricted rev)	894,200	1,050,179	1,127,000	518,400	625,200
Interest income	62,400	225,138	62,000	34,200	41,600
Interest expense	(812,200)	(618,458)	(791,000)	(791,000)	(768,500)
Customer facility charges (restricted rev)	716,200	741,145	807,000	216,800	393,000
Capital contributions	18,463,800	6,004,320	14,263,000	14,163,500	18,417,000
Capital expenditures - AIP	(16,935,600)	(6,560,738)	(15,571,000)	(14,495,000)	(19,022,000)
Capital expenditures - Non-AIP	(7,635,600)	(5,034,054)	(3,241,000)	(2,672,200)	(1,781,500)
Debt principle payments	(924,700)	(924,673)	(715,000)	(715,000)	(735,000)
Other CARES Act - Debt service	-	-	-	1,505,400	1,502,900
Other CARES Act - Personnel & Op Ex	-	-	-	2,071,440	600,000
Total Non-operating Revenue (Expense)	(6,171,500)	(5,117,141)	(4,059,000)	(163,460)	(727,300)
Net Change in Position (Budgetary Basis)	\$ (4,817,600)	\$ (3,063,403)	\$ (2,493,900)	\$ (407,660)	\$ (720,800)
Actual/Projected Ending Cash Balance					
Restricted Cash	\$ 4,128,878	\$ 8,287,000	\$ 5,474,000	\$ 2,871,200	\$ 1,549,600
Unrestricted Cash	8,378,477	5,974,552	6,293,652	9,090,140	9,692,940
Total Cash Balance	\$ 12,507,355	\$ 14,261,552	\$ 11,767,652	\$ 11,961,340	\$ 11,242,540

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2021 BUDGET
Company Wide - Operating Revenue Summary

Account Name		2019 Actual	2020 Budget	2020 Forecast	2021 Budget	Variance to 2019 Actual		Variance to 2020 Budget		Variance to 2020 Forecast	
						\$	%	\$	%	\$	%
OPERATING REVENUE											
Aeronautical revenue											
Passenger airline revenue											
A	Passenger airline landing fees	\$ 632,143	\$ 716,800	\$ 445,600	\$ 399,000	\$ (233,143)	-36.9%	\$ (317,800)	-44.3%	\$ (46,600)	-10.5%
B	Terminal rent	1,183,776	1,260,000	1,233,000	1,235,000	51,224	4.3%	(25,000)	-2.0%	2,000	0.2%
C	Other Passenger Airline Revenue	128,215	28,000	20,200	14,100	(114,115)	-89.0%	(13,900)	-49.6%	(6,100)	-30.2%
Total Passenger Airline Revenue		1,944,134	2,004,800	1,698,800	1,648,100	(296,034)	-15.2%	(356,700)	-17.8%	(50,700)	-3.0%
Non-passenger airline revenue											
D	Non-passenger landing fees	102,453	99,200	100,400	106,000	3,547	3.5%	6,800	6.9%	5,600	5.6%
E	Cargo and hangar rentals	53,466	53,800	53,800	55,100	1,634	3.1%	1,300	2.4%	1,300	2.4%
F	State fuel tax disbursement	210,629	198,600	97,800	138,000	(72,629)	-34.5%	(60,600)	-30.5%	40,200	41.1%
G	Fuel flowage fee - capital	249,836	241,000	117,500	212,400	(37,436)	-15.0%	(28,600)	-11.9%	94,900	80.8%
G	Fuel flowage fee - operations	254,083	241,000	118,200	212,400	(41,683)	-16.4%	(28,600)	-11.9%	94,200	79.7%
H	Fuel sales - airside	37,563	35,400	22,500	23,600	(13,963)	-37.2%	(11,800)	-33.3%	1,100	4.9%
I	Rapid refuel	8,340	5,000	2,500	6,700	(1,640)	-19.7%	1,700	34.0%	4,200	168.0%
I	Airplane ramp parking	1,440	1,400	1,400	1,400	(40)	-2.8%	-	0.0%	-	0.0%
Total Non-passenger airline revenue		917,810	875,400	514,100	755,600	(162,210)	-17.7%	(119,800)	-13.7%	241,500	47.0%
Total Aeronautical revenue		2,861,944	2,880,200	2,212,900	2,403,700	82,378	2.9%	(476,500)	-16.5%	190,800	8.6%
Non-aeronautical revenue											
J	Land and building leases	601,551	587,800	587,800	591,000	(10,551)	-1.8%	3,200	0.5%	3,200	0.5%
K	Terminal - restaurant & retail	170,590	180,600	80,000	77,000	(93,590)	-54.9%	(103,600)	-57.4%	(3,000)	-3.8%
L	Rent - office space	180,686	180,500	180,400	174,400	(6,286)	-3.5%	(6,100)	-3.4%	(6,000)	-3.3%
M	Rent - rental car exclusive sp	64,963	64,900	64,900	64,900	(63)	-0.1%	-	0.0%	-	0.0%
M	Rental car - gross rev & mag	946,944	966,900	432,000	522,500	(424,444)	-44.8%	(444,400)	-46.0%	90,500	20.9%
M	Rental car service area	54,783	54,300	54,300	57,800	3,017	5.5%	3,500	6.4%	3,500	6.4%
M	Rental car facility fuel sales	239,365	251,400	86,400	104,500	(134,865)	-56.3%	(146,900)	-58.4%	18,100	20.9%
K	Parking revenue	1,589,435	1,627,000	747,800	801,000	(788,435)	-49.6%	(826,000)	-50.8%	53,200	7.1%
K	Ground transportation	74,121	72,600	29,400	29,800	(44,321)	-59.8%	(42,800)	-59.0%	400	1.4%
N	Security fee	36,922	32,000	30,000	37,000	78	0.2%	5,000	15.6%	7,000	23.3%
O	Other revenue	42,608	35,400	10,000	13,600	(29,008)	-68.1%	(21,800)	-61.6%	3,600	36.0%
Total Non-aeronautical revenue		4,001,968	4,053,400	2,303,000	2,473,500	(1,528,468)	-38.2%	(1,579,900)	-39.0%	170,500	7.4%
Total Operating revenues		\$ 6,863,912	\$ 6,933,600	\$ 4,515,900	\$ 4,877,200	\$ (1,446,090)	-21.1%	\$ (2,056,400)	-29.7%	\$ 361,300	8.0%

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2021 BUDGET
Company Wide - Operating Expenses

