

# BOARD PACKET

GRAND JUNCTION REGIONAL AIRPORT AUTHORITY

DECEMBER 15, 2020

**Grand Junction Regional Airport Authority**



**Date:** December 15, 2020

**Location:**  
Electronic Meeting

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

**Time:** 5:15 PM

---

**REGULAR MEETING AGENDA**

---

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

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

- VI. Consent Agenda**
  - A. November 17, 2020 Meeting Minutes \_\_\_\_\_ 1
    - Approval of November 17, 2020 Board Meeting Minutes
  - B. Daniel S Reimer, LLC Professional Services Agreement \_\_\_\_\_ 2
    - Approve proposed professional services agreement for Daniel S Reimer, LLC to provide professional legal services on governance, operation, management, development, and improvement of the Airport.
  - C. Karp, Neu, Hanlon Engagement Agreement \_\_\_\_\_ 3

- Approve proposed engagement agreement for Karp, Neu, Hanlon to provide representation on employment related matters and other general airport matters as needed.
- D. Employee Handbook Revisions \_\_\_\_\_ 4
  - Approve employee handbook revisions which primarily involve Paid Time Off and Sick Leave policies in anticipation of the Healthy Families and Workplaces Act that is effective January 1, 2021.
- E. Lenel Security System Software Upgrade \_\_\_\_\_ 5
  - Authorize staff to accept the quote from Sequent Information Systems for \$12,386.61 to complete upgrades to the security system.
- F. Veoci Software Services Agreement Proposal \_\_\_\_\_ 6
  - Approve the Veoci software and services agreement and authorize the Executive Director to sign the Agreement and approve renewal options included in the contract. The estimated annual cost for 2021 is \$14,256.00.
- G. Renew National Naval Aviation Museum Agreement \_\_\_\_\_ 7
  - Approve the renewal of the National Naval Aviation Museum Aircraft Loan Agreement to keep the aircraft static displays at Aviators Memorial Park for a contract period of five years and authorize the Executive Director to sign the agreement.

**VII. Action Items**

- A. Air Service Incentive Program \_\_\_\_\_ 8
  - Adopt the proposed air service incentive program to be offered to airlines for establishing or expanding air service at GJT.
- B. 2021 FAA Grant Application \_\_\_\_\_ 9
  - Authorize the Executive Director to sign the grant application for submittal to the FAA for the 2021 Runway 11/29 grading & drainage design work.
- C. Mead & Hunt Scope of Work \_\_\_\_\_ 10
  - Approve Mead & Hunt Task Order 2021-01 to develop the scope of services, fee estimate, and schedule for design and construction activities for FY 2021 and authorize the Executive Director to sign the Task Order.
- D. Garver Scope of Work \_\_\_\_\_ 11
  - Approve Garver Task Order 03 to support the runway replacement program and the review and analyze the 60% design documents, define program constraints and scheduling for the runway program, perform program optimization tasks, and 2021 runway design coordination and authorize the Executive Director to sign the Task Order.

**VIII. Discussion**

A. Discuss upcoming At-Large Airport Commissioner Appointment

- The term for the at-large commissioner seat currently filled by Linde Marshall expires February 1, 2021. Staff to present to Board the process for when terms expire.

**IX. Staff Reports**

A. Executive Director Report (Angela Padalecki)

B. Finance and Activity Report (Sarah Menge) \_\_\_\_\_ 12

C. External Affairs Report (Joe Burtard)

D. Operations Director Report (Dylan Heberlein)

E. Facilities Report (Ben Peck)

**X. Any other business which may come before the Board**

**XI. Adjournment**



---

**Grand Junction Regional Airport Authority Board**  
**Regular Board Meeting**  
Meeting Minutes  
November 17, 2020

---

**REGULAR BOARD MEETING**

---

**I. Call to Order**

Mr. Tom Benton, Board Chairman, called the Meeting of the Grand Junction Regional Airport Authority Board to order at 5:15 PM on November 17, 2020 in Grand Junction, Colorado and in the County of Mesa. The meeting was hosted electronically.

<p><b><u>Commissioners Present:</u></b> Tom Benton (Chairman) Erling Brabaek Linde Marshall Chuck McDaniel Thaddeus Shrader Clay Tufly Ron Velarde</p> <p><b><u>Airport Staff:</u></b> Angela Padalecki (Executive Director) Dan Reimer (Counsel) Sarah Menge Cameron Reece Shelagh Flesch Ben Peck</p>	<p><b><u>Guests:</u></b> Brad Rolf, Mead and Hunt Jeremy Lee, Mead &amp; Hunt Colin Bible, Garver Dana Abbott, KLJ Alex Zorn, Daily Sentinel Cole Miller Shannon Kinslow, Twin Otter Jen Boehm, Mead &amp; Hunt</p>
---	---

**II. National Anthem**

**III. Approval of Agenda**

*Commissioner Marshall made a motion to approve the November 17, 2020 Board Agenda. Commissioner Shrader second the motion. Roll Call Vote: Commissioner Benton, yes; Commissioner Brabaek, yes; Commissioner Marshall, yes; Commissioner McDaniel, yes; Commissioner Shrader, yes; Commissioner Tufly, yes, and Commissioner Velarde, yes. The motion carries.*

**IV. Commissioner Comments**

*Commissioners acknowledged the Allegiant announcement for service to John Wayne. Further discussion took place about the great access of the airport and convenience of traveling through there.*

## **V. Citizen Comments**

*No citizen comments were made.*

## **VII. Consent Agenda**

### **October 20, 2020 Meeting Minutes**

Approval of October 20, 2020 Board Meeting Minutes.

### **Sage Intacct Accounting Software Renewal**

Approve the renewal of Sage Intacct Accounting Software subscription for the contract period of December 21, 2020 through December 20, 2021 in the amount of \$13,590.

### **Goodwin Services – Glycol Disposal Invoice**

Approve invoice 90397 for \$12,800 to Goodwin Services, Inc. for the disposal of glycol from the de-ice collection system.

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

## **VIII. Action Items**

### **Resolution No. 2020-007 to Adopt 2021 Budget and Appropriate Funds for 2021**

*Commissioner McDaniel made a motion to approve Resolution No. 2020-007 to Adopt 2021 Budget and Appropriate Funds for 2021. Commissioner Tufly seconded the motion. Roll Call Vote: Commissioner Benton, yes; Commissioner Brabaek, yes; Commissioner Marshall, yes; Commissioner McDaniel, yes; Commissioner Shrader, yes; Commissioner Tufly, yes; and Commissioner Velarde, yes. The motion carries.*

### **Scope of Services for General Aviation Drainage Report**

*Commissioner Shrader made a motion to approve the Scope of Services for General Aviation Drainage Report. Commissioner Tufly seconded the motion. Roll Call Vote: Commissioner Benton, yes; Commissioner Brabaek, yes; Commissioner Marshall, yes; Commissioner McDaniel, yes; Commissioner Shrader, yes; Commissioner Tufly, yes; and Commissioner Velarde, yes. The motion carries.*

## **IX. Discussion**

Chairman Benton noted that officer appointments were forthcoming and described some of the responsibilities of the chair and vice chair about Angela's review, meeting to review the board agenda, and other matters.

**X. Staff Reports**

- A. Executive Director Report (Angela Padalecki)
- B. Finance and Activity Report (Sarah Menge)
- C. External Affairs Report (Angela Padalecki)
- D. Facilities Report (Ben Peck)
- E. Contractor Project Reports

**XI. Any other business which may come before the Board**

Discussion took place about the December board meeting agenda. Angela requested for any board members that would not be present at the December meeting to notify her immediately.

**XII. Adjournment**

The meeting adjourned at approximately 6:35pm.

*Audio recording of the complete meeting can be found at [https://gjairport.com/Board\\_Meetings](https://gjairport.com/Board_Meetings)*

---

Tom Benton, Board Chairman

***ATTEST:***

---

Victoria Hightower, Deputy Clerk to the Board

**Grand Junction Regional Airport Authority**  
Agenda Item Summary

---

TOPIC: Daniel S Reimer, LLC Professional Services Agreement

---

PURPOSE: Information  Guidance  Decision

---

RECOMMENDATION: Approve proposed professional services agreement for Daniel S Reimer, LLC to provide professional legal services on governance, operation, management, development, and improvement of the Airport.

---

SUMMARY: The professional services agreement for Daniel S Reimer, LLC will allow Dan Reimer to provide professional legal services to the Authority on matters including governance, operation, management, development, and improvement of the Airport, but excluding employment law. Services will be provided at the request of Authority staff and/or Board members.

The term of the agreement is three years with a commencement date on December 15, 2020. Services provided will be billed at the hourly rates stated in the engagement letter and dependent on the counsel assigned to work on an individual task.

The contract may be terminated at any time, with or without cause and counsel reserves the right to withdraw representation for good cause.

---

REVIEWED BY: Executive Director and Commissioner McDaniel

---

FISCAL IMPACT: Subject to total legal expense budgeted – 2021 \$90,000

---

ATTACHMENTS: Professional Services Agreement

---

STAFF CONTACT: Angela Padalecki  
[apadalecki@gairport.com](mailto:apadalecki@gairport.com)  
Office: 970-248-8588

---

## PROFESSIONAL SERVICES AGREEMENT

This **Professional Services Agreement** (“Agreement”) is made by and between the **Grand Junction Regional Airport Authority**, a body corporate and politic constituting a political subdivision of the State of Colorado (“Client”), and **Daniel S Reimer LLC**, a Colorado Limited Liability Company (“Counsel”), each a “Party” and together the “Parties”.

In consideration of the mutual agreements contained in this Agreement, and subject to the terms and conditions stated in this Agreement, the Parties agree as follows:

1. Professional Services to be Performed. Counsel shall provide professional legal services to Client on matters about which Counsel has experience and expertise, including without limitation the governance, operation, management, development and improvement of the Grand Junction Regional Airport (“Airport”). Counsel shall provide those specific services as requested by Client and generally consistent with the role of special counsel to a special-purpose airport owner such as Client, excluding advice and counsel on matters of employment law. Services shall be performed exercising the standard of care for similar attorneys representing similar clients and further shall be performed in accordance with the Colorado Rules of Professional Conduct.
2. Client and Client’s Authorized Representative. The Parties agree that the client for purposes of the Agreement and the attorney-client relationship is the Grand Junction Regional Airport Authority and not any member of its governing body, management or staff. Counsel’s contractual and ethical obligations shall extend to Client as a distinct legal entity, and Counsel shall not represent any member of the governing body, management or staff in their individual capacity. Notwithstanding the foregoing, the Executive Director is authorized hereunder to direct the services performed by Counsel, and Counsel shall have a duty to notify the Board of Directors and Executive Director of any information concerning pending or threatened litigation, unasserted claims and similar matters that may give rise to liability exposure of a material nature.
3. Documents Prepared by Counsel. Counsel shall supply Client with a copy of all pleadings, motions, briefs, interrogatories, requests for admission, requests for production of documents, memoranda, orders and judgments of a court or arbitrator, contracts, agreements, correspondence or other documents prepared by Counsel or any subcontractor hired by Counsel under the Agreement. Counsel agrees that Client shall have final authority over the use of all documents prepared by Counsel on Client’s behalf.
4. Term. The Agreement will commence on December 15, 2020, and will expire three (3) years thereafter (the “Term”).

5. Fees.

5.1. Counsel shall be paid for actual time devoted to work for Client at the following rates:

Daniel Reimer - \$300 per hour

5.2. With prior approval of the Executive Director as to specific matters, Counsel may use the following independent contract attorneys at the following rates:

Tom Devine - \$350 per hour

Lisa Rorden - \$225 per hour

5.3. The hourly rates for Counsel and subcontractors hereunder shall remain in effect throughout the Term, and Counsel shall have no right to increase any hourly rate without Client's written consent.

5.4. Disputes as to the reasonableness of fees and expenses charged by Counsel will be submitted to arbitration by the Colorado Bar Association Legal Fee Arbitration Committee, or another arbitrator agreed to by the Parties.

6. Expenses and Costs. Client shall be responsible to pay, at their actual cost and without markup, all necessary and incidental out-of-pocket expenses incurred by Counsel in performing services hereunder. Counsel will not charge for telephone, routine copying and printing, and similar administrative expenses.

7. Statement of Services Rendered. Counsel shall provide itemized invoices to Client by the fifth day of each month for fees and expenses incurred in the prior month, containing daily detail of the work performed. As a limited exception, Counsel will include expenses in the next regular invoice should the receipt or written support for the expense not be immediately available. Client shall endeavor to pay each invoice within thirty (30) days of receipt, by check, wire transfer, credit card, or Automated Clearing House (ACH) transfer.

8. Status of Counsel. The status of Counsel under the Agreement shall be that of a licensed attorney at law, providing professional legal services to the Client under the Agreement, and neither Counsel nor its agents, employees or subcontractors shall be considered employees of Client for any purpose whatsoever.

9. Termination. Client may terminate the Agreement at any time, with or without cause. Counsel reserves the right to withdraw from its representation of Client for good cause, including when withdrawal is required or recommended in furtherance of Counsel's ethical obligations under the Rules of Professional Conduct and for Client's persistent failures to pay Counsel's invoices. If the Agreement is terminated, Counsel shall be paid only for that portion of services satisfactorily completed in accordance with this Agreement at the time of termination.

10. Non Waiver. In no event will any payment or other action by Client constitute or be construed to be a waiver by Client of any breach of covenant or default that may then exist on the part of Counsel. No payment, other action, or inaction by Client when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, express or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.
11. Insurance. Counsel shall maintain lawyers professional liability insurance throughout the Term in the amount of no less than \$1,000,000 per claim and \$1,000,000 aggregate, including data compromise and cyber coverage. This obligation is intended to survive termination of the Agreement for a period of no less than five years.
12. Examination of Records. Any authorized agent of Client, including internal or external auditors, has the right to access and examine any pertinent books, documents, papers and records of Counsel, involving transactions and matters related to the Agreement until the later of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.
13. Indemnification. Counsel agrees to defend, indemnify, and hold harmless Client, its appointed officials, agents and employees against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under the Agreement (“Claims”), unless such Claims are due to the negligence or willful misconduct of Client. This indemnity shall be interpreted in the broadest possible manner to indemnify Client for any acts or omissions of Counsel or its subcontractors either passive or active, irrespective of fault, including Client’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of Client. This indemnification obligation shall survive expiration or termination of the Agreement.
14. Colorado Governmental Immunity Act. Nothing herein shall be construed to constitute a waiver of Client’s rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
15. Subcontracting and Assignment. In performing the services hereunder, Counsel may have cause to subcontract for the services of, for example and without limitation, testifying and non-testifying experts, consultants, advisors and attorneys. Except as specifically authorized hereunder, Counsel shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under the Agreement without obtaining Client’s prior written consent.
16. Conflicts of Interest. Counsel shall not represent any other client in any matter in which that client is adverse to Client or any matter in which representation of that client would create a positional conflict of interest. Notwithstanding the foregoing, the Parties agree that

Counsel's representation of other airport owners and airport trade associations does not, standing alone, constitute a conflict of interest.

17. Confidentiality. Counsel will, at all times, comply with its ethical obligations of confidentiality to Client in accordance with the Rules of Professional Conduct. At the same time, Client is a public entity subject to disclosure obligations under Colorado law and may be subject to discovery obligations in connection with court and administrative proceedings. Counsel will not disclose any confidential document or information to any third party without Client's approval. Further, Counsel will not provide comments to, or speak on behalf of the Client, to the media or any third party without Client's approval.
18. No Third-Party Beneficiary. Enforcement of the terms and the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the Client or Counsel receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.
19. No Authority to Bind Client to Contracts. Counsel lacks any authority to bind Client on any contractual matters. Final approval of all contractual matters that purport to obligate Client must be executed by Client.
20. Governing Law. The Agreement will be construed and enforced in accordance with applicable federal law and the laws of the State of Colorado. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Twenty-First Judicial District (Mesa County).
21. Non-Discrimination in Employment. In connection with the performance of work under the Agreement, Counsel may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, sex, age, or physical or mental disability.
22. Compliance with Non-Discrimination Acts and Authorities. During the performance of the Agreement, Counsel for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities: Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252); 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964); the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601); Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended, and 49 CFR part 27; the Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*); the Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended; the Civil Rights Restoration Act of 1987 (PL 100-209); Titles II and III of the Americans with Disabilities Act of 1990 (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38; Executive Order 12898, Federal Actions to Address Environmental Justice in Minority

Populations and Low-Income Populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency; and Title IX of the Education Amendments of 1972, as amended.

In witness whereof, the Parties hereto have executed the Agreement as of the date set forth below their signatures.



\_\_\_\_\_  
Daniel Reimer  
On Behalf of Daniel S Reimer LLC

\_\_\_\_\_  
Angela Padalecki, Executive Director  
On Behalf of the Grand Junction Regional  
Airport Authority

Dec. 7, 2020

Date

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Secretary

**Grand Junction Regional Airport Authority**  
Agenda Item Summary

---

TOPIC: Karp, Neu, Hanlon – Engagement Agreement

---

PURPOSE: Information  Guidance  Decision

---

RECOMMENDATION: Approve proposed engagement agreement for Karp, Neu, Hanlon to provide representation on employment related matters and other general airport matters as needed.

---

SUMMARY: The engagement agreement for Karp, Neu, Hanlon, P.C will allow Anna Itenberg to provide representation for employment related matters and Karl Hanlon to provide representation on general Airport matters as needed. Services will be provided at the request of Authority staff and/or Board members.

Services provided will be billed at hourly rates as defined in the engagement agreement and dependent on the counsel assigned to work on an individual task.

There is not a set term for the agreement and either party has a right at any time to terminate the agreement upon written notice.

---

REVIEWED BY: Executive Director and Commissioner McDaniel

---

FISCAL IMPACT: Subject to total legal expense budgeted – 2021 \$90,000

---

ATTACHMENTS: Engagement Agreement

---

STAFF CONTACT: Angela Padalecki  
[apadalecki@gjairport.com](mailto:apadalecki@gjairport.com)  
Office: 970-248-8588

---

*Glenwood Springs – Main Office*  
201 14<sup>th</sup> Street, Suite 200  
P. O. Drawer 2030  
Glenwood Springs, CO 81602

*Aspen*  
323 W. Main Street  
Suite 301  
Aspen, CO 81611

*Montrose*  
1544 Oxbow Drive  
Suite 224  
Montrose, CO 81402

Karl J. Hanlon  
Partner/Shareholder

[kjh@mountainlawfirm.com](mailto:kjh@mountainlawfirm.com)  
Office: (970) 945-2261  
Direct: (970) 928-2125  
Fax: (970) 945-7336  
*\*Direct Mail to Glenwood Springs*

November 17, 2020

***Sent via e-mail:***

Tom Benton, Chairman  
Grand Junction Regional Airport Authority  
2828 Walker Field Drive  
Grand Junction, CO 81506  
[tbenton@gjairport.com](mailto:tbenton@gjairport.com)

Re: Engagement Agreement

Greetings:

Thank you for expressing an interest in retaining Karp Neu Hanlon, P.C. (“KNH”). This engagement agreement sets out the scope and terms of our representation. We ask that you review this engagement and, if acceptable, you countersign in the space provided below and return to us.

**Services to be Provided.** You have asked, and we agree, to represent you in connection with employment related matters for the Airport. Anna S. Itenberg will be the attorney primarily responsible for handling these types of matters. If you need representation regarding general Airport matters, Karl J. Hanlon can assist you with those matters as needed. If you request additional services and we agree to provide such services, the terms and conditions of this engagement agreement will apply to those services as well. Under this engagement, we will render legal services only to you and to no other person or entity, except where specifically stated otherwise. As long as you keep our advice to you confidential, the attorney-client privilege and confidential relationship between us will not be inadvertently waived. Other attorneys and firm personnel may work on the matter from time to time.

**Client and Client’s Authorized Representative.** For purposes of this engagement and the attorney-client relationship, our client is the Grand Junction Regional Airport Authority and not any member of its governing body, management or staff. Our contractual and ethical obligations shall extend to the Grand Junction Regional Airport Authority as a distinct legal entity, and we will not represent any member of the governing body, management, or staff in their individual capacity. Notwithstanding the foregoing, you have designated the Executive Director as your authorized representative hereunder to direct the services performed by us, and we shall have a duty to notify the Board of Directors and Executive Director of any information concerning pending or threatened litigation, unasserted claims and similar matters that may give rise to liability exposure of a material nature.

**Fees and Retainer.** Our rates and fees are based on factors set forth in Rule 1.5 of the Colorado Rules of Professional Conduct adopted by the Colorado Supreme Court, a copy of which is enclosed. Unless otherwise agreed, you will be billed for professionals’ time at increments of 1/10<sup>th</sup> hour. A copy of the firm’s current Hourly Rate and Expense Chart is enclosed. These rates are changed occasionally

to reflect changes in experience of our personnel and inflation. While we may, from time to time, furnish you with estimates of the amount of fees which we anticipate will be charged for services to be performed under this agreement, such estimates are by their nature inexact and cannot be binding on either of us.

Considering the nature of your matter, we are not requesting that you provide an initial retainer. Should the need for a retainer arise to cover anticipated fees, costs or expenses, you agree to provide retainer funds, and if your matter involves litigation, we will request a sufficient retainer to cover the anticipated fees and costs through trial. Any retainer we request shall be maintained and replenished by the client throughout our representation until it is concluded. After we invoice you, we may elect to pay your invoice from your retainer and your payment will be used to replenish the amount withdrawn from the retainer. Any amount of the retainer that is not used to pay fees and costs under this agreement will be returned to you upon completion of the work or termination of our services, subject to the other provisions of this agreement.

**Expenses.** You agree to reimburse us for all out-of-pocket costs and expenses incurred in connection with the legal services that we perform for you. Without limitation, these costs and expenses may include filing and recording fees, expert costs, photocopy and document handling fees, court and deposition reporter fees, travel expenses, research, document retrieval, and other similar charges. Standard costs are identified on the enclosed Hourly Rate and Expense Chart. We may from time to time advance certain costs on your behalf, but we may also require that you pay certain costs, especially relatively large costs, in advance, directly to us or to the vendor, as needed.

**Billing and Payment.** We agree to keep records of all time spent and expenses incurred and, unless otherwise advised, you will be invoiced on a timely basis. Payment is due upon receipt of our invoice. Unless you direct us otherwise, invoices will be sent to you by email. Payments not received thirty (30) days after invoicing will accrue interest at the rate of 1.5% per month (18% A.P.R.). In the event, you do not pay an invoice within sixty (60) days and no information is brought to our attention regarding a dispute as to the work done or the amount owed, it will be assumed there is no dispute and we may elect to take legal action including a collection lawsuit to recover our unpaid legal fees, costs, and accrued interest.

**Work Product.** The parties agree that the work product that our firm develops will remain our property. You may have reasonable access to our work product, but it is specifically understood that your file and our work product will not be returned to you or transferred to a third party unless you request return or transfer in writing and only when you pay all fees, costs and expenses due at the time. The firm will retain our work product for a reasonable period of time after the completion of representation.

**Termination of Services.** Either party has the right at any time to terminate this agreement upon written notice. For litigation matters, we will seek an order from the court allowing withdrawal or, if no action is pending, will withdraw. Such termination will not, however, relieve you of the obligation to pay the fees due for services rendered and costs and expenses incurred prior to such termination notice or in connection with withdrawing from representation and the transfer of your files.

The foregoing covers the essential elements of our engagement. We would be happy to discuss these or any other aspects of our representation. If you have questions about a particular bill or any other aspect of our services for you in the future, please bring these to our attention as we believe communication resolves most misunderstandings. We look forward to a successful relationship with you.

Very truly yours,

KARP NEU HANLON, P.C.



Karl J. Hanlon

Enclosures: Rule 1.5, C.R.P.C.  
Hourly Rate and Expense Chart

AGREED AND ACCEPTED:  
GRAND JUNCTION REGIONAL AIRPORT AUTHORITY

\_\_\_\_\_  
Tom Benton, Chairman

\_\_\_\_\_  
Date

### **C.R.P.C. RULE 1.5 FEES**

A lawyer shall not make an agreement for, charge, or collect an unreasonable fee or an unreasonable amount for expenses. The factors to be considered in determining the reasonableness of a fee include the following:

- (1) The time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;
- (2) The likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer;
- (3) The fee customarily charged in the locality for similar legal services;
- (4) The amount involved and the results obtained;
- (5) The time limitations imposed by the client or by the circumstances;
- (6) The nature and length of the professional relationship with the client;
- (7) The experience, reputation, and ability of the lawyer or lawyers performing the services; and
- (8) Whether the fee is fixed or contingent.

When the lawyer has not regularly represented the client, the basis or rate of the fee and expenses shall be communicated to the client, in writing, before or within a reasonable time after commencing the representation. Except as provided in a written fee agreement, any material changes to the basis or rate of the fee or expenses are subject to the provisions of Rule 1.8(a).

A fee may be contingent on the outcome of the matter for which the service is rendered, except in a matter in which a contingent fee is otherwise prohibited. A contingent fee agreement shall meet all of the requirements of Chapter 23.3 of the Colorado Rules of Civil Procedure, "Rules Governing Contingent Fees."

Other than in connection with the sale of a law practice pursuant to Rule 1.17, a division of a fee between lawyers who are not in the same firm may be made only if:

- (9) The division is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation;
- (10) The client agrees to the arrangement, including the basis upon which the division of fees shall be made, and the client's agreement is confirmed in writing; and
- (11) The total fee is reasonable.

Referral fees are prohibited.

Fees are not earned until the lawyer confers a benefit on the client or performs a legal service for the client. Advances of unearned fees are the property of the client and shall be deposited in the lawyer's trust account pursuant to Rule 1.15(f)(1) until earned. If advances of unearned fees are in the form of property other than funds, then the lawyer shall hold such property separate from the lawyer's own property pursuant to Rule 1.15(a).

Nonrefundable fees and nonrefundable retainers are prohibited. Any agreement that purports to restrict a client's right to terminate the representation, or that unreasonably restricts a client's right to obtain a refund of unearned or unreasonable fees, is prohibited.

# Grand Junction Regional Airport Authority

## Agenda Item Summary

TOPIC:	Airport Employee Handbook Revisions
PURPOSE:	Information <input type="checkbox"/> Guidance <input type="checkbox"/> Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Approve employee handbook revisions which primarily involve Paid Time Off and Sick Leave policies in anticipation of the Healthy Families and Workplaces Act that is effective January 1, 2021.
SUMMARY:	<p>In order to comply with the Health Families and Workplaces Act (HFWA) that is effective January 1, 2021, staff reviewed the existing Employee Handbook and is proposing changes to paid leave to comply with the new requirements. Additionally, other updates were identified from a Title VI self-review and recommendations from the FAA as well as updates to reflect current practice. Those changes are summarized below:</p> <ol style="list-style-type: none"><li>1. The Whistleblower language was updated to remove reference to the “Investigator” and instead refer only to legal counsel. Additionally, there is a required whistleblower provision related to public health emergencies in the HFWA that was incorporated.</li><li>2. Language is proposed to differentiate between discrimination and harassment which is communicated to employees via the employee handbook based on recommendations from a Title VI self-examination.</li><li>3. <u>Paid Time Off Max Accrual Limits</u>: During the handbook review, it was identified that the maximum accrual limits were inconsistent for different levels of tenure. The proposed revision makes the max accrual consistent for all levels.</li><li>4. <u>Paid Sick Leave Policy</u>: The HFWA requires paid leave to be available for all employees – both full-time and part-time. Previously, paid leave was only available for full-time employees, therefore modifications were proposed to add leave for part-time employees. This leave will not be paid out upon termination for part-time employees. Additionally, definitions for qualifying use of Sick Leave and immediate family were modified to comply with the language in the Act and the requirement to first use PTO was removed.</li><li>5. Other modifications throughout the document include clean-up language to reflect current policies, current employee titles, and other minor changes in language for clarity of policies or correct minor clerical errors.</li></ol>
REVIEWED BY:	Executive Director and Legal Counsel – Anna Itenberg (Karp, Neu, Hanlon)
FISCAL IMPACT:	N/A
ATTACHMENTS:	Airport Employee Handbook Red-Line
STAFF CONTACT:	Sarah Menge Email: <a href="mailto:smenge@gjairport.com">smenge@gjairport.com</a> , Office: 970-248-8581

## EMPLOYEE HANDBOOK



Adopted: May 20, 2015

Revised: [December 15, 2020](#)

---

# EMPLOYEE HANDBOOK

## Table of Contents

<b>IMPORTANT NOTICE</b> .....	<b>1</b>
<b>About the Grand Junction Regional Airport</b> .....	<b>2</b>
History.....	2
Mission.....	2
Vision.....	2
<b>Let’s Communicate</b> .....	<b>3</b>
Employee Relations Philosophy .....	3
If You Have a Problem .....	3
Fraud Prevention and Whistleblower Protection .....	4
<b>What You Can Expect from Us</b> .....	<b>4</b>
Orientation .....	4
Equal Employment Opportunity .....	4
Requests for Accommodation.....	5
Policy against Unlawful Harassment and Discrimination .....	6
What Should You Do If You Feel You Have Been Harassed .....	8
Policy Against Retaliation .....	8
Immigration Compliance .....	9
Application Information.....	10
Personal Identifying Information.....	10
Employee Classification .....	11
Meal and Rest Periods.....	11
<b>Grand Junction Regional Airport Benefits</b> .....	<b>12</b>
Your Pay .....	12
Call Back Pay.....	12
Timekeeping Procedures.....	12
Pay Deductions .....	13
Expense Reimbursement.....	13
Garnishments & Support Orders.....	13
Paid Time Off.....	14

Paid Sick Leave.....	17
Medical Insurance.....	20
IRS Section 125 -- Cafeteria Plan.....	20
Health Insurance Continuation.....	21
COBRA.....	21
Dental and Vision Insurance.....	21
Life Insurance.....	21
Colorado Public Employers Retirement Association.....	22
401(k) Retirement Savings Plan.....	22
Long-Term Disability Insurance.....	22
Health and Wellness Benefit.....	22
Training and Educational Assistance.....	23
Civic Duties.....	23
Family Medical Leave Act (FMLA).....	24
Bereavement Leave.....	27
Military Leave of Absence.....	28
Volunteer Firefighter Leave.....	28
<b>Safety &amp; Health.....</b>	<b>28</b>
Accident Reporting and Investigation.....	28
Workers' Compensation.....	29
Alcohol and Drug Policy.....	30
<b>Grand Junction Regional Airport Rules and Policies.....</b>	<b>32</b>
Grand Junction Regional Airport Policies.....	32
Absenteeism and Tardiness.....	32
Attitude.....	33
Bulletin Boards.....	33
Airport Keys/Entry Cards.....	33
Airport Relationships Policy.....	33
Airport Vehicles.....	34
Company Issued Cell Phones, Radios, Computers, E-Mail, Voice Mail and Internet.....	34
Code of Professional Conduct and Conflict of Interest.....	39
Damage to Property.....	40
Facsimile and Copy Machines.....	40

Fraud, Dishonesty and False Statements.....	40
Gambling.....	40
Hazardous and Toxic Materials .....	40
Honesty .....	41
Housekeeping.....	41
Illegal Activity .....	41
Insubordination .....	41
Media Inquires .....	41
Meetings.....	42
Misuse of Property .....	42
Nepotism Policy.....	42
Off-Duty Use of Facilities.....	42
Off-Duty Social and Recreational Activities .....	42
Outside Employment.....	42
Overtime and Work Schedule .....	43
Parking .....	43
Personal Appearance and Behavior .....	43
Personal Mail .....	44
Personal Telephone Calls and Visits.....	44
Personnel Records.....	45
Poor Performance.....	45
Protection of the Grand Junction Regional Airport’s Confidential Information .....	45
Publicity .....	46
Safety .....	46
Searches, Inspections & Workplace Privacy .....	47
Sleeping.....	47
Smoking .....	47
Social Media, Social Networking and Web blogs Policy .....	47
Solicitation - Distribution Policy .....	50
Theft .....	50
Unauthorized Interviews .....	50
Workplace Violence Policy .....	50
<b>Career Development and Changes in Status .....</b>	<b>51</b>

Advancement ..... 51  
Performance Evaluations ..... 51  
Changes in Personnel Records ..... 51  
Outside Inquiries Concerning Employees..... 51  
Involuntary Termination ..... 52  
Exit Interview..... 52  
To Sum It All Up ..... 52

## IMPORTANT NOTICE

---

This handbook is designed to acquaint you with the Grand Junction Regional Airport Authority (the "Airport") and to give you a reference to answer many of your questions regarding your employment with us.

The contents of this handbook, however, constitute only a summary of the employee benefits, personnel policies, and employment regulations in effect at the time of publication. This handbook should not be construed as creating any kind of "employment contract." The Airport has the ability to prospectively add, change, delete or modify, policies, benefits, wages, and all other working conditions as it deems appropriate without obtaining another person's consent or agreement.

NOTHING IN THIS HANDBOOK OR ANY OTHER POLICY, PROCEDURE, PRACTICE OR BENEFIT IS INTENDED TO CREATE AN EXPRESS OR IMPLIED CONTRACT, GUARANTEE, PROMISE, OR COVENANT OF ANY KIND. EMPLOYMENT WITH THE GRAND JUNCTION REGIONAL AIRPORT AUTHORITY IS AT WILL, MEANING IT MAY BE TERMINATED BY THE EMPLOYEE OR THE GRAND JUNCTION REGIONAL AIRPORT AUTHORITY AT ANY TIME WITHOUT NOTICE, CAUSE, OR ANY SPECIFIC DISCIPLINARY PROCEDURES.

Because the Airport is a growing, changing organization, the Airport reserves the right to add to, modify, or delete provisions of this Handbook or any other policy, procedure, practice, or benefit at any time without advance notice. For this reason, employees should check with the Administration Department to obtain current information regarding the status of any particular policy, procedure, or practice.

No one other than the Airport Authority Board of Commissioners has the authority to alter the at-will relationship, to enter into an employment agreement, or to make any agreement contrary to this Handbook or Airport policy. Any such agreement must be in writing and signed by the Airport Authority Board of Commissioners Chairman. Your status as an "at-will" employee may not be changed except in writing signed by you and the Chairman of the Grand Junction Regional Airport Authority. This handbook shall supersede any and all prior handbooks, written documents or oral representations that contradict the at-will nature of your employment.

## About the Grand Junction Regional Airport

---

### History

The Airport opened in 1930 as Grand Junction Municipal Airport. In 1942 it was renamed Walker Field for Walter Walker, a former publisher of The Daily Sentinel newspaper who obtained funds and business support for the Airport. On May 15, 2007, the Airport was renamed Grand Junction Regional Airport.

The Airport covers 2,357 acres at an elevation of 4,858 feet. The Airport has two asphalt runways: runway 11/29 is 10,501 by 150 feet and runway 4/22 is 5,502 by 75 feet. The Airport has a mix of aircraft operations, averaging 140 operations per day; 50% general aviation, 35% air taxi, 12% air carrier, and 3% military.

The first airliners into the Airport were Monarch Douglas DC-3s in 1946-47. Until the 1980's Grand Junction Regional Airport was the only Colorado airport west of Denver to offer jet service. Today, the Airport enjoys regional jet service on five airlines; United Express, Delta/SkyWest, US Airways, American, Allegiant; to seven major U.S cities; Denver, Houston, Salt Lake City, Phoenix, Dallas, Las Vegas, and Los Angeles.

### Mission

The Grand Junction Regional Airport Authority is committed to facilitating and enhancing regional aviation services.

### Vision

- Grand Junction Regional Airport will continue to be safe, secure, well-maintained, and financially self-sustaining.
- Grand Junction Regional Airport will be the airport of choice for airline travelers.
- Grand Junction Regional Airport will be a regional air cargo hub.
- Grand Junction Regional Airport will be the regional airport of choice for corporate, business and leisure aviation.
- Grand Junction Regional Airport will be home to a well-planned, private aircraft operator community.
- Grand Junction Regional Airport will be a hub for governmental aviation activities.
- Grand Junction Regional Airport will continue to be a responsible community partner.
- Grand Junction Regional Airport Authority is an equal opportunity employer and continues to strive to attract and retain high-caliber professionals committed to serve Grand Junction Regional Airport.

## Let's Communicate

---

### Employee Relations Philosophy

The Airport is dedicated to continuing what we believe to be an excellent employee relations program. The Airport will do our best to maintain good working conditions, competitive wages and benefits, open communications, and employee involvement. The Airport will continue to look to you for ideas about how to improve all areas of our business -- in areas like customer service, safety, efficiency, and employee relations.

### If You Have a Problem

If you have any questions concerning your job or this handbook, or if you encounter any work-related problems, we encourage you to discuss your questions or problems with us. We cannot address any of your questions, concerns or problems unless we know about them.

If you have a problem, please talk with your immediate supervisor as soon as possible. Your immediate supervisor is the person responsible for what goes on in your immediate work area and may be in the best position to help you.

If you prefer not to speak with your immediate supervisor or if you feel your immediate supervisor cannot or has not satisfactorily resolved the problem, contact the Administration Department, who is directly responsible for Administration. If you have a complaint of harassment, discrimination or accommodation, please refer to the Equal Employment Opportunity Policy, the Policy Against Harassment, or speak directly to Administration. If you still feel the need to speak to other members of management, we encourage you to contact the [Airport Manager](#)~~Executive Director~~, or the Airport Authority Board Chairman.

All Airport staff ~~is~~<sup>are</sup> responsible for the prevention and detection of fraud, misappropriations, and other inappropriate conduct. Reporting options are as follows: (1) to ~~the Investigator~~[Legal Counsel](#) via the Ethics/Fraud Hotline at 1-844-GO-ETHIC (1-844-463-8442) or (2) ~~via written notice sent to the attention of the Authority's designated ethics investigator, Quimby & Associates LLC, at P.O. Box 31137, Grand Junction, CO 81502 (the "Investigator")~~[via written or verbal notice to your supervisor or the Executive Director](#). ~~If the Authority Board changes designated fraud investigators, contact information will be updated and distributed to Authority employees in a timely manner.~~

The Airport takes all concerns and problems that are brought to its attention seriously. We will work to address your concern or resolve your problem as soon as possible under the circumstances. You are encouraged to utilize this procedure without fear of reprisal.

## **Fraud Prevention and Whistleblower Protection**

The Grand Junction Regional Airport Authority is committed to the highest standards of moral and ethical behavior by its employees and Board Members. The Airport has established a policy to discourage and prevent dishonest acts and/or fraudulent activity, and to advise employees and Board Members of their responsibility to report suspected fraudulent activity.

Please refer the Policy for more detailed information. As part of its Fraud Prevention and Whistleblower Protection Policy, employees may make complaints to the Airport's Whistleblower Hotline. The telephone number for the Whistleblower Hotline is posted in employee break areas, and employees may leave concerns or complaints on an anonymous basis.

**Ethics/Fraud Hotline at 1-844-GO-ETHIC (1-844-463-8442)**

## **What You Can Expect from Us**

---

### **Orientation**

Following your acceptance of employment, your assigned supervisor will discuss job duties and responsibilities, and you may be issued personal protective equipment. A copy of this Handbook will be available for you to read and review.

