GRAND JUNCTION REGIONAL AIRPORT



BOARD PACKET

November 16, 2021

Grand Junction Regional Airport Authority



Date: November 16, 2021

Location:

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

or

Electronic Meeting

Link: https://us02web.zoom.us/j/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 (boardclerk@gjairport.com) 15 minutes prior to the meeting. Comments not related to specific agenda items will be addressed during the citizen comment section of the agenda. Citizen comments related to a specific action item will be addressed during the discussion of that action item. The Board Chair will indicate when you may come forward and comment. Please state your name for the record. Presentations are limited to **three minutes** and yielding time to others is not permitted. Speakers are to address the Chair, not each other or the audience, and are expected to conduct themselves in an appropriate manner. The use of abusive or profane language shall not be allowed. No debate or argument between speakers and/or members of the audience shall be permitted.

VI. Consent Agenda

A.	October 19, 2021 Meeting Minutes	_ 1
	- Approve the October 19, 2021 Board Meeting Minutes.	
В.	AIP Grant Agreement – Airport Rescue Grant	_ 2
	- Accept FAA AIP Grant No. 3-08-0027-073-2022 Airport Rescue Grant in tamount of \$3,312,328 for airport relief under the American Rescue Plan A	

(ARPA). Sage Intacct Accounting Software Subscription Renewal 3 C. - Authorize the renewal of the Sage Intacct accounting software subscription in the amount of \$14,580 for the contract period of December 21, 2021 through December 20, 2022. GJRAA Mission, Vision, and Values 4 D. - Approve the GJRAA Mission, Vision, and Values and replace all future versions. E. Lease Assignment - V&S Holdings, LLC and Klinglesmith Enterprises, LLC 5 - Approve lease assignment between V&S Holdings, LLC and Klinglesmith Enterprises, LLC and authorize the Executive Director to execute the assignment. Purchase Authorization – Interactive Employee Training (IET) Software Upgrade 6 F. - Authorize the Executive Director to accept Package Option #1 in the amount of \$25,000 from AAAE to upgrade the existing IET Training courses. VII. Action Α. Resolution No. 2021-007 to Adopt 2022 Budget and Appropriate Funds for 2022 7 - Adopt Resolution No. 2021-007 to adopt the 2022 Budget and appropriate funds for 2021. Garver Work Order No. 05 for FY 21 Grading and Drainage Support 8 В. - Approve Garver Task Order 05 for \$386,600 to support the FY 2021 drainage and grading construction project and the ongoing runway replacement program and authorize the Executive Director to sign the Task Order. C. Mead and Hunt Task Order No. 7 for FY 21 Grading and Drainage Support 9 - Approve Mead & Hunt Task Order #7 for \$2,332,769 for Construction Administration and support services associated with the FY 2021 Grading and Drainage construction project and authorize the Executive Director to sign the Task order. Kelly Trucking, Inc. Notice of Award and Construction Contract Approval - FY 21 Grading and Drainage Package 10 - Approve the Notice of Award to Kelly Trucking, Inc.; the contract agreement for \$13,153,552.29 for the FY 2021 Grading and Drainage Package, Schedules 1, 2, and 3; and authorize the Executive Director to sign the notice of award, contract documents, and any applicable notices to proceed. VIII. Discussion Α. Capital Improvement Program Update (Colin Bible) Annual Policy Revisions _____ В. 11 Redline Rates and Charges Resolution

X.	Any other business which may come before the Board		
	D.	Facilities Report (Ben Peck)	
	C.	Finance and Activity Report (Sarah Menge)	14
	В.	Executive Director Report (Angela Padalecki)	
	A.	Legal Update (Dan Reimer)	
IX.	Staff	Reports	
	D.	Terminal Restaurant Expansion Concept Discussion	13
	C.	2022 Officer and Committee Appointments	12
		Redline Delegation of AuthorityRedline Air Service Incentive Program	



Grand Junction Regional Airport Authority Board Regular Board Meeting

Meeting Minutes October 19, 2021

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 October 19, 2021 in Grand Junction, Colorado and in the County of Mesa. The meeting was hosted in the 3rd floor conference room as well as electronically.

Commissioners Present:

Tom Benton (Chairman)
Clay Tufly (Vice Chairman)

Erling Brabaek Rick Taggart Linde Marshall

Thaddeus Shrader

Ron Velarde

Airport Staff:

Angela Padalecki (Executive Director)

Dan Reimer (Counsel)

Sarah Menge

Cameron Reece (Clerk)

Dylan Heberlein

Shelagh Flesch

Guests:

Colin Bible, Garver

Brad Rolf, Mead and Hunt

Harrison Earl, CMT

Perry Havenar, AECOM

II. Pledge of Allegiance

III. Approval of Agenda

Director of Finance Sarah Menge suggested to amend the proposed agenda and move Item B. (Transportation Security Administration (TSA) Office Space Lease) from the Consent Agenda, to the Action section of the Agenda as Item B.

Commissioner Shrader made a motion to approve the October 19, 2021 amended Board Agenda. Commissioner Velarde seconded the motion. Voice Vote: All Ayes; motion carries.

IV. Commissioner Comments

Commissioner Brabaek commented about an aircraft incident that happened in a wheat field and is thankful and amazed everyone walked away from the crash.

Commissioner Benton commented to thank Commissioner Tufly on running the meeting last month. All Commissioners agreed that Commissioner Tufly did a great job.

V. Citizen Comments

No Citizen Comments were made

VI. Consent Agenda

A. September 21, 2021 Meeting Minutes

Approval of September 21, 2021 Board Meeting Minutes

B. Transportation Security Administration (TSA) Office Lease Space

Approve lease No. GS-08P-LCO00514 with the General Services Administration for the TSA office space and authorize the Executive Director to sign the lease.

C. Plante Moran 2021 Audit Engagement Letter for 2021 Audits

Approve the audit engagement letter with Plante Moran for the 2021 audits.

D. Lease Assignment- DASU, LLC and McClymond Aviation, LLC

Approve lease assignment between DASU, LLC and McClymond Aviation, LLC and authorize the Executive Director to execute the assignment.

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

VII. Action Items

A. CMT / GJRAA Professional Services Agreement

Commissioner Brabaek made a motion to Approve the standard agreement for professional services with Crawford, Murphy, & Tilly, Inc. (CMT) for air service development consulting services and delegate authority to the Executive Director to authorize work under proposal option 3 up to \$85,000. Commissioner Tufly seconded the motion. Voice Vote: All Ayes; motion carries.

B. Transportation Security Administration (TSA) Office Lease Space

Commissioner Tufly made a motion to Approve lease No. GS-08P-LC000514 with the General Services Administration for the TSA office space and authorize the Executive Director to sign the lease. Commissioner Velarde seconded the motion. Voice Vote: All Ayes; motion carries.

VIII. Public Hearing (C.R.S. §29-1-108(1)

IX. Discussion

- A. Delegation of Authority as it relates to budgeting, purchasing, and procurement
- B. GJRAA Mission, Vision, and Values

X. Staff Reports

- A. Executive Director Report (Angela Padalecki)
- B. Finance and Activity Report (Sarah Menge)
- C. Operations Report (Dylan Heberlein)
- D. Facilities Report (Angela Padalecki)
- E. Project Report (Colin Bible)
- XI. Any other business which may come before the Board

XII. Adjournment

The meeting adjourned at approximately 8:08pm.

Audio recording of the complete meeting can be found at https://giairport.com/Board Meetings

Tom Benton, Board Chairman		
ATTEST:		
Cameron Reece, Clerk to the Board		

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	AIP Grant Agreement –	- Airport Rescue Grant	
PURPOSE:	Information \square	Guidance □	Decision ⊠
RECOMMENDATION:	Accept FAA AIP Grant No. in the amount of \$3,31 Rescue Plan Act (ARPA)	2,328 for airport relief	2 Airport Rescue Grant under the American
SUMMARY:		y to help fund airport o incurred after January	
REVIEWED BY:	Executive Director and	Legal Counsel	
FISCAL IMPACT:	Non-Operating Grant R	Revenue of \$3,312,328	
ATTACHMENTS:	Airport Rescue Grant N	lo. 3-08-0027-073-202	2
STAFF CONTACT:	Sarah Menge, Finance Email: smenge@gjairpo Office: 970-248-8581		



Airports Division Northwest Mountain Region Colorado, Utah, Wyoming FAA DEN ADO 26805 E 68th Ave, Suite 224 Denver, CO 80249

Airport Rescue Grant Transmittal Letter

November 10, 2021

Mr. Thomas Benton, Chair Grand Junction Regional Airport Authority 800 Eagle Drive Grand Junction, Colorado 81506

Mr. Greg Caton, Manager City of Grand Junction 250 North Fifth Street Grand Junction, Colorado 81501

Ms. Janet Rowland, Chair Mesa County Board of Commissioners 544 Rood Avenue Grand Junction, Colorado 81501

Dear Mr. Benton, Mr. Caton, and Ms. Rowland:

Please find the following electronic Airport Rescue Grant Offer, Grant No. 3-08-0027-073-2022 for Grand Junction Regional Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e., the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **December 17, 2021** in order for the grant to be valid.
- c. You may not make any modification to the text, terms, or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR § 200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi elnvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the <u>Airport Rescue Grants Frequently Asked Questions</u> for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2). Additional details or invoices may be requested by FAA during the review of your payment requests.

As part of your final payment request, you are required to include in Delphi:

- A signed SF-425, Federal Financial Report
- · A signed closeout report (a sample report is available here).

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Mike Matz is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. If you should have any questions, please contact Mike Matz at michael.b.matz@faa.gov. The FAA sincerely values your cooperation in these efforts.

Sincerely,

John # Bauer (Nov 10, 2021 07:

John P. Bauer

Manager, Denver Airports District Office



AIRPORT RESCUE GRANT

GRANT AGREEMENT

Part I - Offer

Federa	l Award Offer Date	November 10, 2021		
Airport/Planning Area		Grand Junction Regiona	al Airport	
		era y e		_
Airport	t Rescue Grant No.	3-08-0027-073-2022	[Contract No. DOT-FA22NM-K1009]	_
Unique	Entity Identifier	15-613-5394		_
TO:	Grand Junction F	Regional Airport Authorit	ey, City of Grand Junction and County of Mesa, Colorac	do
		onsor") (herein called the "Spons applies to a Co-Sponsor.)	or") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in	this

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

WHEREAS, the Sponsor has submitted to the FAA an Airport Rescue Grant Application dated July 9, 2021, for a grant of Federal funds at or associated with Grand Junction Regional Airport, which is included as part of this Airport Rescue Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's Airport Rescue Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Airport Rescue Grant Application for the Grand Junction Regional Airport, (herein called the "Grant" or "Airport Rescue Grant") consisting of the following:

This Airport Rescue Grant is provided in accordance with the American Rescue Plan Act ("ARP Act", or "the Act"), Public Law 117-2, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).

The purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational expenses or debt service payments in accordance with the limitations prescribed in the Act. Airport Rescue Grants may be used to reimburse airport operational expenses directly related to Grand Junction Regional Airport incurred no earlier than January 20, 2020. Airport Rescue Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021.

Funds provided under this Airport Rescue Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

 Maximum Obligation. The maximum obligation of the United States payable under this Offer is \$3,312,328, allocated as follows:

\$3,312,328 ARPA KV2022

- 2. <u>Grant Performance</u>. This Airport Rescue Grant Agreement is subject to the following Federal award requirements:
 - a. The Period of Performance:
 - Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 - Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 - For this Airport Rescue Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR §
 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the
 budget period.
 - Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.
 - c. Close out and Termination.
 - 1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later

- than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
- The FAA may terminate this Airport Rescue Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
- Unallowable Costs. The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.
- 4. <u>Indirect Costs Sponsor</u>. The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
- Final Federal Share of Costs. The United States' share of allowable Grant costs is 100%.
- 6. Completing the Grant without Delay and in Conformance with Requirements. The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Airport Rescue Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
- Amendments or Withdrawals before Grant Acceptance. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
- 8. Offer Expiration Date. This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before December 17, 2021, or such subsequent date as may be prescribed in writing by the FAA.
- 9. Improper Use of Federal Funds. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Airport Rescue Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
- 10. <u>United States Not Liable for Damage or Injury</u>. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Airport Rescue Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Airport Rescue Grant Agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).
- Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/SAM/pages/public/index.jsf.
- 12. <u>Electronic Grant Payment(s)</u>. Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi elnvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 13. <u>Air and Water Quality</u>. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Agreement.
- 14. <u>Financial Reporting and Payment Requirements</u>. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 15. <u>Buy American</u>. Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

16. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

- 17. <u>Suspension or Debarment</u>. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 - Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.

- Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Airport Rescue Grant or subgrant funded by this Grant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Airport Rescue Grant.

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Airport Rescue Grant, and subrecipients' employees may not
 - Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - Use forced labor in the performance of the award or subawards under the Airport Rescue Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity
 - Is determined to have violated a prohibition in paragraph a. of this Airport Rescue Grant Agreement term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue Grant term through conduct that is either
 - A. Associated with performance under this Airport Rescue Grant; or
 - B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB

Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),"as implemented by the FAA at 2 CFR Part 1200.

- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Grant condition during this Airport Rescue Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph a. of this Grant condition:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue Grant.

20. Employee Protection from Reprisal.

- a. Prohibition of Reprisals
 - In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) of this Grant condition, information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 - Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
 - e. A court or grand jury;
 - f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - g. An authorized official of the Department of Justice or other law enforcement agency.
 - Submission of Complaint A person who believes that they have been subjected to a
 reprisal prohibited by paragraph a. of this Airport Rescue Grant Agreement may submit a
 complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S.
 Department of Transportation.
 - 4. Time Limitation for Submittal of a Complaint A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - Required Actions of the Inspector General Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

- Assumption of Rights to Civil Remedy Upon receipt of an explanation of a decision not
 to conduct or continue an investigation by the Office of Inspector General, the person
 submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
- 21. <u>Co-Sponsor</u>. The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained herein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.
- 22. <u>Limitations</u>. Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Airport Rescue Grant Agreement.
- 23. Face Coverings Policy. The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE GRANT FUNDS

CONDITIONS FOR EQUIPMENT -

- Equipment or Vehicle Replacement. The Sponsor agrees that when using funds provided by this
 Grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment
 shall be classified and used as airport revenue.
- 2. <u>Equipment Acquisition</u>. The Sponsor agrees that for any equipment acquired with funds provided by this Grant, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.
- 3. <u>Low Emission Systems</u>. The Sponsor agrees that vehicles and equipment acquired with funds provided in this Grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

- 4. <u>Utilities Proration</u>. For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
- 5. <u>Utility Relocation in Grant</u>. The Sponsor understands and agrees that:

- The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
- b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
- c. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Airport Rescue Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an Airport Rescue Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this Airport Rescue Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated November 10, 2021

UNITED STATES OF AMERICA FEDERAL AVIATION ADMINISTRATION

(Signature)

John P. Bauer

(Typed Name)

Manager, Denver Airports District Office

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

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

Dated

	(Name of Sponsor)
ξ.	(Signature of Sponsor's Designative Official/Representative)
	(Type Name of Sponsor's Designative Official/Representative
: _ le:	(Type Name of Sponsor's Designative Official/Representati
=	(Title of Sponsor's Designative Official/Representative)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

I, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at

Ву:		
-	(Signature of Sponsor's Attorney)	

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Recue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

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

Executed this

	CITY OF GRAND JUNCTION, COLORADO
	(Name of Sponsor)
	(Signature of Sponsor's Designative Official/Representative)
Ву:	(Type Name of Sponsor's Designative
Title:	Official/Representative)
	(Title of Sponsor's Designative Official/Representative)

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Dated at

Ву:		
	(Signature of Sponsor's Attorney)	

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Executed this

	(Name of Sponsor)
	(Signature of Sponsor's Designative Official/Representative)
Ву:	
	(Type Name of Sponsor's Designative Official/Representative)
Title:	
	(Title of Sponsor's Designative Official/Representative)

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CERTIFICATE OF SPONSOR'S ATTORNEY

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Dated at

Ву:		
	(Signature of Sponsor's Attorney)	

AIRPORT RESCUE GRANT ASSURANCES

AIRPORT SPONSORS

A. General.

- These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 ("ARP Act," or "the Act"), Public Law 117-2. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- Upon acceptance of this Airport Rescue Grant offer by the sponsor, these assurances are incorporated into and become part of this Airport Rescue Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Airport Rescue Grant that:

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

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act 29 U.S.C. 201, et. seq.
- d. Hatch Act 5 U.S.C. 1501, et. seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 Section 106 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 Section 102(a) 42 U.S.C. 4012a.
- Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 42 U.S.C. 6101, et. seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

- r. Architectural Barriers Act of 1968 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 31 U.S.C. 7501, et. seq.²
- y. Drug-Free Workplace Act of 1988 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 Equal Employment Opportunity
- Executive Order 11990 Protection of Wetlands
- c. Executive Order 11998 Flood Plain Management
- d. Executive Order 12372 Intergovernmental Review of Federal Programs
- e. Executive Order 12699 Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 Environmental Justice
- g. Executive Order 14005 Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4}
- c. 2 CFR Part 1200 Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 Discrimination on the Basis of Disability in State and Local Government Services
- e. 28 CFR § 50.3 U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 Procedures for predetermination of wage rates.¹
- g. 29 CFR Part 3 Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. ¹
- h. 29 CFR Part 5 Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹

- 41 CFR Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 New restrictions on lobbying.
- k. 49 CFR Part 21 Nondiscrimination in Federally-assisted programs of the Department of Transportation effectuation of Title VI of the Civil Rights Act of 1964.
- I. 49 CFR Part 23 Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- 49 CFR Part 27 Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO AIRPORT RESCUE GRANT ASSURANCE B

- These laws do not apply to airport planning sponsors.
- These laws do not apply to private sponsors.
- Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

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

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

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

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

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

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal

financial assistance at the airport, including Airport Rescue Grant funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

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

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

10. Minimum Wage Rates.

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

11. Veteran's Preference.

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

12. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

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

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this Airport Rescue Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act.
- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary
 may reasonably request and make such reports available to the public; make available to the
 public at reasonable times and places a report of the airport budget in a format prescribed by
 the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

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

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - boundaries of the airport and all proposed additions thereto, together with the boundaries
 of all offsite areas owned or controlled by the sponsor for airport purposes and proposed
 additions thereto;
 - the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or

off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

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

a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

- Programs and Activities. If the sponsor has received a grant (or other Federal assistance)
 for any of the sponsor's program or activities, these requirements extend to all of the
 sponsor's programs and activities.
- Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration

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

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

d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"Grand Junction Regional Airport Authority, City of Grand Junction and County of Mesa, Colorado, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.

252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

- It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
- It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
 - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, subgrantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

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

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Rescue Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of July 9, 2021.

23. Access By Intercity Buses.

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

24. Disadvantaged Business Enterprises.

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

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micropurchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

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

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at http://www.faa.gov/airports/resources/advisory circulars and http://www.faa.gov/regulations policies/advisory circulars

Grand Junction Regional Airport Authority Agenda Item Summary

TOPIC:	Sage Intacct Accounti	ng Software Subscription Rer	newal		
PURPOSE:	Information	Guidance □	Decision ⊠		
RECOMMENDATION:		l of the Sage Intacct account 580 for the contract period c 1, 2022.	•		
SUMMARY:	software and selected	e board approved a change i I a subscription with Sage Int are and wish to renew the so	acct. Currently, we are		
	•	nts our annual subscription co e fixed asset module, for the	_		
	Our current subscription includes 3 full "Business User" subscriptions as well as 10 additional employee user logins that have a "read-only" access to be able to obtain reports and view individual transactions.				
	The annual cost is an	increase of \$1,000 from 2020	O subscription year cost.		
REVIEWED BY:	Executive Director				
FISCAL IMPACT:	\$14,580 – Professiona	al Services IT Operating Exper	nse		
ATTACHMENTS:	Sage Intacct Renewal	Order Schedule			
STAFF CONTACT:	Sarah Menge <u>smenge@gjairport.cor</u> (970) 248-8581	<u>n</u>			

Renewal Order Schedule

Date: 10-Nov-2021

Offer Expires: 03-Dec-2021 Quote #: Q-256302

Prepared For:

Name: Shelagh O'kane

Company: Grand Junction Regional Airport Authority

Address: 2828 Walker Field Drive Suite 301

Grand Junction, CO 81506 **Phone:** (970) 248-8590 **Email:** sokane@gjairport.com

Terms

Term Length: 12 (months)

Subscription Period: 21-Dec-2021 through 20-Dec-2022

Invoicing Frequency: Annual subscription fees begin on the start date of your paid subscription period, with such fees invoiced

annually at the beginning of each paid subscription period.

Payment Terms: Net 30 from date of invoice.

Products

Sage Intacct Services

Product Name	Description	Quantity	Net Price Each	Total Price
Essential Support	Essential Support is included at no additional charge to all customers of Intacct reseller Partners. Your Intacct Partner will respond to your initial request for support. Your Partner has direct access to all of Intacct's support resources including Intacct's comprehensive knowledgebase and Intacct's support personnel. Should your Partner be unable to resolve your support case, they will escalate to Intacct Support on your behalf. Intacct will work with your Partner, or directly with you, as needed, to resolve the case. Essential Support gives your company direct access to the Intacct Community - a path to submit cases, check the status of cases and search Intacct's comprehensive knowledgebase for answers to commonly asked questions. This is also where your organization can recommend product enhancements directly to Intacct as well as vote on product enhancement requests submitted by others.	1.00	0.00	0.00
Intacct Web Services - Standard	Includes up to 900 transactions per month from applications using published Intacct Web Services. Required for the deployment of any application using Intacct Web Services, including Intacct Ready Partner or other 3rd party applications.	1.00	0.00	0.00
Intacct Collaborate	Intacct Collaborate enables in-context team communication around transactions and other key elements of Intacct. It captures dialogue and decisions for later reference, in Intacct, your system of record. If you use Salesforce, you have the option of further streamlining communication between your Salesforce users and Intacct users for cross-team communication for all synchronized objects. Salesforce synchronization requires Intacct CRM Integration for Salesforce.	1.00	0.00	0.00

Product Name	Description	Quantity	Net Price Each	Total Price
Intacct Financial Management (for a Single Business Entity)	Intacct Financial Management includes the following - General Ledger, Cash Management, Purchase Order, Accounts Payable, Order Entry, Accounts Receivable, Standard Reports, Dashboard, Customization Services.	1.00	2,520.00	2,520.00
Intacct Platform Services - Standard	Intacct Platform - Standard includes the ability to deploy up to 2 applications on the Intacct Platform with up to 10 custom objects and 10,000 custom records. A minimum of Standard is required for the deployment of any Platform application, including Intacct Ready Partner or other 3rd party applications.	1.00	0.00	0.00
Intacct Employee User 10 Pack	Ten (10) additional employee user pack with limited access rights which include: Read only access to the Dashboard; Ability to enter/approve expense reports, timesheets and/or purchase requisitions. Also includes read only access to any additional applications built on the Intacct Platform.	1.00	1,260.00	1,260.00
User License - Business User	Users with unlimited access rights to all applications. Can be restricted based on permissions assigned by an Administrator.	3.00	2,520.00	7,560.00
Sage Intacct Nonprofit Fixed Assets	Sage Intacct Fixed Assets enables you to easily add & track assets including serial numbers, warranty information and depreciation.	1.00	3,240.00	3,240.00
Sage Intacct Services Total:				

Grand Total: USD 14,580.00

TERMS:

This Order Schedule is subject to the Agreement for subscription to the Services with effective date 08-Dec-2017, inclusive of any subsequent modifications. All terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement. Prices shown above do not include any taxes that may apply.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers or representatives, either by signature below or by electronic signature through DocuSign.

Grand Junction Regional Airport Authority	Business Technology Partners, LLP		
(Authorized Signature)	(Authorized Signature)		
(Printed Name and Title)	(Printed Name and Title)		
(Signature Date)	(Signature Date)		

Exhibit A

Additional Terms and Conditions

The following terms are added to, and in the event of a conflict prevail over, the Terms:

- Small Business Promotion: If Company has 3 or fewer Business Users, Company is eligible to receive a 50% discount on the following Sage Intacct add-on modules: Intacct Global Consolidations, Intacct Advanced Global Consolidations, Intacct Revenue Management, Intacct Advanced Revenue Management, Intacct Inventory Management, Intacct Multi-Currency, Intacct Project Accounting, Intacct Salesforce Integration, Intacct Subscription Billing, Intacct Advanced Subscription Billing, Intacct Fixed Assets, Intacct Commissions and Intacct Collections, Digital Board Book. Discount expires at the first renewal following the addition of the Company's 4th Business User.
- Intacct Financial management includes up to two hundred (200) bank account connections through bank feeds. Bank feeds provide electronic access to thousands of financial institutions for bank reconciliations and matching payments to invoices.

Grand Junction Regional Airport Authority Agenda Item Summary

GJRAA Mission, Vision, and Values				
Information	Guidance □	Decision ⊠		
Approve the Grand Junction Re replace all future versions.	gional Airport Mission, Vision, a	and Values and		
discussed and word-smithed w	ith the board at the October 19	, 2021		
		es to promote		
Vision : Enable vibrant regional accessible to the world.	growth and make western Colo	rado		
Values:				
	vice: We work hard with a positive attitude, honored and eager to ve our communities and our guests.			
· · · · · · · · · · · · · · · · · · ·		keep the long-		
		=		
<u></u>	·-	onal lives to		
		atus quo, and		
Executive Director				
N/A				
None				
Angela Padalecki apadalecki@gjairport.com (970) 248-8588				
	Information Approve the Grand Junction Refreplace all future versions. The following mission, vision, a discussed and word-smithed word meeting. Staff have also review approval by the board. Mission: Provide safe, reliable, economic growth and a high quotision: Enable vibrant regional accessible to the world. Values: Service: We work hard with serve our communities and continued integrity: We are transparent term interest of the airport at the serve of the airport at the serve of the serve	Information Guidance Approve the Grand Junction Regional Airport Mission, Vision, a replace all future versions. The following mission, vision, and values represents the revise discussed and word-smithed with the board at the October 19 meeting. Staff have also reviewed the proposed draft and reco approval by the board. Mission: Provide safe, reliable, and sustainable aviation facilitie economic growth and a high quality of life in the region. Vision: Enable vibrant regional growth and make western Colo accessible to the world. Values: Service: We work hard with a positive attitude, honored and serve our communities and our guests. Integrity: We are transparent, honest, admit mistakes, and it term interest of the airport at the forefront. Teamwork: Through efficient, respectful collaboration we we to get results. We trust one another, are accountable for our communicate openly. Balance: We are dedicated to our work and honor our person optimize productivity and have fun. Ambition: We set and achieve big goals, we challenge the st we strive to improve every day. Executive Director N/A None Angela Padalecki apadalecki@gjairport.com		

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Lease Assignment - V	&S Holdings, LLC and Klin	glesmith Enterprises, LLC
PURPOSE:	Information	Guidance □	Decision ⊠
RECOMMENDATION:	-		oldings, LLC and e the Executive Director to
SUMMARY:	property at 2847 Av The lease to be assign 2023 with one ten-yremaining. This acti	gned has an initial expi year and four five-year	irardi of V&S Holdings, LLC. ration date of July 17, renewal options and lease assignment to
REVIEWED BY:	Executive Director a	nd Legal Counsel	
FISCAL IMPACT:	None		
ATTACHMENTS:		nd Lease Agreement a available upon reques	nd Consent to Assignment. st.
STAFF CONTACT:	Chance Ballegeer cballegeer@gjairpo (970) 248-8586	rt.com	

ASSIGNMENT OF AERONAUTICAL USE GROUND LEASE AND CONSENT TO ASSIGNMENT

This Assignment of Aeronautical Use Ground Lease and Consent to Assignment (this "Agreement") is entered into this 16th day of November 2021, by Klinglesmith Enterprise, LLC ("Klinglesmith"), and V&S Holdings, LLC ("V&S"), and which is consented to by the GRAND JUNCTION REGIONAL AIRPORT AUTHORITY ("GJRAA") (together the "Parties").