Account Name	2017-2019 Avg	2020 Budget	2020 Forecast	2021 Budget	Variance to 17-19 Avg		Variance to 2020		Variance to 2020	
	Actual				\$	%	\$	%	\$	%
P Salaries-Full Time	1,603,700	1,919,100	1,803,200	1,852,200	248,500	14.0%	(66,900)	-3.5%	49,000	2.7%
P Medicare - 1.45% Er	26,800	28,100	26,600	27,100	300	0.8%	(1,000)	-3.6%	500	1.9%
P Pera - 14.2% Er/Pension	307,300	268,100	251,900	266,200	(41,100)	-17.8%	(1,900)	-0.7%	14,300	5.7%
P 401(K) Er	34,100	63,100	60,500	64,300	30,200	68.7%	1,200	1.9%	3,800	6.3%
Q Health Insurance Er	239,000	322,400	322,400	320,000	81,000	32.0%	(2,400)	-0.7%	(2,400)	-0.7%
P Health & Wellness Benefit	2,600	4,700	4,500	6,000	3,400	108.7%	1,300	27.7%	1,500	33.3%
P Life Insurance Er	5,100	7,800	7,500	9,300	4,200	82.2%	1,500	19.2%	1,800	24.0%
P Suta Er	3,900	5,900	5,700	5,700	1,800	77.1%	(200)	-3.4%	-	0.0%
P Worker Compensation	48,200	76,700	72,100	74,000	25,800	47.1%	(2,700)	-3.5%	1,900	2.6%
Personnel compensation and benefits	2,270,700	2,695,900	2,554,400	2,624,800	354,100	14.7%	(71,100)	-2.6%	70,400	2.8%
R Utilities-Gas	19,900	35,200	30,000	25,300	5,400	28.6%	(9,900)	-28.1%	(4,700)	-15.7%
R Utilities-Electric	207,300	230,800	215,000	214,800	7,500	3.5%	(16,000)	-6.9%	(200)	-0.1%
R Utilities-Water	20,800	25,400	20,000	21,700	900	4.8%	(3,700)	-14.6%	1,700	8.5%
R Utilities-Trash	13,700	15,600	15,600	15,700	2,000	13.5%	100	0.6%	100	0.6%
R Utilities-Sewer	6,700	7,500	7,500	7,600	900	14.0%	100	1.3%	100	1.3%
S Cell Phones	14,700	18,000	16,000	14,500	(200)	-1.2%	(3,500)	-19.4%	(1,500)	-9.4%
S Phone Service	17,700	18,400	18,400	18,300	600	3.5%	(100)	-0.5%	(100)	-0.5%
Communications and utilities	300,800	350,900	322,500	317,900	17,100	5.6%	(33,000)	-9.4%	(4,600)	-1.4%
S Employee Recognition	4,700	6,700	6,700	7,000	2,300	35.4%	300	4.5%	300	4.5%
S Uniforms	18,100	22,400	20,000	17,800	(300)	-2.0%	(4,600)	-20.5%	(2,200)	-11.0%
S Office Supplies	5,000	4,200	3,000	3,000	(2,000)	-74.4%	(1,200)	-28.6%	-	0.0%
T Materials & Supplies	81,600	125,200	115,000	83,200	1,600	1.8%	(42,000)	-33.5%	(31,800)	-27.7%
S Board Expense	4,200	5,100	5,100	6,000	1,800	46.3%	900	17.6%	900	17.6%
S Postage & Shipping	1,200	1,500	1,500	1,500	300	39.5%	-	0.0%	-	0.0%
S Scheduled Replacements	5,000	1,500	1,500	-	(5,000)	-100%	(1,500)	-100.0%	(1,500)	-100.0%
U Tools & Equipment	102,200	89,300	80,000	59,800	(42,400)	-31.4%	(29,500)	-33.0%	(20,200)	-25.3%
V Glycol Disposal	11,300	20,000	18,000	18,000	6,700	43.2%	(2,000)	-10.0%	-	0.0%
S Runway Deicing	2,600	3,000	3,000	-	(2,600)	-100%	(3,000)	-100.0%	(3,000)	-100.0%
S Snow Removal	7,000	7,300	7,300	8,500	1,500	16.8%	1,200	16.4%	1,200	16.4%
S Wildlife Control	1,500	2,600	3,200	3,500	2,000	60.9%	900	34.6%	300	9.4%
S Runway & Taxiway Lighting	8,200	15,100	15,100	10,000	1,800	16.2%	(5,100)	-33.8%	(5,100)	-33.8%
S Firefighting Supplies	4,000	8,800	8,800	6,000	2,000	27.2%	(2,800)	-31.8%	(2,800)	-31.8%
W Fuel - Diesel	26,300	30,800	20,000	19,600	(6,700)	-21.7%	(11,200)	-36.4%	(400)	-2.0%
W Fuel - Unleaded	233,800	252,800	99,000	112,000	(121,800)	-50.5%	(140,800)	-55.7%	13,000	13.1%
S Oil & Lubricants	3,100	11,500	10,000	5,000	1,900	57.9%	(6,500)	-56.5%	(5,000)	-50.0%
Supplies and materials	519,800	607,800	417,200	360,900	(158,900)	-27.7%	(246,900)	-40.6%	(56,300)	-13.5%

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2021 BUDGET
Company Wide - Operating Expenses

Account Name	2017-2019 Avg	2020 Budget	2020 Forecast	2021 Budget	Variance to 17-19 Avg		Variance to 2020		Variance to 2020	
	Actual				\$	%	\$	%	\$	%
S Personnel Services	3,700	5,000	5,000	5,000	1,300	108.5%	-	0.0%	-	0.0%
S ARFF Physicals	6,000	5,000	5,000	5,000	(1,000)	-28.1%	-	0.0%	-	0.0%
X Professional Services - Other	100,900	66,300	66,300	35,500	(65,400)	-72.6%	(30,800)	-46.5%	(30,800)	-46.5%
Y Purchased Services	5,800	10,500	10,500	14,800	9,000	114.1%	4,300	41.0%	4,300	41.0%
Z Security Guard	185,900	249,200	200,000	216,800	30,900	13.2%	(32,400)	-13.0%	16,800	8.4%
AA Professional Services - Legal	67,600	90,000	90,000	90,000	22,400	44.4%	-	0.0%	-	0.0%
S Professional Services - Acct	41,600	50,000	50,000	41,900	300	0.7%	(8,100)	-16.2%	(8,100)	-16.2%
S Professional Services - It	122,200	166,500	156,500	120,000	(2,200)	-2.1%	(46,500)	-27.9%	(36,500)	-23.3%
AB Professional Svcs - Eng & Plan	28,900	60,000	60,000	212,000	183,100	332.3%	152,000	253.3%	152,000	253.3%
S Fingerprint Processing	13,400	24,000	20,000	12,000	(1,400)	-12.6%	(12,000)	-50.0%	(8,000)	-40.0%
Contract services	576,000	726,500	663,300	753,000	177,000	29.4%	26,500	3.6%	89,700	13.5%
AC Repairs & Maintenance	271,600	224,500	215,000	179,200	(92,400)	-22.1%	(45,300)	-20.2%	(35,800)	-16.7%
AD Boarding Bridge Maintenance	18,900	28,000	28,000	24,000	5,100	39.7%	(4,000)	-14.3%	(4,000)	-14.3%
AD Elevator & Escalators	27,400	37,400	37,400	37,400	10,000	41.6%	-	0.0%	-	0.0%
AD Copier Service	5,300	9,500	11,000	10,900	5,600	108.9%	1,400	14.7%	(100)	-0.9%
S Pavement Maintenance	68,700	53,800	35,000	65,000	(3,700)	-5.0%	11,200	20.8%	30,000	85.7%
S Tower Repairs & Maintenance	17,300	18,900	18,900	18,000	700	6.4%	(900)	-4.8%	(900)	-4.8%
S Landscaping	4,200	7,400	7,400	5,000	800	26.3%	(2,400)	-32.4%	(2,400)	-32.4%
AE SRE Repairs & Maintenance	22,600	30,200	30,200	30,000	7,400	37.5%	(200)	-0.7%	(200)	-0.7%
Repairs & maintenance	436,000	409,700	382,900	369,500	(66,500)	-11.7%	(40,200)	-9.8%	(13,400)	-3.5%
AF Insurance	98,600	118,700	120,700	132,000	33,400	30.6%	13,300	11.2%	11,300	9.4%
AG Education & Training	71,200	129,600	64,800	58,500	(12,700)	-14.4%	(71,100)	-54.9%	(6,300)	-9.7%
AG Travel & Meetings	15,600	22,000	22,000	8,000	(7,600)	-48.6%	(14,000)	-63.6%	(14,000)	-63.6%
S Professional Dues	17,800	19,400	20,400	17,600	(200)	-1.3%	(1,800)	-9.3%	(2,800)	-13.7%
S Licenses & Fees	500	1,700	1,700	1,000	500	-4545.5%	(700)	-41.2%	(700)	-41.2%
S Publications	2,800	1,500	1,000	2,500	(300)	-14.2%	1,000	66.7%	1,500	150.0%
S Meals	2,700	4,600	4,000	4,000	1,300	34.5%	(600)	-13.0%	-	0.0%
AH Personnel Recruiting	16,000	1,000	1,000	1,000	(15,000)	-854.7%	-	0.0%	-	0.0%
S Marketing	41,900	50,000	40,000	40,000	(1,900)	-9.1%	(10,000)	-20.0%	-	0.0%
AI Air Service Development	65,000	80,000	70,000	80,000	15,000	20.3%	-	0.0%	10,000	14.3%
AJ Other	13,400	49,200	49,200	-	(13,400)	-81.0%	(49,200)	-100.0%	(49,200)	-100.0%
S Contingency	4,300	100,000	25,000	100,000	95,700	2661.3%	-	0.0%	75,000	300.0%
Other	251,200	459,000	299,100	312,600	61,400	25.3%	(146,400)	-31.9%	13,500	4.5%
Total Operating Expenses	4,453,100	5,368,500	4,760,100	4,870,700	417,600	8.7%	(497,800)	-9.3%	110,600	2.3%

GJRAA

2021 BUDGET

Company Wide - Non-Operating Activity

Account Name		2019 Actual	2020 Budget	2020 Forecast	2021 Budget	Variance to 2019 Actual \$ %		Variance to 2020 Budget \$ %		Variance to 2020 Forecast \$ %	
Non-operating revenue (expenses)											
AK	Passenger facility charges	1,050,179	1,127,000	518,400	625,200	(424,979)	-40%	(501,800)	-45%	106,800	21%
AL	Interest income	225,138	62,000	34,200	41,600	(183,538)	-82%	(20,400)	-33%	7,400	22%
AM	Interest expense	(618,458)	(791,000)	(791,000)	(768,500)	(150,042)	24%	22,500	-3%	22,500	-3%
AN	Customer facility charges	741,145	807,000	216,800	393,000	(348,145)	-47%	(414,000)	-51%	176,200	81%
AO	Capital contributions	6,004,320	14,263,000	14,163,500	18,417,000	12,412,680	207%	4,154,000	29%	4,253,500	30%
AP	Capital expense - AIP	(6,560,738)	(15,571,000)	(14,495,000)	(19,022,000)	(12,461,262)	190%	(3,451,000)	22%	(4,527,000)	31%
AP	Capital expense - Non AIP	(5,034,054)	(3,241,000)	(2,672,200)	(1,781,500)	3,252,554	-65%	1,459,500	-45%	890,700	-33%
AL	Debt principle payments	(924,673)	(715,000)	(715,000)	(735,000)	189,673	-21%	(20,000)	3%	(20,000)	3%
AQ	Other CARES Act - Debt service	-	-	1,505,400	1,502,900	1,502,900	100%	1,502,900	100%	(2,500)	0%
AQ	Other CARES Act - Personnel	-	-	2,071,440	600,000	600,000	100%	600,000	100%	(1,471,440)	-71%
Total Non-operating revenue (expenses)		(5,117,141)	(4,059,000)	(163,460)	(727,300)	4,953,681	-97%	3,331,700	-82%	(563,840)	345%

