



# Board Packet

Regular Board Meeting

*April 17, 2018*



Date: April 17, 2018

Location:

**GRAND JUNCTION REGIONAL AIRPORT**  
**2828 WALKER FIELD DR.**  
**GRAND JUNCTION, CO 81506**  
**AIRPORT TERMINAL - 3<sup>rd</sup> FLOOR CONFERENCE ROOM**

Time: 5:15 PM

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**BOARD MEETING AGENDA**

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

The Grand Junction Regional Airport Authority welcomes respectful public comments at its meetings. The Citizens Comment section is open to all individuals that would like to comment. If you wish to speak under the Citizens Comment portion of the agenda, please fill out a comment card prior to the meeting. If you have a written statement for the Board, please have 10 copies available and give them to the Executive Director who will distribute them to the Board. The Board Chairman will indicate when you may come forward and comment. Please state your name for the record. Presentations are limited to **three minutes** and yielding time to others is not permitted. Speakers are to address the Chairman, not each other or the audience, and are expected to conduct themselves in an appropriate manner. The use of abusive or profane language shall not be allowed. No debate or argument between speakers and/or members of the audience shall be permitted.

**V. Consent Agenda**

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

- A. March 20, 2018 Meeting Minutes \_\_\_\_\_ 1
- B. Standard security guard monthly invoice - G4S \_\_\_\_\_ 2
- C. Standard natural gas and electricity monthly invoice – Xcel \_\_\_\_\_ 3

D.	Standard employee health insurance monthly invoice – Rocky Mountain Health Plans	<u>4</u>
E.	Primary core switch replacement quotation – Sequent	<u>5</u>
F.	General aviation ground lease reassignment – from Collin Fay to Crooked Horn	<u>6</u>
G.	Lease amendment – Navarro DOE uranium calibration pads	<u>7</u>

**VI. Staff Reports**

A.	Director’s report (Angela Padalecki)	
B.	Financial report (Ty Minnick)	<u>8</u>

**VII. Action Items**

A.	Junction Aero Tech Tri-Party Agreement and West Star 2810 Hangar Amendment (Ty Minnick)	<u>9</u>
B.	Lease amendment – West Star FAA Tower (Ty Minnick)	<u>10</u>
C.	Lease amendment – Commemorative Air Force (Ty Minnick)	<u>11</u>

**VIII. Discussion Items**

A.	Microgrid Solar Garden Subscription Agreement (Ben Peck & Jon Fitzpatrick, Microgrid)	<u>12</u>
B.	Projects (Eric Trinklein)	
1.	Replacement Runway 12/30 Project	
a.	Remote Transmitter/Receiver Task Order Construction Bidding – Mead & Hunt	<u>13</u>
b.	27 ¼ Road Task Order Construction Bidding – Mead & Hunt	<u>14</u>
c.	Runway Design Invoice – Mead & Hunt	<u>15</u>
2.	Taxiway A	
a.	Design Invoice – Garver	<u>16</u>
3.	East Terminal Apron (Eric Trinklein)	
a.	Work Order No. 4 – Garver	<u>17</u>
4.	Terminal Renovation	
a.	Design Invoice - Mead & Hunt	<u>18</u>
b.	Revised Task Order Design– Mead & Hunt	<u>19</u>
5.	Passenger Boarding Bridge	
a.	Design Invoice - Mead and Hunt	<u>20</u>
b.	Construction Project Award – FCI	<u>21</u>
c.	Task Order Construction Administration – Mead & Hunt	<u>22</u>
6.	Third Floor Office Renovation Project Award – FCI	<u>26</u>
C.	Governance Changes (Angela Padalecki & Commissioner McDaniel)	<u>27-30</u>

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

**X. Executive Session**

Executive Session for conferences with an attorney for the local public body for the purposes of receiving legal advice on specific legal questions as authorized by C.R.S. Section 24-6-402(4)(b) and for determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators as authorized under C.R.S. Section 24-6-402(4)(e).

**XI. Adjournment**



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**Grand Junction Regional Airport Authority Board**  
**Board Meeting**  
Meeting Minutes  
March 20, 2018

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**REGULAR BOARD MEETING**

**Time: 5:15PM**

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**I. Call to Order & Pledge of Allegiance.**

Mr. Tom Benton, Board Vice-Chairman, called the Meeting of the Grand Junction Regional Airport Authority Board to order at 5:18 PM on March 20, 2018 in Grand Junction, Colorado and in the County of Mesa.

<i>Commissioners Present:</i> Tom Benton, <i>Vice-Chairman</i> Chuck McDaniel Erling Brabaek (present by phone) Clay Tufly Thaddeus Shrader (present by phone) Ron Velarde  <i>Airport Staff:</i> Angela Padalecki, Executive Director Victoria Hightower, <i>Clerk</i> Chance Ballegeer, <i>Deputy Clerk</i> Ty Minnick Eric Trinklein Shelagh O’Kane Mark Papko	<i>Other:</i> Shannon Kinslow, TOIL Colin Bible, Garver Jon Conrad, CO Flight Center PJ McGovern, Junction Aerotec Brad Barker, CAP
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**II. Approval of Agenda**

*Commissioner McDaniel moved for the Board to approve the agenda as presented. Commissioner Tufley seconded. Voice Vote. All Ayes.*

**III. Introduce New Board Member**

Commissioner Brenton introduced new commissioner, Ron Velarde. Commissioner Benton said that Mr. Velarde was recently appointed by the Mesa County Commissioners last Monday. Mr. Velarde brings a wealth of knowledge.

Commissioner Velarde said that he appreciates the opportunity and is happy to be here. Commissioner Velarde said that he comes from a ranch and farming background, went to school at Southern Colorado State College (now CSU Pueblo) and graduated from Colorado State University to be a game warden. He was stationed in the San Luis Valley from 1973 to 1980, and then was promoted to Wild Life Manager in Pueblo from 1980 to about 2000, then was assigned as a regional manager for the west region. Commissioner Velarde said he was the North West Regional Manager up until 8 months ago when he retired after 47 years with the Colorado Parks and Wildlife.

#### **IV. Commissioner Comments**

None.

#### **V. Citizen Comments**

None.

#### **VI. Discussion & Action Items**

##### **A. Final 2017 audit presentation**

Mr. Minnick stated that this is the 2017 audit that is still in draft form but pending approval tonight it will go to final.

Ms. Lisa Meacham with EKSH and Chase Lloyd presented the 2017 audit. Ms. Meacham stated that they express an unmodified opinion on the financial statements, which is the highest level of assurance that they can give, a clean audit opinion. They identified no material weaknesses in internal control over financial reporting. No finding reported under Uniform Grand Guidance (Airport Improvement Program). No findings reported over the Passenger Facility Charge audit. No difficulties or disagreements. Ms. Meacham stated that the Airport has a very strong team in place and overall, the audit went very well.

*EKS&H Confirmation: "We confirm we are independent of Grand Junction Regional Airport Authority in compliance with Rules of the Colorado State Board of Accountancy, the AICPA's Code of Professional Conduct, and Government Auditing Standards."*

##### ➤ **Statements of Net Position**

- **Total assets: \$82.6 million, an increase of \$3.2 million compared to the prior year**
  - Current assets increased by \$1.1 million cause by increases in grants receivable
  - Non-current assets increased by \$2.1 million largely caused by an increase in capital assets driven by higher AIP activity in the current year
  - Total liabilities: \$27.0 million, a decrease of \$332,000 compared to the prior year

- Current liabilities increase by \$317,000 due to slight increases in accounts payable – capital assets and accrued expenses offset by a decrease of \$649,000 in non-current liabilities from payments on the revenue bonds payable
    - Total net position: \$55.3 million, an increase of \$3.5 million
  - Statement of revenue, expenses, and changes in net position
    - Total operating income (before depreciation) – \$2.1 million, an increase of \$143,000 over prior year
      - Aeronautical revenues were up \$41,000 over prior year and non-aeronautical revenues were up \$89,000 from increases in rental cars and parking/ground transportation.
      - Operating expenses were down \$13,000 from prior year. Personnel compensation and benefits was up \$269,000 (noncash PERA adjustments) offset by decreases in contract services and repairs and maintenance.
    - Non-operating revenues (expenses) - \$5.5 million, an increase of \$2.9 million over prior year.
      - Capital contributions (grant income) up by \$3.0 million from prior year due to increased AIP activity offset by an increase in interest expense.
  - Total change in net position - \$3.5 million, an increase of \$3.1 million from prior year
    - Driven by \$3.0 million increase in capital contributions (grant income) which was used for capital assets during the year

*Commissioner Tufly moved for the Board to approve the audit as presented.  
Commissioner Brabaek seconded. Voice Vote. All Ayes.*

#### B. Invoice and Final Audit Approval

*Commissioner McDaniel moved for the Board to approve payment for the final invoice. Commissioner Tufly seconded. Voice Vote. All Ayes.*

### VII. Consent Agenda

- A. February 20, 2018 Meeting Minutes
- B. G4S invoice
- C. Goodwin invoice
- D. DKMG invoice – rate & charges review
- E. Garver invoice – Taxiway A design
- F. Garver invoice – east apron
- G. Mead & Hunt invoice – boarding bridge design
- H. Mead & Hunt invoice – terminal renovations design
- I. Sky Adventures sublease agreement

*Commissioner Tufly moved to approve the Consent Agenda. Commissioner McDaniel seconded. Voice Vote. All Ayes.*

## **VIII. Staff Reports**

### **A. Director's and Activity report**

Ms. Padalecki stated that they had their Airport Open House on March 6<sup>th</sup> and it was a great success. Ms. Padalecki stated that the next Board Workshop is scheduled for April 3<sup>rd</sup> and that one is planned to be the Governance Workshop at 5:15PM. Ms. Padalecki said that the TSA lease amendment will go through and be effective April 1<sup>st</sup>, which will give the conference room and the adjacent office space back to the airport for use. Ms. Padalecki briefed the Board on a few organizational chat changes. The Airport has a new intern who started in February. His name is Aaron and is a student at CMU in the Civil Engineering Dept and is working with Eric Trinklein. Ms. Padalecki said that Mark Papko, Airport Operations Manager, reached his six month anniversary this week and his role has changed within those six months. Ms. Padalecki said that they have added security into his portfolio and have made some modifications to his job description and his pay band.

Ms. Padalecki said that the Air Service Task Force is a non-profit that exists in town and is made up of a board of members from their business community primarily, and also stakeholders as well. Ms. Padalecki stated that many may have heard of the purposed lodging tax increase within the City of Grand Junction, currently there is a 3% lodging tax. What has been purposed is to put on the ballot an increase of 3%. That 3% would be divvied up as follows:

- 1% would go towards air service development at the airport. The airport can't accept tax payer funds, so that money would go to the air service alliance to help with air service incentives.
- 0.75% would go to the Greater Grand Junction sports commission.
- 1.25% would go to Visit Grand Junction

Each percentage represents about \$500,000 today and there is no sunset provision being purposed, so that amount would grow over time. The City Council did give the green light to start writing the ballot question. If approved, this would go on the ballot for November elections.

Ms. Padalecki briefed the Board on an update for the Foreign Trade Zone (FTZ). The letter of support from the Governor is the next milestone the airport will need to reach and that is being managed by GJEP. GJEP expects that letter will be sent from the Governor's office this week.

Ms. Padalecki gave a brief update on stakeholder coordination. Ms. Padalecki said that that is something they are trying to improve on, so in the next month they will be meeting with airport tenants.

Ms. Padalecki said that for the Activity report, they are going to talk about January again. Ms. Padalecki said that this team does a great job on reporting information to

the Board as soon as it's available, but what that means on their activity information and financials is they are reporting data they just received. To be able to give more information behind the numbers staff is going to change that frequency so they will be reporting on an extra month lag.

Enplanements were down in January compared to the 2017 numbers, but their landings were up. The main reason is because of diversions. Those diversions will land, deplane, and then those passengers get put on a bus to their destination, so these aren't, from a schedule perspective, those corresponding enplanements. Ms. Padalecki briefly went through data for each airline.

## **B. Financial report**

Mr. Minnick briefed the Board on the airport's current financial status. Aeronautical revenue is made up largely of landing fees, terminal rent and fuel flowage and it remained relatively flat to the prior year. Terminal rent will stay the same because it is a fixed rate and doesn't change through the year. Landings were up in 2018 vs. 2017 so that gave a slight increase in the overall aeronautical revenue. Fuel flowage was down slightly from prior year. They lost a little in total gallons pumped for the GA, so that impacted their revenue slightly.

Non-aeronautical revenue is mostly passenger revenue and is driven by the parking and the rental cars. The main revenue source is parking. The non-aeronautical revenue makes up over half of their total revenue.

Operating expenses are lower than prior year. Prior year they had an audit fee that was billed out in January so it hit in those January financials and this year it will be in the February financials. In 2017, they also had that ice storm that shut everything down momentarily but they did have some extra expenses related to that. They also had lower marketing and air service expenses in 2018 vs. prior year.

Non-operating revenue for 2018 included a CDOT reimbursement that was from AIP projects that were billed out in December and they collected that revenue in January. They also had a customer facility charge that came in late, it hit February vs January of about \$20,000.

## **C. Operations report**

Mr. Mark Papko gave an update on airside operations activity. Mr. Papko briefly discussed traffic operations (landing and/or take off), on-time performance, and diversions. Mr. Papko said that for on-time performance 2016 and 2017 were pretty even. The airport is maintaining a 90% on time performance. On-time performance is defined as +/- 15mins of the scheduled time. Mr. Papko said that the airport's cancel rate is .31 of a percent, which is a number they are very proud of because it speaks to the reliability of the airport.

Mr. Papko stated that the Airport decided to put in for an FMLD mini grant application for funds to purchase a Penetration Aircraft Skin Trainer (PAST).

Currently the airport doesn't have any kind of training material and right now use cones to simulate penetrating an aircraft so it's not realistic. The airport requested \$9,800 to purchase an FAA certified PAST training apparatus, promoting advanced proficiency with the High Reach Extendable Turret (HRET). There is only one certified PAST on the market. The grants will be awarded in April by the FMLD.

#### **D. Projects update**

Mr. Trinklein briefed the board on the status of the current projects at the airport, which include, The passenger loading bridge, partial terminal roof replacement, escalator replacement, terminal main atrium HVAC upgrade, 3<sup>rd</sup> floor administration Office, taxiway A – pavement rehabilitation, and runway 12/30. Mr. Trinklein said that they are in a bidding phase for majority of the projects. Mr. Trinklein said that they had some problems with their online bidding website service and between the terminal roof project and the escalator replacement, they received one bid. Looking at how the City and County conduct their bidding process, they have some ways to increase their probability on future projects. Staff has reached out to that contractor to do a cost analysis and possibly negotiate to a fee that's within their budget.

##### Passenger Loading Bridge

- Converts Gate 1 to fixed covered walkway
- 757 capable
- Improves utilization of lower hold room area
- One bid received March 9<sup>th</sup> within budget
- Staff is reviewing the bid and will have a recommendation at the next board meeting.
- On schedule for contractor selection
- Construction Q2-Q3
- Bid \$1,287,072 within budget
- Scheduled completion Q3 2018

##### Partial Terminal Roof Replacement

- Replacing Portions of second and third floor roofing
- One bid received March 2
- Construction Q3
- Budget: \$500K from cost estimate
- Scheduled completion Q3 2018

##### Escalator Replacement

- Both main terminal escalators
- No bids received
- Construction will be included in larger project for general contractor
- Budget \$360k from cost estimate
- Scheduled completion Q3 2018

##### Terminal Main Atrium HVAC

- Last remaining zone that is under the original system

- Improve terminal user experience
- Contractor selection/award in May
- Begin construction Q3
- Budget: \$1.2M to \$1.8M
- Scheduled Completion Q4 2018
- Work will be provided under larger general contractor selection. Working to provide owner procured equipment in order to minimize impacts of lead times. Include temporary cooling with construction project during the summer. Budget (full scope) \$2.9M

#### 3<sup>rd</sup> floor Administration Offices

- Consolidate Administrative Staff
- Enabling work complete for TSA transition
- Design/build project
- Bid period: 2/23 to 4/6
- Contractor selection/award in April
- Construction Q2-Q3
- Budget: \$150,000
- Scheduled completion Q3 2018

#### Taxiway A Rehabilitation project

- Heavily used ends of primary parallel taxiway
- Design-only contract with Garver
- Ready for bid April 2018 in anticipation of FAA Grant
- Grant: \$1,700,000
- Scheduled construction completion Q4 2018

#### Runway 12/30

- 30% design is complete
- Revised cost estimates underway
- 2018 enabling projects:
  - Relocate 27 ¼ Rd
  - Relocate Remote Transmitter Receiver (RTR)
- Begin 60% design
- Complete 60% design August
- Cost estimate: \$132.3 Million
- Anticipated runway open 2025-2028  
\*estimate based on 30% design

#### Relocate 27 ¼ Road

- New location outside future
- Runway protection zone
- Ready for bid April in anticipation of Federal Grant
- Construction Q3-Q4
- Budget: \$2,321,000

→ Schedule completion Q4 2018

Relocate Remote Transmitter/Receiver

- Relocation outside of new runway airspace
- FAA communication facility
- Include towers and shed
- Reimbursable agreement with Air Traffic Organization of FAA
- Ready for bid April in anticipation of Federal Grant
- Construction Q3-Q4
- Budget: \$4,002,000
- Scheduled completion Q4 2018n

## **IX. Action Items**

### **A. Junction Aero Tech Tri-Party Agreement**

*Commissioner Tufly recused himself from this discussion and abstained from voting, due to his role with Alpine Bank.*

Mr. Minnick briefed the Board. Mr. Minnick said that the Tri-Party is between Alpine Bank, Junction Aero Tech and the Grand Junction Regional Airport. On April 1, 2016, GJRAA and Junction Aero Tech entered into one new ground lease captioned Aeronautical Use Ground Lease that replaced all three (3) of the Ground Lease Agreements and on September 21, 2017, GJRAA and Junction Aero Tech entered into a First Amendment to said such new ground lease ( all collectively, the “Replacement Ground Lease”).

Junction Aero Tech has requested that Alpine accept the Replacement Ground Lease in lieu of the Original Ground Leases as collateral to secure repayment of the Loan. Such a substitution of collateral will require an amendment to the Tri-Party Agreement. The consent of GJRAA is required in order for such an amendment to be effective.

The expiration of the term of the Replacement Ground Lease is August 15, 2024. The Replacement Ground Lease contains one ten-year renewal option ending on August 15, 2034, and five additional four-year renewal options thereafter,

Airport Authority general counsel has reviewed without exception.

Airport Attorney, Karl Hanlon, said that the goal with to gather everything into one consolidated package.

Commissioner Brabaek stated that his only concern with the lease is the fact that they are still honoring a lease with respect to the southern portion of A4. Commissioner Brabaek asked if there was a way that when they take a vote on this, add some

attachment that excludes the taxiway A4 connector, that he believes shouldn't be in the lease.

Mr. Hanlon said that that could be made part of the motion, but they would need to know prior to execution that that works for both sides.

Mr. PJ McGovern said that the concern that has been brought about is that on West Star's leasehold there is part of a taxiway and is inappropriate. Staff has been working with West Star directly about this issue and to trade ground that is just north of the Mesa hangar. Mr. McGovern said that they are in favor of the board making a motion to approve this subject to a simultaneous amendment to the ground lease that the taxiway goes away from West Star's lease and pick up the pad just north of the Mesa Hangar.

Mr. Hanlon said that from the stand point that this is a document that needs to be approved by the board but the board hasn't seen yet, his preference would be that this amendment and the next amendment be action items on the next meeting.

Commissioner McDaniel agreed that he prefers to have it all in one package at the next board meeting.

*Commissioner McDaniel moved to table this item till next board meeting.  
Commissioner Velarde seconded. Voice Vote. All Ayes*

**B. Hub service agreement extension**

HUB is the insurance broker for the airport covering general liability, auto, D & O and medical insurance policies. The airport and HUB entered into an agreement on April 22, 2015 for insurance broker services. The attached extension will allow the airport to continue using HUB through the renewal period for all policies expiring 6/1/18, with the exception of medical insurance, which expires 9/1/18.

Staff recommends the contract extension to 12/31/18 for HUB International Insurance Services.

*Commissioner McDaniel moved for the Board to approve to extend the HUB service agreement. Commissioner Tuflly seconded. Voice Vote. All Ayes.*

**X. Any other business which may come before the Board  
None.**

**XI. Executive Session**

*Commissioner Tuflly moved for the Board to go into Executive Session For conference with an attorney for the local public body for the purpose of receiving legal advice on specific legal questions as authorized by C.R.S. Section 24-6-402(4)(b) and for determining positions relative to matters that may be subject to negotiations; developing*

*strategy for negotiations; and instructing negotiators as authorized under C.R.S. Section 24-6-402(4)(e). Commissioner McDaniel seconded. Voice Vote. All Ayes.*

**XII. Adjournment**

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Rick Taggart, Board Chairman

***ATTEST:***

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Victoria Hightower, Clerk to the Board

# Grand Junction Regional Airport Authority

## Agenda Item Summary

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TOPIC:	G4S Invoice
PURPOSE:	Information <input type="checkbox"/> Guidance <input type="checkbox"/> Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Staff recommends the Board authorize the payment of G4S Invoice 8745479 for the amount of \$13,271.26
LAST ACTION:	Approved February Invoice.
DISCUSSION:	<p>This invoice is the monthly billing for March 2018 for the ongoing monthly costs for security guard services in the Terminal. This cost is recovered from signatory air-carriers.</p> <p>The invoice exceeds \$10,000, therefore requiring Board approval.</p> <p>Staff has verified the amount and the scope of work has been completed.</p>
FISCAL IMPACT:	\$13,271.26
COMMUNICATION STRATEGY:	N/A
ATTACHMENTS:	G4S Invoice 8745479
STAFF CONTACT:	Chance Ballegeer Email: <a href="mailto:cballegeer@gairport.com">cballegeer@gairport.com</a> Office: 970-248-8586

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INVOICE

G4S Secure Solutions (USA) Inc.  
1395 University Blvd | Jupiter FL 33458



Website: www.g4s.us  
Contact Us: (303) 341-4433  
Federal ID: 590857245

Bill To: Chance Ballegeer  
Grand Junction Regional Airport Authority  
2828 Walker Field Dr Ste 301  
Grand Junction CO 81506-8667

Securing Your World

Service Location: 2828 Walker Field Dr Ste 301  
Grand Junction CO 81506-8667

Invoice No:	8745479
Amount Due:	\$13,271.26
Invoice Date:	03/31/2018
Terms:	Payment Due 30 Days
Due Date:	04/30/2018
Customer No:	134423
PO Number:	

Please include the invoice number with your payment and remit to:  
PO Box 277469  
Atlanta GA 30384-7469

Have billing questions? Email us:

Purchase orders: [poinfo@usa.g4s.com](mailto:poinfo@usa.g4s.com)  
Other inquiries: [billinghelp@usa.g4s.com](mailto:billinghelp@usa.g4s.com)

Services Rendered for: 03/01/2018 through 03/31/2018

Invoice Description:

CUSTOM PROTECTION SERVICES  
Grand Junction  
Regional Airport

Week Begin	Week End	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total Hours	Other Qty	Amount (\$)
Culton, Chadwick D											
02/26/2018	03/04/2018	0.00	0.00	0.00	8.00	7.75	0.00	14.00	29.75	0.00	
03/05/2018	03/11/2018	2.00	10.75	5.00	7.75	8.00	0.00	13.00	46.50	0.00	
03/12/2018	03/18/2018	2.00	0.00	0.00	13.08	6.50	12.25	0.00	33.83	0.00	
03/26/2018	04/01/2018	0.00	0.00	0.00	6.75	9.00	12.97	0.00	28.72	0.00	
Falk, Darin H											
03/05/2018	03/11/2018	14.50	7.42	7.50	4.50	7.25	13.00	0.00	54.17	0.00	
03/12/2018	03/18/2018	14.00	12.50	12.50	0.00	10.00	4.50	0.00	53.50	0.00	
03/19/2018	03/25/2018	12.50	13.25	12.50	0.00	9.00	0.00	0.00	47.25	0.00	
03/26/2018	04/01/2018	2.75	12.75	13.00	6.00	7.50	0.00	0.00	42.00	0.00	
Troncoso, Daniel L											
02/26/2018	03/04/2018	0.00	0.00	0.00	5.00	5.75	13.00	0.00	23.75	0.00	
03/12/2018	03/18/2018	0.00	0.00	0.00	0.00	0.00	0.00	13.25	13.25	0.00	
03/19/2018	03/25/2018	2.67	0.00	0.00	13.00	7.75	13.00	13.75	50.17	0.00	
03/26/2018	04/01/2018	12.50	0.00	0.00	0.00	0.00	0.00	0.00	12.50	0.00	
Armed CPO-REGULAR				435.39	Regular Hours	at			30.29	13,187.96	
Troncoso, Daniel L											
02/26/2018	03/04/2018	0.00	0.00	0.00	0.00	2.75	0.00	0.00	2.75	0.00	
Armed CPO-TRAINING				2.75	Regular Hours	at			30.29	83.30	
Subtotal									438.14	13,271.26	
Invoice Total										13,271.26	

# Grand Junction Regional Airport Authority

## Agenda Item Summary

TOPIC:	Xcel Energy Statement
PURPOSE:	Information <input type="checkbox"/> Guidance <input type="checkbox"/> Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Staff recommends the Board authorize the payment of Xcel Energy Statement 585643254 for the amount of \$14,096.07.
LAST ACTION:	None
DISCUSSION:	<p>This invoice is the monthly billing for March 2018 for the ongoing monthly costs of natural gas and electric consumption throughout the airport. Previously this monthly statement has not been taken before the Board. After some discussion, staff has decided that this statement needs to be presented to the Board for approval. Staff will continue submit the monthly statement until such time that the Board adopts changes to the purchasing policy.</p> <p>The invoice exceeds \$10,000, therefore requiring Board approval.</p>
FISCAL IMPACT:	\$14,096.07 (Prior Year \$15,238.95)
COMMUNICATION STRATEGY:	N/A
ATTACHMENTS:	Xcel Energy Statement 585643254
STAFF CONTACT:	Ben Peck Email: bpeck@gjairport.com Office: 970-248-8589

Xcel Energy  
Vendor: V0104

Requested By:

  
Ben Peck

Account Number 53-1022338-4  
Statement Number 585643254  
Statement Date 3/27/2018  
Due Date 4/16/2018  
Amount Due 14,096.07                      Prior Year \$15,238.95

Location	Account	Amount	Description
2828 Walker Field	55-5210	9,858.29	Power
.	55-5205	1,580.83	Gas
2827 Walker Field	75-5210	1,101.04	Parking lot
760 1/2 Horizon	75-5210	119.08	Lower pumphouse
2828 Walker Field	55-5205	112.32	Water heater
2848 Heritage	60-5210	59.04	4/22 PAPI
2810 Landing View	75-5210	326.96	Landing View lane lights
2817 Walker Field	75-5210	194.56	Upper pump station
2814 Landing View	76-5210	582.55	Rental Car Power
2808 1/2 Landing View	80-5210	34.30	Gate
2778.5 Landing View	80-5210	24.73	Gate
2776 Landing View	80-5210	25.25	Gate
2848 Aviators Way	80-5210	47.72	Gate
2857 Navigators Way	80-5210	29.40	Gate

Invoice & EFT Payment Approval:

\_\_\_\_\_  
Staff

\_\_\_\_\_  
Board (if amount due is greater than \$2,000)



MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE	
GRAND JUNCTION REGIONAL AIRPORT 800 EAGLE DR GRAND JUNCTION CO 81506-8600	53-1022338-4	04/16/2018	
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	585643254	03/27/2018	\$14,096.07

**QUESTIONS ABOUT YOUR BILL?**

See our website: [xcelenergy.com](http://xcelenergy.com)  
 Email us at: [Customerservice@xcelenergy.com](mailto:Customerservice@xcelenergy.com)  
 Please Call: 1-800-481-4700  
 Hearing Impaired: 1-800-895-4949  
 Fax: 1-800-311-0050  
 Or write us at: XCEL ENERGY  
 PO BOX 8  
 EAU CLAIRE WI 54702-0008

**ACCOUNT BALANCE**

Previous Balance	As of 02/21	\$15,880.79
Payment Received	Auto Pay 03/19	-15,812.70 CR
Balance Forward		\$68.09
Current Charges		\$14,096.07
Pending Withdrawal	04/03	-68.09 CR
<b>Amount Due</b>		<b>\$14,096.07</b>

**PREMISES SUMMARY**

PREMISES NUMBER	PREMISES IDENTIFIER	PREMISES DESCRIPTOR	CURRENT BILL
300015220	2828 WALKER FIELD DR UNIT 1		\$11,439.12
300057803	2827 WALKER FIELD DR BLDG PKG		\$1,101.04
300060638	760 1/2 HORIZON DR		\$119.08
300185848	2828 WALKER FIELD DR UNIT WATER-2		\$112.32
300191221	2848 HERITAGE WAY APT LIGHT		\$59.04
303940889	2810 LANDING VIEW LN UNIT LIGHTING		\$326.96
304145848	2817 WALKER FIELD DR UNIT IRRIG PUM		\$194.56
304222189	2814 LANDING VIEW LN UNIT STOR TANK		\$582.55
304244843	2808 1/2 LANDING VIEW LN UNIT GATE		\$34.30
304248717	2778.5 LANDING VIEW LN UNIT GATE 28		\$24.73
304248722	2776 LANDING VIEW LN UNIT GATE 27		\$25.25
304255993	2848 AVIATORS WAY UNIT GATE 8		\$47.72
304272721	2857 NAVIGATORS WAY UNIT GATE 10		\$29.40
304384242	800 EAGLE DR		NOT INCLUDED
<b>Total</b>			<b>\$14,096.07</b>

RETURN BOTTOM PORTION WITH YOUR PAYMENT • PLEASE DO NOT USE STAPLES, TAPE OR PAPER CLIPS



ACCOUNT NUMBER	DUE DATE	AMOUNT DUE	AMOUNT ENCLOSED
53-1022338-4	04/16/2018	\$14,096.07	Automated Bank Payment

APRIL						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Your bill is paid through an automated bank payment plan.

----- manifest line -----



GRAND JUNCTION REGIONAL AIRPORT  
 800 EAGLE DR  
 GRAND JUNCTION CO 81506-8600



XCEL ENERGY  
 P.O. BOX 9477  
 MPLS MN 55484-9477

31 53041618 10223384 0000140960700001409607

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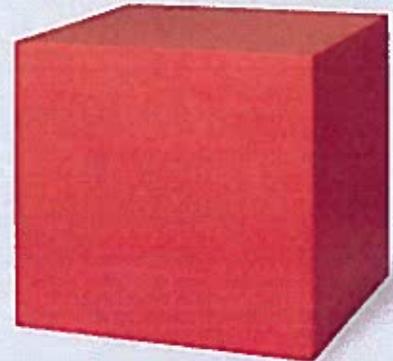
MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE	
GRAND JUNCTION REGIONAL AIRPORT 800 EAGLE DR GRAND JUNCTION CO 81506-8600	53-1022338-4	04/16/2018	
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	585643254	03/27/2018	\$14,096.07

#### INFORMATION ABOUT YOUR BILL

Thank you for your payment.

## BUILDING A FOUNDATION STARTS WITH BUILDINGS AND FOUNDATIONS.

We know a strong community needs to be built from the ground up. We work with nonprofit organizations, and invest in areas like STEM education and environmental stewardship to create communities that have the power to make themselves better.



**ALWAYS delivering.**



MAILING ADDRESS		ACCOUNT NUMBER		DUE DATE
GRAND JUNCTION REGIONAL AIRPORT 800 EAGLE DR GRAND JUNCTION CO 81506-8660		53-1022338-4		04/16/2018
		STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
		585643254	03/27/2018	\$14,096.07

SERVICE ADDRESS: 2828 WALKER FIELD DR UNIT 1 GRAND JUNCTION, CO 81506-8660  
NEXT READ DATE: 04/24/18

### ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 300015220  
INVOICE NUMBER: 0717002474

METER READING INFORMATION				
METER W44183T - Multiplier x 300				
Read Dates: 02/22/18 - 03/23/18 (29 Days)				
DESCRIPTION	CURRENT READING	PREVIOUS READING	MEASURED USAGE	BILLED USAGE
Total Energy	83349 Actual	82911 Actual	438	131400 kWh
Demand	Actual			267 kW
Bil/able Demand				267 kW

### ELECTRICITY CHARGES RATE: SG Secondary General

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			\$34.40
Secondary General	131400 kWh	\$0.004610	\$605.75
Elec Commodity Adj	131400 kWh	\$0.027950	\$3,672.63
Distribution Demand	267 kW	\$5.630000	\$1,503.21
Gen & Transm Demand	267 kW	\$9.820000	\$2,621.94
Trans Cost Adj	267 kW	\$0.530000	\$141.51
Demand Side Mgmt Cost	267 kW	\$0.570000	\$152.19
Purch Cap Cost Adj	267 kW	\$1.340000	\$357.78
CACJA	267 kW	\$1.080000	\$288.36
Renew. Energy Std Adj			\$187.67
GRSA			\$5.72
<b>Subtotal</b>			<b>\$9,571.16</b>
Franchise Fee		3.00%	\$287.13
<b>Total</b>			<b>\$9,858.29</b>

SERVICE ADDRESS: 2828 WALKER FIELD DR UNIT 1 GRAND JUNCTION, CO 81506-8660  
NEXT READ DATE: 04/24/18

### NATURAL GAS SERVICE DETAILS

PREMISES NUMBER: 300015220  
INVOICE NUMBER: 0361147593

METER READING INFORMATION			
METER C1401069			
Read Dates: 02/22/18 - 03/23/18 (29 Days)			
DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	33267 Actual	30648 Actual	2619 ccf

### NATURAL GAS ADJUSTMENTS

DESCRIPTION	VALUE UNITS	CONVERSION	VALUE UNITS
Therm Multiplier	2619 ccf	x 1.060045	2776 therms

### NATURAL GAS CHARGES RATE: CSG Commercial

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service&Facility			\$44.12
Usage Charge	2776 therms	\$0.161005	\$446.95
Interstate Pipeline	2776 therms	\$0.063840	\$177.22
Natural Gas 1 Qtr	2776 therms	\$0.265240	\$736.31
Pipe Sys Int Adj	2776 therms	\$0.046900	\$130.19
<b>Subtotal</b>			<b>\$1,534.79</b>
Franchise Fee		3.00%	\$46.04
<b>Total</b>			<b>\$1,580.83</b>
<b>Premises Total</b>			<b>\$11,439.12</b>

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53-1022338-4



MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE	
GRAND JUNCTION REGIONAL AIRPORT 800 EAGLE DR GRAND JUNCTION CO 81506-8600	53-1022338-4	04/16/2018	
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	585643254	03/27/2018	\$14,096.07

DAILY AVERAGES	Last Year	This Year
Temperature	47° F	42° F
Electricity kWh	4520.7	4531.0
Electricity Cost	\$377.48	\$339.94

#### YOUR MONTHLY NATURAL GAS USAGE

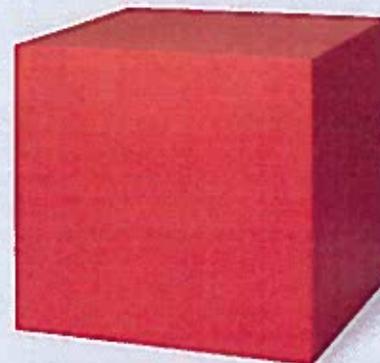


DAILY AVERAGES	Last Year	This Year
Temperature	47° F	42° F
Gas Therms	96.6	95.7
Gas Cost	\$57.29	\$54.51

## FEEL WHICH WAY THE WIND IS BLOWING? TOWARD CLEAN ENERGY.

Wind and all of the other renewable energy options out there contribute to our mix, helping us provide you with cleaner, low cost energy.

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MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE
GRAND JUNCTION REGIONAL AIRPORT 800 EAGLE DR GRAND JUNCTION CO 81506-8600	53-1022338-4	04/16/2018
	STATEMENT NUMBER	STATEMENT DATE
	585643254	03/27/2018
		AMOUNT DUE
		\$14,096.07

DAILY AVERAGES	Last Year	This Year
Temperature	47° F	42° F
Electricity kWh	339.1	369.5
Electricity Cost	\$37.98	\$37.97

SERVICE ADDRESS: 2827 WALKER FIELD DR BLDG PKG GRAND JUNCTION, CO 81506-1781  
NEXT READ DATE: 04/24/18

### ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 300057803  
INVOICE NUMBER: 0717003709

METER READING INFORMATION			
METER W110798S	Read Dates: 02/22/18 - 03/23/18 (29 Days)		
DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	12023 Actual	1307 Actual	10716 kWh
Demand	Actual		34.79 kW
Billable Demand			35 kW

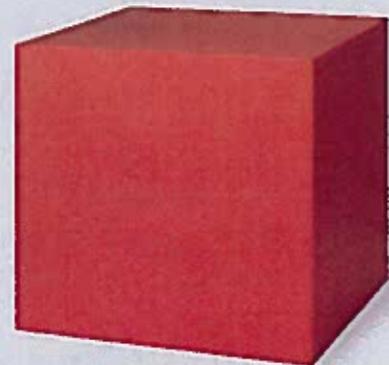
### ELECTRICITY CHARGES RATE: SG Secondary General

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			\$34.40
Secondary General	10716 kWh	\$0.004610	\$49.40
Elec Commodity Adj	10716 kWh	\$0.027950	\$299.51
Distribution Demand	35 kW	\$5.630000	\$197.05
Gen & Transm Demand	35 kW	\$9.820000	\$343.70
Trans Cost Adj	35 kW	\$0.530000	\$18.55
Demand Side Mgmt Cost	35 kW	\$0.570000	\$19.95
Purch Cap Cost Adj	35 kW	\$1.340000	\$46.90
CACJA	35 kW	\$1.080000	\$37.80
Renew. Energy Std Adj			\$20.96
GRSA			\$0.75
<b>Subtotal</b>			<b>\$1,068.97</b>
Franchise Fee		3.00%	\$32.07
<b>Total</b>			<b>\$1,101.04</b>
<b>Premises Total</b>			<b>\$1,101.04</b>

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DAILY AVERAGES	Last Year	This Year
Temperature	47° F	41° F
Electricity kWh	0.2	0.0
Electricity Cost	\$4.27	\$4.11

MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE	
GRAND JUNCTION REGIONAL AIRPORT 800 EAGLE DR GRAND JUNCTION CO 81506-8600	53-1022338-4	04/16/2018	
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	585643254	03/27/2018	\$14,096.07

SERVICE ADDRESS: 760 1/2 HORIZON DR GRAND JUNCTION, CO 81506

NEXT READ DATE: 04/24/18

**ELECTRICITY SERVICE DETAILS**

PREMISES NUMBER: 300060638

INVOICE NUMBER: 0717002740

METER READING INFORMATION			
<b>METER 92583408</b>		Read Dates: 02/21/18 - 03/22/18 (29 Days)	
DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	40047 Actual	40047 Actual	0 kWh
Demand	Actual		0 kW
Billable Demand			14 kW

**ELECTRICITY CHARGES**

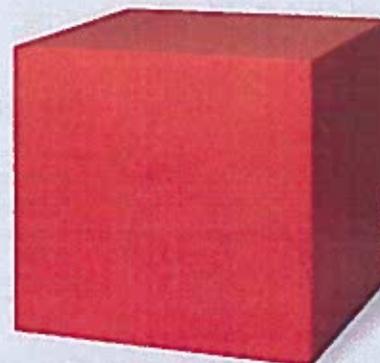
RATE: SG Secondary General

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			\$34.40
Secondary General	0 kWh	\$0.004610	\$0.00
Elec Commodity Adj	0 kWh	\$0.027950	\$0.00
Distribution Demand	14 kW	\$5.630000	\$78.82
Renew. Energy Std Adj			\$2.27
GRSA			\$0.13
<b>Subtotal</b>			<b>\$115.62</b>
Franchise Fee		3.00%	\$3.46
<b>Total</b>			<b>\$119.08</b>
<b>Premises Total</b>			<b>\$119.08</b>

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MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE	
GRAND JUNCTION REGIONAL AIRPORT 800 EAGLE DR GRAND JUNCTION CO 81506-8600	53-1022338-4	04/16/2018	
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	585643254	03/27/2018	\$14,096.07

SERVICE ADDRESS: 2828 WALKER FIELD DR UNIT WATER-2 GRAND JUNCTION, CO 81506-8660  
NEXT READ DATE: 04/24/18

#### NATURAL GAS SERVICE DETAILS

PREMISES NUMBER: 300185848  
INVOICE NUMBER: 0361147215

#### METER READING INFORMATION

METER A1270349	Read Dates: 02/22/18 - 03/23/18 (29 Days)		
DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	5038 Actual	4906 Actual	132 ccf

#### NATURAL GAS ADJUSTMENTS

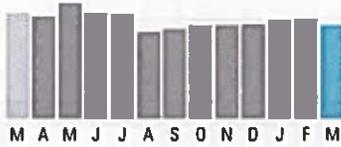
DESCRIPTION	VALUE UNITS	CONVERSION	VALUE UNITS
Therm Multiplier	132 ccf	x 0.915822	121 therms

#### NATURAL GAS CHARGES

RATE: CSG Commercial

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service&Facility			\$44.12
Usage Charge	121 therms	\$0.160744	\$19.45
Interstate Pipeline	121 therms	\$0.063840	\$7.72
Natural Gas 1 Qtr	121 therms	\$0.265240	\$32.09
Pipe Sys Int Adj	121 therms	\$0.046900	\$5.67
<b>Subtotal</b>			<b>\$109.05</b>
Franchise Fee		3.00%	\$3.27
<b>Total</b>			<b>\$112.32</b>
<b>Premises Total</b>			<b>\$112.32</b>

#### YOUR MONTHLY NATURAL GAS USAGE



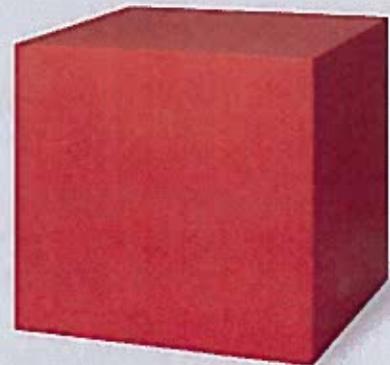
DAILY AVERAGES	Last Year	This Year
Temperature	47° F	42° F
Gas Therms	4.7	4.2
Gas Cost	\$4.11	\$3.87

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## FEEL WHICH WAY THE WIND IS BLOWING? TOWARD CLEAN ENERGY.

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03/27/2018

53-1022338-4



### YOUR MONTHLY ELECTRICITY USAGE



DAILY AVERAGES	Last Year	This Year
Temperature	47° F	42° F
Electricity kWh	23.4	18.9
Electricity Cost	\$2.43	\$1.97

MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE	
GRAND JUNCTION REGIONAL AIRPORT 800 EAGLE DR GRAND JUNCTION CO 81506-8600	53-1022338-4	04/16/2018	
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	585643254	03/27/2018	\$14,096.07

SERVICE ADDRESS: 2848 HERITAGE WAY APT LIGHT GRAND JUNCTION, CO 81506  
NEXT READ DATE: 04/24/18

### ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 300191221  
INVOICE NUMBER: 0717002706

### METER READING INFORMATION

METER S1367008

Read Dates: 02/21/18 - 03/23/18 (30 Days)

DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	34318 Actual	33752 Actual	566 kWh

### ELECTRICITY CHARGES

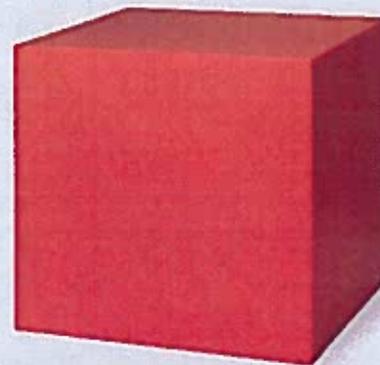
### RATE: C Commercial Service

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			\$10.43
Commercial Service	566 kWh	\$0.042560	\$24.09
Trans Cost Adj	566 kWh	\$0.001530	\$0.87
Elec Commodity Adj	566 kWh	\$0.027950	\$15.82
Demand Side Mgmt Cost	566 kWh	\$0.001680	\$0.95
Purch Cap Cost Adj	566 kWh	\$0.003900	\$2.21
CACJA	566 kWh	\$0.003140	\$1.78
Renew. Energy Std Adj			\$1.13
GRSA			\$0.04
<b>Subtotal</b>			<b>\$57.32</b>
Franchise Fee		3.00%	\$1.72
<b>Total</b>			<b>\$59.04</b>
<b>Premises Total</b>			<b>\$59.04</b>

## FEEL WHICH WAY THE WIND IS BLOWING? TOWARD CLEAN ENERGY.

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MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE	
GRAND JUNCTION REGIONAL AIRPORT 800 EAGLE DR GRAND JUNCTION CO 81506-8600	53-1022338-4	04/16/2018	
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	585643254	03/27/2018	\$14,096.07

DAILY AVERAGES	Last Year	This Year
Temperature	47° F	41° F
Electricity kWh	61.2	128.3
Electricity Cost	\$5.77	\$11.27

SERVICE ADDRESS: 2810 LANDING VIEW LN UNIT LIGHTING GRAND JUNCTION, CO 81506-3949  
NEXT READ DATE: 04/24/18

### ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 303940889  
INVOICE NUMBER: 0717003145

METER READING INFORMATION			
METER 92583489	Read Dates: 02/21/18 - 03/22/18 (29 Days)		
DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	45158 Actual	41436 Actual	3722 kWh
Demand	Actual		10.628 KW
Billable Demand			11 KW

### ELECTRICITY CHARGES

### RATE: C Commercial Service

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			\$10.43
Commercial Service	3722 kWh	\$0.042560	\$158.41
Trans Cost Adj	3722 kWh	\$0.001530	\$5.69
Elec Commodity Adj	3722 kWh	\$0.027950	\$104.03
Demand Side Mgmt Cost	3722 kWh	\$0.001680	\$6.25
Purch Cap Cost Adj	3722 kWh	\$0.003900	\$14.52
CACJA	3722 kWh	\$0.003140	\$11.69
Renew. Energy Std Adj			\$6.22
GRSA			\$0.20
<b>Subtotal</b>			<b>\$317.44</b>
Franchise Fee		3.00%	\$9.52
<b>Total</b>			<b>\$326.96</b>
<b>Premises Total</b>			<b>\$326.96</b>

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03/27/2018

53-1022338-4



MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE
GRAND JUNCTION REGIONAL AIRPORT 800 EAGLE DR GRAND JUNCTION CO 81506-8600	53-1022338-4	04/16/2018
	STATEMENT NUMBER	STATEMENT DATE
	585643254	03/27/2018
		AMOUNT DUE
		\$14,096.07

DAILY AVERAGES	Last Year	This Year
Temperature	47° F	42° F
Electricity kWh	13.6	15.8
Electricity Cost	\$7.53	\$6.71

SERVICE ADDRESS: 2817 WALKER FIELD DR UNIT IRRIG PUM GRAND JUNCTION, CO 81506-8660  
NEXT READ DATE: 04/24/18

#### ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 304145848  
INVOICE NUMBER: 0717002681

METER READING INFORMATION			
METER 53941959		Read Dates: 02/22/18 - 03/23/18 (29 Days)	
DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	8595 Actual	8138 Actual	457 kWh
Demand	Actual		2 531 kW
Billable Demand			17 kW

#### ELECTRICITY CHARGES

RATE: SG Secondary General

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			\$34.40
Secondary General	457 kWh	\$0.004610	\$2.11
Elec Commodity Adj	457 kWh	\$0.027950	\$12.77
Distribution Demand	17 kW	\$5.630000	\$95.71
Gen & Transm Demand	3 kW	\$9.820000	\$29.46
Trans Cost Adj	3 kW	\$0.530000	\$1.59
Demand Side Mgmt Cost	3 kW	\$0.570000	\$1.71
Purch Cap Cost Adj	3 kW	\$1.340000	\$4.02
CACJA	3 kW	\$1.080000	\$3.24
Renew. Energy Std Adj			\$3.69
GRSA			\$0.19
<b>Subtotal</b>			<b>\$188.89</b>
Franchise Fee		3.00%	\$5.67
<b>Total</b>			<b>\$194.56</b>
<b>Premises Total</b>			<b>\$194.56</b>



MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE
GRAND JUNCTION REGIONAL AIRPORT 800 EAGLE DR GRAND JUNCTION CO 81506-8600	53-1022338-4	04/16/2018
	STATEMENT NUMBER	STATEMENT DATE
	585643254	03/27/2018
		AMOUNT DUE
		\$14,096.07

DAILY AVERAGES	Last Year	This Year
Temperature	47° F	42° F
Electricity kWh	182.9	188.8
Electricity Cost	\$21.13	\$20.09

SERVICE ADDRESS: 2814 LANDING VIEW LN UNIT STOR TANK GRAND JUNCTION, CO 81506  
NEXT READ DATE: 04/24/18

### ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 304222189  
INVOICE NUMBER: 0717003553

METER READING INFORMATION			
METER 64254576	Read Dates: 02/22/18 - 03/23/18 (29 Days)		
DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	80199 Actual	74725 Actual	5474 kWh
Demand	Actual		17.842 kW
Billable Demand			18 kW

### ELECTRICITY CHARGES

RATE: SG Secondary General

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			\$34.40
Secondary General	5474 kWh	\$0.004610	\$25.24
Elec Commodity Adj	5474 kWh	\$0.027950	\$153.00
Distribution Demand	18 kW	\$5.630000	\$101.34
Gen & Transm Demand	18 kW	\$9.820000	\$176.76
Trans Cost Adj	18 kW	\$0.530000	\$9.54
Demand Side Mgmt Cost	18 kW	\$0.570000	\$10.26
Purch Cap Cost Adj	18 kW	\$1.340000	\$24.12
CACJA	18 kW	\$1.080000	\$19.44
Renew. Energy Std Adj			\$11.09
GRSA			\$0.40
<b>Subtotal</b>			<b>\$565.59</b>
Franchise Fee		3.00%	\$16.96
<b>Total</b>			<b>\$582.55</b>
<b>Premises Total</b>			<b>\$582.55</b>

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03/27/2018

53-1022338-4



MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE
GRAND JUNCTION REGIONAL AIRPORT 800 EAGLE DR GRAND JUNCTION CO 81506-8600	53-1022338-4	04/16/2018
	STATEMENT NUMBER	STATEMENT DATE
	585643254	03/27/2018
		<b>AMOUNT DUE</b>
		<b>\$14,096.07</b>

DAILY AVERAGES	Last Year	This Year
Temperature	47° F	42° F
Electricity kWh	9.5	9.5
Electricity Cost	\$1.21	\$1.18

SERVICE ADDRESS: 2808 1/2 LANDING VIEW LN UNIT GATE GRAND JUNCTION, CO 81506  
NEXT READ DATE: 04/24/18

#### ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 304244843  
INVOICE NUMBER: 0717001909

METER READING INFORMATION			
METER 3001011			
Read Dates: 02/22/18 - 03/23/18 (29 Days)			
DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	26359 Actual	26084 Actual	275 kWh
Demand	Actual		0.716 kW
Billable Demand			1 kW

#### ELECTRICITY CHARGES

RATE: C Commercial Service

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			\$10.43
Commercial Service	275 kWh	\$0.042560	\$11.70
Trans Cost Adj	275 kWh	\$0.001530	\$0.42
Elec Commodity Adj	275 kWh	\$0.027950	\$7.69
Demand Side Mgmt Cost	275 kWh	\$0.001680	\$0.46
Purch Cap Cost Adj	275 kWh	\$0.003900	\$1.07
CACJA	275 kWh	\$0.003140	\$0.86
Renew. Energy Std Adj			\$0.65
GRSA			\$0.02
<b>Subtotal</b>			<b>\$33.30</b>
Franchise Fee		3.00%	\$1.00
<b>Total</b>			<b>\$34.30</b>
<b>Premises Total</b>			<b>\$34.30</b>





MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE	
GRAND JUNCTION REGIONAL AIRPORT 800 EAGLE DR GRAND JUNCTION CO 81506-8600	53-1022338-4	04/16/2018	
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	585643254	03/27/2018	\$14,096.07

SERVICE ADDRESS: 2778.5 LANDING VIEW LN UNIT GATE 28 GRAND JUNCTION, CO 81506  
NEXT READ DATE: 04/24/18

### ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 304248717  
INVOICE NUMBER: 0717002025

### METER READING INFORMATION

METER 35999126

Read Dates: 02/22/18 - 03/23/18 (29 Days)

DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	10485 Actual	10323 Actual	162 kWh

### ELECTRICITY CHARGES

### RATE: C Commercial Service

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			\$10.43
Commercial Service	162 kWh	\$0.042560	\$6.89
Trans Cost Adj	162 kWh	\$0.001530	\$0.25
Elec Commodity Adj	162 kWh	\$0.027950	\$4.53
Demand Side Mgmt Cost	162 kWh	\$0.001680	\$0.27
Purch Cap Cost Adj	162 kWh	\$0.003900	\$0.63
CACJA	162 kWh	\$0.003140	\$0.51
Renew. Energy Std Adj			\$0.48
GRSA			\$0.02
<b>Subtotal</b>			<b>\$24.01</b>
Franchise Fee		3.00%	\$0.72
<b>Total</b>			<b>\$24.73</b>
<b>Premises Total</b>			<b>\$24.73</b>

### YOUR MONTHLY ELECTRICITY USAGE



DAILY AVERAGES	Last Year	This Year
Temperature	47° F	42° F
Electricity kWh	37	5.6
Electricity Cost	\$0.70	\$0.85

015785 7/8

ELECTRICITY

03/27/2018

53-1022338-4



### YOUR MONTHLY ELECTRICITY USAGE



MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE	
GRAND JUNCTION REGIONAL AIRPORT 800 EAGLE DR GRAND JUNCTION CO 81506-8600	53-1022338-4	04/16/2018	
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	585643254	03/27/2018	\$14,096.07

SERVICE ADDRESS: 2776 LANDING VIEW LN UNIT GATE 27 GRAND JUNCTION, CO 81506  
NEXT READ DATE: 04/24/18

### ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 304248722  
INVOICE NUMBER: 0717001615

### METER READING INFORMATION

METER 62483160	Read Dates: 02/22/18 - 03/23/18 (29 Days)		
DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	10808 Actual	10640 Actual	168 kWh

### ELECTRICITY CHARGES

### RATE: C Commercial Service

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			\$10.43
Commercial Service	168 kWh	\$0.042560	\$7.15
Trans Cost Adj	168 kWh	\$0.001530	\$0.26
Elec Commodity Adj	168 kWh	\$0.027950	\$4.70
Demand Side Mgmt Cost	168 kWh	\$0.001680	\$0.28
Purch Cap Cost Adj	168 kWh	\$0.003900	\$0.66
CACJA	168 kWh	\$0.003140	\$0.53
Renew. Energy Std Adj			\$0.48
GRSA			\$0.02
<b>Subtotal</b>			<b>\$24.51</b>
Franchise Fee		3.00%	\$0.74
<b>Total</b>			<b>\$25.25</b>
<b>Premises Total</b>			<b>\$25.25</b>





MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE
GRAND JUNCTION REGIONAL AIRPORT 800 EAGLE DR GRAND JUNCTION CO 81506-8600	53-1022338-4	04/16/2018
	STATEMENT NUMBER	STATEMENT DATE
	585643254	03/27/2018
		AMOUNT DUE
		\$14,096.07

SERVICE ADDRESS: 2848 AVIATORS WAY UNIT GATE 8 GRAND JUNCTION, CO 81506  
NEXT READ DATE: 04/24/18

### ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 304255993  
INVOICE NUMBER: 0717001194

### METER READING INFORMATION

METER 62483126

Read Dates: 02/21/18 - 03/23/18 (30 Days)

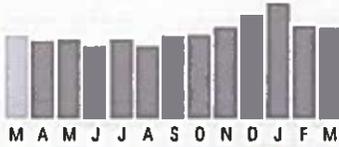
DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	28937 Actual	28504 Actual	433 kWh

### ELECTRICITY CHARGES

RATE: C Commercial Service

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			\$10.43
Commercial Service	433 kWh	\$0.042560	\$18.43
Trans Cost Adj	433 kWh	\$0.001530	\$0.66
Elec Commodity Adj	433 kWh	\$0.027950	\$12.10
Demand Side Mgmt Cost	433 kWh	\$0.001680	\$0.73
Purch Cap Cost Adj	433 kWh	\$0.003900	\$1.69
CACJA	433 kWh	\$0.003140	\$1.36
Renew. Energy Std Adj			\$0.90
GRSA			\$0.03
<b>Subtotal</b>			<b>\$46.33</b>
Franchise Fee		3.00%	\$1.39
<b>Total</b>			<b>\$47.72</b>
<b>Premises Total</b>			<b>\$47.72</b>

### YOUR MONTHLY ELECTRICITY USAGE



DAILY AVERAGES	Last Year	This Year
Temperature	47° F	42° F
Electricity kWh	13.7	14.4
Electricity Cost	\$1.58	\$1.59

015785 8/8

ELECTRICITY

03/27/2018

53-1022338-4



### YOUR MONTHLY ELECTRICITY USAGE



DAILY AVERAGES	Last Year	This Year
Temperature	47° F	42° F
Electricity kWh	5.6	7.2
Electricity Cost	\$0.86	\$0.98

MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE	
GRAND JUNCTION REGIONAL AIRPORT 800 EAGLE DR GRAND JUNCTION CO 81506-8600	53-1022338-4	04/16/2018	
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	585643254	03/27/2018	\$14,096.07

SERVICE ADDRESS: 2857 NAVIGATORS WAY UNIT GATE 10 GRAND JUNCTION, CO 81506-8645  
 NEXT READ DATE: 04/24/18

### ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 304272721  
 INVOICE NUMBER: 0717003256

### METER READING INFORMATION

METER 44856399			
Read Dates: 02/21/18 - 03/23/18 (30 Days)			
DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	19395 Actual	19178 Actual	217 kWh

### ELECTRICITY CHARGES

### RATE: C Commercial Service

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			\$10.43
Commercial Service	217 kWh	\$0.042560	\$9.24
Trans Cost Adj	217 kWh	\$0.001530	\$0.33
Elec Commodity Adj	217 kWh	\$0.027950	\$6.07
Demand Side Mgmt Cost	217 kWh	\$0.001680	\$0.36
Purch Cap Cost Adj	217 kWh	\$0.003900	\$0.85
CACJA	217 kWh	\$0.003140	\$0.68
Renew. Energy Std Adj			\$0.56
GRSA			\$0.02
<b>Subtotal</b>			<b>\$28.54</b>
Franchise Fee		3.00%	\$0.86
<b>Total</b>			<b>\$29.40</b>
<b>Premises Total</b>			<b>\$29.40</b>

## Grand Junction Regional Airport Authority

### Agenda Item Summary

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TOPIC:	Rocky Mountain Health invoice
PURPOSE:	Information <input type="checkbox"/> Guidance <input type="checkbox"/> Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Staff recommends the board approve the attached invoice and the remaining monthly RMHP invoices until the new plan year.
DISCUSSION:	At the July 2017 board meeting the board approved the RMHP insurance plan. Along with that the board was provided the cost of the plan for all participants from single to family. Staff made the assumption the banking resolution that exempts payroll related expenditures included health insurance. However, the resolution should be more specific. Therefore, the monthly RMHP invoice is attached for review and approval.
ATTACHMENTS:	RMHP invoice
STAFF CONTACT:	Ty Minnick <a href="mailto:tminnick@gairport.com">tminnick@gairport.com</a> 970-248-8593

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**ROCKY MOUNTAIN  
HEALTH PLANS®**

We understand Colorado. We understand you.

