Grand Junction Regional Airport Authority



Date: November 12, 2024

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/85054571121?pwd=Rmd2ZUpBVS81UU56ZGZyRW5Yb3INZz09

Time: 11:30 AM

REGULAR MEETING AGENDA

I. Call to Order

- II. Pledge of Allegiance
- III. Approval of Agenda
- IV. Commissioner Comments
- V. Citizens Comments

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

VI. Consent Agenda

A. October 15, 2024 Meeting Minutes

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- Approve the October 15, 2024 Board Meeting Minutes.

		November 12 2024
	A. B.	Executive Director Report (Angela Padalecki) <u>Finance and Activity Report (Jennifer Kroeker)</u> 10
IX.	Staf	f Reports
	A.	Air Service Incentive Agreement Update 9
VIII.	Disc	ussion
		 Approve Gensler Work Authorization No. 007 in the amount of \$436,654 to perform conceptual design for the terminal expansion and authorize the Executive Director to sign.
	D.	Gensler Scope of Work to perform the conceptual design of the terminal expansion 8
		 Approve contract with FCI Constructors, Inc. to provide On-Call General Contractor Service and authorize the Executive Director to sign.
	C.	Recommendation of Professional Airport General Contractor On-Call Services 7
		 Approve the Notice of Award and Contract to award Aircraft Rescue and Fire Fighting (ARFF) Vehicle to Oshkosh Airport Products for a contract amount of \$1,239,004 and authorize the Executive Director to sign.
	B.	Notice of Award and Contract Approval to Oshkosh Airport Products for acquisition of ARFF Vehicle
	D	 Adopt Resolution No. 2024-06 to adopt the 2025 Budget and appropriate funds for 2025.
	A.	Resolution No. 2024-06 to adopt 2025 Budget and Appropriate Funds for 2025 5
VII.	Acti	on
		 Approve Arconas Quotation #E000009938 in the amount of \$106,775.00 with a 10% contingency of \$10,677.50 to purchase, deliver and install seating in the boarding area.
	D.	Arconas Seating Purchase 4
		 Approve the Transportation Security Clearinghouse (TSC) services agreement and authorize the Executive Director to sign the Agreement and approve renewal options included in the contract.
	C.	<u>Transportation Security Clearinghouse Services Agreement</u> 3
		 Approve the proposed health insurance plan and cost sharing as outlined in the Agenda Item Summary for the plan year of January 1, 2025 through December 31, 2025 and authorize the Executive Director to sign all plan documents and approve invoices.

GJRAA Employee Health Insurance

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Χ.	Any other business which may come before the Board	
XI.	Adjournment	
	November 12, 2024	



Grand Junction Regional Airport Authority Board Regular Board Meeting

Meeting Minutes October 15, 2024

REGULAR BOARD MEETING

I. Call to Order

Mr. Tom Benton, Board Chairman, called the Meeting of the Grand Junction Regional Airport Authority Board to order at 11:30 AM on October 15, 2024, 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)
Linde Marshall (Vice Chair)

Chris West Lee Kleinman Cody Kennedy Cody Davis

Thaddeus Shrader

Airport Staff:

Angela Padalecki (Executive Director)

Dan Reimer (Counsel)

Dylan Heberlein

Ben Peck

Cameron Reece (Clerk)

Travis Portenier

Victoria Hightower

Jennifer Kroeker

Guests:

Jeremy Lee, Mead and Hunt Rebekah Wagoner, Gensler

Becca Faull, Gensler

Sarah Harrison, Gensler

Harry Spetnagel, Gensler

Roger Knobeloch, Garver

Colin Bible, Garver

Harrison Earl, CMT

Ja'Ronn Alex, Media

Dan West, Daily Sentinel

II. Pledge of Allegiance

III. Approval of Agenda

Commissioner Davis made a motion to approve the October 15, 2024, Board Agenda. Commissioner Shrader seconded the motion. Roll Call Vote: Commissioner Shrader, yes; Commissioner Kennedy, yes; Commissioner Benton, yes; Commissioner Marshall, yes;

October 15, 2024, Minutes – Page 1

Commissioner Kleinman, yes; and Commissioner Davis, yes; Commissioner West, yes. The motion carries.

IV. Commissioner Comments

Commissioner Marshall commented on the Delta Airline Air Service Announcement and thanked staff and other partners for all of their hard work to get the service back.

V. Citizen Comments

No Citizen Comments were made.

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

- A. GJRAA 2024 Budget Amendment
- B. GJRAA 2025 Budget

VII. Consent Agenda

A. September 17, 2024 Meeting Minutes

Approve the September 17, 2024 Board Meeting Minutes.

B. Plante Moran Audit Engagement Letter for 2024 Audits

Approve the audit engagement letter with Plante Moran for the 2024 audits.

Commissioner Marshall made a motion to approve the Consent Agenda. Commissioner West seconded the motion. Roll Call Vote: Commissioner Shrader, yes; Commissioner Kennedy, yes; Commissioner Benton, yes; Commissioner Marshall, yes; Commissioner Kleinman, yes; and Commissioner Davis, yes; Commissioner West, yes. The motion carries.

VIII. Action

A. Resolution No. 2024-05: Resolution to Amend Budget

Adopt Resolution No. 2024-05: Resolution of the Board of Commissioners to Amend 2024 Budget.

Commissioner Davis made a motion to adopt Resolution No. 2024-05: Resolution of the Board of Commissioners to Amend 2024 Budget. Commissioner Shrader seconded the motion. Roll Call Vote: Commissioner Shrader, yes; Commissioner Kennedy, yes; Commissioner Benton, yes; Commissioner Marshall, yes; Commissioner Kleinman, yes; and Commissioner Davis, yes; Commissioner West, yes. The motion carries.

B. Resolution No. 2024-04: Resolution Regarding Asset Disposal

Adopt Resolution No. 2024-04: Resolution of the Board of Commissioners Regarding Asset Disposal.

October 15, 2024, Minutes – Page 2

Commissioner West made a motion to adopt Resolution No. 2024-04: Resolution of the Board of Commissioners Regarding Asset Disposal. Commissioner Davis seconded the motion. Roll Call Vote: Commissioner Shrader, yes; Commissioner Kennedy, yes; Commissioner Benton, yes; Commissioner Marshall, yes; Commissioner Kleinman, yes; and Commissioner Davis, yes; Commissioner West, yes. The motion carries.

C. Mead & Hunt Task Order No. 16 – Pavement Subbase Construction Administration
Approve Mead & Hunt Task Order No. 16-1, 16-2 and 16-3 for the total amount of
\$5,167,364.00 to perform preconstruction services and construction administration for
the Pavement Subbase Schedules 1 and 2 construction and authorize the Executive
Director to sign the Task Orders.

Commissioner Marshall made a motion to Approve Mead & Hunt Task Order No. 16-1, 16-2 and 16-3 for the total amount of \$5,167,364.00 to perform preconstruction services and construction administration for the Pavement Subbase Schedules 1 and 2 construction and authorize the Executive Director to sign the Task Orders. Commissioner Davis seconded the motion. Roll Call Vote: Commissioner Shrader, yes; Commissioner Kennedy, yes; Commissioner Benton, yes; Commissioner Marshall, yes; Commissioner Kleinman, yes; and Commissioner Davis, yes; Commissioner West, yes. The motion carries.

D. Garver Task Order No. 16 for Pavement Subbase Support

to sign the Task Order.

Approve Garver Task Order 16 No. 16-1, 16-2, and 16-3 for \$1,326,300 to support Pavement Subbase Schedules 1 and 2 construction project and the ongoing runway replacement program and authorize the Executive Director to sign the Task Order.

Commissioner Davis made a motion to approve Garver Task Order 16 No. 16-1, 16-2, and 16-3 for \$1,326,300 to support Pavement Subbase Schedules 1 and 2 construction project and the ongoing runway replacement program and authorize the Executive Director to sign the Task Order. Commissioner Shrader seconded the motion. Roll Call Vote: Commissioner Shrader, yes; Commissioner Kennedy, yes; Commissioner Benton, yes; Commissioner Marshall, yes; Commissioner Kleinman, yes; and Commissioner Davis, yes; Commissioner West, yes. The motion carries.

E. Mead & Hunt Task Order No. 17 – Fiscal Year 2025 Engineering Services Approve Mead & Hunt Task Order No. 17 in the amount of \$382,173.00 to design the FY 2025 Final Drainage City Permitting Package, FAA NAVAID Relocation Design Coordination, and Relocate Primary and Secondary Airport Control and authorize the Executive Director

Commissioner Shrader made a motion to approve Mead & Hunt Task Order No. 17 in the amount of \$382,173.00 to design the FY 2025 Final Drainage City Permitting Package, FAA NAVAID Relocation Design Coordination, and Relocate Primary and Secondary Airport Control and authorize the Executive Director to sign the Task Order. Commissioner Marshall seconded the

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motion. Roll Call Vote: Commissioner Shrader, yes; Commissioner Kennedy, yes; Commissioner Benton, yes; Commissioner Marshall, yes; Commissioner Kleinman, yes; and Commissioner Davis, yes; Commissioner West, yes. The motion carries.

F. Gensler Scope of Work for Branding and Signage and Wayfinding Development
Approve Gensler Work Authorization No. 009 in the amount of \$155,500 and authorize the Executive Director to sign.

Commissioner West made a motion to approve Gensler Work Authorization No. 009 in the amount of \$155,500 and authorize the Executive Director to sign. Commissioner Marshall seconded the motion. Roll Call Vote: Commissioner Shrader, yes; Commissioner Kennedy, yes; Commissioner Benton, yes; Commissioner Marshall, yes; Commissioner Kleinman, yes; and Commissioner Davis, yes; Commissioner West, yes. The motion carries.

G. Transportation Services Agreement with SkyWest

Approve Transportation Services Agreement with SkyWest Airlines and authorize the Executive Director to sign.

Commissioner Marshall made a motion to approve Transportation Services Agreement with SkyWest Airlines and authorize the Executive Director to sign. Commissioner Davis seconded the motion. Roll Call Vote: Commissioner Shrader, yes; Commissioner Kennedy, yes; Commissioner Benton, yes; Commissioner Marshall, yes; Commissioner Kleinman, yes; and Commissioner Davis, yes; Commissioner West, yes. The motion carries.

IX. Staff Reports

- A. Executive Director Report (Angela Padalecki)
- B. Finance and Activity Report (Jennifer Kroeker)

X. Any other business which may come before the Board

XI. Adjournment

The meeting adjourned at approximately 1:03pm

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

Tom Benton, Board Chairman		

ATTEST:

Cameron Reece, Clerk to the Board

Grand Junction Regional Airport Authority

Agenda Item Summary

STAFF CONTACT:

TOPIC:	GJRAA Employee Health Insurance			
PURPOSE:	Information ☐ Guidance ☐ Decision ☒			
RECOMMENDATION:	Approve the proposed health insurance plan and cost sharing as outlined in the Agenda Item Summary for the plan year of January 1, 2025 through December 31, 2025 and authorize the Executive Director to sign all plan documents and approve invoices.			
SUMMARY:	Staff worked with HUB to identify and recommend employee health insurance plans for the plan year from 1/1/2025 – 12/31/2025. Staff recommends keeping employee benefits offered the same as 2024, believing the Appleton Clinic Membership and HDHP with an HSA account provide the best combined coverage and value to employees and the Airport.			
	Staff recommends the following:			
	 Keep United HealthCare HDHP approved for 2024 with a 9.4% rate increase and no change to benefits Maintain Employee-Only premium cost-share structure of 95% Airport/5% employee Change premium cost share for plans with employee plus dependents to 78% Airport/22% employee to move employee-paid premiums closer to benchmark. In 2024 premiums were split 73% Airport/27% employee. Maintain deductible reimbursement program (Health Reimbursement Arrangement/HRA) amounts, as there are no adjustments to the plan deductibles or out-of-pocket maximums (OOPM): GJRAA pays last \$2,400 of deductible for individual coverage (plan deductible is \$6,000) GJRAA pays last \$4,800 for family coverage (plan deductible is \$12,000) Maintain all employer-paid benefits, which have no rate changes in 2025: Appleton Clinic Membership, \$25 monthly HSA contributions, Life and AD&D Continue to offer the same employee-paid benefits: 			
	 Vision and Long-Term Disability with no premium change Delta Dental with 4.3% rate increase 			
REVIEWED BY:	Executive Director, Finance Manager, and HR Manager			
FISCAL IMPACT:	Estimated 2025 calendar year cost of \$400,000			
ATTACHMENTS:	Summary information on plans, costs, and benchmarks			

Summary of Proposed Health Benefits Offered

Proposed health benefits for 2025 that are being offered to employees are the same as 2024, with a 9.4% increase in health insurance premiums and a change in the premium cost share for employees plus dependents from 73% Airport/ 27% employee to to 78% Airport/ 22% employee

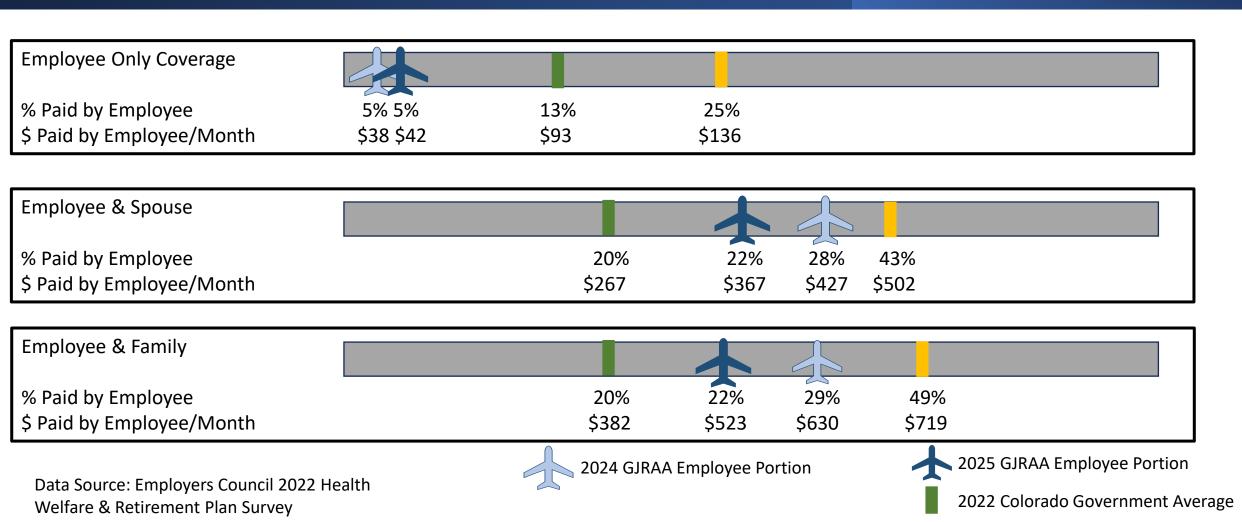
- > Employer-Sponsored Health Insurance with a qualifying High Deductible Plan
 - ➤ GJRAA pays 95% of Employee Only Coverage
 - ➤ GJRAA pays 78% of Employee + Dependent(s) Coverage
- ➤ Deductible Reimbursement Program
 - ➤ GJRAA will reimburse employees the last \$2,400 paid on their deductible for individual coverage
 - ➤ GJRAA will reimburse employees the last \$4,800 for family coverage
- ➤ Appleton Clinic Membership
 - ➤ GJRAA will pay \$99/month for an employee (and child(ren)) to have access to the health clinic. This membership provides access to physicians, x-rays, and other services at no additional cost to employees.
- HSA Contributions
 - ➤ GJRAA will contribute \$25/month
 - > Employees who waive Appleton Clinic membership can elect to receive an additional \$99/month

Employee Benefit Renewal Objectives

During the Renewal process, we used the following objectives to inform our decision:

- ➤ Maintain the quality of coverage and access to healthcare for our employees
- ➤ Manage the overall cost to the GJRAA and employees
- ➤ Stay competitive with other employers based on benchmarks
- ➤ Avoid any disruption in the covered network of providers and facilities

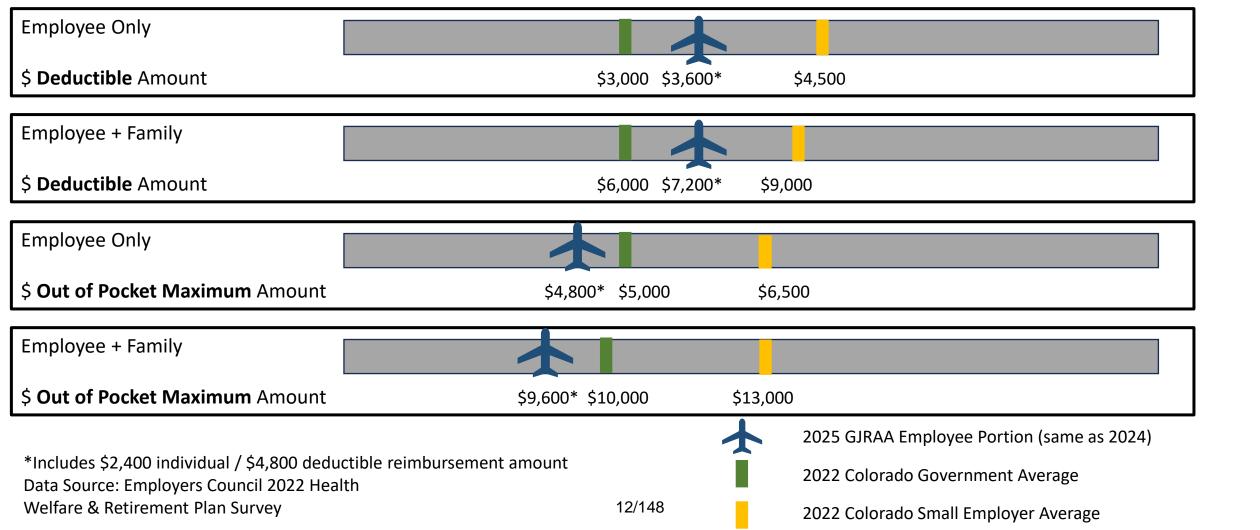
Benchmark to CO Employers: Employee Paid Portion of Monthly Premiums



11/148

2022 Colorado Small Employer Average

Benchmark to CO Employers: HDHP Deductible and OPM



Health Reimbursement Account (HRA) Overview

- The deductible reimbursement amounts in the proposed renewal plan for 1/1/2025 are the same as offered in 2024 because there are no changes to the deductible or out-of-pocket max for 2025.
 - > \$2,400 reimbursement for individual coverage net \$3,600 deductible
 - >\$4,800 reimbursement for family coverage net \$7,200 deductible
- This is an important benefit to employees that has not cost the Airport much since it was implemented in 2020. The average cost per year for the HRA program from 2020 to 2024 was less than \$3,000

Proposed Medical Renewal

MEDICAL RENEWAL OPTIONS

In-Network

Network Deductible (Single/Family)

Embedded / Non-Embedded Coinsurance OOP Maximum (Inc. Ded.)

Office Visit (PCP/Spec) Urgent Care ER Inpatient Hospital Outpatient Hospital Pharmacy

Non-Network

Deductible Coinsurance OOP Maximum (Inc. Ded.)

Enrollment

Employee Only
Employee & Spouse
Employee & Child(ren)
Family
Total

Monthly Premium Annual Premium \$ Change from Current % Change from Current

Current	Renewal
UnitedHealthcare	UnitedHealthcare
Select HSA DG-I5 Rx K17Y	Select HSA DXHB Rx K17S
HMO	HMO
Select HMO	Select HMO
Tier 1: \$6,000 / \$12,000	Tier 1: \$6,000 / \$12,000
Tier 2: \$7,000 / \$14,000	Tier 2: \$7,000 / \$14,000
Embedded	Embedded
80%	80%
Tier 1: \$7,200 / \$14,400	Tier 1: \$7,200 / \$14,400
Tier 2: \$7,950 / \$15,900	Tier 2: \$7,950 / \$15,900
80% after deductible	80% after deductible
80% after deductible	80% after deductible
80% after deductible	80% after deductible
80% after deductible	80% after deductible
80% after deductible	80% after deductible
Copays apply after deductible	Copays apply after deductible
Retail: \$15/\$50/\$135/\$350	Retail: \$15/\$50/\$135/\$350
Mail Order: \$37.50/\$125/\$337.50/\$875	Mail Order: \$37.50/\$125/\$337.50/\$875
Specialty: \$15/\$50/\$135/\$500	Specialty: \$15/\$50/\$135/\$500

N/A	N/A
N/A	N/A
N/A	N/A

HMO		
14	\$762.42	\$834.02
5	\$1,524.84	\$1,668.04
1	\$1,410.48	\$1,542.94
4	\$2,172.90	\$2,376.96

\$28,400	\$31,067
\$340,802	\$372,807
NA	\$32,005
NA	9.4%

Employee-Paid Vision and Dental Benefits

Delta Dental: 4.3% increase vs. 2024

No rate change vs. 2024

Vision

10

0



Benefits

Deductible

Waived for Preventive

In-Network D&P / Basic / Major

Out-of- Network D&P / Basic / Major

Endo / Perio Coverage

Implants

Annual Maximum

Orthodontia

Orthodontia Lifetime Maximum

Orthodontia Eligibility

Employee Only	10
Employee & Spouse	2
Employee & Child(ren)	0
Family	3
Total	15

Monthly Premium
Annual Premium
\$ Change from Current
% Change from Current

Current	Renewal
Delta Dental	Delta Dental
\$50 / \$150	\$50 / \$150
Yes	Yes
100%/80%/50%	100%/80%/50%
100%/80%/50%	100%/80%/50%
Basic	Basic
Major	Major
\$2,000	\$2,000
Not Covered	Not Covered
N/A	N/A
N/A	N/A
	•

\$49.30	\$51.40
\$98.21	\$102.38
\$100.38	\$104.65
\$150.80	\$157.21

\$1,142	\$1,190
\$13,702	\$14,285
NA	\$583
NA	4.3%



VISION RENEWAL OPTIONS Benefits

Eye Exam Copay Materials Copay

Lenses Necessary Contact Lenses

Frame / Elective Contact Allowance

Frequency (Exam/Lenses/Frames)
Out-of-Network

Enrollment

Employee Only
Employee & Spouse
Employee & Child(ren)
Family
Total

Monthly Premium
Annual Premium
\$ Change from Current
% Change from Current
Rate Guarantee

Current	Renewal
VSP	VSP
\$10 copay	\$10 copay
\$25 copay	\$25 copay
\$25 copay	\$25 copay
\$170 allowance	\$170 allowance
\$130 allowance	\$130 allowance
12/12/2024	12/12/2024
Scheduled	Scheduled

\$7.49	\$7.49
\$11.98	\$11.98
\$12.23	\$12.23
\$19.72	\$19.72

\$119	\$1 19
\$1,423	\$1,423
NA	\$ 0
NA	0.0%
Until 1/1/2025	

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC: Transportation Security Clearinghouse Services Agreement					
PURPOSE:	Information	Guidance □	Decision ⊠		
RECOMMENDATION:		ve Director to sign the Agreer	e (TSC) services agreement and ment and approve renewal		
SUMMARY:	This Agreement with a vetting services with to (IDMS). The Airport has 2012 to process secur holders. This Agreeme IDMS platform, which process, eliminate the and ensure compliance ability to move toward Airport Staff have a face	AAAE is a continuation of our the additional service of an Id as used AAAE's Transportation ity threat assessments and firm will provide access to AAA will allow us to streamline the need to enter the same data with TSA regulations. Other is a paperless badging office imiliarity with the software, h	on Security Clearinghouse since ngerprints for airport ID badge AE's partner, AirBadge, and its ne badging and credentialing a into several different databases, r benefits of an IDMS are the		
	options, for a maximu \$40,8000 for the IDM	ım of five years. The pricing is	term with one-year renewal s based on an annual price of rged on a per-employee basis.		
			r the Purchasing and the required service to meet the		
REVIEWED BY:	Executive Director, Fi	nance Manager, and Legal Co	ounsel (Dan Reimer)		
FISCAL IMPACT:	Maximum Contract Liability is \$90,000 per year				
ATTACHMENTS:	Transportation Security Clearinghouse Services Agreement				
STAFF CONTACT:	Dylan Heberlein dheberlein@gjairport (970) 248-8596	.com			

TRANSPORTATION SECURITY CLEARINGHOUSE SERVICES AGREEMENT

THIS TRANSPORTATION SECURITY CLEARINGHOUSE SERVICES AGREEMENT ("Agreement") is made by and between (i) the American Association of Airport Executives' Airport Research and Development Foundation's wholly owned and operated not-for-profit entity, the Transportation Security Clearinghouse ("TSC"), and (ii) Grand Junction Regional Airport Authority an entity organized under the laws of the State of Colorado ("Airport"), who, intending to be legally bound, hereby agree as follows:

1. INTRODUCTION AND BACKGROUND

The TSC is a national clearinghouse for statutorily required biometric checks and TSA mandated biographical data. The TSC is responsible for receiving and transmitting to TSA or other appropriate government agency, fingerprints and biographical data from U.S. commercial airports, and for collecting and transferring to TSA payments for fingerprints from such airports. In addition, TSC serves as a point of contact to airports regarding fingerprinting and other vetting requirements and provides assistance, training, and support to airports.

Specifically, TSC's services include the receipt and processing of federally required biometric and biographic data to facilitate the Airport's compliance with federal mandates pertaining to airport worker background checks and vetting, consisting of fingerprint-based Criminal History Record Checks (CHRCs) and associated Rap Back subscriptions, and biographic-based Security Threat Assessments (STAs).

In addition, TSC shall provide the Airport an integrated software as a service (SaaS) offering, provided by TSC and its subcontractor, that delivers a quickly deployable, cloud-based solution comprised of its subcontractor's identity management product suite and TSC's background check web services (BCWS) platform that provides the tools aviation customers need to efficiently manage compliance with federal aviation security regulations.

The services outlined in this Section 1 will be referred to collectively as "Services".

2. CLEARINGHOUSE SERVICES

2.1 <u>Services</u>. In accordance with the terms of this Agreement and in consideration of the fees paid pursuant to Section 3 below, the TSC and its subcontractor will provide the following Services:

The TSC will collect and process Criminal History Record Checks (CHRC) and Security Threat Assessments (STA). The TSC service obligations include:

- Accepting the Airport's aviation worker fingerprints, biographical data and required payments for processing the background investigations and immediately forwarding each fingerprint to TSA or another appropriate Federal agency for processing, using electronic means to transmit electronic prints.
- Digitizing inked fingerprint card submissions and forwarding them electronically. TSC takes all necessary steps required to ensure that the fingerprints are not altered in any way from their original condition.
- Utilizing TSC's fingerprint tracking process, which allows for accurate fingerprint submission status at any point in the background check process.
- Performing "real-time" processing to transmit fingerprints to the federal system.
- Providing quality assurance and error corrections, when possible, allowing for the maintenance of one of the best error rates in the U.S. for submissions to the FBI.
- Providing superior customer support to Airport for questions regarding TSC services and coordinating the resolution of Airport problems regarding TSA technical and procedural issues.
- Ensuring that the Airport data transmitted to TSA is secured in accordance with the Federal Information Security Management Act (FISMA), DHS 4300a controls, and appropriate DHS and TSA security policies.
- Ensuring that processes are in strict accordance with TSA and FBI regulations and guidance and TSC maintains the highest standards for privacy of the employee information.

The TSC and its subcontractor will provide a cloud-based identity management product suite by providing the following:

- Customer support for day-to-day customer inquiries.
- o Platform delivery, deployment, and maintenance.
- o Product innovation development and deployment.
- o Integration with TSC's Background Check Web Services (BCWS).
- Integration with select fingerprint scanning solutions.

2.2 <u>Airport Obligations</u>. Airport agrees to use the TSC as a national clearinghouse for the aviation worker vetting programs outlined above for the term of the Agreement and so long as the TSC is accepted as a clearinghouse by TSA. Airport shall perform all obligations required to support TSC in performing the Services, including, but not limited to: (a) delivering to TSC formatted data, associated supporting documentation, and certification, as required by TSA; (b) establishing and maintaining secure and reliable communication with the TSC and keep the communication methods in good working order; (c) providing TSC with complete and accurate documents and biometric data for each aviation worker program applicant and in a form and format that is reasonably acceptable to TSC; and (d) providing a dedicated point of contact for the Services who will have authorization and responsibility for deployment approvals.

3. FEES

- 3.1 Fee Payment. In full payment for the Services to be provided, Airport shall pay the fees set forth in Exhibit A at the times and in the manner set forth herein. TSC reserves the right to adjust the fees in Exhibit A in case of a material change in the CHRC and STA programs including a price adjustment for the CHRC or STA by TSA or other government entity. The maximum contract liability for this Agreement is NINETY THOUSAND DOLLARS (\$90,000) per year. In no event shall annual the sum of all fees paid to TSC by the Airport under this Agreement during the initial term and any renewal term, as set forth herein, exceed the maximum contract liability without prior written amendment to this Agreement.
- 3.2 <u>Payment Procedures</u>. Airport shall establish and maintain a deposit account on which TSC shall have the limited authority to debit the fees set forth in Exhibit A for each of Airport's enrollments. Airport shall retain full ownership of the deposit account and shall replenish such account balance periodically as needed. TSC shall notify Airport at any time that there is an unavailability of funds in Airport's deposit account. Airport's deposit account can be replenished by ACH, wire transfer, check or credit card. TSC will debit the Airport's deposit account for any ACH or electronic transfer fees incurred prior to releasing the funds for processing background check submissions including CHRC, STA and Rap Back subscriptions.
- 3.3 <u>Invoicing</u>. The Airport's account will be debited through an automated system. However, for the purposes of corrections or other administrative purposes where an individual will be required to have access to the account, TSC shall designate a qualified TSC official, and alternate, with accounting responsibilities to have access to the deposit account.

TSC shall provide to the Airport the ability to view basic financial information on the TSC website through the financial information link sufficient to confirm that the Airport is being charged only for the Services provided to the Airport and in the amounts specified herein. This information can be sorted and searched by the Airport to provide an invoice itemizing with reasonable specificity the debits made by TSC during the prior month. In the event Airport disputes any items, the parties shall work in good faith to resolve such disputes and make any necessary refunds and credits.

4. TERM AND TERMINATION

- 4.1 <u>Term</u>. The term shall be effective from the day of execution of this Agreement and unless earlier terminated pursuant to Section 4.2 or 4.3, it shall continue for an initial term of twenty-four (24) months. After the initial term, the Agreement shall automatically renew for additional twelve (12) month periods, subject to cancellation with prior written notice by either party at the end of the initial term or any renewal term. In no event shall the total term of this Agreement exceed five (5) years.
- 4.2 <u>Termination for Default</u>. This Agreement may be terminated by either party in the event that the other party has not performed any material obligation or has otherwise breached any material term of this Agreement upon the expiration of thirty (30) days (or any longer cure period authorized by the non-breaching party with respect to any individual breach) after receipt of written notice thereof if the breach or nonperformance has not then been cured.
- 4.3 <u>Action upon Termination</u>. Upon expiration or earlier termination of the Agreement, TSC shall provide to Airport a final accounting, including but not limited to, all uninvoiced amounts.