After reviewing the Handbook, you must sign the acknowledgement form at the end of the Handbook indicating your understanding of the information contained in the Handbook. This Statement will then be signed by your supervisor and returned to the Administration Department. This signed acknowledgement form will become part of your personnel file.

### **Equal Employment Opportunity**

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

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

## **Equal Pay Policy**

The Airport will not pay an employee a wage rate that is less than the wage rate paid to another employee of different sex, race, or other protected status for substantially similar work, except where the wage differential is based on a seniority system; a merit system; a system that measures earnings by quantity or quality of production; the geographic location where the work is performed; education, training or experience to the extent that they are reasonably related to the work in question; or travel if the travel is a regular and necessary condition of the work performed. An employee who believes their compensation does not comply with this policy should follow the Complaint Procedure below.

Formatted: Indent: Left: -0.01", Right: 0"

The Airport will not seek the wage rate history of a perspective employee or require disclosure of wage rate as a condition of employment; rely on a prior wage rate to determine a wage rate; discriminate or retaliate against a prospective employee for failing to disclose the employee's wage rate history; discharge or retaliate against an employee for actions by an employee in asserting the rights established by Colorado law against an employer; or discharge, discipline, discriminate against, or otherwise interfere with an employee for inquiring about, disclosing, or discussing the employee's wage rate.

Formatted: Indent: Left: -0.01"

Formatted: Normal, Left, Line spacing: Multiple 1.16 li

## **Requests for Accommodation**

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

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

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

may include the employee taking unpaid breaks or using paid leave, arriving at work earlier or leaving later.

If you believe that you have been treated in a manner that does not comply with these policies, please notify the Airport immediately, by speaking to the Administration Department, your supervisor, or the [Airport Manager/Executive Director](#). The Airport takes all complaints of discrimination seriously. You are encouraged to utilize this procedure without fear of reprisal.

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

### Policy against Unlawful Harassment and Discrimination

The Grand Junction Regional Airport is committed to providing a work environment that is free of unlawful harassment [and unlawful discrimination](#). In furtherance of this commitment, the Airport strictly prohibits all forms of unlawful harassment [or discrimination](#), ~~which includes harassment~~ on the basis of [physical or mental](#) disability, health conditions related to pregnancy or the physical recovery from childbirth, [genetic information](#), race, creed, color, sex, sexual orientation, religion, age, national origin, or ancestry or any other protected status in accordance with all applicable Federal, State and local laws. ~~Furthermore, it is the policy of the Airport that no person shall on the grounds of race, color, national origin, sex, disability, or age, be excluded from participation in, be denied benefits of, or be subjected to discrimination in any operation of the Airport as provided by Title VI and Title VII of the Civil Rights Act of 1964 and related statutes. The Airport recognizes that discrimination can be the result of intentional behavior or when a policy or practice has a disparate impact on a protected class without justification for a principled reason.~~

Formatted: Not Highlight

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

Formatted: Not Highlight

Formatted: Not Highlight

Formatted: Not Highlight

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

#### Examples of Prohibited Sexual Harassment:

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

- unwanted sexual advances;
- offering an employment benefit (such as a raise, promotion or assistance with one's career)

in exchange for sexual favors, or threatening an employment detriment (such as termination, demotion, or disciplinary action) for an employee's failure to engage in sexual activity;

- visual conduct, such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons or posters;
- verbal sexual advances, propositions, requests or comments;
- verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, suggestive or obscene letters, notes or invitations;
- physical conduct, such as touching, assault, impeding or blocking movement;

### **Examples of What Constitutes Prohibited Harassment**

In addition to the conduct listed above, the Airport strictly prohibits harassment concerning race, creed, color, and religion, national origin, disability, health conditions related to pregnancy or the physical recovery from childbirth, age, sexual orientation, military or veteran's status, genetic ~~information profile~~ or any other protected characteristic. -By way of illustration only, and not limitation, prohibited harassment concerning any of these protected characteristic includes:-

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

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

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

### **Examples of What Constitutes Prohibited Discrimination**

Examples of prohibited types of discrimination based on physical or mental disability, health conditions related to pregnancy or the physical recovery from childbirth, genetic information, race, creed, color, sex, sexual orientation, religion, age, national origin, military or veteran's status or any other protected characteristic race, color, national origin, sex, disability, or age include, but are not limited to the following:

- [denying employment opportunities to an applicant because of their appearance or accent;](#)
- [distinctions in the quality, quantity, or manner in which a benefit or service is provided;](#)
- [segregation or separate treatment;](#)
- [restriction in the enjoyment of any advantages, privileges or other benefits provided;](#)
- [failure to adequately advise eligible employees of the existence of services or benefits;](#)
- [use of criteria or methods of administration that would defeat or substantially impair the accomplishment of program objectives or would more heavily affect members of a protected group.](#)

Formatted: Indent: Left: 0.25", Hanging: 0.25"

Formatted: List Paragraph, Justified

### **Complaint Procedure for Reporting Unlawful Harassment or Discrimination** ~~**What Should You Do If You Feel You Have Been Harassed or Discriminated Against**~~

If you feel that you are being harassed [or discriminated against](#) in violation of this policy by another employee, supervisor, manager or third-party doing business with the Airport, you should immediately contact either your supervisor, or the HR Manager. In addition, if you observe harassment [or discrimination](#) by another employee, supervisor, manager or non-employee, please report the incident immediately to the Administration Department. [Non-employee actions should also be communicated to the Title VI Coordinator in compliance with the Airport's Discrimination Complaint Procedures.](#) Appropriate action will also be taken in response to violation of this policy by any non-employee.

Formatted: Not Highlight

Formatted: Not Highlight

Formatted: Not Highlight

Your notification of the problem is essential to us. The Airport cannot help resolve a harassment [or discrimination](#) problem unless we know about it. Therefore, it is your responsibility to bring your concerns and/or problems to our attention so that we can take whatever steps are necessary to address the situation. The Airport takes all complaints of unlawful harassment [or discrimination](#) seriously and will not penalize you or retaliate against you in any way for reporting harassment in good faith.

Formatted: Not Highlight

Formatted: Not Highlight

All complaints of harassment [or discrimination](#) which are reported to management will be investigated as promptly as possible and corrective action will be taken where warranted. The Airport prohibits employees from hindering internal investigations and the internal complaint procedure. All complaints of unlawful harassment [or discrimination](#) which are reported to management will be treated with as much confidentiality as possible, consistent with the need to conduct an adequate investigation.

Formatted: Not Highlight

Formatted: Not Highlight

### **Policy Against Retaliation**

The Grand Junction Regional Airport is committed to prohibiting retaliation against those who report, oppose, or participate in an investigation of alleged wrongdoing in the workplace. By way of example only, participating in an investigation of alleged wrongdoing in the workplace, includes, but is not limited to:

- Filing a complaint with a Federal or State enforcement or administrative agency;
- Participating in or cooperating with a Federal or State enforcement agency that is conducting an investigation of the Grand Junction Regional Airport regarding alleged unlawful activity;
- Testifying as a party, witness, or accused regarding alleged unlawful activity;
- Associating with another employee who is engaged in any of these activities;
- Making or filing an internal complaint with the Grand Junction Regional Airport regarding alleged unlawful activity;
- Providing informal notice to the Grand Junction Regional Airport regarding alleged unlawful activity.

The Grand Junction Regional Airport strictly prohibits any adverse action/retaliation against an employee for participating in an investigation of any alleged wrongdoing in the workplace. If you feel that you are being retaliated against you should immediately contact the Administration Department or your immediate Supervisor. In addition, if you observe retaliation by another employee, supervisor, manager or non-employee, please report the incident immediately to the Administration Department, your immediate Supervisor, or report the incident to the **Ethics/Fraud Hotline at 1-844-GO-ETHIC (1-844-463-8442)**.

Any employee determined to be responsible for violating this policy will be subject to appropriate disciplinary action, up to and including termination. Moreover, any employee, supervisor or manager who condones or ignores potential violations of this policy will be subject to appropriate disciplinary action, up to and including termination.

### Public Health Emergency Whistleblower Policy

The Airport encourages employees to express concerns about safety in the workplace to their immediate Supervisor or the Administration Department. In accordance with C.R.S. 8-14.4-101, et seq., the Airport prohibits discrimination or retaliation against an employee who, during a public health emergency, (a) raises reasonable concerns about, (b) opposes, or (c) testifies, assists or participates in a hearing about workplace violations of government health or safety rules, or about an otherwise significant workplace threat to health or safety related to a public health emergency. The protections in this policy do not apply to an employee who discloses information he/she knows to be false or with reckless disregard for the truth or falsity of the information.

Employees are permitted to voluntarily wear their own personal protective equipment (PPE), such as a mask, faceguard, or gloves, if the PPE provides more protection than equipment provided by the Airport; is recommended by a government health agency; and does not make the employee unable to do their job. The Airport will not discriminate or retaliate against an employee for wearing their own PPE in accordance with this policy.

Formatted: Font: (Default) Times New Roman

Formatted: Indent: Left: 0", First line: 0"

An employee who believes the Airport has violated this policy should submit a written complaint pursuant to the Complaint Procedure for Reporting Unlawful Harassment or Discrimination.

Formatted: Font: (Default) Times New Roman

Formatted: Font: (Default) Times New Roman

Formatted: Font: (Default) Times New Roman

Formatted: Indent: Left: 0.16", Right: -0.01", Space After: 0 pt, Line spacing: single, Tab stops: 0.67", Left

## Immigration Compliance

As a condition of employment and in compliance with Federal and Colorado law, each new employee must complete an I-9 Form and a Colorado Affirmation of Work Status form and present documents that establish identity and employment eligibility. Identity can be established by providing a current State-issued driver’s license, a State-issued identification card, or similar document such as school identification with photograph, voter’s registration card, or military service record. An employment eligibility document is a Social Security card, a birth certificate, or an immigration document. You will not be allowed to continue employment until you provide proper documentation.

## Application Information

All candidates for employment with the Grand Junction Regional Airport must fully complete, date, and sign the Grand Junction Regional Airport’s standard employment application form. A resume will not be accepted in lieu of a completed application. The completed application will be used to verify the accuracy and completeness of previous employment and personal information. The Grand Junction Regional Airport may investigate or request information regarding any portion of the requested information (i.e., previous work history) and may deny or later terminate the employment of anyone giving false, misleading, or incomplete information. The completed application will be made part of the personnel file of those applicants who are hired.

## Personal Identifying Information

The following policy is intended to safeguard personal identifying information received by the Grand Junction Airport. For purposes of this policy, “personal identifying information” (PII) includes social security numbers; personal identification numbers; passwords; pass codes; official state or government-issued driver’s license or identification card numbers; government passport numbers; biometric data (i.e. finger print or retina scan); employer, student, or military identification numbers; or financial transaction devices (i.e. credit cards, debit cards, banking cards, electronic fund transfer cards, guaranteed check cards, and financial account numbers).

In order to ensure the protection of PII, including that of Airport employees, from unauthorized access, use, modification, disclosure or destruction, access to PII is limited to human resources employees, airport security personnel, and finance and accounting employees (only as necessary to process payroll and benefits on behalf of the employee).

Unless otherwise required by state or federal law or regulation, when paper and electronic documents received by the Airport containing PII are no longer needed for its business purposes, the Airport will destroy or arrange for the destruction of the documents in its custody by shredding, erasing, or otherwise modifying the PII in the documents to make the information unreadable or indecipherable through any means.

The Airport will take no more than 30 days to provide Employees notice of a security breach that results in or is likely to result in the misuse of PII when the breach involves a Colorado resident's first name or first initial and last name in combination with: the individual's social security number; student, military, or passport identification number; driver's license number or identification card number; medical information; health insurance identification number; or biometric data; username or email address, in combination with a password or security questions and answers, that would permit access to an online account; or an account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to that account, when any of these data elements are not encrypted, redacted, or secured by any other method rendering the name or the element unreadable or unusable.

## Employee Classification

### Full-Time Employees

Full-time employees are employees who are normally scheduled to work at least thirty (30) hours per week, as determined by the Grand Junction Regional Airport in its sole discretion [and are eligible for all Airport offered benefits](#).

### Part-Time Employees

Part-time employees are employees who are normally scheduled to work fewer than thirty (30) hours per week, as determined by Grand Junction Regional Airport in its sole discretion [are not eligible for benefits with the exception of paid sick leave as set forth in the paid sick leave policy](#).

Formatted: Not Highlight

### Temporary Employees

Temporary employees are employees who are employed to work on special projects for short periods of time, or on a "fill-in" basis. These positions are not intended to be a part of continuing operations. The employment status of temporary employees will not be changed due to an extension of employment in excess of that originally planned. Temporary employees are not eligible for benefits [with the exception of paid sick leave as set forth in the paid sick leave policy](#).

Formatted: Not Highlight

## Meal and Rest Periods

All employees who are scheduled to work at least five consecutive hours will receive an uncompensated, uninterrupted, and duty-free meal period of at least 30 minutes. In addition, employees who are scheduled to work at least four consecutive hours will receive one compensated 10-minute rest period for each four-hour work period.

Employees with Aircraft Rescue Firefighting job duties may encounter days which do not allow for an uninterrupted, duty free meal period. If the operational demands of the Airport require an employee to work through this period, the employee will be compensated for such time, so long as it is approved by the employee's supervisor, prior to the occurrence.

## Grand Junction Regional Airport Benefits

---

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

### **Your Pay**

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

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

### **Call Back Pay**

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

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

### **Timekeeping Procedures**

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

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

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

Any changes or corrections to your timecard or time record must be initialed by you and your ~~Department Manager~~[Department Director](#). Under no circumstances may any employee punch or record another employee's timecard.

## **Pay Deductions**

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

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

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

## **Expense Reimbursement**

Grand Junction Regional Airport reimburses employees for expenses reasonably incurred on behalf of the Grand Junction Regional Airport and approved in advance by Grand Junction Regional Airport management. All requests for reimbursement should be submitted to your supervisor for consideration. Submission of original receipts are required for all reimbursement requests.

## **Garnishments & Support Orders**

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

### **Debts to Employer**

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

### **Court-Ordered Garnishments**

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

### **Federal Tax Levies**

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

### **Support Orders**

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

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

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

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

### **Administrative Fees**

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

### **Paid Time Off**

#### **General Information and Eligibility**

Full-time employees accrue Paid Time Off to use for vacations, holidays, ~~illness, off the job injury,~~ medical/dental appointments, personal business, childcare, pregnancies, bereavement, family emergencies, [to supplement paid sick leave](#), or for any other valid absence as determined by his/her ~~Department Manager~~[Department Director](#). Use of PTO to supplement paid sick Leave shall comply with the Paid Sick Leave policy below.

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

**Bi-weekly and Annual Accrual Amounts**

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

**PTO Accrual Breakdown**

**Years of Service 1-4**

80.00 Holiday Hours (3.07 Hours per Pay Period)  
 163.88 Paid Time Off Hours (6.30 Hours per Pay Period)

**Years of Service 5-9**

80.00 Holiday Hours (3.07 Hours per Pay Period)  
 189.88 Paid Time Off Hours (7.30 Hours per Pay Period)

**Years of Service 10 or more**

80.00 Holiday Hours (3.07 Hours per Pay Period)  
 215.88 Paid Time Off Hours (8.30 Hours per Pay Period)

**Maximum Accumulation of Time Off**

Years of Service	Annual Accrual Hours	Max Accrual
1 through 4	243.88 Hours	<del>220</del> -300 Hours
5 through 9	269.88 Hours	<del>280</del> -330 Hours
10 or more	295.88 Hours	360 Hours

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

Employees may not accrue over their maximum accrual limit, unless the overage is caused by the Airport and approved by the Administration Department and the ~~Airport Manager~~[Executive Director](#).

## PTO and Holidays

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

### Observed Holidays

New Year's Day	January 1 <sup>st</sup>
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11 <sup>th</sup>
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25 <sup>th</sup>

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

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

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

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

### Scheduling Paid Time Off

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

## Scheduled Use

The scheduling of time off shall be at the discretion of the supervisor and/or ~~Department Manager~~Department Director based upon operational needs. ~~Every reasonable effort will be made to accommodate the employee's requested Paid Time Off.~~

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

## Unscheduled Leave

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

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

## Payment for PTO at Separation

Upon separation, full-time employees will be paid for all accrued but unused PTO: part-time ~~employees will not be paid for unused PTO.~~

## Paid Sick Leave

Full-time employees are credited three and one half (3.5) hours of Sick Leave per pay period. ~~Sick Leave benefits are intended solely to provide income protection in the event of illness, or injury and or any other basis set forth in the Colorado HFWA and may not be used for any other absence unless approved by your Department Director or Executive Director~~

Full-time employees accumulate Sick Leave ~~accumulates from year to year with~~ up to a maximum accrual limit of 520 hours.

Effective *May 20, 2015*, employees with a Sick Leave bank in excess of 520 hours will be permitted to keep the unused leave for future use, however, no hours will accrue above the 520-hour limit, and once the bank falls below 520 hours, the employee will be subject to the 520 hour maximum accrual limit. ~~Full-time employees with a Sick Leave balance in excess of 520 hours~~ will only be permitted to use a maximum of 520 hours in a 12-month period.

Part-time and temporary employees are credited one (1) hour of Sick Leave for every thirty (30) hours worked. ~~Sick Leave benefits for part-time employees are intended to provide income protection for employees to be absent from work for all purposes under the Colorado HFWA. Part-time and temporary employees accumulate Sick Leave~~ ~~accumulates~~ up to a maximum accrual limit of 52 hours ~~and part-time employees may not use more than 52 hours of Sick Leave in a 12-month period.~~

Employees may use Sick Leave for the following reasons:

- 1) The employee has or is caring for a family member that has a mental or physical illness, injury, or health condition that prevents the employee from working;
- 2) The employee or family member the employee is caring for needs to obtain a medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition;
- 3) The employee or a family member the employee is caring for needs to obtain preventive care; or
- 4) The employee or a family member has been the victim of domestic abuse, sexual assault, or harassment and the use of leave is to seek medical attention, obtain services from a victim services organization, obtain mental health, seek relocation or seek legal services.

For purposes of this policy, a family member is defined as another person related by blood, marriage, civil union or adoption; foster or legal guardianship; or any person whom the employee is responsible for providing or arranging health-related care as defined in the Colorado Healthy Families and Workplaces Act.

In the event of a public health emergency related to infectious pandemics, epidemics or bioterrorism, full-time employees may use 80 hours of paid sick (part-time employees may use an amount equal to how much they are scheduled to work or work on average in a 14-day period) leave for the following reasons:

- 1) The employee's need to self-isolate or seek medical care after experiencing symptoms or being diagnosed with a communicable illness that is the cause of the public health emergency;
- 2) The employee's need to seek preventive care or to care for a family member who is

Formatted: Not Highlight

Formatted: Font: 12 pt

Formatted: Font: 12 pt

seeking preventive care concerning a communicable disease that is the cause of the public health emergency;

- 3) The employee's need to care for a family member who is self-isolating or needs medical care after experiencing symptoms of or being diagnosed with an illness that is the cause of the public health emergency;
- 4) The employee's inability to work due to a health condition that may increase the employee's susceptibility to or risk of a communicable disease that is the cause of the public health emergency;
- 5) The Airport or a public official or health authority with jurisdiction over the Airport determines that the employee's presence on the job or in the community would jeopardize the health of others because of the employee's exposure to the communicable disease that is the cause of a public health emergency or because the employee is exhibiting symptoms of the communicable disease regardless of whether the employee has been diagnosed with the communicable illness;
- 6) The employee's need to care for a family member after the family member's employer or a public official or health authority with jurisdiction over the family member's employer determines that the family member's presence on the job or in the community would jeopardize the health of others because of the family member's exposure to the communicable disease that is the cause of a public health emergency or because the family member is exhibiting symptoms of the communicable disease regardless of whether the family member has been diagnosed with the illness; or
- 7) The employee's need to care for their child or other family member because the individual's childcare provider is unavailable due to a public health emergency, or if the individual's school or place of care has been closed by a public official or at the discretion of the school or place of care due to a public health emergency, including if a school or place of care is physically closed but providing instruction remotely.

If an employee does not have enough accrued Sick Leave for use during a public health emergency (80 hours for full-time employee and prorated amount for part-time employee), the employee may use PTO. If the employee has used all accrued Sick Leave and PTO, the Airport may supplement the employee's accrued paid leave as necessary.

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

~~Eligible employees may use Sick Leave for an absence due to their own illness or injury. Unscheduled use of PTO will be used for a period of three (3) consecutive days before Sick Leave is authorized. In the event a need for continued time off is necessary, employees shall be allowed to use Sick Leave for the remainder of the leave. For paid sick leave of four or more consecutive workdays, the employee may be asked to bring medical certification verifying that the Sick Leave is for a purpose authorized by this policy.~~  
~~their illness.~~

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Indent: Left: 0", First line: 0"

~~If an employee suffers from an on the job injury or illness and is restricted from regular duty, the employee will not be required to first use three (3) consecutive days of Paid Time Off but will be eligible to use Sick Leave in accordance with the Workers' Compensation policy of the handbook.~~

~~In the event of your documented life threatening illness/injury, or the need of an immediate family member, or a public health emergency, additional Sick Leave may be granted depending on the Airport's ability to accommodate additional leave and with approval of the Administration Department or Airport Manager/Executive Director.~~

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

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

- |                            |                             |                              |
|----------------------------|-----------------------------|------------------------------|
| <del>* Parents</del>       | <del>* Brother</del>        | <del>* Spouse</del>          |
| <del>* Stepparents</del>   | <del>* Sister</del>         | <del>* Child</del>           |
| <del>* Father in law</del> | <del>* Stepbrother</del>    | <del>* Stepchild</del>       |
| <del>* Mother in law</del> | <del>* Stepsister</del>     | <del>* Grandchild</del>      |
| <del>* Grand Parents</del> | <del>* Brother in law</del> | <del>* Son in law</del>      |
|                            | <del>* Sister in law</del>  | <del>* Daughter in law</del> |

~~-Employees should communicate to their supervisor their need to use Sick Leave as early as possible and shall make a reasonable effort to schedule the use of paid Sick Leave in a manner that does not unduly disrupt the Airport's operations.~~

## Medical Insurance

The Airport offers medical insurance coverage for our eligible employees and eligible dependents, beginning on the first day of the month after completion of your sixty (60) day introductory period.

Costs of coverage are outlined in the Airport's Benefit Handout and are subject to change. Dependent coverage is also available, for a specific dollar amount each month depending on the level of coverage chosen. Employee's costs for medical insurance will be processed through payroll deductions.

Please consult the applicable plan document for all information regarding eligibility, coverage and benefits. The plan document ultimately governs your entitlement to benefits. Additionally, you may contact the Administration Department for additional information and specific costs.

## IRS Section 125 -- Cafeteria Plan

The Airport is able to offer eligible employees the ability to pay for certain insurance coverage with "before tax" dollars rather than "after tax" dollars. As you become eligible for these benefits and you elect to cover yourself and/or your family, you will become eligible to participate in our

**Commented [ASI4]:** I took this out too because additional leave in the event of a public health emergency is addressed above; and we discussed that if an employee exhausts their sick leave they can supplement with PTO.

**Commented [ASI5]:** This is defined above pursuant to HFWA.

Section 125 -- Cafeteria Plan. The terms and conditions of the Plan are controlled by the applicable plan document. A plan summary will be made available to you if you enroll for insurance.

### **Health Insurance Continuation**

In the event of termination of employment, former employees and dependents who were covered for the previous 3 months will be permitted to continue healthcare insurance for up to 18 months in accordance with Federal and Colorado State law.

### **COBRA**

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) helps employees and their dependents to continue their health insurance even if they are no longer eligible under our health plan. Covered employees and their dependents who lose insurance coverage for any of the following reasons are eligible to continue medical and dental insurance through COBRA:

- Termination
- Reduction in hours
- Divorce or legal separation
- Death of the employee
- Eligibility for Medicare
- Loss of dependent child status under the plan

All administrative rules and processes, such as open enrollment periods, as well as changes in plan benefits and premiums, apply to those on continuation coverage. Please refer to the medical insurance plan document or contact the Administration Department for more information.

### **Dental and Vision Insurance**

Dental and vision insurance coverage may be available through the Airport for our eligible employees and eligible dependents. Eligibility requirements and costs of coverage are outlined in the Airport's Benefit Handout and are subject to change. Please consult the applicable plan document for all information regarding eligibility, coverage and benefits. The plan document ultimately governs your right to benefits.

### **Life Insurance**

The Airport offers life insurance coverage for full-time employees, beginning on the first day of the month after hire. The Grand Junction Regional Airport pays the entire cost of this insurance. Please consult the applicable plan document for all information regarding eligibility, coverage and benefits. The plan document ultimately governs your right to benefits.

Additional life insurance benefits may be available at an additional cost to Employees.

## **Colorado Public Employers Retirement Association**

The Grand Junction Regional Airport Authority provides employees with Colorado Public Employees Retirement Association (PERA).

PERA is a substitute for Social Security. Benefits are pre-funded, which means while an employee is working, he or she is required to contribute a fixed percentage of their salary to the retirement trust funds and the Airport will also contribute a fixed percentage for each employee in accordance with the current PERA plan requirements.

### **401(k) Retirement Savings Plan**

The Airport Authority offers a 401(k) plan through Colorado PERA. The Colorado PERA 401(k) Plan is a voluntary defined contribution plan. If an employee elects to contribute funds into a Colorado PERA 401(k) Plan, the Airport will match the funds contributed, up to 4% of an employee's gross pay per calendar year, beginning January 1<sup>st</sup>. The employee must contribute to the Plan for the Airport to match the funds. The funds contributed are matched dollar for dollar, up to a maximum of 4% of the employee's gross pay per calendar year. The Airport Authority will only match funds for full-time regular employees who have at least one (1) year of service. For additional information, contact the Administration Department.

### **Long-Term Disability Insurance**

The Airport Authority provides access to long-term disability insurance coverage for our eligible employees, beginning on the first day of the month after completion of your sixty (60) day introductory period. Third party providers may provide this coverage directly to you. You are responsible for the entire cost of this insurance. Consult the applicable plan document for all information regarding eligibility, coverage and benefits. The plan document ultimately governs your entitlement to benefits.

### **Health and Wellness Benefit**

Grand Junction Regional Airport encourages employees to achieve and maintain a healthy lifestyle through physical fitness, therefore the Airport has established a benefit for the reimbursement of an individual gym membership.

Gym membership reimbursement is available to full-time employees who have been employed for a minimum of 6 months.

Employees will be reimbursed for an amount determined annually during the budget cycle, for eligible fees. Eligible fees include annual or monthly fees for an individual membership at a fitness center. Enrollment fees (if applicable) are ineligible. Employees with a family membership must provide documentation of the cost for an individual membership and will be reimbursed based upon that amount.

Employees must follow the reporting procedure to be reimbursed. A reimbursement request and copy of the receipt must be submitted, prior to reimbursement. Reimbursement reports must be submitted to the Administration Department.

Recreational activities, weight-loss programs, smoking-cessation programs, and other similar programs, although encouraged as part of an overall fitness program, do not qualify for reimbursement.

The amount reimbursed to employees will be reported as taxable income to the Internal Revenue Service and is subject to FICA, Medicare, federal, state, and local taxes.

Employees should consult with a physician before beginning a physical regimen.

### **Training and Educational Assistance**

Employees may be given the opportunity to attend training or educational programs in the course of their employment. The Grand Junction Regional Airport may prepay, pay, or reimburse employees for the cost and certain expenses associated with attending an approved training or educational course. To receive reimbursement, the employee must (1) receive advanced written authorization from their direct supervisor to attend the course and (2) successfully complete the course.

Employees should contact the Administration Department before registering for any training or other educational course to learn whether the program will be covered under the Grand Junction Regional Airport's policy. The Grand Junction Regional Airport is not responsible for the payment or reimbursement of any costs or expenses associated with an employee's attendance at a lecture, training program or other educational program, if the employee fails to receive advanced written authorization and/or the employee fails to successfully complete the course. Employees who leave the Airport within one year of receiving training or educational assistance may be required to reimburse the Airport for some of all of the training and educational assistance costs.

### **Civic Duties**

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

#### **Jury Duty**

An employee served with a summons to jury duty must inform his/her supervisor by the next regular workday and provide a copy of the summons. Employees will receive leave for jury duty. An employee who is called to perform jury duty will receive their regular compensation for any regularly scheduled working hours spent in the actual performance of such service. However, if an employee is scheduled to work a night shift on the same day the employee serves on a jury, the employee will be granted leave from work for the entire day and will receive their regular

compensation for the hours they would have worked on the night shift. Employees shall remit to the Airport any pay (excluding expense reimbursement) received from the government for jury duty that covers the same period for which the employee is receiving pay from the Airport. The Airport's obligation to pay compensation while an employee is on jury duty is conditioned on the employee providing the Airport with a jury service certificate from the Court confirming that the employee was on jury duty for that period. Except as otherwise provided herein, employees are expected to return to work on any day or portion of day they are released from jury duty.

### **Witness Duty**

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

### **Voting**

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

### **Family Medical Leave Act (FMLA)**

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

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

- An overnight stay in a medical care facility, OR
- Continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents a qualified family member from participating in school or other daily activities.

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

## **Military Caregiver Leave**

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

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

### **Eligibility and Terms of Leave**

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

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

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

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

The Airport will inform employees requesting leave whether they are eligible under FMLA. If they are, the notice will specify any additional information required. If they are not eligible, the Airport will provide the reason for the ineligibility. The Airport will also inform employees if leave will be designated as FMLA protected and the amount of leave counted against the

employee's leave entitlement. If the Airport determines that the leave is not FMLA-protected, the Airport will notify the employee.

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

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

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

The Airport will maintain equivalent coverage and premium level under the Airport's group health plan for the duration of an employee's FMLA leave. The Airport may recover any benefit premiums paid for the employee if the employee fails to return from leave, unless the failure to return from leave has resulted from a continuation of a serious health condition or other circumstances beyond the employee's control.

Employees who are on approved FMLA leave will continue to accrue paid time off and Sick Leave benefits at their regular accrual rate.

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

#### **Leave Without Pay Not Covered by FMLA**

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

A request for a leave of absence without pay may be granted by the Executive Director, at his/her sole discretion, depending on the merits of the individual case. If approved, an employee may work a modified schedule while taking periods of leave without pay. In this circumstance, the employee will accrue personal time off based on the number of hours actually worked.

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

- The Airport may fill a position formerly held by an employee on leave without pay.
- Fringe benefits shall not accrue during a period of leave without pay not covered by the FMLA, nor will the Airport make any contributions during such period for retirement or group insurance programs. However, the employee may participate in the group

insurance programs during such period, provided the employee deposits in advance with the Airport the amounts necessary to cover the total cost of the premiums. Computation of service, for pension purposes other benefit plans, and the effect of leave without pay will be determined in accordance with the provisions of the applicable plan.

- The Airport may make reasonable efforts to reinstate the employee to the same position previously occupied or to a similar position following a leave of absence. The Airport, however, cannot guarantee that the same position or a similar position will be available at the time an employee desires to return to work.
- In the event an employee has been granted leave without pay and the Airport decides to fill the position while the employee is on leave, the employee will be given written notice of the Airport's decision and the option to return to work on a designated date. The designated return to work date shall be no less than two (2) weeks after the date of the notice. This notice will be sent via first class mail to the last official address provided by the employee. The employee shall have one week from the date of the notice to advise the Airport whether he or she will return to work on the designated date. If the employee fails to respond timely or advises the Airport that he or she will not return to work on the designated date, the employee shall be deemed to have resigned from his or her employment with the Airport. The resignation shall be effective the date the employee advises the Airport of his or her intent not to return to work or ten days after the date of the notice, whichever occurs first.

## **Bereavement Leave**

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

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

- |                 |                  |                   |
|-----------------|------------------|-------------------|
| ▪ Parents       | ▪ Brother        | ▪ Spouse          |
| ▪ Stepparents   | ▪ Sister         | ▪ Child           |
| ▪ Father-in-law | ▪ Stepbrother    | ▪ Stepchild       |
| ▪ Mother-in-law | ▪ Stepsister     | ▪ Grandchild      |
| ▪ Grand Parents | ▪ Brother-in-law | ▪ Son-in-law      |
|                 | ▪ Sister-in-law  | ▪ Daughter-in-law |

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

## **Military Leave of Absence**

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

## **Volunteer Firefighter Leave**

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

# **Safety & Health**

---

## **Accident Reporting and Investigation**

Grand Junction Regional Airport recognizes that all incidents/accidents have a cause and that recurrence of similar incidents/accidents must be prevented or controlled. The purpose of reporting and investigating incidents/accidents is to determine the cause(s) and make recommendations to prevent their recurrence. Certain accidents and occupational diseases must be reported to Federal and State agencies. It is important that such accidents/diseases be reported as soon as possible.

This policy requires that all significant "accidents," "incidents," and "occupational diseases" be reported and investigated. Accidents are unexpected, unplanned occurrences that result in injury or harm to people, property, or the environment. Incidents are near accidents that could have resulted in significant injury or harm to people, property, or the environment. An occupational disease is any abnormal condition or disorder caused by exposure to environmental factors directly associated with employment. Occupational diseases include acute and chronic illnesses that are caused by inhalation, absorption, ingestion, or direct contact. Incident/Accident Report Forms are

available from all managers and supervisors. Supervisors must provide all of the information requested on the form. Copies of the form must be forwarded to the Administration Department within 72 hours after the accident or incident.

All managers and supervisors are responsible for enforcing this policy. Supervisors are also responsible for ensuring that all incidents, accidents, and occupational diseases within their respective areas and/or scope of responsibility are reported, recorded, and investigated in accordance with this policy. Specifically, supervisors must complete and file the Incident/Accident Report Form and, where appropriate, the Worker's Compensation First Notice of Injury Form. Such reports are to be filed as soon as possible, but in no case more than 72 hours after the accident or incident. Employees are responsible for notifying their supervisor of any accident or incident when it occurs, even if no medical attention is required. Employees also are responsible for cooperating with their supervisor and investigation teams in completing required reports.

### **Workers' Compensation**

Employees of Grand Junction Regional Airport are covered by Workers' Compensation insurance, which provides compensation and/or medical benefits to any employee who has been injured or becomes ill due to a job-related accident, sickness, or death. Premiums are paid by the Grand Junction Regional Airport, and benefits are paid in accordance with Colorado law.

Employees must immediately notify their supervisor of all on-the-job accidents, as outlined in the accident reporting policy.

Injured workers are required to obtain authorization for medical care through their supervisor prior to visiting the hospital or clinic. Also, injured workers must use our designated provider facilities. The use of a different provider or out-of-network medical facility could result in an expense to the injured worker.

In an emergency, the injured person should be sent to the nearest emergency room for treatment. In the case of an emergency, contact 911 and let the paramedics make the decision on where the patient is to be treated. Once the patient is stabilized, he/she can be transferred to our designated provider's facility.

Whenever possible, temporary light duty will be provided for a work-related injury, illness or disease in accordance with written physical limitations provided by the treating physician. Failure of the employee to participate in approved temporary light duty may result in loss of worker's compensation benefits and/or termination of employment, consistent with applicable laws.

After the employee begins workers' compensation leave, the weekly benefit may be supplemented by using accrued Sick Leave up to the amount needed to approximate the employee's regular base pay prior to the injury or illness. If the employee exhausts his/her accrued Sick Leave, the employee may use PTO to supplement the weekly benefit. In no event will the compensation of the weekly benefit and the use of accrued Sick Leave and/or PTO exceed the employee's regular base pay. An employee who chooses to use Sick Leave and/or PTO shall comply with the Airport's

Paid Sick Leave and PTO policies. Should the injury be such that the employee is unable to return to work after exhausting all accrued Sick Leave and PTO, the employee will receive workers' compensation payments only.

### **Alcohol and Drug Policy**

All employees are prohibited from manufacturing, cultivating, distributing, dispensing, possessing or using illegal drugs or other unauthorized or mind-altering or intoxicating substances while on Grand Junction Regional Airport property (including parking areas and grounds), or while otherwise performing their work duties away from Grand Junction Regional Airport. This prohibition specifically includes marijuana, whether it is recommended for a medical purpose, or possessed legally under State law. The prohibition also includes other lawful controlled substances that have been illegally or improperly obtained. This policy does not prohibit the possession and proper use of lawfully prescribed drugs taken in accordance with the prescription.

Employees are also prohibited from having any such illegal or unauthorized controlled substances in their system while at work (including marijuana recommended for medical purposes or possessed legally under State law), and from having excessive amounts of otherwise lawful controlled substances in their systems. This policy does not apply to the authorized possession of legal drugs where such activity is a necessary part of an employee's assigned duties.

All employees are prohibited from distributing, dispensing, possessing or using alcohol while at work or on duty. Furthermore, off-duty alcohol use, while generally not prohibited by this policy, must not interfere with an employee's ability to perform the essential functions of his/her job.

### **Prescription Drugs**

The proper use of medication prescribed by your physician is not prohibited; however, the Airport does prohibit the misuse of prescribed medication. Employees' drug use may affect their job performance, such as by causing dizziness or drowsiness. Employees are required to disclose any medication that would make them a risk of harm to themselves or to others in performing their job responsibilities. It is the employee's responsibility to determine from his/her physician whether a prescribed drug may impair job performance.

### **Notification of Impairment**

It shall be the responsibility of each employee who observes or has knowledge of another employee in a condition which impairs the employee in the performance of his/her job duties, or who presents a hazard to the safety and welfare of others, or is otherwise in violation of this policy, to promptly report that fact to his/her immediate supervisor.

### **Who is Tested**

All employees are subject to pre-employment and random screening. Employees will be tested for drugs and alcohol after a work-related accident or if observed using a prohibited substance on the

job. Additionally, employees may be required to submit to drug/alcohol screening whenever the Grand Junction Regional Airport has a reasonable suspicion that they have violated any of the rules set forth in this policy. Reasonable suspicion may arise from, among other factors, supervisory observation, co-worker reports or complaints, performance decline, attendance or behavioral changes, results of drug searches or other detection methods, or involvement in a work-related injury or accident.

### **Discipline**

Violation of this policy or any of its provisions may result in discipline up to and including termination of employment.

### **Enforcement Policy**

In order to enforce this policy and procedures, Grand Junction Regional Airport may investigate potential violations and require personnel to undergo drug/alcohol screening, including urinalysis, saliva tests, hair follicle tests, blood tests or other appropriate tests, and where appropriate, searches of all areas of the Grand Junction Regional Airport's physical premises, including, but not limited to work areas, personal articles, employees' clothes, desks, work stations, lockers, and personal and Grand Junction Regional Airport vehicles. Employees will be subject to discipline up to and including discharge for refusing to cooperate with searches or investigations, refusing to submit to screening, or for failing to execute consent forms when required by the Grand Junction Regional Airport.