GJRAA
2021 BUDGET
Capital Expense - AIP

AIP PROJECTS - 2021	Project Cost	Colorado						2020	2021
	Estimate	FAA Funding		Discretionary		Local - GJRAA Cost			
AIP 66 - Rehabilitate West Commercial Apron and Temp Runup Pad	12,921,483	12,921,483	100%	-	0%	-	0%	500,000	12,422,000
Airfield Rehab Construction - Estimate	6,000,000	5,400,000	90%	-	0%	600,000	10%	-	6,000,000
Earthwork Design Package for Runway	600,000	540,000	90%	-	0%	60,000	10%	-	600,000
	\$ 19,521,483	\$ 18,861,483	97%	\$ -		\$ 660,000	3%	\$ 500,000	\$ 19,022,000

GJRAA
2021 BUDGET
Capital Expense - Non-AIP

	<u>2021</u>
<u>Terminal</u>	
*TSA Checkpoint Modifications to improve efficiency of processing, and maximize available queuing space - <i>PRIORITY 1</i>	\$ 200,000
*Deferred Flooring Installation - <i>PRIORITY 1</i>	35,000
Structural Repairs (Knott Laboratories Estimate & recommendation) - <i>PRIORITY 1</i>	130,000
Install (4) Terminal Trench Drains (Addresses Terminal Movement) - <i>PRIORITY 1</i>	40,000
Replace Boarding Area RTU Replacement - <i>PRIORITY 1</i>	120,000
Replace Worm Drives In Both Baggage Claim Carousels - <i>PRIORITY 1</i>	52,800
<u>Operations</u>	
GA Drainage Repairs - PRIORITY 2	50,000
GA Master Drainage Design - PRIORITY 2	20,000
<u>ARFF</u>	
SCBA Compressor Fill Station - PRIORITY 2	45,000
Hurst Combo Tool for ARFF 1 - PRIORITY 2	13,000
<u>Grounds & Roads</u>	
Phase III - Wayfinding Sign Refurbishments - PRIORITY 2	30,000
<u>Security</u>	
Security Software - Old software unsupported, need to upgrade - <i>PRIORITY 1</i>	25,000
<u>Buildings & Land</u>	
Replace Air Traffic Control Tower (ATCT) Roof Top Cooling Units - PRIORITY 2	70,000
*Upgrade ATCT Fire Panel - <i>PRIORITY 2</i>	130,000
Replace Hangar Door Operator (2853 Aviators Way) - <i>PRIORITY 1</i>	6,500
<u>Fleet</u>	
Dual Caster Wheel Kit for Aspen Plow - PRIORITY 2	15,000
Ops 6 vehicle replacement - PRIORITY 2	47,650
Denver Auction - PRIORITY 2	30,000
<u>*Rental Car - to be paid for with CFC Funds</u>	
Office Improvements (4 offices) - flooring, ceiling tiles, paint, etc. - <i>PRIORITY 1</i>	130,000
Rental Car Counter Replacements (4) - <i>PRIORITY 1</i>	128,000
Seal joints in parking lot & Fuel Site - <i>PRIORITY 1</i>	95,250
Install fuel site awning to protect the equipment from sun and weather damage - <i>PRIORITY 1</i>	366,250
<i>Total Non-AIP Capital Expense Budget</i>	<u><u>\$ 1,781,471</u></u>
Funded with restricted CFC Funds	\$ 719,500
Funded with Unrestricted Airport Funds	<u>1,061,971</u>
	<u><u>\$ 1,781,471</u></u>

* Carryover of \$1.1M from 2020 budgeted projects

GRAND JUNCTION REGIONAL AIRPORT AUTHORITY 2021 BUDGET ASSUMPTIONS

2021 Budget Objective and Assumptions

- **2021 Budget Objective:** Based on industry projections that assume a multi-year recovery for air travel to return to 2019 levels, the 2021 operating budget was developed with a goal of preserving the current financial position and cash reserves of the Grand Junction Regional Airport Authority (GJRAA) while continuing to make necessary infrastructure improvements and planning for the future. The \$5.7M CARES Act award in 2020 and 100% match on the \$12.9M Airport Improvement Program (AIP) project in combination with the operating budget will allow GJRAA to achieve these goals.
- **Operating Revenue:** Based on assumptions for commercial landings, passenger numbers, cargo activity and changes in fixed rents, 2021 operating revenue is budgeted at approximately \$4.9M, a reduction of 29% from 2019 actual revenue. The operating revenue budget assumes a slow and conservative recovery and GJRAA is confident that the revenue budget is achievable based on discussions with the airlines and currently available schedules.
- **Operating Expense:** Operating expense budget is down 1.5% from the 2019 budget. GJRAA has identified cuts in supplies and materials and discretionary costs like training and travel to reduce the total budget, however, there are budgeted expenses for planning and development work to invest in opportunities coming out of recovery. The proposed operating expense budget can be covered with 2021 budgeted revenues, however, additional cuts can be made if operating revenue does not meet budgeted expectations in 2021. Although operating revenues are expected to decline 29% from 2019, most operating expenses are not directly correlated to activity levels.
- **Non-Operating Revenue and Expense:** Non-operating revenues and expenses include restricted PFC and CFC revenues that must be spent on capital projects, scheduled debt service payments of principle and interest, interest income, capital expenses, capital contributions (grants), and in 2021, CARES Act Grant revenue. The net budgeted cash inflow or outflow from all non-operating activity is a cash outflow (expense) of approximately \$725k which is a result of the local match on AIP capital projects and non-AIP capital projects that GJRAA intends to complete in 2021.
- **Net Change in Position (Budgetary Basis):** While the net change in position in the proposed budget is a reduction of \$718,800, the budget includes Rental Car Infrastructure improvements to be paid for with restricted CFC reserve funds totaling \$719,500, therefore the proposed project costs will not result in any decrease in the unrestricted cash of the GJRAA.

Activity Assumptions

- **2021 Commercial Passenger Landings:** Commercial landings and airline seat capacity is estimated based on the average daily flight schedule by route, by carrier, and by aircraft type flown. We are projecting that the flight frequency will increase in the summer season and will remain at that level through the end of 2021. Based on these assumptions, we are estimating that 2021 commercial operations will be down approximately 37% from 2019. Additionally, to be conservative, we have not included any flights to Chicago, San Francisco, or Mesa, and did not include any Denver Air Connection activity since they are not currently operating. Based on these assumptions, we estimate the following flight schedule, seat capacity, and commercial landed weight for 2021:

Average Scheduled flights/day by Route		
	2021	2019
Denver	2.0	4.6
Dallas	2.7	2.8
Phoenix	1.7	2.4
SLC	2.0	3.0
	8.3	12.8
Allegiant - average flights/month	5.5	17.0
Estimated 2021 Seat Capacity	207,132	
2019 Actual Seat Capacity for the same carriers	330,626	
2021 Capacity reduction from 2019 %	-37.4%	
Estimated 2021 Commercial Landed Weight in pounds	204,543,346	
2019 Actual Commercial Landed Weight in pounds	312,091,717	
2021 Commercial Landed Weight reduction from 2019 %	-34.5%	

- **2021 Passenger Enplanements:** Based on the assumption that it will take three years for aviation activity to return to the 2019 levels, and based on our current passenger activity levels, we have estimated 2021 enplanements as a percentage of 2019 passengers. The enplanement numbers assume that passenger numbers will recover slower than the flights, therefore load factors in 2021 are estimated to be lower than 2019. Based on these assumptions, we estimate the following passenger enplanements for 2021:

	Q1 Enpl	Q2 Enpl	Q3 Enpl	Q4 Enpl	Total 2021 Enpl
2021	27,907	36,792	40,116	44,485	149,300
2019	55,813	66,894	66,860	68,439	258,006
2021 reduction from 2019 %	-50%	-45%	-40%	-35%	-42%
2021 Estimated Load Factor					72%
2019 Load Factor					78%

2021 Budget Variance Explanations & Detailed Assumptions

Operating Revenues

Aeronautical Revenues

- A **Passenger airline landing fees** are based on commercial aircraft landed weight times the stated landing fee. For 2021 the commercial landed weight was estimated based on the average daily flights by route, by carrier, and by the aircraft typically flown. GJRAA is proposing to hold airline rates and charges flat in 2021 with no increase to the 2020 rates. Based on these assumptions, the 2021 budget reflects a decrease in passenger airline landing fees.
- B **Terminal rent** is comprised of preferred space leased by the airlines (ticket counters, office space, and baggage handling garage space) and paid based on a per square foot rate, and joint use space (ticket queuing, security, and boarding area) that is allocated to the airlines based on the number of passengers each month. Joint use space comprises 80% of the passenger airline leased space in the terminal (\$988,000) and the airline preferred space makes up the other 20% (\$247,000). Terminal rent for 2021 assumes no change in the amount of airline leased space and no change in the current rate per square foot as GJRAA is proposing to hold airline rates constant from 2020. Based on discussions with the airlines, they have no plans to reduce space at GJRAA at this time.
- C **Other passenger airline revenue** is from boarding bridge fees charged each time an airline utilizes a boarding bridge to unload and load a plane ("turn"). For 2021, the number of boarding bridge turns was estimated based on the average number of flights per day by route and by carrier, with a 50% reduction estimated for the airlines that use the west apron in anticipation of the 2021 construction project. The 2021 per turn rate will remain the same as the 2020 rate at \$8.04/turn.