RMHP Members in Colorado: 970-244-7760 or 800-843-0719  
Fax: 970-244-7769

Please include this account number on your check or electronic payment  
**340006940000001**

Payment should be mailed to:  
Rocky Mountain Health Plans  
P.O. Box 173704, Denver, CO. 80217-3704

**GROUP PREMIUM BILLING STATEMENT**

Amount Remitted : \_\_\_\_\_

Billing For : Grand Junction Regional Airport Authorit  
800 Eagle Dr  
Grand Junction, CO 815068600

**MAR 22 2018**

Due Date : 04/01/2018  
Billing Date : 03/15/2018  
Coverage Period : 04/01/2018  
Through : 04/30/2018  
Group ID : 00694000  
Sub Group ID : 0001  
SbG-XWD : 00000001  
Invoice Number : 180740000028  
Total Balance Due By 1st of the Month : \$28,939.05

34000694000002893905000000011

Please detach and return the top portion with your payment in the return envelope and retain the bottom portion for your records.

Group ID :00694000  
Sub Group ID :0001

Invoice Number : 180740000028

Account Summary

2/15/2018	Previous Total Due	30,983.68	
3/1/2018	Payment	(30,983.68)	
Outstanding Balance as of	3/1/2018	0.00	
Current Invoice		28,939.05	
Total Due		<u>28,939.05</u>	This amount will be drafted from your bank account - Please Do Not Pay

Message: 2

To avoid being billed additional premium, all termination/disenrollment forms must be received in our office by the 1st business day following the date of termination. These termination forms can be faxed to 970-263-5507. NOTE: To send enrollment forms to the Enrollment Department, please use our new email address CommercialEnrollment@rmhp.org.

00001807400000280060010





# Grand Junction Regional Airport Authority

## Agenda Item Summary

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TOPIC:	Primary Core Switch Replacement
PURPOSE:	Information <input type="checkbox"/> Guidance <input type="checkbox"/> Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Staff recommends the Board authorize the procurement of a Primary Core Switch as quoted from Abaram, and the payment of the invoice once the replacement switch has been installed.
LAST ACTION:	None
DISCUSSION:	As part of the IT CIP, staff proposed replacing the Primary Core Switch for our network. The current switch was purchased in 2010 and was identified as needing to be replaced to prevent an unforeseen failure. The switch serves as the primary network router for the GJRA network. This piece of equipment handles virtually all network traffic both internally and internet bound. All fiber connected buildings and security locations are networked through this switch. Staff tasked Sequent Information Systems to shop for a replacement Primary Core Switch. Sequent was limited to being able to only provide two quotations since the equipment must be Cisco brand for compatibility purchases.
FISCAL IMPACT:	\$33,263.05 (\$40,000 in the 2018 budget.)
COMMUNICATION STRATEGY:	N/A
ATTACHMENTS:	Two Quotations, Price Comparison of Purchases
STAFF CONTACT:	Ben Peck Email: bpeck@gjairport.com Office: 970-248-8589

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

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

**General**

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

**Instructions**

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

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**PRICE COMPARISON DOCUMENTATION**

**NAME OF PERSON COMPLETING FORM:** Ben Peck

**DATE:** 4/9/18

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

**Items/Services to be purchased:**

Items 1: Purchase and installation of replacement Primary Core Switch for GJRA network.

Items 2: \_\_\_\_\_

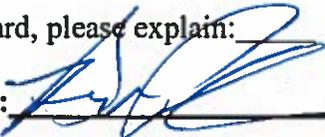
Items 3: \_\_\_\_\_

**PRICE COMPARISON TABLE**

	Vendor Name	Vendor Name	Vendor Name	Vendor Name	Vendor Name
Vendor Contact Name, Phone, and Email	Abaram (Pass Thru Expense From Sequent)	Arcas Tech (Pass Thru Expense From Sequent)			
Item 1 – Price Quotation	\$33,263.05	\$40,643.10			
Item 2 – Price Quotation					
Item 3 – Price Quotation					

**PURCHASE AWARDED TO (VENDOR NAME): Abaram (Pass Thru Expense From Sequent)**

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

**DEPARTMENT MANAGER APPROVAL:**  \_\_\_\_\_

**AIRPORT MANAGER APPROVAL (IF REQUIRED):** \_\_\_\_\_

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

Check the appropriate box, or fill out the “other section.”

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



## Quotation

Date	Quote #
4/9/2018	3

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

Grand Junction Reginal Airprot Attn: Ben Peck  <a href="#">Core Switch Replacement - Abaram</a>
--

Description	Qty	Unit Price	Ext. Price
WS-C4507R+E Cisco Catalyst 4507R-E Switch	1	\$3,375.00	\$3,375.00
PWR-C45-4200ACV Cisco Power Supply	2	\$1,242.00	\$2,484.00
WS-X45-SUP8L-E Cisco Supervisor Engine Control Processor	2	\$4,206.60	\$8,413.20
WS-X4724-SFP-E Cisco Line Card E-Series Expansion Module - 100 Mb LAN	2	\$6,370.90	\$12,741.80
WS-X4748-RJ45-E Cisco Catalyst 4500-E Series Line Card	1	\$2,478.60	\$2,478.60
SMARTNET Cisco Smartnet 8x5xNBD - 1 Year Term	1	\$2,670.45	\$2,670.45
Labor Configuration, Assembly, Testing and Installation	10	\$110.00	\$1,100.00
<b>Total:</b>			<b>\$33,263.05</b>

\*\*Note: Pricing does not include applicable sales tax, cabling or shipping charges.

\*\*Note: Quote is valid for 7 days.



## Quotation

Date	Quote #
4/9/2018	3

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

Grand Junction Reginal Airprot Attn: Ben Peck  <a href="#">Core Switch Replacement - Arcas Tech</a>
--

Description	Qty	Unit Price	Ext. Price
WS-C4507R+E Cisco Catalyst 4507R-E Switch	1	\$4,050.00	\$4,050.00
PWR-C45-4200ACV Cisco Power Supply	2	\$1,587.60	\$3,175.20
WS-X45-SUP8L-E Cisco Supervisor Engine Control Processor	2	\$5,184.00	\$10,368.00
WS-X4724-SFP-E Cisco Line Card E-Series Expansion Module - 100 Mb LAN	2	\$7,776.00	\$15,552.00
WS-X4748-RJ45-E Cisco Catalyst 4500-E Series Line Card	1	\$3,499.20	\$3,499.20
SMARTNET Cisco Smartnet 8x5xNBD - 1 Year Term	1	\$2,898.70	\$2,898.70
Labor Configuration, Assembly, Testing and Installation	10	\$110.00	\$1,100.00
<b>Total:</b>			<b>\$40,643.10</b>

\*\*Note: Pricing does not include applicable sales tax, cabling or shipping charges.

\*\*Note: Quote is valid for 7 days.

## Grand Junction Regional Airport Authority

### Agenda Item Summary

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TOPIC:	Lease Assignment and Consent to Lease Assignment – Collin Fay and Crooked Horn, LLC.		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Staff recommends that the Board consent to the lease assignment between Collin Fay and Crooked Horn, LLC, and authorize the Airport Director to execute the Assignment.		
LAST ACTION:	On October 1, 2003 the GJRAA entered into a ground lease agreement with Collin Fay which pertained to 8,011 total square feet. On or about November 1, 2015 the GJRAA and Collin Fay moved to the new ground lease agreement.		
DISCUSSION:	Collin Fay sold his hangar to Bradley Sullivan (Crooked Horn, LLC). This allows the consent and lease assignment to transfer from Mr. Fay to Crooked Horn, LLC.  Lease assignment received a legal review and approval from Authority general counsel.		
FISCAL IMPACT:	None.		
COMMUNICATION STRATEGY:	None.		
ATTACHMENTS:	1. Assignment of Ground Lease Agreement and Consent to Assignment		
STAFFCONTACT:	Chance Ballegeer Airport Security Coordinator and Property Management Cell: 970.712.0969 Office: 970.248.8586 Email: <a href="mailto:cballegeer@gjairport.com">cballegeer@gjairport.com</a>		

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**ASSIGNMENT OF GROUND LEASE AGREEMENT  
AND CONSENT TO ASSIGNMENT**

This Assignment of Ground Lease Agreement and Consent to Assignment is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Collin Fay ("FAY"), and Crooked Horn Aviation, LLC ("CROOKED HORN"), and which is consented to by the GRAND JUNCTION REGIONAL AIRPORT AUTHORITY ("GJRAA").

**Recitals**

**WHEREAS**, on or about October 1, 2003 GJRAA and Collin Fay entered into a Ground Lease Agreement ("Ground Lease Agreement") by which Fay agreed to lease certain real property and improvements (the "Improvements") from GJRAA; and

**WHEREAS**, on or about November 1, 2015 GJRAA and Fay moved the original lease to the new Ground Lease Agreement. The Ground Lease Agreement shall be collectively referred to herein as the "Lease."

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

**Agreement**

1. FAY hereby assigns to CROOKED HORN all of its rights, title, and interest in, to, and under the Lease. CROOKED HORN hereby agrees to assume and perform all obligations, liabilities, and responsibilities of FAY under the Lease, which will arise or be incurred, or which are required to be performed, on or after the "closing" between FAY and CROOKED HORN for the sale of the Improvements. However, FAY still remains responsible for all liabilities and obligations which accrued prior to the "closing" in regard to the Lease.
2. This Agreement is to become effective on **May 1, 2018**, the date of the "closing," on the condition of the closing of the agreement between FAY and CROOKED HORN for the sale of the Improvements. Should such closing not be completed by **MAY 1, 2018**, this Agreement, as well as the consent of GJRAA, shall become null and void.
3. Subject to the conditions set forth in Paragraph 2, above, GJRAA releases FAY from any and all obligations under the Lease that accrue on or after the "closing," except for any hold harmless and/or indemnification obligations that FAY may have under the Lease, but which may arise after the "closing." However, this release is contingent upon CROOKED HORN's agreement to assume and perform all obligations, liabilities, and responsibilities of FAY under the Lease. Additionally, this release shall not be construed as a consent or waiver of any rights that GJRAA has to object to any subsequent sublease or assignment of the Lease.
4. FAY hereby agrees to indemnify, defend, and hold CROOKED HORN and GJRAA harmless from and against any and all liabilities, claims, demands, obligations, assessments,

losses, costs, damages, and expenses of any nature whatsoever, including, but not limited to, costs and attorney's fees, which CROOKED HORN or GJRAA may incur, sustain, or suffer, or which may be asserted or charged against CROOKED HORN or GJRAA, as a result of FAY's actions or omissions and/or its performance or non-performance of its obligations, duties, responsibilities, covenants, and liabilities under the Lease being assigned prior to the "closing."

5. CROOKED HORN hereby warrants, covenants, and agrees to diligently perform and discharge each and all of FAY's obligations, duties, responsibilities, and covenants under the Lease and to indemnify and hold FAY and GJRAA harmless from and against any and all liabilities, claims, demands, obligations, assessments, losses, costs, damages, and expenses of any nature whatsoever, including, but not limited to, costs and attorney's fees, which FAY or GJRAA may incur, sustain, or suffer, or which may be asserted or charged against FAY or GJRAA, as a result of CROOKED HORN's actions or omissions and/or its performance or non-performance of its obligations, duties, responsibilities, covenants, and liabilities under the Lease on or after the "closing."

6. FAY warrants and agrees that as of the determined "closing" date, all payable rents, taxes, and/or assignments pertaining to the Lease or the Improvements have been paid in full.

7. CROOKED HORN certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency.

8. Upon execution of this Agreement, CROOKED HORN shall provide a Security Deposit in accordance with the Lease.

9. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

10. This Agreement shall bind and inure to the benefit of the Parties executing this Assignment and Consent to Assignment and their respective heirs, successors, and permitted assigns.

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

COLLIN FAY  
1550 LARIMER STREET, NO.874  
DENVER, COLORADO 80202

CROOKED HORN AVIATION, LLC  
534 FOY DRIVE  
GRAND JUNCTION, CO, 81507

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

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

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

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

### **Approval of Assignment of Ground Lease Agreement**

Effective upon proper execution by FAY and CROOKED HORN, and contingent on the closing of the agreement between FAY and CROOKED HORN for the sale of the Improvements, GJRAA hereby consents to the assignment of the Lease to CROOKED HORN. Nothing in this consent shall be construed to expand or extend any term or condition of the Lease, or waive any performance of any term or condition of the Lease, either before, on, or after **MAY 1, 2018**.

Grand Junction Regional Airport Authority

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

Its: \_\_\_\_\_

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

# Grand Junction Regional Airport Authority

## Agenda Item Summary

---

TOPIC:	Second Addendum to Ground Lease Assignment: Navarro Research and Engineering, Inc.
PURPOSE:	Information <input type="checkbox"/> Guidance <input type="checkbox"/> Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Staff recommends that the Board approve the Second Addendum to the Ground Lease Agreement with Navarro.
LAST ACTION:	On or about November 2013, the GJRAA and S.M Stoller agreed to the First Addendum which extended the lease for 5 years, expiring in May 31, 2018. On September 15, 2015 S.M Stoller assigned the lease to Navarro Research and Engineering, Inc.
DISCUSSION:	Navarro current Ground Lease Agreement expires May 31, 2018. Therefore with the approval of the Second Addendum, the lease would be extended for five years, expiring May 31, 2023
FISCAL IMPACT:	Annual rent is \$2,898.88
ATTACHMENTS:	Second Addendum to the Ground Lease Agreement
STAFF CONTACT:	Chance Ballegeer Airport Security Coordinator Email: cballegeer@gjairport.com Office: 970-248-8586

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## SECOND ADDENDUM TO GROUND LEASE AGREEMENT

This SECOND ADDENDUM TO THE GROUND LEASE AGREEMENT (this “Second Addendum”) is made and entered into by and between the GRAND JUNCTION REGIONAL AIRPORT AUTHORITY (the “Authority”), a body corporate and politic of the State of Colorado, and NAVARRO RESEARCH AND ENGINEERING, INC (“Navarro”), a Tennessee corporation.

### **Recitals**

**WHEREAS**, on or about June 1, 2008, the Authority and S.M. Stoller Corporation (“Stoller”) entered into a Ground Lease Agreement (the “Agreement”) by which Stoller agreed to lease certain real property (the “Premises”) from the authority; and

**WHEREAS**, the initial term of the Agreement began on June 1, 2008 and expired on May 31, 2013; and

**WHEREAS**, upon the expiration of the initial term, the Authority and Stoller agreed to the First Addendum to Ground Lease Agreement (“First Addendum”) to extend the term of the Agreement through May 31, 2018; and

**WHEREAS**, on or about October 1, 2015, Stoller assigned all of its rights, title, and interests under the Agreement to Navarro which assignment was agreed to by the Authority in the Assignment of Ground Lease Agreement and Consent to Assignment (“Assignment”); and

**WHEREAS**, the Authority and Navarro desire to extend the Agreement for an additional five-year period.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. *Extension of Term.* This Second Addendum shall be effective at 12:00 a.m. on June 1, 2018, and the term of the Agreement shall be extended through and including May 31, 2023. Notwithstanding the foregoing, nothing in the Agreement or in this Second Addendum grants Navarro any right to extend the term of the Agreement beyond May 31, 2023 without the agreement of the Authority, acting in its sole discretion.

2. *Ground Lease Rental Charged for the Period Beginning June 1, 2018.* Beginning June 1, 2018, Navarro shall pay annual ground rent for the Premises at a rate of \$2,898.88. This rent will be paid in accordance with the procedures set forth in the Agreement and will be adjusted periodically as provided in the Agreement.

3. *Agreement Remains in Effect.* All terms used in this Second Addendum shall have the same meanings set forth in the Agreement and except as they are specifically modified herein, all provisions of the Agreement remain in full force and effect.

4. Right of Assignment. Navarro may assign its interests in the Agreement, as amended, to any responsible operator upon written consent from of the Authority, which consent shall not be unreasonably withheld. If an assignment is made, Navarro shall continue to be liable, jointly and severally, with the assignee, for the fulfillment of all terms and conditions arising under the Agreement, as amended, unless the Authority specifically releases Navarro in writing from such liability and future obligations. All subsequent assignors and assignees shall be subject to the Agreement, as amended, as if they were the original tenant/assignor.

5. Authority. The undersigned signatory for Navarro warrants and represents that he/she is an officer or agent of Navarro authorized to execute this Second Addendum on behalf of Navarro, and by such execution, Navarro shall be bound by this Second Addendum.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Second Addendum effective as of the day and year set forth above.

**GRAND JUNCITON REGIONAL AIRPORT AUTHORITY**

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

Printed Name: \_\_\_\_\_

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

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

**NAVARRO RESEARCH AND ENGINEERING, INC.**

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

Printed Name: \_\_\_\_\_

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

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

**Grand Junction Regional Airport Authority**  
**Statements of Changes in Net Position**

Unaudited - subject to change

	Budget 12/31/2018	Year to Date					Month				
		Budget	Actual	Actual	Variance CY vs PY		Budget	Actual	Actual	Variance CY vs PY	
		02/28/2018	02/28/2018	02/28/2017	Dollar	Percent	02/28/2018	02/28/2018	02/28/2017	Dollar	Percent
<b>Operating revenue</b>											
Aeronautical revenue											
Passenger airline revenue											
Passenger airline landing fees	519,400	83,553	89,725	83,585	6,140	7.3%	40,886	43,841	41,418	2,423	5.9%
Terminal rent	1,182,000	197,000	196,974	200,443	(3,469)	-1.7%	98,500	98,487	101,955	(3,468)	-3.4%
Other (boarding bridge)	100,000	19,200	15,398	22,426	(7,028)	-31.3%	13,400	7,157	16,425	(9,268)	-56.4%
<b>Total Passenger airline revenue</b>	<b>1,801,400</b>	<b>299,753</b>	<b>302,097</b>	<b>306,454</b>	<b>(4,357)</b>	<b>-1.4%</b>	<b>152,786</b>	<b>149,485</b>	<b>159,798</b>	<b>(10,313)</b>	<b>-6.5%</b>
Non-passenger airline revenue											
Non-passenger landing fees	127,700	15,456	22,552	14,137	8,415	59.5%	7,360	11,108	6,732	4,376	65.0%
Cargo and hangar rentals	51,600	8,600	8,574	8,438	136	1.6%	4,300	4,287	4,219	68	1.6%
Fuel tax & flowage fees	663,500	95,392	84,586	91,026	(6,440)	-7.1%	44,343	46,645	41,263	5,382	13.0%
Other (ramp parking, rapid refuel)	1,200	200	840	240	600	250.0%	100	180	120	60	50.0%
<b>Total Non-passenger airline revenue</b>	<b>844,000</b>	<b>119,648</b>	<b>116,552</b>	<b>113,841</b>	<b>2,711</b>	<b>2.4%</b>	<b>56,103</b>	<b>62,220</b>	<b>52,334</b>	<b>9,886</b>	<b>18.9%</b>
<b>Total Aeronautical revenue</b>	<b>2,645,400</b>	<b>419,401</b>	<b>418,649</b>	<b>420,295</b>	<b>(1,646)</b>	<b>-0.4%</b>	<b>208,889</b>	<b>211,705</b>	<b>212,132</b>	<b>(427)</b>	<b>-0.2%</b>
Non-aeronautical revenue											
Land and building leases	591,600	97,000	96,920	101,427	(4,507)	-4.4%	48,500	48,460	45,284	3,176	7.0%
Terminal - restaurant & retail	119,100	19,200	18,688	19,645	(957)	-4.9%	9,600	8,692	9,802	(1,110)	-11.3%
Terminal - other	190,800	31,800	42,591	42,592	(1)	0.0%	15,900	21,296	21,296	0	0.0%
Rental cars	1,210,400	148,516	165,423	161,522	3,901	2.4%	77,521	78,335	83,382	(5,047)	-6.1%
Parking and ground transportation	1,463,700	228,904	219,998	234,557	(14,559)	-6.2%	115,024	110,282	121,785	(11,503)	-9.4%
Other (security fee, overtime fee, etc)	50,400	8,400	7,175	8,296	(1,121)	-13.5%	4,200	4,331	5,060	(729)	-14.4%
<b>Total Non-aeronautical revenue</b>	<b>3,626,000</b>	<b>533,820</b>	<b>550,795</b>	<b>568,039</b>	<b>(17,244)</b>	<b>-3.0%</b>	<b>270,745</b>	<b>271,396</b>	<b>286,609</b>	<b>(15,213)</b>	<b>-5.3%</b>
<b>Total Operating revenues</b>	<b>6,271,400</b>	<b>953,221</b>	<b>969,444</b>	<b>988,334</b>	<b>(18,890)</b>	<b>-1.9%</b>	<b>479,634</b>	<b>483,101</b>	<b>498,741</b>	<b>(15,640)</b>	<b>-3.1%</b>

	Budget	Budget	Actual	Actual	Variance CY vs PY		Budget	Actual	Actual	Variance CY vs PY	
	12/31/2018	02/28/2018	02/28/2018	02/28/2017	Dollar	Percent	02/28/2018	02/28/2018	02/28/2017	Dollar	Percent
<b>Operating expenses</b>											
Personnel compensation and benefits	2,260,727	349,620	322,736	324,431	1,695	0.5%	174,898	165,901	159,922	(5,979)	-3.7%
Communications and utilities	344,076	58,441	54,891	55,871	980	1.8%	25,573	23,914	24,122	208	0.9%
Supplies and materials	521,198	49,473	57,080	95,667	38,587	40.3%	18,509	15,808	44,356	28,548	64.4%
Contract services	724,824	85,697	78,540	144,998	66,458	45.8%	46,776	41,938	56,558	14,620	25.8%
Repairs & maintenance	397,465	41,215	36,262	37,125	863	2.3%	20,890	17,213	21,872	4,659	21.3%
Insurance	92,850	15,986	16,010	15,196	(814)	-5.4%	7,993	8,016	7,598	(418)	-5.5%
Other (travel, marketing, air service, etc)	393,015	39,075	35,297	55,507	20,210	36.4%	24,625	20,743	29,284	8,541	29.2%
<b>Total Operating expenses</b>	<b>4,734,155</b>	<b>639,507</b>	<b>600,816</b>	<b>728,795</b>	<b>127,979</b>	<b>17.6%</b>	<b>319,264</b>	<b>293,533</b>	<b>343,712</b>	<b>50,179</b>	<b>14.6%</b>
Operating income, before depreciation	1,537,245	313,714	368,628	259,539	109,089	42.0%	160,370	189,568	155,029	34,539	22.3%
Depreciation	4,400,000	0	0	0			0	0	0		
Operating gain (loss)	(2,862,755)	313,714	368,628	259,539	109,089	42.0%	160,370	189,568	155,029	34,539	22.3%
<b>Non-operating revenue (expenses)</b>											
Passenger facility charges	900,100	128,726	113,594	123,601	(10,007)	-8.1%	62,084	52,093	65,932	(13,839)	-21.0%
Interest income	39,000	12,800	23,993	12,044	11,949	99.2%	6,400	12,350	9,352	2,998	32.1%
Interest expense	(841,744)	(141,270)	(141,268)	(149,399)	8,131	-5.4%	(70,635)	(70,635)	(74,699)	4,064	-5.4%
Customer facility charges	722,300	83,008	87,084	80,056	7,028	8.8%	42,940	63,677	40,072	23,605	58.9%
Capital contributions	12,019,128	317,402	370,334	0	370,334	100.0%	317,402	339,761	0	339,761	100.0%
Capital expenditures	(23,810,421)	(502,670)	(542,376)	(625)	(541,751)	86680.2%	(502,670)	(536,888)	(626)	(536,262)	85664.9%
Debt principal payments	(1,129,158)	(111,100)	(111,100)	(107,876)	(3,224)	3.0%	(111,100)	(111,100)	(107,875)	(3,225)	3.0%
<b>Total Non-operating revenue (expenses)</b>	<b>(12,100,795)</b>	<b>(213,104)</b>	<b>(199,739)</b>	<b>(42,199)</b>	<b>(157,540)</b>	<b>373.3%</b>	<b>(255,579)</b>	<b>(250,742)</b>	<b>(67,844)</b>	<b>(182,898)</b>	<b>269.6%</b>
<b>Excess of revenue over (under) expense</b>	<b>(14,963,550)</b>	<b>100,610</b>	<b>168,889</b>	<b>217,340</b>	<b>(48,451)</b>	<b>-22.3%</b>	<b>(95,209)</b>	<b>(61,174)</b>	<b>87,185</b>	<b>(148,359)</b>	<b>-170.2%</b>

## Grand Junction Regional Airport Authority Statements of Changes in Net Position

Unaudited - subject to change

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

**Supplies and materials** – The largest variance in this category is the purchase of bulk fuel for the rental car fuel site. The fuel is typically purchased each month based on demand from the rental cars. Some years have 11 months of purchases while other years have 12 months. As discussed with the auditors in the prior years, it was not deemed necessary to carry the fuel in inventory and therefore expense the amount as incurred. This can cause monthly variances as seen in February 2018 with the fuel purchase in February 2017 of \$18,000. An additional variance is from the glycol disposal of \$8,000 in 2017, this fee was not incurred until March 2018. The snow removal in 2018 decreased by \$7,000 due to the relatively mild winter.

**Contract services** – This category has accounts with four large variances: consulting, audit, legal and IT services. Consulting consists of payments to Aviation Management Consulting of \$11,000 for minimum standards review and DKMG of \$22,000 for rates & charges review. These amounts were not incurred in the two months ending February 2017. There's a total 2018 budget of \$132,000 with an expected remaining cost of \$40,000 for DKMG and \$9,000 for Aviation Management Consulting. Audit services are charges received from EKS&H for the annual audit. The 2017 invoice was received in February and the 2018 invoice was received in March, causing a \$40,000 variance for the current month. Legal services is showing a year over year decrease of \$23,000 as a result of the litigation settlement in February 2017 and the costs incurred with special counsel. As of February 2018, there has been a total of \$5,000 incurred with a total legal services budget of \$156,000. IT services variance is a result of amortizing various costs in 2018 versus expensing when incurred in 2017. Most notably the cost of Veoci management system for \$25,000 and Prodigiq flight information display for \$11,000.

**Other expenses** – This includes budgets for air service development of \$100,000; marketing of \$83,000 and training of \$90,000. The total spent on air service is \$16,000 which is consistent with prior year and is expected to reach the budgeted amount. Marketing has yet to spend significant amounts in the first two months of the year compared to \$8,000 in 2017, however, there is the expectation this total budget will be fully utilized. Training has incurred \$16,000 in 2018 versus \$6,000 in 2017, this variance is due in part to the timing of the training selections. There is also a variance in professional dues that have not been paid to AAAE for \$6,000 and ACI for \$7,000.

**Passenger facility charges** – The year to date PFC's are down 8% compared to a non-revenue enplanement reduction of 6.5%. Per discussion with FAA, PFC collection amounts appear reasonable.

**Interest income** – The collected interest is from the \$9m bond fund that is to be used for the terminal and runway projects. The budget is assuming the reduction of the bond fund as the projects are completed throughout the year. With the change in the amount of expected project cost on the terminal (down from \$8.5m to \$4m) and bond funds being used on the runway, we do not expect to fully utilize \$9m in 2018. The remaining \$5m bond funds for the runway project are anticipated to be used for the airport's portion of the funding. Depending on the amount of federal funding received and the construction timeline will determine the pace at which the bond funds are used.

**Customer facility charges** – The increase in CFC revenue is from the increase in year to date rental car days from 20,014 in 2017 to 21,495 in 2018. Also, included in 2018 was an error correction increase of \$1,100. The airport receives \$4.00 per transaction day.

**Capital contributions** – The amount received in contribution from the FAA and CDOT are based on the project invoices for AIP 55 & 56 for runway design from Mead & Hunt. The total budget for AIP 55 is \$2,463,018. The amount expected to be received from FAA is \$2,216,716 of which \$1,492,025 has been received. The amount expected to be received from CDOT is \$123,150 of which \$91,109 has been received. The total budget for AIP 56 is \$2,105,445. The amount expected to be received from FAA is \$1,894,900 of which \$632,378 has been received. The amount expected to be received from CDOT is \$105,272 of which \$35,131 has been received.

**Capital expenditures** – Along with the AIP projects previously discussed in the capital contributions section, the capital expenditures include non-AIP projects. These include the costs for the passenger boarding bridge for \$30,000 year to date and terminal project for \$100,000 year to date.

## Grand Junction Regional Airport Authority

### Agenda Item Summary

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TOPIC:	Junction Aero Tech tri-party agreement & West Star 2810 Hangar amendment
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PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
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RECOMMENDATION:	<p>Staff recommends the board approve the following:</p> <ol style="list-style-type: none"><li>1. Amended memorandum of ground lease agreements,</li><li>2. Amendment to Tri-Party Agreement, and</li><li>3. Ground Sublease between Junction Aero Tech and West Star</li><li>4. Second amendment to Junction Aero Tech agreement</li><li>5. 2810 Hangar amendment</li></ol>
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DISCUSSION:	<p>On April 1, 2016, GJRAA and Junction Aero Tech entered into one new ground lease captioned Aeronautical Use Ground Lease that replaced all three (3) of the Ground Lease Agreements and on September 21, 2017, GJRAA and Junction Aero Tech entered into a First Amendment to said such new ground lease (all collectively, the “Replacement Ground Lease”).</p> <p>Junction Aero Tech has requested that Alpine accept the Replacement Ground Lease in lieu of the Original Ground Leases as collateral to secure repayment of the Loan. Such a substitution of collateral will require an amendment to the Tri-Party Agreement. The consent of GJRAA is required in order for such an amendment to be effective.</p> <p>The expiration of the term of the Replacement Ground Lease is August 15, 2024. The Replacement Ground Lease contains one ten-year renewal option ending on August 15, 2034, and five additional four-year renewal options thereafter,</p> <p>Airport Authority general counsel has reviewed without exception. See attached documents for complete agreement details.</p>
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FISCAL IMPACT:	<p>At the March 2018 board meeting it was recommended to amend Parcel West of Terminal to remove the taxiway connector from the lease boundary. Junction Aero Tech was agreeable to this request and has included a second amendment to the ground lease to amend the referenced ramp space from 157,156 square feet to 96,289 square feet, reducing the annual rent by \$9,976. Additionally, the airport agreed to add 85,119 square feet of ramp space with an increase to annual rent of \$13,951 to the adjacent West Star 2810 Hangar lease to account for the reduction in the Junction Aero Tech ramp.</p>
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ATTACHMENTS:

1. Amended memorandum of ground lease agreements,
2. Amendment to Tri-Party Agreement, and
3. Ground Sublease between Junction Aero Tech and West Star
4. Second amendment to Junction Aero Tech agreement
5. 2810 Hangar amendment

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STAFF CONTACT:

Ty Minnick  
[tminnick@gairport.com](mailto:tminnick@gairport.com)  
970-248-8593

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**RECORDING REQUESTED BY:  
WHEN RECORDED RETURN TO:**

**Aaron Miller, President  
Alpine Bank- Grand Junction  
225 North 5<sup>th</sup> Street  
Grand Junction, CO 81501**

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE  
ONLY

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**ALPINE BANK**

**AMENDED MEMORANDUM OF GROUND LEASE AGREEMENTS**

THIS AMENDED MEMORANDUM OF GROUND LEASE AGREEMENTS ("**Amendment**") is between Grand Junction Regional Airport Authority, a body corporate and politic and constituting a subdivision of the State of Colorado, formerly known as Walker Field, Colorado, Public Airport Authority ("**GJRAA**") and Junction AeroTech, LLC, a Delaware limited liability company ("**Tenant**"). GJRAA and Tenant may collectively be referred to herein as the ("**Parties**").

1. **Amendment.** This is an amendment to the Memorandum of Ground Lease Agreements (the "**Memorandum**") between the Parties recorded October 14, 2015, in Book 5783 at Page 299 (Reception No. 2740283) of the Public Records of Mesa County, Colorado. The Memorandum is amended to substitute in all places the term Replacement Ground Lease (defined below) in place of the term Ground Lease Agreements (also defined below).
2. **Aeronautical Use Ground Lease.**
  - a. **Original Ground Leases.** GJRAA and Tenant's predecessor in interest P&L Properties, LLC entered into three (3) Ground Lease Agreements which are more fully described in the Memorandum ("**Ground Lease Agreements**").
  - b. **Replacement Ground Lease.** On April 1, 2016, GJRAA and Tenant entered into one new ground lease captioned Aeronautical Use Ground Lease that replaced all three (3) of the Ground Lease Agreements, on September 21, 2017, GJRAA and Tenant entered into a First Amendment to said such new ground lease and on \_\_\_\_\_, 2018, GJRAA and Tenant entered into a Second Amendment to said such new ground lease ( all collectively, the "**Replacement Ground Lease**").
  - c. **Commencement Dates.** The commencement dates in the Replacement Ground Lease are 12/31/2004 as to Tract 1; 9/1/2005 as to Tract 2 and 8/15/2008 as to Tract 3.
  - d. **Description of Real Estate.** The real estate subject to the Replacement Ground Lease is set forth on Exhibit "A" to this Amendment.
  - e. **Expiration of Term.** The expiration of the term of the Replacement Ground Lease is August 15, 2024. The Replacement Ground Lease contains one ten-year renewal option ending on August 15, 2034, and five additional four-year renewal options thereafter.





Exhibit "A"

(attached to and made part of that certain Amended Memorandum of Ground Lease Agreements)

This Exhibit "A" replaces Exhibits "A", "B" and "C" to the Memorandum.

PARCEL A1

A parcel of land situated in the southeast quarter of the southwest quarter and the southwest quarter of the southeast quarter of Section 30, and in the northwest quarter of the northeast quarter and the northeast quarter of the northwest quarter of Section 31, Township 1 North, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at a Mesa County Survey Marker brass cap for the northwest corner of said Section 31 whence a General Land Office brass cap for the southwest corner of said Section 31 bears South

01°54'07" West, with all bearings herein relative thereto;

Thence South 87°22'52" East, a distance of 2359.62 feet to the Point of Beginning;

Thence North 37°06'38" East, a distance of 391.54 feet;

Thence North 52°53'22" West, a distance of 50.34 feet,

Thence North 37°06'38" East, a distance of 208.46 feet;

Thence South 52°53'22" East, a distance of 1065.76 feet;

Thence South 37°06'38" West, a distance of 385.23 feet;

Thence South 52°53'22" East, a distance of 210.18 feet;

Thence South 37°06'38" West, a distance of 214.77 feet;

Thence North 52°53'22" West, a distance of 650.00 feet;

Thence North 07°53'22" West, a distance of 141.42 feet;

Thence North 52°53'22" West, a distance of 148.97 feet;

Thence South 37°06'38" West, a distance of 100.00 feet;

Thence North 52°53'22" West, a distance of 326.63 feet to the Point of Beginning.

Containing 644,987 square feet, more or less.

EXCEPTING a parcel of land situated in the northwest quarter of the northeast quarter of Section 31, Township 1 North, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at a Mesa County Survey Marker brass cap for the northwest corner of said Section 31 whence a General Land Office brass cap for the southwest corner of said Section 31 bears South

01°54'07" West, with all bearings herein relative thereto;

Thence South 77°44'52" East, a distance of 3327.83 feet to the Point of Beginning;

Thence North 36°42'58" East, a distance of 130.07 feet;

Thence South 53°17'02" East, a distance of 105.03 feet;

Thence South 36°42'58" West, a distance of 130.07 feet;

Thence North 53°17'02" West, a distance of 105.03 feet to the Point of Beginning.

Containing 13,661 square feet, more or less.

Resulting in a net area of 631,326 square feet, more or less.

The distances hereon are ground distance and the bearings hereon are reported relative to the Grand Junction Regional Airport coordinate system.

PARCEL A2

A parcel of land situated in the north half of the northeast quarter of Section 31, Township 1 North, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at a Mesa County Survey Marker brass cap for the northwest corner of said Section 31 whence a General Land Office brass cap for the southwest corner of said Section 31 bears South 01°54'07" West, with all bearings herein relative thereto;

Thence South 79°52'07" East, a distance of 3738.42 feet to the Point of Beginning

Thence North 37°06'38" East, a distance of 240.23 feet;  
Thence South 52°53'22" East, a distance of 162.06 feet;  
Thence South 37°06'37" West, a distance of 240.23 feet;  
Thence North 52°53'22" West, a distance of 162.06 feet to the Point of Beginning.  
Containing 38,932 square feet, more or less.  
The distances hereon are ground distance and the bearings hereon are reported relative to the Grand Junction Regional Airport coordinate system.

#### PARCEL B

A parcel of land situated in the northwest quarter of the northeast quarter of Section 31, Township 1 North, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at a Mesa County Survey Marker brass cap for the northwest corner of said Section 31 whence a General Land Office brass cap for the southwest corner of said Section 31 bears South 01°54'07" West, with all bearings herein relative thereto;

Thence South 77°51'13" East, a distance of 3674.91 feet to the Point of Beginning;

Thence North 37°06'38" East, a distance of 145.00 feet;

Thence South 52°53'22" East, a distance of 162.06 feet;

Thence South 37°06'37" West, a distance of 145.00 feet;

Thence North 52°53'22" West, a distance of 162.06 feet to the Point of Beginning.

Containing 23,499 square feet, more or less.

The distances hereon are ground distance and the bearings hereon are reported relative to the Grand Junction Regional Airport coordinate system.

#### PARCEL 1 - Addendum 2

A parcel of land situated in the northeast quarter of the northwest quarter and the northwest quarter of the northeast quarter of Section 31, Township 1 North, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows: Commencing at a Mesa County Survey Marker brass cap for the northwest corner of said Section 31 whence a General Land Office brass cap for the southwest corner of said Section 31 bears South 01°54'07" West, with all bearings herein relative thereto;

Thence South 73°30'55" East, a distance of 2717.05 feet to the Point of Beginning;

Thence North 37°06'38" East, a distance of 379.11 feet;

Thence South 52°53'22" East, a distance of 627.53 feet;

Thence South 37°06'38" West, a distance of 400.00 feet;

Thence North 52°53'22" West, a distance of 459.99 feet;

Thence North 45°46'54" West, a distance of 168.84 feet to the Point of Beginning.

Containing 249,264 square feet, more or less.

The distances hereon are ground distance and the bearings hereon are reported relative to the Grand Junction Regional Airport coordinate system.

#### PARCEL 2 Addendum 2

A parcel of land situated in the northwest quarter of the northeast quarter of Section 31, Township 1 North, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at a Mesa County Survey Marker brass cap for the northwest corner of said Section 31 whence a General Land Office brass cap for the southwest corner of said Section 31 bears South 01°54'07" West, with all bearings herein relative thereto;  
Thence South 69°20'29" East, a distance of 3305.77 feet to the Point of Beginning;  
Thence North 37°06'38" East, a distance of 180.00 feet;  
Thence South 52°53'22" East, a distance of 255.22 feet;  
Thence South 37°06'38" West, a distance of 180.00 feet;  
Thence North 52°53'22" West, a distance of 255.22 feet to the Point of Beginning.  
Containing 45,940 square feet, more or less.  
The distances hereon are ground distance and the bearings hereon are reported relative to the Grand Junction Regional Airport coordinate system.

PARCEL A - Addendum 2

A parcel of land situated in the west half of the northeast quarter of Section 31, Township 1 North, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at a Mesa County Survey Marker brass cap for the northwest corner of said Section 31 whence a General Land Office brass cap for the southwest corner of said Section 31 bears South 01°54'07" West, with all bearings herein relative thereto;  
Thence South 63°26'46" East, a distance of 3687.04 feet to the Point of Beginning;  
Thence North 37°04'55" East, a distance of 450.00 feet;  
Thence South 52°55'05" East, a distance of 150.00 feet;  
Thence South 33°39'12" East, a distance of 287.75 feet;  
Thence South 56°20'48" West, a distance of 376.12 feet;  
Thence North 52°55'05" West, a distance of 297.54 feet to the Point of Beginning.  
Containing 154,811 square feet, more or less.  
The distances hereon are ground distance and the bearings hereon are reported relative to the Grand Junction Regional Airport coordinate system.

PARCEL West of Terminal

A parcel of land situated in Government Lot 3 and Government Lot 4 of Section 30, Township 1 North, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at the southwest corner of said Section 30, a 3" brass cap marked "MESA COUNTY SURVEY MARKER – R1W T1N S25 S30 S36 S31" whence the southwest corner of Section 31, a 3" brass cap marked "GOVERNMENT LAND OFFICE T1N R1W R1E S36 S31 S1 S6 T1S" bears South 00°00'33" East, with all bearings herein relative thereto;  
Thence North 16 54'13" East, a distance of 1547.40 feet to the Point of Beginning;  
Thence North 35°23'30" East, a distance of 422.00 feet;  
Thence South 56°34'49" East, a distance of 58.21 feet;  
Thence 393.46 feet along the arc of a 274.00 foot radius non-tangent curve to the left, through a central angle of 82°16'30", with a chord bearing South 16°55'22" East, a distance of 360.51 feet;  
Thence South 33°25'11" West, a distance of 181.28 feet;  
Thence North 56°34'49" West, a distance of 116.00 feet;  
Thence South 33°25'11" West, a distance of 20.88 feet;  
Thence North 54°49'31" West, a distance of 186.40 feet;

Thence North 35°23'30" East, a distance of 3.13 feet;  
Thence North 54°36'32" West, a distance of 48.10 feet to the Point of Beginning.

Containing 96,289 square feet, more or less.

#### HERR PARCEL

A parcel of land situated in the northwest quarter of the northeast quarter of Section 31, Township 1 North, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at a Mesa County Survey Marker brass cap for the northwest corner of said Section 31 whence a General Land Office brass cap for the southwest corner of said Section 31 bears South 01°54'07" West, with all bearings herein relative thereto;

Thence South 77°44'52" East, a distance of 3327.83 feet to the Point of Beginning;

Thence North 36°42'58" East, a distance of 130.07 feet;

Thence South 53°17'02" East, a distance of 105.03 feet;

Thence South 36°42'58" West, a distance of 130.07 feet;

Thence North 53°17'02" West, a distance of 105.03 feet to the Point of Beginning.

Containing 13,661 square feet, more or less.

The distances hereon are ground distance and the bearings hereon are reported relative to the Grand Junction Regional Airport coordinate system.

#### LEASE PARCEL 5 (former NWS)

A parcel of land situated in the northwest quarter of the northeast quarter and the northeast quarter of the northwest quarter of Section 31, Township 1 North, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at a Mesa County Survey Marker brass cap for the northwest corner of said Section 31 whence a General Land Office brass cap for the southwest corner of said Section 31 bears South 01°54'07" West, with all bearings herein relative thereto;

Thence South 83°21'23" East, a distance of 2635.33 feet to the Point of Beginning, being a found #5 rebar with a 1.5" plastic cap marked "NICHOLS LS 12039";

Thence North 37°06'38" East, a distance of 100.00 feet;

Thence South 52°53'22" East, a distance of 148.97 feet;

Thence South 07°53'22" East, a distance of 141.42 feet;

Thence North 52°53'22" West a distance of 248.97 feet to the Point of Beginning;

Containing 19,888 square feet, more or less.

The distances hereon are ground distance and the bearings hereon are reported relative to the Grand Junction Regional Airport coordinate system.

**RECORDING REQUESTED BY:  
WHEN RECORDED RETURN TO:**

**Aaron Miller, President  
Alpine Bank- Grand Junction  
225 North 5<sup>th</sup> Street  
Grand Junction, CO 81501**

SPACE ABOVE THIS LINE IS FOR RECORDER'S  
USE ONLY

**ALPINE BANK**

**AMENDMENT TO TRI-PARTY AGREEMENT  
(GJRAA, Junction AeroTech and Alpine Bank)**

This Amendment to Tri-Party Agreement ("**Amendment**") dated effective \_\_\_\_\_, 2018 is made by and between Alpine Bank, a Colorado banking corporation ("**Alpine**"), whose address is 225 North 5<sup>th</sup> Street, Grand Junction, CO 81501; Grand Junction Regional Airport Authority, a body corporate and politic and constituting a subdivision of the State of Colorado ("**GJRAA**"), whose address is 800 Eagle Drive, Grand Junction, CO 81506 and Junction AeroTech, LLC a Delaware limited liability company ("**Borrower**"), whose address is 1001 North 19th Street, Suite 930, Arlington, VA 22209. Alpine, GJRAA and Borrower are each sometimes referred to herein as a "**Party**" and collectively as the "**Parties**".

**RECITALS**

A. P&L Properties, LLC ("**P&L**") did, with the consent of GJRAA, sell (the "**Sale**") to Borrower, three (3) ground leases between GJRAA, as lessor, and P&L, as lessee, (the "**Original Ground Leases**").

B. The Original Ground Leases are more particularly described in that certain Memorandum of Ground Lease Agreements recorded October 14, 2015, in Book 5783 at Page 299 (Reception No. 2740283) of the public records of Mesa County, Colorado (the "**Memorandum**").

C. In order to finance the Sale of the Ground Leases to Borrower, Alpine did make a loan to Borrower in the original principal sum of Fifteen Million and Fifty Thousand and NO/100 Dollars (\$15,050,000.00) (the "**Loan**"). The Loan matures April 1, 2035.

D. As a condition of the Loan, the Parties did enter into a Tri-Party Agreement (the "**Tri-Party Agreement**") recorded April 8, 2015, in Book 5709 at Page 572 (Reception No. 2720038) in the public records of Mesa County, Colorado.

E. Unless the context otherwise requires, defined terms used herein shall have the same meaning as used in the Tri-Party Agreement.

F. Repayment of the Loan is secured by that certain Leasehold Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents, Revenues, and Leases dated April 6, 2015, and recorded April 8, 2015, as Reception No. 2719957 in Book 5704 at Page 248 in the Public Records of Mesa County, Colorado; First Modification recorded October 14, 2015, as Reception No. 2740308 in Book 5783 at Page 410 and Second Modification recorded \_\_\_\_\_, 2018 as Reception No. \_\_\_\_\_ in Book \_\_\_\_\_ at Page \_\_\_\_\_ all in the public records of Mesa County, Colorado (all collectively the "**Deed of Trust**").

G. GJRAA and Borrower have entered into one new Aeronautical Use Ground Lease dated April 1, 2016, as amended by that First Amendment to Aeronautical Use Ground Lease dated September 21, 2017, as amended by that Second Amendment to Aeronautical Use Ground Lease dated \_\_\_\_\_, 2018 (collectively, the "**Replacement Ground Lease**"), which is intended to replace all the Original Ground Leases.

H. Record notice of the Replacement Ground Lease is given pursuant to the Amended Memorandum of Ground Lease Agreements (the "**Amended Memorandum**"), and recorded \_\_\_\_\_, 2018, in Book \_\_\_\_\_ at Page \_\_\_\_\_ (Reception No. \_\_\_\_\_) in the public records of Mesa County, Colorado.

I. Borrower has requested that Alpine accept the Replacement Ground Lease in lieu of the Original Ground Leases as collateral to secure repayment of the Loan. Such a substitution of collateral will require an amendment to the Tri-Party Agreement as more fully set forth below. The consent of GJRAA is required in order for such an amendment to be effective.

#### W I T N E S S E T H

**For Good And Valuable Considerations**, the receipt and sufficiency of which are hereby acknowledged and confessed, the Parties intending to be lawfully bound agree as follows:

1. **Recitals Correct**. The Recitals set forth above are true and correct and shall constitute an integral part of this Agreement.

2. **Amendment**. The Tri-Party Agreement is amended as follows:

2.1 **Replacement Ground Lease**. Subject to the terms and conditions set forth below, Alpine hereby agrees to accept the Replacement Ground Lease in lieu of the Original Ground Leases as collateral to secure repayment of the Loan. In all places in the Tri-Party Agreement the term "Ground Leases" is deleted and replaced with the term "Replacement Ground Lease."

2.2 **Term of Replacement Ground Lease**. The term of the Replacement Ground Lease commenced as follows: Tract 1 1/31/2004; Tract 2 9/1/2005 and Tract 3 8/15/2008 and expires 8/15/2024. Notwithstanding the above or anything in the Replacement Ground Lease to the contrary, solely for purposes of determining the CPI-U adjustment set forth in Section 4.2 of the Replacement Ground Lease, GJRAA and Borrower agree that the Commencement Date shall be September 21, 2017, and as such, the first adjustment pursuant to Section 4.2 of the Replacement Ground Lease took place on April 1, 2018.

2.3 **First Option to Renew**. The first option to renew the Replacement Ground Lease is for ten (10) years or until 8/15/2034. The Loan matures April 1, 2035. Notwithstanding anything to the

contrary in the Replacement Ground Lease, GJRAA and Borrower acknowledge and agree that this Amendment constitutes Borrower's notice to exercise the first option to renew the term of the Replacement Ground Lease pursuant to Section 3.2 thereof. Provided that the Loan has not been prepaid in full prior to 8/15/2024 and provided further that at such time there shall exist no material default beyond the applicable cure periods provided in the Replacement Ground Lease or the Tri-Party Agreement as amended herein, GJRAA and Borrower agree that the term of the Replacement Ground Lease shall automatically (and without any further notice or other requirement on the part of Borrower) be extended until 8/15/2034. The Parties acknowledge that this paragraph 2.3 is for the benefit of Lender with respect to the Loan. The Parties further acknowledge that in the course of the administration of this Loan, Lender may determine that it is not in the interest of Lender or Borrower that the Replacement Ground Lease be automatically extended. Accordingly, the Parties agree that prior to August 15, 2023, Lender may, in its sole discretion, upon written notice to GJRAA and Borrower waive the forgoing requirement that the first option to renew be automatically extended. Following such notice the Replacement Ground Lease shall be interpreted and enforced without regard to this paragraph 2.3.

3. Estoppel. The Parties agree and confirm that the Tri-Party Agreement as amended herein is in full force and effect. No Party hereto is aware of any default under the Tri-Party Agreement on the part of any other Party hereto. Each of GJRAA and Borrower, as applicable, confirm to Alpine and each other as follows:

- 3.1 Current monthly rental payable by Borrower under the Replacement Ground Lease is \$17,395.39.
- 3.2 As of the date hereof, there has been no advance payment of rent under the Replacement Ground Lease for more than thirty (30) days.
- 3.3 The security deposit held by the GJRAA under the Replacement Ground Leases is \$69,222.85.
- 3.4 As of the date hereof, there are no unexpired offsets or credits against rentals payable under the Replacement Ground Lease, and no concessions, allowances, or amounts of free rent owed to Borrower.
- 3.5 As of the date hereof, (i) neither Borrower nor GJRAA have sent or received any notices of default under the Replacement Ground Lease, and, to each of Borrower's and GJRAA's knowledge, there are no defaults under the Replacement Ground Lease by either GJRAA or Borrower, nor are there any conditions or events existing which, with or without notice or lapse of time, or both, could constitute a default or event of default under the Replacement Ground Lease, and (ii) Borrower has no charge, lien, claim, or offset under the Replacement Ground Lease against GJRAA or the rent payable thereunder. No notice to terminate the Replacement Ground Lease has been given by Borrower or GJRAA.
- 3.6 All conditions of the Replacement Ground Lease to be performed by Borrower under the terms of the Replacement Ground Lease have been performed as of the date hereof.

3.7 No bankruptcy proceedings, whether voluntary or otherwise, are pending against Borrower (or its members).

3.8 Prior to the date hereof, Borrower has been paying rent to GJRAA pursuant to the Original Ground Leases and otherwise complying with the terms and conditions set forth in the Original Ground Leases. As such, any act or failure to act by Borrower prior to the date hereof shall in no way constitute a default under or breach of the Replacement Ground Lease so long as such act or failure to act would not constitute a default under or breach of the Original Ground Leases.

4. Notices. Under Paragraph 5 the copy of notice to Fitzgerald & Rhodes, LLP is deleted and replaced with:

FD Stonewater, LLC  
1001 19th Street, Suite 930  
Arlington, VA 22209  
Attn: General Counsel  
Email: perickson@fdstonewater.com

5. Further Assurances. The Parties agree that from time to time, upon request of any other Party, they will promptly execute and deliver all further instruments, documents and agreements, and take all further actions that may be reasonably necessary or desirable, or which such Party may reasonably request, in order to carry out the intent and purposes of this Amendment including but not limited to in the case of Alpine to perfect and protect any lien, assignment or security interest granted or purported to be granted by the terms of the Deed of Trust or to enable Alpine to exercise and enforce its rights and remedies thereunder or hereunder.

6. Costs. Borrower agrees to pay, upon request, all reasonable attorney's fees, search, update, endorsement, or any other title premiums, recording or filing fees and any costs or expenses incurred by Alpine in the negotiation, preparation, closing or perfection of this Amendment or any documents made or given in connection herewith.

7. Entire Agreement. This Amendment embodies the entire agreement of the Parties with regard to the subject matter hereof. There are no representations, promises, warranties, understandings or agreements expressed or implied, oral or otherwise, in relation thereto, except those expressly referred to in the Tri-Party Agreement as amended herein.

8. Amendment Controls. In the event of any conflict or inconsistency between this Amendment and the Tri-Party Agreement, this Amendment shall govern and control unless Alpine in its sole but reasonable commercial discretion shall determine otherwise.

9. Counterparts. This Amendment may be may be executed in counterparts and said counterparts together shall be binding on the Parties hereto as though all Parties had executed the same counterpart.

10. Binding Effect. This Amendment shall be binding upon the Parties hereto, their heirs, successors, personal representatives and assigns.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have executed this Amendment to the Tri-Party Agreement as of the effective date set forth above.

**ALPINE:**

Alpine Bank, a Colorado banking corporation

By: \_\_\_\_\_  
Aaron Miller, President

**BORROWER:**

Junction AeroTech, LLC, a Delaware limited liability company

By: FDSL, LLC, a Delaware limited liability company, Managing Member of Junction AeroTech, LLC

By: \_\_\_\_\_  
David Stade, Manager

**GJRAA:**

Grand Junction Regional Airport Authority, a body corporate and politic and constituting a subdivision of the State of Colorado

By: \_\_\_\_\_  
Rick Taggart, Chairman of the Board

**[NOTARY BLOCKS ON FOLLOWING PAGE]**

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing Amendment to Tri-Party Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018 by Aaron Miller, President of Alpine Bank, Grand Junction, a Colorado banking corporation.

WITNESS my hand and official seal.

My commission expires:

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing Amendment to Tri-Party Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018 by Rick Taggart, whose title is Chairman of the Board on behalf of Grand Junction Regional Airport Authority, a body corporate and politic and constituting a subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires:

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing Amendment to Tri-Party Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018 by David Stade whose title is Manager on behalf of FDSL, LLC, a Delaware limited liability company as Managing Member of Junction AeroTech, LLC a Delaware limited liability company.

WITNESS my hand and official seal.

My commission expires:

\_\_\_\_\_  
Notary Public

**GROUND SUBLEASE**

**BETWEEN**

**JUNCTION AEROTECH, LLC**

**AND**

**WEST STAR AVIATION, LLC**

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## **Airport Sublease Agreement**

This Airport Sublease Agreement (the "Sublease") is made and entered into on the date set forth in Paragraph 1.1, below, by and between the Tenant and Subtenant, as those terms are defined below.

### **Article 1: Basic Sublease Information**

In addition to the terms which are defined elsewhere in this Sublease, the following defined terms are used in this Sublease:

1.1 DATE: \_\_\_\_\_

1.2 TENANT: Junction Aerotech, LLC, a Delaware limited liability company

1.3 TENANT'S TRADE NAME: Not Applicable

1.4 TENANT'S ADDRESS AND PHONE:

1001 19<sup>th</sup> Street North, Suite 930

Arlington, VA 22209

Attention: David Alperstein

With copy to:

FD Stonewater, LLC

116061 Wilshire Blvd., Suite 2460

Los Angeles, CA 90025

Attention: General Counsel

PHONE: 703-537-7650

1.5 SUBTENANT: West Star Aviation, LLC, a Delaware limited liability company

1.6 SUBTENANT'S TRADE NAME: Not Applicable

1.7 SUBTENANT'S ADDRESS AND PHONE:

796 Heritage Way

Grand Junction, CO 81506

PHONE: 970-243-7500

1.8 GRAND JUNCTION REGIONAL AIRPORT AUTHORITY ADDRESS AND PHONE:

800 Eagle Drive  
Grand Junction, CO 81506  
(970)244-9100

1.9 AIRPORT:

The Grand Junction Regional Airport, which is located in Grand Junction, Colorado. Several attached Exhibits to the Lease may reference the Walker Field, Colorado, Public Airport Authority and/or the Walker Field, Colorado, Public Airport. However, on May 15, 2007, the Board of Commissioners changed the name of the Airport's governing authority from the Walker Field, Colorado, Public Airport Authority ("WFAA") to the Grand Junction Regional Airport Authority ("GJRAA"), and the name of the Airport from Walker Field to the Grand Junction Regional Airport.

1.10 COMMENCEMENT DATE OF SUBLEASE: January 1, 2005

1.11 LEASE:

The Aeronautical Use Ground Lease between GJRAA and Tenant ("Lease"), dated April 1, 2016, as amended by that First Amendment to Aeronautical Use Ground Lease dated September 21, 2017, as amended by that Second Amendment to Aeronautical Use Ground Lease dated contemporaneously herewith, which is attached to this Sublease as Exhibit C, and which is fully incorporated herein by reference.

1.12 EXPIRATION DATE OF SUBLEASE:

August 15, 2034; provided, however, subject to the provisions of Section 2.3 hereof, the Expiration Date shall be extended to the end of any extension Term that may be exercised by Subtenant in accordance with the terms and conditions of this Sublease. The term may be extended, at Subtenant's option, for up to five (5) successive periods of four (4) years each (the "Additional Extensions"). Subtenant shall give notice to Tenant of the exercise of its option for each Additional Extension not less than twelve (12) months prior to the Expiration Date then in effect, otherwise this Sublease shall terminate as of the then current Expiration Date.

1.13 INITIAL MINIMUM INSURANCE COVERAGE AMOUNT: \$20,000,000 combined single limit general liability

1.14 RENT:

Monthly Rent payments are set forth on Exhibit D, Rent Schedule, which is attached hereto and incorporated herein by this reference.

Rent payments shall be due and payable in advance on the first day of each month during the term and any extensions thereof. Subtenant acknowledges that late payment of Rent or other amounts due under this Sublease will cause Tenant to incur costs not contemplated by this Sublease, the exact amount being extremely difficult and impractical to fix. In addition to any other remedies of Tenant under this Sublease or in law or equity, Subtenant shall pay a late fee of five percent (5%) of any rental payment not paid in full on or before the tenth (10th) day of the month in which it is due. The parties agree that this late charge represents a fair and reasonable estimate of the cost Tenant will incur by reason of Subtenant's late payment. Subtenant shall pay interest at the rate of ten percent (10%) per annum on any amounts owed by Subtenant to Tenant under this Sublease that are not paid within 30 days of the date due. Any payments received shall first be applied to late charges, if any, then to accrued interest, if any, and then to reduction of principal amount owed.

Subtenant shall pay as supplemental rent all rent, fees and all other charges payable by Tenant to GJRAA as such become due under the terms and conditions of the Lease between Tenant and GJRAA.