Recitals

WHEREAS, GJRAA and V&S entered into an Aeronautical Use Ground Lease, with a commencement date of July 17, 2019, and a term that will expire on September 30, 2023, subject to one, 10-year option plus four five-year extensions ("Lease"), which Lease subsequently was assigned by V&S to Klinglesmith.

WHEREAS, Klinglesmith is in the process of selling the improvements on the leased premises ("Improvements") to V&S and seeks to assign the Lease to V&S Holdings, LLC.

WHEREAS, sale of the Improvements and assignment of the Lease require GJRAA's written consent.

THEREFORE, in consideration of the agreements set forth herein, as well as for other good and valuable consideration, all Parties agree as follows:

Agreement

- 1. Klinglesmith hereby assigns and transfers to V&S all of its rights, title, and interest in, to, and under the Lease. V&S hereby accepts the assignment of the Lease and agrees to assume and perform all obligations, liabilities, and responsibilities of Klinglesmith under the Lease, which will arise or be incurred, or which are required to be performed, on or after the closing between Klinglesmith and V&S for the sale of the Improvements. Klinglesmith will remain responsible for all obligations, liabilities, and responsibilities under the Lease which accrued prior to the closing.
- 2. This Agreement is to become effective on the date of the closing for the sale of the Improvements, which date is <u>MOV.</u> (, 2021 (to be handwritten by the GJRAA and final copies of the Agreement transmitted to the Parties). This date shall be referred to herein as the "Effective Date". Should such closing not be completed by **December 10**, 2021, this Agreement, including the consent of GJRAA, shall become null and void.
- 3. Subject to the conditions set forth in Paragraph 2, above, GJRAA releases Klinglesmith from any and all obligations under the Lease that accrue on or after the Effective Date, except for any hold harmless and/or indemnification obligations that Klinglesmith may have under the Lease, but which may arise after the Effective Date. However, this release is contingent upon V&S's agreement to assume and perform all obligations, liabilities, and responsibilities of Klinglesmith under the Lease. Additionally, this release shall not be construed as a consent or waiver of any rights that GJRAA has to object to any subsequent sublease or assignment of the Lease.
- 4. Klinglesmith hereby agrees to indemnify, defend, and hold V&S and GJRAA harmless from and against any and all liabilities, claims, demands, obligations, assessments, losses, costs, damages, and expenses of any nature whatsoever, including, but not limited to, costs and

attorney's fees, which V&S or GJRAA may incur, sustain, or suffer, or which may be asserted or charged against V&S or GJRAA, as a result of Klinglesmith's actions or omissions and/or its performance or non-performance of its obligations, duties, responsibilities, covenants, and liabilities under the Lease being assigned prior to the Effective Date.

- 5. V&S hereby warrants, covenants, and agrees to diligently perform and discharge each and all of Klinglesmith's obligations, duties, responsibilities, and covenants under the Lease and to indemnify and hold Klinglesmith and GJRAA harmless from and against any and all liabilities, claims, demands, obligations, assessments, losses, costs, damages, and expenses of any nature whatsoever, including, but not limited to, costs and attorney's fees, which Klinglesmith or GJRAA may incur, sustain, or suffer, or which may be asserted or charged against Klinglesmith or GJRAA, as a result of V&S's actions or omissions and/or its performance or non-performance of its obligations, duties, responsibilities, covenants, and liabilities under the Lease on or after the Effective Date. Notwithstanding the generality of the foregoing, V&S hereby warrants, covenants, and agrees, for illustration and without limitation, to conduct only those permitted uses on the Improvements in accordance with Section 1.12; assume the Lease for the remaining term, including renewal and option terms, set forth in Article 3; pay all rents and fees in accordance with Article 4; remit a security deposit in accordance with Section 4.6; maintain insurance and submit required certificates in accordance with Article 8; and surrender possession upon expiration or early termination in accordance with Article 15.
- Klinglesmith warrants and agrees that, as of the execution date of this Agreement, all
 payable rents, taxes, and/or assignments pertaining to the Lease or the Improvements have been
 paid in full.
- 7. V&S certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency.
- V&S warrants and agrees to comply with the Grand Junction Regional Airport General Aviation Minimum Standards, as may be applicable to commercial aeronautical activities conducted on the leased premises.
- This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.
- 10. This Agreement shall bind and inure to the benefit of the Parties executing this Assignment and Consent to Assignment and their respective heirs, successors, and permitted assigns.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement on the date set forth below their signatures.

KLINGLESMITH ENTERPTISE, LLC

V&S HOLDINGS,

LLC

P.O BOX 117

MACK, CO 81525

3191 D ROAD

GRAND JUNCTION, CO 81504

By: Locke	By: # 1 10
Date: 11-10-21	Date:

Approval of Assignment of Aeronautical Use Ground Lease

Effective upon proper execution by KLINGLESMITH and V&S, and contingent on the closing of the agreement between KLINGLESMITH and V&S for the sale of the Improvements, GJRAA hereby consents to the assignment of the Lease to V&S HOLDINGS, LLC. Nothing in this consent shall be construed to expand or extend any term or condition of the Lease, or waive any performance of any term or condition of the Lease, either before, on, or after NOVEMBER 16, 2021.

Grand Junction Regional Airport Authority

By: _____
Its: ____
Date: _____

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Purchase Authorizat Software Upgrade	ion – Interactive Empl	oyee Training (IET)
PURPOSE:	Information □	Guidance 🗆	Decision ⊠
RECOMMENDATION:		•	t Package Option #1 in the the the existing IET Training
SUMMARY:	workstations from A The IET system was agreement for softw current software wi request is to upgrad airport to the new,	AAE in 2011 that are used acquired through a solution acquired through a solution are used. It stop being supported	re, and support. The d January of 2022. This m currently in use at the the platform.
	customized, dedicat 2 years of annual managed AAAE labor for cour	ed URL with optional r	-
REVIEWED BY:	Executive Director a	nd Finance Director	
FISCAL IMPACT:	\$25,000		
ATTACHMENTS:	AAAE IET Upgrade P	ackage Options	
STAFF CONTACT:	Chance Ballegeer cballegeer@gjairpor(970) 248-8586	rt.com	



Package Option #1: Upgrade with Current Courses \$25,000.00

(Agreement executed by January 1, 2022)

Includes

- IET Online
- Customized, dedicated URL for student login with optional multi-factor authentication
- Database (Learning Suite) license to track and report training results
- Two (2) years of annual maintenance and support
- Eight (8) hours of annual AAAE labor for minor course updates

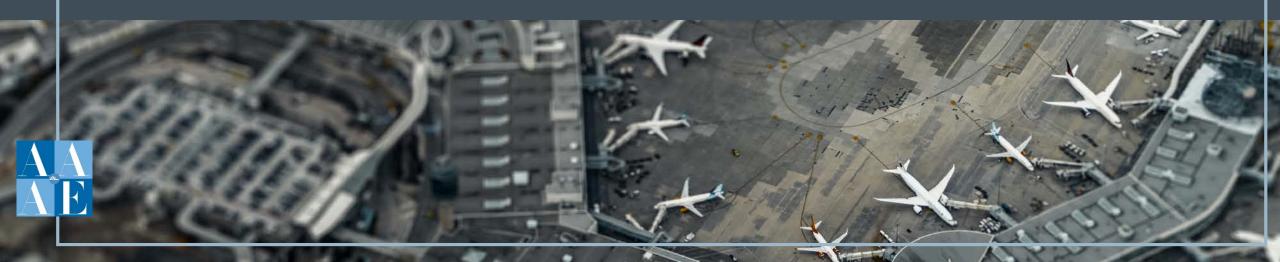


Package Option #2: Upgrade with New Courses \$65,000.00

(Agreement executed by January 1, 2022)

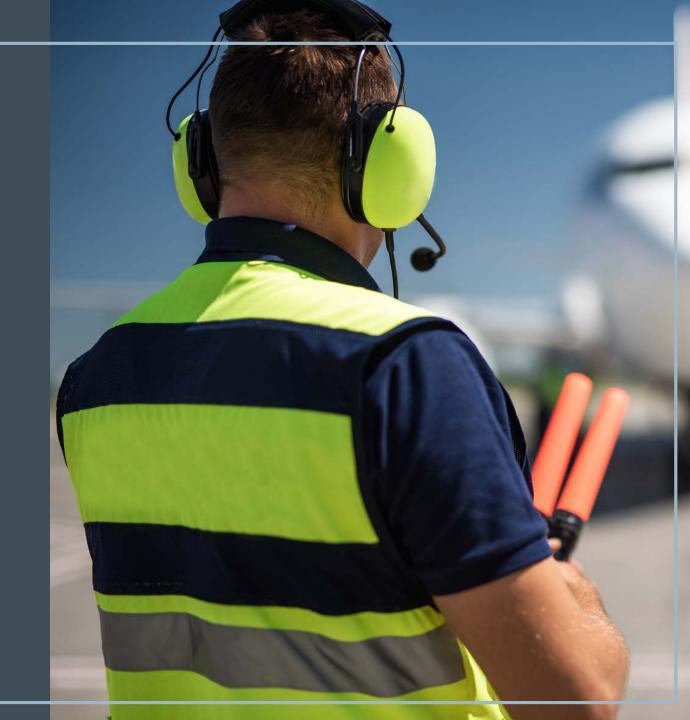
Includes

- IET Online
- Customized, dedicated URL for student login with optional multi-factor authentication
- Database (Learning Suite) license to track and report training results
- New SIDA, Non-Movement and Movement Area courses with onsite filming
- Two (2) new non-custom courses
- Two (2) years of annual maintenance and support
- Eight (8) hours of annual AAAE labor for minor course updates



Non-Custom Course Options

- Active Shooter
- Authorized Signatory
- Fuel Handling Safety
- Human Trafficking Awareness
- AOA / GA Security
- Insider Threat
- Non-Movement Area Drivers Training
- Sterile Area





Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Resolution 2021-007 to Adopt Budget and Appropriate Sums of Money
PURPOSE:	Information ☐ Guidance ☐ Decision ☒
RECOMMENDATION:	Adopt resolution no. 2021-007 to approve the 2022 Budget and appropriate funds for 2022.
SUMMARY:	The 2022 Budget was presented to the Finance and Audit Committee in September for their review and comments. A Draft budget was then presented to the full board at the October 5, 2021 Board Workshop. Following the presentation at the workshop, a notice of budget hearing
	was advertised and commissioner and public comment was available at the October 19, 2021 board meeting.
	No changes have been made to the budget since its draft presentation in October and no comments have been received. Staff recommend adoption.
REVIEWED BY:	Executive Director and Legal Counsel
FISCAL IMPACT:	Total Appropriations for 2022: \$37,059,000 Operating – \$5,268,000 Debt Service – \$1,505,000 Capital – \$30,286,000
ATTACHMENTS:	Resolution 2021-007 Budget Message Budget Summary
STAFF CONTACT:	Sarah Menge 970-248-8581 smenge@gjairport.com

RESOLUTION NO. 2021-007

RESOLUTION TO ADOPT BUDGET AND APPROPRIATE SUMS OF MONEY.

A RESOLUTION OF THE GRAND JUNCTION REGIONAL AIRPORT AUTHORITY BOARD OF DIRECTORS FOR OPERATIONS, CAPITAL PROJECTS, DEBT SERVICE AND RESERVES, ADOPTING A BUDGET, AND APPROPRIATING SUMS OF MONEY FOR THE GRAND JUNCTION REGIONAL AIRPORT AUTHORITY FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2022 AND ENDING ON THE LAST DAY OF DECEMBER 2022.

WHEREAS, the Grand Junction Regional Airport Authority, a political subdivision of the State of Colorado, subject to the Local Government Budget Law of Colorado; and

WHEREAS, as required by State Statute, a proposed budget for fiscal year 2022 was submitted to the Board of Commissioners on October 5, 2021; and

WHEREAS, upon due and proper notice, published and posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on October 19, 2021, and interested parties were given the opportunity to file or register any objections to said proposed budget; and

WHEREAS, the Board considered such public comment; and

WHEREAS, the Budget attached hereto is a balanced budget which complies with all applicable State laws; and

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues and reserves provided in the Budget for the purposes described therein, thereby establishing a limitation on expenditures for the operations of the Grand Junction Regional Airport Authority.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GRAND JUNCTION REGIONAL AIRPORT AUTHORITY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO:

Section 1. The recitals hereinabove are hereby adopted as findings and incorporated herein.

<u>Section 2.</u> That the budget as submitted, amended, and attached is approved and adopted as the budget of the Grand Junction Regional Airport Authority for the year stated above; and that the sums of money derived from revenues and reserves are appropriated for Operations, Capital Projects, Debt Service, and Reserves totaling \$37,059,000 as set forth therein.

Section 3. The Executive Director is authorized to spend up to the approved capital, operating and expense budgets, provided actual revenues are consistent with budgeted revenues.

<u>Section 4.</u> The Executive Director is authorized to transfer budgeted amounts between expense categories as necessary to meet operational needs provided: (1.) any transfers in excess of \$50,000 shall be reported to the Board at the next regular meeting, and (2.) no transfers shall be permitted in or out of personnel accounts without Board authorization.

ADOPTED on this 16th day of November 2021.

	GRAND JUNCTION REGIONAL AIRPORT AUTHORITY
ATTEST:	Tom Benton, Chairman
Cameron Reece, Clerk	
Board Members Voting AYE:	Those Voting NAY:

BUDGET MESSAGE (Pursuant to 29-1-103(1)(e), C.R.S.)

GRAND JUNCTION REGIONAL AIRPORT AUTHORITY

The attached 2022 Budget for the Grand Junction Regional Airport Authority (the Authority) reflects a conservative estimate for commercial passenger traffic activity as the country continues to recover from the global COVID-19 pandemic.

The Authority's objectives in developing the 2022 budget were to:

- Maintain financial position and achieve a net operating income of at least \$1,000,000 to support the ongoing capital program
- Continue to make infrastructure improvements and repairs
- Maintain competitive airline rates and charges
- Reinstate discretionary spending that was cut during the pandemic

The 2022 operating revenue budget reflects a return to pre-pandemic levels with the budgeted revenues being comparable to the 2019 budget. The increase in operating expenses represents the return of discretionary spending for employee training and travel and also seeks to increase staffing levels at the airport.

The Authority also has an ambitious capital improvement program and deferred maintenance requirements on aging facilities. Budgeted grant funded projects are based on preliminary discussions with funding partners at the Federal Aviation Administration and the Aeronautics Division of the Colorado Department of Transportation. In addition to these projects, the Authority plans to invest up to \$2,000,000 on maintenance and development projects.

Basis of Accounting

The budgetary basis of accounting used to develop the budget is the modified accrual basis of accounting. The modified accrual basis of accounting differs from the generally accepted accounting principles (GAAP) basis in that outlays for acquisition of capital assets and debt principal payments are included as expenditures, and non-cash expenditures including depreciation and adjustments to post-employment benefit liabilities are excluded from expenditures.

Services to be Provided

The Authority is responsible for overseeing the operation, maintenance, and development of the Grand Junction Regional Airport (the Airport). Therefore, the primary services provided by the Authority include repair, maintenance, and improvement of Airport facilities and maintaining compliance with all Federal Aviation Administration requirements to allow aviation activities to continue at the Airport.



				2021		
				Estimated		
	2	020 Actual		Actual	2	022 Rudget
OPERATING REVENUE		JZU ACTUAL		Actual		022 Budget
Aeronautical revenue						
	۸.	1 720 600	۲.	1 747 100	۲	1 700 000
Total Non massanger sinling revenue	\$	1,730,600	\$	1,747,100	\$	1,798,000
Total Non-passenger airline revenue		871,975		829,000		841,000
Total Aeronautical revenue		2,602,575		2,576,100		2,639,000
Non-aeronautical revenue		2,621,069		3,212,300		3,629,000
Total Operating revenues		5,223,644		5,788,400		6,268,000
OPERATING EXPENSES		2 267 042		2 504 000		2 604 000
Personnel compensation and benefits		2,367,812		2,501,000		2,694,000
Communications and utilities		308,588		311,000		349,000
Supplies and materials		426,306		528,000		537,000
Contract services		581,417		743,300		789,000
Repairs & maintenance		327,019		395,400		378,000
Insurance		122,503		135,000		140,000
Other		173,047		249,000		381,000
Total Operating Expenses		4,306,692		4,862,700		5,268,000
Net Revenue (Expense) from Operations		916,952		925,700		1,000,000
NON-OPERATING REVENUE (EXPENSE)						
Passenger facility charges (restricted rev)		614,796		939,500		1,004,000
Interest income		67,958		41,600		38,000
Interest expense		(789,021)		(768,500)		(740,000)
Customer facility charges (restricted rev)		278,624		599,300		636,000
Capital contributions		5,611,443		20,164,000		27,157,000
Capital expenditures - AIP		(5,931,973)		(20,209,000)		(28,286,000)
Capital expenditures - Non-AIP		(2,269,262)		(1,781,500)		(2,000,000)
Debt principle payments		(728,349)		(735,000)		(765,000)
Total Relief Grant Funding		4,094,829		4,000,000		3,062,000
Total Non-operating Revenue (Expense)		949,045		2,250,400		106,000
Net Change in Position (Budgetary Basis)	\$	1,865,997	\$	3,176,100	\$	1,106,000
Actual/Projected Ending Cash Balance						
Restricted Cash	\$	1,996,733	\$	1,696,000	\$	2,332,000
Unrestricted Cash		10,041,100		13,518,000		13,988,000
Total Cash Balance	\$	12,037,833	\$	15,214,000	\$	16,320,000
Actual/Projected Net Position						
Net investment in capital assets	\$	56,066,000	\$	73,212,558	\$	97,663,558
Restricted for debt service & capital assets		1,997,000		1,696,000		2,332,000
Unrestricted		13,101,000		16,557,042		17,027,042
Total Fund Balance	\$	71,164,000	\$	91,465,600	\$	117,022,600

Grand Junction Regional Airport Authority

Agenda Item Summary

PURPOSE: Information □ Guidance □ Decision ☒ RECOMMENDATION: Approve Garver Task Order 05 for \$386,600 to support the FY 2021 drainal and grading construction project and the ongoing runway replaceme program and authorize the Executive Director to sign the Task Order. SUMMARY: This task order represents engineering services to be performed by Garver the program manager and owner's representative to the airport. The specit tasks to be completed include: • Program refinement and scheduling by leading the coordination wing other agencies including, the FAA Airport District Office and Air Traff Organization, the City of Grand Junction, Mead & Hunt, and GJRAA. • FY 2021 Runway Grading and Drainage Construction Coordinatic including attending progress meetings, auditing FAA submitt documents, and attending stakeholder meetings. The scope of work was reviewed with the FAA to minimize overlap of service between Garver and Mead & Hunt and to maximize grant eligibility Additionally, GJRAA Staff worked with RS&H to complete an independent feetimate (IFE) to evaluate the proposed hours and project cost from Garv for this project. The proposed fee from Garver was reasonable based on FA guidelines. Airport staff believe this scope includes critical work on the runw. program including coordinating changes in the navigational aids, monitorin the most important settlement components of the earth work and developing remaining schedules and plans for the runway program. Of the total estimated fee, \$285,932 is estimated to be AIP eligible, and \$100,668 is estimated fee, \$238,932 is estimated to be over the Garv scope. This is less than the eligible portion of scope, however we do hat flexibility in funding this work with any cost under-runs on the other contract under AIP 72, the ability to issue work under future grants, and also have sufficient airport operating budget to cover the difference. REVIEWED BY: Executive Director and Legal Counsel (Dan Reimer) FISCAL IMPACT: State ONTACT: State ONTACT: State ONTACT: STATE	TOPIC:	Garver Task Order 05	for FY 21 Grading and Draina	age Support
and grading construction project and the ongoing runway replaceme program and authorize the Executive Director to sign the Task Order. SUMMARY: This task order represents engineering services to be performed by Garver the program manager and owner's representative to the airport. The specit tasks to be completed include: • Program refinement and scheduling by leading the coordination wider agencies including, the FAA Airport District Office and Air Traft Organization, the City of Grand Junction, Mead & Hunt, and GJRAA. • FY 2021 Runway Grading and Drainage Construction Coordination including attending progress meetings, auditing FAA submitt documents, and attending stakeholder meetings. The scope of work was reviewed with the FAA to minimize overlap of service between Garver and Mead & Hunt and to maximize grant eligibility Additionally, GJRAA Staff worked with RS&H to complete an independent for estimate (IFE) to evaluate the proposed hours and project cost from Garver for this project. The proposed fee from Garver was reasonable based on FA guidelines. Airport staff believe this scope includes critical work on the runw. program including coordinating changes in the navigational aids, monitoring the most important settlement components of the earth work and developing remaining schedules and plans for the runway program. Of the total estimated fee, \$285,932 is estimated to be AIP eligible, and \$100,668 is estimated to be ineligible. AIP Grant No. 72 for the drainage and grading project has approximately \$236,000 available to cover the Garv scope. This is less than the eligible portion of scope, however we do hat flexibility in funding this work with any cost under-runs on the other contract under AIP 72, the ability to issue work under future grants, and also have sufficient airport operating budget to cover the difference. REVIEWED BY: Executive Director and Legal Counsel (Dan Reimer) Total Cost - \$386,600 Eligible for FAA funding - \$285,932 Ineligible — to be funded by GJRAA - \$100,668	PURPOSE:	Information \square	Guidance 🗆	Decision ⊠
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	FISCAL IMPACT:	Eligible for FAA fund	ing - \$285,932	
STAFF CONTACT: Sarah Manga Director of Finance	ATTACHMENTS:	Garver Task Order N	o 05	
5 /	STAFF CONTACT:	Sarah Menge, Direct		
smenge@gjairport.com Office: 970-248-8581				



Task order No. 5

to the

Master Agreement

For

Professional Services

Grand Junction Regional Airport Authority Program Manager

Project No. 20A25305



This TASK ORDER ("Task order") is made by and between the **Grand Junction Regional Airport Authority** (hereinafter referred to as "**Authority**") and **Garver**, **LLC**, (hereinafter referred to as "**Garver**") in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on October 21, 2020 (the "Agreement").

Under this Task order, the Authority intends to retain Garver to provide program management consulting services related to capital projects at the Grand Junction Regional Airport. This program involves relocation of the primary commercial service Runway 11/29. The goal of this effort is to relocate the Runway with minimal operational impacts to aircraft users while maximizing FAA grant funding opportunities. This scope consists of two primary portions of work: **Program Refinement and Scheduling** and **FY 2021 Runway Grading and Drainage Construction Coordination**.

Garver will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

SECTION 1 - SCOPE OF SERVICES

- 1.1 Garver shall provide the following Services:
 - 1.1.1 Services related to the development and maintenance of an overall Capital Improvement Plan that can be used to clearly communicate and report project status, project financial data, and timeline of future projects. These services include development of clear list of program constraints and a multi-year Capital Improvement Plan Schedule, coordination with stakeholders, GJRAA staff, the FAA, the design engineers, and the GJRAA Board to Optimize this program to maximize funding opportunities.
 - 1.1.2 Services related to FY 2021 Runway Construction Coordination including quality control audit review, attendance at in-person meetings with GJRAA staff, City of Grand Junction staff, stakeholders, and the FAA as well as grant administration and coordination tasks as needed to facilitate timely project execution.
- 1.2 In addition to those obligations set forth in the Agreement, Authority shall:
 - 1.2.1 Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.
 - 1.2.2 Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Task order.
 - 1.2.3 Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Authority outside of this Agreement, except as otherwise described in the Services under Section 1.1.
 - 1.2.4 Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Authority. Such documents or data will be returned upon completion of the Services or at the request of Authority.
 - 1.2.5 Furnish Garver a current boundary survey with easements of record plotted for the project property.
 - 1.2.6 Pay all plan review and advertising costs in connection with the project.



- 1.2.7 Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as Authority may require.
- 1.2.8 Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.
- 1.2.9 Furnishing Garver a current geotechnical report for the proposed site of construction. Garver will coordinate with the geotechnical consultant, Authority has contracted with, on Authority's behalf for the project specific requested information.

SECTION 2 - PAYMENT

The Authority will pay Garver for Service rendered at the rates shown in <u>Appendix B</u> for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to Garver under this Task order is estimated to be \$386,600. For informational purposes, Garver's hourly rate schedule is included herein with approximate current hourly rates for each employee classification. The rates shown in <u>Appendix B</u> will be increased annually with the first increase effective on or about July 1, 2022.

Expenses other than salary costs that are directly attributable to performance of our Services will be billed as follows:

- 1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
- 2. Direct cost-plus ten percent (10%) for subcontract/subconsultant fees.
- 3. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
- 4. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.

Garver shall provide Authority notice when Garver is within ten percent (10%) of the not-to-exceed amount. In which event, Authority may direct Garver to proceed with the Services up to the not-to-exceed budgetary threshold before ceasing performance of the Services or increase the not-to-exceed amount with notice to Garver. Underruns in any phase may be used to offset overruns in another phase as long as the overall Task order amount is not exceeded. In no event shall the not-to-exceed amount be interpreted as a guarantee the Services can be performed for the not-to-exceed budgetary threshold.

SECTION 3 – APPENDICES

- 3.1 The following Appendices are attached to and made a part of this Task order:
 - 3.1.1 Appendix A Garver Scope of Services
 - 3.1.2 Appendix B Garver Fee Summary

This Task order may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



The effective date of this Task order shall be the last date written below.

Grand J Authorit	lunction Regional Airport y	GARVER, LLC	
Ву:	Signature	By:	
Name:	Printed Name	Name: Printed Name	
Title: _		Title:	
Date: _		Date:	



APPENDIX A

SCOPE OF SERVICES GRAND JUNCTION REGIONAL AIRPORT AUTHORITY ACIP PROGRAM MANAGEMENT FY 2021 RUNWAY GRADING AND DRAINAGE CONSTRUCTION COORDINATION GRAND JUNCTION, COLORADO

2.1 General

Generally, the scope of services includes program management consulting services related to capital projects at the Grand Junction Regional Airport. This program involves relocation of the primary commercial service Runway 11/29. The goal of this effort is to relocate the Runway with minimal operational impacts to aircraft users while maximizing FAA grant funding opportunities. This scope consists of the **Program Refinement and Scheduling** and the **FY 2021 Runway Grading and Drainage Construction Coordination**.

2.2 Program Refinement and Scheduling

Garver will provide services to related to the continuation of the development and advancement of the CIP through coordination with internal and external stakeholders, funding agencies, permitting agencies, and airport staff.

Garver will lead the facilitation of long-term coordination items with the FAA and the City of Grand Junction including FAA ADO and NAVAID Coordination, development of future grant scope limits to minimize operational impacts and maximize funding efficiency.

2.3 FY 2021 Runway Grading and Drainage Construction Coordination

Garver will provide services to support the FY 2021 Runway Grading and Drainage Construction including weekly progress meetings, in-person monthly progress meetings, Auditing FAA submittal documents (airport-funded scope), and attending stakeholder meetings as required throughout the 72 week anticipated timeframe.

Additionally, Garver will work on non-AIP eligible items at the request of the airport on an as-needed basis.

2.4 Project Deliverables

The following will be submitted to the Client, or others as indicated, by Garver:

- 1. Updates to Overall CIP and Schedule
- 2. Construction Audit Review Documents (Airport-funded scope)
- 3. As needed ACIP support documents, SF 271, SF 425 forms, and FAA Reporting Documents.
- 4. Electronic files as requested.

2.5 Extra Work

The following items are not included under this agreement but will be considered as extra work:



- 1. Design of work related to the Runway Program.
- 2. Submittals or deliverables in addition to those listed herein.
- 3. Design of any relocation of utilities.
- 4. Retaining walls or other significant structural design.
- 5. Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to DEQ.
- 6. Construction materials testing.
- 7. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
- 8. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.

Extra Work will be as directed by the Client in writing for an additional fee as agreed upon by the Client and Garver.