### **Investigations/Searches**

Where a manager or supervisor has reasonable suspicion that an employee has violated the substance abuse policy, the supervisor, or his designee, may inspect vehicles, lockers, work areas, desks, purses, briefcases, and other locations or belongings without prior notice, in order to ensure a work environment free of prohibited substances. An employee may be asked to be present and remove a personal lock. Locked areas or containers do not prevent the Grand Junction Regional Airport from searching that area, thus employees should have no expectation of privacy for personal belongings brought on Grand Junction Regional Airport premises. Where the employee is not present or refuses to remove a personal lock, the Grand Junction Regional Airport may do so for him or her and compensate the employee for the lock. Any such searches will be coordinated with a representative of management. The Grand Junction Regional Airport may use unannounced drug detection methods to conduct searches.

### **What Happens When An Employee Tests Positive For Prohibited Substances**

All employees who test positive in a confirmed substance test will be subject to discipline, up to and including termination.

## **Grand Junction Regional Airport Rules and Policies**

---

### **Grand Junction Regional Airport Policies**

This section of your handbook discusses your responsibilities to Grand Junction Regional Airport as an employee. Please thoroughly familiarize yourself with these policies and apply them in your work.

The following policies focus on basic rules that may not be violated under any circumstances. Violation of any of these basic rules, the policies in this handbook, or any other policy of the Grand Junction Regional Airport may lead to discipline, up to and including immediate termination. This list is not all inclusive and there may be other circumstances for which employees may be disciplined, up to and including immediate termination. If you have any questions about these basic rules, or what the Airport expect of you as one of our employees, please discuss them with your supervisor.

These rules do not alter the at-will nature of your employment. You have the right to terminate your employment at any time, with or without cause or notice, and the Grand Junction Regional Airport has the same right.

### **Absenteeism and Tardiness**

Each employee is expected to be at work on time each day and to remain there throughout his or her scheduled shift. Absenteeism or tardiness, even for good reason, is disruptive to our operations and interferes with our ability to satisfy our customers' needs. Absenteeism or tardiness can result in discipline, up to and including termination.

If you are going to be late or absent from work for any reason, you must personally notify your supervisor as far in advance as possible so that proper arrangements can be made to handle your work during your absence. Of course, some situations may arise in which prior notice cannot be given. In those circumstances, you are expected to notify your supervisor as soon as possible. Leaving a message, voice mail or sending an email or text message does not qualify as notifying your supervisor - you must personally contact your supervisor. If you are required to leave work early, you must also personally contact your supervisor and obtain his/her permission.

When absence is due to illness, the Grand Junction Regional Airport may require appropriate medical documentation.

Although an employee may be terminated at any time for failing to report to work without contacting the Grand Junction Regional Airport, if an employee who fail to report for work or call in for three (3) consecutive calendar days they will be considered to have abandoned their job and will be terminated.

## **Attitude**

Every employee should display a positive attitude toward their job. A negative attitude creates a difficult working environment and prevents the Grand Junction Regional Airport from providing quality service to our customers.

## **Bulletin Boards**

Grand Junction Regional Airport may maintain a bulletin board(s) as a source of information. This bulletin board is to be used solely to post information approved by the Grand Junction Regional Airport regarding Grand Junction Regional Airport policies, governmental regulations, and other matters of concern to all employees and related to the employees' employment by the Grand Junction Regional Airport. No information may be placed on these bulletin boards without the prior approval of the Administration Department.

## **Airport Keys/Entry Cards**

Each Grand Junction Regional Airport employee to whom a key and/or entry card is given is responsible for proper use of that key and/or entry card and will be required to sign for it. A lost or misplaced key and/or entry card must be reported immediately to your supervisor. Never duplicate or loan a key and/or entry card to anyone for any reason. See your supervisor if you need another key and/or entry card. All keys and/or entry cards must be turned in to the Security Department upon separation from the Grand Junction Regional Airport. Employees who take a leave of absence must turn in any keys and/or entry cards prior to beginning their leave.

## **Airport Relationships Policy**

Grand Junction Regional Airport has adopted this policy in recognition of its responsibility to provide guidelines on and to caution employees of the potential problems posed by romantic and sexual relationships with other employees. These problems include conflicts of interest, interference with the productivity of coworkers, and potential charges of sexual harassment. These problems can be particularly serious in situations in which one person has a position of authority over the other, such as in a supervisor-subordinate position.

Grand Junction Regional Airport does not prohibit consensual amorous relationships between employees, but it does impose the following restrictions:

- Grand Junction Regional Airport prohibits supervisors and managers from engaging in amorous or sexual relationships with subordinates and requires the supervisor or manager to disclose the existence of such relationship immediately. If such a relationship exists, supervisors and managers are required to take steps to resolve any potential conflict of interest or impropriety created by the relationship.
- All employees must avoid amorous or sexual relationships with other employees that create conflicts of interest, potential charges of sexual harassment, or discord or distractions that

interfere with other employees' productivity.

- All employees are expected to behave in a professional manner and avoid inappropriate displays of affection, etc., in the work environment.

If you have any questions, or would like to discuss this policy further, please contact the Administration Department.

### **Airport Vehicles**

Only authorized employees may use Grand Junction Regional Airport vehicles. If a Grand Junction Regional Airport vehicle incurs any damage while under the charge of a particular employee, that employee will be responsible for reporting the damage immediately.

You must hold a valid State driver's license for the class of vehicle you are driving. Further, you may never use a motorcycle to conduct either business or provide transportation for a customer or fellow employee. All people in Grand Junction Regional Airport vehicles are required to use their seatbelts. Not using seatbelts in a Grand Junction Regional Airport vehicle may lead to disciplinary action, up to and including termination.

Only people authorized by your supervisor can be passengers in Grand Junction Regional Airport vehicles. Permitting unauthorized passengers may lead to disciplinary action, up to and including termination.

You must notify the Grand Junction Regional Airport immediately of any change in the status of your driving record. Any employee whose duties include the operation of Grand Junction Regional Airport or customer vehicles who is cited for D.U.I. or for any other alcohol or drug-related moving violation will be considered to have an unacceptable driving record and his or her continued employment will be subject to review. Any employee whose duties include the operation of Grand Junction Regional Airport or customer vehicles who becomes uninsurable under the Grand Junction Regional Airport's liability policy will be considered to have an unacceptable driving record and his or her continued employment will be subject to review.

If an employee receives a traffic citation while operating a Grand Junction Regional Airport or customer vehicle, the employee will be responsible for paying any fine or penalty. If an employee is involved in a traffic accident while operating a Grand Junction Regional Airport or customer vehicle, the employee is required to call a police officer to the scene of the accident. The employee must report the accident to their Supervisor or Administration immediately. Do not attempt to render medical care or assistance beyond your ability.

### **Company Issued Cell Phones, Radios, Computers, E-Mail, Voice Mail and Internet**

The following policy governs the use of all Grand Junction Regional Airport-owned computers, personal computers used for Grand Junction Regional Airport business, e-mail and voice mail systems, and Internet access via Grand Junction Regional Airport computers and/or data lines.

Personal computers used for Grand Junction Regional Airport business include laptops or home computers that are connected to the Grand Junction Regional Airport's network on a regular or intermittent basis.

All Grand Junction Regional Airport computers, e-mail and voice mail facilities, and Internet access accounts are the Grand Junction Regional Airport's property to be used to facilitate the business of the Grand Junction Regional Airport. All information that is temporarily or permanently stored, transmitted or received with the aid of the Grand Junction Regional Airport's computers, e-mail (including personal password-protected web-based e-mail) and Internet remain the sole and exclusive property of the Grand Junction Regional Airport. As such, employees should have no expectation of privacy in connection with their access and use of such equipment and systems.

Employees should not use or access the Grand Junction Regional Airport's computers, voice mail, e-mail and Internet systems in any manner that is unlawful, inappropriate, wasteful of Grand Junction Regional Airport resources, or contrary to the Grand Junction Regional Airport's best interests. These electronic tools are provided to assist employees with the execution of their job duties and should not be abused.

#### **Cell Phone Issuance and Usage**

An Airport cell phone may be issued under one or more of the following conditions:

- Job responsibilities require an employee to be away from regular landline access for extended periods of time and communication by the employee is necessary to fulfill job objectives.
- Cell phone use enhances the employee's personal safety on the job and provides communication during emergencies.
- The employee's role requires the ability to conduct two-way communication at all times.

The Airport entrusts employees with communications equipment to enhance productivity and safety. It is the employee's responsibility to use the equipment prudently to ensure the safety of themselves, their co-workers and the general public. Cell phones provided by the Airport are the property of the Airport and are to be used to conduct Airport business.

Employee responsibilities for use of Airport-owned cell phones include:

- Protecting the Airport-owned cell phone from theft, loss or damage.
- Immediately reporting loss or theft to supervisor or department head.
- As cell phone calls are not secure, using discretion while making sensitive or confidential calls.

The Airport reserves the right to monitor the use of all Airport-owned cell phones. Cell phone use in violation of any local, state, or federal law is prohibited. Cell phone use in violation of department work policies or for the purpose of personal financial gain is prohibited.

Airport-issued cell phones are issued for work-related activities. While it is understood that occasional personal calls of short duration may be necessary when no other immediate means of communication is available, personal calls, incoming and outgoing, must be kept to a minimum and must be incidental to business use. Employees should use good judgment when making personal calls and should recognize that the Airport incurs costs for each minute of airtime. Detailed phone call billing statements and records are subject to public records requests.

#### **Personal Use of Grand Junction Regional Airport-Provided Handheld Devices**

Where job or business needs demand immediate access to an employee, the Grand Junction Regional Airport may issue a business-owned handheld device to an employee for work-related communications. These handheld devices should be used in accordance with this policy. The Grand Junction Regional Airport reserves the right to deduct from an employee paycheck any charges incurred for an employee's personal or unauthorized use of the handheld devices.

#### **Recording Devices**

To maintain the security of our premises and systems, and the privacy of our employees and customers, the Grand Junction Regional Airport prohibits unauthorized photography, and audio or video recording of its employees, confidential documents, or customers. This prohibition includes the use of cell phones equipped with cameras and audio and video recording capabilities. Employees may not use a cell phone, camera phone, tablet, PDA, or any other handheld device in a manner that violates our No Harassment Policy, Equal Employment Opportunity Policy, or other Grand Junction Regional Airport policies. Employees may not use a cell phone, camera phone, tablet, PDA, or any other handheld device in any way that may be seen as insulting, disruptive, obscene, offensive, or harmful to morale. Employees who violate this policy are subject to discipline, up to and including immediate termination of employment.

#### **Safety Issues for Handheld Devices**

Employees are required to refrain from using their handheld devices while driving in connection with their job duties, except as set forth below. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, employees are required to pull over to the side of the road, safely stop the vehicle, and put the vehicle in park before using any handheld device. Under no circumstances are employees allowed to place themselves or anyone else at risk to fulfill business needs. Employees who are driving may not use any electronic wireless communications device to write, send, or read any text-based communication, including text messages, instant messages, and/or email messages under any circumstance.

Employees who are charged with traffic violations resulting from the use of their handheld devices while driving will be solely responsible for all liabilities that result from such actions. Employees who violate this policy will be subject to disciplinary action, up to and including termination.

### **Special Responsibilities for Managerial Staff**

As with any policy, management employees are expected to serve as role models for proper compliance with the provisions above and are encouraged to regularly remind employees of their responsibilities in complying with this policy.

### **Grand Junction Regional Airport Property**

All software that has been installed on Grand Junction Regional Airport computers and personal computers used for Grand Junction Regional Airport business is Grand Junction Regional Airport property and may not be used for any non-business, unlawful or improper purpose. In addition, all data temporarily or permanently received, collected, downloaded, uploaded, copied and/or created on Grand Junction Regional Airport computers, and all data temporarily or permanently received, collected, downloaded, uploaded, copied and/or created on non-Grand Junction Regional Airport computers used for Grand Junction Regional Airport business that relates in any manner to the Grand Junction Regional Airport's business is subject to monitoring by the Grand Junction Regional Airport, is the exclusive property of the Grand Junction Regional Airport and may not be copied or transmitted to any outside party or used for any purpose not directly related to the business of the Grand Junction Regional Airport.

Upon termination of employment, an employee shall not remove any software or data from Grand Junction Regional Airport-owned computers and shall completely remove all data collected, downloaded and/or created on non-Grand Junction Regional Airport computers used for Grand Junction Regional Airport business that relate in any manner to the Grand Junction Regional Airport's business. Upon request of the Grand Junction Regional Airport, a terminating employee shall provide proof that such data has been removed from all personal computers used for Grand Junction Regional Airport business.

### **Proper Use**

Employees are strictly prohibited from using Grand Junction Regional Airport computers, e-mail and voice mail systems, Grand Junction Regional Airport Internet access accounts, or personal computers used for Grand Junction Regional Airport business, for any improper purpose. The Grand Junction Regional Airport's Equal Employment Opportunity policy and Policy Against Unlawful Harassment and Discrimination extend to the use of the Grand Junction Regional Airport's computers, e-mail, voice mail and Internet systems and personal computers used for Grand Junction Regional Airport business. Any employee who uses the Grand Junction Regional Airport's computers, e-mail, voice mail and Internet systems in violation of these policies will be subject to discipline, up to and including immediate termination.

It is not possible to identify every type of inappropriate or impermissible use of the Grand Junction Regional Airport's computers, e-mail, voice-mail and internet systems. Employees are expected to use their best judgment and common sense at all times when accessing or using the Grand Junction Regional Airport's computers, e-mail, voicemail and internet systems. The following conduct, however, is strictly prohibited:

- Employees may not transmit, retrieve, download, or store inappropriate messages or images relating to race, religion, color, sex, sexual preference, national origin, citizenship status, age, disability, or any other status protected under Federal, State and local laws.
- Employees may not use the Grand Junction Regional Airport's computers, e-mail, voice mail and Internet systems in any way that violates the Grand Junction Regional Airport's policy against unlawful harassment, including sexual harassment. By way of example, employees may not transmit messages that would constitute sexual harassment; may not use sexually suggestive or explicit screen savers or backgrounds; may not access, receive, transmit or print pornographic, obscene or sexually offensive material or information; and may not transmit, retrieve, download, store or print messages or images that are offensive, derogatory, defamatory, off-color, sexual in content, or otherwise inappropriate in a business environment. Employees are also prohibited from making threatening or harassing Statements to another employee, or to a vendor, customer, or other outside party.
- Employees are strictly prohibited from altering, transmitting, copying, downloading or removing any proprietary, confidential, trade secret or other information of the Grand Junction Regional Airport, or of the Grand Junction Regional Airport's customers. In addition, employees may not alter, transmit, copy or download proprietary software, databases and other electronic files without proper and legally binding authorization.
- Employees should not download, transmit, or retrieve messages from multinetwork gateways, real-time data and conversation programs including, but not limited to, instant messaging services (e.g. AOL Instant Messenger and Yahoo Messenger), Internet chat rooms and bulletin boards during their work shift, unless such activity is necessary for business purposes.
- Employees may not use or allow another individual to use the Grand Junction Regional Airport's computers, e-mail and Internet systems for any purpose that is either damaging or competitive with the Grand Junction Regional Airport or detrimental to its interests.
- Employees are strictly prohibited from using the Grand Junction Regional Airport's computers, e-mail or Internet systems in any manner that violates the Federal Anti-SPAM law.
- Employees must honor and comply with all laws applicable to trademarks, copyrights, patents and licenses to software and other electronically available information. Employees may not send, receive, download, upload or copy software or other copyrighted or otherwise legally protected information through the Grand Junction Regional Airport's computers, e-mail and Internet systems without prior authorization.

- Employees may not solicit personal business opportunities or conduct personal advertising through the Grand Junction Regional Airport's computers, e-mail or Internet systems.
- Employees may not engage in gambling of any kind, monitor sports scores, or play electronic games through the Grand Junction Regional Airport's computers, e-mail or Internet systems.
- Employees may not engage in day trading, or otherwise purchase or sell stocks, bonds or other securities or transmit, retrieve, download or store messages or images related to the purchase or sale of stocks, bonds or other securities through the Grand Junction Regional Airport's computers, e-mail or Internet systems.
- Please see our Social Media, Social Networking and Weblogs Policy for information about proper use of these applications.

### **Monitoring**

Employees should expect that any information created, transmitted, downloaded, received, reviewed, viewed, typed, forwarded, or stored in Grand Junction Regional Airport computers or personal computers used for Grand Junction Regional Airport business, or on the Grand Junction Regional Airport's voicemail system may be accessed by the Grand Junction Regional Airport at any time without prior notice. Employees should have no expectation of privacy or confidentiality in such data, messages, or information (whether or not password-protected), or that deleted messages are necessarily removed from the system.

The Grand Junction Regional Airport's monitoring policy may include, but is not limited to, physical inspection of home drives, memory devices, and handheld devices; review of content passing through the Grand Junction Regional Airport's network, data lines, and other systems, review of personal e-mail (including personal web-based password-protected e-mail) and text messages accessed using Grand Junction Regional Airport computers and/or Grand Junction Regional Airport data connections; key loggers and other input monitoring mechanisms; and use of screen monitoring software, hardware, and video drives.

### **Enforcement**

Violations of this policy may result in disciplinary action, up to and including termination of employment. Employees who damage the Grand Junction Regional Airport's computer system through unauthorized use may additionally be liable for the costs resulting from such damage. Employees who misappropriate copyrighted or confidential and proprietary information, or who distribute harassing messages or information, may also be subject to criminal prosecution and/or substantial civil money damages.

### **Code of Professional Conduct and Conflict of Interest**

It is the policy of the Grand Junction Regional Airport Authority to set standards of professional conduct for all its Employees to foster and protect the public trust in the Airport. The Airport has an established Code of Professional Conduct; please refer to the Policy for detailed information.

Employees shall at all times observe and comply with ethical and professional standards and other obligations imposed by constitution, statute or other provision of law. The Airport will not condone behavior or activities of its Employees that violate the law or participate in unethical business practices.

All Employees shall at all times conduct their affairs in such a manner as to avoid a conflict of interest. No Employees shall use their positions or confidential information gained in such work for personal gain or advantage.

### **Enforcement**

Violations of this policy may result in disciplinary action, up to and including termination of employment.

### **Damage to Property**

Deliberate or careless damage to the Grand Junction Regional Airport's property, as well as damage to your co-workers' or customers' property will not be tolerated. Employees who violate this rule may be subject to discipline, up to and including immediate termination.

### **Facsimile and Copy Machines**

Any non-business use of the facsimile and copy machines must be approved by management. Employees are prohibited from using these machines for the purpose of transmitting, receiving or copying materials, which may be deemed offensive or insulting. Any employee who receives such materials via facsimile transmission, the mail, or from any other source, should report the transmission immediately to their supervisor.

### **Fraud, Dishonesty and False Statements**

No employee or applicant may ever falsify any application, medical history record, invoice, paperwork, time sheet, timecard, investigative questionnaires or any other document. Any employee found to have falsified or made material misrepresentations or omissions on any such document will be subject to immediate termination of employment. If you observe any such violations, please report them to their supervisor immediately.

### **Gambling**

Gambling is prohibited on Grand Junction Regional Airport property, or through the use of the Grand Junction Regional Airport's property.

### **Hazardous and Toxic Materials**

If your job requires that you use hazardous or toxic materials, you are expected to comply with all laws, rules and regulations concerning their safe handling and disposal. If you have any questions

about the materials you work with or the proper safety or disposal procedures to follow, please discuss them with your supervisor before taking any action.

## **Honesty**

Our credibility with our customers is critical to our success. Misrepresentation to a customer is against Grand Junction Regional Airport policy and against the law. Under the law, an employee may be held personally liable for making misrepresentations to customers. Employees are expected to be honest in their dealings with their supervisors and co-workers.

## **Housekeeping**

Employees must maintain their own work areas and keep them in a presentable manner. At the close of each business day, ensure that all equipment is cleaned and put away. Employees will not litter or discard such items as cigarettes or wrappers on the premises. Remember, the Airport wants our customers to look at us as a professional, neat organization.

Work areas must be maintained in a clean, healthy and orderly fashion to prevent unsafe conditions and potential accidents. If you observe conditions or equipment which are potentially dangerous, report them immediately to your supervisor. It is each employee's responsibility to make sure the work area is clean and orderly at the completion of the scheduled work shift.

## **Illegal Activity**

Employees are not permitted to engage in any kind of illegal activity on duty or on Grand Junction Regional Airport's property, or while off the job which reflects detrimentally on the Grand Junction Regional Airport's reputation. "Illegal activity" is defined as any activity or conduct which violates federal or state law or local ordinance, or which would violate any rule or regulation promulgated by a federal or state agency with regulatory authority for the Airport.

## **Insubordination**

All employees have duties to perform and everyone, including your supervisor, must follow directions from someone. It is against our policy for an employee to refuse to follow the directions of a supervisor or management official or to treat a supervisor or management official in an insubordinate manner in any respect. Employees must fully cooperate with Grand Junction Regional Airport investigations into potential misconduct. Refusal to fully disclose information in the course of a Grand Junction Regional Airport investigation constitutes insubordination and will not be tolerated.

## **Media Inquires**

Employees must not speak to reporters on behalf of the Airport. Individuals who talk directly to reporters without going through the proper channels risk providing incorrect or confidential information. Media inquiries should be directed to either the [Director of External Affairs or the Airport Manager](#)~~Executive Director or the Administration Manager~~.

## **Meetings**

From time to time, individual or staff meetings may be held for the purpose of providing instruction, training, or counseling or to review Grand Junction Regional Airport operating policies. You are required to attend all Grand Junction Regional Airport meetings involving your department or which you have been asked to attend.

## **Misuse of Property**

No employee should misuse, or use without authorization, equipment, vehicles or other property of customers, vendors, other employees of the Grand Junction Regional Airport.

## **Nepotism Policy**

Members of the same family or household, and those involved in a romantic relationship, are eligible for employment with Grand Junction Regional Airport. Except as provided in this procedure, a direct supervisory relationship shall not exist between family or household members or those in a romantic relationship, nor shall one member of a family or household or romantic relationship assume the role of investigator, or decision-maker with respect to i) processing complaints or allegations from or against, or ii) making decisions on personnel matters concerning a family or household member or one with whom they have a romantic relationship.

## **Off-Duty Use of Facilities**

Employees may only access Airport Facilities in conjunction with authorized business activities. Employees are not to use Airport Identification or Access Media to access secured areas of the Airport at any time when not on official business. Employees are expressly prohibited from using Grand Junction Regional Airport property or equipment for personal use.

## **Off-Duty Social and Recreational Activities**

During the year, the Grand Junction Regional Airport may sponsor social or recreational activities for its employees. Your attendance at such social activities, however, is completely voluntary and is not work-related. Neither the Grand Junction Regional Airport nor its insurer will be liable for the payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

## **Outside Employment**

There have been times when most of us have had the opportunity or the need to have two jobs at one time. It is important that other employment, as well as outside interests, do not interfere in any way with an employee's job with Grand Junction Regional Airport. You should be careful that extra hours of work do not affect the safe operation of your job by leaving you tired and slow to react. Also, if your second job could create a potential conflict of interest, for example, working for a competitor, you are required to obtain written approval, in advance, from the Administration

Department and the ~~Airport Manager~~[Executive Director](#). All outside employment must be disclosed prior to accepting a second position. Please contact Administration for more information.

### **Overtime and Work Schedule**

Grand Junction Regional Airport may periodically schedule overtime or weekend work in order to meet operational needs. The Airport will attempt to give as much advance notice as possible, and the Airport expects that all employees who are scheduled to work overtime will be at work, unless excused by their supervisor. Hourly employees who work overtime will be compensated at a rate of one and one-half times their normal pay for all overtime hours worked. Any overtime work not scheduled by the Grand Junction Regional Airport must be pre-approved by your supervisor. Working overtime without your supervisor's approval may result in discipline, up to and including termination.

Your supervisor will inform you of the hours you are to work. Due to changing needs of our operations, your actual work schedule may vary from time to time. If it does, you will be notified by your supervisor. Management retains the right to reassign employees to a different shift where it is necessary for the efficient operation of the Grand Junction Regional Airport.

### **Parking**

So that the Airport will have sufficient and convenient parking for our customers, we require all our employees to park their vehicles in the area designated for employee parking. If you have any questions as to where you should park your vehicle, please ask your supervisor.

### **Personal Appearance and Behavior**

The Airport expects all employees to use good judgment in choosing dress and appearance and to present a neat, well-groomed appearance and a courteous disposition. The Airport feels that these qualities go further than any other factor in making a favorable impression on the public and your fellow workers.

Employees should dress and present themselves in a business-like manner that reflects professional standards. Flashy, skimpy, tight-fitting, revealing, and offensive and other non-business-like clothing are unacceptable. Employees who are provided with Grand Junction Regional Airport uniforms should keep them in a neat and clean condition. Some Employees are required to wear their provided uniforms during working hours. Please ask your Supervisor if you are required to wear a uniform. Employees who report to work in unacceptable attire may be requested to leave work and return in acceptable attire. Such time away from work will generally be without pay.

All employees are prohibited from reporting to work with any vulgar, offensive, profane, discriminatory, or like visible tattoos on their skin. Additionally, facial tattoos of any kind are prohibited. Any employee who has a tattoo that would be considered vulgar, offensive, profane,

or discriminatory must completely cover the tattoo at all times while the employee is working. Employees should keep this rule in mind when considering potential new tattoos.

Similarly, all employees are prohibited from reporting to work with visible piercings other than ear piercings with standard gauges. Any employee who has any other piercing that might be visible must plug the piercing with a skin-toned or invisible piercing retainer at all times while the employee is working.

Employees are also expected to behave and conduct themselves in a professional manner at all times in the workplace. Unprofessional behavior in the workplace, such as inappropriate comments, jokes, gestures, printed materials, sexually related conversations, inappropriate touching of another employee (including, but not limited to, kissing, hugging, massaging, and sitting on laps), and any other behavior of a sexual nature is prohibited. Employees who fail to observe these standards will be subject to disciplinary action, up to and including termination.

Employees are expected to observe the Grand Junction Regional Airport's personal appearance and behavior policy at all times while at work.

### **Personal Mail**

All mail which is delivered to Grand Junction Regional Airport is presumed to be related to our business. Mail sent to you at the Grand Junction Regional Airport will be opened by office personnel and routed to your department. If you do not wish to have your correspondence handled in this manner, please have it delivered to your home.

Grand Junction Regional Airport postage meters and letterhead may not be used for personal correspondence.

### **Personal Telephone Calls and Visits**

The Airport has a limited number of telephone lines at Grand Junction Regional Airport, and it is essential that we keep those lines open for business calls. Therefore, we ask our employees to refrain from making or receiving personal calls except in emergencies. International business calls must be cleared by your supervisor unless your job duties include the routine making of long-distance calls. Under no circumstances are employees permitted to use Grand Junction Regional Airport telephones to call "900" lines or similar pay-per call services. Employees who violate this policy will be personally liable for unauthorized calls and will be subject to discipline, up to and including immediate termination.

Personal visits by friends or relatives during work hours can be disruptive to our operations and are strongly discouraged. If you receive a non-business-related visit from a friend or relative, you must notify your supervisor at the time of your guest's arrival and departure. Non-employees are strictly forbidden from entering unauthorized areas.

## **Personnel Records**

Recognizing the confidential nature of the information in your personnel record, Grand Junction Regional Airport limits access to the personnel records to you and those with proper authorization or pursuant to legal process. Personnel files are the property of Grand Junction Regional Airport and will be treated the same as any other confidential Grand Junction Regional Airport information.

No documents contained in your personnel file will be released without your consent, except pursuant to legal process. Any records of medical evaluation results will be maintained in a separate file, in accordance with legal requirements, and may only be reviewed by authorized individuals.

You may review your own personnel file with a Administration representative present to answer any questions, and you may request copies of all documents that you have previously signed or received. You may also correct or clarify personal information contained in your personnel file. Additionally, a manager may review your personnel file if you have a current reporting relationship to that manager or have been interviewed and are being considered for a position reporting to that manager. Your personnel records also are subject to review by investigative agencies, or during periodic internal audits conducted by the Grand Junction Regional Airport.

## **Poor Performance**

Employees are expected to make every effort to learn their job and to perform at a level satisfactory to the Grand Junction Regional Airport at all times. The following procedure may be used by Grand Junction Regional Airport in matters concerning unacceptable job performance or behavior, or disciplinary action. It is merely a framework for handling performance, behavior, or disciplinary problems, and does not guarantee that a set procedure will be followed in every case. Grand Junction Regional Airport retains the right to evaluate each case of unacceptable job performance or problem behavior and to take whatever disciplinary action it deems appropriate based on the total circumstances involved, including immediate termination, where appropriate.

Grand Junction Regional Airport management or an employee's supervisor will advise the employee verbally if he or she is not performing to acceptable standards. Documentation will be added to the employee's personnel file at this time. If satisfactory improvements are not made after a verbal warning, a written warning will be given to the employee for review and placed in the employee's personnel file. If the employee's performance does not improve to an acceptable level, further action will be taken, which may include suspension or termination.

## **Protection of the Grand Junction Regional Airport's Confidential Information**

As part of their employment with the Grand Junction Regional Airport, employees may be exposed to and/or provided with confidential and proprietary information ("Confidential Information") of the Grand Junction Regional Airport relating to the operation of the Grand Junction Regional Airport's business and its customers.

“Confidential Information” means information belonging to the Grand Junction Regional Airport, whether reduced to writing or in a form from which such information can be obtained, translated or derived into reasonably usable form, that has been provided to employees during their employment with the Grand Junction Regional Airport and/or employees have gained access to while employed by the Grand Junction Regional Airport and/or were developed by employees in the course of their employment with the Grand Junction Regional Airport, that is proprietary and confidential in nature.

Part of the consideration employees provide to the Grand Junction Regional Airport in exchange for their employment and continued employment with the Grand Junction Regional Airport is their agreement and acknowledgement that all Confidential Information developed, created or maintained by them shall remain at all times the sole property of the Grand Junction Regional Airport, and that if the Grand Junction Regional Airport’s Confidential Information were disclosed or used in an unauthorized manner, such disclosure or use would cause immediate and irreparable harm to the Grand Junction Regional Airport.

Employees will not, except as required in the conduct of the Grand Junction Regional Airport’s business or as authorized in writing by the Grand Junction Regional Airport, disclose or use during their term of employment or subsequent thereto any Confidential Information. Furthermore, all records, files, plans, documents and the like relating to the business of the Grand Junction Regional Airport which employees prepare, use or come in contact with shall be and shall remain the sole property of the Grand Junction Regional Airport and shall not be copied without written permission of the Grand Junction Regional Airport and shall be returned to the Grand Junction Regional Airport on termination or cessation of employment, or at the Grand Junction Regional Airport’s request at any time.

## **Publicity**

In the course of advertising, public relations or other similar conduct for business purposes, the Grand Junction Regional Airport may utilize media resources. The Grand Junction Regional Airport may use your photograph, picture, and/or voice transcription for promotion or advertising at any time without compensation. When possible, permission will be sought before publishing photography of individual Employees.

## **Safety**

It is our policy to promote safety on the job. The health and well-being of our employees is foremost among our concerns. For this reason, you are urged to follow common sense safety practices and correct or report any unsafe condition to your supervisor. Each employee shall be instructed regarding the Grand Junction Regional Airport’s injury prevention program. Each employee is expected to assist Grand Junction Regional Airport in maintaining safe working conditions. Safety is a State of mind and requires constant vigilance and common sense. Safety is everyone’s responsibility. Remember: SAFETY FIRST.

All accidents -- including those which do not involve serious injury and those involving customers -- must be reported immediately to your supervisor in accordance with our Accident Reporting Policy. It is only through full knowledge of every accident that the Grand Junction Regional Airport can become a safer, healthier place to work for everyone.

### **Searches, Inspections & Workplace Privacy**

In order to protect the safety and property of all of our employees, the Grand Junction Regional Airport reserves the right to inspect employees' lockers, desks, cabinets, briefcases, bags, toolboxes, purses, personal computers, personal motor vehicles and any other personal belongings brought onto Grand Junction Regional Airport property. Employees are expected to cooperate in any search. Failure to cooperate will result in disciplinary action up to and including termination of employment.

The Airport takes all reasonable and required steps to protect confidential employee documents and information from unauthorized disclosure. While at work or engaged in work-related activities, employees should have no expectation of privacy in connection with their access and use of Company equipment and devices. Surveillance cameras and/or other monitoring may be used anywhere on Airport property, subject to local, state, and federal law. In order to protect the safety and property of all of our employees, the Airport reserves the right to inspect employees' lockers, desks, cabinets, briefcases, bags, toolboxes, purses, personal computers, personal motor vehicles and any other personal belongings brought onto Airport property. You are expected to cooperate in any search. Failure to cooperate will result in disciplinary action up to and including termination of employment.

### **Sleeping**

Everyone needs to be fully alert while on the job in order to protect the safety of all employees and to properly serve our customers. Therefore, sleeping or inattention on the job will not be tolerated and may lead to immediate discipline, up to and including termination.

### **Smoking**

Smoking is prohibited in all Grand Junction Regional Airport buildings and vehicles. Smoking must be confined to designated outdoor areas. For safety reasons, smoking is prohibited in all areas where paint and flammable materials are present. Because smoking in the presence of some customers and co-workers may be offensive to them, we expect that employees who choose to smoke will exercise good judgment as to when and where they smoke.

### **Social Media, Social Networking and Web blogs Policy**

This policy governs employee use of social media, including any online tools used to share content and profiles, such as personal web pages, message boards, networks, communities, and social networking websites including, but not limited to, Facebook, MySpace, Digg, Flickr, Twitter,

LinkedIn and web blogs. The lack of explicit reference to a specific site or type of social media does not limit the application of this policy.

The Grand Junction Regional Airport respects the rights of all employees to use social media. However, because communications by Grand Junction Regional Airport employees on social media could, in certain situations, negatively impact business operations, customer relations, or create legal liabilities, it is necessary for the Grand Junction Regional Airport to provide these guidelines. For example, there are special requirements applicable to publishing promotional content online. Promotional content is content designed to endorse, promote, sell, advertise or otherwise support a Grand Junction Regional Airport's products or services. These guidelines are intended to address these and other similar matters.

In addition to ensuring that employee use of social media does not create any legal liabilities, these guidelines are intended to ensure employees understand the types of egregious conduct that is prohibited. This policy will not be interpreted or applied so as to interfere with the protected rights of employees to discuss or share information related to their wages, benefits, and terms of employment amongst themselves or with outside parties.

Employees engaging in use of social media are subject to all of the Grand Junction Regional Airport's policies and procedures, including, but not limited to, the Grand Junction Regional Airport's policies: (1) protecting certain confidential information related to the Grand Junction Regional Airport's operation; (2) safeguarding Grand Junction Regional Airport property; (3) prohibiting unlawful discrimination, harassment and retaliation; and (4) governing the use of Grand Junction Regional Airport computers, telephone systems, and other electronic and communication systems owned or provided by the Grand Junction Regional Airport.

Employees are prohibited from the following:

- Using or disclosing the Grand Junction Regional Airport's confidential information related to products, production processes, designs, or using or disclosing documents or similar information that has been designated or marked as business sensitive, confidential/private, intellectual property or business use only. Examples of confidential information include customer information and security-related information, and do not include information related to wages and other personnel issues.
- Using social media to post or to display comments about co-workers, supervisors, customers, vendors, suppliers or members of management that are vulgar, obscene, physically threatening or intimidating, [discriminatory](#), harassing, or otherwise constitute a violation of the Grand Junction Regional Airport's workplace policies against discrimination, retaliation, harassment, or hostility on account of any protected category, class, status, act or characteristic.
- Using Grand Junction Regional Airport trademarks or logos in a manner that would mislead or confuse the public or customers about the source of the Grand Junction Regional Airport's products.

- Posting or displaying content that is an intentional public attack on the quality of the Grand Junction Regional Airport's products and/or services in a manner that a reasonable person would perceive as calculated to harm the Grand Junction Regional Airport's business and reduce its income and is unrelated to any employee concern involving wages, benefits, or conditions of employment.
- Unless authorized and approved by the Grand Junction Regional Airport, disclosing or publishing any promotional content, as defined above, about the Grand Junction Regional Airport or its products. If content regarding a Grand Junction Regional Airport product or service could be relied on by the public or customers, employees should indicate that their views are their own and do not reflect the views of the Grand Junction Regional Airport.
- Engaging in activities that involve the use of social media that violate other established Grand Junction Regional Airport policies or procedures.
- Using social media while on work time, which is the time employees are engaged in work, unless it is being done for Grand Junction Regional Airport business and with the authorization of the Grand Junction Regional Airport.
- Posting a photograph of a supervisor, manager, vendor, supplier, or customer without their express permission.

Violations of this policy may result in disciplinary action up to and including termination. If you have any questions about this policy, contact your supervisor or the Administration Department. Employees should comply with any Grand Junction Regional Airport request to temporarily or permanently limit their communications to matters unrelated to the Grand Junction Regional Airport's business operations if the Grand Junction Regional Airport believes it is necessary and advisable to ensure compliance with security regulations or other related laws.

Employees should know that the Grand Junction Regional Airport has the right to and will monitor the use of its computer, telephone, and other equipment and systems, as well as any publicly accessible social media. Employees should expect that any information created, transmitted, downloaded, exchanged or discussed on publicly accessible online social media may be accessed by the Grand Junction Regional Airport at any time without prior notice. This is particularly true in cases involving the use of Grand Junction Regional Airport equipment or systems.

NOTHING IN THIS POLICY IS INTENDED TO UNLAWFULLY RESTRICT AN EMPLOYEE'S RIGHT TO ENGAGE IN ANY OF THE RIGHTS GUARANTEED TO THEM BY § 7 OF THE NATIONAL LABOR RELATIONS ACT, INCLUDING BUT NOT LIMITED TO, THE RIGHT TO ENGAGE IN CONCERTED PROTECTED ACTIVITY FOR THE PURPOSES OF THEIR MUTUAL AID AND/OR PROTECTION. NOTHING IN THIS POLICY WILL BE INTERPRETED, APPLIED, OR ENFORCED TO INTERFERE WITH, RESTRAIN, OR COERCE EMPLOYEES IN THE EXERCISE OF § 7 RIGHTS.

## **Solicitation - Distribution Policy**

Our main job at Grand Junction Regional Airport is to provide safe and secure facilities and give our customers the best service possible. In order to allow employees to provide our customers and their jobs with their undivided attention, the solicitation by an employee of another employee for the support of any organization is prohibited during the working time of either employee. In addition, the distribution of advertising materials, handbills or other literature is prohibited in all working areas and sales areas at all times. E-Mail, facsimile machines, and voice mail may not be used to advertise or solicit employees.

## **Theft**

Our society has laws against theft and we have strict rules mirroring these laws. To protect you, your co-workers and Grand Junction Regional Airport, we reserve the right to inspect all purses, briefcases, packages, lockers and vehicles on the Grand Junction Regional Airport's property. If you remove Grand Junction Regional Airport property from the premises, you must obtain written permission in advance from your supervisor.