- 1.15 PERMITTED USES: The following activities shall be considered "Permitted Uses" under this Sublease: The aircraft hangar buildings, the paint hangars and/or commercial buildings constructed on the Premises and the leasehold interest created hereby are to be used for commercial aeronautical services and activities set forth in the GJRAA's approved minimum standards for a Fixed Base Operator and for Maintenance, Repair & Overhaul services, as the same may be amended from time to time at the sole discretion of GJRAA.
- 1.16 PREMISES: The Premises shown on the attached Exhibit A and Exhibit B to this Sublease and any improvements thereon.
- 1.17 PREMISES SQUARE FOOTAGE: The Premises consist of a total of 1,273,610 square feet. Notwithstanding any other provision of this Sublease to the contrary, Subtenant shall have no ownership of any leasehold improvements, including hangars.
- 1.18 MAINTENANCE AND UTILITIES: Subtenant shall timely pay all charges for utilities, including, but not limited to, gas, electricity, water, sewer, telephone and trash removal incurred on the Premises.
- 1.19 SECURITY DEPOSIT:None.

## **Article 2: Sublease and Term**

2.1 In consideration of the payment of the rent and the keeping and performance of the covenants, promises, and agreements by Subtenant set forth herein, Tenant does hereby sublease unto Subtenant the Premises, including any and all rights, privileges, easements, and appurtenances now or hereafter belonging to the Premises, subject, however, to all liens, easements, restrictions, and other encumbrances of record. Subtenant shall be subleasing the Premises in an "as is" and "with all faults" condition and without any warranties or representations, expressed or implied, from either Tenant or GJRAA that the Premises, or any portions thereof, are suitable for a particular purpose, or can accommodate any particular weight or size of aircraft.

2.2 Subtenant is also granted Tenant's non-exclusive right under the Lease to utilize such Airport runways, taxiways, taxi lanes, and public use aprons ("airfield areas"), and such other rights of way and access across the Airport ("Airport rights of way") as necessary for ingress and egress to the Premises, and to the extent necessary to enable Subtenant to provide the Permitted Uses from the Premises. Subtenant's use of said airfield areas and other Airport rights of way shall be on a non-exclusive, non-preferential basis with other authorized users thereof. Subtenant agrees to abide by all directives of Tenant, GJRAA, the Federal Aviation Administration ("FAA"), and any other governmental entity having jurisdiction over the Airport, governing Subtenant's use of said airfield areas and other Airport rights of way, either alone or in conjunction with other authorized users thereof.

2.3 Unless sooner terminated by agreement of Tenant and Subtenant, or under other provisions of the Lease or this Sublease, this Sublease shall terminate on the later of the Expiration Date identified above or extended Expiration Date if the term of this Sublease is extended by Subtenant as permitted in Section 1.12 hereof. If, at any time, the Expiration Date, as the same may be extended by Subtenant, is later than the then expiration date of the Lease, Tenant agrees to timely exercise the extension option(s) under the Lease necessary in order that the term of the Lease does not expire prior to the Expiration Date, as the same may be extended by Subtenant. Notwithstanding any other provision of this Sublease to the contrary, in the event the GJRAA elects not to offer Tenant any additional option pursuant to Section 3.3 of the Lease, then the Expiration Date shall not, in any event, extend beyond the latest date to which Tenant may extend the term of the Lease. Further, in the event the GJRAA provides written notice to Tenant that an additional option pursuant to Section 3.3 of the Lease is not available or will not be offered to Tenant, Tenant shall promptly provide Subtenant with written notice of the same.

2.4 Subject to the other provisions of this Sublease, Tenant hereby grants Subtenant the exclusive right to use the Premises, and all of the improvements thereon (if any), to conduct, on a non-exclusive basis at the Airport, the Permitted Uses.

2.5 Tenant and GJRAA may, at any time, inspect the Premises, and/or any improvements, fixtures or equipment thereon. Subtenant shall cooperate with any such inspection.

**Article 3: Rent, Security Deposit & Other Fees**

3.1 The ground rent for the Premises is set forth in Article 1, above.

3.2 The following provisions shall apply to the miscellaneous fees applicable to Subtenant or relating to the Premises:

3.2.1 Subtenant shall pay the GJRAA such fees as set forth in the GJRAA's Fees and Charges, a copy of which is available from the GJRAA, as the same now exists or as it may be amended from time to time, for, among other things, the usage of the Airport's disposal station by Subtenant, or by Subtenant's authorized assigns and subtenants, if any.

3.2.2 Subtenant shall pay the GJRAA the amount established by the GJRAA from time to time for stand-by services provided by the employees of the GJRAA to Subtenant, or to Subtenant's assigns and subtenants, including, but not limited to, the following stand-by services: Aircraft Rescue & Fire Fighting (ARFF); emergency first aid; custodial, maintenance and security services; and special events on Airport property.

3.2.3 Subtenant shall pay the GJRAA's landing fees for all aircraft owned or leased by Subtenant that utilize its hangar or tie-down facilities, in the amount of the landing fees required by the GJRAA's Fees and Charges, as said amount may be amended from time to time.

3.2.4 Subtenant shall pay the GJRAA such fuel flow fees for fuel purchased by Subtenant, or Subtenant's assigns or subtenants, from authorized fuel vendors on the Airport, as required by the GJRAA's Fees and Charges, as said amount may be amended from time to time. Said fuel flow fee is in addition to any gasoline taxes or fuel flow fees Subtenant may be required to pay under the State of Colorado's Aviation Fuel Tax Program or otherwise.

3.2.5 Subtenant shall pay the GJRAA for all identification badges required for use by Subtenant, or its assigns or subtenants, at a rate established by the GJRAA from time to time. Subtenant shall also pay such fees as established by the GJRAA from time to time for the replacement of said badges.

3.2.6 Subtenant shall pay the GJRAA such other fees and charges as may be imposed by the GJRAA in the future, for services and facilities provided by the GJRAA to Subtenant, or Subtenant's assigns and subtenants, on a pro rata, non-discriminatory basis with the other users of said services or facilities.

3.3 Payment of all fees owed to the GJRAA, if any, shall be made in accordance with procedures adopted by the GJRAA from time to time.

3.4 All ground rental payments shall be made to Tenant at its address listed in Article 1 or at such other address as may be specified by Tenant. All fees due to the GJRAA shall be made to the GJRAA at its address listed in Article 1, or at such other address as may be specified by the GJRAA.

3.5 Any payment due from Subtenant to the GJRAA which is not received on the due date will be subject to a late charge pursuant to the GJRAA Fees and Charges, as amended from time to time.

3.6 Any agreed upon security deposit is to be held by Tenant as security and will be for all of Subtenant's obligations hereunder. Any such security deposit shall be made at the time the Sublease is signed by the Subtenant.

#### **Article 4: Improvements**

4.1 During the term of this Sublease, Subtenant shall have the right to construct, at its own expense, improvements, alterations, or additions to the Premises, or to any improvements presently located thereon, in furtherance of Subtenant's authorized use of the Premises, provided that:

4.1.1 The improvements, alterations, and additions are performed by qualified and licensed contractors or subcontractors; and

4.1.2 Prior to the construction of any improvements, alterations or additions to the Premises including, but not limited to, new buildings, major exterior changes to any buildings, changes in pavement, fences and utility lines, interior renovations that affect the structural integrity or office and hangar configuration of any improvements:

4.1.2.1 Subtenant must submit the proposed plans, drawings, and/or specifications to GJRAA and Tenant for their review and approval; and

4.1.2.2 The GJRAA determines, in its sole discretion, that the proposed improvements, alterations, or additions are consistent with the Airport's master and land use plans, GJRAA's Development and Architectural Covenants, and GJRAA's Requirements and Minimum Standards for Services and Activities at the Airport ("Minimum Standards"), as the same may be amended from time to time.

4.1.3 Tenant must obtain the written approval of Tenant and the GJRAA before it can commence any construction of any improvements, alterations or additions to the Premises, as described in more detail above. If Subtenant begins construction of any improvements, alterations or additions to the Premises without the written approval of Tenant or the GJRAA, then Tenant and the GJRAA will have any and all available remedies and relief to them and against Subtenant, including, but not limited to, requiring Tenant to deconstruct and/or remove any unauthorized construction of any improvements, alterations, or additions to the Premises.

4.2 Subtenant shall construct all improvements, alterations, and additions to the Premises at its own expense. If Subtenant constructs improvements, alterations, and/or additions, the improvements, alterations, and additions shall be constructed at Subtenant's sole initiative and behest, and nothing herein shall be construed as an agreement by Tenant or the GJRAA to be responsible for paying for them, and neither the Premises, nor Tenant's or the GJRAA's interests in said Premises, or any improvements, alterations or additions constructed thereon, shall be

subjected to a mechanic's lien for any improvements, alterations or additions constructed by Subtenant. Tenant and/or the GJRAA may require Subtenant to post a bond, or such other security as Tenant and/or the GJRAA deems appropriate, guarantying payment for construction of the improvements, alterations or additions involved, as a condition precedent to the commencement of construction of the improvements, alterations or additions. Subtenant shall be responsible for assuring that all of said improvements, alterations and additions to the Premises are constructed in accordance with applicable local, state and federal statutes, regulations, rules, or codes. Subtenant shall reimburse Tenant and the GJRAA for all costs and expenses, including surveying and attorney's fees, that Tenant or the GJRAA incurs, (a) as a result of the fact that the improvements, additions, or alterations do not comply with local, state and federal statutes, regulations, rules, or codes, (b) in defending against, settling or satisfying any claim that Tenant or the GJRAA is responsible for paying due to the improvements, alterations, and additions to the Premises, or (c) in defending against, settling or satisfying any mechanic's lien claims, asserted as a result of non-payment for improvements, alterations, and additions to the Premises.

4.3 All existing improvements and future alterations and additions to the Premises or to improvements located on the Premises, except as provided in the immediately following two sentences, shall be Tenant's property and shall remain on the Premises at the end of the term. All additional improvements and alterations and additions to the Premises or to the improvements located on the Premises which are constructed at the sole cost and expense of Subtenant, which construction is commenced on or after the date of this Sublease, shall be the property of Subtenant during the term and any extended term of this Sublease. Upon expiration or earlier termination of the term of this Sublease, as the same may be extended, all such improvements, alterations and additions shall become the property of Tenant.

#### **Article 5: Maintenance, Utilities, and Use**

5.1 During the term of this Sublease, Subtenant shall, at its own expense, maintain and keep all portions of the Premises, any improvements, fixtures, and equipment thereon, any utility lines thereon or thereunder used by Subtenant or Subtenant's assigns or subtenants, and any of Subtenant's improvements, fixtures, or equipment located elsewhere on the Airport, in good operating and physical condition and repair. Subtenant shall repair any utility lines located on or under its Premises which are utilized by other third parties (but not by Subtenant or Subtenant's assigns or subtenants), if the damage to said utility lines was caused by Subtenant, or by Subtenant's board members, officers, agents, employees, contractors, subcontractors, assigns, subtenants, customers, guests, invitees, or anyone acting under Subtenant's direction and control.

5.2 Subtenant shall not permit any liens (including, but not limited to, liens for utilities) to be levied against the Premises and, in the event that any liens are so levied, agrees to indemnify Tenant and the GJRAA and hold them harmless for the same.

5.3 During the term of this Sublease, Subtenant shall maintain, at its expense, all portions of the Premises, any improvements, fixtures, and equipment thereon, and all of its improvements, fixtures, and equipment located elsewhere on the Airport, in a safe and clean

condition, and to not permit any unsightly accumulation of wreckage, debris, or trash where visible to the general public visiting or using the Airport. The determination of whether any accumulation is unsightly will be made in the sole discretion of the GJRAA.

5.4 Subtenant may not store items unrelated to its business at the Airport (including, but not limited to, boats, recreational vehicles, motorcycles, campers, and personal motor vehicles) on the Premises for more than two (2) weeks without the prior written consent of the GJRAA.

5.5 During the term of this Sublease, Subtenant, or Subtenant's assigns or subtenants may only use the Premises for aviation-related purposes unless otherwise approved of by Tenant, the GJRAA, the FAA, and any other applicable local, state, or federal entity or agency. Further, Subtenant will indemnify and hold Tenant and the GJRAA harmless for any penalty, fine, claim, demand, cause of action, expense, or charge Tenant or the GJRAA may incur as a result of Subtenant's or Subtenant's assigns or subtenant's failure to follow this provision.

#### **Article 6: Taxes and Assessments**

Subtenant shall timely pay all real and personal property taxes related to its operations hereunder or elsewhere; all local, state and federal income, payroll, aviation fuel and other taxes related to its operations hereunder or elsewhere; all sales and other taxes measured by or related to its sales and service revenues hereunder or elsewhere; all license fees; and any and all other taxes, charges, exactions or levies of any nature, whether general or special, which may at any time be imposed by any local, state or federal authorities having jurisdiction over Subtenant, or that become a lien upon Subtenant, Tenant, the GJRAA, the Premises, or any improvements thereon, by reason of Subtenant's activities under this Sublease or elsewhere.

#### **Article 7: Insurance**

7.1 At all times during the term of this Sublease, Subtenant shall maintain automobile, general liability, bodily injury and property damage insurance naming Tenant and the GJRAA as additional insureds covering all of the services, operations, and activities of Subtenant, and Subtenant's assigns or subtenants at the Airport. The initial amount of coverage provided to Tenant and the GJRAA shall be at least the Initial Minimum Insurance Coverage Amount, as that term is defined in Article 1, above. The GJRAA or Tenant may from time to time, in their sole discretion (which shall be reasonably exercised), increase the amount of required insurance due hereunder.

7.2 At all times during the term of this Sublease, Subtenant shall maintain such hazard insurance as necessary to cover the full replacement cost of each of the improvements Subtenant, Subtenant's assigns or subtenants, the GJRAA, or Tenant own or have constructed upon the Premises, and the proceeds of said insurance shall be used to repair or replace the improvements involved, as necessary.

7.3 Subtenant and its subcontractors shall maintain worker's compensation insurance or a self-insurance plan in accordance with the laws of the State of Colorado for all employees or

subcontractors' employees who perform any work for Subtenant in connection with the rights granted to Subtenant hereunder.

7.4 Subtenant shall provide a certificate of insurance to Tenant and the GJRAA of the kinds and amounts of said insurance coverages and shall acquire policies that shall not be subject to cancellation without at least thirty (30) days advance written notice to Tenant and the GJRAA. Such policies shall provide that they may not be materially changed or altered by the insurer during its term without first giving at least ten (10) days written notice to Tenant and the GJRAA.

7.5 The parties hereto hereby release each other from any claims for damage to the Premises and any contents thereof and any loss of income, to the extent such damages or loss are actually covered by insurance policies maintained by the parties or that would have been covered under insurance policies required of the parties under this Sublease.

#### **Article 8: Assignment and Subleasing**

8.1 Subtenant shall not assign Subtenant's interest herein without the written consent of Tenant and the GJRAA, which consent shall not be unreasonably withheld. If an assignment is made, Subtenant shall continue to be liable, jointly and severally with the assignee, for the fulfillment of all terms and conditions arising under this Sublease subsequent to the assignment, unless Tenant and the GJRAA specifically release Subtenant, in writing, for such liability for future obligations. All subsequent assignors and assignees shall be subject to this Sublease as if they were the original Subtenant/assignor

8.2 Subtenant may not sublease all or any portion of the Premises, or all or any portion of the improvements thereon, without first obtaining written consent of Tenant and the GJRAA for the sublease, which consent shall not be unreasonably withheld. Any sublease shall be in writing in the form ("Form Ground Sublease") required by the GJRAA for all subleases, as the same may be amended from time to time, or in a form specifically approved of by the GJRAA. A copy of the Form Ground Sublease is available in the GJRAA's offices. The existence of any sublease or sub-leases shall not in any way relieve Tenant from its responsibilities as to the entire Premises under this Sublease. Any default by a subtenant of its obligations to the GJRAA under the Form Ground Sublease shall constitute a default by Subtenant and Tenant of their obligations under this Sublease or the Lease. Subtenant shall not allow any subtenant to enter onto the Premises until the subtenant has signed a sublease.

8.3 Tenant's or the GJRAA's consent to one sublease or assignment shall not be construed as consent or waiver of its right to object to any subsequent sublease or assignment. Tenant's or the GJRAA's acceptance of rent from any sublessee or assignee shall not be construed to be a waiver of the GJRAA's right to void any sublease or assignment.

#### **Article 9: Compliance with Applicable Law; Environmental Covenants**

9.1 Subtenant shall observe and obey all statutes, rules, regulations, and directives promulgated by the GJRAA and other appropriate local, State, and Federal entities having jurisdiction over the Airport, including the FAA, Transportation Security Administration (“TSA”) and the Environmental Protection Agency (“EPA”). Subtenant further agrees to perform all of its operations authorized hereunder in accordance with all of the terms and conditions of the GJRAA's Requirements and Minimum Standards for Services and Activities for the Grand Junction Regional Airport ("Minimum Standards"), Development and Architectural Covenants ("Architectural Standards"), Fees and Charges ("GJRAA's Fees and Charges"), AOA Safety Procedures ("Safety Procedures"), Fuel Handling and Storage Procedures ("Fuel Procedures"), and Noise Compatibility Procedures ("Noise Procedures"), as the same now exist and as they may be amended from time to time. Copies of each of these documents are available from the GJRAA at the GJRAA's office, the address of which is set forth in Article 1, hereof. Notwithstanding the foregoing to the contrary, if any inconsistency exists between the terms of this Sublease, and the terms of the Minimum Standards, Architectural Standards, the GJRAA's Fees and Charges, Safety Procedures, Fuel Procedures, and/or Noise Procedures, the terms of this Sublease shall control. Subtenant further agrees to comply with all oral and written directives of the GJRAA regarding Subtenant's use of the Premises, the Airport's airfield areas, and other common areas elsewhere on the Airport.

9.2 Should Subtenant, or Subtenant's board members, officers, agents, employees, customers, guests, invitees, subtenants, assigns, contractors, or subcontractors violate any local, State, or Federal law, rule, or regulation applicable to the Airport, and should said violation result in a damage award, citation, or fine against Tenant and/or the GJRAA, then Subtenant shall fully reimburse Tenant and/or the GJRAA for said damage award, citation, or fine and for all costs and expenses, including reasonable attorney's fees, incurred by Tenant or the GJRAA in defending against or satisfying the award, citation or fine.

9.3 This Sublease shall also be subject and subordinate to the requirements of any existing or future contracts or agreements between the GJRAA and Federal, State, or local governments, or any agencies thereof, and to the requirements of any Federal, State, or local statutes, regulations, or directives governing the operation of the Airport, and the GJRAA shall not owe any damages to Subtenant, such as lost profits or revenues, as a result of its compliance with said contracts, statutes, rules, or directives. The GJRAA shall also be excused from its obligations to pay Subtenant eminent domain compensation under Article 12, below, or to provide substitute leasehold premises pursuant to Article 13, below, unless the payment of said proceeds or provision of substitute premises is specifically directed by the contract, statute, regulation or directive involved.

9.4 Subtenant shall use propylene glycol as a deicing agent unless Subtenant receives written authorization or instruction from the GJRAA to use a different deicing agent.

9.5 Subtenant is wholly and completely responsible for security of the gates, doors or other entryway leading to the Airport's air operations areas from the Premises.

9.6 Subtenant shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Premises by Subtenant, Subtenant's agents, employees, contractors or invitees, without the prior written consent of the GJRAA and Tenant, except for substances and in quantities usually and customarily used in airport hangar operations. If Subtenant breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material on the Premises caused or permitted by Subtenant results in contamination of the Premises, then Subtenant shall indemnify, defend and hold Tenant and the GJRAA harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises, damages, arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorney fees, consultant fees and expert fees) which arise during or after the lease term as a result of such contamination. This indemnification of Tenant and the GJRAA by Subtenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local government agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Premises. Further, Subtenant's indemnity obligations hereunder are not limited by any insurance coverage Subtenant may have. Without limiting the foregoing, if the presence of any Hazardous Material on the Premises caused or permitted by Subtenant results in any contamination of the Premises, Subtenant shall promptly take all actions at its sole expense as are necessary to return the Premises to the condition existing prior to the introduction of any such Hazardous Material to the Premises, provided that Tenant's and GJRAA's approval of such actions shall first be obtained. Subtenant's obligations set forth in this Article 9 shall survive the termination of this Sublease. Tenant's obligations set forth in this Article 9 shall also survive the termination of this Sublease.

9.7 As used in Paragraph 9.6, above, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of Colorado or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance that is (i) defined as a "hazardous substance" under appropriate state law provisions; (ii) petroleum; (iii) asbestos; (iv) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. ' 1321); (v) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act (42 U.S.C. ' 6903); (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. ' 9601); (vii) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks) (42 U.S.C. ' 6991); or, (viii) lavatory waste.

9.8 Upon Tenant's or the GJRAA's request, Subtenant shall provide Tenant or the GJRAA with written certification from a licensed environmental consulting or engineering firm that the Premises are not contaminated with any Hazardous Material.

**Article 10: Nondiscrimination**

10.1 Subtenant, for Subtenant, Subtenant's personal representatives, successors in interest, and assigns, as part of the consideration hereof, warrants that (1) no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the Premises and any improvements thereon on the grounds of race, color, religion, sex, age, disability, or national origin; (2) no person on the grounds of race, color, religion, sex, age, disability, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of any improvements on, over, or under the Premises and the furnishing of services therein; and (3) Subtenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

10.2 Subtenant shall make and/or furnish its accommodations and/or services on a fair, equal, and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided that Subtenant may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar type of price reductions to volume purchasers.

10.3 This Sublease is subject to the requirements of the U.S. Department of Transportation's regulations governing nondiscrimination. Subtenant agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, age, religion, sex, or disability, in connection with the award or performance of any operating agreement relating to this Sublease. Subtenant further agrees to include the preceding statements in any subsequent sub-operating agreements at the Airport that Subtenant enters into and to cause those businesses to similarly include the statements in further agreements, as required by any applicable rules, regulations and directives.

10.4 Non-compliance with subparagraphs 10.1, 10.2, and 10.3 above, after written finding, shall constitute a material breach thereof and, in the event of such non-compliance, Tenant or the GJRAA shall have the right to terminate this Sublease and the estate hereby created without liability therefor or at the election of the GJRAA or the United States either or both said governments shall have the right to judicially enforce said subparagraphs 10.1, 10.2, and 10.3.

10.5 Subtenant assures that it shall undertake an affirmative action program if so required by 14 CFR Part 152, Subpart E, to insure that no person shall be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E on the grounds of race, creed, color, religion, national origin, age, disability, or sex. Subtenant assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Subtenant assures that Subtenant shall require that Subtenant's covered sub-organizations, sub-Subtenants and assignees provide assurances to Subtenant that they similarly shall undertake affirmative action programs and that they shall require assurances from their sub-organizations, if so required by 14 CFR Part 152, Subpart E, to the same effect.

**Article 11: Indemnity of Tenant and the GJRAA**

11.1 Subtenant shall and hereby agrees to indemnify and forever save Tenant, the GJRAA, any heirs, successors, assigns, or legal representatives, board members and employees of the GJRAA or Tenant and the Premises free and harmless from and against:

11.1.1 Any and all liability, penalties, losses, damages, costs and expenses, causes of action, claims, or judgments arising from or growing out of any injury or injuries to any person or persons or any damage or damages to any property as a result of any accident or other occurrence during the term of this Sublease occasioned by any act or acts, omission or omissions of the Subtenant, Subtenant's officers, employees, agents, servants, subtenants, concessionaires, licensees, contractors, invitees, or permittees, or arising from, growing out of, or in any way related to the use, maintenance, occupation, or operation of the Premises during the term of this Sublease;

11.1.2 From and against all legal costs, expenses, and charges, including reasonable attorneys' fees, incurred in and about such matters and the defense of any action arising out of the same or in discharging the Premises or any part thereof from any and all liens, charges, or judgments which may accrue or be placed thereon by reason of any act or omission of the Subtenant or Subtenant's agents, employees, representatives, assigns, contractors, subcontractors, subtenants, licensees, invitees, or by any or person or entity in any way related to Subtenant; and

11.1.3 From any liability on account of or in respect or any mechanic's lien or liens in the nature thereof for work and labor done or materials furnished at the instance and request of the Subtenant in, on, or about the Premises and, accordingly, Subtenant will either satisfy any such lien or, if Subtenant disputes the validity thereof, will defend any action for the enforcement thereof (and if Subtenant loses any action, will cause such lien to be satisfied and released).

11.2 Notwithstanding any other provision of this Sublease to the contrary, Subtenant shall and hereby agrees to indemnify and forever save Tenant and its successors, assigns, members, managers, agents and employees free and harmless from and against any and all liabilities, penalties, losses, damages, costs and expenses, causes of action, claims or judgments, including reasonable attorneys' fees and costs, arising from or growing out of Subtenant's operations on the Premises, and from Subtenant's performance or failure to perform any of Tenant's duties and obligations under the Lease which are to be performed during the term of this Sublease.

11.3 Subtenant's indemnity obligations under this section shall be supported by insurance, but this insurance requirement shall be a separate and distinct obligation from Subtenant's indemnity obligations, and the insurance and indemnity obligations shall be separately and independently enforceable. Further, Subtenant's indemnity obligations hereunder are not limited by any insurance coverage Subtenant may have.

**Article 12: Eminent Domain**

12.1 In the event that all or any portion of the Premises is taken for any public or quasi-public purpose by any lawful condemning authority, including the GJRAA, exercising its powers of eminent domain (or in the event that all or any portion of the Premises is conveyed to such a condemning authority in settlement and acceptance of such condemning authority's offer to purchase all or any portion of the Premises in connection with its threat to take said areas under power of condemnation or eminent domain), the proceeds, if any, from such taking or conveyance shall be allocated between Tenant, the GJRAA and Subtenant according to the applicable Colorado law of eminent domain. If a portion of the Premises is so taken or sold, and as a result thereof, the remaining part cannot be used reasonably to continue the authorized purposes contemplated by this Sublease in an economically viable manner, then this Sublease shall be deemed terminated at the end of a period of sixty (60) days following said taking or conveyance. In that event and at that time, Subtenant shall surrender the Premises to Tenant and all of Tenant's fixtures and personal property thereon, and Subtenant may remove its improvements, fixtures and personal property located upon the Premises, in accordance with the provisions of this Sublease. No severance damages shall be paid by Tenant or the GJRAA to Subtenant as the result of the condemnation nor shall any damages be paid to Subtenant as the result of the termination of this Sublease.

12.2 The GJRAA may grant or take easements or rights-of-way across the Premises if it determines it is in its best interests and in accordance with applicable Colorado law of eminent domain. If the GJRAA grants or takes such an easement or right-of-way across any of the Premises, Subtenant shall be entitled to compensation in accordance with applicable Colorado law of eminent domain.

### **Article 13: Substitution of Premises**

13.1 Subtenant acknowledges that in addition to the GJRAA's other rights set forth in this Sublease, the GJRAA has the right (but not the obligation) to substitute Comparable Areas for all or any portion of the Premises, and any additions, alterations or improvements thereon, should the GJRAA, in its sole discretion, determine that taking of the Premises, any portion thereof, or any improvement thereon, is required for other Airport purposes. In the event that the GJRAA elects to exercise its right to substitute, all title, right and interest to the portion of Premises taken shall immediately vest in the GJRAA. Furthermore, the GJRAA may require Subtenant to vacate the portion of the Premises taken. For the purposes of this Article 13, the term "Comparable Areas" is defined to mean a parcel of land within the Airport, or any additions or extensions thereof, similar in size to the Premises and brought to the same level of improvement as the Premises. The GJRAA shall bear all expenses of bringing the substituted area to the same level of improvement as the Premises, and of moving Subtenant's improvements, equipment, furniture, and fixtures to the substituted area. If any of Subtenant's improvements, equipment, furniture, or fixtures cannot be relocated, the GJRAA shall replace, at the GJRAA's expense, such non-relocatable improvements and other property with comparable property in the Premises, and the GJRAA shall be deemed the owner of the non-relocated improvements and other property, free and clear of all claims of any interest or title therein by Subtenant, or any other third party whomsoever. It is the specific intent of this subparagraph that Subtenant be placed, to the extent possible, in the same position it would have been, had new premises not been substituted for the Premises; provided,

however, that the GJRAA shall not be obligated to reimburse Subtenant for any damages, including lost profits or revenues, due to such substitution.

13.2 Nothing in subparagraph 13.1, above, shall be construed to adversely affect the GJRAA's rights to condemn Subtenant's leasehold rights and interests in the Premises, and improvements thereon, should the GJRAA, in its sole discretion, determine that it requires all or any portion of the Premises, and improvements thereon, for other Airport purposes. The GJRAA may, at its sole discretion, exercise its leasehold condemnation rights under Article 12, above, in lieu of the GJRAA's substitution rights set forth in subparagraph 13.1, above. Nothing in this Article 13 shall be construed as a promise by the GJRAA to substitute Comparable Areas for the Premises. In the event the GJRAA proceeds by way of condemnation, subparagraph 13.1 shall not apply, and Subtenant shall be entitled to compensation for its leasehold interests in that portion of the Premises, and improvements thereon, so taken, in accordance with applicable Colorado condemnation law.

#### **Article 14: Airport Development Rights; Emergency Use of Premises**

14.1 Subtenant acknowledges that in addition to the GJRAA's other rights set forth in this Sublease, the GJRAA may further develop or improve all areas within the Airport, including landing areas, as the GJRAA may determine, in its sole discretion, to be in the best interests of the Airport, regardless of the desires or views of Subtenant, and without further interference or hindrance from Subtenant. Furthermore, the GJRAA may from time to time increase or decrease the size or capacity of any airfield areas and Airport rights of way/facilities (other than the Premises), make alterations thereto, reconstruct or relocate them, modify the design and type of construction thereof, or close them, or any portion or portions of them, either temporarily or permanently, without being liable for any damages, including lost profits or revenues, that may be caused Subtenant thereby, and without being deemed to have terminated this Sublease as a result thereto.

14.2 Subtenant hereby permits the GJRAA to utilize all, or a portion of, the Premises, as well as the public airfield areas and any other parts of the Airport, should an emergency or other unforeseen circumstance arise at the Airport, and should the GJRAA determine, in its sole discretion, that the GJRAA needs to utilize all or a portion of the Premises, or other areas of the Airport, for business, media, first aid, or other purposes, during the pendency of said emergency or other unforeseen circumstance. The GJRAA shall use best efforts to attempt to locate alternative space on the Airport from which Subtenant may conduct Subtenant's business, while the GJRAA is utilizing all or a portion of the Premises during the pendency of the emergency or unforeseen circumstances. If the GJRAA is not able to find alternate space on the Airport from which Subtenant may conduct Subtenant's business during said emergency or unforeseen circumstances, then Subtenant shall be entitled to an abatement of ground rent, allocable to that portion of the Premises utilized by the GJRAA, for the length of time the GJRAA utilizes said portion of the Premises. Finally, regardless of whether the GJRAA is able to locate alternate premises on the Airport for Subtenant to conduct Subtenant's business, Subtenant shall not be entitled to any damages, including lost profits or revenues from the GJRAA, as a result of the GJRAA's utilization

of the Premises or other areas of the Airport during the emergency or unforeseen circumstances involved, and Subtenant shall continue to owe the GJRAA and/or Tenant all landing fees and other fees and charges that accrue during said period.

**Article 15: Cooperation with Tenant in Collecting Fees**

15.1 Subtenant understands that commercial ground transportation operators who pick up their patrons at the Premises must pay access fees, as well as other fees and charges, to the GJRAA, pursuant to the GJRAA's Fees and Charges, as they may be amended from time to time. Accordingly, in order to assist the GJRAA in determining the fees owed to the GJRAA by said ground transportation operators, Subtenant will, to the best of Subtenant's ability, provide in writing to the GJRAA on or before the fifth (5th) day of each month, the following information for each non-local taxicab, for-hire van, for-hire luxury limousine, for-hire people mover, for-hire bus, local hotel/motel courtesy vehicles, and off-Airport rental car operators (i.e., for each ground transportation vehicle operator other than local taxicab or on-Airport rental car operators) that picked up a ground transportation customer on the Premises during the preceding month:

15.1.1 the name, business address, and telephone number of each operator involved; and

15.1.2 the date and time of each customer picked up by each such operator during the preceding month.

15.2 Subtenant shall provide to the GJRAA or third party governmental agency involved such additional information or clarifications as the GJRAA or governmental agency may request, to (a) enable the GJRAA to calculate the landing fees, access fees, and other fees owed by aircraft and ground transportation operators to the GJRAA pursuant to the GJRAA's Fees and Charges, as the same may be amended from time to time; (b) further the GJRAA's ability to market, promote and manage the Airport; or (c) to comply with governmental monetary collections and reporting requirements. Any subsequent changes or corrections in the information provided by Subtenant shall be reported to the GJRAA and/or governmental agency involved within seven (7) days of Subtenant's discovery of said changes or corrections.

15.3 Subtenant shall not provide any storage or other services authorized hereunder to any aircraft operator, or permit a ground transportation operator to access its Premises to pick-up or drop off a ground transportation patron, if said aircraft or ground transportation operator is more than ninety (90) days delinquent in any monies owed to the GJRAA, and the GJRAA has sent written notice to Subtenant instructing Subtenant to cease providing its services or access to said operator.

15.4 Subtenant shall comply with such other statutes, regulations, and directives regarding the collection, payment, and reporting of such taxes, fees, and other charges applicable to or for the benefit of the Airport, in the future.

**Article 16: Signs**

No exterior signs, logos, or advertising displays identifying Subtenant or its assigns, subtenants, or customers shall be painted on or erected in any manner upon the Premises, or in or on any improvements or additions upon the Premises, without the prior written approval of Tenant and the GJRAA, which approval shall not be unreasonably withheld. Any such signs, logos, or advertising shall conform to reasonable standards to be established by Tenant and the GJRAA, with respect to type, size, design, materials and location. All signs shall comply with all applicable city, county, state, and federal rules, regulations, and laws.

**Article 17: Damage to Airport; Waste**

17.1 Subtenant shall be liable for any damage to the Airport and to any improvements thereon caused by Subtenant, or by Subtenant's board members, officers, agents, employees, contractors, subcontractors, assigns, subtenants, guests, invitees, or anyone acting under its direction and control, ordinary wear and tear excepted. All repairs for which Subtenant is liable shall be made, at the GJRAA's option, (a) by Subtenant at its own expense, provided that said repairs are made timely and to the GJRAA's satisfaction as to the quality of repair or, if not timely or satisfactorily made by Subtenant, then by the GJRAA at Subtenant's expense or (b) by Tenant at Subtenant's expense.

17.2 Subtenant may not commit waste upon the Premises. Additionally, Subtenant may not conduct mining or drilling operations, remove sand, gravel, or kindred substances from the ground, commit waste of any kind, nor in any manner that changes the contour or condition of the Premises without prior written permission of Tenant and the GJRAA.

**Article 18. Quiet Enjoyment**

Tenant expressly covenants and represents that upon payment of fees when due and upon timely performance of all other conditions required herein, Subtenant shall peaceably have, possess and enjoy the Premises and all other rights herein granted, without hindrance or disturbance from Tenant, subject to Tenant's rights contained elsewhere in this Sublease. Notwithstanding the provision set forth in the preceding sentence or any other provision of this Sublease, the GJRAA, Tenant, and any of their tenants shall have the right to traverse the Premises if the GJRAA, in its sole discretion, believes that such traversing is necessary or desirable for the efficient operations by the GJRAA, Tenant, or the other tenants. Further, and notwithstanding anything to the contrary in this Sublease, Subtenant acknowledges and agrees to GJRAA's reservation of the right to use the roadway crossing a portion of the Premises as set forth in Section 5 of the Second Amendment to the Aeronautical Use Ground Lease between GJRAA and Tenant.

## **Article 19: Surrender Upon Termination; Holding Over**

19.1 Upon the expiration or sooner termination of this Sublease, Subtenant shall peaceably surrender to Tenant possession of the Premises, together with any improvements, fixtures, or personal property of Tenant and/or the GJRAA thereon in as good a condition as the Premises, and improvements, fixtures, and personal property were initially provided to Subtenant, ordinary wear and tear excepted, without any compensation whatsoever, and free and clear of any claims of interest of Subtenant or any other third party whomsoever.

19.2 Subject to Tenant's and/or the GJRAA's lien rights under applicable Colorado law and Section 4.3, upon expiration or sooner termination of the Lease, Subtenant shall have thirty (30) days from such date of expiration or termination to remove from the Premises all personal property, improvements, and fixtures belonging to Subtenant, its customers, or any third parties. Following its removal of any improvements, fixtures or other personal property from the Premises or from any improvement on the Premises, Subtenant shall restore the Premises, and other improvements from which the fixtures or property were taken, to good condition and repair. Following the exercise of its right to remove any improvement from the Premises, Subtenant shall restore the Premises upon which such removed improvements were located to a flat and level condition, and if paved, then re-paved to the same depth and specifications as existing at the expiration or sooner termination of this Sublease. Title to all personal property, fixtures, and improvements not removed by Subtenant from the Premises within thirty (30) days of the expiration or sooner termination of this Sublease, including any building it has constructed thereon shall automatically vest in Tenant, without payment by Tenant to Subtenant of any compensation whatsoever, and said personal property, fixtures, and improvements shall thereafter be owned by Tenant free and clear of any claim of interest by Subtenant or of any third party whomsoever. Tenant also shall receive the standard rental payment from Subtenant for the use of the Premises for the personal property, fixtures, and improvements thereon until such time as Subtenant removes said personal property, fixtures, and improvements from the Premises, or Subtenant provides Tenant with written notice of its decision not to remove said personal property, fixtures, and improvements from the Premises.

19.3 If Subtenant holds over or remains in possession or occupancy of the Premises after the expiration of this Sublease without any written renewal thereof, such holding over or continued possession or occupancy shall not be deemed as a renewal or extension of this Sublease, and it shall create only a tenancy from month to month which may be terminated at any time by Tenant or the GJRAA upon thirty (30) days written notice. Such holding over shall otherwise be upon the same terms and conditions as set forth in this Sublease.

## **Article 20: Default and Remedies**

20.1 The Subtenant shall be in default of this Sublease upon the happening of any of the following events or conditions ("Events of Default"):

20.1.1 Default by Subtenant or any of its assignees or subtenants in payment or performance of any obligation, covenant or liability contained or referred to in the Lease or this Sublease.

20.1.2 The Subtenant's death, legal incapacity, dissolution, or termination of existence, insolvency, business failure, appointment of a receiver for or the commencement of any proceedings under any bankruptcy or insolvency laws by or against the Subtenant, or the general assignment of Subtenant's rights, title and interest hereunder for the benefit of creditors;

20.1.3 The Premises being left vacant or unoccupied or apparently abandoned by Subtenant for a period of 30 days.

20.1.4 The placement or assertion of any mechanics' lien or other lien on the Premises due to any act or omission by Subtenant or those claiming under Subtenant.

20.2 Upon an Event of Default, Tenant and/or the GJRAA shall have the right to, and at their option may, exercise any one or more of the following rights and remedies, each of which shall be cumulative and in addition to all other rights and remedies authorized by law or equity:

20.2.1 Tenant and/or the GJRAA may, with or without terminating this Sublease, bring and maintain any action for any amount due and unpaid and/or for specific performance. Tenant's and/or the GJRAA's damages shall be the total of all rent and cost and expenses of performance of all other covenants of the Subtenant as herein provided due or to become due for the remainder of the lease term together with Tenant's and/or the GJRAA's costs, including reasonable attorneys' fees, incurred in retaking possession of the Premises and bringing the action. Tenant shall have the sole discretion to determine the terms and conditions of reletting the Premises.

20.2.2 Tenant and/or the GJRAA may reenter and take possession of the Premises, remove all persons and property therefrom, and declare this Sublease and the leasehold estate hereby created to be, and thereupon the same shall be and become, terminated and ended.

20.2.3 Tenant and/or the GJRAA may, at their option, with or without declaring this Sublease or the leasehold estate created hereby terminated or ended, occupy the Premises or cause the Premises to be redecorated, altered, divided, consolidated with other adjoining premises, or otherwise changed or prepared for reletting, and may relet the Premises or any part thereof in order to mitigate Tenant's and/or the GJRAA's damages. The terms and conditions of such reletting shall be in the discretion of Tenant and the GJRAA. All rent received by Tenant and/or the GJRAA for the remainder of the lease term shall be applied first to the payment of expenses that Tenant and/or the GJRAA may have incurred in connection with recovery of possession of the Premises and/or preparing it for reletting, and the reletting, including brokerage and reasonable attorneys' fees, and then to the payment of amounts equal to the rent hereunder and the costs and expense of performance of the other covenants of Subtenant as herein provided. Subtenant shall, whether or not Tenant or the GJRAA has relet, pay Tenant or the GJRAA all rent and other sums herein agreed to be paid by Subtenant, less the net proceeds of the reletting, if any, as ascertained from time to

time, and the same shall be payable by Subtenant upon demand. If Tenant or the GJRAA elects, pursuant hereto, to actually occupy and use the Premises or any part thereof during any part of the balance of the lease terms as originally fixed or since extended, there shall be allowed against Subtenant's obligation for rent or other charges as herein defined, during the period of Tenant's or the GJRAA's occupancy, the reasonable value of such occupancy, not to exceed in any event the rent herein reserved, and such occupancy shall not be construed as a release of Subtenant's liability hereunder.

20.2.4 Tenant and/or the GJRAA may, on reasonable notice to Subtenant (except that no notice need be given in case of emergency), cure any breach at the expense of Subtenant and the cost of such cure, including attorneys' fees incurred by Tenant and/or the GJRAA in doing so, shall be deemed additional rent payable on demand.

20.3 In the event Tenant and/or the GJRAA relets the Premises, any and all of Subtenant's improvements, structures, furniture, furnishings, equipment, and trade fixtures that are in or on or about the Premises may be used by Tenant, the GJRAA or a new Subtenant until the expiration of the natural term without any liability for rent, compensation, or other charge therefor; however, if, on the expiration of the natural term or on an earlier termination of this Sublease, the total net amount so collected or received by Tenant or the GJRAA from and through any such reletting or operation has exceeded the total amount accrued and due and unpaid from the Subtenant, then such excess shall be applied to the Subtenant.

20.4 Whenever a right of reentry is given to Tenant or the GJRAA by the terms of this Sublease or the terms of the Lease, Tenant or the GJRAA may exercise the same by agent or attorney, and with or without legal process, such process and demand for possession of the Premises being expressly waived by Subtenant, and Tenant or the GJRAA may use all force necessary to make such entry and/or hold the Premises after such entry and/or to remove Subtenant and/or any other person and property from the Premises; and Tenant or the GJRAA shall be entitled, on application to a court of competent jurisdiction, to have a receiver appointed in aid of the enforcement of any remedy herein provided.

20.5 Subtenant waives all right of redemption to which Subtenant or any person claiming under Subtenant may be entitled by any law now or hereafter enforced.

20.6 Tenant's or the GJRAA's retaking of possession of the Premises shall not constitute acceptance of surrender, eviction, or forfeiture of the Sublease. Tenant and Subtenant hereby expressly agree that if, after Subtenant's default, Tenant or the GJRAA retakes possession of the Premises, Subtenant shall remain liable for all unaccrued rent, and all other obligations of this Sublease for the remainder of the lease term; notwithstanding Tenant's or the GJRAA's reentry. Upon default, Tenant or the GJRAA may exercise any of the remedies specified herein and/or in the Lease.

20.7 Any defaults by either of the parties in the performance of any of the terms and conditions contained herein shall be excused where due to force majeure, which, among other

things, shall include natural catastrophes such as hurricanes, tornadoes, or floods, acts of God, acts of war, and governmental statutes, regulations, directives, or contracts governing the operation of the Airport, with which Tenant, the GJRAA, or Subtenant must comply.

**Article 21: Representations Regarding Legalities**

21.1 All notices and communications hereunder shall be given by (a) hand delivery, (b) depositing the same in the United States mail, postage prepaid, registered or certified mail, or (c) nationally recognized overnight express service which provides for written acknowledgment of receipt, and addressed to the relevant addresses as set forth in Article 1, above, or to such other address as either party may by notice in writing given to the other, respectively, specify. Notices shall be deemed given on the date of hand delivery, or on the date of receipt from mailing or deposit with the express service company. Notice given in a manner other than as specified herein shall be ineffective.

21.2 Subtenant's interest in the Premises shall be subordinated to those of any existing or future lender holding a mortgage or deed of trust on the Premises, and Subtenant will, at Tenant's or the GJRAA's request, sign such subordination agreements or statements as such lenders may from time to time require.

21.3 The failure of either party or the GJRAA to insist upon the strict and prompt performance of any of the terms, covenants, agreements, and conditions herein contained shall not constitute or be construed as a waiver or relinquishment of the GJRAA's or the party's right or rights thereafter to enforce any term, covenant, agreement, or condition, but the same shall continue in full force and effect. The waiver of any breach of any term, covenant, agreement, or condition herein contained by either party shall not be construed to be a waiver of any subsequent breach of the same or any other term, covenant, agreement, or condition.

21.4 This Sublease constitutes the entire agreement of the parties. Modifications or amendments to this Sublease shall be effective only if made in writing and executed by all the parties hereto with the same formality as and by making reference to this Sublease. This Sublease shall replace and supersede all prior leases, amendments and addenda thereto and any other agreements between the parties hereto and any other agreements between the parties with respect to the Premises, all of which shall be deemed terminated upon mutual execution of this Sublease.

21.5 Time shall be of the essence of this Sublease, and the terms hereof shall be binding upon the heirs, personal representatives, and assigns of each of the parties hereto.

21.6 The article or other headings employed in this Sublease are for convenience of reference only. Such headings shall not be interpreted as enlarging or limiting the meaning of any portion of this Sublease.

21.7 Subtenant represents that Subtenant is the owner of, or is fully authorized to use any and all services, processes, machines, articles, marks, names, or slogans used by Subtenant in

Subtenant's operations under this Sublease. Subtenant shall save and hold Tenant and the GJRAA, as well as their Board members, officers, employees, agents, and representatives, free and harmless against any loss, liability, expense, suit, or claim for damages in connection with any actual or alleged infringement of any patent, trademark, or copyright, or from any claim of unfair competition or other similar claim, arising out of Subtenant's operations under, or in connection with, this Sublease.

21.8 Subtenant shall pay all legal and surveying fees and costs associated with the rental of the Premises under this Sublease or any addendum hereto. Furthermore Subtenant shall assist in any way Tenant or the GJRAA deems advisable in preparing, executing or recording a Memorandum of Sublease relating to this Sublease.

21.9 If any term or condition of this Sublease or the application thereof to any person or event shall to any extent be deemed invalid and unenforceable, the remainder of this Sublease and the application of such term, covenant, or condition to persons or events other than those to which it is held invalid or unenforceable shall not be affected and each term, covenant, and condition of this Sublease shall be valid and be enforced to the fullest extent permitted by law.

21.10 Tenant expressly covenants and represents that it is the lessee of the Premises, and has the right to enter into this Sublease and grant the rights contained herein to Subtenant. With respect to Subtenant, the undersigned warrants and represents he/she is authorized to execute this Sublease on Subtenant's behalf, and Subtenant shall be bound as a signatory to this Sublease by his/her execution of this Sublease.

21.11 Should Subtenant breach any of its obligations hereunder, Tenant or the GJRAA may, nevertheless, thereafter accept from Subtenant any payment or payments due hereunder, and continue this Sublease in effect, without in any way waiving Tenant's or the GJRAA's right to exercise and enforce all available default rights hereunder, or any other remedies provided by law, for said breach.

21.12 The parties agree that Tenant and the GJRAA are not in any way or for any purpose partner or joint venturers with, or agent of, Subtenant in its use of the Premises or any improvements thereon.

21.13 If litigation is required to interpret or enforce this Sublease, the prevailing party (*i.e.* the GJRAA, Subtenant or Tenant) shall be awarded their reasonable attorney's fees, costs and other expenses incurred in addition to any other relief it receives.

21.14 The other documents referenced in this Sublease (*i.e.* the Minimum Standards, Architectural Standards, GJRAA's Fees and Charges, Safety Procedures, Fuel Procedures, and Mandatory Sublease Provisions) are integral parts of this Sublease and Subtenant is bound by the terms set forth therein. It is Subtenant's responsibility to obtain copies of those documents from Tenant or the GJRAA.

21.15 This Sublease shall be interpreted in accordance with the laws of the State of Colorado and applicable federal law. Should either party or the GJRAA believe it necessary to file suit to interpret or enforce any provisions of this Sublease, the exclusive venue and jurisdiction for said lawsuit shall be in the Mesa County, Colorado, District Court, or if federal court jurisdiction would be appropriate, then in either the Mesa County, Colorado, District Court or the Federal District Court in Denver.

21.16 The parties intend the GJRAA to be a third party beneficiary of this Sublease.

21.17 Nothing in this Sublease shall limit or amend in any way the terms of, or the Tenant's liability to the GJRAA under, the Lease executed by the Tenant and the GJRAA, and as to the Premises described in this Sublease, Subtenant agrees to perform all of Tenant's obligations under said Lease.

21.19 Nothing in this Agreement shall be construed or interpreted in any manner whatsoever as limiting, relinquishing, or waiving any rights of ownership enjoyed by the GJRAA in its property, or in any manner waiving or limiting the GJRAA's control over the operation, maintenance, and general administration of the GJRAA's property or operations, nor in derogation of, such governmental rights as the GJRAA possesses, except as is specifically provided herein. Upon termination of this Agreement, all rights of Subtenant with respect to the use of the Airport as granted herein shall at once cease and terminate.

21.20 Nothing contained in this Sublease shall be deemed or construed to nullify, restrict, or modify, in any manner, the provisions of any other leases or contracts between the GJRAA and any other person or entity.

21.21 It is hereby agreed that nothing contained herein shall be construed to grant or authorize the granting of an exclusive right prohibited by Section 308 of the Federal Aviation Act of 1958, as amended, and the GJRAA reserves the right to grant to others the privilege and right of conducting any one or all activities that are aeronautical in nature.

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

21.23 Any payment obligation or repair obligation that exists as of the termination or cancellation of this Sublease shall extend until the obligation is satisfied. All of the provisions, covenants, and stipulations in this Sublease shall extend to and bind the legal representatives, successors and assigns of Subtenant.

21.24 Subtenant expressly agrees to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the Airport or otherwise constitute an airport hazard.

21.25 Subtenant expressly agrees to restrict the height of structures, objects of natural growth, and other obstructions on the Premises to such a height so as to comply with Federal Aviation Regulations, Part 77.

21.26 But for a requirement by the State of Colorado, both Tenant and Subtenant agree to refrain from any exploratory (ground penetrating) environmental testing until April 1, 2020 without first obtaining the mutual written consent of the parties. Further, Subtenant shall, at its sole cost, maintain during the entire term, as it may be extended, Pollution Legal Liability Insurance with limits, deductible and breadth of coverage as covered by the current policy in place with Allied World Insurance Company, Policy Number 0309-3346 including maintaining the retro date and maintaining the coverage the policy currently provides with respect to new conditions as well as the current pre-existing conditions coverage for claims initiated by a governmental entity only that the insured is legally obligated to pay and also including the Tenant and GJRAA as named insureds under the policy.

21.27 Subtenant agrees to provide Tenant with audited financial statements, consisting of a Profit & Loss Statement and a Balance Sheet (the "Financial Statements"), on an annual basis upon completion thereof, within a reasonable time frame after the expiration of each calendar year of Subtenant, but in no event later than May 1<sup>st</sup> of each calendar year. If Tenant desires to share the Financial Statements with any third party, Tenant shall promptly notify Subtenant of its request to disclose the Financial Statements, which such request shall include the name of the third party the Tenant wishes to disclose such Financial Statements to and a brief description of the purpose for such disclosure. Within a reasonable time frame, Subtenant shall notify Tenant as to whether it approves or disapproves of such request, with such approval or disapproval not to be unreasonably withheld, conditioned or delayed. Prior to Tenant's sharing of the Financial Statements with any third party, such third party shall execute a non-disclosure agreement in a form reasonably approved by Subtenant.

Done and entered into on the date first above written.

TENANT:  
JUNCTION AEROTECH, LLC  
By: FDSL, LLC, Managing Member of Junction  
AeroTech, LLC

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Its: Manager

SUBTENANT:  
WEST STAR AVIATION, LLC

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

GJRAA hereby consents to this Sublease, and represents and warrants to Subtenant that as of the date of its signature below, the Lease is in full force and effect and that Tenant is not in default under the Lease.

Agreed, Acknowledged and Consented to:

GRAND JUNCTION REGIONAL AIRPORT  
AUTHORITY

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

**EXHIBIT A**  
**Description of the Premises**

**WEST STAR AVIATION**  
**Buildings**

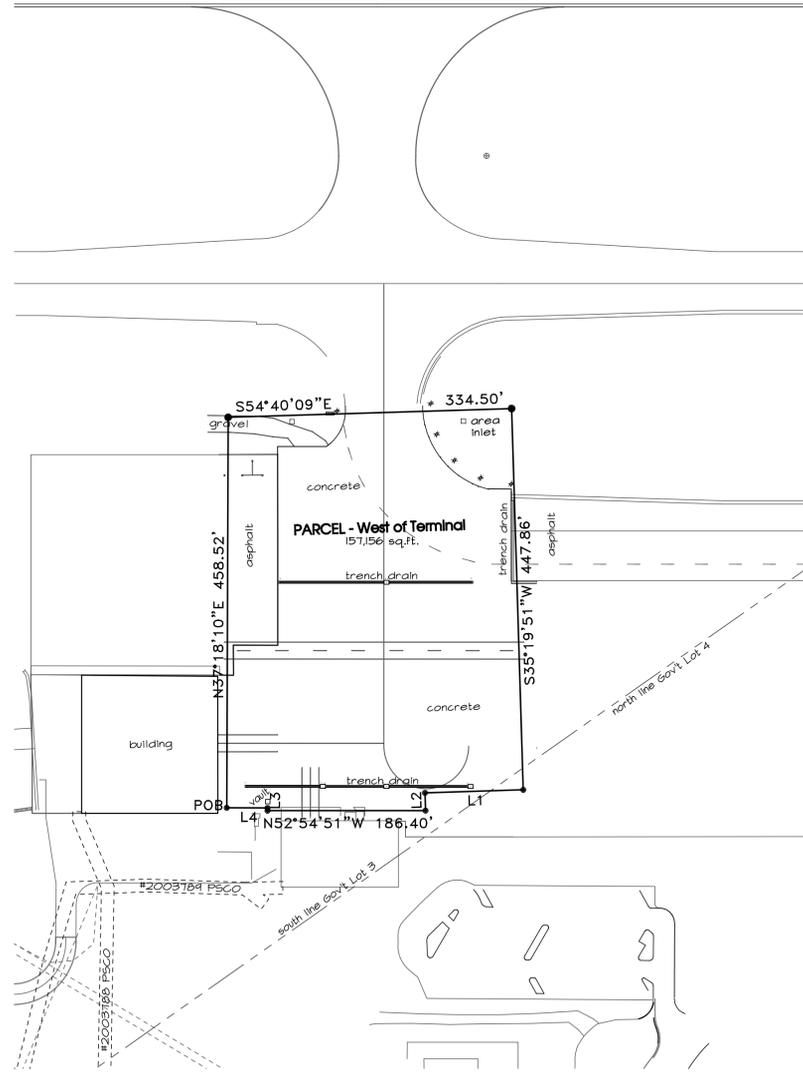
<b>ADDRESS</b>	<b>DESCRIPTION</b>	<b>APPROXIMATE SIZE</b>
804 Heritage Way	Paint Hangar	24,792
802 Heritage Way	Maint. Hangar	32,474
800 Heritage Way	Office	6,400
796 Heritage Way	FBO/ Hangar	21,000 31,074
2856 Aviators Way	Accessory Bldg.	8,217
2870 Aviators Way	Completions	20,354
790 Heritage Way	New Hangar	80,000
2858 Aviators Way	Herr Hangar	13,650
	Total Square Footage:	237,961

**EXHIBIT B**  
**Survey Including Common and Particular Description of the Premises**

The Survey for the Premises shall be comprised of the Improvement Survey Plat prepared by River City Consultants dated March 31, 2015 and attached hereto as Exhibit B-1 as modified to delete the description of PARCEL – West of Terminal and replace the same with the revised description of PARCEL – West of Terminal set forth in the plan prepared by River City Consultants dated November 22, 2016 and attached hereto as Exhibit B-2.