- D Non-passenger landing fees represent landing fees charged for cargo activities and any firefighting operations and are based on the landed weight of the aircraft times the stated landing fee. FedEx is the primary cargo carrier at the airport and has maintained a fairly consistent schedule over the past three years. The 2021 landed weight budget assumes that Fed Ex will fly the same schedule as 2019 and does not include any projected landed weight from firefighting activities since this is unpredictable and fluctuates each year. GJRAA is proposing to hold the landing fee flat in 2021 at \$1.95/thousand pounds implemented in 2020.
- E Cargo and hangar rental revenue is based on a fixed rate stated in the lease and is subject to an annual increase on April 1 each year based on the consumer price index (CPI). For 2021, the we estimated the CPI rate at 1.0%.
- F State fuel tax revenue represents taxes collected on jet fuel and avgas sales at the airport that are collected by the state and then remitted back to the airport. Historically fuel tax revenue has a positive correlation between commercial aircraft activity and state fuel tax revenue. The 2021 budget estimates fuel tax revenue will be down 35% from the 2019 revenue based on the activity assumptions for commercial landed weight.
- G Fuel flowage fees are a per gallon charge collected by West Star from all aircraft operation fueling at the airport except commercial and cargo activities and remitted to GJRAA on a monthly basis. In 2020, general aviation and non-commercial activity has recovered much faster than commercial activity. The 2021 budget assumes that fuel flowage will be down 15% from 2019 levels and there will be no rate increase per gallon.
- H Airside fuel sales revenue represents revenue collect from diesel and unleaded fuel sales by GJRAA to the airlines for their tugs, de-ice trucks, and other equipment. Since airside fuel sales are dependent on activity, the 2021 budget assumes revenue will be down 35% from 2019 levels consistent with the activity assumptions for commercial landed weight.
- I Rapid refuel charges for military refueling activity and airplane ramp parking are assumed to remain consistent with the historical average revenues.

Non-Aeronautical Revenues

- J Land and building lease revenue is based on the existing general aviation (GA) leases. The majority of the leases are subject to a CPI increase on April 1 of even years. For 2021, GJRAA assumed no change in the amount of space rented and no change in rates since 2021 is an odd year.
- K Non-aeronautical revenues including restaurant and retail, parking, and ground transportation vary with passenger traffic and were estimated based on a revenue per enplanement rate times the estimated number of passengers. Historical and current revenue per passenger rates were used to inform the rates for 2021. Those rates are listed below:

	2021 Estimate	Jul & Aug 2020	2019	2018
Restaurant/Retail	\$ 0.51	\$ 0.54	\$ 0.66	\$ 0.62
Rental Car Gross Revenue	\$ 3.50	\$ 5.60	\$ 3.67	\$ 3.94
Parking	\$ 5.50	\$ 1.97	\$ 6.16	\$ 6.05
Ground transportation	\$ 0.20	\$ 0.09	\$ 0.29	\$ 0.21

- L Terminal office space rent is from office space leased to the TSA at the 2021 contract rate. The existing TSA lease expires in September 2021 and based on preliminary discussions with the tenant, it is estimated that they will return a portion of their space. The 2021 budget reflects a reduction in revenue from the change in space, and assumes no change in the rent rate at this time although these terms have not been negotiated.
- M Rental car revenue consists of fixed fees from office and service area rent and variable revenues from the contractual percentage of gross revenue and fuel sales to rental car companies. For the 2021 budget, GJRAA assumed no change in the office rent rate per square foot, but assumed a 1.0% CPI increase for the service area rent rate according to the lease terms. Rental car fuel sales have historically averaged about 20% of the percent of gross revenue received from rental cars, therefore this assumption was used for the 2021 budget. The variable revenue from rental car activity was estimated based on a revenue per passenger calculation considering historical revenue per passenger rates as noted below:

	2021 Estimate	Jul & Aug 2020	2019	2018
Rental Car Gross Revenue	\$ 3.50	\$ 5.60	\$ 3.67	\$ 3.94

- N Security fees represent the amounts charged to issue and renew badges at the airport for employees, tenants, GA members, and contractors. Badge renewals occur every two years, so security fees in odd years and even years are historically consistent. Based on the renewal cycle for badges in an odd year, the 2021 budget assumes revenue will be comparable to 2019.
- O Other revenue includes revenues from vending machines, advertising, and parking tickets. With the terminal renovations that were completed in 2019 and 2020, all advertising contracts expired and old signs and backlit displays were removed and relocated in the terminal. The 2021 budget assumes other revenues will remain low since there are no active advertising contracts at this time and passenger numbers are low which impacts vending and parking tickets.

Operating Expenses

- P The 2021 budget for salaries and related benefit expenses is based on 30 full-time employees and 1 part-time position. As of September 2020, GJRAA has 28 full time employees. The proposed budget assumes one full-time employee will be hired in January, the part-time position will be filled in April, and the second full-time position will start in June. The additional full-time positions are needed to replace an unfilled operations vacancy and add a landside/terminal employee as we prepare for upcoming retirements. In order to minimize additional cost increases, the budget assumes a salary freeze in 2021 with no pay increases.

Other compensation expenses are budgeted based on a percentage of total wages. The following table shows the budgeted and actual employees (as of September 30) over the past three years for comparative purposes.

	2021	2020	2019	2018
Budget	30 FT, 1 PT	30 FT, 3 PT	30 FT, 4 PT	29 FT, 0 PT
Actual at 9/30		28 FT, 0 PT	28 FT, 1 PT	25 FT, 2 PT

PERA contributions from GJRAA are based on a set percentage of salaries. The contribution percentage increased in 2020 by 0.5%. The 2017-2019 average actual expense also includes non-cash expense adjustments that are required to recognize the change in the PERA liability and is not representative of what the actual cash-outlay was.

- Q Health insurance is based on the current plan enrollment and rates, with an additional contingency budgeted for vacant positions and additional increases possible with the January 1 - December 31 plan year change.
- R Utilities budget in 2019 and 2020 anticipated a large increase due to the terminal construction projects and installation of new systems. The 2021 budget is based on the 2020 forecast since utility expenses will not fluctuate significantly with passenger traffic and the actual operating cost of the new systems can be more accurately estimated. At this time, GJRAA has not realized the full expected benefit of the solar garden subscription as the build-out is not complete. However, the current credits received of approximately \$300/month are netted against the budgeted utility expense.
- S This expense is not variable in nature and there are no known changes in operations that require a material change (within \$5,000) in the actual historical costs incurred. Therefore the 2021 budget was based on the historical average spending.
- T Budgeted materials and supplies in 2020 anticipated an increase corresponding to increased passenger traffic and cost increases. Although COVID-19 reduced the expected number of passengers, the 2020 forecast remained higher than 2017-2019 average driven by an increase in inventory of critical cleaning and other supplies. The 2021 budget assumes materials and supplies will return to the 2017-2019 average actual spending level.
- U Tools and equipment budget for 2021 reflects a reduction in spending from prior years. Tools and equipment purchases include investments in equipment purchases below our capitalization policy of \$5,000.
- V Glycol disposal costs are dependent on the amount of glycol collected and the number of times the tank is emptied in a year. The average cost per disposal is approximately \$9,000 and historically, the airport has not had to empty the tank more than two times in one year, therefore the budget protects for two disposals although historical spending has been lower than this budget amount.
- W Fuel expenses are driven by activity levels at the airport as the majority of the diesel and unleaded fuel purchased by the airport is sold to the airlines and rental car tenants. In 2017 - 2019 and year to date through August 2020, all fuel costs were fully recovered by fuel revenue sales as we charge tenants \$1/gallon above GJRAA's cost. With the decrease in passenger traffic and expected rental car activity, we anticipate a corresponding decrease in fuel sales.
- X Professional services - other represents the cost for our annual Moody's bond rating, ongoing structural monitoring of the terminal building, interior design costs, and temporary labor used to supplement the landside employees in the summer. In 2021 the budget includes no amount for temp labor as we have budgeted for an additional FTE in landside.
- Y Purchased services represents budgeted costs for outsourced services and annual service subscriptions including: cable TV, terminal music, plant care, window cleaning, and carpet cleaning. The increase in the 2021 budget is due to the increase in the amount of carpet in the terminal and anticipation of additional deep cleaning services.
- Z Security guard costs budgeted for 2021 reflect the estimated security hours in 2021 at the contractual rate. In June 2020, GJRAA received an award from TSA to reimburse a portion of security costs. The security guard expense budget reflects the full cost expected in 2021, however, grant revenues of \$55,000 are anticipated, making the net security cost to GJRAA approximately \$162,000.
- AA Legal costs budgeted for 2021 are the same as the 2020 budget and forecast. Although the average legal costs in 2017-2019 were lower than the 2020 and 2021 budgets, there are a number of legal documents being worked on currently and the budget is to protect for higher potential legal costs.