## **Unauthorized Interviews**

As a means of protecting yourself and the Grand Junction Regional Airport, no unauthorized interviews are permitted to be conducted by individuals representing themselves as attorneys, peace officers, investigators, reporters, or someone who wants to "ask a few questions." If you are asked questions about the Grand Junction Regional Airport or its current or former employees by any person, you are directed to refer that individual(s) to a ~~Department Manager~~[Department Director](#) or the ~~Airport Manager~~[Executive Director](#). A decision will then be made as to whether that individual may conduct any interview and they will be introduced to you by a ~~Department Manager~~[Department Director](#), or ~~Airport Manager~~[Executive Director](#), with a reason for the questioning.

## **Workplace Violence Policy**

Grand Junction Regional Airport has a zero-tolerance policy for violent acts or threats of violence against our employees, applicants, customers or vendors.

The Airport does not allow fighting, or threatening words or conduct. Weapons of any kind are strictly prohibited and not permitted on Grand Junction Regional Airport premises at any time.

No employee should commit or threaten to commit any violent act against a co-worker, applicant, customer or vendor. This includes discussions of the use of dangerous weapons, even in a joking manner.

Any employee who is subjected to or threatened with violence by a co-worker, customer or vendor, or is aware of another individual who has been subjected to or threatened with violence, is to report this information to his/her supervisor or manager as soon as possible.

All threats should be taken seriously. Please bring all threats to our attention so that we can deal with them appropriately. All threats will be thoroughly investigated, and all complaints which are reported to management will be treated with as much confidentiality as possible.

## **Career Development and Changes in Status**

---

### **Advancement**

Grand Junction Regional Airport believes in promoting from within the Grand Junction Regional Airport. A promotion may be based on various factors, including but not limited to quality and quantity of work, prior job performance, experience, educational background, attendance and punctuality, safety record, and the ability to work well with others. The Airport reserves the right to look outside the organization if we feel that an employee with the best qualifications cannot be found within the organization.

### **Performance Evaluations**

Employee performance will be evaluated annually by management personnel. New employees will receive an initial performance evaluation 6-months following that start of their employment. The evaluation may consist of a personal interview during which an employee's strengths and weaknesses will be evaluated and recommendations for improvement may be made. These interviews help to identify the short and long range goals of employees and determine how such goals interrelate with the Grand Junction Regional Airport's purpose and objectives.

Any recommendation for promotion, a change of duties, or an increase in pay must be approved by the [Department Manager](#)/[Department Director](#) before any change takes effect. A performance evaluation does not guarantee a change in pay or duties, nor does it guarantee continued employment.

### **Changes in Personnel Records**

To keep your personnel records up to date, to ensure that the Grand Junction Regional Airport has the ability to contact you, and to ensure that the appropriate benefits are available to you, you are expected to notify the Grand Junction Regional Airport promptly of any change of name, address, phone number, number of dependents, or other applicable information.

### **Outside Inquiries Concerning Employees**

All inquiries concerning employees from outside sources should be directed to the Administration Department. No information should be given regarding any employee by any other employee or manager to an outside source.

## **Involuntary Termination**

Employees terminated at the will of the Grand Junction Regional Airport will be paid all earned, but unpaid, wages at the time of termination. If the accounting department is closed at the time, the employee will be paid within six hours after the accounting department reopens.

## **Exit Interview**

Any employee leaving Grand Junction Regional Airport may be required to attend an exit interview conducted by the employee's supervisor or a Administration representative. The purpose of the interview is to determine the reasons for termination and to resolve any questions of compensation, Grand Junction Regional Airport property or other matters related to the termination.

## **To Sum It All Up**

This handbook highlights your opportunities and responsibilities at Grand Junction Regional Airport. It is a guide to your bright future here. By always keeping the contents of the handbook in mind, you should be successful and happy in your work at Grand Junction Regional Airport. Once again, welcome to our Grand Junction Regional Airport, and we look forward to working with you.

## EMPLOYEE ACKNOWLEDGMENT AND AGREEMENT

By signing below, I acknowledge that I have received a copy of the Grand Junction Regional Airport ("Grand Junction Regional Airport") Employee Handbook and I will familiarize myself with its contents.

1. I acknowledge that nothing in the Employee Handbook creates or is intended to create a promise or representation of continued employment or any other contractual rights or obligations, and that my employment, position, and compensation at the Grand Junction Regional Airport are at-will, shall be for no specific duration, and may be changed or terminated at the will of the Grand Junction Regional Airport. Both I and the Grand Junction Regional Airport have the right to terminate my employment at any time, with or without cause or notice. By signing below, I certify that I understand that employment at-will is the sole and entire agreement between myself and the Grand Junction Regional Airport concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations (whether written or oral) concerning the duration of my employment with the Grand Junction Regional Airport and/or the circumstances under which my employment may be terminated.
2. This is the entire agreement between myself and the Grand Junction Regional Airport regarding the length of my employment, and the reasons for termination of my employment, and this agreement supersedes any and all prior agreements regarding these issues. Oral representations or agreements made before or after employment do not alter this Agreement.
3. If any term or provision, or portion of this Agreement is declared void or unenforceable it shall be severed and the remainder of this Agreement shall be enforceable

MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS.

DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE ACKNOWLEDGMENT AND AGREEMENT.

Signature \_\_\_\_\_

Print Full Name \_\_\_\_\_

Date \_\_\_\_\_

**Grand Junction Regional Airport Authority**  
Agenda Item Summary

---

TOPIC:	Lenel Security Software Upgrade		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Authorize staff to accept the quote from Sequent Information Systems for \$12,386.61 to complete system upgrades to the security system.		
SUMMARY:	<p>The software for the Lenel security system that controls the Airport's secured access points was last upgraded in 2016 and is due to be upgraded. After receiving a quotation from Kratos/Securitas, Lenel's authorized service provider, we tasked Sequent Information Systems with researching if they could obtain competitive quotations from other authorized service providers.</p> <p>After some research Sequent confirmed that the pricing offered to us from Kratos/Securitas is in-line with what other service providers would quote end users for the same upgrade. This software upgrade will allow our security access control server, DVR, and associated workstations to continue to be compatible with future updates from other developers such as Microsoft and Hewlett-Packard.</p>		
REVIEWED BY:	Executive Director and Finance Director		
FISCAL IMPACT:	\$12,386.61		
ATTACHMENTS:	Sequent Quotation		
STAFF CONTACT:	Ben Peck <a href="mailto:bpeck@gjairport.com">bpeck@gjairport.com</a> (970) 248-8589		

---

# SEQUENT

Information Systems, LLC.

Sequent Information Systems, LLC  
 205 N. 4th St., Suite 302  
 Grand Junction, CO 81501  
 Phone: (970) 254-0855  
 Fax: (970) 683-5060

## Quotation

Date	Quote #
12/3/2020	1

Grand Junction Regional Airport

Kratos

Description	Qty	Unit Price	Ext. Price
Kratos Material Schedule	1	\$ 10,178.92	\$ 10,178.92
Kratos Labor Schedule	1	\$ 1,107.69	\$ 1,107.69
Sequent Labor	10	\$ 110.00	\$ 1,100.00

---

TOTAL: \$ 12,386.61

\*\* Note: Pricing does not include applicable sales tax, shipping or structured cabling.  
 \*\* Note: Quote is valid for 7 days

**Grand Junction Regional Airport Authority**  
Agenda Item Summary

---

TOPIC:	Approve the Veoci software services agreement proposal.		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Approve the Veoci software and services agreement and authorize the Executive Director to sign the Agreement and approve renewal options included in the contract. The estimated annual cost for 2021 is \$14,256.00.		
SUMMARY:	<p>Since December 2015 Authority staff have utilized the Veoci software to track operation department activities required by Part 139 including runway inspections, work orders, and operational logs; post Notices to Airmen (NOTAMs); and track maintenance activities. Additionally, the software has a property management module that can be used as a document management system to store and track lease documents.</p> <p>Staff have a familiarity with the software, are happy with its current performance, and wish to establish another contract with Veoci.</p> <p>The term of the contract will be an initial three-year term with two one-year renewal options for a total of five contract years. The pricing is based on a per user price with scheduled increases in contract years 2, 4, and 5. The prior contract with Veoci had no price increases over the 5-year term, and the proposed increases will effectively adjust the price between 2-3% over the entire term with Veoci.</p>		
REVIEWED BY:	Executive Director, Finance Director, and Legal Counsel (Dan Reimer)		
FISCAL IMPACT:	\$14,256 2021 subscription cost – Professional Services IT Operating Expense		
ATTACHMENTS:	Veoci Proposal		
STAFF CONTACT:	Dylan Heberlein <a href="mailto:dheberlein@gjairport.com">dheberlein@gjairport.com</a> (970) 248-8596		

---



# VEOCI Proposal for Grand Junction Regional Airport

Prepared for: Mr. Dylan Heberlein

Prepared by: Brian P. Barnes

Date: Oct 26, 2020

Proposal number: GWS772242700

Mr. Dylan Heberlein  
Grand Junction Regional Airport - GJT  
Director of Operations  
2828 Walker Field Drive  
Grand Junction CO 81506Street Address



Proposal No. GWS772242700

[www.veoci.com](http://www.veoci.com) | [brian.barnes@veoci.com](mailto:brian.barnes@veoci.com) | 413.563.8979

Veoci, Inc., 195 Church Street 14th Floor, New Haven, CT 06510



Dear Mr. Heberlein:

Veoci Inc. ("VEOCI") is pleased to offer Grand Junction Regional Airport (the "Customer") this agreement and schedules (this "Agreement") for the use of VEOCI's Veoci software and the services described in the relevant order form ("Order Form"), which is attached as Schedule D.

**RECITALS**

- A. VEOCI is the owner of, or has the right to grant access according to the terms of this Agreement, to certain cloud-hosted software applications, namely the Veoci Platform (defined below) available for access and use by Customer via <http://veoci.com>, as well as any additional services relating to its use as are set forth in the applicable Order Form (collectively, the "Service"), as contemplated under this Agreement.
- B. This Agreement sets out the contracting framework between VEOCI and Customer in relation to the provision of the Service.
- C. VEOCI agrees to provide the Service under the terms of an Order Form, as contemplated under this Agreement.

**Executed by**  
**Veoci Inc.** by its authorized representative

**Executed by**  
**Grand Junction Regional Airport** by its authorized representative

*Signature*

#298868022\_20201125

*Signature*

Dr. Sukhminder S. Grewal

*Print Name*

*Print Name*

CEO

November 25, 2020

*Title*

*DATE*

*Title*

*DATE*



## I. Agreement Structure, Order Form and Ordering

The purpose of this Agreement is to: (a) establish a general contracting framework between the parties; (b) set out the terms governing the overall relationship between the parties under that contracting framework; and (c) set out the terms governing the provision of Service by VEOCI to Customer. In executing this Agreement and any Order Form, both parties have relied on certain supporting information provided, and representations made, by the other party prior to that execution.

Prior to commencing the provision of the Service, the parties must first execute an Order Form based on the template set out in Schedule D, or such other form or template that VEOCI provides to the Customer from time to time. Each Order Form (a) comes into force on the Start Date and continues until the End Date, as set out in the relevant Order Form, unless terminated in accordance with this Agreement or the relevant Order Form; and (b) constitutes a separate binding contract between Customer and VEOCI, for the Order Form Term. An Order Form may include supplementary or additional obligations not otherwise set out in the Agreement.

Unless the contrary intention is specifically expressed, if there is an inconsistency between any of one or more of: (a) the Agreement and (b) an Order Form, the order of precedence between them will be the order listed here.

## II. Schedules A, B and C

### **SCHEDULE A. General Subscription Terms and Conditions**

#### **1 Definitions**

“Agreement” means this agreement and schedules, which shall be effective as of the Effective Date (defined below).

“Confidential Information” means any information, maintained in confidence by the disclosing party, communicated in written or oral form, marked as proprietary, confidential or otherwise so identified, and any information that by its form, nature, content, or mode of transmission, a reasonable recipient would understand to be confidential or proprietary. Notwithstanding anything to the contrary, the Veoci Platform and related documentation and the Service are Confidential Information of VEOCI.

“Customer” means any customer who is party to an Order Form, contract, or agreement for Veoci SaaS with VEOCI.

“Customer Data” means all electronic data or information provided by Customer to the Service.

“Effective Date” means the date on which the Customer has signed this Agreement.

“End Date” for an Order Form, means the date specified as the “End Date” in that Order Form.



Proposal No. GWS772242700

[www.veoci.com](http://www.veoci.com) | [brian.barnes@veoci.com](mailto:brian.barnes@veoci.com) | 413.563.8979

Veoci, Inc., 195 Church Street 14th Floor, New Haven, CT 06510

Page 3



“Order Form” means the order form for Service entered between VEOCI and Customer, including any exhibits or schedules thereto.

“Order Form Term” means the period from the “Start Date” to the “End Date”, as set out in an Order Form.

“Primary Contact” means Customer’s primary technical contact with VEOCI in-connection-with the Service.

“Service” means VEOCI’s provision of the Veoci Platform for access and use by Customer via <http://veoci.com>, as well as any additional services relating to its use as are set forth in the applicable Order Form.

“Start Date” for an Order Form, means the date specified as the “Start Date” in that Order Form.

“User Guide” means the online Veoci Platform user manuals for the Service accessible via <http://veoci.com>, as updated by VEOCI.

“Users” means the individuals who are authorized to access and use the Service and who have been provided user identifications and passwords by Customer (or by VEOCI at Customer’s request). Users may be Customer employees, Customer third party consultants, contractors or agents. (Third parties may access and use the Service solely for the benefit of Customer’s internal business purposes in accordance with the provisions of this Agreement.)

“VEOCI” means Veoci, Inc.

“Veoci Platform” means VEOCI’s software-as-a-service platform for digital business processes.

“Virus” (i) any computer code designed to disrupt, disable, harm, or otherwise impede the operation of the Service, including Customer’s access to the Service and processing of data using the Service, or the operation of any associated system or network, or (ii) any other similar harmful, malicious, or hidden procedures, routines, or mechanisms that would cause the Service to malfunction or cause damage to or corruption of data, storage media programs, equipment or communications, or otherwise interfere with operations.

## **2 Provision of Service**

(a) VEOCI will provide the Service to Customer in accordance with the terms of this Agreement and the applicable Order Form. VEOCI grants Customer a non-transferable and nonexclusive right to access and use the Service for the sole purpose of supporting the internal operations of Customer’s business and to process Customer’s own data.

(b) The following procedures will apply to the Service:

(i) VEOCI will send an email to Customer’s Primary Contact setting forth the information necessary for initial use of the Service. Customer shall provide the information requested in such email to VEOCI.

(ii) VEOCI will provide Service status and maintenance notifications by email to Customer’s Primary Contact.

(iii) Customer will notify VEOCI via email at [support@veoci.com](mailto:support@veoci.com) with respect to any issues related to the Service.

(c) From time to time, with respect to the Service and at an additional fee, VEOCI may offer additional functionality. Such additional functionality will be offered and agreed under a separate agreement between the parties. Customer hereby agrees that Customer’s purchase of the Service pursuant to this Agreement is



Proposal No. GWS772242700

[www.veoci.com](http://www.veoci.com) | [brian.barnes@veoci.com](mailto:brian.barnes@veoci.com) | 413.563.8979

Veoci, Inc., 195 Church Street 14th Floor, New Haven, CT 06510

Page 4



neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by VEOCI regarding future functionality or features.

(d) The Service may be accessed and used solely by a User whose identification and password may not be shared, accessed or used by any other person, company or entity. Unless otherwise specified in the applicable Order Form between the Customer and VEOCI, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

### **3 Limitations and Processes**

(a) Third-party interfaces, software, hardware or other services which are associated with, or otherwise available through the Service shall be accessed and used by Customer and Users in their sole discretion. VEOCI shall have no responsibility or liability with respect to Customer's or any Users' access to or use of any such items or for any act or omission of any such third-party provider.

(b) VEOCI's performance under this Agreement shall be excused as a result of Customer's (i) failure to comply with its obligations as set forth herein; (ii) failure to provide VEOCI with information reasonably deemed by VEOCI to be necessary to assist VEOCI in its performance under this Agreement; or (iii) delay, prevention or interference with VEOCI's performance under this Agreement.

(c) During normal business hours and no more than twice per year, on reasonable advance notice, describing the purpose and scope of the request and in a manner that does not unreasonably interfere with Customer's business operations, VEOCI or a VEOCI-designated third-party may audit Customer's use of and access to the Service to verify Customer's compliance with this Agreement.

### **4 Customer Responsibilities.**

(a) Customer will provide VEOCI with the contact details for its Primary Contact on the Effective Date of this Agreement, and will notify VEOCI of any changes as necessary on an ongoing basis. Customer is responsible for having the hardware and software adequate for use of the Service.

(b) Customer is responsible for all activities that occur in, or are related to, User accounts and for Users' compliance with this Agreement. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) prevent unauthorized access to, or use of, the Service, and shall notify VEOCI promptly of any unauthorized access or use; and (iii) comply with all applicable local, state, federal and territorial laws and regulations ("Laws") in accessing and using the Service.

(c) Customer shall use the Service solely for its internal business purposes as contemplated by this Agreement and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than to Users or as otherwise contemplated by this Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable Laws; (iii) send or store infringing, obscene, threatening, or otherwise unlawful material that is harmful to children or violates third party privacy rights; (iv) interfere with or disrupt the integrity or



performance of the Service or the data contained in the Veoci Platform; (v) use the Service to store or transmit any Viruses, (vi) attempt to gain unauthorized access to the Service or its related system or networks, or (vii) monitor the availability, performance or functionality of the Services, or access the Services for any other benchmarking or competitive purposes.

(d) Customer is responsible for its compliance with all applicable data protection and privacy protection Laws. Customer represents to VEOCI that: (i) it will provide only that personal data that it is authorized to provide to VEOCI, and will do so lawfully in compliance with applicable Laws, (ii) VEOCI or its subcontractors may process such data for the purposes described in this Agreement, and (iii) VEOCI may disclose such data to its subcontractors for this purpose.

(e) Customer shall not access the Services, and VEOCI may immediately terminate this Agreement, if VEOCI determines, in its reasonable discretion, that Customer is a competitor of VEOCI.

## **5 Fees and Payment**

(a) Customer will pay VEOCI the fees set forth in the Order Form for setup of User access to the Veoci Platform, use of the Service and any other services or products described therein.

(b) All payments are due within thirty (30) days from date of invoice. If Customer's account is thirty (30) days or more overdue, VEOCI may: (i) recover one and a half percent (1.5%) interest per month; (ii) suspend the Service upon at least two (2) business days' notice to Customer without liability until any such amounts are paid in full; and (3) exercise any of its other rights or remedies.

(c) Unless otherwise expressly provided, VEOCI's fees do not include any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value added, use or withholding taxes (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with Customer's purchases hereunder, excluding taxes based on VEOCI's net income or property. If VEOCI has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides VEOCI with a valid tax exemption certificate authorized by the appropriate taxing authority."

(d) The fees and pricing agreed upon between the Customer and VEOCI in the Order Form(s) assume that the Customer's labor force will remain substantially the same size during the term of this Agreement. Therefore, if (i) Customer's labor force experiences a material increase after the effective date of this Agreement, whether by acquisition, merger, consolidation, organic growth by hiring, or otherwise, and such Customer has purchased an unlimited User Service, VEOCI may at its option terminate such Agreement and may offer the Service to the Customer on a per user basis at the rate indicated in the Veoci Platform price list at that time.

## **6 Customer Data**

(a) As between VEOCI and Customer, Customer exclusively owns all rights, title and interest in and to all Customer Data. Customer Data is Confidential Information of Customer. Recovery of any Customer Data deleted by Customer shall be Customer's responsibility.

(b) Subject to VEOCI's responsibilities set forth in Section 7, VEOCI will not be responsible for any unauthorized access to or alteration, theft or destruction of Customer Data through accident, fraudulent means



Proposal No. GWS772242700

[www.veoci.com](http://www.veoci.com) | [brian.barnes@veoci.com](mailto:brian.barnes@veoci.com) | 413.563.8979

Veoci, Inc., 195 Church Street 14th Floor, New Haven, CT 06510

Page 6



or devices, or any other method.

## **7 Confidentiality; Privacy**

(a) In the course of performance under this Agreement, one party (the “Disclosing Party”) may disclose, deliver or permit access by the other party (the “Receiving Party”) to its Confidential Information. The Receiving Party shall hold the Disclosing Party’s Confidential Information in strictest confidence and shall not disclose or provide such Confidential Information to any third party except as expressly provided in this Section. The Receiving Party shall not make any use of the Confidential Information except such limited uses as are required or permitted under this Agreement, and shall cause its employees, agents, financial advisors, attorneys, and Users to maintain such Confidential Information in complete confidence, and shall disseminate such Confidential Information only on a need to know basis. Upon expiration or termination of this Agreement, or at any time upon the Disclosing Party’s request, the Receiving Party shall promptly return or, at the Disclosing Party’s option, destroy all of the Disclosing Party’s Confidential Information, and all copies of and other materials containing such Confidential Information. The Receiving Party shall have no obligation under this Section 7 with respect to any Confidential Information that the Receiving Party can demonstrate by reasonable written evidence: (i) was already known to it at the time of its receipt without restriction on its disclosure; (ii) is or becomes generally available to the public other than by breach of this Agreement; (iii) is independently obtained from a third party whose disclosure to the Receiving Party does not violate a duty of confidentiality; (iv) is independently developed without use or reference to any of the Disclosing Party’s Confidential Information. If the Receiving Party is required by a court or other body of competent jurisdiction to disclose the Confidential Information, the Receiving Party may disclose only so much Confidential Information as is legally required, and the Receiving Party will promptly notify such compelled disclosure to the Disclosing Party if permitted by Law to do so. In addition, Customer shall not, without the prior written consent of VEOCI, disclose publicly or to any third party (excluding employees of Customer with a need to know), the terms and conditions of this Agreement or any Order Form or any related negotiations between the parties, except to the extent required by law.

(b) In the event of a breach of this Section 7, the Disclosing Party may not have an adequate remedy at Law. The Disclosing Party may seek temporary and/or permanent injunctions, specific performance or any other form of equitable relief. For the Veoci Platform, the Service and any other trade secrets, the obligations of this Section 7 shall continue for so long as the information remains a trade secret, and for all other Confidential Information, the obligations shall extend for five (5) years from the expiration or termination of this Agreement. Notwithstanding the foregoing, VEOCI acknowledges that the Customer is subject to the provisions of the Colorado Open Records Act, Colorado Revised Statutes §24-72-201 et seq., and VEOCI agrees that it will fully cooperate with the Customer in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which VEOCI asserts is confidential and exempt from disclosure. Any other provision of this Agreement notwithstanding, including exhibits, attachments, and other documents incorporated into this Agreement by reference, all materials, records, and information provided by VEOCI to the CLIENT shall be considered confidential by the Customer only to the extent provided in the Colorado Open Records Act, and VEOCI agrees that any disclosure of information by the Customer consistent with the provisions of the Colorado Open Records Act shall result in no liability of the Customer. To the extent not prohibited by federal law, this Agreement is subject to public release through the Colorado Open Records Act.

## **8 Proprietary Rights**

VEOCI and its licensors (if any) shall retain all right, title, copyright, patent, trademark, trade secret and all



other proprietary interests to the Veoci Platform, the Service and to all VEOCI intellectual property and any enhancements, modifications or derivatives of any of the foregoing. Customer may not distribute, promote, or otherwise use any information or materials relating to the Veoci Platform or the Service for any external use without VEOCI's prior written consent or as otherwise specifically permitted in this Agreement. No copyright, patent, trademark, trade secret or other right of intellectual property not expressly granted under this Agreement is exchanged between the parties. Subject to Customer's ownership of the Customer Data, VEOCI retains all rights to any related work product delivered under this Agreement and Customer acknowledges and agrees that it obtains no rights to such work product. Customer shall not: (i) modify, copy or create derivative works based on the Veoci Platform or the Service; (ii) frame or mirror any content forming part of the Veoci Platform or the Service, other than on Customer's own intranets or otherwise for its own internal business purposes in accordance with this Agreement; (iii) reverse engineer the Veoci Platform or the Service; or (iv) access or use the Veoci Platform or the Service to build a competitive product or service, or copy any ideas, features, functions or graphics of the Veoci Platform or the Service. VEOCI shall own any and all rights to, and may use or incorporate into the Service, any suggestions, enhancement requests, recommendations or other feedback provided by Customer or its Users relating to the operation of the Service.

## 9 Warranty

(a) Each party represents and warrants to the other that it has the power and authority to enter into and perform its obligations under this Agreement.

(b) VEOCI represents and warrants to Customer that: (i) it owns or otherwise has sufficient rights in the Veoci Platform to grant to Customer the rights to access and use the Service granted in this Agreement; (ii) it has taken commercially reasonable steps to test the Service for Viruses; and (iii) the Veoci Platform performs substantially in accordance with the specifications and standards provided to Customer.

(c) VEOCI DOES NOT REPRESENT OR WARRANT THAT THE VEOCI PLATFORM WILL RUN ERROR FREE OR UNINTERRUPTED. EXCEPT AS EXPRESSLY SET FORTH ABOVE, TO THE EXTENT PERMITTED BY LAW, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED THIRD-PARTY WARRANTIES OR IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY VEOCI AND VEOCI MAKES NO WARRANTIES WITH RESPECT TO ANY HARDWARE EQUIPMENT OR THIRD-PARTY SOFTWARE THAT VEOCI MAY USE TO PROVIDE THE SERVICE OR CUSTOMER MAY USE TO ACCESS THE SERVICE.

(d) Customer represents and warrants to VEOCI that: (i) Customer has the right to transmit to VEOCI, and receive from VEOCI, all data, material and records, including the Customer Data that Customer provides to VEOCI and that are required to enable VEOCI to perform the Service and any other of its obligations under this Agreement; and (ii) it will use reasonable commercial efforts to prevent the inclusion of Viruses while it and its Users access the Service.

## 10 Limitation of Liability

(a) Except for death or personal injury and VEOCI's indemnity obligations in Section 11, VEOCI's liability for direct damages, loss or liability for any cause, and regardless of the form of action will be limited to the total amount of three (3) times the fees payable by Customer under this Agreement.

(b) THE REMEDIES PROVIDED IN THE AGREEMENT TO CUSTOMER ARE THE CUSTOMER'S EXCLUSIVE REMEDIES. EXCEPT WITH RESPECT TO ITS INDEMNIFICATION OBLIGATIONS IN SECTION 11, IN NO EVENT



Proposal No. GWS772242700

[www.veoci.com](http://www.veoci.com) | [brian.barnes@veoci.com](mailto:brian.barnes@veoci.com) | 413.563.8979

Veoci, Inc., 195 Church Street 14th Floor, New Haven, CT 06510

Page 8



SHALL VEOCI BE LIABLE TO THE CUSTOMER OR ANY OTHER PARTY, WHETHER IN CONTRACT, TORT, OR OTHERWISE, FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, CONSEQUENTIAL OR UNFORESEEABLE LOSS, DAMAGE OR EXPENSE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, LOSS OR CORRUPTION OF DATA, HOWEVER ARISING, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES BEING INCURRED.

## **11 Indemnification**

(a) VEOCI agrees to defend and indemnify Customer from and against, or at Customer's option settle, any third-party claims (each a "Claim") that the Service or the Veoci Platform alone, and not in combination with any other product or program, infringes any third-party intellectual property rights. VEOCI may, at its option and at its own cost, procure for Customer the right to continue to use the Service; repair, modify or replace the Service or Veoci Platform so that it is no longer infringing; or provide a pro rata refund of the fees paid based on the then-current term. VEOCI shall have no liability under this Section if the allegation of infringement is a result of: (i) a modification of the Veoci Platform by anyone other than VEOCI, (ii) the Customer or any User not using the Service in accordance with the User Guide, (iii) or a work product that was produced at Customer's specific direction and is inconsistent with the intended use of the Veoci Platform. THE FOREGOING STATES VEOCI'S ENTIRE LIABILITY AND OBLIGATIONS REGARDING CLAIMS OF INFRINGEMENT, AND THE EXCLUSIVE REMEDY AVAILABLE TO CUSTOMER WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS.

(c) A party's indemnification obligation is contingent upon: (i) the indemnified party providing prompt notice to the indemnifying party of any such Claim and assistance in its defense; (ii) the indemnifying party's sole right to control the defense or settlement of any such Claim, except that any settlement requiring a payment or admission of liability on the part of the indemnified party is subject to the indemnified party's prior approval, not to be unreasonably withheld or delayed; and (iii) that the indemnified party shall not take any action or omit to take action that hinders the defense or settlement process, as reasonably directed by the indemnifying party.

## **12 Term and Termination of Agreement and Order Form**

(a) This Agreement shall enter into effect on the Effective Date and shall continue until terminated in accordance with below. Notwithstanding (b) and (c) below, the terms of this Agreement shall continue to apply to any surviving Order Form for the duration of such Order Form Term.

(b) As stated above, any Order Form shall start on the Start Date and end on the End Date. Such Order Form Term will automatically renew for additional periods equal to the expiring Order Form Term or one year (whichever is shorter) unless either party gives the other notice of non-renewal at least sixty days before the end of the relevant Order Form Term. The pricing during any automatic renewal will be the same as that during the immediately prior Order Form Term unless VEOCI gives Customer a written notice of a price increase at least sixty (60) days before the end of the prior Order Form Term, in which case the pricing increase will be effective upon renewal and thereafter. Any such pricing increase shall not exceed seven percent (7%) of the pricing for the prior year unless the pricing in the prior year was designated as promotional or special rate.

(c) Either party shall have the right to terminate this Agreement and/or any Order Form: (i) upon thirty (30) days written notice to the other party of a material breach of the terms of the Order Form and/or Agreement, and such breach remains uncured at the expiration of such period after which written notice is given to the breaching party; (ii) subject to any applicable mandatory Law, if a party becomes insolvent or if bankruptcy or receivership proceedings are initiated by or against a party; or (iii) upon the Customer exercising





its right to terminate this Agreement and/or any Order Form for any reason in its sole discretion by giving a sixty (60) day written notice to VEOCI at any time during the Order Form Term. If Customer gives VEOCI a notice of termination as described in this section, VEOCI will cease to perform the Services at the end of the Order Form Term using reasonable care in concluding its Provision of Services. Upon termination of the Order Form, however caused, Customer shall: (a) Pay to VEOCI all outstanding invoices and sums owed which have accrued up to the end of the current term at the time of termination, and (b) at VEOCI's option, either return to VEOCI or destroy all confidential information which it has obtained from VEOCI.

### **13 Waiver of Jury Trial and Choice of Law**

THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM RELATING TO THIS AGREEMENT. The Agreement shall be construed and governed in accordance with the laws of the State of Colorado (excluding its conflict of laws provisions).

### **14 Miscellaneous**

(a) Customer may not assign this Agreement, the use of the Service or any other of its rights and obligations under this Agreement without VEOCI's prior written consent. This Agreement shall be binding on the parties and their respective successors and assigns. VEOCI shall have the unrestricted right to (i) assign all of its rights and obligations under this Agreement, and (ii) subcontract all or part of its performance under this Agreement.

(b) Customer shall not export or use the Service in violation of applicable Laws.

(c) The Services, other technology that VEOCI makes available, and derivatives thereof, may be subject to export laws and regulations of the United States and other jurisdictions. Customer represents that it is not named on any U.S. government denied-party list. Customer shall not permit Users to access or use Services in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

(d) Neither party is an agent or contractor of the other, and this Agreement does not confer or delegate upon a party any discretionary authority or control on behalf of the other party.

(e) Each party shall be excused from performance of its obligations under this Agreement for any period and to the extent that it is prevented from performing such obligations, in whole or in part, as a result of delays caused by circumstances beyond its reasonable control, including an act of God, severe weather, hurricane, earthquake, flood, war, civil disturbance or civil commotion, terrorism, court order, or any other cause over which such party does not have control, including internet or communication problems (including an internet service provider's or hosting facility's failures or delays involving hardware, software or power systems not within VEOCI's possession or reasonable control), third-party hardware or software errors, Viruses or similar harmful programs or data, or unauthorized access or theft (any of the foregoing, a "Force Majeure Event").

(f) This Agreement supersedes all other prior or contemporaneous agreements, letters, offers, quotations, proposals, purchase orders, representations and other understandings, whether oral or written, on the subject matter of this Agreement and, along with any executed Order Form(s), contains the entire agreement between the parties. No alteration or modification of this Agreement or Order Form will be valid unless made in a writing signed by the parties.



Proposal No. GWS772242700

[www.veoci.com](http://www.veoci.com) | [brian.barnes@veoci.com](mailto:brian.barnes@veoci.com) | 413.563.8979

Veoci, Inc., 195 Church Street 14th Floor, New Haven, CT 06510



(g) There shall be no third-party beneficiaries to this Agreement.

(h) All notices required or permitted under this Agreement hereunder shall be delivered to the other party either personally, or by telefax, email, certified or registered mail (return receipt requested), or overnight courier. If delivered personally, notice shall be effective when delivered; if delivered by telefax or email, notice shall be effective upon electronic confirmation; and if delivered by mail or overnight courier, notice shall be effective upon confirmation of delivery.

(i) The section headings in this Agreement are for informational purposes only and shall not affect the interpretation of any provision of this Agreement. When used in this Agreement, "including" and word(s) of similar import mean "including without limitation."

(j) If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, it shall be deemed severed from this Agreement and shall not affect in any respect the remainder of this Agreement.

(k) The sections entitled "Warranty," "Limitation of Liability," "Customer Data," "Fees and Payment," "Indemnification," "Confidentiality; Privacy," "Proprietary Rights" and Customer's obligation to pay any outstanding fees due shall survive expiration or termination of this Agreement.



Proposal No. GWS772242700

[www.veoci.com](http://www.veoci.com) | [brian.barnes@veoci.com](mailto:brian.barnes@veoci.com) | 413.563.8979

Veoci, Inc., 195 Church Street 14th Floor, New Haven, CT 06510

Page 11



## SCHEDULE B. Service Level Agreement

Capitalized terms that are not otherwise defined in this Schedule B shall have the meaning set forth in the Subscription Terms and Conditions.

### 1. Introduction

The measurements and service levels set forth in this Schedule B are designed to provide an objective measurement of VEOCI's performance of the Service (each an "SLA"; collectively, "SLAs"). The SLAs may be reviewed and adjusted as mutually agreed upon in writing by the parties.

### 2. Reporting

VEOCI agrees to provide to Customer, within sixty days of its receipt of a written request from Customer, a quarterly electronic report to verify VEOCI's performance against the SLAs. VEOCI agrees to investigate and correct failures to meet the SLAs by:

- (i) initiating investigations to determine the root cause of the failure;
- (ii) using commercially reasonable efforts to correct the issue;
- (iii) advising Customer as reasonably requested by Customer of the status of efforts being undertaken with respect to the issue; and,
- (iv) providing reasonable evidence to Customer that the cause of the issue is being corrected or will be corrected.

### 3. SLA Definitions and Measurements

"Minor Default" is deemed to occur when VEOCI's performance against an SLA falls in the range of performance in which a minimum SLA credit is granted to Customer.

"Major Default" is deemed to occur when VEOCI's performance against an SLA falls in range of performance in which a maximum SLA default credit is granted to Customer.

"Scheduled Downtime," means the planned downtime, of which VEOCI has notified Customer at least 72 hours in advance.

"Service Level Default" means that VEOCI's performance fell below the established SLA during a measurement period.

"Service Level Credit" means the amount of additional Service the Customer will be credited for the applicable Service Level Default during the measurement period.

"Target Service Level" means the expected performance range, within which no Service Level Default is assessed, and no Service Level Credit is granted.

Measurement periods are monthly, in arrears, with Service Level Defaults and Service Level Credits being calculated monthly. Any Service Level Credits shall be credited to the Customer annually in arrears, as applicable. Exceptions

The following items will not be considered as a part of the calculation of Service Level Credits and VEOCI will be relieved of responsibility for SLAs and associated Service Level Credits to the extent VEOCI's failure to meet the SLA(s) is determined by the parties, to be due to:



Proposal No. GWS772242700

[www.veoci.com](http://www.veoci.com) | [brian.barnes@veoci.com](mailto:brian.barnes@veoci.com) | 413.563.8979

Veoci, Inc., 195 Church Street 14th Floor, New Haven, CT 06510



- (i) Force Majeure Events as defined in the Agreement
- (ii) Outages resulting from Scheduled Downtime, including VEOCI's upgrading of data center infrastructure
- (iii) Outages arising from Customer's network being inaccessible
- (iv) Domain Name Server (DNS) issues outside of the control of VEOCI
- (v) Customer's acts or omissions (including acts or omissions of a third party not acting on behalf of VEOCI), including, without limitation, custom configuration, scripting, coding, negligence, failure to timely perform or provide relevant assistance, information or infrastructure required of Customer or willful misconduct
- (vi) Internet outages, or other third party infrastructure outages which hinder access to VEOCI's environment
- (vii) Outages requested by Customer
- (viii) Changes by Customer, or its agents, to Customer's environment which are not communicated to VEOCI and which adversely impact VEOCI's ability to perform the Service.
- (ix) Inability of Customer to log in due to Customer's use of LDAP or other single sign-on methods to control authentication.

#### 4. Service Level Measurement

**Service Area:** Production Uptime

**Objective:** VEOCI to provide 99.5% monthly uptime for Production Software Instances

**Measurement:** For Production availability, the Production downtime shall be measured as the aggregate number of minutes during the monthly measurement period in which the Service was unavailable, divided by the total number of minutes in the monthly measurement period. The period of unavailability shall be measured from the point-in-time that such unavailability is or reasonably should have been detected by VEOCI.

(Uptime % =  $[1 - (\text{downtime} / \text{Production}) * 100\%]$ ). For example, if hosting is unavailable for a total of 200 minutes in a 30-day month, then Production Uptime is  $[1 - (200 / 43,200) * 100\%] = 99.5\%$

**Target Service Level:** Production Uptime is greater than or equal to 99.5%

**Minor Default:** Production Uptime is less than 99.5% but greater than or equal to 98%

**Major Default:** Production Uptime is less than 98%

**Measurement Period:** Measured on a monthly basis. VEOCI will measure the Production Uptime for each downtime event and in the aggregate each month during the Term, and, upon written request of Customer, report the results to Customer within ten (10) business days of the of the request.

**Service Level Credits:** Minor Default = credit of one (1) additional day of the Service as an extension of the term of the Agreement.

**Major Default** = credit of two (2) additional days of the Service as an extension of the term of the Agreement.



Proposal No. GWS772242700

[www.veoci.com](http://www.veoci.com) | [brian.barnes@veoci.com](mailto:brian.barnes@veoci.com) | 413.563.8979

Veoci, Inc., 195 Church Street 14th Floor, New Haven, CT 06510



## SCHEDULE C. Support Agreement

### Included Support:

- **Support Center.** The Veoci team will provide support from a support center via e-mail, an Internet based Client support tool (English version only), and telephone. All support services shall be provided in English language, unless otherwise specified in this Agreement.
  - Phone: <to be provided>
  - Internet based Client support tool: <to be provided>
  - Email: <to be provided>
- **Hours of Support Center Operation.** Support center is available twenty-four (24) hours per day, seven (7) days per week
- **Requesting Support.**
  - Customer will identify the severity level (defined below) of the incident when requesting support from the support center
  - If all support center representatives are busy with other calls, a message will be left on the voicemail response system, which will page appropriate support personnel
  - The VEOCI team will target to meet and exceed defined service level metrics defined in this Schedule

**Non-Critical Issue:** System performance or bug affecting some users that **does not** prevent a customer from using the software to respond to a crisis.