**Exhibit B-1**

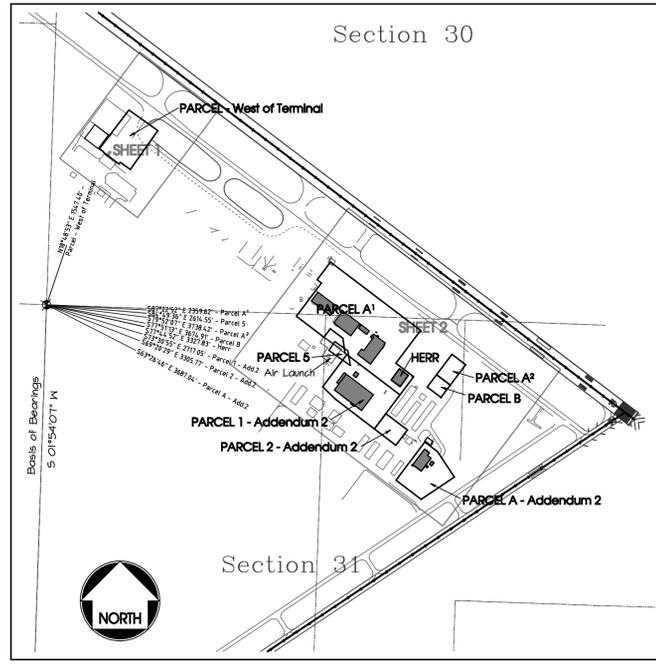
# IMPROVEMENT SURVEY PLAT



**PARCEL - West of Terminal**  
 A parcel of land situated in the southwest quarter of the southwest quarter of Section 30, Township 1 North, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:  
 Commencing at a Mesa County Survey Marker brass cap for the southwest corner of said Section 30 Township 1 North, Range 1 East of the Ute Meridian whence a General Land Office brass cap for the southwest corner of said Section 31 of bears South 01°54'07\"/>

LINE	BEARINGS	DISTANCE
L1	N54°40'09\"/>	
L2	N35°19'51\"/>	
L3	S37°18'10\"/>	
L4	N52°41'52\"/>	

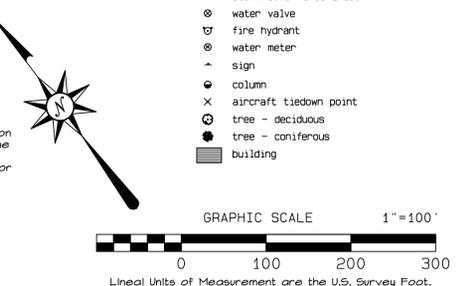
**BASIS OF BEARINGS**  
 The bearings herein are grid bearings of the Grand Junction Regional Airport Coordinate System, a modified state plane coordinate system used for many years.  
 For reference: a Mesa County Survey Marker brass cap for the northwest corner of said Section 31 whence a General Land Office brass cap for the southwest corner of said Section 31 bears South 01°54'07\"/>



VICINITY / SHEET INDEX MAP 1\"/>

**Lease Parcel 5 (former NWS):**  
 Commencing at the NE corner of Section 31, Township 1 North, Range 1 East of the Ute Meridian, being a found General Land Office 3.0\"/>

- LEGEND**
- found PLSS brass monument
  - found PLSS aluminum monument
  - found aluminum monument as noted
  - found rebar and cap as noted
  - calculated position - no monument
  - set 30mm brass disk w/40mm stem & magnet in concrete or asphalt, marked "TLC KST 18480"
  - set 24\"/>
- LIST OF SYMBOLS AND ABBREVIATIONS USED ON THIS PLAT**
- A: ARC LENGTH OF CURVE
  - BLM: BUREAU OF LAND MANAGEMENT
  - C: CENTER
  - Chrg: BEARINGS OF LONG CHORD OF CURVE
  - E: EAST
  - Lc: LENGTH OF LONG CHORD OF CURVE
  - MCSM: MESA COUNTY SURVEY MARKER
  - MON: MONUMENT
  - MSTC: MOUNTAIN STATES TELEPHONE COMPANY
  - MSTTC: MOUNTAIN STATES TELEPHONE 4 TELEGRAPH COMPANY
  - N: NORTH
  - PLS: PROFESSIONAL LAND SURVEYOR
  - PLSS: PUBLIC LAND SURVEY SYSTEM
  - PSCO: PUBLIC SERVICE COMPANY OF COLORADO
  - R: RANGE in defining the location in the PLSS
  - R: RADIUS OF CURVE in defining a curve
  - R.O.W.: RIGHT-OF-WAY
  - S: SOUTH
  - sq. ft.: SQUARE FEET
  - T: TOWNSHIP
  - UM: UTE MERIDIAN
  - W: WEST
- SURVEYOR'S STATEMENT**
- I, Kenneth Scott Thompson, a registered Professional Land Surveyor in the State of Colorado, do hereby certify to Fidelity National Title Company, to Junction Aerotech, LLC and to Alpine Bank; the improvement survey represented hereon was performed by me or under my responsible charge; it is based upon my knowledge, information and belief; it is in accordance with Colorado Revised Statute 38-31-102 (9); it is in accordance with applicable standards of practice. This statement is not a guaranty, either expressed or implied.
- Kenneth Scott Thompson,  
 Colorado PLS 18480



**PARCEL A1**  
 A parcel of land situated in the southeast quarter of the southwest quarter and the southwest quarter of the southeast quarter of Section 30, and in the northwest quarter of the northeast quarter and the northeast quarter of the northwest quarter of Section 31, Township 1 North, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at a Mesa County Survey Marker brass cap for the northwest corner of said Section 31 whence a General Land Office brass cap for the southwest corner of said Section 31 bears South 01°54'07\"/>

**EXCEPTING** a parcel of land situated in the northwest quarter of the northeast quarter of Section 31, Township 1 North, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at a Mesa County Survey Marker brass cap for the northwest corner of said Section 31 whence a General Land Office brass cap for the southwest corner of said Section 31 bears South 01°54'07\"/>

**PARCEL A2**  
 A parcel of land situated in the northeast quarter of Section 31, Township 1 North, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:  
 Commencing at a Mesa County Survey Marker brass cap for the northwest corner of said Section 31 whence a General Land Office brass cap for the southwest corner of said Section 31 bears South 01°54'07\"/>

**PARCEL B**  
 A parcel of land situated in the northwest quarter of the northeast quarter of Section 31, Township 1 North, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at a Mesa County Survey Marker brass cap for the northwest corner of said Section 31 whence a General Land Office brass cap for the southwest corner of said Section 31 bears South 01°54'07\"/>

**PARCEL 1 - Addendum 2**  
 A parcel of land situated in the northeast quarter of the northwest quarter and the northwest quarter of the northeast quarter of Section 31, Township 1 North, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at a Mesa County Survey Marker brass cap for the northwest corner of said Section 31 whence a General Land Office brass cap for the southwest corner of said Section 31 bears South 01°54'07\"/>

**PARCEL 2 - Addendum 2**  
 A parcel of land situated in the northwest quarter of the northeast quarter of Section 31, Township 1 North, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at a Mesa County Survey Marker brass cap for the northwest corner of said Section 31 whence a General Land Office brass cap for the southwest corner of said Section 31 bears South 01°54'07\"/>

**PARCEL A - Addendum 2**  
 A parcel of land situated in the west half of the northeast quarter of Section 31, Township 1 North, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at a Mesa County Survey Marker brass cap for the northwest corner of said Section 31 whence a General Land Office brass cap for the southwest corner of said Section 31 bears South 01°54'07\"/>

**HERR PARCEL**  
 A parcel of land situated in the northwest quarter of the northeast quarter of Section 31, Township 1 North, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at a Mesa County Survey Marker brass cap for the northwest corner of said Section 31 whence a General Land Office brass cap for the southwest corner of said Section 31 bears South 01°54'07\"/>

Revision 1 - 3/21/2015  
 added Junction Aerotech, LLC; removed PDSL, LLC, modified comment 28

Revision 2 - 4/2/2015  
 added the word "of bearing" to Parcel 5 description

**LAND SURVEY DEPOSITS**  
 Mesa County Surveyor's Office  
 Date \_\_\_\_\_ Page \_\_\_\_\_  
 Book \_\_\_\_\_  
 Reception No. \_\_\_\_\_

## IMPROVEMENT SURVEY PLAT

### Junction AeroTech, LLC

S½ Section 30, N½ Section 31, Township 1 North, Range 1 East, Ute Meridian

Sheet 1 of 2	Date: Mar 31, 2015	Job No. 1464-001
Survey: sig, kst	Drawn: kst	Checked: _____
Approved: _____		

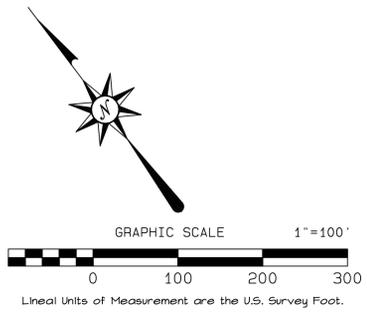
S:\PROJECTS\1464 FD Stonewater LLC\001.plo

**RIVERCITY**  
CONSULTANTS

744 Horizon Court, #110 - Grand Junction, CO 81506 - Phone: 970-241-4722

**NOTICE:** According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

# IMPROVEMENT SURVEY PLAT



### SURVEYOR'S COMMENTS ON SCHEDULE B - Section 2 - Exceptions

1. standard exception
2. standard exception
3. standard exception
4. standard exception
5. standard exception
6. standard exception
7. standard exception
8. standard exception
9. patent reservation, no evidence of use observed within subject parcels
10. stock subscription, no evidence of use observed within subject parcels
11. patent exception, no evidence of use observed within subject parcels
12. patent exception, no evidence of use observed within subject parcels
13. stock subscription, no evidence of use observed within subject parcels
14. stock subscription, easement does not fall within subject parcels
15. easement as shown hereon
16. resolution, no survey matter
17. letter of agreement, no survey matter
18. easement does not fall within subject parcels
19. easement does not fall within subject parcels
20. easement does not fall within subject parcels
21. easement shown hereon as described, appears to be a flawed description
22. easement as shown hereon
23. oil and gas lease, easement does not fall within subject parcels
24. easement does not fall within subject parcels
25. annexation
26. easement as shown hereon
27. easement as shown hereon, same as item 26
28. easement does not fall within subject parcels
29. notice of completion, no survey matter
30. easement as shown hereon
31. easement does not fall within subject parcels
32. notice of completion, no survey matter
33. agreement, no survey matter
34. expired lease
35. easement as shown hereon, overlays a portion of item 30
36. easement does not fall within subject parcels
37. easement does not fall within subject parcels
38. bill of sale for buildings, not a survey matter
39. easement does not fall within subject parcels
40. easement does not fall within subject parcels
41. easement does not fall within subject parcels
42. lease agreement, no survey matter
43. easement does not fall within subject parcels
44. easement does not fall within subject parcels
45. easement as shown hereon
46. easement as shown hereon
47. easement does not fall within subject parcels
48. easement does not fall within subject parcels
49. easement does not fall within subject parcels
50. easement does not fall within subject parcels
51. bill of sale for building, no survey matter
52. easement does not fall within subject parcels
53. easement as shown hereon
54. easement does not fall within subject parcels
55. easement does not fall within subject parcels
56. lease, no survey matter
57. annexation agreement, no survey matter
58. easement does not fall within subject parcels
59. petition, no survey matter
60. easement does not fall within subject parcels
61. easement does not fall within this Township
62. lease, no survey matter
63. no opinion
64. no opinion

**BASIS OF BEARINGS**  
 The bearings herein are grid bearings of the Grand Junction Regional Airport Coordinate System, a modified state plane coordinate system used for many years.  
 For reference: a Mesa County Survey Marker brass cap for the northwest corner of said Section 31 whence a General Land Office brass cap for the southwest corner of said Section 31 bears South 01°54'01" West, with all bearings herein relative thereto;

### LEGEND

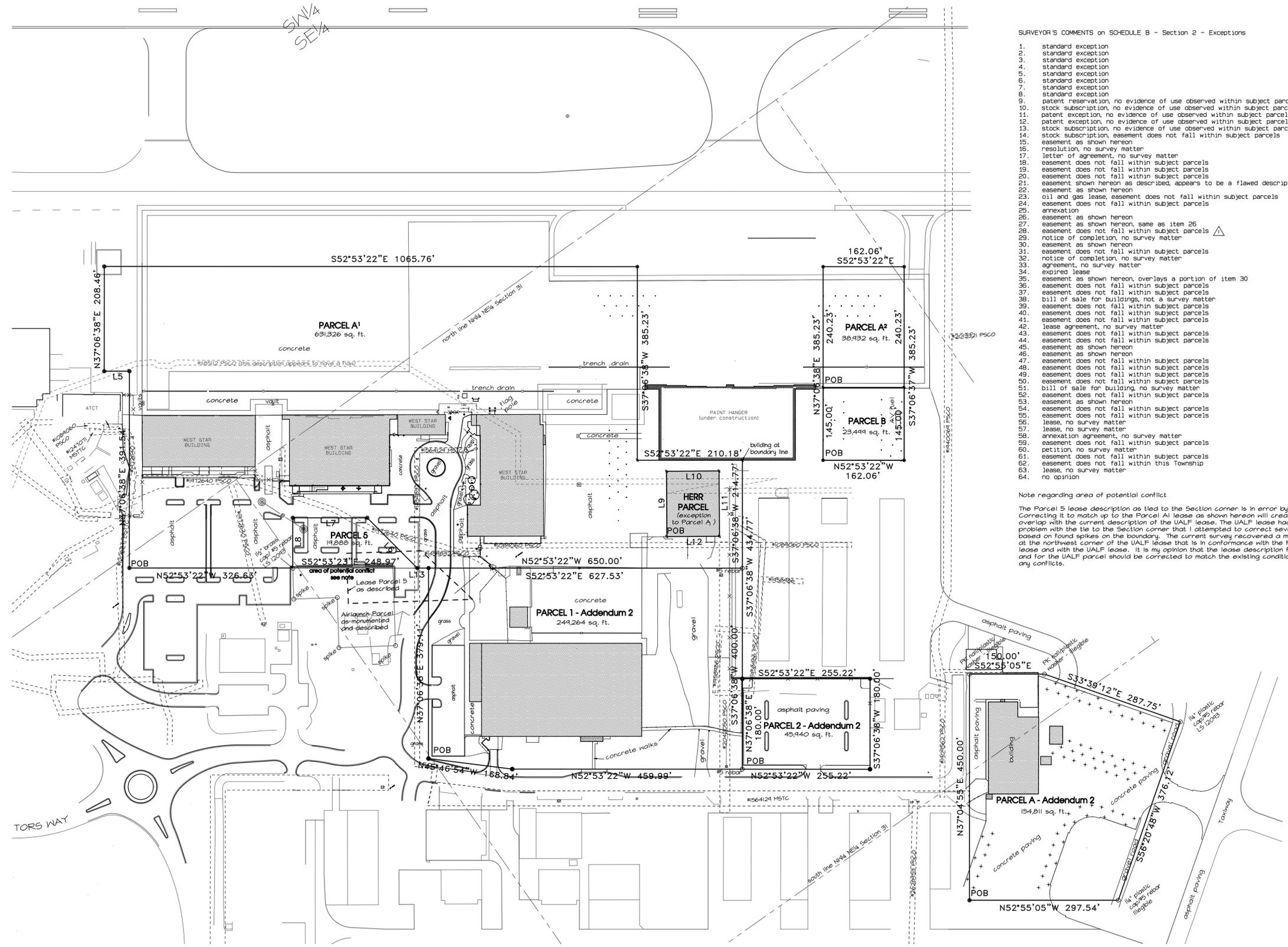
- ⊕ found PLSS brass monument
- ⊗ found PLSS aluminum monument
- ⊠ found aluminum monument as noted
- ⊙ found rebar and cap as noted
- calculated position - no monument
- set 30mm brass disk w/40mm stem & magnet in concrete or asphalt, marked "TLC KST 18480"
- set 24" #5 rebar/2" aluminum cap marked "RIVER CITY CONSULTANTS - PLS 18480"
- ⊕ benchmark
- ⊗ control point
- ⊙ power pole
- ⊗ down guy anchor
- ⊕ electric transformer
- ⊗ electric meter
- ⊗ light pole
- ⊗ gas meter
- ⊗ gas meter
- ⊙ utility vault/manhole
- ⊗ sanitary sewer manhole
- ⊙ sewer cleanout
- ⊗ storm manhole
- ⊗ storm sewer curb inlet
- ⊗ storm sewer area inlet
- ⊗ water valve
- ⊗ fire hydrant
- ⊗ water meter
- ⊗ sign
- ⊙ column
- ⊗ aircraft tie-down point
- ⊗ tree - deciduous
- tree - coniferous

### LINE TABLE

LINE	BEARING	DISTANCE
L5	N52°53'22"W	50.34'
L6	N07°53'22"W	141.42'
L7	N52°53'22"W	148.87'
L8	S37°06'38"W	100.00'
L9	N36°42'58"E	130.07'
L10	N53°17'02"W	105.03'
L11	S36°42'58"W	130.07'
L12	N53°17'02"W	105.03'
L13	N52°53'22"W	22.47'

### Note regarding area of potential conflict

The Parcel 5 lease description as tied to the Section corner is in error by many feet. Correcting it to match up to the Parcel A1 lease as shown hereon will create an overlap with the current description of the UALF lease. The UALF lease had a similar problem with the tie to the Section corner that I attempted to correct several years ago based on found spikes on the boundary. The current survey recovered a monument at the northwest corner of the UALF lease that is in conformance with the Parcel A1 lease and with the UALF lease. It is my opinion that the lease description for Parcel 5 and for the UALF parcel should be corrected to match the existing condition, eliminating any conflicts.



NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

Revision 2: 4/2/2015  
 Revision 1: 3/2/2015  
 SEE SHEET 1 FOR SURVEYOR'S STATEMENT

**IMPROVEMENT SURVEY PLAT**  
**Junction AeroTech, LLC**  
 S½ Section 30, N½ Section 31, Township 1 North, Range 1 East, Ute Meridian  
 Sheet 2 of 2 Date: Mar 31, 2015 Job No. 1464-001  
 Survey: sig, kst Drawn: kst Checked: Approved:  
 S:\PROJECTS\1464 FD Stonewater LLC\001.pro

**RIVER CITY**  
 CONSULTANTS  
 744 Horizon Court, #110 - Grand Junction, CO 81506 - Phone: 970-241-4722

**Exhibit B-2**

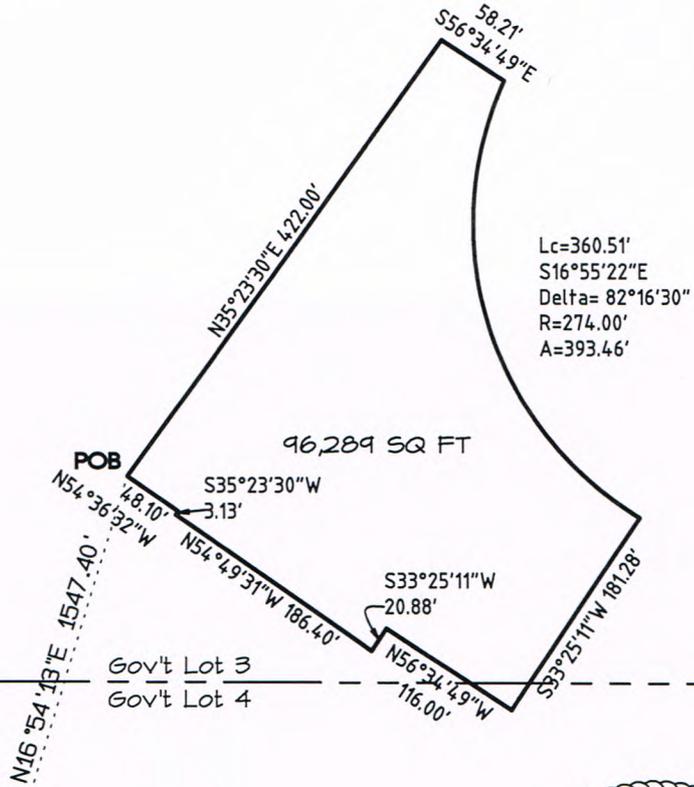
S1/16 COR  
SECS 25|30  
3" BRASS CAP

Mesa County  
Survey Marker  
S25|S30  
S36|S31

Basis of Bearings  
S 00°00'33" E

□ SNO1  
SW COR SEC 31  
3" GLO BRASS CAP  
T1N R1W R1E  
S36|S31 S1|S6 T1S"

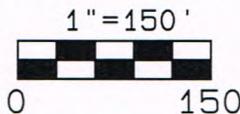
MCLCS ZONE "GVA"  
TRANSVERSE MERCATOR PROJECTION  
POINT OF ORIGIN (SNO1) AND CENTRAL MERIDIAN:  
LATITUDE: 39°06'22.72756N  
LONGITUDE: 108°32'01.43463W  
NORTHING: 50,000FT  
EASTING: 100,000FT  
SCALE FACTOR: 1.0002181798  
PROJECT/SCALE FACTOR HEIGHT: 4644FT(NAVD88)



Lc=360.51'  
S16°55'22"E  
Delta= 82°16'30"  
R=274.00'  
A=393.46'



744 Horizon Ct.  
Suite 110  
Grand Junction  
CO 81506  
970-241-4722



THIS EXHIBIT IS FOR THE PURPOSE OF GRAPHICALLY REPRESENTING A WRITTEN DESCRIPTION - IT DOES NOT REPRESENT A MONUMENTED BOUNDARY SURVEY

Drawn:kst Checked:akt Nov 22, 2016

\\RCCSERVER\Data\PROJECTS\1258 GJRA\007 Leases 2016\007.prc

**EXHIBIT C**  
**Lease**

**EXHIBIT D**  
**Rent Schedule**

	01/01/15- 12/31/19	01/01/20- 12/31/24	01/01/25- 8/15/34	1 <sup>st</sup> Add'l Extension 8/16/34- 12/31/34	1 <sup>st</sup> Add'l Extension 01/01/35- 8/15/38	2 <sup>nd</sup> Add'l Extension 8/16/38- 8/15/42	3 <sup>rd</sup> Add'l Extension 8/16/42- 12/31/44	3 <sup>rd</sup> Add'l Extension 01/01/45- 8/15/46	4 <sup>th</sup> Add'l Extension 8/16/46- 8/15/50	5 <sup>th</sup> Add'l Extension 8/16/50- 8/15/54
Acquisition/Original Footprint Rent	\$82,232.10	\$82,232.10	\$93,168.97	\$93,168.97	\$102,485.87	\$102,485.87	\$102,485.87	\$104,535.59	\$108,717.01	\$113,065.69
790 Heritage Way Effective 10/01/2011	\$76,413.19	\$76,413.19	\$86,576.15	\$86,576.15	\$95,233.77	\$95,233.77	\$95,233.77	\$97,138.45	\$101,023.98	\$105,064.94
2858Aviators Way Herr Hangar Effective 8/15/08	\$6,469.37	\$6,469.37	\$6,863.35	\$6,863.35	\$7,069.25	\$7,069.25	\$7,069.25	\$7,210.64	\$7,499.06	\$7,799.02
Ramp Project (\$193k)	\$1,910.17	\$1,910.17	\$2,026.50	\$2,026.50	\$2,087.30	\$2,087.30	\$2,087.30	\$2,129.05	\$2,214.21	\$2,302.78
Accessory Pain Booth/Card Reader Projects										
<b>Total:</b>	<b>\$167,024.83</b>	<b>\$167,024.83</b>	<b>\$188,634.97</b>	<b>\$188,634.97</b>	<b>\$206,876.18</b>	<b>\$206,876.18</b>	<b>\$206,876.18</b>	<b>\$211,013.71</b>	<b>\$219,454.26</b>	<b>\$228,232.43</b>

## SECOND AMENDMENT TO AERONAUTICAL USE GROUND LEASE

This SECOND AMENDMENT TO AERONAUTICAL USE GROUND LEASE (this "Amendment") is made and entered into as of April \_\_, 2018 ("Effective Date") by and between **Grand Junction Regional Airport Authority**, a body corporate and politic and constituting a subdivision of the State of Colorado ("GJRAA") and **Junction AeroTech, LLC**, a Delaware limited liability company ("Lessee").

### WITNESSETH

WHEREAS, GJRAA and Lessee entered into that certain Aeronautical Use Ground Lease dated as of April 1, 2016 and fully executed on the Effective Date prior to the execution of this Amendment and the First Amendment, as amended by that First Amendment to Aeronautical Use Ground Lease dated as of September 21, 2017 (the "First Amendment") and fully executed on the Effective Date prior to the execution of this Amendment (collectively, the "Lease"), with respect to certain Premises defined therein; and

WHEREAS, GJRAA and Lessee now desire to amend the Lease on the terms and conditions hereinafter set forth herein.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GJRAA and Lessee hereby covenant and agree as follows:

1. **Capitalized Terms.** Capitalized terms used in this Amendment that are not specifically defined herein shall have the meanings given such terms in the Lease.
2. **Monthly Ground Rent.** Section 1.11 of the Lease is hereby deleted in its entirety and replaced with the following:

"As of April 1, 2018, the annual ground rent shall initially be \$208,744.68 per year, paid monthly at \$17,395.39 (the "Monthly Ground Rent"), based on the area of the Premises, other than the Object Free Area ("OFA"). Lessee will not be obligated to pay rent for the OFA, but Lessee will be responsible for all maintenance and other improvements required for the OFA. For the remaining (non-OFA) area of 1,273,610 square feet of the Premises,  $(1,273,610.00 - 0 = 1,273,610.00)$  the above rent will be calculated as follows:  $\$0.1639$  per square foot x 1,273,610 square feet =  $\$208,744.68 / 12$  months =  $\$17,395.39$ ."

3. **Premises.** The Lease is hereby amended by deleting Exhibits A and B entirely and replacing them, respectively, with Exhibits A and B attached hereto. For the sake of clarity, Exhibit B includes both Exhibit B-1 and Exhibit B-2.

4. **Premises Square Footage.** Section 1.14 of the Lease is hereby deleted in its entirety and replaced with the following:

“The Premises consists of a total of 1,273,610.00 square feet, which includes zero (0) square feet of OFA and 1,273,610.00 square feet of other area.”

5. **Reservation of Use of Road.** The GJRAA reserves for itself and its agents, tenants, employees, contractors and invitees a non-exclusive right to use the road crossing the Parcel – West of Terminal and identified on the plan for PARCEL – West of Terminal on Exhibit B-1 attached hereto (the “Reserved Roadway”) solely for the purpose of ingress to and egress from the parcels located immediately to the Southeast and the Northwest of the Parcel – West of Terminal. GJRAA and its permitted users hereunder shall at all times be in compliance with all applicable laws, and shall not disrupt or block or otherwise unreasonably interfere with the use and enjoyment of the Premises by the Lessee and its subtenants and occupants of the Premises, their successors and assigns, and their respective employees, agents, tenants, contractors and invitees. GJRAA will, at its sole cost and expense, provide the maintenance and repair of the Reserved Roadway, including striping and snow removal, to the same extent as other portions of the Airport. Further, in the event of damage to the Reserved Roadway or any other portion of the Premises caused by GJRAA or its permitted users, GJRAA will be solely responsible for the repair and restoration of such damage. GJRAA shall indemnify and hold Lessee and its subtenants, harmless for, from, and against any loss, claim, liability, and/or expense (including reasonable attorneys’ fees) arising in connection with any liens, property damage, bodily injury, personal injury, or death to any third party or parties to the extent arising from or relating to the use by GJRAA or its permitted users of the Reserved Roadway, unless such loss, claim, liability, and/or expense results from reckless or intentional actions by Lessee or its subtenants. Without limitation of the foregoing, GJRAA will not permit or suffer any liens to be filed against the Premises in connection with use of the Reserved Roadway and agrees to promptly discharge, bond over or otherwise remove any such liens from the title to the Premises within thirty (30) days of the earlier of GJRAA’s notice of such lien filing or Lessee’s written demand.

6. **Miscellaneous.**

- a. This Amendment is intended and shall be construed to complement and supplement the Lease, therefore, if and only to the extent that the provisions of this Amendment are inconsistent or in conflict with the provisions of the Lease, then this Amendment shall govern and control, and the Lease shall be deemed amended, whenever required or necessary, to conform to the provisions of this Amendment.
- b. Each signatory of this Amendment represents hereby that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.
- c. It is expressly agreed that the Lease, as amended by this Amendment, including, without limitation, all of the exhibits attached hereto, constitutes the whole agreement between GJRAA and Lessee as to the subject matter

hereof, and there are no other terms, promises, obligations, covenants, warranties, representations, statements, or conditions, expressed or implied, of any kind, and all prior negotiations and agreements in respect of this Amendment are hereby superseded by this Amendment and are of no further force or effect. No inference in favor of or against any party should be drawn from the fact that such party drafted or participated in the drafting of this Amendment or that such provisions have been drafted on behalf of such party.

- d. This Amendment and any disputes arising hereunder shall be governed by and shall in all respects be construed under the laws of the State of Colorado and applicable federal law.
- e. Except as expressly amended or modified hereby, the Lease and all provisions, terms, and conditions thereof shall remain, in all respects, unchanged and in full force and effect, and are hereby ratified and confirmed.

7. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document. This Amendment may be executed by facsimile or scanned signatures; any signed Amendment or signature page to this Amendment that is transmitted by facsimile or in the portable document format (.pdf) shall be treated in all manners and respects as an original agreement or signature page.

[Signature Page Follows]

WHEREOF, the parties hereto have executed this Amendment as of the date first set forth above.

**“GJRAA”**

**GRAND JUNCTION REGIONAL  
AIRPORT AUTHORITY,**  
a body corporate and politic and constituting  
subdivision of the State of Colorado

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**“LESSEE”**

**JUNCTION AEROTECH, LLC,**  
a Delaware limited liability company

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

## EXHIBIT A

### Description of the Premises

#### PARCEL A1

A parcel of land situated in the southeast quarter of the southwest quarter and the southwest quarter of the southeast quarter of Section 30, and in the northwest quarter of the northeast quarter and the northeast quarter of the northwest quarter of Section 31, Township 1 North, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at a Mesa County Survey Marker brass cap for the northwest corner of said Section 31 whence a General Land Office brass cap for the southwest corner of said Section 31 bears South

01°54'07" West, with all bearings herein relative thereto;

Thence South 87°22'52" East, a distance of 2359.62 feet to the Point of Beginning;

Thence North 37°06'38" East, a distance of 391.54 feet;

Thence North 52°53'22" West, a distance of 50.34 feet,

Thence North 37°06'38" East, a distance of 208.46 feet;

Thence South 52°53'22" East, a distance of 1065.76 feet;

Thence South 37°06'38" West, a distance of 385.23 feet;

Thence South 52°53'22" East, a distance of 210.18 feet;

Thence South 37°06'38" West, a distance of 214.77 feet;

Thence North 52°53'22" West, a distance of 650.00 feet;

Thence North 07°53'22" West, a distance of 141.42 feet;

Thence North 52°53'22" West, a distance of 148.97 feet;

Thence South 37°06'38" West, a distance of 100.00 feet;

Thence North 52°53'22" West, a distance of 326.63 feet to the Point of Beginning.

Containing 644,987 square feet, more or less.

EXCEPTING a parcel of land situated in the northwest quarter of the northeast quarter of Section 31, Township 1 North, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at a Mesa County Survey Marker brass cap for the northwest corner of said Section 31 whence a General Land Office brass cap for the southwest corner of said Section 31 bears South 01°54'07" West, with all bearings herein relative thereto;

Thence South 77°44'52" East, a distance of 3327.83 feet to the Point of Beginning;

Thence North 36°42'58" East, a distance of 130.07 feet;

Thence South 53°17'02" East, a distance of 105.03 feet;

Thence South 36°42'58" West, a distance of 130.07 feet;

Thence North 53°17'02" West, a distance of 105.03 feet to the Point of Beginning.

Containing 13,661 square feet, more or less.

Resulting in a net area of 631,326 square feet, more or less.

The distances hereon are ground distance and the bearings hereon are reported relative to the Grand Junction Regional Airport coordinate system.

#### PARCEL A2

A parcel of land situated in the north half of the northeast quarter of Section 31, Township 1 North, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at a Mesa County Survey Marker brass cap for the northwest corner of said Section 31 whence a General Land Office brass cap for the southwest corner of said Section 31 bears South 01°54'07" West, with all bearings herein relative thereto;

Thence South 79°52'07" East, a distance of 3738.42 feet to the Point of Beginning

Thence North 37°06'38" East, a distance of 240.23 feet;

Thence South 52°53'22" East, a distance of 162.06 feet;  
Thence South 37°06'37" West, a distance of 240.23 feet;  
Thence North 52°53'22" West, a distance of 162.06 feet to the Point of Beginning.  
Containing 38,932 square feet, more or less.  
The distances hereon are ground distance and the bearings hereon are reported relative to the Grand Junction Regional Airport coordinate system.

#### PARCEL B

A parcel of land situated in the northwest quarter of the northeast quarter of Section 31, Township 1 North, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at a Mesa County Survey Marker brass cap for the northwest corner of said Section 31 whence a General Land Office brass cap for the southwest corner of said Section 31 bears South 01°54'07" West, with all bearings herein relative thereto;

Thence South 77°51'13" East, a distance of 3674.91 feet to the Point of Beginning;

Thence North 37°06'38" East, a distance of 145.00 feet;

Thence South 52°53'22" East, a distance of 162.06 feet;

Thence South 37°06'37" West, a distance of 145.00 feet;

Thence North 52°53'22" West, a distance of 162.06 feet to the Point of Beginning.

Containing 23,499 square feet, more or less.

The distances hereon are ground distance and the bearings hereon are reported relative to the Grand Junction Regional Airport coordinate system.

#### PARCEL 1 - Addendum 2

A parcel of land situated in the northeast quarter of the northwest quarter and the northwest quarter of the northeast quarter of Section 31, Township 1 North, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows: Commencing at a Mesa County Survey Marker brass cap for the northwest corner of said Section 31 whence a General Land Office brass cap for the southwest corner of said Section 31 bears South 01°54'07" West, with all bearings herein relative thereto;

Thence South 73°30'55" East, a distance of 2717.05 feet to the Point of Beginning;

Thence North 37°06'38" East, a distance of 379.11 feet;

Thence South 52°53'22" East, a distance of 627.53 feet;

Thence South 37°06'38" West, a distance of 400.00 feet;

Thence North 52°53'22" West, a distance of 459.99 feet;

Thence North 45°46'54" West, a distance of 168.84 feet to the Point of Beginning.

Containing 249,264 square feet, more or less.

The distances hereon are ground distance and the bearings hereon are reported relative to the Grand Junction Regional Airport coordinate system.

#### PARCEL 2 Addendum 2

A parcel of land situated in the northwest quarter of the northeast quarter of Section 31, Township 1 North, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at a Mesa County Survey Marker brass cap for the northwest corner of said Section 31 whence a General Land Office brass cap for the southwest corner of said Section 31 bears South 01°54'07" West, with all bearings herein relative thereto;

Thence South 69°20'29" East, a distance of 3305.77 feet to the Point of Beginning;  
Thence North 37°06'38" East, a distance of 180.00 feet;  
Thence South 52°53'22" East, a distance of 255.22 feet;  
Thence South 37°06'38" West, a distance of 180.00 feet;  
Thence North 52°53'22" West, a distance of 255.22 feet to the Point of Beginning.  
Containing 45,940 square feet, more or less.  
The distances hereon are ground distance and the bearings hereon are reported relative to the Grand Junction Regional Airport coordinate system.

#### PARCEL A - Addendum 2

A parcel of land situated in the west half of the northeast quarter of Section 31, Township 1 North, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at a Mesa County Survey Marker brass cap for the northwest corner of said Section 31 whence a General Land Office brass cap for the southwest corner of said Section 31 bears South 01°54'07" West, with all bearings herein relative thereto;

Thence South 63°26'46" East, a distance of 3687.04 feet to the Point of Beginning;

Thence North 37°04'55" East, a distance of 450.00 feet;

Thence South 52°55'05" East, a distance of 150.00 feet;

Thence South 33°39'12" East, a distance of 287.75 feet;

Thence South 56°20'48" West, a distance of 376.12 feet;

Thence North 52°55'05" West, a distance of 297.54 feet to the Point of Beginning.

Containing 154,811 square feet, more or less.

The distances hereon are ground distance and the bearings hereon are reported relative to the Grand Junction Regional Airport coordinate system.

#### PARCEL West of Terminal

A parcel of land situated in Government Lot 3 and Government Lot 4 of Section 30, Township 1 North, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at the southwest corner of said Section 30, a 3" brass cap marked "MESA COUNTY SURVEY MARKER – R1W T1N S25 S30 S36 S31" whence the southwest corner of Section 31, a 3" brass cap marked "GOVERNMENT LAND OFFICE T1N R1W R1E S36 S31 S1 S6 T1S" bears South 00°00'33" East, with all bearings herein relative thereto;

Thence North 16 54'13" East, a distance of 1547.40 feet to the Point of Beginning;

Thence North 35°23'30" East, a distance of 422.00 feet;

Thence South 56°34'49" East, a distance of 58.21 feet;

Thence 393.46 feet along the arc of a 274.00 foot radius non-tangent curve to the left, through a central angle of 82°16'30", with a chord bearing South 16°55'22" East, a distance of 360.51 feet;

Thence South 33°25'11" West, a distance of 181.28 feet;

Thence North 56°34'49" West, a distance of 116.00 feet;

Thence South 33°25'11" West, a distance of 20.88 feet;

Thence North 54°49'31" West, a distance of 186.40 feet;

Thence North 35°23'30" East, a distance of 3.13 feet;

Thence North 54°36'32" West, a distance of 48.10 feet to the Point of Beginning.

Containing 96,289 square feet, more or less.

HERR PARCEL

A parcel of land situated in the northwest quarter of the northeast quarter of Section 31, Township 1 North, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at a Mesa County Survey Marker brass cap for the northwest corner of said Section 31 whence a General Land Office brass cap for the southwest corner of said Section 31 bears South 01°54'07" West, with all bearings herein relative thereto;

Thence South 77°44'52" East, a distance of 3327.83 feet to the Point of Beginning;

Thence North 36°42'58" East, a distance of 130.07 feet;

Thence South 53°17'02" East, a distance of 105.03 feet;

Thence South 36°42'58" West, a distance of 130.07 feet;

Thence North 53°17'02" West, a distance of 105.03 feet to the Point of Beginning.

Containing 13,661 square feet, more or less.

The distances hereon are ground distance and the bearings hereon are reported relative to the Grand Junction Regional Airport coordinate system.

LEASE PARCEL 5 (former NWS)

A parcel of land situated in the northwest quarter of the northeast quarter and the northeast quarter of the northwest quarter of Section 31, Township 1 North, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at a Mesa County Survey Marker brass cap for the northwest corner of said Section 31 whence a General Land Office brass cap for the southwest corner of said Section 31 bears South 01°54'07" West, with all bearings herein relative thereto;

Thence South 83°21'23" East, a distance of 2635.33 feet to the Point of Beginning, being a found #5 rebar with a 1.5" plastic cap marked "NICHOLS LS 12039";

Thence North 37°06'38" East, a distance of 100.00 feet;

Thence South 52°53'22" East, a distance of 148.97 feet;

Thence South 07°53'22" East, a distance of 141.42 feet;

Thence North 52°53'22" West a distance of 248.97 feet to the Point of Beginning;

Containing 19,888 square feet, more or less.

The distances hereon are ground distance and the bearings hereon are reported relative to the Grand Junction Regional Airport coordinate system.

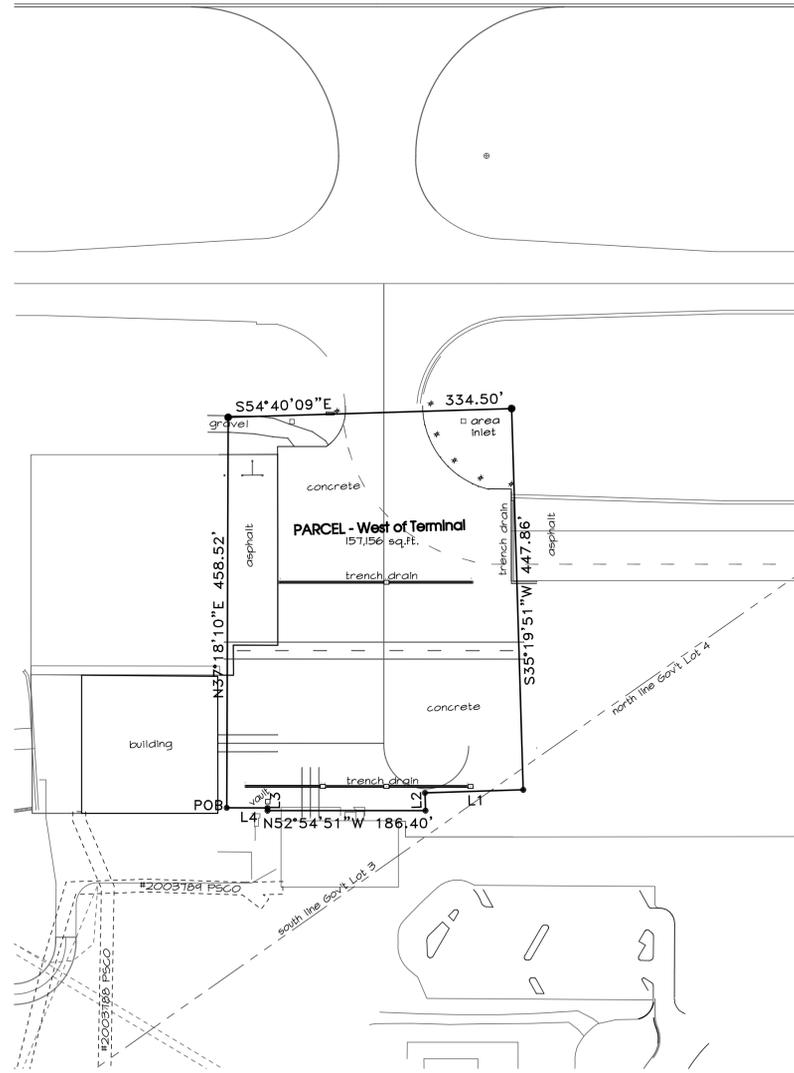
## EXHIBIT B

### Survey

The Survey for the Premises shall be comprised of the Improvement Survey Plat prepared by River City Consultants dated March 31, 2015 and attached hereto as Exhibit B-1 as modified to delete the description of PARCEL – West of Terminal and replace the same with the revised description of PARCEL – West of Terminal set forth in the plan prepared by River City Consultants dated November 22, 2016 and attached hereto as Exhibit B-2.

Exhibit B-1

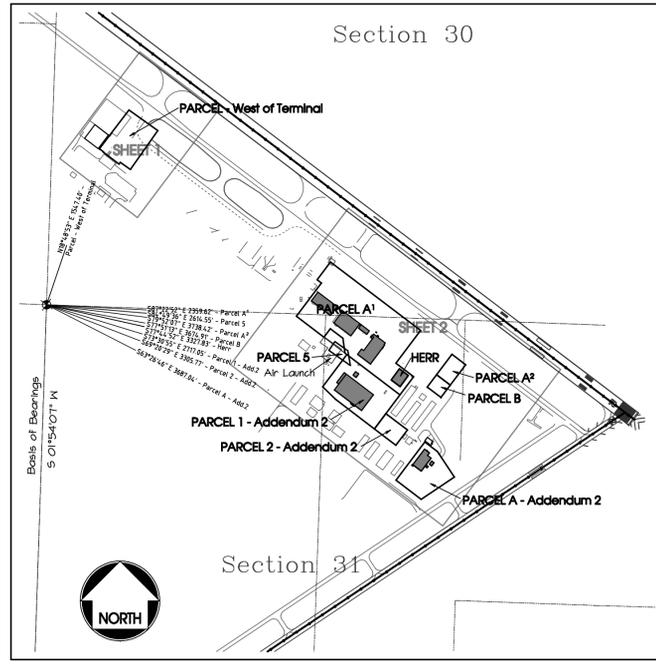
# IMPROVEMENT SURVEY PLAT



**PARCEL - West of Terminal**  
 A parcel of land situated in the southwest quarter of the southwest quarter of Section 30, Township 1 North, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:  
 Commencing at a Mesa County Survey Marker brass cap for the southwest corner of said Section 30 Township 1 North, Range 1 East of the Ute Meridian whence a General Land Office brass cap for the southwest corner of said Section 31 of bears South 01°54'07\"/>

LINE	BEARINGS	DISTANCE
L1	N54°40'09\"/>	
L2	N35°19'51\"/>	
L3	S37°18'10\"/>	
L4	N52°41'52\"/>	

**BASIS OF BEARINGS**  
 The bearings herein are grid bearings of the Grand Junction Regional Airport Coordinate System, a modified state plane coordinate system used for many years.  
 For reference: a Mesa County Survey Marker brass cap for the northwest corner of said Section 31 whence a General Land Office brass cap for the southwest corner of said Section 31 bears South 01°54'07\"/>



VICINITY / SHEET INDEX MAP 1"=800'

**Lease Parcel 5 (former NWS):**  
 Commencing at the NE corner of Section 31, Township 1 North, Range 1 East of the Ute Meridian, being a found General Land Office 3.0\"/>

- LEGEND**
- ⊕ found PLSS brass monument
  - ⊕ found PLSS aluminum monument
  - ⊕ found aluminum monument as noted
  - found rebar and cap as noted
  - calculated position - no monument
  - set 30mm brass disk w/40mm stem & magnet in concrete or asphalt, marked "TLC KST 18480"
  - set 24\"/>

- LIST OF SYMBOLS AND ABBREVIATIONS USED ON THIS PLAT**
- A: ARC LENGTH OF CURVE
  - BLM: BUREAU OF LAND MANAGEMENT
  - C: CENTER
  - Chrg: BEARINGS OF LONG CHORD OF CURVE
  - E: EAST
  - Lc: LENGTH OF LONG CHORD OF CURVE
  - MCSM: MESA COUNTY SURVEY MARKER
  - MON: MONUMENT
  - MSTC: MOUNTAIN STATES TELEPHONE COMPANY
  - MSTTC: MOUNTAIN STATES TELEPHONE 4 TELEGRAPH COMPANY
  - N: NORTH
  - PLS: PROFESSIONAL LAND SURVEYOR
  - PLSS: PUBLIC LAND SURVEY SYSTEM
  - PSCO: PUBLIC SERVICE COMPANY OF COLORADO
  - R: RANGE in defining the location in the PLSS
  - R: RADIUS OF CURVE in defining a curve
  - R.O.W.: RIGHT-OF-WAY
  - S: SOUTH
  - sq. ft.: SQUARE FEET
  - T: TOWNSHIP
  - UM: UTE MERIDIAN
  - W: WEST

**SURVEYOR'S STATEMENT**  
 I, Kenneth Scott Thompson, a registered Professional Land Surveyor in the State of Colorado, do hereby certify to Fidelity National Title Company, to Junction AeroTech, LLC and to Alpine Bank; the improvement survey represented hereon was performed by me or under my responsible charge; it is based upon my knowledge, information and belief; it is in accordance with Colorado Revised Statute 38-31-102 (9); it is in accordance with applicable standards of practice. This statement is not a guaranty, either expressed or implied.  
 Kenneth Scott Thompson,  
 Colorado PLS 18480

This survey plat does not constitute a title search by the undersigned surveyor or River City Consultants, Inc. and no certification as to title or ownership of any parcels shown hereon is made by either.  
 All information regarding ownership, rights-of-way, assessments of record, adjoiners, and other documents that may affect the quality of title to this property is from a title commitment prepared by Fidelity National Title Company, File No. 541-F0204294-346-KV, dated March 5, 2015. Other documents may exist which would affect this property.

**PARCEL A1**  
 A parcel of land situated in the southeast quarter of the southwest quarter and the southwest quarter of the southeast quarter of Section 30, and in the northwest quarter of the northeast quarter and the northeast quarter of the northwest quarter of Section 31, Township 1 North, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at a Mesa County Survey Marker brass cap for the northwest corner of said Section 31 whence a General Land Office brass cap for the southwest corner of said Section 31 bears South 01°54'07\"/>

**EXCEPTING** a parcel of land situated in the northwest quarter of the northeast quarter of Section 31, Township 1 North, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at a Mesa County Survey Marker brass cap for the northwest corner of said Section 31 whence a General Land Office brass cap for the southwest corner of said Section 31 bears South 01°54'07\"/>

**PARCEL A2**  
 A parcel of land situated in the northeast quarter of Section 31, Township 1 North, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:  
 Commencing at a Mesa County Survey Marker brass cap for the northwest corner of said Section 31 whence a General Land Office brass cap for the southwest corner of said Section 31 bears South 01°54'07\"/>

**PARCEL B**  
 A parcel of land situated in the northwest quarter of the northeast quarter of Section 31, Township 1 North, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at a Mesa County Survey Marker brass cap for the northwest corner of said Section 31 whence a General Land Office brass cap for the southwest corner of said Section 31 bears South 01°54'07\"/>

**PARCEL 1 - Addendum 2**  
 A parcel of land situated in the northeast quarter of the northwest quarter and the northwest quarter of the northeast quarter of Section 31, Township 1 North, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at a Mesa County Survey Marker brass cap for the northwest corner of said Section 31 whence a General Land Office brass cap for the southwest corner of said Section 31 bears South 01°54'07\"/>

**PARCEL 2 - Addendum 2**  
 A parcel of land situated in the northwest quarter of the northeast quarter of Section 31, Township 1 North, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at a Mesa County Survey Marker brass cap for the northwest corner of said Section 31 whence a General Land Office brass cap for the southwest corner of said Section 31 bears South 01°54'07\"/>

**PARCEL A - Addendum 2**  
 A parcel of land situated in the west half of the northeast quarter of Section 31, Township 1 North, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at a Mesa County Survey Marker brass cap for the northwest corner of said Section 31 whence a General Land Office brass cap for the southwest corner of said Section 31 bears South 01°54'07\"/>

**HERR PARCEL**  
 A parcel of land situated in the northwest quarter of the northeast quarter of Section 31, Township 1 North, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at a Mesa County Survey Marker brass cap for the northwest corner of said Section 31 whence a General Land Office brass cap for the southwest corner of said Section 31 bears South 01°54'07\"/>

- △ Revision 1 - 3/21/2015 added Junction AeroTech, LLC; removed FDSL, LLC, modified comment 28
- △ Revision 2 - 4/2/2015 added the word "of bearing" to Parcel 5 description

**LAND SURVEY DEPOSITS**  
 Mesa County Surveyor's Office  
 Date \_\_\_\_\_ Page \_\_\_\_\_  
 Book \_\_\_\_\_  
 Reception No. \_\_\_\_\_

## IMPROVEMENT SURVEY PLAT

### Junction AeroTech, LLC

S½ Section 30, N½ Section 31, Township 1 North, Range 1 East, Ute Meridian

Sheet 1 of 2	Date: Mar 31, 2015	Job No. 1464-001
Survey: sig, kst	Drawn: kst	Checked: _____
Approved: _____		

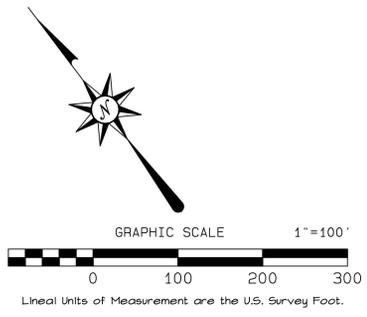
S:\PROJECTS\1464 FD Stonewater LLC\001.pro

**RIVERCITY**  
CONSULTANTS

744 Horizon Court, #110 - Grand Junction, CO 81506 - Phone: 970-241-4722

**NOTICE:** According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

# IMPROVEMENT SURVEY PLAT



### SURVEYOR'S COMMENTS ON SCHEDULE B - Section 2 - Exceptions

1. standard exception
2. standard exception
3. standard exception
4. standard exception
5. standard exception
6. standard exception
7. standard exception
8. standard exception
9. patent reservation, no evidence of use observed within subject parcels
10. stock subscription, no evidence of use observed within subject parcels
11. patent exception, no evidence of use observed within subject parcels
12. patent exception, no evidence of use observed within subject parcels
13. stock subscription, no evidence of use observed within subject parcels
14. stock subscription, easement does not fall within subject parcels
15. easement as shown hereon
16. resolution, no survey matter
17. letter of agreement, no survey matter
18. easement does not fall within subject parcels
19. easement does not fall within subject parcels
20. easement does not fall within subject parcels
21. easement shown hereon as described, appears to be a flawed description
22. easement as shown hereon
23. oil and gas lease, easement does not fall within subject parcels
24. easement does not fall within subject parcels
25. annexation
26. easement as shown hereon
27. easement as shown hereon, same as item 26
28. easement does not fall within subject parcels
29. notice of completion, no survey matter
30. easement as shown hereon
31. easement does not fall within subject parcels
32. notice of completion, no survey matter
33. agreement, no survey matter
34. expired lease
35. easement as shown hereon, overlays a portion of item 30
36. easement does not fall within subject parcels
37. easement does not fall within subject parcels
38. bill of sale for buildings, not a survey matter
39. easement does not fall within subject parcels
40. easement does not fall within subject parcels
41. easement does not fall within subject parcels
42. lease agreement, no survey matter
43. easement does not fall within subject parcels
44. easement does not fall within subject parcels
45. easement as shown hereon
46. easement as shown hereon
47. easement does not fall within subject parcels
48. easement does not fall within subject parcels
49. easement does not fall within subject parcels
50. easement does not fall within subject parcels
51. bill of sale for building, no survey matter
52. easement does not fall within subject parcels
53. easement as shown hereon
54. easement does not fall within subject parcels
55. easement does not fall within subject parcels
56. lease, no survey matter
57. annexation agreement, no survey matter
58. easement does not fall within subject parcels
59. petition, no survey matter
60. easement does not fall within subject parcels
61. easement does not fall within this Township
62. lease, no survey matter
63. no opinion
64. no opinion

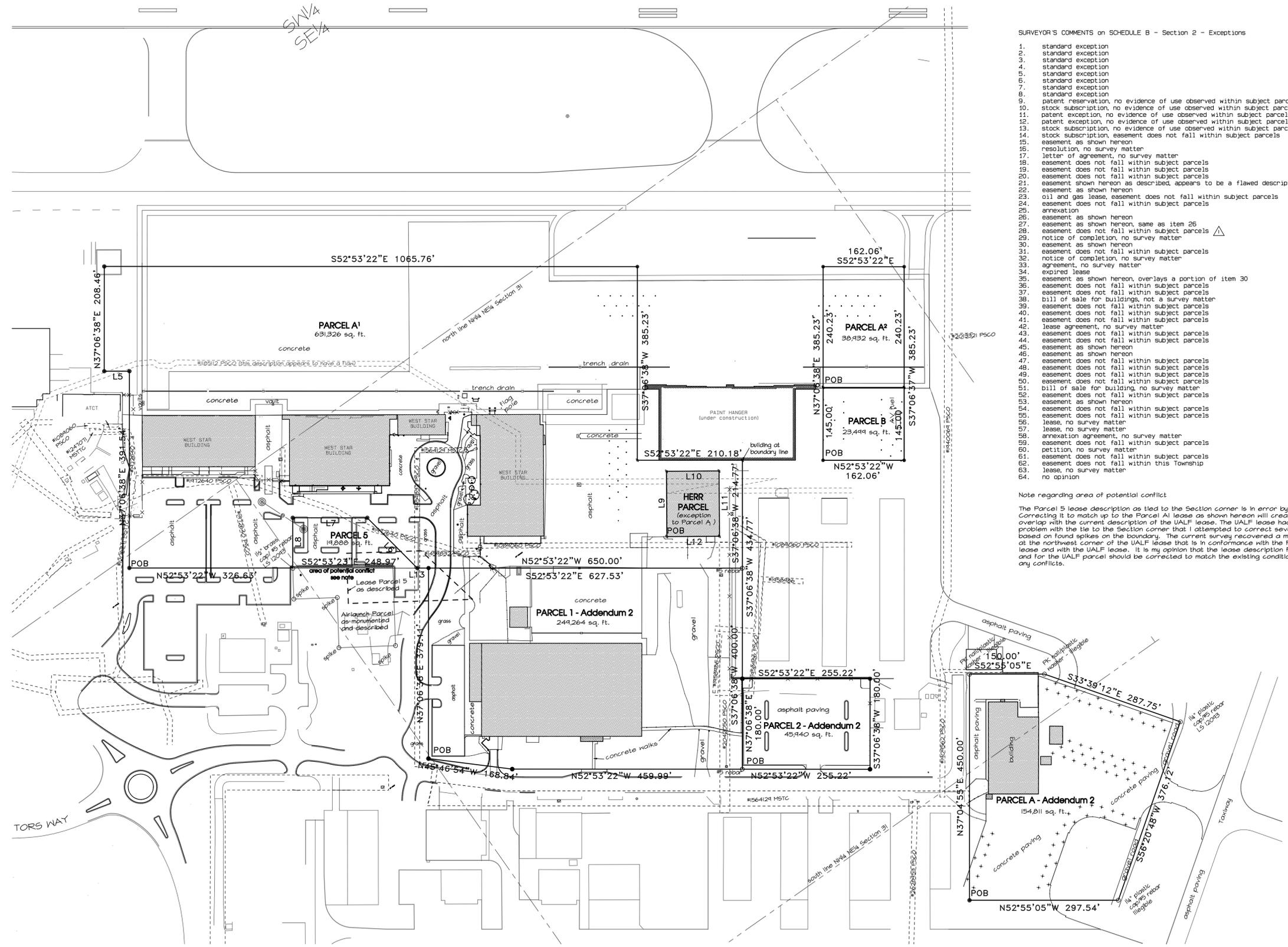
**BASIS OF BEARINGS**  
 The bearings herein are grid bearings of the Grand Junction Regional Airport Coordinate System, a modified state plane coordinate system used for many years.  
 For reference: a Mesa County Survey Marker brass cap for the northwest corner of said Section 31 whence a General Land Office brass cap for the southwest corner of said Section 31 bears South 01°54'01" West, with all bearings herein relative thereto;

- LEGEND**
- ⊕ found PLSS brass monument
  - ⊗ found PLSS aluminum monument
  - ⊠ found aluminum monument as noted
  - found rebar and cap as noted
  - ◊ calculated position - no monument
  - set 30mm brass disk w/40mm stem & magnet in concrete or asphalt, marked "TLC KST 18480"
  - set 24" #5 rebar/2" aluminum cap marked "RIVER CITY CONSULTANTS - PLS 18480"
  - ⊕ benchmark
  - ⊗ control point
  - ⊙ power pole
  - ⊗ down guy anchor
  - ⊕ electric transformer
  - ⊕ electric meter
  - ⊕ light pole
  - ⊕ gas meter
  - ⊕ gas meter
  - ⊕ utility vault/manhole
  - ⊕ sanitary sewer manhole
  - ⊕ sewer cleanout
  - ⊕ storm manhole
  - ⊕ storm sewer curb inlet
  - ⊕ storm sewer area inlet
  - ⊕ water valve
  - ⊕ fire hydrant
  - ⊕ water meter
  - ⊕ sign
  - ⊕ column
  - ⊕ aircraft tie-down point
  - ⊕ tree - deciduous
  - ⊕ tree - coniferous

**LINE TABLE**

LINE	BEARING	DISTANCE
L5	N52°53'22"W	50.34'
L6	N07°53'22"W	141.42'
L7	N52°53'22"W	148.87'
L8	S37°06'38"W	100.00'
L9	N36°42'58"E	130.07'
L10	N53°17'02"W	105.03'
L11	S36°42'58"W	130.07'
L12	N53°17'02"W	105.03'
L13	N52°53'22"W	22.47'

**Note regarding area of potential conflict**  
 The Parcel 5 lease description as tied to the Section corner is in error by many feet. Correcting it to match up to the Parcel A1 lease as shown hereon will create an overlap with the current description of the UALF lease. The UALF lease had a similar problem with the tie to the Section corner that I attempted to correct several years ago based on found spikes on the boundary. The current survey recovered a monument at the northwest corner of the UALF lease that is in conformance with the Parcel A1 lease and with the UALF lease. It is my opinion that the lease description for Parcel 5 and for the UALF parcel should be corrected to match the existing condition, eliminating any conflicts.