- AB Engineering and planning professional services reflects an increase from the historical actual spending and the 2020 forecast in anticipation of bringing on the new program manager to help oversee many of the runway project and airport capital improvement program (CIP). GJRAA has been working with the FAA to ensure the program manager costs are eligible for AIP funding. However, to be conservative, the 2021 budget estimates that about \$150k will be paid for by GJRAA. In addition to the program manager budget, 2021 budgets another \$60k for airport planning.
- AC The decrease in repairs and maintenance costs from 2017-2019 reflects planned reductions in remodel and improvement projects. Actual expenses in 2017-2019 include costs that were originally budgeted as part of the larger capital improvement projects in the terminal, but were not capitalized as assets according to our capitalization policy and were ultimately reclassified to repairs and maintenance (i.e. painting, bathroom fixture upgrades, miracle method, etc.). The 2021 budget reflects regular ongoing maintenance costs.
- AD Boarding bridge maintenance, elevator and escalator, and copier service maintenance costs were budgeted to increase in 2020 due to the installation of a new bridge, new escalators, and new copiers. Therefore, the increase from the historical average is above \$5,000, however, the budget is consistent with the 2020 budget and forecast.
- AE SRE repairs and maintenance are expected to increase in 2021 compared to the historical average spending from 2017-2019 due to the age of our existing snow removal fleet. Based on staff evaluation of the existing fleet and the estimated cost of replacing the fleet (considering both new and available used equipment), the most cost effective option at this time is to maintain the existing equipment.
- AF Insurance expense is budgeted to increase in 2021 based on the increases in the 2020-2021 policy renewal and the anticipated investment in additional assets. Different insurance carriers and options are being evaluated, however, the 2021 budget is protecting for another rate increase with the 2021-2022 renewal.
- AG Education & training and travel and meetings expense has been further reduced from the 2020 forecast to reflect the estimated costs to cover all annual certifications and safety training programs, and removes all travel for optional training and conferences.
- AH Personnel recruiting expenses incurred from 2017-2019 were related almost entirely to recruiting the Executive Director and Operations Director positions. This budget was lowered to reflect anticipated recruiting needs.
- AI Air service development budget was held flat to 2020 budget given the heightened focus on this activity. This budget includes anticipated costs for data, research, reporting, and travel.
- AJ The other expense category in prior years was used to budget expenses for non-recurring events including the air show and tri-annual training costs. No events or expenses have been budgeted in 2021.

Non-Operating Activity

- AK Passenger facility charge (PFC) revenue was budgeted based on the historical revenue per enplanement times the projected enplanements for the year. The PFC rate is legislated and GJRAA charges the maximum allowed rate.
- AL Since interest rates remain low and the average cash balance is not expected to change significantly, the 2021 budgeted interest income is based on average monthly income in 2020.
- AM Interest expense and debt principle payments are based on scheduled debt repayments.
- AN Customer facility charge (CFC) revenue was budgeted based on estimated rental car rental days times the current rate of \$4/day.
- AO Capital contributions were estimated based on expected annual funding from the FAA for AIP projects and the law enforcement officer reimbursement from TSA. AIP grants anticipated in 2021 according to the airport CIP plan assume the FAA will only fund 90% of the project cost. Refer to the AIP Project schedule for a more detailed list of anticipated projects and spending in 2021.
- AP Capital expenditures includes \$19M in AIP projects and approximately \$1.8M in Non-AIP projects. Refer to the attached schedules for additional details on the proposed projects for 2021.
- AQ Other revenue from CARES Act reflects the planned draw downs in 2021 for debt service and personnel compensation costs. Additionally, the 2020 forecast has been updated from the original planned spending of grant funds over three years and reflects accelerated draw-downs over two years.

GRAND JUNCTION REGIONAL AIRPORT ACTIVITY REPORT

Report Date: 8/31/2020

PY Comparison Date: 8/31/2019

August, 2020

CURRENT MONTH				YEAR-TO-DATE		
PASSENGER ENPLANEMENTS:	2019	2020	PERCENT CHANGE	2019	2020	PERCENT CHANGE
AMERICAN	7,979	5,509	-30.96%	68,787	50,062	-27.22%
ALLEGiant	2,573	1,156	-55.07%	16,720	11,153	-33.30%
UNITED	7,210	3,139	-56.46%	52,985	24,832	-53.13%
DELTA	3,855	2,491	-35.38%	29,462	16,515	-43.94%
DENVER AIR CONNECTION	636	-	-100.00%	4,917	1,703	-65.37%
Misc Charters	41	-	-	952	241	-74.68%
TOTAL ENPLANEMENTS	22,294	12,295	-44.85%	173,823	104,506	-39.88%
TOTAL SEAT CAPACITY	29,963	20,105	-32.90%	223,946	167,941	-25.01%
PASSENGER DEPLANEMENTS:	2018	2020	CHANGE	2019	2020	CHANGE
AMERICAN	8,120	5,286	-34.90%	69,685	49,556	-28.89%
ALLEGiant	2,460	1,144	-53.50%	16,195	10,931	-32.50%
UNITED	7,204	3,091	-57.09%	64,285	28,638	-55.45%
DELTA	3,866	2,214	-42.73%	32,488	17,064	-47.48%
DENVER AIR CONNECTION	647	-	-100.00%	4,886	1,596	-67.34%
Misc Charters	14	-	-100.00%	863	167	-80.65%
TOTAL DEPLANEMENTS	22,311	11,735	-47.40%	188,402	107,952	-42.70%
TOTAL PASSENGERS	44,605	24,030	-46.13%	362,225	212,458	-41.35%

LOAD FACTOR:(OUTBOUND ONLY)	CURRENT MONTH			YEAR-TO-DATE		
	2019	2020	Difference	2019	2020	Difference
AMERICAN	72.27%	73.22%	0.95%	78.02%	69.21%	-8.81%
ALLEGiant	69.62%	37.23%	-32.39%	73.82%	51.20%	-22.62%
UNITED	78.23%	75.35%	-2.89%	81.55%	66.99%	-14.56%
DELTA	82.18%	46.91%	-35.27%	79.96%	49.49%	-30.46%
DENVER AIR CONNECTION	48.18%	N/A	N/A	45.91%	50.24%	4.33%
GJT TOTAL	74.41%	61.15%	-13.25%	77.62%	62.23%	-15.39%

Grand Junction Regional Airport Authority

Statements of Changes in Net Position

Unaudited - subject to change

As of Date:

8/31/2020

		Month			Forecast Variance		Prior Year Variance	
		08/31/2020	08/31/2020	08/31/2019				
		Forecast	Actual	PY Actual	Forecast \$ Var	Forecast % Var	PY \$ Var	PY % Var
Operating revenue								
Aeronautical revenue								
Passenger airline revenue								
1	Passenger airline landing fees	31,693	38,642	52,395	6,949	21.93 %	(13,753)	(26.25) %
2	Terminal rent	102,956	102,956	98,874	-	0.00 %	4,082	4.13 %
3	Other (boarding bridge)	1,413	1,761	10,243	348	24.63 %	(8,482)	(82.81) %
	Total Passenger airline revenue	136,062	143,359	161,512	7,297	5.36 %	(18,153)	(11.24) %
Non-passenger airline revenue								
4	Non-passenger landing fees	8,367	69,576	9,637	61,209	731.55 %	59,939	621.97 %
5	Cargo and hangar rentals	4,488	4,562	4,483	74	1.65 %	79	1.76 %
6	Fuel tax & flowage fees	30,228	88,686	71,579	58,458	193.39 %	17,107	23.90 %
7	Other (ramp parking, rapid refuel)	328	630	720	302	92.07 %	(90)	(12.50) %
	Total Non-passenger airline revenue	43,411	163,454	86,419	120,043	276.53 %	77,035	89.14 %
	Total Aeronautical revenue	179,473	306,813	247,931	127,340	70.95 %	58,882	23.75 %
Non-aeronautical revenue								
8	Land and building leases	49,343	49,096	48,614	(247)	(0.50) %	482	0.99 %
9	Terminal - restaurant & retail	3,600	6,413	12,496	2,813	78.14 %	(6,083)	(48.68) %
10	Terminal - other	15,041	15,295	15,042	254	1.69 %	253	1.68 %
11	Rental cars	37,699	94,459	120,607	56,760	150.56 %	(26,148)	(21.68) %
12	Parking	38,892	48,243	117,307	9,351	24.04 %	(69,064)	(58.87) %
13	Ground Transportation	1,736	2,759	5,302	1,023	58.93 %	(2,543)	(47.96) %
14	Other (advertising, security fee, vending, etc)	3,825	2,236	9,895	(1,589)	(41.54) %	(7,659)	(77.40) %
	Total Non-aeronautical revenue	150,136	218,501	329,263	68,365	45.54 %	(110,762)	(33.64) %
	Total Operating revenues	329,609	525,314	577,194	195,705	59.37 %	(51,880)	(8.99) %

Variance Explanations - August 2020 compared to Forecast and August 2019 Preliminary Financial Statements

Note that expenses have not been presented and compared on a monthly basis, because almost all variance in expenses are timing related at this point. Variance explanations and account explanations have been provided for most revenue accounts below to help describe the revenue source and how the changes in assumptions and activity impacted August 2020.

Operating Revenues:

- 1 **Passenger airline landing fees** – The forecasted passenger landing revenue estimated that we would have 50% of the commercial landings in August 2020 compared to August 2019. Actual August landings were at 57.4% of scheduled 2019 landings which was above August 2020 assumptions. As a result, passenger airline landing revenue was 22% above forecast. United continues to have the largest decrease in activity year over year, but flew approximately 40% of the scheduled flights in August 2020 compared to August 2019. American was at 65%, Delta (Skywest) was at 95%, and Allegiant flew 86% of their 2019 schedule.
- 2 **Terminal Rent** – Terminal rent is a fixed charge to the airlines that covers their individual ticket counters and office space, as well as the ticket queuing area, baggage claim, and secure hold room. The increase from prior year was based on the calculated increase in rates from the formula based rates and charges model that was adopted in the December 2019 board meeting.
- 3 **Other (Boarding Bridge)** – Although the total dollar amount is small, I wanted to note that the decrease in Boarding bridge fees from 2019 is not tied directly to usage because the "per turn" fee charged for using the boarding bridge was decreased from \$25/use to \$8.50/use from 2019 to 2020 with the new rate model.
- 4 **Non-passenger landing fees** – Landing fees from non-passenger traffic exceeded forecast expectations by \$61,200. Fire fighting activity resulted in additional un-forecasted landing fees of approximately \$60,000. The Pine Gulch Fire started July 31 and was 79% contained on August 31st therefore the majority of the firefighting revenues were recognized in August.
- 5 **Cargo and hangar rentals** – FedEx leases a hangar and "exclusive" space on the commercial apron. This fixed rent charge is based on their lease.
- 6 **Fuel tax & flowage fees** – Based on discussions with CDOT, fuel tax is typically collected by the State and remitted to the airports about two months after the activity occurred. The forecast did not account for the lag in receipts, therefore the actual August revenue was for May activity which represented the second lowest amount of state fuel tax collections and activity. However, fuel flowage fees from GA operations rebounded much quicker than expected. The forecast predicted a 70% decrease in August activity, however, total fuel flowage was only down 6% from 2019. This resulted in net fuel tax and flowage fees of approximately \$58,500 above forecast.
- Non-aeronautical revenues** – Aside from Land and building leases and terminal - other accounts that represent fixed rent charges, the non-aeronautical revenues are tied directly to passenger traffic. In August 2020, the airport had 11,807 revenue enplanements compared to 21,428 revenue enplanements in August 2020; a decline of approximately 45%. The August forecast estimated a 70% decline, so passenger numbers were ahead of forecast expectations.
- 9 **Terminal - restaurant & retail** - The decline in restaurant and retail revenue from 2019 of 49% was slightly higher than the decrease in passengers at 45%. While actual revenue exceeded forecast expectations by approximately \$2,800, the difference between the decrease in passengers and decrease from 2019 revenue indicates that passenger spending is still below the pre-COVID average spending levels in August.
- 11 **Rental Cars** - Rental car revenue only declined 22% year over year. We believe that the decrease was less than the total decrease in passengers due to stronger local rental car activity than expected. The off-airport rental car locations were re-opened in June, however, rental car revenue per passenger continues to exceed pre-COVID levels.
- 12 **Parking and Ground Transportation** - Parking revenue and Ground Transportation revenue declined by 59% year over year from 2019 to 2020 in August but continues to out pace forecasted revenues. The spending per passenger for parking is well below the pre-COVID levels, primarily due to a change in the passenger mix between business and leisure travel.

Grand Junction Regional Airport Authority

Statements of Changes in Net Position

Unaudited - subject to change

		Year to Date			Forecast Variance		Prior Year Variance	
		8/31/2020	8/31/2020	08/31/2019				
		Forecast	Actual	PY Actual	Forecast \$ Remaining	Forecast % Remaining	PY \$ Var	PY % Var
Operating revenue								
Aeronautical revenue								
Passenger airline revenue								
1	Passenger airline landing fees	\$ 297,113	\$ 300,531	\$ 419,932	\$ 3,418	1.15 %	\$ (119,401)	(28.43) %
2	Terminal rent	823,648	829,116	788,283	5,468	0.66 %	40,833	5.18 %
3	Other (boarding bridge)	13,745	14,360	84,459	615	4.47 %	(70,099)	(83.00) %
	<i>Total Passenger airline revenue</i>	<i>1,134,506</i>	<i>1,144,007</i>	<i>1,292,674</i>	<i>9,501</i>	<i>0.84 %</i>	<i>(148,667)</i>	<i>(11.50) %</i>
Non-passenger airline revenue								
4	Non-passenger landing fees	66,936	154,109	62,660	87,173	130.23 %	91,449	145.94 %
5	Cargo and hangar rentals	35,904	36,257	35,533	353	0.98 %	724	2.04 %
6	Fuel tax & flowage fees	220,778	383,814	485,513	163,036	73.85 %	(101,699)	(20.95) %
7	Other (ramp parking, rapid refuel)	2,624	3,900	4,620	1,276	48.63 %	(720)	(15.58) %
	<i>Total Non-passenger airline revenue</i>	<i>326,242</i>	<i>578,080</i>	<i>588,326</i>	<i>251,838</i>	<i>77.19 %</i>	<i>(10,246)</i>	<i>(1.74) %</i>
	<i>Total Aeronautical revenue</i>	<i>1,460,748</i>	<i>1,722,087</i>	<i>1,881,000</i>	<i>261,339</i>	<i>17.89 %</i>	<i>(158,913)</i>	<i>(8.45) %</i>
Non-aeronautical revenue								
8	Land and building leases	392,557	410,918	394,406	18,361	4.68 %	16,512	4.19 %
9	Terminal - restaurant & retail	57,176	60,762	112,568	3,586	6.27 %	(51,806)	(46.02) %
10	Terminal - other	120,328	121,707	120,521	1,379	1.15 %	1,186	0.98 %
11	Rental cars	421,545	538,772	867,402	117,227	27.81 %	(328,630)	(37.89) %
12	Parking	500,556	517,282	983,403	16,726	3.34 %	(466,121)	(47.40) %
13	Ground Transportation	18,386	20,374	51,299	1,988	10.81 %	(30,925)	(60.28) %
14	Other (advertising, security fee, etc.)	23,557	22,348	70,367	(1,209)	(5.13) %	(48,019)	(68.24) %
	<i>Total Non-aeronautical revenue</i>	<i>1,534,105</i>	<i>1,692,163</i>	<i>2,599,966</i>	<i>158,058</i>	<i>10.30 %</i>	<i>(907,803)</i>	<i>(34.92) %</i>
	Total Operating Revenues	\$ 2,994,853	\$ 3,414,250	\$ 4,480,966	\$ 419,397	14.00 %	\$ (1,066,716)	(23.81) %