Response Time: 2 business days

Channel: Email, web, or general support phone number.

**Critical Issue:** System performance or bug affecting all users that prevents a customer from using the software to respond to a crisis.

Response time: 2 business hours

Channel: Email, web, or general support phone number

**Crisis Issue:** System outage or severe bug preventing customer from using the software during their response to a crisis.

Response Time: 30 minutes (24x7)

Channel: Emergency phone number

**Crisis Support:** General questions, support, or assistance in the instance where: the Veoci Platform is fully operational, it is outside of VEOCI's normal business hours, but the customer is responding to a crisis and needs support.

Response Time: 30 minutes (24x7). May be subject to \$200 hourly rate.

Channel: Emergency phone number

Business Hours: M-F 1:30AM -7PM Eastern Time



Proposal No. GWS772242700

[www.veoci.com](http://www.veoci.com) | [brian.barnes@veoci.com](mailto:brian.barnes@veoci.com) | 413.563.8979

Veoci, Inc., 195 Church Street 14th Floor, New Haven, CT 06510



## SCHEDULE D. Order Form

### I. Term of this Order Form

The Service will be available to Customer from: **Jan 1, 2021 to Dec 31, 2023** (the "Order Form Term"). Customer will be allowed to exercise, at it's sole discretion, 3 additional independent option terms as follows:

First Option Period: 1.1.24 to 12.31.24  
Second Option Period: 1.1.25 to 12.31.25

In exchange for the fees described in Article III below, and pursuant to the terms of the Agreement.

The fees and terms offered in the Agreement and herein are contingent upon execution and delivery to VEOCI of a signed acceptance of the Agreement and Order Form no later than thirty (30) days from the date of this Order Form. Otherwise, this Order Form shall be deemed null and void. In the event that VEOCI countersigns this Order Form, the foregoing sentence shall not be deemed to apply.

### II. SaaS, Support and Training, and Implementation

#### A. Software as a Service ("SaaS")

##### 1. Applications

Customer plans to use the Service for:

- Part 139 Operations & Work Order Management
- Lease Management

Any other services can be implemented after authorization by approved Grand Junction Airport Officials.

##### 2. Number of Users

During the Term of this Order Form, Customer is permitted to register 16 identities as Service users. Number of users can be adjusted at any time through a signed amendment by both parties.

##### 3. Document Storage

VEOCI will provide up to 100 GB (gigabytes) of online storage of documents, photos, and other electronic documentation ("Documents") to Customer.

##### 4. Integrated Telephone & SMS Capability

Service includes the capability to automatically send and receive SMS and to dial global phone numbers as needed and also use text to speech conversion to read out messages. The SMS and phone calls from the Veoci Platform connect with users who may not be on-line and whose participation is urgently needed. The Veoci Platform integrates this service from a 3<sup>rd</sup> party supplier and charges can vary based on target country and type of connection. Domestic service to the US is included in the pricing; international calling to other countries is excluded.

#### B. Support and Training



Proposal No. GWS772242700

[www.veoci.com](http://www.veoci.com) | [brian.barnes@veoci.com](mailto:brian.barnes@veoci.com) | 413.563.8979

Veoci, Inc., 195 Church Street 14th Floor, New Haven, CT 06510



**1. Software Enhancements**

VEOCI will provide maintenance, support, and periodic enhancements to the Service pursuant to the Subscription Terms. Typically, VEOCI pushes enhancements out in a two-week cycle; these changes are small and designed to make the introduction easy.

**2. Training**

**Definitions:**

“Administrators” are staff who will design and edit the Veoci Platform to build or maintain solutions/applications.

“End Users” means people who will be utilizing the system functionally.

Two-day Administrator training sessions (Boot Camp Trainings) are typically scheduled monthly at various locations throughout the US. The fee is \$950 per person. We recommend administrators to attend Boot Camp Trainings, as they will be responsible for training End-Users.

Remote Administrator Trainings are also available. These trainings are similar to an on-site training but will exclude class exercises. Also, the content of Remote Trainings will vary slightly due to the changed medium and will be set up as multiple 90-minute sessions. These Remote Administrator Trainings and additional training sessions both on-line and on-site, are available at VEOCI’s standard professional service rates.

**3. Implementation - NA**

**III. Financial Specifications**

**A. Fees & Term**

Recognizing the value of the Customer’s business, VEOCI offers the Customer the following fees for the term specified in paragraph one of the Scope section of this Proposal:

Reoccurring Services and Fees:

Software Subscription for Veoci	2021 (\$891 per License)	\$ 14,256.00
	2022 (\$916 per License)	\$ 14,656.00
	2023 (\$916 per License)	\$ 14,656.00
Option Year 1	2024 (\$980 per License)	\$ 15,680.00
Option year 2	2025 (\$1000 per License)	\$ 16,000.00
Maintenance/Updates		\$ 0.00
Support		\$ 0.00
Hosting		\$ 0.00
One Time Services and Fees:		
Training:		\$ 0000.00
Implementation:		\$ 0000.00
	Sales Tax	0.00*
	<b>TOTAL:</b>	<b>\$ 75,248.00</b>



\*Plus, Applicable Sales Tax

**B. Optional Services if requested**

Standard Training and Consulting for 2020, and subject to change		
Item	Unit	Price
VEOCI Hosted Bootcamp (New Haven, CT or other locations)	2 Days - Price per attendee	\$950, attendee pays for travel and expense
Client Hosted Bootcamp	2 Days – Price per attendee (Min 8)	\$950, client pays for trainer’s travel and expense
Professional Services & Consulting	Hourly	\$180
Professional Services & Consulting – US Only	Hourly	\$250
Professional Services & Consulting – Enterprise/Finance	Hourly	\$200
Organization Branding	Implementation	\$1,500
T&L (Without Air)	Per diem	\$300
Hosted Storage	Extra 100GB per year	\$20

The parties hereto, intending to be legally bound hereby, have each caused its duly authorized officers or representatives to sign this Order Form as of the date first set forth below.

**VEOCI: Veoci, Inc.**

**Grand Junction Regional Airport**

By: **Dr. Sukhminder S. Grewal**

Title: **CEO**

Date: **November 25, 2020**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



Proposal No. GWS772242700

[www.veoci.com](http://www.veoci.com) | [brian.barnes@veoci.com](mailto:brian.barnes@veoci.com) | 413.563.8979

Veoci, Inc., 195 Church Street 14th Floor, New Haven, CT 06510

**Grand Junction Regional Airport Authority**  
Agenda Item Summary

---

TOPIC:	Renew National Naval Aviation Museum Agreement		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Approve the renewal of the National Naval Aviation Museum Aircraft Loan Agreement to keep the aircraft static displays at Aviators Memorial Park for a contract period of five years and authorize the Executive Director to sign the agreement.		
SUMMARY:	<p>The Grand Junction Regional Airport has a “Standard Loan Agreement” in place with National Naval Aviation Museum for the two military aircraft on static display at Aviator’s Memorial Park. The current loan was approved by the Board of Directors and executed on February 22, 2016.</p> <p>The renewal of the Standard Loan Agreement has some additional guidance for Borrowers with collection policy changes, requests for cockpit entrance, maintenance/upkeep protocols, usage in airshows/traveling exhibits, and other issues. Several changes within the renewal Agreement will require some additional signage as well as some minor stenciling work to the aircraft identifying the aircraft model, design and series along with the original serial number.</p>		
REVIEWED BY:	Executive Director and Legal Counsel (Dan Reimer)		
FISCAL IMPACT:	Varies based on the maintenance needs of the aircraft over the term of the loan.		
ATTACHMENTS:	NNAM Standard Loan Agreement Renewal		
STAFF CONTACT:	Ben Peck <a href="mailto:bpeck@gjairport.com">bpeck@gjairport.com</a> (970) 248-8589		

---



DEPARTMENT OF THE NAVY  
NATIONAL NAVAL AVIATION MUSEUM  
1750 RADFORD BLVD  
SUITE C  
PENSACOLA FLORIDA 32508-5402

4002

Ser N43/

10 8 8 - - -

NOV 23 2020 !

Mr. Ben Peck  
Director of Facilities  
Grand Junction Regional Airport  
2828 Walker Field Drive, Suite 301  
Grand Junction, CO 81506

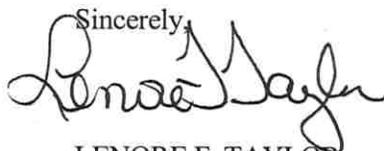
Dear Mr. Peck:

Enclosed is the revised Standard Loan Agreement and Renewal document for the aircraft/artifact(s) currently on loan to your organization. Please sign and return the agreement within 30 days of issue. If the document is not returned within the 30-day period, the loan agreement will be nullified and the Government property offered to another activity.

While the agreement intrinsically remains the same, the National Naval Aviation Museum (NNAM) added additional guidance for Borrowers in response to collection policy changes, growing requests for cockpit entrance, maintenance/upkeep protocols, usage in airshows/traveling exhibits, and other issues.

Please remember the requirement to prominently display a placard with the loaned property at all times, that attributes the loan to NNAM. Additionally, articles published or submitted for publication or websites that refer to, or show the loaned aircraft, must credit NNAM as owner of the aircraft/artifact. Please refer to the loan agreement for sample verbiage.

Should any problems or questions arise pertaining to this agreement, please contact me at (850) 452-8451 or email [Lenore.taylor@navy.mil](mailto:Lenore.taylor@navy.mil).

Sincerely,  


LENORE F. TAYLOR  
By direction

Encl:  
(1) Standard Loan Agreement Renewal

**NATIONAL NAVAL AVIATION MUSEUM (NNAM)  
LOAN PROGRAM**

**LOAN RENEWAL  
2020-2025**

**1.0. Parties.** Pursuant to Public Law 80-421 (10 U.S.C. 2572), by this agreement effective as of 19 NOVEMBER 2020 between the United States of America, hereinafter called “the Government,” represented by the Director, National Naval Aviation Museum (NNAM), representing the Naval History and Heritage Command, hereinafter called “the Lender,” and GRAND JUNCTION REGIONAL AIRPORT hereinafter called “the Borrower,” and located at 2828 WALKER FIELD DRIVE, SUITE 301, GRAND JUNCTION, CO 81506. The Government hereby establishes a loan agreement for United States Government property, permanently assigned to the Lender, for a period of FIVE years commencing 1 NOVEMBER 2020 and ending 1 NOVEMBER 2025 with a possible option for renewal, subject to the stipulations as set forth below. This agreement is not transferrable.

AIRCRAFT/ARTIFACT	BUREAU/SERIAL #	NNAM ACCESSION #
A-6E INTRUDER	154131	2005.184.001
F-11A TIGER	141796	2005.185.001

**2.0. Borrower Obligations/Costs.** The Borrower has applied, in writing, for the loan of USN historical property, and hereby agrees to accept it on an “as is, where is” basis with no warranties, expressed or implied, to be responsible for any and all arrangements and, in accordance with 10 USC 2572, is required to pay any and all costs, charges, and expenses incident to the loan of this property, including the cost of preparation, removal of any residual hazardous materials, disassembly, packing, crating, handling, transportation, and all other actions incidental to the movement of the loaned property to the Borrower’s location, where applicable. In addition, the Borrower will be responsible for all maintenance and preservation of the property. Any exceptions will in accordance with 10 USC 2572 (2) (B).

**3.0. Loan Conditions.**

**3.1.** The Borrower agrees that the loaned property shall be used for static display purposes **only**. Under no circumstances will the purpose for the loaned aircraft/artifact be treated in any other way than for static display. An analysis of the building or structure, to include photographs and specifications (size, details of climate control system) will be presented in advance to the NNAM, and NNAM with its sole discretion will advise on suitability for loan acceptability. No parts, ordnance, MERS, TERS, etc., may be affixed to loaned aircraft without prior expressed written consent from the Lender. **No alterations or modifications to aircraft and/or artifacts are to be made without the prior expressed written consent of NNAM.** Loaned aircraft will not be flown or operated, including engine and systems operations, or restored to flying condition **under any circumstances**, nor will they be licensed with the Federal Aviation Administration (FAA). The borrower shall not remove any parts from loaned aircraft for operational usage in any airworthy aircraft. In similar fashion, all other macro and micro artifacts will not be altered or repurposed without the express written consent of the Lender. General Public access to the interior of loaned **aircraft** (cockpit, cargo areas, etc.) is prohibited for reasons of aircraft preservation and public safety. Relocation of all loaned property for temporary special events (parades, ceremonies, air shows, etc.) is not authorized under any circumstances, without prior expressed written consent of the NNAM. No temporary decorations of any type are authorized for display on any loaned property, for any purpose

(special event, seasonal display, ceremonies, etc.). Only historically based markings, including crewmember names, may be used on aircraft and other navy owned equipment and this agreement precludes the use of markings on this equipment for commercial, fundraising, or sponsorship purposes. The Borrower shall obtain expressed written consent from the Lender PRIOR to painting any markings or insignia onto aircraft, especially with respect to names being applied to aircraft. Failure to observe these conditions can result in the immediate repossession of the loaned property by NNAM, at the Borrower's expense.

**3.2.** Due to the criticality of parts in the operational inventory, there may be occasions that parts may be requested from the NNAM by the Stricken Aircraft Program Office to support military operational requirements. Such parts are internal in nature and removal or replacement generally will not alter the external aesthetic appearance of the aircraft. All such requests for parts removal will be forwarded to the Lender for approval and subsequent notification of Borrower.

**3.3.** The NNAM does not maintain an inventory of spare parts for use on loaned aircraft. Consequently, the Borrower should take this into account PRIOR to acceptance of a loaned aircraft. Additionally, all contact with the Aerospace Maintenance and Regeneration Group (AMARG) regarding spare parts for use on aircraft loaned from NNAM, *must* be made through NNAM.

**3.4. The Borrower agrees not to sub-lease Government property for display at another location without prior written consent of NNAM.** The Borrower shall not permit possession of the property or any component of the property in any manner to any third party either directly or indirectly; the Borrower shall not enter into any negotiations with a third party regarding any future disposition of the loaned material, in all or part; and the Borrower shall not do or suffer anything to be done whereby any of the property shall or may be relocated, lost, stolen, injured, or destroyed.

**3.5.** The Borrower agrees to use the loaned property only in accordance with the instructions outlined in this loan agreement and not, without prior expressed written consent from the Lender, modify, restore, or mount on pylons or any structure above ground in any way, which would alter the original form, design, or the historical significance of said property; the Borrower agrees to perform routine maintenance to include (but may not be limited to) annual upkeep, periodically required painting, repair of damage, day-to-day care, and removal of environment concerns, so as not to reflect discredit on the U.S. Navy; and to display and protect it in accordance with the instructions set forth in Attachments 1 and 2, which are incorporated herewith and made part of this Loan Agreement.

**3.6.** Any authorized additions, modifications or alterations to the property, equipment or material resulting from efforts, or at the expense of the Borrower with regard to the aircraft, is limited to that approved in writing in advance by the Lender, and will become a permanent part of the aircraft, and will be considered the property of the Lender unless specifically exempted by the Lender; and upon termination of this Loan Agreement or recall of the property, will be included as part of said property.

#### **4.0. Initial Loan Agreement Requirements.**

**4.1.** When warranted by the Lender as a condition to the loan, the Borrower agrees to remove the borrowed item, from its present physical location, within 60 days after execution of this agreement, unless otherwise agreed to by the Lender and made part of this loan agreement, under separate attachment.

**4.2.** The Borrower agrees to use the loaned property for display and educational purposes only, and to protect the loaned property from vandalism by displaying it only in an enclosed location that provides a safe and secure environment. The Borrower agrees to place the loaned property on display within 90 days or as may be otherwise specified by the Lender following physical acceptance of the loaned property and in accordance with this loan agreement. Separate attachments with instructions will become a part of the original loan agreement if the borrowed item will be subject to restoration, conservation, preservation, as a basis for consideration of the loan. On a biennial basis (every two years), the Borrower agrees to furnish the Lender with a CD/DVD or other approved medium containing digital images of the loaned property within ninety (90) days of the *initial execution of this agreement*. The image file name **must** contain the

accession number for that item (e.g. 2015.001.001). For aircraft, images will include views showing all external surfaces including Bureau/Serial Number, and all accessible interior areas including instrument panels, avionics racks and equipment, aircrew, passenger, cargo and payload compartments, wheel wells, bomb bays, TARPs, Pod, and any mounted ordnance. Digital images for all other artifacts will be of sufficient detail to insure positive identification of each object. This provision is a requirement for each loan period, and referred to as a “Certification of Loaned Government Property” (CLGP). Complete instructions for the CLGP will be furnished to the Borrower by the Lender under separate correspondence.

4.3. The Borrower agrees to display prominently, (and agrees to make available to the lender a photo record) a placard with the property at ALL times which contains the following credit line: **“This aircraft [artifact] loan courtesy of: the National Naval Aviation Museum on behalf of the Navy History and Heritage Command.”** Additionally, articles published or submitted for publication or websites that refer to the loaned property must credit the National Naval Aviation Museum as lender of the loaned property with, at a minimum, the words: **“This aircraft [artifact] loan courtesy of: the National Naval Aviation Museum at Pensacola, Florida.”**

4.4.a. (Aircraft and/or Engines) The Borrower shall obtain prior to the finalization of any loan and make available a copy therein to the Lender, proof of a Surety Bond for the return transportation costs of any Aircraft and or Engine that may be subject to this loan. Return costs will be based upon return to 1750 Radford Blvd. Bldg. 3221 (Flight Line), NASP Fl. 32508. Inasmuch as the Lender will make reasonable effort to place said aircraft/engine with another borrower, which may result in shorter distances for return, for sake of this loan, a Surety Bond requirement must be based upon proposed return transportation costs to NNAM. (Surety bond not applicable to this loan)

4.4.b. (Definition of Surety Bond as it Relates to NNAM Loans) – A Surety bond is a three-party agreement between the Principal, (Borrower), the Obligee (NHHC through its subordinate command, NNAM) and the Surety in which the Surety agrees to uphold, for the benefit of the Obligee (NHHC through its subordinate command, NNAM), the contractual obligations (Return transportation costs to the NNAM) of the Principal (Borrower), if the Principal fails to do so.

## 5.0. Subsequent Loan Renewal Requirements.

5.1. On a biennial basis (every two years), the Borrower agrees to furnish the Lender with a CD/DVD or other approved mediums containing digital images of the loaned property. The image file name **must** contain the accession number for that item (e.g. 2015.001.001). For aircraft, images will include views showing all external surfaces including Bureau/Serial Number, and all accessible interior areas including instrument panels, avionics racks and equipment, aircrew, passenger, cargo and payload compartments, wheel wells, bomb bays, TARPs Pod, and any mounted ordnance. Digital images for all other artifacts will be of sufficient detail to insure positive identification of each object. This provision is a requirement for each loan renewal period, and referred to as a “Certification of Loaned Government Property” (CLGP). Complete instructions for the CLGP will be furnished to the Borrower by the Lender under separate correspondence.

5.2. The Borrower agrees to furnish a copy of the most recent annual financial statements **when requested** to include revenue and expense reporting and projected budget for the next operating year. Although NNAM loan agreements are executed in multiyear increments, Borrower agrees to furnish **when requested** a copy of the most recent annual financial statement to include revenue and expense reporting and projected budget at any time during the period covered by the loan agreement. This provision is not applicable for active duty military commands.

5.3. The Borrower agrees to furnish the Lender with a signed inventory.

6.0. **Use as Security, Sale or Lease.** The Borrower agrees not to use the loaned property as security for any loan, nor to sell, lease, rent, lend, or exchange the property for monetary gain, fundraising or otherwise under any circumstance.

**7.0. Professional Photography.** The Borrower shall not make or allow the use of the loaned property in any manner for **commercial** still or motion video production without prior written approval of NNAM.

**8.0. Incident Reporting.** The Borrower shall within one (1) working day of discovery, notify the NNAM of any instance of loss, damage, or destruction of the property. Notification to the NNAM must be followed by a report of the incident investigation within 30 days of the event.

**9.0. Title.** The Borrower shall obtain no interest of any kind in the loaned property by reason of this agreement, and title shall be vested in the Lender at all times.

#### **10.0 Receipt, Custody & Liability.**

**10.1.** This agreement shall be executed prior to the Borrower accepting physical custody of the property.

#### **11.0. Borrower's Responsibilities.**

**11.1.** The Borrower agrees to indemnify, save harmless, and defend the Lender from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the loaned property.

**11.2.** The Borrower will bear full financial liability for the loss or damage of USN loaned historical property resulting from negligence, misconduct, or willful violation of the terms of this agreement.

**11.3 (For Artifacts other than Aircraft/Engines)** - The Borrower agrees to repair or replace, at the discretion of the Lender, the borrowed item for any and all loss or damages that may be inflicted on the item while the life of the loan is in effect, and/or until the loaned material is returned to the physical custody of the Lender. If the material borrowed is irreplaceable, the borrower may be required to make monetary restitution to the Lender up to and including the full amount of value of the item. (See **Section 4.4.a.**) Should loaned property incur catastrophic damage beyond the Borrower's control, (e.g., resulting from tornado, hurricane, flood, earthquake or other natural disaster), the Borrower will be responsible for all cleanup and removal of the loaned property to the disposal location designated by the NNAM.

**11.4.** The Borrower will be issued under a separate work process and on a biennial basis, a Certification of Loaned Government Property (CLGP); agrees to report as requested to the Lender on the condition and location of the loaned property. (See **(4.2)** and **(5.1)**) Further, the Borrower agrees to allow authorized Department of Defense representatives access to the Borrower's records and facilities to assure accuracy of information provided by the Borrower and compliance with the terms of this Loan Agreement.

#### **12.0. Display/Maintenance Requirements.**

**12.1.** No aircraft will be renovated, reconfigured, have markings changed, or Bureau/Serial Number altered, or any parts added, removed, or replaced as part of a planned restoration effort without prior expressed written consent of the Director, NNAM.

**12.2.** The Borrower agrees to maintain loaned aircraft in good material condition including corrosion control, painting, preservations, and maintenance on components such as canopy seals, tires, wing-fold mechanisms. A listing of specific maintenance requirements for display can be found in Section B.

**12.3.** The Borrower agrees that all aircraft, missiles and artifacts on display will have an identification sign adjacent to each display (see **4.3**). For aircraft and missiles, note the type, model, and serial number. If (with prior

expressed written consent of the Lender), the aircraft or missile has been reconfigured, markings changed, or serial number altered after acquisition for display purposes, it will be stated on the sign and noted in all records as follows:

“The \_ (item) \_ on display is actually \_\_\_\_ (nomenclature) \_\_\_\_, Bureau/Serial No. \_\_\_\_, but painted and marked to depict \_\_\_\_ (nomenclature) \_\_\_\_, Bureau/Serial No. \_\_\_\_, assigned to the \_\_\_\_ (unit and/or person) \_\_ in \_\_\_\_ (location or theater) \_\_\_\_ during \_\_\_\_ (year) \_\_\_\_.”

**12.4.** For aircraft on which the Bureau/Serial number has been altered for display purposes with prior written approval, the model, design and series (e.g., A-4C) along with the original serial number will be stenciled in two-inch letters using contrasting paint colors on the fuselage under the horizontal stabilizers.

**12.5.** All record keeping will reflect the true Bureau/Serial number. In the case of an unknown bureau number, it shall be noted as “BuNo Unknown.”

**12.6. Aircraft Safe for Public Display Checklist & Certification-** this Checklist and Certification will be submitted by the Borrower to the Lender prior to public display indicating that the complete checklist has been accomplished with a copy being included in the official file.

### **13.0. Radioactive Components.**

**13.1.** In accordance with Attachment 1 (National Naval Aviation Museum Loan and Static Display Program), if radioactive items are found reinstalled during later inspections, the borrowing organization will pay the cost of removal of the radioactive items and any decontamination required.

### **14.0. Loan Termination.**

**14.1 The failure of the Borrower to observe any of the conditions set forth in this Loan Agreement/Loan Renewal and Attachments 1 and 2 thereto, shall be sufficient cause for the Lender to terminate the loan and repossess the loaned property.** Repossession of all or any part of the loaned property by the Lender shall be made at no cost or expense to the Government and shall be borne by the Borrower. The Borrower shall defray all demilitarization, maintenance, freight, storage, crating, handling, transportation and other applicable charges attributable to such repossession and return to Lender. If Borrower is unable to meet the financial responsibilities set forth, a call for the Surety Bond outlined in **Section 4.4.b** will be implemented.

**14.2.** In the Event the loan is terminated for cause, the provisions of this agreement will remain in effect until all borrowed property has been relocated and or returned to Lender.

**14.3.** Termination of the loan and subsequent repossession of all or any party of the loaned property at the option of the Borrower shall require no less than 30 days advance notice to the Lender in writing. This requirement may be waived by the Lender only through the provision of a written waiver to the Borrower prior to the return of the loaned property.

**14.4.** The Lender reserves the right not to renew the loan agreement, in all or part, or to recall the property if required by the Lender to meet the requirements of the NNAM, NAS Pensacola, or other military purposes. In such an event, the Borrower will not be responsible for transportation costs. The Lender will provide a written 30-day notice of intent to recall to the Borrower.

**14.5.** In the event of recall by the Lender following: the end of the loan agreement period; the borrower no longer has a desire to retain the loan; the Borrower is not abiding by the loan agreement; the Borrower and Lender cannot come to an agreement on a subsequent loan renewal, then all costs associated with the movement of the property from the Borrower's site to NNAM will be accomplished at the Borrower's expense.

**15.0. Dispute Resolution.** In the event a dispute arises between the parties over the terms of this loan agreement/loan renewal, reasonable attempts will be undertaken to resolve the matter through negotiation between agents appointed, in writing, by the parties. In the further event that negotiations fail to reach a resolution, the parties agree that federal law will apply and the Federal District Court for the Northern District of Florida at Pensacola, Florida will have exclusive jurisdiction over such matters.

**16.0. Acknowledgements.**

**16.1.** Borrowers should recognize that in accepting from NNAM, acting on behalf of the Naval History & Heritage Command, historical property on loan for the purpose of displaying it, that they incur a significant maintenance and security responsibility as listed in the Loan Agreement; Attachment 1, "Instruction for Preparation and Maintenance of Safe for Display Aircraft" and Attachment 2 "Instructions for the Care of Artifacts." Failure to have proper tie downs, repair damage, insurance coverage, perform annual upkeep, ensure proper security requirements, maintain adequate fire suppression systems for loaned items housed inside buildings, etc., may be viewed as gross negligence. While proof of ordinary versus gross negligence is generally a question of fact, and may vary from jurisdiction to jurisdiction, the failure to protect loaned property after proper direction to do so is an act of negligence and possible gross negligence. Black's Law Dictionary, Seventh Edition defines Gross Negligence as "*a conscious, voluntary act or omission in reckless disregard of a legal duty and of the consequences to another party, who may typically recover exemplary damages.*"

**16.2.** 18 U.S.C. §1001: US Code – Section 1001: Statements or entries generally

(a) Except as otherwise provided in this section, whoever, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully—

- (1) Falsifies, conceals, or covers up by any trick, scheme, or device a material fact;
- (2) Makes any materially false, fictitious, or fraudulent statement or representation; or
- (3) Makes or uses any false writing or document knowing the same to contain any materially false fictitious, or fraudulent statement or entry;

shall be fined under this title or imprisoned not more 5 years. **(Please note: 16.2 does not apply to active-duty military commands/installations)**

Executed on behalf of the Lender this 19 day of Nov. 2020 at Naval Air Station Pensacola, FL.

UNITED STATES OF AMERICA

  
\_\_\_\_\_  
LENORE F. TAYLOR

Title: Aircraft Loan Department  
By direction

Agency: National Naval Aviation Museum  
Address: 1750 Radford Blvd., Suite B  
Pensacola, Florida 32508

Telephone: (850) 452-8451

Email: [Lenore.taylor@navy.mil](mailto:Lenore.taylor@navy.mil)

**ACCEPTANCE**

The Borrower, through its authorized representative hereby accepts responsibility and delivery of the loaned property subject to the terms and conditions contained in the Loan Agreement set forth above. The Borrower certifies that they have read, understand, and acknowledge that concealing a material fact and/or making a fraudulent statement in dealing with the federal government may constitute a violation of federal law.

Executed on behalf of the Borrower this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_.

\_\_\_\_\_  
(NAME OF BORROWER/ORGANIZATION)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TYPED OR PRINTED NAME & TITLE)

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

EMAIL (TYPED OR LEGIBLY PRINTED): \_\_\_\_\_

## ATTACHMENT 1

### NATIONAL NAVAL AVIATION MUSEUM (NNAM) LOAN AND STATIC DISPLAY PROGRAMS

#### INSTRUCTION FOR PREPARATION AND MAINTENANCE OF SAFE FOR DISPLAY AIRCRAFT (where applicable)

##### SECTION A – GENERAL

###### A. Information:

1. This instruction covers the requirements for the preservation and preparation of aircraft for static display purposes by an organization borrowing an aircraft from the National Naval Aviation Museum (NNAM).
2. These requirements are designed to return and/or maintain the aircraft in as near original configuration as possible and to render them safe for public display.
3. Generally, all reconditioning, repairing, and refinishing will be accomplished in accordance with current OPNAV directives and NAVAIR instructions in a manner that would not modify the artifact in any way, thereby altering the original form, design, or the historical significance of said property. Deviations from this standard must be requested in writing with prior approval being in the form of expressed written consent by NNAM.

###### B. Radiation Safety:

1. Completion of radiation survey will be verified by the NNAM prior to physical transfer of aircraft.
2. Interior of aircraft must be secured and all access prevented until radiation survey is completed. No restoration activity inside or outside the aircraft will be permitted until the radiation survey is completed.
3. Survey of aircraft displayed at non-DOD organizations will be accomplished by Naval History and Heritage Command (NHHC) Radiation Safety Officer or an authorized Naval representative and annotated accordingly.
4. No radioactive components will be reinstalled by the borrowing organization. If radioactive items are found installed during later inspections, the borrowing organization will pay the cost of removal of the radioactive items and any decontamination required.

### **C. Security Requirements:**

1. The aircraft on display and undergoing preparation for display shall be kept secure from unsupervised personnel. The aircraft will be maintained with sufficient security to insure that it is protected from vandalism, theft, or unauthorized removal of components and assemblies.
2. Any theft or unauthorized removal of components or assemblies shall be immediately reported to the local law enforcement agency and by the next business day to the NNAM. Notification to the NNAM must be followed by a report of the investigation of the incident within 30 days of the event.
3. All canopies, doors, access hatches, and access plates, excluding one entrance door, will be permanently sealed shut by any of the following methods to prevent unauthorized entry:
  - a. Bolting through the hatch to internal crossbars placed across the opening. These can be fabricated from sturdy steel strapping or channel iron or aluminum.
  - b. Riveting the door securely to the jamb section.
  - c. Attaching hasp internally and securing with inside padlock.
  - d. Whatever method is employed to secure doors and access hatches, the crevices remaining will be filled with caulking compound or elastic putty to prevent internal damage from rain, snow, dust, and ice. A hasp welded or riveted in place must secure the access door that is not permanently sealed. Multiple locks (two or three) are preferable, each with a separate key or combination. This technique will reduce the possibility of unauthorized access but will provide emergency and maintenance entry for authorized personnel.

### **D. Maintenance Records:**

1. Whenever items are permanently removed, the removal and disposition of such items shall be annotated on a NNAM maintenance log form (available from NNAM) and a copy forwarded to the NNAM loans and acquisitions department for record (prior approval of work must be approved by the NNAM).
2. All work items that are accomplished shall be listed and signed off on the NNAM maintenance log.
3. Utilizing the maintenance log, a detailed accounting will be maintained by the borrower of all items removed or installed with the date of installation/removal and the name of the individual(s) performing the work.
4. Copies of all maintenance records must be returned to the NNAM with the biennial Certification of Loaned Government Property (CLGP) for preservation.

## **E. References:**

The work requirements listed herein have been developed in accordance with the following directives: DOD 4160.28, NAVAIR 01-1A-35, and applicable aircraft Maintenance Instruction Manuals (MIMs)

## **SECTION B – REQUIREMENTS**

### **A. Demilitarize all Armament Systems and Explosive Material:**

1. Disarm all systems in accordance with the applicable MIMs and certify action in accordance with Aircraft Reclamation and Demilitarization Procedures sign-off sheet (provided by NNAM). Warning: disarming, removal, and disposal must be accomplished by qualified personnel identified on Command Letterhead or an authorized Naval representative and annotated accordingly.
2. Aircraft intended for outdoor display must have all weapons less than 30MM (machine guns, cannons) removed. Only simulated weapons may be used. No weapons of any type may be loaned to non-Department of Defense (DOD) organizations.

### **B. Prepare Power Plant for Permanent Storage:**

1. Prepare engines for permanent storage (if applicable).
2. Disconnect and drain all water and oil lines, tanks, valves, and pumps. Reconnect lines and reinstall plugs after draining (if applicable).
3. Clean excess oil and grease from exterior components of engines (if applicable).
4. Check power plant cowling for corrosion and damage. Repair and refinish as necessary or utilize suitable substitutes.
5. Install intake and exhaust protective covers. Standard covers may be used if available, or suitable substitutes.
6. Clean and preserve propeller domes.
7. Clean deicer boots and apply approved corrosion preventive compounds.
8. Clean and check metal components of propellers for corrosion. Treat any affected areas and refinish to standard configuration.

### **C. Defueling and Purging Fuel Systems:**

1. Defuel, low point drain, depuddle (providing fuel cells are accessible without major component removal, e.g., wings), and purge all internal and external fuel cells for 24 hours.
2. Spray or seal fuel cells with an approved corrosive preventive compound (10-10 oil) as applicable.
3. Drain water injection systems and deicing fluids whenever found.

**D. Nitrogen Precharge:**

1. All pressure gaseous shall be depleted and rendered inert or holding system removed.

**E. Wing fold:**

1. Shall be in the down-locked position or folded with wing lock devices installed for display (if applicable).

**F. Prepare Landing Gear:**

1. Release high-pressure gas from all landing gear shock struts.
2. Clean and preserve struts, paying particular attention to oleos (chrome) and exposed cylinders.
3. Clean all wheels and other landing gear components.
4. Check and remove corrosion. Repaint to standard configuration.
5. Check all tires for excessive wear and adjust pressure as required.
6. Secure all retractable landing gear in the down position with positive lock devices. Tailhook nitrogen precharge depleted and Tailhook should be secured (if applicable).

**G. Prepare Hydraulic Systems:**

1. Dissipate hydraulic system pressure and release air from hydraulic accumulators (if applicable).
2. Disconnect and drain all hydraulic reservoirs, valves, and pumps. Reconnect and reinstall drain plugs after draining (if applicable).
3. Clean all exposed finished surface and actuating rods, hydraulic cylinders, locks and valves. Other hydraulic equipment will be cleaned and coated with an approved corrosion preventative compound.

**H. Prepare Oxygen Systems:**

1. All pressure gaseous or liquid oxygen system cylinders and converters shall be disconnected, drained, and rendered inert or removed (if applicable).

2. Stow all oxygen mask, bottles, and hoses. Remove all oxygen masks from aircraft displayed outside and store in a secure area conducive to preservation (if applicable).

3. Install dust plug in filler valves and recharge hoses (if applicable).

#### **I. Prepare Electrical Systems:**

1. Remove all aircraft batteries and dispose of them through authorized sources and procedures.

2. Remove dry cell batteries from frequency meters and other equipment (if applicable).

3. Pull all circuit breakers, only on non-radioactive (white plastic shank) type. Contact NNAM for a radiation survey of circuit breakers in questions, and for assistance with problems. Do not pull radioactive circuit breakers open, as deteriorated radium paint may be scattered in the process to created possible hazards (if applicable).

#### **J. Prepare Electronics Systems:**

1. Leave all electronic equipment that is not reclaimed installed on the aircraft.

2. Radioactive materials have been removed or certified to contain acceptable levels by a qualified radiation inspector (if applicable).

3. Coat exposed metal whip antennas and mechanical items with an approved corrosion preventive compound.

4. Stow all connectors from equipment that has been removed.

#### **K. Miscellaneous Utilities:**

1. Remove bottles from all fire extinguishing systems, dissipate and reinstall. Caution: Insure all chemicals are disposed of in accordance with established State and Federal Government policies (if applicable).

2. Drain and clean entire drinking water system (if applicable).

3. Drain, clean, and reinstall coffee jugs and water jugs (if applicable).

#### **L. Prepare Airframe:**

1. Check airframe for corrosion and treat affected areas in accordance with standard aviation practices.

2. Clean all debris and foreign material from interior of fuselage.

3. Check airframe for external damage and repair in accordance with standard aviation industry practices.

4. Cover all openings that will allow the entrance of water or other foreign matter that may have a corrosive or other deteriorating effect. Use standard covers if available, or suitable substitutes. Additional protection may be incorporated for aircraft placed in outside storage.
5. Check all fuselage, wing, and empennage drain holes for obstructions. Outside storage or display may necessitate additional or larger drain holes to ensure proper drainage. Drain holes should be periodically probed to mitigate obstructions (if applicable).
6. Clean and treat lavatory and relief facilities or systems (if applicable).
7. Check all astrodomes and plastic panels for crazing and damage, repair and/or replace as necessary. Clean all plastic panels thoroughly with soap and water.
8. Inspect for water trapped in lower portions of fuselage. If water is present, comply with instructions contained in applicable MIMs for removal and correction.

#### **M. Prepare Control Surfaces:**

1. Check all control surfaces for corrosion, rot and insect infestation. Treat, repair or replace the affected areas.
2. Check all control surfaces for external damage and repair areas as necessary for display purposes.
3. Inspect all fabric-covered control surfaces, repair or recover as necessary.
4. Check all control surfaces, attaching mechanisms for loose rivets and/or sheared bolts; repair or replace as necessary.
5. Secure all movable surfaces in a neutral position with positive locking devices.

#### **N. Final Preparation:**

1. Entire aircraft cleaned and refinished as required.
2. Secure aircraft by attaching wheel chocks.
3. Place aircraft on surface concrete or asphalt of sufficient strength to support ramp weight of the aircraft. This will not apply if the recipient, with written permission of the NNAM, mounts the aircraft and attaches it to a pylon for public display (engineering drawings and specifications must be submitted to NNAM for approval).

4. Aircraft displayed inside are normally supported on pneumatic tires but must be placed on display stands sufficient in height to provide mild tire contact with the display surface. Tires should be inflated which will maintain their inflated shape and support the weight of the aircraft for the life of the casing.
5. Remove all antenna wires that could serve as a bird roost.
6. Install bird proofing on all aircraft openings, including intake and exhaust covers.
7. Flag or cover all protruding objects of a hazardous nature.

**O. Coordination:**

1. Deviation from the procedures outlined in the attachment must be requested in writing and require written approval from the NNAM prior to deviation.