**NOTICE:** According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

Revision 2: 4/2/2015  
 Revision 1: 3/2/2015  
 SEE SHEET 1 FOR SURVEYOR'S STATEMENT

## IMPROVEMENT SURVEY PLAT

### Junction AeroTech, LLC

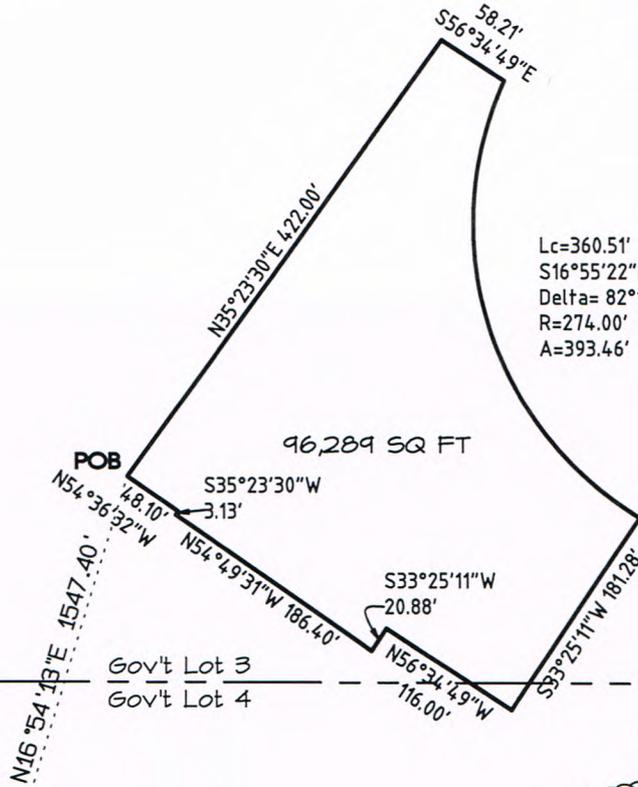
1/2 Section 30, 1/2 Section 31, Township 1 North, Range 1 East, Ute Meridian  
 Sheet 2 of 2 Date: Mar 31, 2015 Job No. 1464-001  
 Survey: sig, kst Drawn: kst Checked: Approved:  
 S:\PROJECTS\1464 FD Stonewater LLC\001.pro

**RIVER CITY**  
 CONSULTANTS

744 Horizon Court, #110 - Grand Junction, CO 81506 - Phone: 970-241-4722

Exhibit B-2

S1/16 COR  
SECS 25|30  
3" BRASS CAP



Lc=360.51'  
S16°55'22\"E  
Delta= 82°16'30\"  
R=274.00'  
A=393.46'

Mesa County  
Survey Marker  
S25|S30  
S36|S31

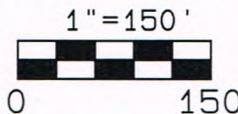
Basis of Bearings  
S 00°00'33\" E

□ SNO1  
SW COR SEC 31  
3\" GLO BRASS CAP  
T1N R1W R1E  
S36|S31 S1|S6 T1S"

MCLCS ZONE "GVA"  
TRANSVERSE MERCATOR PROJECTION  
POINT OF ORIGIN (SNO1) AND CENTRAL MERIDIAN:  
LATITUDE: 39°06'22.72756N  
LONGITUDE: 108°32'01.43463W  
NORTHING: 50,000FT  
EASTING: 100,000FT  
SCALE FACTOR: 1.0002181798  
PROJECT/SCALE FACTOR HEIGHT: 4644FT(NAVD88)



744 Horizon Ct.  
Suite 110  
Grand Junction  
CO 81506  
970-241-4722



THIS EXHIBIT IS FOR THE PURPOSE OF GRAPHICALLY REPRESENTING A WRITTEN DESCRIPTION - IT DOES NOT REPRESENT A MONUMENTED BOUNDARY SURVEY

Drawn:kst | Checked:akt | Nov 22, 2016

\\RCCSERVER\Data\PROJECTS\1258 GJRA\007 Leases 2016\007.prc



## FIRST AMENDMENT TO HANGER LEASE

This FIRST AMENDMENT TO HANGER LEASE (this "First Amendment") between the GRAND JUNCTION REGIONAL AIRPORT AUTHORITY ("Authority"), a body corporate and politic of the State of Colorado, and WEST STAR AVIATION, LLC ("West Star"), a corporation located at 796 Heritage Way, Grand Junction, Colorado 81506, is entered into on the date set forth below.

WHEREAS, on or about September 1, 2013, the Authority and West Star entered into a Hanger Lease by which the Authority agreed to lease Hanger 2810 to West Star; and

WHEREAS, on February 16, 2018 West Star exercised a five-year option to extend the term of the lease through August 31, 2023 (the "Extension Period"); and

WHEREAS, in addition to Hanger 2810, West Star desires to rent an additional 85,119 square feet of ramp space from the Authority. The area leased under the Hanger Lease and this First Amendment shall hereafter be collectively identified as the "Premises"; and

WHEREAS, the Authority and West Star desire to amend the Hanger Lease to reflect West Star's use of the ramp space and their mutual understandings during the Extension Period.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and West Star agree as follows:

1. Extension of Term. This First Amendment shall be effective at 12:00 a.m. on April 1, 2018, and the term of the Hanger Lease shall be extended through and including August 31, 2023. Pursuant to Section 3.2 of the Hanger Lease, West Star shall have the option of two additional extensions.

2. Leased Area. The Premises leased to West Star under Section 1.13 of the Hanger Lease shall be amended by the addition of 85,119 square feet of ramp space as described on **Exhibit A (Hanger Lease)** and **Exhibit A<sup>1</sup> (Access Easement)**, and depicted on **Exhibit B (Survey)**. Consistent with the terms and conditions of the Hanger Lease, West Star shall have the exclusive use of the Premises and the non-exclusive right to use such airport runways, taxiways, taxi lanes, and other public use aprons, rights of way, and access areas as may be necessary for ingress and egress to the Premises.

3. Ground Lease Rental Charged for the Period beginning April 1, 2018. Beginning April 1, 2018, West Star shall pay ground rent at a rate of for the Premises of \$77,451 per year, payable in monthly installments of \$6,454.25. This rent will be paid in accordance with the procedure set forth in Article 4 of the Hanger Lease and will be adjusted according to the Consumer Price Index effective September 1, 2018.

4. Agreement Still in Effect. All terms used in this First Amendment shall have the same meanings as that set forth in the Hanger Lease and except as they are specifically modified

herein. All provisions of the Hanger Lease not specifically amended herein shall remain unchanged and in full force and effect.

5. Authority. The undersigned signatory for West Star warrants and represents that he/she is an officer or agent of West Star authorized to execute this First Amendment on behalf of West Star, and by his/her execution below, West Star shall be bound to this First Amendment.

**IN WITNESS WHEREOF** the parties hereto have executed this First Amendment to Hanger Lease effective as of the day and year set forth above.

**GRAND JUNCTION REGIONAL AIRPORT AUTHORITY**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: Airport Manager  
Date: \_\_\_\_\_

**WEST STAR AVIATION, LLC**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

## EXHIBIT A

### West Star Aviation 2810 Hangar Lease

A parcel of land situated in Government Lot 3 of Section 30, Township 1 North, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at the southwest corner of said Section 30, a 3" brass cap marked "MESA COUNTY SURVEY MARKER – R1W T1N S25 S30 S36 S31" whence the southwest corner of Section 31, a 3" brass cap marked "GOVERNMENT LAND OFFICE T1N R1W R1E S36 S31 S1 S6 T1S" bears South 00°00'33" East, with all bearings herein relative thereto;

Thence North 11°01'22" East, a distance of 1605.23 feet to the Point of Beginning;

Thence North 54°36'30" West, a distance of 61.26 feet;

Thence North 35°23'30" East, a distance of 419.30 feet;

Thence South 56°34'49" East, a distance of 233.04 feet;

Thence South 35°23'30" West, a distance of 422.00 feet;

Thence South 54°36'32" East, a distance of 28.96 feet;

Thence South 35°31'06" West, a distance of 88.79 feet;

Thence North 53°40'22" West, a distance of 186.92 feet;

Thence North 25°51'04" East, a distance of 81.54 feet to the Point of Beginning.

Containing 114,610 square feet (2.631 acres) more or less.

EXCEPT the following described parcel, being the perimeter of an existing building footprint;

Commencing at the southwest corner of said Section 30, a 3" brass cap marked "MESA COUNTY SURVEY MARKER – R1W T1N S25 S30 S36 S31" whence the southwest corner of Section 31, a 3" brass cap marked "GOVERNMENT LAND OFFICE T1N R1W R1E S36 S31 S1 S6 T1S" bears South 00°00'33" East, with all bearings herein relative thereto;

Thence North 11°01'22" East, a distance of 1605.23 feet to the Point of Beginning;

Thence North 35°16'29" East, a distance of 160.59 feet;

Thence South 54°43'34" East, a distance of 160.27 feet;

Thence South 35°03'56" West, a distance of 162.49 feet;

Thence South 54°32'47" East, a distance of 39.72 feet;

Thence South 35°31'06" West, a distance of 31.98 feet;

Thence North 54°32'51" West, a distance of 112.01 feet;

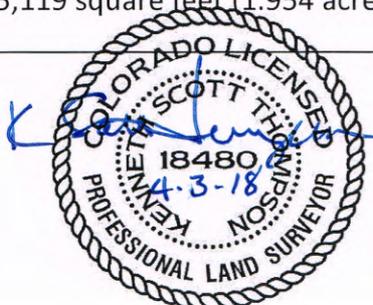
Thence North 35°27'11" East, a distance of 33.80 feet;

Thence North 54°49'02" West, a distance of 88.55 feet to the Point of Beginning.

Containing 29,491 square feet (0.677) acres, more or less.

Resulting in a net area of 85,119 square feet (1.954 acre) more or less.

This description was prepared by:  
Kenneth Scott Thompson  
Colorado P.L.S. 18480  
744 Horizon Court - #110  
Grand Junction, CO 81506



NOTICE: Any rewriting or retyping of this description must NOT include this preparation information. Lack of an original seal indicates this document is not the original.

## EXHIBIT A<sup>1</sup>

### West Star Aviation 2810 Hangar Lease – Access Easement

A parcel of land situated in Government Lot 3 of Section 30, Township 1 North, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Commencing at the southwest corner of said Section 30, a 3" brass cap marked "MESA COUNTY SURVEY MARKER – R1W T1N S25 S30 S36 S31" whence the southwest corner of Section 31, a 3" brass cap marked "GOVERNMENT LAND OFFICE T1N R1W R1E S36 S31 S1 S6 T1S" bears South 00°00'33" East, with all bearings herein relative thereto;

Thence North 11°01'22" East, a distance of 1605.23 feet;

Thence North 54°36'30" West, a distance of 1.26 feet to the Point of Beginning;

Thence North 54°36'30" West, a distance of 60.00 feet;

Thence North 35°23'30" East, a distance of 201.47 feet;

Thence South 54°43'34" East, a distance of 232.91 feet;

Thence South 35°23'30" West, a distance of 40.00 feet;

Thence North 54°43'34" West, a distance of 172.91 feet;

Thence South 35°23'30" West, a distance of 161.59 feet to the Point of Beginning.

Containing 0.436 acres, more or less.

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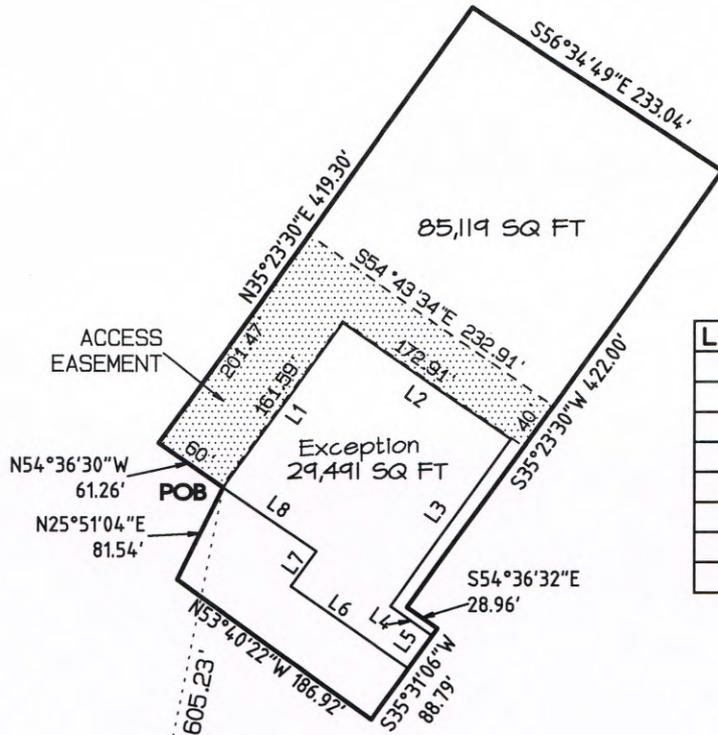
This description was prepared by:  
Kenneth Scott Thompson  
Colorado P.L.S. 18480  
744 Horizon Court - #110  
Grand Junction, CO 81506



NOTICE: Any rewriting or retyping of this description must NOT include this preparation information. Lack of an original seal indicates this document is not the original.

# EXHIBIT B

## West Star Aviation 2810 Hangar Lease



Line Table

LINE	BEARING	DISTANCE
L1	N35°16'29\"E	160.59'
L2	S54°43'34\"E	160.27'
L3	S35°03'56\"W	162.49'
L4	S54°32'47\"E	39.72'
L5	S35°31'06\"W	31.98'
L6	N54°32'51\"W	112.01'
L7	N35°27'11\"E	33.80'
L8	N54°49'02\"W	88.55'

S1/16 COR  
SECS 25|30  
3\" BRASS CAP

Gov't Lot 3  
Gov't Lot 4

Mesa County  
Survey Marker  
S25|S30  
S36|S31

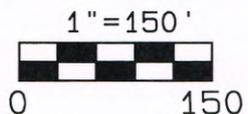
Note: this monument is now buried below curb and gutter. Set in the curb is a MagNail over the location and a Witness Corner set 6 feet north along the section line. See Monument Record on file with the Colorado State Board of AES.



Basis of Bearings  
S 00°00'33\" E

SN01  
SW COR SEC 31  
3\" GLO BRASS CAP  
T1N R1W R1E  
S36|S31 S1|S6 T1S\"

MCLCS ZONE "GVA"  
TRANSVERSE MERCATOR PROJECTION  
POINT OF ORIGIN (SNO1) AND CENTRAL MERIDIAN:  
LATITUDE: 39°06'22.72756N  
LONGITUDE: 108°32'01.43463W  
NORTHING: 50,000FT  
EASTING: 100,000FT  
SCALE FACTOR: 1.000218181798  
PROJECT/SCALE FACTOR HEIGHT: 4644FT(NAVD88)



**RIVERCITY**  
CONSULTANTS

744 Horizon Ct.  
Suite 110  
Grand Junction  
CO 81506  
970-241-4722

Drawn:kst | Checked:akt | Apr 3, 2018

THIS EXHIBIT IS FOR THE PURPOSE OF GRAPHICALLY REPRESENTING A WRITTEN DESCRIPTION - IT DOES NOT REPRESENT A MONUMENTED BOUNDARY SURVEY

## Grand Junction Regional Airport Authority

### Agenda Item Summary

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TOPIC:	West Star office and garage lease amendment
PURPOSE:	Information <input type="checkbox"/> Guidance <input type="checkbox"/> Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Staff recommends the board approve first amendment to the West Star office and garage lease.
DISCUSSION:	<p>On October 2013 West Star entered a lease for office and garage space at the control tower. The current lease expires October 2018, the amendment will extend the lease to October 2028 and including two additional 5 year terms. West Star has agreed to repair the ramp north of the control tower within 18 months of lease execution.</p> <p>Airport Authority general counsel has reviewed without exception. See attached documents for complete agreement details.</p>
ATTACHMENTS:	First amendment
STAFF CONTACT:	Ty Minnick <a href="mailto:tminnick@gjairport.com">tminnick@gjairport.com</a> 970-248-8593

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## FIRST AMENDMENT TO OFFICE AND GARAGE LEASE

This FIRST AMENDMENT OFFICE AND GARAGE LEASE (this "First Amendment") between the GRAND JUNCTION REGIONAL AIRPORT AUTHORITY ("Authority"), a body corporate and politic of the State of Colorado, and WEST STAR AVIATION, INC. ("West Star"), a corporation located at 796 Heritage Way, Grand Junction, Colorado 81506, is entered into on the date set forth below.

WHEREAS, on or about October 21, 2013, the Authority and West Star entered into an Office and Garage Lease ("Tower Lease") by which the Authority agreed to lease the Grand Junction Regional Airport Tower, Level 1 and accessory garage space, a total area of approximately 5,135 square feet (the "Premises"), to West Star; and

WHEREAS, the current term of the Tower Lease will expire on October 31, 2018, and West Star desires to extend the term of the Tower Lease for an additional 10-year period (the "Extension Period"), with two subsequent five-year options; and

WHEREAS, the Authority and West Star agree that certain repairs and improvements to ramp north of the tower are necessary and desirable and shall be timely completed following the execution of this First Amendment; and

WHEREAS, the Authority and West Star desire to amend the Tower Lease to reflect their mutual agreements during the Extension Period.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and West Star agree as follows:

1. *Extension of Term.* This First Amendment shall be effective at 12:00 a.m. on April 1, 2018, and the term of the Tower Lease shall be extended through and including October 31, 2028. West Star shall, upon the expiration of the Extension Period have the option of two additional five-year extensions of the Tower Lease. West Star shall provide 90 days prior written notice to the Authority in the last year of the then-current extension period of its intent to re-lease the Premises for an additional five-year period.

2. *Repairs and Improvements.* West Star shall, within 18 months of the execution of this First Amendment, commence and substantially complete repairs to the ramp area north of the tower as depicted on **Exhibit A**, attached and incorporated by this reference.

3. *Tower Lease Rent Charged for the Period beginning April 1, 2018.* West Star shall pay ground rent for the Premises at the rate of \$74,226 per year, payable in monthly installments of \$6,185.50. This rent will be paid in accordance with the procedure set forth in Article 4 of the Tower Lease and will be adjusted November 1<sup>st</sup> in odd numbered years according to the Consumer Price Index.

4. Agreement Still in Effect. All terms used in this First Amendment shall have the same meanings as that set forth in the Tower Lease and except as they are specifically modified herein. All provisions of the Tower Lease not specifically amended herein shall remain unchanged and in full force and effect.

5. Authority. The undersigned signatory for West Star warrants and represents that he/she is an officer or agent of West Star authorized to execute this First Amendment on behalf of West Star, and by his/her execution below, West Star shall be bound to this First Amendment.

**IN WITNESS WHEREOF** the parties hereto have executed this First Amendment to Tower Lease effective as of the day and year set forth above.

**GRAND JUNCTION REGIONAL AIRPORT AUTHORITY**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: Airport Manager  
Date: \_\_\_\_\_

**WEST STAR AVIATION, INC.**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

EXHIBIT A



4.738 SF

2,254 SF

# Grand Junction Regional Airport Authority

## Agenda Item Summary

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TOPIC:	Rocky Mountain Hangar lease addendum
PURPOSE:	Information <input type="checkbox"/> Guidance <input type="checkbox"/> Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Staff recommends the board approve the Rocky Mountain Hangar second addendum.
DISCUSSION:	<p>The FAA Policy and Procedures Concerning the Use of Airport Revenue item 6 Policies Regarding the Requirement for Self-Sustaining Rate Structure: “The final policy permits airport operators to charge reduced rental rates and fees, including nominal rates, to not-for-profit aviation museums... to the extent that the reduction is reasonably justified by the tangible and intangible benefits to the airport or civil aviation...Benefits to the airport may include any in-kind services provided to the airport and airport users by the aviation museum...policy permits but does not require below market rental rates, including nominal rates. The airport operator is free to treat a qualified aviation museum as it would any other aeronautical activity in setting rental rates and other fees to be paid by the museum”.</p> <p>To meet the FAA policy described above, CAF has indicated they will have an annual Rise Above education program with over 2,000 middle school kids attending; display of the TBM Avenger; including GJRA as a sponsor in all CAF advertising.</p>
FISCAL IMPACT:	The addendum will reduce the annual rent on the 12,375 square feet of the revenue portion of the lease from \$0.1469 per square foot or \$1,817.89 to \$0.0765 per square foot or \$946.69.
ATTACHMENTS:	Second addendum
STAFF CONTACT:	Ty Minnick Email: <a href="mailto:tminnick@gairport.com">tminnick@gairport.com</a> Office: 970-248-8593

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## SECOND ADDENDUM TO GROUND LEASE AGREEMENT

This SECOND ADDENDUM TO GROUND LEASE AGREEMENT (this “Second Addendum”) is made and entered into by and between the GRAND JUNCTION REGIONAL AIRPORT AUTHORITY (the “Authority”), a body corporate and politic of the State of Colorado, and ROCKY MOUNTAIN HANGER, INC. (“Tenant”).

### **Recitals**

**WHEREAS**, on July 1, 1997, the parties executed a Ground Lease Agreement (the “Lease Agreement”) by which the Authority leased to Tenant a parcel of real property consisting three separate tracts (the “Leased Premises”) through June 30, 2017; and

**WHEREAS**, on or about December 21, 1999, and pursuant to the First Addendum to Ground Lease Agreement, the Authority agreed to lease to Tenant an additional 10,762.5 square feet (the “Additional Premises”) for the purpose of constructing a hanger thereupon; and

**WHEREAS**, on December 15, 2016, Tenant provided written notice to the Authority of Tenant’s intention to renew the Lease Agreement for an additional 10-year period as provided in Article IV.B thereof (the, “Extension Period”); and

**WHEREAS**, the parties now desire to amend the Lease Agreement to reflect a reduction in the rent owed by Tenant to the Authority during the Extension Period.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Ground Lease Rent. Except as provided in Article IV.A.2 and IV.A.3, the annual rent payable by Tenant to the Authority shall be reduced consistent with the following rates:

Lease Category	Square Feet	Annual Rate	Annual Rent
Object Fee Area	12,456.00		
Non-revenue	53,288.50	0.0765	\$4,076.57
Revenue	12,375.00	0.0765	\$946.69
<b>TOTAL RENT</b>			<b><u>\$5,023.26</u></b>

2. Agreement Remains in Effect. All terms used in this Second Addendum shall have the same meanings set forth in the Lease Agreement and except as they are specifically modified herein, all provisions of the Lease Agreement, including any prior addendums and written amendments, remain in full force and effect.

3. Authority. The undersigned signatory for Tenant warrants and represents that he/she is an officer or agent of Tenant authorized to execute this Second Addendum on behalf of Tenant, and by such execution, Tenant shall be bound by this Second Addendum.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Second Addendum effective as of the day and year set forth above.

**GRAND JUNCTION REGIONAL AIRPORT AUTHORITY**

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

Printed Name: \_\_\_\_\_

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

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

**ROCKY MOUNTAIN HANGER, INC.**

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

Printed Name: \_\_\_\_\_

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

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

# Grand Junction Regional Airport Authority

## Agenda Item Summary

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TOPIC:	Microgrid Energy Solar Subscription
PURPOSE:	Information <input type="checkbox"/> Guidance <input type="checkbox"/> Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Staff recommends the Board authorize the Executive Director to execute a Community Solar Services Agreement with two of Microgrid's gardens, Mesa CSG 1 LLC and Mesa CSG 2 LLC, and allow staff to continue working with Microgrid Energy, LLC to identify a site to host a future solar garden.
LAST ACTION:	Board authorized staff to talk to Oak Leaf Energy Partners and Microgrid Energy, LLC, the only two approved solar vendors for Mesa County.
DISCUSSION:	Staff asked Oak Leaf Energy Partners and Microgrid Energy, LLC to study the Airport's electrical consumption and to prepare a presentation for senior management. Both companies were asked to evaluate the possibility for the Airport to participate in solar subscription as well as look into options for the Airport to host a solar garden. Each vendor presented and their presentations were evaluated on the financial benefit to the Airport, risk to the Airport, as well as the quality of the presentation. The attached Community Solar Services Agreement has been reviewed by counsel and one very minor change was made to the agreement.
FISCAL IMPACT:	Reduction in the Airport's electrical expense. The savings are estimated to be \$1,015,811 over a 20 year period.
COMMUNICATION STRATEGY:	N/A
ATTACHMENTS:	Community Solar Services Agreement
STAFF CONTACT:	Ben Peck Email: bpeck@gjairport.com Office: 970-248-8589

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## Community Solar Services Agreement

<b>Subscriber Name</b>	<b>Grand Junction Regional Airport Authority</b>
<b>Contact Name</b>	
<b>Email</b>	
<b>Phone</b>	

<b>Billing Address</b>	Street
	City
	State
	Zip
	County
<b>Site Address</b>  (Additional Site Addresses, if any, listed in Attachment C)	Street
	City
	State
	Zip
	County
<b>Utility</b>	<b>Xcel Energy</b>

<b>Subscription Terms</b>	Production Capacity	<b>Up to 1,163</b>	kW (DC)
	Price	<b>0.05900</b>	\$ / kWh
	Escalator	<b>1.35</b>	% / Year
<b>“Community Solar Gardens” under applicable Colorado law (“Project”)</b>	Operator	Mesa CSG 1 LLC, Mesa CSG 2 LLC, or its assignee Operator(s) of one or more Community Solar Garden(s) to which your Production Capacity is assigned	
	CSG(s)	SRC054194; SRC053581 and/or, additional CSGs to which all or part of your Production Capacity may be assigned by Operator(s)	
	CSG Capacity Awarded by Xcel Energy	SRC054194 = up to 2,000 SRC053581 = up to 2,000	kW (DC)

1. Parties. This is a Community Solar Services Agreement (“Agreement”) between the “Operator” (identified on the cover page of this agreement) and you, a retail electric service customer of the Utility. References to the Operator include the words “we”, “our”, and “us.” References to you include the words “you” or “Customer”.
2. The Community Solar Array. The Operator intends to construct, own, operate, and maintain the Project as described on the cover page of this Agreement. You are the electricity customer of record at one or more premises within the Utility’s service territory. Applicable law allows you to subscribe to a share of the solar energy produced from the Project and attribute your share of solar energy to one or more of your metered premises. We refer to the premises covered by this Agreement listed in Attachment C as your “Location” or “Locations.” You are not required to invest money in the Project.
3. Customer’s Production Capacity. You are eligible to participate in the Project and have subscribed to the amount of the Project’s production shown in kilowatts (DC) (“kW (DC)”) on the cover page, defined as your “Production Capacity”. We measure the amount of solar energy produced by your Production Capacity in kilowatt hours (“kWh”), and your actual Production Capacity is called your “Solar Energy.”
4. Utility Agency Agreement. The Operator intends to enter into an agreement with the Utility (sometimes called a “Community Solar\* Rewards Community Producer Agreement” or “Agency Producer Agreement” and referred to as an “Agency Producer Agreement” in this Agreement) under which the Operator and the Utility take the following actions in the implementation of the Project:
  - A. Operator. The Operator will be responsible for operating the Project; for delivering and selling all solar energy produced and the associated renewable energy credits (“RECs”) to the Utility; for providing the Utility with monthly information that identifies you and your Solar Energy; and for sending you a monthly invoice for your Solar Energy, which will be payable to the Operator.
  - B. The Utility. The Utility is responsible for accepting deliveries of your Solar Energy; for providing you with a credit in dollars for your Solar Energy on your retail electric service bill (your “Bill Credit”); and for issuing a check to the Operator for the RECs associated with your Solar Energy.
5. Acknowledgements and Agency Agreement. When you sign this Agreement, you agree to the Acknowledgements in Attachment A and to execute an Agency Agreement with the Operator. The Agency Agreement gives an Operator the authority to act as your exclusive agent to sell your Solar Energy and RECs to the Utility, to manage your Production Capacity and to act as your agent for the purpose of communicating information to the Utility used to calculate and apply your Bill Credit.
6. Consent to Disclose Utility Customer Data. When you sign this Agreement, you agree to sign a “Consent to Disclose Utility Customer Data” that authorizes the Utility to share information with us about your past and present electric usage at your Locations and will be used to verify the extent of your eligibility to participate in the Project. You will let us know if there are any changes in your eligibility status.
7. Agreement Term. This Agreement is effective upon execution. The term of this Agreement is 240 consecutive calendar months starting on the first day of the first month after the initial production of kWh (excluding test production) by the Project as measured at the Project’s production meter. The responsibility of the Operator to facilitate the application of Bill Credits by the Utility will terminate after the Utility applies the Bill Credit for the 240th month of production of Solar Energy to your account.
8. Payments. Unless otherwise set forth in this Agreement, the payment amount you owe the Operator (“Monthly Payment”) is equal to the kWh of Solar Energy produced and delivered to the Utility during a production month, multiplied by the price per kWh in effect during the year in which the production month occurs shown on the price list on Attachment B. You agree to pay the full Monthly Payment within thirty (30) days after the date of our invoice.

If in any given month Subscriber’s rate as set forth in Attachment B (“Rate”) exceeds the rate used by the Utility for that same month to calculate Subscriber’s Bill Credit (“Bill Credit Rate”), then Subscriber’s Rate will be reduced to an amount equal to the Bill Credit Rate (each such reduction a “Reduction”); provided, however, the Rate will never be lower than the year one Rate (as shown in Attachment B).

If at any time after a Reduction, the Bill Credit Rate increases, then the Rate will increase to equal the Bill Credit Rate (each such increase an “Increase”); provided, however, the Rate will never exceed the Rate set forth in Attachment B and that corresponds to the year in which the Increase occurs. The parties acknowledge and agree the percentage amount of an Increase may exceed the annual percentage escalator that was used to calculate the escalation of the Rates set forth in Attachment B, but only to the extent necessary to cause the Rate to equal the Bill Credit Rate, and not to exceed the Rate set forth in Attachment B that corresponds to the year in which the Increase occurs.
9. Late Payments. If you pay us late, we will charge you interest on the unpaid balance at the rate of one percent (1%) per month.
10. Customer Eligibility. The Operator will ensure that all premises listed in Attachment C of this Agreement comply with any applicable law or Utility requirements at the time of execution of this Agreement.
11. Bill Credits. The Utility is responsible for accepting deliveries of your Solar Energy and for providing you with a Bill Credit in dollars for your Solar Energy on your retail electric service bill. The amount of your Bill Credit is based on various factors controlled by your registered meter type, by applicable tariff, and pertinent regulations.
12. Renewable Energy Credits. The Agency Agreement requires us to transfer your Solar Energy and RECs to the Utility in exchange for your Bill Credit. You hereby irrevocably assign and transfer to us your RECs and the right to receive and retain any payments from the

Utility attributable to your Solar Energy and RECs. You agree that if you transfer your Production Capacity to another person (any such transfer being subject to the limitations and/or requirements of this Agreement) your transferred interest in your Production Capacity will continue to be subject to the assignment of the RECs to the Operator and will not affect the Operator's ongoing right to receive any payments from the Utility for the RECs associated with your Solar Energy and transferred Production Capacity. There may be additional, non-power related benefits associated with your Production Capacity, such as environmental, tax, or future benefits. You agree that we or our designee are entitled to all such benefits, regardless of their ownership. If we need you to sign any additional documents to evidence our agreement relating to your RECs and any other benefits that may be associated with your Production Capacity or Solar Energy, you agree to do so at our request.

13. Changes in Your Participation: Substitution of New Premises. You will give us written notice if you want to make changes to this Agreement, transfer some or all of your Production Capacity, or substitute Premises. We will consider any such request, at the time of receipt, based on our then-applicable eligibility and/or credit requirements and any Utility requirements, and will, in our discretion, determine whether to authorize the request. We may request additional information in connection with a request, and you will promptly provide that information. Further, any authorization will be contingent on your and (as applicable) your transferee's execution of such documents as we, our Lender (defined below), and/or the Utility may request.
14. Taxes. The Monthly Payment does not include taxes. The Operator acknowledges that the Customer is a tax-exempt entity. Upon execution, Customer will provide the Operator with its exemption certificate. In the event that you become a taxable entity, you agree to either pay or reimburse us for any and all taxes assessed on the generation, sale, delivery, or consumption of your Solar Energy or your Bill Credits. The term "taxes" includes any federal, state, and local ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, or transaction tax, and other taxes, regulatory fees, surcharges, or other similar charges, but does not include any income taxes imposed on the Operator's revenues due to the sale of energy under this Agreement, which are solely the Operator's responsibility.
15. Non-Appropriation Event. The Operator acknowledges and agrees that in accordance with Colorado constitutional restrictions, Customer has appropriated funds necessary to satisfy the payments that are required to fulfill its obligations under this Agreement for the initial year of the term of this Agreement. The payment of any compensation due under this Agreement for any year beyond the first year provided for herein is contingent upon annual appropriation of funds in accordance with applicable law. During the Term of this Agreement, you agree in good faith that your staff will include the amounts to become due under this Agreement in your budget request for each fiscal year for funding your energy costs.
  - A. In any fiscal year, your failure to make an appropriation for the purchase of electricity from any source at any of your locations for a future fiscal year, including the encumbrance under this Agreement will be a non-appropriation event (a "Non-Appropriation Event"). If a Non-Appropriation Event occurs, you agree to assign your Production Capacity to us. We will have the right to retain your Production Capacity, and the Bill Credits and RECs associated with your Production Capacity, for the duration of the Non-Appropriation Event. You will not have the right to receive Bill Credits during the occurrence of a Non-Appropriation Event.
  - B. Termination. If a Non-Appropriation Event occurs, we have the right in our sole discretion to terminate this Agreement, without further obligation by either party. You agree to assign your interest in your Production Capacity to us upon termination of this Agreement. If a Non-Appropriation Event occurs and we do not terminate this Agreement, then we acknowledge and agree that for the duration of that Non-Appropriation Event you will have no financial obligations under this Agreement.
  - C. Transfer of Production Capacity. We may transfer all or a portion of your Production Capacity to another customer for the duration of a Non-Appropriation Event.
  - D. Budget Requests. Unless we choose to terminate this Agreement for a Non-Appropriation Event, your staff will in good faith continue to include the amounts to be paid to the Operator pursuant to this Agreement in each subsequent fiscal year of the Term in your budget request for funding of your energy costs for each fiscal year, and if an appropriation for such amounts is made for a future fiscal year our respective obligations under this Agreement may be reinstated in our sole discretion. You will not be liable for any Monthly Payment during the respective fiscal year associated with the Non-Appropriation Event. If you make ten (10) successive annual requests to include the amounts to be paid to the Operator pursuant to this Agreement that are denied, you will no longer be required to make further annual appropriation requests under this Agreement.
16. Insurance. We will insure the Project during the term of this Agreement in accordance with our contract with the Utility and applicable law, regulations, and tariffs. You are not responsible for insuring your Production Capacity.
17. Customer Default. The following events will constitute an event of default on your part ("Customer Default"):
  - A. Except as otherwise expressly permitted in this Agreement, you attempt to terminate this Agreement before the end of the Term;
  - B. You fail to pay any amount when due under this Agreement and such failure continues for thirty (30) days after you receive notice from us of such failure to pay;
  - C. You are in breach of any material representation or warranty, or fail to perform any material obligation as set forth in this Agreement and your breach or failure is not cured within thirty (30) days after you receive notice from us;
  - D. You admit in writing your insolvency, assign your assets for the benefit of creditors, enter any bankruptcy or reorganization proceeding (either voluntary or involuntary), are otherwise adjudicated bankrupt or insolvent, or have all or substantially all of your assets subject to attachment, execution or other judicial seizure; or,

- E. You attempt to claim any RECs or non-energy related benefits in connection with Solar Energy that conflict with the terms of this Agreement.
18. Operator Default. The following events will constitute an event of default on our part ("Operator Default"):
- A. We are in breach of any material representation or warranty, or fail to perform any material obligation as set forth in this Agreement and our breach or failure is not cured within thirty (30) days after notice from you; or
  - B. We admit in writing our insolvency, assign our assets for the benefit of creditors, enter any bankruptcy or reorganization proceeding (either voluntary or involuntary), are otherwise adjudicated bankrupt or insolvent, have all or substantially all of our assets subject to attachment, execution or other judicial seizure.
19. Our Remedies in Case of Your Default. If you are in default under this Agreement, we may take any one or more of the following actions at our option and in our discretion. If the law requires us to do so, we will give you notice and wait the stipulated period of time required before taking these actions. We may: terminate this Agreement and recover damages; take any action to correct your default and to prevent or reduce our loss; Proceed, by appropriate court to enforce performance of this Agreement and to recover damages for your default (including court costs attorneys' fees to the fullest extent allowed by law); and pursue any other remedy available to us in this Agreement or by law.
20. Your Remedies in Case of an Operator Default. If an Operator Default results in the failure or inability of the Project to produce Solar Energy for a period of three hundred sixty-five (365) consecutive days, you may terminate this Agreement without further obligation. In the case of any other Operator Default, your remedy is to proceed, by appropriate court, to enforce performance of this Agreement and to recover damages (including court costs and attorneys' fees to the fullest extent allowed by law and pursue any other remedy available to you in this Agreement or by law.
21. Financing Accommodations. In order to finance the construction and installation of the Project, we will borrow money from one or more lenders (each a "Lender") who will require that we provide them with a security interest in the Project, in our contracts with other customers, and in this Agreement and any amounts you owe us. For the benefit of our Lenders, you agree to the following provisions. You understand that we may finance the acquisition, development, installation, operation and maintenance of the Project with financing or other accommodations from one or more financial institutions and that our obligations to the Lender may be secured by, among other collateral, a pledge or collateral assignment of this Agreement, and the amounts due us under this Agreement and a security interest in the Project (collectively, the "Lender's Security Interest"). In order to facilitate the necessary financing, you consent to our granting the Lender's Security Interest. You acknowledge and agree that you and all of your rights under this Agreement are and will be subject and subordinate to the Lender's Security Interest (as may be later modified by any and all renewals, modifications, supplements, amendments, consolidations, replacements, substitutions, additions, and extensions).
22. Lender's Rights; Additional Information. The following provisions will apply for the benefit of our Lenders:
- A. A Lender will be entitled to, but not obligated to, exercise any of our rights and remedies under this Agreement. The Lender will also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement and the Project.
  - B. A Lender will have the right, but not the obligation, to pay all sums due from us under this Agreement and to perform any other act, duty or obligation required of us, and to cure any Operator Default in the time and manner provided by the terms of this Agreement. Except as provided below, nothing requires a Lender to cure an Operator Default, to perform any act, duty or obligation of the Operator under this Agreement, unless the Lender has succeeded to our rights under this Agreement, but Customer hereby gives Lender the option to do so.
  - C. If the Lender exercises its remedies under the Lender's Security Interest in the Project, including any sale by the Lender, whether by judicial proceeding or under any power of sale, or any conveyance from us to Lender (or its assignee) in lieu of a sale, the Lender will give you notice of the transfer or assignment of this Agreement. If Lender exercises these remedies, it will not constitute a default under this Agreement, and will not require your consent.
  - D. Upon any rejection or other termination of this Agreement under any process undertaken with respect to us under the United States Bankruptcy Code, or otherwise, you agree to enter into a new agreement with a Lender or its assignee under the same terms as this Agreement (except for those matters that have been satisfied) and for the remainder of the term if a Lender requests you to do so within ninety (90) days of the termination or rejection of this Agreement. You agree to enter such new agreement within thirty (30) days after your receipt of the Lender's request.
23. Lender's Right to Cure. Regardless of any contrary term of this Agreement:
- A. You will not exercise any of your rights under this Agreement in the case of an Operator Default unless you have given the Lenders written notice of that default simultaneously with your delivery of that notice to us. In your notice, you will describe the event giving rise to the Operator Default. In addition to our cure period, the Lenders will have an additional thirty (30) days (to run consecutively with our cure period) after the Lender's receipt of such notice or any longer period provided for in this Agreement to cure the subject Operator Default. If the Operator Default reasonably cannot be cured by the Lender within the period provided and the Lender commences and continuously pursues cure of the Operator Default within that period, the period for cure will be extended for so long as required for the Lender to cure the default, but only if the Lender exercises continued efforts to cure the default. The Operator's and Customer's respective obligations will otherwise remain in effect during the cure period.
  - B. If a Lender or its assignee (including any buyer or transferee) acquires title to or control of our assets and within the applicable

time periods cures all defaults under this Agreement existing as of the date of such change in control in the manner required by this Agreement and which are capable of cure by a third person or entity, then the Lender or third party buyer or transferee will no longer be in default under this Agreement, and this Agreement will continue in full force and effect.

- C. At the request of a Lender and/or its assignee, you agree to execute and deliver any document, instrument, or statement required by law or otherwise as reasonably requested by Lender or its assignee in order to create, perfect, continue or terminate the security interest in favor of Lender in all assets of the Operator (which include this Agreement), and to secure the obligations evidenced by Lender's Security Interest.
24. Cooperation. Upon a Customer Default or an Operator Default, the parties agree to cooperate with each other so as to preserve our right to the RECs and other non-energy benefits attributable to your Production Capacity and Solar Energy.
25. Tax Matters. We agree that, for Federal income tax purposes, the transactions described in the Agreement will be characterized as follows:
- A. You will purchase your Solar Energy from the Operator.
  - B. Your Solar Energy purchase will be treated as a service contract under Internal Revenue Code Section 7701(e).
  - C. We will sell your Solar Energy to the Utility as your agent under Solar\*Rewards Community Agency Agreement.
  - D. You will receive a monthly Bill Credit from the Utility in exchange for your Solar Energy.
  - E. Regardless of what any other provision of this Agreement may say to the contrary, you will not bear any significant financial burden if there is nonperformance by the Operator under this Agreement, as the phrase "any significant financial burden if there is nonperformance" is used in Section 7701(e)(4)(A)(ii) of the Internal Revenue Code. This prohibition also applies to any party related to you and includes you being deemed to bear any significant financial burden.
  - F. Regardless of what any other provision of this Agreement may say to the contrary, you will not be deemed to receive any significant financial benefit if the operating costs of the Project are less than the standard of performance and/or operation set forth in this Agreement, as the phrase "significant financial benefit if the operating costs of the Project are less than the standards of performance or operation" is used in Section 7701(e)(4)(A)(iii) of the Internal Revenue Code. This prohibition also applies to any party related to you.
  - G. Regardless of what any other provision of this Agreement may say to the contrary, or what any other agreement between the parties may say to the contrary, you will not have an option to purchase, and you will not be required to purchase, any portion of the Project. This prohibition also applies to any party related to you.
  - H. Regardless of what any other provision of this Agreement may say to the contrary, you will have no right to operate the Project, as that term is used in Internal Revenue Code Section 7701(e)(4)(A)(i). This prohibition also applies to any party related to you.

We agree that all tax returns, information statements, reporting requirements, and other filings related to taxes made by either party will be made so that they comply with the tax characterizations described in paragraphs (a) through (h) above, unless the law in effect at the time requires a party to do otherwise.

26. Force Majeure. If we are unable to perform all or some of our obligations under this Agreement because of a Force Majeure Event, we will be excused from whatever performance is affected by the Force Majeure Event, provided that: (a) as soon as is reasonably practical, we provide you with notice describing the Force Majeure Event; (b) the suspension of our obligations is limited to the scope and the duration required by the Force Majeure Event; and (c) no obligation of ours that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event will be excused as a result of such Force Majeure Event.

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by the Operator's fault or negligence. It will include, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of God; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; tornado; hail; volcanic activity; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, power or voltage surge caused by someone other than us, including a grid supply voltage outside of the standard range specified by the utility's equipment or products (but not to the extent that any such availability of any of the foregoing results from the Operator's failure to have exercised reasonable diligence); any other Utility delay or emergency; failure of equipment not utilized by us or under our control; and, force majeure affecting one (1) or more of our subcontractors.

27. Termination upon Force Majeure. If we are prevented from performing under this Agreement by reason of Force Majeure for a consecutive period of three hundred sixty-five (365) calendar days during the Term, then either Party may terminate this Agreement, without liability on either of your or our parts to the other, upon thirty (30) days written notice. In no event shall a Force Majeure Event excuse a party from the payment of money or the performance of its indemnity obligations under this Agreement.
28. Operator Indemnity. Subject to the limitations contained in Section 299, we agree to indemnify, defend and hold you harmless from and against any damages or losses directly attributable to a material breach of our obligations under this Agreement.

29. Limitations of Liability. Except for our indemnity obligations under Section 28 with respect to third party claims, we will not be liable to you for general, special, punitive, exemplary, indirect, incidental or consequential damages arising from or out of this Agreement. Our total liability to you under this Agreement will in no event exceed the aggregate of the payments made by you under this Agreement in the twelve (12) months that preceded your claim against us. That amount will be your sole and exclusive remedy and all other remedies or damages at law or equity are waived. We are not responsible for any consequential, incidental, punitive, exemplary or indirect damages, lost profits or losses relating to this Agreement, in tort or contract, including any negligence or otherwise. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE OPERATOR MAKES NO OTHER WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE Project OR THE OPERATOR'S OBLIGATIONS UNDER THIS AGREEMENT. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED.
30. Dispute Resolution. Each party agrees that to expedite and control the costs of disputes, the resolution of any dispute relating to this Agreement ("Dispute") will be resolved according to the following procedures:
- A. Unless otherwise agreed in writing, the parties agree to continue to perform each of our respective obligations under this Agreement during the course of the resolution of the Dispute.
  - B. Each party agrees to first try to informally resolve any Dispute. Accordingly, neither party will start a formal proceeding for at least forty-five (45) days after notifying the other in writing of the Dispute. Each party agrees to send our notice to the billing address set forth on the first page of this Agreement.
  - C. If, after the informal dispute resolution process set forth in Subsection B above does not result in a resolution of the dispute, the parties shall be free to seek any available relief.
  - D. To the fullest extent permitted by applicable law, the Parties hereby unequivocally waive the right to a jury trial of any matter related to this Agreement.
31. Miscellaneous.
- A. Entire Agreement; Amendment; Waiver. This Agreement contains the entire agreement and understanding between the parties concerning this Agreement and supersedes any prior or contemporaneous agreement, either written or verbal. Any changes or amendments to, or waivers of, any provisions of this Agreement will only be effective if they are in writing and signed by both of us. Our failure at any time to require strict performance by you of any of the provisions of this Agreement will not waive or diminish our right thereafter to demand strict compliance by you of that provision or of any other provision of this Agreement. If any provision of this Agreement is determined to be unenforceable, the remaining provisions will be enforced in accordance with their terms or will be interpreted so as to make them enforceable. The terms of this Agreement that expressly or by their nature survive termination shall continue thereafter until fully performed, which will include without limitation the obligation to make payments.
  - B. No Ownership; Liens. At no time during the term of this Agreement will you have any ownership in the Project, and nor will you have any lien of any kind, nature, or type in the Project. To the fullest extent permitted by applicable law, you hereby waive all such rights.
  - C. Further Assurances. You will perform all acts as we or a Lender request to give effect to the intent and purposes of this Agreement, including: giving consents to any assignments, encumbrances, pledges, or transfers permitted under this Agreement; executing estoppel certificates requested by us, or an existing or prospective Lender; providing such additional credit, financial, or electricity usage information concerning you as we or an Lender or prospective Lender may request; and, executing amendments to this Agreement, as may be required by any Lender or prospective Lender or assignee, provided, however, no such amendment will cause a material change to your, our, or a Lender's obligations or rights under this Agreement.
  - D. Binding Effect. This Agreement will be binding upon and inure to the benefit of each of us, and to our successors and permitted assigns, but nothing in this Agreement, express or implied, is intended to confer or will confer upon any other entity or person any benefits, rights or remedies except as expressly set forth in this Agreement.
  - E. Authority. You have the full power and authority to execute and deliver this Agreement and to perform your obligations hereunder. Your execution and performance of this Agreement and of your obligations under this Agreement have been duly authorized by all necessary action.
  - F. Marketing and Promotional Materials. We will have the right to use graphical representations or photography of the Project in our marketing and promotional materials. You agree to the use of your name and logo, if applicable, in our marketing materials in connection with the Project and any future Community Project or similar projects undertaken by the Operator. We agree not to disclose any other information in connection with our marketing and promotional materials.
  - G. Assignment by The Operator. The Operator may assign this Agreement along with all of our rights and obligations to any affiliate or third party without notice, for any purpose, including, the collection of unpaid amounts, or in the event of an acquisition, corporate reorganization, merger or sale of substantially all of its assets to another entity.
  - H. Counterparts. This Agreement may be signed in two or more counterparts with the same effect as if each party had signed and delivered the same counterpart, and shall become operative when each party has signed and delivered at least one counterpart. Each counterpart will be deemed to be an original for all purposes, and all counterparts together constitute one Agreement.

Delivery of a counterpart of this Agreement by facsimile or other electronic means will be good and sufficient delivery, and a facsimile or other electronic transmission evidencing execution shall be effective as a valid and binding agreement between the parties for all purposes.

**I have read this Agreement and its Attachments in their entirety, and I acknowledge that I have received a complete copy of this Agreement.**

**Operator**

**Customer**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Attachment A**  
**Acknowledgements**

Customer acknowledges the following:

1. **Electricity Consumption; Rates.** This agreement does not affect your ability to increase or decrease the amount of electricity you receive from the Utility. Your Bill Credit and your Monthly Payment are based on the amount of your Solar Energy produced, not your electricity consumption for any given month. If you consume less energy than the amount of your Solar Energy, your Bill Credit could be more than your electricity bill. In that case, the Utility will roll forward your Bill Credit to offset future applicable electricity charges. If you terminate your electricity service with the Utility before using all of your Bill Credits, they will expire and cannot be transferred. Your rate applicable to the Monthly Payment (see Attachment B) is independent of the rate applicable to your Bill Credit.
2. **Changes in Xcel's Cost of Electricity and Bill Credits.** Regulated utilities periodically seek increases in the rates that they charge with the Colorado Public Utilities Commission ("PUC"). Rate increases may change your Bill Credits. A change in rates as regulated by the PUC may increase or decrease the amount of bill credits for each ratepayer class. We have no authority with respect to changes in electricity rates charged to your ratepayer customer class. All rate changes are regulated by the Colorado PUC under Colorado law.
3. **No Savings or Production Guaranty.** Production of your Solar Energy will depend on a variety of factors beyond our control, including: including curtailment; Utility delay or emergencies; weather; and, equipment performance. We do not guaranty any level of production. We also do not guaranty that your participation in the Project will result in savings, as any potential savings will depend on a variety of factors beyond our control, including: Utility rate decreases/increases; fuel pricing; weather; and, equipment performance. Operator has and will have no practical ability to adjust the Project's operability or its relationship with the Utility in a way that could ensure a certain level of production or guaranty savings.
4. **Tariff; Law; Regulations.** You are familiar with your applicable tariff and with the laws and regulations that pertain to the Project, your electricity usage and to this Agreement, including C.R.S. §40-2-127, et seq., and Rule 3665, 4 CCR 723-3.

You agree that periodic changes in the amount of your Bill Credit, which may occur based on your level of electricity consumption or changes to rates and charges in Xcel's Tariffs as regulated by the Colorado PUC under Colorado Law, do not affect your obligation for the Monthly Payment. You also agree that you are responsible for your energy consumption and for assessing the impact of pricing dynamics for your meters on demand tariffs, and that your obligation for the Monthly Payment is independent of the resulting per kWh amount of your Bill Credit.

**Attachment B**  
**Contract Payment Schedule**

<b>Year</b>	<b>Rate (\$ / kWh)</b>	<b>Estimated Bill Credit Rate (\$ / kWh)</b>
1	0.05900	0.06668
2	0.05980	0.06875
3	0.06060	0.07088
4	0.06142	0.07308
5	0.06225	0.07534
6	0.06309	0.07768
7	0.06394	0.08008
8	0.06481	0.08257
9	0.06568	0.08513
10	0.06657	0.08777
11	0.06747	0.09049
12	0.06838	0.09329
13	0.06930	0.09618
14	0.07024	0.09916
15	0.07118	0.10224
16	0.07215	0.10541
17	0.07312	0.10868
18	0.07411	0.11205
19	0.07511	0.11552
20	0.07612	0.11910



## Grand Junction Regional Airport Authority

### Agenda Item Summary

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TOPIC:	RTR Relocation Project Task Order No. 3 (Bidding)- Mead & Hunt
PURPOSE:	Information <input type="checkbox"/> Guidance <input type="checkbox"/> Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Board approval of Task Order No. 3
LAST ACTION:	GJRAA executed a Professional Services Agreement with Mead & Hunt on May 16, 2017.
DISCUSSION:	<p>Task Order No. 3 is for the Professional Services Agreement between Mead &amp; Hunt and GJRAA for the Airport Improvement Project (AIP) 57, Remote Transmitter Receiver (RTR) Relocation.</p> <p>The scope of services includes bidding services for the RTR Relocation Project. To facilitate the construction of Runway 12/30, the Remote Transmitter Receiver (RTR) will be relocated 600 feet to the northwest. Bids for this project are due by April 26, 2018.</p>
FISCAL IMPACT:	\$13,031.00 FAA \$1,448.70 GJRA-Budgeted Dollars <b>\$14,479.70 Total</b>
COMMUNICATION STRATEGY:	N/A
ATTACHMENTS:	1. Task Order No. 3
STAFF CONTACT:	Eric Trinklein etrinklein@gjairport.com Office: 970-248-8597

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## TASK ORDER #3

TO

### PROFESSIONAL SERVICES AGREEMENT

**BETWEEN:** Grand Junction Regional Airport Authority (CLIENT)  
Grand Junction, Colorado

**AND:** Mead & Hunt, Inc. (CONSULTANT)  
A Wisconsin Corporation

**EFFECTIVE DATE:** April 5, 2018

#### RECITALS

This is the **Third Task Order** to the Professional Services Agreement dated effective 5/16/2017, between the Client of Grand Junction Regional Airport Authority and Mead & Hunt, Inc. The Professional Services Agreement effective 5/16/2017, is referred to herein as the Contract.

#### AGREEMENT

1. Services to be Provided.

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

The below agreement identifies the work described in Exhibit A, and corresponding fee described in Exhibit B, which is to be performed per this Task Order. The focus area of each of the below Scope Tasks will be as agreed by the OWNER and CONSULTANT.

Phase 201: RTR Bid Administration

Fee: \$14,479.70

Payment Terms: Lump Sum

Expected Completion: Summer 2018

2. Schedule.

The project shall be completed Summer 2018.

3. Consideration.

The services shall be provided for the lump sum of **Fourteen Thousand Four Hundred Seventy-Nine Dollars and Seventy Cents (\$14,479.70)**, as described in Exhibit B, *Fee Estimate*. Progress payments shall be made in accordance with the Contract.

4. Contact Information for this Task Order.

Any questions regarding this Task Order including scope, fee and/or schedule, please contact:

Name:	<b>Scott Cary</b>
Address:	<b>1743 Wazee Suite 400, Denver, CO 80202</b>
Telephone:	<b>303-825-8856</b>
E-Mail Address:	<b>scott.cary@meadhunt.com</b>

APPROVAL AND ACCEPTANCE: Approval and acceptance of the TASK ORDER including any attachments shall incorporate this document as part of the CONTRACT between the OWNER and the CONSULTANT dated 5/16/2017. All work and services defined in this TASK ORDER shall be performed in accordance with the terms and conditions of the aforementioned CONTRACT between the OWNER and CONSULTANT.”

Accepted by:  
**GRAND JUNCTION REGIONAL AIRPORT AUTHORITY**

Approved by:  
**MEAD & HUNT, INC.**

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

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

Name: \_\_\_\_\_

Name: Brad Rolf

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

Title: Vice President

*The above person is authorized to sign for Client and bind the Client to the terms hereof.*

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

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

**TASK ORDER #3**

**EXHIBIT A: SCOPE OF SERVICES**

**Grand Junction Regional Airport**  
**RTR Relocation Project**  
**Project Bidding Work Scope**

**AIP No. 3-08-0027-57-2018**

**Date: March 1, 2018**

**Revised: April 2, 2018**

## **PROJECT OVERVIEW**

This Scope of Services details the preliminary design, final design and bid administration services to be provided by Mead & Hunt, Inc. (CONSULTANT) for the RTR Relocation Project at the Grand Junction Regional Airport for the Grand Junction Regional Airport Authority (SPONSOR).

To facilitate the construction of Runway 12/30, the Remote Transmitter Receiver (RTR) will be relocated 600 feet to the northwest. The project includes the elements listed below, which have been separated into three schedules.

### Schedule 1:

- Construct a temporary access road to the relocated RTR site
- Install a gate in the existing northerly perimeter fence to provide access to the temporary road
- Grade 5,100 CY of earthwork to construct the new RTR building pad
- Supply utilities (fiber optic and electrical) from the air traffic control tower (ATCT) to the new RTR pad
- Remediate uranium tailings encountered during the utility construction
- Construct the RTR building and antenna platforms
- Construct a fence surrounding the RTR pad

### Schedule 2:

- Demolish the existing RTR site
- Remediate uranium tailings at two sites

### Schedule 3:

- Excavate 199,000 CY for the construction of future Runway 12-30
- Remove and replace fence

This project will be funded by an FAA Airport Improvement Program (AIP) grant, and the estimated construction budget for this project is approximately Four Million Dollars (\$4,000,000). Construction for the project is anticipated to begin in late Summer 2018 and completed by Fall 2018.

## **SUMMARY OF SERVICES**

The CONSULTANT's scope of work for this airport improvements project will be a single phase as follows:

- Phase 201 - Bid Administration

The scope of services to be provided by CONSULTANT is described in the phase and tasks as follows:

## **Phase 201. RTR Bid Administration**

### **201.1 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 arrange for bidding in the Dodge Analytics Daily Journal, with associated cost of advertising paid for by the SPONSOR.

### **201.2 BID DOCUMENTS DISTRIBUTION**

CONSULTANT shall prepare and upload Contract Documents to Quest Construction Data Network (QuestCDN.com). Contractors interested in bidding on the project can register and pay a fee (approximately \$25) to download the Contract Documents. Bidders will be responsible for submitting their bids to the Authority similar to previous projects. Integration into the Airport's website will also be accomplished, including any necessary repackaging of documents to meet technical requirements.

### **201.3 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.

### **201.4 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 the COUNTY or the FAA. Addenda will be made available to the plan holders electronically via QuestCDN. Any addenda that are generated as a sole result of the COUNTY's error or omission, or FAA request, will be considered as extra services, and the CONSULTANT will be reimbursed for this effort as an amendment to this contract.

### **201.5 PRE-BID CONFERENCE**

CONSULTANT will arrange for and conduct 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. Meeting minutes will be prepared and distributed.

### **201.6 BID OPENING**

CONSULTANT will attend the bid opening at the site, as identified in the Bid Advertisement and process the bid documents. It is assumed bid opening will occur concurrently with other packages and travel will be covered under 27 ¼ RD scope.

**201.7 BID REVIEW AND BID TABULATION**

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 the purpose of 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.

**201.8 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.

**PHASE 1 DELIVERABLES**

- 1) Bid Documents – available electronically.
- 2) Bid Tabulation – Three (3) copies and electronic files.
- 3) Recommendation for Award – Three (3) copies and electronic files.

**COMPENSATION FOR SERVICES**

- 1) Payment for all work outlined in Scope of Services shall be a fixed fee as defined in Attachment 1. Payments will be made monthly based on the percentage of work complete.
- 2) Payment for any additional services requested by the SPONSOR will be performed on a time-and-expense basis in conformance with the Mead & Hunt, Inc. Standard Billing Rate Schedule included as Attachment 2 to this Scope of Services. The CONSULTANT will establish the budget for additional services prior to the start of work and may not exceed the budget without written authorization from the SPONSOR. Any additional services must be authorized in writing by the SPONSOR.