5. REPRESENTATIONS AND WARRANTIES

- 5.1 <u>By TSC</u>. TSC hereby represents and warrants to Airport as follows:
- a. <u>Authorization and Binding Obligation</u>. TSC has full corporate power and authority to enter into, deliver and perform fully its obligations under this Agreement. This Agreement has been fully executed and delivered by TSC, and constitutes the legal, valid and binding obligation of TSC, enforceable against it in accordance with its terms.
- b. <u>No Conflict</u>. The execution, delivery and performance by TSC of its obligations under this Agreement do not knowingly conflict with, result in a breach of or require any consent under the charter or bylaws of TSC or any applicable law or regulation, any order, writ, injunction or decree of any court or governmental authority or agency, or any agreement or instrument to which TSC is a party or by which it is bound or to which it subject, or constitute a default under such agreement or instrument.
 - 5.2 By Airport. Airport hereby represents and warrants to TSC as follows:
- a. <u>Authorization and Binding Obligation</u>. Airport has full corporate power and authority to enter into, deliver and perform fully its obligations under this Agreement. This Agreement has been duly executed and delivered by Airport and constitutes the legal, valid and binding obligation thereof, enforceable against Airport in accordance with its terms.
- b. <u>No Conflict</u>. The execution, delivery and performance by Airport of its obligations under this Agreement do not conflict with, result in a breach of or require any consent under, the charter or bylaws of Airport or any applicable law or regulation, or

any order, writ, injunction or decree of any court or governmental authority or agency, or any agreement or instrument to which Airport is a party, or by which it is bound or to which it is subject, or constitute a default under any such agreement or instrument.

6. CONFIDENTIALITY

- 6.1 <u>Confidentiality</u>. Each party shall maintain in strict confidence, and agrees not to disclose to any third party, except as necessary for the performance of this Agreement when authorized by the other party in writing, Confidential Information that one party receives ("Recipient") from disclosing party ("Discloser"). "Confidential Information" means all non-public information of a competitively sensitive nature concerning the disclosing party, including, but not limited to: (a) software, data, and information regarding services, systems or products; (b) processes, procedures, operations, engineering or technology; (c) present product lines, including without limitation, their design, manufacture, marketing, quality control, costs, configurations and uses for such products, as well as the aforementioned information related to products which are the subject of either party's research and development; (d) customer lists, customer information, business plans or data, sales volumes, profitability figures, financial information or other economic or business information; or (e) any efforts undertaken by either party on behalf of their members or customers.
- 6.2 Exceptions. Confidential Information does not include: information that is or subsequently may come within the knowledge of the public generally through no fault of Recipient; information that is required to be disclosed by law, including pursuant to the Colorado Open Records Act; information that Recipient can show was previously known to it as a matter of record at the time of receipt; information that Recipient may subsequently obtain lawfully from a third party who has lawfully obtained the information free of any confidentiality obligations; or information that Recipient may subsequently develop as a matter of record, independently of disclosure by Discloser. This Agreement is not deemed Confidential Information.
- 6.3 <u>Duration.</u> With respect to Confidential Information not constituting a trade secret, this Agreement shall remain in full force and effect for a period of three (3) years; with respect to Confidential Information constituting a trade secret, this Agreement shall remain in full force and effect for so long as the Confidential Information constitutes a trade secret.
- 6.4 <u>Injunctive Relief.</u> Recipient acknowledges that disclosure of any Confidential Information by it or its employees will give rise to irreparable injury to Discloser or the owner of such information, not adequately compensated by damages. Accordingly, Discloser or such other party may seek and obtain injunctive relief against the breach or threatened breach of this Section, in addition to any other legal remedies which may be available, without the requirement of posting bond.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 TSC and Airport acknowledge that both parties and/or third parties retain all right, title and interest under applicable contractual, copyright, intellectual property, and related laws to their previously owned, developed or obtained intellectual property and any enhancements and modifications to same and in the databases and information contained therein used to provide either party's products or services hereunder, and the parties shall use such materials consistent with such right, title and interest and notify the applicable party of any threatened or actual infringement thereof.
- 7.2 The TSC retains all its previously owned, developed or obtained intellectual property. The Airport shall use TSC's and third parties' intellectual property with such rights as necessary to perform the functions of the Services, and notify the TSC of any threatened or actual infringement thereof.
- 7.3 In the event that development work is undertaken under this contract by TSC, which specifically excludes all previously owned, developed or obtained intellectual property of TSC or third parties, then any such developed items shall be owned by TSC or such third party, including TSC's subcontractor, as determined by TSC.
- 7.4 Airport shall not, except as required by applicable law (and then only to that extent):
 - Reverse engineer, translate, disassemble, decompile the whole or any part of the TSC's service offering, solution or proprietary assets or otherwise attempt to access same;
 - Assign, transfer, sell, license, sub-license, lease, rent, charge or otherwise deal
 in or encumber the proprietary material of TSC or use the proprietary material
 of TSC on behalf of or for the benefit of any third party, or make available the
 same in any way whatsoever to any third party without TSC's prior written
 consent in a fashion contrary to the terms of this Agreement;
 - Distribute, create derivative works of or modify proprietary material of TSC in anyway, nor create or develop a competitive or similar offering to that of TSC, nor use, copy, duplicate or display the proprietary material of TSC on a commercial or development basis except as expressly provided under an agreement.

8. DATA PROTECTION

TSC is dedicated to protecting the Airport provided data, including biometric and biographic information and providing the Airport with the highest level of service. TSC does not disclose the Airport provided information to companies outside TSC and TSC agents and subcontractors, except as needed to perform the Services or required by law. The confidentiality of Airport information is an important part of our operations and a standard business practice.

9. LIMITATION OF LIABILITY

Notwithstanding the aforementioned, in no event shall any party be liable for any special, indirect, exemplary, incidental, punitive, or consequential damages arising out of or otherwise relating to the use or performance of the Services.

10. MISCELLANEOUS

- 10.1 <u>Relationship</u>. This Agreement does not create any partnership, joint venture, franchisor-franchisee or employer-employee relationship between the parties hereto. Neither party hereto is granted any express or implied right or authority to bind the other party hereto in any manner whatsoever.
- 10.2 <u>No Third Party Beneficiaries</u>. There are no third-party beneficiaries entitled to enforce any provisions of this Agreement.
- 10.3 <u>Entire Agreement</u>. This Agreement, together with the Exhibits attached hereto, contains the entire agreement and understanding of the parties hereto with respect to the matters herein set forth, and all prior agreements, negotiations and understandings relating to the subject matter of this Agreement are merged herein and are superseded and canceled by this Agreement.
- 10.4 <u>Amendment</u>. This Agreement may not be modified except in writing, signed by both of the parties hereto.
- 10.5 <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Virginia without giving effect to conflicts of law principles thereof.
- 10.6 <u>Notices</u>. All communications between the parties with respect to any of the provisions of this Agreement shall be in writing, and shall be sent by personal delivery or airmail, facsimile transmission, or other commercial means of rapid delivery, postage or costs of transmission and delivery prepaid, to:

If to TSC, to:

Transportation Security Clearinghouse 601 Madison Street
Alexandria, VA 22314

Attn: Sarah Pilli

Email: sarah.pilli@aaae.org

Tel.: (410) 353-0017

If to Airport:

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Grand Junction Regional Airport Authority 2828 Walker Field Drive, Ste 301 Grand Junction, CO 81504

Attn: Dylan Heberlein, Director of Operations

Tel: 970-248-8596

or at such other address, such other person's attention, or such other facsimile number, as shall be specified by like notice.

- 10.7 <u>Severability</u>. In the event that any provision of this Agreement is declared by a court of competent jurisdiction or arbitration tribunal to be void or unenforceable, the parties hereto expressly agree that such void or unenforceable provision shall be deemed severed from this Agreement, and the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect to the extent feasible in the absence of the void and unenforceable provision. The parties furthermore agree to execute and deliver such amendatory contractual provisions to accomplish lawfully as nearly possible the goals and purposes of the provision so held to be void or unenforceable.
- 10.8 <u>Waiver</u>. Any party may waive compliance by the other party with any of the provisions of this Agreement. No waiver of any provision shall be construed as a waiver of any other provision or the same provision in a subsequent instance. Any waiver must be in writing.
- 10.9 <u>Binding Effect; Assignment</u>. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. No assignment of this Agreement or of any contractual rights or obligations hereunder may be made by either party (by operation of law or otherwise) without the prior written consent of the other party hereto, which shall not be unreasonably withheld, and any attempted assignment without the required consent shall be null and void.
- 10.10 <u>Cooperation</u>. Each party hereto shall take all such steps and measures as may be requested by the other party hereto in order to effectuate the purposes of this Agreement.

- 10.11 <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 10.12 <u>Headings</u>. The section headings and other descriptions contained in this Agreement are for reference purposes only and shall not affect any way the meaning or interpretation of this Agreement.
- 10.13 <u>Further Assurances</u>. Each party hereto shall do and perform or cause to be done and performed all further acts and things and shall execute and deliver all such other certificates, instruments and documents as any other party hereto reasonably may request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.
- 10.14 <u>Dispute Resolution</u>. The parties shall make good faith efforts to first resolve internally any dispute under this Agreement by escalating it to higher levels of management. The parties otherwise reserve all rights available under law to enforce the terms of this Agreement; provided however that the parties waive the right to trial by jury in connection with any suit arising under this Agreement. The prevailing party in any litigation arising under this Agreement shall be entitled to an award of reasonable attorneys' fees, unless precluded by law.
- 10.15 <u>Civil Rights Non-Discrimination</u>. TSC shall comply with the civil rights non-discrimination requirements set forth in Exhibit B.

IN WITNESS WHEREOF, this Agreement has been duly executed by or on behalf of each of the parties hereto as of the date first above written.

	SPORTATION SECURITY RINGHOUSE (TSC)	GRAND JUNCTION REGIONAL AIRPORT AUTHORITY (Airport)
By:	Sarah Pilli	By:
Name:	Sarah Pilli	Name
Title:	Vice President, AAAE Services	Title:
Date:	November 8, 2024	Date:

Exhibit A

Airport shall pay the fees set forth in this Exhibit for the Services performed by TSC as outlined in the Agreement.

Airport shall pay TSC:

- Airport will pay TSC \$40,800.00 each year for SaaS IdMS services*
- Airport will pay TSC \$28.25 per fingerprint-based Criminal History Record Check (CHRC)
- Airport will pay TSC \$30.25 per fingerprint-based Criminal History Record Check Resubmissions (CHRC, RS26)
- Airport will pay TSC \$2.00 per Rap Back subscription
- Airport will pay TSC \$3.00 per initial Security Threat Assessment (STA)
- Airport will pay TSC \$3.00 per year per STA effective starting on the 1-year anniversary of the record's enrollment

^{*}Parties agree to evaluate the volume of the Airport's active badge holder population at the end of the first year of the agreement and adjust annual SaaS IdMS fee in accordance with badge holder population for subsequent years of the agreement.

Exhibit B

CIVIL RIGHTS NON-DISCRIMINATION

- In all its activities within the scope of its airport program, TSC agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If TSC transfers its obligation to another, the transferee is obligated in the same manner as TSC. This provision obligates TSC for the period during which the property is used or possessed by TSC and the Airport remains obligated to the FAA. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
- II. During the performance of this Agreement, TSC for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities:
 - A. 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);
 - B. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964);
 - C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601 (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - D. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*) as amended (prohibiting discrimination on the basis of disability), and 49 CFR Part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
 - E. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
 - F. Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 - G. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadening the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - H. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public

- accommodation, and certain testing entities) as implementing by U.S. Department of Transportation Regulations at 49 CFR Parts 37 and 38;
- I. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficient (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. at 74087 (2005)]; and
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681 *et seq.*)
- III. During the performance of this Agreement, TSC, for itself, its assignees, and successors in interest, agrees as follows:
 - A. Compliance with Regulations: TSC will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
 - B. Nondiscrimination: TSC, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. TSC will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
 - C. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by TSC for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by TSC of contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities.
 - D. Information and Reports: TSC will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Airport or the FAA to be pertinent to

- ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, TSC will so certify to the Airport or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of TSC's noncompliance with the non-discrimination provisions of this Agreement, the Airport will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to, cancelling, terminating, or suspending this Agreement, in whole or in part.
- F. Incorporation of Provisions: TSC will include the provisions of this subsection in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant hereto. TSC will take action with respect to any subcontract or procurement as the Airport or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if TSC becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, TSC may request the Airport to enter into any litigation to protect the interests of the Airport. In addition, TSC may request the United States to enter into the litigation to protect the interests of the United States.

Grand Junction Regional Airport Authority Agenda Item Summary

Arconas Seating Purchase		
Information □	Guidance □	Decision ⊠
• •		•
and furniture plan to refres capacity and improve the co	h the interior of the boarding an ustomer experience. The first pl	reas to increase seating nase of this plan is to
the Arconas seating that we quotation includes the purc	e currently have in the upper ho hase and installation of 90 seat	ldroom. The attached
basis for the repurchasing oneeded to match existing A	or replacement of goods. Here, to reonas furniture in the terminal	the Arconas furniture is , and so no other vendor
		hat will be bid out
Staff recommends approval		
Executive Director and Lega	l Counsel	
Total Cost - \$117,452.50		
Arconas Quotation #E00000	9938	
Ben Peck Office: 970-248-8589		
	Information Approve Arconas Quotation contingency of \$10,677.50 area. In accordance with the Terrand furniture plan to refres capacity and improve the cureplace the 20+ year old fake. Airport Staff recommends puthe Arconas seating that we quotation includes the purce rearranging of existing furniture. The Airport Purchasing and basis for the repurchasing of needed to match existing A is considered to have goods. This seating will be supplemented to the separately in the coming measurements approvaled to the separately in the coming measurements. Staff recommends approvaled to the separately in the coming measurements approvaled to the separately in the coming measurements. Staff recommends approvaled to the separately in the coming measurements approvaled to the separately in the coming measurements. Staff recommends approvaled to the separately in the coming measurements. Staff recommends approvaled to the separately in the coming measurements. Staff recommends approvaled to the separately in the coming measurements. Staff recommends approvaled to the separately in the coming measurements. Staff recommends approvaled to the separately in the coming measurements. Staff recommends approvaled to the separately in the coming measurements. Staff recommends approvaled to the separately in th	Information □ Guidance □ Approve Arconas Quotation #E000009938 in the amount of contingency of \$10,677.50 to purchase, deliver and installarea. In accordance with the Terminal Visioning work, Gensler has and furniture plan to refresh the interior of the boarding at capacity and improve the customer experience. The first plant replace the 20+ year old fabric bench seating in the lower between the Arconas seating that we currently have in the upper hot quotation includes the purchase and installation of 90 seat rearranging of existing furniture. The Airport Purchasing and Procurement Policy permits act basis for the repurchasing or replacement of goods. Here, the needed to match existing Arconas furniture in the terminal is considered to have goods that meet the required specific. This seating will be supplemented by additional furniture the separately in the coming months. Staff recommends approval. Executive Director and Legal Counsel Total Cost - \$117,452.50 Arconas Quotation #E000009938 Ben Peck

Your Trusted Source for Airport and Passenger Terminal Furniture

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E000009938

Project Name:

GJT Terminal Refresh

Date:

October 31, 2024

Prepared For:

Becca Faull Gensler 1225 17th St #150,, Denver, CO 303.446.3355 becca_faull@gensler.com

Prepared By:

Mike Lembek

Seating • Power • Waste & Recycling • Modular Counters

To Gensler

Attn Becca Faull

Project GJT Terminal Refresh

PRICE QUOTE

Number E000009938

Price List US Price List

Date 31-Oct-2024 Expiry Date 30-Dec-2024

Prepared By Mike Lembek

Terms 1/3 Order, 1/3 Ship, 1/3 N30 (OAC)

Oty Hors	Description	Lint Duis s	Discount	Not Dries	Evitor dod Dales
Qty Item	Description Project: GJT Terminal Refresh	List Price	Discount	Net Price	Extended Price
	FLYAWAY SERIES Upholstery: Grade A, Nassimi Esprit Vin Supports, Legs, and Arms: Die-cast alur Beam & Seat, Back pan finish: Steel pair Arm type: Regular arm with arm pad Table Finish: Arconas Standard Solid S Glides type: Non-Slip Glides	ninum nted with Powder coa	t, color-Cloud S		
8 FLY4S	Flyaway 4 Seat Linear Unit	5,609.00	40.00%	3,365.40	26,923.20
	4 Regular Arm Per Unit @ 100	400.00			
	Base Price	4,992.00			
	Non Slip Glide Glide Price :	217.00			
	Seats Per Unit: 4				
	Tables Per Unit				
	Total	5,609.00			
2 FLY5S	Flyaway 5 Seat Linear Unit	8,357.00	40.00%	5,014.20	10,028.40
	6 Regular Arm Per Unit @ 100	600.00			
	Base Price	6,240.00			
	GENRAL Table Price :	1,300.00			
	Non Slip Glide Glide Price :	217.00			
	Seats Per Unit: 4				
	Tables Per Unit: 1				
	Total	8,357.00			
10 FLY5S	Flyaway 5 Seat Linear Unit	7,057.00	40.00%	4,234.20	42,342.00
	6 Regular Arm Per Unit @ 100	600.00			
	Base Price	6,240.00			
	Non Slip Glide Glide Price :	217.00			
	Seats Per Unit: 5				
	Tables Per Unit				
	Total	7,057.00			

Head Office

Arconas Corporation 5700 Keaton Crescent Mississauga, ON Canada L5R 3H5

9 FLYBTOB

Page 2 of 5

577.00 40.00%

Contact

346.20

Telephone: +1-905-272-0727 Toll free: +1-800-387-9496 Email: info@arconas.com Web: arconas.com

3,115.80

Flyaway Back To Back Connector - Set of

PRICE QUOTE

Number E000009938

Price List US Price List

Date 31-Oct-2024

Expiry Date 30-Dec-2024 Prepared By Mike Lembek

Terms 1/3 Order, 1/3 Ship, 1/3 N30

(OAC)

To Gensler **Project GJT Terminal Refresh** Attn Becca Faull

Qty Item	Description	List Price	Discount	Net Price	Extended Price
8 Embroidery- ADA	Embroidery ADA (Wheelchair logo)	72.00	40.00%	43.20	345.60
1 HT-FLY	Tapping Kit for Flyaway			0.00	0.00
	Assembly, Installation, and Project Manager *Note: Fees include but are not limited to; re onsite delivery & installation, final cleaning.	eceiving & unpack Project managen	nent fees may i	nclude virtual train	ing and

access to online videos, troubleshooting and service assistance, scheduling, phasing & shipping plans, virtual maintenance training for client personnel, and complimentary CAD drawings (one draft + 2 revisions). Should you choose not to use Arconas' certified installers, the turnkey services cost will be replaced with a 5% PM/ADMIN fee.

Assumptions/Conditions Assemble/Install on-site Regular Labour After Hours Occupied/Active Site Construction site No DBE Component No Floor Mounting Security escorts provided by customer

Free & clear work area, remove trash Exclusive use of elevators

Turnkey Installation & Project Services

No carry-up or -down (unless specifically noted in proposal) No double-handling of product, not quoted in original proposal

Shipping to: 2828 Walker Field Dr, Grand Junction, CO 81506

based on dock to dock delivery

1 Freight 6,000.00 6,000.00 Freight

1 Installation

18,020.00

Receive off-site

18,020.00

To Gensler

Attn Becca Faull

Project GJT Terminal Refresh

PRICE QUOTE

Number E000009938

Price List US Price List

Date 31-Oct-2024

Expiry Date 30-Dec-2024

Prepared By Mike Lembek

Terms 1/3 Order, 1/3 Ship, 1/3 N30

(OAC)

NOTES:

Products ship knock down for local assembly

Freight charge is based on dock-to-dock delivery, during regular business hours. Please note, due to unstable freight cost increase, freight cost will be reassessed at the time of shipping.

Lead Time: 10-12 weeks upon receipt of PO, plus shipping.

Credit Card payment terms: If total order amount is over \$10,000.00, an additional 3.8% surcharge will

apply.

Please send Purchase Order to orders@arconas.com

Total Seats 90 2 **Total Tables**

Product	82,755.00
Installation	18,020.00
Freight	6,000.00
Sub Total	106,775.00
GST	0.00
HST Not Applicable	0.00
Total Amount	106,775.00

USU

^{*}Freight charges subject to revision at time of shipping

^{*}Discounts do not apply to shipping, installation & assembly

^{*}Unless specified, any form of Sales / Value Added Tax is excluded

TERMS OF SALE

Standard Terms of Sale. Unless otherwise agreed to in writing between Arconas Corporation ("Arconas") and the recipient of Arconas' quotation (the "Customer") for the sale of products (the "Products") the following terms:

(a) are part of Arconas' quotation for the sale of Products and acceptance by Arconas of any resulting order from the Customer (the "Order"); (b) shall become the exclusive and binding agreement between Arconas and the Customer with respect to the Order (the "Agreement"); and (c) shall apply to any purchase order issued by the Customer in connection with an Order, regardless of whether these terms are expressly referenced in that purchase order. No term set forth in any of the Customer's form of solicitation, purchase order, or contract shall become part of the Agreement or otherwise become binding on Arconas unless expressly agreed to in writing by Arconas.

Change Orders. Substitutions, deletions, additions or other changes to an Order may not be made by a Customer without the written approval of Arconas. Change Order reductions greater than \$10,000 will incur costs as outlined in our Cancellation Clause below

Warranty. Arconas warrants the Material and Workmanship of all products except in the case where Customer/Dealer assembles and installs product, whereby Arconas warrants the material and workmanship of the components only but not the workmanship of the assembly and Installation.

Freight. Freight terms shall be as described in the Order.

Prices, Payment and Taxes.

The purchase price for the Products as described in Arconas' quotation is F.O.B. Arconas' factory (the "Purchase Price"). Payment terms shall be as described in Arconas' quotation.

If any undisputed amount payable by the Customer under this Agreement is not paid when due, Arconas may assess and, if so assessed, the Customer shall pay a late charge at the rate of twelve percent (12%) of the outstanding amount (or at highest rate permitted by law, whichever is lower), per annum, pro rated on a daily basis. If an invoiced item is disputed, the Customer must give Arconas written notice of such dispute with full particulars thereof within thirty (30) days after the Customer sense in value of the receipt of the applicable invoice. If the Customer disputes an invoiced item is upheld in Arconas' atworth charge provided for herein shall apply to the time period starting ten (10) days from the date on which the dispute is resolved. If the invoice contains an error, the Customer shall notify Arconas of such error and late charges shall apply thirty (30) days after the Customer's receipt of a corrected invoice.

Unless expressly provided for in Arconas' quotation and the Order, the Purchase Price does not include any applicable taxes, duties or other assessments that are applicable to the Order. The Customer shall pay any applicable taxes, duties or other assessments of a governmental authority and related interest and penalties relating to the Order (excluding taxes on Arconas' income). The Customer shall forthwith provide Arconas with copies of any documents which are reasonably requested by Arconas to evidence the remittance of any taxes, duties or other assessments relating to an Order. The Customer shall indemnify and save Arconas and Arconas' directors harmless from any taxes, duties, assessments penalties, interest or other amounts which may be payable by or assessed against Arconas or its directors as a result of or in connection with the Customer's failure to pay in full when due all taxes, duties or other assessments relating to an Order.

Cancellation. A Customer may not cancel any order without Arconas' approval and then only upon payment of the applicable cancellation charges set forth herein. The effective date of any approved cancellation shall be the date that Arconas receives notice from the Customer of its request to cancel an order (the "Cancellation Date"). Cancellation charges shall be assessed as follows: (i) for orders scheduled to ship within ten (10) days of the Cancellation Date, cancellation charges shall be one hundred percent (100%) of the Purchase Price; (ii) for shipments scheduled beyond ten (10) days from the Cancellation Date, cancellation charges shall be fifty percent (50%) of the Purchase Price. Arconas is under no obligation to accept any order cancellation and may refuse any Customer request for cancellation in Arconas' sole discretion. In the event of an approved cancellation, Arconas shall have the right to retain any funds paid in the form of a progress or deposit payment, as applicable, towards satisfaction of a cancellation charge payable hereunder.

Events of Default. The occurrence of any one of the following events before payment in full is received by Arconas shall be an "Event of Default": (a) the Customer fails to make a payment when due and payable; (b) the Customer fails or neglects to perform any of its obligations hereunder; (c) the Customer makes any false or misleading representation to Arconas in connection with this Agreement; (d) the Customer enters into any arrangement with its creditors or any of them or suspends payment generally or is otherwise unable to pay its debts as they become due; (e) a receiver for the Customer or any material portion of its property is appointed or steps are taken for the appointment of such receiver by any person or entity; (f) if a bankruptcy, liquidation, insolvency or other similar proceeding is filed by or against the Customer, and in involuntary proceeding, is not vacated or set saide within sixty (60) days of its commencement; or (g) a breach or default by the Customer occurs under any other agreement between the Customer and Arconas or with respect to any other obligation of the Customer to Arconas. Upon the occurrence of an Event of Default, in addition to any other remedies available to Arconas under this Agreement or at law, Arconas shall have the right to terminate this Agreement and retain any funds paid in the form of a progress or deposit payment, as applicable, towards satisfaction of any expenses, costs, damages or other liabilities incurred by Arconas related to the Event of Default.

Title to Products and Arconas Security Interest. So long as any amount of the Purchase Price and any other charges payable hereunder in connection with an Order remain outstanding, title to the Products shall remain with Arconas. Arconas hereby retains and the Customer hereby grants to Arconas a security interest in the Products purchased hereunder until the Customer has made payment in full for the Products. The Customer shall execute, deliver or endorse any and all instruments, documents, assignments, security agreements and other agreements and writings that Arconas may at any time reasonably request in order to secure, protect, perfect or enforce the security interest and Arconas' rights under this Agreement. Arconas shall have all of the rights of a secured party with respect to the Products purchased hereunder under applicable laws. Upon the Customer's default of any payment obligation, in addition to other rights and remedies it has under this Agreement and may have at law, Arconas may exercise all the rights and remedies of a secured party in respect of the Products on default under applicable law, including, without limitation, the right to enforce the security interest to retake possession of any or all of the Products. Upon payment of the Purchase Price and all other charges payable by the Customer in connection with an Order, title to the Products shall transfer to the Customer and the security interest granted hereunder to Arconas shall be discharged.

Compliance with Law. The Customer shall comply with all laws, ordinances, rules, regulations, codes and orders of any authority having jurisdiction over the Customer and which relate to the Customer's installation, maintenance and use of the Products. If the Customer's installation or use of any Products contravenes any such laws, ordinances, rules, regulations, codes or orders of such authorities, the Customer shall be responsible for the violations thereof and shall bear the costs, expense and damages attributable to its failure to comply with the provisions of such laws, ordinances, rules, regulations, codes or orders.

Indemnification. The Customer shall indemnify, defend and hold Arconas harmless from and against any and all claims, actions, losses, damages, demands, liabilities, costs and expenses, including reasonable attorney's fees and expenses, whether or not a suit or other proceeding is initiated, which may arise from, but not limited to, the following events: (i) representations or misrepresentations made by the Customer, (ii) any neglect by the Customer or end-users, (iii) the Customer's or end-users' used to the Products not in compliance with the Products' intended purposes, (iv) assembly and installation by the Customer limits warranty to Material and Workmanship of the components (only), (v) Customer's or end-users' modifications or alterations of Products that have not been approved by Arconas, (vi) damage from Customer or end-user misuse of the Products, or (viii) any other act, or failure to act, not in accordance with the terms of this Agreement by the Customer, or any other breach by the Customer of any covenants of the Customer under this Agreement.

Governing Law; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada. The application of the United Nations Convention for the International Sale of Goods is excluded and shall not apply to any purchase and sale made hereunder. Any legal suit or action arising out of or relating to this Agreement may be instituted in a court of competent jurisdiction in Ontario, Canada and the Customer waives any objection which it may now otherwise have or hereafter have to the waiving of the venue of any such suit, action or proceeding and hereby subjects itself to the jurisdiction of any such court.

Assignment. The Customer may not assign, transfer or otherwise encumber this Agreement or any part thereof without express written consent of Arconas. Arconas may assign and transfer this Agreement or any interest or right in the Products and/or grant a security interest in the Products, in whole or in part. Subject to the foregoing, this Agreement shall inure to the benefit of, and is binding upon, the successors and permitted assigns of the parties.

Force Majeure. A party's obligations hereunder will be excused during any time period when it is unable to perform such obligations hereunder due to circumstances beyond its reasonable control, including but not limited to fire, flood, embargoes, war, strikes, lockouts or other labour disturbances, shortages of labour or materials, acts of God, omissions or delays in acting by any governmental authority or other party. The party so affected, upon giving prompt written notice to the other party, shall be excused from performance of its obligations hereunder to the extent of the during of such event provided that such party shall use its reasonable commercial efforts to avoid or remove such event.

Time. Time is of the essence hereof

Entire Agreement. The Customer's acceptance of any Products purchased under this Agreement shall be deemed acceptance of all the terms and conditions stated herein. Arconas' failure to object to any provisions contained in any communication from the Customer shall not be deemed a waiver of the provisions contained herein. This Agreement represents the entire agreement between the parties relating to the subject matter hereof and shall supersede all prior written or or all understandings and/or other terms in any purchase order or other document, now or hereafter delivered, except that this Agreement shall not supersede other written agreements between the parties that expressly reference this Agreement.

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Resolution 2024-06 to Adopt Budget and Appropriate Funds						
PURPOSE:	Information 🗆	Guidance 🗆	Decision ⊠				
RECOMMENDATION:	Adopt resolution no. 2024-06 to approve the 2025 Budget and appropriate funds for 2025.						
SUMMARY:	The 2025 Budget was presented to the Finance and Audit Committee in October for their review and comments. A Draft budget was then presented to the Board at the October 15, 2024 Board Meeting and made available for public comment.						
	Following the presentation, a notice of budget hearing was advertised.						
	Since the initial presentation, changes were made to incorporate new Delta Air Lines service and make final adjustments to the operating and capital expense budgets to reflect planning meetings with CDOT, the FAA, and Airport staff. Staff recommends adoption.						
REVIEWED BY:	Executive Director ar	nd Legal Counsel					
FISCAL IMPACT:	Total Appropriations Operating – \$7,228,5 Debt Service – \$1,93 Capital – \$44,181,61	22 6,113	15				
ATTACHMENTS:	Resolution 2024-06 Budget Message Budget Summary						
STAFF CONTACT:	Jennifer Kroeker 970-248-8581 jkroeker@gjairport.co	<u>om</u>					

RESOLUTION NO. 2024-06

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 2025 AND ENDING ON THE LAST DAY OF DECEMBER 2025.

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 2025 was submitted to the Board of Commissioners on October 15, 2024; 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 15, 2024, 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 \$53,346,245 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 any transfers in excess of \$50,000 shall be reported to the Executive Committee of the Board.

ADOPTED on this 12th day of November 2024.

	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 2025 Budget for the Grand Junction Regional Airport Authority (the Authority) reflects a conservative estimate for commercial passenger traffic activity as the airlines continue to modify their route schedules amid pilot shortages and increased costs.

The Authority's objectives in developing the 2025 budget were to:

- Maintain a strong financial position and achieve a net operating income of at least \$1,500,000 to support the ongoing capital program
- Continue to make infrastructure improvements and repairs
- Maintain competitive airline rates and charges to enable robust growth

The 2025 operating revenue budget reflects rate increases to rental rates as well as landing fees and conservative commercial activity levels. The increase in operating expenses reflects increases in contract services and personnel costs.