## ATTACHMENT 2 (where applicable)

### NATIONAL NAVAL AVIATION MUSEUM (NNAM) LOAN

#### AND STATIC DISPLAY PROGRAMS

#### INSTRUCTIONS FOR THE CARE OF ARTIFACTS

##### A. Information:

1. These general guidelines are provided to fulfill the NNAM's obligation to ensure the preservation of the collection, and to define the responsibilities of organizations that retain historic property for display.
2. Under normal circumstances, objects will not be made available from the NNAM unless the basic measures for preservation and conservation listed below have already been accomplished. However, regardless of the state of preservation at the time of receipt, an assessment must be made and all appropriate measures taken to ensure continued preservation of historical property. All items must be properly prepared for preservation, placed in a safe environment, inspected periodically, and preserved when necessary.

**B. Damage Threats to Artifacts:** The threats of damage or deterioration to artifacts generally come from four sources:

1. People – The greatest threat to the continued survival of an artifact comes from people. This is a result of mishandling the artifact resulting in mechanical breakage, soiling from unprotected hands (fingerprints), improper cleaning methods, and incorrect attempts at preservation or repairs (making it “look” better). Unfortunately, theft must also be included in this category.
2. Light – Light, a form of radiation, is damaging to many materials, especially fabrics. This damage is first observed as the fading of colors, followed ultimately, by the breakage of fabric fibers. The most harmful portion of the light spectrum is the ultra-violet (UV).
  - a. All historical property on loan from the NNAM that is on interior exhibit will not be exposed to a light level from any source, which exceeds 200 lux or 20 foot-candles. The acceptable level for most museum objects falls between 50 and 200 lux or 5 and 20 foot-candles. Sensitive objects, such as artwork, color/black and white photographs, and textiles should have their intensity levels adjusted downward toward lower limits and/or limited exposure time. (Remember, there is a reciprocity law between intensity (lux) and time of exposure: 10 hours of exposure @ 50 lux has the same damaging effect as 1 hour @ 500 lux); therein lays the reasoning behind either lowering the intensity of the source or limiting the time of exposure.
  - b. The most harmful portion of the light spectrum is the ultra-violet (UV). The most common source of UV radiation is natural sunlight and fluorescent tube lighting. Normal incandescent

lighting is low in UV radiation. UV level is measured in Microwatts per Lumen using the Crawford Light Meter. The acceptable UV level for historical property on loan from the NNAM for interior exhibit will not exceed 75 MW per Lumen. Levels below 25 MW per Lumen are preferable. Protection of UV is accomplished by avoidance or shielding. Shielding of UV producing light source, such as direct or diffused sunlight and all fluorescent lighting, requires UV Plexiglas or solar screen UV filtering sleeves, which slide onto fluorescent tubes. Two grade of UV protection are commonly available in sheet Plexiglas: U/F3, which blocks UV at around 400nm, and U/F 5, which blocks UV from about 375 nm to 400 nm. U/F 5 is preferable, due to its greater range of protection. All UV filtering media have a life span of about 10 years, after which they must be changed to maintain their effectiveness.

3. Environment – The most common environmental threats are normally associated with heat and humidity. Ideally, an artifact is both stored and displayed in a constant heat of 68 degrees (never to exceed 72 degrees) and 50% humidity. Of the two, humidity is the most destructive. Rapid changes in humidity, accelerated and exaggerated by temperature changes, are the most destructive and to be avoided. Excessive heat in displays is usually associated with improper use of incandescent lights (low in UV but high in radiated heat). Excessive heat and/or humidity also create a more favorable environment for the growth of molds and fungus as well as rust/corrosion. In addition, an environmental consideration would be chemical contamination of the environment. Examples of this would be the fuming of formaldehydes from unsealed plywood or the contact of artifacts with “normal” paper products, which all have a high acid content.

4. Animal/Insect – The ideal environment for the preservation of artifacts unfortunately also becomes the ideal environment for animal and insect life. Both forms can be highly destructive. The first line of defense is the cleanliness of the materials and mechanical barriers for entrance. Close and frequent inspections will provide early detection of such life. If and when detected, remember many of the methods of elimination are also destructive to artifacts.

**C. General Guidelines for all Artifacts:** Since the collection is comprised of objects of practically every material or combination of materials, it is best to prescribe their treatment and care in general terms.

1. All artifacts must be protected from harmful exposure and maintained in as stable an environment as possible. Preservative treatments and mounting methods will vary with each item depending on its material(s), condition, and display attitude. The following are some important rules for artifacts on loan From NNAM:

- a. **Never perform a preservation treatment on and item without consultation and written approval from NNAM**
- b. **Never modify an object in such a way as to alter or compromise its integrity, authenticity, or uniqueness for the purpose of displaying it. Plans/designs proposing the manner in which loaned artifacts will be displayed will be forwarded to NNAM for consideration and approval prior to any artifact being placed on display.**
- c. **Provide appropriate physical security** against vandalism or outright theft through the use of locked or sealed display cases. Security should be commensurate with the object value.

(For example, a gold World War I pilot's badge requires far more protection than a nickel-chrome plated 1950 vintage pilot's wings.)

2. If you are in doubt about a proposed object's treatment or preparation for display, do not do anything. Contact the NNAM Curator for guidance or assistance.

**D. Preservation of Organic Objects:** (Wood, leather, bone, ivory, wool, cotton, silk & synthetics such as rayon, nylon, etc.)

1. Organic objects must be shielded from ultra-violet light, which breaks down coloring pigmentation as well as the fibers themselves. This requires shielding of any UV producing light source such as direct or diffused sunlight and all fluorescent lighting with either UF-3 Plexiglas or solar screen UV filtering sleeves, which slide on to fluorescent tubes. Such products are commonly available.
2. Keep organic objects clean, dust free, infestation guarded, and in a stable, non-fluctuating atmosphere as near to 68 degrees Fahrenheit temperature (never to exceed 72 degrees) and 50 percent relative humidity as possible. Severe damage can result from either extremes of high or low temperature or humidity, but it is the fluctuation between extremes that causes the most deterioration.
3. All artifacts should be handled only while wearing photo handler's /archivist's gloves.
4. In short, good housekeeping and environmental control are essential in preserving all museum objects.

**E. Preservation of Inorganic Objects:** (Metal objects, rubber, glass, porcelain, plastics, and various other synthetics.)

1. Most metal objects will oxidize, tarnish and corrode. Thus, it is important to provide protection for metal artifacts. This can be achieved by observing the guidelines for environmental control and housekeeping. Never handle metal objects with bare hands. Perspiration and acidic moisture from hands sets up conditions for rust, corrosion, etc. Bare metals should be sealed with microcrystalline wax or lacquer to deter moisture and contaminants from attacking surfaces. Rubber items should be protected from direct sunlight and ozone as those agents accelerate the deterioration of the rubber. Applying a preservative treatment (Armor All or equivalent) to rubber items helps with their preservation and protection from light and ozone. **No treatment will be performed on loaned artifacts without approval of NNAM.**
2. As with organic objects, proper environmental control and good housekeeping are essential to preserving inorganic objects.

**F. Conservation:** Adherence to the guidelines for preservation of objects will go a long way to insure their longevity. In rare instances, some conservation measures may be needed. **Contact NNAM if you have any concerns about loaned items and requirements for conservation.**

**G. Handling:** All objects shall be handled only while wearing cotton, nylon, or latex (unpowdered) gloves. Two hands should be used to handle or carry objects to reduce risk of dropping. Carry only one object at a time using both hands.

**I. Display:** Displaying an object can be very detrimental to it if not done properly. Cases should be designed to incorporate UF-3 Plexiglas to shield objects from Ultra Violet light. Cases should be ventilated to allow air exchange but filtered to prevent entry of insects. All interior surfaces of wooden cases should be sealed with shellac. All artifacts should be buffered from acidic display materials. Never alter an artifact to fit a case or to facilitate mounting. Use slightly undersized mannequins to display uniforms. Do not force garments on to mannequins. Keep cases clean and place them in areas away from direct sunlight and extremes in temperature. Certain items such as original photographs, and paper material such as documents and newspaper, should never be displayed. Only copies of such items should be placed on display owing to the very fragile and vulnerable nature of this material. **Plans/designs proposing the manner in which loaned artifacts will be displayed will be forwarded to NNAM for consideration and approval prior to any artifact being placed on display.**

**J. Shipping:** Experience has shown major damage to artifacts have occurred during shipping. When shipping artifacts of a small nature by parcel, special care in wrapping and padding should be made. Larger items should be crated either by supporting base transportation officers or by professional moving companies.

**Grand Junction Regional Airport Authority**  
Agenda Item Summary

---

TOPIC:	Air Service Incentive Program		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Adopt the proposed air service incentive program to be offered to airlines for establishing or expanding air service at GJT.		
SUMMARY:	<p>Air Service Incentive Programs are a tool for airports to incentivize airlines to provide or expand service. Airport incentives help reduce airline barriers to entry in new markets including: name and/or service awareness, reduced financial risk for uncertain routes or destinations, and demonstrates community support in new air service.</p> <p>Airport staff have worked with our air service consultant, CMT to develop an air service incentive program to help increase access to affordable air service to unserved destination, stimulate growth on existing routes, and assist in the recovery of air service lost during the pandemic.</p> <p>The incentives offered include landing fee waivers, space rent waivers, and marketing incentives depending on the type of service added. Airport incentive programs are not the only tool used to establish new service, but will demonstrate the Airport's commitment to growing air service.</p>		
REVIEWED BY:	Executive Director and Legal Counsel (Dan Reimer)		
FISCAL IMPACT:	To Be Determined – depending on eligible airline service		
ATTACHMENTS:	Airline Incentive Program		
STAFF CONTACT:	Angela Padalecki <a href="mailto:apadalecki@gjairport.com">apadalecki@gjairport.com</a> Office: 970-248-8588		

---



## Grand Junction Regional Airport Air Service Incentive Program

### Background

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

### Goals of the Program

The goals of the Grand Junction Regional Airport Air Service Incentive Program are:

1. Increase access to affordable air service at GJT through new passenger service to unserved destinations with an emphasis on in-demand, target markets.
2. Stimulate incremental service on existing routes through additional frequencies or upgauging.
3. Assist in the recovery of air service lost during the COVID-19 pandemic by reducing the risk and financial burden to air carriers.

### Definition of Key Terms

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

### Targeted Airport Destinations

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

**Table 1: GJT Target Airport Destinations**

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



### Incentive Categories

#### *New Service to a Targeted Unserved Destination*

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

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

#### *New Service to an Unserved, Non-Target Destination*

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

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

#### *Expanded or Restored Service to an Existing Destination*

*Eligibility:* Any passenger air carrier establishing service to a destination currently served or suspended within the past 12 months.

1. **Additional Service to an existing destination:** A air carrier is eligible for a 100% landing fee waiver for 12 months.
2. **Additional frequency or increase of gauge by incumbent carrier to existing destination:** An air carrier is eligible for a 100% landing fee waiver for 12 months on new frequencies or flights operated with larger aircraft.
3. **Restoration of service suspended within last 12 months:** An air carrier is eligible for a 100% landing fee waiver for 12 months on flights that operated within the last 12 months and were in service for at least 6 consecutive months prior to suspension. To qualify, service must not have been suspended within the past 60 days.

#### *New Entrant Incentive*

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

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



### Terms and Conditions

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

**Grand Junction Regional Airport Authority**  
Agenda Item Summary

---

TOPIC:	2021 FAA Grant Application
--------	----------------------------

---

PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
----------	--------------------------------------	-----------------------------------	--

---

RECOMMENDATION:	Authorize the Executive Director to sign the grant application for submittal to the FAA for the 2021 Runway 11/29 grading & drainage design work.
-----------------	---

---

SUMMARY:	<p>The Airport Improvement Program (AIP) grant application encompasses projects listed on the Airport's 2021 Capital Improvement Plan (CIP).</p> <p>The projects to be accomplished for this year and every year going forward as per the CIP are an important part of providing a safe and efficient airfield/overall airport operation. The 2021 Airport Improvement Program (AIP) project included in this grant application is for design of grading and drainage work related to the Runway 11/29 Replacement Program.</p>
----------	---

---

REVIEWED BY:	Executive Director, Program Manager (Colin Bible) and Legal Counsel (Dan Reimer)
--------------	--

---

FISCAL IMPACT:	<p><b><u>Funding Sources</u></b> <b>Federal</b> - \$1,231,202 <b>State</b> - \$0 <b>GJRA</b> - \$182,190</p> <p><b>Total</b> - \$1,413,392</p>
----------------	--

---

ATTACHMENTS:	FAA Grant Application
--------------	-----------------------

---

STAFF CONTACT:	Angela Padalecki <a href="mailto:apadalecki@gjairport.com">apadalecki@gjairport.com</a> Office: 970-248-8588
----------------	--

---

**Application for Federal Assistance SF-424**

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
--	--	--

* 3. Date Received: <input type="text"/>	4. Applicant Identifier: <input type="text"/>
---	--

5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>
--	---

**State Use Only:**

6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>
---	---

**8. APPLICANT INFORMATION:**

* a. Legal Name: <input type="text" value="Grand Junction Regional Airport Authority"/>	
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="84-6111114"/>	* c. Organizational DUNS: <input type="text" value="1561353940000"/>

**d. Address:**

* Street1:	<input type="text" value="2828 Walker Field Dr. Ste 301"/>
Street2:	<input type="text"/>
* City:	<input type="text" value="Grand Junction"/>
County/Parish:	<input type="text" value="Mesa"/>
* State:	<input type="text" value="CO: Colorado"/>
Province:	<input type="text"/>
* Country:	<input type="text" value="USA: UNITED STATES"/>
* Zip / Postal Code:	<input type="text" value="81506-8667"/>

**e. Organizational Unit:**

Department Name: <input type="text"/>	Division Name: <input type="text"/>
--	--

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix: <input type="text" value="Mrs."/>	* First Name: <input type="text" value="Angela"/>
Middle Name: <input type="text"/>	
* Last Name: <input type="text" value="Padalecki"/>	
Suffix: <input type="text"/>	

Title: <input type="text" value="Executive Director"/>
--

Organizational Affiliation: <input type="text"/>
---

* Telephone Number: <input type="text" value="(970) 248-8588"/>	Fax Number: <input type="text"/>
---	----------------------------------

* Email: <input type="text" value="apadalecki@gjairport.com"/>
--

**Application for Federal Assistance SF-424**

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

X: Other (specify)

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

Airport Authority

**\* 10. Name of Federal Agency:**

Federal Aviation Administration

**11. Catalog of Federal Domestic Assistance Number:**

20.106

CFDA Title:

Airport Improvement Program

**\* 12. Funding Opportunity Number:**

N/A

\* Title:

N/A

**13. Competition Identification Number:**

N/A

Title:

N/A

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

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

Runway 12-30 Grading and Drainage Package

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant

\* b. Program/Project

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

Add Attachment

Delete Attachment

View Attachment

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="1,368,392.00"/>
* b. Applicant	<input type="text" value="45,000.00"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="1,413,392.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on .
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- Yes
- No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

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

\*\* I AGREE

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

**Authorized Representative:**

Prefix:  \* First Name:   
Middle Name:   
\* Last Name:   
Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:

\* Date Signed:



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

## **FAA Form 5100-100, Application for Federal Assistance (Development and Equipment Projects)**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 28 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200; no assurance of confidentiality is provided. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

## **INSTRUCTIONS FOR FORM 5100-100**

### **PART I – Application for Federal Assistance**

Part I of the Application for Federal Assistance consists of a completed Standard Form (SF) 424. The remaining parts of Form 5100-100 (Parts II, III and IV) represent continuation pages that the Sponsor must attach to the associated SF-424 form. The signature of the Sponsor's authorized representative on the SF-424 form represents acceptance of the representations and certifications made within the corresponding FAA 5100-100 form.

### **PART II – Project Approval Information**

This information is necessary for the Federal Aviation Administration to evaluate this request for Federal assistance. Responses do not require an explanation unless explicitly requested by the question.

#### **SECTION A. STATUTORY CONDITIONS**

**Item 1** – Indicate whether the Sponsor maintains an active registration in the Federal System for Award Management (SAM). Pursuant to 2 CFR §25.200(b), a Sponsor must maintain an active registration in the Central Contractor Registration repository (housed within SAM) with current information at the time of the application and during the active period of the Federal award.

**Item 2** – Indicate whether the Sponsor can commence the project within the same fiscal year the grant is made or within 6 months of when the grant is made, whichever is later. Attach explanation for negative responses. This information is considered when allocating discretionary funds. (49 U.S.C. § 47115(d)(2))

**Item 3** – Indicate whether the Sponsor can complete the project without unreasonable delays. If applicable, provide listing of foreseeable events (winter shutdown, land acquisition issues, non-aeronautical events, etc.) that have potential to delay completion of the project. (49 USC § 47106(a))

**Item 4** – Indicate whether the environmental review (i.e. environmental assessment, mitigated FONSI, etc.) identified impacts or effects on the environment that require mitigating measures that lessen the impact or effect on the environment. If yes, provide a summary listing of mitigating measures. (49 U.S.C. § 47106(c))

**Item 5** – Indicate whether the project covered by this request is also covered by an approved Passenger Facility Charge (PFC) application or other Federal assistance program by selecting all applicable check boxes (49 U.S.C. § 40117(d) and 2 CFR § 200.403). If the approved PFC application only addresses the Sponsor's AIP matching share, select the appropriate check box.

If the project, or portions thereof, is covered by another Federal assistance program, identify the Federal assistance program by name and the Catalog of Federal Domestic Assistance (CFDA) number.

**Item 6** – Indicate whether the Sponsor intends to seek reimbursement of Sponsor indirect costs as defined by 2 CFR §200.414 and 2 CFR Appendix VII to Part 200. This information request **does not** include the indirect costs claimed by a for-profit entity (e.g. consultant).

- The de minimis rate may only be used if the Sponsor has not previously received a negotiated Indirect Cost Rate (ICR) and does not exceed the limitations prescribed in Appendix VII to Part 200.
- A Sponsor with an existing approved negotiated ICR must identify the ICR value, the name of the cognizant agency that approved the ICR and the date of approval.

#### **SECTION B. CERTIFICATION REGARDING LOBBYING**

This section addresses the Sponsor's declaration regarding lobbying activities. The declaration made in the section are under signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached.

Title 31 U.S.C. § 1352 establishes that no appropriated funds may be expended by a recipient of a Federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this covered Federal assistance action. Pursuant to 40 CFR part 20, this certification attests that the Sponsor has not made, and will not make, any prohibited payment by 31 U.S.C. § 1352.

## SECTION C. REPRESENTATIONS AND CERTIFICATION

1. **Compatible Land Use** (49 U.S.C. § 47107(a)(10)) – Identify actions the Sponsor has taken to assure land uses in close proximity to the airport are compatible with normal airport operations.
2. **Defaults** – Confirm that Sponsor is not in default on any obligation to the United States or any agency of the United States government.
3. **Possible Disabilities** – Confirm that Sponsor has no facts or circumstances (i.e. legal, financial or otherwise) that might adversely affect the Sponsor in completing the project and carrying out the provisions of the associated Grant Assurances.
4. **Consistency with Local Plans** (49 U.S.C. § 47106(a)) – Confirm project is consistent with plans (existing at the time the project is approved) of public agencies authorized by the State in which the airport is located to plan.
5. **Consideration of Local Interests** (49 U.S.C. § 47106(b)) – Confirm the Sponsor has given fair consideration to the community in and near the project.
6. **Consultation with Users** (49 U.S.C. § 47105(a)) - Confirm the Sponsor has consulted with airport users that will be affected by the project.
7. **Public Hearings** (49 U.S.C. § 47106(c)) – For projects involving the location of an airport, runway or major runway extension, confirm the Sponsor:
  - a. Provided an opportunity for a public hearing to consider economic, social and environmental effects of the project.
  - b. Has voting representation from the communities in which the project is located; or has advised the communities that they have the right to petition the Secretary about the proposed project.
8. **Air and Water Quality Standards** - Confirm Sponsor will comply with applicable air and water quality standards.
9. **Exclusive Rights** (49 U.S.C. § 47107(a)) – Identify all instances of exclusive rights to conduct aeronautical services at the airport.
10. **Land (49 U.S.C. § 47106(b))** –
  - a. Identify property interests specific to the development project and/or land acquisition. The declaration of property interest is to be based upon a title opinion submitted by an attorney. When identifying the property interest, use the same parcel numbers as used to identify the property on the associated Exhibit A property map.  
Example: “*Sponsor maintains property interest as depicted within the property table on the Exhibit A property map dated \_\_/\_\_/\_\_ originally filed with AIP Project ###.*”
  - b. Complete this subpart if the Sponsor proposes a project for which they have not yet obtained appropriate property interests. Note that the work may not commence until Sponsor obtains acceptable property interests. Identify such property by parcel number that corresponds to the associated Exhibit A property map.
  - c. Complete this subpart when acquiring property interests under the grant. Identify such property by parcel number that corresponds to the associated Exhibit A property map.

## **PART III – Budget Information**

### **SECTION A. GENERAL**

**1. Assistance Listing Number** - Show the Assistance Listing Number from which the assistance is requested.

**2. Functional or Other Breakout:** Indicate “Airport Improvement Program”. Prepare a separate set of Part III forms for other Federal program categories.

### **SECTION B. CALCULATION OF FEDERAL GRANT**

When applying for a new grant, use the Total Amount Column only. Use all columns when requesting revisions of previously awarded amounts.

**Line 1** - Enter amounts needed for administration expenses, which may include such items as: legal fees, mailing/shipping expenses, audit fees and documented Sponsor employee time that is necessary to administer the grant.

**Line 2** - Enter amounts pertaining to allowable preliminary expenses. These include such expenses as independent fee estimate preparation, advertising expenses and permits.

**Line 3** - Enter amounts directly associated with the acquisition of land, existing structures, and related right-of-way.

**Line 4** - Enter fees for architectural engineering basic services.

**Line 5** - Enter amounts for architectural engineering special services (e.g. surveys, tests and borings).

**Line 6** - Enter fees for inspection, testing and monitoring of construction and related programs.

**Line 7** - Enter amounts associated with the development of land where the primary purpose of the grant is land improvement. Site work normally associated with major construction should be excluded from this category and shown on line 11.

**Line 8** - Enter the dollar amounts needed to provide relocation advisory assistance, and the net amounts for replacement (last resort) housing. Do not include relocation administration expenses on this Line; include them on Line 1.

**Line 9** - Enter the estimated amount of relocation payments to be made to displaced persons, business concerns, and non-profit organizations for moving expenses and replacement housing.

**Line 10** - Enter the cost of demolition or removal of improvements on developed land. Reduce the costs on this line by the amount of expected proceeds from the sale of salvage, if so instructed by the Federal grantor agency. Otherwise, show the proceeds on Line 15.

**Line 11** - Enter amounts for the actual construction of, addition to or restoration of a facility. Include in this category the amounts of project improvements such as grading, drainage, paving, marking, lighting, buildings, seeding/sodding, etc.

**Line 12** - Enter amounts for equipment. Examples include ARFF vehicles, SRE equipment, AWOS equipment, interactive training, NAVAID equipment, etc.)

**Line 13** - Enter miscellaneous amounts for items not specifically covered by previous categories.

**Line 14** - Enter the sum of Lines 1-13.

**Line 15** - Enter the estimated amount of program income that will be earned during the grant period and applied to the program. Examples include vehicle trade-in value, sale of millings resulting from project, credits passed on from contractor, etc. This line may be used to indicate applied liquidated damages.

**Line 16** - Enter the difference between Line 14 and Line 15.

**Line 17** - Enter the aggregate amount for those items, which are a part of the project but not subject to Federal participation. Refer to Section C, exclusions.

**Line 18** - Enter the subtotal sum of Lines 16 and 17. (This is the amount to which the matching share ratio prescribed in program legislation is applied.)

**Line 19** - Indicate the total amount of the Federal assistance requested. This value is determined by multiplying the grant participation rate by the amount indicated in line 18.

**Line 20** - Indicate the amount of the Grantee's share (from Section D).

**Line 21** - Indicate the amount of other shares (from Section D)

**Line 22** - Indicate sum of Lines 19, 20 and 21.

#### **SECTION C. EXCLUSIONS**

**Line 23 a-g** - Identify and list those costs which are part of the project cost but are not subject to Federal participation because of program legislation or Federal grantor agency instructions. The total amount on Line g should agree with the amount shown on Line 17 of Section B.

#### **SECTION D. PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE**

**Line 24 a-g** - Show the source of the grantee's share. If cash is not immediately available, specify the actions completed to date and those actions remaining to make cash available under Section E - Remarks. Indicate also the period of time that will be required after execution of the grant agreement to obtain the funds. If there is a non-cash contribution, explain what this contribution will consist of.

**Line 24h** - Indicate total of Lines 24 a-g. This amount must equal the amount in Section B, Line 20.

**Line 25a** - Show the amount that will be contributed by a State or state agency, only if the applicant is not a State or state agency. If there is a non-cash or other contribution, explain what the contribution will consist of under Section E - Remarks.

**Line 25b** - Show the amount that will be contributed from other sources. If there is a non-cash contribution, explain what the contribution will consist of under Section E - Remarks.

**Line 25c** - Show the total of Lines 25a and 25b. This amount must be the same as the amount shown in Section B, Line 21.

**Line 26** - Enter the totals of Lines 24h and 25c.

#### **SECTION E. OTHER REMARKS**

Make any remarks pertinent to the project and provide any other information required by these instructions or the grantor agency. Attach additional sheets, if necessary.

## **PART IV – Program Narrative**

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

### **1. OBJECTIVES AND NEED FOR THIS ASSISTANCE**

Provide a short and concise description of the proposed improvement. Include a narrative on why this improvement is needed.

### **2. RESULTS OR BENEFITS EXPECTED**

Identify results and benefits to be derived. For example, include a description of who will occupy the facility and show how the facility will be used. For land acquisition or development projects, explain how the project will benefit the public.

### **3. APPROACH**

- a. Outline a plan of action pertaining to the scope and detail of how the Sponsor proposes to accomplish the work.
- b. Cite factors, which might accelerate or decelerate the work, and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as construction approach, reductions in cost or time or extraordinary social and community involvements.
- c. Provide projections of project milestone dates. As a minimum, identify target dates for defining project costs (i.e. bid opening or completion of negotiations), anticipated issuance of notice-to-proceed and anticipated project completion date.
- d. Identify monitoring and oversight mechanisms the Sponsor proposes to implement.
- e. List key individuals and entities such as consultant, Sponsor personnel and contractor who will work on the project. Provide a short description of the nature of their effort or contribution.

### **4. GEOGRAPHIC LOCATION**

Identify location of the project. This will typically be the name of the airport.

### **5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:**

- a. Describe the relationship between this project and other work planned, anticipated or underway under the Federal Assistance listed under Part II, Section A, Item 5.
- b. Explain the reason for all requests for supplemental assistance and justify the need for additional funding.
- c. If there have been significant changes in the project objectives, location, approach or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope, budget, or objectives have changed or an extension of time is necessary, explain the circumstances and justify.

### **6. SPONSOR'S REPRESENTATIVE**

Identify contact information of Sponsor's representative.

## Application for Federal Assistance (Development and Equipment Projects)

### PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A			
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.			
<b>Item 1.</b> Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	Yes	No	
<b>Item 2.</b> Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	Yes	No	N/A
<b>Item 3.</b> Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	Yes	No	N/A
<b>Item 4.</b> Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	Yes	No	N/A
<b>Item 5.</b> Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.  <div style="margin-left: 20px;">                     The project is included in an <i>approved</i> PFC application.                      If included in an approved PFC application,                      does the application <i>only</i> address AIP matching share?      Yes      No                 </div> The project is included in another Federal Assistance program. Its CFDA number is below.	Yes	No	N/A
<b>Item 6.</b> Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?  If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:  <div style="margin-left: 20px;">                     De Minimis rate of 10% as permitted by 2 CFR § 200.414.                       Negotiated Rate equal to                      % as approved by    (the Cognizant Agency)                      on    (Date) (2 CFR part 200, appendix VII).                 </div> <i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	Yes	No	N/A

**PART II - SECTION B**

**Certification Regarding Lobbying**

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, 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.

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

(3) The Authorized Representative 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 subrecipients shall certify and disclose accordingly.

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

**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

**1. Compatible Land Use** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

**2. Defaults** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

**3. Possible Disabilities** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

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

**5. Consideration of Local Interest** – It has given fair consideration to the interest of communities in or near where the project may be located.

**6. Consultation with Users** – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

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

**8. Air and Water Quality Standards** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

**PART II – SECTION C (Continued)**

**9. Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

**10. Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

---

<sup>1</sup> State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

**PART III – BUDGET INFORMATION – CONSTRUCTION**

<b>SECTION A – GENERAL</b>
1. Assistance Listing Number:
2. Functional or Other Breakout:

<b>SECTION B – CALCULATION OF FEDERAL GRANT</b>			
<b>Cost Classification</b>	<b>Latest Approved Amount (Use only for revisions)</b>	<b>Adjustment + or (-) Amount (Use only for revisions)</b>	<b>Total Amount Required</b>
1. Administration expense			
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. <b>Subtotal</b> (Lines 1 through 13)			
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. <b>Less:</b> Ineligible Exclusions (Section C, line 23 g.)			
18. <b>Subtotal</b> (Lines 16 through 17)			
19. Federal Share requested of Line 18			
20. Grantee share			
21. Other shares			
22. <b>TOTAL PROJECT</b> (Lines 19, 20 & 21)			

<b>SECTION C – EXCLUSIONS</b>	
<b>23. Classification (Description of non-participating work)</b>	<b>Amount Ineligible for Participation</b>
a.	
b.	
c.	
d.	
e.	
f.	
g. <b>Total</b>	

<b>SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE</b>	
<b>24. Grantee Share – Fund Categories</b>	<b>Amount</b>
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. <b>TOTAL</b> - Grantee share	
<b>25. Other Shares</b>	<b>Amount</b>
a. State	
b. Other	
c. <b>TOTAL</b> - Other Shares	
<b>26. TOTAL NON-FEDERAL FINANCING</b>	

<b>SECTION E – REMARKS</b> (Attach sheets if additional space is required)

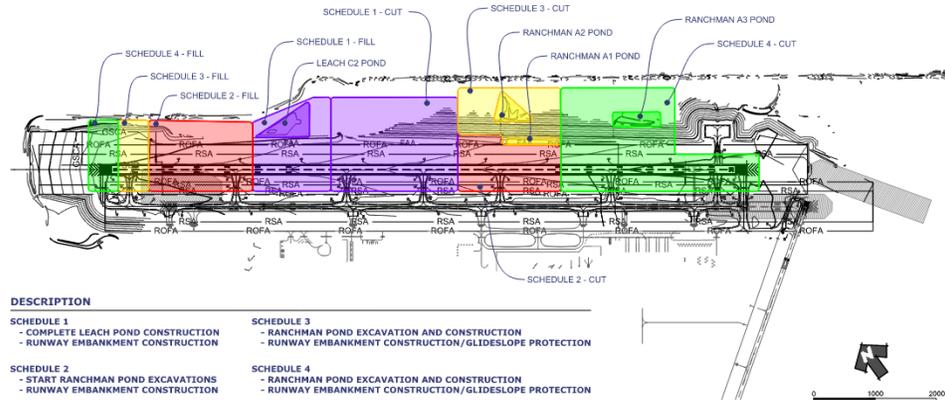
**PART IV – PROGRAM NARRATIVE**  
(Suggested Format)

<b>PROJECT:</b>
<b>AIRPORT:</b>
<b>1. Objective:</b>
<b>2. Benefits Anticipated:</b>
<b>3. Approach:</b> (See approved Scope of Work in Final Application)
<b>4. Geographic Location:</b>
<b>5. If Applicable, Provide Additional Information:</b>
<b>6. Sponsor's Representative:</b> (include address & telephone number)

# CIP/PREAPPLICATION DATA SHEET

**AIRPORT:** Grand Junction Regional Airport **LOCAL PRIORITY:** N/A **UPDATED:** December 2020  
**WORK ITEM:** Runway 12-30 Grading and Drainage Package

**SKETCH:**



DESCRIPTION	
<b>SCHEDULE 1</b>	- COMPLETE LEACH POND CONSTRUCTION - RUNWAY EMBANKMENT CONSTRUCTION
<b>SCHEDULE 2</b>	- START RANCHMAN POND EXCAVATIONS - RUNWAY EMBANKMENT CONSTRUCTION
<b>SCHEDULE 3</b>	- RANCHMAN POND EXCAVATION AND CONSTRUCTION - RUNWAY EMBANKMENT CONSTRUCTION/GLIDESLOPE PROTECTION
<b>SCHEDULE 4</b>	- RANCHMAN POND EXCAVATION AND CONSTRUCTION - RUNWAY EMBANKMENT CONSTRUCTION/GLIDESLOPE PROTECTION

**JUSTIFICATION:** Replacement Runway 12-30 Grading and Drainage Package (Design Only) is the continuation of the Runway 11-29 Relocation Program. The goal of this effort is to relocate the Runway with minimal impacts to aircraft users including maintaining IFR procedures, Navigational Aids etc. Building on the design work completed in the 60% Overall Design package, this project will serve as the design to complete the permitting, earthwork, detention, and other drainage elements needed to create the Runway 12-30 subgrade.

**SPONSOR SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**COST ESTIMATE:** Item (Design)

<b>ADMINISTRATION:</b>	\$ 10,000	1:	\$	4	\$
<b>DESIGN ENGINEERING:</b>	\$ 1,403,392	2:	\$	5	\$
<b>INSPECTION:</b>	\$	3:	\$	TOTAL:	\$ 1,413,392

**ADO USE:**

**PREAPP**                      **GRANT**                      **NPIAS**                      **WORK**                      **FAA**  
**NO:** \_\_\_\_\_ **NO:** \_\_\_\_\_ **CODE:** \_\_\_\_\_ **CODE:** \_\_\_\_\_ **PRIOR:** \_\_\_\_\_ **FED \$** \_\_\_\_\_



## **ASSURANCES AIRPORT SPONSORS**

---

### **A. General.**

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

### **B. Duration and Applicability.**

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

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

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

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

#### **3. Airport Planning Undertaken by a Sponsor.**

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

### C. Sponsor Certification.

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

#### 1. General Federal Requirements.

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

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1,2</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.<sup>1</sup>
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

## EXECUTIVE ORDERS

---

- a. Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 – Strengthening Buy-American Preferences for Infrastructure Projects

## FEDERAL REGULATIONS

---

- a. 2 CFR Part180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4,5,6</sup>
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- m. 49 CFR Part 20 - New restrictions on lobbying.

- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.<sup>1,2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Government-wide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

---

#### **SPECIFIC ASSURANCES**

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

---

#### **FOOTNOTES TO ASSURANCE C.1.**

- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

- <sup>5</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

**2. Responsibility and Authority of the Sponsor.**

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

**3. Sponsor Fund Availability.**

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

**4. Good Title.**

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

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

**6. Consistency with Local Plans.**

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

**7. Consideration of Local Interest.**

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

**8. Consultation with Users.**

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

**9. Public Hearings.**

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

**10. Metropolitan Planning Organization.**

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

**11. Pavement Preventive Maintenance.**

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

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

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

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

**14. Minimum Wage Rates.**

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

**15. Veteran's Preference.**

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

**16. Conformity to Plans and Specifications.**

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

**17. Construction Inspection and Approval.**

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

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
  - 1) Operating the airport's aeronautical facilities whenever required;
  - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

**20. Hazard Removal and Mitigation.**

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

**21. Compatible Land Use.**

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

respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

## 22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
  - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

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

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

### **24. Fee and Rental Structure.**

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

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated

by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

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

## 26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

## **27. Use by Government Aircraft.**

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

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

## **28. Land for Federal Facilities.**

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

## **29. Airport Layout Plan.**

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

with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### 30. Civil Rights.

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

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

#### b. Applicability

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

#### c. Duration.

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

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

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

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

- e. Required Contract Provisions.

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

### 31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1)

- reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
  - c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
  - d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U. S. C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

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

### **34. Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated \_\_\_\_\_, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

### **35. Relocation and Real Property Acquisition.**

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

### **36. Access By Intercity Buses.**

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

### **37. Disadvantaged Business Enterprises.**

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

### **38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or

operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

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



**FAA  
Airports**

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

Updated: 2/28/2020

View the most current versions of these ACs and any associated changes at:  
[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars) and  
[http://www.faa.gov/regulations\\_policies/advisory\\_circulars/](http://www.faa.gov/regulations_policies/advisory_circulars/)

NUMBER	TITLE
70/7460-1L Changes 1 - 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13C	Development of State Aviation Standards for Airport Pavement Construction
150/5200-28F	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1 - 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment

NUMBER	TITLE
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A, Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design

<b>NUMBER</b>	<b>TITLE</b>
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1M	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18G	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28H	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42J	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment

<b>NUMBER</b>	<b>TITLE</b>
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases

**THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY**

Updated: 3/22/2019

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

## STANDARD DOT TITLE VI ASSURANCES

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

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:
  - (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and
  - (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:
  - (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - (b) the period during which the Sponsor retains ownership or possession of the property.
7. **It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.**



## **CONTRACTOR CONTRACTUAL REQUIREMENTS**

### ATTACHMENT 1

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

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

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

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

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

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

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

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

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

### **ATTACHMENT 2**

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

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

**REQUIRED STATEMENTS  
AIRPORT IMPROVEMENT PROGRAM PROJECTS**

**AIRPORT:** Grand Junction Regional Airport

**LOCATION:** Grand Junction, Colorado

**AIP PROJECT NO.:** \_\_\_\_\_

**STATEMENTS APPLICABLE TO THIS PROJECT**

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

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

**BY:** \_\_\_\_\_ **DATE:** December 16, 2020

**TITLE:** Executive Director

**SPONSORING AGENCY:** Grand Junction Regional Airport Authority

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

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

## CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

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

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

Signed \_\_\_\_\_ Date December 16, 2020  
Sponsor's Authorized Representative

Title Executive Director

**TITLE VI PRE-AWARD SPONSOR CHECKLIST**

**Airport/Sponsor:** Grand Junction Regional Airport

**AIP #:** \_\_\_\_\_

**Project Description(s):** Runway 12-30 Grading and Drainage Package

- 1) Please describe any of the following IF they apply to your project: Title VI issues raised at public hearing(s) and the conclusions made; EIS data concerning the race, color, or national origin of the affected community; steps taken or proposed to guard against unnecessary impact on persons on the basis of race, color or national origin.  
 None
  
- 2) Please list any airport related Title VI lawsuits or complaints filed in the preceding year against the sponsor. Include a summary of the findings.  
 None (If "None", continue with questions 3 and 4).
  
- 3) Please list any current applications for federal funding (other than FAA) of airport related projects which exceed the amount for this grant.  
 None
  
- 4) Please list any airport related Title VI compliance review(s) received by the sponsor in the preceding two years. Include who conducted the review and any findings of noncompliance.  
 None

**To be completed by the Civil Rights Staff**

**Review completed and approved:** \_\_\_\_\_  
Signature

**Date:** \_\_\_\_\_

This checklist is only required for projects that involve one of the following: Environmental Assessment or Impact Statement (EIS); airport or runway relocation; major runway extension; relocation of any structure of person; or impact to access or preservation of any burial ceremonial or other sacred or historical structures or lands of any indigenous or ethnic population.