**TASK ORDER #3**

**EXHIBIT B: FEE ESTIMATE**

AIRPORT: GRAND JUNCTION REGIONAL AIRPORT

AIP NO.: 3-08-0027-57-2018

PROJECT: RTR Relocation

NEGOTIATED FEE ESTIMATE

Calculations by: JCE

Review by: PSC

**Task 201: Bidding Services - RTR Relocation**

A. Principal	0	\$295	\$	-
B. Client / Strategy Manager	0	\$245	\$	-
C. Program Manager	5	\$240	\$	1,200.00
D. Design / Construction Manager	27	\$180	\$	4,860.00
E. Senior Engineer	19	\$160	\$	3,040.00
F. Senior Planner	1	\$150	\$	150.00
G. Engineer II	12	\$130	\$	1,560.00
H. Engineer I	8	\$110	\$	880.00
I. CAD Tech	5	\$105	\$	525.00
J. Electrical Engineer	1	\$160	\$	160.00
K. Admin Assistant	16	\$80	\$	1,280.00
Total Labor:			\$	13,655.00
Out-of-Pocket Expenses:			\$	-
L. Misc Expenses			\$	824.70
Total Out-of-Pocket			\$	824.70
Sub-Total			\$	14,479.70
FCCM			\$	-
Task 201 Total			\$	14,479.70

**Estimated Additional Services - If Authorized by Owner (Estimated Budgets)**

1. Assist with
2. Assist with Necessary Forms

**Additional Project Expenses (sub-consultants)**

1. Survey Subconsultant
2. Geotech Subconsultant
3. Phase I Environmental

**Total Additional Project Expense \$ -**

Total Estimated Fee \$ 14,479.70

<b>Attachment 1 - Task Order Summary and Terms</b>			
<b>Grand Junction Regional Airport</b>			
<b>Phase 201 Bidding Services - RTR Relocation</b>			
<b>Tasks</b>	<b>Mead &amp; Hunt</b>	<b>Total</b>	<b>Terms</b>
<b>201 Bidding</b>			
	Subtotal - Labor	\$ 13,655.00	\$ 13,655.00 LS
	Subtotal - Expense	\$ 824.70	\$ 824.70 LS
<b>Total</b>		<b>\$ 14,479.70</b>	
X:\2331300\170312.01\CFEE\170312.04_2018 Work Order #3_2018 GJT RTR Bidding\Task Order			

Attachment 1													Negotiated Fee Estimate	
Grand Junction Regional Airport													April 4, 2018	
Phase 201 Bidding Services - RTR Relocation														
Mead & Hunt													Effort	
Employee Categories & Rates	Principal	Client/Strategy Manager	Program Manager	Design/Const Manager	Senior Engineer	Senior Planner	Engineer II	Engineer I	CAD Tech	Electrical Engineer	Admin Assistant			
Tasks	\$295	\$245	\$240	\$180	\$160	\$150	\$130	\$110	\$105	\$160	\$80			
												Mead & Hunt	Total	
<b>Bidding</b>														
201.1 Prepare Advertisement for Bids				2							4	\$680	\$680.00	
201.2 Bid Documents Distribution				2			2				2	\$780	\$780.00	
201.3 Respond to Bidders				6	6	1	3	2				\$2,800	\$2,800.00	
201.4 Prepare and Distribute Addenda				3	8		7	2	5	1	4	\$3,955	\$3,955.00	
201.5 Pre-Bid Conference			4	8							2	\$2,560	\$2,560.00	
201.6 Bid Opening				4							2	\$880	\$880.00	
201.7 Bid Review and Bid Tabulation			1	2	3			4			1	\$1,600	\$1,600.00	
201.8 Prepare Recommendation for Award					2						1	\$400	\$400.00	
												\$0	\$0.00	
Subtotal - Labor Cost	\$0	\$0	\$1,200	\$4,860	\$3,040	\$150	\$1,560	\$880	\$525	\$160	\$1,280	\$13,655	\$13,655.00	
Subtotal - Labor Hours	0	0	5	27	19	1	12	8	5	1	16	94	94	
												Subtotal - Task 201	\$13,655.00	
X:\2331300\170312.01\C\FEE\170312.04 2018 Work Order #3 2018 GJT RTR Bidding\Task Order #3 Documents\Exhibit B - Fee Estimate\180402GJT Bidding Service Fee - RTR.XLSX\Staff+Rate REF														Sheet 3 of 4

Expenses							
Grand Junction Regional Airport				Negotiated Fee Estimate			
Phase 201 Bidding Services - RTR Relocation				April 4, 2018			
				Mead & Hunt		Expense	
Task	Detail	Notes	Unit	Unit Cost	Quantity	Cost	Total
<b>201.0 Bidding Services</b>							
201.5	Pre-Bid Conference	Air Travel	EA	\$400.00	1.0	\$400.00	\$400.00
201.5	Pre-Bid Conference	Lodging (GJT)	EA	\$93.00	1.0	\$93.00	\$93.00
201.5	Pre-Bid Conference	Rental Car	EA	\$70.00	1.0	\$70.00	\$70.00
201.5	Pre-Bid Conference	Mileage	MI	\$0.54	20.0	\$10.70	\$10.70
201.5	Pre-Bid Conference	Meals	DAY	\$51.00	1.0	\$51.00	\$51.00
201.5	Admin Expenses - Copies etc.		LS	\$500.00	1.0	\$200.00	\$200.00
201.6	Bid Opening	Air Travel	EA	\$400.00	0.0	\$0.00	\$0.00
201.6	Bid Opening	Lodging (GJT)	EA	\$93.00	0.0	\$0.00	\$0.00
201.6	Bid Opening	Rental Car	EA	\$70.00	0.0	\$0.00	\$0.00
201.6	Bid Opening	Mileage	MI	\$0.54	0.0	\$0.00	\$0.00
201.6	Bid Opening	Meals	DAY	\$51.00	0.0	\$0.00	\$0.00
<b>Total Expenses</b>							<b>\$824.70</b>
X:\2331300\170312.01\CFEE\170312.04_2018 Work Order #3_2018 GJT RTR Bidding\Task Order #3 Documents\Exhibit B - Fee Estimate\180402GJT Bidding Service Fee - RTR.XLSX\Staff+Ra							Sheet 4 of 4
Note:	The Pre-Bid Conference will be attended by a Program Manager and a Project Engineer. This meeting will be scheduled on the same date as the 27 1/4 Road Relocation Project, and other related efforts so that the Program Manager will be travelling under separate scope. There will be a dedicated Project Engineer for each project.						

**Grand Junction Regional Airport  
Phase 201 Bidding Services - RTR Relocation**

<b>Mead &amp; Hunt</b>	<b>Rate</b>
Principal	\$ 295
Client/Strategy Manager	\$ 245
Program Manager	\$ 240
Design/Const Manager	\$ 180
Senior Engineer	\$ 160
Engineer II	\$ 130
Engineer I	\$ 110
Senior CAD Tech	\$ 134
CAD Tech	\$ 105
Senior Electrical Engineer	\$ 216
Electrical Engineer	\$ 160
Senior Planner	\$ 150
Planner	\$ 135
Admin Assistant	\$ 80

## Grand Junction Regional Airport Authority

### Agenda Item Summary

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TOPIC:	27 ¼ Road Relocation Task Order No. 2 (Bidding)- Mead & Hunt		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Board approval of Task Order No. 2		
LAST ACTION:	GJRAA executed a Professional Services Agreement with Mead & Hunt on May 16, 2017.		
DISCUSSION:	Task Order No. 2 is for the Professional Services Agreement for Mead & Hunt to provide bidding services for the Airport Improvement Project (AIP) 58, 27 ¼ Road Relocation.  The scope of services includes bidding services for the 27 ¼ Road Relocation Project. Relocation will move 27 ¼ Road outside of the proposed Runway 12/30 Runway Protection Zone (RPZ). Bids for this project are due by April 26, 2018.		
FISCAL IMPACT:	\$13,870.00 FAA \$1,541.40 GJRA-Budgeted Dollars <b>\$15,411.40 Total</b>		
COMMUNICATION STRATEGY:	N/A		
ATTACHMENTS:	1. Task Order No. 2		
STAFF CONTACT:	Eric Trinklein etrinklein@gjairport.com Office: 970-248-8597		

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## TASK ORDER #2

TO

### PROFESSIONAL SERVICES AGREEMENT

**BETWEEN:** Grand Junction Regional Airport Authority (CLIENT)  
Grand Junction, Colorado

**AND:** Mead & Hunt, Inc. (CONSULTANT)  
A Wisconsin Corporation

**EFFECTIVE DATE:** April 5, 2018

#### RECITALS

This is the **Second Task Order** to the Professional Services Agreement dated effective 5/16/2017, between the Client of Grand Junction Regional Airport Authority and Mead & Hunt Inc. The Professional Services Agreement effective 5/16/2017, is referred to herein as the Contract.

#### AGREEMENT

1. Services to be Provided.

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

The below agreement identifies the work described in Exhibit A and corresponding fee described in Exhibit B, which is to be performed per this Task Order. The focus area of each of the below Scope Tasks will be as agreed by the OWNER and CONSULTANT.

Phase 200: 27 ¼ Road Bid Administration

Fee: \$15,411.20

Payment Terms: Lump Sum

Expected Completion: Summer 2018

2. Schedule.

The project shall be completed Summer 2018.

3. Consideration.

The services shall be provided for the lump sum of **Fifteen Thousand Four Hundred Eleven Dollars and Twenty Cents (\$15,411.20)**, as described in Exhibit B, *Fee Estimate*. Progress payments shall be made in accordance with the Contract.

4. Contact Information for this Task Order.

Any questions regarding this Task Order including scope, fee and/or schedule, please contact:

Name:	<b>Scott Cary</b>
Address:	<b>1743 Wazee Suite 400, Denver, CO 80202</b>
Telephone:	<b>303-825-8856</b>
E-Mail Address:	<b>scott.cary@meadhunt.com</b>

APPROVAL AND ACCEPTANCE: Approval and acceptance of the TASK ORDER including any attachments shall incorporate this document as part of the CONTRACT between the OWNER and the CONSULTANT dated 5/16/2017. All work and services defined in this TASK ORDER shall be performed in accordance with the terms and conditions of the aforementioned CONTRACT between the OWNER and CONSULTANT.”

Accepted by:  
**GRAND JUNCTION REGIONAL AIRPORT AUTHORITY**

Approved by:  
**MEAD & HUNT, INC.**

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

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

Name: \_\_\_\_\_

Name: Brad Rolf

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

Title: Vice President

*The above person is authorized to sign for Client and bind the Client to the terms hereof.*

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

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

**TASK ORDER #2**

**EXHIBIT A: SCOPE OF SERVICES**

**Grand Junction Regional Airport**  
**27 ¼ Road Relocation Project**  
**Project Bidding Work Scope**

**AIP No. 3-08-0027-58-2018**

**Date: March 1, 2018**

**Revised: April 2, 2018**

**PROJECT OVERVIEW**

This Scope of Services details the preliminary design, final design and bid administration services to be provided by Mead & Hunt, Inc. (CONSULTANT) for the 27 ¼ Road Relocation Project at the Grand Junction Regional Airport for the Grand Junction Regional Airport Authority (SPONSOR).

27 ¼ Road is a Mesa County roadway that primarily serves BLM lands to the north. Work is currently considered to involve relocating 27 ¼ Road along the western edge of the airport property for approximately 11,000 LF to move the alignment outside the proposed Runway 12/30 Runway Protection Zone (RPZ). The road will be constructed to City of Grand Junction standards and they will take ownership of this roadway once completed. The overall project efforts will begin with constructing the realigned 27 ¼ Road outside of the proposed runway safety area and in compliance with elevations required by proposed imaginary surfaces associated with the proposed runway location.

This project will be funded by an FAA Airport Improvement Program (AIP) grant, and the estimated construction budget for this project is approximately Two Million and Seven Hundred Thousand Dollars (\$2,700,000). Construction for the project is anticipated to begin in late Summer 2018 and completed by Fall 2018.

**SUMMARY OF SERVICES**

The CONSULTANT's scope of work for this airport improvements project will be a single phase as follows:

- Phase 200 - Bid Administration

The scope of services to be provided by CONSULTANT is described in the phase and tasks as follows:

**Phase 200. 27 ¼ Road Bid Administration**

**200.1 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 arrange for bidding in the Dodge Analytics Daily Journal, with associated cost of advertising paid for by the SPONSOR.

**200.2 BID DOCUMENTS DISTRIBUTION**

CONSULTANT shall prepare and upload Contract Documents to Quest Construction Data Network (QuestCDN.com). Contractors interested in bidding on the project can register and pay a fee (approximately \$25) to download the Contract Documents. Bidders will be responsible for submitting their bids to the Authority similar to previous projects. Integration into the Airport's website will also be accomplished, including any necessary repackaging of documents to meet technical requirements.

#### 200.3 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 questions arise to ensure collaborated responses. Potential stakeholders include the Airport, City of Grand Junction, and the Bureau of Land Management.

#### 200.4 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 the COUNTY or the FAA. Addenda will be made available to the plan holders electronically via QuestCDN. Any addenda that are generated as a sole result of the COUNTY's error or omission, or FAA request, will be considered as extra services, and the CONSULTANT will be reimbursed for this effort as an amendment to this contract.

#### 200.5 PRE-BID CONFERENCE

CONSULTANT will arrange for and conduct 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. Meeting minutes will be prepared and distributed.

#### 200.6 BID OPENING

CONSULTANT will attend the bid opening at the site, as identified in the Bid Advertisement and process the bid documents.

#### 200.7 BID REVIEW AND BID TABULATION

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 the purpose of 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.

#### 200.8 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.

#### PHASE 1 DELIVERABLES

- 1) Bid Documents – available electronically.
- 2) Bid Tabulation – Three (3) copies and electronic files.
- 3) Recommendation for Award – Three (3) copies and electronic files.

#### COMPENSATION FOR SERVICES

- 1) Payment for all work outlined in Scope of Services shall be a fixed fee as defined in Attachment 1. Payments will be made monthly based on the percentage of work complete.
- 2) Payment for any additional services requested by the SPONSOR will be performed on a time-and-expense basis in conformance with the Mead & Hunt, Inc. Standard Billing Rate Schedule included as Attachment 2 to this Scope of Services. The CONSULTANT will establish the budget for additional services prior to the start of work and may not exceed the budget without written authorization from the SPONSOR. Any additional services must be authorized in writing by the SPONSOR.

**TASK ORDER #2**

**EXHIBIT B: FEE ESTIMATE**

AIRPORT: GRAND JUNCTION REGIONAL AIRPORT

AIP NO.: 3-08-0027-58-2018

PROJECT: 27 1/4 Road Relocation

NEGOTIATED FEE ESTIMATE

Calculations by: PSC

**Task 200: Bidding Services - 27 1/4 Road Relocation**

A. Principal	0	\$295	\$	-
B. Client / Strategy Manager	0	\$245	\$	-
C. Program Manager	7	\$240	\$	1,680.00
D. Design / Construction Manager	24	\$180	\$	4,320.00
E. Senior Engineer	17	\$160	\$	2,720.00
F. Senior Planner	1	\$150	\$	150.00
G. Engineer II	13	\$130	\$	1,690.00
H. Engineer I	13	\$110	\$	1,430.00
I. CAD Tech	6	\$105	\$	630.00
J. Electrical Engineer	1	\$160	\$	160.00
K. Admin Assistant	15	\$80	\$	1,200.00
Total Labor:			\$	13,980.00
Out-of-Pocket Expenses:			\$	-
L. Misc Expenses			\$	1,431.40
Total Out-of-Pocket			\$	1,431.40
Sub-Total			\$	15,411.40
FCCM			\$	-
Task 200 Total			\$	15,411.40

**Estimated Additional Services - If Authorized by Owner (Estimated Budgets)**

1. Assist with
2. Assist with Necessary Forms

**Additional Project Expenses (sub-consultants)**

1. Survey Subconsultant
2. Geotech Subconsultant
3. Phase I Environmental

**Total Additional Project Expense \$ -**

Total Estimated Fee \$ 15,411.40

Attachment 1 - Task Order Summary and Terms			
<b>Grand Junction Regional Airport</b>			
<b>Phase 200 Bidding Services - 27 1/4 Road Relocation</b>			
Tasks	Mead & Hunt	Total	Terms
<b>200 Bidding</b>			
	Subtotal - Labor \$ 13,980.00	\$ 13,980.00	LS
	Subtotal - Expense \$ 1,431.40	\$ 1,431.40	LS
<b>Total</b>		<b>\$ 15,411.40</b>	
X:\2331300\170312.01\CFEE\2018 Work Order #2_2018 GJT 27.25 Road Bidding\Task Order #2 D			

Attachment 1													
Grand Junction Regional Airport											Fee Estimate		
Phase 200 Bidding Services - 27 1/4 Road Relocation											April 3, 2018		
Employee Categories & Rates	Mead & Hunt											Effort	
	Principal	Client/Strategy Manager	Program Manager	Design/Const Manager	Senior Engineer	Senior Planner	Engineer II	Engineer I	CAD Tech	Electrical Engineer	Admin Assistant	Mead & Hunt	Total
Tasks	\$295	\$245	\$240	\$180	\$160	\$150	\$130	\$110	\$105	\$160	\$80		
<b>Bidding</b>													
200.1 Prepare Advertisement for Bids				2							4	\$680	\$680.00
200.2 Bid Documents Distribution				2			2				2	\$780	\$780.00
200.3 Respond to Bidders				4	8	1	5	2				\$3,020	\$3,020.00
200.4 Prepare and Distribute Addenda			2	2	4		6	6	6	1	3	\$3,950	\$3,950.00
200.5 Pre-Bid Conference			4	8							2	\$2,560	\$2,560.00
200.6 Bid Opening				4							2	\$880	\$880.00
200.7 Bid Review and Bid Tabulation			1	2	3			5			1	\$1,710	\$1,710.00
200.8 Prepare Recommendation for Award					2						1	\$400	\$400.00
												\$0	\$0.00
Subtotal - Labor Cost	\$0	\$0	\$1,680	\$4,320	\$2,720	\$150	\$1,690	\$1,430	\$630	\$160	\$1,200	\$13,980	\$13,980.00
Subtotal - Labor Hours	0	0	7	24	17	1	13	13	6	1	15	97	97
											Subtotal - Task 200	\$13,980.00	
X:\2331300\170312.01\C\FEE\2018 Work Order #2_2018 GJT 27.25 Road Bidding\Task Order #2 Documents\Exhibit B - Fee Estimate\180402 GJT Bidding Service Fee - 27.25.xlsx\Staff+Rate REF													
												Sheet 3 of 4	

<b>Expenses</b>							
<b>Grand Junction Regional Airport</b>				<b>Fee Estimate</b>			
<b>Phase 200 Bidding Services - 27 1/4 Road Relocation</b>				<b>April 3, 2018</b>			
				<i>Mead &amp; Hunt</i>		<i>Expense</i>	
<b>Task</b>	<b>Detail</b>	<b>Notes</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Quantity</b>	<b>Cost</b>	<b>Total</b>
<b>200.0 Bidding Services</b>							
200.5	Pre-Bid Conference	Air Travel	EA	\$400.00	1.0	\$400.00	\$400.00
200.5	Pre-Bid Conference	Lodging (GJT)	EA	\$119.00	1.0	\$119.00	\$119.00
200.5	Pre-Bid Conference	Rental Car	EA	\$70.00	0.0	\$0.00	\$0.00
200.5	Pre-Bid Conference	Mileage	MI	\$0.54	20.0	\$10.70	\$10.70
200.5	Pre-Bid Conference	Meals	DAY	\$51.00	1.0	\$51.00	\$51.00
200.5	Admin Expenses - Copies etc.		LS	\$500.00	1.0	\$200.00	\$200.00
200.6	Bid Opening	Air Travel	EA	\$400.00	1.0	\$400.00	\$400.00
200.6	Bid Opening	Lodging (GJT)	EA	\$119.00	1.0	\$119.00	\$119.00
200.6	Bid Opening	Rental Car	EA	\$70.00	1.0	\$70.00	\$70.00
200.6	Bid Opening	Mileage	MI	\$0.54	20.0	\$10.70	\$10.70
200.6	Bid Opening	Meals	DAY	\$51.00	1.0	\$51.00	\$51.00
<b>Total Expenses</b>							<b>\$1,431.40</b>

**Grand Junction Regional Airport  
Phase 200 Bidding Services - 27 1/4 Road Relocation**

<b>Mead &amp; Hunt</b>	<b>Rate</b>
Principal	\$ 295
Client/Strategy Manager	\$ 245
Program Manager	\$ 240
Design/Const Manager	\$ 180
Senior Engineer	\$ 160
Engineer II	\$ 130
Engineer I	\$ 110
Senior CAD Tech	\$ 134
CAD Tech	\$ 105
Senior Electrical Engineer	\$ 216
Electrical Engineer	\$ 160
Senior Planner	\$ 150
Planner	\$ 135
Admin Assistant	\$ 80

## Grand Junction Regional Airport Authority

### Agenda Item Summary

TOPIC:	Pay Request-Runway 11/29 Replacement Project (Design Only)	
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/> Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Board approve payment of Mead & Hunt Invoice No. 276615 & 277454.	
LAST ACTION:	Design only contract was executed June 22, 2017.	
DISCUSSION:	<p>This invoice is the progress billing for the Runway Design. Progress this period includes continuing design efforts on the 30% Runway Design, RTR Grading Package, and 27 1/4 Road.</p> <p>Work completed this phase (No. 276615) includes the completion of a portion of Program Management, 30% design, RTR grading package, and 27 1/4 Road. Progress has been made for Land Acquisition and Permitting and Agency Coordination but are in the early stages of completion.</p> <p>Work completed this phase (No. 277454) includes 30% Design and RTR Grading Package and completion of a portion of Program Management, Pre-Design, and 27 1/4 Road. 60% Design has just started and in the early stages on completion. Progress has been made for Grant Administration, Land Acquisition, and Permitting and Agency Coordination but are in the early stages of completion.</p> <p>Staff has reviewed the invoice and concurs with the stated level of completion and recommends paying the invoice.</p>	
FISCAL IMPACT:	<u>AIP 55</u> FAA \$324,770.43 CDOT \$18,042.81 GJRA \$18,042.80 budgeted dollars <b>Total \$360,856.04</b>	<u>AIP 56</u> FAA \$364,700.35 CDOT \$20,261.13 GJRA \$20,261.15 budgeted dollars <b>Total \$405,222.63</b>
COMMUNICATION STRATEGY:	None.	
ATTACHMENTS:	Mead & Hunt Invoice No. 276615 & 277454	
STAFFCONTACT:	Eric Trinklein <a href="mailto:etrinklein@gjairport.com">etrinklein@gjairport.com</a> Office: 970-248-8597	



Remit payment to:  
 Mead & Hunt | Accounts Receivable  
 2440 Deming Way | Middleton, WI 53562-1562  
 1-888-364-7272 | AccountsReceivable@meadhunt.com

**Invoice**

February 19, 2018  
 Project No: R2331300-170312.02  
 Invoice No: 276615

Grand Junction Regional Airport  
 2828 Walker Field Drive, Suite 301  
 Grand Junction, Colorado 81506

Project R2331300- GJT Runway 2017  
 170312.02

5/16/17 Task Order No. 1

**Professional Services from January 1, 2018 to January 31, 2018**

Phase 000000 Lump Sum

**Fee**

Phase	Fee	Percent Complete	Earned	Current
Scope Development	74,260.00	100.00	74,260.00	0.00
Program Validation	77,491.50	100.00	77,491.50	0.00
Program Management	867,334.30	54.00	468,360.63	60,713.41
Pre-Design Elements - Runway Relocation	594,172.14	97.00	576,346.98	0.00
Design Overall Runway Relocation 30%	881,153.15	90.00	793,037.84	211,476.76
Remote Transmitter Receiver Grading Pack	175,482.80	85.00	149,160.38	28,077.25
27 1/4 Road Relocation Design	656,803.50	68.00	446,626.38	32,840.17
Design Overall Runway Relocation 60%	640,386.15	0.00	0.00	0.00
<b>Total Fee</b>	<b>3,967,083.54</b>		<b>2,585,283.71</b>	<b>333,107.59</b>
		Previous Fee Billing	2,252,176.12	
	<b>Total</b>			<b>333,107.59</b>
		<b>Total this Phase</b>		<b>\$333,107.59</b>

Phase 000104 Land Acquisition

Continued communications with the BLM regarding the BLM's final environmental decision.

**Professional Personnel**

	Hours	Rate	Amount
Design/Const Manager	13.00	180.00	2,340.00
Totals	13.00		2,340.00
<b>Total Labor</b>			<b>2,340.00</b>

**Consultants**

Consultants			
1/29/2018	River City Consultants, Inc.		900.00
	<b>Total Consultants</b>		<b>900.00</b>
			<b>900.00</b>

**Total this Phase                    \$3,240.00**

Phase                    000107                    Permitting and Agency Coordination  
 Coordination with CDPHE and City for 5-2-1 and related permits. Review of documents related to Nationwide permit with COE. Other items as necessary.

**Professional Personnel**

	Hours	Rate	Amount	
Design/Const Manager	2.50	180.00	450.00	
Totals	2.50		450.00	
<b>Total Labor</b>				<b>450.00</b>

**Consultants**

Consultants				
1/29/2018    River City Consultants, Inc.			3,645.00	
<b>Total Consultants</b>			<b>3,645.00</b>	<b>3,645.00</b>

**Total this Phase                    \$4,095.00**

**Total this invoice                    \$340,442.59**

**Outstanding Invoices**

Number	Date	Balance
275414	1/9/2018	321,224.31
<b>Total</b>		<b>321,224.31</b>

# Billing Backup

Monday, February 19, 2018

Mead and Hunt, Inc.

Invoice 276615 Dated 2/19/2018

8:13:58 AM

Project	R2331300-170312.02	GJT Runway 2017
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Phase	000104	Land Acquisition
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**Professional Personnel**

	Hours	Rate	Amount
Design/Const Manager Planner III			
0 - Hayes, Ryan	1/3/2018	1.50	180.00
0 - Hayes, Ryan	1/8/2018	2.00	180.00
0 - Hayes, Ryan	1/11/2018	.50	180.00
0 - Hayes, Ryan	1/15/2018	1.50	180.00
0 - Hayes, Ryan	1/16/2018	1.00	180.00
0 - Hayes, Ryan	1/17/2018	3.00	180.00
0 - Hayes, Ryan	1/18/2018	1.50	180.00
0 - Hayes, Ryan	1/30/2018	1.00	180.00
0 - Hayes, Ryan	1/31/2018	1.00	180.00
Totals	13.00		2,340.00
<b>Total Labor</b>			<b>2,340.00</b>

**Consultants**

Consultants			
AP 197355	1/29/2018	River City Consultants, Inc. / Invoice: 20228, 1/22/2018	900.00
<b>Total Consultants</b>			<b>900.00</b>
		<b>Total this Phase</b>	<b>\$3,240.00</b>

Phase	000107	Permitting and Agency Coordination
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**Professional Personnel**

	Hours	Rate	Amount
Design/Const Manager Planner III			
0 - Hayes, Ryan	1/18/2018	2.50	180.00
Totals	2.50		450.00
<b>Total Labor</b>			<b>450.00</b>

**Consultants**

Consultants			
AP 197358	1/29/2018	River City Consultants, Inc. / Invoice: 20227, 1/22/2018	3,645.00
<b>Total Consultants</b>			<b>3,645.00</b>
		<b>Total this Phase</b>	<b>\$4,095.00</b>
		<b>Total this Project</b>	<b>\$7,335.00</b>

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Project	R2331300- 170312.02	GJT Runway 2017	Invoice	276615
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**Total this Report**                      **\$7,335.00**



## River City Consultants Inc.

744 Horizon Ct. - #110  
Grand Junction, CO 81506  
Tel: (970) 241-4722 Fax: (970) 241-8841  
info@rccwest.com  
rccwest.com

## Invoice

Mead & Hunt  
1743 Wazee Street  
Suite 400  
Denver, CO 80202

Invoice Date: Jan 22, 2018  
Invoice Num: 20228  
Billing From: Nov 21, 2017  
Billing To: Jan 22, 2018

104-Land Acquisition and Coordination (1644-00117:Task 104) - Managed by (Geer I)

### Services

#### Boundary

- ▶ Professional Land Surveyor 1

#### Survey Drafting

- ▶ Professional Land Surveyor 2

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
	5.00	\$130.00	\$650.00
	2.00	\$125.00	\$250.00
Total Service Amount:			\$900.00
Amount Due This Invoice:			\$900.00

*This invoice is due on 2/21/2018*

Invoice Approved by Project Manager

January 23, 2018  
 Project No: 2331300-170312.01  
 Invoice No: 20228  
 Subconsultant River City Consultants, Inc.

To:  
 Accounts Payable  
 Accounts.Payable@meadhunt.com  
 CC:  
 Jenny Lott  
 Jenny.Lott@meadhunt.com  
 Remit by email only

**Project 2331300-170312.01 Grand Junction Regional Airport Runway 11/29 Relocation Program**  
 Contract: Task Order #01 July 10, 2017 (date of Task Order)

**Professional Services from 11/21/17 through 1/22/18**

Phase 104 Land Acquisition and Coordination

**Fee**

Phase	Fee	Percent Complete	Earned	Current
	\$34740	3	\$0.00	\$900.00
Total Fee	\$34740		\$0.00	\$900.00
		Previous Fee Billing	\$0.00	
	<b>Total</b>			<b>\$900.00</b>
		<b>Total this Phase</b>		<b>\$900.00</b>
		<b>Total this invoice</b>		<b>\$900.00</b>



## River City Consultants Inc.

744 Horizon Ct. - #110  
Grand Junction, CO 81506  
Tel: (970) 241-4722 Fax: (970) 241-8841  
info@rccwest.com  
rccwest.com

### Invoice

Mead & Hunt  
1743 Wazee Street  
Suite 400  
Denver, CO 80202

Invoice Date: Jan 22, 2018  
Invoice Num: 20227  
Billing From: Nov 21, 2017  
Billing To: Jan 22, 2018

107-Permitting and Agency Coordination (1644-00117:Task 107) - Managed by (Geer I)

#### Services

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
<b>Administration/Meetings/Miscellaneous</b>			
▶ Professional Engineer	25.00	\$135.00	\$3,375.00
<b>Final Drainage Report</b>			
▶ Professional Engineer	2.00	\$135.00	\$270.00
<b>Total Service Amount:</b>			<b>\$3,645.00</b>
<b>Amount Due This Invoice:</b>			<b>\$3,645.00</b>

*This invoice is due on 2/21/2018*

Invoice Approved by Project Manager

January 23, 2018  
 Project No: 2331300-170312.01  
 Invoice No: 20227  
 Subconsultant River City Consultants, Inc.

To:  
 Accounts Payable  
 Accounts.Payable@meadhunt.com  
 CC:  
 Jenny Lott  
 Jenny.Lott@meadhunt.com  
 Remit by email only

**Project 2331300-170312.01 Grand Junction Regional Airport Runway 11/29 Relocation Program**  
 Contract: Task Order #01 July 10, 2017 (date of Task Order)

**Professional Services from 11/21/17 through 1/22/18**

Phase 107 Permitting and Agency Coordination, Time and Expense

**Fee**

Phase	Fee	Percent Complete	Earned	Current
	\$83300	49	\$37,403.75	\$3,645.00
Total Fee	\$83300		\$37,403.75	\$3,645.00
		Previous Fee Billing	\$37,403.75	
	<b>Total</b>			<b>\$3,645.00</b>

**Total this Phase \$41,048.75**

**Total this invoice \$3,645.00**



Remit payment to:  
 Mead & Hunt | Accounts Receivable  
 2440 Deming Way | Middleton, WI 53562-1562  
 1-888-364-7272 | AccountsReceivable@meadhunt.com

**Invoice**

March 19, 2018  
 Project No: R2331300-170312.02  
 Invoice No: 277454

Grand Junction Regional Airport  
 2828 Walker Field Drive, Suite 301  
 Grand Junction, Colorado 81506

Project R2331300-170312.02 GJT Runway 2017

5/16/17 Task Order No. 1

**Professional Services from February 1, 2018 to February 28, 2018**

Phase 000000 Lump Sum  
**Fee**

Phase	Fee	Percent Complete	Earned	Current
Scope Development	74,260.00	100.00	74,260.00	0.00
Program Validation	77,491.50	100.00	77,491.50	0.00
Program Management	867,334.30	69.00	598,460.81	130,100.18
Pre-Design Elements - Runway Relocation	594,172.14	98.00	582,288.70	5,941.72
Design Overall Runway Relocation 30%	881,153.15	100.00	881,153.15	88,115.31
Remote Transmitter Receiver Grading Pack	175,482.80	100.00	175,482.80	26,322.42
27 1/4 Road Relocation Design	656,803.50	84.00	551,714.94	105,088.56
Design Overall Runway Relocation 60%	640,386.15	8.00	51,230.89	51,230.89
<b>Total Fee</b>	<b>3,967,083.54</b>		<b>2,992,082.79</b>	<b>406,799.08</b>
		Previous Fee Billing	2,585,283.71	
	<b>Total</b>			<b>406,799.08</b>
		<b>Total this Phase</b>		<b>\$406,799.08</b>

Phase 000103 Grant Administration  
 Correspondence as requested by GJT.

**Professional Personnel**

	Hours	Rate	Amount
Design/Const Manager	1.50	180.00	270.00
Totals	1.50		270.00
<b>Total Labor</b>			<b>270.00</b>
		<b>Total this Phase</b>	<b>\$270.00</b>

Phase 000104 Land Acquisition

Continued coordination with the BLM on environmental finding and land transfer. This month the environmental finding for 27 1/4 RD was finalized.

**Professional Personnel**

	Hours	Rate	Amount	
Design/Const Manager	15.00	180.00	2,700.00	
Totals	15.00		2,700.00	
<b>Total Labor</b>				<b>2,700.00</b>

**Consultants**

Consultants				
2/23/2018	River City Consultants, Inc.		387.50	
<b>Total Consultants</b>			<b>387.50</b>	<b>387.50</b>
<b>Total this Phase</b>				<b>\$3,087.50</b>

Phase 000107 Permitting and Agency Coordination  
 City permitting related to stormwater, ongoing this month.

**Professional Personnel**

	Hours	Rate	Amount	
Design/Const Manager	.50	180.00	90.00	
Senior Engineer	.50	160.00	80.00	
Totals	1.00		170.00	
<b>Total Labor</b>				<b>170.00</b>

**Consultants**

Consultants				
2/23/2018	River City Consultants, Inc.		1,822.50	
2/28/2018	Ground Engineering Consultants, Inc.		13,487.00	
<b>Total Consultants</b>			<b>15,309.50</b>	<b>15,309.50</b>
<b>Total this Phase</b>				<b>\$15,479.50</b>

**Total this invoice \$425,636.08**

**Outstanding Invoices**

Number	Date	Balance
276615	2/19/2018	340,442.59
<b>Total</b>		<b>340,442.59</b>



Senior Engineer

Engineer III

0 - Thayne, Robert	2/28/2018	.50	160.00	80.00
Totals		1.00		170.00

**Total Labor 170.00**

**Consultants**

Consultants

AP 198431	2/23/2018	River City Consultants, Inc. / Invoice: 20338, 2/21/2018	1,822.50
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AP 198500	2/28/2018	Ground Engineering Consultants, Inc. / Invoice: 173641 1-8, 2/23/2018	13,487.00
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**Total Consultants 15,309.50 15,309.50**

**Total this Phase \$15,479.50**

**Total this Project \$18,837.00**

**Total this Report \$18,837.00**



## River City Consultants Inc.

744 Horizon Ct. - #110  
Grand Junction, CO 81506  
Tel: (970) 241-4722 Fax: (970) 241-8841  
info@rccwest.com  
rccwest.com

## Invoice

Mead & Hunt  
1743 Wazee Street  
Suite 400  
Denver, CO 80202

**Invoice Date:** Feb 21, 2018

**Invoice Num:** 20336

**Billing From:** Jan 22, 2018

**Billing To:** Feb 21, 2018

### 104-Land Acquisition and Coordination (1644-00117:Task 104) - Managed by (Geer I)

<u>Services</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
<b>As-Builts</b>			
▶ Professional Land Surveyor 1	0.50	\$125.00	\$62.50
<b>Boundary</b>			
▶ Professional Land Surveyor 1	1.50	\$130.00	\$195.00
<b>Control Surveys</b>			
▶ Professional Land Surveyor 1	1.00	\$130.00	\$130.00
<b>Total Service Amount:</b>			<b>\$387.50</b>
<b>Amount Due This Invoice:</b>			<b>\$387.50</b>

*This invoice is due on 3/23/2018*

Invoice Approved by Project Manager

February 22, 2018

Project No: 2331300-170312.01

Invoice No: 20336

Subconsultant River City Consultants, Inc.

To:

Accounts Payable

Accounts.Payable@meadhunt.com

CC:

Jenny Lott

Jenny.Lott@meadhunt.com

Remit by email only

**Project 2331300-170312.01 Grand Junction Regional Airport Runway 11/29 Relocation Program**

Contract: Task Order #01 July 10, 2017 (*date of Task Order*)

**Professional Services from 1/22/18 through 2/21/18**

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Phase 104 Land Acquisition and Coordination

**Fee**

Phase	Fee	Percent Complete	Earned	Current
	\$34740	4	\$900.00	<b>\$387.50</b>
Total Fee	\$34740		\$900.00	\$387.50
		Previous Fee Billing	\$900.00	
	<b>Total</b>			<b>\$387.50</b>

**Total this Phase \$1,287.00**

**Total this invoice \$387.50**

February 23, 2018

Project No: 2331300-170312.01

Invoice No: 173641.1-8

Subconsultant Ground Engineering Consultants, Inc.

To:

Accounts Payable

Accounts.Payable@meadhunt.com

CC:

Jenny Lott

Jenny.Lott@meadhunt.com

Remit by email only

**Project 2331300-170312.01 Grand Junction Regional Airport Runway 11/29 Relocation Program**

Contract: Task Order #01 July 7, 2017 (*date of Task Order*)

**Professional Services from January 22 through February 18, 2018**

Phase 100 Scope Development

**Fee**

<b>Phase</b>	<b>Fee</b>	<b>Percent Complete</b>	<b>Earned</b>	<b>Current</b>
	\$11,900	84	\$10,000	0
Total Fee	\$11,900		\$10,000	0
		Previous Fee Billing	\$10,000	
	<b>Total</b>			<b>\$0</b>

**Total this Invoice \$0**

February 23, 2018

Project No: 2331300-170312.01

Invoice No: 173641.1-8

Subconsultant Ground Engineering Consultants, Inc.

To:

Accounts Payable

Accounts.Payable@meadhunt.com

CC:

Jenny Lott

Jenny.Lott@meadhunt.com

Remit by email only

**Project 2331300-170312.01 Grand Junction Regional Airport Runway 11/29 Relocation Program**  
**2331300-170312.02**

Contract: Task Order #01 July 7, 2017 (*date of Task Order*) and Service Work Order No. 2 January 9, 2018

**Professional Services from January 22 to February 18, 2018**

Phase 105 Pre-Design Elements – Runway Relocation – Geotechnical  
Investigation and Analysis

**Fee**

<b>Phase</b>	<b>Fee</b>	<b>Percent Complete</b>	<b>Earned</b>	<b>Current</b>
	\$322,667.00	66	\$213,177.00	\$13,487.00
Total Fee	\$322,667.00		\$213,177.00	\$13,487.00
		Previous Fee Billing	\$199,690.00	
	<b>Total</b>			<b>\$13,487.00</b>

**Total this invoice \$13,487.00**



**Outstanding Invoices**

<b>Number</b>	<b>Date</b>	<b>Balance</b>
3	9/25/2017	150.00
6	12/20/2017	12,543.50
7	1/24/2018	5,892.50
<b>Total</b>		<b>18,586.00</b>

**Total Now Due                      \$32,073.00**

**DAKOTA DRILLING, INC.**

1380 UMATILLA STREET  
DENVER, COLORADO 80204

(303) 893-2810

Invoice Date: 1/24/2018

**Bill To:** Ground Engineering Consultants  
7393 Dahlia Street  
Commerce City, CO 80022

**Invoice #:** 00180053  
**Client PO #:** 17-3641.5  
**Driller:** Jose S. Casillas  
**Job Location:** Grand Junction Airport, Grand Junction CO,  
Mesa Cty.

**Attn.** Accounts Payable Department

QUANTITY	ITEM NO.	DESCRIPTION	PRICE	AMOUNT
362	520	Rig Mobe-Demobe	\$1.75	\$633.50
6	530	Crew Travel x 2	\$100.00	\$600.00
3.5	550	Standby on Client - unable to access drill site	\$130.00	\$455.00
1	585	Per Diem per/Man x 2	\$51.00	\$51.00
1	587	Lodging Expense x 2 rooms	\$119.00	\$119.00

REMITTANCE ADDRESS  
1380 Umatilla Street, Denver CO 80204  
Federal Tax ID #: 84-1236770

Billing Questions:  
Ph. 303-893-2811  
Fx. 303-893-2808

Thank you for your Business!!!

Mailed: \_\_\_\_\_

**\*\* Net 30 \*\***  
From Invoice Date

**SubTotal** \$1,858.50

Amount Applied \$0.00

**AMOUNT DUE** \$1,858.50

**DAKOTA DRILLING, INC.**

1380 UMATILLA STREET  
DENVER, COLORADO 80204

(303) 893-2810

Invoice Date: 1/30/2018

**Bill To:** Ground Engineering Consultants  
7393 Dahlia Street  
Commerce City, CO 80022

**Invoice #:** 00180062  
**Client PO #:** 17-3641.5  
**Driller:** Blake D. Gaer  
**Job Location:** RTR Bldg., Grand Junction CO, Mesa Cty.

**Attn.** Accounts Payable Department

QUANTITY	ITEM NO.	DESCRIPTION	PRICE	AMOUNT
9	490	All Terrain/SSA Drilling Fees	\$205.00	\$1,845.00
482	520	Rig Mobe-Demobe	\$1.75	\$843.50
10	530	Crew Travel x 2	\$100.00	\$1,000.00
1	585	Per Diem per/Man x 2	\$51.00	\$51.00
1	587	Lodging Expense x 2 rooms	\$119.00	\$119.00

REMITTANCE ADDRESS  
1380 Umatilla Street, Denver CO 80204  
Federal Tax ID #: 84-1236770

Billing Questions:  
Ph. 303-893-2811  
Fx. 303-893-2808

**SubTotal** \$3,858.50

Amount Applied \$0.00

Thank you for your Business!!!

Mailed: \_\_\_\_\_

**\*\* Net 30 \*\***  
From Invoice Date

**AMOUNT DUE** \$3,858.50



## River City Consultants Inc.

744 Horizon Ct. - #110  
Grand Junction, CO 81506  
Tel: (970) 241-4722 Fax: (970) 241-8841  
info@rccwest.com  
rccwest.com

## Invoice

Mead & Hunt  
1743 Wazee Street  
Suite 400  
Denver, CO 80202

**Invoice Date:** Feb 21, 2018

**Invoice Num:** 20338

**Billing From:** Jan 22, 2018

**Billing To:** Feb 21, 2018

### 107-Permitting and Agency Coordination (1644-00117:Task 107) - Managed by (Geer I)

#### Services

#### **Administration/Meetings/Miscellaneous**

- ▶ Professional Engineer

<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
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13.50	\$135.00	\$1,822.50
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<b>Total Service Amount:</b>		<b>\$1,822.50</b>
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<b>Amount Due This Invoice:</b>		<b>\$1,822.50</b>
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*This invoice is due on 3/23/2018*

Invoice Approved by Project Manager

February 22, 2018

Project No: 2331300-170312.01

Invoice No: 20338

Subconsultant River City Consultants, Inc.

To:

Accounts Payable

Accounts.Payable@meadhunt.com

CC:

Jenny Lott

Jenny.Lott@meadhunt.com

Remit by email only

**Project 2331300-170312.01 Grand Junction Regional Airport Runway 11/29 Relocation Program**

Contract: Task Order #01 July 10, 2017 (date of Task Order)

**Professional Services from 1/22/18 through 2/21/18**

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Phase 107 Permitting and Agency Coordination, Time and Expense

**Fee**

Phase	Fee	Percent Complete	Earned	Current
	\$83300	51	\$41,048.75	\$1,822.50
Total Fee	\$83300		\$41,048.75	\$1,822.50
		Previous Fee Billing	\$41,048.75	
	<b>Total</b>			<b>\$1,822.50</b>

**Total this Phase \$48,721.25**

**Total this invoice \$1,822.50**

## Grand Junction Regional Airport Authority

### Agenda Item Summary

TOPIC:	Taxiway A Rehabilitation -Garver Invoice
PURPOSE:	Information <input type="checkbox"/> Guidance <input type="checkbox"/> Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Board approval of Garver Invoice No. 17081934-4
LAST ACTION:	GJRAA Board approved the Work Order at the December 2017 Regular Meeting.
DISCUSSION:	<p>The invoice includes work by Garver on the Taxiway A Rehab project design through April 6 as a progress billing.</p> <p>Work completed this phase includes the completion of Geotechnical Services and Engineering Design Report, as well as a completion of a portion of the Final Design. No progress has been made for Bidding Services.</p> <p>A draft CSPP and final documents were submitted for FAA review on March 16<sup>th</sup>. After review of this submittal is completed, bid documents will be completed and FAA will provide funding for advertisements and bidding.</p> <p>Staff has reviewed the invoice and concurs with the stated level of completion and recommends paying the invoice.</p>
FISCAL IMPACT:	\$41,479.56 FAA \$4,608.84 GJRA-Budgeted Dollars <b>\$46,088.40 Total</b>
COMMUNICATION STRATEGY:	N/A
ATTACHMENTS:	Garver Invoice No. 17081934-4
STAFF CONTACT:	Eric Trinklein etrinklein@gjairport.com Office: 970-248-8597



3010 Gaylord Parkway  
 Suite 190  
 Frisco, TX 75034  
 TEL 972.377.7480  
 FAX 972.377.8380  
[www.GarverUSA.com](http://www.GarverUSA.com)

# INVOICE

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

April 6, 2018  
 Project No: 17081934  
 Invoice No: 17081934-4

**Project: GJT Taxiway Alpha Rehabilitation**

Professional Engineering Services through March 30, 2018

	Percent Complete	Contract Amount	Total Billed to Date	Previous Billings	Current Billing
<b>Lump Sum Services</b>					
Geotechnical Services	100.00%	\$13,049.00	\$13,049.00	\$6,524.50	\$6,524.50
Surveying Services	100.00%	\$9,500.00	\$9,500.00	\$9,500.00	\$0.00
Engineering Design Report	100.00%	\$45,051.00	\$45,051.00	\$41,765.60	\$3,285.40
Final Design	75.39%	\$63,400.00	\$47,794.50	\$11,516.00	\$36,278.50
Bidding Services	0.00%	\$15,900.00	\$0.00	\$0.00	\$0.00
<b>Totals</b>		<b>\$146,900.00</b>	<b>\$115,394.50</b>	<b>\$69,306.10</b>	<b>\$46,088.40</b>
				<b>Total Amount This Invoice</b>	<b>\$46,088.40</b>

Authorized by: Colin Bible

Colin Bible, PE  
 Project Manager

**GRAND JUNCTION REGIONAL AIRPORT  
TAXIWAY ALPHA REHABILITATION**



**ENGINEERING DESIGN REPORT**

Professional Services through 3/30/18

Invoice No. 17081934-4

WORK TASK DESCRIPTION	Estimated Amount	Percent Complete	Total Billed to Date	Previous Billings	Current Billing
<b>1. Project Management</b>					
Project Kickoff Meeting with Design Team	\$1,093.00	100.00%	\$1,093.00	\$1,093.00	\$0.00
Attend Airport Board Meetings (1 Meeting)	\$4,520.00	100.00%	\$4,520.00	\$4,520.00	\$0.00
<b>Subtotal - Project Management</b>	<b>\$5,613.00</b>	<b>100.00%</b>	<b>\$5,613.00</b>	<b>\$5,613.00</b>	<b>\$0.00</b>
<b>2. Civil Engineering</b>					
Prepare for Predesign Conference	\$932.00	100.00%	\$932.00	\$932.00	\$0.00
Conduct Predesign Conference	\$3,390.00	100.00%	\$3,390.00	\$3,390.00	\$0.00
Prepare for Project Kickoff Meeting	\$224.00	100.00%	\$224.00	\$224.00	\$0.00
Conduct Project Kickoff Meeting and Site Visit	\$3,955.00	100.00%	\$3,955.00	\$3,955.00	\$0.00
Coordinate with Airport Staff	\$1,792.00	100.00%	\$1,792.00	\$1,792.00	\$0.00
Coordinate with FAA	\$448.00	100.00%	\$448.00	\$448.00	\$0.00
Coordinate with Engineer for 27 1/4 Road for Phasing/Timeline	\$224.00	100.00%	\$224.00	\$224.00	\$0.00
Coordinate with Surveyor	\$224.00	100.00%	\$224.00	\$224.00	\$0.00
Coordinate with Geotechnical Engineer	\$448.00	100.00%	\$448.00	\$448.00	\$0.00
Submit Environmental Categorical Exclusion	\$367.00	100.00%	\$367.00	\$367.00	\$0.00
Record Research	\$546.00	100.00%	\$546.00	\$546.00	\$0.00
Analyze Survey Data	\$546.00	100.00%	\$546.00	\$546.00	\$0.00
Process Survey Data and Prepare Basemap	\$572.00	100.00%	\$572.00	\$572.00	\$0.00
Analyze Geotechnical Data	\$789.00	100.00%	\$789.00	\$789.00	\$0.00
<b>Subtotal - Civil Engineering</b>	<b>\$14,457.00</b>	<b>100.00%</b>	<b>\$14,457.00</b>	<b>\$14,457.00</b>	<b>\$0.00</b>
<b>3. Prepare Engineer Design Report</b>					
Executive Summary	\$448.00	100.00%	\$448.00	\$448.00	\$0.00
Background and History	\$385.00	100.00%	\$385.00	\$385.00	\$0.00
Scope Description, Design Criteria, Schematic Layouts, Alt. Solutions	\$2,184.00	100.00%	\$2,184.00	\$2,184.00	\$0.00
Design Asphalt Taxiway Pavement Section Alternatives in FAARFIELD (Up to 2)	\$1,414.00	100.00%	\$1,414.00	\$1,414.00	\$0.00
Taxiway A Typical Sections (Up to 2)	\$1,404.00	100.00%	\$1,404.00	\$1,404.00	\$0.00
Geometric Layout of Taxiway A	\$1,180.00	100.00%	\$1,180.00	\$1,180.00	\$0.00
Profile of Taxiway A	\$1,118.00	100.00%	\$1,118.00	\$1,118.00	\$0.00
Develop Construction Phasing Options	\$2,012.00	100.00%	\$2,012.00	\$2,012.00	\$0.00
Engineer's Opinion of Probable Costs	\$1,440.00	100.00%	\$1,440.00	\$1,440.00	\$0.00
QC Review	\$1,237.00	100.00%	\$1,237.00	\$1,237.00	\$0.00
Finalize and Submit Draft Report	\$1,538.00	100.00%	\$1,538.00	\$1,538.00	\$0.00
Prepare for and Conduct Draft Report Review Meeting (Conference Call)	\$789.00	100.00%	\$789.00	\$789.00	\$0.00
Incorporate Review Comments and Complete Report	\$2,558.00	100.00%	\$2,558.00	\$0.00	\$2,558.00
<b>Subtotal - Prepare of Engineer Design Report</b>	<b>\$17,707.00</b>	<b>100.00%</b>	<b>\$17,707.00</b>	<b>\$15,149.00</b>	<b>\$2,558.00</b>
<b>4. Direct Non-Labor Expenses</b>					
Non-Labor Direct Expenses	\$7,274.00	100.00%	\$7,274.00	\$6,546.60	\$727.40
<b>Subtotal - Non-Labor Expenses</b>	<b>\$7,274.00</b>	<b>100.00%</b>	<b>\$7,274.00</b>	<b>\$6,546.60</b>	<b>\$727.40</b>
<b>Total Fee:</b>	<b>\$45,051.00</b>	<b>100.00%</b>	<b>\$45,051.00</b>	<b>\$41,765.60</b>	<b>\$3,285.40</b>

**GRAND JUNCTION REGIONAL AIRPORT  
TAXIWAY ALPHA REHABILITATION**



**FINAL DESIGN**

Professional Services through 3/30/18

Invoice No. 17081934-4

WORK TASK DESCRIPTION	Estimated Amount	Percent Complete	Total Billed to Date	Previous Billings	Current Billing
<b>1. Project Management</b>					
Attend Airport Board Meetings (1 Meeting)	\$4,520.00	100.00%	\$4,520.00	\$0.00	\$4,520.00
<b>Subtotal - Project Management</b>	<b>\$4,520.00</b>	<b>100.00%</b>	<b>\$4,520.00</b>	<b>\$0.00</b>	<b>\$4,520.00</b>
<b>2. Civil Engineering</b>					
Coordinate with FBO Regarding Phasing	\$2,260.00	90.00%	\$2,034.00	\$565.00	\$1,469.00
Coordinate with Airlines Regarding Phasing	\$2,260.00	90.00%	\$2,034.00	\$565.00	\$1,469.00
Incorporate FBO Comments	\$510.00	90.00%	\$459.00	\$127.50	\$331.50
Incorporate Airline Comments	\$510.00	90.00%	\$459.00	\$127.50	\$331.50
Coordinate with Airport Staff	\$2,688.00	75.00%	\$2,016.00	\$672.00	\$1,344.00
Coordinate with FAA	\$896.00	75.00%	\$672.00	\$224.00	\$448.00
Design Phase Kickoff Meeting with Design Team	\$1,950.00	100.00%	\$1,950.00	\$1,950.00	\$0.00
<b>Subtotal - Civil Engineering</b>	<b>\$11,074.00</b>	<b>86.91%</b>	<b>\$9,624.00</b>	<b>\$4,231.00</b>	<b>\$5,393.00</b>
<b>3. Develop Final Plans (95%) - Stage I</b>					
<b>General Sheets</b>					
Title Sheet (1 sheet)	\$143.00	100.00%	\$143.00	\$143.00	\$0.00
Phasing Plans (4 sheets)	\$2,361.00	100.00%	\$2,361.00	\$590.25	\$1,770.75
Safety and Phasing Details (1 sheet)	\$572.00	100.00%	\$572.00	\$143.00	\$429.00
Quantities and Construction Notes (1 sheet)	\$733.00	100.00%	\$733.00	\$183.25	\$549.75
Survey Data Control (1 sheet)	\$429.00	100.00%	\$429.00	\$107.25	\$321.75
Erosion Control Plan (2 sheets)	\$286.00	100.00%	\$286.00	\$71.50	\$214.50
Erosion Control Details (1 sheet)	\$286.00	100.00%	\$286.00	\$71.50	\$214.50
Pavement Marking Details (2 sheets)	\$429.00	100.00%	\$429.00	\$107.25	\$321.75
<b>Taxiway Alpha Rehabilitation Plans</b>					
Demolition Plans (2 sheets)	\$1,305.00	100.00%	\$1,305.00	\$326.25	\$978.75
Typical Sections (1 sheet)	\$1,404.00	100.00%	\$1,404.00	\$351.00	\$1,053.00
Geometric Layout Plans Taxiway Alpha (2 sheets)	\$1,342.00	100.00%	\$1,342.00	\$335.50	\$1,006.50
Taxiway A Plan and Profile Sheets (2 sheets)	\$2,361.00	100.00%	\$2,361.00	\$590.25	\$1,770.75
Paving and Grading Details (2 sheets)	\$572.00	100.00%	\$572.00	\$143.00	\$429.00
Paving and Grading Plans (4 sheets)	\$2,746.00	100.00%	\$2,746.00	\$686.50	\$2,059.50
Pavement Marking Plans (2 sheets)	\$572.00	100.00%	\$572.00	\$143.00	\$429.00
Miscellaneous Details (2 sheets)	\$894.00	100.00%	\$894.00	\$223.50	\$670.50
Cross Sections (8 sheets)	\$2,012.00	100.00%	\$2,012.00	\$503.00	\$1,509.00
Prepare and Submit FAA Form 7460-1 Notice of Proposed Construction	\$733.00	100.00%	\$733.00	\$183.25	\$549.75
Prepare and submit CSPP to FAA	\$733.00	100.00%	\$733.00	\$183.25	\$549.75
Develop Final Bid Proposal	\$966.00	100.00%	\$966.00	\$241.50	\$724.50
Develop Front End Specifications	\$1,237.00	100.00%	\$1,237.00	\$309.25	\$927.75
Develop Final Technical Specifications and Modifications with Revisions and Justification Notes	\$4,261.00	100.00%	\$4,261.00	\$1,065.25	\$3,195.75
Final Quantities and Engineer's Opinion of Total Costs	\$2,334.00	100.00%	\$2,334.00	\$583.50	\$1,750.50
QC Review	\$1,578.00	100.00%	\$1,578.00	\$0.00	\$1,578.00
Finalize and Submit Final Plans, Specifications, Estimates	\$4,826.00	0.00%	\$0.00	\$0.00	\$0.00
Prepare for and Conduct Review Meeting of Final Plans, Specs, Estimates	\$4,179.00	0.00%	\$0.00	\$0.00	\$0.00
Final Revision and Submission of Bid Plans, Specs, Estimates	\$2,360.00	0.00%	\$0.00	\$0.00	\$0.00
Prepare and Submit Construction Management Plan	\$733.00	100.00%	\$733.00	\$0.00	\$733.00
QC Review	\$1,664.00	0.00%	\$0.00	\$0.00	\$0.00
<b>Subtotal - Develop Final Plans (95%) - Stage I</b>	<b>\$44,051.00</b>	<b>70.42%</b>	<b>\$31,022.00</b>	<b>\$7,285.00</b>	<b>\$23,737.00</b>
<b>4. Direct Non-Labor Expenses</b>					
Non-Labor Direct Expenses	\$3,755.00	70.00%	\$2,628.50	\$0.00	\$2,628.50
<b>Subtotal - Non-Labor Expenses</b>	<b>\$3,755.00</b>	<b>70.00%</b>	<b>\$2,628.50</b>	<b>\$0.00</b>	<b>\$2,628.50</b>
<b>Total Fee:</b>	<b>\$63,400.00</b>	<b>75.39%</b>	<b>\$47,794.50</b>	<b>\$11,516.00</b>	<b>\$36,278.50</b>

**GRAND JUNCTION REGIONAL AIRPORT  
TAXIWAY ALPHA REHABILITATION**



**SURVEY AND GEOTECHNICAL SERVICES**

Professional Services through 3/30/18

Invoice No. 17081934-4

WORK TASK DESCRIPTION	Estimated Amount	Percent Complete	Total Billed to Date	Previous Billings	Current Billing
<b>Geotechnical Services</b>					
Geotechnical Services	\$ 13,049.00	100.00%	\$ 13,049.00	\$6,524.50	\$6,524.50
<b>Surveying Services</b>					
Surveying Services	\$ 9,500.00	100.00%	\$ 9,500.00	\$9,500.00	\$0.00
<b>Total Fee:</b>	<b>\$ 22,549.00</b>	<b>100.00%</b>	<b>\$ 22,549.00</b>	<b>\$16,024.50</b>	<b>\$6,524.50</b>



[www.GarverUSA.com](http://www.GarverUSA.com)

## **GRAND JUNCTION REGIONAL AIRPORT**

### **ENGINEER'S MONTHLY PROJECT UPDATE**

Updated: April 6, 2018

#### **Taxiway Alpha Rehabilitation (AIP 59)**

Garver is currently working on the design of the Taxiway Alpha project. A draft CSPP and final documents were submitted for FAA review on March 16<sup>th</sup>. After review of this submittal is completed, comments will be incorporated and bid documents will be completed and awaiting FAA funding for advertisement and bidding.

## Grand Junction Regional Airport Authority

### Agenda Item Summary

TOPIC:	East Terminal Air Carrier Apron Work Order No. 4- Garver
PURPOSE:	Information <input type="checkbox"/> Guidance <input type="checkbox"/> Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Board approval of Garver Work Order No. 4
LAST ACTION:	GJRAA executed a Master Agreement for Professional Services with Garver on May 18, 2017.
DISCUSSION:	<p>Task Order A was signed on May 18, 2017 to provide construction support services for improvements to the East Terminal Air Carrier Apron. The proposed reconstruction of the air carrier apron will improve approximately 10,200 square yards of the existing commercial apron.</p> <p>Work Order No. 4 is for the selection of Garver, LLC to provide additional construction phase services for the East Terminal Air Carrier Apron project.</p> <p>The additional construction phase services includes coordination with the Contractor, Owner, and FAA. Services include attending progress meetings with the Contractor, Owner, and FAA, as well as evaluating test results and recording data. Garver will also provide services related to the project that are not included in the agreement, when requested by the Owner.</p>
FISCAL IMPACT:	Not to exceed \$20,000
COMMUNICATION STRATEGY:	N/A
ATTACHMENTS:	1. Work Order No. 4
STAFF CONTACT:	Eric Trinklein etrinklein@gjairport.com Office: 970-248-8597



**WORK ORDER NO. 4**  
**Grand Junction Regional Airport Authority**  
**Grand Junction, Colorado**  
**Project No. 17081932**

This WORK ORDER is made by and between the **Grand Junction Regional Airport Authority of Grand Junction, Colorado** hereinafter referred to as "Owner," and **GARVER, LLC**, hereinafter referred to as "GARVER", in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on May 18, 2017.