The Authority also has an ambitious capital improvement program and aging infrastructure with sizable repair and maintenance needs. 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 \$2,500,000 in 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 and Transportation Security Administration requirements to allow aviation activities to continue at the Airport.

GRAND JUNCTION REGIONAL AIRPORT AUTHORITY 2025 BUDGET

		2024	
Account Name	2024 Budget	Forecast	2025 Budget
OPERATING REVENUE			
Aeronautical revenue			
Total Passenger airline revenue	\$ 2,487,000	\$ 2,446,282	\$ 2,661,711
Total Non-passenger airline revenue	1,108,000	1,099,423	1,148,080
Total Aeronautical Revenue	3,595,000	3,545,705	3,809,791
Non-aeronautical revenue	5,182,000	5,417,754	5,662,150
Total Operating Revenues	8,777,000	8,963,459	9,471,941
OPERATING EXPENSES			
Personnel compensation and benefits	3,154,550	2,892,478	3,394,246
Communications and utilities	502,087	398,144	443,877
Supplies and materials	825,550	746,907	745,500
Contract services	985,182	1,153,623	1,235,400
Repairs & maintenance	648,000	717,998	769,000
Insurance	200,000	163,355	205,000
Other	429,200	405,682	435,500
Total Operating Expenses	6,744,569	6,478,188	7,228,522
Net Revenue (Expense) from Operations	2,032,431	2,485,271	2,243,419
NON-OPERATING REVENUE (EXPENSE)			
Passenger facility charges (restricted rev)	958,000	975,601	1,097,000
Interest income	1,104,000	1,273,665	624,000
Interest expense	(764,363)	(772,893)	(720,301)
Customer facility charges (restricted rev)	604,000	684,896	686,000
Capital contributions	18,645,835	29,164,482	37,360,964
Capital expenditures - W/ Grant Funding	(20,173,436)	(31,681,730)	(41,681,610)
Capital expenditures - W/O Grant Funding	(1,000,000)	(1,000,000)	(2,500,000)
Debt principle payments	(1,161,000)	(1,161,000)	(1,215,812)
Non-Capital grant funding	71,000	31,219	18,720
Total Non-operating Revenue (Expense)	(1,715,963)	(2,485,760)	(6,331,040)
Net Change in Position (Budgetary Basis)	\$ 316,467	\$ (489)	\$ (4,087,620)

Actual/Projected Ending Cash Balance

Restricted Cash Unrestricted Cash

Total Cash Balance

\$ 4,920,469	\$ 4,234,469	\$ 3,917,066	
\$ 16,577,391	\$ 21,351,011	\$ 17,503,392	
\$ 21,497,860	\$ 25,585,480	\$ 21,420,458	\$

GJRAA 2025 BUDGET

Company Wide - Operating Revenue Summary

	Company Wide - Operating Revenue Summary				Variance to	2024	Variance to	2024
					Budge	t	Forecas	st
	Account Name	2024 Budget	2024 Forecast	2025 Budget	\$	%	\$	%
	Aeronautical revenue							
	Passenger airline revenue							
Α	Passenger airline landing fees	815,000	852,961	944,000	129,000	15.8%	91,039	10.7%
В	Terminal rent	1,613,000	1,553,472	1,675,211	62,211	3.9%	121,739	7.8%
С	Other passenger airline revenue	59,000	39,849	42,500	(16,500)	-28.0%	2,651	6.7%
	Total Passenger Airline Revenue	2,487,000	2,446,282	2,661,711	174,711	7.0%	215,430	8.8%
	Non-passenger airline revenue							
D	Non-passenger landing fees	122,000	247,011	273,400	151,400	124.1%	26,389	10.7%
E	Cargo and hangar rentals	64,000	64,946	66,900	2,900	4.5%	1,954	3.0%
F	State fuel tax disbursement	389,000	291,755	291,900	(97,100)	-25.0%	145	0.0%
G	Fuel flowage fee	464,000	445,438	466,800	2,800	0.6%	21,362	4.8%
Н	Fuel sales - airside	54,000	28,906	27,700	(26,300)	-48.7%	(1,206)	-4.2%
ı	Rapid refuel	15,000	18,486	18,500	3,500	23.3%	14	0.1%
Ι.	Airplane ramp parking	-	2,880	2,880	2,880	0.0%	-	0.0%
	Total Non-passenger Airline Revenue	1,108,000	1,099,423	1,148,080	40,080	3.6%	48,657	4.4%
	Total Aeronautical Revenue	3,595,000	3,545,705	3,809,791	214,791	6.0%	264,086	7.4%
	Non-aeronautical revenue							
J	Non-aeronautical revenue Land and building leases	689,000	715,586	733,450	44,450	6.5%	17,864	2.5%
J K		689,000 248,000	715,586 255,272	733,450 265,000	44,450 17,000	6.5% 6.9%	17,864 9,728	2.5% 3.8%
	Land and building leases	-						
K	Land and building leases Terminal - restaurant & retail	248,000	255,272	265,000	17,000	6.9%		3.8%
K L	Land and building leases Terminal - restaurant & retail Rent - office space	248,000 184,000	255,272 185,400	265,000 185,400	17,000 1,400	6.9% 0.8%	9,728	3.8% 0.0%
K L M	Land and building leases Terminal - restaurant & retail Rent - office space Rent - rental car exclusive sp	248,000 184,000 82,000	255,272 185,400 85,932	265,000 185,400 93,500	17,000 1,400 11,500	6.9% 0.8% 14.0%	9,728 - 7,568	3.8% 0.0% 8.8%
K L M M	Land and building leases Terminal - restaurant & retail Rent - office space Rent - rental car exclusive sp Rental car - gross rev & mag	248,000 184,000 82,000 1,212,000	255,272 185,400 85,932 1,291,646	265,000 185,400 93,500 1,328,300	17,000 1,400 11,500 116,300	6.9% 0.8% 14.0% 9.6%	9,728 - 7,568 36,654	3.8% 0.0% 8.8% 2.8%
K L M M	Land and building leases Terminal - restaurant & retail Rent - office space Rent - rental car exclusive sp Rental car - gross rev & mag Rental car service area	248,000 184,000 82,000 1,212,000 65,000	255,272 185,400 85,932 1,291,646 66,540	265,000 185,400 93,500 1,328,300 68,000	17,000 1,400 11,500 116,300 3,000	6.9% 0.8% 14.0% 9.6% 4.6%	9,728 - 7,568 36,654 1,460	3.8% 0.0% 8.8% 2.8% 2.2%
K L M M M	Land and building leases Terminal - restaurant & retail Rent - office space Rent - rental car exclusive sp Rental car - gross rev & mag Rental car service area Rental car facility fuel sales	248,000 184,000 82,000 1,212,000 65,000 276,000	255,272 185,400 85,932 1,291,646 66,540 288,793	265,000 185,400 93,500 1,328,300 68,000 295,200	17,000 1,400 11,500 116,300 3,000 19,200	6.9% 0.8% 14.0% 9.6% 4.6% 7.0%	9,728 - 7,568 36,654 1,460 6,407	3.8% 0.0% 8.8% 2.8% 2.2% 2.2%
K L M M M M	Land and building leases Terminal - restaurant & retail Rent - office space Rent - rental car exclusive sp Rental car - gross rev & mag Rental car service area Rental car facility fuel sales Total rental car revenue	248,000 184,000 82,000 1,212,000 65,000 276,000 1,635,000	255,272 185,400 85,932 1,291,646 66,540 288,793 1,732,911	265,000 185,400 93,500 1,328,300 68,000 295,200 1,785,000	17,000 1,400 11,500 116,300 3,000 19,200 150,000	6.9% 0.8% 14.0% 9.6% 4.6% 7.0% 9.2%	9,728 - 7,568 36,654 1,460 6,407 52,089	3.8% 0.0% 8.8% 2.8% 2.2% 2.2% 3.0%
K L M M M M	Land and building leases Terminal - restaurant & retail Rent - office space Rent - rental car exclusive sp Rental car - gross rev & mag Rental car service area Rental car facility fuel sales Total rental car revenue Parking revenue	248,000 184,000 82,000 1,212,000 65,000 276,000 1,635,000 2,250,000	255,272 185,400 85,932 1,291,646 66,540 288,793 1,732,911 2,325,327	265,000 185,400 93,500 1,328,300 68,000 295,200 1,785,000 2,503,400	17,000 1,400 11,500 116,300 3,000 19,200 150,000 253,400	6.9% 0.8% 14.0% 9.6% 4.6% 7.0% 9.2% 11.3%	9,728 - 7,568 36,654 1,460 6,407 52,089 178,073	3.8% 0.0% 8.8% 2.8% 2.2% 2.2% 3.0% 7.7%
K L M M M M K K	Land and building leases Terminal - restaurant & retail Rent - office space Rent - rental car exclusive sp Rental car - gross rev & mag Rental car service area Rental car facility fuel sales Total rental car revenue Parking revenue Ground transportation	248,000 184,000 82,000 1,212,000 65,000 276,000 1,635,000 2,250,000 90,000	255,272 185,400 85,932 1,291,646 66,540 288,793 1,732,911 2,325,327 107,316	265,000 185,400 93,500 1,328,300 68,000 295,200 1,785,000 2,503,400 110,200	17,000 1,400 11,500 116,300 3,000 19,200 150,000 253,400 20,200	6.9% 0.8% 14.0% 9.6% 4.6% 7.0% 9.2% 11.3% 22.4%	9,728 - 7,568 36,654 1,460 6,407 52,089 178,073 2,884	3.8% 0.0% 8.8% 2.8% 2.2% 3.0% 7.7% 2.7%
K L M M M M K K	Land and building leases Terminal - restaurant & retail Rent - office space Rent - rental car exclusive sp Rental car - gross rev & mag Rental car service area Rental car facility fuel sales Total rental car revenue Parking revenue Ground transportation Parking and ground transportation	248,000 184,000 82,000 1,212,000 65,000 276,000 1,635,000 2,250,000 90,000 2,340,000	255,272 185,400 85,932 1,291,646 66,540 288,793 1,732,911 2,325,327 107,316 2,432,643	265,000 185,400 93,500 1,328,300 68,000 295,200 1,785,000 2,503,400 110,200 2,613,600	17,000 1,400 11,500 116,300 3,000 19,200 150,000 253,400 20,200 273,600	6.9% 0.8% 14.0% 9.6% 4.6% 7.0% 9.2% 11.3% 22.4% 11.7%	9,728 - 7,568 36,654 1,460 6,407 52,089 178,073 2,884 180,957	3.8% 0.0% 8.8% 2.8% 2.2% 3.0% 7.7% 2.7% 7.4%
K L M M M M K K K	Land and building leases Terminal - restaurant & retail Rent - office space Rent - rental car exclusive sp Rental car - gross rev & mag Rental car service area Rental car facility fuel sales Total rental car revenue Parking revenue Ground transportation Parking and ground transportation Security fee	248,000 184,000 82,000 1,212,000 65,000 276,000 1,635,000 2,250,000 90,000 2,340,000 61,000	255,272 185,400 85,932 1,291,646 66,540 288,793 1,732,911 2,325,327 107,316 2,432,643 69,255	265,000 185,400 93,500 1,328,300 68,000 295,200 1,785,000 2,503,400 110,200 2,613,600 52,200	17,000 1,400 11,500 116,300 3,000 19,200 150,000 253,400 20,200 273,600 (8,800)	6.9% 0.8% 14.0% 9.6% 4.6% 7.0% 9.2% 11.3% 22.4% 11.7% -14.4%	9,728 7,568 36,654 1,460 6,407 52,089 178,073 2,884 180,957 (17,055)	3.8% 0.0% 8.8% 2.8% 2.2% 3.0% 7.7% 2.7% 7.4%
K L M M M M K K K N O	Land and building leases Terminal - restaurant & retail Rent - office space Rent - rental car exclusive sp Rental car - gross rev & mag Rental car service area Rental car facility fuel sales Total rental car revenue Parking revenue Ground transportation Parking and ground transportation Security fee Advertising revenue	248,000 184,000 82,000 1,212,000 65,000 276,000 1,635,000 2,250,000 90,000 2,340,000 61,000	255,272 185,400 85,932 1,291,646 66,540 288,793 1,732,911 2,325,327 107,316 2,432,643 69,255 15,000	265,000 185,400 93,500 1,328,300 68,000 295,200 1,785,000 2,503,400 110,200 2,613,600 52,200 15,500	17,000 1,400 11,500 116,300 3,000 19,200 150,000 253,400 20,200 273,600 (8,800) 5,500	6.9% 0.8% 14.0% 9.6% 4.6% 7.0% 9.2% 11.3% 22.4% 11.7% -14.4% 55.0%	9,728 7,568 36,654 1,460 6,407 52,089 178,073 2,884 180,957 (17,055) 500	3.8% 0.0% 8.8% 2.8% 2.2% 3.0% 7.7% 2.7% 7.4% -24.6% 3.3%

GJRAA 2025 BUDGET Company Wide - Operating Expenses

	Company Wide Operating Expense				Variance to		Variance to	2024
					Budge		Foreca	
	Account Name	2024 Budget	2024 Forecast	2025 Budget	\$	%	\$	%
Р	Salaries-Full Time	2,189,250	2,081,986	2,447,657	258,407	11.8%	365,670	17.6%
Р	Medicare - Er	35,700	31,046	36,715	1,015	2.8%	5,669	18.3%
Р	Pera - Er/Pension	320,250	301,172	361,764	41,514	13.0%	60,592	20.1%
Р	401(K) Er	68,250	58,792	70,982	2,732	4.0%	12,190	20.7%
Q	Health Insurance Er	431,200	337,944	374,076	(57,124)	-13.2%	36,132	10.7%
P	Health & Wellness Benefit	7,000	12,295	12,000	5,000	71.4%	(295)	-2.4%
Р	Life Insurance Er	8,400	6,690	9,301	901	10.7%	2,611	39.0%
Р	Suta Er	7,350	6,088	8,322	972	13.2%	2,234	36.7%
Р	Worker Compensation	87,150	56,465	73,430	(13,720)	-15.7%	16,965	30.0%
	Personnel compensation and benefits	3,154,550	2,892,478	3,394,246	239,696	7.6%	501,767	17.3%
R	Utilities-Gas	96,000	42,862	57,015	(38,985)	-40.6%	14,153	33.0%
R	Utilities-Electric	307,000	258,893	282,975	(38,983)	-40.6% -7.8%	24,082	9.3%
R	Utilities-Water	21,000	20,696	21,368	368	1.8%	672	3.2%
R	Utilities-Trash	20,000	19,803	20,475	475	2.4%	672	3.4%
R	Utilities-Sewer	7,300	7,663	7,560	260	3.6%	(103)	-1.3%
R	Cell Phones	28,800	27,057	31,484	2,684	9.3%	4,427	16.4%
R	Phone Service	21,987	21,171	23,000	1,013	9.5% 4.6%	1,830	8.6%
r.	Communications and utilities	502,087	398,144	443,877	(58,211)	- 11.6%	45,732	11.5%
	Communications and utilities	302,067	550,144	443,677	(30,211)	-11.0%	45,752	11.5%
S	Employee Recognition	11,000	11,000	11,000	_	0.0%	_	0.0%
S	Uniforms	19,000	18,797	20,000	1,000	5.3%	1,203	6.4%
S	Office Supplies	2,000	1,998	2,000		0.0%	2	0.4%
T	Materials & Supplies	185,000	185,074	152,000	(33,000)	-17.8%	(33,074)	-17.9%
S	Board Expense	5,000	5,000	5,500	500	10.0%	500	10.0%
S	Postage & Shipping	1,000	776	1,000	-	0.0%	224	28.9%
Ü	Tools & Equipment	95,000	94,663	98,200	3,200	3.4%	3,537	3.7%
v	Glycol Disposal	35,000	10,602	15,000	(20,000)	-57.1%	4,398	41.5%
S	Snow Removal	20,000	20,429	23,900	3,900	19.5%	3,471	17.0%
S	Wildlife Control	7,000	7,000	7,000	-	0.0%	-	0.0%
S	Runway & Taxiway Lighting	13,000	9,267	13,000	-	0.0%	3,733	40.3%
S	Firefighting Supplies	21,000	18,033	15,000	(6,000)	-28.6%	(3,033)	-16.8%
w	Fuel - Diesel	61,000	39,878	55,400	(5,600)	-9.2%	15,522	38.9%
w	Fuel - Unleaded	345,000	318,707	320,000	(25,000)	-7.2%	1,293	0.4%
W	Oil & Lubricants	5,550	5,683	6,500	950	17.1%	817	14.4%
	Supplies and materials	825,550	746,907	745,500	(80,050)	-9.7%	(1,407)	-0.2%

GJRAA 2025 BUDGET Company Wide - Operating Expenses

	Company wide - Operating Expense				Variance to	o 2024	Variance t	o 2024
					Budge	et	Foreca	ast
	Account Name	2024 Budget	2024 Forecast	2025 Budget	\$	%	\$	%
S	Personnel Services	5,000	3,035	5,000	_	0.0%	1,965	64.7%
S	ARFF Physicals	8,000	8,000	8,000		0.0%	1,505	0.0%
X	Professional Services - Other	71,000	66,551	57,400	(13,600)	-19.2%	(9,151)	-13.8%
Y	Purchased Services	59,000	56,713	50,000	(9,000)	-15.3%	(6,713)	-11.8%
Z	Security Guard	295,606	303,001	312,000	16,394	5.5%	8,999	3.0%
AA	Professional Services - Legal	120,000	102,214	120,000	-	0.0%	17,786	17.4%
AB	Professional Services - Acct	58,576	68,932	68,000	9,424	16.1%	(932)	-1.4%
AC	Professional Services - IT	193,000	183,819	250,000	57,000	29.5%	66,181	36.0%
AD	Professional Svcs - Eng & Plan	160,000	346,358	350,000	190,000	118.8%	3,642	1.1%
	Fingerprint Processing	15,000	15,000	15,000	-	0.0%	-	0.0%
	Contract services	985,182	1,153,623	1,235,400	250,218	25.4%	81,777	7.1%
					,			
AE	Repairs & Maintenance	400,000	414,232	400,000	-	0.0%	(14,232)	-3.4%
•	IT Repairs & Maintenance	-	45.664	50,000	50,000	0.0%	50,000	100.0%
S	Access System Maintenance	24.000	15,661	-	- (4.000)	0.0%	(15,661)	-100.0%
S	Boarding Bridge Maintenance	34,000	31,462	30,000	(4,000)	-11.8%	(1,462)	-4.6%
AF	Elevator & Escalators	50,000	42,512	50,000	4 500	0.0%	7,488	17.6%
S	Copier Service	9,000	9,422	10,500	1,500	16.7% 133.0%	1,078	11.4%
AG S	Pavement Maintenance	50,000	114,329	116,500	66,500		2,171	1.9%
3	Tower Repairs & Maintenance Parking Lot Maintenance	35,000	20,380	35,000 1,000	1,000	0.0% 0.0%	14,620 1,000	71.7% 100.0%
S	Landscaping	20,000	20,000	26,000	6,000	30.0%	6,000	30.0%
3	SRE Repairs & Maintenance	50,000	50,000	50,000	0,000	0.0%	0,000	0.0%
	Repairs & maintenance	648,000	717,998	769,000	121,000	18.7%	51,002	7.1%
АН	Insurance	200,000	163,355	205,000	5,000	2.5%	41,645	25.5%
	Insurance	200,000	163,355	205,000	5,000	2.5%	41,645	25.5%
ΑI	Education & Training	90,000	60,000	86,000	(4,000)	-4.4%	26,000	43.3%
ΑI	Travel & Meetings	24,000	24,000	25,000	1,000	4.2%	1,000	4.2%
S	Professional Dues	22,000	27,000	28,000	6,000	27.3%	1,000	3.7%
S	Licenses & Fees	2,200	3,363	3,900	1,700	77.3%	537	16.0%
S	Publications	1,000	585	1,000	-	0.0%	415	70.9%
S	Meals	5,000	5,000	5,000	-	0.0%	-	0.0%
S	Personnel Recruiting	-	734	-	-	2 22/	(734)	2 224
	Marketing	55,000	55,000	55,000	-	0.0%	-	0.0%
	Marketing Incentives	25,000	25,000	25,000	-	0.007	-	0.007
	Air Service Development	95,000	95,000	95,000	1 600	0.0%	1 600	0.0%
AL	Other	10,000	10,000	11,600	1,600	16.0%	1,600	16.0%
	Contingency Other	100,000	100,000	100,000	6 300	1 F0/	20.010	7 40/
	Other	429,200	405,682	435,500	6,300	1.5%	29,818	7.4%
	Total Operating Expenses	6,744,569	6,478,188	7,228,522	483,953	7.2%	750,334	11.6%

Company Wide - Non-Operating Activity

	pany Wide - Non-Operating Activity				Variance to	2024	Variance to	2024
					Budge	t	Forecas	t
	Account Name	2024 Budget	2024 Forecast	2025 Budget	\$	%	\$	%
	Non-operating revenue (expenses)							
42	PFC revenue	958,000	975,601	1,097,000	139,000	14.5%	121,399	12.4%
AM	Passenger facility charges	958,000	975,601	1,097,000	139,000	14.5%	121,399	12.4%
	Interest income - operating	1,080,000	1,195,949	600,000	(480,000)	-44.4%	(595,949)	-49.8%
	Interest income - capital	24,000	77,716	24,000	-	0.0%	(53,716)	-69.1%
AN	Interest income	1,104,000	1,273,665	624,000	(480,000)	-43.5%	(649,665)	-51.0%
	Interest expense - sib	(96,263)	(104,793)	(93,951)	2,312	-2.4%	10,842	-10.3%
	Interest expense - bond	(668,100)	(668,100)	(626,350)	41,750	-6.2%	41,750	-6.2%
AO	Interest expense	(764,363)	(772,893)	(720,301)	44,062	-5.8%	52,592	-6.8%
	CFC revenue	604,000	684,896	686,000	82,000	13.6%	1,104	0.2%
AP	Customer facility charges	604,000	684,896	686,000	82,000	13.6%	1,104	0.2%
	Federal grant revenue - capital	18,156,092	28,265,548	36,029,754	17,873,662	98.4%	7,764,207	27.5%
	Non-Federal grant revenue- capital	489,743	898,935	1,331,210	841,466	171.8%	432,275	48.1%
AQ	Capital contributions	18,645,835	29,164,482	37,360,964	18,715,128	100.4%	8,196,482	28.1%
	Capital expense - w/ grant funding	(20,173,436)	(31,681,730)	(41,681,610)	(21,508,174)	106.6%	(9,999,880)	31.6%
	Capital expense - w/o grant funding	(1,000,000)	(1,000,000)	(2,500,000)	(1,500,000)	150.0%	(1,500,000)	150.0%
AR	Capital expenditures	(21,173,436)	(32,681,730)	(44,181,610)	(23,008,174)	108.7%	(11,499,880)	35.2%
	Debt principal - sib	(326,000)	(326,000)	(335,812)	(9,812)	3.0%	(9,812)	0.0%
	Debt principal - bond	(835,000)	(835,000)	(880,000)	(45,000)	5.4%	(45,000)	5.4%
AO	Debt principal payments	(1,161,000)	(1,161,000)	(1,215,812)	(54,812)	4.7%	(54,812)	4.7%
AS	Non-Federal grant revenue- non-capital	71,000	31,219	18,720	(52,280)	-73.6%	(12,499)	-40.0%
	Total Non-capital grants & other - gain/(loss)	71,000	31,219	18,720	(52,280)	-74%	(12,499)	-40%
	Total Non-operating revenue (expenses)	(1,715,963)	(2,485,760)	(6,331,040)	(4,615,076)	269%	(3,845,280)	155%

GJRAA 2025 BUDGET Capital Expenses with Grant Funding

	Project Cost									
GRANT FUNDED CAPITAL PROJECTS	Estimate	Total FAA F	unding	Colorado Dis	scretionary	Local - GJRAA Cost		Prior Years	FORECAST 2024	BUDGET 2025
AIP 69 - Airport Development Plan	1,039,904	1,039,904	100%	-	0%	-	0%	967,104	72,800	-
AIP 72 - Grading & Drainage Construction - Sch 1 - 3	16,213,377	16,213,377	100%	-	0%	-	0%	13,978,278	2,235,099	-
AIP 75 - Sch 4-7 Grading and Drainage Design Only Grant	1,592,222	1,433,000	90%	-	0%	159,222	10%	1,551,497	40,725	-
AIP 76 - Grading & Drainage Sch 4 Sitework	9,721,595	8,749,436	90%	250,000	3%	722,160	7%	7,363,157	2,358,438	-
AIP 77 - NAVAIDS & Utilities	2,620,353	2,358,318	90%	-	0%	262,035	10%	2,012,202	608,151	-
Rehabilitate Runway 4/22 - Construction	4,553,757	-	0%	4,023,000	88%	530,757	12%	4,471,757	82,000	-
AIP 78 - Temp NAVAID Equipment Construction	8,611,489	8,292,188	90%	-	0%	319,301	10%	745,022	7,866,467	1,203,060
AIP 79 - Schedule 5 - 7 Grading and Drainage Construction	7,773,355	6,996,020	90%	250,000	3.22%	527,336	6.78%	80,541	7,692,586	2,000,000
Tower repairs	2,000,000	1,800,000	90%	125,115	6%	74,885	4%		-	2,000,000
AIP 80 - Terminal Project- BIL Passenger Boarding Bridge	4,158,889	3,743,000	90%	175,000	4.21%	240,889	5.79%	56,033	1,134,347	3,960,000
AIP 81 - Schedule 6 Grading and Drainage	6,487,780	5,936,852	90%	250,000	3.85%	300,928	6.15%	989,683	5,840,000	1,950,000
AIP 82 - Schedule 1 Pavement Subbase	12,579,143	11,571,228	90%	-	0%	1,007,915	10%	-	1,301,118	11,320,000
AIP 83 - Schedule 2 Pavement Subbase	19,555,556	17,850,919	90%	-	0%	1,955,556	10%		2,000,000	17,600,000
ARFF Truck Replacement	1,648,550	-	0%	900,000	55%	748,550	45%		450,000	1,648,550
	\$ 98,555,970	\$ 85,984,241	87%	\$ 5,973,115	6%	\$ 6,849,533	7%	32,215,275	31,681,730	41,681,610

Note: This schedule presents forecasted grant funding and related capital spending for 2024 and budget for 2025, it is not a comprehensive schedule for all projects.

All grants from Colorado Discretionary have been awarded except AIP 81 that is expected as a result of recent CIP meetings while FAA projects are estimated based on the current CIP.

GRAND JUNCTION REGIONAL AIRPORT AUTHORITY 2025 BUDGET ASSUMPTIONS

2025 Budget Objective and Assumptions

- 2025 Budget Objective: The budget objective is to maintain a strong financial position while staying on track with the Capital Improvement Program and maintaining competitive rates and charges to enable robust growth.
- Operating Revenue: 2025 operating revenue is budgeted at \$9.5 million, an increase of 7.9% (\$695K) from 2024 budgeted operating revenue. The increase is driven by strong growth in both passenger and cargo airline activity resulting in a 6% (\$215K) increase in aeronautical revenue and driving a 9.3% (\$480K) increase in non-aeronautical revenue.
- Operating Expense: The operating expense budget is \$7.2 million, a 7.2% (\$484K) increase from the 2024 budget driven by higher personnel, contract services, and repairs and maintenance budgets to support Airport growth and projects, and partly offset by decreases in budgets for supplies and materials and communications and utilities, reflecting price stabilization in those areas. Assumptions are detailed in the Operating Expenses section at the end of the packet.
- Non-Operating Revenue and Expense: Non-operating revenues and expenses include restricted PFC and CFC revenues that must be spent on capital projects, scheduled debt service payments, interest expense, capital expenses, and capital contributions (grants). The net budgeted cash inflow/outflow from all non-operating activity is a cash outflow (expense) of \$6.3 million. The budgeted net cash outflow reflects a conservative budget showing the maximum amount of capital expenditures (\$42 million) anticipated based on contracted and planned projects with the corresponding grant revenue shown as a cash inflow (\$37 million). It also includes \$2.5 million in capital expenditures without grant funding to fund several smaller projects at the Airport.
- Net Change in Position (Budgetary Basis): The net change in position in the proposed 2025 budget is a decrease of \$4.1 million, driven by a \$6.3M cash outflow in Non-Operating Expense that is partly offset by a net budgeted operating cash inflow of \$2.2M.

Activity Assumptions

2025 Commercial Passenger Landings: Commercial landings and airline seat capacity are estimated based on assumed average daily flight schedules by carrier and aircraft type flown, and reflect data and information from the airlines. The number of daily flights are assumed to grow in 2025. The budget also assumes a modest amount of commercial diversions - this has never been included in the budget before, but given that GJT has seen hundreds of commercial diversions annually for the past decade, diversions have been added to the budget. Reflecting current trends, United is assumed to continue to fly six flights daily - two on narrow body jets and four on regional jets. American is budgeted to fly about the same number of flights on similar sized aircraft as in 2024. Delta is assumed to fly one to two daily flights throughout the year. Breeze is assumed to fly two to four weekly flights. Based on these assumptions, we estimate the following average flight schedule, seat capacity, and commercial landed weight for 2025:

Average Scheduled flights/day k	oy Airline	
	2025	
United	6.0	
American	5.4	
Breeze	0.5	
Delta	1.7	
	13.6	
Estimated 2025 Seat Capacity	371,373	
2024 Forecasted Seat Capacity	352,637	
Estimated 2025 Capacity Growth	5.3%	
Estimated 2025 Commercial Landed Weight in Pounds	406,380,720	
2024 Forecasted Commercial Landed Weight in Pounds	378,026,423	
Estimated 2025 Landed Weight Growth	7.5%	

→ 2025 Passenger Enplanements: Enplanements are estimated based on capacity and load factors, and are based on data and information from the airlines. Load factors are assumed to remain healthy as airlines grow into the extra capacity added in 2024 and 2025. Based on these assumptions, we estimate the following passenger enplanements and load factors for 2025 compared to the 2024 forecast:

	Q1 Enpl	Q2 Enpl	Q3 Enpl	Q4 Enpl	Total
2025	62,566	76,346	77,872	75,175	291,959
2024	59,371	74,289	72,751	71,670	278,081
2025 Enplanement Growth	5%	3%	7%	5%	5%
2025 Average Load Factor	72%	80%	80%	82%	79%
2024 Forecasted Load Factor	73%	81%	80%	81%	79%

2025 Budget Variance Explanations & Detailed Assumptions

Operating Revenues

Aeronautical Revenues

- A <u>Passenger airline landing fees</u> are calculated as estimated commercial aircraft landed weight times the landing fee. 2025 commercial landed weight is projected to be higher than 2024. GJRAA is anticipating landing fees will increase by 13.3% in 2025 from 2024 budget in accordance with the rate-making methodology outlined in the 2023 Airline Use and Lease Agreement. With higher activity levels, the 2025 budget reflects an increase in passenger airline landing fee revenue compared to 2024.
- B Airline Terminal rent is comprised of preferential space leased by the airlines (ticket counters, office space, and baggage handling garage space) and joint-use space (ticket queuing, security, and boarding area). Preferential space leased by the airlines is paid based on a per square foot rate, while joint-use space rent is allocated to the airlines based on the number of passengers each month. Joint-use space comprises approximately 81% of the passenger airline leased space in the terminal and the currently rented airline preferred space makes up the other 19%. Terminal rent for 2025 assumes no changes in leased space and a 15% increase in rental rates in accordance with the rate-making methodology outlined in the 2023 Airline Use and Lease Agreement. It also reflects air service incentives that provide rent relief for Breeze Airways and Delta Airlines.
- C <u>Other passenger airline revenue</u> is from boarding bridge fees charged each time an airline utilizes a boarding bridge to unload and load a plane ("turn"). Replacement is planned for two of the three passenger loading bridges in 2024, and the 2025 budget assumes periodic closures for those bridges and lower associated revenues.
- D Non-passenger landing fees represent landing fees charged for cargo activities and firefighting operations and are based on the landed weight of the aircraft times the landing fee, which increased slightly in the 2025 budget compared to the 2024 budget. FedEx is the primary cargo carrier at the Airport and increased flights in the second half of 2024. The 2025 landed weight budget assumes that FedEx will fly a similar schedule in 2025 as 2024 and includes a conservative landed weight estimate from BLM firefighting activities since this is unpredictable and fluctuates each year. 2025 is the first year the BLM landing fee revenue will be included in the budget, adding to the significant increase versus prior year budgets.
- E <u>Cargo and hangar rental</u> revenue is based on a fixed rate stated in the lease and is subject to an annual increase on April 1 each year based on the consumer price index (CPI). For the 2024 budget a 3% increase was used.
- F State fuel tax revenue represents taxes collected on jet fuel and avgas sales at the airport that are collected by the state then remitted back to the airport. These revenues vary based on the price of fuel, which has been somewhat volatile recently. The 2025 budget reflects 2023 and 2024 averages.
- G <u>Fuel flowage fees</u> are a per gallon charge collected by West Star from all aircraft fueling at the airport except commercial passenger and cargo; this revenue is then remitted to the airport. The 2025 budget reflects 2023 and 2024 averages.
- H <u>Airside fuel sales</u> revenue is revenue generated by the airport from selling diesel and unleaded fuel to the airlines for their ground support equipment. The 2025 budget reflects 2023 and 2024 averages.