Grand Junction Regional Airport Authority

Statements of Changes in Net Position

Unaudited - subject to change

		Year to Date			Forecast Variance		Prior Year Variance	
		8/31/2020	8/31/2020	08/31/2019				
		Forecast	Actual	PY Actual	Forecast \$ Variance	Forecast % Variance	PY \$ Var	PY % Var
Operating expenses								
15	Personnel compensation and benefits	\$ 1,702,832	\$ 1,603,202	\$ 1,571,383	\$ (99,630)	(5.85) %	\$ 31,819	2.02 %
16	Communications and utilities	208,157	201,424	209,788	(6,733)	(3.23) %	(8,364)	(3.99) %
17	Supplies and materials	291,791	253,555	336,605	(38,236)	(13.10) %	(83,050)	(24.67) %
18	Contract services	450,350	381,862	419,681	(68,488)	(15.21) %	(37,819)	(9.01) %
19	Repairs & maintenance	280,948	176,302	245,010	(104,646)	(37.25) %	(68,708)	(28.04) %
20	Insurance	78,871	75,501	74,279	(3,370)	(4.27) %	1,222	1.65 %
21	Training, Travel, & Air Service Development	99,380	49,319	133,566	(50,061)	(50.37) %	(84,247)	(63.08) %
22	Other Expense (marketing, professional dues, etc.)	59,785	35,869	35,235	(23,916)	(40.00) %	634	1.80 %
23	Contingency Expense	-	-	-	-	0.00 %	-	0.00 %
<i>Total Operating expenses</i>		<u>3,172,114</u>	<u>2,777,034</u>	<u>3,025,547</u>	<u>(395,080)</u>	<u>(12.45) %</u>	<u>(248,513)</u>	<u>(8.21) %</u>
Non-operating revenue (expenses)								
24	Passenger facility charges	368,606	423,602	706,678	54,996	14.92 %	(283,076)	(40.06) %
25	Interest income	32,581	54,620	171,205	22,039	67.64 %	(116,585)	(68.10) %
26	Interest expense	(526,667)	(526,627)	(542,126)	40	0.01 %	15,499	2.86 %
27	Customer facility charges	125,672	156,369	488,160	30,697	24.43 %	(331,791)	(67.97) %
28	Capital contributions	14,163,500	5,301,579	2,172,302	(8,861,921)	(62.57) %	3,129,277	144.05 %
28	Capital expenditures	(18,812,000)	(7,306,014)	(7,116,476)	11,505,986	61.16 %	(189,538)	(2.66) %
<i>Total Non-operating revenue (expenses)</i>		<u>(4,648,308)</u>	<u>(1,896,471)</u>	<u>(4,120,257)</u>	<u>2,751,837</u>	<u>59.20 %</u>	<u>2,223,786</u>	<u>53.97 %</u>
Excess of revenue over (under) expense		<u>\$ (4,825,569)</u>	<u>\$ (1,259,255)</u>	<u>\$ (2,664,838)</u>	<u>3,566,314</u>	<u>73.90 %</u>	<u>1,405,583</u>	<u>52.75 %</u>

GJRAA - Breakdown of Capital Expenditure Costs Year-to-Date through August 31, 2020

2020 AIP CAPITAL EXPENDITURES INCURRED THROUGH AUGUST 31, 2020 AND GRANT REVENUE RECOGNIZED

Grand Number	Project/Grant Description	2020 Costs Incurred	FAA Grant Revenue Recognized in 2020	CDOT Grant Revenue Recognized	2020 GJRAA Local Share
AIP 58	27 1/4 Road Relocation	\$ 100,038	\$ 90,034	\$ -	\$ 10,004
AIP 62	Relocate perimeter road, fencing, and MALSR design	2,547,687	2,292,919	93,754	161,014
AIP 63	Road, Fencing, drainage pond, and earthwork	2,064,731	1,858,258	-	206,473
AIP 64	CARES Act **	-	-	-	-
AIP 65	Taxiway A and RWY 11-29 Rehab Design Only	553,295	553,295	-	-
AIP 66	Construct Run-up Pad & Rehab Apron	413,319	413,319	-	-
TBD	Taxiway A and RWY 11-29 Construction	563	-	-	-
Total AIP Projects		\$ 5,679,634	\$ 5,207,825	\$ 93,754	\$ 377,492

** Note that CARES Act Costs are not specifically defined by the grant but are available for all legal purposes. GJRAA plans to draw down approximately \$2.1M in 2020 in Q4 and when the reimbursement request is made the revenue will be recognized.

2020 NON-AIP CAPITAL EXPENDITURES INCURRED THROUGH AUGUST 31, 2020

Project Description	2020 Costs Incurred
Admin Building Demolition and Landscaping	\$ 624,629
Flooring Replacement Project	854,772
ATO 1 IT Switch	6,235
Basement Stairs	5,666
Baggage Claim Upgrades	14,408
Fleet Replacements	43,792
Carpet Ride-on Vacuum	15,971
Fed Ex Ramp Repair	1,408
No Foam ARFF Install - Reimbursed \$25,000 by CDOT	31,772
TSA Millwork Replacement	4,915
Rental Car Landscaping/Drainage Project - CFC Funded	4,382
Terminal Hot Water Heater Replacement	5,431
DVR Replacement	13,000
Total Non-AIP Projects	\$ 1,626,380

Total Capital Expenditures YTD through 8/31/20 \$ 7,306,013

Variance Explanations - August 31, 2020 Year to Date Preliminary Financial Statements

Please note that the Forecast column reflects the year-to-date forecast through August. Some of the variance, particularly in expenses is still due to timing, however, in order to measure performance against the revised forecast through August, we have estimated the revised forecast on a monthly basis.

Year-to-date through August 2020 passenger traffic is down 48% (about 79,400 passengers) compared to August 2019. The explanations below are intended to provide additional explanations about variances between forecasted revenues and expenses.

Operating Revenues: Operating revenues are \$419k ahead of forecast year-to-date through August 2020. Total forecasted operating revenue for the year is \$4.5M therefore 76% of the operating revenue forecast has been earned YTD through August.

- 1 **Passenger Landing Fees** - Passenger landing fees year to date are about \$3,400 above forecast expectations. Total scheduled landings in May and June were below forecast which resulted in a decrease in revenue YTD through July 2020. August however, showed about 30 more landings than forecasted putting us back ahead of forecast.
- 2 **Terminal Rent** - The increase in terminal rent revenue from prior year is a reflection of the increased rates calculated using the new formula based rate setting methodology and adopted in December by resolution in anticipation of adopting the new lease and use agreements in 2020. We have not made any changes in our assumptions for terminal rent at this time.
- 3 **Boarding Bridge Revenue** - The decrease in boarding bridge revenue was budgeted for and expected. With the change in rates mentioned in the terminal rent explanation above, we also adjusted the boarding bridge per turn charge which decreased from the 2019 rates.
- 4 **Non-Passenger Landing Fees** - Non-passenger landing fees year-to-date through August 2020 are approximately \$91,500 higher than YTD August 2019 and exceed the total annual forecast for the year (\$100k). The total number of cargo landings has been consistent year over year, and the majority of the increase has been related to fire fighting activity in June-August 2020 which is much higher than 2019 fire activity.
- 5 **Cargo and hangar rentals** - The cargo hangar rental is a fixed rent charge and is on budget and consistent with prior year.
- 6 **Fuel Tax and Flowage Fees** - As noted in the monthly revenue variance explanation, state fuel tax disbursements have a 2 month lag, but this was not built into the forecast, therefore our year to date revenues exceeded the forecast for fuel tax. Additionally, GA activity has not decreased as much as we originally forecasted so we have collected more flowage fee revenues year to date than was anticipated. Year-to-date 2020 fuel flowage in gallons through August are down about 19% compared to YTD August 2019 fuel flowage gallons, however, total fuel tax and flowage fees have already exceeded the annual forecast of \$356k.
- 8 **Non-aeronautical revenues** - Year-to-date through August 2020, total enplaned passengers are approximately 48% lower than the same time period in 2019. Aside
- from land and building leases and the terminal - other revenue which are fixed rents, the other non-aeronautical revenues are almost entirely tied to enplaned
1 passengers at the airport and therefore would be expected to reflect a comparable decline in year-to-date revenues from 2019 as passenger traffic. Declines year-to-
4 date through August 2020 for restaurant, rental cars, and parking are below the 48% decrease in passenger traffic due primarily to the strong performance in the first quarter. Ground transportation and other revenue are 60% and 68% lower than 2019, but are within \$2,000 of forecast.

Operating Expenses: Total Operating Expenses are \$395k below forecast through August 2020. Half of the savings are in personnel and repairs and maintenance, however, all categories continue to be under forecast.

- 15 **Personnel Compensation & Benefits** – Compensation and benefits are approximately \$100k below the YTD forecast through August. Salary expense for the Director of Planning position is still included in the forecast, however, with the procurement for the program manager closing in October, we will request a transfer of some personnel cost to contract services once a scope of work has been developed.
- 17 **Supplies & Materials** – Supplies & Materials costs are \$83k lower than actual prior year spending YTD through August and \$38k below forecast. The decrease is almost entirely related to decreases in unleaded fuel purchases. Fuel is purchased and sold to the rental car companies and airlines to fuel their equipment. With the decrease in demand, the consumption has decreased and the purchases are less frequent.
- 19 **Repairs & Maintenance** – Repairs and Maintenance activities are currently below forecast and prior year spending. The timing of incurring these costs is somewhat unpredictable, so we have estimated even spending for budget purposes, although some months will have higher costs than others. We expect to come in below forecast for the year.
- 21 **Training, Travel, & Air Service Development** – Costs for training, travel and air service development are \$50k below the YTD forecast through August 2020 and \$84k lower than the prior YTD spending through August 2019. A temporary "freeze" has been placed on travel for conferences and non-required training and employees are taking advantage of on-line and local training opportunities where available.