2.6 Schedule

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Phase Description	<u>Calendar Days</u>
Program Refinement and Scheduling	As needed
FY 2021 Runway Grading and Drainage Coordination	As needed

Exhibit B

Grand Junction Regional Airport ACIP Program Management FY 2021 Runway Grading and Drainage Construction

FEE SUMMARY

Program Refinement and Scheduling	Estimated Fees		
Program Refinement and Scheduling	\$	85,184.00	
Subtotal for Program Management Initialization	\$	85,184.00	
2021 Runway Construction	Estima	ted Fees	
FY 2021 Grading and Drainage CPS Support	\$	301,416.00	
Subtotal for 2021 Runway Construction	\$	301,416.00	
Total All Services	\$	386,600.00	

Exhibit B

Grand Junction Regional Airport ACIP Program Management FY 2021 Runway Grading and Drainage Construction

PROGRAM REFINEMENT AND SCHEDULING

	1	T			1
WORK TASK DESCRIPTION	E-5	E-3	P-4	P-3	X-2
	hr	hr	hr	hr	hr
ct Management					
istration and Coordination	16				8
tal - Project Management	16	0	0	0	8
lination to Refine Program Constraints					
ination with FAA ADO	16				
ination with GJT Administration	40	24			
ination with GJT regarding operational impacts	4	8			
ination with GJT ATC regarding operational impacts	4	8			
ination with Airlines regarding operational impacts	4	8			
ination with FAA Flight Procedures and Engineering Services	4	16			
tal - Coordination to Refine Program Constraints	72	64	0	0	0
am Refinement					
Cost Estimates/Scheduling for Units of Work	16				
tal - Program Refinement	16	0	0	0	0
am Schedule Development					
Program Schedule with Critical Path and funding milestone	32	36	36		
w Project Schedules and Incorporate into Master Schedule	16	36	12		
tal - Program Schedule Development	48	72	48	0	0
	152	136	48	0	8
	istration and Coordination tal - Project Management ination to Refine Program Constraints ination with FAA ADO ination with GJT Administration ination with GJT arc regarding operational impacts ination with Airlines regarding operational impacts ination with FAA Flight Procedures and Engineering Services tal - Coordination to Refine Program Constraints am Refinement Cost Estimates/Scheduling for Units of Work tal - Program Refinement am Schedule Development Program Schedule with Critical Path and funding milestone of Program Schedule Development Tal - Program Schedule Development Tal - Program Schedule Development	hr Istration and Coordination 16 Ital - Project Management 16 Imation to Refine Program Constraints 16 Ination with FAA ADO 16 Ination with GJT Administration 40 Ination with GJT regarding operational impacts 4 Ination with GJT ATC regarding operational impacts 4 Ination with Airlines regarding operational impacts 4 Ination with FAA Flight Procedures and Engineering Services 4 Ital - Coordination to Refine Program Constraints 72 Image Refinement 72 Image Refinement 16 Image Refinement 16 Image Refinement 17 Image Refinement 17 Image Refinement 18 Image Refinement 19 Image	hr hr istration and Coordination tal - Project Management ination to Refine Program Constraints ination with FAA ADO ination with GJT Administration ination with GJT ATC regarding operational impacts ination with Airlines regarding operational impacts ination with FAA Flight Procedures and Engineering Services tal - Coordination to Refine Program Constraints Tost Estimates/Scheduling for Units of Work tal - Program Refinement Program Schedule Development Program Schedule Development tal - Program Schedule Development Program Schedule Development tal - Program Schedule Development 48 72	hr hr hr tt Management istration and Coordination tal - Project Management ination to Refine Program Constraints nation with FAA ADO nation with GJT Administration nation with GJT regarding operational impacts nation with Airlines regarding operational impacts 4 8 nation with Airlines regarding operational impacts 4 8 nation with Airlines regarding operational impacts 4 16 nation with FAA Flight Procedures and Engineering Services tal - Coordination to Refine Program Constraints 72 64 0 am Refinement Cost Estimates/Scheduling for Units of Work 16 tal - Program Refinement Program Schedule Development Project Schedules and Incorporate into Master Schedule 16 36 12 tal - Program Schedule Development 48 72 48	hr h

SUBTOTAL - SALARIES: \$83,088.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly\$200.00Postage/Freight/Courier\$96.00Office Supplies/Equipment\$50.00Computer Modeling/Software Use\$150.00Travel Costs\$1,600.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$2,096.00

SUBTOTAL: \$85,184.00

TOTAL FEE: \$85,184.00

Exhibit B

Grand Junction Regional Airport ACIP Program Management FY 2021 Runway Grading and Drainage Construction

FY 2021 RUNWAY GRADING AND DRAINAGE COORDINATION

WORK TASK DESCRIPTION	E-5	E-3	E-1	X-2
	hr	hr	hr	hr
1. Project Management				
Administration and Coordination (2 hrs/week for 72 weeks)	90	144		24
Attend Weekly Progress Meetings (1 hr/week for 72 weeks)	72	72		
Attend In-person monthly progress meetings (18 meetings)	180	90		
Audit Material Testing Reports (72 weeks)	36	180		
Audit FAA Reports (72 weeks)	36	72		
Attend Board Meeting (18 meetings)	162	72		
Subtotal - Project Management	576	630	0	24

Hours	576 630	0	24
Salary Costs	\$163,584.00 \$123,480.00	\$0.00	\$2,496.00

SUBTOTAL - SALARIES: \$289,560.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$770.00	
Postage/Freight/Courier	\$86.00	
Office Supplies/Equipment	\$100.00	
Computer Modeling/Software Use	\$100.00	
Travel Costs	\$10,800.00	

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$11,856.00

SUBTOTAL: \$301,416.00

TOTAL FEE: \$301,416.00

Grand Junction Regional Airport Authority Agenda Item Summary

TOPIC:	Mead & Hunt Task Order #7 for FY Grading and Drainage Support				
PURPOSE:	Information 🗆	Guidance □	Decision ⊠		
RECOMMENDATION:	Administration and s	unt Task Order #7 for \$2,33 support services associated wuction project and authorize t	rith the FY 2021 Grading		
SUMMARY:	Mead & Hunt durin project. The services coordinate schedules	esents the engineering service g the grading and drainage to be performed include presonance plans, and contractor bservation; permitting suppovigational aids.	earthwork construction construction services to submittals; construction		
	This project will be funded by the Airport Improvement Program grant AIP 72 which covers 100% of the project costs.				
	the FAA. Additionall Shrewsberry and As	vas reviewed by Garver as the y, the fee was reviewed by of sociates to complete an incolor and negotiations, the fee nes.	Garver and was sent to dependent fee estimate		
REVIEWED BY:	Executive Director ar	nd Legal Counsel			
FISCAL IMPACT:	Total Contract Value - \$2,332,769 FAA funded through AIP grant 72 - \$2,332,769 GJRAA Local Match - \$0				
ATTACHMENTS:	Mead & Hunt Task O	rder #7			
STAFF CONTACT:	Sarah Menge smenge@gjairport.co Office: 970-248-8581				

TASK ORDER #7

TO

PROFESSIONAL SERVICES AGREEMENT

BETWEEN: GRAND JUNCTION REGIONAL AIRPORT AUTHORITY (CLIENT)

GRAND JUNCTION, COLORADO

AND: MEAD & HUNT, INC. (CONSULTANT)

A WISCONSIN CORPORATION

EFFECTIVE DATE: NOVEMBER 2021

RECITALS

This is the seventh Task Order to the Professional Services Agreement dated effective May 16, 2017, between the Client of GRAND JUNCTION REGIONAL AIRPORT AUTHORITY and MEAD & HUNT, INC. The Professional Services Agreement effective May 16, 2017, is referred to herein as the Contract.

The work described in the attached Exhibit A *Scope of Services*, and the corresponding effort and expense described in the attached Exhibit B *Fee Estimate*, will be performed in accordance with the terms identified in the agreement.

The below agreement identifies the work described in Exhibit A, and corresponding fee described in Exhibit B, which is to be performed per this Task Order. The total fee for this Task Order is \$2,332,769.00 consisting of services being performed on a LUMP SUM basis of \$39,074.00, and services being performed on a TIME & EXPENSE basis of \$2,293,695.00. The individual work efforts for Time & Expense tasks will be authorized by the OWNER in advance of services being undertaken.

AGREEMENT

Task 2021-10: FY 2021 Preconstruction Services

Fee: \$39,074.00
Payment Terms: Lump Sum
Expected Completion: February 2022

Task 2021-11: Construction Administration – FY2021 Grading and Drainage – Schedule 1

Fee: \$1,324,276.00

Payment Terms: Time & Expense, Not to Exceed.

Expected Completion: May 2023

Payment Terms: Time & Expense, Not to Exceed. Expected Completion: May 2023 Task 2021-13: Construction Administration – FY2021 Grading and Drainage – Schedule 3 Fee: \$451,846.00 Payment Terms: Time & Expense, Not to Exceed. Expected Completion: May 2023 Task 2021-14: FAA NAVAID Support \$36,063.00 Fee: Payment Terms: Time & Expense, Not to Exceed. Expected Completion: May 2023 Task 2021-15: Permitting Support Fee: \$29,664.00 Payment Terms: Time & Expense, Not to Exceed. Expected Completion: May 2023 APPROVAL AND ACCEPTANCE: Approval and acceptance of the TASK ORDER including any attachments shall incorporate this document as part of the CONTRACT between the OWNER and the CONSULTANT dated May 16, 2017. All work and services defined in this TASK ORDER shall be performed in accordance with the terms and conditions of the aforementioned CONTRACT between the OWNER and CONSULTANT. Accepted by: GRAND JUNCTION REGIONAL Approved by: MEAD & HUNT, INC. AIRPORT AUTHORITY Name: Jeremy K. Lee Title: Title: Vice-President The above person is authorized to sign for Client and bind the Client to the terms hereof.

Task 2021-12: Construction Administration – FY2021 Grading and Drainage – Schedule 2

\$451,846.00

Fee:

EXHIBIT A

Grand Junction Regional Airport

Runway 11/29 Relocation Program

Fiscal Year 2021 Engineering Services

Scope of Services #7

INTRODUCTION

The Grand Junction Regional Airport (GJRA) is a commercial service airport located in western Colorado in Grand Junction, Colorado, adjacent to the Colorado River, and Interstate I-70, approximately 28 miles from the Utah border.

The Program, which extends across multiple years and task orders, involves relocation of the primary commercial service runway 11/29 (RDG D-IV, CAT I ILS, 10,501' x 150'). The goal of this effort is to relocate the runway with minimal impacts to aircraft users including maintaining IFR procedures, Navigational Aids etc. Future runway designation based on magnetic declination variance is 12/30. Design of the Program began in 2017, and construction began in 2018 with elements of design identified to enable the Program moving forward. The Program will continue to be implemented over the next several years utilizing Federal Funding as available.

This scope of services is for construction administration anticipated the FY 2021 Grading and Drainage Package, funded by federal, state, and local grants. It is assumed that multiple crews will be working concurrently across the site including 2.4 million cubic yards of excavation to embankment, development of up to 3 new ponds and revisions to outfalls of 2 existing ponds. Work extends across 2 miles of site including coordination with utilities, existing duct banks, drainage, and airfield navigational aides. Scope is based upon the following project elements:

Bid Schedule 1, Leach C3 and Grading, 240 days to complete

- Existing Detention Ponds Leach-A and Leach-B Stormwater Controls
- Detention Pond Leach-C3 and Associated Stormwater Controls
- Access Road for Pond Leach-C3
- Earthwork, Grading and Associated Drainage Elements

Bid Schedule 2, Grading and Drainage, Concurrent with Schedule 1 and 85 additional days to complete

• Earthwork, Grading and Associated Drainage Elements

<u>Bid Schedule 3</u>, Ranchman A2 and Grading, Concurrent with Schedule 1+2 and 85 additional days to complete,

- Detention Pond Ranchman-A2 and Associated Stormwater Controls
- Access Road for Pond Ranchman-A2
- Earthwork, Grading and Associated Drainage Elements

This scope includes the following tasks:

Task 21-10 Preconstruction Services

Task 21-11 Construction Administration – FY2021 Grading and Drainage – Schedule 1

Task 21-12 Construction Administration – FY2021 Grading and Drainage – Schedule 2

Task 21-13 Construction Administration – FY2021 Grading and Drainage – Schedule 3

Task 21-14 FAA NAVAID Support

Task 21-15 Permitting Support

Assumptions:

- Where this Scope calls for Airport action and information, it is the decision and responsibility of the Airport Executive Director to include and assign effort and responsibility to Airport Staff, Airport Program Manager (GARVER), and stakeholders in mutually agreed upon response times.
- Media inquiries and public records requests will be directed to the Airport Executive Director and will be the responsibility of GJRA.
- The CONSULTANT has access to all existing data developed as part of the conceptual design elements required for the environmental efforts, AGIS survey information, topographical survey, phasing scenarios developed as part of the overall program, the 60% overall design documents, the RTR, 27 ¼ Road and 2019 construction packages.
- Project coordination with all relevant stakeholders is included in various tasks and will be accounted for based on the coordination's need for related deliverables.

This scope of services was developed by Mead & Hunt, hereinafter referred to as "the CONSULTANT," with input from GJRA and FAA.

Level of effort and expense are quantified in the attached Fee Estimate and Schedule. The CONSULTANT will perform and invoice GJRA in the following manner:

- Task 21-10 Preconstruction Services Lump Sum
- Task 21-11 Construction Administration FY2021 Grading and Drainage Schedule 1 Time and Expense
- Task 21-12 Construction Administration FY2021 Grading and Drainage Schedule 2 Time and Expense
- Task 21-13 Construction Administration FY2021 Grading and Drainage Schedule 3 Time and Expense
- Task 21-14 FAA NAVAID Support Time and Expense
- Task 21-15 Permitting Support Time and Expense

TASK 21-10 FY2021 PRECONSTRUCTION SERVICES

Description: A single bid package was prepared under a separate scope of services for construction between June 2022 to November 2023. The previous scope of services consisted of preparing an approximate \$14M civil construction project, for grading, and drainage improvements towards construction of the New Runway Program. This task includes Consultant services in advance of construction.

Methodology: After award and prior to construction beginning in earnest, the Consultant will coordinate with GJRA and Airport's contractor to perform preparations prior to on-site work beginning.

This task has been divided into the following subtasks:

10.1 Pre-Construction Conference

Methodology: Consultant shall arrange for and conduct the pre-construction conference. The project manager and the resident project representative will establish this meeting to review FAA and project specific requirements prior to commencing construction. The meeting will be conducted at GJRA and is expected to include GJRA, FAA - ADO, contractor, subcontractors, and utility companies. This task will include the following:

- Schedule meeting, send invitations, provide meeting materials, and prepare pre-meeting exhibits and materials.
- Obtain and review the project construction schedules from the contractor or contractors prior to presentation at the preconstruction conference. GJRA will be provided with copies of the construction schedules.
- Prior to the pre-construction conference, furnish GJRA with the current effort Resident Project Representative (RPR) qualifications for GJRA approval. RPR as defined in Section 10 (Section 10-18) of the General Provisions.
- Provide the contractor with a list of required submittals that they must provide and discuss at the pre-construction conference.
- Preside at the pre-construction conference, prepare a detailed record of the conference, submit record to GJRA for review and comment, and distribute the final record.

Meetings:

• The Consultant will conduct a pre-construction conference. This meeting will be attended by five (5) consultant/subconsultant staff for two (2) hours and require overnight and air travel for four (4).

Result:

• The Consultant will prepare meeting minutes for each meeting. Minutes will be distributed to attendees and the FAA, if not present.

10.2 Coordinate and Schedule Project Team

Methodology: The Consultant will contact subconsultants and internal team members to establish a preliminary schedule for their activities, arrange for security badging, and discuss access to the site. Subconsultants will be asked to attend the pre-construction conference(s). The Consultant will also coordinate additional meetings and/or site visits with interested parties (FAA, Contractors, subconsultants, etc.) as necessary to facilitate construction startup and minimize potential disruptions to

Airport operations.

Meetings:

• The Consultant will conduct six (6) additional meetings and / or on-site visits with interested parties (FAA, Contractors, subconsultants, utilities, etc.). Meetings will be attended by three (3) staff and will require overnight and air travel for two separate trips.

Result:

• The Consultant will coordinate with subconsultants for staffing and coordination as construction begins.

10.3 Finalize Construction Safety and Phasing Plan

Methodology: The Consultant will finalize the FAA required Construction Safety and Phasing Plan (CSPP) and submit to GJRA and FAA for approval prior to construction. The CSPP for the project is required because of the transition from unrestricted work areas associated with the runway construction packages to the 2020 package which requires work within the AOA. In addition, this CSPP will be coordinated with a new contractor that has not previously worked on the airport.

Meetings:

Teleconferences with GJRA and FAA are included in Task 2.

Result:

Construction Safety and Phasing Plan – Three (3) copies and electronic submittal

10.4 Prepare Project Files

Methodology: The Consultant will verify that the construction contracts are in order, the Contractor has provided proof of insurance, the required bids have been completed, and the Contractor has been provided with adequate copies of the Construction Plans and Specifications. The Construction Plans and Specifications will be updated to include addenda items issued during the bidding process. The quantity sheets, testing sheets, and construction report format will be prepared. The Consultant will prepare Project files and equipment for use in the Field Office.

Meetings:

None

Result:

• Construction Plans and Specifications Set – Eight (8) prints (One (1) full-size and seven (7) half-size sets of Plans; Eight (8) sets of specifications (8 ½" x 11"); One (1) full-sized set of plans in PDF format, one half-sized set of plans in PDF format and One (1) set of specifications in PDF format.

TASK 21-11 CONSTRUCTION ADMINISTRATION – FY2021 GRADING AND DRAINAGE – SCHEDULE 1

Description: Construction administration tasks are organized to allow for one or multiple notices to proceed during the year, pending available funding.

The project is anticipated to be awarded under one new construction contract of either Schedule 1, OR Schedule 1 + 2 + 3.

The Schedule 1 of the project is expected to involve a 240-calendar day (240 total) on-site construction period with a 30-day mobilization period at the onset. Additional schedules awarded may be constructed concurrently but additional durations will be included in separate Tasks.

Bid Schedule 1, Leach C3 and Grading, 240 days to complete

- Existing Detention Ponds Leach-A and Leach-B Stormwater Controls
- Detention Pond Leach-C3 and Associated Stormwater Controls
- Access Road for Pond Leach-C3
- Earthwork, Grading and Associated Drainage Elements

11.1 Construction Administration

The CONSULTANT will provide the construction administration services required for the execution of the contract work by GJRA's chosen contractor. The CONSULTANT will observe the construction progress, and review and recommend for the Contractor's progress payment requests. The CONSULTANT will review and comment on project compliance issues for quality control testing performed by the Contractor. The CONSULTANT project management team will review the project on a weekly basis and will make site visits to monitor construction activities every other week.

The following services are included:

- Monitor construction activities for compliance with plans and specifications
- Provide interpretation of plans and specifications
- Supervise and coordinate subconsultant contracts for field inspection, and testing
- Review shop drawings and contractor submitted certificates for compliance with design concepts
- Review pay estimates and provide explanation of variation between the contract and final quantities
- Review weekly progress reports
- Meet with GJRA for consultation during construction
- Assist Airport with grant tracking and preparation of reimbursement requests
- Schedule and send notifications for the final construction inspection, attend the final construction inspection, and make recommendations for acceptance of work
- Review materials reports prepared in accordance with the Construction Management Plan
- Verify that testing required by the specifications is performed
- Update record drawings during construction from redline and working drawings
- Review payroll reports and monitor contractor's compliance with paying employees, per Davis-

Bacon Act requirements

- Monitor contractor's compliance with Disadvantaged Business Enterprise program
- Prepare FAA Sponsor's Risk Management Plan

Meetings:

- The CONSULTANT will perform thirty (30) site visits through the duration of the project to assist
 with project compliance and related items. The site visit will take place at GJRA and be attended
 by one staff member and require air travel and overnight lodging.
- The CONSULTANT will attend an expected 30 (30) weekly construction meetings either in-person or via phone. On-site meetings will be coordinated with other required site visits and not require travel or lodging. Construction meetings will be attended by two staff and will last two (2) hours.

Each meeting has an additional two (1) hour by two (2) CONSULTANT staff beyond the meeting duration for preparation and summary.

Result:

The CONSULTANT will assist field staff to monitor project progress, compliance, and changes.

11.2 Construction Management

While construction administration will be primarily conducted from the CONSULTANT's home office, construction management will involve on-site services during construction.

This task includes construction management, and construction observation for the duration of the project. One full-time resident project representative (RPR) and one full-time construction observer (CO) will be assigned to this project. The RPR will be on-site to coordinate and schedule staff, answer questions, observe quality control activities, process progress reports and pay requests, and record as-built changes. Additionally, the field staff will monitor compliance with plans and specifications, acquire field measurements, provide entries in the construction diary, assist in pay request processing, and report non-compliance issues to Airport. Weekly pictures required by FAA will be performed by location specific photographs.

Average staffing level are anticipated to be required up to 12 hours per day, five days a week, for 240 calendar days for each staff member. The contract allows for night and weekend efforts which are estimated to be inclusive in the identified effort. Staffing levels will be adjusted based upon level of effort required, including reserve staff to cover overlapping shifts, assist in periods of increased need, and to allow for reasonable working shifts.

The following services will be provided:

- The RPR will maintain a daily diary to record the construction progress. The diary will be made available to GJRA upon request. The project diary will include weather conditions and temperature, job site conditions, work in progress and general location, equipment in use (including types and numbers), contractor and subcontractor work force and hours worked, materials delivered, any instructions to contractor, record of principal visitors, record of telephone conversations and any verbal instructions received and authorizations granted, quality assurance tests performed and results, engineering field force and hours worked, and delays to construction and the reason for delays. The diary may be in a bound book of good quality that is easy to handle and carry and may be held in multiple volumes due to the scale of this effort.
- Quality assurance topographical survey is planned on an on-call basis to verify construction survey

layout concerns of work completed by the Contractor in accordance with "General Requirements and Covenants for Airport Construction" Section 50-06. CONSULTANT will provide verification survey and supplemental design survey in accordance with the plans and specifications. <u>A total of 240 hours of a two-person survey crew is included for this effort.</u>

- Observe construction activities for compliance with plans and specifications.
- The RPR will notify the contractor of failure of the work and/or materials to conform to the requirements of the contract, plans, or specifications. The RPR may reject nonconforming materials and will notify the contractor to suspend work in question, until such issues can be referred to GJRA and FAA for a decision.
- Prepare change orders which include a cost estimate, cost/price analysis and record of negotiations. CONSULTANT will prepare and negotiate interpretations and clarifications, additions, and deletions to change orders, and supplemental agreements as required. CONSULTANT will submit copies to Airport and the FAA for approval and signature before proceeding with the work. Additional design is not included in this scope.
- CONSULTANT will evaluate and determine the acceptability of substitute materials and equipment proposed by the contractor. CONSULTANT will evaluate the contractor's suggestions on drawing and specification modification and report those suggestions to GJRA and the FAA.
- CONSULTANT will furnish GJRA and FAA with weekly construction progress and periodic inspection reports, including relevant photos.
- CONSULTANT will review contractor's weekly submitted payrolls for compliance with Federal and State law on classification and wage rates; check and submit reports on shop drawings and construction submittals; and prepare and maintain records of construction progress.
- CONSULTANT will receive from contractor and review the required schedules, guarantees, bonds, inspection certificates, tests, and approvals.
- CONSULTANT will determine the amount owed to the contractor and will recommend those
 payment amounts in writing to the contractor. CONSULTANT will submit periodic payment
 recommendations to GJRA for concurrence. The payment recommendations will demonstrate
 that work has progressed to the point indicated for payment and that, to the CONSULTANT's
 knowledge, information, and belief, the quality of such work is in accordance with the contract
 documents. CONSULTANT will make payment recommendations from information that is
 gathered during on-site visits, provided by the contractor, reviewed from payment applications
 and accompanying data and schedules, and measured in the field.
- CONSULTANT will conduct an inspection to determine if the work is completed and ready for final
 acceptance. After consultation with GJRA, the CONSULTANT will furnish the contractor with a list
 of items that were observed and require completion and correction.
- When the project is complete and ready for final acceptance, the CONSULTANT will arrange for inspection of the finished work by the FAA, Airport, contractor, and CONSULTANT. After final inspection and acceptance, the CONSULTANT will prepare and submit the final cost estimate for the work to GJRA.
- CONSULTANT will monitor the contractor's compliance to the project plans and specifications.
- CONSULTANT will monitor the contractor's compliance with the Construction Safety and Phasing Plan and bring non-compliance issues to the attention of the contractor.

- CONSULTANT will establish and conduct weekly construction progress meetings with the
 contractor to discuss issues such as safety, airfield security, schedules, runway and taxiway
 closures, environmental, material submittals, mix design approvals, field directives, request for
 information, contract change orders, quality control and assurance, and other items as
 appropriate.
- CONSULTANT will perform construction quality assurance testing in accordance with plans and specifications.

Meetings:

Meetings will be conducted as needed throughout the construction period and are not separately
quantified. These meetings, inclusive in the overall time above include weekly construction
meetings, teleconferences with the Airport, Engineer of Record, and coordination with Quality
Assurance and Survey team members.

Result:

 The RPR will be on-site to coordinate and schedule staff, answer questions, observe quality control activities, process progress reports and pay requests, and record as-built changes. The field staff will monitor compliance with plans and specifications, acquire field measurements, provide entries in the construction diary, assist in pay request processing, report non-compliance issues to Airport, and record as-built changes.

11.3 Construction Stormwater Monitoring Permitting

Methodology: State and local permitting requires an individual for Quality Assurance for compliance, including inspections and record keeping. The CONSULTANT shall provide a CDOT certified Transportation Erosion Control Supervisor or equivalent to monitor the CSWMP for the program administered by the contractor.

Meetings:

• The CSWMP program monitoring specialist will attend every other construction meeting and perform inspections as required for permit requirements including after each storm event.

Result:

- Review CSWMP
- Weekly/post rainfall inspections including report to include review of discharge points, perimeter controls, sediment controls, and not overall pollution prevention and housekeeping practices.
- Digital photos as necessary to include BMP's problems identified, and progress in implement the CSWMP.

11.4 Construction Quality Assurance Testing

Methodology: Quality Assurance testing will be performed for the elements to be constructed in the project. One quality assurance CONSULTANT representative will be on-site as required to meet specifications. The CONSULTANT will review the following areas for general conformity in accordance with the approved plans and specifications for items identified as "Acceptance" testing. One full-time tester will be assigned to this project. One Geotechnical Engineer will be available to support review of results and Geotechnical recommendations. The field staff will monitor compliance with plans and specifications, acquire field measurements, provide entries in testing summary log, and report non-compliance issues to RPR. A certified geotechnical laboratory will be utilized to supervise the following

field and laboratory efforts:

- P-152 Unclassified Excavation
 - Monitor Construction of Select Embankment Zones and Test Sections for compliance with Geotechnical recommendations
 - One compaction test per 1000 square yards per 8" lift
 - Proof rolling
- P-610 Structural Portland Cement Concrete
 - o Testing per ASTM C172, C31, C39

Meetings:

 Meetings will be held as required to discuss test results and verify that results not meeting the specifications are resolved and at a minimum involve attendance at the weekly construction meetings.

Result:

 Quality Assurance testing will be performed and compiled in accordance with the specifications and reported following FAA NWMR construction closeout requirements.

11.5 Post-Construction Services

As the on-site construction ends, the CONSULTANT will assist GJRA with necessary efforts to verify conformance with plans and specifications and document the project.

The following services are required for post construction activities:

- Complete Final Inspection and Documentation
- Prepare As-Built Plans, Equipment Manuals, Materials Book
- Airport Layout Plan updates will not be completed

Meetings:

• The CONSULTANT will perform one (1) site visit for the final inspection and confirmation of completion of punch list items. The site visit will take place at GJRA and be attended by two (2) staff and require air travel and overnight lodging.

The meeting has an additional two (2) hours by two (2) CONSULTANT staff beyond the meeting duration for preparation and summary.

Result:

Final Inspection

CONSULTANT will schedule and conduct a final inspection with GJRA, contractor, and FAA representatives to determine whether the project has reached substantial completion and verify that the work is in accordance with the plans and specifications. The CONSULTANT will document items found to be deficient and will provide the contractor a Final Punch List of those items.