I Rapid refuel charges for military refueling activity is assumed to remain consistent with 2024 levels.

Non-Aeronautical Revenues

- J <u>Land and building lease</u> revenue is based on the existing general aviation (GA) leases. The majority of the leases are subject to a CPI increase on April 1 of even years. For 2025, GJRAA assumed an 12-month CPI increase of 3% to current rates for the 5 leases subject to annual increases.
- K <u>Terminal restaurant & retail</u> revenues vary with passenger traffic and are estimated based on the revenue per enplanement times the estimated number of enplanements. Per enplanement rates are listed below:

	2025 Bu	2025 Budget		Aug 23-Jul 24		2023		2022	2021	
Restaurant/Retail	\$	0.91	\$	0.91	\$	0.92	\$	0.76 \$		0.66

<u>Parking and Ground transportation</u> revenues vary with passenger traffic and are estimated based on the revenue per enplanement times the estimated number of enplanements. Per enplanement rates are listed below:

	2025	2025 Budget		Aug 23-Jul 24		2023		2022		2021	
Parking	\$	8.57	\$	8.57	\$	8.77	\$	6.61 \$)	5.52	
Ground transportation	\$	0.38	\$	0.38	\$	0.35	\$	0.26 \$	5	0.21	

- L <u>Terminal office space rent</u> revenue is from office space leased to the TSA and reflects the contract terms.
- M Rental car revenue consists of fixed fees from office and service area rent, variable revenues from the contractual percentage of gross revenue, and fuel sales to rental car companies. The 2025 rental car fuel sales budget is based on 2024 actual trends. The variable revenue from rental car activity is estimated based on the revenue per passenger rate noted below.

	2025 Bu	ıdget	Aug	23-Jul 24	2023	2022	2021	
Rental Car Revenue	\$	4.55	\$	4.55	\$ 4.72	\$ 4.94 \$		4.98

- N <u>Security fees</u> represent the amounts charged to issue and renew badges at the airport for employees, tenants, GA members, and contractors. The 2025 budget uses historical averages to estimate revenue. The 2025 budget is lower than the 2024 budget because 2025 is an AOA badge renewal year, and 2024 was a SIDA badge renewal year. SIDA badges are more expensive due to the additional security requirements and steps.
- O <u>Other revenue</u> primarily includes revenues from vending machines, advertising, and parking tickets. The 2025 budget reflects conservative assumptions for in-terminal advertising revenue based on 2024 revenues.

Operating Expenses

- P The 2025 budget for <u>salaries and related benefit expenses</u> is based on 34 full-time employees, 2 part-time employees, and 2 part-time internship positions, compared to the 2024 budget that included 31 full time positions, 2 part-time employees, and 2 part-time internship positions. The 2024 forecast is lower than the 2024 budget because of position vacancies in 2024. The 2025 budget assumes consistent payroll expense to the 2024 budget with a planned overall 6% increase to provide flexibility with merit and cost of living increases. It also reflects CDOT continuing to cover 50% of the cost of up to two airport intern positions.
- Q <u>Health insurance</u> is based on the current plan enrollment and rates, with an additional contingency budgeted for vacant positions plus an additional 10% increase in premiums.
- R The <u>Utilities</u> budget is based on the 2024 forecast and incorporates anticipated rate increases and an uptick in usage due to planned CIP projects.
- S The Employee recognition, Uniforms and Office supplies budgets are based on the historical average spending. Firefighting supplies decreased from 2024 to 2025 due to the planned purchase of new turnout uniforms for ARFF in 2024. Landscaping budget is increasing to complete upcoming projects.
- T Materials and Supplies is budgeted below 2024 forecast levels due to bulk purchasing in previous years.

- U The Tools and equipment budget for 2025 increased due to needed upgrades and inflation. Tools and equipment purchases include investments in equipment purchases below our current capitalization policy of \$10,000.
- V <u>Glycol disposal</u> budget for 2025 decreased due to controls implemented to minimize contamination and the need for frequent glycol disposal.
- W <u>Fuel expenses</u> are driven by activity levels at the airport as the majority of the diesel and unleaded fuel purchased by the airport is sold to the airlines and rental car tenants. The 2025 budget assumes that fuel prices will continue at 2024 averages.
- X <u>Professional services other</u> represents the cost for our annual Moody's bond rating, ongoing structural monitoring of the terminal building, and ad-hoc small contractor costs. The 2024 budget accounted for specific one-time projects that were planned and completed within the year, resulting in a decrease in the 2025 budget.
- Y <u>Purchased services</u> represents budgeted costs for outsourced services and annual service subscriptions including: cable TV, terminal music, plant care, window cleaning, and carpet cleaning. The 2024 budget accounted for specific projects that were planned and completed within the year, resulting in a decrease in the 2025 budget.
- Z Security guard costs budgeted for 2025 reflect an increase due to the new contract in 2024 and the change to 24-hour security.
- AA <u>Legal costs</u> budgeted for 2025 hold flat to the 2024 budget. This budget allows for work to continue on improving and expanding governance documents, routine legal support, and contingency for legal expenses should an issue or opportunity requiring significant legal support pop up.
- AB Audit services costs increased from 2024 based on planned rate increases and more hours based on the growing complexity.
- AC <u>IT professional services</u> budget increased from the 2024 budget to accommodate planned software upgrades and implementations.
- AD <u>Engineering and planning professional services</u> budget increases are driven by more airport planning and architecture work for terminal, parking, control tower, and airside expansion and improvements.
- AE 2025 budgeted Repairs and maintenance was flat to 2024 budget based on historical averages.
- AF <u>Elevator and escalator maintenance</u> costs are based on 2024 actuals and contracted prices.
- AG <u>Pavement maintenance</u> budget increased due to scheduled pavement maintenance to be completed in 2025.
- AH <u>Insurance expense</u> budget increased in 2025 based on actual 2024 premiums and to allow for premium increases in 2025 and increases in the insured value of Airport assets.
- Al <u>Education & training</u> and <u>Travel and meetings</u> expense were relatively flat versus the 2024 budget and reflect actual plans by department for 2025.
- AJ The Marketing budget was flat to 2024 as similar marketing activities are planned.
- AK The <u>Air service development</u> budget remains flat to the 2024 budget as air service development remains a top priority. This budget includes anticipated costs for data, research, reporting, and travel.
- AL The Other expense category is used to budget expenses for events that are not annually recurring. 2025 includes a \$100K contingency expense to support the operating budget.

Non-Operating Activity

- AM <u>Passenger facility charge</u> (PFC) revenue is budgeted based on the historical revenue per enplanement times the projected enplanements for the year. The PFC rate is legislated and GJRAA charges the maximum allowed rate of \$4.50.
- AN <u>Interest income</u> budget decreased in 2025 to reflect expected interest rate declines and lower cash balances due to capital expenditures.
- AO <u>Interest expense</u> and <u>debt principal payments</u> are based on scheduled debt repayments for the outstanding 2016 Bonds and the 2023 State Infrastructure Bank loan.
- AP <u>Customer facility charge</u> (CFC) revenue is budgeted based on estimated rental car rental days times the current rate of \$4/day.

- AQ <u>Capital contributions</u> are estimated based on awarded grant funding from the FAA for AIP projects where the FAA covers 90% of the project cost, as well as BIL projects and CDOT grants that all require a local match. Refer to the AIP Project schedule for a more detailed list of 2025 projects and estimated expenditures. The budget is conservative financially and reflects the maximum amount of project work anticipated in 2025; actual construction activity and the associated expenses and grant remittances (capital contributions) are expected to be lower than the 2025 budgeted amounts.
- AR <u>Capital expenditures</u> are based on planned project timelines as outlined in the project schedule. Total 2025 capital expenditures are budgeted to be \$44 million. The budget is conservative financially and reflects the maximum amount of project work anticipated in 2025; actual construction activity and the associated expenses and grant remittances (capital contributions) are expected to be lower than what is in the 2025 budget.
- AS <u>Non-Federal grant revenue non-capital</u> reflects the grant associated with the CDOT internship program which covers 50% of intern wages for up to two eligible interns.

Other assumptions

Cash balances assume consistent receivable and payable balances year-over-year. The decrease in cash balance from the 2024 forecast is driven by an uptick in spending on capital projects.

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Notice of Award and Contract Approval to Oshkosh Airport Products for acquisition of ARFF Vehicle				
PURPOSE:	Information 🗆	Guidance 🗆	Decision ⊠		
RECOMMENDATION:	Approve the Notice of Award and Contract to award Aircraft Rescue and Fire Fighting (ARFF) Vehicle to Oshkosh Airport Products for a contract amount of \$1,239,004 and authorize the Executive Director to sign.				
SUMMARY:	3,000-gal Class 5 A	RFF vehicle. The project	sh represents the acquisition of a was competitively bid and is Products as the lowest responsive		
	The award amount includes the vehicle and a 3-year extended warranty.				
	 \$1,215,559.00 – ARFF Vehicle \$23,445.00 – Extended Warranty 				
	The equipment contract is partially funded by the \$900,000 CDOT grant awarded earlier this year. The remaining project cost will be locally funded and is accounted for in the capital budget.				
REVIEWED BY:	Executive Director, Di	ector of Operations, Fleet M	lanager, and CIP Manager		
FISCAL IMPACT:	Funding Sources State (awarded CDAG grant) - \$900,000.00 GJRAA - \$339,004.00 Total Cost - \$1,239,004.00				
ATTACHMENTS:	Recommendation of a	ward, Notice of Award, and	Contract		
STAFF CONTACT:	Angela Padalecki apadalecki@gjairport.c Office: 970-248-8588	<u>om</u>			



233 South 13th Street Suite 1100 Lincoln, NE 68508

www.GarverUSA.com

November 7, 2024

Grand Junction Regional Airport Attn: Mrs. Angela Padalecki 2828 Walker Field Drive Grand Junction, CO 81506

Re: Grand Junction Regional Airport

Aircraft Rescue and Fire Fighting (ARFF) Vehicle

Recommendation of Award

Dear Mrs. Padalecki:

Bids were received for the "Aircraft Rescue and Fire Fighting (ARFF) Vehicle" project at the Grand Junction Regional Airport at 2:00 p.m. on November 5, 2024. The bids have been checked for accuracy and for compliance with the contract documents. A tabulation of the bids is enclosed with this letter.

One bid was received by Oshkosh Airport Products. Refer to the table below for a summary of the bid amounts and the Engineer's Estimate.

Description	Engineer's Estimate	Oshkosh Airport
Description		Products
S	chedule 1	
Base Bid – 3,000 gal ARFF Vehicle,	\$1,600,000.00	\$1,215,559.00
Class 5		
Add Alt 1 – Extended Bumper to		\$23,445.00
Bumber Warranty – 3 Years		
Add Alt 2 – Extended Bumper to		\$9,964.00
Bumber Warranty – 2 Years		
Add Alt 3 – Standard Maintenance		No Bid
Contract – 2 Years		
Add Alt 4 – Standard Maintenance		No Bid
Contract – 1 Year		
S	chedule 2	
Base Bid - 1,5000 gal ARFF	\$1,400,000.00	\$1,126,573.00
Vehicle, Class 4		
Add Alt 1 – Extended Bumper to		\$21,865.00
Bumber Warranty – 3 Years		
Add Alt 2 - Extended Bumper to		\$9,293.00
Bumber Warranty – 2 Years		
Add Alt 3 – Standard Maintenance		No Bid
Contract – 2 Years		
Add Alt 4 – Standard Maintenance		No Bid
Contract – 1 Year		

Mrs. Padalecki 11/7/2024 Page 2 of 2

As part of the design and bid process, Garver directly coordinated with three providers of ARFF vehicles including Oshkosh, Rosenbauer, and E-One. The project advertisement was sent directly to all three providers, publicly advertised, and hosted on BidNet.

Oshkosh included one exception in their bid. Where the specification requires one water-foam booster reel (SS-705-3.6.6.1) and one dry agent hose reel (SS-705-3.7.2), the exception provides for a dual agent hose reel and handline.

The bid was evaluated for completeness and correctness in accordance with the bid instructions. The bidder was found to be responsive and responsible.

We believe that the bid submitted by Oshkosh Airport Products meets the requirements of the bid documents and represents a good value for the Grand Junction Regional Airport. We recommend that a construction contract for the 3,000-gal ARFF Vehicle, Class 5 for a total of \$1,215,559.00 be awarded to Oshkosh Airport Products.

Please call me if you have any questions.

Sincerely,

GARVER, LLC

Roger Knobeloch, P.E.

Project Manger

Attachments: Bid Tabulation

Grand Junction, CO Nov. 5, 2024; 2:30PM

BID RESULTS SHEET

Bidder	Schedule # / Base Bid	Add 1 – 3 Year Extended Warranty	Add 2 – 2 Year Extended Warranty	Add 3 – 2 Year Maintenance Contract	Add 4 – 1 Year Maintenance Contract
Engineer's Estimate	1 - \$1,600,00.00 2 - \$1,400,000.00	 			
Oshkosh Airport Products 1515 County Road O, Suite A Neenah, WI 54956	1 - \$1,215,559.00 2 - \$1,126,573.00	\$23,445.00 \$21,865.00	\$9,964.00 \$9,293.00	No Bid	No Bid No Bid

Garver Project No. 2400849 Page 1 of 1

00 51 00 NOTICE OF AWARD

Date of Issuance:

GRAND JUNCTION REGIONAL

Owner: AIRPORT AUTHORITY Owner's Contract No.:

Engineer: GARVER Engineer's Project No.: 2400849

Aircraft Rescue and Fire Fighting

Project: (ARFF) Vehicle Acquisition

Bidder: Oshkosh Airport Projects, a Division of Pierce Manufacturing, Inc.

Bidder's Address: 1515 County Road O, Suite A

Neenah, WI 54956

TO BIDDER:

You are notified that Owner has accepted your Bid dated <u>November 5, 2024</u> for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Schedule 1 Base Bid, Add Alternate 1; 3,000-gal Airport Rescue and Fire Fighting (ARFF) vehicle, Class 5 with 3-year extended Bumper to Bumper warranty.

The Contract price of the awarded Contract is: \$1,239,004.00

<u>1</u> unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

a set of the drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

- 1. Return signed copy of Notice of Award to Owner and Engineer as acknowledgement of receipt.
- 2. Deliver to Owner 1 counterparts of the Agreement, fully executed by Bidder.
- 3. Deliver with the executed Agreement(s) the Contract security [e.g., Performance bond and Payment bond] and insurance documentation as specified in the Instructions to Bidders, General Provisions and Special Provisions.
- 4. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

EJCDC® C-510, Notice of Award. Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

Grand Junction Regional Airport

Aircraft Rescue and Fire Fighting (ARFF) Vehicle Acquisition

After you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Section 50-05 of the General Provisions.

Owner:	Grand Junction Airport Authority
Owner.	Authorized Signature
Ву:	
Title:	Executive Director
Bidder:	
	Authorized Signature
Ву:	
29.	
Title:	
Copy: En	gineer

EJCDC® C-510, Notice of Award. Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

00 52 00 - AGREEMENT BETWEEN BUYER AND SELLER FOR PROCUREMENT CONTRACT

This Procurement Agreement is by and between **Grand Junction Regional Airport Authority** ("Buyer") and <u>Oshkosh Airport Products</u> ("Seller").

Terms used in this Procurement Agreement have the meanings stated in the General Conditions of the Procurement Contract and the Supplementary Conditions of the Procurement Contract.

Buyer and Seller hereby agree as follows:

ARTICLE 1—PROCUREMENT CONTRACT

1.01 Goods and Special Services

A. Seller shall furnish the Goods and Special Services as specified or indicated in the Procurement Contract Documents. The Goods and Special Services are generally described as follows: 3,000-gal Airport Rescue and Fire Fighting (ARFF) vehicle, Class 5 with 3-year extended Bumper to Bumper warranty.

1.02 Engineer

A. Buyer has retained **Garver** ("Engineer"), to prepare Procurement Contract Documents and act as Buyer's representative. Engineer assumes all duties and responsibilities and has the rights and authority assigned to Engineer in the Procurement Contract Documents in connection with Seller's furnishing of Goods and Special Services.

1.03 Point of Destination

A. The Point of Destination is designated as: 2828 Walker Field Dr, Grand Junction, CO 81506

ARTICLE 2—PROCUREMENT CONTRACT TIMES

2.01 Time of the Essence

A. All time limits for Milestones, including the submittal of Shop Drawings and Samples, the delivery of Goods, and the furnishing of Special Services as stated in the Procurement Contract Documents, are of the essence of the Procurement Contract.

2.02 Schedule of Procurement Contract Times

A. The following schedule sets forth the Procurement Contract Times:

Milestone	Calendar	Notes
	Days	
Deliver acceptable Goods to Point	720	Delivery shall require 10-day pre-
of Destination		coordination.
Complete Equipment Training	21	

2.03 Shop Drawings and Samples

- A. Submittal of Shop Drawings and Samples: Seller shall submit all Shop Drawings and Samples required by the Procurement Contract Documents to Engineer for its review and approval.
- B. Engineer's Review: It is the intent of the parties that Engineer will conduct its review of Shop Drawings and Samples and issue its approval, or a denial accompanied by substantive comments regarding information needed to gain approval, within **seven business** days after

Seller's submittal of such Shop Drawings and Samples, or within such longer period that is needed because of the quantity and quality of such submittals. Resubmittals will be limited whenever possible.

2.04 Liquidated Damages

A. Buyer and Seller recognize that time is of the essence as stated in Paragraph 2.01, and that Buyer will suffer financial and other losses if the Goods are not delivered to the Point of Destination and ready for receipt of delivery by Buyer within the time specified in Paragraph 2.02, plus any extensions thereof allowed in accordance with this Procurement Contract. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Seller's specific compliance with the delivery requirements of Paragraph 2.02. Further, the parties recognize the time, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the loss (whether direct, consequential, or otherwise) suffered by Buyer if complete, acceptable Goods are not delivered on time. Accordingly, instead of requiring any such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer \$300 for each day that expires after the time specified in Paragraph 2.02 for delivery of acceptable Goods.

ARTICLE 3—PROCUREMENT CONTRACT PRICE

3.01 Procurement Contract Price and Total Price

A. The Procurement Contract Price is comprised of the Lump Sum and Unit Price amounts set forth in the following paragraphs.

Buyer shall pay Seller a Lump Sum of \$1,239,004.00 for furnishing the Goods and Special Services (other than any Unit Price Goods and Special Services) in accordance with Schedule 1, Additive Alternate 1, and the Procurement Contract Documents.

ARTICLE 4—PAYMENT PROCEDURES

- 4.01 Submittal and Processing of Applications for Payment
 - A. Seller shall submit Applications for Payment in accordance with Article 13 of the General Conditions and the following paragraphs. Engineer and Buyer will process such Applications for Payment in accordance with said Article 13.

4.02 Progress Payments; Final Payment

A. Seller may submit an Application for Payment requesting the stated percentage of Procurement Contract Price upon attainment of each of the following Payment Line Items:

	Payment Line Item (Lump Sum)	Percentage of Lump Sum
1.	Initial Payment: Application for payment must be supported with supplier invoices.	25
2.	Intermediate Payment: Application for payment must be supported with supplier invoices.	25
3.	Delivery Payment: Delivery of Goods to Point of Destination in accordance with the Procurement Contract Documents	45
4.	Final Payment: Correction of non-conformities, provision of final Operations and Maintenance manuals, submittal of warranties and other final documentation required by the Procurement Contract Documents, Completion of equipment training.	5
То	tal Procurement Contract Price (Lump Sum)	100

B. Buyer shall pay Seller the amount owed under an Application for Payment within 30 days after Engineer's presentation to Buyer of the Application for Payment and Engineer's recommendation.

ARTICLE 5—ASSIGNMENT OF PROCUREMENT CONTRACT

5.01 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Procurement Contract will be binding on another party hereto without the written consent of the party sought to be bound. Specifically, but without limitation, Procurement Contract payments or other money that may become due, and Procurement Contract payments or other money that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Laws and Regulations). Unless specifically stated to the contrary in any written consent to such an assignment, such an assignment will not release or discharge the assignor from any duty or responsibility under the Procurement Contract Documents.

ARTICLE 6—PROCUREMENT CONTRACT DOCUMENTS

- 6.01 List of Procurement Contract Documents
 - A. The Procurement Contract Documents consist of the following:
 - 1. This Procurement Agreement.
 - 2. General Conditions of the Procurement Contract.
 - 3. Supplementary Conditions of the Procurement Contract.
 - 4. Procurement Specifications as listed in the Procurement Specifications table of contents.
 - 5. Addenda (if any)
 - 6. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 7. Exhibits to this Procurement Agreement (enumerated as follows):

- a. Documentation submitted by Seller including: Equipment Literature
- 8. The following which may be delivered or issued on or after the Effective Date of the Procurement Contract and are not attached hereto:
 - a. Change Orders;
 - b. Change Directives; and
 - c. Field Orders.
- 3. The documents listed in Paragraph 6.01.A are attached to this Procurement Agreement (except as expressly noted otherwise above).
- C. There are no Procurement Contract Documents other than those listed above.
- D. The Procurement Contract Documents may only be amended or supplemented as provided in Paragraph 11.01 of the Procurement General Conditions.

ARTICLE 7—SELLER'S REPRESENTATIONS AND CERTIFICATIONS

7.01 Seller's Representations

- A. In order to induce Buyer to enter into this Procurement Agreement, Seller makes the following representations:
 - 1. Seller has examined and carefully studied the Procurement Contract Documents.
 - 2. If required by the Instructions to Bidders to visit the Point of Destination and the site where the Goods are to be installed or Special Services will be provided, or if, in Seller's judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the Goods and Special Services, then Seller has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided (as applicable) and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the Goods and Special Services.
 - 3. Seller is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Seller's obligations under the Procurement Contract.
 - Seller has carefully studied, considered, and correlated the information known to Seller with respect to the effect of such information on the cost, progress, and performance of Seller's obligations under the Procurement Contract.
 - Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Procurement Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Seller.
 - The Procurement Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Contract.
 - 7. Seller's entry into this Procurement Contract constitutes an incontrovertible representation by Seller that without exception all prices in the Procurement Agreement are premised upon furnishing the Goods and Special Services as required by the Procurement Contract Documents.

7.02 Seller's Certifications

- A. Seller certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Procurement Contract. For the purposes of this Paragraph 7.02:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Procurement Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Procurement Contract to the detriment of Buyer, (b) to establish bid or contract prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Procurement Contract.

ARTICLE 8—RESERVED

ARTICLE 9—RESERVED

IN WITNESS WHEREOF, Buyer and Seller have signed this Procurement Agreement. Counterparts have been delivered to Buyer and Seller.

Buyer		Seller
GRAND JUN	CTION REGIONAL AIRPORT	Oshkosh Airport Products, a Division of Pierce
AUTHORITY		Manufacturing, Inc.
(typea	f or printed name of organization)	(typed or printed name of organization)
By:		Ву:
	(individual's signature)	(individual's signature)
Date:		Date:
	(date signed)	(date signed)
Name:		Name:
	(typed or printed)	(typed or printed)
Title:		Title:
	(typed or printed)	(typed or printed)
		(If Seller is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest:		Attest:
	(individual's signature)	(individual's signature)
Title:		Title:
	(typed or printed)	(typed or printed)
	giving notices:	Address for giving notices:
Designated	Representative:	Designated Representative:
Name:		Name:
	(typed or printed)	(typed or printed)
Title:		Title:
	(typed or printed)	(typed or printed)
Address:		Address:
Phone:		Phone:
Email:		Email:
sign. If Buyer is authority to sig	orporation, attach evidence of authority to s a public body, attach evidence of gn and resolution or other documents ecution of this Agreement.)	

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Grand Junction Regional Airport Authority

Agenda Item Summary

Agenda item Summary				
TOPIC:	Recommendation of Professional Airport General Contractor On- Call Services			
PURPOSE:	Information □	Guidance □	Decision ⊠	
RECOMMENDATION:	Approve contract with FCI Constructors, Inc. to provide On-Call General Contractor Service and authorize the Executive Director to sign.			
SUMMARY:	we are pre-identifying having to go through a does not include any p project is identified, w	a qualified firm that we can an individual procurement for cricing, as required by federal to will negotiate a task order	al Contractor On- Call Services, call on as projects arise without reach task. The selection process law and FAA policy. Once a with pricing for the specific work is based on the size of the task	
	intentionally focused	on General Contractor Servi FQ was posted on Bidnet un	September 11, 2024. This RFQ was ices for the selection of the most til October 10, 2024 and included	
	 Establish desig Obtain local, st Preparation of Preparation of Conduct geote Preparation of Preparation of current funding 60%, 90%, and Preparation of construction ac etc. to verify p Perform all nec Collection of d 	tate, and federal permits for the Grant Applications; topographical surveys as requestional engineering and testing detailed cost estimates for proconstruction contract documes agency requirements. Maked 100% design stages; phasing and construction safetivity, including meeting with hasing prior to inclusion into	the execution of projects; uired for design; ng; rojects; ents in compliance with the most e formal submittals at the 30%, ety plans, sequence of the Airport, Airlines, FAA, TSA, the contract documents; lations associated with projects; lt layouts;	

A selection committee made up of three staff members and one consultant was formed and evaluated responsive RFQs with the following criteria:

tenants and stakeholders throughout the project development process.

Attend, as needed, meetings with the Authority, CDOT, FAA, and/or Airport

- 1) Qualifications and Experience
- 2) Technical Competence

	3) Proposed Organization 4) Proposed Approach (Mathedalogy)
	4) Project Approach/Methodology
	Staff recommends awarding a new 5-year contract with FCI Constructors, Inc for General Contractor Services for GJRAA.
REVIEWED BY:	Executive Director and Legal Counsel
FISCAL IMPACT:	N/A. Individual scope of work and cost will be approved with each project.
ATTACHMENTS:	On-Call Professional General Contractor Services Contract
STAFF CONTACT:	Cameron Reece
	Email: creece@gjairport.com
	Phone: (970) 248-8594

GRAND JUNCTION REGIONAL AIRPORT AUTHORITY AGREEMENT FOR ON-CALL PROFESSIONAL GENERAL CONTRACTOR SERVICES

This AGREEMENT FOR ON-CALL PROFESSIONAL GENERAL CONTRACTOR SERVICES (the "Agreement") is entered into between the GRAND JUNCTION REGIONAL AIRPORT AUTHORITY (the "Authority"), a political subdivision of the State of Colorado, having an address of 2828 Walker Field Drive, Suite 301, Grand Junction, Colorado 81506, and FCI Constructors, Inc. ("Consultant") (individually a "Party", collectively the "Parties") as of November 13, 2024 (the "Effective Date").

1. Scope of Services

- 1.1. The Authority hereby retains the Consultant to provide professional General Contractor services on an as-needed basis related to capital projects at the Grand Junction Regional Airport (the "Airport"). Consultant is retained to provide the following services, as well as those consulting services described in the On-Call Professional General Contractor Services Request for Qualifications attached hereto as **Exhibit A**, and Consultant's Statement of Qualifications, attached hereto as **Exhibit B**, and incorporated herein by this reference (collectively the "Services"):
 - o Analyze proposed site and evaluate existing facilities;
 - o Establish design objectives;
 - Obtain local, state, and federal permits for the execution of projects;
 - o Preparation of Grant Applications;
 - o Preparation of topographical surveys as required for design;
 - o Conduct geotechnical engineering and testing;
 - o Preparation of detailed cost estimates for projects;
 - Preparation of construction contract documents in compliance with the most current funding agency requirements. Make formal submittals at the 30%, 60%, 90%, and 100% design stages;
 - Preparation of phasing and construction safety plans, sequence of construction activity, including meeting with Airport, Airlines, FAA, TSA, etc. to verify phasing prior to inclusion into the contract documents:
 - o Perform all necessary inspections and evaluations associated with projects;
 - o Collection of data needed to produce as-built layouts;
 - o Production of both digital and hard copy as-built drawings;
 - Attend, as needed, meetings with the Airport, CDOT, FAA, and/or Airport tenants and stakeholders throughout the project development process.
- 1.2. The types of projects for which the Services shall be provided (the "Projects") may include, but are not limited to, security and passenger screening checkpoint projects; terminal expansion/remodel projects to accommodate security and airline needs; baggage conveyance

device replacements, upgrades, and additions; and replacements; passenger and service elevator modernizations; Air Traffic Control Tower MEP replacements; facilities maintenance and support building; addition to existing ARFF/SRE facility; common use rental car service facility; fire code/system upgrades; roof replacements; HVAC system upgrades/replacements; electrical upgrades; miscellaneous mechanical, electrical, and lighting work; utility installation and/or relocations; office renovations; leasehold improvements; ADA accessibility improvements; and other similar projects.

- 1.3. Consultant warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in connection with the Projects in compliance with the provisions of this Agreement and agrees to perform the Services on the terms and conditions set forth herein and to furnish deliverables free of negligent errors or omissions.
- 1.4. Services will be provided in accordance with mutually agreed upon task orders and amendments to this Agreement as provided in Section 2 of this Agreement. Consultant agrees to timely and professionally complete, furnish and pay all costs related to the Services, including any related taxes, and to furnish all labor, supplies and materials and everything else reasonably necessary to complete the same, unless specifically provided to the contrary elsewhere in this Agreement or an amendment hereto.
- 1.5. Nothing herein shall prohibit the Authority from (a) contracting with other consultants, including general contracting or planning firms, for services on projects not included or listed above; (b) releasing another solicitation for the Services or similar services on the Projects or similar projects; (c) contracting with other consultants with respect to the Services upon the expiration or termination of this Agreement; or (d) determining that some or all of the above-described Services will not be undertaken. This Agreement shall not be construed to guarantee any work for Consultant, and Authority reserves the right to award any Airport consulting services to another firm without terminating this Agreement.