Non-Operating Revenues and Expenses:

- 24 **PFC Revenue** – PFC revenue is below prior year actual due to the decrease in passenger activity, however, actual passenger numbers YTD through August 2020 are higher than forecasted resulting in higher than expected PFC revenue. Year to date, total passenger traffic is down 48% which is consistent with the decline in PFC revenue.
- 25 **Interest Income** - Interest income is less than half of the amount received in 2019 YTD through August. The second half of the bond funds were drawn down in March 2020 and therefore we expect the monthly and year-to-date income to reduce substantially from the prior year. However, interest income is ahead of forecast YTD through August 2020.
- 27 **CFC Revenue** – CFC revenues are temporarily waived from April 2020 through September 2020 and with the decrease in passenger traffic, revenue is down 68% from August 2019. Actual CFC revenues are ahead of forecast as rental car activity has been stronger than anticipated and a couple of rental car brands are still collecting CFCs even though these charges were temporarily waived.
- 28 **Capital Contributions & Expenditures** – The timing of capital contributions (grant revenue) and capital expenditures is somewhat unpredictable therefore the forecast represents the full annual budget. In 2020 we have performed more AIP and Non-AIP work year to date through August 2020 compared to August 2019, however, it is unlikely that we will spend the full budget due to the timing of our grant awards and the construction season.

Grand Junction Regional Airport Authority

Statement of Financial Position - Unaudited, subject to change

		Month Ending 8/31/2020	Month Ending 07/31/2020	Variance
Assets				
Current Assets				
	Cash and Cash Equivalents - Unrestricted	\$ 7,320,805	\$ 7,144,551	\$ 176,254
	Cash and Cash Equivalents - Restricted	4,202,618	4,162,280	40,338
1	<i>Total Cash and Cash Equivalents</i>	<u>11,523,423</u>	<u>11,306,831</u>	<u>216,592</u>
Accounts Receivable				
	Accounts Receivable - Ops, net of allowance of \$24,000	1,278,873	1,024,931	253,942
	Accounts Receivable - Capital	2,014,974	2,777,819	(762,845)
2	<i>Total Accounts Receivable, Net</i>	<u>3,293,847</u>	<u>3,802,750</u>	<u>(508,903)</u>
3	Prepaid Expenses	137,202	149,458	(12,255)
	<i>Total Current Assets</i>	<u>14,954,472</u>	<u>15,259,039</u>	<u>(304,567)</u>
Non-Current Assets				
Capital Assets				
	Capital Assets not subject to depreciation	9,764,782	9,764,782	-
	Capital Assets subject to depreciation, net	59,098,340	59,511,553	(413,213)
4	<i>Total Capital Assets, Net</i>	<u>68,863,122</u>	<u>69,276,335</u>	<u>(413,213)</u>
5	Bond Project Fund	415,694	415,694	-
	<i>Total Non-Current Assets</i>	<u>69,278,816</u>	<u>69,692,029</u>	<u>(413,213)</u>
	Total Assets	<u>84,233,288</u>	<u>84,951,068</u>	<u>(717,780)</u>
6	Deferred Outflows of Resources - Pension Plan	<u>719,284</u>	<u>719,284</u>	<u>-</u>
Liabilities				
Current Liabilities				
7	Accounts Payable - Ops	97,116	219,416	(122,300)
7	Accounts Payable - Capital	575,463	1,080,805	(505,342)
8	Accrued Expenses	218,772	203,299	15,473
9	Lease Deposits	165,194	165,194	-
10	Deferred Revenue	27,029	27,226	(196)
11	Current portion of capital lease and bonds payable	1,115,972	1,050,107	65,865
	<i>Total Current Liabilities</i>	<u>2,199,546</u>	<u>2,746,047</u>	<u>(546,501)</u>
Long Term Liabilities				
	Bond and capital lease payable	18,178,870	18,178,870	-
	Deferred Revenue	402,666	404,755	(2,089)
	Net Pension and OPEB Liability	3,011,861	3,011,861	-
12	<i>Total Long Term Liabilities</i>	<u>21,593,397</u>	<u>21,595,486</u>	<u>(2,089)</u>
	<i>Total Liabilities</i>	<u>23,792,943</u>	<u>24,341,533</u>	<u>(548,590)</u>
13	Deferred Inflows of Resources - Pension Plan	<u>64,024</u>	<u>64,024</u>	<u>-</u>
	Total Net Position	<u>\$ 61,095,605</u>	<u>\$ 61,264,795</u>	<u>\$ (169,190)</u>

Variance Explanations - August 31, 2020 Statement of Financial Position

Assets: Total Assets decreased by \$718k from July 2020 to August 2020. \$400k of the decrease is due to depreciation and the net change in cash and accounts receivable was a decrease of approximately \$300k.

- 1 **Cash** – Cash increased by \$217k from July 2020 to August 2020. The increase was primarily due to payments received from the FAA related to AIP projects that exceeded amounts paid to contractors in August.
- 2 **Accounts Receivable** – Accounts receivable includes both operating receivables and capital receivables from grants. Operating receivables increased approximately \$254k from July to August primarily as a result of July Activity and the fact that payments on deferred balances did not start until September. Capital receivables decreased \$763k as we received grant reimbursements from July contractor activity.
- 3 **Prepaid Expenses** – Prepaid expenses are primarily related to insurance contracts and software subscriptions that we pay annually, or in advance, that we will receive benefit for over a period of time. As we use these services over the policy or contract period, the amount is recognized as an expense, rather than expensing the entire annual cost in the month that it is paid. The decrease in this balance from July to August represents the current month's share of expenses from the prepaid expenses. This balance will continue to decline over the policy period until another prepayment is made.
- 4 **Capital Assets, Net** – Historically, the airport has not capitalized equipment throughout the year as it is purchased, but instead, expenses all purchases as part of capital expenditures and then capitalizes assets at year end. This allows us to track spending for budget purposes. Therefore, the only change in the fixed assets accounts that will be seen on a monthly basis is the regular monthly depreciation based on assets placed in service as of December 31, 2019.
- 5 **Bond Project Fund** – The remaining bond project fund balance represents interest earnings that were accumulated on the project funds. The accumulated interest is still restricted in purpose, but is available to cover debt service.

Deferred Outflows of Resources:

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

Liabilities: Total Liabilities decreased \$549k from July 2020 to August 2020 due to \$505k in payments made to contractors for capital projects and payments on operating accounts payable.

- 7 **Accounts Payable** – Similar to accounts receivable, the majority of the balance and the variance from month to month is caused by the capital expenses payable to contractors and engineers associated with our capital projects. Capital accounts payable and receivable should have a positive correlation in periods when we are working primarily on AIP projects where the majority of the cost is funded by the FAA which was the case in August. Capital payables decreased from July to August as the fence project was getting closer to completion and we have not started any new airfield projects.
- 8 **Accrued Expenses** – This category is primarily made up of liabilities for un-used PTO (approximately \$154,000) and payroll accruals to properly recognize payroll expenses in the periods that the employees have worked. Changes in this account month to month are almost entirely related to changes in the payroll accruals.
- 9 **Lease Deposits** – Lease deposits are primarily made up of General Aviation Lease deposits that were required in the standard ground lease based on a number of month's rent. We also hold deposits for parking passes held by airport tenant employees. These amounts are payable back to tenants at the end of the lease, or as parking passes are returned. The balance of deposits typically does not change materially from period to period as activity is limited.
- 10 **Deferred Revenue** – This liability represents rent received in advance and is primarily made up of a pre-payment received by the BLM in 2017. Prepaid rent is a liability because we have not provided our tenant with the space for the period of time that they paid us for.
- 11 **Current Portion of capital lease and bonds payable** – This balance represents principal and interest due on the outstanding revenue bond and Yukon capital lease in the current calendar year. We have semi-annual payments due June 1 and December 1 for the bond and one annual payment on the vehicle lease in June. The increase this month represents one month of interest that is owed, but not paid.
- 12 **Long-Term Liabilities** – The long-term bond payable and capital payable balance is updated annually in December to reflect the remaining portion due beyond one year, therefore there is no change from the prior month. The net Pension liability is also only calculated annually, so there will be no change in this amount. This is the actuarial estimate of the airports portion of the unfunded Pension liability for PERA. Long-term deferred revenue represents pre-paid revenues for years after 2020.

Deferred Inflows of Resources:

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