Under this Work Order, the Owner intends to make the following improvements for the **East Terminal Air Carrier Apron** project.

GARVER will provide professional services related to these improvements as described herein.

**SECTION 1 - SCOPE OF SERVICES**

Additional Construction Phase Services related to the project, including coordination with the Contractor, Owner and FAA. Services include, but are not limited to:

1. Attend progress/coordination meetings with the Contractor, Owner, and FAA.
2. Evaluate and consolidate test results and record data.
3. Respond to request for information and correspondence from Contractor, Owner, and FAA.
4. When requested by the Owner, services related to the project that are not include in previous agreements.

The following items related to the project are not included under this agreement but may be added by separate agreement:

1. Construction Administration services for additional construction.
2. Construction Observation services for additional construction.
3. Materials Testing services for additional construction.

**SECTION 2 – PAYMENT**

For the work described under SECTION 1 - SCOPE OF SERVICES, the Owner will pay GARVER on an hourly rate basis. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

If any payment due GARVER under this agreement is not received within 60 days from date of invoice, GARVER may elect to suspend services under this agreement without penalty or liquidated damages assessed from the Owner.

The table below presents a summary of the fee amounts and fee types for this contract.

WORK DESCRIPTION	ESTIMATED FEE AMOUNT	FEE TYPE
Additional Construction Phase Services	\$20,000.00	HOURLY RATE



The Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix B for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to GARVER under this agreement is estimated to be \$20,000.00. The actual total fee may exceed this estimate. The rates shown in Appendix B will be increased annually with the first increase effective on or about July 2019.

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

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

The Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner indicating the estimated proportion of the work accomplished. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge. Any unused portion of the fee, due to delays beyond GARVER's control, will be increased 6% annually with the first increase effective on or about July, 2019.

As directed by the Owner, some billable work may have been performed by GARVER prior to execution of this agreement. Payment for this work will be made in accordance with the fee arrangement established herein, as approved by the Owner.

### **SECTION 3 – APPENDICES AND EXHIBITS**

- 3.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:
- 3.1.1 Appendix A (*not used*)
  - 3.1.2 Appendix B *Rate Schedule*

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



Approval and acceptance of this Work Order, including attachments listed in SECTION 3 – APPENDICES AND EXHIBITS, shall incorporate this document as part of the Agreement. Garver is authorized to begin performance upon receipt of a copy of this Work Order signed by the Owner. The effective date of this Work Order shall be the last date written below.

Grand Junction Regional Airport  
Authority

GARVER, LLC

By: \_\_\_\_\_  
*Signature*

By: Frank McIlwain  
*Signature*

Name: \_\_\_\_\_  
*Printed Name*

Name: Frank McIlwain  
*Printed Name*

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

Title: Vice President

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

Date: March 22, 2018

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_



**APPENDIX B**

**GJT East Terminal Air Carrier Apron  
Additional Construction Phase Services Hourly Rate Schedule**

<b>Classification</b>	<b>Rates</b>
<b>Engineers / Architects</b>	
E-1.....	\$ 129.00
E-2.....	\$ 153.00
E-3.....	\$ 180.00
E-4.....	\$ 213.00
E-5.....	\$ 262.00
E-6.....	\$ 324.00
E-7.....	\$ 372.00
<b>Planners / Environmental Specialist</b>	
P-1.....	\$ 157.00
P-2.....	\$ 186.00
P-3.....	\$ 212.00
P-4.....	\$ -
P-5.....	\$ -
P-6.....	\$ -
P-7.....	\$ -
<b>Designers</b>	
D-1.....	\$ 117.00
D-2.....	\$ 132.00
D-3.....	\$ 157.00
D-4.....	\$ 184.00
<b>Technicians</b>	
T-1.....	\$ 100.00
T-2.....	\$ 136.00
T-3.....	\$ 147.00
<b>Surveyors</b>	
S-1.....	\$ 62.00
S-2.....	\$ 74.00
S-3.....	\$ 102.00
S-4.....	\$ 141.00
S-5.....	\$ 186.00
S-6.....	\$ 217.00
2-Man Crew (Survey).....	\$ 237.00
3-Man Crew (Survey).....	\$ 287.00
2-Man Crew (GPS Survey).....	\$ 280.00
3-Man Crew (GPS Survey).....	\$ 329.00
<b>Construction Observation</b>	
C-1.....	\$ 110.00
C-2.....	\$ 139.00
C-3.....	\$ 168.00
C-4.....	\$ 217.00
<b>Management/Administration</b>	
M-1.....	\$ 372.00
X-1.....	\$ 75.00
X-2.....	\$ 96.00
X-3.....	\$ 153.00
X-4.....	\$ 181.00
X-5.....	\$ 191.00
X-6.....	\$ 226.00

## Grand Junction Regional Airport Authority

### Agenda Item Summary

TOPIC:	Pay Request-Terminal Building Renovations
PURPOSE:	Information <input type="checkbox"/> Guidance <input type="checkbox"/> Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Board approve payment of Mead & Hunt Invoice No. 277599.
LAST ACTION:	Board executed design contract 8/18/17.
DISCUSSION:	<p>This invoice is the progress billing for the terminal building renovations for work completed through December 31.</p> <p>Work completed this phase includes completion of a portion of Project Management and Schematic Design, as well as Construction Documents and Permit and Bid are in the early stages of completion.</p> <p>Staff has reviewed the invoice and concurs with the stated level of completion and recommends paying the invoice.</p>
FISCAL IMPACT:	\$57,451.67 – Budgeted dollars
COMMUNICATION STRATEGY:	None.
ATTACHMENTS:	Mead & Hunt Invoice No. 277599
STAFFCONTACT:	Eric Trinklein <a href="mailto:etrinklein@gairport.com">etrinklein@gairport.com</a> Office: 970-248-8597



Remit payment to:  
 Mead & Hunt | Accounts Receivable  
 2440 Deming Way | Middleton, WI 53562-1562  
 1-888-364-7272 | AccountsReivable@meadhunt.com

**Invoice**

Grand Junction Regional Airport  
 2828 Walker Field Drive, Suite 301  
 Grand Junction, Colorado 81506

March 21, 2018  
 Project No: R2331300-171869.01  
 Invoice No: 277599

Project R2331300-171869.01 GJT Terminal Building Renovations

8/18/17 Task Order #3

Professional Services from February 1, 2018 to February 28, 2018

**Fee**

Phase	Fee	Percent Complete	Earned	Current
Project Management	29,150.00	37.7451	11,002.70	2,495.78
Concept Design	115,158.00	100.00	115,158.00	0.00
Schematic Design	99,324.00	69.4023	68,933.10	29,399.50
Design Development	159,318.00	7.4558	11,878.38	0.00
Construction Documents	256,324.00	18.1647	46,560.40	24,717.94
Permit and Bid	19,099.00	4.39	838.45	838.45
<b>Total Fee</b>	<b>678,373.00</b>		<b>254,371.03</b>	<b>57,451.67</b>
		Previous Fee Billing	196,919.36	
	<b>Total</b>			<b>57,451.67</b>
		<b>Total this invoice</b>		<b>\$57,451.67</b>

**Outstanding Invoices**

Number	Date	Balance
276790	2/21/2018	39,492.42
<b>Total</b>		<b>39,492.42</b>

~~2770~~ 2115

ACT 0039

TY

## Grand Junction Regional Airport Authority

### Agenda Item Summary

TOPIC:	Passenger Terminal Building Scope of Services- Mead & Hunt
PURPOSE:	Information <input type="checkbox"/> Guidance <input type="checkbox"/> Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Board approval of the Scope of Services for the Passenger Terminal Building
LAST ACTION:	GJRAA executed a Professional Services Agreement with Mead & Hunt on August 18, 2017.
DISCUSSION:	<p>The scope of services was revised on April 6, 2018 for the Passenger Terminal Building Project Renovations to be completed by Mead &amp; Hunt Architecture.</p> <p>The scope of services includes providing architectural and engineering design services for Civil, Structural, Architectural, Mechanical, Electrical, Plumbing and Fire Protection, Fire alarm, and Technology systems.</p>
FISCAL IMPACT:	<b>\$465,926 GJRA-Budgeted Dollars</b>
COMMUNICATION STRATEGY:	N/A
ATTACHMENTS:	1. Exhibit A
STAFF CONTACT:	Eric Trinklein etrinklein@gjairport.com Office: 970-248-8597



Mead & Hunt, Inc.  
M & H Architecture, Inc.  
9600 NE Cascades Parkway, Suite 100  
Portland, Oregon 97220  
503-548-1494  
meadhunt.com

**Exhibit A**  
**Architectural/Engineering Professional Services**  
**Scope of Services**  
**Passenger Terminal Building**  
**Grand Junction Regional Airport**  
**Grand Junction, Colorado**

August 18, 2017  
Revised April 13, 2018

This document describes the scope of services to be completed by M&H Architecture, Inc. (Consultant) for Grand Junction Regional Airport Authority (Client) for the GJT Passenger Terminal Building Renovations (Project) to be located at the Grand Junction Regional (Airport) in Grand Junction, Colorado.

**Project Understanding**

The projects identified in the 2017 Terminal Program/Project Strategy document are primarily comprised of deferred maintenance items on the terminal alongside select terminal improvements. The airport currently has established funding for these items, and needs to upgrade the terminal facility and infrastructure to sustain it for the near term while plans for a terminal expansion or replacement are developed.

Specific listed projects include:

1. Mechanical:

The existing mechanical system serving the building is well past its anticipated life-span. Portions of the system including subgrade ducts are failing resulting in dust and sand entering the system. In 2016, M&H completed a Terminal Assessment Report which outlined several options that were considered for the mechanical system. The recommendation from that assessment is a total replacement of the central air handling system. The report also assumes that the temperature control system will be upgraded to DDC with electric actuation as well as replacement of the existing boilers. This project will review and recommend new controls system options that can be utilized as a replacement for the existing system. Once the system has been selected, consultant will provide a design for the new controls system to replace the existing system and integrate into the existing building. The structure will be evaluated to confirm that the new HVAC system

loads imposed on the existing building structure do not exceed the capacity of the structural system.

During the Concept Design phase of the project, numerous HVAC system options were considered for the project. After owner review, Option 8 was selected as the preferred solution. This option limits the area being served to the Atrium / Lobby space only. All other existing spaces will not receive modifications (existing systems will remain in place).

This option locates two (2) large RTU's on the existing ATO roof to serve the Atrium space. New ductwork will be added to allow airflow distribution to the atrium space.

The HVAC work will be split into two packages. The first will be an early procurement package to allow the owner to bid and procure certain equipment ahead of time. The second will indicate what equipment is owner procured/contractor installed.

There is no scope associated with the existing air handling system located in the basement, with the exception that heating will be added to the space for freeze protection. This equipment will remain in place as is.

The existing heat generation system (boilers) serving the building is past its anticipated life-span. This project will provide design services to replace the four existing gas-fired boilers.

## 2. Life safety upgrades:

The airport has identified certain life safety upgrades it is considering undertaking. This project will review the current building codes related to these life safety upgrades and provide a design to implement them.

Specific life safety items identified by the 2017 Terminal Program which will be evaluated and designed are:

- ✓ Third Floor Enclosure
  - During the Concept Design phase of the project, enclosure of the third floor using a glazed smoke enclosure wall was proposed as an alternative solution to installing smoke evacuation system. GJRAA has selected this option for inclusion in the project. A preliminary plan was developed and included in the Concept Design report. This will serve as the basis of design for this scope.
- ✓ HVAC Related Fire Protection
  - Any required HVAC related fire protection, such as duct detectors, fire damper, etc; will be addressed as part of the HVAC package.
- ✓ Emergency and Egress Lighting Systems

- The previous BCER report from 2016 identifies areas where the existing emergency and egress lighting system does not provide the code required lighting levels. New emergency and egress lighting will be designed to comply with applicable building codes in the following areas: TSA screening areas, restrooms, and one stairway.
- ✓ Exit Stair Enclosures
  - New 1-hour rated stair enclosures at existing egress stairs. This work is limited to areas immediately surrounding the affected stairways. This work will be completed as part of the HVAC package.

3. Other Items:

- a. Roof: The existing roof systems consist of both Asphalt and PVC types of roofing. It is assumed that this project will design a replacement roof system consisting of a 60mil Thermoplastic Polyolefin (TPO) roof system including insulation for the low slope roof areas and a standing seam metal roofing system for the steep slope roof areas. During the Concept Design phase, it was determined that the roofing replacement will be split into two independent packages. The initial package will include those areas of the roof that are not being impacted by the HVAC replacement project. These areas include the PVC roof areas at the skylights as well as the flat roof areas above the Gate 1 and Gate 6 holdrooms. The ATO roof area will be replaced with the HVAC replacement project.
- b. Electrical: It has been determined that the current Emergency Power Supply System for the building is inadequate for the current loads and well beyond its useful life. This project will provide updated documentation to correct these deficiencies as well as provide a design to install a higher capacity emergency generator for the building. GJRAA has evaluated the list of items developed during the Concept Design Phase that could be served by the new emergency generator and provided direction as to what they would like powered. This scope will be completed with the HVAC replacement portion of the project.
- c. Escalators: With the ongoing maintenance issues of the existing escalators, replacement has become critical. This project will provide a design to replace the existing escalators with new escalators and incorporate necessary repairs to the existing escalator walls and foundations. This scope will be completed as an independent bid package.

It is assumed that the building site has no environmental issues and that adequately sized utilities serve the terminal building, including electric power, water, sewer, storm sewer, and telecommunications. If during the course of design it is found that assumed conditions are otherwise, a separate proposal will be discussed and issued upon request to the Client for the required services.

As the project is developed, it is understood that the scope may vary as the final improvements and phasing are determined. But, it is assumed that the scope of services will remain generally consistent as outlined here and that the construction budget will be approximately \$4 Million for the work of this scope. If there is a material change in the scope or construction budget, the associated fees would require adjustment accordingly.

It is assumed that this project will be constructed using private airport funds and Passenger Facility Charges (PFC's). Mead & Hunt will develop a PFC Eligibility report to document eligible areas and prorated eligible systems.

Architectural and engineering professional services will be provided through the Bidding Phase of the Project. Once Final Design has been completed and the Construction Administration services level of effort has been determined, Consultant will submit a scope and fee for that effort, to be provided under a separate agreement.

### **Project Schedule**

From the date of Owner's notice to proceed, the design and construction document phases for the project will be completed as follows, dates do not include owner or airline review periods:

- |                          |           |
|--------------------------|-----------|
| ▪ Concept Design         | Completed |
| ▪ Schematic Design       | Completed |
| ▪ Construction Documents | 8 weeks   |
| ▪ Permitting             | TBD       |
| ▪ Bidding and Award      | 8 weeks   |

(Bidding to be completed by Owner or their General Contractor on all projects being bid after 4/4/18.)

### **Project Deliverable Milestones**

Deliverable packages based on the progression of design will be issued as described in tasks 1 through 7. Each package will be issued as described below for coordination with client. During the Concept Design phase of the project, it was determined that the project would be issued in three separate design packages for bidding and construction. The first design package will include the replacement of the Escalators. The second design package will include the replacement of the roofing not affected by the HVAC replacement package. The third design package will be terminal improvements to include the replacement of the HVAC system for the main building lobby, electrical upgrades, and the roofing replacement affected by the HVAC system replacement. This package will be split into two packages. The first being an early procurement package to allow the owner to bid and procure certain equipment ahead of time. The second will be the terminal improvements and indicate what equipment is owner procured/contractor installed. Each design deliverable package will be issued as a single complete document.

The following design deliverables will be provided as part of this scope:

- 10% Design      Concept Design - Final Package – Completed
- 30% Design      Schematic Design - Final Package - Completed
- Early Procurement Package for HVAC Equipment
- 90% Design      Construction Documents - Progress Package (Permit Set) – Terminal Improvements package (escalator and roofing packages complete)
- 100% Design    Construction Documents - (Bid set - sealed drawings) – Terminal Improvements (escalator & roofing packages complete)

Changes between the deliverable packages will not be tracked (clouded) by the Consultant. Estimates will be consistent with CSI divisions.

### **Scope of Services**

The Consultant will be responsible for providing architectural and engineering design services for Civil, Structural, Architectural, Mechanical, Electrical, Plumbing and Fire Protection, Fire alarm, and Technology systems (MEP/TS) as outlined in the following tasks.

Listings of attendees at Meetings in the following scope of services shall be designated as follows: Principal-in-Charge (PC) Project Manager (PM), Design Architect (DA), Project Architect (PA), Structural Engineer (SE), Mechanical Engineer (ME), Electrical Engineer (EE), Plumbing and Fire Protection Engineer (PE), Technology Systems Specialist (TS) Civil Engineer (CE).

#### ***Task 1. Project Management***

This task provides project administration and coordination throughout the course of this project and will involve communicating project progress and issues with the Client, coordinating the team's activities, managing the Consultant's sub-consultants' work, coordinating the design with the Client's consultants, providing oversight and quality control, checking documents, organizing project information, preparation of meeting minutes, documentation of site visits and internal team meetings, administering invoices, and managing the project budget.

#### ***Task 2. Concept Design Phase***

Upon notice to proceed, the Concept Design phase will review and establish the overall goals of the project and develop and verify the building requirements. This task will provide the further development of the building program. This phase will include determining the following items:

#### ***General Tasks***

- Program development and summary of individual space requirements
- Quality and image goals
- Geotechnical requirements for developing soils report
- Photographing existing building conditions

- Building utility system (mechanical, electrical, plumbing) requirements and energy and sustainable design goals
- Review of Airport design and planning standards
- Regulatory requirements review including building code (architectural, structural, mechanical, electrical and plumbing) and ADA compliance reviews.
- Initial contact with relevant governmental regulatory agencies (i.e.: Code Services, Federal Aviation Administration, etc., as required).
- Site reconnaissance to evaluate existing building conditions based on observations and available as-built drawings provided by the Client.
- Develop conceptual options and recommended concept designs for each of the terminal improvement items.
- Determine a phasing strategy for the further development of the building design and building systems.
- Develop a preliminary report of PFC Eligible areas and systems.
- Prepare a concept level construction cost estimate for the preferred improvement options
- Meeting minute documentation of site visits and internal team meetings

#### *Meetings*

- One (1) two-day work session at the Airport with Client to kick-off the project and review the building program requirements, confirm priorities, design standards, building quality, building system requirements, building equipment list, and budget goals. Attendees: PM, DA, PA
- On-site reconnaissance by the project team to evaluate and document existing building conditions (coincident with meeting above). Attendees: PM, DA, PA, PE, SE, ME, EE, TS
- One (1) follow-up meeting with the Client to review the Concept Design draft submittal. Attendees: PM, PA, ME
- Attend GJRAA Board Meetings (monthly upon request) on the following dates:
  - August 15, 2017. Attendees: PC
  - September 21, 2017. Attendees: PC
  - October 17, 2017. Attendees: PC
  - November 16, 2017. Attendees: PC, PM, ME

#### *Deliverables*

Concept Design deliverables will be submitted for Client review and approval to include the following:

- Program requirements summary
- Regulatory requirements
- Building quality expectations
- Recommended concept designs for terminal improvement items
- Phasing strategy
- PFC eligibility report
- Concept level opinion of probable construction cost

Client's review comments will be incorporated into the schematic design documents. Client changes affecting project scope, schedule or budget will be reviewed with Consultant regarding potential contract modifications.

### **Task 3. Schematic Design Phase**

Upon completion of the Concept Design Phase and written notice to proceed, the Schematic Design phase will determine the schematic design, scale and the interfacing of the various structural, mechanical, plumbing and electrical components of the project. This phase combines the various discipline design scopes for the project and develops preliminary drawings, budget, and project schedule. This phase will include the following elements:

#### *General Tasks*

- Conduct a preliminary review of regulatory requirements for the project applying building code requirements to plans to verify new and existing conditions, building classification and other life-safety requirements.
- Develop preliminary building plans, reflected ceiling plans, building elevations and sections, and typical wall sections.
- Review airport requirements and coordinate with the design.
- Complete FAA Form 7460-1, Notice of Proposed Construction or Alteration for submittal to the Airport and FAA for the building and construction crane heights.
- Develop preliminary structural plans and significant support details.
- Provide schematic development of the MEP/TS building systems
  - Schematic layout of building utility systems
  - Preliminary selection of major equipment
  - Preliminary layouts for equipment rooms and main service lines
  - Inventory and coordination of existing equipment with the building system design
- Update the PFC Eligibility report
- Develop a preliminary opinion of probable construction cost for the project.
- Prepare meeting minute documentation of site visits and internal team meetings

#### *Meetings*

- One (1) final design presentation meeting to the Airport for review and sign-off on the schematic design. Attendees: PM, PA, DA
- One (1) meeting to initiate the pre-application review process for building approval with Building Department and other city regulatory agencies (coincident with design presentation trip). Attendees: PM
- Attend GJRAA Board Meeting (Monthly upon request)
  - January, 2018. Attendees: PC

#### *Deliverables*

Schematic Design deliverables will be submitted for Client review and approval to include the following:

- Building code review summary

- Schematic Design level architectural floor plans, reflected ceiling plans, building elevations, building sections and typical wall sections.
- Mechanical and Electrical schematic design drawings, showing major equipment and upgrade concepts.
- Updated PFC Eligibility report
- Updated preliminary opinion of probable construction cost

Deliverables to the Client will include one (1) PDF set of drawings.

Client's review comments will be incorporated into the Construction Documents. Client changes affecting project scope, schedule or budget will be reviewed with Consultant regarding potential contract modifications.

#### **Task 4. Design Development Phase – Scope Removed**

#### **Task 5. Construction Documents Phase**

Subject to approval of the Schematic Design phase and notice to proceed, construction document drawings and specifications will be generated for bidding purposes. The deliverables provided at the conclusion of the Construction Documents phase will be bid plans and specifications and updated construction cost information. The following Construction Documents services will be provided:

##### *General Tasks*

- Finalize phased construction drawings for the following components of the project:
  - Architectural
  - Structural
  - Mechanical
  - Plumbing
  - Fire Protection
  - Electrical
- Finalize specifications to include Procurement and Contracting Requirements (Division 0), General Requirements (Division 1), and General trade sections.
- Update opinion of probable construction costs. Advise Client of known market changes.
- Submit 90% complete pre-final construction documents to Client for review and approval. Incorporate Client comments into documents.
- Finalize PFC Eligibility report. Coordinate final eligibility with FAA and/or airlines (up to 2 conference call meetings)
- Prepare meeting minute documentation.
- Plan distribution – prior to bidding phase, deliver an electronic copy of the bid documents to commercial printer for printing and distribution.

##### *Meetings*

- One (1) conference call meeting at 90% completion to solicit final Client review comments prior to issuing documents for bidding. Attendees: PM, PA, DA, SE, ME, EE, PE, TS.

- One (1) final design meeting to review the project with the Client to sign-off on the construction documents phase. Attendees: PM.
- Attend GJRAA Board Meeting (Monthly upon request)
  - February 2018. Attendees: PC or PM
  - March 2018. Attendees: PC or PM
  - April, 2018. Attendees: PC or PM
  - May, 2018. Attendees: PC or PM

#### *Deliverables*

Deliver one (1) PDF copy of the 90% plans and specifications for Owner review prior to issuing documents for bidding.

At the completion of the Construction Document phase, deliver one (1) PDF copy of the 100% plans, specifications, and Opinion of Probable Construction Cost (incorporating Owner review comments) and AutoCAD files of all drawings to the GJRAA.

Contract Documents submitted will include:

- Architectural, Structural and MEP/TS Construction Drawings and Project Manual (Specifications)
- Revised opinion of probable construction cost

#### **Task 6. Permit Processing**

The Consultant will assemble construction documents and assist the Client in completing forms for the applicable regulatory agencies at the County Building Department for review and permit approval for the project. This phase will include:

#### *General Tasks*

- Coordinate permit process for obtaining building permits
- Address questions from the Building Official and revise Consultant drawings accordingly to facilitate the issuance of a building permit with up to two (2) revision resubmittals of the plans to the appropriate agencies.

#### *Meetings*

- None

#### *Deliverables*

- Building Permit package - Three (3) signed and sealed copies of the contract documents for the building permit submittal

### **Task 7. Bidding Phase**

Subject to approval of the construction documents and authorization to proceed with the Bidding Phase, Consultant will assist the Client in answering questions related to construction documents. The following Bidding Phase services will be provided:

#### *General Tasks*

- Answer questions from contractors and provide clarifications of the bidding documents.
- Review requests for substitutions of specified materials and advise Client as to acceptability of substituted materials/equipment.

#### *Meetings*

- Attend GJRAA Board Meeting (Monthly upon request)
  - June, 2018. Attendees: PC or PM

#### *Deliverables*

- None

### **Responsibilities of Client**

Consultant's Scope of Services and Compensation are based on the Client performing or providing the following:

- A designated representative with complete authority to transmit instructions and information, receive information, interpret policy, and define decisions.
- Access to the project site.
- Available data, drawings, and information related to the project including as-built drawings of the existing facility.
- Client's building equipment list (IT, security, phone systems, copiers, etc.).
- Review of draft plans and specifications within two weeks of receipt.
- Protection of Mead & Hunt-supplied digital information or data, if any, from contamination, misuse, or changes.
- Break out project fees for each project to include both completed work as well as all future work moving forward.

### **Work Not Included in the Scope of Services**

The following items are excluded from this agreement and will be provided by the Client or provided by the Consultant as an Additional Service only as authorized by the Client:

- Future bidding of projects after 4/4/2018 other than items listed under Task 7.
- Site Surveys
- Site utility design
- Storm water management plan
- Environmental reviews
- Hazardous materials investigation or mitigation efforts. If hazardous materials are found in the work, the Client shall contract separately to mitigate and/or have them removed.

- Planning and Building Inspection Department review meetings beyond those indicated in scope of services
- Inventory of Client's existing furniture, fixtures and equipment
- Fees related to Building Department and related agencies review and permits
- Supplemental information documents for unknown existing conditions, field changes, Client design changes.
- LEED Design or other sustainability submissions
- Bidding services except as noted in Task 7
- The cost to re-bid the project in the event the project bids are more than what's budgeted for the project.
- Contractor negotiations after bidding
- Construction Administration and Construction Observation services

**End of Exhibit A**

AIRPORT: GRAND JUNCTION REGIONAL AIRPORT

AIP NO.: 3-XX-XXXX-XX

PROJECT: Passenger Terminal Renovations

FEE ESTIMATE

Calculations by:

**Task 1: Project Management**

A. Principal	16	\$262	\$	4,192.00
B. Project Manager	38	\$215	\$	8,170.00
C. Project Architect	12	\$187	\$	2,244.00
D. Design Architect	10	\$135	\$	1,350.00
E. Civil Engineer	10	\$168	\$	1,680.00
F. Structural Engineer	10	\$168	\$	1,680.00
G. Plumb & Fire Engineer	10	\$168	\$	1,680.00
H. Mechanical Engineer (Sr)	10	\$168	\$	1,680.00
I. Mechanical Engineer (Jr)	10	\$135	\$	1,350.00
J. Electrical Engineer (Sr)	10	\$168	\$	1,680.00
K. Technology Engineer	10	\$168	\$	1,680.00
L. CAD Tech	10	\$118	\$	1,180.00
M. Admin Assistant	8	\$73	\$	584.00
Total Labor:			\$	29,150.00
			\$	-
Out-of-Pocket Expenses:			\$	-
U. Misc Expenses			\$	-
Total Out-of-Pocket			\$	-
Sub-Total			\$	29,150.00
FCCM			\$	-
Task 1 Total			\$	29,150.00

**Task 2: Concept Design**

A. Principal	0	\$262	\$	-
B. Project Manager	62	\$215	\$	13,330.00
C. Project Architect	82	\$187	\$	15,334.00
D. Design Architect	88	\$135	\$	11,880.00
E. Civil Engineer	12	\$168	\$	2,016.00
F. Structural Engineer	28	\$168	\$	4,704.00
G. Plumb & Fire Engineer	60	\$168	\$	10,080.00
H. Mechanical Engineer (Sr)	74	\$168	\$	12,432.00
I. Mechanical Engineer (Jr)	48	\$135	\$	6,480.00
J. Electrical Engineer (Sr)	62	\$168	\$	10,416.00
K. Technology Engineer	54	\$168	\$	9,072.00
L. CAD Tech	48	\$118	\$	5,664.00
M. Admin Assistant	0	\$73	\$	-
Total Labor:			\$	101,408.00
			\$	-
Out-of-Pocket Expenses:			\$	-
T. Misc Expenses			\$	13,750.00
Total Out-of-Pocket			\$	13,750.00
Sub-Total			\$	115,158.00
FCCM			\$	-
Task 2 Total			\$	115,158.00

**Task 3: Schematic Design**

A. Principal	14	\$262	\$	3,668.00
B. Project Manager	30	\$215	\$	6,450.00
C. Project Architect	50	\$187	\$	9,350.00
D. Design Architect	54	\$135	\$	7,290.00
E. Civil Engineer	0	\$168	\$	-
F. Structural Engineer	12	\$168	\$	2,016.00
G. Plumb & Fire Engineer	12	\$168	\$	2,016.00
H. Mechanical Engineer (Sr)	76	\$168	\$	12,768.00
I. Mechanical Engineer (Jr)	80	\$135	\$	10,800.00
J. Electrical Engineer (Sr)	44	\$168	\$	7,392.00
K. Technology Engineer	0	\$168	\$	-
L. CAD Tech	152	\$118	\$	17,936.00
M. Admin Assistant	0	\$73	\$	-
Total Labor:			\$	79,686.00
			\$	-
Out-of-Pocket Expenses:			\$	-
S. Misc Expenses			\$	1,250.00
Total Out-of-Pocket			\$	1,250.00
Sub-Total			\$	80,936.00
FCCM			\$	-
Task 3 Total			\$	80,936.00

**Task 4: Design Development**

A. Principal	0	\$262	\$	-
B. Project Manager	0	\$215	\$	-
C. Project Architect	0	\$187	\$	-
D. Design Architect	0	\$135	\$	-
E. Civil Engineer	0	\$168	\$	-
F. Structural Engineer	0	\$168	\$	-
G. Plumb & Fire Engineer	0	\$168	\$	-
H. Mechanical Engineer (Sr)	0	\$168	\$	-
I. Mechanical Engineer (Jr)	0	\$135	\$	-
J. Electrical Engineer (Sr)	0	\$168	\$	-
K. Technology Engineer	0	\$168	\$	-
L. CAD Tech	0	\$118	\$	-
M. Admin Assistant	0	\$73	\$	-
Total Labor:			\$	-
			\$	-
Out-of-Pocket Expenses:			\$	-
Q. Misc Expenses			\$	-
Total Out-of-Pocket			\$	-
Sub-Total			\$	-
FCCM			\$	-
Task 4 Total			\$	-

**Task 5: Construction Documents**

A. Principal	38	\$262	\$	9,956.00
B. Project Manager	69	\$215	\$	14,835.00
C. Project Architect	76	\$187	\$	14,212.00
D. Design Architect	88	\$135	\$	11,880.00
E. Civil Engineer	24	\$168	\$	4,032.00
F. Structural Engineer	52	\$168	\$	8,736.00
G. Plumb & Fire Engineer	40	\$168	\$	6,720.00
H. Mechanical Engineer (Sr)	148	\$168	\$	24,864.00
I. Mechanical Engineer (Jr)	208	\$135	\$	28,080.00
J. Electrical Engineer (Sr)	162	\$168	\$	27,216.00
K. Electrical Engineer (Jr)	52	\$135	\$	7,020.00
L. CAD Tech	464	\$118	\$	54,752.00
M. Admin Assistant	68	\$73	\$	4,964.00
Total Labor:			\$	217,267.00
			\$	-
Out-of-Pocket Expenses:			\$	-
Q. Misc Expenses			\$	5,175.00
Total Out-of-Pocket			\$	5,175.00
Sub-Total			\$	222,442.00
FCCM			\$	-
Task 5 Total			\$	222,442.00

**Task 6: Permit Processing**

A. Principal	0	\$262	\$	-
B. Project Manager	6	\$215	\$	1,290.00
C. Project Architect	18	\$187	\$	3,366.00
D. Design Architect	8	\$135	\$	1,080.00
E. Civil Engineer	2	\$168	\$	336.00
F. Structural Engineer	2	\$168	\$	336.00
G. Plumb & Fire Engineer	2	\$168	\$	336.00
H. Mechanical Engineer (Sr)	10	\$168	\$	1,680.00
I. Mechanical Engineer (Jr)	12	\$135	\$	1,620.00
J. Electrical Engineer (Sr)	2	\$168	\$	336.00
K. Technology Engineer	2	\$168	\$	336.00
L. CAD Tech	0	\$118	\$	-
M. Admin Assistant	0	\$73	\$	-
Total Labor:			\$	10,716.00
			\$	-
Out-of-Pocket Expenses:			\$	-
V. Misc Expenses			\$	-
Total Out-of-Pocket			\$	-
Sub-Total			\$	10,716.00
FCCM			\$	-
Task 6 Total			\$	10,716.00

**Task 7: Bidding Phase**

A. Principal	0	\$262	\$	-
B. Project Manager	1	\$215	\$	215.00
C. Project Architect	8	\$187	\$	1,496.00
D. Design Architect	12	\$135	\$	1,620.00
E. Civil Engineer	3	\$168	\$	504.00
F. Structural Engineer	3	\$168	\$	504.00
G. Plumb & Fire Engineer	3	\$168	\$	504.00
H. Mechanical Engineer (Sr)	3	\$168	\$	504.00
I. Mechanical Engineer (Jr)	3	\$135	\$	405.00
J. Electrical Engineer (Sr)	3	\$168	\$	504.00
K. Technology Engineer	3	\$168	\$	504.00
L. CAD Tech	4	\$118	\$	472.00
M. Admin Assistant	4	\$73	\$	292.00
Total Labor:			\$	7,524.00
			\$	-
Out-of-Pocket Expenses:			\$	-
V. Misc Expenses			\$	-
Total Out-of-Pocket			\$	-
Sub-Total			\$	7,524.00
FCCM			\$	-
Task 7 Total			\$	7,524.00

**Estimated Additional Services - If Authorized by Owner (Estimated Budgets)**

- 1
- 2

**Additional Project Expenses (sub-consultants)**

1.	\$	-
2.	\$	-
3.	\$	-
<b>Total Additional Project Expense</b>		<b>\$ -</b>

Total Estimated Fee \$ 465,926.00







**EXHIBIT B**

Grand Junction Regional Airport Passenger Terminal Renovations														Fee Estimate April 6, 2018	
Employee Categories & Rates	Prime													Effort	
	Principal	Project Manager	Project Architect	Design Architect	Civil Engineer	Structural Engineer	Plumb & Fire Engineer	Mechanical Engineer (Sr)	Mechanical Engineer (Jr)	Electrical Engineer (Sr)	Technology Engineer	CAD Tech	Admin Assistant	Prime	Total
Tasks	\$262	\$215	\$187	\$135	\$168	\$168	\$168	\$168	\$135	\$168	\$168	\$118	\$73		
<b>3 Schematic Design Phase</b>															
Refine concept based on owner meeting	4	4	8	20				8	12			24		\$11,900	\$11,900.00
Select primary interior / exterior finishes		2	2	2										\$1,074	\$1,074.00
Preliminary code review		4	8	8				4	8					\$5,188	\$5,188.00
Develop preliminary architectural plans		4	12	12								32		\$8,500	\$8,500.00
Develop preliminary structural plans						12						12		\$3,432	\$3,432.00
Develop preliminary Fire Protection plans							12					12		\$3,432	\$3,432.00
Develop preliminary HVAC/Mechanical plans	2							60	60			40		\$23,424	\$23,424.00
Develop preliminary Electrical plans										40		32		\$10,496	\$10,496.00
Develop preliminary Technology Systems plans														\$0	\$0.00
Update report of PFC Eligible Areas and Systems														\$0	\$0.00
Develop preliminary Opinion of probable construction costs	4	4	8	12				4		4				\$6,368	\$6,368.00
Schematic design meeting with owner, including prep	4	4	4											\$2,656	\$2,656.00
Meet with City for preliminary building permit requirements		8	8											\$3,216	\$3,216.00
														\$0	\$0.00
														\$0	\$0.00
														\$0	\$0.00
														\$0	\$0.00
														\$0	\$0.00
Subtotal - Labor Cost	\$3,668	\$6,450	\$9,350	\$7,290	\$0	\$2,016	\$2,016	\$12,768	\$10,800	\$7,392	\$0	\$17,936	\$0	\$79,686	\$79,686.00
Subtotal - Labor Hours	14	30	50	54	0	12	12	76	80	44	0	152	0	524	524
														<b>Subtotal - Task 3</b>	<b>\$79,686.00</b>

EXHIBIT B															
Grand Junction Regional Airport Passenger Terminal Renovations														Fee Estimate April 6, 2018	
Employee Categories & Rates	Prime													Effort	
	Principal	Project Manager	Project Architect	Design Architect	Civil Engineer	Structural Engineer	Plumb & Fire Engineer	Mechanical Engineer (Sr)	Mechanical Engineer (Jr)	Electrical Engineer (Sr)	Technology Engineer	CAD Tech	Admin Assistant	Prime	Total
Tasks	\$262	\$215	\$187	\$135	\$168	\$168	\$168	\$168	\$135	\$168	\$168	\$118	\$73		
<b>4 Design Development Phase</b>															
Establish detailed building code/life-safety requirements for building														\$0	\$0.00
Refine and finalize building layout														\$0	\$0.00
Develop building envelope details														\$0	\$0.00
Interior design and finishes selection														\$0	\$0.00
Site / Civil design & drawings														\$0	\$0.00
Foundation system design & drawings														\$0	\$0.00
Structural system design & drawings														\$0	\$0.00
Fire Protection system design & drawings														\$0	\$0.00
HVAC/Mechanical system design & drawings														\$0	\$0.00
Electrical power system design & drawings														\$0	\$0.00
Lighting system design & drawings														\$0	\$0.00
PA system design & drawings														\$0	\$0.00
Telecom/data system selection and design & drawings														\$0	\$0.00
Update report of PFC Eligible Areas and Systems														\$0	\$0.00
Update Opinion of Probable Construction Cost														\$0	\$0.00
Draft Specifications														\$0	\$0.00
Progress meeting with Owner														\$0	\$0.00
Design Development meeting with Owner														\$0	\$0.00
														\$0	\$0.00
														\$0	\$0.00
Subtotal - Labor Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0.00
Subtotal - Labor Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
														Subtotal - Task 4	\$0.00

EXHIBIT B															Fee Estimate	
Grand Junction Regional Airport															April 6, 2018	
Passenger Terminal Renovations															Effort	
Employee Categories & Rates	Prime														Prime	Total
	Principal	Project Manager	Project Architect	Design Architect	Civil Engineer	Structural Engineer	Plumb & Fire Engineer	Mechanical Engineer (Sr)	Mechanical Engineer (Jr)	Electrical Engineer (Sr)	Electrical Engineer (Jr)	CAD Tech	Admin Assistant			
Tasks	\$262	\$215	\$187	\$135	\$168	\$168	\$168	\$168	\$135	\$168	\$135	\$118	\$73			
<b>5 Construction Documents Phase</b>																
Bid and Contract "front end" documents	2	8	8	2									8	\$4,594	\$4,594.00	
Bid ad														\$0	\$0.00	
Instructions to Bidders														\$0	\$0.00	
Prequalification form														\$0	\$0.00	
Bid Forms														\$0	\$0.00	
Bid/performance bond forms														\$0	\$0.00	
Wage rate determination														\$0	\$0.00	
Notice of Award														\$0	\$0.00	
Notice to Proceed														\$0	\$0.00	
Liquidated Damages requirements & determination														\$0	\$0.00	
Std Sponsor inserts														\$0	\$0.00	
Std State and Federal requirements inserts														\$0	\$0.00	
AIA or EJCDC General Conditions														\$0	\$0.00	
AIA or EJCDC Supplemental General Conditions														\$0	\$0.00	
Specifications														\$0	\$0.00	
CSI Division 1 (Coord with Owner front end)		8	8											\$3,216	\$3,216.00	
CSI Divisions 2-33 as applicable			8	4		8	8	8	16	16			60	\$15,296	\$15,296.00	
Drawings:														\$0	\$0.00	
CADD file set up and mgmt												20		\$2,360	\$2,360.00	
Title/Index/Code Design summary sheets			4	8								8		\$2,772	\$2,772.00	
Safety Phasing Plan and notes		2	4	8	24			2		2		16		\$8,850	\$8,850.00	
Site:														\$0	\$0.00	
Site plans														\$0	\$0.00	
Site utility plans														\$0	\$0.00	
Site grading plans														\$0	\$0.00	
Site details														\$0	\$0.00	
Architectural:												80		\$9,440	\$9,440.00	
Demolition Plans & Notes		1	2	4										\$1,129	\$1,129.00	
Floor plans		1	4	6										\$1,773	\$1,773.00	
Roof plans & details		1	6	8										\$2,417	\$2,417.00	
Building elevations (exterior)														\$0	\$0.00	
Building sections		1	2	4										\$1,129	\$1,129.00	
Wall sections		1	2	4										\$1,129	\$1,129.00	
Building details														\$0	\$0.00	
Interior elevations		1	2	4										\$1,129	\$1,129.00	
Door & Window schedules		1	4	6										\$1,773	\$1,773.00	
Door & Window Details		1	4	6										\$1,773	\$1,773.00	
Finish Schedules and details														\$0	\$0.00	
Reflected Ceiling Plans		1	8	16										\$3,871	\$3,871.00	
Structural:												16		\$1,888	\$1,888.00	
Foundation plans														\$0	\$0.00	
Flatwork plans														\$0	\$0.00	
Roof framing plans						16								\$2,688	\$2,688.00	
Structural schedules and details						20								\$3,360	\$3,360.00	
Fire Protection:												20		\$2,360	\$2,360.00	

EXHIBIT B															Fee Estimate			
Grand Junction Regional Airport															April 6, 2018			
Passenger Terminal Renovations															Effort			
Employee Categories & Rates	Prime														Prime	Total		
	Principal	Project Manager	Project Architect	Design Architect	Civil Engineer	Structural Engineer	Plumb & Fire Engineer	Mechanical Engineer (Sr)	Mechanical Engineer (Jr)	Electrical Engineer (Sr)	Electrical Engineer (Jr)	CAD Tech	Admin Assistant					
Tasks	\$262	\$215	\$187	\$135	\$168	\$168	\$168	\$168	\$135	\$168	\$135	\$118	\$73					
<b>5 Construction Documents Phase</b>																		
Fire Protection plans							24										\$4,032	\$4,032.00
HVAC:												120					\$14,160	\$14,160.00
HVAC plans									24	60							\$12,132	\$12,132.00
HVAC roof plan									12	16							\$4,176	\$4,176.00
HVAC schedules & details									16	30							\$6,738	\$6,738.00
HVAC System schematics									16	30							\$6,738	\$6,738.00
Mechanical:												60					\$7,080	\$7,080.00
Mechanical piping plans									12	24							\$5,256	\$5,256.00
Mechanical piping schedules & details									10	24							\$4,920	\$4,920.00
Electrical & Special Systems:													112				\$13,216	\$13,216.00
Symbol & fixture schedules											4	8					\$1,752	\$1,752.00
Electrical lighting plans											8	16					\$3,504	\$3,504.00
Electrical power plans											20						\$3,360	\$3,360.00
Special Systems plans																	\$0	\$0.00
Lighting control one-line diagrams											20						\$3,360	\$3,360.00
Power riser diagrams											20						\$3,360	\$3,360.00
PA, FA, CCTV & telecom riser diagrams																	\$0	\$0.00
Electrical details											4	12					\$2,292	\$2,292.00
Electrical panel schedules											4	12					\$2,292	\$2,292.00
Lighting control schedules											12						\$2,016	\$2,016.00
Equipment Schedules											16						\$2,688	\$2,688.00
Finalize report of PFC Eligible Areas and Systems. Coordinate with FAA/Airlines																	\$0	\$0.00
Update Opinion of Probable Construction Cost		6	6	4		4	4	12	4	8	4	12					\$10,152	\$10,152.00
Meetings																	\$0	\$0.00
Site investigation meeting at start of CD's	16	16						16		24							\$14,352	\$14,352.00
90% Meeting (Teleconference)	4	4	4	4		4	4	4	4	4							\$6,424	\$6,424.00
Final Design Meeting	16	16						16									\$10,320	\$10,320.00
Subtotal - Labor Cost	\$9,956	\$14,835	\$14,212	\$11,880	\$4,032	\$8,736	\$6,720	\$24,864	\$28,080	\$27,216	\$7,020	\$54,752	\$4,964				\$217,267	\$217,267.00
Subtotal - Labor Hours	38	69	76	88	24	52	40	148	208	162	52	464	68				1,489	1,489
															Subtotal - Task 5	\$217,267.00		





Expenses											
Grand Junction Regional Airport Passenger Terminal Renovations				Fee Estimate April 6, 2018							
				Prime		Structural Subconsultant		Geotechnical Engineering		Expense	
Task	Detail	Notes	Unit Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Total	
<b>Task 1</b>	<b>Project Management</b>										
			\$0.00		\$0.00		\$0.00		\$0.00	\$0.00	
			\$0.00		\$0.00		\$0.00		\$0.00	\$0.00	
	Subtotal				\$0.00		\$0.00		\$0.00	\$0.00	
<b>Task 2</b>	<b>Concept Design</b>										
		Air Travel	\$700.00	11	\$7,700.00		\$0.00		\$0.00	\$7,700.00	
		Lodging (GJT)	\$125.00	30	\$3,750.00		\$0.00		\$0.00	\$3,750.00	
		Rental Car	\$50.00	12	\$600.00		\$0.00		\$0.00	\$600.00	
		Mileage	\$0.54		\$0.00		\$0.00		\$0.00	\$0.00	
		Meals	\$50.00	30	\$1,500.00		\$0.00		\$0.00	\$1,500.00	
		Deliverables supplies etc.	\$100.00	2	\$200.00		\$0.00		\$0.00	\$200.00	
					\$0.00		\$0.00		\$0.00	\$0.00	
	Subtotal				\$13,750.00		\$0.00		\$0.00	\$13,750.00	
<b>Task 3</b>	<b>Schematic Design</b>										
		Air Travel	\$700.00	1	\$700.00		\$0.00		\$0.00	\$700.00	
		Lodging (GJT)	\$125.00	2	\$250.00		\$0.00		\$0.00	\$250.00	
		Rental Car	\$50.00	0	\$0.00		\$0.00		\$0.00	\$0.00	
		Mileage	\$0.54		\$0.00		\$0.00		\$0.00	\$0.00	
		Meals	\$50.00	4	\$200.00		\$0.00		\$0.00	\$200.00	
		Deliverables supplies etc.	\$100.00	1	\$100.00		\$0.00		\$0.00	\$100.00	
	Subtotal				\$1,250.00		\$0.00		\$0.00	\$1,250.00	
<b>Task 4</b>	<b>Design Development</b>										
		Air Travel	\$700.00		\$0.00		\$0.00		\$0.00	\$0.00	
		Lodging (GJT)	\$125.00		\$0.00		\$0.00		\$0.00	\$0.00	
		Rental Car	\$50.00		\$0.00		\$0.00		\$0.00	\$0.00	
		Mileage	\$0.54		\$0.00		\$0.00		\$0.00	\$0.00	
		Meals	\$50.00		\$0.00		\$0.00		\$0.00	\$0.00	
		Deliverables supplies etc.	\$100.00		\$0.00		\$0.00		\$0.00	\$0.00	
			\$0.00		\$0.00		\$0.00		\$0.00	\$0.00	
	Subtotal				\$0.00		\$0.00		\$0.00	\$0.00	
<b>Task 5</b>	<b>Construction Documents</b>										
		Air Travel	\$500.00	4	\$2,000.00		\$0.00		\$0.00	\$2,000.00	
		Lodging (GJT)	\$125.00	9	\$1,125.00		\$0.00		\$0.00	\$1,125.00	
		Rental Car	\$50.00	3	\$150.00		\$0.00		\$0.00	\$150.00	
		Mileage	\$0.54		\$0.00		\$0.00		\$0.00	\$0.00	
		Meals	\$50.00	18	\$900.00		\$0.00		\$0.00	\$900.00	
		Deliverables, supplies etc.	\$200.00	5	\$1,000.00		\$0.00		\$0.00	\$1,000.00	
			\$0.00		\$0.00		\$0.00		\$0.00	\$0.00	
	Subtotal				\$5,175.00		\$0.00		\$0.00	\$5,175.00	
<b>Task 6</b>	<b>Permit Processing</b>										
		Air Travel	\$700.00		\$0.00		\$0.00		\$0.00	\$0.00	
		Lodging (GJT)	\$125.00		\$0.00		\$0.00		\$0.00	\$0.00	
		Rental Car	\$50.00		\$0.00		\$0.00		\$0.00	\$0.00	
		Mileage	\$0.54		\$0.00		\$0.00		\$0.00	\$0.00	
		Meals	\$50.00		\$0.00		\$0.00		\$0.00	\$0.00	
		Deliverables supplies etc.	\$100.00		\$0.00		\$0.00		\$0.00	\$0.00	
			\$0.00		\$0.00		\$0.00		\$0.00	\$0.00	
	Subtotal				\$0.00		\$0.00		\$0.00	\$0.00	
<b>Task 7</b>	<b>Bidding</b>										
		Air Travel	\$700.00		\$0.00		\$0.00		\$0.00	\$0.00	
		Lodging (GJT)	\$125.00		\$0.00		\$0.00		\$0.00	\$0.00	
		Rental Car	\$50.00		\$0.00		\$0.00		\$0.00	\$0.00	
		Mileage	\$0.54		\$0.00		\$0.00		\$0.00	\$0.00	
		Meals	\$50.00		\$0.00		\$0.00		\$0.00	\$0.00	
		Deliverables supplies etc.	\$100.00		\$0.00		\$0.00		\$0.00	\$0.00	
	Subtotal				\$0.00		\$0.00		\$0.00	\$0.00	
<b>Total Expenses</b>						\$20,175.00		\$0.00		\$0.00	\$20,175.00

## Grand Junction Regional Airport Authority

### Agenda Item Summary

TOPIC:	Pay Request-Passenger Boarding Bridge
PURPOSE:	Information <input type="checkbox"/> Guidance <input type="checkbox"/> Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Board approve payment of Mead & Hunt Invoice No. 277502.
LAST ACTION:	Board executed design contract 7/18/17.
DISCUSSION:	<p>This invoice is the progress billing for the design of the Passenger Boarding Bridge Installation located at Gate 1.</p> <p>Work completed this phase includes construction documents and completion of a portion of the permit and bid. Schematic design work has been completed and no further progress has been made on project management.</p> <p>Staff has reviewed the invoice and concurs with the stated level of completion and recommends paying the invoice.</p>
FISCAL IMPACT:	\$16,679.18 – Budgeted dollars
COMMUNICATION STRATEGY:	None.
ATTACHMENTS:	Mead & Hunt Invoice No. 277502
STAFFCONTACT:	Eric Trinklein <a href="mailto:etrinklein@gairport.com">etrinklein@gairport.com</a> Office: 970-248-8597



Remit payment to:  
 Mead & Hunt | Accounts Receivable  
 2440 Deming Way | Middleton, WI 53562-1562  
 1-888-364-7272 | AccountsReceivable@meadhunt.com

**Invoice**

March 19, 2018  
 Project No: R2331300-171867.01  
 Invoice No: 277502

Grand Junction Regional Airport  
 2828 Walker Field Drive, Suite 301  
 Grand Junction, Colorado 81506

Project R2331300-171867.01 GJT Passenger Boarding Bridge Design

7/18/17 Work Order No. 2

**Professional Services from February 1, 2018 to February 28, 2018**

**Fee**

Phase	Fee	Percent Complete	Earned	Current
Project Management	9,441.00	94.3237	8,905.10	0.00
SD	75,829.00	100.00	75,829.00	0.00
CD	95,385.00	100.00	95,385.00	14,544.00
Permit and Bid	6,286.00	77.00	4,840.22	2,135.18
Total Fee	186,941.00		184,959.32	16,679.18
		Previous Fee Billing	168,280.14	
	<b>Total</b>			<b>16,679.18</b>
		<b>Total this invoice</b>		<b>\$16,679.18</b>

**GJT Gate 1 PBB Schedule of Values**  
**A-E Services**

3/19/2018

Contract Amount    % Complete    Billed Amount    Previous Billings    Current Invoice

**Task 1 - Project Management**

Project Initiation	\$ 954.00	100%	\$ 954.00	\$ 954.00	\$ -
Project Management	\$ 5,359.00	90%	\$ 4,823.10	\$ 4,823.10	\$ -
Quality Control	\$ 3,128.00	100%	\$ 3,128.00	\$ 3,128.00	\$ -
	\$ -	0%	\$ -	\$ -	\$ -
	<b>\$ 9,441.00</b>	<b>94.3237%</b>	<b>\$ 8,905.10</b>	<b>\$ 8,905.10</b>	<b>\$ -</b>

**Task 2 - Schematic Design**

Site Survey & Concept Meeting	\$ 43,842.00	100%	\$ 43,842.00	\$ 43,842.00	\$ -
Schematic Design Meeting	\$ 3,586.00	100%	\$ 3,586.00	\$ 3,586.00	\$ -
Develop SD Plans	\$ 28,401.00	100%	\$ 28,401.00	\$ 28,401.00	\$ -
	\$ -	0%	\$ -	\$ -	\$ -
	<b>\$ 75,829.00</b>	<b>100.0000%</b>	<b>\$ 75,829.00</b>	<b>\$ 75,829.00</b>	<b>\$ -</b>

**Task 4 - Construction Documents**

Specifications	\$ 10,534.00	100%	\$ 10,534.00	\$ 10,534.00	\$ -
Develop Construction Drawings	\$ 75,705.00	100%	\$ 75,705.00	\$ 68,402.12	\$ 7,302.88
90% Review Meeting	\$ 1,906.00	100%	\$ 1,906.00	\$ 1,906.00	\$ -
Final Design Meeting	\$ 7,240.00	100%	\$ 7,240.00	\$ -	\$ 7,240.00
	<b>\$ 95,385.00</b>	<b>100.0000%</b>	<b>\$ 95,385.00</b>	<b>\$ 80,842.12</b>	<b>\$ 14,542.88</b>

**Task 5 - Permit Processing**

Permit Processing	\$ 3,186.00	55%	\$ 1,752.30	\$ 1,371.25	\$ 381.05
	\$ -	0%	\$ -	\$ -	\$ -
	\$ -	0%	\$ -	\$ -	\$ -
	\$ -	0%	\$ -	\$ -	\$ -
	<b>\$ 3,186.00</b>	<b>55.0000%</b>	<b>\$ 1,752.30</b>	<b>\$ 1,371.25</b>	<b>\$ 381.05</b>

**Task 6 - Bidding**

Bidding Assistance	\$ 3,100.00	100%	\$ 3,100.00	\$ 1,333.93	\$ 1,766.07
	\$ -	0%	\$ -	\$ -	\$ -
	\$ -	0%	\$ -	\$ -	\$ -
	\$ -	0%	\$ -	\$ -	\$ -
	<b>\$ 3,100.00</b>	<b>100.0000%</b>	<b>\$ 3,100.00</b>	<b>\$ 1,333.93</b>	<b>\$ 1,766.07</b>

**Summary AE Services (Rounded)**

	<b>\$ 186,941.00</b>	<b>98.95%</b>	<b>\$ 184,971.40</b>	<b>\$ 168,281.40</b>	<b>\$ 16,690.00</b>
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## Grand Junction Regional Airport Authority

### Agenda Item Summary

TOPIC:	Passenger Loading Bridge Project Award- FCI
PURPOSE:	Information <input type="checkbox"/> Guidance <input type="checkbox"/> Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Board approval of FCI Constructors to provide design and construction services for the Gate 1 Passenger Loading Bridge and for staff to begin negotiation on the scope of work for Board action at the May Board meeting.
LAST ACTION:	None
DISCUSSION:	<p>One bid for the Gate 1 Passenger Loading Bridge was received on March 9, 2018. The bid was from FCI with JBT as their partner and was under budget. Bid evaluation has been completed by Mead &amp; Hunt and was found to have met all of the specification requirements.</p> <p>FCI was selected as a qualified firm because of their previous experience with airport projects and their high expertise project team.</p>
FISCAL IMPACT:	Unknown
COMMUNICATION STRATEGY:	None.
ATTACHMENTS:	1. Draft Scope of Services
STAFF CONTACT:	Eric Trinklein <a href="mailto:etrinklein@gairport.com">etrinklein@gairport.com</a> Office: 970-248-8597

**NOTICE OF AWARD**

TO: \_\_\_\_\_ DATE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Grand Junction Regional Airport, having considered the Contract Proposals submitted for improvements to the Grand Junction Regional Airport, Gate 1 Passenger Boarding Bridge, and it appearing that your Contract Proposal of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$\_\_\_\_\_ ) for the Gate 1 Passenger Boarding Bridge is fair, equitable and in the best interest of the Grand Junction Regional Airport and having authorized the work to be performed, the said Contract Proposal is hereby accepted at the bid prices contained therein.

In accordance with the terms of the Contract Documents, you are required to execute the formal Contract Agreement and furnish the required Performance Bond and Payment Bond within 30 consecutive calendar days from and including the date of this notice.

The Bid Bond submitted with your Contract Proposal will be returned upon execution of the Contract Agreement and the furnishing of the Performance Bond and Payment Bond. In the event that you should fail to execute the Contract Agreement and furnish the Performance Bond and Payment Bond, within the time specified, the Bid Bond will be forfeited to the Grand Junction Regional Airport Board.

This Award is subject to the concurrence of the Federal Aviation Administration.

Grand Junction Regional Airport

Grand Junction, CO

By: \_\_\_\_\_  
Contract Authorized Representative

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

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**DIVISION 3**

**CONTRACT AGREEMENT**

**Grand Junction Regional Airport**

**Grand Junction, CO**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Owner, Party of the First Part, hereinafter referred to as the "Owner", and \_\_\_\_\_, Party of the Second Part, hereinafter referred to as the "Contractor," for the construction of airport improvement including \_\_\_\_\_ and other incidental work at the Grand Junction Regional Airport.

WITNESSETH:

**WORK TO BE PERFORMED.** The Contractor agrees to do all the work and furnish all necessary labor, materials, tools and equipment for the completion of the Gate 1 Passenger Boarding Bridge in accordance with the bid made by the Contractor on the 23rd day of February 2018, all in full compliance with the Contract Documents referred to herein, and guarantees all materials and workmanship for one year after acceptance of the project.

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

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

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

**PAYMENT.** It is hereby further agreed that in consideration of the faithful performance of the work by the Contractor, the Owner shall pay the Contractor the compensation due him/her by reason of said faithful

performance of the work, at stated intervals and in the amount certified by the Engineer, in accordance with the provisions of this Contract.