2. Compensation and Amendments

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

- 2.3. The Authority assumes no liability to compensate the Consultant for work performed by the Consultant or its subcontractors that is not explicitly authorized by the Authority via an amendment.
- 2.4. For performance of the Services described in each Fixed Lump-Sum amendment, Authority shall pay the Fixed Lump-Sum set forth in such amendment in monthly increments over the period of performance of the Services, based on percentage completed unless other specific payment schedules are mutually agreed to and set forth in the amendment.
- 2.5. For performance of the Services described in each Cost-Plus-a-Fixed-Fee NTE amendment, Authority shall pay Consultant the rates for the applicable individual performing the services times the number of hours employed on a specific Project. The rates are identified on **Exhibit C**, Established Hourly Rate Schedule, and hereby incorporated by reference. The rates set forth in **Exhibit C** are subject to annual revision by the Consultant, as approved by the Authority.
- 2.6. Expenses for Fixed Lump-Sum or Cost-Plus-a-Fixed-Fee NTE projects shall be reimbursed by Authority as identified in the amendment.
- 2.7. Consultant shall submit timely invoices to the Authority for Services authorized by an amendment hereto. The Authority shall pay Consultant for approved invoices once funds are available from the funding agency or, if federal financial assistance is not authorized, no later than sixty (60) days after receipt of the invoice. If the Authority disputes any portion of an invoice, it shall not be relieved of the responsibilities of paying the undisputed portion thereof.

3. <u>Consultant Obligations</u>

- 3.1. Consultant shall identify a Project Manager and any other key personnel in the first amendment hereto and shall substitute such Project Manager and key personnel only with the Authority's express approval in a subsequent amendment or by other writing signed by the Airport Executive Director.
- 3.2. The Consultant shall comply with the Airport rules and regulations and any and all other applicable requirements when performing Services at the Airport.
- 3.3. Consultant shall be responsible for employing adequate safety measures and taking all actions reasonably necessary to protect the life, health and safety of the Consultant and its employees, contractors, and subcontractors as well as the public, while working on the Airport. Nothing the Authority may do, or fail to do, with respect to safety shall relieve Consultant of this responsibility. Consultant is responsible for providing all required personal protective equipment for its employees. Consultant is responsible for ensuring Consultant and its employees, contractors, and subcontractors are properly trained in the areas of safety that pertain to the Projects and Services.

- 3.4. In performing the Services, personnel of Consultant may have access to certain information called Sensitive Security Information ("SSI"), which is protected by federal statutes and regulations. Personnel of Consultant may also create and maintain records that contain SSI. Consultant and personnel assigned to work under this Agreement are subject to the duties and requirements imposed by 49 C.F.R. Part 1520, entitled "Protection of Sensitive Security Information." As such, personnel of Consultant may not publicly disclose SSI in any context, including during litigation or pursuant to a state open records act request, without the advance approval of the Transportation Security Administration ("TSA"), as provided in 49 C.F.R. Part 1520. Consultant shall take all appropriate measures to protect such information that may come into its possession as a result of this Agreement.
- 3.5. In addition to the clauses set forth herein, the Federal Contract Provisions of the annexed **Exhibit D** are incorporated by reference as if full set forth in the body of this Agreement. The terms "Contractor", "Offeror", "Applicant" and "Successful Bidder" as used in **Exhibit D** shall refer to the Consultant. In the event of conflict between the terms and conditions of **Exhibit D** and the body of this Agreement, the term and conditions of **Exhibit D** shall control. In the event the FAA changes any of the Federal Contract Provisions, the Parties shall incorporate the change in an amendment hereto.

4. **Authority Obligations**

- 4.1. The Authority shall make available to the Consultant all technical data that is in the Authority's possession including maps, surveys, property descriptions, borings, and other information required by the Consultant and relating to the Projects and Services authorized by amendments hereto. The Authority will use best efforts to ensure that such technical data is accurate and free of errors or omissions; however, the Consultant may have to field test, update, validate or use other means to confirm any such technical data if it intends to rely on it for purposes of providing the Services hereunder.
- 4.2. The Authority agrees to cooperate with the Consultant in the timely review and approval of all plans and specifications, or, should the Authority disapprove of any part of said plans and specifications, shall make a timely decision in order that no undue expense will be incurred by the Consultant because of delay. If the Consultant is caused to incur other expenses such as extra drafting, due to changes ordered by the Authority after completion and approval of the plans and specifications, the Consultant shall be paid for such extra expenses and services involved provided that the Consultant has provided reasonable notice to the Authority of the potential for increased costs.
- 4.3. The Authority shall pay publishing costs for advertisements of notices, public hearings, requests for bids, and other similar items, and further shall pay for all permits and licenses that may be required by local, state, or federal authorities, provided however that Consultant shall be responsible for timely identification of the need for the same in connection with any Project.

- 4.4. The Authority shall arrange for access to and make all provisions for Consultant to enter upon Airport property as required for Consultant to perform the Services. The Authority may issue security badges and/or keys to Consultant and subcontractor personnel requiring unescorted access to the Airport Secured Area, upon the completion of required background checks; provided that Consultant shall assume full responsibility for any such security badges and keys.
- 4.5. The Authority shall give prompt written notice to Consultant whenever Authority observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's Services, or any defect in the work of Consultant(s), provided that nothing herein shall impose upon the Authority a duty to observe, supervise or inquire into any such services or work.

5. <u>Insurance</u>

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

6. Standard of Care

- 6.1. Consultant warrants and agrees that the Services performed by it hereunder, will be in accordance with that degree of care and skill ordinarily exercised by members of the consulting profession, in performing services of a similar nature for similar projects, existing as of the date that such services are performed.
- 6.2. Except as expressly provided in this Agreement, Consultant does not make, give or extend any warranties, representations or guarantees of any kind or nature, express or implied concerning the transaction which is the subject of this Agreement or any amendments hereto.

7. <u>Construction Cost Opinion</u>

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

8. Force Majeure

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

9. Term, Breach, and Termination

9.1. <u>Term.</u> This Agreement shall become effective upon the Effective Date and will remain in effect for a period of five (5) years, until November 12, 2029, or sooner terminated in accordance with this section.

9.2. Breach of Agreement by Consultant

- 9.2.1. Any violation or breach of terms of this Agreement on the part of the Consultant or its subcontractors may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the Parties.
- 9.2.2. Authority will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the Agreement. Authority reserves the right to withhold payments to

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Consultant until such time the Consultant corrects the breach or the Authority elects to terminate the Agreement. The Authority's notice will identify a specific date by which the Consultant must correct the breach. Authority may proceed with termination of the Agreement if the Consultant fails to correct the breach by the deadline indicated in the Authority's notice.

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

9.3. Termination

- 9.3.1. The Authority may, by written notice to the Consultant, terminate this Agreement for its convenience or for an uncured breach by the Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Authority, the Consultant must immediately discontinue all Services affected.
- 9.3.2. Upon termination of this Agreement, the Consultant must deliver to the Authority all reproducible data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.
- 9.3.3. Authority agrees to pay the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice and deemed acceptable and usable by the Authority. Compensation will not include anticipated profit on non-performed Services.
- 9.3.4. Authority further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

9.4. Termination by Consultant for Cause

- 9.4.1. The Consultant may terminate this Agreement in whole or in part, if the Authority: (a) defaults on its obligations under this Agreement; (b) fails to make payment to the Consultant in accordance with the terms of this Agreement; or (c) suspends a Project for more than 180 days beyond a deadline agreed to by the Authority and Consultant due to reasons beyond the control of the Consultant.
- 9.4.2. The Consultant must provide the Authority seven (7) days advance written notice of its intent to terminate this Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- 9.4.3. Upon receipt of a notice of termination from the Consultant, the Authority agrees to cooperate with Consultant for the purpose of terminating this Agreement or portion thereof, by mutual consent. If Authority and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement

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based upon the Authority's breach of this Agreement.

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

10. Liability

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

11. Governmental Immunity Act

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

12. Severability

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

13. Governing Law

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

14. Entire Agreement

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

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

- 15.1. <u>Limit Use to Hard Copies</u>. As a component of the Services provided under this Agreement, Consultant shall deliver electronic copies of all documents and data (the "Electronic Files") in addition to printed copies (the "Hard Copies") for the convenience of the Authority. Authority and its consultants, contractors and subcontractors may only rely on the Hard Copies furnished by Consultant to Authority. If there is any discrepancy between any Electronic File and the corresponding Hard Copy, the Hard Copy controls.
- 15.2. Acceptance Procedure. Authority acknowledges that Electronic Files can be altered or modified without Consultant's authorization, can become corrupted and that errors can occur in the transmission of such Electronic Files. Authority agrees that it will institute procedures to preserve the integrity of the Electronic Files received from the Consultant until acceptance. Authority further agrees that it will review the Electronic Files immediately upon the receipt and conduct acceptance test within thirty (30) days, after which period Authority shall be deemed to have accepted the Electronic Files as received. Consultant will undertake commercially reasonable efforts to correct any errors in the Electronic Files within the 30-day acceptance by Authority.
- 15.3. Ownership of Data and Documents. The original drawings, plans, specifications, inspection reports and other deliverables, whether in written or electronic format, shall become the property of the Authority as soon as payment for the same has been completed, including payment made pursuant to this Agreement. The Authority may use such documents and data in any manner without limitation or liability to the Consultant.
- 15.4. Reuse by Consultant. The Consultant may retain copies of documents and data and may use the same on behalf of the Authority in connection with the Projects, this Agreement or any future agreement between the Parties in connection with the Airport. In no event shall the Consultant use documents or data generated hereunder for any use unrelated to this Agreement, the Authority or the Airport, including without limitation for purposes of marketing Consultant's services to other prospective clients, without the Authority's express written permission.

16. Covenant Against Contingent Fees

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

17. Notices

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

If to Authority: Grand Junction Regional Airport Authority

2828 Walker Field Dr, Suite 301 Grand Junction, Colorado 81506

If to Consultant: FCI Constructors, Inc

3070 I-70B, Bldg. A

Grand Junction, CO 81504

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

18. Binding Effect

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

19. No Partnership

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

20. <u>Independent Contractor</u>

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

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21. <u>Descriptive Headings</u>

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

22. <u>Limitation of Benefit</u>

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

23. Authority

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

24. <u>Subordination</u>

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

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 13 th day of November, 2024.

AUTHORITY:	
By:	
Angela Padalecki, Executive Director	
CONSULTANT:	
By: Vice President	

EXHIBIT A GENERAL CONTRACTOR REQUEST FOR QUALIFICATIONS



2828 Walker Field Dr Grand Junction, CO 81506

Request for Qualifications

Professional Airport General Contractor On- Call Services

Schedule of Events

RFQ Issued September 11, 2024

Deadline to Submit Questions September 26, 2024

Response to Written Questions October 3, 2024

Statement of Qualifications due October 10, 2024 4:00pm MT

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BACKGROUND AND OBJECTIVE

The Grand Junction Regional Airport Authority ("Authority") hereby solicits Statements of Qualifications ("SOQs") from responsible, qualified firms interested in providing professional General Contractor (GC) Services on an as-needed and requested basis for various capital improvement projects, expected or anticipated at the Grand Junction Regional Airport ("Airport") in Grand Junction, Colorado.

The Authority intends to select the General Contractor ("Consultant") based solely on qualifications. Fees will be negotiated for projects on a task order basis. Cost or fee information is not to be submitted with the SOQ.

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

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

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

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

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

II. Anticipated Scope of Work

The Authority is seeking professional services of a General Contractor for the design and preparation of plans and specifications and support services for various Airport improvement projects including but not limited to bidding services, project administration, supervision, and coordination for Airport construction projects expected or anticipated during the next five (5) years.

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

- 1. Analyze proposed site and evaluate existing facilities;
- 2. Establish design objectives;
- 3. Obtain local, state, and federal permits for the execution of projects;
- 4. Preparation of Grant Applications;
- 5. Preparation of topographical surveys as required for design;
- 6. Conduct geotechnical engineering and testing;
- 7. Preparation of detailed cost estimates for projects;
- 8. Preparation of construction contract documents in compliance with the most current funding agency requirements. Make formal submittals at the 30%, 60%, 90%, and 100% design stages;
- 9. Preparation of phasing and construction safety plans, sequence of construction activity, including meeting with Airport, Airlines, FAA, TSA, etc. to verify phasing prior to inclusion into the contract documents;
- 10. Perform all necessary inspections and evaluations associated with projects;
- 11. Collection of data needed to produce as-built layouts;
- 12. Production of both digital and hard copy as-built drawings;
- 13. Attend, as needed, meetings with the Authority, CDOT, FAA, and/or Airport tenants and stakeholders throughout the project development process.

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

The selected Consultant will provide sufficient experienced personnel to perform the required design functions for the projects identified by the Authority. All field data collected must comply with the most current requirements and be provided to the Authority in a useable format. All work shall be designed in substantial conformance with the most current regulations and design criteria. The selected Consultant shall complete all work and documentation necessary for submittal to the FAA and/or TSA in order to comply with grant reimbursement procedures.

The types of projects for which the above-described services would be provided, each of which may or may not be supported with federal financial assistance, may include, but are not limited to:

- 1. Security and passenger screening checkpoint projects;
- 2. Terminal expansion/remodel projects to accommodate security and airline needs;
- 3. Baggage conveyance device replacements, upgrades, and additions. This may include the build out of a common baggage screening room;
- 4. Passenger and Service elevator modernizations;
- 5. Air Traffic Control Tower MEP replacements;
- 6. Facilities maintenance and support building;
- 7. Addition to existing ARFF/SRE facility;
- 8. Common use rental car service facility;
- 9. Fire code/system upgrades;
- 10. Roof replacements;
- 11. HVAC system upgrades/replacements;

- 12. Electrical upgrades;
- 13. Miscellaneous mechanical, electrical, and lighting work; and
- 14. Utility installation and/or relocations.
- 15. Renovating office spaces
- 16. Leasehold improvements
- 17. ADA accessible improvements

III. Contract Term

The term of the resulting contract between the Authority and successful respondent will be five (5) years. The contract may be extended only to complete projects initiated during the initial term.

IV. Insurance

Prior to commencement of performance, the Consultant shall furnish to the Authority a certificate of insurance for general liability with limits to be specified by agreement. Proof of insurability shall be demonstrated by providing copies of current insurance policy during contract negotiations with the apparent successful respondent.

V. SUBMITTAL REQUIREMENTS

Respondents shall submit electronically one (1) copy of the proposal to the Rocky Mountain e-purchasing system (BidNet®). Once submitted, all copies shall become property of the Authority.

Submittals shall be sealed and marked: "STATEMENT OF QUALIFICATIONS <u>PROFESSIONAL ON-CALL GENERAL CONTRACTOR SERVICES FOR GRAND JUNCTION REGIONAL AIRPORT AUTHORITY"</u>

Submittals shall be addressed to:

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

Sealed Statements of Qualifications will be received no later than 4:00 P.M. MDT, October 10, 2024. Any Statements of Qualifications received after this time will be considered non-responsive and returned un-opened. Faxed SOQs will not be accepted. The Authority reserves the right to reject any or all SOQs.

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

The submittal should be limited to a maximum of thirty (30) pages and must include the items set forth in the list below, in the specified sequence. Please note that the required forms, dividers, and any cover pages **do not** count towards page limit.

1. <u>Signed Signature Page</u> (RFQ Form #1) – Respondent shall complete, sign, and submit RFQ Form #1. The Signature Page must be signed by a person(s) authorized to bind the entity or

entities submitting the response. Joint ventures require signatures from all respondents participating in the joint venture. Joint ventures are required to provide legal proof of the joint venture, such as a joint venture agreement, as an attachment to their submittal.

- 2. Submittal Checklist (RFQ Form #2) Respondent shall complete and submit RFQ Form #2.
- 3. <u>General Information Form</u> (RFQ Form #3) Respondent shall complete and submit RFQ Form #3.
- 4. <u>Litigation Disclosure Form</u> (RFQ Form #4) Respondent shall complete and submit RFQ Form #4. If necessary, include additional pages for explanation.
- 5. <u>Conflict of Interest Disclosure Form</u> (RFQ Form #5) Respondent shall complete and submit RFQ Form #5. If necessary, include additional pages for explanation.
- 6. <u>Disadvantaged Business Enterprise</u> (DBE) Program (RFQ Form #6) Respondent shall complete and submit RFQ Form #6 and provide any additional information or documentation regarding respondent's DBE involvement.
- 7. Executive Summary Respondents shall provide an Executive Summary which includes an overview of the Respondent's company, highlights of the Respondent's experience, introduction of the project manager, the names of other key personnel, and a concise statement as to why the Respondent should be selected. The Executive Summary shall be limited to three (3) pages.
- 8. <u>Statement of Qualifications</u> Narrative document that addresses all evaluation criteria enumerated in Section VII, Selection Criteria.
- 9. <u>Comments on Contract</u> Respondents shall provide any general or specific comments on or exceptions to the attached contract. Do **not** "redline" or edit the document.

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

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

VI. PRESUBMITTAL QUESTIONS

Any questions or inquiries related to this solicitation must be made in writing and submitted no later than 4:00 P.M. MDT, September 26, 2024,. Questions received after the stated deadline will not be answered. It is required that all questions be submitted through BidNet®.

All questions submitted in accordance with the requirements stated above will be answered in writing and posted to BidNet® no later than 4:00 P.M. MDT, October 3, 2024.

All respondents interested in this solicitation (including Respondent's employees, representatives, agents, lobbyist, attorneys, and sub consultants) will refrain, under penalty of disqualification, from

direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process. This policy is intended to create a level playing field for all potential respondents, assure that contract decision is made in public, and to protect the integrity of the selection process.

VII. SELECTION CRITERIA

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

The Authority may designate an evaluation panel to be comprised of selected Authority staff and subject matter experts, free of conflicts of interest, to review and score each SOQ independently. The evaluation panel will be responsible for developing an ordinal ranking of respondents based on each panel member's independent review. The evaluation panel will present its ordinal rankings to the Airport Executive Director, who shall be responsible for identifying the apparent successful respondent to begin contract negotiations.

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

Respondents should address each of the evaluation criteria listed below, to be weighted equally. Submittals shall be in the same sequential format as follows:

1. Qualifications and Experience

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

2. Technical Competence

- a. Present your firm's understanding of standards and policies, special requirements, codes, and regulations pertinent to the anticipated scope of services.
- b. Demonstrate familiarity with relevant TSA and FAA regulations, policies, requirements and standards.
- c. Demonstrate familiarity with the Airport Improvement Program, including the requirements for project eligibility and ensuring compliance with the FAA's technical specifications and the terms, conditions and assurances of AIP grant agreements.

- Provide examples where the firm successfully maintained and maximized AIP eligibility, if not provided in Section 1 (Qualifications and Experience).
- d. Present your internal quality control procedures.
- e. Demonstrate your firm's commitment to safety.

3. Proposed Organization

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

4. Project Approach / Methodology

- a. Detail your firm's approach to implementing scopes of work, plans, budgets and schedules for the types of projects outlined in the anticipated Scope of Work.
- b. Demonstrate your firm's proven methods for ensuring on-time, on-budget, high-quality capital projects.
- c. Detail your firm's approach to communication and coordination with the project owner, as well as other contractors, consultants, regulators and stakeholders.
- d. Detail your firm's approach to managing both landside and airside construction projects, including interdependent projects phased over multiple years.

VIII. GRAND JUNCTION REGIONAL AIRPORT AUTHORITY RIGHTS

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

If a selection cannot be made on the basis of the proposals, the Authority reserves the right to select the most qualified respondent (s) to provide additional information and, if warranted, detailed interviews. No Respondent shall be entitled to, or otherwise be guaranteed, an interview.

The Authority is a political subdivision of the state of Colorado and, as a result, the proposal and other documents associated with this procurement may become public records subject to disclosure under the

Colorado Open Records Act (C.R.S. Title 24, Art. 72) upon submission to the Authority. Each Respondent shall be responsible for identifying any information in its submittal that it believes is subject to an exception from disclosure under state law.

IX. TITLE VI SOLICITATION NOTICE

The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

X. LABOR AND WAGES

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

XI. SIGNATURE PAGE (RFQ Form #1)

"✓ "Chec	ck box that indicates business structure of Respondent	
□ F	Individual or Proprietorship Partnership or Joint Venture Corporation	
with Cert authorize and has t	ersigned certifies that (s)he is authorized to sign this RFQ tified Copy of resolution attached) for and on behalf of ted to execute same for and on behalf of and bind said en the requisite authority to execute an Agreement on beh	he entity named below, and that (s)he is tity to the terms as required by this RFQ alf of Respondent, if awarded.
Respond	lent Organization Name:	
Ву:		
Printed N	Name:	
Title:		
If Respor	ndent is a Joint Venture, an authorized signature from a	representative of each party is required
Ву:		
Printed N	Name:	
Title:		

XII. SUBMITTAL CHECKLIST (RFQ Form #2)

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

Document	Initial
Signature Page (RFQ Form #1)	
Submittal Checklist (RFQ Form #2)	
General Information (RFQ Form #3)	
Litigation Disclosure (RFQ Form #4)	
Conflict of Interest (RFQ Form #5)	
DBE Program (RFQ Form #6)	
Executive Summary	
Statement of Qualifications	

XII. GENERAL INFORMATION (RFQ Form #3)

Provide the following information regarding the Respondent.

1. Basic Respondent Information

Respondent Name:			
(NOTE: Give exact legal name as it	t will appear on the contract	, if awarded.)	
Principal Address:			
City:	State:	Zip Code:	
Telephone No	Website add	ress:	
Year established:			
Provide the number of years in bu	usiness under present name:		
Social Security Number or Federa	l Employer Identification Nu	mber:	
Business Structure: Check the box	that indicates the business	structure of the Respo	ondent.
Individual or Sole Proprietorship_	Partnership	Corporation	Other
(If "Other" is checked, list busines	s structure):		
Printed Name of Contract Signato	ry:		
Job Title:			
Provide any other names under w of time under for each:	·		(10) years and length
Provide address of office from wh	nich this project would be ma	anaged:	
City:	State:	Zip Code: _	
Telephone No.	Website addı	ess:	
Annual Revenue: \$			
Total Number of Employees:			
Total Number of Current Clients/0	Customers:		
Briefly describe other lines of bus	iness that the company is di	rectly or indirectly affi	liated with:
List Related Companies:			
· ———			

2.	Contact Information:
List the	one person who the Authority may contact concerning your proposal or setting dates for meetings.
Name:	Title:
Teleph	one NoEmail address:
3.	Does Respondent anticipate any mergers, transfer of organization ownership, or management reorganization within the next twelve (12) months?
	YesNo
4.	Is Respondent authorized and/or licensed to do business in Colorado?
	YesNo
If "Yes'	', list authorizations/licenses:
Secreta	Prior to executing a contract, the entity must furnish the Authority with a valid certificate from the ary of the State of Colorado with authority to do business in the State of Colorado. Where is the Respondents' corporate headquarters located?
	al Address:
	State:Zip Code:
J. 1, 1	
6.	Local/County Operation: Does the Respondent have an office located in Mesa County, Colorado?
	YesNo
7.	Debarment/Suspension Information: Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?
	YesNo
public surrou	", identify the public entity and the name and current phone number of a representative of the entity familiar with the debarment or suspension, and state the reason for or circumstances nding the debarment or suspension, including but not limited to the period of time for such nent or suspension.

8.	Surety Information: Has the Respondent ever had a bond or surety canceled or forfeited?
	YesNo
If "Yes" or forfe	, state the name of the bonding company, date, amount of bond and reason for such cancellation eiture.
9.	Bankruptcy Information: Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?
	YesNo
If "Yes"	, state the date, court, jurisdiction, case number, amount of liabilities and amount of assets.
If "Yes'	Disciplinary Action: Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? YesNo ", state the name of the regulatory body or professional organization, date and reason for nary or impending disciplinary action.
11.	Previous Contracts: a. Has the Respondent ever failed to complete any contract awarded? YesNo
	', state the name of the organization contracted with, services contracted, date, contract amount ason for failing to complete the contract.

b.	Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?
	YesNo
-	the name of the individual, organization contracted with, services contracted, date, contracted of the individual, organization contracted with, services contracted, date, contracted with, services contracted with services contracted wit

XIV. LITIGATION DISCLOSURE (RFQ Form #4)

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

1.	Have you, or a member of your Company, or Team to be assigned to this engagement been terminated (for cause of otherwise) from any work being performed for the Grand Junction Regional Airport Authority, Walker Field Airport Authority, or any other Federal, State, or Local Government, Airport, or Private Entity?			
		YES		
		NO		
2.	involved in	and clai	mber of your Company, or Team to be assigned to this engagement been im or litigation with the Grand Junction Regional Airport Authority, Walker brity, or any other Federal, State, or Local Government, Airport, or Private	
		YES		
		NO		

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

XV. Conflict of Interest Disclosure Form (RFQ Form #5)

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

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

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

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

Legal N	ame of	Respondent:
Addres	s:	
Signatu	ıre:	
Name (type/pr	int):
Title:		·
Date:		
	Please	answer all questions "Yes", "No" or "N/A", and if uncertain answer "Yes."
	necess	·
		YesNoN/A
	2.	Does the Respondent or any Associate of the entity have a conflict of interest regarding any known member of the Authority procurement evaluation or selection team?
		YesNoN/A
	3.	Does the Respondent, or any Associate of the entity, have any past, present or currently planned interests that are an Actual or Potential Conflict of Interest?
		YesNoN/A
	4.	Have Subcontractors furnished COI Disclosure Forms separate from the present form? (If yes, attach Subcontractor disclosures).
		YesNoN/A

XVI. Disadvantaged Business Enterprise (DBE) Program (RFQ Form #6)

NOTE: The Respondent is encourage subcontracting opportunities und	aged to solicit available DBE contr	actors to participate in potential	
The Respondent,, as part of the procedure for the submission			
of SOQ on a project known as		, submits the following list	
	roposed subcontracting areas (use		
to be used in the performance of	work to be done on said project.		
Name of Participating	DBE Certification Number	Percent and Dollar Amount of	
Subcontractor/Supplier		Subcontract	
List all DBE subcontractors/suppli	ers solicited but not selected for	participation on project. (Note:	
Do not include participating subc	ontractors/suppliers listed above)	. If none were solicited, provide	
an explanation. Use additional sh	eets, if necessary.		
Name of	DBE Certification Number	Reason Not Selected	
Subcontractor/Supplier Solicited			
Solicited			
Only companies certified as a DBI	E by the State of Colorado, listed i	n the Colorado UCP DBE and	
ACDBE Directory can be applied t	oward the Authority Fiscal Year D	BE goal. All DBE	
subcontractors/suppliers must su	ibmit a copy of their certification	certificate through the prime	
contractor. Proof of certification	must be attached to this form.		
It is understood and agreed that,	if awarded a contract by the Auth	nority, the Respondent will not	
make additions, deletions, or sub	stitutions to this certified list with	out consent of the Disadvantage	
Business Enterprise Liaison Office	er (DBELO) (through the submittal	of the Change or Addition of	
Subcontractors/Suppliers on Fede	erally Funded Contracts).		
AFFIRMATION			
I HEREBY AFFIRM THAT THE ABOV	VE INFORMATION IS TRUE AND CO	OMPLETE TO THE BEST OF MY	
KNOWLEDGE AND BELIEF. I FURT	HER UNDERSTAND AND AGREE TH	HAT, IF AWARDED THE	
CONTRACT, THIS DOCUMENT SHA CONTRACT.	ALL BE ATTACHED THERETO AND I	BECOME A BINDING PART OF THI	
NAME AND TITLE OF AUTHORIZE	D INDIVIDUAL:		
SIGNATURE:			
DATE:			

EXHIBIT B CONSULTANT'S STATEMENT OF QUALIFICATIONS

EXHIBIT C CONSULTANT COMPENSATION

EXHIBIT D REQUIRED FEDERAL CONTRACT PROVISIONS

ARTICLE 1 ACCESS TO RECORDS AND REPORTS

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

ARTICLE 2 CIVIL RIGHTS GENERAL

In its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are identified in the Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

ARTICLE 3 CIVIL RIGHTS TITLE VI ASSURANCES

Compliance with Nondiscrimination Requirements

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

- Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all
 solicitations, either by competitive bidding or negotiation made by the Contractor for work to be
 performed under a subcontract, including procurements of materials, or leases of equipment, each
 potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations
 under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or

- national origin.
- Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the nondiscrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - o Cancelling, terminating, or suspending a contract, in whole or in part.
- Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

ARTICLE 4

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or

- activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

ARTICLE 5 CLEAN AIR AND WATER POLLUTION CONTROL

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

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

ARTICLE 6 DEBARMENT AND SUSPENSION

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

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

- Checking the System for Award Management at Website: http://www.sam.gov.
- Collecting a certification statement similar to the Certification of Offeror/Bidder Regarding Debarment, above.
- Inserting a clause or condition in the covered transaction with the lower tier contract.

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

participant.

ARTICLE 7 DISADVANTAGED BUSINESS ENTERPRISE

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

- Withholding monthly progress payments;
- Assessing sanctions;
- Liquidated damages; and/or
- Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR §26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the Board. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Board. This clause applies to both DBE and non-DBE subcontractors.

ARTICLE 8 DISTRACTED DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

ARTICLE 9

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

ARTICLE 10 FEDERAL FAIR LABOR STANDARDS ACT

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

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

ARTICLE 11 TRADE RESTRICTION CERTIFICATION

By submission of an Offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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

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

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

- who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- who incorporates in the public works project any product of a foreign country on such USTR list.

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this

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

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

ARTICLE 12 CERTIFICATION REGARDING LOBBYING

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

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

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

ARTICLE 13 OCCUPATION SAFETY AND HEALTH ACT

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

Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

ARTICLE 14 TAX DELINQUENCY AND FELONY CONVICTION

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

Certifications

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

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

Term Definitions

- Felony conviction: Felony conviction means a conviction within the preceding twenty- four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.
- Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

ARTICLE 15 VETERAN'S PREFERENCE

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

ARTICLE 16 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Scope of Work for expansion	Gensler to perform the co	nceptual design of the terminal
PURPOSE:	Information \square	Guidance 🗆	Decision ⊠
RECOMMENDATION:	Approve Gensler Work Authorization No. 007 in the amount of \$436,654 to perform conceptual design for the terminal expansion and authorize the executive director to sign.		
SUMMARY:	This scope of work represents the design services to be performed by Gensler for the		

- Basic Services: Gensler will utilize the Airport Development Plan in the development of the Concept Design that addresses the anticipated terminal growth over a 20-year planning period. The design will consider critical aircraft and parking positions; airport maintenance, snow removal equipment and storage; passenger terminal program; passenger boarding bridges; and terminal curbside.
- Research and Discovery Phase: Gensler and sub-consultants will review record documentation, perform a preliminary evaluation of all building systems to assess their remaining useful life, perform a building code assessment, and develop a BIM model of sufficient detail for conceptual design.
- Concept Design Phase: Gensler will develop a preferred concept design alternative based on the development of up to three conceptual models inclusive of conceptual floor plans, exterior concept sketches, interior concept sketches and phasing diagrams. The conceptual model will be informed by the forecasted enplanements, planning activity levels and terminal program developed in the ADP.
- Deliverables: Gensler will deliver a Concept Design Package (11x17 format) including architectural site plans; conceptual floor plans; exterior & interior conceptual sketches; conceptual massing model; conceptual finish palette; up to 3 renderings of preferred concept design; program summary; system narratives; and opinion of probable cost.
- Phase 0 Reconciliation: Gensler and the Client will establish the desired Scope of Services for Phase 0 including schematic design through construction administration.