**Return to: FAA, Civil Rights, Northwest Mountain Region; 1601 Lind Ave. SW; Renton, WA 98057-3356. FAX: (425) 227-1009 Phone (425) 227-2009**



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

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

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



## Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

### Application

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

### Certification Statements

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

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

Yes    No    N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The sponsor's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes    No    N/A

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

Yes No N/A

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

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

Yes No N/A

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

Yes No N/A

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

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

Yes No N/A

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

Yes No N/A

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

**Location 1**

Name of Location:

Address:

**Location 2 (if applicable)**

Name of Location:

Address:

**Location 3 (if applicable)**

Name of Location:

Address:

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

**Sponsor's Certification**

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

Executed on this            day of            ,            .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



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

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

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

---

## Project Plans and Specifications

### Airport Improvement Program Sponsor Certification

---

Sponsor:

Airport:

Project Number:

Description of Work:

#### Application

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

#### Certification Statements

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

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

Yes      No      N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

Yes      No      N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).

Yes No N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).

Yes No N/A

5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).

Yes No N/A

6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).

Yes No N/A

7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).

Yes No N/A

8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).

Yes No N/A

9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).

Yes No N/A

10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).

Yes No N/A

11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)

Yes No N/A

12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:

a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.

Yes No N/A

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

Yes No N/A

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

Yes No N/A

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

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

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

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

Yes No N/A

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

Yes No N/A

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

**Sponsor's Certification**

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

Executed on this            day of            ,            .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



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

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

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



---

## Selection of Consultants

### Airport Improvement Program Sponsor Certification

---

Sponsor:

Airport:

Project Number:

Description of Work:

#### Application

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

#### Certification Statements

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

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

Yes    No    N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).

Yes    No    N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

Yes    No    N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).  

Yes	No	N/A
-----	----	-----
  
5. Sponsor has publicized or will publicize a RFQ that:
  - a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
  - b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).

Yes	No	N/A
-----	----	-----
  
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).  

Yes	No	N/A
-----	----	-----
  
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).  

Yes	No	N/A
-----	----	-----
  
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
  - a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
  - b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).

Yes	No	N/A
-----	----	-----
  
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).  

Yes	No	N/A
-----	----	-----
  
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).  

Yes	No	N/A
-----	----	-----
  
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).  

Yes	No	N/A
-----	----	-----
  
12. Sponsor has incorporated or will incorporate mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)  

Yes	No	N/A
-----	----	-----

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

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

Yes      No      N/A

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

Yes      No      N/A

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

### **Sponsor's Certification**

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

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this              day of              ,              .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



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

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

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



---

## Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

---

Sponsor:

Airport:

Project Number:

Description of Work:

### Application

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

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

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

### Certification Statements

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

Yes      No





**Grand Junction Regional Airport Authority**  
Agenda Item Summary

---

TOPIC: Mead & Hunt Scope of Work

---

PURPOSE: Information  Guidance  Decision

---

RECOMMENDATION: Approve Mead & Hunt Task Order 2021-01 to develop the scope of services, fee estimate, and schedule for design and construction activities for FY 2021 for \$1,109,891.55 and authorize the Executive Director to sign the Task Order.

---

SUMMARY: This task order represents the engineering services to be performed by Mead & Hunt in 2021 with a focus on designing earthwork and drainage construction packages for the Runway 11/29 replacement project. The services to be performed include scope development, design of grading and drainage package, bidding support, FAA and tenant coordination, and runway grant support.

This project is intended to be funded by the Airport Improvement Program grant application that is being submitted to the FAA. At this time, the application was submitted to cover 100% of the project costs based on direction from the FAA, however, we are still planning internally to fund 10% of the local match amount.

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 Shrewsberry and Associates to complete an independent fee estimate (IFE). Based on the IFE and negotiations, the fee is deemed reasonable.

---

REVIEWED BY: Executive Director and Legal Counsel (Dan Reimer)

---

FISCAL IMPACT: **Total Cost - \$1,109,891.55**

FAA funded through anticipated AIP grant - \$998,902.00  
GJRAA Local Match - \$110,989.55

---

ATTACHMENTS: Mead & Hunt Task Order 2021-01

---

STAFF CONTACT: Sarah Menge  
[smenge@gairport.com](mailto:smenge@gairport.com)  
Office: 970-248-8581

---

**EXHIBIT A**  
**Grand Junction Regional Airport**  
**Runway 11/29 Relocation Program**  
**Fiscal Year 2021 Engineering Services**

**INTRODUCTION**

---

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

The Program involves relocation of the primary commercial service runway 11/29 (RDG D-IV, CAT I ILS, 10,501' x 150'). The goal of this effort is to relocate the Runway with minimal impacts to aircraft users including maintaining IFR procedures, Navigational Aids etc. Future runway designation based on magnetic declination variance is 12/30.

Design of the Program began in 2017. The Program will continue to be implemented over the next several Federal Fiscal Years (FY). However, this scope of services is for engineering design services, FAA coordination, bidding, and construction administration anticipated for funding by FY 2021 federal, state, and local grants.

This scope includes the following tasks:

Task 2021-01	Scope Development
Task 2021-02	Design FY 2021 Grading & Drainage Package
Task 2021-03	Bidding Support
Task 2021-04	FAA and Tenant Coordination
Task 2021-05	Runway Grant Support

Assumptions:

- In addition to Design efforts, this Scope of Services provides 12 months (September 1, 2020 through August 31, 2021) of consulting services and utilizes 60% Overall Design completed in the Spring of 2019 under the FY 2018 Scope of Services.
- Where this Scope of Services calls for Airport action and information, it is the decision and responsibility of the Airport Project Manager to include and assign effort and responsibility to Airport staff, resources, and stakeholders in mutually agreed upon response times.
- Media inquiries and public records requests will be directed to the Airport Project Manager and will be the responsibility of GJRA.
- The CONSULTANT has access to all existing data developed as part of the conceptual design elements required for the environmental efforts, AGIS survey information, topographical survey, phasing scenarios developed as part of the overall program.
- Project coordination with all relevant stakeholders is included in various tasks and will be accounted for based on the coordination's need for related deliverables.

Exclusions:

- Program financial planning.
- Program Management Tasks identified for coordination with GJRA

The CONSULTANT Team includes Mead & Hunt, Inc. (prime), CH2M, Ground Engineering, and River City Consulting. The CONSULTANT Team is hereinafter referred to as “the CONSULTANT.” This Scope of Services was developed by the CONSULTANT with input from GJRA and FAA.

Level of effort and expense are quantified in the attached Fee Estimate and Schedule. The CONSULTANT will perform and invoice GJRA based upon mutually agreed upon terms.

## **TASK 2021-01 SCOPE DEVELOPMENT**

---

Description: The purpose of this task is to develop the scope of services, fee estimate, and schedule for design and construction activities for FY 2021. This process serves to organize the project team, including the CONSULTANT, GJRA, and the FAA.

Methodology: The scope of services, fee estimate, and schedule will be developed by the CONSULTANT through coordination, meetings, and evaluation of previous work for the Program.

### Meetings:

- The CONSULTANT will conduct one (1) pre-scoping teleconference with GJRA. The meeting will be attended by two (2) staff for one (1) hour.
- The CONSULTANT will conduct four (4) scoping teleconferences with the CONSULTANT Team. The meetings will be attended by two (2) staff for one (1) hour. This includes scoping with survey, geotechnical, permitting, and storm water monitoring.
- The CONSULTANT will conduct three (3) scoping teleconferences with GJRA and the FAA. The meetings will be attended by three (3) staff for one (1) hour.

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

### Result:

- The CONSULTANT will provide the following to the FAA and GJRA:
  - Scope of Services – Up to three (3) drafts (PDF)
  - Schedule – Up to three (3) drafts (PDF)
  - Blank Spreadsheet for Independent Fee Estimate in MS Excel
  - Program Exhibit Estimating Separation of Design Schedules

## TASK 2021-02 DESIGN FY 2021 GRADING & DRAINAGE PACKAGE

---

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

Building upon the design work completed in the 60% Overall Design package, work will be packaged to meet available FAA funding in FY 2021. This effort is limited to design and bidding.

Design work currently contemplated for this task includes:

- Schedule 1
  - Existing Detention Ponds Leach-A, Leach-B and Leach-C1 Stormwater Controls
  - Detention Pond Leach-C2 and Associated Stormwater Controls
  - Access Road for Pond Leach-C2
  - ROFA Road
  - Storm Drain D and Associated Drainage Elements
  - FAA Conduit for Communication Line
- Schedule 2
  - Detention Pond Ranchman-A1 Overflow
  - ROFA Road
  - Storm Drain E and Associated Drainage Elements North of Existing RW 11-29 Runway Safety Area
  - FAA Conduit for Communication Line
- Schedule 3
  - Detention Ponds Ranchman-A1 (partial), Ranchman-A2 and Associated Stormwater Controls
  - Temporary Drainage Connection for Pond Ranchman-A2 Discharge
  - Access Road for Pond Ranchman-A1 and Ranchman-A2
  - ROFA Road
  - Storm Drain AT and Associated Drainage Elements
  - FAA Conduit for Communication Line
- Schedule 4
  - Detention Ponds Ranchman-A1 (remainder), Ranchman-A3 and Associated Stormwater Controls
  - Access Road for Pond Ranchman-A3
  - ROFA Road including Storm Drain AH
  - Storm Drain AU and Associated Drainage Elements
  - FAA Conduit for Communication Line

For all schedules, grading will be prioritized starting from the existing runway safety area (RSA) working towards the north. The runway is an ADG IV with a B757-300 as the critical aircraft having a wingspan of 125'. From the existing runway RSA grading can be sloped upwards but only at a distance of ½ the wingspan of the critical aircraft. In this case grading can be sloped upward for 62.5' from existing RSA at a 10:1 slope then increased to a 4:1 slope until the runway object free area (ROFA). From the ROFA to the

north, the slope can be a max of 4:1. This criterion meets ROFA requirements as well as Part 77 clearances for the existing runway.

These schedules will also include permitting and approvals from City of Grand Junction, Mesa County Public Works Stormwater Division and the State of Colorado Division of Water Resources, Office of State Engineer.

### **Schedule 1**

Schedule 1 will include design of modifications to the existing detention Ponds Leach-A, Leach-B and Leach-C1 stormwater controls as required by the City of Grand Junction, Colorado Community Development department (Reference Administrative Development Permit, Major Site Plan Revision, Decision: Approval/Conditional Approval, File: SPN-2019-546). This schedule will also include the design of detention Pond Leach-C2 and associated stormwater controls on the north side of the airfield and earthwork from the existing RSA to the north.

Grading on the existing airfield slopes downward to the existing RSA. The proposed grading would modify drainage starting at the existing RSA to slope upward at a 10:1 slope to a point 62.5' from existing runway RSA. Slope will be increased after that to a max 4:1 slope until grading reaches the elevation of the proposed surface. Water flow from the future runway centerline to the existing RSA will be directed along the existing RSA in this scenario. To alleviate this, a temporary swale will need to be installed along the existing runway RSA to provide flow away from the existing airfield and avoid ponding to the north. Temporary drainage and collection measures will be designed for south of the future runway. Water flow to the north of the future runway centerline will flow to Pond Leach-C2 or continue to the west. Run on water from the top of cut slopes will be captured and conveyed by 1300 linear feet of brow ditches.

This schedule will include design of an access road from the west side of Pond Leach-C2 up to the existing perimeter road to provide access to the pond for maintenance. In addition, design of the ROFA road within the limits of this schedule. Portions of ductwork for a future FAA communication line will be designed along with handholes for access. The cabling will not be included as part of this schedule. In addition, Storm Drain D and associated drainage structures will be designed. The drainage north of the future runway will work per final design as all drainage elements will be installed with Pond Leach-C2 completion.

### **Schedule 2**

Schedule 2 will include design of grading and drainage from the existing RSA to the future runway ROFA on the north. This schedule will also include the design of an overflow to direct water to Pond Leach-C2 prior to the construction of detention Pond Ranchman-A1.

Grading on the existing airfield slopes downward to the existing RSA. The proposed grading would modify drainage starting at the existing RSA to slope upward at a 10:1 slope to a point 62.5' from existing runway RSA. Slope will be increased after that to a max 4:1 slope until grading reaches the elevation of the proposed surface. Water flow from the future runway centerline to the existing

RSA will be directed along the existing RSA in this scenario. To alleviate this, a temporary swale will need to be installed along the existing runway RSA to provide flow away from the existing airfield and avoid ponding to the north. Temporary drainage and collection measures will be designed for south of the future runway. Water flow to the north of the future runway centerline will flow to Pond Leach-C2.

The ROFA road will be designed within the limits of this schedule. A section of access road for Pond Ranchman-A1 is currently located with the grading limits of this schedule but will be designed with a subsequent schedule. Portions of ductwork for a future FAA communication line will be designed along with handholes for access. The cabling will not be included as part of this schedule. In addition, sections of Storm Drain E and associated drainage structures will be designed up to the existing runway RSA and temporarily plugged. Water will not be directed through this pipe network as it is not complete until a future design package but instead will overflow to Pond Leach-C2.

### **Schedule 3**

Schedule 3 will include the design of detention Ponds Ranchman-A1 (partial), Ranchman-A2 and associated stormwater controls on the north side of the airfield and earthwork north of the Schedule 2 boundary to the northern grading limits on the project.

A portion of the water flow to the north of the future runway will continue to flow to Pond Leach-C2 or continue to the west and the remainder will be collected in Pond Ranchman-A1. Pond Ranchman-A2 will flow to Pond Ranchman-A1. From Ranchman-A1, a temporary drainage connection will be designed for Pond Ranchman-A1 discharge. The design of Pond Ranchman-A1 will include an evaluation of revised size and location to minimize temporary connections.

An access road from the southwest side of Pond Ranchman-A1 to the ROFA road will be designed to provide access to the pond for maintenance. An access road from the north side of Ranchman A-2 up to the existing perimeter road will be designed to provide access to the pond for maintenance. The ROFA road will also be designed within the limits of this schedule. Portions of ductwork for a future FAA communication line will be designed along with handholes for access. The cabling will not be included as part of this schedule. Storm Drain AT and associated drainage structures will be designed as part of Ranchman A-2 including an emergency overflow channel. The drainage for Pond Ranchman A-2 will work per final design as all drainage elements will be installed with Pond Ranchman A-2 completion. Completion of Ranchman A-2 will include two downslope channels. The drainage for Pond Ranchman-A1 will be served by a temporary discharge until future installation of Storm Drain E across the existing runway.

### **Schedule 4**

Schedule 4 will include the design of detention Pond Ranchman-A3 on the north side of the airfield and earthwork from the existing runway safety area to the north.

Grading on the existing airfield slopes downward to the existing RSA. The proposed grading would

modify drainage starting at the existing RSA to slope upward at a 10:1 slope to a point 62.5' from existing runway RSA. Slope will be increased after that to a max 4:1 slope until grading reaches the elevation of the proposed surface. Water flow from the future runway centerline to the existing RSA will be directed along the existing RSA in this scenario. To alleviate this, a temporary swale will need to be installed along the existing runway RSA to provide flow away from the existing airfield and avoid ponding to the north. Temporary drainage and collection measures will be designed for south of the future runway. Water flow to the north of the future runway centerline will flow to Pond Ranchman-A1. Pond Ranchman-A3 will flow to Pond Ranchman-A1 which will have a temporary drainage installed in Schedule 3.

An access road from the north side of Pond Ranchman-A3 up to the existing perimeter road will be designed to provide access to the pond for maintenance. The ROFA road will also be designed within the limits of this schedule. This will include design of Storm Drain AH crossing the ROFA road. Portions of ductwork for a future FAA communication line will be designed along with handholes for access. The cabling will not be included as part of this schedule. In addition, Storm Drain AU and associated drainage structures will be installed. The drainage for Pond Ranchman-A3 will work per final design as all drainage elements will be installed with Pond Ranchman-A3 completion including an emergency overflow channel.

Assumptions include:

- 60% Overall Design has been completed and provides significant components of design analysis.
- Bid package specific permitting will be included in Task 2021-08 efforts.
- Effort is expected to involve a 11-month construction window beginning in the summer of 2021 and finishing late spring 2022.
- Drainage Permitting and Site Plan review with the City of Grand Junction will require 9 months from the completion of the 65% submittal.
- Geotechnical recommendations established in the overall runway program will be utilized. Additional borings will not be performed for this task.

It is expected that these schedules will be ready for bidding in April 2021 pending FAA funding Schedules have been identified to be from \$3-6 million each for a total estimated package of \$18 million construction cost.

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

### **2021-02.1 Developmental Design (65%)**

Methodology: The design direction developed in Task 110 Overall 60% Design as well as the subsequent improvement packages (Task 109 27.25 Road Relocation Design and Task 206 2019 Airfield Improvements Package 1) will serve as the starting point to develop a project specific design package for the 2021 Grading and Drainage Package Design.

The following items are planned to deliver a 65% level design:

- **Topographical Survey**  
Primary survey was completed in 2017 Fiscal Year Design Services Tasks 105.2 and 105.3. Supplemental survey will be requested to confirm field data and construction as-builts provided as required by the design team. Forty (40) additional hours of survey is allotted for verification survey efforts.
- **Survey control**  
Survey control was developed under 2017 Fiscal Year Design Services Tasks 105.2 and 105.3.
- **Geotechnical Investigation**  
Geotechnical Investigation was primarily performed under 2017 Fiscal Year Design Services Task 105.5, excluding supplemental evaluations of the design will be provided by the Geotechnical Engineer to provide design details and recommendations for pond and embankment construction.
- **Update Base Files**  
Base files for the project will be updated to reflect current existing conditions and all project elements completed as part of the runway program to date.
- **Prepare Project Layout Sheet**  
CONSULTANT will prepare a project layout sheet to depict the proposed improvements.
- **Prepare Surface Drainage Analysis**  
Overall drainage design was completed in 2017 Fiscal Year Design Services Task 110.5. The basis of design, and the hydrology and hydraulics analysis for the regional stormwater management improvements associated with the Program were documented in the *Preliminary Drainage Report, Runway 11/29 Relocation Program*, prepared by Mead & Hunt, dated September 25, 2018. The drainage design and analysis were advanced with subsequent improvement packages (Tasks 109 and 206). Drainage improvements will include the construction of a portion of the regional stormwater management improvements as defined in the overall 60% design and further defined in the subsequent design tasks and design work schedules in this Scope of Services. The current models and designs will be advanced to a 65% design level for the authorized design work schedules including confirmation of design approaches, recommended alternatives and consideration of temporary connections to accommodate funding allocations. Runoff from construction site phasing will be evaluated for erosion control management. A Preliminary Drainage Report for the phased improvements will be prepared with this task.
- **Prepare Grading Design**  
Overall grading design was completed in 2017 Fiscal Year Design Services Task 110.6. The grading design and analysis were advanced with subsequent improvement packages (Tasks 109 and 206). Refinement in grading along with various temporary drainage and grading improvements will be required based on design work schedules. The current models and designs will be advanced to a 65% design level for the authorized design work areas including confirmation of design approaches, recommended alternatives and consideration of temporary connections to accommodate funding allocations and bidding schedules.

**Meetings:**

- The CONSULTANT will conduct twelve (12) internal project team briefings, which will take place via teleconference on a weekly basis, be attended by up to eight (8) staff, and last for one (1) hour.
- The CONSULTANT will conduct one (1) meeting with GJRA and the City of Grand Junction on site

to review the Preliminary Drainage Report. The meeting will be attended by two (2) staff and require air travel and overnight. The meeting will last three (3) hours.

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

Result:

- Included in Design Packages:
  - Preliminary Drainage Report

### **2021-02.2 Prepare 65% Plans**

Methodology: The purpose of this subtask is to prepare a set of 65% preliminary plans depicting operations and phasing, geotechnical data, erosion control, demolition, geometrics, grading, drainage, cross-sections, and electrical improvements within the proposed project work area.

The following list of drawings will be used as a guideline. Additional drawings may be added during subsequent design phases, if required.

#### *General*

G-001	COVER SHEET
G-002	SHEET INDEX
G-003	LEGEND
G-004	ABBREVIATIONS
G-021	PROJECT LAYOUT PLAN
G-041	SURVEY CONTROL
G-081 – 084	CONSTRUCTION OPERATIONS AND PHASING PLANS
B-051 – 054	BORING LOGS

#### *Civil*

C-031 – 059	EROSION CONTROL PLANS AND DETAILS
D-001 – 029	DEMOLITION PLANS
C-101 – 129	GRADING PLANS
C-371 – 374	TYPICAL SECTIONS AND GRADING DETAILS
C-501 – 519	DRAINAGE PLANS AND DETAILS
C-520 – 545	DETENTION PONDS
C-901 – 954	CROSS SECTIONS

#### *Electrical*

EL-001	ELECTRICAL LEGEND AND NOTES
ED-101-108	ELECTRICAL DEMOLITION
EL-101 – 107	ELECTRICAL PLANS
E-501 – 502	ELECTRICAL DETAILS

Estimated number of sheets = 205

Meetings:

- Inclusive in Task 2021-02.1 project meetings

Result:

- The CONSULTANT will provide a 65% design package that includes the following:
  - Preliminary Plans – 11"x17"
  - Preliminary Contractual Documents
  - Draft Technical Specifications
  - Preliminary Engineering Design Report including preliminary construction cost estimate.

**2021-02.3 Prepare 65% Contract Documents and Technical Specifications**

Methodology: The CONSULTANT will assemble the contract documents and technical specifications necessary for the intended work, per below. Standard FAA specifications will be utilized where possible. Additional specifications will be prepared to address work items and materials not covered by the FAA specifications.

- Prepare contract documents  
The CONSULTANT will prepare the contract documents based on the "Front End" preliminary contract documents developed as part of 2017 Fiscal Year Design Services Tasks 106.2 and 110.2 as appropriate. Project specific revisions will be performed and coordinated with GJRA for review.
- Prepare preliminary special provisions  
The CONSULTANT will utilize special provisions developed under 2017 Fiscal Year Design Services Tasks 106.2 and 110.2 with markups.
- Prepare technical specifications
  - C-100 Contractor Quality Control Program
  - C-102 Temporary Air and Water Pollution, Soil Erosion, and Siltation Control
  - C-105 Mobilization
  - P-101 Preparation-Removal of Existing Pavements
  - P-152 Excavation, Subgrade, and Embankment
  - P-153 Controlled Low-Strength Material (CLSM)
  - P-610 Concrete for Miscellaneous Structures
  - D-701 Pipe for Storm Drains and Culverts
  - D-751 Manholes, Catch Basins, Inlets and Inspection Holes
  - D-752 Concrete Culverts, Headwalls, and Miscellaneous Drainage Structures
  - D-754 Concrete Gutters, Ditches, and Flumes
  - T-901 Seeding
  - T-905 Topsoiling
  - T-908 Mulching
  - L-108 Underground Power Cable for Airports
  - L-110 Airport Underground Electrical Duct Banks and Conduits
  - L-115 Electrical Manholes and Junction Structures

The added technical specifications will include but not be limited to the following items:

- M-102 Airport Safety and Traffic Control

- M-103 Dust Control
- M-104 Demolition and Removal
- M-108 Potholing
- P-150 Electrical Demolition

The CONSULTANT will calculate necessary quantities for the work items. Quantities will be consistent with the specifications and acceptable quantity calculation practices.

Meetings:

- Inclusive in **Task 2021-02.1** project meetings

Result:

- Included in design package as defined above

#### **2021-02.4 Prepare Preliminary Engineering Design Report and Construction Cost Estimate**

Methodology: The CONSULTANT will prepare a Preliminary Engineering Design Report in accordance with FAA Engineering Guidance 2013-04. The CONSULTANT will also prepare a Preliminary Construction Cost Estimate. Calculate estimated preliminary quantities and unit price estimates including appropriate contingencies.

Meetings:

- Inclusive in **Task 2021-02.1** project meetings

Result:

- Included in design package as defined above

#### **2021-02.5 Construction Safety and Phasing Plan (CSPP)**

Methodology: CONSULTANT will coordinate with Airports District Office and GJRA to begin necessary review processes for proposed projects. CONSULTANT will perform the following:

- Preparation of CSPP report and exhibits of proposed work areas.
- Coordinate with Airports District Office for relevant Flight Procedures reviews and provide necessary documentation prior to uploading documentation to FAA OE/AAA System.

Meetings:

- None

Result:

- The CONSULTANT will submit Construction Safety and Phasing Plan documents to GJRA and FAA Airport District Office at 65% for review prior to uploading into the FAA OE/AAA System. The CSPP will be uploaded to the FAA OE/AAA system.

#### **2021-02.6 Coordinate FAA Airspace Reviews/Potential 7460 Submission**

Methodology: CONSULTANT will coordinate with Airports District Office, Flight Procedures Office and

GJRA to begin necessary review processes for proposed projects. CONSULTANT will perform the following:

- o Preparation of required notices of proposed construction, and review of proposed grading related to existing approach procedures. Based on the location of proposed fills, embankments will be reviewed for potential transitional surface penetrations that could impact existing approach procedures.
- o Coordinate with Airports District Office for relevant Flight Procedures reviews and provide necessary documentation.

Meetings:

- o None

Result:

- o The CONSULTANT will submit documents to GJRA and FAA OE/AAA system. For the purposes of scoping, it is assumed that up to five (5) Airspace Reviews and 7460 submissions will be performed by the CONSULTANT.
- o The CONSULTANT will submit Construction Safety and Phasing Plan as included in section 2021-02.5 above.

**2021-02.7 Design Interim Grading and Drainage Transitions for Alternative Funding Packages**

Methodology: CONSULTANT will coordinate with Airports District Office and GJRA to develop three bid award alternatives including grading interim grading, transitional drainage connections and development of bid alternative items for final issued for bid design package. This subtask will prepare plans depicting erosion control, grading, drainage, and cross-sections within the proposed project work area.

The following list of drawings will be used as a guideline for the additional drawings that are anticipated for each of the award alternatives.

*Award Schedule 1*

C-061-062	EROSION CONTROL PLANS SCHEDULE 1
C-161-164	GRADING PLANS SCHEDULE 1
C-561-562	DRAINAGE PLANS AND DETAILS SCHEDULE 1
C-961-C965	CROSS SECTIONS SCHEDULE 1

*Award Schedules 1 and 2*

C-071-072	EROSION CONTROL PLANS SCHEDULES 1,2
C-171-174	GRADING PLANS SCHEDULE S 1,2
C-571-572	DRAINAGE PLANS AND DETAILS SCHEDULES 1,2
C-971-C975	CROSS SECTIONS SCHEDULES 1,2

*Award Schedule 1, 2, and 3*

C-081-082	EROSION CONTROL PLANS SCHEDULE S 1,2,3
C-181-184	GRADING PLANS SCHEDULE S 1,2,3

C-581-582  
C-961-C965

DRAINAGE PLANS AND DETAILS SCHEDULES 1,2,3  
CROSS SECTIONS SCHEDULES 1,2,3

Estimated number of sheets = 39

**Result:**

- The CONSULTANT will provide alternative award design package that includes the following:
  - Issued for Bid Plans – 11"x17"
  - Narrative for Alternative Award for inclusion Engineering Design Report including breakout of alternative award bid items

**2021-02.8 Design Coordination with GJRA and FAA**

Methodology: CONSULTANT will coordinate with the project team, GJRA, FAA, CDOT, and other applicable agencies to perform the work elements.

**Meetings:**

- The CONSULTANT will conduct thirty-two (32) teleconferences with GJRA, which will take place on a weekly basis, be attended by three (3) staff, and last one (1) hour.
- The CONSULTANT will conduct one (1) predesign teleconference that includes CONSULTANT, GJRA, and FAA. The predesign conference will be attended by two (2) staff, and last two (2) hours.
- The CONSULTANT will conduct two (2) design review meetings with GJRA and FAA to solicit input on the 65% efforts. The meetings will take place at GJRA and be attended by two (2) staff and require air travel and overnight. Each design review will last three (3) hours.

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

**Result:**

- The CONSULTANT will prepare meeting summaries for the predesign conference and design review meetings and provide to GJRA and the FAA.

**2021-02.9 Final Design (95% and Final)**

Methodology: Based upon the feedback received in the review of the 2021 Grading and Drainage Package Design 65% Plans, documents will move forward to final design. Final design will include a 95% design packaged intended to be 100% complete design for FAA and Airport review. Comments on the 95% design will be addressed and a Final design package prepared and sealed by licensed professional engineers.

The following services are required to complete the final design:

- Prepare Final Surface Drainage Analysis and Final Storm Drainage Design  
The 65% design models and designs will be advanced to a final design for the regional stormwater improvements included with this Scope of Services addressing design review comments from the 65% design review. A Final Drainage Report will be prepared with this task. An unstamped draft will be submitted to the Airport, City of Grand Junction and Mesa County with the 95% design

submittal for review. Upon receipt of any review comments, the Final Drainage Report, and models or design components as required, will be updated and finalized. The Final design submittal will include a Final Drainage Report stamped by a licensed professional engineer for certification by the Airport.

- Erosion Control Plan

The CONSULTANT will develop an Erosion Control Plan that is in accordance with best management practices. The plan will include types of erosion control measures recommended for the site, in addition to information needed for the NPDES permitting application. The Plan is expected to include (but not limited to):

- Project Location
- Size of Disturbance of Project
- Amount of Impervious Surface
- Hydrologic Classification of Site
- Receiving Waters
- Site Drainage Overview

The CONSULTANT will prepare and submit a Construction Stormwater Management Plan along with the Erosion Control Plan to Mesa County to obtain coverage under the CDHPE storm water general permit for the construction activities.

- Prepare Project Specific Specification Adjustments

The CONSULTANT will prepare a Request for Project Specific Specification Adjustments of Federal Construction Standards. Copies will be forwarded to the FAA along with final plans, contract documents, specifications, and Engineer's Report. Project Specific Specification Adjustments will be included in the Final Engineering Design Report.

- Update Plans to 95%
- Update Specifications to 95%
- Update Engineering Report and Cost Estimate to 95%
- Prepare and Submit Final Plans and Specifications

A final set of plans, specifications and contract documents will be prepared which incorporates revisions, modifications and corrections determined during GJRA and FAA review of the 95% submittal.

- Prepare and Submit Final Engineering Design Report and Estimated Cost Estimate

Using the final quantities calculated following the preparation of the plans and specifications, the CONSULTANT will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers, and databases.

Meetings:

- The CONSULTANT will conduct two (2) design review meetings with GJRA and FAA to solicit input on the 95% efforts. The meetings will take place at GJRA and be attended by two (2) staff and require air travel and overnight. Each design review will last three (3) hours.
- The CONSULTANT will conduct three (3) additional coordination meetings at GJRA for resolution of comments provided during plan reviews. The meetings will be attended by two (2) staff and be incorporated into other planned trips. Each meeting will last approximately two (2) hours.
- The CONSULTANT will conduct one (1) meeting with GJRA, the City of Grand Junction and Mesa

County on site to review the Final Drainage Report draft (95% design). The meetings will take place at the City of Grand Junction Offices and be attended by three (3) staff and require air travel and overnight. Each design review will last three (3) hours.

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

**Result:**

- The CONSULTANT will provide the 95% design package which will include:
  - 95% Final Plans – 11"x17"
  - 95% Contractual Documents
  - Draft Technical Specifications
  - Draft Final Engineering Design Report including Final Drainage Report draft
  - Construction Stormwater Management Plan
- The CONSULTANT will provide the final design package which will include:
  - Final Plans – 11"x17"
  - Final Contractual Documents
  - Final Technical Specifications
  - Final Engineering Design Report including Final Drainage Report
  - Construction Stormwater Management Plan

## **TASK 2021-03 FY 2021 BIDDING SUPPORT**

---

Description: This task details the bid administration services to be provided by Mead & Hunt, Inc. (CONSULTANT) for yearly construction projects as part of the overall Runway 11/29 Relocation Program. This bidding element is intended to encompass efforts generally required for an up to five-week bidding duration for civil works, between twelve (12) and fifteen (15) million dollars for GJRA in coordination with the Denver FAA Airports District Offices. Communications with bidders after bid opening is excluded.

Projects are generally expected to include the elements listed below and incorporate up to four (4) schedules including grading, and drainage.

This project will be funded by an FAA Airport Improvement Program (AIP) grant. Construction for the project is anticipated to begin in Summer to Fall of 2021.

The scope of services to be provided by CONSULTANT is described in the phase and tasks as follows:

### **2021-03.1 Prepare Advertisement for Bids**

Required advertisement dates and bidding dates will be established. CONSULTANT will prepare the Advertisement in conformance with FAA and local standards and submit a copy of the advertisement to the SPONSOR. The SPONSOR shall arrange for the legal advertising in conformance with local standards and shall pay for the associated cost of advertising. The CONSULTANT shall coordinate with the SPONSOR for online publishing.

### **2021-03.2 Bid Documents Distribution**

CONSULTANT shall prepare and provide bid documents to the SPONSOR for uploading to their preferred bidding platform. Notes are expected to direct all questions to the CONSULTANT. Bidders will be responsible for submitting their bids to the Authority similar to previous projects.

### **2021-03.3 Respond to Bidders Questions**

During the bidding process, the CONSULTANT will be available to clarify bidding issues with contractors and suppliers, and for consultation with the various entities associated with the project. This item also includes contacting bidders to generate interest in the project. It is assumed coordination with local jurisdictions will be accomplished as well as teaming partners as questions arise to ensure collaborated responses. Potential stakeholders include FAA Air Traffic, and City of Grand Junction.

### **2021-03.4 Prepare and Distribute Addenda**

CONSULTANT will issue up to three (3) bid addenda as appropriate to interpret, clarify, or change the bidding documents as required by GJRA or the FAA. Addenda will be made available to the plan holders electronically via the SPONSOR and their designated bidding site. Any addenda that are significant revisions to scope, will be considered as extra services, and the CONSULTANT will be reimbursed for this effort as an amendment to this contract.

### **2021-03.5 Pre-Bid Conference**

The CONSULTANT will arrange for and conduct one (1) Pre-Bid Conference. The Project Manager and Project Engineer will attend and conduct the Pre-Bid Conference with potential contractors and the SPONSOR to review the project and answer questions. The conference will be conducted at the Airport and will include a site inspection.

#### Meetings

- The CONSULTANT will perform one (1) site visit for the pre-bid conference at GJRA and be attended by two (2) staff members. This meeting will require air travel and overnight lodging.

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

#### Result

- Meeting minutes will be prepared and distributed.

### **2021-03.6 Bid Opening**

CONSULTANT will attend the bid opening at the site, as identified in the Bid Advertisement and process the bid documents.

#### Meetings

- The CONSULTANT will perform one (1) site visit for the bid opening at GJRA and be attended by one (1) staff member. This meeting will require air travel and overnight lodging.

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

### **2021-03.7 Bid Review and Bid Tabulation**

The CONSULTANT will advise SPONSOR as to the acceptability of any subcontractors, suppliers, and other persons and organizations proposed by the bidders and as to the acceptability of substitute materials and equipment proposed by bidders. The CONSULTANT will prepare a spreadsheet that includes all bid items for evaluating the lowest bidder. The CONSULTANT will input the as-bid unit prices into the spreadsheet and verify mathematical computations of the bids. The CONSULTANT will then provide recommendations to the SPONSOR as to the name of the Apparent Low Bidder.

### **2021-03.8 Prepare Recommendation for Award**

The CONSULTANT will prepare a Recommendation of Award for the SPONSOR to accept or reject the bids as submitted. If rejection is recommended, the CONSULTANT will supply an explanation for their recommendation and possible alternative actions that the SPONSOR can pursue to complete the project. Once the Contract Award is made, the CONSULTANT will distribute the bid tabulations at request of the SPONSOR.

#### Result:

- Advertisement for Bids

- Bid Documents – available electronically
- Pre-Bid Conference Agenda
- Pre-Bid Meeting Minutes
- Bid Addenda
- Bid Tabulation – Three (3) copies and electronic files.
- Recommendation for Award – Three (3) copies and electronic files.

## **TASK 2021-04 FAA AND TENANT COORDINATION**

---

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

### **2021-04.1 FAA NAVAID Coordination**

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

Meetings:

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

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

Result:

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

### **2021-04.2 Air Carrier/Tenant Coordination**

Methodology: The CONSULTANT will attend an in-person meetings with representatives from each air carrier and interested tenants at GJRA to coordinate flight procedures, overall program construction phasing, and related efforts in coordination with the SPONSOR. The intent of coordination is discuss the proposed improvements and how they meet the operational needs of the users, including navigational aid development, procedure development, construction phasing and related items. Coordination and consistent communications assist in proactively managing change as the program progresses.

Meetings:

- The CONSULTANT will conduct up to five (5) in-person meetings with air carriers to discuss approach and departure procedures, and NAVAID design and development. Meetings will take place at the Grand Junction Regional Airport and be attended by up to one (1) staff. Meetings will last for up to three (3) hours.

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

Result:

- CONSULTANT will prepare and distribute meeting summaries to CONSULTANT Team, Airport and Tenants.

## **TASK 2021-05 RUNWAY GRANT SUPPORT**

Description: The Runway 11/29 Relocation Program will require federal funding assistance through the FAA Airport Improvement Program which provides grants to public agencies for the development of public-use airports that are included in the National Plan of Integrated Airport Systems (NPIAS). The FAA has defined procedures to secure AIP funding, track expenditures, request reimbursements, and close out of AIP grants as requested. This task outlines the effort that may be required by the CONSULTANT to administer grant assistance to GJRA.

This task has been divided into the following subtasks:

### **2021-07.1 Grant Administration**

Methodology: The CONSULTANT will supply documentation to the GJRA to support GJRA performance of Grant Administration for 12 months and/or until completion of design packages identified including:

- Prepare monthly invoices and project cost summaries for GJRA preparation of FAA Requests for Reimbursement for each grant including Form 271 and Invoice spreadsheet (MS Word / Excel format)
- Assist GJRA with support values to prepare submittal of annual FAA 271, 425 and DBE reports
- Assist with Federal, State and Local Audits of the 2017/2018/2019 grants

Meetings:

- The CONSULTANT will conduct four (4) teleconferences with GJRA and FAA to coordinate the preparation of grant applications. Meetings will be attended by two (2) staff and will last one (1) hour.