Final Punch List

CONSULTANT will prepare a punch list correspondence to include the deficient items and will forward the correspondence to the contractor. The correspondence will state the items in need

of correction and will request a schedule for completion. CONSULTANT will send a copy to GJRA and include an additional copy in the project closeout report.

Record Drawings

CONSULTANT will assemble the as-built plans and survey provided by the contractor. The as-built plans will specify field constructed conditions, such as field surveying required to compute final quantities. Drawings will become record information. The CONSULTANT will provide GJRA Record Drawings in both PDF and hardcopy format. Working files utilized to generate record documents will be available upon request.

• Closeout Report

CONSULTANT will prepare closeout documentation to include in the Closeout Report prepared for Schedule 1.

Materials Book

CONSULTANT will assemble the materials quality book for the project. The materials book will include an accounting for all quality acceptance testing performed as part of this project. This will include a summary of passing tests, as well as failing tests and corrective measures taken to achieve satisfactory results. The Airport will receive both a PDF and hardcopy format of these documents.

• Airport Geographic Information Systems (AGIS) will not be updated.

11.6 Closeout Report

Methodology: Upon completion of construction efforts associated with the project, a closeout report will be prepared documenting the competed activities according to associated grant funding for Schedule 1. The CONSULTANT will prepare a final closeout report prepared in accordance with 620-05: STANDARD HANDOUT FOR FINAL REPORTS provided by the Northwest Mountain Region.

Meetings:

• The CONSULTANT will perform two (2) closeout report review call.

The meeting has an additional two (2) hours by two (2) CONSULTANT staff beyond the meeting duration for preparation and summary.

Result:

Closeout Report

TASK 21-12 CONSTRUCTION ADMINISTRATION – FY2021 GRADING AND DRAINAGE – SCHEDULE 2

Description: Construction administration tasks are organized to allow for one or multiple notices to proceed during the year, pending available funding.

The project is anticipated to be awarded under one new construction contract of either Schedule 1, OR Schedule 1 + 2 + 3.

The Schedule 2 of the project is expected to increase the on-site construction period by 85 additional calendar days (325 total).

Bid Schedule 2, Grading and Drainage, Concurrent with Schedule 1 and 85 additional days to complete

• Earthwork, Grading and Associated Drainage Elements

12.1 Construction Administration

The CONSULTANT will provide the construction administration services required for the execution of the contract work by GJRA's chosen contractor. The CONSULTANT will observe the construction progress, and review and recommend for the Contractor's progress payment requests. The CONSULTANT will review and comment on project compliance issues for quality control testing performed by the Contractor. The CONSULTANT project management team will review the project on a weekly basis and will make site visits to monitor construction activities every other week.

The following services are included:

- Monitor construction activities for compliance with plans and specifications
- Provide interpretation of plans and specifications
- Supervise and coordinate subconsultant contracts for field inspection, and testing
- Review shop drawings and contractor submitted certificates for compliance with design concepts
- Review pay estimates and provide explanation of variation between the contract and final quantities
- Review weekly progress reports
- Meet with GJRA for consultation during construction
- Assist Airport with grant tracking and preparation of reimbursement requests
- Schedule and send notifications for the final construction inspection, attend the final construction inspection, and make recommendations for acceptance of work
- Review materials reports prepared in accordance with the Construction Management Plan
- Verify that testing required by the specifications is performed
- Update record drawings during construction from redline and working drawings
- Review payroll reports and monitor contractor's compliance with paying employees, per Davis-Bacon Act requirements
- Monitor contractor's compliance with Disadvantaged Business Enterprise program
- Prepare FAA Sponsor's Risk Management Plan

Meetings:

- The CONSULTANT will perform thirty (30) site visits through the duration of the project to assist
 with project compliance and related items. The site visit will take place at GJRA and be attended
 by one staff member and require air travel and overnight lodging.
- The CONSULTANT will attend an expected 30 (30) weekly construction meetings either in-person
 or via phone. On-site meetings will be coordinated with other required site visits and not require
 travel or lodging. Construction meetings will be attended by two staff and will last two (2) hours.

Each meeting has an additional two (1) hour by two (2) CONSULTANT staff beyond the meeting duration for preparation and summary.

Result:

• The CONSULTANT will assist field staff to monitor project progress, compliance, and changes.

12.2 Construction Management

While construction administration will be primarily conducted from the CONSULTANT's home office, construction management will involve on-site services during construction.

This task includes construction management, and construction observation for the duration of the project. One full-time resident project representative (RPR) and one full-time construction observer (CO) will be assigned to this project. The RPR will be on-site to coordinate and schedule staff, answer questions, observe quality control activities, process progress reports and pay requests, and record as-built changes. Additionally, the field staff will monitor compliance with plans and specifications, acquire field measurements, provide entries in the construction diary, assist in pay request processing, and report non-compliance issues to Airport. Weekly pictures required by FAA will be performed by location specific photographs.

Average staffing level are anticipated to be required up to 12 hours per day, five days a week, for 85 calendar days for each staff member. The contract allows for night and weekend efforts which are estimated to be inclusive in the identified effort. Staffing levels will be adjusted based upon level of effort required, including reserve staff to cover overlapping shifts, assist in periods of increased need, and to allow for reasonable working shifts.

The following services will be provided:

- The RPR will maintain a daily diary to record the construction progress. The diary will be made available to GJRA upon request. The project diary will include weather conditions and temperature, job site conditions, work in progress and general location, equipment in use (including types and numbers), contractor and subcontractor work force and hours worked, materials delivered, any instructions to contractor, record of principal visitors, record of telephone conversations and any verbal instructions received and authorizations granted, quality assurance tests performed and results, engineering field force and hours worked, and delays to construction and the reason for delays. The diary may be in a bound book of good quality that is easy to handle and carry and may be held in multiple volumes due to the scale of this effort.
- Quality assurance topographical survey is planned on an on-call basis to verify construction survey layout concerns of work completed by the Contractor in accordance with "General Requirements and Covenants for Airport Construction" Section 50-06. CONSULTANT will provide verification survey and supplemental design survey in accordance with the plans and specifications. <u>A total of</u> 100 hours of a two-person survey crew is included for this effort.
- Observe construction activities for compliance with plans and specifications.

- The RPR will notify the contractor of failure of the work and/or materials to conform to the requirements of the contract, plans, or specifications. The RPR may reject nonconforming materials and will notify the contractor to suspend work in question, until such issues can be referred to GJRA and FAA for a decision.
- Prepare change orders which include a cost estimate, cost/price analysis and record of negotiations. CONSULTANT will prepare and negotiate interpretations and clarifications, additions, and deletions to change orders, and supplemental agreements as required. CONSULTANT will submit copies to Airport and the FAA for approval and signature before proceeding with the work. Additional design is not included in this scope.
- CONSULTANT will evaluate and determine the acceptability of substitute materials and equipment proposed by the contractor. CONSULTANT will evaluate the contractor's suggestions on drawing and specification modification and report those suggestions to GJRA and the FAA.
- CONSULTANT will furnish GJRA and FAA with weekly construction progress and periodic inspection reports, including relevant photos.
- CONSULTANT will review contractor's weekly submitted payrolls for compliance with Federal and State law on classification and wage rates; check and submit reports on shop drawings and construction submittals; and prepare and maintain records of construction progress.
- CONSULTANT will receive from contractor and review the required schedules, guarantees, bonds, inspection certificates, tests, and approvals.
- CONSULTANT will determine the amount owed to the contractor and will recommend those payment amounts in writing to the contractor. CONSULTANT will submit periodic payment recommendations to GJRA for concurrence. The payment recommendations will demonstrate that work has progressed to the point indicated for payment and that, to the CONSULTANT's knowledge, information, and belief, the quality of such work is in accordance with the contract documents. CONSULTANT will make payment recommendations from information that is gathered during on-site visits, provided by the contractor, reviewed from payment applications and accompanying data and schedules, and measured in the field.
- CONSULTANT will conduct an inspection to determine if the work is completed and ready for final acceptance. After consultation with GJRA, the CONSULTANT will furnish the contractor with a list of items that were observed and require completion and correction.
- When the project is complete and ready for final acceptance, the CONSULTANT will arrange for inspection of the finished work by the FAA, Airport, contractor, and CONSULTANT. After final inspection and acceptance, the CONSULTANT will prepare and submit the final cost estimate for the work to GJRA.
- CONSULTANT will monitor the contractor's compliance to the project plans and specifications.
- CONSULTANT will monitor the contractor's compliance with the Construction Safety and Phasing Plan and bring non-compliance issues to the attention of the contractor.
- CONSULTANT will establish and conduct weekly construction progress meetings with the
 contractor to discuss issues such as safety, airfield security, schedules, runway and taxiway
 closures, environmental, material submittals, mix design approvals, field directives, request for
 information, contract change orders, quality control and assurance, and other items as
 appropriate.

 CONSULTANT will perform construction quality assurance testing in accordance with plans and specifications.

Meetings:

Meetings will be conducted as needed throughout the construction period and are not separately
quantified. These meetings, inclusive in the overall time above include weekly construction
meetings, teleconferences with the Airport, Engineer of Record, and coordination with Quality
Assurance and Survey team members.

Result:

 The RPR will be on-site to coordinate and schedule staff, answer questions, observe quality control activities, process progress reports and pay requests, and record as-built changes. The field staff will monitor compliance with plans and specifications, acquire field measurements, provide entries in the construction diary, assist in pay request processing, report non-compliance issues to Airport, and record as-built changes.

12.3 Construction Stormwater Monitoring Permitting

Methodology: State and local permitting requires an individual for Quality Assurance for compliance, including inspections and record keeping. The CONSULTANT shall provide a CDOT certified Transportation Erosion Control Supervisor or equivalent to monitor the CSWMP for the program administered by the contractor.

Meetings:

• The CSWMP program monitoring specialist will attend every other construction meeting and perform inspections as required for permit requirements including after each storm event.

Result:

- Review CSWMP
- Weekly/post rainfall inspections including report to include review of discharge points, perimeter controls, sediment controls, and not overall pollution prevention and housekeeping practices.
- Digital photos as necessary to include BMP's problems identified, and progress in implement the CSWMP.

12.4 Construction Quality Assurance Testing

Methodology: Quality Assurance testing will be performed for the elements to be constructed in the project. One quality assurance CONSULTANT representative will be on-site as required to meet specifications. The CONSULTANT will review the following areas for general conformity in accordance with the approved plans and specifications for items identified as "Acceptance" testing. One full-time tester will be assigned to this project. One Geotechnical Engineer will be available to support review of results and Geotechnical recommendations. The field staff will monitor compliance with plans and specifications, acquire field measurements, provide entries in testing summary log, and report non-compliance issues to RPR. A certified geotechnical laboratory will be utilized to supervise the following field and laboratory efforts:

- P-152 Unclassified Excavation
 - Monitor Construction of Select Embankment Zones and Test Sections for compliance with Geotechnical recommendations

- One compaction test per 1000 square yards per 8" lift
- Proof rolling
- P-610 Structural Portland Cement Concrete
 - o Testing per ASTM C172, C31, C39

Meetings:

 Meetings will be held as required to discuss test results and verify that results not meeting the specifications are resolved and at a minimum involve attendance at the weekly construction meetings.

Result:

• Quality Assurance testing will be performed and compiled in accordance with the specifications and reported following FAA NWMR construction closeout requirements.

12.5 Post-Construction Services

As the on-site construction ends, the CONSULTANT will assist GJRA with necessary efforts to verify conformance with plans and specifications and document the project.

The following services are required for post construction activities:

- Complete Final Inspection and Documentation
- Prepare As-Built Plans, Equipment Manuals, Materials Book
- Airport Layout Plan updates will not be completed

Meetings:

• The CONSULTANT will perform one (1) site visit for the final inspection and confirmation of completion of punch list items. The site visit will take place at GJRA and be attended by two (2) staff and require air travel and overnight lodging.

The meeting has an additional two (2) hours by two (2) CONSULTANT staff beyond the meeting duration for preparation and summary.

Result:

Final Inspection

CONSULTANT will schedule and conduct a final inspection with GJRA, contractor, and FAA representatives to determine whether the project has reached substantial completion and verify that the work is in accordance with the plans and specifications. The CONSULTANT will document items found to be deficient and will provide the contractor a Final Punch List of those items.

Final Punch List

CONSULTANT will prepare a punch list correspondence to include the deficient items and will forward the correspondence to the contractor. The correspondence will state the items in need of correction and will request a schedule for completion. CONSULTANT will send a copy to GJRA and include an additional copy in the project closeout report.

Record Drawings

CONSULTANT will assemble the as-built plans and survey provided by the contractor. The as-built

plans will specify field constructed conditions, such as field surveying required to compute final quantities. Drawings will become record information. The CONSULTANT will provide GJRA Record Drawings in both PDF and hardcopy format. Working files utilized to generate record documents will be available upon request.

Closeout Report

CONSULTANT will prepare closeout documentation to include in the Closeout Report prepared for Schedule 2.

Materials Book

CONSULTANT will assemble the materials quality book for the project. The materials book will include an accounting for all quality acceptance testing performed as part of this project. This will include a summary of passing tests, as well as failing tests and corrective measures taken to achieve satisfactory results. The Airport will receive both a PDF and hardcopy format of these documents.

Airport Geographic Information Systems (AGIS) will not be updated.

12.6 Closeout Report

Methodology: Upon completion of construction efforts associated with the project, a closeout report will be prepared documenting the competed activities according to associated grant funding for Schedule 2. The CONSULTANT will prepare a final closeout report prepared in accordance with 620-05: STANDARD HANDOUT FOR FINAL REPORTS provided by the Northwest Mountain Region.

Meetings:

Meetings included in Task 11.6.

Result:

• Closeout Report

TASK 21-13 CONSTRUCTION ADMINISTRATION - FY2021 GRADING AND DRAINAGE - SCHEDULE 3

Description: Construction administration tasks are organized to allow for one or multiple notices to proceed during the year, pending available funding.

The project is anticipated to be awarded under one new construction contract of either Schedule 1, OR Schedule 1 + 2 + 3.

The Schedule 3 of the project is expected to increase the on-site construction period by 85 additional calendar days (410 total).

<u>Bid Schedule 3</u>, Ranchman A2 and Grading, Concurrent with Schedule 1+2 and 85 additional days to complete,

- Detention Pond Ranchman-A2 and Associated Stormwater Controls
- Access Road for Pond Ranchman-A2
- Earthwork, Grading and Associated Drainage Element

13.1 Construction Administration

The CONSULTANT will provide the construction administration services required for the execution of the contract work by GJRA's chosen contractor. The CONSULTANT will observe the construction progress, and review and recommend for the Contractor's progress payment requests. The CONSULTANT will review and comment on project compliance issues for quality control testing performed by the Contractor. The CONSULTANT project management team will review the project on a weekly basis and will make site visits to monitor construction activities every other week.

The following services are included:

- Monitor construction activities for compliance with plans and specifications
- Provide interpretation of plans and specifications
- Supervise and coordinate subconsultant contracts for field inspection, and testing
- Review shop drawings and contractor submitted certificates for compliance with design concepts
- Review pay estimates and provide explanation of variation between the contract and final quantities
- Review weekly progress reports
- Meet with GJRA for consultation during construction
- Assist Airport with grant tracking and preparation of reimbursement requests
- Schedule and send notifications for the final construction inspection, attend the final construction inspection, and make recommendations for acceptance of work
- Review materials reports prepared in accordance with the Construction Management Plan
- Verify that testing required by the specifications is performed
- Update record drawings during construction from redline and working drawings
- Review payroll reports and monitor contractor's compliance with paying employees, per Davis-Bacon Act requirements

- Monitor contractor's compliance with Disadvantaged Business Enterprise program
- Prepare FAA Sponsor's Risk Management Plan

Meetings:

- The CONSULTANT will perform thirty (30) site visits through the duration of the project to assist
 with project compliance and related items. The site visit will take place at GJRA and be attended
 by one staff member and require air travel and overnight lodging.
- The CONSULTANT will attend an expected 30 (30) weekly construction meetings either in-person or via phone. On-site meetings will be coordinated with other required site visits and not require travel or lodging. Construction meetings will be attended by two staff and will last two (2) hours.

Each meeting has an additional two (1) hour by two (2) CONSULTANT staff beyond the meeting duration for preparation and summary.

Result:

The CONSULTANT will assist field staff to monitor project progress, compliance, and changes.

13.2 Construction Management

While construction administration will be primarily conducted from the CONSULTANT's home office, construction management will involve on-site services during construction.

This task includes construction management, and construction observation for the duration of the project. One full-time resident project representative (RPR) and one full-time construction observer (CO) will be assigned to this project. The RPR will be on-site to coordinate and schedule staff, answer questions, observe quality control activities, process progress reports and pay requests, and record as-built changes. Additionally, the field staff will monitor compliance with plans and specifications, acquire field measurements, provide entries in the construction diary, assist in pay request processing, and report non-compliance issues to Airport. Weekly pictures required by FAA will be performed by location specific photographs.

Average staffing level are anticipated to be required up to 12 hours per day, five days a week, for 85 calendar days for each staff member. The contract allows for night and weekend efforts which are estimated to be inclusive in the identified effort. Staffing levels will be adjusted based upon level of effort required, including reserve staff to cover overlapping shifts, assist in periods of increased need, and to allow for reasonable working shifts.

The following services will be provided:

- The RPR will maintain a daily diary to record the construction progress. The diary will be made available to GJRA upon request. The project diary will include weather conditions and temperature, job site conditions, work in progress and general location, equipment in use (including types and numbers), contractor and subcontractor work force and hours worked, materials delivered, any instructions to contractor, record of principal visitors, record of telephone conversations and any verbal instructions received and authorizations granted, quality assurance tests performed and results, engineering field force and hours worked, and delays to construction and the reason for delays. The diary may be in a bound book of good quality that is easy to handle and carry and may be held in multiple volumes due to the scale of this effort.
- Quality assurance topographical survey is planned on an on-call basis to verify construction survey layout concerns of work completed by the Contractor in accordance with "General Requirements

and Covenants for Airport Construction" Section 50-06. CONSULTANT will provide verification survey and supplemental design survey in accordance with the plans and specifications. <u>A total of</u> 100 hours of a two-person survey crew is included for this effort.

- Observe construction activities for compliance with plans and specifications.
- The RPR will notify the contractor of failure of the work and/or materials to conform to the
 requirements of the contract, plans, or specifications. The RPR may reject nonconforming
 materials and will notify the contractor to suspend work in question, until such issues can be
 referred to GJRA and FAA for a decision.
- Prepare change orders which include a cost estimate, cost/price analysis and record of negotiations. CONSULTANT will prepare and negotiate interpretations and clarifications, additions, and deletions to change orders, and supplemental agreements as required. CONSULTANT will submit copies to Airport and the FAA for approval and signature before proceeding with the work. Additional design is not included in this scope.
- CONSULTANT will evaluate and determine the acceptability of substitute materials and equipment proposed by the contractor. CONSULTANT will evaluate the contractor's suggestions on drawing and specification modification and report those suggestions to GJRA and the FAA.
- CONSULTANT will furnish GJRA and FAA with weekly construction progress and periodic inspection reports, including relevant photos.
- CONSULTANT will review contractor's weekly submitted payrolls for compliance with Federal and State law on classification and wage rates; check and submit reports on shop drawings and construction submittals; and prepare and maintain records of construction progress.
- CONSULTANT will receive from contractor and review the required schedules, guarantees, bonds, inspection certificates, tests, and approvals.
- CONSULTANT will determine the amount owed to the contractor and will recommend those
 payment amounts in writing to the contractor. CONSULTANT will submit periodic payment
 recommendations to GJRA for concurrence. The payment recommendations will demonstrate
 that work has progressed to the point indicated for payment and that, to the CONSULTANT's
 knowledge, information, and belief, the quality of such work is in accordance with the contract
 documents. CONSULTANT will make payment recommendations from information that is
 gathered during on-site visits, provided by the contractor, reviewed from payment applications
 and accompanying data and schedules, and measured in the field.
- CONSULTANT will conduct an inspection to determine if the work is completed and ready for final acceptance. After consultation with GJRA, the CONSULTANT will furnish the contractor with a list of items that were observed and require completion and correction.
- When the project is complete and ready for final acceptance, the CONSULTANT will arrange for inspection of the finished work by the FAA, Airport, contractor, and CONSULTANT. After final inspection and acceptance, the CONSULTANT will prepare and submit the final cost estimate for the work to GJRA.
- CONSULTANT will monitor the contractor's compliance to the project plans and specifications.
- CONSULTANT will monitor the contractor's compliance with the Construction Safety and Phasing Plan and bring non-compliance issues to the attention of the contractor.

- CONSULTANT will establish and conduct weekly construction progress meetings with the
 contractor to discuss issues such as safety, airfield security, schedules, runway and taxiway
 closures, environmental, material submittals, mix design approvals, field directives, request for
 information, contract change orders, quality control and assurance, and other items as
 appropriate.
- CONSULTANT will perform construction quality assurance testing in accordance with plans and specifications.

Meetings:

Meetings will be conducted as needed throughout the construction period and are not separately
quantified. These meetings, inclusive in the overall time above include weekly construction
meetings, teleconferences with the Airport, Engineer of Record, and coordination with Quality
Assurance and Survey team members.

Result:

The RPR will be on-site to coordinate and schedule staff, answer questions, observe quality
control activities, process progress reports and pay requests, and record as-built changes. The
field staff will monitor compliance with plans and specifications, acquire field measurements,
provide entries in the construction diary, assist in pay request processing, report non-compliance
issues to Airport, and record as-built changes.

13.3 Construction Stormwater Monitoring Permitting

Methodology: State and local permitting requires an individual for Quality Assurance for compliance, including inspections and record keeping. The CONSULTANT shall provide a CDOT certified Transportation Erosion Control Supervisor or equivalent to monitor the CSWMP for the program administered by the contractor.

Meetings:

• The CSWMP program monitoring specialist will attend every other construction meeting and perform inspections as required for permit requirements including after each storm event.

Result:

- Review CSWMP
- Weekly/post rainfall inspections including report to include review of discharge points, perimeter controls, sediment controls, and not overall pollution prevention and housekeeping practices.
- Digital photos as necessary to include BMP's problems identified, and progress in implement the CSWMP.

13.4 Construction Quality Assurance Testing

Methodology: Quality Assurance testing will be performed for the elements to be constructed in the project. One quality assurance CONSULTANT representative will be on-site as required to meet specifications. The CONSULTANT will review the following areas for general conformity in accordance with the approved plans and specifications for items identified as "Acceptance" testing. One full-time tester will be assigned to this project. One Geotechnical Engineer will be available to support review of results and Geotechnical recommendations. The field staff will monitor compliance with plans and specifications, acquire field measurements, provide entries in testing summary log, and report non-compliance issues to RPR. A certified geotechnical laboratory will be utilized to supervise the following

field and laboratory efforts:

- P-152 Unclassified Excavation
 - Monitor Construction of Select Embankment Zones and Test Sections for compliance with Geotechnical recommendations
 - One compaction test per 1000 square yards per 8" lift
 - Proof rolling
- P-610 Structural Portland Cement Concrete
 - o Testing per ASTM C172, C31, C39

Meetings:

 Meetings will be held as required to discuss test results and verify that results not meeting the specifications are resolved and at a minimum involve attendance at the weekly construction meetings.

Result:

• Quality Assurance testing will be performed and compiled in accordance with the specifications and reported following FAA NWMR construction closeout requirements.

13.5 Post-Construction Services

As the on-site construction ends, the CONSULTANT will assist GJRA with necessary efforts to verify conformance with plans and specifications and document the project.

The following services are required for post construction activities:

- Complete Final Inspection and Documentation
- Prepare As-Built Plans, Equipment Manuals, Materials Book
- Airport Layout Plan updates will not be completed

Meetings:

• The CONSULTANT will perform one (1) site visit for the final inspection and confirmation of completion of punch list items. The site visit will take place at GJRA and be attended by two (2) staff and require air travel and overnight lodging.

The meeting has an additional two (2) hours by two (2) CONSULTANT staff beyond the meeting duration for preparation and summary.

Result:

Final Inspection

CONSULTANT will schedule and conduct a final inspection with GJRA, contractor, and FAA representatives to determine whether the project has reached substantial completion and verify that the work is in accordance with the plans and specifications. The CONSULTANT will document items found to be deficient and will provide the contractor a Final Punch List of those items.

Final Punch List

CONSULTANT will prepare a punch list correspondence to include the deficient items and will forward the correspondence to the contractor. The correspondence will state the items in need

of correction and will request a schedule for completion. CONSULTANT will send a copy to GJRA and include an additional copy in the project closeout report.

Record Drawings

CONSULTANT will assemble the as-built plans and survey provided by the contractor. The as-built plans will specify field constructed conditions, such as field surveying required to compute final quantities. Drawings will become record information. The CONSULTANT will provide GJRA Record Drawings in both PDF and hardcopy format. Working files utilized to generate record documents will be available upon request.

• Closeout Report

CONSULTANT will prepare closeout documentation to include in the Closeout Report prepared for Schedule 3.

Materials Book

CONSULTANT will assemble the materials quality book for the project. The materials book will include an accounting for all quality acceptance testing performed as part of this project. This will include a summary of passing tests, as well as failing tests and corrective measures taken to achieve satisfactory results. The Airport will receive both a PDF and hardcopy format of these documents.

Airport Geographic Information Systems (AGIS) will not be updated.

13.6 Closeout Report

Methodology: Upon completion of construction efforts associated with the project, a closeout report will be prepared documenting the competed activities according to associated grant funding for Schedule 3. The CONSULTANT will prepare a final closeout report prepared in accordance with 620-05: STANDARD HANDOUT FOR FINAL REPORTS provided by the Northwest Mountain Region.

Meetings:

Meetings included in Task 11.6.

Result:

Closeout Report

TASK 21-14 FAA NAVAID SUPPORT

Description: The purpose of this task is to continue to support the NAVAID portion of the overall program's strategic direction and facilitate communication between GJRA, FAA Airport tenants and the CONSULTANT. Topics requiring coordination include overall program schedule, confirmation of FAA intentions for existing and future navigational aids, confirmation of airline NAVAID needs, soliciting and reconciling input on design elements such as power and communications facilities, requesting and reconciling inputs on preliminary approach procedure development, and other related topics. This will be accomplished through scheduled coordination meetings including GJRA, FAA Denver Airports District Office, FAA Air Traffic Organization, GJRA Air Service Tenants, and CONSULTANT.

14.1 FAA NAVAID Support

Methodology: The CONSULTANT will organize FAA briefings to take place on teleconferences and inperson meetings. The CONSULTANT will organize in-person meetings to discuss key project milestones.

Meetings:

- The CONSULTANT will participate in twelve (12) teleconferences with the FAA, which will take place on a monthly basis, be attended by two (2) staff, and last one (1) hour.
- The CONSULTANT will attend up to three (3) in-person meetings with FAA and GJRA to discuss approach and departure procedure, and NAVAID design and development. Meetings will take place at the Grand Junction Regional Airport, and/or the FAA's Seattle Regional office and be attended by up to two (2) staff. Meetings will last for up to three (3) hours.

Each meeting has an additional two (2) hours by two (2) CONSULTANT staff beyond the meeting duration for preparation and summary.

Result:

• CONSULTANT will prepare and distribute summaries to CONSULTANT Team, Airport and FAA.

TASK 21-15 PERMITTING SUPPORT

Description: The purpose of this task is to continue to support the ongoing airport and project permits with development of documentation for submittal by the airport and contractors. Topics requiring coordination include overall program schedule. This will be accomplished through scheduled coordination with agencies including GJRA, City of Grand Junction, Mesa County, Colorado Division of Water Resources (Dam Safety), and CONSULTANT.

15.1 Permitting Support

Methodology: The CONSULTANT will organize documents to support permit requirements documentation submittals and participate in coordination meetings with airport and permitting agencies. Project permits to be supported include:

- City of Grand Junction Drainage Permit and State of Colorado Stormwater Detention and Infiltration Facility online portal
- Mesa County Construction Stormwater Permit
- Colorado State Erosion Control Dam Permits
- United States Army Corps of Engineers (USACE) Nationwide Permit (NWP)

Meetings:

• The CONSULTANT will attend up to six (6) teleconferences with permit agencies, which will take place on a quarterly basis, be attended by two (2) staff, and last one (1) hour.

Each meeting has an additional two (2) hours by two (2) CONSULTANT staff beyond the meeting duration for preparation and summary.

Result:

- CONSULTANT will prepare and distribute summaries to CONSULTANT Team, Airport and permitting agency.
- City of Grant Junction Drainage Permit and State of Colorado Stormwater Detention and Infiltration Facility online portal

CONSULTANT will provide final stamped drawings and review comments responses to the City for final permit approval. CONSULTANT will provide data for upload to the State of Colorado Stormwater Detention and Infiltration Facility online portal.

CONSULTANT will provide final record drawings to the City and certification of completion after project construction acceptance.

Mesa County Construction Stormwater Permit

Contractor is required to obtain permit coverage from Mesa County for a Construction Stormwater Permit. CONSULTANT will provide observation reporting to the contractor for permit closeout.

Colorado State Erosion Control Dam Permits

CONSULTANT will submit permit application for Leach C3 Erosion Control Dam including permit fee on behalf of the Airport. CONSULTANT will track the permit for approval prior to construction.

CONSULTANT will prepare record drawings and construction completion closeout reports for constructed erosion control dams after project construction acceptance and submit to the State

Dam Safety Engineer.

• United States Army Corps of Engineers Nationwide Permit

CONSULTANT will document construction completion for areas of impact associated with FY 2021 Grading and Drainage Package with coverage under USACE NWP 14, Identification Number SPK-2010-00845. Verification is valid until March 18, 2022, when the existing NWPs are scheduled to be modified, reissued or revoked

CONSULTANT will track NWP expiration and apply for coverage under the renewed permits.

 $\label{location:loc$

EXHIBIT B - TASK ORDER SUMMARY
Grand Junction Regional Airport
Engineering Services - Runway 11/29 Relocation
Scope of Services #7 - FY 2021 Grading and Drainage Construction Administration

Task		Mea	d & Hunt		CH2M		Ground	River City	Total	Terms
21-10	Preconstruction Serv	ices								LS
	Subtotal - Labor	\$	32,390.00	\$	-	\$	1,440.00	\$ 1,360.00	\$ 35,190.00	
	Subtotal - Expense	\$	3,213.00	\$	-	\$	671.00	\$ -	\$ 3,884.00	
21-11	Construction Adminis	stration	– FY2021 G	irading	g and Drainage	e – S	chedule 1			T&E
	Subtotal - Labor		804,110.00	\$	-	\$	191,650.00	\$ 84,900.00	\$ 1,080,660.00	
	Subtotal - Expense	\$	166,896.00	\$	-	\$	55,680.00	\$ 21,040.00	\$ 243,616.00	
21-12	Construction Adminis	stration	– FY2021 G	irading	g and Drainage	e – S	chedule 2			T&E
	Subtotal - Labor	\$	273,665.00	\$	-	\$	65,640.00	\$ 32,400.00	\$ 371,705.00	
	Subtotal - Expense	\$	62,381.00	\$	-	\$	16,080.00	\$ 1,680.00	\$ 80,141.00	
21-13	Construction Adminis	stration	- FY2021 G	rading	g and Drainage	e – S	chedule 3			T&E
	Subtotal - Labor		273,665.00	\$	-	\$	65,640.00	\$ 32,400.00	\$ 371,705.00	
	Subtotal - Expense	\$	62,381.00	\$	-	\$	16,080.00	\$ 1,680.00	\$ 80,141.00	
21-14	FAA NAVAID Support	1								T&E
	Subtotal - Labor	\$	21,375.00	\$	12,675.00	\$	-	\$ -	\$ 34,050.00	
	Subtotal - Expense	\$	1,342.00	\$	671.00	\$	-	\$ -	\$ 2,013.00	
21-15	Permitting Support									T&E
	Subtotal - Labor	\$	26,200.00	\$	-	\$	-	\$ 1,680.00	\$ 27,880.00	
	Subtotal - Expense	\$	1,784.00	\$	-	\$	-	\$ -	\$ 1,784.00	
								Total	\$ 2,332,769.00	

Deliverables/Supplies

Subtotal - Expense Cost \$ - \$ 8,920.00 \$ 8,920.00 \$ 21,935.00 \$ 11,303.00 \$ 11,303.00 \$

- \$

80.141.00

\$ 451.846.00

1.680.00

Total 21-12

62,381.00 \$

Engineering Services - Runway 11/29 Relocation Mead & Hunt СН2М River City Senior Electrical Engineer 155 \$ 120 \$ 110 \$ 160 \$ 225 120 \$ 65 \$ 170 \$ 85 \$ 165 \$ 95 \$ 225 \$ 120 \$ 145 \$ 125 \$ Rate 255 \$ 2.219 2,095 1,180 21-10 Preconstruction Services 17,360.00 Pre-Construction Conference 15.380.00 \$ 960.00 \$ 1.020.00 Coordinate and Schedule Project Team 6,035.00 \$ 6,035.00 Finalize Construction Safety and Phasing Plan 6.295.00 \$ 6.295.00 Prepare Project Files 4 680 00 480.00 340.00 5 500 00 - \$ 7,370.00 \$ 4,370.00 \$ 1,870.00 \$ Subtotal - Labor Cost \$ 510.00 \$ 5.850.00 \$ 10.560.00 \$ 1.860.00 \$ \$ 960.00 \$ 480.00 \$ - \$ 1.020.00 \$ 32.390.00 \$ 1.440.00 \$ 1.360.00 \$ 35.190.00 Expenses Days Air Travel 450.00 450.00 \$ 1,800.00 450.00 \$ 450.00 \$ 450.00 \$ 1.350.00 \$ 450.00 \$ Lodging 96.00 96.00 \$ 96.00 \$ 96.00 \$ 96.00 \$ 55.00 \$ 288.00 \$ 96.00 384.00 55.00 55.00 \$ 55.00 \$ 55.00 \$ 165.00 \$ 55.00 \$ 220.00 Meals Vehicle 70.00 210.00 70.00 280.00 Laboratory Tests 1 200 00 1 200 00 1 200 00 - \$ 1,200.00 Subtotal - Expense Cost \$ - \$ 671.00 \$ 671.00 \$ - \$ 671.00 \$ - \$ - \$ - \$ - \$ 671.00 \$ 3.213.00 \$ 671.00 \$ 3.884.00 Total 21-10 \$ 39,074.00 21-11 Construction Administration – FY2021 Grading and Drainage – Schedule 1 Labor Construction Administration \$ 217.745.00 \$ \$ 217.745.00 Construction Management 555,505.00 57,800.00 \$ 613,305.00 Construction Stormwater Monitoring and Permitting 27.100.00 \$ 27.100.00 Construction Quality Assurance Testing 191,650.00 191 650 00 23 15.430.00 \$ 20 20 15.430.00 Post Construction Services Closeout Report 15,430.00 15 430 00 \$ 510.00 \$104,400.00 \$ 74,580.00 \$325,965.00 \$154,800.00 \$130,680.00 \$ 6,460.00 \$ 6,715.00 \$ 25,200.00 \$ 7,200.00 \$ 45,500.00 \$ 113,750.00 - \$ 5,800.00 \$ 25,500.00 \$ 30,000.00 \$ 20,400.00 \$ 3,200.00 191,650.00 \$ 84,900.00 \$ 1,080,660.00 Subtotal - Labor Cost 804,110.00 \$ Expenses Air Travel 450.00 \$ 10,800.00 \$ 10,800.00 \$ 9,000.00 \$ 4,500.00 \$ 4,500.00 \$ 39.600.00 39.600.00 \$ Lodging 96.00 \$ 4,608.00 \$ 4,608.00 \$ 23,040.00 \$ 11,520.00 \$ 11,520.00 \$ 9,120.00 \$ \$ 20,160.00 55,296.00 29,280.00 84.576.00 55.00 \$ 2,640.00 \$ 2,640.00 \$ 13,200.00 \$ 6,600.00 \$ 6,600.00 \$ 31.680.00 \$ Meals 31.680.00 Vehicle \$ 3.360.00 \$ 3.360.00 \$ 16.800.00 \$ 8.400.00 \$ 8.400.00 \$ \$ 5,040,00 \$ 40.320.00 5 040 00 \$ 45 360 00 \$ 16,400.00 \$ 16.000.00 16.400.00 \$ Laboratory Tests 16.000.00 \$ 32,400,00 \$ 10,000.00 \$ 46,560.00 \$ Deliverables/Supplies 10,000.00 Subtotal - Expense Cost \$ - \$ 21,408.00 \$ 21,408.00 \$ 62,040.00 \$ 31,020.00 \$ 31,020.00 \$ \$ 9,120.00 \$ \$ 166,896.00 \$ 55,680.00 \$ 21,040.00 \$ 243,616.00 \$ 5,040.00 \$ - \$ 16,000.00 - \$ \$ - \$ - \$ - \$ Total 21-11 \$ 1,324,276.00 21-12 Construction Administration – FY2021 Grading and Drainage – Schedule 2 65,930.00 \$ Construction Administration \$ 65.930.00 Construction Management 196,945.00 23 900 00 \$ 220 845 00 Construction Stormwater Monitoring and Permitting 8.500.00 \$ 8.500.00 Construction Quality Assurance Testing 240 600 65,640.00 65,640.00 5,395.00 5,395.00 Post Construction Services Closeout Report 5.395.00 \$ 255.00 \$ 30,375.00 \$ 21,945.00 \$ 115,475.00 \$ 54,840.00 \$ 46,200.00 \$ 2,280.00 \$ 2,295.00 \$ 8,640.00 \$ 2,400.00 \$ 15,600.00 \$ 39,000.00 32,400.00 \$ 371,705.00 273.665.00 65.640.00 \$ Expenses Air Travel 450.00 \$ 4,500.00 \$ 4,500.00 \$ 3,150.00 \$ 1,800.00 \$ 1,800.00 \$ 15,750.00 \$ 15,750.00 96.00 55.00 - \$ 1,920.00 \$ 1,920.00 \$ 8,160.00 \$ 4,128.00 \$ 4,128.00 \$ - \$ 1,100.00 \$ 1,100.00 \$ 4,675.00 \$ 2,365.00 \$ 2,365.00 \$ \$ 7,680.00 \$ 30,336.00 11,605.00 Lodging \$ 2,400.00 \$ 20,256.00 \$ 10.080.00 \$ Meals 11.605.00 \$ \$ 1,400.00 \$ 1,400.00 \$ 5,950.00 \$ 3,010.00 \$ 3,010.00 \$ \$ 1,680.00 14,770.00 1,680.00 16,450.00 Laboratory Tests 6,000.00 6,000.00 \$ 6,000.00

\$ 2,400.00 \$

- \$

s - s - s -

- \$ 13,680.00 \$

- \$

- \$ 1.680.00 \$

Fee Estimate

Total 21-15

\$ 29.664.00

Grand Junction Regional Airport Authority Agenda Item Summary

TOPIC:	Kelly Trucking, Inc. No Grading and Drainage	tice of Award and Constructio Package.	n Contract Approval – FY 21		
PURPOSE:	Information	Guidance □	Decision ⊠		
RECOMMENDATION:	Approve the Notice of Award to Kelly Trucking, Inc.; the contract agreement for \$13,153,552.29 for the FY 2021 Grading and Drainage Package, Schedules 1, 2, and 3; and authorize the Executive Director to sign the notice of award, contract documents, and any applicable notices to proceed.				
SUMMARY:	Mead & Hunt oversaw the procurement and invitation for bid for the 2021 Grading and Drainage earthwork package.				
	the bids submitted, Ke responsible and respo	for this project and, based on elly Trucking, Inc. was determin nsive bidder. Mead & Hunt re king, Inc. and accepting a cons	ned to be the lowest commends issuing a notice		
		ract in the amount of \$13,153 ent Program grant AIP 72 whic	•		
REVIEWED BY:	Executive Director and	l Legal Counsel			
FISCAL IMPACT:	Total Contract Amous FAA funded through A GJRAA Local Match - \$	IP 72 - \$13,153,552.29			
ATTACHMENTS:	 Notice of Awar Sample Contra 				
STAFF CONTACT:	Sarah Menge smenge@gjairport.co Office: 970-248-8581	<u>m</u>			

NOTICE OF AWARD

TO:	Kelley Trucking, Inc	DATE:	November 16, 2021
	6201 McIntyre St.	_	
	Golden, CO 80403	_	
the Gra Propos Cents and in	Junction Regional Airport, having considered thand Junction Regional Airport, AIP Project No.3-sal of Thirteen Million, One Hundred Fifty-Three (\$13,153,552.29) for FY 2021 Grading and Draithe best interest of the Grand Junction Regional Ad Contract Proposal is hereby accepted at the bid	08-0027-072-2021, Thousand, Five Huinage Package, Scholir Lirport and having a	and it appearing that your Contract undred Fifty-Two and Twenty-Nine edule(s) 1, 2 and 3 is fair, equitable uthorized the work to be performed,
Agreei	ordance with the terms of the Contract Docume ment and furnish the required Performance Bon rom and including the date of this notice.		
Agreento exec	id Bond submitted with your Contract Propos ment and the furnishing of the Performance Bond cute the Contract Agreement and furnish the Pe ed, the Bid Bond will be forfeited to the Grand Ju	d and Payment Bor erformance Bond a	nd. In the event that you should fail and Payment Bond, within the time
This A	ward is subject to the concurrence of the Federal	Aviation Administ	tration.
		Grand Junction R	Regional Airport
		Grand Junction, (Colorado
	By:	Contract A	authorized Representative
			Name and Title
			Date

DIVISION 3

CONTRACT AGREEMENT

Grand Junction Regional Airport

Grand Junction, Colorado

AIP PROJECT NO. 3-08-0027-072-2021

THIS AGREEMENT, made and entered into this _	day of	,20,
by and between Grand Junction Regional Airport, I	Party of the First Part, hereinafte	er referred to as the "Owner",
and Kelley Trucking, Inc., Party of the Second	Part, hereinafter referred to a	as the "Contractor," for the
construction of airport improvement including FY	2021 Grading and Drainage P	Package, Schedule 1, 2 and 3
and other incidental work at the Grand Junction R	egional Airport.	

WITNESSETH:

WORK TO BE PERFORMED. The Contractor agrees to do all the work and furnish all necessary labor, materials, tools and equipment for the completion of the <u>FY 2021 Grading and Drainage Package, Schedule(s) 1, 2 and 3</u> in accordance with the bid made by the Contractor on the 29th day of July 2021, all in full compliance with the Contract Documents referred to herein, and guarantees all materials and workmanship for one year after acceptance of the project.

CONTRACT DOCUMENTS. It is hereby further agreed that any references herein to the "Contract" shall include "Contract Documents" as the same as defined in Paragraph 10-13, Section 10 of the General Provisions and consisting of the Invitation for Bid, Instruction to Bidders, all Proposal Forms contained under Division 2, all issued Addenda, all Contract Forms contained under Division 3, FAA General Provisions, Special Provisions, Construction Safety & Phasing Plan (CSPP), Wage Rates, Plans, Technical Specifications, attached appendices and all documents incorporated by reference. Said "Contract Documents" are made a part of the Contract as if set out at length herein. Said Contract Agreement is limited to the items in the proposal as signed by the "Contractor" and included in the "Contract Documents."

The Contractor agrees to perform all the work describe in the Contract Documents for the unit prices and lump sums as submitted in the Bid, taking into consideration additions to or deductions from the Total Bid by reason of alterations or modifications of the original quantities or by reason of "Extra Work" authorized under this Agreement in accordance with the provisions of the Contract Documents.

Each contract shall be executed in five original copies and there shall be executed originals of the Contractor's Performance Bond and Payment Bond in equal number to the executed originals of the contract. Two copies of such executed documents will be retained by Grand Junction Regional Airport, one copy shall be delivered to the FAA, and two copies will be delivered to the Contractor. The cost of executing the Contract, bonds and insurance, including all notary fees and incidental expenses are to be paid by the Contractor to whom the contract is awarded.

Grand Junction Regional Airport Grand Junction, Colorado AIP#: 3-08-0027-072-2021 Division 3: Contract Documents FY 2021 Grading and Drainage Package Issued for Construction

PAYMENT. It is hereby further agreed that in consideration of the faithful performance of the work by the Contractor, the Owner shall pay the Contractor the compensation due him/her by reason of said faithful performance of the work, at stated intervals and in the amount certified by the Engineer, in accordance with the provisions of this Contract.

It is hereby further agreed that, at the completion of the work and its acceptance by the Owner, all sums due the Contractor by reason of his faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid the Contractor by the Owner after said completion and acceptance when funds are received from FAA.

TIME OF PERFORMANCE – LIQUIDATED DAMAGES. The Contractor shall commence work under this Contract within ten (10) calendar days after receiving notification to proceed from the Airport. The Contractor agrees that the work under this Contract shall be substantially completed within 30 calendar days for mobilization phase and 410 calendar days for Schedules 1 + 2 + 3, and completed, accepted, and ready for final payment per the sum of calendar days of mobilization and awarded efforts after notification to begin work. If the Contractor fails to complete the Project within the time hereinbefore mentioned, or in the extended time agreed upon, liquidated damages shall be paid by the contractor in the amounts shown in the table below for that time which exceeds the number of Calendar days allowed in this paragraph. This will be tailored for each project. Liquidated damages will be deducted directly from contractor pay applications. Further, each schedule of work and phase under the project has additional liquidated damage clauses, as outlined in Section 80-08 Failure to Complete on Time.

Paid to	Amount		
Airport, for actual cost incurred due to exceeding closure periods specified for night work / closure work	\$6,000 / hour		
Airport, for actual cost incurred	\$2,000 / Calendar Day		
Construction Manager	\$1,500 / Calendar Day		
Resident Engineer	\$1,250 / Calendar Day		
Incurred Expenses (per diem, lodging, etc.)	Actual Cost as deemed necessary by the engineer / Calendar Day		

It has been agreed that the damages arising from a delay in completion would be difficult to ascertain with any degree of accuracy, even after the Project is completed. It has also been agreed that the amount of liquidated damages specified herein is a reasonable forecast of just compensation for the harm that will be caused by a delay in completion of the Project. Any such sum which the Contractor may be obligated to pay under the terms of this paragraph is paid as liquidated damages, and not as a penalty.

Further, each phase of work under the project has additional liquidated damage clauses, as outlined in Section 80-08 FAILURE TO COMPLETE ON TIME.

Grand Junction Regional Airport Grand Junction, Colorado AIP#: 3-08-0027-072-2021

The total estimated cost for AIP project #3-08-0027-072-2021 thereof to be Thirteen Million, One Hundred Fifty-Three Thousand, Five Hundred Fifty-Two and Twenty-Nine Cents (\$13,153,552.29).

IN WITNESS WHEREOF, the Party of the First Part and the Party of the Second Part, respectively, have caused this Agreement to be duly executed in day and year first herein written.

CONTRACTOR, Party of the Second Part	OWNER, Party of the First Part		
Kelley Trucking, Inc	Grand Junction Regional Airport		
By:	Ву:		
(Office or Position of Signer)	(Office or Position of Signer)		
(SEAL)	(SEAL)		
ATTEST:	ATTEST:		
(Office or Position of Signer)	(Office or Position of Signer)		

Intentionally Left Blank

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That Kelley Trucking, Inc., as Principal, hereinafter called Contractor, and _______ as Surety, licensed to do business as such in the State of Colorado, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns, unto Grand Junction Regional Airport, Grand Junction, Colorado, as Obligee, and hereinafter called Owner, in the penal sum of Thirteen Million, One Hundred Fifty-Three Thousand, Five Hundred Fifty-Two and Twenty-Nine Cents (\$13,153,552.29) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement, entered into a contract with Grand Junction Regional Airport for <u>FY</u> 2021 Grading and Drainage Package, Schedule(s) 1, 2 and 3, which contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if in connection with the Contract including all duly authorized modifications thereto, prompt payment shall be made to all laborers, subcontractors, teamsters, truck drivers, owners or other suppliers of equipment employed on the job, and other claimants, for all labor performed in such work whether done for the prime contractor, a subcontractor, the Surety, a completion contractor or otherwise (at the full wage rates required by any law of the United States or of the State of Colorado, where applicable), for services furnished and consumed, for repairs on machinery, for equipment, tools, materials, lubricants, oil, gasoline, water, gas, power, light, heat, oil, telephone service, grain, hay, feed, coal, coke, groceries and foodstuffs, either consumed, rented, used ore reasonably required for use in connection with the construction of the work or in the performance of the Contract and all insurance premiums, both for compensation and for all other kinds of insurance on the work, for sales taxes and for royalties in connection with, or incidental to, the completion of the Contract, in all instances whether the claim be directly against the Contractor, against the Surety or its completion contractor, through a subcontractor or otherwise, and, further, if the Contractor shall defend, indemnify and hold Grand Junction Regional Airport harmless from all such claims, demands or suits by any such person or entity, then this obligation shall be void; otherwise it shall remain in full force and effect.

Any conditions legally required to be included in a payment bond on this contract, including but not limited to those set out in the applicable Colorado state section of the Owner Charter, are included herein by reference.

The Surety agrees that, in the event that the Contractor fails to make payment of the obligations covered by this bond, it will do so and, further, that within forty-five (45) days of receiving, at the address given below, a claim here under stating the amount claimed and the basis for the claim in reasonable detail, it (a) will send an answer to the claimant, with a copy to the Owner, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed and (b) will pay any amounts that are undisputed. The amount of this bond shall be reduced by and to the extent of any payment of payments made in good faith here under.

Grand Junction Regional Airport Grand Junction, Colorado AIP#: 3-08-0027-072-2021

While this bond is in force, it may be sued on at the instance of any party to whom any such payment is due, in the name of the Owner, to the use of such party. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

No suit shall be commenced or pursued hereunder other than in a state court of competent jurisdiction in Mesa County, Colorado, or in the United States District Court for the District of Colorado.

WAIVER. The said Surety, for value received, hereby expressly agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, shall in any wise affect the obligations of this bond, and it does hereby waive notice of any such change, extension of time, or alteration or addition to the terms of the contract or the work to be performed thereunder.

IN WITNESS WHEREOF, the above parties, 20	s have executed this instrument the day of
SIGNATURE OF PRINCIPAL (as applicable)	
A. Individual, partnership or joint venture	(Signature of sole proprietor or general partner)
	(Signature of sole proprietor or general partner)
B. Corporation	Nome of Comparate Principal
	Name of Corporate Principal
Attest: Secretary (affix seal)	Ву
SIGNATURE OF SURETY	Name and address of Corporate Surety
	By (seal)
	Attorney in Fact (attach power of attorney)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That Kelley Trucking, Inc. as Principal, hereinafter called Contractor, and _______ as Surety, licensed to do business as such in the State of Colorado, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns, unto Grand Junction Regional Airport, Grand Junction, Colorado, as Obligee, hereinafter called Owner, in the penal sum of Thirteen Million, One Hundred Fifty-Three Thousand, Five Hundred Fifty-Two and Twenty-Nine Cents (\$13,153,552.29) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS,

Contractor has by written agreement, entered into a contract with Grand Junction Regional Airport for <u>FY</u> 2021 Grading and Drainage Package, Schedule(s) 1, 2 and 3, which contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor shall promptly and faithfully perform said Contract including all duly authorized changes thereto, according to all the terms thereof, including those under which Contractor agrees to pay legally required wage rates including the prevailing hourly rate of wages in the locality, as determined by the Department of Labor and Industrial Relations or by final judicial determination, for each craft or type of workman required to execute the contract, and, further, shall defend, indemnify and hold the Owner harmless from all damages, loss and expense occasioned by any failure whatsoever of said Contractor and Surety to fully comply with and carry out each and every requirement of the contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

In the event that Contractor shall be and is declared by the Owner to be in default under the Contract, the Owner having performed its obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable here under, the penal sum of the bond. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by the Owner to Contractor under the Contract and any amendments thereto, disbursed at the rate provided in the original contract, less the amount properly paid by the Owner to the Contractor. If the completion contract provides for more rapid payment than the Contract, then Surety shall advance such

Grand Junction Regional Airport Grand Junction, Colorado AIP#: 3-08-0027-072-2021

sums as are needed to make payment as provided in the completion contract and shall recover it from the Owner when payment from the Owner is due.

No suit shall be commenced or pursued hereunder other than in a state court of competent jurisdiction in Mesa County, Colorado, or in the United States District Court for the District of Colorado.

WAIVER. The said surety, for value received, hereby expressly agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, shall in any wise affect the obligations of this bond; and it does hereby waive notice of any such change, extension of time, or alteration or addition to the terms of the contract or the work to be performed thereunder.

IN WITNESS WHEREOF, the above parties, 20	have executed this instrument the day of
SIGNATURE OF PRINCIPAL (as applicable)	
A. Individual, partnership or joint venture	(Signature of sole proprietor or general partner)
B. Corporation	Name of Corporate Principal
Attest: Secretary (affix seal)	Ву
SIGNATURE OF SURETY	Name and address of Corporate Surety
	By (seal) Attorney in Fact (attach power of attorney)

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Annual Policy Updates - Redline Documents					
PURPOSE:	Information 🗵	Guidance 🗆	Decision □			
RECCOMENDATION:	N/A – Discussion Only					
SUMMARY:	As part of our annual budget process and review of policy documents, staff are proposing amendments to the Rates and Charges Resolution, Delegation of Authority, and Air Service Incentive Program. The attached redline documents represent the proposed changes that have been discussed at the September and October board meetings and are presented for review and comment with the intent to approve changes at the December meeting.					
1. Rates & Charges Resolution The primary change to the rates and charges resolution is reduction in the airline rates and charges. Additional change clerical updates and the addition of a credit card fee to conform of processing credit card payments.						
	2. <u>Delegation of Authority</u>	<u>ority</u>				
	oposed to the delegated at and the sunset provision o ded.					
	remove currently se and add AUS (Austii	e Program Thanges include updating the rved SNA (John Wayne Air n, TX) and amend the define be a rolling 18-month perion.	port in Orang County) iition of what qualifies			
REVIEWED BY:	Executive Director, Legal Co	ounsel, and CMT Air Servic	e Consultant			
FISCAL IMPACT:	None					
ATTACHMENTS:	 Rates & Charges Re Delegation of Authors Air Service Incentive 	ority Resolution Draft				
STAFF CONTACT:	Sarah Menge 970-248-8581 smenge@gjairport.com					

RATES & CHARGES GRAND JUNCTION REGIONAL AIRPORT GRAND JUNCTION, COLORADO

Declaration of Authority/Applicability of Rates & Charges

The Grand Junction Regional Airport Authority ("GJRAA") is the owner and operator of the Grand Junction Regional Airport, located in Grand Junction, Colorado ("Airport"). GJRAA is hereby reissuing its "Rates & Charges" applicable to various users of the Airport including, but not limited to, <u>Air Carriers, General Aviation</u> Aircraft landing at and taking off from the Airport, Aircraft Ground Service Operators, Ground Transportation Operators; (including Transportation Network Companies), Rental Car Concessionaires, <u>Peer-to-Peer Car Sharing Operators</u>, and <u>Off Airport Delivery Service Operators accessing the Airport</u>, Fuel Providers, and other Users of the Airport facilities, supplies and services (hereinafter collectively referred to as "Users").

These Rates & Charges supersede all previous schedules of Fees & Charges or Rates & Charges promulgated by GJRAA. These Rates & Charges are promulgated pursuant to GJRAA's regulatory authority under C.R.S. § 41-3-106(1)(h) and proprietary powers recognized under 49 U.S.C. § 40116(e)(2), and in accordance with Federal Aviation Administration ("FAA") orders, policy statements and guidance pertaining to the implementation, modification, and enforcement of airport Rates and Charges. GJRAA may amend the Rates & Charges from time to time.

All GJRAA Rates & Charges shall be set and applied on a fair, reasonable and not unjustly discriminatory basis in accordance with all applicable FAA Grant Assurances, including the obligation under Assurance 24 to "maintain a fee and rental structure for facilities and services at the airport which will make the airport as self-sustaining as possible." All GJRAA revenues generated from the Rates & Charges shall be used for airport purposes in accordance with 49 U.S.C. § 47107 and § 47133.

GJRAA is committed to fairness and openness in its policies. To maintain financial stability, consistency, and currency of all GJRAA Rates & Charges, it is the intent of the GJRAA to review the Rates & Charges document on an annual basis. The review of the Rates & Charges of GJRAA may include, but not be limited to, a comparison of the operating revenues and expenses allocated for each Airport cost center (which may be modified from time to time) for previous fiscal years, market comparisons of rates and charges of other airports and entities, and the mission, goals, and objectives as contained in the GJRAA Mission Statement and annual budget and planning documents.

I. General Requirements

Unless otherwise expressly specified in a written agreement between GJRAA and a User or any other Person affected by these Rates & Charges, the following terms and conditions shall apply to <u>all</u> operations at the Airport:

Payment of Rates and Charges

All payments due GJRAA pursuant to these Rates & Charges shall be paid to the Grand Junction Regional Airport Authority, 2828 Walker Field Drive Ste. 301, Grand Junction, Colorado, 81506, unless directed otherwise by GJRAA.

Books and records

Users shall maintain full and accurate books of account and records from which the Rates & Charges owed GJRAA hereunder can be determined, according to standard and accepted accounting practices. Said books and records shall be maintained for a period of at least thirty-six (36) months, or for such longer period of time as GJRAA may request in writing.

Audits

GJRAA reserves the right to conduct audits of a User's books of account and records at any time during normal weekday business hours, upon reasonable notice, for the purpose of determining whether the User's Rates and Charges were properly calculated and remitted to the GJRAA. In performing said audits, GJRAA shall be entitled to review (and the User's involved shall be obligated to provide to GJRAA) all of the books of account and records that the User is obligated to maintain pursuant to these Rates & Charges, as well as all other documents and files in that User's possession, custody, or control that GJRAA requests at the User's expense. Should the User fail to maintain the books of account and records required to be maintained pursuant to these Rates & Charges, or should that User fail to permit GJRAA or its auditor to review its books and records, and other documents and files, such conduct shall be considered a failure to perform obligations under these Rates & Charges, and GJRAA shall be entitled to exercise any and all remedies set forth in this Part I. If any audit shows that monies that should have been paid to GJRAA were understated or underpaid for the audit period involved, the User shall, within thirty (30) days notice of any such deficiency, pay to GJRAA the full amount underpaid, plus three percent (3%) interest per month on said underpayment from the time said underpayment should have been paid to the time said underpayment is fully paid. In addition, if the amount of the underpayment exceeds two percent (2%) of the total amounts owing to GJRAA for the audit period involved, the User in addition to paying the GJRAA the underpayment owed, shall reimburse GJRAA for the entire cost of the audit. If the audit discloses overpayment of the monies owed to GJRAA hereunder, GJRAA shall refund the amount of overpayment within thirty (30) days of said audit.

Remedies upon Failure to Perform Obligations

If a User or any other Person affected by these Rates & Charges fails to timely pay any rates (or fees), charges, or other monies owed, or to timely perform any obligation required under these Rates & Charges, GJRAA may utilize any one or more of the following remedies:

→ GJRAA may seek specific performance in a court of competent jurisdiction.

Page 2 of 15

- GJRAA may recover all damages incurred by GJRAA, including incidental damages, consequential damages, and attorney's fees.
- GJRAA may utilize a portion, or all, of any security deposit provided by a User or other Person involved to remedy the violation and to reimburse GJRAA for any damages, including attorney's fees and other expenses of collection GJRAA has sustained. In such event, the User or other Person involved shall not be permitted to resume its Airport operations or use Airport facilities for commercial purposes until such time as it furnishes another restores the security deposit, that satisfies the requirements of these Rates & Charges.
- → GJRAA may terminate the Airport operating, use, or fuel providing privileges, or any other privileges extended to or of the non-complying User. If its operating, use, or fuel providing rights are terminated, the User involved shall continue to be liable for the performance of all terms and conditions, and the payment of all monies owed hereunder, prior to the effective date of said termination, in addition to all damages, including attorney's fees and other expenses of collection, incurred by GJRAA as a result of any violation.
- → GJRAA may utilize any other remedy provided by law or equity as a result of said violations.

Hold Harmless

Users and all other Persons affected by these Rates & Charges (including, but not limited to, the drivers and registered owners of motor vehicles using the public parking areas of the Airport) shall be responsible for indemnifying and holding harmless GJRAA, its board members, officers, agents, and employees, from and against any and all liabilities, obligations, claims, damages, costs, and expenses, including attorney's fees, incurred by or asserted against GJRAA, its board members, officers, agents, and employees, by any Person or entity whatsoever, resulting from the acts, omissions or wrongful conduct of that User, Person, or such entity's board members, officers, partners, employees, agents, representatives, contractors, subcontractors, customers, attests, invitees, or any third party acting under its direction or control.

Airport Damage

Users and all other Persons affected by these Rates & Charges (including, but not limited to, the drivers and registered owners of motor vehicles using the public parking areas of the Airport) shall be liable for any damage to the Airport, caused by the User or Person involved, and/or its board members, officers, partners, agents, employees, representatives, contractors, subcontractors, customers, guests, invitees, or other parties acting under its direction and control, ordinary wear and tear excepted. All repairs shall be made by GJRAA, at the responsible party's expense.

Interest

Any rates, charges, and other monies owed to GJRAA not paid when due are subject to interest at the rate of three percent (3%) per month from the due date until receipt of payment. Any partial payments received on said indebtedness shall be applied first to accrued interest, and then to principal.

Attorney's Fees and Costs

Should a User or any other Person affected by these Rates & Charges (including, but not limited to, the drivers and registered owners of motor vehicles using the public parking areas of the Airport) violate the terms of these Rates & Charges, that User or Person shall be responsible for reimbursing GJRAA for all reasonable attorney's rates, costs, and other expenses incurred by GJRAA in enforcing its rights as a result of said violation.

Jurisdiction and Venue

Exclusive jurisdiction and venue for any litigation to enforce or interpret the provisions of these Rates & Charges shall be in the State of Colorado Municipal, County, and District Courts, located in Mesa County, Colorado, or in the United States District Court for the District of Colorado.

Prevailing Terms

Should there be any inconsistency between the terms of these Rates & Charges and any other agreement entered into between GJRAA and the User or any other Person affected by these Rates & Charges, the terms of the written agreement entered into between the parties shall prevail.

II. Aircraft Operators and Aircraft Ground Service Operators

A. Fees

Landing Fees

Class of Aircraft	Fee Per Landing
Commercial Signatory Aircraft Landing Weight	\$1. <u>8956</u> /1,000 lbs.
Commercial Non-Signatory Aircraft Landing Weight	\$3.80/1,000 lbs.
General Aviation Aircraft	\$0.00
Military Aircraft	\$0.00

- No landing fee will be assessed in the event an aircraft lands at the Airport due to a declared emergency.
- A full landing fee will be charged for Ferry Flights landing at the Airport, and for
 unscheduled landings of aircraft originating from another airport and diverted to the
 Grand Junction Regional Airport due to weather, mechanical, or other reasons other
 than declared emergencies.
- A one-half (½) landing fee will be charged for each landing performed in conjunction with a training flight.
- No landing fee will be assessed in the event an aircraft departs from the Airport for another destination and, without making a stop at another airport, is forced to return to and land at the Airport because of weather, mechanical or other similar emergency or precautionary reasons.
- No landing fee will be assessed in the event an aircraft lands at the Airport due to a declared emergency.

Joint Use Space Fees

Aircraft Operators that utilize the ticket queuing space, security, passenger boarding area, and baggage claim in the Airport's terminal building in a particular month shall pay their pro rata share of the 26,488 total square feet at a cost of \$37.5435.67 per square foot per year. The pro rata share shall be based on the total number of enplaned revenue passengers during said month.

Preferential Use Space Fees

Aircraft Operators that rent preferential use space, including airline ticket counters, office space, and garage/baggage space shall pay \$37.5435.67 per square foot per year.

Non-Participating Airline Space Fees

Aircraft Operators whose Enplaned Passengers are not required to be screened by the Transportation Security Administration at the Airport, and therefore are not similarly situated to an Aircraft Operator making use of the passenger and baggage security screening facilities at the Airport are considered a Non-Participating Airline ("NPA"). In lieu of a per square foot rent for use of the Airport terminal building, NPA's shall pay a per enplaned passenger fee of \$3.55 per enplaned revenue passenger.

Other Fees

- Loading Bridge \$8.0410.00 fee per turn. A loading bridge turn shall mean each time an aircraft is "connected" to the loading bridge. If an aircraft enplanes and deplanes passengers without disconnecting, this will count as one "turn".
- **Fuel Purchase** Purchasing fuel (gasoline and/or diesel) from the airside GJRAA fuel tank shall pay actual fuel cost plus \$1.00 per gallon.

B. Reports/Billing

On or before the 10th of each month, each Aircraft Operator or Aircraft Ground Service Operator at the Airport shall submit to the Airport administration offices such reports of the preceding month's activities as GJRAA may request to enable GJRAA to compute the rates (also referred to, in some cases, as fees above), charges, and other monies owed by the Aircraft Operator or Aircraft Ground Service Operator hereunder. The reports shall be attested to as correct to the best of the signer's knowledge by the Aircraft Operator or Aircraft Ground Service Operator or its designee. Any subsequent changes in the information will be reported to GJRAA as soon as practical; but in no event more than seven (7) days from their discovery.

The reports shall be submitted in a format provided by or approved by GJRAA. GJRAA reserves the right to obtain clarification of any matter contained in the reports, or for additional information from the Aircraft Operator or Aircraft Ground Service Operator for Airport marketing, statistical, fee-setting, or other purposes. Note: Reports not submitted by the end of the 10th of each month may be subject to a \$100 per day late fee.

III. Ground Transportation Operators and Off-Airport Delivery Service Operators

Ground Transportation Operators (shall include all bus (excluding Grand Valley Transit), shuttles, courtesy vehicles, limousines/sedans, taxis, transportation network companies, sightseeing tours, and buses (excluding excluding Grand Valley Transit & Bustangmass transit buses operated by, or under contract with, a public entity), etc.).

Ground Transportation Operators shall pay GJRAA the following fee:

Number of Seats	Trip Fee
1-8	\$2.50
9-15	\$3.75
16+	\$8.00

Hotel/Motel Courtesy Vehicle Operators

Each Hotel/Motel Courtesy Vehicle Operator shall pay GJRAA a per trip fee equal to 25% of the applicable TNC rate of \$2.50/trip for a fee of \$.63/trip multiplied by the number of trips each month. Fee shall be paid monthlyquarterly, unless other payment arrangements are made between the Operator and GJRAA. Hotel/Motel Courtesy Vehicle Operators shall only pick up and drop off at the Airport the patrons of their respective hotels/motels, and not persons who are not patrons of their hotels/motels.

Off-Airport Parking Providers

Each Off-Airport Parking Provider shall pay GJRAA a monthly fee equal to 10% of monthly gross revenues. This applies to all hotel/motel operators offering parking to guests or non-guests of the hotel/motel for a fee in addition to the cost of a nightly room rate. In addition, shuttle vehicles from each said company shall also pay GJRAA a trip fee as previously defined.

Off-Airport Delivery Service Operators

Each Off Airport Delivery Service Operator shall pay GJRAA two hundred dollars (\$200) per company annually for unlimited service from the Airport (paid in advance of the Off-Airport Delivery Service operating any vehicle at the Airport). If airport access commences during the annual permit cycle, the Off Airport Delivery Service Operator shall pay the full amount of the annual fee regardless of the date it seeks to secure the annual permit. The term of the annual permit is for a calendar year. Each Off Airport Delivery Service Operator paying on an annual basis shall pay the applicable fee in advance.

Compliance

Failure to comply or to operate without a permit may result in a \$100 fine per occurance occurrence.

B. <u>Miscellaneous Provisions Applicable to Ground Transportation Operators and Off-</u> <u>Airport Delivery Service Operators</u>

No Diversion of Passengers

Ground Transportation Operators and Off Airport Delivery Service Operators shall not, through their officers, agents, representatives, or employees, divert or cause to be diverted any prospective customer or item to a location off of Airport property, in order to pick up said customer or item off of Airport property and thereby avoid paying the fees that would otherwise be owed to GJRAA. For example, a Ground Transportation Operator or Off-Airport Delivery Service Operator shall not instruct a customer to walk or utilize a Hotel/Motel Courtesy Vehicle to be transported or to transport an item off of Airport property in order to then pick-up the customer or item at a hotel/motel off of Airport property to avoid paying fees. A Ground Transportation Operator or Off Airport Delivery Service Operator shall not instruct a potential customer to utilize a taxicab, limousine, or other form of public transportation, and offer to reimburse the customer for the cost of said transportation, in order to pick up the customer or item at a location off of Airport property.

Signage

Ground Transportation Operators and Off Airport Delivery Service Operators serving the Airport shall display signage on their vehicles identifying the Ground Transportation Operator-or Off Airport Delivery Service Operator involved, and/or such other identification as GJRAA may request to enable GJRAA to determine whether the vehicle is authorized to provide ground transportation-, which includes, in the case of commercial limousines/sedans/SUVs, a stamp or sticker issued by the Colorado Public Utilities Commission or off airport delivery services to the Airport.

IV. Fueling Operations

A. Fuel Flowage Fees

Fuel Providers shall pay a fuel flowage fee to GJRAA on all fuel sold at the Airport to military, government and general aviation aircraft fuel purchasers. Unless specified in an airline operating agreement, Part 121 and Part 135 Commercial Aircraft Operators operating out of the terminal building are excluded from fuel flowage fees.

The following fuel flowage per gallon rates apply:

Туре	Full Service FBO	Self Service Commercial Operator	Self-Fueler
Avgas	\$0.1017	\$0.1017	\$0.1017
Jet A	\$0.1017	\$0.1017	\$0.1017
Military	\$0.1017	\$0.1017	\$0.1017

The Fuel Provider shall be deemed to owe its fuel flowage fee to GJRAA on the date the fuel is delivered by the Fuel Provider to the fuel purchaser involved, regardless of when or whether that fuel purchaser subsequently pays for said fuel. The Fuel Provider shall pay the fuel flowage fee required hereunder to GJRAA within thirty (30) days following the end of each calendar month in which a fuel sale is deemed to occur.

B. ARFF Standby Services for "Rapid Refueling" Operations

Fuel Providers shall pay GJRAA one hundred \$120 per hour, billable in 15-minute increments per rescue truck providing coverage for any requested Aircraft Rescue Firefighting (ARFF) standby services associated in any way whatsoever with the fueling of an aircraft while that aircraft's engine(s) is/are in operation ("rapid refueling"). The ARFF Standby Service charge **begins** when the rescue truck leaves the ARFF bay, or from the current location of the rescue truck if not in the ARFF bay. The ARFF Standby Service charge **terminates** when the rescue truck has returned to the ARFF bay, or back to the original location of the rescue truck if not in the ARFF bay.

C. Rental Car Fuel Station Fees

Rental Car Fuel Station Operators purchasing fuel (gasoline) from the GJRAA landside fuel tank shall pay actual fuel cost plus up to \$1.00 per gallon., to be consistent with local gas station prices.

Commented [SO1]: Needed?

V. Leases of Airport Property

Terminal Building Fee

Non-Aircraft Operator tenants of the terminal building leasing exclusive space <u>and not operating under a current operating agreement</u> will pay \$30.30 per square foot per year.

Airside Leases

New Airside Leases will have a rate equal to the greater of fair market value or the maximum price per square foot being charged to current lessees. For the period 4/1/2021 – 3/31/22, the maximum price is \$0.2188 per square foot. For the current rate contact the Authority.

Rental Car Service Area

 $4/1/2\underline{10} - 3/31/2\underline{21}$

Cost per sq. ft. per mo	
Ground	\$0.19 <u>88</u> 65
Building	\$0. 4142 4292

OTHER VI.

A. Security Badge Fees

SIDA and Sterile Area Badges:

Includes Criminal History Records Check ("CHRC") fingerprinting, Security Threat Assessment ("STA"), photo, paperwork, required training class and identification media badge.

Initial Issue	
With fingerprint processing	\$85.00
Without fingerprint processing.	\$35.00

Renewal

With fingerprint processing\$55.00 Without fingerprint processing\$25.00

AOA Badges:

Includes STA, photo, paperwork, required training class and identification media badge.

Initial Issue	\$35.00
Renewal	\$25.00

Change from AOA Badge to SIDA Badge

With	fingerprint	processing	 \$50.00
With	out fingerpi	rint processing	\$2 50 .00

Lost or Not Returned Badges

Charge to employer for ID not returned	\$100.00
Lost badge - 1 st replacement	
Lost badge - 2 nd replacement	\$70.00
Lost badge - 3 rd replacement	
Airport will review costs for card issued after 3 rd replacement.	

Keys

Initial Issue	\$10.00
Replacement- If broken	\$10.00

Replacement- If lost or stolen \$100.00 plus the actual cost for re-keying the locks and producing additional key(s).

B. Airport Parking Violations:

	Fine paid	Fine paid after
	within 14 days	14 days
Parking Violation	\$25	\$40
Handicap Parking Violation	\$75	\$125

Payments of parking violations are made directly to Clancy Systems International, Inc. Payment of tickets can be made through mail by check, or online by check or credit card (Visa or MasterCard).

C. Terminal Parking:

30 minutes or less	FREE
More than 30 minutes	\$1.00 each additional 30 minutes
24 hour maximum	\$10.00

D. Internet and Phone Service:

Service Provided	Monthly Fee
Internet	\$75
Telephone	\$30

E. Billable Staff Time:

Staff Level	Hourly Rate
Level 1	\$70
Level 2	\$50
Level 3	\$30

F. Monthly Aircraft Tie-Down Fee on Designated GJRAA Maintained Ramp:

Aircraft less than 12,500 pounds - \$60 per month

G. Colorado Open Record Request (CORA)

CORA items are subject to a rate of \$250 per hour (15-minute increments) after the first hour of staff time and \$0.25 per page of copied material. Payment is required prior to release of CORA items.

H. Credit Card Payment Convenience Fee

Payments made to the Authority via credit card will be assessed a 4% convenience fee.

Commented [SO2]: Minimum airport cost is \$23, 7/1/2019 legal max rate is \$33.58 with revision to CORA Policy and new policy published on website

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The Rates & Charges is hereby approved and comments, by the Grand Junction Regional Arecords of the Grand Junction Regional Airpo	
ADOPTED this 17thday of December	r, 2019
Tom Benton, Chairman	_
ATTEST:	
Cameron Reece, Clerk	_
Board Members Voting Aye:	Those Voting Nay:

RESOLUTION NO. 2021-003 RESOLUTION OF THE BOARD OF COMMISSIONERS REGARDING DELEGATION OF AUTHORITY

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

WHEREAS, GJRAA was formed under and derives its authority from C.R.S. § 41-3-101, *et. seq.*, known as the "Public Airport Authority Act" (the "Act"), and is governed by the GJRAA Board of Commissioners ("Board"); and

WHEREAS, Section 41-3-105(1) of the Act provides, "All powers, privileges, and duties vested in or imposed upon any authority organized pursuant to the provisions of this article shall be exercised and performed by and through the board except as otherwise provided by law; but the exercise of any and all executive, administrative and ministerial powers may be by said board delegated and redelegated to any of the officers created or by the board acting under this article"; and

WHEREAS, Section 41-3-105(5)(f) of the Act provides that the Board shall have the power "[t]o prescribe by resolution a system of business administration; to create any and all necessary offices; [and] to establish and reestablish the powers and duties and compensation of all officers and employees"; and

WHEREAS, Section 41-3-105(5)(g) of the Act provides that the Board shall have the power "[t]o employ clerical, legal, consulting, and engineering assistance and labor, and to delegate and redelegate to such employees the powers conferred by this article, under such conditions and restrictions as shall be fixed by the board to authorize such employees to bind the authority by contract"; and

WHEREAS, the Board previously has delegated authority over Airport matters in, for example and without limitation, (i) annual resolutions on financial matters, including both banking and expenditures; (ii) the annual resolution adopting a budget; (iii) the Grand Junction Regional Airport Authority Purchasing and Procurement Policy (current version dated Aug. 20, 2019); (iv) policies on the capitalization and disposal of Airport assets; and (v) other Board resolutions and policies; and

WHEREAS, the Board believes that formal delegation over certain matters not addressed in other resolutions and policies is desirable in the exercise of the Board's obligations under the Act; would remove ambiguity about the proper authority for many routine and recurring Airport matters; and further that such delegation should be revisited periodically.

NOW, THEREFORE, by this Resolution, the Board hereby delegates authority to the Executive Director of the Airport and reserves other powers unto itself, as follows:

- 1. The following powers shall be delegated to the Executive Director:
 - a. To initiate procurements for goods and services.
 - b. To enter into contract negotiations, including with the apparent best proposer in a solicitation, and present contracts for the Board's consideration.
 - c. To authorize payment of invoices submitted by vendors, contractors and consultants in accordance with executed contracts (for services) and purchase orders (for goods), except to the extent expenditure approval is reserved to the Board in the then-current Purchasing and Procurement Policy or other source.
 - d. To extend or renew a contract or agreement where the GJRAA's consent is ministerial in nature and/or the power to extend or renew is delegated to the Executive Director in the contract or agreement.
 - e. To declare in default or terminate an agreement with which second party is not in compliance.
 - f. To approve permits and licenses for access to Airport property for terms not to exceed thirty (30) days and not to exceed ninety (90) days total, including extensions and renewals.
 - g. To set compensation for Authority employees in accordance with the annual budget approved by the Board.
 - h. To submit applications for grants from or through the State of Colorado and applications for grants that do not require a local match on the part of the GJRAA.
 - i. To request amend airport improvement program grant agreements amendments from with the Federal Aviation Administration, and authorize change orders to contractors funded by the grant, provided the change orders the amendment does do not increase the local match on the part of the GJRAA authorized in the grant acceptance.
 - j. To execute airline operating license agreements, upon establishing that the airline is capable to satisfy the terms and conditions of the license and the license conforms in all material respect to the then-current standard form approved by the Board.
 - k. To execute airline incentive agreements (marketing and operations), provided the airline is eligible in accordance with the airline incentive policy approved by the Board and the agreement conforms in material respects to the then-current standard form approved by the Board.

- 1. To consent to the sublease of Airport property, upon establishing that the sublease agreement conforms to the then-current standard form approved by the Board.
- m. To approve commercial operator permits for the conduct of commercial aeronautical activities, upon establishing that the operator complies with the Airport Minimum Standards and the permit conforms to the then-current standard form approved by the Board.
- n. To approve the form of and execute avigation easements.
- o. To prepare such additional standard form contracts, permits, licenses and other agreements, provided that the authority to approve such agreements shall be reserved to the Board.
- p. To develop, adopt, implement and enforce Standard Operative Procedures, directives and policies that implement, interpret, administer and enforce Board policies and/or that direct the conduct of GJRAA employees.
- q. To develop, adopt, and administer internal forms and agreements for GJRAA employees, including, by way of example but without limitation: parking permit agreement, key agreement, uniform policy, purchase card agreement, motor vehicle record authorization form, and employee conflict-of-interest form.
- r. To develop and implement the Airport Certification Manual and associated Letters of Agreement with the FAA; Airport Security Program; Airport Emergency Program; Tarmac Delay Contingency Plan; and such similar and related plans concerning the operation and management of the Airport as may be required to be prepared under federal law and regulation.
- s. To issue Notices to Airmen, including the authority to temporarily close the Airport in coordination with the FAA.
- t. To submit the Airport Capital Improvement Plan to the State of Colorado and the FAA.
- u. To develop and implement policies and programs to preclude unlawful discrimination and promote participation in Airport programs by socially and economically disadvantaged individuals, in accordance with federal law and regulation, including the Disadvantaged Business Enterprise (DBE) Program, Airport Concession Disadvantaged Business Enterprise (ACDBE) Program, Title VI Nondiscrimination Program, and Language Assistance Plan.
- v. To develop and implement a document retention program in accordance with all applicable legal requirements.

- 2. Notwithstanding the foregoing, the Board recognizes that the following non-exclusive list of powers rest with and shall be reserved to the Board:
 - a. To bind the GJRAA by contract, except as explicitly delegated to the Executive Director hereunder or by separate resolution or writing, including contracts for the purchase of goods and services; and leases, licenses, permits and other agreements providing for the use and possession of Airport property.
 - b. To amend the Airport By-Laws.
 - c. To approve the application for grant funding through the FAA Airport Improvement Program and to approve grant agreements and co-sponsorship agreements.
 - d. To approve the form of standard agreements.
 - e. To consent to the assignment of lease agreements and other contracts.
 - f. To approve, revise and rescind policies applicable to the GJRAA and Airport, including but not limited to:
 - i. Airport operating policies and procedures, such as the Lease Policy, Design Intent Guidelines, Non-Commercial Use Policy, General Aviation Minimum Standards, Colorado Open Records Act Policy and Procedures, Airport Rules and Regulations, and Nondiscrimination Policy.
 - ii. Board and employee conduct policies, such as the Code of Professional Conduct, Airport Compliance Program, Employee Handbook, Bring Your Own Device Policy, and Whistleblower Policy.
 - iii. Financial policies, such as the Grant Management and Oversight Policy, Purchasing and Procurement Policy, Asset Capitalization Policy, and Asset Disposal Policy.
 - g. The power to adopt such resolutions as necessary and desirable in the interests of the GJRAA and Airport, consistent with the Act and in furtherance of the GJRAA's role as owner, operator and sponsor of the Airport.
- 3. The Executive Director may further delegate to her designee(s) the powers conferred in Section 1, provided that any further delegation of powers not documented in the Purchasing and Procurement Policy that contractually bind or obligate the GJRAA must be in writing and kept with this resolution in the records of the Airport.
- 4. Nothing in this Resolution shall be construed to prohibit the Executive Director and her staff, in their discretion, from bringing to the Board for its approval matters which have, by this Resolution, been deemed delegated to the Executive Director and her designees.

- 5. This Resolution supersedes and replaces Resolution 2014-02 (Resolution of the Board of Commissioners Regarding Authority to Execute Standardized Agreements) but does not otherwise supersede or replace any other Board resolution or policy, except to the extent of a direct conflict, in which event this resolution shall control.
- 6. The Board intends that the delegations of authority granted by this Resolution shall be reviewed and approved by the Board on an annual basis. <u>Unless renewed by the Board</u>, the authority granted to the Executive Director by this resolution shall expire at 11:59pm on January 31, 2023.

PASSED AND ADOPTED this da	y of, 2021.
Board Members Voting AYE	Board Members Voting NAY
	_
	GRAND JUNCTION REGIONAL AIRPORT AUTHORITY
	_
ATTEST:	Chairman



Grand Junction Regional Airport Air Service Incentive Program

Background

The Grand Junction Regional Airport Authority has developed the following air service incentive program to increase access and affordability of commercial air service at GJT in accordance with applicable Federal Aviation Administration (FAA) rules and guidance.

Goal of the Program

The goal of the Grand Junction Regional Airport Air Service Incentive Program is to increase access to affordable air service at GJT through new passenger service to unserved destinations with an emphasis on in-demand, target markets.