This project will be paid for locally. GJRA will seek FAA reimbursement for eligible portions of the project with an FAA BIL grant. Federal participation is anticipated to be 90% with a 10% local match from the Authority for eligible portions.

	The scope of work was reviewed by Garver as the program manager and the FAA. Additionally, the fee was reviewed by Garver and was sent to Alliance to complete an independent fee estimate (IFE). Based on the IFE and negotiations, the fee is deemed reasonable.
REVIEWED BY:	Executive Director and CIP Manager
FISCAL IMPACT:	Total Cost - \$436,654
ATTACHMENTS:	Gensler Work Authorization No. 007
STAFF CONTACT:	Angela Padalecki
	apadalecki@gjairport.com
	Office: 970-248-8588



WORK AUTHORIZATION FOR ADDITIONAL SERVICES NUMBER 007

Project: Grand Junction Regional Airport On-Call - Terminal Expansion Concept			Date: 08/21/2024			
Project Location: 2828 W	alker Field Drive, Grand Junction, Colora	do 81506	Project Number: 0	03.8017.007		
Client: Grand Junction Re	File: 1WA This F	Page 1 of 6				
Services to be performed	pursuant to the Original or Master Ag	reement, date				
AE Professional Services Agreement GJRAA_Gensler Final_Executed, dated February 22, 2023						
	Master Agreement referenced above C s attached or available upon request.	Gensler's current Standard	d Terms and Condi	tions ("STC") shall		
Other References						
Services not included (thi						
Professional Photorealistic	Renderings					
Fee and Basis	☐ Lump Sum of \$ 436,654☐ Hourly☐ Hourly, not to exceed\$ without prior authorization	☐ Plus Reimbursable Exp☐ Plus Consultants whic (10% mark-up) ☐ Other:		• •		
Date Services to Begin	☐ (specify date) ☐ Immediately after Work Authorization	on approval				
Services projected to be completed no later than the following, if indicated	✓ March 2025 (specify date)✓ Working days after Work Aut	horization approval				
Services requested by:	Grand Junction Regional Airport Autho	rity	Date of Request:	04/04/2024		
Gensler Authorization by:	Jon Gambrill, Managing Principal		Date Signed:	08/21/2024		
	Jon Gambini, Managing Pinicipal					
Client Authorization by:			Date Signed:			

Authorization is confirmed for Gensler to perform the following services:



A. PROJECT

- **A.1 Project Description.** Following the approved visioning scope under a separate work authorization (WA004), this new scope is a progression to a terminal expansion concept to be executed in three (3) phases as follows:
- 1. Research & Discovery phase,
- 2. Concept Design phase
- 3. Phase 0 Definition / Reconciliation.

These phases will integrate the existing 20-year forecast terminal expansion program, as defined by the Airport Development Plan (ADP) for Grand Junction Regional Airport FINAL Narrative Report dated August 2023, by InterVISTAS.

Refer to Exhibit A for a partial extraction of the 20-year forecast, Planning Activity Levels (PALs), and program requirements, for initial assumptions.

Gensler will lead the full scope as specified in this Scope of Services. The project design team will be comprised of the Consultant (Gensler), its sub-consultants, Airport Leadership, and other consultants working for the Airport. All scope elements will be accomplished in accordance with current Federal regulations, policy guidance and Advisory Circulars, as required.

- **A.2 Project Budget.** Current project budget has not been determined/provided by the Client. Client, Gensler and Gensler's Consultants will review Client's budget goals for the Project (the "Project Budget") at the commencement of design. The Project Budget will include appropriate amounts for design and construction contingencies, consistent with the nature of the Project, and will be informed by the scope of work identified in this agreement.
- **A.3 Project Schedule.** The Project Schedule ("Schedule") is set forth below. The parties will monitor the Project for conformance with the Schedule. If Client directs Gensler to provide Additional Services requiring additional time or the Project is not proceeding in accordance with the Schedule due to factors beyond Gensler's reasonable control, Gensler and Client will adjust the Schedule as appropriate, consistent with Section B.3, Optional/Additional Services. The Schedule will consist of the following projected timeframes:

a.	Commencement of Basic Services *after notice to proceed	Week 1
b.	Research and Discovery	Week 1 - 3
c.	Concept Design Alternatives	Week 4 - 7
d.	Concept Design Preferred Alternative	Week 8 - 12
e.	Cost Estimate of Preferred Alternative	Week 13 – 15
f.	Phase 0 Definition / Reconciliation	Week 16 - 17

A.4 Sustainability Goals. The Client has not yet determined a sustainable certification objective for the Project. If Client identifies a Sustainable Certification Objective, Client and Gensler may complete and incorporate an exhibit into this Agreement to define the terms, conditions, and services related to Client's Sustainable Certification Objective. As certification for various sustainable objectives is granted by independent agencies and relies on submissions by other team members and selections and decisions by Client, Gensler cannot guarantee or assure that the project will achieve a particular Sustainable Certification Objective.

B. SCOPE OF SERVICES PROVIDED BY GENSLER

Client and Gensler will each provide the names of their key Project team members, including the primary contact person and the person authorized to make decisions. Meetings and Site Visits may be conducted by telephonic, videoconference, or other remote means.

B.1 Gensler's Basic Services. Informed by the Airport Development Plan for Grand Junction Regional Airport FINAL Narrative Report dated August 2023 (ADP), the Scope of Services include the development of a Concept Design that addresses the proposed terminal growth identified in the ADP over a 20-year planning period. It is anticipated that the implementation of a design to accommodate the projected growth will need to occur in a phased manner to align with funding opportunities. The Concept Design will therefore be further informed by phasing requirements. For this Project, the existing terminal area and project extents are defined as on-airport property that includes the terminal building, the terminal aircraft parking apron, along with airport maintenance facilities (including the Snow Removal Equipment (SRE), Storage, and other Airport Maintenance space).



The basis for the Concept Design efforts will be the program established by Chapter 4 of the ADP (forecasted enplanements for the 20-year planning period identify a program target between Planning Activity Level (PAL) 2 and 3) and includes the following:

- a. Critical Aircraft & Aircraft parking positions
- b. Airport Maintenance, Snow Removal Equipment, and Storage
- c. Passenger Terminal Program
 - I. Check-in Lobby
 - II. Outbound baggage
 - III. Security screening lanes
 - IV. Holdrooms
 - V. Baggage Claim
 - VI. Concessions & restrooms
 - VII. Building system improvements
 - VIII. Interior finish and building envelope improvements
- d. Passenger boarding bridges
- e. Terminal Curbside

See Exhibit A for more detailed outline on the program requirements from the ADP.

Gensler proposes to engage the following sub-consultants to provide services for the following building systems or components:

- a. Civil Engineering: Garver
- b. Structural Engineering: Martin/Martin Consulting Engineers
- c. Mechanical / Plumbing: ME Engineers
- d. Electrical: PK Electric
- e. Low-Voltage Design: PK Electric
- f. Baggage Handling Consulting: BNP Associates, Inc.
- g. Cost Estimating: Rider Levett Bucknall (RLB)

Client will engage separate consultants to provide the following design services, if required for the Project: geotechnical, hazardous materials testing or abatement, survey, and digital building scan. Gensler will provide backgrounds of Gensler's drawings to Client's consultants, showing the locations of architectural design elements that influence the layout of engineering and other systems.

Gensler's fee for Basic Services is based upon (among other things) the information in Section A, including the Project Budget and Schedule, and the Scope of Services in Section B. Changes in Project Budget, Schedule, or Scope my result in Additional Services, consistent with Section B.3.

- **B.1.1** Research and Discovery Phase. Gensler will review record documentation, provided by the Client, of the existing built conditions. Gensler, and sub-consultants, will visit the site to verify reasonably observable conditions. This includes a preliminary evaluation of all building systems in order to assess their remaining useful life. Gensler will prepare a code assessment and work with the sub-consultants to complete building system summaries for mechanical, electrical, and life safety systems. Additionally, this scope of services includes the development of an electronic BIM model (Revit) of sufficient detail needed to complete the Concept Design phase.
 - a. Deliverables: Summary document, in 11x17 format, summarizing the site observations and building system assessments
 - b. Meetings:
 - One (1) on-site observation and verification, with consultants in attendance.
 - Up to two (2) meetings including Intervistas for ADP review/clarifications.*
 - *Intervistas' role is assumed to be advisory to ADP interpretations only.
- **B.1.2** Concept Design Phase. Using the forecasted enplanements, planning activity levels, and terminal program established in the ADP as a baseline, Gensler will develop design diagrams and massing models associated with up to three (3) options that depict the basic design concept for the Project, including conceptual floor plans, exterior concept sketches, interior concept sketches, and phasing diagrams. From these alternatives, the team will select a single Preferred Concept Design Alternative, based on its ability to meet the short term and long-term needs in an appropriately phased manner. The Preferred Concept Design Alternative will be further developed and coordinated with sub-consultants. The final Preferred Concept Design, and system narratives, will be provided to Gensler's sub-consultant to create a conceptual Opinion of Probable Cost, for the first (Phase 0) scope.
 - a. Deliverables: Concept Design package, in 11x17 format, including:
 - I. Architectural Site Plan
 - II. Conceptual Floor Plans



- III. Exterior / Interior Concept Sketches
- IV. Conceptual Massing Model
- V. Conceptual Character / Finish Palette (Exterior & Interior)
- VI. Up to (3) Renderings (of proposed concept design)
- VII. Program Summary
- VIII. System Narratives: structural, mechanical, plumbing, electrical, site utilities, low-voltage, and baggage handling
 - IX. Conceptual Opinion of Probable Cost, for Phase 0 only
- b. Meetings: up to (3) on-site meetings, as required, and (1) virtual meeting to review the Opinion of Probable Cost and up to (4) additional virtual review meetings, as needed during the concept design phase. Our fee includes integration of InterVistas comments, as required, permitting that they are within our established approval timeframes.
 - Note 1: Gensler fee includes participation in up to (3) board meetings, for this scope as required.
 - Note 2: Schematic Design, Design Development, Construction Documents, and Construction Administration are excluded from this scope of work.
- **B.1.3** Phase 0 Reconciliation. After reviewing the Preferred Concept design and Opinion of Probable Cost, Gensler and the Client will establish the desired Scope of Services for Phase 0.
 - a. Deliverables:
 - I. Annotated Concept Design package with mark-ups and notes identifying the scope of work to be included in Phase 0.
 - II. Proposal for Phase 0 scope, including Schematic Design through Construction Administration
 - b. Meetings: up to (2) virtual meetings, as needed.
- **B.1.4 Data Collection.** Client understands that Gensler may gather statistical data, analytics, trends and other aggregated or otherwise de-identified data derived from Gensler's services to Client ("Aggregate Data"), and that Aggregate Data will be stored and processed by Gensler for general research purposes. Aggregate Data, as well as any resulting research, know-how, processes, algorithms or other methodology related to the Aggregate Data, shall remain Gensler's property and will be considered Confidential Information under the Standard Terms and Conditions attached to this Agreement.
- **B.1.5** Existing Site Conditions. Gensler will review record documentation provided by Client of the existing site conditions, including existing building documentation. Gensler will visit the Project site to verify reasonably observable conditions. Gensler recommends that Client engage the services of a surveyor and geotechnical engineer (if current and appropriate reports do not exist) to document the existing conditions before Gensler can proceed with further design services. (included in Basis Services) Client acknowledges that demolition can reveal pre-existing, hidden conditions, which may require Additional Services and/or modifications to the Program, Project Budget, and/or Project Schedule.
- **B.2 CAD Format and Standards.** Gensler and its consultants will use Revit and CAD Standards.
- **B.3** Optional/Additional Services. Gensler will provide services beyond the Basic Services described in Section B.1 ("Additional Services") if requested by Client and confirmed in writing by Gensler. Additional Services include, but are not limited to:
 - a. Services required due to accelerated deadlines, delays, untimely Client information, approvals, or instructions, out-of-sequence phasing, Project pauses or remobilization, or other schedule changes due to reasons beyond Gensler's reasonable control;
 - b. Services required due to changes in: (i) the Program; (ii) previously provided Client information, approvals, or instructions; or (iii) federal, state, or local laws, or regulations (or their interpretation by the authority having jurisdiction);
 - c. Value engineering services required due to (i) absence of Project Budget at the commencement of Services; (ii) Project Budget changes after the Programming phase; (iii) new value engineering instructions after commencement of the Construction Documents phase; or (iv) inaccurate cost estimates;
 - d. Models or professional renderings;
 - e. Client-requested revisions that are inconsistent with prior approvals or instructions;
 - f. Increase in duration of services;
 - g. Additional site visits beyond the visits included in Basic Services;
 - h. Demobilization and remobilization of Project team due to Project suspension or delay for reasons beyond Gensler's
 - i. Design services associated with LEED or other certification;



C. SCOPE OF SERVICES PROVIDED BY CLIENT

- **C.1 Services Provided By Client or Others.** The following services may be required on the Project and shall be provided by Client, Client's consultants, or others:
 - a. Consulting services, including civil, geotechnical, hazardous materials testing or abatement, survey, technology design, commissioning & digital building scan
 - b. Geotechnical investigations
 - c. Topographical and boundary surveys
 - d. Environmental Assessment
 - e. Design-build or Design Assist services
- **C.2 Information Provided By Client or Others.** The following information may be required on the Project and shall be provided by Client, Client's consultants, or others:
 - a. Legal description of the property; the name/address of the property owner; and the name/address of any construction lender(s).
 - b. Existing or Base Building information, including drawings, specifications, and other documents that describe the existing utility services, site conditions, build out and base building construction, and any systems with which the Project is to be coordinated.
 - c. Structural, mechanical, chemical, air, and water pollution and hazardous materials tests, and other laboratory and environmental tests, inspections, and reports required by law or by authorities having jurisdiction over the Project, or reasonably requested by Gensler.

D. COMPENSATION

Compensation to Gensler for Basic Services, Additional Services, and Reimbursable Expenses will be as described below. When Gensler's compensation is based on hourly rates, the rates will be those set forth in Gensler's Standard Hourly Billing Rates.

- **D.1 Basic Services.** Compensation for Basic Services will be the lump sum fee, in the amount of **four hundred thirty six thousand, six hundred fifty-four dollars (\$436,654).** Note that the lump sum fee does not include Reimbursable Expenses, see D.3. See Exhibit B for further breakdown of fee, by phase and subconsultant.
- **D.2** Additional Services. Compensation for Additional Services (if not agreed upon as a lump sum amount) will be based on Gensler's Standard Hourly Billing Rates.
- **D.3 Reimbursable Expenses.** Reimbursable Expenses are in addition to the lump sum fee for Basic Services and Additional Services and include expenses incurred by Gensler and Gensler's consultants in the interest of the Project, including, but not limited to the following:
 - a) Reproduction, shipping, handling, and delivery.
 - b) Mileage, tolls, cab fares, and parking.
 - c) Renderings, models, mock-ups, and photography.
 - d) Sales taxes and other transactional taxes, and fees paid for securing approval of authorities having jurisdiction over the Project.
 - e) Authorized out of-town travel, including travel time and reasonable living expenses.
 - f) Additional insurance coverage or limits requested by Client in excess of that normally provided by Gensler and Gensler's consultants.

Compensation for Reimbursable Expenses incurred by Gensler in connection with the Project will be based on amounts invoiced to Gensler, plus ten percent (10%). Reimbursable expenses are not anticipated to exceed the amount **of twelve thousand dollars** (\$12,000).

D.4 Consultants. If Client has directed Gensler to engage consultants in Section B.1, compensation for such consultants will be based on amounts invoiced to Gensler, plus ten percent (10%), to compensate Gensler for costs commonly incurred relating to consultant liability, management of consultant services, and administration of consultant contracts.



D.5 Progress Payments. Progress payments will be made monthly. Where Gensler's fee is based on a lump sum, progress payments for Basic Services will be based on the percentage of services provided during the previous month.

E. AGREEMENT AND ACCEPTANCE

- **E.1** Agreement. This Agreement is comprised of and incorporates the following documents, in order of precedence:
 - a) AE Professional Services Agreement GJRAA_Gensler Final_Executed (February 22, 2023)
 - b) This Work Authorization (dated August 19, 2024)
 - c) Exhibit A forecasted enplanements, planning activity levels, and program requirements from ADP
 - d) Exhibit B summary of fees
 - e) Standard Terms and Conditions (dated February 2021)

Where a portion of one document is amended by another of higher precedence, all unmodified portions will remain in effect. The terms and conditions of this Work Authorization, the STC, and Prime Agreement are integral parts of this Agreement and are fully incorporated herein by this reference. No conflicting or supplemental pre-printed provisions on Client forms (including, without limitation, terms on purchase orders) will be binding on the parties.

E.2 Effective Date. The effective date of this Agreement is the date of Client Authorization and Signature.

Table 3-10. GJT Historical and Projected Enplaned Passengers

	Historical			Forecast	
		Year-over-			Year-over-
Year	Enplanements	year increase	Year	Enplanements	year increase
2010	218,519	%	2022	267,400	3.1%
2011	222,096	1.6%	2023	275,500	3.1%
2012	219,643	(1.1%)	2024	283,700	3.0%
2013	217,684	(0.9%)	2025	291,800	2.9%
2014	219,252	0.7%	2026	300,000	2.8%
2015	218,948	(0.1%)	2027	308,000	2.7%
2016	232,672	6.3%	2028	316,000	2.6%
2017	240,132	3.2%	2029	324,000	2.5%
2018	239,063	(0.4%)	2030	332,000	2.5%
2019	268,029	12.1%	2031	340,000	2.4%
2020	145,841	(45.6%)	2032	348,000	2.4%
2021	259,193	77.7%	2033	356,000	2.3%
			2034	364,000	2.2%
			2035	372,000	2.2%
			2036	380,000	2.2%
			2037	388,000	2.1%
			2038	396,000	2.1%
			2039	404,000	2.0%
			2040	412,000	2.0%
			2041	420,000	1.9%
Compound an	nual growth rates				<u> </u>
	2010 – 2021			1.6%	No.
	2021 – 2026			3.0%	· ·
	2026 – 2031			2.5%	
	2031 – 2036			2.2%	
	2036 – 2041			2.0%	
	2021 – 2041			2.4%	

Sources: Historical: GJRAA records, April 2022. Forecast: InterVISTAS, May 2022.

Table 4-1. Planning activity levels

Activity			Planning Activity Level				
	PAL 0	PAL 1	PAL 2	PAL 3	PAL 4		
Aircraft operations	58,500	60,800	66,000	67,000	68,000		
Enplaned passengers	275,000	300,000	400,000	500,000	600,000		
Based aircraft	141	143	160	165	170		

Source: InterVISTAS Analysis, 2021

20 year forecast enplanements puts the growth target between PAL 2 and PAL 3

Table 4-13. Check-in lobby requirements

	Supply	275k 2019	300k PAL 1	350k	400k PAL 2	450k	500k PAL 3	550k	600k PAL 4
Kiosks	4	3	4	4	5	5	6	6	7
Counters	24	12	12	14	15	16	18	21	22
Counters (5 min wait)	24	13	13	15	17	19	21	23	24
Source: Analysis by Int	orV/STAS Doco	mhor 2021							

It is anticipated that flexibility for new entrants can be provided in the existing check-in lobby, especially since the counter requirement assumes exclusive use. Additionally, any future shifts toward more technologically dependent solutions across all airlines will work to reduce demand in the check-in lobby.

Table 4-14. Outbound baggage screening and makeup requirements

							T.		
	Supply	275k 2019	300k PAL 1	350k	400k PAL 2	450k	500k PAL 3	550k	600k PAL 4
Peak hour bags (<i>a</i>)	n/a	132	144	168	192	216	240	264	288
EDS Units	2	2	2	2	2	2	2	2	3
EDS Units – 60% checked bags	2	2	2	2	2	2	2	3	3
Makeup length (ft)	n/a	55	60	70	80	90	100	110	120
Makeup area (sf)	3,040	1,800	1,800	2,400	2,400	3,000	3,000	3,000	3,600

(a) traditional mini inline system threshold is 1,600 daily bags or 400 peak hour bags

Source: Analysis by InterVISTAS, December 2021

It is recommended to plan the outbound baggage area to accommodate a third EDS, 120 linear feet of makeup length, and circulation for six baggage carts.

Table 4-15. Security screening checkpoint requirements

	Supply	275k 2019	300k PAL 1	350k	400k PAL 2	450k	500k PAL 3	550k	600k PAL 4
Lanes – blended	2	2	2	2	2	2	2	3	3
Lanes – blended (80% throughput)	2	2	2	2	2	2	3	3	3
Lanes – separate	2	2	2	2	3	3	3	3	3
Source: Analysis by InterV	ISTAS, Decei	mber 2021							

If the current method of processing passengers is used throughout the planning period, then a third security screening lane is required at 550,000 enplanements. At a 20 percent lower throughput rate, the need for a third lane is accelerated to PAL 3, or about 500,000 enplanements. If a dedicated PreCheck lane is introduced, then the third lane is required in PAL 2, or at around 400,000 enplanements.

It is recommended to plan and protect for three security screening lanes by the end of the planning period as well as provide 1,000 square feet of queue.

Table 4-16. Holdroom requirements

Supply	275k 2019	300k PAL 1	350k	400k PAL 2	450k	500k PAL 3	550k	600k PAL 4
6,100	4,980	4,980	6,640	6,640	8,300	8,300	8,300	9,960
6,100	8,070	8,070	10,760	10,760	13,450	13,450	13,450	16,140
	6,100	6,100 4,980	2019 PAL 1 6,100 4,980 4,980	2019 PAL 1 6,100 4,980 4,980 6,640	2019 PAL 1 PAL 2 6,100 4,980 4,980 6,640 6,640	2019 PAL 1 PAL 2 6,100 4,980 4,980 6,640 6,640 8,300	2019 PAL 1 PAL 2 PAL 3 6,100 4,980 4,980 6,640 6,640 8,300 8,300	2019 PAL 1 PAL 2 PAL 3 6,100 4,980 4,980 6,640 6,640 8,300 8,300 8,300

Source: Analysis by InterVISTAS, December 2021

It is recommended to provide 2,500 square feet of additional holdroom by PAL 2 to account for growth in both large regional jets and ULCC narrowbody aircraft. An additional 2,500 square feet is required to bridge the gap between PAL 2 and PAL 3.

Table 4-17. Baggage claim requirements

		,							
	Supply	275k 2019	300k PAL 1	350k	400k PAL 2	450k	500k PAL 3	550k	600k PAL 4
Frontage (If)	160	145	160	190	215	245	270	295	325
Frontage (60% checked) (lf)	160	175	195	230	260	290	325	360	390
Source: Analysis by InterVISTAS, December 2021									

It is recommended that additional claim frontage be added between PAL 1 and PAL 2, either by lengthening the existing devices or adding a new claim device. The decision whether to add a new claim device before PAL 2 or PAL 3 is dependent on peak period arrivals and operational considerations. If there is a desire to separate peak period arriving flights onto different claim devices, providing a third device sooner may be more advantageous. The baggage offload rate per flight is likely quicker, which allows for multiple flights to occupy a single claim device, given the aircraft fleet mix at the airport.

Check-In lobby meets counter needs, renovation or slight reconfiguration to accommodate additional kiosks anticipated

Reorganization of entire ATO & outbound baggage system anticipated; could be accommodated inside existing footprint or may need some expansion area

Planning for a 3rd SSCP lane and adequate queuing space.

Planning for additional holdroom space, between 2,200 SF and 7,300 SF pending the aircraft sizes.

Additional claim frontage is needed (between 85' - 130' additional linear feet); evaluate between lengthening existing devices or adding a new claim device

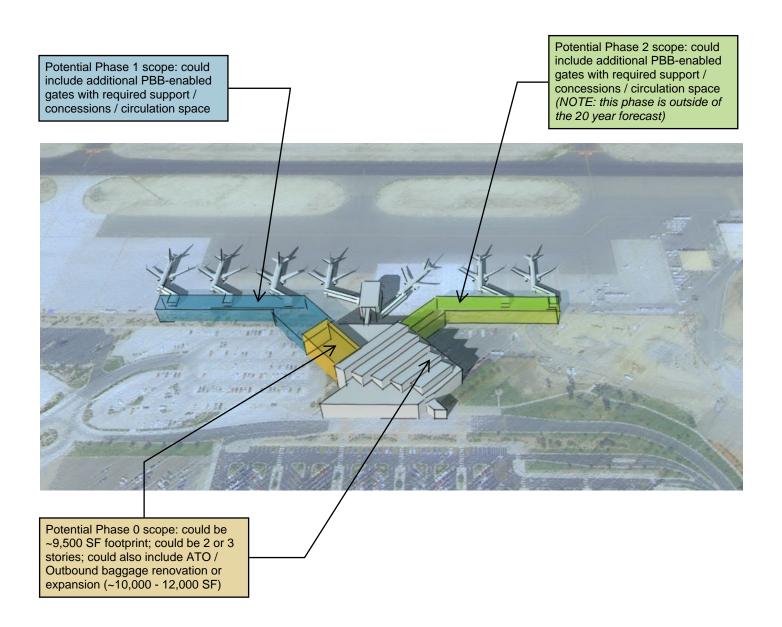


Table 4-18. Aircraft parking position requirements

	Supply	275k 2019	300k PAL 1	350k	400k PAL 2	450k	500k PAL 3	550k	600k PAL 4
Positions – Peak Hour Departures	3	3	3	4	4	5	5	5	6
Positions – RON	7	5	5	5	5	6	6	6	7
Source: Analysis by Inter	//STAS Dece	mber 2021					,		

Plan for 2 additional bridge-enabled gates and 1 additional RON parking position

It is recommended to plan for one additional bridge-enabled gate by PAL 1 and another by PAL 2 to ensure that there are five bridge-enabled gates by PAL 2. To account for diversions and provide additional flexibility, additional remote/RON parking positions should be provided by PAL 3.



5.5.4 Airport Maintenance, ARFF, Snow Removal Equipment and Storage

The SRE/ARFF building and a single hangar along Taxilane C1A house ARFF vehicles, snow removal equipment, and maintenance storage. The SRE/ARFF building is currently in good condition and the hangar could potentially be leased out if the Authority had alternative storage options for maintenance items. After consulting with Authority staff, it was determined that additional space was necessary to improve the capabilities of the existing SRE/ARFF building and relocate maintenance items currently housed in the hangar on Taxiline C1A.

The following planning parameters were established to develop each concept.

- Ensure the site can accommodate an ultimate expansion of 80 foot- by 80-foot building.
- Accommodate approximately 10-15 parked vehicles at one time.
- Provide for expansion prior to Runway 11-29 relocation.
- Provide the ability for the site to be secured.

term

development

Six initial concepts were identified and developed as shown in Figure 5-32. Each concept underwent an evaluation process based on a predetermined set of criteria, which included its ability to be developed before the shift of Runway 11-29, potential for future expansion, connection to existing landside infrastructure, visibility to the public, operational performance, and cost-effectiveness of development.

Reconfirm program needs and validate preferred alternative solution

Figure 5-32. Airport maintenance alternative concepts



Concept performs well Concept performs fair Concept performs poorly Source: InterVISTAS Analysis, 2022

Working in collaboration with Authority staff, it was determined that Concept 6 was the preferred option. As shown in Figure 5-33, Concept 6 proposes to take an existing facility the Authority currently owns and relocate it near the existing ARFF/SRE building. The restructured facility is approximately 55 feet by 165 feet, meeting the future facility requirements. Additionally, the location of the proposed facility off Eagle Drive places airport maintenance staff in close proximity to the terminal building. Finally, by repurposing an existing facility there are perceived cost savings versus constructing a new facility with new materials.

Grand Junction Regional Airport Concept Design Architectural/Engineering ServicesAIP No. TBD

Design Fee Schedule **EXHIBIT B**

	Architecture / Interiors	Civil / Site Utilities	Structural	Mechanical / Plumbing	Electrical / LV / Fire Alarm	Baggage Handling	Cost Estimating	Total by Phase
1. RESEARCH & DISCOVERY PHASE	\$ 40,075.00	\$ 13,156.00	\$ 4,820.00	\$ 6,300.00	\$ 12,525.00	\$ 11,640.00	\$ -	\$ 88,516.00
2. CONCEPT DESIGN PHASE	\$ 203,800.00	\$ 34,665.00	\$ 24,295.00	\$ 11,340.00	\$ 8,400.00	\$ 22,150.00	\$ 20,049.00	\$ 324,699.00
3. PHASE 0 PROJECT DEFINITION	\$ 12,750.00	\$ 3,364.00	\$ 2,965.00	\$ 1,260.00	\$ 3,100.00	\$ -	\$ -	\$ 23,439.00
SUBTOTAL REIMBURSABLE EXPENSES	\$ 256,625.00 \$ 6,085.00	\$ 51,185.00 \$ 2,015.00	\$ 32,080.00 \$ 1,000.00	\$ 1,000.00	\$ 600.00	\$ 33,790.00 \$ 1,100.00	\$ 20,049.00 \$ 200.00	\$ 436,654.00 \$ 12,000.00
TOTAL (MAX)	\$ 262,710.00	\$ 53,200.00	\$ 33,080.00	\$ 19,900.00	\$ 24,625.00	\$ 34,890.00	\$ 20,249.00	\$ 448,654.00

Gensler

STANDARD TERMS AND CONDITIONS OF THE AGREEMENT BETWEEN CLIENT AND GENSLER ("STC")

Article 1 - Definitions and General Provisions

- 1.1 Parties. The terms "Client" and "Gensler" include each party's authorized representatives.
- 1.2 Days or Time. Time periods refer to calendar days, unless otherwise stated.
- 1.3 Services. "Services" means the professional services to be performed by Gensler, one or more of its affiliated entities and its consultants.
- 1.4. Project. "Project" means the project for which Client has retained Gensler.
- 1.5. Work. "Work" means the construction of the Project elements designed or specified by Gensler.
- 1.6 Contractor. "Contractor" means the contractor engaged by Client to perform the Work.
- 1.7 Project Budget. The "Project Budget" is the Client's budget for the Work. It is anticipated that the Client will include usual and customary allowances for design and construction contingencies in addition to the cost of the Work. Gensler cannot and does not warrant or represent that bids or negotiated prices will not vary from the Project Budget or from any cost estimate reviewed by Gensler.

Article 2 - Gensler's Services

- 2.1 Standard of Care. Gensler will perform the Services with the reasonable skill and care ordinarily provided by professionals practicing in the same discipline and locality under similar circumstances ("Standard of Care"). Gensler will perform the Services as expeditiously as is consistent with the Standard of Care and the orderly progress of the Project. Gensler will not be responsible for any delays due to factors beyond its reasonable control.
- 2.2 Limitation of Construction Responsibilities. Gensler will not have control over, or charge of, and will not be responsible for, construction means, methods, schedules, delays, or safety precautions and programs in connection with the Work, or Contractor's negligence or failure to perform the Work in accordance with the Construction Documents or any portion of the agreement between Client and Contractor.