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

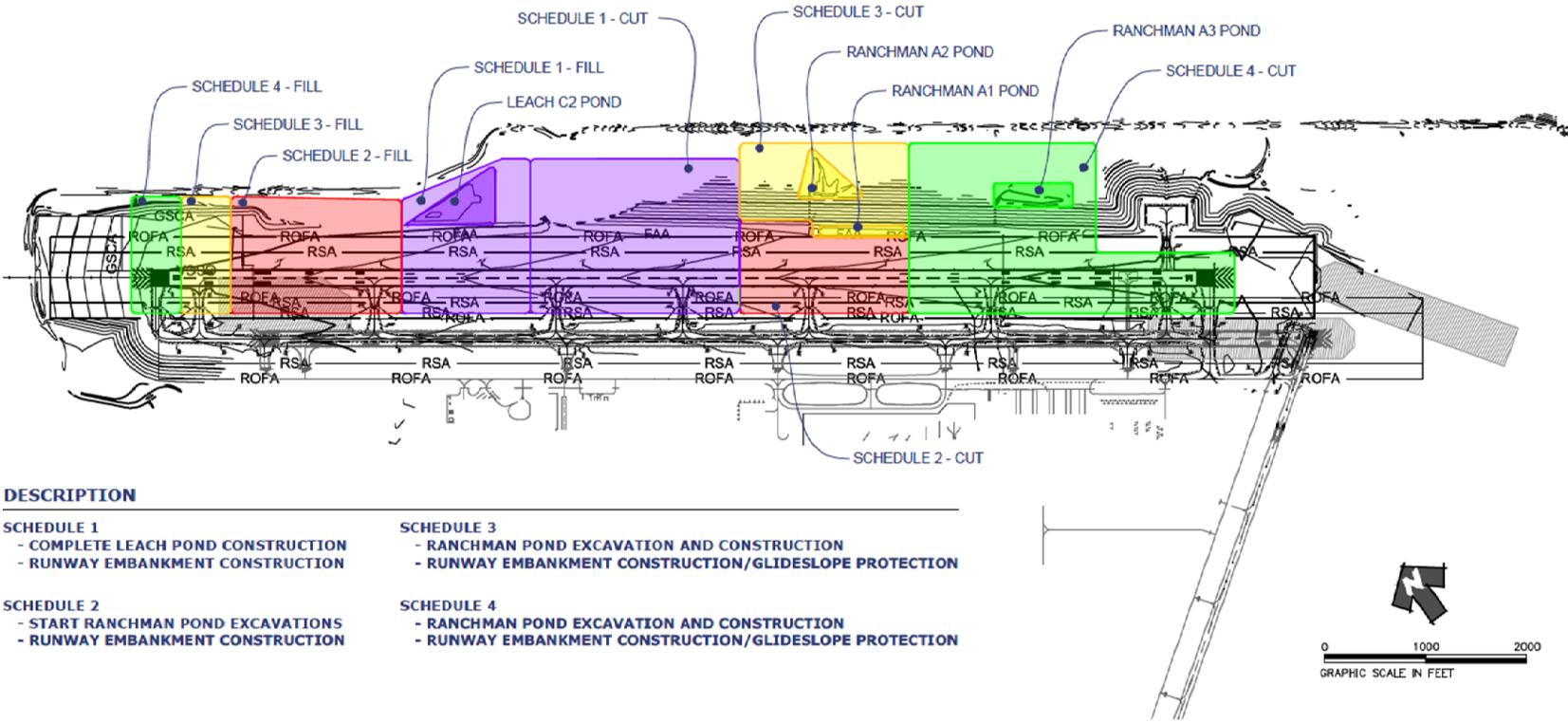


Figure #1 2021 DRAINAGE AND GRADING PROJECT



**EXHIBIT B - Task Order Summary and Terms**  
**Grand Junction Regional Airport**  
**Engineering Services - Runway 11/29 Relocation**

Tasks		Mead & Hunt	CH2M	River City	Total	Terms
<b>2021-01 Scope Development</b>						LS
	Subtotal - Labor	\$ 18,932.00	\$ -	\$ 555.00	\$ 19,487.00	
	Subtotal - Expense	\$ -	\$ -	\$ -	\$ -	
<b>2021-02 Design FY 2021 Grading &amp; Drainage Package</b>						LS
	Subtotal - Labor	\$ 849,088.00	\$ 64,432.00	\$ 11,077.50	\$ 924,597.50	
	Subtotal - Expense	\$ 5,122.05	\$ -	\$ 6,500.00	\$ 11,622.05	
<b>2021-03 Bidding Support</b>						LS
	Subtotal - Labor	\$ 27,414.00	\$ -	\$ -	\$ 27,414.00	
	Subtotal - Expense	\$ 2,208.40	\$ -	\$ -	\$ 2,208.40	
<b>2021-04 FAA and Tenant Coordination</b>						T&E
	Subtotal - Labor	\$ 63,470.00	\$ 3,360.00	\$ -	\$ 66,830.00	
	Subtotal - Expense	\$ 14,518.60	\$ -	\$ -	\$ 14,518.60	
<b>2021-05 Runway Grant Support</b>						T&E
	Subtotal - Labor	\$ 43,214.00	\$ -	\$ -	\$ 43,214.00	
	Subtotal - Expense	\$ -	\$ -	\$ -	\$ -	
	Subtotal - Labor	\$ 1,002,118.00	\$ 67,792.00	\$ 11,632.50	\$ 1,081,542.50	
	Subtotal - Expense	\$ 21,849.05	\$ -	\$ 6,500.00	\$ 28,349.05	

**Total** Hours FTE's \$ 1,109,891.55

**Grand Junction Regional Airport Authority**  
Agenda Item Summary

---

TOPIC:	Garver Scope of Work
PURPOSE:	Information <input type="checkbox"/> Guidance <input type="checkbox"/> Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Approve Garver Task Order 03 to support the runway replacement program and the review and analyze the 60% design documents, define program constraints and scheduling for the runway program, perform program optimization tasks, and 2021 runway design coordination and authorize the Executive Director to sign the Task Order.
SUMMARY:	<p>This task order represents engineering services to be performed by Garver as the program manager and owner’s representative to the airport. The specific tasks to be completed include:</p> <ul style="list-style-type: none"><li>• Review and analysis of the 60% design documents to help inform actions on the current year project that Garver will oversee; and to provide Garver an opportunity to review the full design and provide comments to the airport as our representative for possible changes if necessary.</li><li>• Define program constraints and scheduling by coordinating with Mead &amp; Hunt and the FAA to identify how we can complete the program while minimizing the impact to the airlines. This includes identifying the critical path schedule, safety and operational constraints as well as planning for financial funding constraints from the AIP program.</li><li>• Program optimization work includes the development of a communication dashboard for reporting with staff, the Board, and the FAA and reporting regularly on schedule, financial, and operational impacts.</li><li>• 2021 Runway Design Coordination represents Garver’s quality control review, constructability analysis, and stakeholder coordination related to Mead &amp; Hunt’s 2021 Runway design scope of work.</li></ul> <p>The scope of work was reviewed with the FAA to minimize overlap of services between Garver and Mead &amp; Hunt and to maximize grant eligibility. Additionally, GJRAA Staff worked with RS&amp;H to complete an independent fee estimate (IFE) to evaluate the proposed hours and project cost from Garver for this project. The proposed fee from Garver was reasonable when compared to the IFE.</p>
REVIEWED BY:	Executive Director and Legal Counsel (Dan Reimer)
FISCAL IMPACT:	<b>Total Cost - \$293,500</b>  FAA funded through anticipated AIP grant – estimated amount of \$223,300 GJRAA Local Match and ineligible funded portion - \$70,200
ATTACHMENTS:	Garver Work Scope of Work
STAFF CONTACT:	Sarah Menge <a href="mailto:smenge@gjairport.com">smenge@gjairport.com</a> , Office: 970-248-8581

---



## APPENDIX A

### SCOPE OF SERVICES GRAND JUNCTION REGIONAL AIRPORT AUTHORITY ACIP PROGRAM MANAGEMENT GRAND JUNCTION, COLORADO

#### 2.1 General

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

#### 2.2 Program Management Initialization

Garver will perform services related to the development of a Project Dashboard that will be used to clearly communicate and report project status, project financial data, and timeline of future projects.

##### 2.2.1 Review and Analysis of 60% Design Documents

Garver will perform a high level review of the previously developed 60% design documents to confirm understanding of overall cost, schedule, phasing, and operational impact. The phase will consist of a review of the basis of engineering design to identify critical milestones, operational impacts, coordination needs, stakeholder engagement and coordination.

##### 2.2.2 Define Program Constraints and Scheduling

Garver will develop a list of projects that can be structured to capture varying amounts of FAA funding to provide flexibility to the program. Projects will be structured to clearly demonstrate associated safety, phasing, operational, and funding constraints to be placed within a critical path schedule.

##### 2.2.3 Program Optimization

Garver will meet with GJRAA staff, Board, and FAA to determine a list of critical reporting needs to be developed into a Program Dashboard to clearly identify financial, schedule, and operational impacts. Garver anticipates multiple iterations of this process to develop a plan that meets the need of the program.

#### 2.3 FY 2021 Runway Design Coordination

Garver will provide services to support the FY 2021 Runway Design including quality control reviews, final drainage report analysis, constructability analysis, operational impact analysis, facilitation of stakeholder coordination, facilitation of review coordination and meetings, and facilitation of long-term



coordination items with the FAA and City of Grand Junction.

## 2.4 Project Deliverables

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

1. Project Dashboard
2. As needed ACIP support documents, SF 271, SF 425 forms, and FAA Reporting Documents.
3. Electronic files as requested.

## 2.5 Extra Work

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

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

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

## 2.6 Schedule

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

<u>Phase Description</u>	<u>Calendar Days</u>
Review 60% Documents	30 days from start date
Define Program Constraints and Scheduling	60 days from start date
Program Optimization	90 days from start date
FY 2021 Runway Design Coordination	As needed

## Appendix B

### Grand Junction Regional Airport ACIP Program Management

#### FEE SUMMARY

<b>Program Management Initialization</b>	<b>Estimated Fees</b>
Review And Analysis Of 60% Documents	\$ 44,000.00
Define Program Constraints And Scheduling	\$ 53,900.00
Program Optimization	\$ 50,900.00
<b>Subtotal for Program Management Initialization</b>	<b>\$ 148,800.00</b>
<b>2021 Runway Design Coordination</b>	<b>Estimated Fees</b>
FY 2021 Runway Design Coordination	\$ 144,700.00
<b>Subtotal for 2021 Runway Design Coordination</b>	<b>\$ 144,700.00</b>
<b>Total All Services</b>	<b>\$ 293,500.00</b>

# GRAND JUNCTION REGIONAL AIRPORT ACTIVITY REPORT

Report Date: 10/31/2020

PY Comparison Date: 10/31/2019

October, 2020

PASSENGER ENPLANEMENTS:	CURRENT MONTH			YEAR-TO-DATE		
	2019	2020	PERCENT CHANGE	2019	2020	PERCENT CHANGE
AMERICAN	10,527	7,746	-26.42%	88,761	57,808	-34.87%
ALLEGiant	2,127	700	-67.09%	20,683	11,853	-42.69%
UNITED	7,656	5,196	-32.13%	68,125	30,028	-55.92%
DELTA	3,950	2,939	-25.59%	37,103	19,454	-47.57%
DENVER AIR CONNECTION	585	-	-100.00%	5,963	1,703	-71.44%
Misc Charters	-	-		1,097	241	-78.03%
<b>TOTAL ENPLANEMENTS</b>	<b>24,845</b>	<b>16,581</b>	<b>-33.26%</b>	<b>221,732</b>	<b>121,087</b>	<b>-45.39%</b>
<b>TOTAL SEAT CAPACITY</b>	<b>30,960</b>	<b>24,369</b>	<b>-21.29%</b>	<b>284,458</b>	<b>192,310</b>	<b>-32.39%</b>
PASSENGER DEPLANEMENTS:	2019	2020	CHANGE	2019	2020	CHANGE
AMERICAN	9,750	7,269	-25.45%	88,339	56,825	-35.67%
ALLEGiant	1,921	611	-68.19%	19,873	11,542	-41.92%
UNITED	7,603	4,974	-34.58%	79,253	33,612	-57.59%
DELTA	3,794	2,765	-27.12%	39,962	19,829	-50.38%
DENVER AIR CONNECTION	601	-	-100.00%	5,939	1,596	-73.13%
Misc Charters	-	-	N/A	1,010	167	-83.47%
<b>TOTAL DEPLANEMENTS</b>	<b>23,669</b>	<b>15,619</b>	<b>-34.01%</b>	<b>234,376</b>	<b>123,571</b>	<b>-47.28%</b>
<b>TOTAL PASSENGERS</b>	<b>48,514</b>	<b>32,200</b>	<b>-33.63%</b>	<b>456,108</b>	<b>244,658</b>	<b>-46.36%</b>

LOAD FACTOR:(OUTBOUND ONLY)	CURRENT MONTH			YEAR-TO-DATE		
	2019	2020	Difference	2019	2020	Difference
AMERICAN	80.35%	76.70%	-3.65%	78.32%	70.13%	-8.19%
ALLEGiant	71.47%	56.09%	-15.38%	72.26%	51.47%	-20.79%
UNITED	86.74%	70.77%	-15.97%	82.63%	67.62%	-15.02%
DELTA	84.47%	51.74%	-32.73%	80.62%	49.82%	-30.80%
DENVER AIR CONNECTION	42.39%	N/A	N/A	44.87%	50.24%	5.37%
<b>GJT TOTAL</b>	<b>80.25%</b>	<b>68.04%</b>	<b>-12.21%</b>	<b>77.95%</b>	<b>62.96%</b>	<b>-14.98%</b>

# Grand Junction Regional Airport Authority

## Statements of Changes in Net Position

Unaudited - subject to change

As of Date:

10/31/2020

	Month			Forecast Variance		Prior Year Variance		
	10/31/2020	10/31/2020	10/31/2019					
	Forecast	Actual	PY Actual	Forecast \$ Var	Forecast % Var	PY \$ Var	PY % Var	
<b>Operating revenue</b>								
Aeronautical revenue								
Passenger airline revenue								
1	Passenger airline landing fees	37,587	48,669	51,362	11,082	29.48 %	(2,693)	(5.24) %
2	Terminal rent	102,956	102,956	98,874	-	0.00 %	4,082	4.13 %
3	Other (boarding bridge)	1,696	2,123	11,194	427	25.18 %	(9,071)	(81.03) %
	<b>Total Passenger airline revenue</b>	<b>142,239</b>	<b>153,748</b>	<b>161,430</b>	<b>11,509</b>	<b>8.09 %</b>	<b>(7,682)</b>	<b>(4.76) %</b>
Non-passenger airline revenue								
4	Non-passenger landing fees	8,367	18,238	13,380	9,871	117.98 %	4,858	36.31 %
5	Cargo and hangar rentals	4,488	4,562	4,483	74	1.65 %	79	1.76 %
6	Fuel tax	7,500	18,991	19,328	11,491	153.21 %	(337)	(1.74) %
7	Fuel Flowage Fees and Sales	34,123	48,929	58,103	14,806	43.39 %	(9,174)	(15.79) %
8	Other (ramp parking, rapid refuel)	328	750	1,590	422	128.66 %	(840)	(52.83) %
	<b>Total Non-passenger airline revenue</b>	<b>54,806</b>	<b>91,470</b>	<b>96,884</b>	<b>36,664</b>	<b>66.90 %</b>	<b>(5,414)</b>	<b>(5.59) %</b>
	<b>Total Aeronautical revenue</b>	<b>197,045</b>	<b>245,218</b>	<b>258,314</b>	<b>48,173</b>	<b>24.45 %</b>	<b>(13,096)</b>	<b>(5.07) %</b>
Non-aeronautical revenue								
9	Land and building leases	49,343	49,097	48,614	(246)	(0.50) %	483	0.99 %
10	Terminal - restaurant & retail	6,684	9,579	13,789	2,895	43.31 %	(4,210)	(30.53) %
11	Terminal - other	15,041	15,294	15,041	253	1.68 %	253	1.68 %
12	Rental cars	61,461	114,705	125,963	53,244	86.63 %	(11,258)	(8.94) %
13	Parking	72,213	68,100	158,234	(4,113)	(5.70) %	(90,134)	(56.96) %
14	Ground Transportation	3,223	3,765	5,881	542	16.82 %	(2,116)	(35.98) %
15	Other (advertising, security fee, vending, etc)	10,777	2,307	7,313	(8,470)	(78.59) %	(5,006)	(68.45) %
	<b>Total Non-aeronautical revenue</b>	<b>218,742</b>	<b>262,847</b>	<b>374,835</b>	<b>44,105</b>	<b>20.16 %</b>	<b>(111,988)</b>	<b>(29.88) %</b>
	<b>Total Operating revenues</b>	<b>415,787</b>	<b>508,065</b>	<b>633,149</b>	<b>92,278</b>	<b>22.19 %</b>	<b>(125,084)</b>	<b>(19.76) %</b>

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

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

### ***Operating Revenues:***

- 1 ***Passenger airline landing fees*** – The forecasted passenger landing revenue estimated that we would have 40% fewer commercial landings in October 2020 compared to October 2019. Actual October landings were only down 26% compared to scheduled 2019 landings. As a result, passenger airline landing revenue was 29% above forecast. United more than doubled their flights from September to October reducing their year over year decrease to 21% in scheduled flights in October 2020 compared to October 2019. American was down 21%, Delta (Skywest) flew the same scheduled flights as 2019, and Allegiant was down 56% compared to 2019.
  - 2 ***Terminal Rent*** – Terminal rent is a fixed charge to the airlines that covers their individual ticket counters and office space, as well as the ticket queuing area, baggage claim, and secure hold room. The increase from prior year was based on the calculated increase in rates from the formula based rates and charges model that was adopted in the December 2019 board meeting.
  - 3 ***Other (Boarding Bridge)*** – Although the total dollar amount is small, I wanted to note that the decrease in Boarding bridge fees from 2019 is not tied directly to usage because the "per turn" fee charged for using the boarding bridge was decreased from \$25/use to \$8.50/use from 2019 to 2020 with the new rate model.
  - 4 ***Non-passenger landing fees*** – Landing fees from non-passenger traffic exceeded forecast expectations by \$9,800, due entirely to fire fighting activity. There were ongoing firefighting operations based out of Grand Junction which resulted in higher than anticipated non-passenger landing revenue.
  - 5 ***Cargo and hangar rentals*** – FedEx leases a hangar and "exclusive" space on the commercial apron. This fixed rent charge is based on their lease.
  - 6 ***Fuel tax revenue*** – Based on discussions with CDOT, fuel tax is typically collected by the State and remitted to the airports about two months after the activity occurred, however, remittance from the state can be inconsistent and therefore the Authority recognizes this revenue on a cash basis. Fuel tax revenues tend to correlate most closely to commercial activity. Payments and revenue recognized in October should be related to August commercial airline activity which was at about 57% of 2019, revenue is on par with 2019 and we assume that the difference in revenue is due to timing of payments received by the state.
  - 7 ***Fuel flowage fees and fuel sales*** – Fuel flowage fees are collected from non-commercial fueling at the airport and therefore are influenced from GA operations, primarily military fueling. GA operations rebounded much quicker than expected. The forecast predicted a 40% decrease in October activity, however, total fuel flowage was only down 26% from 2019. This resulted in net fuel tax and flowage fees of approximately \$14,800 above forecast.
- Non-aeronautical revenues*** – Aside from Land and building leases and terminal - other accounts that represent fixed rent charges, the non-aeronautical revenues are tied directly to passenger traffic. In October 2020, the airport had 15,810 revenue enplanements compared to 23,872 revenue enplanements in October 2019; a decline of approximately 34%. The October forecast estimated a 50% decline, so passenger numbers were well ahead of forecast expectations.
- 10 ***Terminal - restaurant & retail*** - The decline in restaurant and retail revenue from 2019 of 31% was slightly lower than the decrease in passengers at 34%. This is an indication that passenger spending in October 2020 was above the October 2019 spending per passenger.
  - 12 ***Rental Cars*** - Rental car revenue only declined 9% year over year. We believe that some of the decrease was less than the total decrease in passengers due to stronger local rental car activity than expected. Additionally, the Average daily rate in October 2020 was at \$75/day compared to \$55/day in October 2019.
  - 13 ***Parking*** - Parking revenue declined by 56% year over year from 2019 to 2020 in October. The spending per passenger for parking is still well below the pre-COVID levels, primarily due to a change in the passenger mix between business and leisure travel.

# Grand Junction Regional Airport Authority

## Statements of Changes in Net Position

Unaudited - subject to change

	Year to Date			Forecast Variance		Prior Year Variance		
	10/31/2020	10/31/2020	10/31/2019	Forecast \$ Remaining	Forecast % Remaining	PY \$ Var	PY % Var	
	Forecast	Actual	PY Actual					
<b>Operating revenue</b>								
Aeronautical revenue								
Passenger airline revenue								
1	Passenger airline landing fees	\$ 365,035	\$ 388,622	\$ 520,611	\$ 23,587	6.46 %	\$ (131,989)	(25.35) %
2	Terminal rent	1,029,560	1,035,029	986,029	5,469	0.53 %	49,000	4.97 %
3	Other (boarding bridge)	16,854	18,524	104,593	1,670	9.91 %	(86,069)	(82.29) %
	<i>Total Passenger airline revenue</i>	<u>1,411,449</u>	<u>1,442,175</u>	<u>1,611,233</u>	<u>30,726</u>	<u>2.18 %</u>	<u>(169,058)</u>	<u>(10.49) %</u>
Non-passenger airline revenue								
4	Non-passenger landing fees	83,670	183,137	84,277	99,467	118.88 %	98,860	117.30 %
5	Cargo and hangar rentals	44,880	45,381	44,500	501	1.12 %	881	1.98 %
6	Fuel tax	82,816	136,080	175,384	53,264	64.32 %	(39,304)	(22.41) %
7	Fuel Flowage Fees and Sales	209,997	366,926	459,946	156,929	74.73 %	(93,020)	(20.22) %
8	Other (ramp parking, rapid refuel)	3,280	5,490	7,920	2,210	67.38 %	(2,430)	(30.68) %
	<i>Total Non-passenger airline revenue</i>	<u>424,643</u>	<u>737,014</u>	<u>772,027</u>	<u>312,371</u>	<u>73.56 %</u>	<u>(35,013)</u>	<u>(4.54) %</u>
	<i>Total Aeronautical revenue</i>	<u>1,836,092</u>	<u>2,179,189</u>	<u>2,383,260</u>	<u>343,097</u>	<u>18.69 %</u>	<u>(204,071)</u>	<u>(8.56) %</u>
Non-aeronautical revenue								
9	Land and building leases	491,243	509,111	491,635	17,868	3.64 %	17,476	3.55 %
10	Terminal - restaurant & retail	67,591	78,051	139,332	10,460	15.48 %	(61,281)	(43.98) %
11	Terminal - other	150,410	152,296	150,603	1,886	1.25 %	1,693	1.12 %
12	Rental cars	521,713	761,101	1,116,411	239,388	45.88 %	(355,310)	(31.83) %
13	Parking	613,075	641,418	1,276,103	28,343	4.62 %	(634,685)	(49.74) %
14	Ground Transportation	23,408	27,823	62,803	4,415	18.86 %	(34,980)	(55.70) %
15	Other (advertising, security fee, etc.)	37,569	39,343	80,158	1,774	4.72 %	(40,815)	(50.92) %
	<i>Total Non-aeronautical revenue</i>	<u>1,905,009</u>	<u>2,209,143</u>	<u>3,317,045</u>	<u>304,134</u>	<u>15.96 %</u>	<u>(1,107,902)</u>	<u>(33.40) %</u>
	<b>Total Operating Revenues</b>	<u>\$ 3,741,101</u>	<u>\$ 4,388,332</u>	<u>\$ 5,700,305</u>	<u>\$ 647,231</u>	<u>17.30 %</u>	<u>\$ (1,311,973)</u>	<u>(23.02) %</u>

# Grand Junction Regional Airport Authority

## Statements of Changes in Net Position

Unaudited - subject to change

		Year to Date			Forecast Variance		Prior Year Variance	
		10/31/2020	10/31/2020	10/31/2019				
		Forecast	Actual	PY Actual	Forecast \$ Variance	Forecast % Variance	PY \$ Var	PY % Var
<b>Operating expenses</b>								
16	Personnel compensation and benefits	\$ 2,128,540	\$ 1,998,608	\$ 1,969,346	(129,932)	(6.10) %	29,262	1.49 %
17	Communications and utilities	257,571	254,815	259,960	(2,756)	(1.07) %	(5,145)	(1.98) %
18	Supplies and materials	349,881	311,432	432,689	(38,449)	(10.99) %	(121,257)	(28.02) %
19	Contract services	526,442	451,270	493,967	(75,172)	(14.28) %	(42,697)	(8.64) %
20	Repairs & maintenance	341,895	215,814	309,508	(126,081)	(36.88) %	(93,694)	(30.27) %
21	Insurance	99,785	96,973	91,634	(2,812)	(2.82) %	5,339	5.83 %
22	Training, Travel, & Air Service Development	132,880	74,155	155,468	(58,725)	(44.19) %	(81,313)	(52.30) %
23	Other Expense (marketing, professional dues, etc)	67,860	62,231	48,134	(5,629)	(8.30) %	14,097	29.29 %
24	Contingency Expense	-	-	3,597	-	0.00 %	(3,597)	0.00 %
	<i>Total Operating expenses</i>	<u>3,904,854</u>	<u>3,465,298</u>	<u>3,764,303</u>	<u>(439,556)</u>	<u>(11.26) %</u>	<u>(299,005)</u>	<u>(7.94) %</u>
<b>Non-operating revenue (expenses)</b>								
25	Passenger facility charges	440,207	538,873	886,569	98,666	22.41 %	(347,696)	(39.22) %
26	Interest income	33,581	61,927	203,652	28,346	84.41 %	(141,725)	(69.59) %
27	Interest expense	(658,647)	(658,356)	(677,156)	291	0.04 %	18,800	2.78 %
28	Customer facility charges	167,682	205,216	646,528	37,534	22.38 %	(441,312)	(68.26) %
29	Capital contributions	14,163,501	5,502,555	2,961,816	(8,660,946)	(61.15) %	2,540,739	85.78 %
29	Capital expenditures	(17,655,710)	(7,586,135)	(8,316,994)	10,069,575	57.03 %	730,859	8.79 %
	<i>Total Non-operating revenue (expenses)</i>	<u>(3,509,386)</u>	<u>(1,935,920)</u>	<u>(4,295,585)</u>	<u>1,573,466</u>	<u>44.84 %</u>	<u>2,359,665</u>	<u>54.93 %</u>
	<b>Excess of revenue over (under) expense</b>	<u><b>\$ (3,673,139)</b></u>	<u><b>\$ (1,012,886)</b></u>	<u><b>\$ (2,359,583)</b></u>	<u><b>2,660,253</b></u>	<u><b>72.42 %</b></u>	<u><b>1,346,697</b></u>	<u><b>57.07 %</b></u>

## Variance Explanations - October 30, 2020 Year to Date Preliminary Financial Statements

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

Year-to-date through October 2020 passenger traffic is down 45% (about 97,000 passengers) compared to October 2019. The explanations below are intended to provide additional explanations about variances between forecasted revenues and expenses.

***Operating Revenues: Operating revenues are \$647k ahead of forecast year-to-date through October 2020. Total forecasted operating revenue for the year is \$4.5M therefore 96% of the operating revenue forecast has been earned YTD through October.***

- 1 **Passenger Landing Fees** - Passenger landing fees year to date are about \$23,6000 above forecast expectations. Total scheduled landings year to date through October 2020 are down about 36% compared to October 2019 which is better than the forecast.
- 2 **Terminal Rent** - The increase in terminal rent revenue from prior year is a reflection of the increased rates calculated using the new formula based rate setting methodology and adopted in December by resolution in anticipation of adopting the new lease and use agreements in 2020. We have not made any changes in our assumptions for terminal rent at this time.
- 3 **Boarding Bridge Revenue** - The decrease in boarding bridge revenue was budgeted for and expected. With the change in rates mentioned in the terminal rent explanation above, we also adjusted the boarding bridge per turn charge which decreased from the 2019 rates.
- 4 **Non-Passenger Landing Fees** - Non-passenger landing fees year-to-date through October 2020 are approximately \$99,500 higher than YTD October 2019 and exceed the total annual forecast for the year (\$100k). The total number of cargo landings has been consistent year over year, and the majority of the increase has been related to fire fighting activity in June-August 2020 which was much higher than 2019 fire activity.
- 5 **Cargo and hangar rentals** - The cargo hangar rental is a fixed rent charge and is on budget and consistent with prior year.
- 6 **Fuel Tax** - Fuel tax revenues are collected by the state and remitted to the Airport based on all fuel sales, but these revenues tend to correlate most closely with activity (commercial landings). YTD through October, commercial passenger landings are down about 36%, therefore the 23% decline in fuel tax revenues from prior year is expected. Commercial landings were projected to be down 50%, therefore this revenue exceeds forecast expectations.
- 7 **Fuel Flowage Fees** - Fuel flowage fees are not charged to commercial carriers, but correlate with GA operations. GA activity has not decreased as much as was originally forecasted so we have collected more flowage fee revenues year to date than was anticipated. Year-to-date 2020 fuel flowage in gallons through October are down about 19% compared to YTD October 2019 fuel flowage gallons. With the fire activity and strong GA recovery, fuel flowage revenue has already exceeded the annual forecast (\$258,000).
- 9 **Non-aeronautical revenues** - Year-to-date through October 2020, total enplaned passengers are approximately 45% lower than the same time period in 2019. Aside from land and building leases and the terminal - other revenue which are fixed rents, the other non-aeronautical revenues are almost entirely tied to enplaned passengers at the airport and therefore would be expected to reflect a comparable decline in year-to-date revenues from 2019 as passenger traffic. Declines year-to-date through October 2020 for restaurant and rental cars are below the 45% decrease in passenger traffic. Parking and ground transportation have year-over-year declines that are higher than the decline in passenger traffic, but are trending with the forecast.

***Operating Expenses: Total Operating Expenses YTD through October 2020 are \$440k below forecast. More than half of the savings are in personnel and repairs and maintenance, however, all categories continue to be under forecast.***

- 15 **Personnel Compensation & Benefits** – Compensation and benefits are approximately \$130k below the YTD forecast through October which reflects the hiring freeze on vacant positions.
- 17 **Supplies & Materials** – Supplies & Materials costs are \$121k lower than actual prior year spending YTD through October and \$38k below forecast. The decrease is almost entirely related to decreases in unleaded fuel purchases. Fuel is purchased and sold to the rental car companies and airlines to fuel their equipment. With the decrease in demand, the consumption has decreased and the purchases are less frequent.
- 19 **Repairs & Maintenance** – Repairs and Maintenance activities are currently below forecast and prior year spending. The timing of incurring these costs is somewhat unpredictable, so we have estimated even spending for budget purposes, although some months will have higher costs than others. We expect to come in below forecast for the year.
- 21 **Training, Travel, & Air Service Development** – Costs for training, travel and air service development are \$59k below the YTD forecast through October 2020 and \$81k lower than the prior YTD spending through October 2019. A temporary "freeze" has been placed on travel for conferences and non-required training and employees are taking advantage of on-line and local training opportunities where available.

***Non-Operating Revenues and Expenses:***

- 24 **PFC Revenue** – PFC revenue is below prior year actual due to the decrease in passenger activity, however, actual passenger numbers YTD through October 2020 are higher than forecasted resulting in higher than expected PFC revenue. Year to date, total passenger traffic is down 45% which is consistent with the decline in PFC revenue.
- 25 **Interest Income** - Interest income is less than half of the amount received in 2019 YTD through October. The second half of the bond funds were drawn down in March 2020 and therefore we expect the monthly and year-to-date income to reduce substantially from the prior year. However, interest income is ahead of forecast YTD through October 2020.
- 27 **CFC Revenue** – CFC revenues were temporarily waived from April 2020 through September 2020 and with the decrease in passenger traffic, revenue is down 68% from October 2019. Actual CFC revenues are ahead of forecast as rental car activity has been stronger than anticipated and a couple of rental car brands continued to collect CFCs during the waiver period.
- 28 **Capital Contributions & Expenditures** – The timing of capital contributions (grant revenue) and capital expenditures is somewhat unpredictable therefore the forecast represents the full annual budget. It is unlikely that we will spend the full budget due to the timing of our grant awards and the construction season.

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

		Month Ending 10/31/2020	Month Ending 09/30/2020	Variance
<b>Assets</b>				
Current Assets				
	Cash and Cash Equivalents - Unrestricted	\$ 7,964,358	\$ 8,281,324	\$ (316,966)
	Cash and Cash Equivalents - Restricted	4,295,408	4,243,410	51,998
1	<i>Total Cash and Cash Equivalents</i>	<u>12,259,766</u>	<u>12,524,734</u>	<u>(264,968)</u>
Accounts Receivable				
	Accounts Receivable - Ops, net of allowance of \$24,000	1,222,376	1,269,916	(47,540)
	Accounts Receivable - Capital	1,464,552	1,448,702	15,851
2	<i>Total Accounts Receivable, Net</i>	<u>2,686,928</u>	<u>2,718,618</u>	<u>(31,690)</u>
3	Prepaid Expenses	101,273	117,119	(15,846)
	<i>Total Current Assets</i>	<u>15,047,966</u>	<u>15,360,470</u>	<u>(312,504)</u>
<b>Non-Current Assets</b>				
Capital Assets				
	Capital Assets not subject to depreciation	9,764,782	9,764,782	-
	Capital Assets subject to depreciation, net	58,271,974	58,685,129	(413,155)
4	<i>Total Capital Assets, Net</i>	<u>68,036,756</u>	<u>68,449,911</u>	<u>(413,155)</u>
5	Bond Project Fund	415,783	415,773	9
	<i>Total Non-Current Assets</i>	<u>68,452,539</u>	<u>68,865,684</u>	<u>(413,145)</u>
	<b>Total Assets</b>	<b><u>83,500,505</u></b>	<b><u>84,226,154</u></b>	<b><u>(725,649)</u></b>
6	<b>Deferred Outflows of Resources - Pension Plan</b>	<b><u>719,284</u></b>	<b><u>719,284</u></b>	<b><u>-</u></b>
<b>Liabilities</b>				
Current Liabilities				
7	Accounts Payable - Ops	151,825	200,344	(48,519)
7	Accounts Payable - Capital	260,237	769,095	(508,858)
8	Accrued Expenses	176,102	190,534	(14,432)
9	Lease Deposits	165,194	165,194	-
10	Deferred Revenue	26,637	26,833	(196)
11	Current portion of capital lease and bonds payable	1,247,701	1,181,836	65,865
	<i>Total Current Liabilities</i>	<u>2,027,696</u>	<u>2,533,837</u>	<u>(506,141)</u>
Long Term Liabilities				
	Bond and capital lease payable	18,178,870	18,178,870	-
	Deferred Revenue	398,488	400,577	(2,089)
	Net Pension and OPEB Liability	3,011,861	3,011,861	-
12	<i>Total Long Term Liabilities</i>	<u>21,589,219</u>	<u>21,591,308</u>	<u>(2,089)</u>
	<i>Total Liabilities</i>	<u>23,616,915</u>	<u>24,125,145</u>	<u>(508,230)</u>
13	<b>Deferred Inflows of Resources - Pension Plan</b>	<b><u>64,024</u></b>	<b><u>64,024</u></b>	<b><u>-</u></b>
	<b>Total Net Position</b>	<b><u>\$ 60,538,851</u></b>	<b><u>\$ 60,756,270</u></b>	<b><u>\$ (217,420)</u></b>

## Variance Explanations - October 30, 2020 Statement of Financial Position

**Assets: Total Assets decreased by \$725k from September 2020 to October 2020. Cash decreased by \$265K as final contractor payments were made on AIP grants 62 & 63 and capital payables decreased by \$509k. Additionally, \$413k of non-cash depreciation expense was recognized which reduces total assets.**

- 1 **Cash** – Cash decreased by \$265K from September 2020 to October 2020. The decrease was primarily due to payments made related to AIP projects 62 & 63 that in October.
- 2 **Accounts Receivable** – Accounts receivable includes both operating receivables and capital receivables from grants. Operating receivables decreased approximately \$48k from September to October as payments on deferred balances in addition to regularly scheduled bills were paid. Capital receivables increased \$16k as a few engineering invoices were received.
- 3 **Prepaid Expenses** – Prepaid expenses are primarily related to insurance contracts and software subscriptions that we pay annually, or in advance, that we will receive benefit for over a period of time. As we use these services over the policy or contract period, the amount is recognized as an expense, rather than expensing the entire annual cost in the month that it is paid. The decrease in this balance from September to October represents the current month's share of expenses from the prepaid expenses. This balance will continue to decline over the policy period until another prepayment is made.
- 4 **Capital Assets, Net** – Historically, the airport has not capitalized equipment throughout the year as it is purchased, but instead, expenses all purchases as part of capital expenditures and then capitalizes assets at year end. This allows us to track spending for budget purposes. Therefore, the only change in the fixed assets accounts that will be seen on a monthly basis is the regular monthly depreciation based on assets placed in service as of December 31, 2019.
- 5 **Bond Project Fund** – The remaining bond project fund balance represents interest earnings that were accumulated on the project funds. The accumulated interest is still restricted in purpose, but is available to cover debt service.

### ***Deferred Outflows of Resources:***

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

***Liabilities: Total Liabilities decreased \$508k from September 2020 to October 2020 due to payments made on capital projects.***

- 7 **Accounts Payable** – Similar to accounts receivable, the majority of the balance and the variance from month to month is caused by the capital expenses payable to contractors and engineers associated with our capital projects. Capital accounts payable and receivable should have a positive correlation in periods when we are working primarily on AIP projects where the majority of the cost is funded by the FAA. In October, payments received from grants for September activity was less than the amount incurred. Some of the contractor payments were delayed in September because they were final payments that required advertisement. Capital payables decreased from September to October as these payments were released. Operating payables decreased from September to October due to the timing of costs incurred.
- 8 **Accrued Expenses** – This category is primarily made up of liabilities for un-used PTO (approximately \$155,000) and payroll accruals to properly recognize payroll expenses in the periods that the employees have worked. Changes in this account month to month are almost entirely related to changes in the payroll accruals.
- 9 **Lease Deposits** – Lease deposits are primarily made up of General Aviation Lease deposits that were required in the standard ground lease based on a number of month's rent. We also hold deposits for parking passes held by airport tenant employees. These amounts are payable back to tenants at the end of the lease, or as parking passes are returned. The balance of deposits typically does not change materially from period to period as activity is limited.
- 10 **Deferred Revenue** – This liability represents rent received in advance and is primarily made up of a pre-payment received by the BLM in 2017. Prepaid rent is a liability because we have not provided our tenant with the space for the period of time that they paid us for.
- 11 **Current Portion of capital lease and bonds payable** – This balance represents principal and interest due on the outstanding revenue bond and Yukon capital lease in the current calendar year. We have semi-annual payments due June 1 and December 1 for the bond and one annual payment on the vehicle lease in June. The increase this month represents one month of interest that is owed, but not paid.
- 12 **Long-Term Liabilities** – The long-term bond payable and capital payable balance is updated annually in December to reflect the remaining portion due beyond one year, therefore there is no change from the prior month. The net Pension liability is also only calculated annually, so there will be no change in this amount. This is the actuarial estimate of the airports portion of the unfunded Pension liability for PERA. Long-term deferred revenue represents pre-paid revenues for years after 2020.

***Deferred Inflows of Resources:***

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