



Board Packet

Regular Board Meeting



August 16, 2016

GRAND JUNCTION REGIONAL AIRPORT AUTHORITY

Date: AUGUST 16, 2016

**Location: GRAND JUNCTION REGIONAL AIRPORT
AIRPORT TERMINAL BUILDING – 2ND FLOOR
2828 WALKER FIELD DRIVE, GRAND JUNCTION, CO**



REGULAR BOARD MEETING

Time: 5:15PM

I. Call to Order

II. Approval of Agenda

III. Conflict Disclosures

IV. Commissioner Comments

V. Citizens Comments

The Grand Junction Regional Airport Authority welcomes public comments at its meetings. The Citizens Comment period 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 Clerk for distribution to the Board. The Board Chairman will indicate when you may come forward and comment. Please state your name for the record.

VI. 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.

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IX. Any other business which may come before the Board

X. Adjournment

DIRECTIONS TO MEETING LOCATION:

GRAND JUNCTION REGIONAL AIRPORT - TERMINAL
2828 WALKER FIELD DRIVE, SECOND FLOOR
GRAND JUNCTION, CO 81506

Grand Junction Regional Airport is located at the end of Horizon Drive, north of Interstate 70. Parking is available in the Airport's main parking lot. Please bring your parking ticket into the meeting, and we will validate the parking ticket. [Map of the Airport Campus](#)



**Grand Junction Regional Airport Authority Board
Board Meeting
Meeting Minutes
July 19, 2016**

EXECUTIVE SESSION

Time: 4:00PM

-
- I. Call to Order**
 - II. Approval of Agenda**
 - III. Motion into Executive Session**
 - III. To determine and discuss the Airport's health insurance contract, and renewal thereof, which is currently subject to negotiation, as authorized by C.R.S. § 24-6-402(4)(e)(I), as well as to confer with legal counsel for the purpose of receiving legal advice related to a pending legal matter, as authorized by C.R.S. § 24-6-402(4)(b)**
 - IV. Adjourn Executive Session**

SPECIAL COMMITTEE MEETING

Time: 5:15PM

-
- I. Call to Order**
Mr. Steve Wood, Board Chairman, called the Meeting of the Grand Junction Regional Airport Authority Board to order at 5:32PM on July 19, 2016 in Grand Junction, Colorado and in the County of Mesa.

<p><i>Commissioners Present:</i> Steve Wood, Chairman Rick Langley Rick Wagner Paul Nelson Rick Taggart</p> <p><i>Airport Staff:</i> Kip Turner Ty Minnick Ben Johnson Ben Peck Chance Ballegeer Brian Harrison Matthew Powers</p>	<p><i>Other:</i> Eric Trinklein, Armstrong Consultants Kathryn Bennett, Armstrong Consultants Al Adelgren, Citizen Wayne Clark, GJAUTA Drew Armstrong, Citizen</p>
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- II. Approval of Agenda**

The Agenda was approved by major motion.

III. Conflict Disclosures

Commissioner Langley – None
Commissioner Nelson – None
Chairman Wood – Hangar Owner
Commissioner Wagner – None
Commissioner Taggart – None

IV. Commissioner Comments

Commissioner Nelson commented on a second B29 named “Doc” that has been work on for 16 years, flew on Sunday

Commissioner Wagner welcomed Mr. Kip Turner to his first Board Meeting

Chairman Wood commented on the Distinguished Budget Presentation Award from the Government Finance and Officers Association presented to the Grand Junction Regional Airport Authority for the fiscal year beginning January 1, 2016.

Mr. Minnick said that there is a certain criteria that the GFOA has, but basically they just have to make sure that the budget document is very transparent and want it to where an outsider can pick it up and know exactly what is going on.

Chairman Wood stated that Aviation day is August 19th, The B29 “Fifi” will be back in Grand Junction from August 31st to September 4th. And The Rise above the Tuskegee Airmen Inspirational traveling road show is here September 21st to the 24th.

V. Citizen Comments

None

VI. Consent Agenda

- A. June 21, 2016 Regular Board Meeting Minutes
- B. Pay Request: G4S April Billing
- C. Pay Request: AIP 52 Projects
 - 1. Armstrong Pay Request
 - 2. Straight Stripe Pay Request
 - 3. Pro Electric Pay Request
- D. Asset Disposal Policy Revision

Commissioner Wagner made a motion to approve the consent agenda. Commissioner Nelson seconded. Voice Vote. All Ayes

VII. Discussion Items

A. Financial Update

Mr. Minnick briefed the Board on the airport's current financial status. (Financial Results report created by Mr. Ty Minnick)

Financial Results

Assets – The revenue bond sinking fund increases \$128,000 each month to pay for the semi-annual interest due June and December and the annual principal due in December. The interest amount paid in June was \$330,000. PFC restricted cash continues to decrease as the amount of monthly PFC revenue is less than the amount allocated to the 07 bond debt service.

Liabilities – Accrued expenses are comparatively lower due to the year-end accruals for payroll and prepaid rent.

Aeronautical Revenue – Aeronautical revenue is consistent with budget and prior year.

Non-Aeronautical Revenue – Non-aero revenue amounts are consistent with current pricing, specifically the increase in the parking rate, and enplanements compared to prior year.

Operating Expense

1. Personnel expense is consistent with the reduction of administrative staff in January 2016.
2. Contract services are higher compared to budget and 2015 as legal expenses continue to drive up total operating expenses.

Non-operating Revenue/Expense – Non-operating revenue/expense is consistent with budget and prior year.

Enplanements

2016 vs 2015

	Month	Year to Date
2015	20,381	102,096
2016	22,561	107,769
Difference	2,180	5,673

Historical Average

	Month	Year to Date
5 Year Average	19,874	105,924
2016	22,561	107,769
Difference	2,687	1,845

Mr. Minnick commented that the budget timeline. Mr. Minnick said that last year the audit committee did a full review of the detail through numerous meetings and asked if the Board if they wanted to do it the same way this year or hold workshops with the whole Board.

The Board agreed that the way it was handled last year works just fine.

Mr. Minnick said that they plan to have a draft budget in September.

B. Project Update

Mr. Johnson briefed the Board and stated that on AIP 52, the runway rehabilitation projects, work is in progress on the fog seal and restripe and will be finished by Friday night and then that will be complete. The mill and overlay is now scheduled to start August 1st, they'll begin mobilizing July 31st and they have gotten their notice to proceed. That project will be all night work again, on a 21-day schedule. AIP 53 is now complete and closed. AIP 54, which is the apron phase I, is currently out to bid. The airport did receive approval from the FAA on the plans, the design, the scope of work and the fees, tomorrow is the pre-bid meeting and bid opening is August 3rd. Mr. Johnson said that because of how late in the year it is, they may just wait and kick that work off in the spring time. AIP 55, Armstrong is still working on the scope of work for that project.

VIII. Action Items

A. Purchase Request: Oshkosh Plow Conversion

Mr. Johnson stated that staff is proposing is to convert on the four snow blowers into a plow. The plow will replace one of the existing plows that is past its useful life and the cost to rebuild that plow is way more than the plow is worth. The changeover is in the budget this year for \$50,000. Two quotes were received and the best quote was for \$36,084. Staff's recommendation is that the Board approve the purchase of the plow and the conversion.

Commissioner Wagner made a motion for the Board to approve the purchase request of \$36,084.00 for the plow conversion. Commissioner Langley seconded. Voice Vote. All Ayes.

B. KDEN Surplus Auction Pre-Approval

Mr. Johnson briefed the Board and said that this event is put on yearly by the CDOT in partnership with DIA. CDOT has set aside \$250,000.00 for helping airports purchase equipment through this auction. The first piece of equipment bought, they pay 80%. The second and third piece bought, they pay 50% and if more than three pieces of equipment is bought then the buyer just pays the price that DIA has set for it. Staff is proposing to buy up to four pieces of equipment and if successful in getting all four pieces of equipment the maximum that would be spent by the airport is \$10,000.00 and the CDOT grant would be for \$14,500.00. Mr. Johnson and Mr. Lucero will attend a pre-auction and assess the equipment and make sure it's in good

shape, then they will put in the airports interest for that piece and see if the airport gets it.

Commissioner Wagner made a motion for the Board to authorize staff to enter into an agreement with CDOT for a grant to explore the purchase of equipment listed in the pictures in the agreement approval under this action item, and authorize the manager of the airport to sign the agreement with the Department of Transportation. Commissioner Nelson seconded. Voice Vote. All Ayes.

C. Bond Underwriting

Commissioner Langley stated that last month the Board authorized staff to draft and issue an RFP for the bond refinance to try and take advantage of low interest rates. There were a total of four RFPs that were received from different parties. Staff and the audit committee reviewed the proposals, and after interviews with all four parties it was decided to select RBC as the airport's preferred vendor to look into the bond refinance.

- 1. Presentation – Board Underwriter Finalist**
- 2. Recommendation and Award**

Dan from RBC gave the Board a brief overview of the process.

Commissioner Langley made a motion for the Board to accept the contract with changes noted for a bond underwriter contract with RBC. Commissioner Taggart seconded. Voice Vote. All Ayes.

D. Group Medical Insurance Selection

Mr. Minnick briefed the Board in detail on the four Rocky Mountain Health Plan options. Mr. Minnick recommended Plan B and/or Plan C.

Commissioner Taggart made a motion to allow staff to utilize both B and C with the proviso that the out of pocket for the airport would not exceed C and that the employee pay the difference if they desire B. Commissioner Wagner seconded. Voice Vote. All Ayes.

E. FAA Reimbursement

Chairman Wood briefed the Board on a letter received by the airport in June of 2015 that pertains to the airport repaying eligible cost from an AIP project, the fence project from 2011. The airport has a demand from the FAA to refund \$520,450.83 that were deemed to be ineligible under that contract. There is a letter drafted to the FAA that outlines repayment of this amount over eight payments, two years quarterly payment, the first payment being due in September of this year.

Commissioner Wagner made a motion to authorize the Chairman to set aside the budgetary number reflected in the letter from Kelly and Walker as a repayment schedule to incorporate into the motion by reference, and that to establish as part of that separate account to transfer those funds, and that the institution of the

Chairman's choice. And to have a legal representative to inform the FAA our offer to participate in that process. Commissioner Nelson seconded. Voice Vote. All Ayes.

X. Any other business which may come before the Board

XI. Adjourn

Commissioner Wagner motioned to adjourn. Commissioner Nelson seconded. Voice Vote. All Ayes.

The meeting adjourned at 7:00PM.

Steve Wood, Board Chairman

ATTEST:

Victoria Hightower, Clerk to the Board

Grand Junction Regional Airport Authority

Agenda Item Summary

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 7828785 for the amount of \$13,125.57
LAST ACTION:	Approved July Invoice.
DISCUSSION:	<p>This invoice is the monthly billing for July 2016 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:	\$13,125.57
COMMUNICATION STRATEGY:	N/A
ATTACHMENTS:	G4S Invoice 7828785
STAFF CONTACT:	Chance Ballegeer Email: cballegeer@gjairport.com Office: 970-248-8586

INVOICE

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

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



Invoice No: 7828785
Amount Due: \$13,125.57
Invoice Date: 07/31/2016
Terms: Payment Due 30 Days
Due Date: 08/30/2016
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: pointofusa.g4s.com
Other inquiries: billinghelp@usa.g4s.com

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

Services Rendered for: 07/01/2016 through 07/31/2016

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 (\$)
Armed CPO-HOLIDAY											
07/04/2016	07/10/2016	13.75	0.00	0.00	0.00	0.00	0.00	0.00	13.75	0.00	
				13.75	Regular Hours	at		28.55			392.56
Armed CPO-REGULAR											
06/27/2016	07/03/2016	0.00	0.00	0.00	0.00	17.50	0.00	0.00	17.50	0.00	
07/04/2016	07/10/2016	0.00	14.00	0.00	0.00	0.00	0.00	0.00	14.00	0.00	
07/11/2016	07/17/2016	16.33	14.00	0.00	0.00	14.25	0.00	0.00	44.58	0.00	
07/18/2016	07/24/2016	0.00	14.00	0.00	0.00	17.58	0.00	13.00	44.58	0.00	
07/25/2016	07/31/2016	0.00	14.00	14.00	0.00	14.00	0.00	0.00	42.00	0.00	
Armed CPO-REGULAR											
07/11/2016	07/17/2016	0.00	0.00	0.00	0.00	0.00	0.75	2.25	3.00	0.00	
07/18/2016	07/24/2016	0.00	0.00	0.00	0.00	0.00	0.00	2.33	2.33	0.00	
Armed CPO-REGULAR											
06/27/2016	07/03/2016	0.00	0.00	0.00	0.00	0.00	14.00	0.00	14.00	0.00	
07/04/2016	07/10/2016	0.00	0.00	14.75	13.75	0.00	13.75	0.00	42.25	0.00	
07/11/2016	07/17/2016	0.00	0.00	14.50	5.00	0.00	18.75	0.00	38.25	0.00	
07/18/2016	07/24/2016	0.00	0.00	14.00	14.25	0.00	14.00	0.00	42.25	0.00	
07/25/2016	07/31/2016	14.00	0.00	0.00	15.00	0.00	14.00	0.00	43.00	0.00	
Armed CPO-REGULAR											
06/27/2016	07/03/2016	0.00	0.00	0.00	0.00	0.00	0.00	13.00	13.00	0.00	
07/04/2016	07/10/2016	0.00	0.00	0.00	0.00	17.75	0.00	15.00	32.75	0.00	
07/11/2016	07/17/2016	0.00	0.00	0.00	9.00	0.00	0.00	14.00	23.00	0.00	
07/18/2016	07/24/2016	15.50	0.00	0.00	0.00	0.00	0.00	0.00	15.50	0.00	
07/25/2016	07/31/2016	0.00	0.00	0.00	0.00	0.00	0.00	14.00	14.00	0.00	
Armed CPO-REGULAR											
				445.99	Regular Hours	at		28.55			12,733.01

INVOICE

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



Website: www.g4s.com/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

Service Location: 2828 Walker Field Dr Ste 301
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Have billing questions? Email us:

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Other inquiries: billinghelp@usa.g4s.com

Services Rendered for: 07/01/2016 through 07/31/2016

<u>Week Begin</u>	<u>Week End</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>	<u>Sunday</u>	<u>Total Hours</u>	<u>Other Qty</u>	<u>Amount (\$)</u>
Subtotal									459.74		13,125.57
Invoice Total											13,125.57

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Mead & Hunt Pay Request for Terminal Area Plan Update
PURPOSE:	Information <input checked="" type="checkbox"/> Guidance <input type="checkbox"/> Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Staff recommends that the Board approve the payment of Mead & Hunt Invoice No. 262519, in the amount of \$13,418.40.
LAST ACTION:	
DISCUSSION:	<p>This invoice is the progress billing for work completed on the Terminal Area Plan Update.</p> <p>Staff has reviewed the invoice and concurs with the stated level of completion and recommends paying the invoice.</p>
FISCAL IMPACT:	This Invoice - \$13,418.40 Project Total - \$169,935.00
COMMUNICATION STRATEGY:	None.
ATTACHMENTS:	<ol style="list-style-type: none">1. Mead & Hunt Invoice No. 2625192. TAP Compliance Matrix
STAFFCONTACT:	Ben Johnson Office: 970.248.8596 Email: bjohnson@gjairport.com



Remit payment to:
 Mead & Hunt | Accounts Receivable
 2440 Deming Way | Middleton, WI 53562-1562
 1-888-364-7272 | AccountsReceivable@meadhunt.com

Invoice

July 18, 2016
 Project No: R2331300-156788.01
 Invoice No: 262519

Grand Junction Regional Airport Authority
 2828 Walker Field Drive
 Grand Junction, Colorado 81506

Project R2331300-156788.01 GJT Terminal Area Plan Amendment

12/15/15 Contract

Professional Services from June 1, 2016 to June 30, 2016

Fee

Phase	Fee	Percent Complete	Earned	Current
Study Design	3,408.00	100.00	3,408.00	0.00
Project Mgmt, Coord, Communication	8,144.00	35.00	2,850.40	0.00
Inventory, Forecasts, Facility Req	3,800.00	95.00	3,610.00	0.00
Initial Terminal Bldg Alts	29,360.00	85.00	24,956.00	8,808.00
Refined Terminal Bldg Concept Recom	29,750.00	0.00	0.00	0.00
Financial Analysis & Implementation Pro	9,564.00	0.00	0.00	0.00
Documentation	3,640.00	0.00	0.00	0.00
BCER Subconsultant	24,639.00	100.00	24,639.00	0.00
Liebowitz & Horton Subconsultant	57,630.00	8.00	4,610.40	4,610.40
Total Fee	169,935.00		64,073.80	13,418.40
		Previous Fee Billing	50,655.40	
	Total			13,418.40
		Total this invoice		\$13,418.40

TAP Update Compliance Matrix

PROJECT: TERMINAL AREA PLAN UPDATE

AMOUNT \$ **169,935.00**

PHASE 1. STUDY DESIGN		DELIVERABLES		MET/NOT MET/PROGRESS		FEE		%BILLED		INVOICED		COMMENTS	
DRAW	TASK	SUB	TASK	DESCRIPTION	Y	MET	NOT MET	PROGRESS	FEE	%BILLED	INVOICED	COMMENTS	
	1.1			Scope of Services					\$ 3,408.00	100%	\$ 3,408.00	COMPLETE	
											AMOUNT \$	3,408.00	

PHASE 2. PROJECT MANAGEMENT, COORDINATION AND COMMUNICATION		DELIVERABLES		MET/NOT MET/PROGRESS		FEE		%BILLED		INVOICED		COMMENTS	
DRAW	TASK	SUB	TASK	DESCRIPTION	Y	MET	NOT MET	PROGRESS	FEE	%BILLED	INVOICED	COMMENTS	
	2.1			Project Management					\$ 4,664.00	35%	\$ 1,632.40		
	2.2			Project Coordination					\$ -		\$ -		
	2.2.1			Sponsor Coordination					\$ 1,392.00	35%	\$ 487.20		
	2.2.2			Board, Local Agency Communication					\$ 1,392.00	35%	\$ 487.20		
	2.2.3			FAA, State and General Agency Coordination					\$ 348.00	35%	\$ 121.80		
	2.3			Composition and Organization of Study Committee					\$ 348.00	35%	\$ 121.80		
											AMOUNT \$	8,144.00	

PHASE 3. INVENTORY, FORECASTS AND FACILITY REQUIREMENTS		DELIVERABLES		MET/NOT MET/PROGRESS		FEE		%BILLED		INVOICED		COMMENTS	
DRAW	TASK	SUB	TASK	DESCRIPTION	Y	MET	NOT MET	PROGRESS	FEE	%BILLED	INVOICED	COMMENTS	
	3.1			Inventory, Forecasts and Facility Requirements summary					\$ 3,800.00	95%	\$ 3,610.00		
	3.2			Engineering Study					\$ 24,639.00	100%	\$ 24,639.00	COMPLETE	
											AMOUNT \$	24,639.00	

PHASE 4. INITIAL TERMINAL BUILDING AND ADMINISTRATION BUILDING ALTERNATIVES		DELIVERABLES		MET/NOT MET/PROGRESS		FEE		%BILLED		INVOICED		COMMENTS	
DRAW	TASK	SUB	TASK	DESCRIPTION	Y	MET	NOT MET	PROGRESS	FEE	%BILLED	INVOICED	COMMENTS	
	4.1			Goals Development					\$ 1,236.00	85%	\$ 1,050.60		
	4.2			Prepare Terminal Building Initial Alternatives					\$ 13,416.00	85%	\$ 11,403.60		
	4.3			Develop Working Paper One					\$ 7,390.00	85%	\$ 6,281.50		
	4.4			Conduct Study Committee Meeting/Board Presentation 1					\$ 6,114.00	85%	\$ 5,196.90		
	4.5			Comment Incorporation					\$ 1,204.00	85%	\$ 1,023.40		
											AMOUNT \$	29,360.00	

PHASE 5. REFINED TERMINAL BUILDING CONCEPT AND RECOMMEND PLAN		DELIVERABLES		MET/NOT MET/PROGRESS		FEE		%BILLED		INVOICED		COMMENTS	
DRAW	TASK	SUB	TASK	DESCRIPTION	Y	MET	NOT MET	PROGRESS	FEE	%BILLED	INVOICED	COMMENTS	
	5.1			Prepare Refined Administration Terminal Building Concept					\$ 4,643.00		\$ -		
	5.2			Prepare Long-Term Replacement Terminal Concept					\$ 5,928.00		\$ -		
	5.3			Recommend Development Plan					\$ 3,136.00		\$ -		
	5.4			Revise Working Paper One					\$ 4,875.00		\$ -		
	5.5			Conduct Study Committee Meeting/Board Presentation Two					\$ 11,168.00		\$ -		
											AMOUNT \$	29,750.00	

PHASE 6. FINANCIAL INVENTORY											AMOUNT \$	
DRAW	TASK	SUB	TASK	DESCRIPTION	Deliverables	MET/NOT MET/PROGRESS	FEE	%BILLED	INVOICED	COMMENTS	AMOUNT \$	
	6.1			Financial Inventory			\$ 9,564.00		\$ -		9,564.00	
	6.2			Preliminary Financial Analysis and Detailed Financial Plan			L&H					
	6.3			Develop Working Paper Two			L&H					
	6.4			Conduct Study Committee Meeting/Board Presentation Three			L&H					
	6.5			Conduct Conference Call/Skype Meeting with Finance Committee			L&H					
LIEBOWITZ & HORTON SUBCONSULTANT											AMOUNT \$	
				Financial Analysis	Y		\$ 57,630.00	8%	\$ 4,610.40		57,630.00	

PHASE 7. DOCUMENTATION											AMOUNT \$	
DRAW	TASK	SUB	TASK	DESCRIPTION	Deliverables	MET/NOT MET/PROGRESS	FEE	%BILLED	INVOICED	COMMENTS	AMOUNT \$	
	7.1			Working Papers and Meeting Materials			\$ 3,640.00		\$ -		3,640.00	
	7.2			Draft and Final Terminal Plan Reports			BCER					

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Pavement Repairs		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Staff recommends that the Board approve the award of the work to Adcock Concrete for \$13,533.60		
LAST ACTION:	This repair was previously discussed at the August 18, 2015 Board Meeting.		
DISCUSSION:	<p>Staff has solicited quotes to repair a section of the West Terminal Apron that causes water to drain into the Sky Adventures Hangar. The solution will be to place a surface drain near the low corner of the building and place a subgrade drainage pipe to catch water draining from the ramp and roof of the building and route it away from the building. The repair will have very little to no impact on operations.</p> <p>Staff received two quotes for this project.</p> <p>This repair work is in the 2016 budget and was budgeted for \$30,000.</p>		
FISCAL IMPACT:	\$13,533.60		
COMMUNICATION STRATEGY:	None.		
ATTACHMENTS:	Price Comparison		
STAFFCONTACT:	Ben Johnson Office: 970.248.8596 Email: bjohnson@gairport.com		

**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.

PRICE COMPARISON DOCUMENTATION

NAME OF PERSON COMPLETING FORM: Ben Johnson

DATE: August 2016

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: West Terminal Apron Drainage Repair

Items 2: _____

Items 3: _____

PRICE COMPARISON TABLE

	Vendor Name	Vendor Name	Vendor Name	Vendor Name	Vendor Name
Vendor Contact Name, Phone, and Email	Adcock	Skyline	Elam		
Item 1 – Price Quotation	13,533.60	16,929	Failed to Respond		
Item 2 – Price Quotation					
Item 3 – Price Quotation					

PURCHASE AWARDED TO (VENDOR NAME): _____

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 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"/>



Licensed & Insured Bid #6636
 2458 Industrial Blvd. Ste 1
 Grand Junction, CO 81505
 970.242.8567 or 970.242.2061 (fax)

Bid Proposal

To: **GJ Airport** Date: **8/9/2016**
bjohnson@gairport.com

JOB DESCRIPTION:	GJ Airport	REVISION
Bid for project includes labor and material: Concrete, rebar, expansion joints, cure and fine grading to + or - 1/10th.		
Not included: Gravel, backfill, surveying, testing and traffic control.		
If necessary: Winter Protection -\$1.00/LF for Stemwalls - \$.75 (cents)/LF for machine work & footers \$.25 (cents)/SF for hand set work		

ITEMIZED ESTIMATE:		Price
Removal of existing pavement and replace with new concrete pavement 20' x 100' concrete to be 8" thick reinforced with #4 rebar 1' O.C. (Includes sawcut for ground loops and caulking)	2000 SF @ \$12.20 SF	\$ 24,400.00
Removal of existing concrete and asphalt pavement next to building and pour new pavement and V-Pan to help correct drainage away from building. Concrete to be 8" thick and reinforced with #4 rebar 18" O.C.	901 SF @ \$13.60 SF	\$ 12,253.60
Install 6" Drain Pipe from gutters at building all the way to the hillside, where they will daylight into the drainage swale with cobble.	1 LS	\$ 1,280.00
Pricing is good through October 1, 2016.		
Terms: All Charges Account are due and payable 30 days after date of invoice.		
FINANCE CHARGE: Past due accounts are subject to INTEREST at the RATE OF 1 1/2 PERCENT PER MONTH (18 % PER ANNUM) applied to the principal monthly plus any costs of collection, including reasonable attorney's fees.		
Total		\$ 37,933.60

Any alterations or deviations from the from the above specifications involving extra cost of material or labor will be done by a written change order, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

Authorized Signature: **Mike Adcock**
 President/Owner

ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal which I agree to pay the amount stated in said bid proposal and according to the terms thereof.

Date: _____ Signature: _____



To:	Grand Junction Airport Authority	Contact:	Ted Balbier
Address:	2828 Walker Field Drive, Suite 301 Grand Junction, CO 81506	Phone:	
Project Name:	GJ Airport Asphalt Repair & Drainage Improvements	Bid Number:	1
Project Location:	Grand Junction Regional Airport, Various Locations, Grand Junction, CO	Bid Date:	7/13/2016

Skyline Contracting, Inc. is pleased to provide you with a quotation on the above project, as follows:

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
A. General Condition					
1	Mobilization, Private Locates, And Security Badges	1.00	LS	\$3,400.00	\$3,400.00
Total Price for above A. General Condition Items:					\$3,400.00
B. Asphalt Repair At Fuel Truck Parking (103' X 68')					
2	Remove Asphalt Paving	780.00	SY	\$4.10	\$3,198.00
3	Site Grading For New Asphalt Paving Section - Cut & Export 170 CY	170.00	CY	\$18.50	\$3,145.00
4	Asphalt Paving Subgrade Reconditioning - 18" Thick	780.00	SY	\$3.70	\$2,886.00
5	Asphalt Class 6 Base Course - 8" Thick	350.00	TON	\$24.80	\$8,680.00
6	Asphalt Paving - 4" Thick	7,004.00	SF	\$2.50	\$17,510.00
Total Price for above B. Asphalt Repair At Fuel Truck Parking (103' X 68') Items:					\$35,419.00
C. Asphalt Repair The C1A Taxiway (60' X 32')					
7	Remove Asphalt Paving	210.00	SY	\$4.30	\$903.00
8	Site Grading For New Asphalt Paving Section - Cut & Export 170 CY	50.00	CY	\$18.50	\$925.00
9	Asphalt Subgrade Reconditioning - 18" Thick	210.00	SY	\$3.70	\$777.00
10	Asphalt Class 6 Base Course - 8" Thick	100.00	TON	\$26.30	\$2,630.00
11	Asphalt Paving - 4" Thick	1,920.00	SF	\$3.30	\$6,336.00
Total Price for above C. Asphalt Repair The C1A Taxiway (60' X 32') Items:					\$11,571.00
D. Drainage Improvements At Western Sky Hangar					
12	Remove Site Concrete Walk And Valley Pan	60.00	SY	\$10.00	\$600.00
13	Remove Asphalt Paving	40.00	SY	\$5.00	\$200.00
14	Grading - Cut & Export 20 CY	20.00	CY	\$24.40	\$488.00
15	Concrete Subgrade Preparation	80.00	SY	\$5.70	\$456.00
16	Concrete Class 6 Base Course - 6" Thick	30.00	TON	\$28.70	\$861.00
17	Concrete Sidewalk & 4' Valley Pan	80.00	SY	\$72.80	\$5,824.00
18	Asphalt Subgrade Preparation	10.00	SY	\$15.20	\$152.00
19	Asphalt Class 6 Base Course - 8" Thick	8.00	TON	\$35.00	\$280.00
20	Asphalt Paving - 4" Thick	115.00	SF	\$9.20	\$1,058.00
21	12" SDR35 Storm Drain Piping	100.00	LF	\$33.20	\$3,320.00
22	6" SDR35 Roof Drain Connections	3.00	EACH	\$650.00	\$1,950.00
23	Rip Rap	40.00	SY	\$43.50	\$1,740.00
Total Price for above D. Drainage Improvements At Western Sky Hangar Items:					\$16,929.00

Total Bid Price: \$67,319.00

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Taxi lane C1A Repair
PURPOSE:	Information <input checked="" type="checkbox"/> Guidance <input type="checkbox"/> Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Staff recommends that the Board approve the award of the work to Skyline Contracting for \$11,571.00
LAST ACTION:	None
DISCUSSION:	<p>Staff has solicited quotes to repair a section of Taxi lane C1A that has sunk and is in need of repair. The repair is approximately 32' x 60' and will include repair/replacement of subbase material to prevent future sinking.</p> <p>This fix is in the 2016 budget.</p> <p>The repair will require that Taxi lane C1A be closed for approximately 2 days while the repairs take place. Staff will coordinate with affected tenants to make alternate arrangements for their aircraft should they need to fly during that period.</p>
FISCAL IMPACT:	\$11,571.00
COMMUNICATION STRATEGY:	None.
ATTACHMENTS:	Price Comparison
STAFFCONTACT:	Ben Johnson Office: 970.248.8596 Email: bjohnson@gairport.com

**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.

PRICE COMPARISON DOCUMENTATION

NAME OF PERSON COMPLETING FORM: Ben Johnson

DATE: August 2016

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: Asphalt Repair - C1A

Items 2: _____

Items 3: _____

PRICE COMPARISON TABLE

	Vendor Name	Vendor Name	Vendor Name	Vendor Name	Vendor Name
Vendor Contact Name, Phone, and Email	Skyline Contractors	Elam	G & G Paving		
Item 1 – Price Quotation	11,571	Came out and saw areas but failed to	13,924.90		
Item 2 – Price Quotation		respond with bid after multiple			
Item 3 – Price Quotation		attempts to contact			

PURCHASE AWARDED TO (VENDOR NAME): Item 1 - Skyline

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 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"/>



To:	Grand Junction Airport Authority	Contact:	Ted Balbier
Address:	2828 Walker Field Drive, Suite 301 Grand Junction, CO 81506	Phone:	
		Fax:	
Project Name:	GJ Airport Asphalt Repair & Drainage Improvements	Bid Number:	1
Project Location:	Grand Junction Regional Airport, Various Locations, Grand Junction, CO	Bid Date:	7/13/2016

Skyline Contracting, Inc. is pleased to provide you with a quotation on the above project, as follows:

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
A. General Condition					
1	Mobilization, Private Locates, And Security Badges	1.00	LS	\$3,400.00	\$3,400.00
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23	Rip Rap	40.00	SY	\$43.50	\$1,740.00
Total Price for above D. Drainage Improvements At Western Sky Hangar Items:					\$16,929.00

Total Bid Price: \$67,319.00

G and G Paving Construction, Inc.

516 Fruitvale Court, Suite A
Grand Junction, Colorado 81504
Phone: (970) 243-8307
Fax: (970) 243-1364

PROPOSAL

August 5, 2016

To: *Grand Junction Regional Airport*

800 Eagle Drive
Grand Junction, CO 81506

Project Name & Location: GJ Regional Airport

Contact Name: Ted Balbier

Phone Number: 270-0455

G & G Paving Construction is pleased to provide you with this proposal for the work listed below:

	Description	Unit	Quantity	Unit Price	Total Amount
Bid Item 1	Remove 2" of existing asphalt by Rotomilling and hauling to dump site and replace and level with 2" of new HBP.	LS	1	\$ 13,924.90	\$ 13,924.90
				<u>TOTAL =</u>	\$ 13,924.90
	<i>**Note** Total amount for each item listed above includes all Labor, Equipment, Materials and Mobilizations needed to perform the work.</i>				

THIRTEEN THOUSAND NINE HUNDRED TWENTY-FOUR AND 90/100 DOLLARS

Progress payments with total due on Completion.

A late charge of 18% per annum on all outstanding balances will be imposed upon past due accounts. Customer agrees to pay all costs of collection and a reasonable attorney fee if the account becomes delinquent and is referred for collection.

All materials are guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alterations or deviations from the above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over the above estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by workers compensation insurance.

Authorized Signature: _____
Note: We may withdraw this proposal if not accepted within 30 days

Acceptance of proposal- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance _____

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Landside Fog Seal Project
PURPOSE:	Information <input checked="" type="checkbox"/> Guidance <input type="checkbox"/> Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Staff recommends that the Board approve the award of the Landside Fog Seal Project to Galaxy Asphalt Preservation, and authorize the Executive Director to sign the quotation.
LAST ACTION:	None
DISCUSSION:	<p>The majority of the Landside streets were rebuilt in 2007 and 2008 and have yet to receive a preventative maintenance surface treatment. Typically it is recommended to apply a fog seal treatment every 5 to 8 years. In 2012 staff had a representative from Asphalt Systems, Inc. visit the airport to look at the condition of the asphalt. After looking at the pavement, signs of asphalt oxidation and raveling were observed. It was recommended that a fog seal should be performed soon to rejuvenate the pavement. As the 2016 budget was prepared it was decided to split our paved surfaces into three phases so that the cost would be spread over a three year period. The first phase was budgeted for this year and includes Walker Field Drive, Falcon Way, and the RV parking portion of the main terminal parking lot. A total of six companies were contacted for quotation and three quotes were received. Staff contacted the low bidder during the review of the quotations and verified that their quote includes any required surface preparation, and that the product application rate will be at 0.13 gallons per square yard.</p>
FISCAL IMPACT:	Galaxy Asphalt Preservation Quotation: \$24,725.00 2016 Budgeted Amount: \$44,000.00
COMMUNICATION STRATEGY:	None.
ATTACHMENTS:	Price Quotations
STAFFCONTACT:	Ben Peck Office: 970.248.8589 Email: bpeck@gjairport.com



Proposal

2462 Industrial Blvd.
 Grand Junction, CO 81505
 (970) 242-8487 * (970) 242-4467 Fax
 TOLL FREE 1-888-333-6539

PROPOSAL SUBMITTED TO:	Phone: 244-9100	Date: July 11, 2016
G.J. Regional Airport 800 Eagle Dr. Grand Junction, CO 81506 Atten: Shawn Stratton	Job Name & Address: Fog Seal Roads and Parking Lots G. J. Regional AIP	

We hereby propose to furnish the following services:

Furnish and apply a fog seal to roadways and parking areas **\$35,500.00**
 1. Broom all areas to be sprayed.
 2. Apply a fog seal using GSB-78 Sealer produced by Asphalt Systems at a rate of between 0.12 and 0.15 gal. per sy on an area of approximately 24,300 SY.

Provide traffic control during all fog seal applications on roadways

Restrip lines and arrows on roads and parking lots **\$5,875.00**
 1. Restrip all lines as is existing now.
 2. All thermoplastic arrows will only be restriped with paint.
 3. No beads will be used to restrip lines.

Notes:

1. Fog seal will be done during day time hours with roads being done one-half at a time until dry to allow traffic back on.
2. Traffic control will be the use of cones to close one lane at a time without the use of flaggers.

All quotes are made based upon the price and availability of asphalt at the time the quote is made. An adjusted quote will be provided prior to work beginning based on the price and availability of asphalt at that time. Either party may cancel this agreement based upon the increase in price. If asphalt becomes unavailable at any time during the project, Asphalt Specialists & Supply, Inc. shall not be liable for any costs due to delays or inability to complete the work. If the project is more than five (5) days in duration, the price will be adjusted upward or downward during the actual time of construction. This document and all terms contained herein are to be considered as incorporated and/or merged into any subsequent agreements signed between these parties and relating to the same work quoted.

The terms and conditions stated on page 2 are expressly made a part of this agreement. Asphalt Specialists & Supply, Inc. shall not be bound herein unless the owner provides satisfactory evidence of adequate financing.

Acceptance of Terms & Conditions

The prices, specifications, terms and conditions stated above and on page 2 are satisfactory and are hereby accepted.

Respectfully submitted,
ASPHALT SPECIALISTS & SUPPLY, INC.

by: _____
 Signature

date: _____

by: _____
Earl Elam, Estimator

 Printed name



TOLL FREE:
1-877-9-SEALCO

WWW.SEALCOINCORPORATED.COM

SHAWN STRATTON
GRAND JUNCTION REGIONAL AIRPORT
2828 WALKER FIELD DR
GRAND JUNCTION, CO
81506

PROJECT LOCATION 7/11/2016
PAVEMENT PRESERVATION

PROPOSAL

ESTIMATOR: JIM P.O.# BID # 16483

DESCRIPTION	QNTY	UNIT	TOTAL:
SealCo Spectrum Seal™ - Deepest Black Color - Extended Longevity SealCoat			
OUR PROPRIETARY, CUSTOM BLENDED ASPHALT SEALER SUPPLEMENTED WITH BLACK AGGREGATES, POLYMER ADDITIVES, AND DARK COLOR ENHANCERS.			
Spectrum Seal™ APPLICATION INCLUDES:			
CLEANING OF ASPHALT AS NEEDED.			
SPOT PRIMING OF OIL SPOTS - IF ANY.			
INCLUDES TRAFFIC CONTROL			
BLUE AREAS - 70,000 SF	1	12,000.00	12,000.00
GREEN AREAS - 47,000 SF	1	8,000.00	8,000.00
YELLOW AREAS - 86,000 SF	1	12,500.00	12,500.00
SUBTOTAL			32,500.00
RE-STRIPING OF EXISTING PARKING AREA MARKINGS.			
BLUE AREAS	1	1,500.00	1,500.00
GREEN AREAS	1	1,500.00	1,500.00
YELLOW AREAS	1	2,000.00	2,000.00
SUBTOTAL			5,000.00
SealCo™ - Highest Quality Products Best Customer Service - Before and After the Sale.			

READ BEFORE SIGNING - TERMS OF SALE - ESTIMATE VALID FOR THIRTY DAYS. THIS IS AN ESTIMATE ONLY. FINAL COST IS DETERMINED BY ACTUAL QUANTITY OF EACH PRODUCT CONSUMED. 50% OF ESTIMATE REQUIRED FOR DOWN-PAYMENT. FULL BALANCE DUE UPON COMPLETION. ACCOUNTS ARE DUE AND PAYABLE WITHIN FIVE DAYS OF PURCHASE. A FINANCE CHARGE OF 2% PER MONTH (ANNUAL PERCENTAGE RATE OF 24%) WILL BE ADDED TO ALL ACCOUNTS NOT PAID WITHIN FIVE DAYS FOLLOWING PURCHASE. IF PLACED FOR COLLECTION PURCHASER AGREES TO PAY ALL ATTORNEY AND COLLECTION COSTS. CONTRACTOR SHALL NOT BE HELD RESPONSIBLE FOR SAFETY VIOLATIONS OF OTHERS. ALL DIMENSIONS AND QUANTITIES ARE APPROXIMATE. ADDITIONAL COSTS WILL BE INCURRED DUE TO INTERFERENCE FROM VEHICLES AND/OR HINDRANCES FROM ANY SOURCE DURING AND/OR PRIOR TO APPLICATION. THE ABOVE TERMS AND COSTS ARE ACCEPTED. I UNDERSTAND THAT ADDITIONAL CHARGES MAY APPLY. YOU ARE HEREBY AUTHORIZED TO COMPLETE THE WORK, AND ANY ADDITIONAL WORK AS NEEDED.

VISA & MASTERCARD ACCEPTED

SIGNATURE & DATE:

P.O. BOX 778 GUNNISON, COLORADO 81230

GUNNISON 641-4260 MONTROSE 249-8612 GLENWOOD SPRINGS 945-4260 FAX: 970-641-2477

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Asset Disposal and Purchase Request		
PURPOSE:	Information <input checked="" type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Staff recommends that the Board approve the disposal of the 2013 Polaris Ranger, by trade, and Purchase of a 2016 Polaris Ranger from English Bros. Polaris.		
LAST ACTION:	None		
DISCUSSION:	<p>This is a scheduled replacement of the UTV used by Airside Operations staff. Typically, because of frequent use on the airfield on pavement and off, the Airport replaces this UTV every 2 to 3 years.</p> <p>This replacement is in the 2016 budget. Staff solicited quotes from the two Polaris dealers (one in Montrose).</p>		
FISCAL IMPACT:	2013 Polaris Ranger Trade Value	\$9,000.00	
	2016 Polaris Ranger Purchase	\$14,950.00	
	Net	\$5,950.00	
COMMUNICATION STRATEGY:	None.		
ATTACHMENTS:	Price Comparison		
STAFFCONTACT:	Ben Johnson Office: 970.248.8596 Email: bjohnson@gjairport.com		

**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.

PRICE COMPARISON DOCUMENTATION

NAME OF PERSON COMPLETING FORM: Fidel J. Lucero

DATE: 7-18-2016

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: Ops Polaris

Items 2: _____

Items 3: _____

Item 4: _____

PRICE COMPARISON TABLE

	Vendor Name	Vendor Name	Vendor Name	Vendor Name	Vendor Name
Vendor Contact Name, Phone, and Email	Grand Set. Power Sports. 263-4600	English Bros Polaris.			
Item 1 – Price Quotation	\$ 16190. ⁶⁸ No Trade!	\$14950 ⁰⁰ D.A. \$5950 ⁰⁰			
Item 2 – Price Quotation					
Item 3 – Price Quotation					

PURCHASE AWARDED TO (VENDOR NAME): _____

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

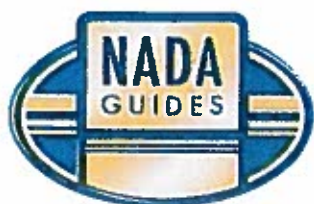
DEPARTMENT MANAGER APPROVAL: _____

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 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"/>



NADAguides Price Report

7/18/2016

2013 Polaris

Ranger 900 Xtreme Performance Browning
Limited Edition

Values

	Suggested List Price	Low Retail	Average Retail
Base Price	\$15,799	\$8,860	\$11,655
Options: <i>(add)</i>			
Polaris HD Integrated 4500 lb Winch	\$660	\$239	\$332
TOTAL PRICE:	\$16,459	\$9,099	\$11,987

Value Explanations

Prices shown are retail consumer values and are to be considered as selling prices. Trade-in values are to be determined by local dealers and are generally lower than values shown.

Suggested List — The manufacturer's (distributors) highest suggested list price in the U.S.A. when the unit was new. Unless indicated, the suggested list price does not include destination charges, dealer set-up, state or local taxes, license tags or insurance.

Low Retail Value — A low retail unit may have extensive wear and tear. Body parts may have dents and blemishes. The buyer can expect to invest in cosmetic and/or mechanical work. This vehicle should be in safe running order. Low retail vehicles usually are not found on dealer lots. **Low Retail is not trade-in value.**

Average Retail Value — An average retail unit should be clean without obvious defects. All rubber and cables should be in good condition. The paint should match and have a good finish. All lights and switches should work properly. The mileage should be within or slightly higher than the average range. This unit should also pass any emission inspection.

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CUSTOMER #

— Government Fleet Deal —

NAME <u>GS Regional Airport</u>		DATE <u>7/18/16</u>
ADDRESS		P.O./BUYER
CITY-STATE	ZIP	SALESPERSON
PHONE ()	NEXT DAY 2 DAY 3 DAY	
FAX ()	SPECIAL INSTRUCTIONS	
CREDIT CARD # <u>f luccc@s@gsairport.com</u>	EXP. DATE <u>8/31/16</u>	APPROVAL #

QTY	PART NUMBER	DESCRIPTION	PRICE
1		2016 Polaris Ranger 900 Hunter Edition <small>POLARIS RANGER CAMO</small>	\$14950.00
		SWAPPING ACCESSORIES FROM H-RANGER 900 TO H-RANGER 900	n/c
		TRADE IN 2014 Polaris Ranger 900 XP <small>EDITION</small> <small>BEARING</small>	9000
		WITHOUT SEEING DRIVING CONDITION	
			\$5950.00
		Sales Tax?	
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JULY 2016 PERFORMANCE

FINANCIAL RESULTS

Assets – The revenue bond sinking fund increases \$128,000 each month to pay for the semi-annual interest due June and December and the annual principal due in December. PFC restricted cash balance is consistent with the payment for the bond debt service.

Liabilities – Remaining balance of the 2009 Colorado SIB loan is \$1,328,000 with an annual debt service of \$465,000 and maturity of June 2019. Remaining balance of the 2007 Revenue Bonds is \$13,760,000 with an annual debt service of approximately \$1,540,000.

Aeronautical Revenue – aeronautical revenue is consistent with budget and prior year.

Non-Aeronautical Revenue – non-aero revenue amounts are consistent with current pricing, specifically the increase in the parking rate, and enplanements compared to prior year.

Operating Expense

1. Personnel expense is lower due to fewer than budgeted staff of 29 versus actual of 25.
2. Contract services are higher compared to budget and 2015 as legal expenses continue to drive up total operating expenses.

Non-operating Revenue/Expense – non-operating revenue/expense is consistent with budget and prior year, showing an increase in customer facility charges as a result of the increase from \$3.80 to \$4.00 per rental day.

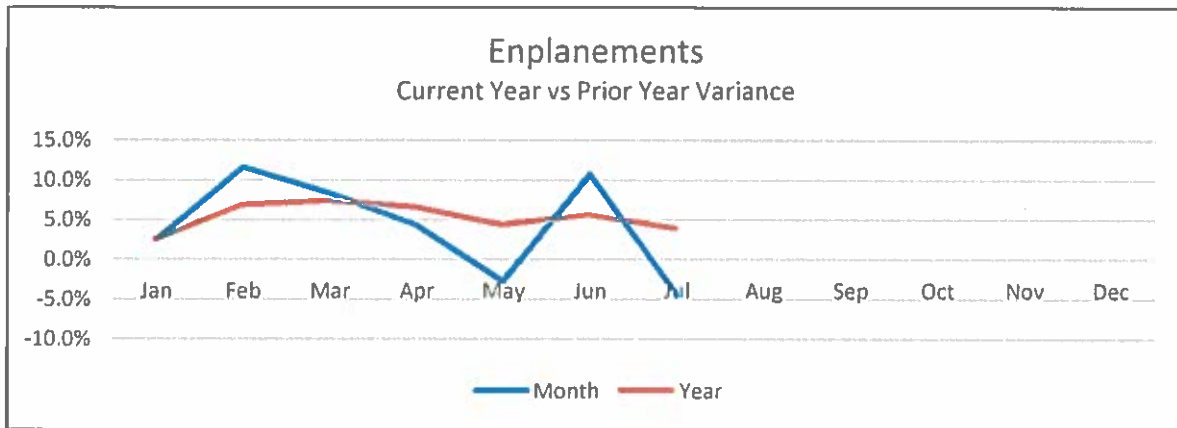
BOND UPDATE

- Staff requested bids for bond and disclosure counsel and after review of the 5 bids K&L Gates was selected. The engagement letter is available for review as part of the Action Items at this August board meeting.
- Staff will be providing the necessary information to bond counsel which will provide the foundation for the offering document. The first draft is expected by the end of August.
- Staff will be providing the total amount of requested new money to RBC once a decision is made as to what projects need to be completed. This discussion will take place at this August board meeting.
- We anticipate to have pricing in late October and closing in early November.

ENPLANEMENTS

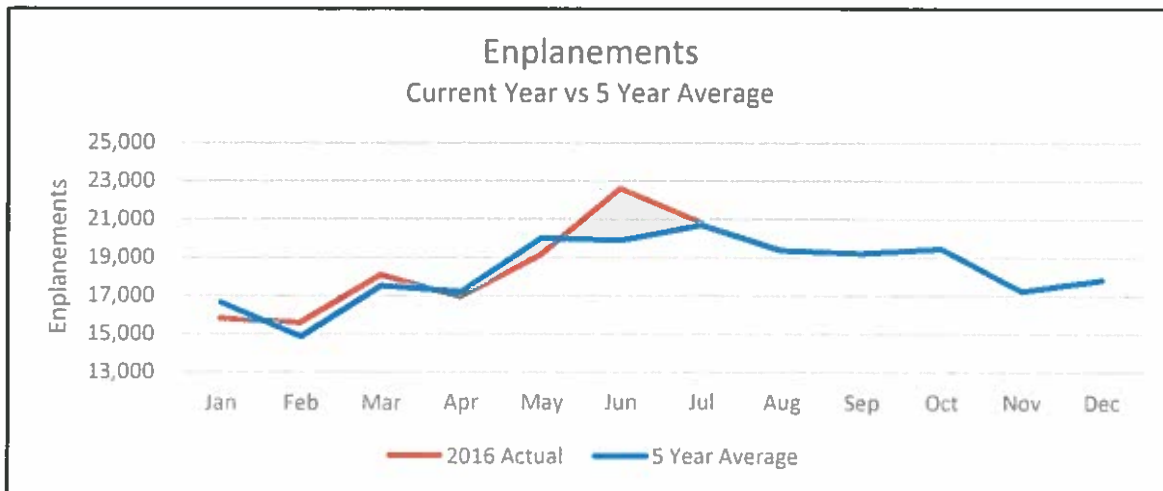
2016 vs 2015

	Month	Year to Date
2015	21,712	123,808
2016	20,774	128,543
Difference	(938)	4,735



Historical Average

	Month	Year to Date
5 Year Average	20,666	126,590
2016	20,774	128,543
Difference	108	1,953



Grand Junction Regional Airport Authority
Statements of Changes in Net Position

	YEAR TO DATE			MONTH		
	Actual 7/31/2016	Budget 7/31/2016	Actual 7/31/2015	Actual 7/31/2016	Budget 7/31/2016	Actual 7/31/2015
Operating revenue						
Aeronautical revenue						
Passenger airline revenue						
Passenger airline landing fees	297,099	267,000	275,787	57,734	47,000	40,109
Terminal rent	689,409	688,800	689,409	98,487	98,400	98,487
Other	48,350	56,000	46,420	6,575	8,000	5,550
Total passenger airline revenue	1,034,858	1,011,800	1,011,616	162,796	153,400	144,146
Non-passenger airline revenue						
Landing fees from cargo	59,683	52,000	54,344	10,870	9,000	9,579
Cargo and hangar rentals	29,534	29,534	29,534	4,219	4,219	4,219
Aviation fuel tax	107,946	149,000	147,541	5,953	27,000	26,149
Fuel flowage fees	272,698	271,000	245,658	46,236	39,000	43,634
Other	-	-	-	-	-	-
Total non-passenger airline revenue	469,861	501,534	477,077	67,278	79,219	83,581
Total aeronautical revenue	1,504,719	1,513,334	1,488,693	230,074	232,619	227,727
Non-aeronautical revenue						
Land and building leases	338,655	338,466	311,208	46,225	46,781	44,127
Terminal - food and beverage	23,397	24,120	24,455	7,593	3,446	3,494
Terminal - retail	19,688	14,000	18,317	2,745	2,000	3,396
Terminal - other	140,855	105,000	140,855	20,122	15,000	20,122
Rental cars	551,949	520,560	496,992	101,980	97,650	88,940
Parking and ground transportation	788,925	742,000	628,254	104,676	114,000	100,109
Other	47,804	55,000	56,890	9,020	10,000	10,962
Total non-aeronautical revenue	1,911,273	1,799,146	1,676,971	292,362	288,877	271,150
Total operating revenues	3,415,992	3,312,480	3,165,664	522,436	521,496	498,877
Operating expenses						
Personnel compensation and benefits	1,003,478	1,211,132	1,015,525	143,284	163,775	141,545
Communications and utilities	167,784	184,429	166,022	26,414	26,258	27,131
Supplies and materials	125,830	161,297	103,050	13,500	19,410	10,489
Contract services	629,997	479,199	222,137	55,103	45,035	33,848
Repairs & maintenance	236,401	289,044	121,691	25,955	27,386	15,134
Insurance	53,110	53,763	51,778	7,598	7,924	7,729
Other	36,492	54,148	54,723	3,995	7,175	4,599
Total operating expenses	2,253,092	2,433,012	1,734,926	275,849	296,963	240,474
Operating income, before depreciation	1,162,900	879,468	1,430,738	246,587	224,533	258,403
Depreciation	-	-	-	-	-	-
Operating gain (loss)	1,162,900	879,468	1,430,738	246,587	224,533	258,403
Non-operating revenues (expenses)						
Passenger facility charges	518,499	503,000	496,168	74,031	88,000	77,591
Interest income	15,849	6,300	8,875	2,338	900	1,884
Interest expense	(411,463)	(411,465)	(440,768)	(58,540)	(58,540)	(62,740)
Customer facility charges	357,275	321,000	293,508	69,284	56,000	61,212
Capital contributions	747,272	827,232	-	707,890	713,470	-
Capital expenditure	(990,465)	(1,013,602)	(224,347)	(785,817)	(788,848)	(193,210)
Debt principal payments	(210,031)	(210,031)	(203,865)	-	-	-
Other	-	-	-	-	-	-
Total non-operating revenue	26,936	22,434	(70,429)	9,187	10,982	(115,263)
Excess of revenues over (under) expense	1,189,836	901,902	1,360,309	255,774	235,515	143,140

Grand Junction Regional Airport Authority
Statements of Net Position

	<u>7/31/2016</u>	<u>12/31/2015</u>
Current assets		
Cash and cash equivalents	6,878,295	6,265,142
Accounts receivable - operations	506,726	501,573
Accounts receivable - grants	-	22,379
Prepaid expenses	85,085	77,851
Total current assets	<u>7,470,106</u>	<u>6,866,945</u>
Restricted assets		
Passenger facility charges	1,498,565	1,779,152
Revenue bond reserve fund	1,376,000	1,460,000
Revenue bond sinking fund	621,803	182,452
Customer facility charge	607,578	538,310
Lease deposits	160,953	150,953
Total restricted assets	<u>4,264,899</u>	<u>4,110,867</u>
Pension deferred outflow	331,456	331,456
Capital assets, net	<u>58,942,759</u>	<u>58,942,759</u>
Total non-current assets	<u>63,539,114</u>	<u>63,385,082</u>
Total assets	<u><u>71,009,220</u></u>	<u><u>70,252,027</u></u>
Current liabilities		
Accounts payable	119,692	166,671
Accounts payable - capital	165,817	463,701
Accrued expenses	278,142	375,913
Lease deposits	160,953	150,953
Current portion of note payable	423,096	423,096
Current portion of bonds payable	875,547	875,000
Total current liabilities	<u>2,023,247</u>	<u>2,455,334</u>
Non-current liabilities		
Net pension liability	2,136,600	2,136,600
Pension deferred inflow	105,192	105,192
Note payable, net of current portion	1,114,764	1,114,764
Bonds payable, net of current portion	12,891,015	12,891,562
Total non-current liabilities	<u>16,247,571</u>	<u>16,248,118</u>
Total liabilities	<u>18,270,818</u>	<u>18,703,452</u>
Net position		
Net investment in capital assets	43,638,337	43,638,337
Restricted for debt service and capital assets	3,496,368	3,421,604
Unrestricted	5,603,697	4,488,634
Total net position	<u>52,738,402</u>	<u>51,548,575</u>
Total liabilities and net position	<u><u>71,009,220</u></u>	<u><u>70,252,027</u></u>



GRAND JUNCTION REGIONAL AIRPORT

MONTHLY ENGINEER UPDATE

Comments by: Eric Trinklein, Armstrong Consultants, Inc.

Date: 10 August 2016

Seal Coat and Remark (AIP 52)

Work was completed by Straight Stripe Painting out of St. George, Utah in July. The project was completed on-time and within the project budget. Work was completed entirely at night in a time window of 11:45pm until 5:45am in order to facilitate commercial traffic operations. Commercial operations were not impacted during this project. This project will help preserve the useful life of Runway 11/29 and Taxiway A.

Wind Cone, Segmented Circle, and Edge Lighting Modifications (AIP 52)

Work was completed by Pro Electrical Contractors from Cedaredge, Colorado in July. The project was completed on-time. Extra work was completed by the Contractor which was necessary to achieve a quality project. Funding for the additional work was available within the grant. Additional work was also provided to bury a cable located in the work area. This work was tracked separately, however, Pro Electric did not charge for this work. This work scope was required by a Part 139 inspection. The Segmented Circle/Wind Cone is now located outside the Taxiway Object Free area and complies with FAA requirements. Additionally, the taxiway lighting circuit on the Runway 4/22 intersection has been modified so that Taxiway and Runway lights no longer conflict.

Connector Taxiway Mill and Overlay (AIP 52)

Work is being performed by Elam Construction out of Grand Junction, Colorado. Work is scheduled to be complete by the end of August. Currently, about 10% of the project is complete. This work is removing and replacing some of the lowest rated pavement on GJT. This work will remove the Foreign Object Debris (FOD) generating surface, and replace it with a new surface meeting FAA requirements. Work is being accomplished at night after the last commercial flight and prior to the first commercial flight in the morning. Impacts to the GJT daily operations are being reduced by only allowing three connector closures at a time, without allowing adjacent connector closures.

The project is currently behind schedule. Elam has failed three asphalt test sections to date. A test section meeting FAA requirements must be provided prior to production paving. The August 20 completion time of this project will most likely not be met.

East Terminal Air Carrier Apron (AIP 54)

Bids were opened for this project on August 3 and Interstate Highway Construction out of Englewood, Colorado is the apparent low bidder. The existing air carrier apron was constructed in 1982. The concrete has deteriorated due to alkali-silica reactivity (ASR) which is a significant source of foreign object debris (FOD). The project is in the Award and Grant approval process. Construction work is anticipated to start in early spring 2017. Work will begin immediately to obtain schedules, review materials, and receive project documentation from the contractor once the contracts, bonding, and insurance are received.

Runway 11/29 Relocation (Design Only) (AIP 55)

This project will construct a new Runway 11/29 637.5 feet to the north of the existing runway. This design effort will provide Geotechnical Evaluation, Topographical Survey, coordination with BLM, and conceptual design of the entire project.

The scope of work is currently under review with FAA. This is the first step toward the construction project which will take approximately 10-years to complete. The overall project encompasses a massive coordination, design, and construction effort involving, GJT, Airport Users, several levels of the FAA lines of business, contractors, and Armstrong. Armstrong is very appreciative to have the opportunity to be participate in this project.

Once the scope of work is determined fees will be calculated and GJT will perform the independent fee estimate concurrently.

Department of Energy Calibration Pad Maintenance (DOE Funding Only)

This project is completely funded by the DOE. This work will include cold milling of the existing concrete calibration pads utilized by the DOE on the leased area. As part of the work effort DOE will fund a mill and overlay of the asphalt pavement adjacent to the pads. The project is currently in the scoping phase between Armstrong and the DOE's contractor. Work is anticipated to begin in June 2017. Armstrong will coordinate all work with Airport staff and facilitate FAA involvement as required.

Additional Notes

Special thanks to Ben Johnson, Brian Harrison, Chance Ballegeer, Ted Balbier, and the night operations crew for their extra work. Extra coordination was provided by Airport staff to obtain Security Badges, complete NOTAMs, and provide detailed insight to the various functions of the Airport. The staff has been a great resource to GJT with their professional approach to provide quality work as well as continue safe and secure operations of the airport.



Status of Engineering Services As of August 11, 2016

Grant No.	T.O.	Project Name	Current Status	Completion	Next Milestone
3-08-0027-052-2015	D	TW Mill & Overlay	Construction	August 2016	Complete Construction
3-08-0027-052-2015	D	Seal Coat and Remark RW 11/29 and TW A	Construction Complete	August 2016	Close Out
3-08-0027-052-2015	D	WindCone and Edge Lighting	Construction Complete	August 2016	Close Out
3-08-0027-054-2016	J	East Terminal Air Carrier Apron Reconstruction (Construction)	Bid Opened	2016	Grant Offer and Award
3-08-0027-055-2016		Replace Runway 11/29 (Design Only)	Draft Scope	August 2016	Final Scope and IFE
N/A	H	Off Airport Property Maps	Draft		Final Proofs for Printing
N/A	H	Lease Parcel Map	Draft		Final Proofs for Printing
N/A		GA Development Area	In-Process		Draft Scope of Work

Completed Items

Grant No.	T.O.	Project Name	Current Status	Completion	Next Milestone
3-08-0027-053-2015	F	RW 11/29 Mods to Standards Analysis	Complete	Draft Complete August 4 th	Awaiting FAA comments
N/A	C	Ground Radar Bidding	Complete	April 2015	
N/A	B	Land Release Approval/Exhibit A	Complete	12/31/15	
N/A	A	RW Geotech Analysis	Complete	August 2014	
3-08-0027-053-2015	E	Terminal Air Carrier Apron Reconstruction (Design Only)	Complete	July 2016	
N/A	G	GRSS	Complete	Spring 2016	Phase 2

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Pre-security food location
PURPOSE:	Information <input checked="" type="checkbox"/> Guidance <input type="checkbox"/> Decision <input type="checkbox"/>
RECOMMENDATION:	<p>Staff recommends the Board allow staff to enter into negotiations with Tailwinds (current food/beverage concessionaire) to consider an amendment to their current agreement with the Authority, for the use of the second floor meet & greet area (the current board conference room) to be used for a food/bar & retail service on the pre-security side of the terminal.</p>
LAST ACTION:	None
DISCUSSION:	<p>As part of the Request For Proposal (RFP) which resulted with Tailwind's being awarded as the food/beverage concessionaire for GJT, the RFP pre-security food service was offered by Tailwind in their submittal. At the time staff and Tailwind had not decided on a location or method to permit this food service offering in the pre-security area of the terminal.</p> <p>Staff have since been in discussions with Tailwind on optimal locations and offerings of service. One idea presented by Tailwind was to have a telephone ordering system at the first floor, near the baggage claim, where the Denver Air passengers typically gather before the flight. However, during this discussion it was proposed to have a more "permanent" solution on the second floor.</p> <p>The proposed location for a more permanent type of food/beverage & retail service would be the second floor meet & greet area (also currently used as the board conference room). This would allow a much more expansive food/beverage & retail selection and provide Tailwind the ability to have a more professional look and feel to the traveling public.</p>
FISCAL IMPACT:	TBD.
ATTACHMENTS:	None
STAFF CONTACT:	Kip Turner, Executive Director Office: 970.248.8588 Email: kturner@gjairport.com

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Terminal Renovation
PURPOSE:	Information <input checked="" type="checkbox"/> Guidance <input type="checkbox"/> Decision <input type="checkbox"/>
RECOMMENDATION:	
LAST ACTION:	None
DISCUSSION:	<p>The attached memorandum from Mead & Hunt is a summary of the recommendations and cost estimates as part of the Terminal Area Plan project. These recommendations from Mead & Hunt are described as Terminal Survival Recommendations.</p> <p>The cost of the recommendations will be used to request additional debt as part of the 2007 Bond Refund (Refund). The Refund was approved at the July board meeting.</p>
FISCAL IMPACT:	TBD.
ATTACHMENTS:	Mead & Hunt terminal renovation recommendations
STAFF CONTACT:	Kip Turner, Executive Director Office: 970.248.8588 Email: kturner@gairport.com



Memorandum

To: Kip Turner
From: Ryan Hayes, Mark McFarland, Mark Sorenson, Scot Whitney (Mead & Hunt) and David W. Lewis (S.A. Miro)
Date: 27 July 2016
Subject: Terminal Renovation Recommendations and Cost Estimates
GJT/Grand Junction Regional Airport

Overview

Based on the 2016 Update to the BCER Terminal Building Assessment, conducted as part of the on-going Terminal Area Plan Amendment project, the Airport has requested an estimate of the absolute minimum level of renovation necessary to make the terminal building safe and functional for at least the next 10 years. It is important to note that many of the building components and systems have reached or exceeded their useful life and that very few recommendations from the 2011 BCER Assessment have been completed in the last 5 years. Consequently, this minimum level of renovation will also be referred to as the Terminal Survival Recommendations. In other words, without completing these recommended renovations, the Airport risks losing its ability to process arriving and departing commercial passengers and thus, risks its survival. The list of survival recommendations and rough order of magnitude (ROM) construction cost estimates and construction plus soft/contingency costs for each recommendation are as follows:

Item/Issue	ROM Construction Cost	ROM +Soft/Con. Costs*
Mechanical		
HVAC, total replacement	\$2,960,000	\$4,410,400
Structural Foundation and Building Frame Integrity		
Repair beams in lower level and in terminal roof, install monitoring gauges on precast panels, structural foundation, floor slab & geotechnical investigation	\$126,000	\$187,740
Code Compliance/Life Safety		
Smoke evacuation system for atrium, fire alarm upgrade, emergency and egress lighting and exit stair enclosures	\$1,400,000	\$2,086,000
Other		
Roof, electrical and escalators	\$1,206,000	\$1,796,940
Total	\$5,651,000	\$8,481,080

*Includes 7.5% construction contingency, 15% Contractor overhead/profit, 20% soft costs, 5% design contingency

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	2013 Project at 800 Eagle Drive
PURPOSE:	Information <input checked="" type="checkbox"/> Guidance <input type="checkbox"/> Decision <input type="checkbox"/>
RECOMMENDATION:	
LAST ACTION:	None
DISCUSSION:	<p>The attached memorandum from Mead & Hunt is a summary of the recommendations and cost estimates for the future of the 2013 Project (formerly known as the Administration Building).</p> <p>The cost of the recommendations will be used to request additional debt as part of the 2007 Bond Refund (Refund). The Refund was approved at the July board meeting.</p>
FISCAL IMPACT:	TBD.
ATTACHMENTS:	Mead & Hunt options and cost estimates
STAFF CONTACT:	Kip Turner, Executive Director Office: 970.248.8588 Email: kturner@gairport.com



Memorandum

To: Kip Turner
From: Ryan Hayes, Mark McFarland, Mark Sorenson, Laurie Goscha, Scot Whitney, Scott Lind
Date: 19 July 2016
Subject: Administration/ARFF Building Options and Cost Estimates
GJT/Grand Junction Regional Airport

Overview

The purpose of this memo is to provide Mead & Hunt's analysis and update to four potential options for the partially constructed Administration/ARFF Building at Grand Junction Regional Airport.

Background

Construction was halted on the Administration/ARFF Building in early 2014 at which time the contractor had been paid approximately 51% of the construction contract. Since this time, the site has been fenced off and the building has been left exposed to the elements, including two winter seasons. In the fall of 2014, Architectural Alliance Group (AAG) reviewed the condition of the site and facility, assessed the level of completion of the project, identified potential deficiencies in the work and provided four options for the facility. Their findings are described in "Report No. 01 - Evaluation and Assessment Report" dated October 30, 2014 and in "Report No. 02 - Evaluation and Assessment Report" dated November 21, 2014. Mead & Hunt has reviewed the original construction documents, AAG's reports, and photos along with a list of stored materials provided by Grand Junction Regional Airport. As we did not perform a detailed survey of the work, we have taken AAG's assessment regarding the project's level of completion as accurate. We have considered the options presented and the condition of the facility as described by AAG and have used our experience, knowledge, and resources to evaluate each option. Projected costs include the construction cost escalated to the year noted, design and construction contingencies, anticipated permits and construction and testing as A/E fees and associated costs and are as follows:

Option 1 – Tear Down of Building

Spring 2017: \$1,064,400

This option includes salvaging the stored materials (stone masonry and roofing) and selling them to the highest bidder followed by the complete demolition of the partially constructed Administration/ARFF Building. Concrete and steel may be salvaged for recycling by contractors, reducing the cost of demolition. Existing utilities would be capped and abandoned below-grade and the site would be regraded and seeded. With this option, the site could remain or be developed for some other purpose. AAG estimated the cost of this work to be \$661,839. Mead & Hunt agrees with AAG's assessment of this work and estimates the cost of this option if construction begins in Spring 2017 at \$1,064,400.

Option 2 – Temporary Protection

Spring 2017: \$33,800

AAG's Report 01 describes temporary protection measures to include items of work already completed by GJT staff and the following remaining items: regrading of the site to direct water away from the building and fastening of the ARFF roof decking to the structure. This option does not enclose the exterior of the building to protect the concrete slabs or exposed structural steel. After a more in-depth review of the information provided, Mead & Hunt determined that the building elements which are currently subjected to

winter conditions are those which suffer only minor deterioration due to weather. The existing cracking in the concrete slabs appear to have been caused by the lack of isolation joints more than weather. While these slabs are subject to further deterioration due to freeze/thaw, it is already recommended that the elevated slabs be removed and replaced in options 3 and 4. As such, providing temporary enclosure to the building does not appear to offer payback to justify the cost of the work and is not included in this option. With this option, the building remains in its incomplete state, moving the cost to complete the work further down the road. Mead & Hunt agrees with AAG's assessment of this work and estimates the cost of this option if construction begins in Spring 2017 at \$33,800.

**Option 3 – Finish the Building Exterior as Originally Planned – Value Engineer Interior
Spring 2018: \$5,842,400**

This option completes the construction of the exterior walls of the Administration/ARFF Building as originally planned and designed. As depicted in AAG's Report 02, the Ground Level and Second Level interior build out would be reduced to create open office space or rental space for other tenants. AAG estimated savings of \$700,000 - \$900,000 for this option. Mead & Hunt agrees with AAG's approach, however, the cost savings appear to be optimistic. It is anticipated that at the conclusion of this option, the building would be occupied and would therefore include complete mechanical, electrical, plumbing, fire protection and technology systems. While minor savings may be had on these systems by eliminating interior walls, the primary savings will be the cost of the removed interior walls, doors, and finish items. Countering the savings are costs associated with removing and replacing the existing damaged floor slabs, retaining another A/E to modify the drawings, rebidding costs and the contractor's remobilization costs. As such, Mead & Hunt estimates the cost of this option if construction begins in Spring 2018 at \$5,842,400. This option results in an occupiable building which could be leased to another entity producing revenue for the airport. In addition, this option provides space for the Administration to occupy should a terminal project come to fruition.

**Option 4 – Finish the Building as Originally Planned and Designed
Fall 2017: \$6,410,500**

This option completes the construction of the entire Administration/ARFF Building as originally planned and designed. It is assumed that the existing stored materials are available and in good condition for use in the project. It is further assumed that approximately 50% of the existing elevated floor slabs will need to be removed and replaced. AAG estimated the cost of this option to be between \$2,735,129 - \$3,555,669. Mead & Hunt has taken a different approach to evaluating the anticipated cost for this work. We calculated the remaining labor and material costs from the contractor's pay application, added re-buyout for a handful of contractors, anticipated the premium the contractors will charge to rebid partially complete work and added on the Contractor's anticipated fees. This option does not include any design contingency as the project is already designed and includes limited A/E fees. Based upon these factors, Mead & Hunt estimates the cost of this option if construction begins in Fall 2017 at \$6,410,500. This option results in the completion of the administration building for use as originally intended. In addition, this option provides space for the Administration to occupy should a terminal project come to fruition.

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Resolution No. 2016-004: 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. 2016-004: Revised Resolution Concerning Execution of Documents Pertaining to Bank Accounts.
LAST ACTION:	At the March 2016 Board Meeting, the board adopted resolution 2016-003 which amended the previous banking resolution, added the Airport Operations Manager.
DISCUSSION:	The banking resolution is amending the March 2016 resolution adding the Executive Director and removing the Airport Facilities Manager.
FISCAL IMPACT:	None
COMMUNICATION STRATEGY:	None
ATTACHMENTS:	Resolution No. 2016-004: Revised banking resolution. A resolution concerning execution of documents pertaining to bank accounts.
STAFF CONTACT:	Ty Minnick Email: tminnick@gjairport.com Office: 970-248-8593

Resolution No. 2016-004
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, Executive Director, Airport Operations Manager or Finance Manager 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 Airport Operations 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 \$2,000, 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 and garnishments and sales tax:**

<u>Steve Wood</u>	Chairman
<u>Paul Nelson</u>	Vice Chairman
<u>Kip Turner</u>	Executive Director
<u>Ben Johnson</u>	Airport Operations 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, and garnishments and sales tax**) in an amount equal to or greater than **\$2,000 shall have two (2) such signatories, as follows:**

- Chairman; AND/OR
- Vice Chairman; AND
- Executive Director OR
- Airport Operations 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, Executive Director, Airport Operations Manager, or Finance Manager 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 Airport Operations 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 \$2,000, and (B) all payroll and payroll related expenditures, including but not limited to, payments for tax withholding, payments for retirement and 401(k) contributions, and garnishments and sales tax:**

<u>Steve Wood</u>	Chairman
<u>Paul Nelson</u>	Vice Chairman
<u>Kip Turner</u>	Executive Director
<u>Ben Johnson</u>	Airport Operations 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, garnishments and sales tax**) in an amount equal to or greater than \$2,000 shall require two (2) such signatures as follows:

- Chairman; AND/OR
- Vice Chairman; AND
- Executive Director; OR
- Airport Operations 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

PASSED AND ADOPTED this ____ day of _____, 2016.

Victoria Villa, Clerk

Chairman

Verification

_____, first duly sworn, deposes and states that he has read the foregoing Resolution and that the same is true and correct to the best of his knowledge and belief.

Chairman

STATE OF COLORADO }
 } SS
COUNTY OF MESA }

Subscribed and sworn before me this ____ day of _____, 2016.

Notary Public

My commission expires _____

Board Members Voting AYE _____

Board Members Voting NAY _____

Grand Junction Regional

Airport Authority

Agenda Item Summary

TOPIC:	Resolution No. 2016-005: Appointment of a Budget Officer
PURPOSE:	Information <input type="checkbox"/> Guidance <input type="checkbox"/> Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Staff recommends the Board appoint the Finance and Accounting Manager to be the budget officer for the 2017 budget.
LAST ACTION:	In August 2015 the Board appointed the “Finance and Accounting Manager” to be the budget officer.
DISCUSSION:	<p>Colorado Statutes/Colorado Revised Statutes /TITLE 29 GOVERNMENT - LOCAL/GENERAL PROVISIONS/ARTICLE 1 BUDGET AND SERVICES/PART 1 LOCAL GOVERNMENT BUDGET LAW OF COLORADO/29-1-104. By whom budget prepared.</p> <p><u>29-1-104. By whom budget prepared.</u></p> <p>The governing body of each local government shall designate or appoint a person to prepare the budget and submit the same to the governing body.</p> <p>The budget officer is responsible for submitting the proposed budget to the board and to publish the Notice of Budget.</p>
FISCAL IMPACT:	None.
COMMUNICATION STRATEGY:	To be determined.
ATTACHMENTS:	1. Resolution No. 2016-005
STAFF CONTACT:	Ty Minnick Email: tminnick@gairport.com Office: 970-248-8593

**Grand Junction Regional Airport Authority
Resolution No. 2016-005: Appointment of a Budget Officer**

WHEREAS, the Local Government Budget Law of Colorado, §§ 29-1-101, et seq., C.R.S., requires the Board to hold a public hearing on proposed budgets and amendments Thereto, to adopt budgets, and to file copies of the budgets and amendments thereto; and

WHEREAS, the Grand Junction Regional Airport Board of Commissioners desires to appoint an officer for the Airport to who shall be designated as the budget officer required to prepare and submit to the Board a proposed annual budget by October 15, pursuant to §§ 29-1-104 and 29-1-105(3)(d), C.R.S.;

NOW, THEREFORE, BE IT RESOLVED BY THE GJRAA BOARD OF COMMISSIONERS THAT:

1. The Board designates _____, to serve as the budget officer, and to submit a proposed budget to the Board by October 15, and, in cooperation with legal counsel, to schedule a public hearing on the proposed budget; to prepare a final budget, budget resolutions and amendments to the budget, if necessary; and to file the approved budgets and amendments thereto with the proper governmental agencies in accordance with the Local Government Budget Law of Colorado.

The effective date of this Resolution is the date passed and approved below.

PASSED AND ADOPTED this 16th day of August, 2016.

Victoria Villa, Clerk

Steve Wood, Chairman

Verification

_____ first duly sworn deposes and states that he has read the foregoing Resolution and that the same is true and correct to the best of his knowledge and belief.

STATE OF COLORADO }
 } SS
COUNTY OF MESA }

Subscribed and sworn before me this _____ day of _____, 2016.

Notary Public

My commission expires _____

Board Members Voting AYE

Board Members Voting NAY

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Mesa County Federal Mineral Lease District Grant Application/Resolution
PURPOSE:	Information <input type="checkbox"/> Guidance <input type="checkbox"/> Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Staff recommends the Board pass Resolution 2016-006, supporting an application for a Mini Grant not to exceed \$50,000 to the Mesa County Federal Mineral Lease District (MCFMLD)
LAST ACTION:	None
DISCUSSION:	<p>The MCFMLD has opened its Fall 2016 grant cycle with approximately \$1.2 Million dollars available for grants. Staff has identified a suitable project and is preparing the grant application for a Mini Grant. Mini Grants are capped at \$50,000 and require no local matching funds.</p> <p>The project would add recommended safety and security upgrades to the passenger terminal building.</p> <p>In 2014, a Department of Homeland Security, Visible Intermodal Prevention and Response (VIPR) Team performed a vulnerability assessment at the Airport and identified some measures the Airport could take to increase the security of the Airport. Among those recommendations were adding surveillance cameras to the terminal and placing vehicle barriers in front of the terminal.</p> <p>Staff is still working out details and costs of the camera systems given the current bandwidth constraints of the Airport's intranet. Adding cameras may require network upgrades as well. Staff is working to have a project cost breakdown by the Board Meeting.</p> <p>Staff is proposing to submit a grant application for a Mini-Grant for up to \$50,000 to cover these projects.</p> <p>The application requires the Board to pass a resolution in support of the application.</p>
FISCAL IMPACT:	\$50,000
COMMUNICATION STRATEGY:	N/A
ATTACHMENTS:	1. Resolution 2016-006
STAFF CONTACT:	Ben Johnson bjohnson@gjairport.com Office: 970-248-8596

**Grand Junction Regional Airport
Resolution No. 2016-006: Federal Mineral Lease District Grant Application**

**Resolution Supporting the Grant Application for a Planning Grant from the
Mesa County Federal Mineral Lease District for a
Passenger Terminal Safety and Security Upgrades**

WHEREAS, the Grand Junction Regional Airport Authority (“GJRAA”) is a political subdivision of the State of Colorado, and therefore an eligible applicant for a grant awarded by the Mesa County Federal Mineral Lease District (“MCFMLD”); and

WHEREAS, GJRAA desires to submit a Grant Application for a planning grant requesting a total award not to exceed \$50,000; and

WHEREAS, GJRAA supports the completion of the project if a grant is awarded by the MCFMLD.

NOW, THEREFORE, BE IT RESOLVED BY THE GJRAA BOARD OF COMMISSIONERS (“The Board”) THAT:

1. The above recitals are hereby incorporated as findings by The Board
2. The Board authorizes Kip Turner, Executive Director to sign the grant application
3. The Board strongly supports the Grant Application that will be submitted by GJRAA and has appropriated matching funds for a grant with Mesa County Federal Mineral Lease District.
4. If the grant is awarded, The Board strongly supports the completion of the project.
5. The Board of GJRAA authorizes the expenditure of funds necessary to meet the terms and obligations of any grant awarded pursuant to a Grant Agreement with the MCFMLD.
6. If a grant is awarded, the Board hereby authorizes Steve Wood, Chairman, to sign a Grant Agreement with the MCFMLD

The effective date of this Resolution is the date passed and approved below.

PASSED AND ADOPTED this 16 day of August, 2016.

Victoria Villa, Clerk

Chairman

Verification

_____ first duly sworn, deposes and states that he has read the foregoing Resolution and that the same is true and correct to the best of his knowledge and belief.

COUNTY OF MESA } SS
 }

Subscribed and sworn before me this _____ day of _____, 2016.

Notary Public

My commission expires _____

Board Members Voting AYE

Board Members Voting NAY

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	AIP 54 Grant Offer and Co-Sponsorship Agreements
PURPOSE:	Information <input type="checkbox"/> Guidance <input type="checkbox"/> Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	<p>Staff recommends the Board authorize the Chairman to execute the following:</p> <ol style="list-style-type: none">1. Grant Agreement 3-08-0027-054-20162. City of Grand Junction Co-Sponsorship Agreement3. Mesa County Co-Sponsorship Agreement
LAST ACTION:	<p>The Board approved the airports AIP grant application for this project on November 17, 2015.</p> <p>Task Order J was approved at the March 15, 2016 Regular Board Meeting for Armstrong Consultants to begin work on this project.</p>
DISCUSSION:	<p>The FAA has issued the grant for the 2016 AIP project to reconstruct the Terminal Air Carrier Apron- Phase I.</p> <p>Mesa County and the City of Grand Junction are required by the FAA to be Co-Sponsors with the Airport on all AIP grants. On the following dates, staff will present the Grant Offers and Agreements to the City and the County and obtain necessary approvals to execute the Agreements.</p> <ul style="list-style-type: none">• August 22, 2016 – County Commission• August 17, 2016 – City of Grand Junction
FISCAL IMPACT:	<p>AIP 54 Terminal Air Carrier Apron Reconstruction – Phase I</p> <p>Federal AIP Grant (Entitlement Funds) - \$4,222,273.00 State Match - \$125,000.00 Local Match - \$344,141.50</p> <p>Total- \$4,691,414.50</p>
ATTACHMENTS:	<ol style="list-style-type: none">1. AIP Grant Agreement AIP 542. Co-Sponsorship Agreement – Mesa County3. Co-Sponsorship Agreement – City of Grand Junction



U.S. Department
of Transportation
**Federal Aviation
Administration**

Northwest Mountain Region
Colorado · Idaho · Montana · Oregon · Utah
Washington · Wyoming

Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, CO 80249

[Date]

The Honorable Phyllis Norris, Mayor
City of Grand Junction
250 North Fifth Street
Grand Junction, Colorado 81501

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

Mr. Steve Wood, Chairman
Grand Junction Regional Airport Authority
800 Eagle Drive
Grand Junction, Colorado 81506

Dear Mayor Norris, Commissioner Pugliese and Mr. Wood:

We are enclosing 4 copies of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-08-0027-054-2016 at the Grand Junction Regional Airport. Please read this letter and the Grant Offer carefully.

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

- The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than [Grant Expiration Date], in order for the grant to be valid.
- The Sponsor's attorney must sign and date the grant agreement *after* the Sponsor.
- You may not make any modification to the text, terms or conditions of the grant offer.
- We ask that you return one executed copy of the Grant Offer. Please keep the other copies of the grant for your records.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Please note Grant Condition No. 6 requires you to complete the project without undue delay. To ensure proper stewardship of Federal funds, **you are expected to submit payment requests for reimbursement of allowable incurred project expenses in accordance with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status which will impact future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports are due within 30 days of the end of a reporting period as follows:
 1. Non-construction project: Due annually at end of the Federal fiscal year.
 2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

Once the project is completed and all costs are determined, we ask that you close the project without undue delay and submit the final closeout report documentation as required by FAA's Denver Airports District Office.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards. **A copy of a "Single Audit Certification Form" is enclosed.** Please complete and return a copy to our office with the executed Grant Agreement. Please make a copy for your files.

Marc Miller is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. If you should have any questions, please contact Marc at (303) 342-1282.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

John P. Bauer
Manager, Denver Airports District Office

Enclosures



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	<u>[Enter Grant Offer Date]</u>
Airport/Planning Area	<u>Grand Junction Regional Airport</u>
AIP Grant Number	<u>3-08-0027-054-2016 (Contract No. DOT-FA16NM-10XX)</u>
DUNS Number	<u>156135394</u>

TO: County of Mesa, Colorado; City of Grand Junction, Colorado; and the Grand Junction Regional Airport Authority
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated November 30, 2015, for a grant of Federal funds for a project at or associated with the Grand Junction Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Grand Junction Regional Airport (herein called the "Project") consisting of the following:

Rehabilitate East Terminal Air Carrier Apron (Construction)

which is more fully described in the Project Application.

NOW THEREFORE, according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 90.00 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$[Enter Grant Amount].
 The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
 \$0 for planning
 \$[Enter Airport Development or Noise Program Amount] for airport development or noise program implementation
 \$0 for land acquisition.
2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the project period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.
 The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).
 The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application and as accepted by the FAA to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before [Enter Date When Offer Expires], or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered

Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.**
 - A. **Requirement for System for Award Management (SAM):** Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. **Requirement for Data Universal Numbering System (DUNS) Numbers**
 1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
 2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
 3. **Data Universal Numbering System:** DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-606-8220) or the Internet (currently at <http://fedgov.dnb.com/webform>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
17. **Maximum Obligation Increase for Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- A. may not be increased for a planning project;
 - B. may be increased by not more than 15 percent for development projects;
 - C. may be increased by not more than 15 percent for a land project.
18. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor: (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.
20. **Ban on Texting When Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts
21. **Trafficking in Persons.**
- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, and subrecipients of private or public Sponsors (private entity). Prohibitions include:
 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;

2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
1. Is determined to have violated the Prohibitions; or
 2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either—
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR part 1200.
22. **Exhibit “A” Property Map.** The Exhibit “A” Property Map date November 2009, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.
23. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word “Sponsor” as used in the application and other assurances is deemed to include all co-sponsors.
24. **Co-Sponsorship Agreement:** The FAA in tendering this Grant Offer on behalf of the United States recognizes the existence of a Co-Sponsorship Agreement between the County of Mesa, Colorado and the City of Grand Junction, Colorado. By acceptance of the Grant Offer, said parties assume their respective obligations as set forth in said Co-Sponsorship Agreement. It is understood and agreed that said Agreement will not be amended, modified, or terminated without prior written approval of the FAA.
25. **Current FAA Advisory Circulars for AIP Projects:** The sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the *Current FAA Advisory Circulars Required For Use In AIP Funded and PFC Approved Projects*, dated December 31, 2015, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
26. **Assurances:** The Sponsor agrees to comply with the Assurances attached to this offer, which replaces the assurances that accompanied the Application for Federal Assistance.
27. **Pavement Maintenance Management Program:** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will
- 1) Follow FAA Advisory Circular 150/5380-6, “Guidelines and Procedures for Maintenance of Airport Pavements,” for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 - 2) Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - 3) Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 - a. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 1. location of all runways, taxiways, and aprons;
 2. dimensions;

3. type of pavement, and;
 4. year of construction or most recent major rehabilitation.
- b. Inspection Schedule.
1. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 2. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
- 4) Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
- a. inspection date;
 - b. location;
 - c. distress types; and
 - d. maintenance scheduled or performed.
- 5) Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

28. Projects Which Contain Paving Work in Excess of \$500,000: The Sponsor agrees to:

- 1) Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 - a. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.
 - b. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
 - c. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077).
 - d. Qualifications of engineering supervision and construction inspection personnel.
 - e. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
 - f. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- 2) Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
- 3) Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate

with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.

- 4) The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.
29. **Final Project Documentation:** The Sponsor understands and agrees that in accordance with 49 USC 47111, and the Airport District Office's concurrence, that no payments totaling more than 97.5 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be satisfactorily completed. Satisfactorily complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement; and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list.
30. **AGIS Requirements:** Airports GIS requirements, as specified in Advisory Circular 150/5300-18, apply to the project included in this grant offer. Final construction as-built information or planning deliverables must be collected according to these specifications and submitted to the FAA. The submittal must be reviewed and accepted by the FAA before the grant can be administratively closed.

#

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

(Signature)
John P. Bauer

(Typed Name)
Manager, Denver Airports District Office

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

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

Executed this _____ day of _____, 2016.

COUNTY OF MESA, COLORADO

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)
By: _____
(Printed Name of Sponsor's Authorized Official)
Title: _____
(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____, 2016.

By _____
(Signature of Sponsor's Attorney)

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

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.²

Executed this _____ day of _____, 2016.

CITY OF GRAND JUNCITON, COLORADO

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Printed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Designated Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____, 2016.

By _____

(Signature of Sponsor's Attorney)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.³

Executed this _____ day of _____, 2016.

GRAND JUNCTION REGIONAL AIRPORT AUTHORITY

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Printed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Designated Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____, 2016.

By _____

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT

This Supplemental Co-Sponsorship Agreement is entered into and effective this ____ day of _____, 2016, by and between the Grand Junction Regional Airport Authority (“Airport Authority”), and the City of Grand Junction (City).

RECITALS

A. The Airport Authority is a political subdivision of the State of Colorado, organized pursuant to Section 41-3-101 et seq., C.R.S. The Airport Authority is a separate and distinct entity from the City.

B. The Airport Authority is the owner and operator of the Grand Junction Regional Airport, located in Grand Junction, Colorado (“Airport”).

C. Pursuant to the Title 49, U.S.C., Subtitle VII, Part B, as amended, the Airport Authority has applied for monies from the Federal Aviation Administration (“FAA”), for the construction of certain improvements upon the Airport, pursuant to the terms, plans and specifications set forth in AIP Grant Application No. 3-08-0027-054-2016 (“Project”).

D. The FAA is willing to provide \$4,222,273.00 toward the estimated costs of the Project, provided the City of Grand Junction and Mesa County execute the Grant Agreement as co-sponsors with the Airport Authority. The FAA is insisting that the City and County execute the Grant Agreement as co-sponsors for two primary reasons. First, the City and County have taxing authority, whereas the Airport Authority does not; accordingly, the FAA is insisting that the City and County execute the Grant Agreement so that public entities with taxing authority are liable for the financial commitments required of the Sponsor under the Grant Agreement, should the Airport Authority not be able to satisfy said financial commitments out of the net revenues generated by the operation of the Airport. In addition, the City and County have jurisdiction over the zoning and land use regulations of the real property surrounding the Airport, whereas the Airport Authority does not enjoy such zoning and land use regulatory authority. By their execution of the Grant Agreement, the City and County would be warranting to the FAA that the proposed improvements are consistent with their respective plans for the development of the area surrounding the Airport, and that they will take appropriate actions, including the adoption of zoning laws, to restrict the use of land surrounding the Airport to activities and purposes compatible with normal Airport operations.

E. The City is willing to execute the Grant Agreement, as a co-sponsor, pursuant to the FAA’s request, subject to the terms and conditions of this Supplemental Co-Sponsorship Agreement between the City and Airport Authority.

Therefore, in consideration of the above Recitals and the mutual promises and representations set forth below, the City and Airport Authority hereby agree as follows:

AGREEMENT

1. By its execution of this Agreement, the City hereby agrees to execute the Grant Agreement, as a co-sponsor, pursuant to the FAA's request.
2. In consideration of the City's execution of the Grant Agreement, as co-sponsor, the Airport Authority hereby agrees to hold the City, its officers, employees, and agents, harmless from, and to indemnify the City, its officers, employees, and agents for:
 - (a) Any and all claims, lawsuits, damages, or liabilities, including reasonable attorney's fees and court costs, which at any time may be or are stated, asserted, or made against the City, its officers, employees, or agents, by the FAA or any other third party whomsoever, in any way arising out of, or related under the Grant Agreement, or the prosecution of the Project contemplated by the Grant Agreement, regardless of whether said claims are frivolous or groundless, other than claims related to the City's covenant to take appropriate action, including the adoption of zoning laws, to restrict the use of land surrounding the Airport, over which the City has regulatory jurisdiction, to activities and purposes compatible with normal Airport operations, set forth in paragraph 21 of the Assurances incorporated by reference into the Grant Agreement ("Assurances"); and
 - (b) The failure of the Airport Authority, or any of the Airport Authority's officers, agents, employees, or contractors, to comply in any respect with any of the requirements, obligations or duties imposed on the Sponsor by the Grant Agreement, or reasonably related to or inferred there from, other than the Sponsor's zoning and land use obligations under Paragraph 21 of the Assurances, which are the City's responsibility for lands surrounding the Airport over which it has regulatory jurisdiction.
3. By its execution of this Agreement, the Airport Authority hereby agrees to comply with each and every requirement of the Sponsor, set forth in the Grant Agreement, or reasonably required in connection therewith, other than the zoning and land use requirements set forth in paragraph 21 of the Assurances, in recognition of the fact that the Airport Authority does not have the power to effect the zoning and land use regulations required by said paragraph.
4. By its execution of this Agreement and the Grant Agreement, the City agrees to comply with the zoning and land use requirements of paragraph 21 of the Assurances, with respect to all lands surrounding the Airport that are subject to the City's regulatory jurisdiction. The City also hereby warrants and represents that, in accordance with paragraph 6 of the Special Assurances; the Project contemplated by the Grant Agreement is consistent with present plans of the City for the development of the area surrounding the Airport.
5. The parties hereby warrant and represent that, by the City's execution of the Grant Agreement, as a co-sponsor, pursuant to the FAA's request, the City is not a co-owner, agent, partner, joint venture, or representative of the Airport Authority in the ownership, management or administration of the Airport, and the Airport Authority is, and remains, the sole owner of the Airport, and solely responsible for the operation and management of the Airport.

Done and entered into on the date first set forth above.

GRAND JUNCTION REGIONAL AIRPORT
AUTHORITY

By _____
Kip Turner, Executive Director

CITY OF GRAND JUNCTION

By _____
Greg Caton, City Manager

SUPPLEMENTAL CO-SPONSORSHIP AGREEMENT

This Supplemental Co-Sponsorship Agreement is entered into and effective this _____ day of _____, 2016, by and between the Grand Junction Regional Airport Authority (“Airport Authority”), and Mesa County (“County”).

RECITALS

A. The Airport Authority is a political subdivision of the State of Colorado, organized pursuant to Section 41-3-101 et seq., C.R.S. The Airport Authority is a separate and distinct entity from Mesa County.

B. The Airport Authority is the owner and operator of the Grand Junction Regional Airport, located in Grand Junction, Colorado (“Airport”).

C. Pursuant to the Title 49, U.S.C., Subtitle VII, Part B, as amended, the Airport Authority has applied for monies from the Federal Aviation Administration (“FAA”), for the construction of certain improvements upon the Airport, pursuant to the terms, plans and specifications set forth in AIP Grant Application No. 3-08-0027-054-2016 (“Projects”).

D. The FAA is willing to provide approximately \$4,222,273.00 toward the estimated costs of the Projects, provided the City of Grand Junction and Mesa County execute the Grant Agreement as co-sponsors with the Airport Authority. The FAA is insisting that the City and County execute the Grant Agreement as co-sponsors for two primary reasons. First, the City and County have taxing authority, whereas the Airport Authority does not; accordingly, the FAA is insisting that the City and County execute the Grant Agreement so that public entities with taxing authority are liable for the financial commitments required of the Sponsor under the Grant Agreement, should the Airport Authority not be able to satisfy said financial commitments out of the net revenues generated by the operation of the Airport. In addition, the City and County have jurisdiction over the zoning and land use regulations of the real property surrounding the Airport, whereas the Airport Authority does not enjoy such zoning and land use regulatory authority. By their execution of the Grant Agreement, the City and County would be warranting to the FAA that the proposed improvements are consistent with their respective plans for the development of the area surrounding the Airport, and that they will take appropriate actions, including the adoption of zoning laws, to restrict the use of land surrounding the Airport to activities and purposes compatible with normal Airport operations.

E. The County is willing to execute the Grant Agreement, as a co-sponsor, pursuant to the FAA’s request, subject to the terms and conditions of this Supplemental Co-Sponsorship Agreement between the County and Airport Authority.

Therefore, in consideration of the above Recitals and the mutual promises and representations set forth below, the County and Airport Authority hereby agree as follows:

AGREEMENT

1. By its execution of this Agreement, the County hereby agrees to execute the Grant Agreement, as a co-sponsor, pursuant to the FAA's request.

2. In consideration of the County's execution of the Grant Agreement, as co-sponsor, the Airport Authority hereby agrees to hold the County, its officers, employees, and agents, harmless from, and to indemnify the County, its officers, employees, and agents for:

(a) Any and all claims, lawsuits, damages, or liabilities, including reasonable attorney's fees and court costs, which at any time may be or are stated, asserted, or made against the County, its officers, employees, or agents, by the FAA or any other third party whomsoever, in any way arising out of, or related under the Grant Agreement, or the prosecution of the Project contemplated by the Grant Agreement, regardless of whether said claims are frivolous or groundless, other than claims related to the County's covenant to take appropriate action, including the adoption of zoning laws, to restrict the use of land surrounding the Airport, over which the County has regulatory jurisdiction, to activities and purposes compatible with normal Airport operations, set forth in paragraph 21 of the Assurances incorporated by reference into the Grant Agreement ("Assurances"); and

(b) The failure of the Airport Authority, or any of the Airport Authority's officers, agents, employees, or contractors, to comply in any respect with any of the requirements, obligations or duties imposed on the Sponsor by the Grant Agreement, or reasonably related to or inferred therefrom, other than the Sponsor's zoning and land use obligations under Paragraph 21 of the Assurances, which are the County's responsibility for lands surrounding the Airport over which it has regulatory jurisdiction.

3. By its execution of this Agreement, the Airport Authority hereby agrees to comply with each and every requirement of the Sponsor, set forth in the Grant Agreement, or reasonably required in connection therewith, other than the zoning and land use requirements set forth in paragraph 21 of the Assurances, in recognition of the fact that the Airport Authority does not have the power to effect the zoning and land use regulations required by said paragraph.

4. By its execution of this Agreement and the Grant Agreement, the County agrees to comply with the zoning and land use requirements of paragraph 21 of the Assurances, with respect to all lands surrounding the Airport that are subject to the County's regulatory jurisdiction. The County also hereby warrants and represents that, in

accordance with paragraph 6 of the Special Assurances, the Project contemplated by the Grant Agreement is consistent with present plans of the County for the development of the area surrounding the Airport.

5. The parties hereby warrant and represent that, by the County's execution of the Grant Agreement, as a co-sponsor, pursuant to the FAA's request, the County is not a co-owner, agent, partner, joint venturer, or representative of the Airport Authority in the ownership, management or administration of the Airport, and the Airport Authority is, and remains, the sole owner of the Airport, and solely responsible for the operation and management of the Airport.

Done and entered into on the date first set forth above.

GRAND JUNCTION REGIONAL AIRPORT
AUTHORITY

By

Kip Turner, Executive Director

MESA COUNTY

By

Frank Whidden, County Administrator

Grand Junction Regional Airport Authority

Agenda Item Summary

TOPIC:	Award of Contract for AIP 54
PURPOSE:	Information <input type="checkbox"/> Guidance <input type="checkbox"/> Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Staff recommends the Board Authorize the Chairman to execute the Notice of Award and Contract with Interstate Highway Construction, Inc for the reconstruction of the Terminal Air Carrier Apron – Phase I.
LAST ACTION:	The Board approved the application for AIP-54 on November 17, 2015.
DISCUSSION:	<p>This project encompasses work to reconstruct the East half of the Terminal Air Carrier Apron.</p> <p>Work associated with AIP 54 was published for bid July 2016. Bids were opened August 3, 2016. Four bids were received.</p> <p>After careful review it was determined that the low bidder is Interstate Highway Construction, Inc and their bid in compliance with all IFB terms and conditions.</p> <p>The projects will begin Spring 2017 and is scheduled to last for 120 days.</p>
FISCAL IMPACT:	\$4,278,834.50
COMMUNICATION STRATEGY:	N/A
ATTACHMENTS:	<ol style="list-style-type: none">1. Armstrong Recommendation of Award2. Notice of Award and Contract
STAFF CONTACT:	Kip Turner kturner@gjairport.com Office: 970-248-8588



August 9, 2016

Mr. Kip Turner
 Grand Junction Regional Airport
 800 Eagle Drive
 Grand Junction, Colorado 81506

RE: Recommendation of Award - Grand Junction Regional Airport
 AIP No. 3-08-0027-054-2016
 Commercial Apron Phase 1 Construction

Dear Mr. Turner,

As you are aware, bids were received for the above mentioned project on August 3, 2016.

A great deal of effort was expended to attract bidders for this project. The project was advertised in the local paper for three consecutive weeks. The project was also listed in the advertisements of a local and national plan room. Five Contractors/Sub-Contractors purchased plans from the Armstrong Consultants, Inc. bidding website. A pre-bid meeting was held at the airport on July 20, 2016, prior to bid opening to answer questions and show the project to potential bidders.

Four bids were received. The bids were reviewed for math errors and other items of responsiveness. The tables below list a general review of bid responsiveness.

Company	Item	Action
Interstate Highway Construction, Inc.	Addendum	Acknowledged Addenda #1 & #2
	Bid Bond	Included for 5%
	Proposal Sheets 1-15	Completed and Signed
	List on Federal Debarred	No (Checked Federal System for Award Management Website 8/9/16)

Company	Item	Action
Oldcastle SW Group, Inc.	Addendum	Acknowledged Addenda #1 & #2
	Bid Bond	Included for 5%
	Proposal Sheets 1-15	Completed and Signed
	List on Federal Debarred	No (Checked Federal System for Award Management Website 8/9/16)

Company	Item	Action
Elam Construction	Addendum	Acknowledged Addenda #1 & #2
	Bid Bond	Included for 5%
	Proposal Sheets 1-15	Completed and Signed
	List on Federal Debarred	No (Checked Federal System for Award Management Website 8/9/16)

Company	Item	Action
Concrete Works	Addendum	Acknowledged Addenda #1 & #2
	Bid Bond	Included for 5%
	Proposal Sheets 1-15	Completed and Signed
	List on Federal Debarred	No (Checked Federal System for Award Management Website 8/9/16)

The following table shows the relationship of the bids to the Engineer's estimate:

	ENGINEER'S ESTIMATE	Interstate Highway Construction, Inc.	Oldcastle SW Group, Inc.	Elam Construction	Concrete Works
TOTAL	\$3,249,710.00	\$4,278,834.50	\$5,799,677.00	\$5,137,154.75	\$4,906,374.50

A bid tabulation is attached to this letter.

The DBE goal for the project is 2.66%. Interstate Highway Construction, Inc., has committed to meeting this goal. A Letter of Intent has been provided by the Contractor confirming DBE participation, and is summarized below:

Sub-Contractor	Work Item	Anticipated Amount
Cowboy Trucking	Trucking	\$65,000
Hot Shot Supply	Material Supply	\$19,000
Light Cap Industries	Manufacture and Supply of Materials	\$43,600

The budget for AIP 3-08-0027-054-2016 that needs to be developed for the Project includes federal, state, and local funds as shown below:

AIP NO. 54

	TOTAL	FAA	CDOT	LOCAL
		90%	5%	5%
Administration				
Advertising/IFE	\$5,000.00	\$4,500.00	\$0.00	\$500.00
Engineering				
Task Order J	\$412,580.00	\$0.00	\$0.00	\$0.00
Construction				
Schedule I	\$4,278,834.50	\$2,553,417	\$141,856.50	\$141,856.50
Total	\$4,696,414.50	\$4,226,773.00	\$125,000.00	\$344,641.50



We recommend awarding Schedule I Interstate Highway Construction, Inc. for a total of \$4,278,834.50 upon concurrence and the receipt of the grant offer from FAA.

Sincerely,

ARMSTRONG CONSULTANTS, INC.

<<ORIGINAL SIGNED BY>>

Eric Trinklein, P.E.

encl: Bid Tab
DBE Vendor Information
Sam.gov registration summary

cc: Marc Miller, FAA
Scott Storie, CDOT



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PASSWORD

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[Entity Overview](#)

Entity Registration

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- [POCs](#)

Exclusions

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- [Inactive Exclusions](#)
- [Excluded Family Members](#)

[RETURN TO SEARCH](#)

INTERSTATE HIGHWAY CONSTRUCTION, INC

DUNS: 007297657 CAGE Code: DHMG7
Status: Active

7135 S TUCSON WAY
CENTENNIAL, CO, 80112-3987,
UNITED STATES

Expiration Date: 03/19/2017

Purpose of Registration: All Awards

Entity Overview

Entity Registration Summary

Name: INTERSTATE HIGHWAY CONSTRUCTION, INC
Doing Business As: IHC
Business Type: Business or Organization
Last Updated By: Karen Stanton
Registration Status: Active
Activation Date: 03/19/2016
Expiration Date: 03/19/2017

Exclusion Summary

Active Exclusion Records? No



Vendor Information

CLOSE WINDOW  HELP

Vendor Information

Business Name Hot Shot Supply Co.
Owner Ms Erin Hartman
Address 5351 Lincoln St
 > [Map This Address](#) Denver, CO 80216
Phone 720-352-1869
Email Hotshotsupply@hotmail.com
Ethnicity Caucasian
Gender Female

Certification Information

Certifying Agency City and County of Denver
Certification Type DBE - Disadvantaged Business Enterprise
Certified Business Description Supplier of construction materials: Quickcrete, J-Drains, sealants, dowels, rebar cages, paving baskets, concrete blades, drills, tool sets, nail stakes, ADA pavers.

Work Codes

NAICS	NAICS Index
CO UCP NAICS 423320	Concrete building products merchant wholesalers
CO UCP NAICS 423330	Roofing materials (except wood) merchant wholesalers
CO UCP NAICS 423710	Handtools (except motor vehicle mechanics', machinists' precision) merchant wholesalers
CO UCP NAICS 423710	Power handtools (e.g., drills, sanders, saws) merchant wholesalers
CO UCP NAICS 444190	Other Building Material Dealers

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Vendor Information

CLOSE WINDOW  HELP

Vendor Information

Business Name LIGHTCAP INDUSTRIES, INC., DBA JC Supply & Manufacturing

Owner Ms. Connie Lightcap

Address 1612 S. CUCAMONGA AVENUE,
[> Map This Address](#) ONTARIO, CA 91761

Phone 909-373-1773

Fax 909-373-1785

Email connie@jcsupply.us

Website www.jcsupply.us

Ethnicity Caucasian

Gender Female

Certification Information

Certifying Agency Colorado Department of Transportation

Certification Type DBE - Disadvantaged Business Enterprise

Certified Business Description Manufacturer of dowel baskets

Work Codes

NAICS NAICS Index

CO UCP NAICS All Other Miscellaneous Manufacturing
339999

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**NOTICE OF AWARD
FOR
A.I.P. PROJECT NO. 3-08-0027-054-2016
GRAND JUNCTION REGIONAL AIRPORT**

TO: Interstate Highway Construction, Inc.
7135 S. Tucson Way
Englewood, CO 80112

The OWNER has considered the Bid submitted by you for the above described Work in response to its Invitation for Bids and Instructions to Bidders.

You are hereby notified that your Bid has been accepted in the amount of Four Million Two Hundred Seventy-Eight Thousand Eight Hundred Thirty-Four Dollars and Fifty Cents (\$4,278,834.50).

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Contractor's Performance, Payment and Maintenance Bonds and Proofs of Insurance within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds and Proofs of Insurance within fifteen (15) days from the date of this Notice, said Owner will be entitled to consider your Bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Owner.

Dated this _____ day of _____, 2016.

GRAND JUNCTION REGIONAL AIRPORT AUTHORITY, Owner

By _____, Chairman
Address: 800 Eagle Drive
Grand Junction, Colorado 81506
Telephone: (970) 244-9100

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

Interstate Highway Construction, Inc. , Contractor

By: _____ Date: _____

Title: _____ Telephone: _____

AGREEMENT FOR THE RECONSTRUCTION OF THE EAST TERMINAL AIR CARRIER APRON

This Agreement for the Reconstruction of the East Terminal Air Carrier Apron, (hereinafter "Agreement") is made and entered into this 16th day of August, 2016 by and between the Grand Junction Regional Airport Authority (hereinafter "Sponsor"), a body corporate and politic and constituting a political subdivision of the State of Colorado, and Interstate Highway Construction, Inc. (hereinafter "Contractor"), a Colorado Corporation:

WITNESSETH

WHEREAS, Sponsor received sealed proposals for the provision and furnishing of any and all labor, tools, supplies, equipment, and/or materials necessary and required for the Reconstruction of the East Terminal Air Carrier Apron, and which more fully defined and identified in A.I.P. Project No. 3-08-0027-054-2016, or A.C.I. Project No. 166350 (hereinafter "Project"); and

WHEREAS, Contractor submitted a sealed proposal to Sponsor for the Project; and

WHEREAS, the Project has been awarded to Contractor; and

WHEREAS, Contractor is willing and able to perform all of the work that is necessary and required to complete the Project; and

THEREFORE, for and in consideration of the fees, covenants, and agreements contained herein, and for other good and valuable consideration, it is agreed and understood between Sponsor and Contractor:

ARTICLE 1 CONTRACT DOCUMENTS

1.1 The Contract Documents consist of, and are defined as, the Invitation for Bids, the Instructions to Bidders, the Proposal, the Bid Bond, the Notice of Award, this Agreement, the Performance, Payment, and Maintenance Bonds, the Certification of Inclusion of Labor & EEO Requirements in Subcontracts, the Notice to Proceed, the Change Orders, the Applications for Payment, the Notice of Contractor's Settlement, Wage Rates, the General Provisions, the Technical Specifications, the Special Provisions, the Construction Safety and Phasing Plan, the Construction Management Plan, the Plans and Drawings, any Addenda issued prior to the execution of this Agreement, any written and signed modifications issued after the execution of this Agreement, and/or any other documents listed in this Agreement. These Contract Documents are incorporated herein and are a part of this Agreement.

ARTICLE 2 SCOPE OF WORK

2.1 Contractor is to complete the Project in accordance with the Contract Documents and in accordance with all codes and regulations governing the construction of the Project. Any work, materials, or equipment that may be reasonably inferred from the Contract Documents as being required to produce the intended result shall be supplied by Contractor whether or not specifically called for. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code, or laws or regulations in effect at the time of opening of bids and Contractor shall comply therewith. Sponsor shall have no duties other than those duties and obligations expressly set forth within the Contract Documents.

ARTICLE 3 CONTRACT TIME

3.1 Contractor agrees to undertake the performance of the Project on the date stated in the Notice to Proceed and agrees to fully complete the Project within one hundred-ten (110) calendar days (hereinafter "Contract Time") unless an extension of time is granted by Sponsor in accordance with the provisions of Section 80, Paragraph 7, of the General Provisions.

ARTICLE 4 DAMAGES

4.1 It is acknowledged that Contractor's failure to complete the Project within the Contract Time will cause Sponsor to incur substantial economic damages and losses of the types and in the amounts which are significantly difficult to compute and ascertain with any certainty as a basis for the recovery by Sponsor of actual damages, and that liquidated damages represent a fair, reasonable, and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, Contractor agrees that liquidated damages may be assessed and recovered by Sponsor as against Contractor and its Surety in the event of delayed completion and without Sponsor being required to present any evidence of the amount or character of actual damages sustained by reason thereof. Contractor shall be liable to Sponsor for payment of liquidated damages in the amount of One Thousand and No/100ths Dollars (\$1,000) for each day that the Project is delayed beyond the Contract Time as adjusted for any time extension that may be provided for by the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Sponsor without limiting Sponsor's right to terminate this Agreement for default as provided elsewhere herein. Additionally, Sponsor may hold all or part of any liquidated damages from payments that may be due to Contractor for the Project. The acceptance by Sponsor of such liquidated damages does not constitute a waiver by Sponsor of any other remedy, or limit Sponsor's claims for additional damages, that may be available at law or in equity, and Sponsor expressly reserves its right to pursue any available remedy and seek the recovery of any damages it may have sustained.

4.2 If Contractor fails to comply with any covenants or conditions of this Agreement, Sponsor may take such actions as Sponsor deems necessary to complete the Project using persons and entities selected by Sponsor. If Sponsor's costs of completing the Project exceed any unpaid amounts to Contractor for the Project, upon demand, Contractor shall reimburse Sponsor the difference between the actual cost of completion and the unpaid balance of any amounts that remain to be paid for the Project. Sponsor's rights and remedies under this section are not exclusive and are cumulative with any other rights and remedies Sponsor may have under this Agreement or applicable law. Notwithstanding the foregoing, and to the extent applicable, Sponsor shall have all available rights and remedies pursuant to Colorado's Construction Defect Action Reform Act, C.R.S. § 13-20-801, *et seq.*, as well as any and all other applicable federal, state, or local statutes, laws, rules, and/or regulations.

ARTICLE 5 TERMS OF PAYMENT

5.1 Sponsor agrees to pay Contractor in accordance with the price or prices set forth in Contractor's Proposal, for the total cost of the Project, or the "Contract Price," will be Four Million Two Hundred Seventy-Eight Thousand Eight Hundred Thirty-Four Dollars and Fifty Cents (\$4,278,834.50). Partial payments will be made for work completed on the Project during the

previous month, as well as for materials (invoice cost only) delivered to the site of the Project and which are properly and suitably stored.

5.2 Application for partial payments for stored materials must be accompanied by certified invoices showing all pertinent data that may be required by Armstrong Consultants, Inc. ("Engineer"), to verify the accuracy of the invoices and their relation to the stored materials. Failure to provide certified invoices will disqualify the materials in question from consideration for partial payment. Partial payments for work completed on the Project during the previous month will be made based on the Contractor's Application for Payment and any Recommendation of Payment made by Engineer. Sponsor will retain, from any partial payments, ten percent (10%) of the total amount due to Contractor based on the Contractor's Application for Payment and any Recommendation of Payment made by Engineer. However, nothing herein shall be construed as relieving Contractor and his, her, or its Sureties on the Contractor's Bond from any claim or claims for work or labor done, or materials or supplies furnished, as part of this Agreement and the completion of the Project.

5.3 It is the intent of Sponsor to make any partial payments in the following manner:

5.3.1. The Contractor shall submit to Engineer his Application for Payment no later than the next to last Friday of the month.

5.3.2. Engineer will, within 7 days after receipt, submit the Application for Payment to Sponsor for payment along with its Recommendation of Payment, noting any changes. The Sponsor will then make payment to Contractor when funds are received from the FAA and/or the State of Colorado and are available to Sponsor for payment to Contractor.

ARTICLE 6 BONDS & INSURANCE

6.1 At the time of the execution of this Agreement, Contractor shall provide the bonds that are required by the Contract Documents. The Performance Bond will be in an amount not less than one hundred percent (100%) of the Contract Price and shall provide for the completion of the Project in accordance with the Contract Documents, without additional cost to Sponsor. The Payment Bond will be in an amount not less than one hundred percent (100%) of the Contract Price and it shall provide for the payment of all Project costs in accordance with the Contract Documents, without additional cost to Sponsor. The Maintenance Bond will provide for the correction or replacement of any portion of the Project that is considered by Sponsor and/or Engineer to be defective in materials and workmanship for a period of one year following final acceptance of the Project, and it shall fully cover any and all of the costs of removal, correction, reconstruction, and any and all other related expenses in repairing or correcting the defective portions of the Project, without additional cost to Sponsor.

6.2 Contractor shall obtain, before beginning the Project, and maintain in full force at all times relevant to this Agreement, as well as assure that all persons or entities working on the Project obtain and maintain in full force at all times, insurance for the protection of claims under workers' compensation laws. Prior to commencing work on the Project, Contractor, at Sponsor's request, shall provide Sponsor with a certification of the maintenance of workers' compensation as required by this section. Contractor shall also maintain, in full force at all times relevant to this Agreement, public liability/commercial general liability insurance and property damage insurance with a limit of at least \$2,000,000 per occurrence. This insurance shall also include coverage for completed operations, contractual liability, and automotive liability and shall afford coverage for all claims for bodily injury, including death, and all claims for the destruction of, or damage to,

property arising out of or in connection with any work completed on the Project in regard to this Agreement, whether such work was done by Contractor or anyone directly or indirectly employed by Contractor or by a subcontractor. Additionally, Contractor shall name Sponsor and Engineer as additional named insureds on these insurance policies, with the exception of the Workers' Compensation Insurance. Contractor, at Sponsor's request, shall provide Sponsor with certificates of these insurance policies. Prior to the completion of the Project, Contractor's insurance required under this Agreement cannot be cancelled without at least ten (10) days prior written notice to Sponsor.

**ARTICLE 7
ACCESS TO RECORDS AND REPORTS**

7.1 Pursuant to 2 C.F.R. § 200.336 & 2 C.F.R. § 200.333, as well as any related Appendixes thereto, Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

**ARTICLE 8
AFFIRMATIVE ACTION REQUIREMENTS**

8.1 Pursuant to 41 C.F.R. Part 60-4 and Executive Order 11246, the following "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)" is hereby provided as follows:

8.1.1. The Contractor's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

8.1.2. The goals and timetables for minority and female participation, expressed in percentage terms for Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for Minority Participation in Each Trade	Goals for Female Participation in Each Trade
	10.2%	6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor is also subject to the goals for both federally funded and non-federally funded construction regardless of the percentage of federal participation in funding.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training shall be

substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project, for the sole purpose of meeting the Contractor's goals, shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

8.1.3. The Contractor shall provide written notification to the Director, Office of Federal Contract Compliance Programs (OFCCP), within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of subcontract; and the geographical area in which the subcontract is to be performed.

8.1.4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Grand Junction, Mesa County, Colorado.

ARTICLE 9 BREACH OF CONTRACT

9.1 Contractor agrees to comply with 2 CFR § 200 Appendix II(A), and any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

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

9.3 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

ARTICLE 10 BUY AMERICAN PREFERENCE

10.1 Contractor agrees to comply with 49 U.S.C. § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list. Contractor hereby agrees and warrants that it submitted all of the appropriate Buy America certification with its Proposal, offer, and/or bid.

ARTICLE 11 CIVIL RIGHTS

11.1 Contractor agrees that it will comply with all pertinent statutes, Executive Orders, and all rules or regulations that are promulgated to ensure that no person shall, on the grounds of race,

creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

11.2 This provision binds the contractor and subtier contractors and/or subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights-Act of 1964.

ARTICLE 12 CIVIL RIGHTS – TITLE VI ASSURANCES

Compliance with Nondiscrimination Requirements

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

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

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

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

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

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

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

12.6 Incorporation of Provisions: The contractor will include the provisions of paragraphs 12.1 through 12.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto.

The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

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

ARTICLE 13 CLEAN AIR & WATER POLLUTION CONTROL

13.1 Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Sponsor assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceeds \$150,000.

ARTICLE 14 CONTRACT WORKHOURS & SAFETY STANDARDS ACT REQUIREMENTS

14.1 Overtime Requirements.

No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

14.2 Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph 14.1 of this clause, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 14.1 of this clause.

14.3 Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 14.2 of this clause.

14.4 The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 14.1 through 14.4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 14.1 through 14.4 of this clause.

**ARTICLE 15
COPELAND "ANTI-KICKBACK" ACT**

15.1 Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

**ARTICLE 16
DAVIS-BACON REQUIREMENTS**

16.1 Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

16.2. Withholding.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or

mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

16.3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

16.4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or

otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

16.5. Compliance with Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

16.6. Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

16.7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

16.8. Compliance With Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

16.9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

16.10. Certification of Eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**ARTICLE 17
DEBARMENT AND SUSPENSION**

17.1 Contractor certifies that neither it nor its principals are presently debarred or suspended by any federal department or agency from participation in this Agreement and transaction.

17.2 Contractor will administer each lower tier subcontract that exceeds \$25,000 as a "covered transaction" and will verify that each lower tier participant is not debarred or otherwise disqualified from participation in the Project or in the performance of this Agreement by checking the System

for Award Management at <http://www.sam.gov> and by collecting a certification statement similar to the statement contained in Paragraph 17.1. If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered into the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

ARTICLE 18 DISADVANTAGED BUSINESS ENTERPRISE

18.1 Contract Assurance (§ 26.13) - The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

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

ARTICLE 19 DISTRACTED DRIVING

TEXTING WHEN DRIVING

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

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

ARTICLE 20 ENERGY CONSERVATION REQUIREMENTS

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

ARTICLE 21
EQUAL OPPORTUNITY CLAUSE AND SPECIFICATIONS

21.1 During the performance of this Agreement, Contractor agrees as follows:

21.1.1 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

21.1.2 Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

21.1.3 Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

21.1.4 Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

21.1.5 Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

21.1.6 In the event of Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

21.1.7 Contractor will include the sentence beginning Paragraph 21.1 and the provisions of Paragraphs 21.1.1 through this Paragraph 21.1.7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor

as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

21.2 Standard Federal Equal Employment Opportunity Construction Contract Specifications:

1. As used in these specifications:
 - A. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - B. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
 - C. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - D. "Minority" includes:
 1. Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
 2. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 3. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 4. American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - A. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - B. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - C. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred,

not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.

- D. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- E. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- F. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- G. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- H. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- I. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- J. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

- K. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - L. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - M. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - N. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - O. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - P. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under a through p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally,) the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 18.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

ARTICLE 22 FEDERAL FAIR LABOR STANDARDS ACT

22.1 This Agreement incorporates the provisions of 29 U.S.C. § 201, *et seq.*, by reference, and those provisions have the same force and effect as if fully set forth herein. Contractor has the responsibility to monitor compliance with these provisions, and Contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities, which is the U.S. Department of Labor, Wage and Hour Division, for the provisions of the Federal Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*

ARTICLE 23 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

23.1 Contractor agrees and certifies that no federal appropriated funds have been paid or will be paid, by or on behalf Contractor to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. However, if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a

Member of Congress in connection with a federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

23.2 This certification in Paragraph 23.1 is a material representation of fact upon which reliance was placed when this Agreement is entered into. This certification is a prerequisite for making or entering into this Agreement, as imposed by 31 U.S.C. §1352. If Contractor fails to provide this certification, it shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 24 PROHIBITION OF SEGREGATED FACILITIES

24.1 The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

24.2 "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

24.3 The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

ARTICLE 25 OCCUPATIONAL SAFETY & HEALTH ACT OF 1970

25.1 All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

ARTICLE 26 PROCUREMENT OF RECOVERED MATERIALS

26.1 Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,
- b) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/epawaste/consERVE/tools/cpg/products/

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

ARTICLE 27 RIGHT TO INVENTIONS

27.1 Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

ARTICLE 28 SEISMIC SAFETY

28.1 The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

ARTICLE 29 TERMINATION OF AGREEMENT

Termination for Convenience (Construction & Equipment Contracts)

29.1 The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.

4. Deliver to the owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the owner to protect and preserve property and work related to this contract that Owner will take possession.

Unless Owner determines that under the circumstances it would be unreasonable to do so, or if the actions and/or omissions of the Contractor, any subcontractor, or any design professional, caused the Owner to terminate this contract, Owner agrees to pay Contractor for:

- a) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- b) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- c) reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- d) reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

Termination for Default (Construction)

29.2 Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights and remedies associated with Owner termination of this contract due to the default of the Contractor.

ARTICLE 30 TRADE RESTRICTION CERTIFICATION

30.1 By submission of an offer, the Contractor certifies that with respect to this solicitation and any resultant contract, the Contractor –

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

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

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

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

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

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

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

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

ARTICLE 31 VETERAN'S PREFERENCE

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

ARTICLE 32 BONDING CLAUSES

32.1 Contractor agrees to furnish a performance bond for 100 percent of the Contract Price. This bond is to be executed in connection with this Agreement in order to secure fulfillment of all of Contractor's obligations under this Agreement.

32.2 Contractor agrees to furnish a payment bond for 100 percent of the Contract Price. This bond is to be executed in connection with this Agreement to ensure payment of all monies owed by Contractor under this Agreement and other Contract Documents.

ARTICLE 33 HOLD HARMLESS

33.1 Contractor shall release Sponsor and Engineer, and all of their agents, representatives, officers, employees, boards, directors, committees, and commissions, of any liability for, and shall protect, defend, indemnify, and hold Sponsor and Engineer harmless from and against all claims, demands, and causes of action of every kind and character that are asserted or brought on account of bodily injury, death, or damage to property as a result of the actions, omissions, negligence, gross negligence, and/or recklessness of Contractor or Contractor's agents, employees, representatives, invitees, licensees, subcontractors, or subcontractor's subcontractors. Contractor's indemnification obligations under this section shall be without regard to, and without any right to contribution from, any insurance maintained by Contractor. Additionally, Contractor's indemnity obligations under this section shall be supported by insurance, but this insurance requirement shall be a separate and distinct obligation from Contractor's indemnity obligations, and the insurance and indemnity obligations shall be separately and independently enforceable. Further, Contractor's indemnity obligations hereunder are not limited by any insurance coverage Contractor may have.

ARTICLE 34 CHANGE ORDERS

34.1 Changes in the scope of work for the Project or the performance of the work under this Agreement and any materials used may be accomplished after execution of the Agreement and without invalidating the Agreement. However, a change order shall be in writing and signed by Sponsor, Contractor, and Engineer. Sponsor agrees to promptly review and approve or disapprove change orders so as to not delay the Project. Change orders shall include notice to the Sponsor of the approximate increase in cost as a result thereof. Any revision to the Plans and Specifications that are approved by Owner or Engineer, if any, shall be considered to be a change order that has been approved by Owner when delivered to Contractor, requiring no further approval by Owner.

ARTICLE 35 SPONSOR CERTIFICATIONS

35.1 Sponsor hereby certifies and agrees that it has completed and prepared the following Certifications and Disclosures: a) the Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification; b) the Equipment and Construction Contracts Airport Improvement Program Sponsor Certification; c) the Project Plans and Specifications Airport Improvement Program Sponsor Certification; d) the Selection of Consultants Airport Improvement Program Sponsor Certification; e) Construction Project Final Acceptance Airport Improvement Program Sponsor Certification; f) the Drug-Free Workplace Airport Improvement Program Sponsor Certification; and g) Real Property Acquisition Airport Improvement Program Sponsor Certification. These Certifications and Disclosures are being attached to this Agreement and are to be considered fully incorporated in this Agreement by their reference herein.

**ARTICLE 36
DEBRIS REMOVAL**

36.1 Contractor shall, at all times, keep the work site reasonably free from the accumulation of waste materials or rubbish caused by its operations during its work on the Project. All waste and debris, tools or equipment, and surplus materials or machinery shall be removed as a condition of the substantial completion of the Project.

**ARTICLE 37
REQUIRED ACTIONS**

37.1 Contractor and Sponsor each agree that they will, at any time, take all actions and sign and deliver all documents reasonably required to fully perform this Agreement in accordance with its intent and provisions.

**ARTICLE 38
ATTORNEYS FEES & PUNITIVE DAMAGES**

38.1 In the event of litigation or arbitration to resolve any claim made by either party to this Agreement, Sponsor shall be entitled to its costs and attorney fees incurred as a result of such litigation or arbitration if it is determined to be the prevailing party. Each party hereto also intentionally waives all rights to recover punitive or exemplary damages from the other.

**ARTICLE 39
GOVERNING LAW**

39.1 This Agreement shall be interpreted and governed in accordance with the laws of the State of Colorado.

**ARTICLE 40
MODIFICATION OF AGREEMENT**

40.1 No subsequent modification of the terms of this Agreement shall be valid, binding on the parties, or enforceable unless made in writing and signed by the parties.

**ARTICLE 41
SEVERABILITY**

41.1 In the event any part of this Agreement is found to be void, illegal, invalid, or unenforceable under any present or future law, then the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though such part was deleted.

**ARTICLE 42
FACSIMILE OR ELECTRONIC SIGNATURES**

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

**ARTICLE 43
CAPTIONS**

43.1 The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part thereof.

**ARTICLE 44
BINDING EFFECT**

44.1 This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

IN WITNESS THEREOF, the parties have executed this Agreement on the date set forth next to their signatures.

CAUTION: READ BEFORE SIGNING.

CONTRACTOR
Interstate Highway Construction, Inc.

By: _____
Authorized Representative

Date: _____

SPONSOR:

By: _____
Steve Wood
Chairman of the Board

Date: _____

CONSTRUCTION PERFORMANCE & MAINTENANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Interstate Highway Construction, Inc.
7135 S. Tucson Way
Englewood, CO 80112

SURETY (Name and Principal Place of Business)

OWNER (Name and Address):
Grand Junction Regional Airport Authority
800 Eagle Drive
Grand Junction, Colorado 81506

CONSTRUCTION CONTRACT

Date: August 16th, 2016

Amount: \$4,278,834.50

Description (Name and Location):
Grand Junction Regional Airport
Grand Junction, Colorado
A.I.P. Project No. 3-08-0027-054-2016

BOND

Date (Not earlier than Construction Contract Date):

Amount: \$4,278,834.50

Modifications to this Bond Form: None

CONTRACTOR AS PRINCIPAL
Company: Interstate Highway Construction
(Corp. Seal)

SURETY
Company:
(Corp. Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:

CONSTRUCTION PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address): **SURETY (Name and Principal Place of Business)**
Interstate Highway Construction, Inc.
7135 S. Tucson Way
Englewood, CO 80112

OWNER (Name and Address):
Grand Junction Regional Airport Authority
800 Eagle Drive
Grand Junction, Colorado 81506

CONSTRUCTION CONTRACT
Date: August 16th, 2016
Amount: \$4,278,834.50
Description (Name and Location):
Grand Junction Regional Airport
Grand Junction, Colorado
A.I.P. Project No. 3-08-0027-054-2016

BOND
Date (Not earlier than Construction Contract Date):
Amount: \$4,278,834.50
Modifications to this Bond Form: None

CONTRACTOR AS PRINCIPAL
Company:
(Corp. Seal)

SURETY
Company:
(Corp. Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:

**CERTIFICATION OF INCLUSION OF LABOR
& EEO REQUIREMENTS IN SUBCONTRACTS**

A.I.P. PROJECT NO. 3-08-0027-054-2016 AIRPORT: Grand Junction Regional Airport
The Prime Contractor whose signature appears below certifies that a Subcontract was awarded on _____ to _____ to perform the following Work: _____

In the amount of \$ _____

All of the required clauses and certifications are incorporated into the Subcontract for this Work.

BY: _____, 2016
(Signature)

(Name and Title)

The Subcontractor whose signature appears below certifies that the following provisions of the Prime Contractor of the above A.I.P. project are incorporated into and made a part of its Subcontract:

<i>Access to Records and Reports</i>	<i>Federal Fair Labor Standards Act</i>
<i>Buy American Preference</i>	<i>Occupational Safety & Health Act</i>
<i>Civil Rights</i>	<i>Right to Inventions</i>
<i>Civil Rights – Title VI Assurances</i>	<i>Trade Restriction Certification</i>
<i>Disadvantaged Business Enterprise</i>	<i>Veteran's Preference</i>
<i>Energy Conservation Requirements</i>	<i>Seismic Safety</i>

Additional Provisions for AIP Funded Contracts that are \$2,000 and greater:

<i>Copeland Anti-Kickback</i>	<i>Davis Bacon Requirements</i>
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Additional Provision for AIP Funded Contracts that are \$3,000 and greater:

Distracted Driving

Additional Provisions for AIP Funded Contracts that are \$10,000 and greater:

<i>Affirmative Action Requirements</i>	<i>Recovered Materials</i>
<i>Equal Employment Opportunity</i>	<i>Termination of Contract</i>
<i>Prohibition of Segregated Facilities</i>	

Additional Provision for AIP Funded Contracts that are \$25,000 and greater:

Debarment and Suspension

Additional Provisions for AIP Funded Contracts that are \$100,000 and greater:

<i>Contract Work Hours and Safety Standards</i>	<i>Lobbying Federal Employees</i>
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Additional Provisions for AIP Funded Contracts that are \$250,000 and greater:

<i>Breach of Contract</i>	<i>Clean Air/ Water Pollution Control</i>
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The Subcontractor whose signature appears below also acknowledges responsibility under the Subcontract for including these clauses in any Lower Tier Subcontract.

_____, 2016
(Date)

By: _____
(Signature)

Interstate Highway Construction, Inc.
7135 S. Tucson Way
Englewood, CO 80112

(Name and Title)

APPLICATION FOR PAYMENT NO. _____

To the Grand Junction Regional Airport Authority (OWNER). Contract for the Grand Junction Regional Airport Improvements dated August 16th, 2016. OWNER'S A.I.P. Project No. 3-08-0027-054-2016. ENGINEER'S Project No. 166350. For Work accomplished through the date of _____.

ATTACH ITEMIZED LIST

Accompanying Documentation:	GROSS AMOUNT DUE	\$
_____	LESS 10% RETAINAGE	\$
_____	AMOUNT DUE TO DATE	\$
_____	LESS PREVIOUS PAYMENTS	\$
_____	AMOUNT DUE THIS APPLICATION	\$

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous Progress Payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of final acceptance of Project free and clear of all liens, claims, security interests and encumbrances.

Dated _____, 2016

Interstate Highway Construction, Inc.
CONTRACTOR

By _____

ENGINEER'S Recommendation:

This Application (with accompanying documentation) meets the requirements of the Contract Documents and payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated _____, 2016

Armstrong Consultants, Inc.
ENGINEER

By _____

OWNER'S Approval:

This Application is approved.

Dated _____, 2016

Grand Junction Regional Airport Authority
SPONSOR

By _____

APPLICATION FOR PAYMENT NO. FINAL

To the Grand Junction Regional Airport Authority (OWNER). Contract for the Grand Junction Regional Airport Improvements dated August 16th, 2016. OWNER'S A.I.P. Project No. 3-08-0027-054-2016. ENGINEER'S Project No. 166350. For Work accomplished through the date of _____.

ATTACH ITEMIZED LIST

Accompanying Documentation:	GROSS AMOUNT DUE	\$
_____	LESS 0% RETAINAGE	\$
_____	AMOUNT DUE TO DATE	\$
_____	LESS PREVIOUS PAYMENTS	\$
_____	AMOUNT DUE THIS APPLICATION	\$

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous Progress Payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through ____ inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of final acceptance of Project free and clear of all liens, claims, security interests and encumbrances.

Dated _____, 2016

Interstate Highway Construction, Inc.
CONTRACTOR

By _____

ENGINEER'S Recommendation:

This Application (with accompanying documentation) meets the requirements of the Contract Documents and payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated _____, 2016

Armstrong Consultants, Inc.
ENGINEER

By _____

OWNER'S Approval:

This Application is approved.

Dated _____, 2016

Grand Junction Regional Airport Authority
SPONSOR

By _____

Grand Junction Regional

Airport Authority

Agenda Item Summary

TOPIC:	Selection of bond counsel		
PURPOSE:	Information <input checked="" type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Staff recommends the Board appoint authorize the Chairman to execute the attached engagement letter.		

LAST ACTION: None.

DISCUSSION: As part of the 2007 bond refund, bond counsel representing the Airport was required to be selected. Staff received the following bids:

Firm	Fee
Ballard Spahr	\$90,000
Greenberg Traurig	\$65,000-\$75,000
K&L Gates	\$40,000
Kutak Rock	\$80,000
Hawkins Delafield & Wood	\$90,000

As a result of the bid amounts and discussion with RBC, the selected bond underwriter, K&L Gates located in Seattle, Washington was selected as bond counsel. The attorney to be used from K&L Gates is Cynthia Weed:

Since 1978, she has worked with public universities, colleges, cities, towns, counties, school districts and special districts which include general obligation bonds, revenue bonds, special assessment district financings, tax anticipation obligations, hospital debt, short-term obligations and industrial development bonds. Ms. Weed has been a member of the National Association of Bond Lawyers since 1980, has been a member of its Board of Directors and also acted as Chairperson of the Bond Attorneys Workshop for the year 2000. She is a Fellow in the American College of Bond Counsel; she is the current President of the College and also is a Board Member (serving a second term). Most recently, she was named Seattle's Public Finance Lawyer of the Year for 2012 by *Best Lawyers*.

FISCAL IMPACT:	\$40,000
ATTACHMENTS:	Engagement letter
STAFF CONTACT:	Ty Minnick Email: tminnick@gairport.com Office: 970-248-8593

August 5, 2016

Cynthia M. Weed
Cynthia.Weed@klgates.com

T +1 206 370 7801
F +1 206 370 6201

Mr. Steve Wood
Chairman of the Board
Grand Junction Regional Airport Authority
800 Eagle Drive
Grand Junction, CO 81506

**Re: Confirmation of Engagement -Grand Junction Regional Airport Authority
Revenue and Refunding Bonds, 2016 (the "Bonds")**

Dear Mr. Wood:

Thank you for asking K&L Gates LLP (the "Firm" or "K&L Gates") to represent the Grand Junction Regional Airport Authority (the "Authority"). We welcome this opportunity and look forward to working with you on this engagement.

I enclose our Terms of Engagement for Legal Services (the "Terms") which supplement this letter and include additional information regarding our legal services, our relations with our clients, our billing and payment arrangements, potential conflicts, and other matters. These Terms will apply to all matters on which we may represent you, except as you and we may otherwise expressly agree.

Please review this letter and the Terms carefully. If they are not consistent with your understanding of our engagement in any respect or if you have any questions concerning the nature and terms of our engagement, please contact me as soon as possible so that we can promptly address your concerns.

The Scope of Our Engagement

The Firm is being engaged to act as counsel solely for the Authority and not for any affiliated entity (including parents and subsidiaries), shareholder, partner, member, manager, director, officer or employee not specifically identified herein.

We further understand that we are to:

1. Advise the Authority with respect to the bond issuance process.
2. Advise the Authority concerning the legal requirements applicable to the issuance and sale of the Bonds.
3. Work with the Authority's selected financial institution, RBC Capital Markets (RBC), to coordinate and complete the Bond financing documents, including the Bond resolution and notices of special meeting (if applicable).
4. Review the new project list, as well as the projects financed by the bonds to be refunded, for tax compliance.
5. Coordinate the public hearing if required by federal tax law.
6. Coordinate the redemption process for the outstanding bonds being refunded, including the drafting of escrow agreement and redemption notices as applicable.
7. Attend meetings held by the Authority when requested by the Authority. I can arrange to be available by telephone during a meeting when it would be impractical to attend in person.
8. In addition, as suggested by RBC, we are acting as disclosure counsel and in that role, we are drafting the preliminary and final official statements for the Bonds and provide disclosure counsel opinions to the Authority and to RBC.
9. Prepare the closing documents and the Bond for execution by the Authority and subsequent delivery to the purchaser.
10. Coordinate the delivery and closing of the Bonds.
11. Deliver the final approving opinion of bond counsel to the Authority and RBC regarding validity of the Bonds.
12. Assemble, prepare and provide to the Authority and the purchaser transcripts of all proceedings and documentation in either bound paper form, soft cover volume or in CD-ROM or thumb drive format (or all of the foregoing, if the Authority so chooses).

K&L Gates will only provide legal services. We have not been retained, and expressly disclaim any obligation, to provide business or investment advice.

Our Charges

Our fee as bond counsel for this issue would be \$25,000. Our fee for disclosure counsel will be \$15,000. Fees are all inclusive. Fees are payable only upon the issuance of the Bonds, and there are no additional charges for expenses or follow-up inquiries.

Our Billing and Payment Arrangements

We will render our statement for professional services and related charges only upon completion and delivery of the Bonds and expect payment to be made within 30 days of your receipt of our statement.

Our Staffing of Your Engagement and Communications with You

I will be your principal contact with respect to the Firm's representation of the Authority. Our representation of you will be staffed by other partners, associates and other professional staff as may be appropriate under the circumstances. We will endeavor to keep you apprised of significant developments in the course of our engagement, to consult with you about our work on an ongoing basis and to obtain your direction on critical issues.

You should contact me with any questions you may have about our work or any other aspect of our representation of you. You can reach me at the office (206-370-7801) or on my mobile telephone (206-618-6050) at your convenience.

Conflicts of Interest

We have searched the Firm's conflicts database and have disclosed to you any ethical conflicts of interest, as defined by the applicable rules of professional conduct, that existed at the time. Such conflicts, if any, have been resolved to your and to our satisfaction. With respect to conflicts of interest that may arise in the future during our engagement by you, the Terms includes a Conflict of Interest section in which you agree to a limited, prospective waiver. This means that, if all the conditions set forth therein are met, including that the matter is not substantially related to the matters we handled or are handling for you, the Firm 1) may represent another client in a matter in which its interests are adverse to your interests, and 2) may represent as a client any individual or entity that is or has been adverse to you. Please review this section, as well as all other sections of the Terms, in detail.

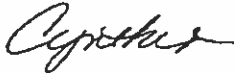
Our Agreement

In providing legal services to you, absent timely advice from you to the contrary, we will act in reliance upon the understanding that this letter and the enclosed Terms constitute our mutual understanding with respect to the terms of our retention. If you proceed with the use of our services, please sign and return to me the enclosed copy of this letter in order that we each have a fully-executed copy for our files.

On behalf of K&L Gates, I thank you for the opportunity to represent the Grand Junction Regional Airport Authority. We look forward to serving you.

Very truly yours,

K&L GATES LLP



Cynthia M. Weed

Enclosure: Terms of Engagement for Legal Services

Cc: Benjamin M. Wegener

I confirm our engagement of K&L Gates LLP as set forth herein and in the enclosed Terms of Engagement.

Grand Junction Regional Airport Authority

Steve Wood
Chairman of the Board

Date: _____

K&L GATES LLP

TERMS OF ENGAGEMENT FOR LEGAL SERVICES

Thank you for selecting K&L Gates LLP ("K&L Gates") to represent you and to provide legal services as described in our engagement letter. These Terms of Engagement for Legal Services (the "Terms"), together with our engagement letter, set forth the basis upon which K&L Gates will provide legal services to you. Absent a contrary agreement between us, we will understand that our engagement letter and these Terms supersede any prior oral understandings between us and together form the contract ("Engagement Contract") for our initial engagement and any subsequent assignments upon which you and we may mutually agree.

We believe it is important to establish clearly the basic terms of our engagement at the outset. Accordingly, if you have any questions concerning these Terms, please contact the lawyer responsible for your engagement so that your questions or concerns may be addressed and resolved promptly.

INTRODUCTION

K&L Gates comprises multiple affiliated entities: a limited liability partnership named K&L Gates LLP qualified in Delaware ("K&L Gates-US," the "Firm," or "we" or "us" as the context requires) and maintaining offices in certain states throughout the United States and in a number of international multiple affiliated entities.¹

¹ K&L Gates comprises multiple affiliated entities: a limited liability partnership named K&L Gates LLP qualified in Delaware ("K&L Gates-US," the "Firm," or "we" or "us" as the context requires) and maintaining offices in certain states throughout the United States and in Beijing ("K&L Gates LLP Beijing Representative Office"), Berlin, Doha, Dubai, Frankfurt, Munich, Seoul ("K&L Gates LLP Seoul Foreign Legal Consultant Office"), Shanghai ("K&L Gates LLP Shanghai Representative Office"), and Singapore; an Australian multi-disciplinary partnership maintaining offices in Brisbane, Melbourne, Perth and Sydney ("K&L Gates-AUS"); a limited liability partnership (also named K&L Gates LLP); incorporated in England and Wales and maintaining offices in London and Paris ("K&L Gates-UK"); a Delaware general partnership ("K&L Gates Belgium") maintaining an office in Brussels; a Hong Kong general partnership ("K&L Gates, Solicitors") maintaining an office in Hong Kong; a professional association established and organized under the laws of Italy named Studio Legale Associato with an office in Milan; a general partnership organized under the laws of Brazil named K&L Gates LLP - Consultores em Direito Estrangeiro/Direito Norte-Americano, with an office in São Paulo; a Taiwan general partnership ("K&L Gates") maintaining an office in Taipei; a joint enterprise formed in accordance with Japanese regulations ("K&L Gates Gaikokuho Joint Enterprise") maintaining an office in Tokyo; and a Polish limited partnership ("K&L Gates Jamka sp.k") maintaining an office in Warsaw.

OTHER K&L GATES ENTITIES

You agree that, as your agent, we may engage other K&L Gates entities to assist us in carrying out our engagement, where appropriate and with notice to you.

Numerous countries in which our offices are located have enacted Anti-Money Laundering ("AML") laws. If K&L Gates lawyers in any of these offices are engaged to assist you in matters within the scope of our engagement, it will be necessary to comply with the applicable AML laws. In connection therewith, we or lawyers from the appropriate office may be required to obtain additional, specific evidence of client identity from you and/or to report certain transactions to the authorities. If these AML requirements are applicable, you will be informed of the details needed for compliance.

OUR LAWYER-CLIENT RELATIONSHIP

The Firm has been engaged to represent only the client(s) named in our engagement letter ("you" or the "Client"), even if someone other than you, including an insurer, is responsible for paying, or has agreed to pay, our statements. Accordingly, absent a specific, separate engagement to represent such other persons or entities, (1) if our Client is an individual, the Firm has not agreed to represent, and is not representing, any other person or any affiliated entity; (2) if our Client is a corporation, partnership, joint venture or other entity, the Firm has not agreed to represent, and is not representing, any of your constituents, including directors, officers, employees, managing agents, partners, members, shareholders, affiliates (including parents and subsidiaries) or other persons associated with you; and, (3) if our Client is a trade association or other member organization, the Firm has not agreed to represent, and is not representing, any director, officer, member of or other entity represented by you or any of your other constituents.

In addition, the Firm's engagement to represent you is limited to the matter(s) described in our engagement letter and to any additional matters for which the Firm expressly agrees to provide legal representation.

You acknowledge that the Firm has not provided you with legal advice concerning the terms and conditions of our Engagement Contract.

OUR CHARGES FOR LEGAL SERVICES

A. Legal Fees

Our bond counsel fee will be a fixed fee of \$25,000 and for disclosure work, \$15,000, payable only upon the issuance of the Bonds,

OUR BILLING AND PAYMENT ARRANGEMENTS

A. Billing

Our fee for this issue will be delivered upon the completion of our work.

B. Payment

We will expect payment to be made within thirty days after your receipt of our statement, without regard to the consummation of any proposed transaction or the outcome of any matter. Payment should be made by you in the full amount of our statement and you will be responsible also for any withholding tax or other deduction that may be chargeable to you by the relevant taxing authorities or by a governmental entity. In the event our statements are not paid in a timely manner, we reserve the right to defer further work on your account and, where such arrearage is not resolved after notice of delinquency is given to you, to terminate our representation of you. Under such circumstances, you agree to consent to, and not oppose, such termination and to sign a substitution of counsel and/or such other document as may be reasonably necessary to effect the Firm's termination of our lawyer-client relationship, including the Firm's withdrawal of its prior appearance in any court or other litigated proceeding. The termination of our lawyer-client relationship shall not affect your ongoing responsibility for any fees or other charges incurred as of the date of our notice of termination.

C. Third Party Payment Responsibility

If a third party (including an insurer) undertakes to pay any portion of the Firm's bills, 1) you will remain responsible for payment of any amounts billed by the Firm and not paid by that third party, 2) you hereby consent to the application of those funds to the outstanding balance of your account with the Firm and waive any right you might otherwise have to direct us to pay or apply those funds in any other fashion, and 3) to the extent any such third party makes payment to us on your behalf accompanied by directions as to what portion of outstanding fees and expenses are to be covered by such payment, you hereby consent to us adhering to those directions and waive any right you might otherwise have to direct us to pay or apply those funds in any other fashion. If you are awarded legal fees or costs by a court or other party, you will remain responsible for payment of the Firm's billed fees and

other charges, even if the award to you is less than the amounts we have billed you. Where we have agreed to represent multiple clients in a matter, each client will be jointly and severally responsible for payment of the Firm's statements.

D. Questions

If you have any questions about any statement that we submit to you, you should contact the lawyer responsible for your engagement as soon as you receive it so that we may understand and address your concerns promptly.

TERMINATION

A. Your Right to Terminate

You may terminate our engagement on any or all matters at any time, with or without cause. Your termination of our services will not affect your responsibility to pay for billed and unbilled legal services rendered or other charges incurred as of the date of termination and, where appropriate, for such expenses as we may incur in effecting an orderly transition to successor lawyers of your choice.

B. Our Right to Terminate

Subject to any applicable ethical rule or legal requirement, the Firm reserves the right to terminate its representation of you, subject to such permission from any court or tribunal as may be required under the circumstances. In such event, we will provide you with reasonable notice of our decision to terminate and afford you a reasonable opportunity to arrange for successor lawyers, and we will assist you and your successor lawyers in effecting a transition of the engagement. Reasons for the Firm's termination may include your breach of our Engagement Contract including, without limitation, failure to pay outstanding statements in a timely manner as set forth above, the risk that continued representation may result in our violation of applicable rules of professional conduct or legal standards or of our obligations to any tribunal or third parties, your failure to give us clear or proper direction as to how we are to proceed or to cooperate in our representation of your interests, or other good cause.

C. Termination Upon Conclusion

Unless it is previously terminated, our representation of you, and our lawyer-client relationship with you, will be deemed to have been terminated upon the conclusion of our services and our delivery of our final statement for the services described in our engagement letter and any additional matters for which the Firm has expressly agreed to provide representation.

D. Post-Engagement Matters

After the conclusion or termination of our representation of you as described in our engagement letter and these Terms, changes in relevant laws, regulations or decisional authorities may affect your rights and obligations. Unless you engage the Firm to provide future services and to advise you with respect to any issues that may arise in the future as a result of such changes, we will have no continuing obligation to advise you with respect to future legal developments.

OUR COMMUNICATIONS WITH CLIENTS

The Firm's lawyers strive to keep our clients reasonably informed about the status of our engagements and promptly to comply with reasonable requests for information. To enable us to provide effective representation, you agree to be truthful and to cooperate with us in the course of the engagement and to keep us reasonably informed of material developments.

If there are particular limitations on how you would like us to communicate with you, please advise us in advance about your preferences. Unless you advise us to the contrary, however, we will assume that communication by e-mail and fax is acceptable to you. Absent special arrangements, we do not employ encryption technologies in our electronic communications.

CONFIDENTIALITY

A. Confidentiality and Disclosure

We owe a duty of confidentiality to all our clients. Accordingly, you acknowledge that we will not be required to disclose to you, or use on your behalf, any documents or information in our possession with respect to which we owe a duty of confidentiality to another client or former client.

B. Disclosure to Certain Third Parties

You agree that we may, when required by our insurers, auditors or other advisers, provide details to them of any matter or matters on which we have represented you.

C. Disclosure to Other K&L Gates Entities

You agree that we may disclose confidential information relating to you, or any matters on which we are representing you, to other K&L Gates entities.

D. Data Protection

Any information, including personal data, that K&L Gates collects in our global legal practice may be controlled, stored and processed in, and transferred among, any of our offices and with such contractors as we engage to assist us in our practice, and may be transferred to and through any country, including countries that may not have privacy (data protection) legislation and regulations comparable, for example, to countries in the European Economic area. The location of our offices and of such contractors may change from time to time, and we may acquire offices and engage contractors in other countries at any time. We understand that, in engaging the Firm, you expressly consent to all such control, storage, processing and transfers.

CONFLICTS OF INTEREST

The Firm's lawyers, acting in a variety of practice areas and in multiple jurisdictions, provide and will provide legal services to thousands of current clients and future clients. Those clients may be competitors, customers, suppliers or have other business dealings and relationships inter se. As a result, those clients may have matters in which their interests are actually or potentially adverse to one another.

In these circumstances, the Firm's ability 1) to represent you in any matter involving, directly or indirectly, another client, and 2) to represent as a client any individual or entity that is or has been adverse to you will be governed exclusively by applicable rules of professional conduct, unless otherwise agreed to by you and the Firm and, as appropriate, any other Firm client. To allow the Firm to represent both you and other current and future clients in pending or future matters to the fullest extent consistent with applicable ethical restrictions, we request our clients to agree to a limited waiver of certain actual or potential conflicts of interest.

Specifically, by this engagement, (1) you agree that the Firm can represent other clients whose interests are actually or potentially adverse to you and can represent as a client any individual or entity that is or has been adverse to you, provided that: (a) the matter is not substantially related to any current or concluded matter in which the Firm has represented you; (b) in carrying out any such other representation, the Firm shall not violate the duty of confidentiality that we owe to you; and, (c) prior to undertaking the other representation, the Firm has reasonably concluded, in the existing circumstances, including this consent, that the Firm can provide competent and diligent representation to you and each other affected client and that the other representation complies with applicable ethical standards; and, (2) you agree that you will not seek to disqualify us from representing

other clients with respect to any matters where such provisos are satisfied.

You further agree that, if you choose to withdraw your consent to the Firm's representation of another client in any such other representation, you will, at our request, engage other counsel, and, after any brief and reasonably necessary transition period (for which we will not bill you), you will permit us to terminate our representation of you unless any rule or statute or tribunal with jurisdiction precludes us from doing so.

We have a large and diverse transactional patent practice. You agree that no conflict of interest is presented when, on behalf of other Firm clients, we render patentability, infringement and validity opinions regarding, and advance patentability arguments over, patents and/or patent applications owned, licensed or controlled by you, but not handled by our law firm.

We also have a large and diverse transactional trademark practice. You agree that no conflict of interest is presented when, on behalf of other Firm clients, we render registrability, infringement and validity opinions regarding, and advance registrability arguments over, registered or unregistered trademarks and/or trademark registration applications owned, licensed or controlled by you, but not handled by our law firm.

Finally, you agree that, for the purposes of determining whether any conflict may exist, only the client(s) identified in our engagement letter, and not any affiliated entity or person, shall be considered our client.

OPPOSING LAWYERS

In addition to our representation of business and not-for-profit entities as well as individuals, we also regularly serve as legal counsel to lawyers and law firms. From time to time, we engage other lawyers and law firms to represent us. As a result, opposing lawyers in a matter may be a lawyer or law firm that we represent now or may represent in the future. Likewise, opposing lawyers in a matter may represent us now or in the future. Further, we have professional and personal relationships with many other lawyers, often because of our participation in professional organizations. Collectively, these situations are common in the legal field. We believe that these relationships with other lawyers will not adversely affect our ability to represent you.

DOCUMENT RETENTION

Your original hard copy documents and property, described further below, will be returned to you upon conclusion of our representation of you on a particular matter (unless they are relevant to another matter on which we continue to represent you) and, upon our

receipt of payment for outstanding fees and other charges, subject to applicable Rules of Professional Conduct. At that time, you will also have the opportunity to accept the remainder of your entire client file, including lawyer work product. Some K&L Gates offices maintain files in a digital image format. If you request your file from any of those offices, we will provide it in an electronic format on a CD, DVD or other medium. Should you decide not to accept your remaining file at that time, you authorize us to destroy your files at our discretion. If you do not request the return of your file at the time your matter is concluded, we may retain or destroy the file without further notice to you.

Original documents and property, if not returned to you for any reason, will be designated for permanent retention and will not be destroyed without your prior approval. Such items include, but are not limited to, money orders, travelers checks, stocks and bonds, final executed releases, settlement agreements, contracts and sale or purchase agreements, judgments, deeds, titles, easements, wills and trusts, powers of attorney and all other dispositive estate planning documents.

You agree that our drafts of documents, notes, internal working papers, internal e-mail and electronic databases shall be and remain the property of K&L Gates LLP and shall not be considered part of your client file.

The Firm retains the right to make copies of your file, at our expense, for our own information and retention purposes.

FIRM LAWYERS' PRIVILEGE

We believe it is in your interest as well as the Firm's interest that, in the event ethical or other legal issues arise during our representation of you, including conflict of interest issues or potential disputes between us, the Firm lawyers working on your behalf are able to receive informed, confidential advice regarding their obligations. Accordingly, if we determine in our discretion that it is necessary or advisable for Firm lawyers to consult with our internal or outside counsel, you agree that they may do so and that you recognize the Firm has a lawyer-client privilege protecting the communications between the Firm lawyers working on your behalf and the Firm's internal or outside counsel.

NEW YORK FEE DISPUTE PROCESS

If any of our New York licensed lawyers work on this matter and if a material portion of the legal services we provide to you takes place in New York, you may have an option to invoke arbitration should a fee dispute arise between you and us during or at the conclusion of this engagement. Specifically, in any civil matter where the fee dispute involves a sum of

up to \$50,000, you may have a right to compel resolution by binding arbitration. In addition, whether or not binding arbitration is available, both you and we are encouraged to seek resolution of lawyer-client disputes, including fee disputes, through mediation, and the New York Courts and Bar have established a program for mediation of such disputes by an impartial mediator. In the event that any fee dispute should arise in this engagement which is not promptly and satisfactorily resolved between us, we shall furnish you with further details concerning the procedures and effects of arbitration and mediation, so that you can make an informed decision as to how to proceed in the circumstances.

CLIENT RESPONSIBILITIES

It is possible that you may have insurance policies relating to the matter that is the subject of our engagement. You should carefully check the insurance policies you have purchased and, if coverage may be available, you should provide notice to all insurers that may provide such coverage as soon as possible. Although we will be pleased to assist you in assessing the potential for coverage under any policies you may have, our engagement will not include advising you with respect to the existence or availability of insurance coverage for matters within the scope of our engagement unless you supply us with copies of your insurance policies and expressly request our advice on the potential coverage available under such policies.

SEVERANCE OF TERMS

If all or any part of our Engagement Contract is or becomes illegal, invalid or unenforceable in any respect, then the remainder will remain valid and enforceable.

THIRD PARTY RIGHTS

No provision of our Engagement Contract is intended to be enforceable by any third party. Accordingly, no third party shall have any right to enforce or rely on any provision of our Engagement Contract.

ASSIGNMENT

A. Permitted Assignment

We may assign the benefit of our Engagement Contract to any partnership or corporate entity that carries on the business of K&L Gates-US in succession to us and you will accept the performance by such assignee of the Engagement Contract in substitution for our performance. References in these Terms (other than in this paragraph) and in any relevant engagement letter to the Firm or to K&L Gates-US shall include any such assignee.

B. Other Assignment

Subject to the foregoing paragraph, neither you nor we shall have the right to assign or transfer the benefit or burden of our Engagement Contract without the written consent of the other party.

DEFINITIONS

In these Terms a reference to a "matter" is to a transaction, case or other matter as to which at any time you have engaged us to represent you; and, any reference to "our services" is to the legal services to be provided by us to you as described in our engagement letter and any other legal services provided by us to you at any time in relation to a matter.

INCONSISTENCIES

In the event of any inconsistency between our engagement letter and these Terms, the engagement letter shall prevail.

RESOLVING PROBLEMS AND DISPUTES

If you have any complaints or concerns about our work for you, please raise these in the first instance with the lawyer responsible for your engagement or with the Firm's Chairman and Global Managing Partner (Peter J. Kalis: 412-355-6562 or 212-536-4828). We will investigate your complaint promptly and carefully and do what we reasonably can to resolve the difficulties to your satisfaction.

APPLICATION OF TERMS

These Terms supersede any earlier terms of business we may have agreed with you and, in the absence of express agreement to the contrary, will apply to the services referred to in any engagement letter accompanying these Terms and all subsequent legal services we provide to you.