Definition of Key Terms

- 1. Unserved Destination Airport destination without nonstop service in the past six months
- 2. New Service Nonstop service connecting GJT with an unserved destination
- 3. Additional Service Nonstop service from an air carrier to a destination not currently served by that air carrier from GJT
- 4. Seasonal Service Airport destination with scheduled nonstop service for between 12 consecutive weeks and 50 consecutive weeks in a 12-month period

Targeted Airport Destinations

Through rigorous analysis and conversations with community stakeholders, GJT has identified the following target markets and airport destinations for new air service:

Table 1: GJT Target Airport Destinations

Table 1. GJT Target Air port Destinations				
Target Market	Target Airport Destinations			
New York Area	LGA, JFK, EWR, and SWF			
Washington D.C.	DCA, BWI, and IAD			
Chicago	ORD and MDW			
Los Angeles	LAX, ONT, LGB, <u>and</u> BUR , and SNA			
San Francisco	SFO, OAK, and SJC			
Seattle	SEA and PAE			
Houston	IAH and HOU			
Atlanta	ATL			
Minneapolis-St. Paul	MSP			
Charlotte	CLT			
Detroit	DTW			
Dallas	DAL			
Portland	PDX			
Philadelphia	PHL			
San Diego	SAN			
<u>Austin</u>	<u>AUS</u>			

Incentive Categories

New Service to a Targeted Unserved Destination



Eligibility: Any passenger air carrier establishing new service to a Targeted Destination as outlined in Table 1. The Targeted Destination must be an Unserved Destination from GJT at the time service is initiated.

- 1. **Year-round, daily service to a Targeted, Unserved Destination:** An air carrier is eligible for a 100% landing fee waiver for 24 months, 100% waiver of common use space rent for the first 12 months and a 50% waiver in Year 2; \$50,000 in marketing support for new service to be used during the first 24 months of service.
- 2. **Year-round, less than daily service to a Targeted, Unserved Destination:** An air carrier is eligible for a 100% landing fee waiver for 24 months, 100% waiver of common use space rent for the first 12 months and a 50% waiver in Year 2; \$25,000 in marketing support for new service to be used during the first 24 months of service.
- 3. Seasonal service to a Targeted, Unserved Destination: An air carrier is eligible for a 100% landing fee waiver for 24 months, 100% waiver of common use space rent for the first 12 months and a 50% waiver in Year 2; \$25,000 in marketing support for new service scheduled to operate at least twice a week to be used during the first 24 months of service.

New Service to an Unserved, Non-Target Destination

Eligibility: Any passenger air carrier establishing service to a new destination not included in Table 1.

1. **New service to an Unserved, non-targeted Destination:** An air carrier is eligible for a 100% landing fee waiver for 12 months.

Expanded Service to an Existing Destination

Eligibility: Any passenger air carrier establishing service to a destination currently served or suspended within the past 6 months.

 Additional Service to an existing destination: A air carrier is eligible for a 100% landing fee waiver for 12 months.

New Entrant Incentive

Eligibility: Any passenger air carrier that did not serve GJT during 2020the last 18 months. The new entrant incentive is able to be combined with any of the new service categories listed above.

1. **New entrant carrier:** A new entrant air carrier is eligible for a 100% waiver of preferential use space rent for the first 12 months and a 50% waiver in Year 2.



Terms and Conditions

- 1. This incentive program is effective immediately and may be amended by the Grand Junction Airport Authority at any time.
- 2. This incentive program will be administered in compliance with federal law, the Airport Improvement Program Grant Assurances, and FAA policy, including the *Policy and Procedures Concerning the Use of Airport Revenue* (1999) and the *Air Carrier Incentive Program Guidebook* (2010).
- 3. Participation in this program requires an incentive agreement between the Grand Junction Airport Authority and an air carrier. The Airport Authority reserves the right, based on budget availability, to limit an incentive on a specific route to the first air carrier to sign an incentive agreement.
- 4. To qualify for incentives, a seasonal route must be operated for a minimum of 12 consecutive weeks.
- 5. An air carrier may only qualify for an incentive for a particular route one time. Seasonal service may not receive an incentive each time it returns for a new season.
- 6. To qualify for incentives, a carrier must be current on payment of rates and charges.
- 7. Air carriers must operate service throughout duration of the promotional period at the level specified.
- 8. Air carriers must use the passenger terminal in order to qualify for incentives.
- 9. Air carriers may choose to forgo some or all fee waivers and rent abatements for an increased marketing incentive of equal value based upon service schedule and aircraft gauge committed at the time of entering into an incentive agreement with GJT. If the airline changes its frequency or gauge over the incentive period, the amount of the marketing incentive will be increased or reduced accordingly.
- 10. Incentives may not be transferred from one carrier to another. Incentives cannot be transferred between routes.
- 11. Additional incentives including marketing support and minimum revenue guarantees (MRG) may be available through Grand Junction Regional Air Service Alliance.

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	2022 Officer & Committee App	ointments	
PURPOSE:	Information ⊠	Guidance □	Decision
RECCOMENDATION:	N/A – Discussion Only		
SUMMARY:	Discuss the 2022 Officer and Co Authority Bylaws	ommittee Appointments ii	n accordance with the
	For reference, the relevant sec been included below.	tions of the bylaws and th	e current positions have
	ARTICLE IV: Officers and Comm 4.1. <u>OFFICERS</u> . The officers of Chairman, Clerk and Treasurer	the Authority shall be the	
	4.1.1 <u>CHAIRMAN</u> . The Chairma shall exercise such authority as time, by the Board. He or she together with the Clerk, any less instruments which the Board he that the Board may delegate the matters to the Executive Direct	s is duly conferred upon hi shall sign, either by manua ases, deeds, mortgages, bo as authorized to be execu ne Chairman's authority ov	m or her, from time to al or facsimile signature, onds, contracts or other ted, provided however, ver certain routine
	4.1.2. <u>VICE CHAIRMAN</u> . In the her inability to act, the Vice Ch and when so acting, shall have	airman shall perform the o	duties of the Chairman,
	4.1.3. TREASURER. The Treasu and all duties as may be assign	-	s incidental to the office
	4.1.4. <u>CLERK.</u> The Clerk shall ke maintain a book of resolutions set to expire; be custodian of t affix the Seal of the Authority t perform all other duties incide	and inform the Board of a he corporate records and to documents where the S	ny resolutions that are the Seal of the Authority;
	4.2 ELECTION OR APPOINTME shall be elected from the mem January of each calendar year, have been duly elected. The B	bers of the Board at the fi and they shall hold office	rst regular meeting in until their successors

and Treasurer need not be members of the Board, and such positions shall

continue in office at the pleasure of the Board.

- 4.3. <u>REMOVAL.</u> Any officer may be removed by an affirmative vote of a majority of Directors.
- 4.4. <u>VACANCY.</u> A vacancy in any office may be filled by the Board for the unexpired portion of the term.

Position	Currently Held by:
----------	--------------------

Chairman	Tom Benton
Vice Chairman	Clay Tufly
Treasurer	Sarah Menge
Clerk	Cameron Reece

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

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

Executive Committee:

Position:	Currently Held by:

Chairman	Tom Benton
Vice Chairman	Clay Tufly

Finance and Audit Committee:

Position: Currently Held by:

Commissioner	Ron Velarde
Commissioner	Clay Tufly
Member	Drew Armstrong
Member	Steve Hovland

REVIEWED BY: Executive Director and Legal Counsel

FISCAL IMPACT: N/A

ATTACHMENTS: N/A

STAFF CONTACT: Angela Padalecki

970-248-8588

apadalecki@gjairport.com

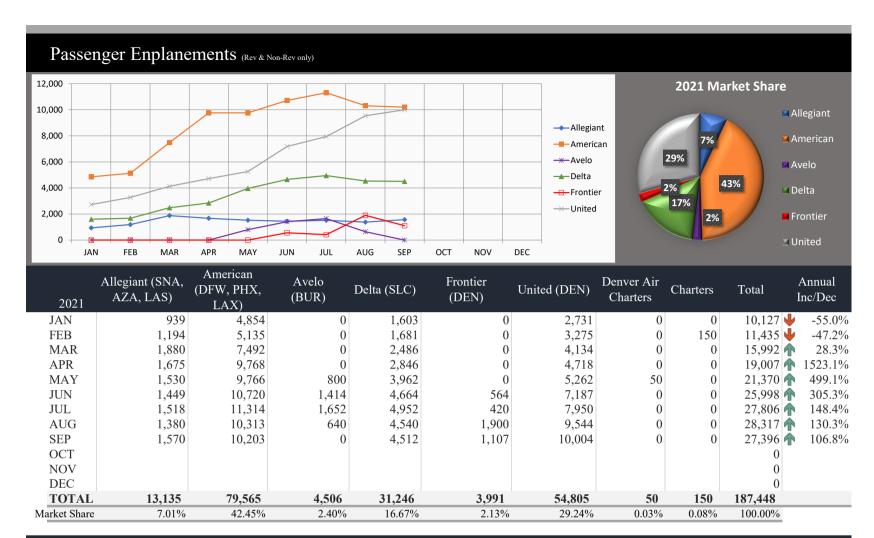
Grand Junction Regional Airport Authority

Agenda Item Summary

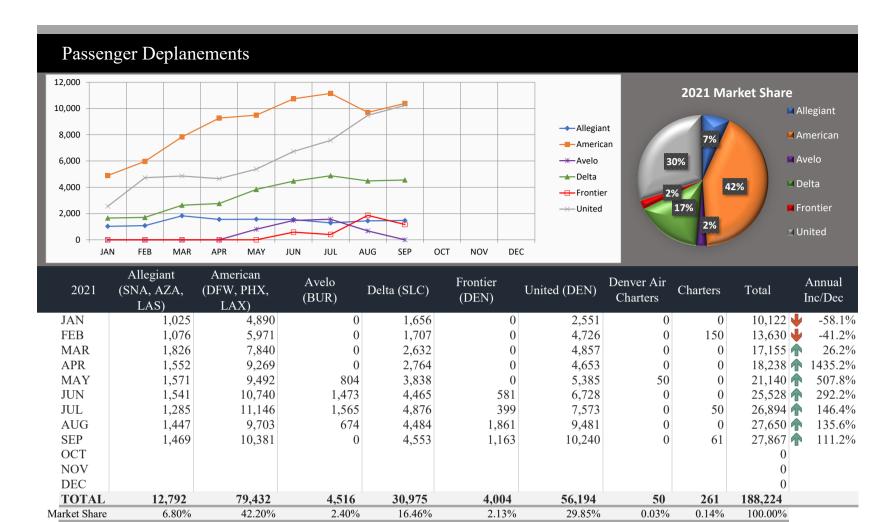
TOPIC:	Terminal Restaurant I	Expansion Concept Discussi	on
PURPOSE:	Information ⊠	Guidance □	Decision 🗆
RECCOMENDATION:	N/A – Discussion Only	1	
SUMMARY:	offerings at the Grand expires in April of 202 because the current r grease trap that is nearly that is nearly with the can be installed.	ently manages the food, be I Junction Airport and their 3. The food offerings at the estaurant space does not he eded to prepare a full menu revenue per passenger can ed and the menu expanded scussion topic is to introdu	existing contract e airport are limited ave a hood vent or u. Management at be increased if a full .
	discussion.		
REVIEWED BY:	Executive Director		
FISCAL IMPACT:	None at this time		
ATTACHMENTS:	None		
STAFF CONTACT:	Angela Padalecki 970-248-8588 <u>apadalecki@gjairport</u>	.com	

GRAND JUNCTION REGIONAL AIRPORT

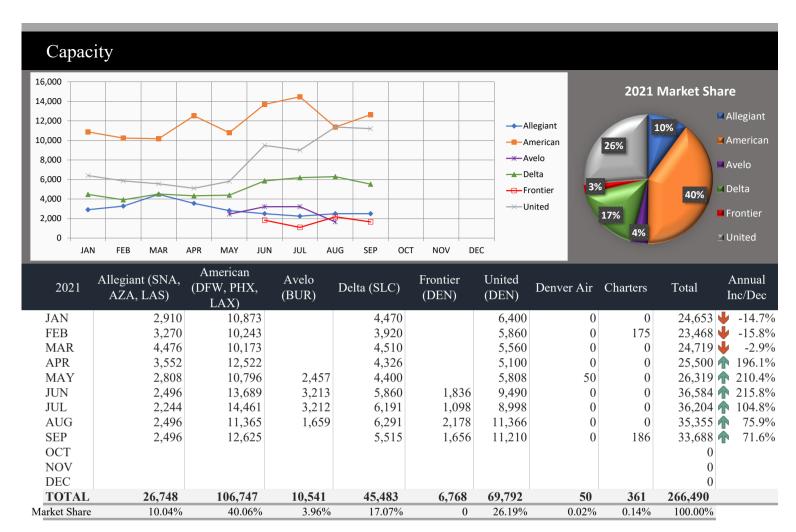
September 2021
DATA & STATISTICS



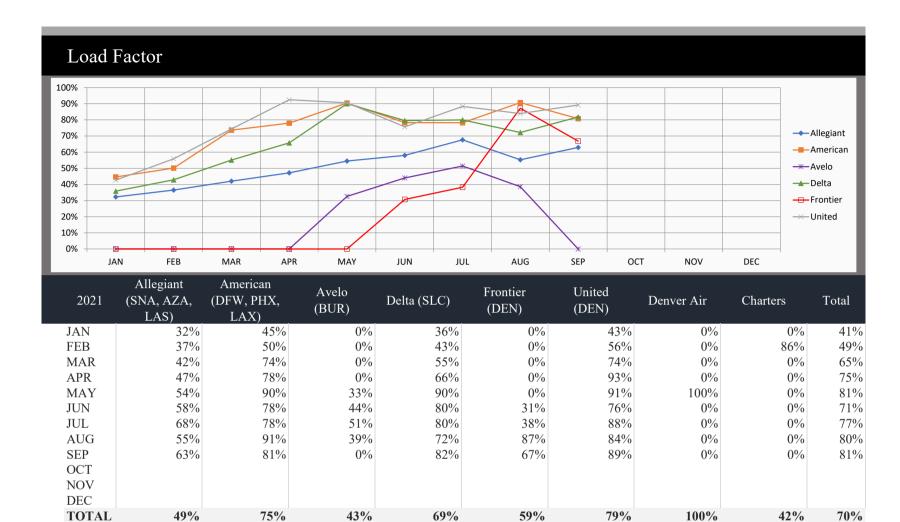
2020	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Avelo (BUR)	Delta (SLC)	Frontier (DEN)	United (DEN)	Denver Air (APA)	Charters	Total
JAN	2,187	10,698	0	3,354	0	5,493	678	82	22,492
FEB	1,913	9,880	0	3,080	0	5,927	689	159	21,648
MAR	1,167	5,577	0	1,874	0	3,510	336	0	12,464
APR	0	721	0	158	0	292	0	0	1,171
MAY	476	2,275	0	296	0	520	0	0	3,567
JUN	1,699	3,318	0	751	0	646	0	0	6,414
JUL	1,856	5,006	0	1,778	0	2,556	0	0	11,196
AUG	1,156	5,509	0	2,491	0	3,139	0	0	12,295
SEP	699	7,078	0	2,720	0	2,749	0	0	13,246
OCT	700	7,746	0	2,939	0	5,196	0	0	16,581
NOV	988	5,560	0	2,322	0	3,722	0	47	12,639
DEC	1,160	5,602	0	1,932	0	3,434	0	0	12,128
TOTAL	14,001	68,970	-	23,695	-	37,184	1,703	288	145,841
Market Share	9.60%	47.29%	0.00%	16.25%	0.00%	25.50%	1.17%	0.20%	100.00%



2020	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Avelo (BUR)	Delta (SLC)	Frontier (DEN)	United (DEN)	Denver Air (APA)	Charters	Total
JAN	2,031	10,110	0	3,752	0	7,638	637	0	24,168
FEB	1,906	9,706	0	3,563	0	7,173	651	167	23,166
MAR	1,252	5,993	0	1,918	0	4,126	308	0	13,597
APR	0	590	0	214	0	384	0	0	1,188
MAY	421	2,327	0	323	0	407	0	0	3,478
JUN	1,759	3,399	0	762	0	589	0	0	6,509
JUL	1,752	4,814	0	1,791	0	2,557	0	0	10,914
AUG	1,144	5,286	0	2,214	0	3,091	0	0	11,735
SEP	666	7,331	0	2,527	0	2,673	0	0	13,197
OCT	611	7,269	0	2,765	0	4,974	0	0	15,619
NOV	979	5,253	0	2,283	0	3,539	0	47	12,101
DEC	1,073	6,057	0	1,903	0	3,714	0	0	12,747
TOTAL	13,594	68,135	-	24,015	-	40,865	1,596	214	148,419
Market Share	9.16%	45.91%	0.00%	16.18%	0.00%	27.53%	1.08%	0.14%	100.00%



2020	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Avelo (BUR)	Delta (SLC)	Frontier (DEN)	United (DEN)	Denver Air	Charters	Total
JAN	2,976	13,112		4,702		6,598	1,320	186	28,894
FEB	2,622	11,874		4,502		7,484	1,200	186	27,868
MAR	2,019	10,989		4,550		7,030	870	0	25,458
APR	0	4,819		1,500		2,294	0	0	8,613
MAY	1,368	4,295		1,100		1,717	0	0	8,480
JUN	4,278	4,230		1,695		1,380	0	0	11,583
JUL	4,167	5,888		4,075		3,552	0	0	17,682
AUG	3,105	7,524		5,310		4,166	0	0	20,105
SEP	1,248	9,599		5,936		2,847	0	0	19,630
OCT	1,248	10,099		5,680		7,342	0	0	24,369
NOV	2,058	10,120		5,032		6,430	0	186	23,826
DEC	2,862	10,226		5,324		6,680	0	0	25,092
TOTAL	27,951	102,775		49,406		57,520	3,390	558	241,600
Market Share	11.57%	42.54%		20.45%		23.81%	1.40%	0.23%	100.00%



2020	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Avelo (BUR)	Delta (SLC)	Frontier (DEN)	United (DEN)	Denver Air	Charters	Total
JAN	73%	82%	0%	71%	0%	83%	51%	44%	78%
FEB	73%	83%	0%	68%	0%	79%	57%	85%	78%
MAR	58%	51%	0%	41%	0%	50%	39%	0%	49%
APR		15%	0%	11%	0%	13%	0%	0%	14%
MAY	35%	53%	0%	27%	0%	30%	0%	0%	42%
JUN	40%	78%	0%	44%	0%	47%	0%	0%	55%
JUL	45%	85%	0%	44%	0%	72%	0%	0%	63%
AUG	37%	73%	0%	47%	0%	75%	0%	0%	61%
SEP	56%	74%	0%	46%	0%	97%	0%	0%	67%
OCT	56%	77%	0%	52%	0%	71%	0%	0%	68%
NOV	48%	55%	0%	46%	0%	58%	0%	25%	53%
DEC	41%	55%	0%	36%	0%	51%	0%	0%	48%
TOTAL	50%	67%	0%	48%	0%	65%	50%	52%	60%

2021 Enplaned and Deplaned Airfreight - Lbs

2021 YTD

Enplaned Freight 2,430,549
Deplaned Freight 4,942,304 7.48%

2020 YTD

Enplaned Freight 2,427,055 Deplaned Freight 4,598,529

2021 Market Share

85%

- ▼ FedEx
- Key Lime
- American
- United
- Delta

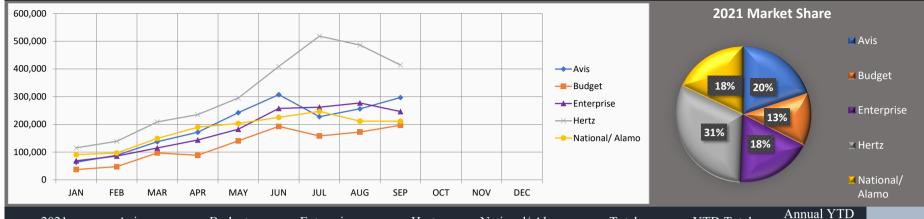
Enplaned	FedEx	Key Lime	American	United	Delta	Total	YTD Total Aı	nnual Inc/Dec
JAN	237,200	26,593	90	49	1,157	265,089	265,089	-14.2%
FEB	166,341	35,227	32	195	2,057	203,852	468,941	-29.8%
MAR	257,387	23,899	-	165	1,811	283,262	752,203	5.0%
APR	245,234	22,593	107	32	1,682	269,648	1,021,851	29.7%
MAY	207,718	20,441	78	-	1,541	229,778	1,251,629	-8.7%
JUN	254,320	24,123	3	16	1,335	279,797	1,531,426	13.0%
JUL	265,902	17,446	2	9	1,305	284,664	1,816,090	6.9%
AUG	275,637	25,107	2	130	1,514	302,390	2,118,480	-2.2%
SEP	289,859	20,999	195	12	1,004	312,069	2,430,549	13.4%
OCT						-	-	
NOV						_		
DEC						-		
TOTAL	2,199,598	216,428	509	608	13,406	2,430,549	2,430,549	
Market Share	90.50%	8.90%	0.02%	0.03%	0.55%	100.00%		

Deplaned	FedEx	Key Lime	American	United	Delta	Total	YTD Total	Month over Ionth Inc/Dec
JAN	393,875	43,681	9	321	23	437,909	437,909	-8.4%
FEB	318,960	100,256	635	62	229	420,142	858,051	-9.7%
MAR	476,391	102,100	84	408	35	579,018	1,437,069	33.6%
APR	390,337	125,283	705	171	78	516,574	1,953,643	7.9%
MAY	404,215	94,773	511	189	229	499,917	2,453,560	-6.5%
JUN	472,875	122,546	5	160	840	596,426	3,049,986	24.7%
JUL	526,608	104,566	764	384	572	632,894	3,682,880	14.8%
AUG	509,244	75,299	14	837	61	585,455	4,268,335	-9.2%
SEP	591,469	80,692	1,707	59	42	673,969	4,942,304	26.4%
OCT						-		
NOV						_		
DEC						_		
TOTAL	4,083,974	849,196	4,434	2,591	2,109	4,942,304	4,942,304	
Market Share	82.63%	17.18%	0.09%	0.05%	0.04%	100.00%		

2021 Aircraft Operations

			Itinerant				LOCAL		
2021	Air Carrier	Air Taxi	General Aviation	Military	TOTAL ITINERANT	Local Civilian	Local Military	TOTAL LOCAL	TOTAL
JAN	518	480	1,688	116	2,802	1,970	132	2,102	4,904
FEB	530	573	1,443	111	2,657	1,462	76	1,538	4,195
MAR	503	718	1,848	119	3,188	1,454		1,522	4,710
APR	517	630	1,673	74	2,894	1,284	60	1,344	4,238
MAY	528	600	1,902	140	3,170	1,244		1,344	4,514
JUN	615	740	2,496	133	3,984	872		1,016	5,000
JUL	563	728	2,282	143	3,716	1,178	120	1,298	5,014
AUG	671	740	2,088	131	3,630	1,128		1,228	4,858
SEP	645	697	2,184	103	3,629	1,658	68	1,726	5,355
OCT					0			0	0
NOV					0			0	0
DEC					0			0	0
TOTAL	5,090	5,906	17,604	1,070	29,670	12,250		13,118	42,788
Historical Data	2016	2017	2018	2019	2020	2021	2020-2021 Inc/Dec		
JAN	3,142	3,325	3,320	3,425	3,713	4,904	32.08%		
FEB	3,600	2,888	2,945	3,473	4,378	4,195	-4.18%		
MAR	3,808	4,356	3,931	4,119	3,241	4,710	45.33%		
APR	3,191	3,717	3,670	3,378	2,436	4,238	73.97%		
MAY	3,810	3,821	3,908	4,075	3,826	4,514	17.98%		
JUN	4,080	4,839	4,287	4,293	4,588	5,000	8.98%		
JUL	4,044	3,997	5,195	4,348	4,784	5,014	4.81%		
AUG	4,111	4,084	5,139	4,256	5,436	4,858	-10.63%		
SEP	3,797	3,496	4,161	3,941	4,777	5,355	12.10%		
OCT	4,322	3,752	4,600	4,004	5,216	-			
NOV	3,651	3,074	4,092	3,811	4,612	-			
DEC	3,448	2,957	3,612	4,216	4,532	-			
TOTAL	45,004	44,306	48,860	47,339	51,539	42,788			

2021 Rental Car Revenues



2021	Avis	Budget	Enterprise	Hertz	National/ Alamo	Total	YTD Total	Annual YTD
2021	AVIS	Duaget	Enterprise	TICITZ	National Alamo	I Otal		Inc/Dec
JAN	63,490	37,121	68,456	115,341	90,873	375,281	375,281	↓ -45.5%
FEB	88,747	47,482	85,630	138,855	96,619	457,332	832,613	-36.9%
MAR	137,342	97,006	114,654	208,673	148,899	706,573	1,539,186	-11.0%
APR	171,522	88,618	143,501	235,388	189,830	828,859	2,368,045	28.9%
MAY	242,237	140,693	182,533	295,030	203,100	1,063,592	3,431,637	7 0.0%
JUN	307,265	192,646	257,472	409,070	224,989	1,391,441	4,823,079	100.3%
JUL	227,496	158,122	261,933	518,255	246,824	1,412,630	6,235,709	108.7%
AUG	256,062	172,401	277,202	486,233	211,488	1,403,386	7,639,095	107.6%
SEP	296,712	196,735	246,145	413,975	211,120	1,364,687	9,003,782	100.2%
OCT						0		
NOV						0		
DEC						0		
TOTAL	1,790,873	1,130,823	1,637,525	2,820,819	1,623,742	9,003,782	9,003,782	
Market Share	19.89%	12.56%	18.19%	31.33%	18.03%	100.00%		

2020	Avis	Budget	Enterprise	Hertz	National/ Alamo	Total	YTD Total
JAN	148,148	79,389	107,387	191,822	162,290	689,036	689,036
FEB	112,051	86,125	99,679	183,678	148,540	630,073	1,319,109
MAR	89,199	57,440	81,502	81,502	100,958	410,601	1,729,710
APR	11,914	9,709	40,198	27,460	18,460	107,741	1,837,451
MAY	24,990	12,252	70,094	41,400	32,427	181,163	2,018,614
JUN	66,889	34,070	104,997	98,136	85,495	389,587	2,408,201
JUL	129,099	60,887	139,672	108,663	141,798	580,119	2,988,320
AUG	141,420	65,178	171,127	149,434	164,014	691,173	3,679,493
SEP	148,427	81,184	220,120	186,261	180,941	816,933	4,496,427
OCT	171,673	105,320	198,626	218,113	211,286	905,017	5,401,444
NOV	81,714	46,375	142,471	146,286	118,060	534,906	5,936,350
DEC	74,890	43,318	106,597	128,086	88,370	441,262	6,377,612
TOTAL	1,200,415	681,247	1,482,471	1,560,841	1,452,639	6,377,612	
Market Share	18.82%	10.68%	23.24%	24.47%	22.78%	100.00%	

2021 Parking Revenues 200,000 12,000 180,000 10,000 160,000 140,000 8,000 120,000 100,000 → Gross Revenue 6,000 80,000 Transactions 4,000 60,000 40,000 2,000 20,000 0 0 JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC Revenue per YTD Gross 2021 Gross Revenue Transactions YTD Transactions Revenue Transaction 3,974 \$ JAN 66,348 3,974 66,348 16.70 \$ 16.98 FEB 68,043 4,007 134,391 7,981 233,229 13,601 \$ 17.59 MAR 98,838 5,620 \$ **APR** 125,854 6,731 359,083 20,332 18.70 \$ 17.52 MAY 142,565 8,135 501,648 28,467 JUN 37,968 \$ 15.45 146,746 9,501 648,394 JUL 48,383 \$ 162,832 10,415 811,226 15.63 181,250 10,348 992,476 58,731 \$ 17.52 **AUG** SEP 17.93 168,273 9,383 68,114 \$ 1,160,749 OCT NOV

2020	Gross Revenue	Transactions	YTD Gross Revenue	YTD Transactions	venue per ansaction
JAN	164,404	9,126	164,404	9,126	\$ 18.01
FEB	169,830	8,653	334,234	17,779	\$ 19.63
MAR	105,709	6,139	439,943	23,918	\$ 17.22
APR	10,638	955	450,581	24,873	\$ 11.14
MAY	23,117	2,086	473,698	26,959	\$ 11.08
JUN	34,278	3,313	507,976	30,272	\$ 10.35
JUL	50,058	4,732	558,034	35,004	\$ 10.58
AUG	63,698	4,840	621,732	39,844	\$ 13.16
SEP	73,618	4,900	695,350	44,744	\$ 15.02
OCT	88,822	5,423	784,172	50,167	\$ 16.38
NOV	85,318	4,781	869,490	54,948	\$ 17.85
DEC	68,555	4,818	938,045	59,766	\$ 14.23
TOTAL	938,045	59,766	938,045	59,766	\$ 15.70

1,160,749

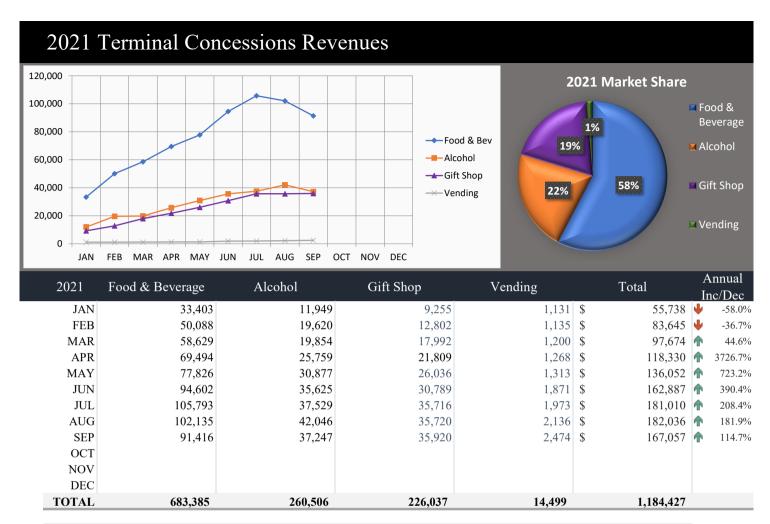
68,114 \$

17.04

68,114

DEC TOTAL

1,160,749



2020	Food & Beverage	Alcohol	Gift Shop	Vending	Total
JAN	78,821	26,260	24,312	3,465	\$ 132,858
FEB	75,834	29,681	23,246	3,439	\$ 132,200
MAR	38,246	15,689	12,351	1,260	\$ 67,547
APR	2,212	148	288	444	\$ 3,092
MAY	10,000	2,991	3,096	440	\$ 16,528
JUN	19,958	7,584	5,280	396	\$ 33,218
JUL	34,685	11,651	11,964	394	\$ 58,694
AUG	39,515	10,492	14,122	443	\$ 64,572
SEP	45,333	16,705	15,065	714	\$ 77,817
OCT	57,108	18,769	19,913	757	\$ 96,547
NOV	41,169	13,311	13,838	764	\$ 69,082
DEC	43,002	15,232	12,005	866	\$ 71,105
TOTAL	485,884	168,515	155,481	13,382	823,261
Market Share	59%	20%	19%	2%	100%

Grand Junction Regional Airport Authority Statements of Changes in Net Position

Unaudited - subject to change

As of Date: 09/30/2021

			Month					
		09/30/2021	09/30/2021	09/30/2020	Forecas	Variance	Prior Year	Variance
		2021 Forecast	Actual	PY Actual	Forecast \$ Var	Forecast % Var	PY \$ Var	PY % Var
	Operating revenue							
	Aeronautical revenue							
	Passenger airline revenue							
1	Passenger airline landing fees	48,167	60,387	39,422	12,220	25.37 %	20,965	53.18 %
2	Terminal rent	96,250	97,416	102,956	1,166	1.21 %	(5,540)	(5.38) %
3	Other (boarding bridge)	1,175	2,846	2,043	1,671	142.21 %	803	39.30 %
	Total Passenger airline revenue	145,592	160,649	144,421	15,057	10.34 %	16,228	11.24 %
	Non-passenger airline revenue							
4	Non-passenger landing fees	7,700	10,773	10,790	3,073	39.91 %	(17)	(0.16) %
5	Cargo and hangar rentals	4,592	4,616	4,561	24	0.52 %	55	1.21 %
6	Fuel tax	17,500	23,070	12,550	5,570	31.83 %	10,520	83.82 %
7	Fuel Flowage Fees and Sales	37,483	38,472	38,721	989	2.64 %	(249)	(0.64) %
8	Other (ramp parking, rapid refuel)	675	450	840	(225)	(33.33) %	(390)	(46.43) %
	Total Non-passenger airline revenue	67,950	77,381	67,462	9,431	13.88 %	9,919	14.70 %
	Total Aeronautical revenue	213,542	238,030	211,883	24,488	11.47 %	26,147	12.34 %
	Non-aeronautical revenue							
9	Land and building leases	49,250	49,135	49,097	(115)	(0.23) %	38	0.08 %
10	Terminal - restaurant & retail	13,000	16,459	7,710	3,459	26.61 %	8,749	113.48 %
11	Terminal - other	14,533	15,294	15,294	761	5.24 %	-	0.00 %
12	Rental cars	88,525	166,815	107,624	78,290	88.44 %	59,191	55.00 %
13	Parking	97,356	148,487	56,037	51,131	52.52 %	92,450	164.98 %
14	Ground Transportation	4,284	6,613	3,683	2,329	54.37 %	2,930	79.55 %
15	Other (advertising, security fee, vending, etc	4,216	4,332	14,689	116	2.75 %	(10,357)	(70.51) %
	Total Non-aeronautical revenue	271,164	407,135	254,134	135,971	50.14 %	153,001	60.20 %
	Total Operating revenues	484,706	645,165	466,017	160,459	33.10 %	179,148	38.44 %

Grand Junction Regional Airport Authority Statements of Changes in Net Position

Unaudited - subject to change

As of Date: 09/30/2021

		09/30/2021	9/30/2019	Variance	to 2019
		Actual	Actual	\$ Var	% Var
	Operating revenue				
	Aeronautical revenue				
	Passenger airline revenue				
1	Passenger airline landing fees	60,387	49,316	11,071	22.45 %
2	Terminal rent	97,416	98,874	(1,458)	(1.47) %
3	Other (boarding bridge)	2,846	8,940	(6,094)	(68.17) %
	Total Passenger airline revenue	160,649	157,130	3,519	2.24 %
	Non-passenger airline revenue				
4	Non-passenger landing fees	10,773	8,237	2,536	30.79 %
5	Cargo and hangar rentals	4,616	4,483	133	2.97 %
6	Fuel tax	23,070	19,745	3,325	16.84 %
7	Fuel Flowage Fees and Sales	38,472	52,642	(14,170)	(26.92) %
8	Other (ramp parking, rapid refuel)	450	1,710	(1,260)	(73.68) %
	Total Non-passenger airline revenue	77,381	86,817	(9,436)	(10.87) %
	-				
	Total Aeronautical revenue	238,030	243,947	(5,917)	(2.43) %
	Non-aeronautical revenue				
9	Land and building leases	49,135	48,614	521	1.07 %
10	Terminal - restaurant & retail	16,459	12,975	3,484	26.85 %
11	Terminal - other	15,294	15,042	252	1.68 %
12	Rental cars	166,815	123,044	43,771	35.57 %
13	Parking	148,487	134,468	14,019	10.43 %
14	Ground Transportation	6,613	5,623	990	17.61 %
15	Other (advertising, security fee, vending, etc_	4,332	2,477	1,855	74.89 %
	Total Non-aeronautical revenue	407,135	342,243	64,892	18.96 %
	Total Operating revenues	645,165	586,190	58,975	10.06 %
	-	,	,	,	

Variance Explanations - September 2021 Revenue compared to forecast - Preliminary Financial Statements

Note that expenses have not been presented and compared on a monthly basis, because the timing of incurring expenses are more difficult to estimate and the YTD variances are more meaningful. Variance explanations and account explanations have been provided below for revenue accounts that have a forecast to actual variance of more than 5% and where the revenue category makes up at least 5% of the monthly operating revenue forecast for September (\$24,000). Explanations are not provided for prior year variances because we do not expect any of the accounts to align with prior year except the fixed rent revenues.

Operating Revenues:

- Passenger airline landing fees The passenger landing fee revenue forecast assumed 437 commercial landings in September 2021, and actual scheduled landings were 482, 17 of which were credited for incentive routes. All airlines met or exceeded their forecasted projections. Additionally, there were 13 diversion landings in September. As a result, passenger airline landing revenue was 25% above forecast.
- 12 <u>Rental Cars</u> Rental car revenue exceeded forecast by more than 88% or \$78K. This is due to the increase in enplaned passengers which was up 37% from the forecast (more than 7,000 additional passengers) as well as more rental days and a higher average daily rate. September 2021 saw 3,400 more rental days than September 2019 at a higher daily rate.
- 13 <u>Parking</u> Parking revenue exceeded forecast by 52.5% for September 2021. The spending per passenger for parking is still below the pre-COVID levels, primarily due to a change in the passenger mix between business and leisure travel but is exceeding forecast expectations.

Grand Junction Regional Airport Authority Statements of Changes in Net Position

Unaudited - subject to change

		Year to Date										
		09/30/2021	0	9/30/2021	0	9/30/2020	Forecast Variance			Prior Year Variance		
		Forecast		Actual		PY Actual	Forecast \$ Forecast % Remaining Remaining			PY \$ Var	PY % Var	
	Operating revenue											
	Aeronautical revenue											
	Passenger airline revenue											
1	Passenger airline landing fees	\$ 433,503	\$	491,677	\$	339,953	\$	58,174	13.42 %	\$	151,724	44.63 %
2	Terminal rent	866,250		883,890		932,073		17,640	2.04 %		(48,183)	(5.17) %
3	Other (boarding bridge)	10,575		19,473		16,401		8,898	84.14 %		3,072	18.73 %
	Total Passenger airline revenue	1,310,328		1,395,040		1,288,427		84,712	6.46 %		106,613	8.27 %
	Non-passenger airline revenue								_			
4	Non-passenger landing fees	76,100		120,468		164,899		44,368	58.30 %		(44,431)	(26.94) %
5	Cargo and hangar rentals	41,328		41,380		40,819		52	0.13 %		561	1.37 %
6	Fuel tax	157,500		149,473		117,088		(8,027)	(5.10) %		32,385	27.66 %
7	Fuel Flowage Fees and Sales	337,347		348,390		317,998		11,043	3.27 %		30,392	9.56 %
8	Other (ramp parking, rapid refuel)	6,075		7,350		4,740		1,275	20.99 %		2,610	55.06 %
	Total Non-passenger airline revenue	618,350		667,061		645,544		48,711	7.88 %		21,517	3.33 %
	Total Aeronautical revenue	1,928,678		2,062,101		1,933,971		133,423	6.92 %		128,130	6.63 %
	Non-aeronautical revenue								_			
9	Land and building leases	443,250		458,106		460,014		14,856	3.35 %		(1,908)	(0.41) %
10	Terminal - restaurant & retail	109,000		116,992		68,472		7,992	7.33 %		48,520	70.86 %
11	Terminal - other	130,797		137,649		137,002		6,852	5.24 %		647	0.47 %
12	Rental cars	814,725		1,157,191		646,396		342,466	42.03 %		510,795	79.02 %
13	Parking	842,763		968,551		573,318		125,788	14.93 %		395,233	68.94 %
14	Ground Transportation	37,082		40,280		24,058		3,198	8.62 %		16,222	67.43 %
15	Other (advertising, security fee, etc.)	37,944		56,009		37,036		18,065	47.61 %		18,973	51.23 %
	Total Non-aeronautical revenue	2,415,561		2,934,778		1,946,296		519,217	21.49 %		988,482	50.79 %
	Total Operating Revenues	\$ 4,344,239	\$	4,996,879	\$	3,880,267	\$	652,640	15.02 %	\$	1,116,612	28.78 %

Grand Junction Regional Airport Authority Statements of Changes in Net Position

Unaudited - subject to change

		09/30/2021		9/30/2019		Variance to	2019	
			Actual		Actual	\$ Var	% Var	
	Operating revenue							
	Aeronautical revenue							
	Passenger airline revenue							
1	Passenger airline landing fees	\$	491,677	\$	469,248	\$ 22,429	4.78 %	
2	Terminal rent		883,890		887,156	(3,266)	(0.37) %	
3	Other (boarding bridge)		19,473		93,400	(73,927)	(79.15) %	
	Total Passenger airline revenue		1,395,040		1,449,804	(54,764)	(3.78) %	
	Non-passenger airline revenue							
4	Non-passenger landing fees		120,468		70,897	49,571	69.92 %	
5	Cargo and hangar rentals		41,380		40,016	1,364	3.41 %	
6	Fuel tax		149,473		156,056	(6,583)	(4.22) %	
7	Fuel Flowage Fees and Sales		348,390		401,843	(53,453)	(13.30) %	
8	Other (ramp parking, rapid refuel)		7,350		6,330	1,020	16.11 %	
	Total Non-passenger airline revenue		667,061		675,142	(8,081)	(1.20) %	
	Total Aeronautical revenue		2,062,101		2,124,946	(62,845)	(2.96) %	
	Non-aeronautical revenue							
9	Land and building leases		458,106		443,021	15,085	3.41 %	
10	Terminal - restaurant & retail		116,992		125,543	(8,551)	(6.81) %	
11	Terminal - other		137,649		135,562	2,087	1.54 %	
12	Rental cars		1,157,191		990,447	166,744	16.84 %	
13	Parking		968,551		1,117,870	(149,319)	(13.36) %	
14	Ground Transportation		40,280		56,923	(16,643)	(29.24) %	
15	Other (advertising, security fee, etc.)		56,009		72,844	(16,835)	(23.11) %	
	Total Non-aeronautical revenue		2,934,778		2,942,210	(7,432)	(0.25) %	
	Total Operating Revenues	\$	4,996,879	\$	5,067,156	\$ (70,277)	(1.39) %	

Grand Junction Regional Airport Authority Statements of Changes in Net Position Unaudited - subject to change

	, s	Year to Date							
		09/30/2021	09/30/2021	09/30/2020	Forecast V	ariance	Prior Year Variance		
		Forecast	Actual	PY Actual	Forecast \$ Variance	Forecast % Variance	PY \$ Var	PY % Var	
	Operating expenses								
16	Personnel compensation and benefits	\$ 1,875,753	\$ 1,736,290	\$ 1,776,727	(139,463)	(7.44) %	(40,437)	(2.28) %	
17	Communications and utilities	233,253	260,779	228,944	27,526	11.80 %	31,835	13.91 %	
18	Supplies and materials	389,652	347,269	282,421	(42,383)	(10.88) %	64,848	22.96 %	
19	Contract services	557,487	488,452	426,001	(69,035)	(12.38) %	62,451	14.66 %	
20	Repairs & maintenance	296,559	255,934	196,624	(40,625)	(13.70) %	59,310	30.16 %	
21	Insurance	101,250	92,407	90,389	(8,843)	(8.73) %	2,018	2.23 %	
22	Training, Travel, & Air Service Development	99,756	50,573	65,480	(49,183)	(49.30) %	(14,907)	(22.77) %	
23	Other Expense (marketing, professional dues, e	86,616	124,673	57,797	38,057	43.94 %	66,876	115.71 %	
24	Contingency Expense	-	-			0.00 %		0.00 %	
	Total Operating expenses	3,640,326	3,356,377	3,124,383	(283,949)	(7.80) %	231,994	7.43 %	
	Non-operating revenue (expenses)								
25	Passenger facility charges	704,628	826,199	483,938	121,571	17.25 %	342,261	70.72 %	
26	Interest income	31,203	26,791	58,468	(4,412)	(14.14) %	(31,677)	(54.18) %	
27	Interest expense	(576,378)	(576,419)	(593,304)	(41)	(0.01) %	16,885	2.85 %	
28	Customer facility charges	449,478	505,728	156,704	56,250	12.51 %	349,024	222.73 %	
29	Capital contributions	20,163,996	15,418,185	5,504,374	(4,745,811)	(23.54) %	9,913,811	180.11 %	
29	Capital expenditures	(21,990,492)	(16,676,414)	(7,558,215)	5,314,078	24.17 %	(9,118,199)	-120.64%	
30	Debt principal payments	-	-	-	-	0.00 %	-	0.00 %	
31	Other			(2,054)		0.00 %	2,054	(100.00) %	
	Total Non-operating revenue (expenses)	(1,217,565)	(475,930)	(1,950,089)	741,635	60.91 %	1,474,159	75.59 %	
	Excess of revenue over (under) expense	\$ (513,652)	\$ 1,164,572	\$ (1,194,205)	1,678,224	326.72 %	2,358,777	197.52 %	

Grand Junction Regional Airport Authority Statements of Changes in Net Position

Unaudited - subject to change

		09/30/2021		9/30/2019		Prior Year \		Variance	
	•		Actual		Actual		Var	% Var	
	Operating expenses								
16	Personnel compensation and benefits	\$	1,736,290	\$	1,768,429		(32,139)	(1.82) %	
17	Communications and utilities		260,779		238,035		22,744	9.55 %	
18	Supplies and materials		347,269		377,433		(30,164)	(7.99) %	
19	Contract services		488,452		455,968		32,484	7.12 %	
20	Repairs & maintenance		255,934		275,570		(19,636)	(7.13) %	
21	Insurance		92,407		82,957		9,450	11.39 %	
22	Training, Travel, & Air Service Development		50,573		146,654		(96,081)	(65.52) %	
23	Other Expense (marketing, professional dues, ϵ		124,673		40,622		84,051	206.91 %	
24	Contingency Expense		-		3,597		(3,597)	0.00 %	
	Total Operating expenses		3,356,377		3,389,265		(32,888)	(0.97) %	
	Non-operating revenue (expenses)				_				
25	Passenger facility charges		826,199		797,904		28,295	3.55 %	
26	Interest income		26,791		191,221	(164,430)	(85.99) %	
27	Interest expense		(576,419)		(609,642)		33,223	5.45 %	
28	Customer facility charges		505,728		566,265		(60,537)	(10.69) %	
29	Capital contributions		15,418,185		2,172,302	13,	245,883	609.76 %	
29	Capital expenditures	(16,676,414)		(7,199,968)	(9,	476,446)	-131.62%	
30	Debt principal payments		-		-		-	0.00 %	
31	Other		-				-	0.00 %	
	Total Non-operating revenue (expenses)		(475,930)		(4,081,918)	3,	605,988	88.34 %	
	Excess of revenue over (under) expense	\$	1,164,572	\$	3,880,267	4,	755,488	(122.56) %	
	•								

GJRAA - Breakdown of Capital Expenditure Costs Year-to-Date through September 30, 2021

2021 AIP CAPITAL EXPENDITURES INCURRED AND GRANT REVENUE RECOGNIZED

Grand Number	Project/Grant Description	2021 Project Costs Incurred	FAA Grant Revenue Recognized in 2021	CDOT Grant Revenue Recognized	2021 GJRAA Local Share
AIP 62	Relocate perimeter road, fencing, and MALSR design	4,078	3,670	-	408
AIP 63	Road, Fencing, drainage pond, and earthwork	6,706	6,035	-	671
AIP 66	Construct Run-up Pad & Rehab Apron	9,168,276	9,168,276	-	-
AIP 67	Taxiway A and RWY 11-29 Construction	5,019,133	5,019,133	-	-
AIP 68	Runway Design - Earthwork, Prism, and Drainage	1,083,759	1,083,759	-	-
AIP 69	Airport Development Plan	76,877	76,877	-	
	Total AIP Projects	\$ 15,358,829	\$ 15,357,750	\$ -	\$ 1,079

^{**} Note that the ACGRP Grant is available to draw down for operating costs. As of September 30, 2021, no draws have yet been made to reimburse 2021 costs incurred and revenue will be recognized as draw down requests are submitted.

	2021 Costs	
Project Description	Incurred	
Admin Building Landscaping	35,339	
Terminal Improvements - Non-Rental Car	894,637	
Rental Car Area Improvements	206,626	
Security System Updates	12,387	
ATCT A/C Compressor	9,758	
Gravity Roller Outbound Baggage Improvements	16,429	
RWY 4-22 Rehab Design	99,859	
GA Drainage Repairs	42,551	
Total Non-AIP Pr	ojects \$ 1,317,585	

Variance Explanations - YTD September 30, 2021 Preliminary Financial Statements

Variance explanations have been provided below for revenue and expense accounts that have a forecast variance of more than 5% and where the revenue or expense category makes up at least 5% of the YTD operating forecast of \$217,000 for revenue and \$241,000 for all non-capital expenses. Explanations are not provided for prior year variances because we do not expect most of the accounts to align with prior year.

YTD September 2021 passenger traffic was up 6% (about 10,600 enplanements) from forecast and scheduled commercial landings were in line with forecast. Operating Revenues: Operating revenues were \$653K (15%) ahead of forecast through September 2021 due to higher than expected commercial landings and enplaned passengers. Total forecasted operating revenue for the year is \$5.79M. Total 2021 budgeted operating revenues was \$4.88M which was surpassed in September.

- 1 <u>Passenger Landing Fees</u> Passenger landing fees year to date were \$58K above forecasted expectations. This positive variance is expected based on the current activity levels that exceeded both the budgeted and re-forecast assumptions.
- 12 <u>Rental Cars</u> Rental Car Revenue exceeded forecast year-to-date through September 2021 as a result of the record passenger traffic and increased average daily rates. Rental car revenue is 17% higher than the YTD rental car revenue through September 2019.
- 13 <u>Parking</u> Parking revenue exceeded forecast year to date through September 2021 due to the increase in passengers, but spending per enplaned passenger is at approximately \$5.09 and remains below the pre-pandemic levels (2019 YTD through September was \$5.68/enplanement).

Operating Expenses: Total Operating Expenses through September 2021 were \$284k below forecast. Most of the forecast variance is in personnel compensation due to unforeseen vacancies. The remainder of the favorable variance is spread fairly evenly across the operating expense categories.

- 16 Personnel Compensation & Benefits Compensation and benefits were below forecast due to vacant positions that weren't filled as soon as planned.
- 18 <u>Supplies & Materials</u> Supplies & Materials costs were \$42,000 below forecast YTD through September. Of this variance, \$23k is due to fuel purchases being lower than expected in the re-forecast.
- 19 <u>Contract Services</u> Contract services are \$69,000 below the YTD forecast through September 2021 primarily due to both Engineering and Planning services and Legal services that are planned evenly throughout the year that were running below forecast through September.
- 20 <u>Repairs & Maintenance</u> Repairs and Maintenance activities were \$40,600 below forecast through September. The timing of incurring these costs is somewhat unpredictable, therefore we estimated even spending for forecast purposes. The replacement of the A/C compressor in the Air Traffic Control Tower, roadway sign refurbishments, and outdoor terminal painting were the only large repairs YTD through September.

Non-Operating Revenues and Expenses:

- 25 <u>PFC Revenue</u> PFC revenue was above forecast because actual passenger numbers through September 2021 were higher than forecast resulting in higher than expected PFC revenue.
- 28 <u>CFC Revenue</u> CFC revenue was above forecast due to the increase in passengers as well as a notable increase in the number of days cars are rented for. YTD September 2021 had an average rental transaction of 4.57 days compared to 3.88 for the same period in 2020 and 3.76 days in 2019.
- 29 <u>Capital Contributions & Expenditures</u> The timing of capital contributions (grant revenue) and capital expenditures is somewhat unpredictable therefore the forecast represents the full annual forecast and the variance represents the estimated amount remaining to be spent. Year to date through September 30, 2021 the Airport has utilized approximately 69% of the annual capital budget. The majority of the capital costs are expected to be incurred between March and October. See the attached detail of costs incurred by project.

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

		onth Ending 09/30/2021	onth Ending 08/31/2021	Variance	
	Assets	 _	 _		
	Current Assets				
	Cash and Cash Equivalents - Unrestricted	\$ 13,604,177	\$ 14,313,357	\$	(709,180)
	Cash and Cash Equivalents - Restricted	2,735,165	 2,534,946		200,219
1	Total Cash and Cash Equivalents	16,339,342	16,848,303		(508,961)
	Accounts Receivable				
	Accounts Receivable - Ops, net of allowance of \$24,000	1,313,531	1,021,763		291,768
	Accounts Receivable - Capital	6,902,137	4,533,102		2,369,035
2	Total Accounts Receivable, Net	8,215,668	5,554,865		2,660,803
3	Prepaid Expenses	132,719	152,683		(19,964)
	Total Current Assets	24,687,729	22,555,851		2,131,878
	Non-Current Assets				
	Capital Assets				
	Capital Assets not subject to depreciation	15,753,237	15,753,237		-
	Capital Assets subject to depreciation, net	54,750,265	 55,164,920		(414,655)
4	Total Capital Assets, Net	70,503,503	70,918,157		(414,655)
5	Bond Project Fund	415,583	 415,583		-
	Total Non-Current Assets	70,919,085	 71,333,740		(414,655)
	Total Assets	 95,606,815	 93,889,591		1,717,224
6	Deferred Outflows of Resources - Pension Plan	490,761	 490,761		_
	Liabilities				
	Current Liabilities				
7	Accounts Payable - Ops	203,015	191,868		11,146
7	Accounts Payable - Capital	5,314,506	3,486,775		1,827,731
8	Accrued Expenses	257,203	219,941		37,261
9	Lease Deposits	154,140	154,140		-
10	Deferred Revenue	25,067	25,067		-
11	Current portion of capital lease and bonds payable	1,193,219	 1,129,232		63,988
	Total Current Liabilities	7,147,150	5,207,024		1,940,126
	Long Term Liabilities				
	Bond and capital lease payable	17,239,558	17,239,558		-
	Deferred Revenue	376,000	378,089		(2,089)
	Net Pension and OPEB Liability	1,975,954	1,975,954		
12	Total Long Term Liabilities	19,591,512	19,593,601		(2,089)
	Total Liabilities	 26,738,662	24,800,625		1,938,037
13	Deferred Inflows of Resources - Pension Plan	 781,350	781,350		
	Total Net Position	\$ 68,577,564	\$ 68,798,377	\$	(220,813)

Variance Explanations - September 2021 Statement of Financial Position Assets: Total Assets increased by \$1.72M from August 2021 to September 2021 driven by the \$2.7M increase in accounts receivable.

- 1 <u>Cash</u> Cash decreased by \$509k from August 2021 to September 2021. The decrease was primarily due to the project payments made in September that we had not yet received grant reimbursements for.
- 2 <u>Accounts Receivable</u> Accounts receivable includes both operating receivables and capital receivables from grants. Operating receivables increased approximately \$292k due to the continued increase in traffic numbers. Due to large construction costs incurred during the month, the capital receivables from grants had a increase of \$2.37M.
- 3 <u>Prepaid Expenses</u> Prepaid expenses are primarily related to insurance contracts and software subscriptions that we pay annually, or in advance, that we will receive benefit for over a period of time. As we use these services over the policy or contract period, the amount is recognized as an expense, rather than expensing the entire annual cost in the month that it is paid. The decrease in this account is the recognition of the portion of prepaid expense used in that month.
- 4 <u>Capital Assets, Net</u> 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, 2020.
- 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 <u>Deferred Outflows of Resources - Pension Plan</u> – The deferred outflows of resources represent a timing difference for recognizing changes in the estimated pension liability for our PERA pension and health plans offered to employees. The pension liability is only re-valued annually so there is no change from month to month. The change in these accounts all represent accounting estimates and non-cash transactions. These amounts will only change once per year when the calculation is updated.

Liabilities: Total Liabilities increased \$1.9M from August 2021 to September 2021 due to an increase in capital accounts payable associated with the airfield projects.

- 7 <u>Accounts Payable</u> 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. In September, the primary activity was the Taxiway A and Runway 11/29 Rehab which resulted in an increase in capital payables of \$1.8M.
- 8 <u>Accrued Expenses</u> This category is primarily made up of liabilities for un-used PTO (approximately \$169,000) 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 <u>Lease Deposits</u> 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 <u>Deferred Revenue</u> 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 <u>Current Portion of capital lease and bonds payable</u> 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 change from the prior month represents the amount of interest expense incurred during the period.
- 12 <u>Long-Term Liabilities</u> 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 2021.

Deferred Inflows of Resources:

13 <u>Deferred Inflows of Resources - Pension Plan</u> — 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.