Article 3 - Client's Responsibilities

3.1 Information. Client will provide full information regarding the requirements for the Project.

3.2 Client's Services and Information. Gensler will be entitled to rely upon the accuracy and completeness of the services, information, surveys, and reports provided by Client, Contractor, or any of their subcontractors or consultants. Gensler's coordination of the Services with the services of Client's consultants will be limited to that necessary for consistency of the Documents (as defined in section 4.1 below) with those of such consultants.

Article 4 – Use of Gensler's Documents and Data

- 4.1 The drawings, specifications, surveys, reports, and other documents (collectively "Documents") and any computer tapes, disks, models, CAD files, research, analytics, processes, algorithms or other data, in any medium (collectively "Digital Media") prepared by Gensler are instruments of service and/or otherwise protected by U.S. copyrights laws, and will remain Gensler's property. Gensler grants Client a nonexclusive license to use the Documents and Digital Media, delivered or intended as deliverables, solely and exclusively in connection with Client's use and occupancy of the Project, provided that Client substantially performs its contract obligations, including prompt payment of all sums when due.
- 4.2 Client agrees to indemnify and hold Gensler harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs, and expenses (including reasonable legal fees and costs of defense), accruing or resulting to any persons, firms, or other legal entities, on account of any damages or losses to property or persons, including death or economic loss, arising out of the unlicensed use, or the transfer or modification of, the Documents and/or Digital Media.

Article 5 – Claims and Disputes

- 5.1 Mediation. The parties agree to mediate any dispute or claim, under the Construction Industry Mediation Procedures of the American Arbitration Association, prior to undertaking arbitration per Section 5.2. The cost of the mediation service will be borne equally by the parties.
- 5.2 Arbitration. In the event the parties are not able to resolve a dispute by mediation, the parties agree to submit the matter to confidential arbitration, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association in force at the time the claim is submitted to arbitration. The arbitration will be held in or near the city of Gensler's office providing the Services. The award rendered by the arbitrator(s) will be

final, and judgment on the award may be entered in any court having jurisdiction.

- 5.3 Mutual Indemnification. Gensler agrees to indemnify Client from and against those damages that Client incurs, as a result of a third-party claim concerning the death or bodily injury to any person or the destruction or damage to any property, to the proportionate extent caused by the negligent act, error, or omission of Gensler or anyone for whom Gensler is legally liable. Client agrees to indemnify Gensler from and against those damages that Gensler incurs, as a result of a third-party claim concerning the death or bodily injury to any person or the destruction or damage to any property, to the proportionate extent caused by the negligent act, error, or omission of Client or anyone for whom Client is legally liable.
- 5.4 Limitation of Liability. Except for the indemnification obligations under Section 5.3, Client agrees that Gensler's total liability arising out of or related to the Project or this Agreement will not exceed the total compensation received by Gensler pursuant to this Agreement.
- 5.5 Mutual Waiver of Consequential Damages. Gensler and the Client hereby waive special, exemplary or consequential damages for claims or disputes arising out of or relating to this Agreement. The parties agree that this mutual waiver includes, but is not limited to, waiver of damages incurred by either party for loss of income, lost profit, financing costs, loss of business, or damage to reputation.
- 5.6 Governing Law. This Agreement will be governed by the law of the jurisdiction where the Project is located.

Article 6 – Termination and Suspension

- 6.1 Termination or Suspension by Either Party. This Agreement may be terminated or suspended by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with this Agreement, through no fault of the party initiating the termination or suspension, and such nonperformance is not remedied within the notice period.
- 6.2 Termination or Suspension by Gensler. Client's failure to make payments to Gensler in accordance with this Agreement, or the Client's violation of its obligations under section 8.6 of this Agreement, will constitute substantial nonperformance and cause for termination or, at Gensler's option, cause for suspension of performance of Services under this Agreement, and Gensler shall not be responsible for any claims or damages arising out of or related thereto.
- 6.3 Termination for Convenience. Client may terminate this Agreement for its convenience upon not less than seven days written notice to Gensler.

6.4 Compensation upon Termination. In the event of termination, Gensler will be compensated for Services performed prior to termination, together with reimbursable expenses then due.

Article 7 – Payments to Gensler

- 7.1 Progress Payments. Gensler will submit monthly invoices for Services performed and expenses incurred during the previous month, exclusive of any non-US withholding or value-added taxes. Payment will be due in US Dollars and payable upon receipt of Gensler's invoices. Client will notify Gensler of any disputes or questions regarding an invoice within 15 days of Client's receipt of the invoice in question. Client may withhold payment of any portion of an invoice only to the proportionate extent the invoice is compensation for any Services Gensler has provided in breach of this Agreement. Amounts unpaid 30 days after the issue date of Gensler's invoice will be assessed a service charge of 1.5% per month.
- 7.2 Hourly Rates. Where Services are to be compensated on an hourly basis, compensation will be based on the hourly rates set forth in Gensler's and Gensler's consultants' standard rate schedules.
- 7.3 Project Changes. Gensler's fee for Basic Services is based upon (among other things) the budget, schedule, and the scope of services. Gensler's compensation will be equitably adjusted if the Project's scope, schedule, or budget, or Client information, approvals, or instructions, are changed due to factors beyond Gensler's reasonable control. If portions of the Project do not proceed, compensation for those portions will be payable to the extent Services are performed on those portions.
- 7.4 Sales Tax. Gensler's compensation is exclusive of any applicable sales tax. If Gensler is required by applicable law to charge Client sales tax, the sales tax will be itemized on each invoice and will be due and payable to Gensler by Client upon receipt, unless the Client provides valid sales tax exemption documentation to Gensler issued by the relevant tax authority.

Article 8 - Miscellaneous Provisions

- 8.1 Assignment and Third Parties. Neither party will assign this Agreement, any right arising out of it, or the performance of obligations hereunder, without the written consent of the other. Nothing contained in this Agreement will create a contractual relationship with, or a cause of action in favor of, any third party.
- 8.2 Credits. Gensler may create and use representations of the Project's design (including photographs, videos, or other media) in Gensler's business and marketing activities, such as in marketing materials and competitive

2 Gensler STC February 2021 submissions. Unless otherwise directed by Gensler, Client will provide professional credit for Gensler in Client's promotional materials (except for materials used to solicit funding) for the Project.

- 8.3 Latent Conditions. In the event the Project includes any remodeling, alteration, or rehabilitation work, Client acknowledges that certain design and technical decisions will be made on assumptions based on available documents and visual observations of existing conditions.
- 8.4 Area Analysis. Unless this Section 8.4 is explicitly superseded by further agreed terms and conditions in the Letter of Agreement or applicable Work Authorization, area measurements and calculations provided by Gensler ("Measurements") are for use in designing and constructing the Project only. Measurements will not be used for any other purpose, including negotiating or determining rent, asset values, or legal obligations. Client will indemnify Gensler from third-party liabilities arising from unauthorized use of Measurements. Upon Client's request, and subject to further agreed terms and conditions, Gensler will provide Measurements suitable for purposes other than designing and constructing the Project as an Additional Service.
- 8.5 Hazardous Materials. Client acknowledges that Gensler has no expertise in, and is not being retained for the purposes of, investigating, detecting, abating, replacing, remediating, or removing any items, products, or materials containing hazardous substances.
- Client and Gensler acknowledge their responsibilities and commitment to abide by their respective ethical guidelines, to require that their employees, agents, consultants or contractors conduct themselves professionally and respectfully, and to comply with both domestic and international anti-slavery and anticorruption laws, including but not limited to the United States Foreign Corrupt Practices Act, the United Kingdom Bribery Act and the Modern Slavery Act, and any amendments and related regulations. Either party may terminate this Agreement at any stage of the Project, if it reasonably believes that the other party has failed to comply with the provisions of this section, including any non-compliance prior to the effective date of this Agreement. A party exercising its right to terminate under this provision will not be liable for any claims or damages arising out of or related to the termination.
- 8.7 Confidentiality and Data Privacy. The terms and conditions of this Agreement, non-public information designated by either party as confidential, and proprietary information that is not known to the public respecting the business of either party will be considered "Confidential Information." Neither party will reveal Confidential Information to third parties, except to the extent necessary for the purpose of this Agreement or as required by

law. Client will not provide Gensler information that is defined as personal information ("Personal Data") under applicable data privacy or protection laws ("Data Protection Laws") without written authorization from Gensler's legal counsel. Upon such authorization, Client will (a) enter into a data processing agreement with Gensler (if applicable), (b) notify and instruct Gensler with respect to the handling of such Personal Data consistent with Data Protection Laws, and (c) comply with such laws in connection with the collection, storage, and processing of Personal Data.

8.8 Entire Agreement, Waiver, and Severability. This Agreement is the entire, integrated agreement between Client and Gensler. This Agreement supersedes all prior related negotiations, representations, or agreements and Client and Gensler are not relying on any such matter. No failure to act by either Party hereto will be deemed to constitute a waiver of such Party's rights or remedies hereunder. If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

- End of Document -

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Resolution No. 2024-07: Air Service Incentive Program						
PURPOSE:	Information □	Guidance ⊠	Decision □				
RECOMMENDATION:		At the December 10, 2024 Board Meeting, consider adopting Resolution No. 2024-07: Air Service Incentive Program					
SUMMARY:	for passenger service du	ring a promotional pe	provide limited incentives riod. These incentives and charges and marketing				
	The Board adopted an air service incentive program several years ago and has revised the program sporadically. The Board amended the program most recently after the release of new FAA policy in December 2023.						
	Earl at CMT, and legal of air service incentive prothat offers the maximum	counsel to comprehens gram. The objective is a incentives available a constraints of the Air	rvice consultant, Harrison sively review and update the s to implement a program under federal law and FAA port and the complementary Regional Air Service				
	summarized on the char	The specific changes from the current policy to the new policy are summarized on the chart that follows.					
DEVIEWED DV	Staff recommends appro	-	esolution 2024-06.				
REVIEWED BY:	Executive Director and	Legal Counsel					
FISCAL IMPACT:	None						
ATTACHMENTS:	Resolution No. 2024-07	: Air Service Incentive	e Program				
STAFF CONTACT:	Angela Padalecki, Execution Email: apadalecki@gjairg Office: 970-244-9100						

	GJRAA Air Service Incentive Program	Resolution 2024-07, Air Service Incentive Program
Structure	Stand-alone policy approved by Board	Resolution adopted by Board (consistent with other Board policies)
Eligibility – Target Destinations	Listed 20 major metropolitan areas, plus multiple cities in Colorado	No target markets; incentive available for any unserved destination
Incentive Categories	4 Categories: new service to targeted destination (year-round daily, year-round less than daily, and seasonal); new service to an unserved non-target destination; expanded service; and new entrant	4 Categories: new year-round service, new seasonal service, significant increase in seat capacity, and new entrant bonus
Operational Incentive	Landing fee and joint use space rent waiver, based on level of service	Landing fee and joint use space rent waiver, based on level of service (but generally more generous and uniform)
Marketing Support	\$50,000 for new year-round daily service; \$25,000 for less-thandaily year-round and seasonal service Air carrier may forego operational incentive for increased marketing incentive	\$25,000 for year-round and seasonal service No ability to forego operational incentive for increased marketing incentive
Increased Capacity	Any expanded service to an existing destination; 100% landing fee waiver for 12 months	Increased seat capacity by more than 25%; waiver of landing fees attributed to increased seat capacity for 12 months
New Entrant Bonus	100% waiver of preferential use space rent for 12 months; 50% waiver of preferential use space rent for second year if providing new service	100% waiver of all terminal rent for 12 months; 50% waiver of terminal rent for second year if providing new service
Seasonal Service	At least 8 consecutive weeks	Less than 7 months and at least 8 consecutive weeks; limited to 3 seasons
General Terms and Conditions	Definitions and requirements for eligibility	Definitions and requirements for eligibility

RESOLUTION NO. 2024-07 RESOLUTION OF THE BOARD OF COMMISSIONERS AIR SERVICE INCENTIVE PROGRAM

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

WHEREAS, the Colorado Public Airport Authority Act, (C.R.S. § 41-3-106(1)(h)), authorizes GJRAA to "exercise such powers as may be required or consistent with the promotion of aeronautics and the furtherance of commerce and navigation by air"; and

WHEREAS, the Board supports the growth of air service at GJT because increased passenger activity results in increased revenues and because additional air service and enhanced competition serves the interests of the broader community; and

WHEREAS, federal law (49 U.S.C. § 47107(a)(1)) and GJRAA's contractual commitments to the federal government require that GJRAA "make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities"; and

WHEREAS, the Federal Aviation Administration ("FAA") recognizes the right of airport sponsors to support new and expanded air service through marketing and operational incentives during a promotional period, subject to compliance with specific requirements set forth in FAA policy; and

WHEREAS, the FAA "expects airport sponsors to provide effective notification of the availability and implementation of [air carrier incentive programs] to both incumbent and potential new entrant carriers (e.g., posting on an airport sponsor's public website; notification to industry trade groups)."

NOW, THEREFORE, by this Resolution, the Board hereby resolves and directs as follows:

- 1. The Board adopts the attached Air Service Incentive Program, effective January 1, 2025.
- 2. The following delegations shall apply to the implementation and administration of the Air Service Incentive Program:
 - a. The Airport Executive Director is delegated with the responsibility to implement and administer the Air Service Incentive Program.
 - b. The Airport Executive Director's authority to negotiate and execute air service incentive agreements shall be in accordance with the most current version of the Board's Delegation of Authority Resolution.
 - c. The Airport Executive Director shall provide reports to the Board no less than quarterly on the incentives granted since the last report and the total incentives then outstanding.

- d. The Airport Executive Director shall coordinate with and provide technical assistance to the Grand Junction Regional Air Service Alliance.
- 3. This resolution and attached Air Service Incentive Program shall be implemented and administered consistent with FAA policy, as reflected in FAA Policy Regarding Air Carrier Incentive Program, 88 Fed. Reg. 85,344 (Dec. 7, 2023); FAA Order 5190.6B, Airport Compliance Manual (Change 3, Sept. 15, 2003); and FAA Policy and Procedures Concerning the Use of Airport Revenue, 64 Fed. Reg. 7,696 (Feb. 16, 1999).
- 4. This resolution supersedes any prior air service incentive program for GJT approved by the Board; provided, however, that nothing herein shall be construed to affect the terms and conditions of any marketing incentive agreement or operational incentive agreement presently in effect between the GJRAA and an air carrier.
- 5. This resolution shall continue in effect unless and until repealed or amended by the Board. Notwithstanding the foregoing, the Board intends that the terms of the Air Service Incentive Program shall be reviewed and updated by the Board on an annual basis.

PASSED AND ADOPTED this 10th day of December, 2024.

Board Members Voting AYE	Board Members Voting NAY

GRAND JUNCTION REGIONAL AIRPORT AUTHORITY

ATTEST:	Chairman
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Clerk

Grand Junction Regional Airport

<u>Air Service Incentive Program</u>

Incentive Categories

The following table identifies the categories of available incentives, basic eligibility requirements, and the associated operational and marketing incentives. This table is to be implemented and interpreted according to the terms and conditions that follow.

Category	Eligibility	Operational Incentive	Marketing Incentive
I – New Year- Round Service	Any passenger air carrier establishing new year-round nonstop service to an unserved destination	100% landing fee waiver for 24 months 100% waiver of joint use space rent for 24 months	\$25,000 (to be used within 24 months)
II – New Seasonal Service	Any passenger air carrier establishing seasonal nonstop service to an unserved destination	100% landing fee waiver for Seasons #1 and #2; 50% landing fee waiver for Season #3 100% waiver of joint use space rent for Seasons #1 and #2; 50% waiver of joint use space rent for Season #3	\$25,000 (to be used by the end of Season #3)
III – Significant Increase in Seat Capacity	Any passenger air carrier increasing seat capacity on a specific route by 25% or more through increased frequency or upgauging	Waiver of landing fees attributed to the increased seat capacity for 12 months	No Marketing Incentive

Category	Eligibility	Operational Incentive	Marketing Incentive
IV – New Entrant Bonus	Any new entrant passenger air carrier	100% waiver of all terminal rent for first	
Diffunt Donas	establishing year-	12 months	
	round or seasonal nonstop service	50% waiver of all terminal rent for second 12 months, if establishing new year- round nonstop service to an unserved destination	

Definitions and General Requirements

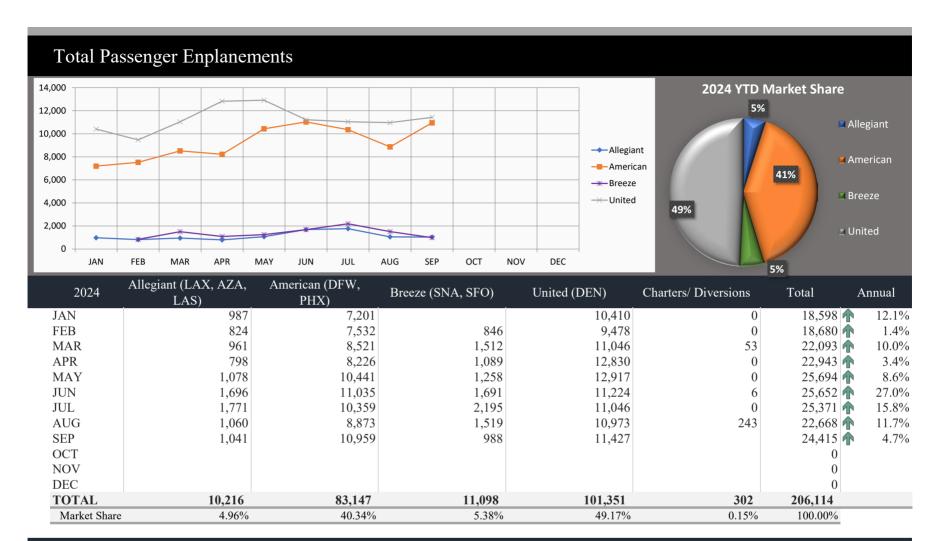
- For metropolitan areas with multiple airports, each airport will be considered as a separate destination. For example, Washington Dulles International Airport could be considered an unserved destination notwithstanding existing service to Washington Reagan National Airport.
- 2. To be considered new service to an unserved destination (year-round or seasonal), no other carrier must offer scheduled service to the airport as of the date that the air carrier seeking the incentive plans to initiate service.
- 3. To qualify under Category I or Category II, service must be offered no less than two days per week.
- 4. Seasonal service is nonstop service offered for less than seven months of the calendar year but at least 8 consecutive weeks. There may be more than one season per calendar year (e.g., winter and summer); however, there may be no less than one season per calendar year.
- 5. Year-round service is nonstop service offered for more than seven months of the calendar year.
- 6. A new entrant is an air carrier that has not offered commercial passenger service to or from GJT within the preceding 12 months prior to the date that the air carrier plans to initiate service.
- 7. The new entrant bonus may be combined with Category I and Category II incentives.
- 8. In light of budget constraints, Category I and Category II incentives only will be available to the first air carrier requesting an incentive to initiate service to the unserved destination.
- 9. The waiver of landing fees only applies to the landing fees associated with the incentivized flights.

- 10. The waiver of joint use space rent only applies to the rent due in connection with the incentivized flights, calculated on the basis of passengers on the incentivized flights.
- 11. An air carrier will not be eligible for Category III (significant increase in seat capacity) if the carrier already is receiving an incentive for the flight under Category I or Category II.
- 12. To qualify under Category III, the air carrier must request the incentive prior to initiating the increase in service. The incentive will not be made available retroactively.

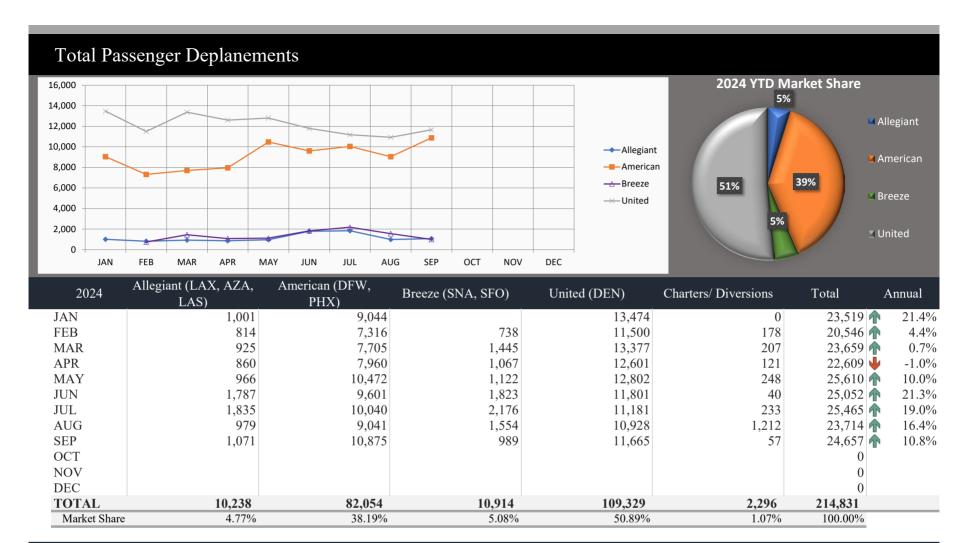
Other Terms and Conditions

- 13. Participation in this program requires an incentive agreement between the Grand Junction Regional Airport Authority and an air carrier, using the Airport Authority's standard form agreement.
- 14. An air carrier may qualify for an incentive whether the air carrier operates as a signatory or non-signatory at GJT, provided that the air carrier otherwise satisfies the eligibility and qualification requirements of this incentive program.
- 15. To qualify for incentives, a carrier must be current on payment of rates and charges.
- 16. Air carriers must operate service throughout duration of the promotional period at the level specified to receive the incentive.
- 17. Air carriers must use the passenger terminal at GJT in order to qualify for incentives.
- 18. An air carrier may qualify for an incentive regardless of the type of economic and safety certificates it has sought and received from the U.S. Department of Transportation and FAA, including authorities granted under 14 C.F.R. Parts 119, 121 and Part 135, provided that the air carrier otherwise satisfies the eligibility and qualification requirements of this incentive program.
- 19. An air carrier may only qualify for an incentive for a particular route one time.
- 20. Incentives may not be transferred from one carrier to another. Incentives cannot be transferred between routes.

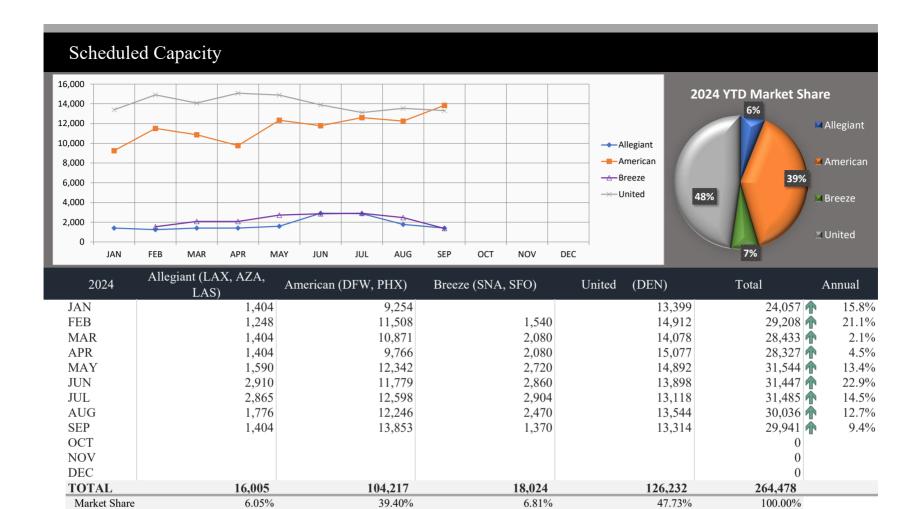
GRAND JUNCTION REGIONAL AIRPORT September 2024 DATA & STATISTICS



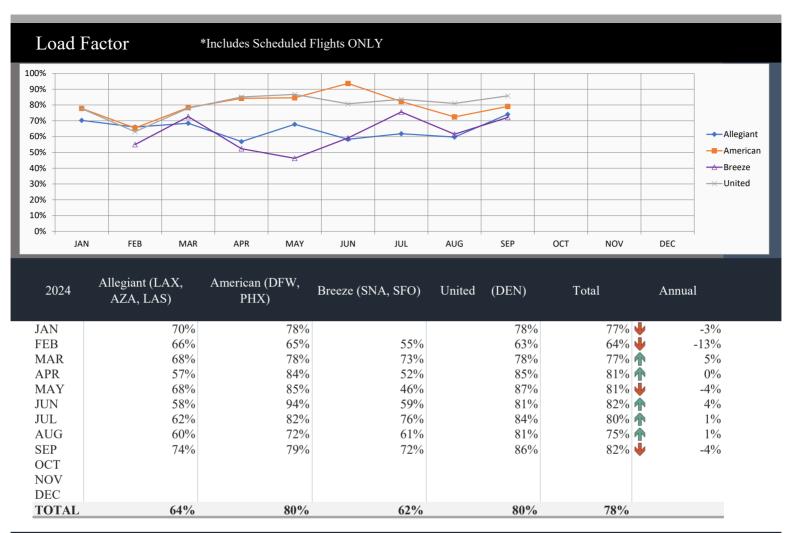
2023	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, SFO)	United (DEN)	Charters/ Diversions	Total
JAN	932	8,545	0	7,110	0	16,587
FEB	1,507	9,479	0	7,326	108	18,420
MAR	2,512	8,687	0	8,886	0	20,085
APR	1,790	10,063	0	10,339	0	22,192
MAY	1,587	10,848	0	11,221	0	23,656
JUN	1,663	9,246	0	9,285	0	20,194
JUL	2,571	10,062	0	9,280	0	21,913
AUG	1,303	9,171	0	9,826	0	20,300
SEP	893	10,032	0	12,388	0	23,313
OCT	1,074	11,220	0	11,501	0	23,795
NOV	980	8,490	0	11,535	0	21,005
DEC	1,041	7,932	0	10,877	0	19,850
TOTAL	17,853	113,775	- '	119,574	108	251,310
Market Share	7.10%	45.27%	0.00%	47.58%	0.04%	100.00%



2023	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, SFO)	United (DEN)	Charters/ Diversions	Total
JAN	900	8,617	0	9,727	131	19,375
FEB	1,529	9,723	0	8,164	265	19,681
MAR	2,259	10,202	0	10,820	202	23,483
APR	1,827	10,498	0	10,453	54	22,832
MAY	1,683	10,837	0	10,761	0	23,281
JUN	1,683	9,194	0	9,776	2	20,655
JUL	2,792	9,595	0	9,006	0	21,393
AUG	1,345	9,124	0	9,897	0	20,366
SEP	796	9,615	0	11,834	0	22,245
OCT	1,050	10,451	0	11,176	0	22,677
NOV	960	8,262	0	11,333	0	20,555
DEC	992	8,386	0	11,724	0	21,102
TOTAL	17,816	114,504	-	124,671	654	257,645
Market Share	6.91%	44.44%	0.00%	48.39%	0.25%	100.00%



2023	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, SFO)	United (DEN)	Total
JAN	1,446	11,096	0	8,230	20,772
FEB	2,112	13,749	0	8,262	24,123
MAR	3,102	13,908	0	10,846	27,856
APR	2,826	13,300	0	10,980	27,106
MAY	2,334	13,057	0	12,418	27,809
JUN	3,078	11,091	0	11,424	25,593
JUL	3,546	12,727	0	11,214	27,487
AUG	1,794	13,628	0	11,218	26,640
SEP	1,278	11,972	0	14,112	27,362
OCT	1,404	12,212	0	12,106	25,722
NOV	1,269	10,053	0	12,716	24,038
DEC	1,448	9,912	0	12,990	24,350
TOTAL	25,637	146,705	- '	136,516	308,858
Market Share	8.30%	47.50%	0.00%	44.20%	100.00%



2023	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, SFO)	United (DEN)	Total
JAN	64%	77%	0%	869	/o 80%
FEB	71%	69%	0%	899	6 76%
MAR	81%	62%	0%	829	6 72%
APR	63%	76%	0%	919	₆ 81%
MAY	68%	83%	0%	909	6 85%
JUN	54%	83%	0%	779	6 77%
JUL	73%	79%	0%	819	6 79%
AUG	73%	67%	0%	839	⁷⁴ / ₆
SEP	70%	84%	0%	889	6 85%
OCT	76%	92%	0%	949	6 92%
NOV	77%	84%	0%	919	6 87%
DEC	72%	80%	0%	849	% 82%
TOTAL	70%	78%	0%	86%	81%

2024 Enplaned and Deplaned Airfreight - Lbs

2024 YTD

Enplaned Freight 3,146,636
Deplaned Freight 5,013,076 21.04%

2023 YTD

Enplaned Freight 2,599,625 Deplaned Freight 4,403,618

2024 Market Share

90%



Key Lime

American

∡ Breeze

■ United

Enplaned	FedEx	Key Lime	American	Breeze	United	Total	YTD Total	Annual
JAN	284,027	14,391	12	-	97	298,527	298,527	8.0%
FEB	304,293	11,959	-	-	29	316,281	614,808	33.5%
MAR	312,469	16,211	-	-	989	329,669	944,477	1.5%
APR	281,463	16,218	-	-	167	297,848	1,242,325	8.3%
MAY	358,924	11,261	-	-	103	370,288	1,612,613	41.2%
JUN	359,404	12,986	13	-	15	372,418	1,985,031	29.1%
JUL	374,027	14,381	95	-	58	388,561	2,373,592	45.2%
AUG	401,207	12,791	-	-	44	414,042	2,787,634	13.0%
SEP	342,599	16,332			71	359,002	3,146,636	19.2%
OCT						_		
NOV						-		
DEC						-		
TOTAL	3,018,413	126,530	120	-	1,573	3,146,636	3,146,636	
Market Share	95.93%	4.02%	0.00%	0.00%	0.05%	100.00%		

Deplaned	FedEx	Key Lime	American	Breeze	United	Total	YTD Total	Month over Month
JAN	375,391	65,372	380	-	2,181	443,324	443,324	-1.1%
FEB	438,433	65,277	567	-	615	504,892	948,216	17.3%
MAR	459,530	69,041	-	-	573	529,144	1,477,360	2.1%
APR	376,375	72,606	701	-	-	449,682	1,927,042	8.5%
MAY	517,230	75,952	_	-	-	593,182	2,520,224	34.4%
JUN	540,216	68,273	791	-	-	609,280	3,129,504	14.4%
JUL	578,093	81,629	159	-	-	659,881	3,789,385	28.6%
AUG	595,377	80,760	568	-	-	676,705	4,466,090	12.7%
SEP	480,308	66,660	18			546,986	5,013,076	8.4%
OCT						-	-	
NOV						-		
DEC						-		
TOTAL	4,360,953	645,570	3,184		3,369	5,013,076	5,013,076	
Market Share	86.99%	12.88%	0.06%	0.00%	0.07%	100.00%		

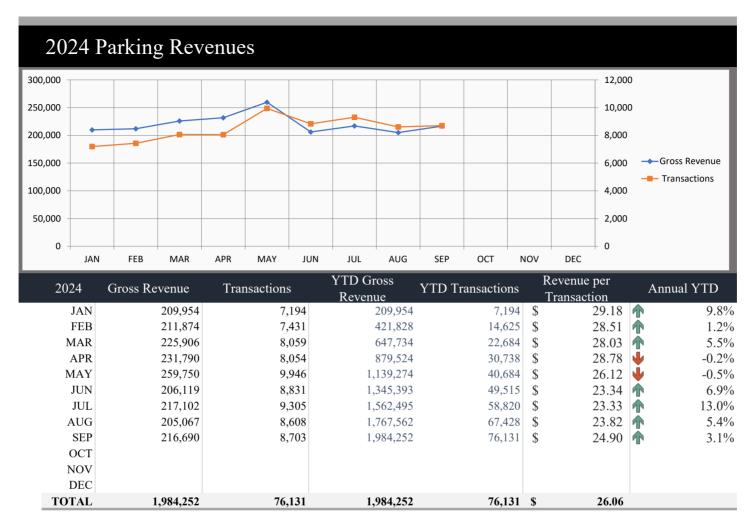
2024 Aircraft Operations

			Itineran	t			Local		
2024	Air Carrier	Air Taxi	General Aviation	Military	TOTAL ITINERANT	Local Civilian	Local Military	TOTAL LOCAL	TOTAL
JAN	629	456	1,839	98	3,022	2,080	36	2,116	5,138
FEB	666	413	1,848	182	3,109	2,010	50	2,060	5,169
MAR	711	471	1,762	107	3,051	2,002	82	2,084	5,135
APR	554	405	2,090	98	3,147	1,776	76	1,852	4,999
MAY	651	431	2,055	134	3,271	1,628	90	1,718	4,989
JUN	691	418	2,223	157	3,489	1,287	38	1,325	4,814
JUL	602	470	2,681	138	3,891	1,724	88	1,812	5,703
AUG	654	506	2,623	89	3,872	1,494	64	1,558	5,430
SEP	579	533	2,579	102	3,793	1,872	34	1,906	5,699
OCT					0			0	0
NOV					0			0	0
DEC					0			0	0
TOTAL	5,737	4,103	19,700	1,105	30,645	15,873	558	16,431	47,076
Historical	2019	2020	2021	2022	2023	2024	2023-2024		
Data							Inc/Dec		
JAN	3,425	3,713	4,904	4,477	4,054	5,138			
FEB	3,473	4,378	4,195	4,672	3,457	,	49.52%		
MAR	4,119	3,241	4,710	4,636	4,390	- ,	16.97%		
APR	3,378	2,436	4,238	4,357	4,538	,	10.16%		
MAY	4,075	3,826	4,514	5,235	4,440	· /	12.36%		
JUN	4,293	4,588	5,000	4,785	4,473	,	7.62%		
JUL	4,348	4,784	5,014	4,039	5,356	,	6.48%		
AUG	4,256	5,436	4,858	4,983	5,250	-)	3.43%		
SEP	3,941	4,777	5,355	4,890	6,450	5,699	↓ -11.64%		
OCT	4,004	5,216	5,095	5,171	5,690	-			
NOV	3,811	4,612	4,841	3,974	5,078	-			
DEC	4,216	4,532	4,269	3,746	6,135	-			
TOTAL	47,339	51,539	56,993	54,965	59,311	47,076			

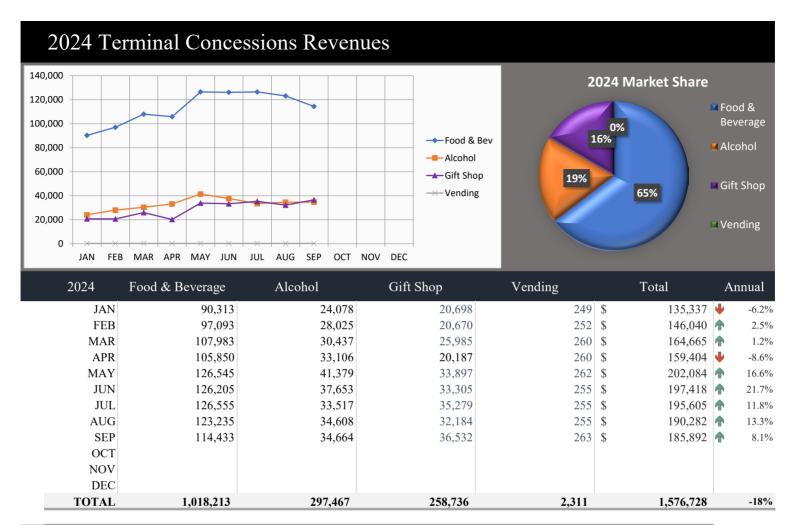
2024 Rental Car Revenues 2024 Market Share 450,000 400,000 ■ Avis 350,000 300,000 **→**Avis **■** Budget 19% 21% -----Budget 250,000 **→** Enterprise 200,000 ■ Enterprise 12% \longrightarrow Hertz 150,000 28% --- National/ Alamo 100,000 20% Hertz 50,000 0 ■ National/ FEB APR JUL SEP NOV DEC JAN MAR MAY JUN AUG OCT

2024	Avis	Budget	Enterprise	Hertz	National/ Alamo	Total	YTD Total	Annual YTD
JAN	173,845	75,404	118,776	223,211	127,791	719,026	719,026	2.3%
FEB	158,922	84,182	111,296	225,026	133,750	713,176	1,432,202	1 0.5%
MAR	246,456	128,358	173,034	253,618	210,412	1,011,878	2,444,080	4 .0%
APR	223,351	113,327	200,361	291,896	197,600	1,026,535	3,470,615	1 2.7%
MAY	208,090	140,147	246,349	320,048	234,511	1,149,146	4,619,761	1 2.8%
JUN	226,669	130,964	335,824	400,989	210,385	1,304,832	5,924,593	↑ 5.2%
JUL	223,250	125,007	221,392	324,028	263,735	1,157,413	7,082,006	1.2%
AUG	234,414	158,079	213,082	308,297	247,299	1,161,171	8,243,177	1.9%
SEP	308,538	180,322	256,930	322,555	249,648	1,317,994	9,561,171	1 3.4%
OCT						0		
NOV						0		
DEC						0		
TOTAL	2,003,535	1,135,791	1,877,044	2,669,669	1,875,132	9,561,171	9,561,171	
Market Share	20.95%	11.88%	19.63%	27.92%	19.61%	100.00%		

2023	Avis	Budget	Enterprise	Hertz	National/ Alamo	Total	YTD Total
JAN	181,827	65,487	123,652	188,798	143,046	702,810	702,810
FEB	190,145	75,821	107,590	206,867	142,539	722,962	1,425,772
MAR	254,342	104,412	134,608	247,316	183,427	924,105	2,349,877
APR	274,156	134,658	196,094	217,265	208,603	1,030,775	3,380,652
MAY	214,029	146,630	233,204	272,627	246,679	1,113,171	4,493,823
JUN	220,371	155,734	214,896	351,403	195,591	1,137,994	5,631,817
JUL	216,754	165,221	204,004	369,830	207,560	1,163,369	6,795,186
AUG	240,821	157,859	184,695	345,047	209,632	1,138,054	7,933,240
SEP	294,294	149,806	284,758	336,892	244,914	1,310,664	9,243,904
OCT	265,920	170,534	271,416	344,468	277,885	1,330,223	10,574,127
NOV	152,239	72,211	174,950	233,775	153,820	786,995	11,361,122
DEC	117,840	63,949	134,389	194,173	119,753	630,104	11,991,226
TOTAL	2,622,738	1,462,322	2,264,256	3,308,461	2,333,449	11,991,226	
Market Share	21.87%	12.19%	18.88%	27.59%	19.46%	100.00%	



2023	Gross Revenue	Transactions	YTD Gross Revenue	YTD Transactions	evenue per Transaction
JAN	182,662	6,875	182,662	6,875	\$ 26.57
FEB	201,062	7,137	383,724	14,012	\$ 28.17
MAR	214,738	8,079	598,462	22,091	\$ 26.58
APR	243,795	8,458	842,257	30,549	\$ 28.82
MAY	250,617	9,550	1,092,874	40,099	\$ 26.24
JUN	183,350	8,396	1,276,224	48,495	\$ 21.84
JUL	178,577	8,650	1,454,801	57,145	\$ 20.64
AUG	178,228	7,882	1,633,029	65,027	\$ 22.61
SEP	199,599	8,268	1,832,628	73,295	\$ 24.14
OCT	239,876	10,128	2,072,504	83,423	\$ 23.68
NOV	227,874	7,983	2,300,378	91,406	\$ 28.54
DEC	217,878	8,356	2,518,256	99,762	\$ 26.07
TOTAL	2,518,256	99,762	2,518,256	99,762	\$ 25.24



2023	Food & Beverage	Alcohol	Gift Shop	Vending	Total
JAN	94,581	27,001	22,149	542	\$ 144,273
FEB	93,333	27,432	21,176	525	\$ 142,465
MAR	102,174	35,647	24,536	433	\$ 162,790
APR	111,201	35,582	27,274	344	\$ 174,402
MAY	106,032	36,213	30,735	316	\$ 173,296
JUN	105,070	28,173	28,665	271	\$ 162,180
JUL	111,353	31,433	31,937	237	\$ 174,960
AUG	104,513	31,181	32,036	279	\$ 168,008
SEP	102,355	34,840	34,470	260	\$ 171,925
OCT	105,895	37,553	32,609	233	\$ 176,290
NOV	87,515	31,440	25,939	236	\$ 145,131
DEC	79,536	27,439	24,070	292	\$ 131,337
TOTAL	1,203,560	383,933	335,597	3,968	1,927,057
Market Share	62%	20%	17%	0%	100%

Grand Junction Regional Airport Authority Statements of Changes in Net Position

Unaudited - subject to change

As of Date:

09/30/2024

				Month							
		09/30/2024	09	/30/2024	09	/30/2023		Budget '	Variance	 Prior Year	Variance
	-	Budget		Actual		PY Actual	Bud	dget \$ Var	Budget % Var	 PY \$ Var	PY % Var
	Operating revenue										
	Aeronautical revenue										
	Passenger airline revenue										
1	Passenger airline landing fees	\$ 69,000	\$	70,374	\$	59,332	\$	1,374	2.0%	\$ 11,042	18.6%
2	Terminal rent	134,417		130,378		116,967		(4,039)	-3.0%	13,411	11.5%
3	Other (boarding bridge)	4,907		3,998		5,472		(909)	-18.5%	(1,474)	-26.9%
	Total Passenger airline revenue	208,324		204,750		181,771		(3,574)	-1.7%	22,979	12.6%
	Non-passenger airline revenue										
4	Non-passenger landing fees	10,700		21,053		18,581		10,353	96.8%	2,472	13.3%
5	Cargo and hangar rentals	5,350		5,455		5,283		105	2.0%	172	3.3%
6	Fuel tax	35,809		27,800		33,954		(8,009)	-22.4%	(6,154)	-18.1%
7	Fuel Flowage Fees and Sales	53,989		34,985		53,395		(19,004)	-35.2%	(18,410)	-34.5%
8	Other (ramp parking, rapid refuel)	1,887		1,627		2,190		(260)	-13.8%	(563)	-25.7%
	Total Non-passenger airline revenue	107,735		90,920		113,403		(16,815)	-15.6%	(22,483)	-19.8%
	Total Aeronautical revenue	316,059		295,670		295,174		(20,389)	-6.5%	 496	0.2%
	Non-aeronautical revenue										
9	Land and building leases	57,417		58,976		51,944		1,559	2.7%	7,032	13.5%
10	Terminal - restaurant & retail	23,000		19,256		17,656		(3,744)	-16.3%	1,600	9.1%
11	Terminal - other	15,333		15,450		15,406		117	0.8%	44	0.3%
12	Rental cars	167,724		175,069		164,649		7,345	4.4%	10,420	6.3%
13	Parking	182,752		191,756		176,365		9,004	4.9%	15,391	8.7%
14	Ground Transportation	8,464		13,162		12,120		4,698	55.5%	1,042	8.6%
15	Other (advertising, security fee, vending, etc	30,762		12,765		5,061		(17,997)	-58.5%	 7,704	152.2%
	Total Non-aeronautical revenue	485,452		486,434		443,201		982	0.2%	43,233	9.8%
	Total Operating revenues	801,511		782,104		738,375		(19,407)	-2.4%	43,729	5.9%

Variance Explanations - September 2024 Revenue Compared to Budget - Preliminary Financial Statements

Seat Capacity
Passenger Landed Weight
Enplanements
Load Factor

Sep-24	Sep-24	Sep-23	Budget Var	iance	PY Varian	ice
Budget	Actual	Actual				
29,655	29,941	27,362	286	1%	2,579	9%
28,003,624	29,474,149	26,719,570	1,470,525	5%	2,754,579	10%
24,133	24,415	23,313	282	1%	1,102	5%
81%	82%	85%		0%		-4%

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 budget-to-actual variance of more than 5% and where the revenue account makes up at least 5% of the monthly budgeted operating revenue for September (\$40K), plus any other with impactful variances.

Operating Revenues: Operating revenues were 2% (\$19K) below budget in September 2024

- 4 Non-passenger landing fees Non-passenger landing fees were \$10K above budget driven by more FedEx flights and BLM activity due to fire season.
- 6 <u>Fuel tax revenue</u> Fuel tax revenues are remitted back to the airport by CDOT, which can cause variability on a month-to-month basis. The variance was primarily due to lower-than-budgeted fuel prices.
- 7 <u>Fuel flowage fees and fuel sales</u> Fuel flowage fees are collected from non-commercial fueling at the airport and therefore are driven by GA operations. Fuel flowage fees and sales were below budget in September by 35% (\$19K) driven by a decrease in military activity.
- 13 Parking Parking revenues were ahead of budget by \$9K (5%) driven by more enplanements.

Grand Junction Regional Airport Authority Statements of Changes in Net Position

Unaudited - subject to change

			Ye	ear to Date							
		09/30/2024	09	/30/2024	0	9/30/2023		Budget V	/ariance	Prior Year V	ariance
		Budget		Actual		PY Actual	В	udget \$ Var	Budget % Var	PY \$ Var	PY % Var
	Operating revenue										
	Aeronautical revenue										
	Passenger airline revenue										
1	Passenger airline landing fees	\$ 604,000	\$	672,461	\$	561,491	\$	68,461	11.3%	\$ 110,970	19.8%
2	Terminal rent	1,209,753		1,160,451		1,052,702		(49,302)	-4.1%	107,749	10.2%
3	Other (boarding bridge)	43,943		31,984		47,388		(11,959)	-27.2%	(15,404)	-32.5%
	Total Passenger airline revenue	1,857,696		1,864,896		1,661,581		7,200	0.4%	203,315	12.2%
	Non-passenger airline revenue										
4	Non-passenger landing fees	92,300		188,013		135,360		95,713	103.7%	52,653	38.9%
5	Cargo and hangar rentals	47,952		48,581		46,412		629	1.3%	2,169	4.7%
6	Fuel tax	300,999		221,020		282,443		(79,979)	-26.6%	(61,423)	-21.7%
7	Fuel Flowage Fees and Sales	385,241		359,086		398,698		(26,155)	-6.8%	(39,612)	-9.9%
8	Other (ramp parking, rapid refuel)	11,333		16,410		13,875		5,077	44.8%	2,535	18.3%
	Total Non-passenger airline revenue	837,825		833,110		876,788		(4,715)	-0.6%	(43,678)	-5.0%
	Total Aeronautical revenue	2,695,521		2,698,006		2,538,369		2,485	0.1%	159,637	6.3%
	Non-aeronautical revenue										
9	Land and building leases	516,753		539,524		486,864		22,771	4.4%	52,660	10.8%
10	Terminal - restaurant & retail	185,000		186,572		175,538		1,572	0.8%	11,034	6.3%
11	Terminal - other	137,997		139,050		138,655		1,053	0.8%	395	0.3%
12	Rental cars	1,251,566		1,297,649		1,234,719		46,083	3.7%	62,930	5.1%
13	Parking	1,621,312		1,699,330		1,564,647		78,018	4.8%	134,683	8.6%
14	Ground Transportation	66,694		77,822		74,544		11,128	16.7%	3,278	4.4%
15	Other (advertising, security fee, etc.)	70,477		74,475		60,711		3,998	5.7%	13,764	22.7%
	Total Non-aeronautical revenue	3,849,799		4,014,422		3,735,678		164,623	4.3%	278,744	7.5%
	Total Operating Revenues	\$ 6,545,320	\$	6,712,428	\$	6,274,047	\$	167,108	2.6%	\$ 438,381	7.0%

Grand Junction Regional Airport Authority Statements of Changes in Net Position

Unaudited - subject to change

	_		Year to Date					
	<u>-</u>	09/30/2024	09/30/2024	09/30/2023	Budget V	ariance	Prior Year \	/ariance
	_	Budget	Actual	PY Actual	Budget \$ Var	Budget % Var	PY \$ Var	PY % Var
	Operating expenses							
16	Personnel compensation and benefits	\$ 2,361,602	\$ 2,098,508	\$ 1,966,153	(263,094)	-11.1%	132,355	6.7%
17	Communications and utilities	376,560	256,810	297,164	(119,750)	-31.8%	(40,354)	-13.6%
18	Supplies and materials	608,387	430,893	484,458	(177,494)	-29.2%	(53,565)	-11.1%
19	Contract services	747,526	752,858	461,193	5,332	0.7%	291,665	63.2%
20	Repairs & maintenance	476,000	466,601	381,853	(9,399)	-2.0%	84,748	22.2%
21	Insurance	150,003	122,422	113,635	(27,581)	-18.4%	8,787	7.7%
22	Training, Travel, & Air Service Development	156,744	113,099	110,176	(43,645)	-27.8%	2,923	2.7%
23	Other Expense (marketing, professional dues, etc.)	90,135	43,316	43,886	(46,819)	-51.9%	(570)	-1.3%
24	Contingency Expense	-	-		_	0.0%		0.0%
	Total Operating expenses	4,966,957	4,284,507	3,858,518	(682,450)	-13.7%	425,989	11.0%
	Excess of Operating revenue over (under) expense	\$ 1,578,363	\$ 2,427,921	\$ 2,415,529	849,558	53.8%	12,392	0.5%
	Non-operating revenue (expenses)							
25	Passenger facility charges	745,440	828,135	754,831	82,695	11.1%	73,304	9.7%
26	Interest income	828,000	965,667	771,575	137,667	16.6%	194,092	25.2%
27	Interest expense	(573,273)	(580,280)	(586,951)	(7,007)	-1.2%	6,671	1.1%
28	Customer facility charges	459,589	534,424	479,336	74,835	16.3%	55,088	11.5%
29	Capital contributions	18,645,835	17,745,641	16,544,429	(900,194)	-4.8%	1,201,212	7.3%
29	Capital expenditures	(21,173,436)	(20,910,987)	(19,618,429)	262,449	1.2%	(1,292,558)	-6.6%
30	Non-Capital Contributions	53,253	25,719	77,927	(27,534)	-51.7%	(52,208)	-67.0%
31	Debt principal payments	(326,000)	(326,031)		(31)	0.0%	(326,031)	0.0%
	Total Non-operating revenue (expenses)	(1,340,592)	(1,717,712)	(1,577,282)	(377,120)	-28.1%	(140,430)	-8.9%
	Excess of revenue over (under) expense	\$ 237,771	\$ 710,209	\$ 838,247	472,438	-198.7%	(128,038)	-15.3%

Variance Explanations - September 2024 Preliminary Financial Statements

Below are variance explanations for revenue and expense accounts with a budget variance of more than 5% and when the revenue or expense category makes up at least 5% of the YTD operating budget of \$327K for revenue and \$350K for all non-capital expenses and non-operating revenues and other impactful variances.

	Sept-24	YTD Sept -24	YTD Sept -23				
Bu	dget	Actual	Actual	Budget Vari	iance	PY Varian	се
Seat Capacity	233,673	264,478	234,748	30,805	13%	29,730	13%
Passenger Landed Weight 245	,632,306	261,346,496	226,441,496	15,714,190	6%	34,905,000	15%
Enplanements	190,166	206,114	186,660	15,948	8%	19,454	10%
Load Factor	81%	78%	80%	-3%		-2%	

Operating Revenues: Operating revenues were 2.6% (\$167K) ahead of budget through September 2024

- 1 Passenger Airline Landing Fees Passenger landing fees were 11% (\$68K) ahead of budget due to more scheduled flights on larger aircraft.
- 4 Non-Passenger Landing Fees Non-passenger landing fees were 104% (\$96K) ahead of budget driven by more FedEx flights and BLM activity due to fire season.
- 6 <u>Fuel Tax</u> Fuel tax revenue was short of budget by 27% (\$80K) due to lower-than-budgeted fuel prices and the remittance process by CDOT, which can cause variability on a month-to-month basis.
- 7 <u>Fuel flowage fees and fuel sales</u> Fuel flowage fees are collected from non-commercial fueling at the airport and therefore are driven by GA and Military operations. Fuel flowage fees and fuel sales were 7% (\$26K) below budget driven by a decrease in military activity.

Operating Expenses: Operating expenses were 14% (\$671K) below budget through September 2024

- 16 Personnel Compensation & Benefits Personnel Compensation & Benefits expenses were 11% (\$263K) below budget driven by position vacancies.
- 17 <u>Communications and Utilities</u> Communications and utilities expenses were 32% (\$120K) below budget. The monthly budget allocates funds evenly across the year. Actual expenses are incurred on an as-needed basis.
- 18 <u>Supplies & Materials</u> Supplies and materials were 29% (\$177K) below budget. The monthly budget allocates funds evenly across the year. Actual expenses are incurred on an asneeded basis.

Non-Operating Revenues and Expenses:

- 25 Passenger Facility Charge Revenue PFC revenue was 11% (\$83K) above budget through September, driven by higher-than-budgeted passenger traffic.
- 26 <u>Interest Income</u> Interest income was \$138K above budget due to high balances held in the COLOTRUST investment accounts and high interest rates.
- 28 <u>Customer Facility Charge Revenue</u> CFC revenues were 16% (\$75K) ahead of budget driven by higher-than-budgeted passenger traffic.
- 29 <u>Capital Contributions & Expenditures</u> The differences to budgeted amounts in these accounts reflect the monthly budget allocation methodology. The construction work is budgeted in total for the entire year. These expenditures are largely driven by the phase of construction to be completed in the reporting period.

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

		Month Ending 09/30/2024	Month Ending 08/31/2024	Variance
	Assets			
	Current Assets			
	Cash and Cash Equivalents - Unrestricted	\$ 19,453,164	\$ 21,347,069	\$ (1,893,905)
	Cash and Cash Equivalents - Restricted	4,294,201	4,149,229	144,972
1	Total Cash and Cash Equivalents	23,747,365	25,496,298	(1,748,933)
	Accounts Receivable			
	Accounts Receivable - Ops, net of allowance of \$24,000	5,762,670	5,561,416	201,254
	Accounts Receivable - Capital	10,316,098	8,079,707	2,236,391
2	Total Accounts Receivable, Net	16,078,768	13,641,123	2,437,645
3	Prepaid Expenses	569,607	593,380	(23,773)
	Total Current Assets	40,395,741	39,730,802	664,939
-	Non-Current Assets			
	Capital Assets			
	Capital Assets not subject to depreciation	49,676,441	49,676,441	-
	Capital Assets subject to depreciation, net	58,889,311	59,374,907	(485,596)
4	Total Capital Assets, Net	108,565,751	109,051,348	(485,596)
5	Bond Project Fund	121,159	120,628	531
	Total Non-Current Assets	108,686,911	109,171,976	(485,065)
	Total Assets	149,082,651	148,902,778	179,874
6	Deferred Outflows of Resources - Pension Plan	1,184,105	1,184,105	
	Liabilities			
	Current Liabilities			
7	Accounts Payable - Ops	218,697	291,997	(73,300)
7	Accounts Payable - Capital	3,617,267	3,971,791	(354,524)
8	Accrued Expenses	254,988	206,330	48,657
9	Lease Deposits	151,054	151,054	-
10	Deferred Revenue	28,397	25,067	3,330
11	Note Payable	386,985	378,456	8,529
12				•
	Current portion of bonds payable	1,199,786	1,144,111	55,675
	Current portion of bonds payable Total Current Liabilities	1,199,786 5,857,174	1,144,111 6,168,807	
				55,675
	Total Current Liabilities			55,675
	Total Current Liabilities Long Term Liabilities	5,857,174	6,168,807	55,675
	Total Current Liabilities Long Term Liabilities CO SIB Payable	5,857,174 3,075,737	6,168,807 3,075,737	55,675
	Total Current Liabilities Long Term Liabilities CO SIB Payable Bond and capital lease payable Deferred Revenue Net Pension and OPEB Liability	5,857,174 3,075,737 14,369,592 975,800 2,246,984	6,168,807 3,075,737 14,369,592 302,889 2,246,984	55,675 (311,633) - - 672,911
13	Total Current Liabilities Long Term Liabilities CO SIB Payable Bond and capital lease payable Deferred Revenue Net Pension and OPEB Liability Total Long Term Liabilities	5,857,174 3,075,737 14,369,592 975,800	3,075,737 14,369,592 302,889 2,246,984 19,995,202	55,675 (311,633) - - 672,911 - 672,911
	Total Current Liabilities Long Term Liabilities CO SIB Payable Bond and capital lease payable Deferred Revenue Net Pension and OPEB Liability	5,857,174 3,075,737 14,369,592 975,800 2,246,984	6,168,807 3,075,737 14,369,592 302,889 2,246,984	55,675 (311,633) - - 672,911
14	Total Current Liabilities Long Term Liabilities CO SIB Payable Bond and capital lease payable Deferred Revenue Net Pension and OPEB Liability Total Long Term Liabilities	5,857,174 3,075,737 14,369,592 975,800 2,246,984 20,668,113	3,075,737 14,369,592 302,889 2,246,984 19,995,202	55,675 (311,633) - - 672,911 - 672,911

Variance Explanations - September 2024 Statement of Financial Position

Assets: Total Assets increased by \$180K from August 2024 to September 2024 primarily due to grant reimbursements and capital accounts receivable cycles.

- 1 Cash Unrestricted cash decreased by \$1.9M due to the timing of payments for capital projects. Restricted cash increased by \$145K due to PFC and CFC activity.
- 2 Accounts Receivable Total receivables increased by \$2.4M as reimbursements were requested but not yet received on grant-funded projects.
- 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.
- 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 of assets.
- 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 represent accounting estimates and non-cash transactions. These amounts will only change once per year when the calculation is updated.

Liabilities: Total Liabilities increased by \$373K from August 2024 to September 2024 due to a decrease in accounts payable associated with the airfield projects and the timing of operating expense payables offset by an increase in deferred revenue due to lease prepayment by BLM.

- 7 <u>Accounts Payable</u> Similar to accounts receivable, the majority of the balance and the variance from month to month are caused by the capital expenses payable to contractors and engineers associated with our capital projects.
- 8 <u>Accrued Expenses</u> This category is primarily made up of liabilities for un-used Paid Time Off and payroll accruals to recognize payroll expenses in the periods that the employees have worked. Changes in this account month to month are almost entirely related to changes in the payroll accruals.
- 9 <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>Note Payable</u> This line is the amount due in the next year on the CO SIB loan taken to pay for the public parking lot expansion and rehabilitation of Taxilane C1A. SIB loan payments are due annually in March.
- 12 <u>Current Portion of capital lease and bonds payable</u> This balance represents principal and interest due on the outstanding revenue bond in the current calendar year. We have semi-annual payments due June 1 and December 1 for the bonds.
- 13 <u>Long-Term Liabilities</u> Long-Term Liabilities increased by \$673K due to receipt of the lease pre-payment from BLM in accordance with the 2024 lease amendment. Long-term deferred revenue represents payments received by the airport for future rights of services or rent for periods farther out than 12 months. The long-term bond payable and capital payable balance is updated annually at year-end 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 airport's portion of the unfunded Pension liability for PERA.

Deferred Inflows of Resources:

14 <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.

Total Net Position: Total Net Position decreased from August 2024 to September 2024 by \$193K driven by an increase in deferred revenue due to the receipt of lease pre-payment by BLM and partly offset by an increase in total assets due to grant reimbursements and capital accounts receivable cycles.

Grand Junction Regional Airport Authority Current Assets and Current Liabilities - Unaudited, subject to change

	onth Ending 09/30/2024	Month Ending 08/31/2024	 Variance
Current Assets			
Cash and Cash Equivalents - Unrestricted	\$ 19,453,164	\$ 21,347,069	\$ (1,893,905)
Cash and Cash Equivalents - Restricted	4,294,201	4,149,229	144,972
Operating Accounts Receivable	5,762,670	5,561,416	201,254
Capital Accounts Receivable	10,316,098	8,079,707	2,236,391
Prepaid Expenses	569,607	593,380	(23,773)
Total Current Assets	40,395,741	39,730,802	664,939
Current Liabilities			
Accounts Payable - Ops	218,697	291,997	(73,300)
Accounts Payable - Capital	3,617,267	3,971,791	(354,524)
Accrued Expenses	254,988	206,330	48,657
Lease Deposits	151,054	151,054	-
Deferred Revenue	28,397	25,067	3,330
Current portion of note and bonds payable	1,586,771	1,522,568	64,204
Total Current Liabilities	5,857,174	6,168,807	(311,633)
Current Ratio - Excluding Restricted Cash	6.16	5.77	0.40
Days Unrestricted Cash on Hand	1,053	1,155	(102)

GJRAA - Breakdown of Capital Expenditure Costs Year-to-Date through September 30, 2024

2024 GRANT FUNDED CAPITAL EXPENDITURES INCURRED AND GRANT REVENUE RECOGNIZED

			Crant Bayanya	
Grant		2024 Project	Grant Revenue Recognized in	
Number	Project/Grant Description	Costs Incurred	2024	2024 GJRAA Local Share
AIP 72	Construct Runway 11/29 (Phase 11-Grading and Drainage)	1,041,560	1,041,560	-
AIP 75	Runway Design -Schedule 4-7 Utility Infrastructure *	(10,555)	(9,499)	(1,055)
AIP 76	RWY 11-29 Construction Schedule 4	1,430,152	1,325,894	104,258
AIP 77	NAVAIDs and Schedule 4a Grading and Drainage	406,480	365,832	40,648
AIP 78	Temp NAVAID Equipment Construction Pavement Design	7,533,266	6,779,940	753,327
AIP 79	RWY 12-30 Sch 5-7 Grading & Drainage	5,172,317	4,833,013	339,304
AIP 80	Passenger Loading Bridges	975,960	927,162	48,798
AIP 81	RWY 12-30 Sch 6 Grading & Drainage	2,629,900	2,468,161	161,739
AIP 82	RWY 12-30 Pavement Subbase	1,118	1,006	112
AIP 83	RWY 12-30 Pavement Subbase	-	-	-
AIP TBD	RWY 12-30 Pavement Design	821,138	-	821,138
CDOT	ARFF Truck Replacement	20,953	12,572	8,381
	Total Grant Projects	\$ 20,022,289	\$ 17,745,641	\$ 2,276,648

^{*}Expenses reallocated to AIP 72

2024 Costs					
Project Description	Incurred				
Employee Parking Lot Expansion	9,200				
4/22 Pavement Rehab	82,101				
Gate 1 Repairs	13,998				
GJT Fire Suppression System Upgrade Design	4,375				
GJT Passenger Boarding Bridge Replacement Design	134,374				
Parking Lot Expansion Landscaping & Lighting	201,548				
ATCT Roof and Mechanical Replacement	25,010				
Rental Car Common Use Facility	43,452				
Other Capital Expenditures	374,641				
Total Non-AIP Projects	\$ 888,698				