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

**TIME OF PERFORMANCE – LIQUIDATED DAMAGES.** The Contractor shall commence work under this Contract within ten (10) calendar days after receiving notification to proceed from the Airport. The Contractor agrees that the work under this Contract shall be substantially completed within 150 calendar days; and completed, accepted, and ready for final payment with 180 calendar days after notification to begin work. If the Contractor fails to complete the Project within the time hereinbefore mentioned, or in the extended time agreed upon, liquidated damages shall be paid by the contractor in the amounts shown in the table below for that time which exceeds the number of Calendar days allowed in this paragraph. This will be tailored for each project. Liquidated damages will be deducted directly from contractor pay applications. Further, each schedule of work and phase under the project has additional liquidated damage clauses, as outlined in Section 80-08 Failure to Complete on Time.

<b>Paid to</b>	<b>Amount/Calendar Day</b>
Airport, for actual cost incurred	\$2,000
Construction Manager	\$1,500
Resident Engineer	\$1,250
Incurred Expenses (per diem, lodging, etc.)	Actual Cost as deemed necessary by the engineer

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

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

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

CONTRACTOR, Party of the Second Part

OWNER, Party of the First Part

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

(Office or Position of Signer)

(Office or Position of Signer)

(SEAL)

(SEAL)

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Office or Position of Signer)

(Office or Position of Signer)

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**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
\_\_\_\_\_, as Principal, hereinafter called Contractor, and  
\_\_\_\_\_ as Surety, licensed to do business as such in the  
State of Colorado, hereby bind themselves and their respective heirs, executors, administrators, successors,  
and assigns, unto Grand Junction Regional Airport, Grand Junction, CO, as Obligee, and hereinafter called  
Owner, in the penal sum of  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for  
the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors  
and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement, entered into a contract with Grand Junction Regional Airport for Airfield  
Improvements, which contract, including any present or future amendment thereto, is incorporated herein by  
reference and is hereinafter referred to as the Contract.

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

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

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

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

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

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

IN WITNESS WHEREOF, the above parties have executed this instrument the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SIGNATURE OF PRINCIPAL (as applicable)

A. Individual, partnership or joint venture \_\_\_\_\_  
(Signature of sole proprietor or general partner)

B. Corporation \_\_\_\_\_  
Name of Corporate Principal

Attest: \_\_\_\_\_ By \_\_\_\_\_  
Secretary (affix seal)

SIGNATURE OF SURETY Name and address of Corporate Surety  
\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_ (seal)  
Attorney in Fact (attach power of attorney)

ACCEPTANCE BY

The foregoing bond is approved.

Date \_\_\_\_\_ By \_\_\_\_\_

The foregoing bond is in due form according to law and is approved.

Date \_\_\_\_\_ By \_\_\_\_\_

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**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, That \_\_\_\_\_  
\_\_\_\_\_ as Principal, hereinafter called Contractor, and  
\_\_\_\_\_ as Surety, licensed to do business as such in the  
State of Colorado, hereby bind themselves and their respective heirs, executors, administrators, successors,  
and assigns, unto Grand Junction Regional Airport, Grand Junction, CO, as Oblige, hereinafter called Owner,  
in the penal sum of  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the  
payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and  
assigns, jointly and severally, by these presents.

WHEREAS,

Contractor has by written agreement, entered into a contract with Grand Junction Regional Airport for Airfield Improvements, which contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

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

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

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

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

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

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

IN WITNESS WHEREOF, the above parties have executed this instrument the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SIGNATURE OF PRINCIPAL (as applicable)

A. Individual, partnership or joint venture \_\_\_\_\_  
(Signature of sole proprietor or general partner)

B. Corporation \_\_\_\_\_  
Name of Corporate Principal

Attest: \_\_\_\_\_ By \_\_\_\_\_  
Secretary (affix seal)

SIGNATURE OF SURETY Name and address of Corporate Surety

\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_ (seal)  
Attorney in Fact (attach power of attorney)

ACCEPTANCE BY

The foregoing bond is approved.

Date \_\_\_\_\_ By \_\_\_\_\_

The foregoing bond is in due form according to law and is approved.

Date \_\_\_\_\_ By \_\_\_\_\_

## Grand Junction Regional Airport Authority

### Agenda Item Summary

TOPIC:	Passenger Loading Bridge Construction Administration- Mead & Hunt
PURPOSE:	Information <input type="checkbox"/> Guidance <input type="checkbox"/> Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Board approval of the Construction Administration Scope of Services for the Passenger Loading Bridge Project
LAST ACTION:	GJRAA executed a Professional Services Agreement with Mead & Hunt on July 18, 2017.
DISCUSSION:	<p>Exhibit A is for Construction Administration services for Passenger Loading Bridge to be completed by Mead &amp; Hunt Architecture for GJRAA.</p> <p>The scope of services includes Construction Administration services associated with the construction of a new Passenger Loading Bridge (PLB). Mead &amp; Hunt Architecture will provide a qualified construction administrator to attend weekly progress meetings, coordinate construction documentation and communication, and will perform the design team's administrative tasks.</p>
FISCAL IMPACT:	<b>\$71,750 GJRA- Budgeted Dollars</b>
COMMUNICATION STRATEGY:	N/A
ATTACHMENTS:	1. Exhibit A
STAFF CONTACT:	Eric Trinklein etrinklein@gjairport.com Office: 970-248-8597



Mead & Hunt, Inc.  
M & H Architecture, Inc.  
9600 NE Cascades Parkway, Suite 100  
Portland, Oregon 97220  
503-548-1494  
meadhunt.com

**Exhibit A**  
**Architectural/Engineering Professional Services**  
**Scope of Services**  
**Construction Administration for Passenger Boarding Bridge**  
**Grand Junction Regional Airport**  
**Grand Junction, Colorado**

March 6, 2018 (Updated April 5, 2018)

This document includes the construction administration scope of services to be completed by M&H Architecture, Inc. (Consultant) for Grand Junction Regional Airport Authority (Client) for the GJT Gate 1 Passenger Boarding Bridge, (Project) to be located at the Grand Junction Regional (Airport) in Grand Junction, Colorado.

**Project Understanding**

The Grand Junction Regional Airport is adding one Passenger Boarding Bridge (PBB) located at Gate 1 of the existing terminal. Currently, this gate provides ground boarding only for aircraft.

**Scope of Services**

M & H Architecture, Inc. will provide Construction Administration services associated with the construction of a new Passenger Boarding Bridge (PBB). M & H Architecture will provide a qualified construction administrator (likely an architect) to be the primary coordinator and point of contact for the project. He/she will attend the weekly progress via conference call (unless otherwise noted under Periodic Site Visits below), coordinate construction documentation and communication and will perform the design team's administrative tasks.

Award of the construction contracts via public, low bid, is expected approximately April 20, 2018. Substantial completion for all project construction, including building and site/civil work, is estimated at 5 months from the award of construction contract. Final completion is expected to follow in 30 days.

Given the anticipated schedule above, we have based our scope of services upon general construction administration services taking place over estimated construction durations of 180 Days / Approximately 5 weeks of active construction.

The scope includes periodic site visits to observe the work and attend progress meetings as described herein during the primary construction activity.

The Consultant shall advise and consult with the Owner during the Construction Phase Services. The Consultant shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Consultant shall not have control over, charge of, or responsibility for the construction means, methods,

techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Consultant be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Consultant shall not be responsible for acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

The Owner agrees that the general contractor shall be solely responsible for jobsite safety and warrants that this intent shall be carried out in the Owner's contract with the general contractor.

The following tasks represent the scope of Construction Administration Services based on the three construction projects running concurrently:

***Project management and coordination***

- Project file setup and management
- Set up and monitor project accounting and invoicing
- Perform internal correspondence/documentation/coordination
- Perform internal team meeting and coordination
- Coordinate project phase close out
- Coordinate sub-consultants

***Pre-construction Work***

- Attend one (1) pre-construction conference at site by Architect or Project Manager.

***External coordination***

- Coordination/communication with Owner
- Coordination/ communication with local agencies
- Coordination/communication with Contractor to include interpretation of plans and specifications and review of weekly progress reports

***Contractor submittal and shop drawing processing***

- Review Contractor's Submittal Schedule. The Consultant's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Consultant's professional judgment to permit adequate review.
- Review submittals, samples and shop drawings required by Contract Documents (CD's) prepared by M & H Architecture, including a second review of 20% of submittals. In accordance with the Consultant-approved submittal schedule, the Consultant shall review and approve or take other appropriate action upon the Contractor's submittals such as Construction Schedule, Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Consultant's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Consultant, of any construction means, methods, techniques, sequences or procedures. The Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
  - If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment,

the Consultant shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Consultant. The Consultant shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

- Review and forward Operating and Maintenance Manuals provided by Contractor
- Distribute and file reviewed submittals per project protocol
- Maintain log of submittals

***Pay Application Review as follows:***

- Review and provide comment on contractor submitted Schedule of Values.
- Review partial pay requests with respect to completed construction. The Consultant shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Consultant's certification for payment shall constitute a representation to the Owner, based on the Consultant's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that, to the best of the Consultant's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Consultant.
- Forward recommendations to Owner. The issuance of a Certificate for Payment shall not be a representation that the Consultant has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
- Maintain log of contract payment status

***Coordinate changes in the Work***

- Respond to Requests for Information (RFI's). The Consultant shall review and respond to requests for information about the Contract Documents. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Consultant's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Consultant shall prepare and issue supplemental Drawings and Specifications in response to requests for information.
- Issue Letters of Instruction (LOI). The Consultant may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time.
- Prepare Change Orders (CO) to incorporate changes to the Contract, if necessary.
- Maintain logs of LOI's and CO's.

***Record documents***

- Update drawing files to reflect:
  - Addenda

- Approved changes in the Work
- Information recorded by Contractor in field and provided to M & H Architecture
- One full size hard copy and CD with digital files in both PDF and AutoCAD format will be provided to the Owner. The hard copy and PDF files to be stamped "As-Built".

### ***Periodic Site Visits***

- Periodic site trips to observe the work attended by a Construction Administrator. These visits will be performed as a part of the Construction Progress meetings (see below) by a representative from the Blythe Group.
- Each visit to the site is to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. On the basis of the site visits, the Consultant shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.
- One (1) Substantial Completion/Punch-list generation site visit
  - Attended by:
    - Architect (M&H)
    - ASE Engineer (Aero)
    - Electrical Engineer (M&H)
  - Substantial Completion and Close-Out to also include the following (performed by Aero):
    - Assist airport with activation, obtaining certificate of occupancy and boarding bridge activation
    - A robotic survey of final striping condition to confirm striping and stop bar locations are accurate.
- One (1) Punch-list verification/Final Inspection site visit
  - Attended by Architect or Project Manager
  - The Consultant shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.
  - The Consultant's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to evaluate the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

### ***Construction Progress Meetings***

- Attend construction progress meetings and perform a construction observation (on site). The fee accounts for a total of 5 site visits performed by the Blythe Group. These visits will be done periodically on an as-needed basis.
- Attend construction progress by Construction Administrator (by phone)

***Expenses included in this proposal***

- Travel and meals for stated trips
- Document reproduction for stated tasks
- Postage for stated tasks

**Construction Administration Work NOT INCLUDED in this scope is:**

- Full-time Resident Engineering
- Coordinate and review contractor's weekly payroll certifications
- Prepare an AIP engineer's final close-out report
- Quality assurance and/or quality control testing or services
- Inspections, special or otherwise
- Commissioning services
- Presentations or related material
- Activities or services beyond those enumerated herein

**Responsibilities of Client**

Consultant's Scope of Services and Compensation are based on the Client performing or providing the following:

- A designated representative with complete authority to transmit instructions and information, receive information, interpret policy, and define decisions.
- Access to the project site.
- Protection of Mead & Hunt-supplied digital information or data, if any, from contamination, misuse, or changes.
- Issue Construction Contracts
- Coordination with M&H and contractors for deliveries, detailed schedule and operational impacts.

**Sub-Consultants to Mead & Hunt, Inc.**

The Consultant intends to enlist the following sub-consultants to provide support services during construction of the passenger boarding bridge. The sub-consultant list includes:

Construction Administration Support	Blythe Group + Co. 622 Rood Avenue Grand Junction, CO 81501 Peter Icenogle 970-242-1058
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Boarding Bridge Related Tasks	AERO Systems Engineering, Inc. 18603 66 <sup>th</sup> Ave NE Kenmore, WA 98028 Derek Cone, P.E. Phone: 770-423-4200
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**End of Exhibit A**

AIRPORT: GRAND JUNCTION REGIONAL AIRPORT

AIP NO.: 3-XX-XXXX-XX

PROJECT: Passenger Terminal Renovations

FEE ESTIMATE

Calculations by: Geoff Mohney

**Task 1: CA - Passenger Boarding Bridge**

A. Principal	5	\$262	\$	1,310.00
B. Project Manager	27	\$215	\$	5,805.00
C. Project Architect	84	\$187	\$	15,708.00
D. Design Architect	0	\$135	\$	-
E. Civil Engineer	0	\$168	\$	-
F. Structural Engineer	0	\$168	\$	-
G. Plumb & Fire Engineer	6	\$168	\$	1,008.00
H. Mechanical Engineer (Sr)	0	\$168	\$	-
I. Mechanical Engineer (Jr)	0	\$135	\$	-
J. Electrical Engineer	48	\$168	\$	8,064.00
K. Technology Engineer	0	\$168	\$	-
L. CAD Tech	4	\$118	\$	472.00
M. Admin Assistant	6	\$73	\$	438.00
N.			\$	-
O.			\$	-
		Total Labor:	\$	32,805.00
			\$	-
		Out-of-Pocket Expenses:	\$	-
		U. Misc Expenses	\$	38,945.00
		Total Out-of-Pocket	\$	38,945.00
		Sub-Total	\$	71,750.00
		FCCM	\$	-
		Task 1 Total	\$	71,750.00

**Estimated Additional Services - If Authorized by Owner (Estimated Budgets)**

1  
2

**Additional Project Expenses (sub-consultants)**

1.	\$	-
2.	\$	-
3.	\$	-
<b>Total Additional Project Expense</b>	<b>\$</b>	<b>-</b>

Total Estimated Fee \$ 71,750.00

EXHIBIT B - Task Order Summary and Terms						
Grand Junction Regional Airport						
Passenger Terminal Renovations						
Tasks	Prime	Teaming Partner	Boarding Bridge Design	Total	Terms	
<b>1 CA - Passenger Boarding Bridge</b>						
	Subtotal - Labor	\$ 32,805	\$ -	\$ -	\$ 32,805	LS
	Subtotal - Expense	\$ 4,550	\$ 4,750.00	\$ 29,645.00	\$ 38,945	
<b>2 Not Used</b>						
	Subtotal - Labor	\$ -	\$ -	\$ -	\$ -	LS
	Subtotal - Expense	\$ -	\$ 0.00	\$ 0.00	\$ -	
<b>3 Not Used</b>						
	Subtotal - Labor	\$ -	\$ -	\$ -	\$ -	LS
	Subtotal - Expense	\$ -	\$ 0.00	\$ 0.00	\$ -	
<b>4 Not Used</b>						
	Subtotal - Labor	\$ -	\$ -	\$ -	\$ -	LS
	Subtotal - Expense	\$ -	\$ 0.00	\$ 0.00	\$ -	
<b>5 Not Used</b>						
	Subtotal - Labor	\$ -	\$ -	\$ -	\$ -	LS
	Subtotal - Expense	\$ -	\$ -	\$ -	\$ -	
<b>6 Not Used</b>						
	Subtotal - Labor	\$ -	\$ -	\$ -	\$ -	LS
	Subtotal - Expense	\$ -	\$ -	\$ -	\$ -	
<b>7 Not Used</b>						
	Subtotal - Labor	\$ -	\$ -	\$ -	\$ -	LS
	Subtotal - Expense	\$ -	\$ -	\$ -	\$ -	
<b>Subconsultants</b>						
	Subtotal - Labor	\$ -	\$ -	\$ -	\$ -	LS
	Subtotal - Expense	\$ -	\$ -	\$ -	\$ -	
	Subtotal - Labor	\$ -	\$ -	\$ -	\$ -	
	Subtotal - Expense	\$ -	\$ -	\$ -	\$ -	
	Subtotal - Labor	\$ -	\$ -	\$ -	\$ -	
	Subtotal - Expense	\$ -	\$ -	\$ -	\$ -	
	Subtotal - Labor	\$ -	\$ -	\$ -	\$ -	
	Subtotal - Expense	\$ -	\$ -	\$ -	\$ -	
	Subtotal - Labor	\$ -	\$ -	\$ -	\$ -	
	Subtotal - Expense	\$ -	\$ -	\$ -	\$ -	
	Subtotal - Labor	\$ 32,805	\$ -	\$ -	\$ 32,805	
	Subtotal - Expense	\$ 4,550	\$ 4,750	\$ 29,645	\$ 38,945	
<b>Total</b>	Hours					
	FTE's				<b>\$71,750</b>	
	Hours:					

EXHIBIT B															
Grand Junction Regional Airport Passenger Terminal Renovations														Fee Estimate	
														April 6, 2018	
														Effort	
Employee Categories & Rates															
Tasks	Principal	Project Manager	Project Architect	Design Architect	Civil Engineer	Structural Engineer	Plumb & Fire Engineer	Mechanical Engineer (Sr)	Mechanical Engineer (Jr)	Electrical Engineer	Technology Engineer	CAD Tech	Admin Assistant	Prime	Total
	\$262	\$215	\$187	\$135	\$168	\$168	\$168	\$168	\$135	\$168	\$168	\$118	\$73		
<b>1 CA - Passenger Boarding Bridge</b>															
Project cost accounting and invoicing	2	1												\$739	\$739.00
Internal team meetings/coordination	2	4	4							4				\$2,804	\$2,804.00
Project management - scope/schedule/budget	1	4												\$1,122	\$1,122.00
Pre-Construction Meeting			16											\$2,992	\$2,992.00
Extrenal Coordination		4	4											\$1,608	\$1,608.00
Submittal / Shop Drawing Review		2	8				2			6				\$3,270	\$3,270.00
Pay Application Review		2	4											\$1,178	\$1,178.00
Coordinate Changes in the Work		2	4				2			4			6	\$2,624	\$2,624.00
Record Documents		2	2				2			4		4		\$2,284	\$2,284.00
Periodic Site Visits			32							20				\$9,344	\$9,344.00
Construction Progress Meetings		6	10							10				\$4,840	\$4,840.00
														\$0	\$0.00
														\$0	\$0.00
Subtotal - Labor Cost	\$1,310	\$5,805	\$15,708	\$0	\$0	\$0	\$1,008	\$0	\$0	\$8,064	\$0	\$472	\$438	\$32,805	\$32,805.00
Subtotal - Labor Hours	5	27	84	0	0	0	6	0	0	48	0	4	6	180	180
														Subtotal - Task 1	\$32,805.00

## Expenses

Grand Junction Regional Airport								Fee Estimate		
Passenger Terminal Renovations								April 6, 2018		
				Prime		Teaming Partner		Boarding Bridge Design		Expense
Task	Detail	Notes	Unit Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Total
<b>Task 1</b>	<b>CA - Passenger Boarding Bridge</b>									
		Air Travel	\$700.00	4	\$2,800.00		\$0.00		\$0.00	\$2,800.00
		Lodging (GJT)	\$125.00	8	\$1,000.00		\$0.00		\$0.00	\$1,000.00
		Rental Car	\$50.00	3	\$150.00		\$0.00		\$0.00	\$150.00
		Mileage	\$0.54		\$0.00		\$0.00		\$0.00	\$0.00
		Meals	\$50.00	12	\$600.00		\$0.00		\$0.00	\$600.00
		Deliverables supplies etc.	\$100.00		\$0.00		\$0.00		\$0.00	\$0.00
	Aero Systems Engineering	PBB Designer			\$0.00		\$0.00	1	\$29,645.00	\$29,645.00
	Bythe Group	CA Support - Weekly Site Visit	\$950.00		\$0.00	5	\$4,750.00		\$0.00	\$4,750.00
	<b>Subtotal</b>				<b>\$4,550.00</b>		<b>\$4,750.00</b>		<b>\$29,645.00</b>	<b>\$38,945.00</b>
<b>Task 2</b>	<b>Not Used</b>									
		Air Travel	\$700.00		\$0.00		\$0.00		\$0.00	\$0.00
		Lodging (GJT)	\$125.00		\$0.00		\$0.00		\$0.00	\$0.00
		Rental Car	\$50.00		\$0.00		\$0.00		\$0.00	\$0.00
		Mileage	\$0.54		\$0.00		\$0.00		\$0.00	\$0.00
		Meals	\$50.00		\$0.00		\$0.00		\$0.00	\$0.00
		Deliverables supplies etc.	\$100.00		\$0.00		\$0.00		\$0.00	\$0.00
	Bythe Group	CA Support - Weekly Site Visit	\$950.00		\$0.00		\$0.00		\$0.00	\$0.00
					\$0.00		\$0.00		\$0.00	\$0.00
	<b>Subtotal</b>				<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>	<b>\$0.00</b>
<b>Task 3</b>	<b>Not Used</b>									
		Air Travel	\$700.00		\$0.00		\$0.00		\$0.00	\$0.00
		Lodging (GJT)	\$125.00		\$0.00		\$0.00		\$0.00	\$0.00
		Rental Car	\$50.00		\$0.00		\$0.00		\$0.00	\$0.00
		Mileage	\$0.54		\$0.00		\$0.00		\$0.00	\$0.00
		Meals	\$50.00		\$0.00		\$0.00		\$0.00	\$0.00
		Deliverables supplies etc.	\$100.00		\$0.00		\$0.00		\$0.00	\$0.00
	Bythe Group	CA Support - Weekly Site Visit	\$950.00		\$0.00		\$0.00		\$0.00	\$0.00
	<b>Subtotal</b>				<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>	<b>\$0.00</b>
<b>Total Expenses</b>					<b>\$4,550.00</b>		<b>\$4,750.00</b>		<b>\$29,645.00</b>	<b>\$38,945.00</b>

## Grand Junction Regional Airport Authority

### Agenda Item Summary

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TOPIC:	Third Floor Office Renovation Project Award- FCI
PURPOSE:	Information <input type="checkbox"/> Guidance <input type="checkbox"/> Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Selection of FCI for Design and Construction of the Third Floor Office Renovation Project, and approval for FCI Constructors to begin design of the third floor office renovation under the guidance of staff. Not to exceed \$15,000.
LAST ACTION:	None
DISCUSSION:	Qualifications were received on April 6, 2018 from one firm to provide professional services to renovate the 3 <sup>rd</sup> floor office space in the airport terminal. FCI was selected by the staff. FCI will begin their design with the intent of providing a construction budget at the regular May Board meeting.
FISCAL IMPACT:	Not to exceed design budget of \$15,000
COMMUNICATION STRATEGY:	None.
ATTACHMENTS:	
STAFF CONTACT:	Eric Trinklein <a href="mailto:etrinklein@gjairport.com">etrinklein@gjairport.com</a> Office: 970-248-8597

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**GRAND JUNCTION REGIONAL AIRPORT AUTHORITY  
FRAUD PREVENTION AND WHISTLEBLOWER PROTECTION POLICY**  
(Revised ~~March 19, 2014~~ April , 2018)

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1. Purpose. The Grand Junction Regional Airport Authority (the "Authority") is committed to the highest standards of moral and ethical behavior by its employees and ~~Board board Members~~ members. The purpose of this policy is 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.~~ This policy also assigns responsibility for the development of adequate internal controls and performance of investigations relating to fraud.

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2. Scope of Policy. This policy applies to any fraud or suspected fraud involving Authority employees and ~~Board board~~ members, as well as consultants, vendors, contractors, outside agencies, and/or any other parties having a business relationship with Authority.

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3. Policy Statement. The Authority and all levels of its management are responsible for the prevention and detection of fraud, misappropriations, and other inappropriate conduct. Any fraud that is detected or suspected will be reported immediately, and an objective and impartial investigation will be conducted into the alleged fraudulent activity. The investigation shall be conducted in concert with applicable law enforcement or other agencies, if deemed necessary or appropriate by the [Authority's General Counsel and Compliance Committee of the board]. Any individual found to have engaged in fraudulent activity, as defined by this policy, is subject to disciplinary action which may include dismissal of an employee, and to criminal prosecution ~~by appropriate law enforcement authorities~~ and/or civil remedies allowed by law.

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4. Actions Constituting Fraud. ~~Fraud is defined in this policy as~~ a willful or deliberate act or failure to act with the intention of obtaining an unauthorized benefit for the actor, [the Authority] or any other person or entity. ~~Fraud as defined in this policy~~ may or may not rise to the level of a criminal offense. ~~As used in this policy, the term "Fraud"~~ includes, but is not limited to, the following:

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Commented [CM1]: Not sure how/why someone would commit fraud for the benefit of the Authority

- Any dishonest or fraudulent act;
- Forgery or alteration of a check, bank draft, or any other financial document or account;
- Theft or misappropriation of funds, securities, supplies, or other assets;
- Making false statements or other impropriety in the handling or reporting of money or financial transactions;
- Accepting or seeking anything of material value from vendors, contractors, or other persons providing services/materials to the Authority, sometimes known as kickbacks;
- Using Authority funds to make unauthorized purchases;
- Authorizing or receiving compensation for hours not worked;
- Inappropriate use of Authority vehicles or equipment;
- Any similar or related inappropriate or unlawful conduct.

5. Other Inappropriate Conduct Suspected improprieties concerning an employee’s moral, ethical, or behavioral conduct, which do not involve fraud, as defined above, should be resolved by the Airport Manager and/or Human Resources Manager rather than under this policy. If there is a question as to whether an action constitutes fraud, contact the ~~Investigator and/or Authority Attorney~~[General Counsel] for guidance.

6. Duties and Responsibilities Employees and ~~Board Member~~board members are responsible for setting the appropriate tone of intolerance for fraudulent acts by complying with all laws, rules, regulations and policies. Supervisors should be aware of the types of fraud that could occur within their area of responsibility and be alert for any indication of fraud. Supervisors are responsible for establishing and maintaining proper internal controls that will provide for the security and accountability of the resources entrusted to them.

**Commented [CM2]:** I think this should be a responsibility of the organization, not individual supervisors.

### 7. Reporting Procedures

Any Authority employee or ~~Board-board Member-member~~ who has a reasonable basis for believing a fraudulent act has occurred, or is occurring, has a responsibility to promptly report such activity to their supervisor, a ~~Board-board Mmember~~ or to the ~~Investigator~~General Counsel via the Ethics/Fraud Hotline. Supervisors and ~~Board-Memberboard members~~ have a responsibility to immediately report fraudulent activity reported to them to either the Authority Board ~~Chairman or-and~~ the ~~Investigator~~General Counsel. Authority contractors, tenants or vendors and the public at large are also encouraged to report suspected fraud.

Reporting options are as follows: (1) to the ~~Investigator~~General 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 General Counsel:

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Karl J. Hanlon  
Karp Neu Hanlon, P.C.  
201 14th Street, Suite 200  
P.O. Drawer 2030  
Glenwood Springs, CO 81602

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kjh@mountainlawfirm.com

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~~designated ethics investigator, Quimby & Associates LLC, at P.O. Box 31137, Grand Junction, CO 81502 (the "Investigator").~~ If the Authority Board changes designated fraud investigators, contact information will be updated and distributed to Authority employees in a timely manner.

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~~7.1~~ Any person reporting a suspected fraudulent activity will have the option of ~~three levels of anonymity. Those levels are: (1) complete anonymity – the reporting party may elect to notify no one of their identity; (2) partial anonymity – the reporting party may elect to have their identity disclosed only to the person to whom they report the activity; (3) or~~ no anonymity – the reporting party may elect to have their identity exposed completely.

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### 8. ~~No Retaliation~~

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| ~~8.18.~~ No person acting on behalf of the Authority shall:

- Dismiss, or threaten to dismiss, any employee;
- Discipline, suspend, or threaten to discipline or suspend any employee;
- Impose any penalty upon an employee;
- Intimidate or coerce an employee; or
- Retaliate in any way against any contractor, tenant, vendor or member of the public because they have acted in accordance with this policy.

~~8.2 It shall also be a violation of this policy for any informant to make a baseless allegation of fraudulent activity that is made with reckless disregard for truth and that is intended to be disruptive or to cause harm to another individual. Any violation of this Section 8.2 will result in disciplinary action which may include dismissal of any complainant who is also an employee.~~

~~8.3 Persons reporting suspected fraudulent activity should refrain from confrontation with the suspect and should not discuss the matter with others unless specifically asked to do so by the Investigator.~~

#### 9. Investigative Investigation Procedures.

~~9.1 The Investigator General Counsel shall have the primary responsibility for investigating the reported fraudulent activity with consultation with the Compliance Committee. However, the Investigator may contact Authority employees, Board members or the Authority outside attorneys as deemed appropriate to establish a team to investigate the suspected fraudulent activity. Members of the investigative team will have:~~

- ~~• Free and unrestricted access to all Authority records and premises, whether owned or rented, as permitted by law; and~~
- ~~• The authority to examine, copy, and/or remove all or any portion of the contents of Authority files, desks, cabinets, and other storage facilities on the Authority premises without prior knowledge or consent of any individual who may use or have custody of any such items or facilities when it is within the scope of their investigation.~~

~~9.2 In instances where the investigation indicates possible criminal activity, the investigation will be turned over to the appropriate law enforcement agency.~~

~~9.3 The results of the investigation conducted by the Investigator will be communicated orally and/or in writing to the Authority Board Chairman, and the Board's Special Litigation Compliance Committee, the audit firm engaged to perform the Authority's annual audit, and/or other appropriate designated personnel, as appropriate under the circumstances of the case.~~

~~10. Confidentiality. Except as provided herein, all All participants in a fraud investigation shall keep the details and results of the investigation confidential until release of such information is approved by the General Counsel or the Authority Board. Investigation results will not be disclosed or discussed with anyone other than those who have a legitimate need to know, in order to protect the reputations of persons suspected of fraudulent activity, but subsequently found innocent of wrongdoing, and to protect the Authority from potential civil liability. Any employee or Board member contacted by the media with respect to an ongoing investigation into fraudulent activity shall refer the media to the Airport Manager or Board Chairman. The suspected fraud or audit investigation shall not be discussed with media by any person other than the Investigator, the Board Chairman or the Airport Manager.~~

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~~11. Sanctions—Fraudulent activities in connection with transactions involving the Authority may result in the following sanctions:~~

~~11.1 Authority employees suspected of committing or participating in fraud may be suspended without pay during the course of the investigation. Employees found to have committed or participated in fraud will be subject to disciplinary action, in accordance with the Employee Handbook, up to and including termination from employment and possible criminal prosecution or civil action. Employees found to have knowledge of fraudulent activity and who knowingly failed to report the activity will be subject to disciplinary action up to and including termination from employment. If disciplinary action is warranted, such action will be taken after consultation among the Airport Manager, the Human Resources Director, the Authority attorney, and/or other offices as deemed necessary and/or appropriate.~~

~~11.2 If a Board member is found to have committed or participated in fraud, the remaining members of the Board will request the removal of such Board member by the appointing agency.~~

~~11.3 10. The relationship of consultants, vendors, contractors, outside agencies and any other parties associated with the Authority found to have committed or participated in fraud will be subject to review, with the possible consequence of modification or termination of the relationship. If such action is warranted the Authority attorney, the Board Chairman and/or other appropriate offices will be consulted prior to the action being taken. Criminal or civil action may be initiated or sought against such individuals or entities.~~

**GRAND JUNCTION REGIONAL AIRPORT AUTHORITY**  
**PURCHASING AND PROCUREMENT POLICY**  
(Revised April \_\_, 2018)

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**I. Purpose of Policy**

- A. It is the policy of the Grand Junction Regional Airport Authority (the “Airport”) that goods and services be purchased through a process of evaluation of competitive pricing to obtain the highest quality at the lowest reasonable cost. In addition, goods and services will be sourced through ethical business standards, documented sourcing research, and where outlined below, competitive bidding.
- B. Purchasing's authority is delegated from the Board of Commissioners in accordance with the statutes, regulations, and administrative rules of the Airport Authority, State and Federal agencies.
- C. These Rules apply to all purchases of goods and services regardless of funding source.
- D. All goods and services will be purchased based on a budget approved by the Board of Commissioners.

**II. Ethic Responsibility**

- A. All parties involved in the negotiation, performance, or administration of Airport contracts are bound to act in good faith. Any person employed by the Airport who purchases goods and services, or is involved in the procurement process for the Airport, shall be held to the highest degree of trust and shall be bound to the Grand Junction Regional Airport’s Code of Professional Conduct. Implied duties of good faith and fair dealing shall be deemed to be contained in every contract and agreement of the Airport and shall apply to both parties.

**III. Petty Cash Procedures**

- A. Petty Cash shall be used for small purchases, such as postage and incidental supplies, freight and express, and similar items that cannot be obtained from vendors or suppliers, which the Airport has established an account.
- B. A single transaction shall not exceed \$50.00.
- C. Petty Cash shall not be used for cashing checks, making loans, or for salary advances.
- D. The Finance and Accounting Manager shall establish a Petty Cash Fund in the amount of \$300.00.
- E. The Finance and Accounting Manager shall appoint a custodian of the Petty Cash Fund. The Petty Cash Fund shall be in the sole custody of a single employee and no other official or employee shall have access to the fund except for periodic audits and cash count in the presence of the Custodian.
- F. The Finance and Accounting Manager may act as Custodian in the absence of the appointed Custodian. However, when it is necessary to transfer the custodianship of the Petty Cash Fund, either temporarily or permanently, the Petty Cash Fund shall be audited and reconciled by an employee other than the Custodian and the Petty Cash Fund shall be reimbursed prior to the transfer. The transfer shall be documented by letter from the Finance and Accounting Manager.
- G. The Petty Cash Fund shall be maintained on a current basis and reconciled monthly.
- H. The Custodian must assure that the Petty Cash Fund is secure at all times.
- I. Employees shall secure approval from the Custodian of the Petty Cash Fund prior to committing or making a purchase.
- J. Employees shall not take advanced petty cash from the premises after work hours and, if not used on the day of issue, shall return the funds back to the Custodian of the Petty Cash Fund.
- K. No item will be reimbursed from petty cash beyond 30 days after the date of purchase. All petty cash forms and authorizations must be completed in ink, and only the original receipt will be accepted for proof of purchase.

- L. Upon presentation of an invoice or sales receipt signed by the authorized employee, the Custodian of the Petty Cash Fund shall make reimbursement.
- M. All purchases must have Department Manager approval, and Department Manager's must verify the receipt and use of goods.
- N. The Petty Cash Fund shall be balanced and replenished monthly or more often, if needed, but shall always be done on the last day of the fiscal year.
- O. The Finance and Accounting Manager shall examine the Petty Cash Fund periodically and randomly to avoid abuse and misuse. An audit of the Petty Cash Fund and associated reports shall be performed annually by the Finance and Accounting Manager.

#### **IV. Purchasing Procedures**

- A. Goods, Materials, Supplies and Services for Operational Needs

The following procedures apply:

1. Purchases under \$1,000
  - No written quotes required.
  - No pre-approval of purchase required.
  - Post purchase approval of supervisor is required.
2. Purchases equal to/over \$1,000 and under \$2,500
  - Pre-approval of purchase is required by Department Manager.
  - No written quotes required, but are encouraged as a best practice.
3. Purchases equal to/over \$2,500 and under \$10,000
  - Written price or rate quotations shall be obtained from an adequate number of qualified sources. It is highly encouraged that three (3) quotes are obtained.
  - Pre-approval of purchase is required by Airport Manager.
4. Purchases equal to/over \$10,000 and under \$50,000

- Written price or rate quotations shall be obtained from an adequate number of qualified sources. It is highly encouraged that three (3) quotes are obtained.
  - All purchases must be approved, prior to purchase, by the Board of Commissioners.
5. Purchases equal to or over \$50,000
- All purchases equal to or over \$50,000 must be acquired in accordance with all local, State and Federal law. Refer to Section V, Procurement Procedures for additional information.
6. Bulk Fuel Purchasing
- Employees purchasing fuel shall make their best effort to ensure the Airport is receiving the best possible price for fuel, but shall not be required to obtain three quotes.
  - Board approval shall be required for bulk fuel purchases over \$50,000.
7. Government Purchasing Programs
- The Airport recognizes the potential costs savings from utilizing government purchasing programs and encourages the use of such programs to receive guaranteed pricing.
  - Purchases made through government purchasing programs are exempt from price quotation requirements for purchases under \$10,000.
8. Other Purchases
- Recurring purchases/invoices to be exempt requiring board approval shall be utilities, employee benefits (not limited to health insurance), and progress payments on fixed price contracts under \$100,000.
  - Legal fees/invoice will be given to the board via email and receive majority approval prior to payment

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## B. Corporate Credit Cards

1. Corporate credit cards are used only for conducting the business of the Airport.
2. Corporate credit cards are the property of the Airport, and will be surrendered immediately upon termination of employment, or immediately upon the request of the Board Chairman or Airport Manager.
3. Any employee issued a corporate credit card shall execute a Corporate Credit Card Agreement, prior to the issuance of the card.
4. Purchases via a corporate credit card are subject to the same purchasing and procurement rules contained herein.

## C. Retained Professional Services

1. For Retained Professional Services (i.e. Engineering, Planning and Environmental, Information Technology, etc...), with the exception of Legal Services and accounting services, the following procedures apply:
  - Services Under \$10,000
    - Formal Task Order, that includes an approved scope of work and fees.
    - All task orders must be pre-approved by the Airport Manager.
  - Services Over \$9,999 and Under \$50,000
    - Formal Task Order, that includes an approved scope of work and fees.
    - All task orders must be pre-approved by the Board of Commissioners.
  - Services equal to or over \$50,000
    - Formal Task Order, that includes an approved scope of work and fees.
    - All task orders must be pre-approved by the Board of Commissioners.

- When required or requested, an Independent Fee Estimate will be obtained.

D. Verification of Receipt of Purchases

1. Department Managers are responsible for the verification of receipt of goods, materials, supplies, and services purchased by personnel in their respective departments.
2. Department Managers must approve and verify receipt of all purchases.

**V. Procurement Procedures**

It shall be the policy of the Airport to procure goods and services in a manner that affords vendors a fair and equal opportunity to compete. Solicitations should only be issued when there is a valid procurement need. To this end, the Airport shall:

A. Methods for Materials/Supplies Procurement Equal to or Over \$50,000

1. Sole Source Procurement

- This method of procurement is highly discouraged.
- Justification must be provided in writing. A sole source justification is an explanation and an attestation by the person signing the justification that it has been established that only the chosen item (product, equipment, service), because it has certain specifications that all other items lack, and these specifications are required to meet a stated need. This conclusion must be supported in the justification with evidence that all other potentially competitive items have been investigated with due diligence; i.e. that the person who has specified the item has thoroughly investigated all the available, comparable items (products, equipment, services) and come to the conclusion, based upon known specifications of all the items investigated, that only the chosen item has the specifications which meet the need.

- Note: A sole source item, in the case of a brand name justification, may be biddable if the item is available from more than one supplier.

#### B. Sealed Competitive Bid – RFP/IFB

1. A RFP/IFB is a method of procurement which results in a contract or purchase order being awarded to the lowest responsible Bidder based on the specifications and terms set forth in the solicitation. An invitation for bids is the preferred solicitation method for purchases of goods over \$50,000, but may be used as a solicitation method for purchases of services for any amount.
2. Typical reasons why an RFP/IFB may be used include:
  - The award will be made on the basis of price alone, specifications and other terms being met; or
  - It is not necessary to conduct negotiations with the responding Bidders about their bids.
3. Solicitation Time: The minimum time for the RFP/IFB shall be in accordance with the governing statute, depending on the procurement type. If no statutes apply directly, then the solicitation must ensue at least fourteen days, prior to the date set forth therein for the opening of bids. Such notice may include publication in a newspaper of general circulation.

#### C. Competitive Proposals – RFQ

1. ~~A Request for Qualifications (RFQ) is similar to an RFP, but is NOT a source selection method. An RFQ is used to obtain preliminary information about a market, type of available service or a product when there is not enough information readily available to write an adequate specification or work statement. An RFQ may ask for input to assist the Airport in preparing a specification or work statement for a subsequent solicitation and may ask for pricing information only with the provision that such information would be submitted voluntarily. The RFQ shall~~

~~clearly state that no award will result.~~ A Request for Qualifications (RFQ) is similar to an RFP but may be used in different circumstances and as required for certain FAA contracts and vendor selection. An RFQ may be used to obtain preliminary information about a market, type of available service or a product when there is not enough information readily available to write an adequate specification or work statement. An RFQ may ask for input to assist the Airport in preparing a specification or work statement for a subsequent solicitation and may ask for pricing information only with the provision that such information would be submitted voluntarily.

2. Typical reasons why an RFQ may be used include:
  - Professional Services, such as Engineering, Planning, Architectural, etc...

## **VI. Contracts**

- A. Subject to the limitations of this section, any type of contract which will promote the best interests of the Airport may be used Multi-year contracts for goods or services, subject to funding availability, may be approved by the Airport Board but may be subject to term limitations by applicable regulation.
- B. The Airport will not issue contract to any vendor that has been declared ineligible to receive Federal contracts. The Airport will clear all vendors through the Federal government's System for Award Management (SAM), [www.sam.gov](http://www.sam.gov), prior to contract issuance.
- C. Contracted vendors must immediately inform airport management of procurement suspension or debarment. Failure by the vendor to notify airport management of suspension or debarment could be grounds to cancel the contract.

## **VII. Use of Airport Revenue**

A. There are a variety of Airport Revenues, including Passenger Facility Charges, Customer Fee Charges, Federal, State and local grant funding. Each revenue stream is governed by rules and regulation concerning its use. Refer to the applicable rule or regulation for revenue use. Some of the regulation includes, but is not limited to:

1. 14 CFR Chapter 1: Policy and Procedures Concerning the Use of Airport Revenue; Proceeds From Taxes on Aviation Fuel.
2. AAlA: The Airport and Airway Safety and Capacity Expansion Act of 1987.
3. FAA Authorization Act of 1994.
4. FAA Reauthorization Act of 1996.
5. Colorado Revised Statutes.
6. GJRAA Bylaws and Resolutions.

**VIII. Emergency Purchases/Exemptions**

A. When an emergency condition prevents the use of a competitive procurement method, the Airport may conduct procurement on an emergency basis. Emergency procurements may be negotiated on a sole source or limited competition basis as dictated by the circumstances surrounding the emergency.

B. An emergency condition justifies the use of an emergency procurement when that condition threatens one (1) or more of the following:

1. The functioning of the Airport;
2. The preservation or protection of property; and/or
3. The health or safety of any person(s) or animal(s).

C. Emergency Procurements do not include:

1. Procurements that need to be rushed because of an avoidable failure to plan ahead;
2. End of the fiscal year procurements; or
3. End of a grant/contract procurement.

- D. The Airport may make emergency procurements when an emergency condition arises and the need cannot be met through normal procurement methods, as determined by one of the following designated officials: Board Chairman, Vice Chairman, Executive Director~~Airport Manager~~, Business and Administration~~Finance~~ Manager, Project Manager, Operations Manager, or Facilities Manager. Any of these officials may declare an emergency, provided that, whenever practicable, approval by the Board Chairman or Vice Chairman shall be obtained prior to the procurement.
- E. The emergency procurement shall be limited to the procurement of only the types of items and quantities or time period sufficient to meet the emergent condition and shall not be used to meet long-term requirements.

**IX. Approval of Executive Director reimbursements**

- A. The Finance Manager will have the authority to review and approve the Executive Director's reimbursement requests.
- B. If there's a disagreement, the Audit Committee will be requested to review the reimbursement.
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**IX.X. Procurement Chart**

Procurement Threshold	Written Quotes	Pre-Approval Required	Required Approvals				RFP/RFQ Required
			Supervisor	Dept. Manager	Airport Manager	GJRAA Board	
<b>Petty Cash</b>							
\$0 to \$50	No	Yes		X			
<b>Goods, Materials, Supplies and General Services</b>							
\$0 - \$999	None	No	X	X			
\$1,000 - \$2,499	None	Yes		X			
\$2,500 - \$9,999	3	Yes			X		
\$10,000 - \$49,999	3	Yes			X	X	
Over \$50,000	N/A	Yes			X	X	Yes
<b>Retained Professional Services i.e. Engineering, IT, Planning *Legal Services Exempt</b>							
\$0 - \$9,999	1	Yes			X		Task Order
\$10,000 - \$49,999	1	Yes				X	Task Order
Over \$50,000		Yes				X	Task Order



## Grand Junction Regional Airport Authority

### Agenda Item Summary

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TOPIC:	Resolution No. 2018-003: Revised Resolution Concerning Execution of Documents Pertaining to Bank Accounts
PURPOSE:	Information <input checked="" type="checkbox"/> Guidance <input type="checkbox"/> Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Staff recommends the Board adopt resolution No. 2018-003: Revised Resolution Concerning Execution of Documents Pertaining to Bank Accounts.
LAST ACTION:	At the January 2018 Board Meeting, the board adopted resolution 2018-002 adding Angela Padalecki as Executive Director.
DISCUSSION:	The banking resolution requires amending to change the two signature requirement threshold from \$2,000.00 to 10,000.00.
FISCAL IMPACT:	None
COMMUNICATION STRATEGY:	None
ATTACHMENTS:	Resolution No. 2018-003:
STAFF CONTACT:	Ty Minnick Email: <a href="mailto:tminnick@gairport.com">tminnick@gairport.com</a> Office: 970-248-8593

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**Resolution No. 2018-00~~32~~**  
**Of the**  
**GRAND JUNCTION REGIONAL AIRPORT AUTHORITY**  
**A Resolution Concerning**  
**Execution of Documents Pertaining to Bank Accounts**

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

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

WHEREAS, The Board desires to authorize the Chairman, Vice Chairman, Executive Director or Project Manager as designated below, to **execute with only one (1) signature any and all (A) bank documents, checks and other instruments of withdrawal in the sum of less than \$102,000, and (B) any payroll and payroll related expenditures, including but is not limited to, payments for tax withholding, payments for retirement and 401(k) contributions, employee benefits (health insurance, etc.) and garnishments and sales tax:**

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

Provided, however, that checks or other instruments of withdrawal (**other than payroll and payroll related expenditures including but not limited to payments for tax withholding, payments for retirement and 401(k) contributions, employee benefits (health insurance, etc.) and garnishments and sales tax**) in an amount equal to or greater than **\$210,000 shall have two (2) such signatories, as follows:**

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

AND,

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

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

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

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

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

IT IS FURTHER RESOLVED that the Board authorizes the Chairman, Vice Chairman, Executive Director or Project Manager to execute with one (1) signature **any and all (A) bank documents, checks and other instruments of withdrawal in the sum of less than \$102,000, and (B) all payroll and payroll related expenditures, including but not limited to, payments for tax withholding, payments for retirement and 401(k) contributions, employee benefits (health insurance, etc.) and garnishments and sales tax:**

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

Provided, however, that checks or other instruments of withdrawal (**other than payroll and payroll related expenditures, including but not limited to payments for tax withholding, payments for retirement and 401(k) contributions, employee benefits (health insurance, etc.), garnishments and sales tax**) in an amount equal to or greater than **\$102,000 shall require two (2) such signatures as follows:**

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

AND,

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

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



**RATES & CHARGES  
GRAND JUNCTION REGIONAL AIRPORT  
GRAND JUNCTION, COLORADO**

**Declaration of Authority/Applicability of Rates & Charges**

The Grand Junction Regional Airport Authority (“GJRAA”) is the owner and operator of the Grand Junction Regional Airport, located in Grand Junction, Colorado (“Airport”). GJRAA is hereby re-issuing its “Rates & Charges” applicable to various users of the Airport including, but not limited to, Aircraft landing at and taking off from the Airport, Aircraft Ground Service Operators, Ground Transportation Operators, Rental Car Concessionaires, and Off-Airport Delivery Service Operators accessing the Airport, Fuel Providers, and other Users of the Airport facilities, supplies and services (hereinafter collectively referred to as “Users”).

These Rates & Charges supersede all previous schedules of Fees & Charges promulgated by GJRAA. These Rates & Charges are promulgated pursuant to GJRAA’s regulatory authority under C.R.S. §41-3-106(1)(h) and 49 U.S.C. §2210(a)(9), and in accordance with F.A.A. regulations, rules, directives, and policy statements pertaining to the implementation, modification, and enforcement of airport Rates and Charges as they are changed from time to time. GJRAA may amend the Rates & Charges from time to time, and in some cases, may do so with or without notice.

All GJRAA Rates & Charges shall be set and applied on a fair, reasonable and not unjustly discriminatory standard in accordance with the Federal Aviation Administration (FAA) Order 5190B and all related subchapters of the Order including Subchapters 17.5 and 18.5(c) to ensure GJRAA establishes a fee and rental schedule that makes the airport as financially self-sustaining as possible. All GJRAA revenue surpluses shall be used for airport system purposes per 49 U.S.C. § 47107(b)(1) for reserves, funds to facilitate financing and financing coverage and other contingencies such as to address deferred maintenance items.

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

## **I. General Requirements**

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

### **Payment of Rates and Charges**

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

### **Books and records**

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

### **Audits**

GJRAA reserves the right to conduct audits of a User's books of account and records at any time during normal weekday business hours, upon reasonable notice. In performing said audits, GJRAA shall be entitled to review (and the User's involved shall be obligated to provide to GJRAA) all of the books of account and records that the User is obligated to maintain pursuant to these Rates & Charges, as well as all other documents and files in that User's possession, custody, or control that GJRAA requests at the User's expense. Should the User fail to maintain the books of account and records required to be maintained pursuant to these Rates & Charges, or should that User fail to permit GJRAA or its auditor to review its books and records, and other documents and files, such conduct shall be considered a failure to perform obligations under these Rates & Charges, and GJRAA shall be entitled to exercise any and all remedies set forth in this Part 1. If any audit shows that monies that should have been paid to GJRAA were understated or underpaid for the audit period involved, the User shall, within thirty (30) days notice of any such deficiency, pay to GJRAA the full amount underpaid, plus three percent (3 %) interest per month on said underpayment from the time said underpayment should have been paid to the time said underpayment is fully paid. In addition, if the amount of the underpayment exceeds two percent (2%) of the total amounts owing to GJRAA for the audit period involved, the User in addition to paying the GJRAA the underpayment owed, shall reimburse GJRAA for the entire cost of the audit. If the audit discloses overpayment of the monies owed to GJRAA hereunder, GJRAA shall refund the amount of overpayment within thirty (30) days of said audit.

### **Remedies upon Failure to Perform Obligations**

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

- GJRAA may obtain specific performance.
- GJRAA may recover all damages incurred by GJRAA, including incidental damages, consequential damages, and attorney's fees.

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

### **Amendment**

GJRAA may amend these Rates & Charges, including altering the fee structure or approving additional Rates, with or without notice or input from Users or any other Person.

### **Hold Harmless**

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

### **Airport Damage**

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

### **Interest**

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

**Attorney's Fees and Costs**

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

**Jurisdiction and Venue**

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

**Prevailing Terms**

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

## II. Aircraft Operators and Aircraft Ground Service Operators

### A. Fees

#### Landing Fees

Class of Aircraft	Fee Per Landing
Commercial Signatory Aircraft- $\geq$ 12,500 lbs. Landing Weight	\$1.70/1,000 lbs.
Commercial Signatory Aircraft- $<$ 12,500 lbs. Landing Weight	\$7.23
Commercial Non-Signatory Aircraft- $\geq$ 12,500 lbs. Landing Weight	\$3.80/1,000 lbs.
Commercial Non-Signatory Aircraft- $<$ 12,500 lbs. Landing Weight	\$15.00
General Aviation Aircraft	\$0.00
Military Aircraft	\$0.00

- A full landing fee will be charged for Ferry Flights landing at the Airport, and for unscheduled landings of aircraft originating from another airport, and diverted to the Grand Junction Regional Airport due to weather, mechanical, or other reasons other than declared emergencies.
- A one-half (  $\frac{1}{2}$  ) landing fee will be charged for each landing performed in conjunction with a training flight.
- No landing fee will be assessed in the event an aircraft departs from the Airport for another destination and, without making a stop at another airport, is forced to return to and land at the Airport because of weather, mechanical or other similar emergency or precautionary reasons.
- No landing fee will be assessed in the event an aircraft lands at the Airport due to a declared emergency.

#### Common Area Fees

Aircraft Operators that utilize the following areas of the Airport's terminal building in a particular month shall pay their pro rata share of rent at a cost of \$27.27 per square foot per year. The pro rata share shall be based on the total number of enplaned revenue passengers during said month:

- **Baggage processing area** - currently encompass 5,721 total square feet, and may be adjusted from time to time. The monthly allocated cost is \$13,001 (\$156,012 annual)
- **Boarding area** - currently encompass 17,721 total square feet, and may be adjusted from time to time. The monthly allocated cost is \$40,271 (\$483,252 annual)
- **Ticketing area** - currently encompass 4,587 total square feet, and may be adjusted from time to time. The monthly allocated cost is \$10,424 (\$128,088 annual)

#### Terminal Building Fee

Tenants of the terminal building leasing exclusive space will pay \$30.30 per square foot per year.

## Security Services

The rate for the security services is \$200,000 per year. The pro rata share shall be based on the total number of enplaned revenue passengers utilizing the boarding area during said month.

## Other Fees

- **Boarding Bridge** - \$25 fee for each operation.
- **Disposal Station Fees** - \$15 for each use of the lavatory disposal station. The disposal station area must be cleaned after each use or a fine of \$200 will be assessed on the operator.
- **Deicing Fee** - Pro rata share of GJRAA's expenses incurred in draining and cleaning the deicing pad holding tank.
- **Fuel Purchase** - Purchasing fuel (gasoline and/or diesel) from the airside GJRAA fuel tank shall pay actual fuel cost plus \$1.00 per gallon.
- **Stand by Services** - \$75 per hour per employee, charged in 15 minute increments for stand-by services provided to them by GJRAA employees between the hours of 12:00 am (midnight) to 5:00 am. Services included:
  - Aircraft Rescue Firefighting (ARFF);
  - Emergency first aid;
  - Custodial and maintenance services.

If a GJRAA employee has to be called back to the Airport to provide these services, then a three hour minimum charge will be imposed for each called-back employee involved.

- **Ramp Parking** - Aircraft Operators (excluding ~~FAR Part 121~~ Commercial Aircraft Operators) shall pay GJRAA \$200.00 for the parking of aircraft on the air carrier ramp (space permitting) for each twenty-four (24) hour increment or fraction thereof
- **Commercial Aircraft Operator Permit** - Commercial Aircraft Operators who do not own, lease, or sublease space at the Airport AND who conduct commercial aeronautical services and activities that originate at the Airport shall pay GJRAA \$150 annually for a permit to operate said activities at the Airport

## B. Reports/Billing

On or before the 5<sup>th</sup> day of each month, each Aircraft Operator or Aircraft Ground Service Operator at the Airport shall submit to the Airport Administration Offices such reports of the preceding month's activities as GJRAA may request to enable GJRAA to compute the Rates (also referred to, in some cases, as Fees above), charges, and other monies owed by the Aircraft Operator or Aircraft Ground Service Operator hereunder. The reports shall be attested to as correct to the best of the signer's knowledge by the Aircraft Operator or Aircraft Ground Service Operator or its designee. Any subsequent changes in the information will be reported to GJRAA as soon as practical; but in no event more than seven (7) days from their discovery. The reports shall be on a form provided by or approved by GJRAA. GJRAA reserves the right to obtain clarification of any matter contained in the reports, or for additional information from the Aircraft Operator or Aircraft Ground Service

Operator for Airport marketing, statistical, fee-setting, or other purposes. **Note: Reports not submitted by the end of the 5<sup>th</sup> day of each month are subject to a \$100 per day late fee.**

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

**Ground Transportation Operators (shall include all bus (excluding Grand Valley Transit), shuttles, courtesy vehicles, taxi, transportation network companies, sightseeing tours, ~~hotel/motel shuttle~~, etc)**

Ground Transportation Operators shall pay GJRAA the following fee:

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

#### Hotel/Motel Courtesy Vehicle Operators

Each Hotel/Motel Courtesy Vehicle Operator shall pay GJRAA a fee equal to \$.20 multiplied by the number of rooms available for rental in the hotel/motel. Fee shall be paid quarterly, in advance, on or before the first day of each calendar quarter (January, April, July, October). Hotel/Motel Courtesy Vehicle Operators shall only pick up and drop off at the Airport the patrons of their respective hotels/motels, and not persons who are not patrons of their hotels/motels.

#### **Off-Airport Parking Providers**

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

#### **Off-Airport Delivery Service Operators**

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

#### **Compliance**

Failure to comply or to operate without a permit may result in a \$100 fine

**B. Miscellaneous Provisions Applicable to Ground Transportation Operators and Off-Airport Delivery Service Operators**

**No Diversion of Passengers**

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

**Signage**

Ground Transportation Operators and Off-Airport Delivery Service Operators serving the Airport shall display signage on their vehicles identifying the Ground Transportation Operator or Off-Airport Delivery Service Operator involved, and/or such other identification as GJRAA may request to enable GJRAA to determine whether the vehicle is authorized to provide ground transportation or off-airport delivery services to the Airport.

#### IV. Fueling Operations

##### A. Fuel Flowage Fees

Fuel Providers shall pay a fuel flowage fee to GJRAA on all fuel sold at the Airport to military, government and general aviation aircraft fuel purchasers. Unless specified in an airline operating agreement, ~~Part 121~~ air carriers are excluded from fuel flowage fees.

The following fuel flowage per gallon rates apply:

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

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

##### B. ARFF Standby Services for “Rapid Refueling” Operations

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

##### C. Rental Car Fuel Station Fees

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

V. **Leases of Airport Property**

New Airside Leases will have a rate no less than fair market value or the maximum price per square foot being charged to current lessees.

Rental Car Service Area:

4/1/17 – 3/31/18

*Cost per sq. ft. per month*

Ground	<del>\$0.18841847</del>
Building	<del>\$0.40663986</del>

**VI. OTHER**

**A. Security Badge Fees**

**SIDA and Sterile Area Badges:**

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

Initial Issue

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

Renewal

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

**AOA Badges:**

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

Initial Issue.....	\$35.00
Renewal.....	\$25.00

**Change from AOA Badge to SIDA Badge**

With fingerprint processing .....	\$50.00
Without fingerprint processing .....	\$0.00

**Lost or Not Returned Badges**

Charge to employer for ID not returned .....	\$100.00
Lost badge - 1 <sup>st</sup> replacement .....	\$35.00
Lost badge - 2 <sup>nd</sup> replacement .....	\$70.00
Lost badge - 3 <sup>rd</sup> replacement.....	\$210.00
Airport will review costs for card issued after 3 <sup>rd</sup> replacement.	

**Keys**

Initial Issue.....	\$10.00
Replacement- If broken.....	\$10.00
Replacement- If lost or stolen \$100.00 plus the actual cost for re-keying the locks and producing additional key(s).	

**B. Airport Parking Violations:**

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

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

**C. Terminal Parking:**

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

**D. Internet and Phone Service:**

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

**E. Billable Staff Time:**

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

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

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

**G. Colorado Open Record Request (CORA)**

CORA items are subject to a rate of \$20 per hour (15 minute increments) of staff time and \$0.25 per page of copied materiel. Payment is required prior to release of CORA items.

The Rates & Charges is hereby approved and adopted, after public notice and opportunity for comments, by the Grand Junction Regional Airport Authority and made a part of the public records of the Grand Junction Regional Airport Authority.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Rick Taggart, Chairman

ATTEST:

\_\_\_\_\_  
Victoria Hightower, Clerk

Board Members Voting Aye:

Those Voting Nay:

Board Members Voting Aye:	Those Voting Nay: