



# Board Packet

Regular Board Meeting

*September 21, 2017*

# GRAND JUNCTION REGIONAL AIRPORT AUTHORITY



**Date:** September 21, 2017

**Location:** ***GRAND JUNCTION CITY HALL  
250 N. 5<sup>TH</sup> ST  
GRAND JUNCTION, CO 81501  
AUDITORIUM***

**Time:** 5:15 PM

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## **REGULAR BOARD MEETING AGENDA**

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

**II. Approval of Agenda**

**III. Commissioner Comments**

**IV. Citizens Comments**

The Grand Junction Regional Airport Authority welcomes 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.

**V. Consent Agenda**

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

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E. 2018 Budget Draft (Vice Chairman Benton)	Handout
<b>VIII. Motion into Executive Session</b>	
<b>Executive Session</b> is for the purpose of discussing specialized details of security arrangements as authorized by C.R.S. Section 24-6-402(4)(c) and for determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators as authorized under C.R.S. Section 24-6-402(4)(e).	
<b>IX. Additional Discussion/Action Items</b>	
A. Administration Building RFP review (Chairman Taggart)	
B. Administration Building alternatives (Chairman Taggart)	
<b>X. Any other business which may come before the Board</b>	
<b>XI. Adjournment</b>	

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**Grand Junction Regional Airport Authority Board**  
**Special Board Meeting**  
Meeting Minutes  
August 9, 2017

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**SPECIAL BOARD MEETING**

**Time: 5:15PM**

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

Mr. Rick Taggart, Board Chairman, called the Meeting of the Grand Junction Regional Airport Authority Board to order at 5:18PM on August 9, 2017 in Grand Junction, Colorado and in the County of Mesa.

<i>Commissioners Present:</i> Rick Taggart, Chairman Tom Benton Tim Pollard Chuck McDaniel Robin Brown Thaddeus Shrader Erling Brabaek  <i>Airport Staff:</i> Mark Achen Victoria Hightower, Clerk Ty Minnick Jodi Doney Eric Trinklein Chance Ballegeer	<i>Other:</i> Ryan Hayes, Mead & Hunt Gary Harmon, Daily Sentinel
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**II. Approval of Agenda**

*The agenda was approved by major motion.*

**III. Commissioner Comments**

Commissioner Benton commented that as a result of the Finance and Audit Committee meeting a while back, one of the items that surfaced was a need to engage or consider engaging an RFP for the airline contract rate negotiation that is going to be coming up.

Chairman Taggart commented on behalf of the Compliance Committee and stated that when Commissioner Murray stepped down from the board they lost a member of the compliance committee and that is an ongoing committee. Commissioner Brabaek was

appointed to the Compliance Committee along with Commissioner McDaniel. A staff member has yet to be appointed to the committee.

Chairman Taggart also commented on process and protocol. Chairman Taggart stated that because there is a lot going on right now there can be a reaction to call individual managers directly. Chairman Taggart stated that he would ask to follow the same protocol that they do at the City and make sure any conversations that they need to have starts with Mr. Achen and let Mr. Achen give the go-ahead as to whether a direct conversation needs to take place. Chairman Taggart said that the reason for that is because the director should always know what is going on. Chairman Taggart said that the Audit Committee is a little different because the Audit Committee does have a direct line to Ty and likewise when a staff member joins the Compliance Committee.

#### **IV. Citizen Comments**

None.

#### **V. Consent Items**

- A. Dynetics Invoice
- B. ADK executive search agreement

Commissioner Benton said that he would like clarification on Dynetice invoice, with respect to what they are being billed for because 3 or 4 months ago they heard they may have been some performance aspects that still needed to be completed. Commissioner Benton said that if they were to pay the full amount that's left, there wouldn't be a retainage left. Commissioner Benton asked that they received everything that they paid for according to the contract with Dynetics

Mr. Minnick said that that might be worth discussing in the executive session.

Commissioner Benton asked to table this item.

*Commissioner McDaniel moved for the Board to approve item B on the Consent Agenda. Commissioner Pollard seconded. Voice Vote. All Ayes.*

#### **VI. Discussion/Action Items**

- A. Order Granting In Part And Denying In Part Relators' Motion To Approve Fees And Costs

Chairman Taggart stated that this is a discussion and potential action on the fees associated with bringing the qui tam case to a conclusion. Chairman Taggart said that there is one caveat that he will mention after the first part.

Chairman Taggart said that they were willing to settle this case with the relators for \$100,000 dollars and he doesn't know if attorney on the case, Julie Walker, made that offer formally but he thinks that she did. Chairman Taggart said that the judge came

back, after looking at everything and is very close to what they were willing to do about 18 months ago.

*Commissioner McDaniel made a motion for the Board to approve and pay the fees that has been suggested by their attorney. Commissioner Brown seconded. Voice Vote. All Ayes.*

Chairman Taggart said that another issue that has immerged is that Mr. John Steele was the attorney for the relators and came back after this ruling and requested to Ms. Julie Walker an additional \$10,000.

Commissioner McDaniel said that Mr. Steele said that he spent 70 hours preparing his billing records and the court allowed him \$300 per hour which would come out to be \$21,000. Mr. Steele has offered to cut that to \$10,000. Commissioner McDaniel said that there is a case that says if you are entitled to attorney's fees then entitled to the time to prepare the petition for those attorney's fees. Commissioner McDaniel commented and said that he feels that should have all been in his original petition.

*Commissioner Benton made a motion for the Board to respond unfavorably to Mr. Steele's request and indicate that there will be no more funds forthcoming. Commissioner Pollard seconded. Voice Vote. All Ayes.*

**B. AIP 56 replacement runway – design phase 2**

Mr. Trinklein briefed the Board. Mr. Trinklein stated that they received a grant offer from the FAA for AIP 56 for an amount of \$1,894,901. Staff recommends that the Board Chairman execute and the airport attorney ratify the offer, as well as the board sign the co-sponsorship agreement with both Mesa County and the City of Grand Junction.

Mr. Trinklein said that to expedite funding for the project they are also amending AIP 55 to increase it by a little over \$213,000 to cover project costs.

*Commissioner Benton made a motion for the Board to adopt part 1 offer grant agreement, so it can move forward for approval by the City of Grand Junction. Commissioner Brown seconded. Voice Vote. All Ayes*

**VII. Motion into Executive Session**

*Commissioner Shrader made a motion for the Board to move into executive session for the purpose of discussing specialized details of security arrangements as authorized by C.R.S. Section 24-6-402(4)(c) and for determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators as authorized under C.R.S. Section 24-6-402(4)(e). Commissioner Brown seconded. Voice Vote. All Ayes*

**VIII. Executive Session**

**IX. Adjourn Executive Session and move into regular board meeting**

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

Commissioner Benton asked Mr. Ballegeer, Airport Security Coordinator, with respect to the invoice for Dynetics that was in the board packets, if there was any reason to include a minor retainage of that 5% so that they are sure Dynetics performs the balance of the contract responsibilities.

Mr. Ballegeer stated that they have fully completed and there is no reason for retainage.

*Commissioner Brown made a motion for the Board to approve the Dynetics invoice.  
Commissioner McDaniel seconded. Voice Vote. All Ayes.*

**XI. Adjournment**

*The meeting adjourned at 9:02PM*

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Rick Taggart, Board Chairman

***ATTEST:***

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Victoria Hightower, Clerk to the Board



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**Grand Junction Regional Airport Authority Board**  
**Board Meeting**  
Meeting Minutes  
August 15, 2017

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**REGULAR BOARD MEETING**

**Time: 5:15PM**

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

Mr. Rick Taggart, Board Chairman, called the Meeting of the Grand Junction Regional Airport Authority Board to order at 5:21PM on August 15, 2017 in Grand Junction, Colorado and in the County of Mesa.

<i>Commissioners Present:</i> Rick Taggart, Chairman Tom Benton Chuck McDaniel Robin Brown Thaddeus Shrader Erling Brabaek  <i>Airport Staff:</i> Mark Achen Victoria Hightower, Clerk Ty Minnick Jodi Doney Eric Trinklein Chance Ballegeer	<i>Other:</i> Shannon Kinslow, TOIL Ryan Hayes, Mead & Hunt Jeff Mason, Mead & Hunt LD Klingemann, CAF Paul Nelson, Citizen Chip Ferron, CAP Dick Maddock, CAF Keith Swinhart, CAF Kent Taylor, CAF Drew Armstrong, Citizen Mark, CAP John Manee, DOWL Rich Peterson, CAP Michael Schulte, TOIL Frank Mcillwain, Garver Bradley Barker, CAP Larry Kempton, KAS Larry Kempton, KAS Kirk Gustafson, CAP Bradley Sullivan, Crooked Horn Aviation Ed Behen, CAP
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**II. Approval of Agenda**

An invoice for Interstate Highway Construction was placed as letter G in the Discussion/Action Items.

*Commissioner Benton moved for the Board to approve the agenda with the addition of letter G. Interstate Highway Construction Invoice. Commissioner Brown seconded. Voice Vote. All Ayes.*

### **III. Commissioner Comments**

None.

### **IV. Citizens Comments**

#### **Kent Taylor, CAF Wing Leader**

“The Commemorative Air Force started in 1957 as the Confederate Air Force, with a mission to save iconic WWII aircraft from the scrap yards. It is now the biggest flying museum in the world, with 165 flying warbirds from WWII through Viet Nam engagements. If the CAF was a country, it would be the 27<sup>th</sup> largest air force in the world (Spain has 166).

The CAF Rocky Mountain Wing at the Grand Junction Airport restored, maintains, and flies a Grumman TBM Avenger torpedo bomber (The largest single-engine aircraft deployed in WWII), and a Piper J3 Cub (designated Grasshopper – the smallest aircraft used in WWII). We also maintain a Military Aviation Heritage Museum, with an impressive collection of WWII artifacts and memorabilia.

#### **Talking points for the Board**

- We are a valuable community resource with one of two aircraft in the country that is designated a state historic property (soon to be a *National* historic property.)
- We have operated out of Grand Junction Airport since 1981
- We have set goals to:
  - Increase our visibility in the Grand Valley and the Western Slope
  - Grow our membership to 300+
  - Enlarge and modernize our museum
  - Expand our education outreach program to all schools on the Western Slope
  - Add 3 or 4 aircraft to our fleet
  - Become a recognized Western Slope tourist destination
- We need the Board’s help and support. We can’t realize our goals without public access to our facilities
- We would appreciate your understanding and support for open public access to our facility near gate 10

Thank you,  
Kent Taylor”

Mr. Taylor also presented a power point slide show with pictures to the board.

### **V. Consent Agenda**

- A. July 18, 2017 Regular Meeting Minutes**
- B. Sequent option renewal**
- C. Appoint budget manager**
- D. Finance and Audit Committee Charter**
- ~~E. BLM lease agreement~~**
- F. G4S invoice approval**
- G. Sequent invoice approval**
- H. Don D LLC lease assignment**
- I. Ground transportation permit**

Commissioner Benton stated that he needs clarification on a discrepancy with the square footage and if this is a lump sum payment, on the BLM lease.

Mr. Minnick stated that it is a lump sum payment.

Letter E. BLM lease agreement was moved to Discussion/Action Items for further clarification.

*Commissioner Benton moved for the Board to approve the Consent Agenda, removing the BLM lease agreement to discussion. Commissioner Brown seconded. Voice Vote. All Ayes.*

## **VI. Staff Reports**

### **A. Directors report**

Mr. Achen stated that they now have a start date for their new Airside Operations Manager which is Monday September 13<sup>th</sup> (correction: Monday September 11<sup>th</sup>).

### **B. Financial report**

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

**Assets** – Cash and accounts receivable combined are consistent with prior year. The large increase in accounts receivable is a result of payments due from FAA for AIP projects 52, 54 & 55. We've received payments for AIP 54 & 55 and are waiting on AIP 52.

**Liabilities** – The accounts payable balance was reduced in February for the payment for approximately \$520,000 due to the FAA, along with the payments to Jviation and Armstrong.

**Aeronautical Revenue** – Ahead of budget and prior year, year-to-date. Detail is provided in the Activity Update of the board packet. Additionally, the non-passenger landing fees increased as a result of the landings for the BLM.

**Non-Aeronautical Revenue** – Parking and rental cars remain in front of prior year and budget to bring total operating revenue \$113,000 ahead of budget and \$150,000 ahead of prior year.

**Operating Expense** – Compensation is lower than budget with the recent reduction in staff levels, however with a lot of hard work by the HR department we filled many of the vacant positions in August. The total operating expense is \$160,000 ahead of budget and \$144,000 ahead of prior year. Resulting in an operating gain of \$1,374,000 year-to-date versus \$1,081,000 prior year.

#### **C. Communications Events and Activity report**

Ms. Jodi Doney briefed the Board. Ms. Doney said that United's numbers is really what's driving the landings being lower, they are down 11%. Ms. Doney said enplanements are up year-to-date, a little over 6%. Ms. Doney said that Allegiant made a pretty big change this July by flying the MD80 and A319 and last July was strictly the MD80. United has a decrease in their 50 seater CRJ200, the numbers are pretty close with the ERJ. Delta continued with the CRJ200. Denver Air Connections has upgraded to the Dornier from the 19 seater turboprop.

Ms. Doney gave a brief update on their BLM operation. Ms. Doney said that 444 flights operated for fire suppression this summer.

Ms. Doney said that they are preparing for winter operations already, airlines have started their de-ice training and airport staff has already started working on winter ops equipment.

#### **D. Projects Report**

Mr. Trinklein briefed the Board on current projects at the airport.

**Terminal Area Plan Amendment Project:** Mead & Hunt is performing the final task in this project which is completing the financial analysis. This analysis has been through several iterations and a report is being prepared to summarize the final analysis. Once this report is finished, the project will be complete.

**East Terminal Air Carrier Apron (AIP 54):** The project was awarded to IHC on August 16, 2016. Garver was selected as Engineer of Record at the April Board meeting, and their Master Service Agreement and scope of work was approved at the May meeting. Garver is providing Construction Administration Services for the project.

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 will be 150 calendar days beginning June 19 and ending November 15. The project will maintain at least three (3) commercial aircraft spots.

Change Order No.2 was approved by the Airport Board and is being executed. Change Order No.2 replace the P154 Aggregate Base Course and P-306 Lean Concrete Base with a Cement-Treated Base and reduced the construction contract amount by \$15,301.50 and changed the construction contact time for 150 to 148 calendar days.

IHC completed Phase I work. The jet bridge that was damaged by IHC in Phase I was repaired and returned to service in time for opening of the Phase I area. As of July 31, IHC completed all Phase II pavement removal and began construction of the new pavement section. The project is currently on schedule to be completed within the construction contract time.

**Runway 11/29 Replacement Project – Design Only (AIP 55 & AIP 56):** Mead & Hunt was selected as the Project Consultant at the April Board meeting, the Professional Services Agreement was approved at the May meeting, and the scope of work was approved at the June meeting.

**August 2017 Project Update:** This multiyear program is currently contracted through 60% Design of the overall runway and taxiway relocation including overall permitting and land acquisition. Also included this year, Mead & Hunt will finalize design for two construction packages for 2018 construction. The 2018 construction packages begin relocating items in the primary footprint of the new runway including relocation of 27 ¼ road and relocation of an FAA Remote Transmitter Receiver building and antennas.

All efforts on this project are currently on schedule. Several tasks are in process including on-site geotechnical work and analysis. Program validation is also progressing with preliminary geometric layouts for the runway/taxiway system, drainage system and 27 1/4 Rd alignment. These layouts are being discussed with airport staff, FAA and the City. One aerial flight for survey and mapping purposes has been completed and another is scheduled for later in August. Additional BLM/FAA coordination is taking place on the land transfer for the 188 acres of land. Additional user and tenant coordination on the project will likely be held in September.

**Gate 1 Passenger Boarding Bridge Project:** Mead & Hunt has been contracted and has been given notice to proceed (07/26/2017). Design team is scheduled to visit the site during the week of 08/07/.2017 to review existing conditions, survey the site, and develop preliminary layout.

**Passenger Terminal Renovations Project:** Mead & Hunt has submitted scope and fee spreadsheet for independent Fee Estimate review (submitted 08/04/2017).

## **VII. Discussion/Action Items**

### **A. Civil Air Patrol lease**

Mr. Minnick briefed the Board. Mr. Minnick said that the Civil Air Patrol (CAP) lease has expired and they applied for a new lease. The lease history with CAP is that they have a 30 year lease with a minimal payment of \$30 and they are requesting that same lease structure.

*Commissioner Brown made a motion for the Board to authorize Ty to put together a \$0 sum contract and Commissioner Benton requested for more research to be done on the term. Commissioner Shrader seconded. Voice Vote. All Ayes.*

## **B. Administration building proposal**

Mr. Achen suggested an update in executive session on negotiations with the contractor for the most recent attempt to pursue a solution.

## **C. Customs and Border Patrol facility**

Mr. Achen and Mr. Trinklein briefed the Board.

### **Options:**

1. **Existing Terminal** - ATO4 (Allegiant & Denver Air or ATO1 GJRA staff) no longer under consideration, because it would limit the airport's future capacity to add other airlines.
2. **Administration Building** –  
Building cost: unknown  
Site improvements: unknown  
Tenant improvements: TBD  
The administration building still needs to be completed, and additional utility connects would likely be moderate. In a new facility, the building could be designed efficiently to meet the GAF requirements. Questions about the timing of the completion are yet unknown and may not meet the timing of a GAF.
3. **Remote site 3 – DOE Calibration Pads** –  
Building: TBD  
Site improvement: TBD  
Tenant improvements: Included in building cost  
Remote site option have same benefits of being designed to efficiently meet GAF requirements. New utilities, parking, and access would need to be addressed.
4. **Remote Site 2 – West Star**  
Building: TBD  
Site improvements: TBD  
Tenant improvements: Included in building cost  
Similar to Remote site 3. Would require additional logistic work to relocate remote SIDA currently lease for Air Cargo. New utilities, parking, and access would need to be addressed. This site should be adjusted for planes to use the GJRA ramp north of West Star rather than building a new ramp.

Mr. Achen said that the last two sites seem to be the two most feasible/possible. Staff recommends vetting the two options.

Jeff from Mead and Hunt stated that he thought this would be about a 30 to 60 day timeframe

Chairman Taggart said that they need to have a conversation with the task force to indicate will be contributing to the cost. Chairman Taggart said that they also needed to talk to West Star because they have indicated that they may consider buying that space mentioned in remote site 2.

The Board directed staff to research more information.

#### **D. Minimum Standards Consultant Selection**

Commissioner McDaniel briefed the Board. Qualifications were received from two firms to provide professional service to review and update airport minimum Standards. AMCG was selected by the Minimum Standards committee as the most qualified firm and the committee negotiated a scope of work and fee for professional services. Staff recommends the selection of Aviation Management Consulting Group (AMCG) to provide services for minimum standards review and update and for the authorization of the Board Chairman execute the agreement with AMCG for \$25,000.

*Commissioner McDaniel for the Board to approve Aviation Management Consulting Group to review and revise the airport's current minimum standards, for a total price of \$25,000. Commissioner Brown seconded. Voice Vote. All Ayes.*

#### **E. Compliance Committee**

Commissioner McDaniel briefed the Board. Commissioner McDaniel stated that they are seeking a staff person to add to the committee. Commissioner McDaniel stated that they need to create a charter like the Finance and Audit Committee that says what they are doing and how they are doing it. Commissioner McDaniel stated that he believes the Code of Conduct and the Whistleblower Policy need to be revised because the two policies don't line up. Also, Commissioner McDaniel said that the Code of Conduct says that when commissioner have a conflict of interest, those conflicts need to be reported to the Secretary of the State and the State Statute says "may" report conflicts but is not required.

#### **F. Terminal renovation design**

Mr. Trinklein briefed the Board. This scope of work is to provide architectural design service for the projects identified in the 2017 Terminal Program/Project Strategy document. The Projects are primarily comprised of deferred maintenance items on the terminal alongside select terminal improvements. The airport currently has established funding for these items, and needs to upgrade the terminal facility and

infrastructure to sustain it for the near term while plans for a terminal expansion or replacement are developed. This scope of work includes design services to repair and replace the existing HVAC system, selected life safety upgrades, roof replacement, escalator replacement, and electrical upgrades.

This contract is to provide design and bidding services for the program.

The contract has been reviewed and approved by staff. The fee have been evaluated by staff and are determined to be fair and reasonable.

Staff recommends for the Board to approve the Mead and Hunt Contract and to authorize the Chairman to execute the scope of work.

*Commissioner Brown moved for the Board to approve the Mead and Hunt Contract for on-call A/E Services in the amount of \$678,373 and authorize the Chairman to execute the scope of work. Commissioner Brabaek seconded. Voice Vote. All Ayes.*

#### **G. IHC Invoice**

Mr. Trinklein briefed the Board and projected the invoice and the itemized breakdown for the board to see. Mr. Trinklein said that this is the 2<sup>nd</sup> pay application from IHC and was submitted to the airport on the 8<sup>th</sup> and submitted by IHC on the 4<sup>th</sup>. Invoice for the amount of \$145,485.05.

Commissioner Benton asked if it was known why the contractor was not able to submit this prior to August 1 since the work performed is for June 26 to July 17<sup>th</sup>.

Mr. Trinklein said that the contract requires submission by the next to last Friday of the month so that would have been July 21<sup>st</sup>, but it was delayed because the engineer and IHC was discussing some of the items including the mobilization payment.

Commissioner Benton said that normally he is not in favor of making exceptions to the normal policy unless there has been substantial hardship exhibited.

Chairman Taggart said that he agrees with Commissioner Benton and they will go along with it this one time but there needs to be a conversation with the management of IHC.

*Commissioner Brown made a motion for the Board to approve the IHC invoice. Commissioner McDaniel seconded. Voice Vote. Five Ayes, One Nay by Commissioner Benton.*

#### **H. BLM Lease agreement**

Mr. Minnick stated that the total square feet is 603,500 and the difference is the OFA so their rentable space is 482,500.

*Commissioner McDaniel moved for the Board to approve the lease with the BLM as presented. Commissioner Brown seconded. Voice Vote. All Ayes.*

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

*Commissioner Benton moved for the Board to move into executive session for the purpose of discussing specialized details of security arrangements as authorized by C.R.S. Section 24-6-402(4)(c) and for determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators as authorized under C.R.S. Section 24-6-402(4)(e). Commissioner Brabaek seconded. Voice Vote. All Ayes.*

**IX. Adjournment**

*Open session adjourned at 7:15*

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Rick Taggart, Board Chairman

***ATTEST:***

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Victoria Hightower, Clerk to the Board

## Grand Junction Regional Airport Authority

### Agenda Item Summary

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 8406190 for the amount of \$14,927.93		
LAST ACTION:	Approved July Invoice.		
DISCUSSION:	<p>This invoice is the monthly billing for August 2017 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:	\$14,927.93		
COMMUNICATION STRATEGY:	N/A		
ATTACHMENTS:	G4S Invoice 8406190		
STAFF CONTACT:	Chance Ballegeer Email: cballegeer@gairport.com Office: 970-248-8586		

## INVOICE

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

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

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

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



Invoice No: 8406190  
Amount Due: \$14,927.93  
Invoice Date: 08/31/2017  
Terms: Payment Due 30 Days  
Due Date: 09/30/2017  
Customer No: 134423  
PO Number:

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

Have billing questions? Email us:

Purchase orders: poinfo@usa.g4s.com  
Other inquiries: billinghelp@usa.g4s.com

Services Rendered for: 08/01/2017 through 08/31/2017

## 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 (\$)
Armbruster, Scott E											
07/31/2017	08/06/2017	0.00	0.00	10.25	16.00	0.00	13.50	0.00	39.75	0.00	
08/07/2017	08/13/2017	0.00	0.00	8.00	16.25	8.00	0.00	0.00	32.25	0.00	
Baugman, John B											
08/21/2017	08/27/2017	0.00	5.00	5.00	0.00	0.00	0.00	0.00	10.00	0.00	
08/28/2017	09/03/2017	0.00	0.00	0.00	5.00	0.00	0.00	0.00	5.00	0.00	
Culton, Chadwick D											
07/31/2017	08/06/2017	0.00	0.00	0.00	0.00	18.00	0.00	19.00	37.00	0.00	
08/07/2017	08/13/2017	0.00	0.00	0.00	0.00	8.00	13.75	17.75	39.50	0.00	
08/14/2017	08/20/2017	0.00	0.00	7.50	17.75	0.00	12.75	0.00	38.00	0.00	
08/21/2017	08/27/2017	0.00	0.00	0.00	8.00	0.00	12.25	8.00	28.25	0.00	
Falk, Darin H											
07/31/2017	08/06/2017	0.00	16.00	8.00	0.00	0.00	0.00	0.00	24.00	0.00	
08/07/2017	08/13/2017	16.00	16.00	8.00	0.00	0.00	0.00	0.00	40.00	0.00	
08/14/2017	08/20/2017	17.25	16.25	9.00	0.00	0.00	0.00	0.00	42.50	0.00	
08/21/2017	08/27/2017	19.50	11.83	10.75	0.00	0.00	0.00	0.00	42.08	0.00	
08/28/2017	09/03/2017	16.00	15.50	8.00	0.00	0.00	0.00	0.00	39.50	0.00	
Troncoso, Daniel L											
08/14/2017	08/20/2017	0.00	0.00	0.00	0.00	16.00	0.00	19.00	35.00	0.00	
08/21/2017	08/27/2017	0.00	0.00	0.00	8.75	16.00	0.00	10.00	34.75	0.00	
08/28/2017	09/03/2017	0.00	0.00	8.00	12.00	0.00	0.00	0.00	20.00	0.00	

Armed CPO-REGULAR 507.58 Regular Hours at 29.41 14,927.93

Name: Chance Ballegeer  
Signature: CHT 507.58 14,927.93  
Approved By/Date: \_\_\_\_\_  
Department: Security 14,927.93  
Description: G4S Guard  
GL Acct: 1-70-247  
Amount: 14,927.93

## Grand Junction Regional Airport Authority

### Agenda Item Summary

TOPIC:	Garver Pay Request for AIP 54		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Staff recommends that the Board approve the payment of Garver Invoice No. 17081933-1, in the amount of \$9,660.00, and Invoice No. 17081932-2, in the amount of \$138,758.60, for a total of \$149,495.60.		
LAST ACTION:			
DISCUSSION:	This invoice is the progress billing for work completed on AIP 54.  Staff has reviewed the invoice and concurs with the stated level of completion and recommends paying the invoice.		
FISCAL IMPACT:	FAA - \$134,546.04 (90%) State - \$4,036.38 (2.7%) Local - \$10,913.18 (7.3%)		
COMMUNICATION STRATEGY:	None.		
ATTACHMENTS:	Garver Invoice No. 17081932-2 & 17081933-1		
STAFFCONTACT:	Eric Trinklein <a href="mailto:etrinklein@gairport.com">etrinklein@gairport.com</a> Office: 970-248-8597		



14160 N. Dallas Parkway  
Suite 850  
Dallas, TX 75240  
TEL 214.451.2950

[www.GarverUSA.com](http://www.GarverUSA.com)

# INVOICE

Eric Trinklein  
Grand Junction Regional Airport Authority  
800 Eagle Drive  
Grand Junction, CO 81506

August 25, 2017  
Project No: 17081933  
Invoice No: 17081933-1

## Project: East Apron Geotechnical & Engineering Services

Professional Engineering Services through August 18, 2017

	Percent Complete	Contract Amount	Total Billed to Date	Previous Billings	Current Billing
<b>Lump Sum Services</b>					
Geotechnical & Engineering Services	100%	\$9,660.00	\$9,660.00	\$0.00	\$9,660.00
<b>Totals</b>		<b>\$9,660.00</b>	<b>\$9,660.00</b>	<b>\$0.00</b>	<b>\$9,660.00</b>
<b>Total Amount This Invoice</b>					<b>\$9,660.00</b>

Authorized by: \_\_\_\_\_

*Colin Bible*

Colin Bible, PE  
Project Manager

**GRAND JUNCTION REGIONAL AIRPORT  
EAST TERMINAL AIR CARRIER APRON**



**East Apron Geotechnical & Engineering Services**

Professional Services through August 18, 2017

Invoice No. 17081933-1

WORK TASK DESCRIPTION	Contract Amount	Percent Complete	Total Billed to Date	Previous Billings	Current Billing
<b>1. Civil Engineering</b>					
Coordination with geotechnical subconsultant	\$616.00	100.00%	\$616.00	\$0.00	\$616.00
Review geotechnical report	\$308.00	100.00%	\$308.00	\$0.00	\$308.00
Perform pavement calculation	\$244.00	100.00%	\$244.00	\$0.00	\$244.00
Revise plans and quantities	\$1,082.00	100.00%	\$1,082.00	\$0.00	\$1,082.00
Issue revised plans and quantities	\$552.00	100.00%	\$552.00	\$0.00	\$552.00
<b>Subtotal - Civil Engineering</b>	<b>\$2,802.00</b>	<b>100.00%</b>	<b>\$2,802.00</b>	<b>\$0.00</b>	<b>\$2,802.00</b>
<b>2. Geotechnical</b>					
Subconsultant Fee	\$6,800.00	100.00%	\$6,800.00	\$0.00	\$6,800.00
<b>Subtotal - Geotechnical</b>	<b>\$6,800.00</b>	<b>100.00%</b>	<b>\$6,800.00</b>	<b>\$0.00</b>	<b>\$6,800.00</b>
<b>3. Direct Non-Labor Expenses</b>					
Non-Labor Direct Expenses	\$58.00	100.00%	\$58.00	\$0.00	\$58.00
<b>Subtotal - Non-Labor Expenses</b>	<b>\$58.00</b>	<b>100.00%</b>	<b>\$58.00</b>	<b>\$0.00</b>	<b>\$58.00</b>
<b>Total Fee:</b>	<b>\$9,660.00</b>	<b>100.00%</b>	<b>\$9,660.00</b>	<b>\$0.00</b>	<b>\$9,660.00</b>



14160 N. Dallas Parkway  
Suite 850  
Dallas, TX 75240  
TEL 214.451.2950

[www.GarverUSA.com](http://www.GarverUSA.com)

# INVOICE

Eric Trinklein  
Grand Junction Regional Airport Authority  
800 Eagle Drive  
Grand Junction, CO 81506

August 25, 2017  
Project No: 17081932  
Invoice No: 17081932-2

## Project: East Terminal Air Carrier Apron

Professional Engineering Services through August 18, 2017

	Percent Complete	Contract Amount	Total Billed to Date	Previous Billings	Current Billing
<b>Lump Sum Services</b>					
Construction Materials Testing	33.00%	\$99,700.00	\$32,901.00	\$9,970.00	\$22,931.00
Construction Administration Services	47.69%	\$137,700.00	\$65,670.25	\$41,310.00	\$24,360.25
Project Closeout Services	0%	\$8,500.00	\$0.00	\$0.00	\$0.00
<b>Hourly Services</b>					
Construction Observation Services		\$270,250.00	\$124,204.84	\$32,737.49	\$91,467.35
<b>Totals</b>		<b>\$516,150.00</b>	<b>\$222,776.09</b>	<b>\$84,017.49</b>	<b>\$138,758.60</b>
<b>Total Amount This Invoice</b>					<b>\$138,758.60</b>

Authorized by: Colin Bible

Colin Bible, PE  
Project Manager

Attachment to Invoice: 17081932-2

Garver Project: 17081932

August 25, 2017

East Terminal Air Carrier Apron  
Period Ending: August 18, 2017

**Construction Observation Services**

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<b>Personnel</b>	<b>Hours</b>	<b>Bill Rate</b>	<b>Amount</b>
C-3	527.50	\$155.00	\$81,762.50
<b>Labor</b>			<b>\$81,762.50</b>

<b>Reimbursable Expenses</b>			<b>Courier/</b>				
<b>Lodging</b>	<b>Printing</b>	<b>Mileage</b>	<b>Shipping</b>	<b>Supplies</b>	<b>Travel</b>	<b>Meals</b>	
\$4,339.60	\$0.00	\$2,667.12	\$0.00	\$526.71	\$48.00	\$2,123.42	<b>\$9,704.85</b>

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<b>Due This Invoice:</b>	
Construction Observation Services	<b>\$91,467.35</b>

**GRAND JUNCTION REGIONAL AIRPORT  
EAST TERMINAL AIR CARRIER APRON**



**CONSTRUCTION ADMINISTRATION SERVICES**

Professional Services through 8/18/2017

Invoice No. 17081932-2

WORK TASK DESCRIPTION	Estimated Amount	Percent Complete	Total Billed to Date	Previous Billings	Current Billing
<b>1. Civil Engineering</b>					
Coordination with Sponsor	\$2,048.00	40.00%	\$819.20	\$409.60	\$409.60
Project Administration	\$2,648.00	50.00%	\$1,324.00	\$529.60	\$794.40
Update demolition plan layout and station/offset callouts due to changes in Change Order No. 1.	\$972.00	100.00%	\$972.00	\$972.00	\$0.00
Redesign trench drain alignment to due Change Order No.1	\$2,546.00	100.00%	\$2,546.00	\$2,546.00	\$0.00
Prepare for Preconstruction Meeting	\$512.00	100.00%	\$512.00	\$512.00	\$0.00
Attend and Conduct Preconstruction Meeting	\$3,392.00	100.00%	\$3,392.00	\$3,392.00	\$0.00
Construction Start-up Coordination	\$4,064.00	100.00%	\$4,064.00	\$4,064.00	\$0.00
Prepare for and Attend Phasing Coordination Meetings (Phases II-V)	\$14,808.00	50.00%	\$7,404.00	\$0.00	\$7,404.00
Weekly Construction Coordination Meetings (Teleconference, 22 Weeks), Prepare and Distribute Minutes	\$9,328.00	40.00%	\$3,731.20	\$1,399.20	\$2,332.00
Respond to Contractor Inquiries	\$12,192.00	40.00%	\$4,876.80	\$3,657.60	\$1,219.20
Construction Observer Inquiries and Coordination	\$12,192.00	45.00%	\$5,486.40	\$3,657.60	\$1,828.80
Quantity Verification	\$2,148.00	40.00%	\$859.20	\$214.80	\$644.40
Monthly Pay Requests	\$2,528.00	40.00%	\$1,011.20	\$505.60	\$505.60
Review Contractor's Safety Plan Compliance Documents	\$336.00	100.00%	\$336.00	\$336.00	\$0.00
Construction Management Plan	\$748.00	100.00%	\$748.00	\$748.00	\$0.00
Review Contractor's Certified Payroll Records & Perform Wage Rate Interviews and Submit Reports	\$1,133.00	40.00%	\$453.20	\$113.30	\$339.90
Certified Statements of payment to DBE subcontractors/suppliers	\$1,008.00	40.00%	\$403.20	\$100.80	\$302.40
Shop Drawings/Material Submittal Reviews	\$3,504.00	90.00%	\$3,153.60	\$2,452.80	\$700.80
Record Drawings	\$2,660.00	0.00%	\$0.00	\$0.00	\$0.00
Construction Progress Meetings and Site Visit (One Meeting Per Month, 5 Month Construction Duration, excluding Precon and Final Inspection)	\$16,960.00	40.00%	\$6,784.00	\$3,392.00	\$3,392.00
Preparation for and Attend Pre-Pave Meeting	\$4,064.00	100.00%	\$4,064.00	\$4,064.00	\$0.00
Prepare Change Orders	\$2,280.00	100.00%	\$2,280.00	\$2,280.00	\$0.00
Prepare for and Attend Final Project Inspection and Prepare Punchlist	\$4,064.00	0.00%	\$0.00	\$0.00	\$0.00
Testing Summary Log	\$1,160.00	10.00%	\$116.00	\$116.00	\$0.00
<b>Subtotal - Civil Engineering</b>	<b>\$107,295.00</b>	<b>51.57%</b>	<b>\$55,336.00</b>	<b>\$35,462.90</b>	<b>\$19,873.10</b>
<b>2. Electrical Engineering</b>					
Respond to Contractor Inquiries	\$1,848.00	50.00%	\$924.00	\$369.60	\$554.40
Construction Observer Inquiries	\$1,848.00	50.00%	\$924.00	\$369.60	\$554.40
Shop Drawings/Material Submittal Reviews	\$1,748.00	100.00%	\$1,748.00	\$1,398.40	\$349.60
Prepare Change Orders	\$996.00	100.00%	\$996.00	\$0.00	\$996.00
Record Drawings	\$996.00	0.00%	\$0.00	\$0.00	\$0.00
<b>Subtotal - Electrical Engineering</b>	<b>\$7,436.00</b>	<b>61.75%</b>	<b>\$4,592.00</b>	<b>\$2,137.60</b>	<b>\$2,454.40</b>
<b>3. Direct Non-Labor Expenses</b>					
Non-Labor Direct Expenses	\$22,969.00	25.00%	\$5,742.25	\$3,709.50	\$2,032.75
<b>Subtotal - Non-Labor Expenses</b>	<b>\$22,969.00</b>	<b>25.00%</b>	<b>\$5,742.25</b>	<b>\$3,709.50</b>	<b>\$2,032.75</b>
<b>Total Fee:</b>	<b>\$137,700.00</b>	<b>47.69%</b>	<b>\$65,670.25</b>	<b>\$41,310.00</b>	<b>\$24,360.25</b>

**GRAND JUNCTION REGIONAL AIRPORT  
EAST TERMINAL AIR CARRIER APRON**



**CONSTRUCTION OBSERVATION SERVICES & MATERIALS TESTING**

Professional Services through 8/18/2017

Invoice No. 17081932-2

**Construction Observation Services**

WORK TASK DESCRIPTION	Estimated Amount	Percent Complete	Total Billed to Date	Previous Billings	Current Billing
<b>1. Civil Engineering</b>					
Attend pre-construction meeting	\$1,240.00	100.00%	\$1,240.00	\$1,240.00	\$0.00
Contractor Coordination	\$3,100.00	100.00%	\$3,100.00	\$1,240.00	\$1,860.00
Construction Observation - Phase I (35 Calendar Days; 70hrs/week for 5 weeks)	\$54,250.00	100.00%	\$54,250.00	\$29,527.50	\$24,722.50
Construction Observation - Phase I (Additional Cost above Estimated)			\$20,150.00	\$0.00	\$20,150.00
Construction Observation - Phase II (25 Calendar Days; 70hrs/week for 3.6 weeks)	\$39,060.00	89.68%	\$35,030.00	\$0.00	\$35,030.00
Construction Observation - Phase III (24 Calendar Days; 70hrs/week for 3.5 weeks)	\$37,975.00	0.00%	\$0.00	\$0.00	\$0.00
Construction Observation - Phase IV (56 Calendar Days; 70hrs/week for 8 weeks)	\$86,800.00	0.00%	\$0.00	\$0.00	\$0.00
Construction Observation - Phase V (10 Calendar Days; 70hrs/week for 1.5 weeks)	\$16,275.00	0.00%	\$0.00	\$0.00	\$0.00
Assist with project closeout documents	\$3,100.00	0.00%	\$0.00	\$0.00	\$0.00
<b>Subtotal - Civil Engineering</b>	<b>\$241,800.00</b>	<b>47.05%</b>	<b>\$113,770.00</b>	<b>\$32,007.50</b>	<b>\$81,762.50</b>
<b>2. Direct Non-Labor Expenses</b>					
Non-Labor Direct Expenses	\$28,449.00		\$10,434.84	\$729.99	\$9,704.85
<b>Subtotal - Non-Labor Expenses</b>	<b>\$28,449.00</b>		<b>\$10,434.84</b>	<b>\$729.99</b>	<b>\$9,704.85</b>
<b>Total Fee:</b>	<b>\$270,249.00</b>		<b>\$124,204.84</b>	<b>\$32,737.49</b>	<b>\$91,467.35</b>
<b>Construction Materials Testing</b>					
Construction Materials Testing	\$ 99,700.00	33.00%	\$ 32,901.00	\$9,970.00	\$ 22,931.00

## Grand Junction Regional Airport Authority

### Agenda Item Summary

TOPIC:	Mead & Hunt Pay Request for AIP 55		
PURPOSE:	Information <input 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. 271507, in the amount of \$309,142.94.		
LAST ACTION:			
DISCUSSION:	This invoice is the progress billing for work completed on AIP 55.  Staff has reviewed the invoice and concurs with the stated level of completion and recommends paying the invoice.		
FISCAL IMPACT:	FAA - \$278,228.65 (90%) State - \$15,457.15 (5%) Local - \$15,457.14 (5%)		
COMMUNICATION STRATEGY:	None.		
ATTACHMENTS:	Mead & Hunt Invoice No. 271507 Compliance Matrix		
STAFFCONTACT:	Eric Trinklein <a href="mailto:etrinklein@gjairport.com">etrinklein@gjairport.com</a> Office: 970-248-8597		



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

## Invoice

August 7, 2017

Project No: R2331300-170312.02

Invoice No: 271507

Grand Junction Regional Airport  
2828 Walker Field Drive, Suite 301  
Grand Junction, Colorado 81506

Project R2331300- GJT Runway 2017  
170312.02

5/16/17 Task Order No. 1

### Professional Services from July 1, 2017 to July 31, 2017

Phase 000000 Lump Sum

#### Fee

Phase	Fee	Percent Complete	Earned	Current
Scope Development	74,260.00	100.00	74,260.00	0.00
Program Validation	77,491.50	30.00	23,247.45	23,247.45
Program Management	867,334.30	13.00	112,753.46	112,753.46
Pre-Design Elements - Runway Relocation	594,172.14	25.00	148,543.04	148,543.04
Design Overall Runway Relocation 30%	881,153.15	0.00	0.00	0.00
Remote Transmitter Receiver Grading Pack	175,482.80	0.00	0.00	0.00
27 1/4 Road Relocation Design	656,803.50	0.00	0.00	0.00
Design Overall Runway Relocation 60%	640,386.15	0.00	0.00	0.00
Total Fee	3,967,083.54		358,803.95	284,543.95
		Previous Fee Billing	74,260.00	
<b>Total</b>				<b>284,543.95</b>
		<b>Total this Phase</b>		<b>\$284,543.95</b>

Phase 000103 Grant Administration

Review of ACDBE/DBE status

#### Professional Personnel

	Hours	Rate	Amount
Design/Const Manager	2.50	180.00	450.00
Totals	2.50		450.00
<b>Total Labor</b>			<b>450.00</b>
		<b>Total this Phase</b>	<b>\$450.00</b>

Phase 000104 Land Acquisition

BLM/FAA coordination performed facilitating land transfer.

Project	R2331300-170312.02	GJT Runway 2017	Invoice	271507
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#### Professional Personnel

	Hours	Rate	Amount	
Design/Const Manager	9.50	180.00	1,710.00	
Totals	9.50		1,710.00	
<b>Total Labor</b>				<b>1,710.00</b>

#### Reimbursable Expenses

Travel			58.33	
<b>Total Reimbursables</b>			<b>58.33</b>	<b>58.33</b>
<b>Total this Phase</b>				<b>\$1,768.33</b>

-----  
Phase 000107 Permitting and Agency Coordination  
Multiple meetings, permitting documentation performed.

#### Professional Personnel

	Hours	Rate	Amount	
Design/Const Manager	42.00	180.00	7,560.00	
Senior Engineer	48.50	160.00	7,760.00	
Engineer II	6.00	130.00	780.00	
Engineer I	11.00	110.00	1,210.00	
Totals	107.50		17,310.00	
<b>Total Labor</b>				<b>17,310.00</b>

#### Consultants

Consultants				
6/30/2017	River City Consultants, Inc.		3,720.00	
<b>Total Consultants</b>			<b>3,720.00</b>	<b>3,720.00</b>

#### Reimbursable Expenses

Travel			982.04	
Employee Vehicle Mileage			368.62	
<b>Total Reimbursables</b>			<b>1,350.66</b>	<b>1,350.66</b>
<b>Total this Phase</b>				<b>\$22,380.66</b>
<b>Total this invoice</b>				<b>\$309,142.94</b>

# Billing Backup

Tuesday, August 8, 2017

Mead and Hunt, Inc.

Invoice 271507 Dated 8/7/2017

8:09:59 AM

Project	R2331300-170312.02	GJT Runway 2017
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Phase	000103	Grant Administration
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## Professional Personnel

		Hours	Rate	Amount
Design/Const Manager				
Senior Project Engineer				
40 - Page, Bryan	7/5/2017	1.00	180.00	180.00
40 - Page, Bryan	7/25/2017	1.00	180.00	180.00
40 - Page, Bryan	7/27/2017	.50	180.00	90.00
Totals		2.50		450.00
<b>Total Labor</b>				<b>450.00</b>

**Total this Phase \$450.00**

Phase	000104	Land Acquisition
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## Professional Personnel

		Hours	Rate	Amount
Design/Const Manager				
Planner III				
0 - Hayes, Ryan	6/26/2017	.50	180.00	90.00
0 - Hayes, Ryan	6/27/2017	1.50	180.00	270.00
0 - Hayes, Ryan	7/3/2017	1.00	180.00	180.00
0 - Hayes, Ryan	7/6/2017	2.50	180.00	450.00
0 - Hayes, Ryan	7/7/2017	1.50	180.00	270.00
0 - Hayes, Ryan	7/27/2017	1.50	180.00	270.00
0 - Hayes, Ryan	7/28/2017	1.00	180.00	180.00
Totals		9.50		1,710.00
<b>Total Labor</b>				<b>1,710.00</b>

## Reimbursable Expenses

Travel				
0070866	7/10/2017	Hayes, Ryan	50.48	
0070866	7/11/2017	Hayes, Ryan	7.85	
<b>Total Reimbursables</b>			<b>58.33</b>	<b>58.33</b>

**Total this Phase \$1,768.33**

Phase	000107	Permitting and Agency Coordination
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## Professional Personnel

		Hours	Rate	Amount
Design/Const Manager				
Project Scientist				
0 - Bridges, Louis	7/10/2017	1.00	180.00	180.00

Project	R2331300-170312.02	GJT Runway 2017			Invoice	271507
0 - Bridges, Louis		7/11/2017	8.00	180.00	1,440.00	
0 - Bridges, Louis		7/14/2017	1.00	180.00	180.00	
0 - Bridges, Louis		7/31/2017	1.00	180.00	180.00	
Planner III						
0 - Hayes, Ryan		6/26/2017	1.00	180.00	180.00	
0 - Hayes, Ryan		6/29/2017	1.00	180.00	180.00	
0 - Hayes, Ryan		7/7/2017	2.50	180.00	450.00	
0 - Hayes, Ryan		7/8/2017	1.50	180.00	270.00	
0 - Hayes, Ryan		7/10/2017	7.00	180.00	1,260.00	
0 - Hayes, Ryan		7/11/2017	7.00	180.00	1,260.00	
0 - Hayes, Ryan		7/12/2017	2.00	180.00	360.00	
0 - Hayes, Ryan		7/13/2017	6.00	180.00	1,080.00	
0 - Hayes, Ryan		7/24/2017	1.00	180.00	180.00	
0 - Hayes, Ryan		7/25/2017	1.00	180.00	180.00	
0 - Hayes, Ryan		7/26/2017	.50	180.00	90.00	
0 - Hayes, Ryan		7/27/2017	.50	180.00	90.00	
Senior Engineer						
Senior Engineer						
0 - Gonzalez, Rafael		7/10/2017	7.00	160.00	1,120.00	
0 - Gonzalez, Rafael		7/11/2017	7.00	160.00	1,120.00	
0 - Gonzalez, Rafael		7/12/2017	4.00	160.00	640.00	
0 - Gonzalez, Rafael		7/13/2017	10.00	160.00	1,600.00	
0 - Gonzalez, Rafael		7/14/2017	3.00	160.00	480.00	
0 - Gonzalez, Rafael		7/17/2017	2.00	160.00	320.00	
0 - Gonzalez, Rafael		7/18/2017	4.00	160.00	640.00	
0 - Gonzalez, Rafael		7/19/2017	4.00	160.00	640.00	
0 - Gonzalez, Rafael		7/20/2017	2.00	160.00	320.00	
0 - Gonzalez, Rafael		7/21/2017	2.00	160.00	320.00	
0 - Gonzalez, Rafael		7/25/2017	1.00	160.00	160.00	
0 - Gonzalez, Rafael		7/26/2017	1.00	160.00	160.00	
0 - Gonzalez, Rafael		7/27/2017	1.50	160.00	240.00	
Engineer II						
Engineer III						
0 - Easterlin, Jared		7/11/2017	2.00	130.00	260.00	
0 - Easterlin, Jared		7/13/2017	3.00	130.00	390.00	
0 - Easterlin, Jared		7/14/2017	1.00	130.00	130.00	
Engineer I						
Engineer I						
0 - Chuang, Jennifer		7/18/2017	6.00	110.00	660.00	
0 - Chuang, Jennifer		7/19/2017	5.00	110.00	550.00	
Totals			107.50		17,310.00	
Total Labor						17,310.00
Consultants						
Consultants						
AP 190660	6/30/2017	River City Consultants, Inc. / Invoice: 19591, 7/21/2017			3,720.00	
Total Consultants					3,720.00	3,720.00

Project	R2331300-170312.02	GJT Runway 2017	Invoice	271507
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# Reimbursable Expenses

## Travel

190998	7/31/2017	Amex Travel / Invoice: GONZALEZ ROSALES/RAF, 7/7/2017	495.78
190998	7/31/2017	Amex Travel / Invoice: GONZALEZ ROSALES/RAF, 7/7/2017	9.00
0070866	7/11/2017	Hayes, Ryan	120.47
0070866	7/13/2017	Hayes, Ryan	313.07
0070866	7/13/2017	Hayes, Ryan	43.72

## Employee Vehicle Mileage

0070866	7/13/2017	Hayes, Ryan	283.55
0070877	7/11/2017	Bridges, Louis	85.07

<b>Total Reimbursables</b>	<b>1,350.66</b>	<b>1,350.66</b>
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<b>Total this Phase</b>	<b>\$22,380.66</b>
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<b>Total this Project</b>	<b>\$24,598.99</b>
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<b>Total this Report</b>	<b>\$24,598.99</b>
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## River City Consultants Inc.

744 Horizon Ct. - #110  
Grand Junction, CO 81506  
Tel: (970) 241-4722 Fax: (970) 241-8841  
info@rccwest.com  
rccwest.com

### Invoice

Mead & Hunt  
1743 Wazee Street  
Suite 400  
Denver, CO 80202

**Invoice Date:** Jul 21, 2017  
**Invoice Num:** 19591  
**Billing From:** May 01, 2017  
**Billing To:** Jul 20, 2017

#### 107-Permitting and Agency Coordination (1644-00117:Task 107) - Managed by (Geer I)

##### Professional Services:

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
6/15/2017	Kenney M	Design Engineer Environmental Fill out airport security clearance application.	0.50	\$135.00	\$67.50
6/30/2017	Kenney M	Environmental Email Travis at ACOE about meeting in August. Email Rick at City about meeting with City personnel on July 10th or 11th.	0.50	\$135.00	\$67.50
7/5/2017	Geer I	Project Management Setup meetings with stakeholder / utility entities	0.50	\$150.00	\$75.00
7/6/2017	Geer I	Project Management	0.50	\$150.00	\$75.00
7/10/2017	Kenney M	Administration/Meetings/Miscellaneous GJRA Badge Biometrics and training. Get second form of ID and pick up badges.	2.50	\$135.00	\$337.50
7/10/2017	Geer I	Project Management setup meetings with Ute water and Xcel	1.00	\$150.00	\$150.00
7/10/2017	Geer I	Administration/Meetings/Miscellaneous badge training	2.00	\$135.00	\$270.00
7/10/2017	Geer I	Administration/Meetings/Miscellaneous meet with state dam engineer to discuss detention pond classification	2.00	\$135.00	\$270.00
7/11/2017	Geer I	Administration/Meetings/Miscellaneous permit stakeholder meetings with city of gj, ute water, grand valley power, and the blm	5.00	\$135.00	\$675.00
7/11/2017	Thompson K	General Meetings meetings with Grand Valley Power, Ute Water and BLM	6.00	\$125.00	\$750.00
7/13/2017	Geer I	Administration/Meetings/Miscellaneous Stakeholder meetings with Grand Valley Water Users and Xcel	3.00	\$135.00	\$405.00
7/13/2017	Thompson K	General Meetings Grand Valley Water Users and Xcel Energy	3.00	\$125.00	\$375.00
7/18/2017	Geer I	Administration/Meetings/Miscellaneous Permitting schedule	0.50	\$135.00	\$67.50
7/19/2017	Geer I	Administration/Meetings/Miscellaneous calls with Kari Nichols on GJT drainage questions and Rick Dorris	1.00	\$135.00	\$135.00

**Total Service Amount:** \$3,720.00

**Amount Due This Invoice:** \$3,720.00

*This invoice is due on 8/20/2017*



## River City Consultants Inc.

744 Horizon Ct. - #110

Grand Junction, CO 81506

Tel: (970) 241-4722 Fax: (970) 241-8841

info@rccwest.com

rccwest.com

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**107-Permitting and Agency Coordination** (1644-00117:Task 107) - Managed by (Geer I)

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Invoice Approved by Project Manager

July 21, 2017

Project No: 2331300-170312.01

Invoice No: 19591

Subconsultant River City Consultants, Inc.

To:

Accounts Payable

Accounts.Payable@meadhunt.com

CC:

Jenny Lott

Jenny.Lott@meadhunt.com

Remit by email only

**Project 2331300-170312.01 Grand Junction Regional Airport Runway 11/29 Relocation Program**

Contract: Task Order #01 July 10, 2017 (*date of Task Order*)

**Professional Services from 5/1/17 to 7/20/17**

Phase **107** **Permitting and Agency Coordination, Time and Expense**

**Fee**

Phase	Fee	Percent Complete	Earned	Current
	\$3720	10	0	\$3720
Total Fee	\$3720		0	\$3720
		Previous Fee Billing	0	
	<b>Total</b>			<b>\$3720</b>

**Total this Phase \$3720**

**Total this invoice \$3720**

## Meeting Tracking Report - SUMMARY



PROJECT: GJT Grand Junction Airport Runway Design  
 MANAGER: Scott Cary  
 PREPARED BY: Jenny Lott  
 DATE: 8/3/2017

COMPLETED 7/31/2017  
 MEETINGS AS OF:

TASK 100 SCOPE DEVELOPMENT		MEETINGS	COMPLETED	% COMPLETE
<b>100.0 - Scope Development</b>				
Pre-Scoping Teleconference	Consultant + GJT	1	2	200%
Study Design Kick-Off Teleconference	Consultant Team	1	1	100%
Scoping Teleconference	Consultant Team	10	12	120%
Scoping Teleconference	Consultant + GJT + FAA	3	2	67%
<b>TOTAL MEETINGS COMPLETE</b>		<b>15</b>	<b>17</b>	<b>113.33%</b>

TASK 101 PROGRAM VALIDATION		MEETINGS	COMPLETED	% COMPLETE
<b>101.1 Design Charrette / Confirmation</b>				
Ongoing Weekly Meetings	Consultant	TBD	0	N/A
2 Day Meeting in Grand Junction	Consultant + GJT Guidance Team	1	0	0%
Presentation with GJT to FAA @ Denver Airports Dist. Office	Consultant + GJT + FAA	1	0	0%
Board Meetings (Regularly Scheduled)	Consultant	TBD	2	N/A
<b>TOTAL MEETINGS COMPLETE</b>		<b>2</b>	<b>2</b>	<b>100.00%</b>

TASK 102 PROJECT MANAGEMENT		MEETINGS	COMPLETED	% COMPLETE
<b>102.2 Project Team Briefings</b>				
Briefing Teleconference	Consultant Team	30	37	123%
<b>102.3 Airport Coordination</b>				
Airport Briefing Teleconference	Consultant + GJT	45	23	51%
Airport Briefing In Person @ Grand Junction	Consultant + Sponsor Staff	15	2	13%
Program Updates @ Grand Junction	Consultant + GJT	4	0	0%
Coordinate by Telephone with GJT (7 days per month)	Consultant Team	TBD	Ongoing	N/A
<b>102.4 FAA Coordination</b>				
FAA Briefing Teleconference	Consultant + FAA	45	5	11%
FAA Meeting In Person @ Denver Airports Dist. Office	Consultant + FAA	15	0	0%
FAA + GJT Meeting In Person @ Denver Airports Dist. Office	Consultant + GJT + FAA	7	1	14%
<b>102.6 User and Tenant Coordination</b>				
As Needed: Conference Calls	Consultant + User + Tenant	TBD	0	N/A
As Needed: In Person Meeting	Consultant + User + Tenant	TBD	0	N/A
Meeting Teleconference	Consultant	2	0	0%
Meeting In Person (During other site visits)	Consultant	TBD	0	N/A
<b>102.7 Quality Assurance</b>				
Quality Assurance Teleconference (2 per month)	Consultant Team	TBD	0	N/A
<b>TOTAL MEETINGS COMPLETE</b>		<b>163</b>	<b>68</b>	<b>41.72%</b>

TASK 103 GRANT ADMINISTRATION		MEETINGS	COMPLETED	% COMPLETE
<b>103.0 - Grant Administration</b>				
Prep of Grant Application Teleconference	Consultant + GJT + FAA	4	0	0%
<b>TOTAL MEETINGS COMPLETE</b>		<b>4</b>	<b>0</b>	<b>0.00%</b>

## Meeting Tracking Report - SUMMARY



PROJECT: **GJT Grand Junction Airport Runway Design**  
 MANAGER: **Scott Cary**  
 PREPARED BY: **Jenny Lott**  
 DATE: **8/3/2017**

COMPLETED **7/31/2017**  
 MEETINGS AS OF:

TASK 104 LAND ACQUISITION AND COORDINATION			MEETINGS	COMPLETED	% COMPLETE
104.1 BLM Land Transfer					
Teleconference	Consultant + FAA + BLM + GJT	8	2	25%	
As Necessary: In Person Meeting @ BLM or FAA Offices	Consultant + FAA + BLM	TBD	2	N/A	
104.4 Irrigation District Construction Easement/Water Source Coordination					
Teleconference	Consultant + Irrigation District + GJT	5	1	20%	
As Necessary: In Person Meeting @ Irrigation Dist. Offices	Consultant + Irrigation District	TBD	2	N/A	
104.6 Land Rights Survey					
As Necessary: Informal & Ad-hoc Meeting	Consultant	TBD	2	N/A	
TOTAL MEETINGS COMPLETE		13	9	69.23%	

TASK 105 PRE-DESIGN ELEMENTS - RUNWAY RELOCATION			MEETINGS	COMPLETED	% COMPLETE
105.1 Pre-Design Assessments					
Predesign Conference @ Denver Airports Dist. Office		Consultant	1	1	100%
Teleconference with Coordinating Agencies		Consultant + Coordinating Agencies	10	9	90%
105.3 Design Survey - Phase 2					
Bi-Weekly Teleconference (12 Months)		Consultant + Survey Team	24	0	0%
105.5 Geotechnical Investigation / Analysis					
Bi-Weekly Meeting: 4 On-Site & 22 Teleconference		Consultant	26	8	31%
105.6 Airfield Electrical Assessment					
Meeting Discuss Comments on Report		Technical Staff	1	0	0%
TOTAL MEETINGS COMPLETE			62	18	29.03%

TASK 106 DESIGN OVERALL RUNWAY RELOCATION 30%			MEETINGS	COMPLETED	% COMPLETE
106.1 Runway Relocation Program Overall 30% Preliminary Documents					
Internal Coordination Meeting Teleconference	Consultant	8	0	0%	
30% Design Brief @ GJT	Consultant + Sponsor Staff	1	0	0%	
106.2 Preliminary Contractual Documents Template (Front-End)					
Meeting @ GJT	Consultant + GJT Legal Counsel + FAA	1	0	0%	
106.9 NAVAID Relocation / Coordination					
Formal Teleconference @ GJT	Consultant + FAA Air Traffic	4	0	0%	
106.11 30% Design Review period					
30% Design Review Meeting @ GJT	Consultant + GJT	1	0	0%	
TOTAL MEETINGS COMPLETE		14	0	0.00%	

## Meeting Tracking Report - SUMMARY



PROJECT: **GJT Grand Junction Airport Runway Design**  
 MANAGER: **Scott Cary**  
 PREPARED BY: **Jenny Lott**  
 DATE: **8/3/2017**

COMPLETED  
 MEETINGS AS OF: **7/31/2017**

TASK 107 PERMITTING AND AGENCY COORDINATION					
<b>107.1 Comprehensive Permit/Opportunity Analysis</b>					
Teleconference Meetings 2 per Month	Consultant Team	24	4	17%	
As Necessary: Informal & Ad-hoc Meetings	Consultant	TBD	0	N/A	
<b>107.2 USACE Permit Applications</b>					
Teleconference Meetings 2 per Month	Consultant Team	24	0	0%	
As Necessary: Informal & Ad-hoc Meetings	Consultant	TBD	0	N/A	
<b>107.3 Storm Water Permitting</b>					
Teleconference Meetings 2 per Month	Consultant Team	24	4	17%	
As Necessary: Informal & Ad-hoc Meetings	Consultant	TBD	0	N/A	
<b>107.4 DWR Office of the State Engineer Dam Requirements</b>					
Meeting During "30% Drainage Design Meeting (Task 106)"	Consultant	1	0	0%	
Meeting During "Advancement of 60% Drainage Design (Task 106)"	Consultant	1	0	0%	
<b>TOTAL MEETINGS COMPLETE</b>		<b>74</b>	<b>8</b>	<b>10.81%</b>	

TASK 108 REMOTE TRANSMITTER RECEIVER (RTR) GRADING PACKAGE					
<b>108.1 Advance Previous 25% Design Package to 60%</b>					
<b>108.1A Preparation of Preliminary Documents</b>					
Internal Coordination Meeting Teleconference	Consultant	2	0	0%	
60% Design Brief @ GJT	Consultant + Sponsor Staff	1	0	0%	
<b>108.2 ATO RTR Relocation / Coordination</b>					
Formal Teleconference	Consultant + FAA Air Traffic	4	1	25%	
<b>108.3 Uranium Tailings Remediation</b>					
<b>108.3A Research Options</b>					
Teleconference Meeting @ Denver	Consultant + CDPHE	2	2	100%	
Meeting	Consultant + GJT	1	1	100%	
Meeting	Consultant + Radiological Survey Contractor	1	2	200%	
<b>108.3B Offsite Disposal Action Plan</b>					
Teleconference Meeting	Consultant + CDPHE + GJT	8	0	0%	
<b>108.4 60% Design Review period</b>					
60% Design Review Meeting @ GJT	Consultant + GJT	1	0	0%	
<b>108.5 95% Design Package</b>					
Internal Coordination Meeting	Consultant	2	0	0%	
Design Review 95% Effort	Consultant + GJT + FAA	1	0	0%	
Additional Coordination Meeting @ GJT	Consultant + GJT	1	0	0%	
Design Brief @ GJT	Consultant + Sponsor Staff	1	0	0%	
<b>108.6 Final Design Package</b>					
Internal Coordination Meeting	Consultant	2	0	0%	
Design Review Meeting @ GJT	Consultant + GJT	1	0	0%	
Additional Coordination Meeting @ GJT	Consultant + GJT	1	0	0%	
Design Brief @ GJT	Consultant + Sponsor Staff	1	0	0%	
<b>TOTAL MEETINGS COMPLETE</b>		<b>30</b>	<b>6</b>	<b>20.00%</b>	

## Meeting Tracking Report - SUMMARY



PROJECT: **GJT Grand Junction Airport Runway Design**  
 MANAGER: **Scott Cary**  
 PREPARED BY: **Jenny Lott**  
 DATE: **8/3/2017**

COMPLETED  
 MEETINGS AS OF: **7/31/2017**

TASK 109 27 ¼ ROAD RELOCATION DESIGN					
<b>109.1 Project Coordination, Project Management, and Review Meetings</b>					
Predesign Conference and Site Visit	Consultant Team	1	1	100%	
Plan Review Meeting - 30%	Consultant Team + GJT + FAA + Other Agencies	1	0	0%	
Plan Review Meeting - 60%	Consultant Team + GJT + FAA + Other Agencies	1	0	0%	
Plan Review Meeting - 95%	Consultant Team + GJT + FAA + Other Agencies	1	0	0%	
Plan Review Meeting - Final Submittal	Consultant Team + GJT + FAA + Other Agencies	1	0	0%	
Utility Coordination Meeting - 30%	Consultant Team	1	0	0%	
Utility Coordination Meeting - 60%	Consultant Team	1	0	0%	
Utility Coordination Meeting - 95%	Consultant Team	1	0	0%	
Utility Coordination Meeting - Final Submittal	Consultant Team	1	0	0%	
Team Coordination Calls (Monthly for 8 Months)	Consultant Team	8	1	13%	
As Needed: On-Site Meeting	Consultant Team	TBD	0	N/A	
Project Management Meeting	Consultant	TBD	0	N/A	
<b>109.3 Prepare 30% Plans</b>					
Internal Coordination Meeting	Consultant Team	8	0	0%	
<b>109.5 Prepare 60% Plans</b>					
Internal Coordination Meeting	Consultant Team	8	0	0%	
<b>109.7 Final Design (95% and Final)</b>					
Internal Coordination Meeting	Consultant Team	4	0	0%	
Design Brief @ GJT	Consultant + Sponsor Staff	1	0	0%	
<b>TOTAL MEETINGS COMPLETE</b>		<b>38</b>	<b>2</b>	<b>5.26%</b>	

TASK 110 DESIGN OVERALL RUNWAY RELOCATION 60%					
<b>110.1 Runway Relocation Program Overall 60% Preliminary Documents</b>					
60% Design Brief @ GJT	Consultant + Sponsor Staff	1	0	0%	
<b>110.7 Commercial Utility Design</b>					
Teleconference Meeting	Consultant + Utility Providers	4	0	0%	
<b>110.12 60% Review period</b>					
60% Design Review Meeting @ GJT	Consultant + GJT	1	0	0%	
<b>TOTAL MEETINGS COMPLETE</b>		<b>6</b>	<b>0</b>	<b>0.00%</b>	

TASK 111 CONSTRUCTION FINANCIAL PLANNING					
<b>111.3 Coordination</b>					
Teleconference Meeting	Consultant Team	15	0	0%	
Working Group In Person Meeting @ MH Grand Junction Office	Consultant	4	0	0%	
<b>TOTAL MEETINGS COMPLETE</b>		<b>19</b>	<b>0</b>	<b>0.00%</b>	

Progress      Deliverable      Comments

#### TASK 100 SCOPE DEVELOPMENT

*Lump Sum*

Scope of Services Detailed Outline	Complete		
Scope of Services	Complete		
Fee Estimate	Complete		
Schedule	Complete		
Blank Spreadsheet for Independent Fee Estimate in MS Excel	Complete		
Final Scope of Services, Fee Estimate, Negotiations, and Schedule	Complete		

#### TASK 101 PROGRAM VALIDATION

*Lump Sum*

Review Airfield per FAA AC 150/5300-13A Change 1 for Optimization	In Progress		
<i>o High Speed Connectors</i>	In Progress		
<i>o Total Number / Location of Connectors</i>	Draft Complete		
<i>o Overlapping RSA Adjustments</i>	Draft Complete		
<i>o Road / RPZ Considerations</i>	In review		
Confirm Aircraft Fleet Mix			
Confirm Airport Design Goals	In progresss		
Discuss Potential Trends in NAVAIDS	In progresss		
Evaluate Potential Global Cost Savings Alternatives			
Update Cost Estimate per EA Quantity Development and Current Phasing	In progress		

#### TASK 102 PROGRAM MANAGEMENT

*Lump Sum*

Monthly	Ongoing		3 of 15 months complete
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Progress      Deliverable      Comments

### TASK 103 GRANT ADMINISTRATION

#### *Time and Expense*

Update 3-year DBE program and goals	In progress		Detail provided
Prepare monthly FAA Requests for Reimbursement for each grant including Form 271 and Invoice spreadsheet			
Land acquisition documentation for land transactions			
Assist GJT to prepare submittal of annual FAA 271, 425 and DBE reports			
Quarterly progress reports			
Assist with Federal, State and Local Audits of the 2017/2018 grants			
Grant applications			
FAA grant administration forms			
Grant closeout report			

### TASK 104 LAND ACQUISITION AND COORDINATION

#### *Time and Expense*

#### **104.1 BLM Land Transfer**

The Consultant will develop a Land Transfer Schedule and update it monthly (eight (8) total updates)		Yes	2 of 8 complete
Completed applications with all FAA and BLM comments addressed.	In progress		One planned. Two required. 1 of 2 complete
BLM patent for land transfer.	In progress		
Updated Exhibit "A" Property Map			

#### **104.2 BLM Right of Way (ROW) Grants**

Completed Standard Form 299			
Provision of project descriptions and area maps.	Complete		
Provision of necessary technical and financial capabilities.	Complete		
References to EA land transfer alternatives as necessary.	Complete		
Provide the statement of need, including the economic feasibility statements.	Complete		
Provide information on drainage structure use, dimension and construction impacts.	In progress		
Assistance with agreements on regular maintenance of detention ponds.			

Progress      Deliverable      Comments

**104.3 BLM Recreational Land Mitigation Assistance and Coordination**

Completed and signed MOA for mitigation.	In progress	Yes	At airport for execution
Facilitate GJT payment of \$250,000 to BLM for design/construction of staging area per MOA.	In progress		Awaiting MOA
Coordinate access to public lands during runway and road construction.			

**104.4 Irrigation District Construction Easement/Water Source Coordination**

Approved construction easements	In progress		Long term action item
Proposed method for obtaining construction water	In progress		Long term action item

**104.5 Other Easements as Required**

**104.6 Land Rights Survey**

Base drawings	In progress		Draft final complete
Easement and Right of Way Exhibits	In progress		ROW vacation and utility investigations in progress.

**TASK 105 PRE-DESIGN ELEMENTS - RUNWAY RELOCATION**

*Lump Sum*

**105.1 Pre-Design Assessments**

Basis of Design memorandum for drainage	In progress		
<b>105.2 Design Survey - Phase 1</b>	Complete		
<b>105.3 Design Survey - Phase 2</b>	In progress		Validation ongoing of Phase II data
Topographic survey TIN (Triangular Irregular Network)	Complete		

**105.4 AGIS Survey**

AGIS Website Deliverables	In progress		Scope of work at FAA
Color digital orthophotos with a 1.0' pixel resolution in GeoTIFF (project area)	In progress		
Two (2) color enlargements (30"x40") covering the airport and surrounding area (mounted/laminated/framed)	In progress		
Part 77 Obstruction survey data	In progress		

Progress Deliverable Comments

**105.5 Geotechnical Investigation / Analysis**

Subsurface Exploration– Proposed Runway 12/30	In progress		Field work completed
Subsurface Exploration– Future Detention/Water Quality Ponds/Drainage Areas	Pending		Awaiting BLM access
Subsurface Exploration and Pavement Evaluation Scope – Existing Runway 11/29	In progress		Field work completed
Subsurface Exploration Scope – 27¼ Road	Pending		Awaiting BLM access/City concurrence on alignment
Borrow Source Evaluation – Seismic Refraction Testing	In progress		Field work completed
Additional Exploration and Study:			

**105.6 Airfield Electrical Assessment**

Preliminary Electrical Evaluation Report			
Preliminary Exhibits (Vault, Circuits, Sign Plan, etc.)			

**TASK 106 DESIGN OVERALL RUNWAY RELOCATION 30%**

*Lump Sum*

<b>106.1 Runway Relocation Program Overall 30% Preliminary Documents</b>	In progress		grading, drainage and related efforts in progress
<b>106.2 Preliminary Contractual Documents Template (Front-End)</b>			
<b>106.3 Preliminary Master Project Specific Construction Modifications</b>			
<b>106.4 Pavements</b>			
<b>106.5 Drainage</b>	In progress		data gathering/sizing in progress
<b>106.7 Commercial Utility Design</b>	In progress		
<b>106.9 NAVAID Relocation / Coordination</b>	In progress		
<b>106.10 30% Preliminary Engineering Design Report</b>			

**TASK 107 PERMITTING AND AGENCY COORDINATION**

*Time and Expense*

<b>107.1 Comprehensive Permit/Opportunity Analysis</b>	In progress		
<b>107.2 USACE Permit Applications</b>	In progress		
<b>107.3 Storm Water Permitting</b>	In progress		
<b>107.4 DWR Office of the State Engineer Dam Requirements</b>	In progress		
<b>107.5 Raptor Survey</b>	Preliminary Complete		Final required spring 2018 to coordinate with construction start.

Progress

Deliverable

Comments

**TASK 108 REMOTE TRANSMITTER RECEIVER (RTR) GRADING PACKAGE***Lump Sum*

<b>108.1 Advance Previous 25% Design Package to 60%</b>			
Preparation of Preliminary Documents			
Pavements			
Grading			
<b>108.2 ATO RTR Relocation / Coordination</b>			
<b>108.3 Uranium Tailings Remediation</b>			
Research Options for Remediation, Coordinate with CDPHE and Perform Radiological Survey	In Progress		Survey complete
Offsite Disposal Action Plan	In Progress		
Offsite Disposal Action Plan	In Progress		
<b>108.4 60% Design Review period</b>			
<b>108.5 95% Design Package</b>			
<b>108.6 Final Design Package</b>			
Final Plans – 11"x17"			
Final Contractual Documents			
Final Technical Specifications			
Final Engineering Design Report			

**TASK 109 27 ¼ ROAD RELOCATION DESIGN***Lump Sum*

Final design package	In progress		Alignment evaluations for Task 101 covered here.
<i>o Final Plans – 11"x17"</i>			
<i>o Final Contractual Documents</i>			
<i>o Final Technical Specifications</i>			
<i>o Final Engineering Design Report</i>			

Progress

Deliverable

Comments

**TASK 110 DESIGN OVERALL RUNWAY RELOCATION 60%***Lump Sum*

<b>Runway Relocation Program Overall 30% Preliminary Documents</b>			
<b>Preliminary Contractual Documents Template (Front-End)</b>			
<b>Master Project Specific Construction Modifications</b>			
<b>Pavements</b>			
<b>Drainage</b>			
<b>Grading</b>			
<b>Commercial Utility Design</b>			
<b>Electrical</b>			
<b>NAVAID Relocation / Coordination</b>			
<b>Preliminary Engineering Design Report</b>			
<b>Airports Safety Management Systems Efforts</b>		N/A	Included with CSPP
<b>Close Out Report</b>			

## Grand Junction Regional Airport Authority

### Agenda Item Summary

TOPIC:	Civil Air Patrol lease		
PURPOSE:	Information <input checked="" type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Staff recommends that the Board approve the 20 year lease with Civil Air Patrol.		
LAST ACTION:	At the August 2017 regular board meeting, the board agreed to renew the Civil Air Patrol (CAP) lease		
DISCUSSION:	During the discussion concerning the renewal of the CAP lease, the board requested staff to determine the appropriate lease term. Staff contacted CAP headquarters to discuss common lease terms. The terms range from monthly to 20 years. Based on this discussion staff determined to offer a 10 year lease term. This is a zero dollar lease.		
ATTACHMENTS:	None – the full lease document can be reviewed upon request.		
STAFFCONTACT:	Chance Ballegeer Airport Security Coordinator/Property Management Cell: 970.712.0969 Office: 970.248.8586 Email: <a href="mailto:cballegeer@gjairport.com">cballegeer@gjairport.com</a>		

## Grand Junction Regional Airport Authority

### Agenda Item Summary

TOPIC:	ADK Invoice		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Staff recommends the Board authorize the payment to ADK Consulting & Executive Search invoice 6003 for \$11,000.		
LAST ACTION:	N/A		
DISCUSSION:	Per the Executive Search Services Agreement dated August 9, 2017, invoices will be presented for payment in three installments. The attached invoice is the first installment for \$11,000.		
FISCAL IMPACT:	\$11,000		
COMMUNICATION STRATEGY:	N/A		
ATTACHMENTS:	Invoice 6003		
STAFF CONTACT:	Mark Achen		



# Invoice

Bill To
Grand Junction Regional Airport Authority Attn: Mark Achen, Interim Exec. Director 2828 Walker Field Drive, Ste 301 Grand Junction, CO 81506 machen@gjairport.com

Date	Invoice #
8/21/2017	6003

PO #	Due Date
n/a	9/11/2017

Item	Description	Amount
Professional Fee	Executive Search services for Executive Director per signed contract dated August 11, 2017 with Notice to Proceed  First installment per agreement (due September 11, 2017 = 30 days after Notice to Proceed)	11,000.00
<b>Thank you for your business.</b>		<b>Total</b>
		<b>\$11,000.00</b>

Make all checks payable to ADK Consulting, Inc.  
If you have questions concerning this invoice, contact  
Doug Kuelpman at 904-536-8102 or adkconsutling@msn.com

## Grand Junction Regional Airport Authority

### Agenda Item Summary

TOPIC:	Replacement of Holdroom Clearstory Glass		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Staff recommends awarding the replacement of the holdroom clearstory glass to Glass Pro's, Inc. and allow staff to complete the payment once the replacement has been completed.		
LAST ACTION:	None.		
DISCUSSION:	The clearstory glass located in the ceiling of the lower holdroom is the original non-tempered glass that was installed when the terminal building was built. Some of the glass has lost it's seal making it less effective and it allows for condensation to form between the panes. This glass also poses a safety hazard because it is not tempered and will shatter when broken.		
FISCAL IMPACT:	\$17,044.00 for the replacement of all 50 pieces of glass. <i>This amount is within the 2017 budgeted amount of \$25,000.00.</i>		
COMMUNICATION STRATEGY:	None.		
ATTACHMENTS:	Price Comparison for Purchase of Goods, Materials, Supplies & General Services		
STAFFCONTACT:	Ben Peck <a href="mailto:bpeck@gjairport.com">bpeck@gjairport.com</a> Office: 970-248-8589		

**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:** Manuel Meastas

**DATE:** 9/8/2017

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: 50 pc Solar ban 70 Glass Temp. For  
Clear story Lower boarding area

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

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

# PRICE COMPARISON TABLE

	Vendor Name	Vendor Name	Vendor Name	Vendor Name	Vendor Name
Vendor Contact Name, Phone, and Email	Glass Pros	Glass Brokerage	Pinnacle LHS		
Item 1 – Price Quotation	17,044.00	17,081.00	18,850.00		
Item 2 – Price Quotation					
Item 3 – Price Quotation					
Amount is in Budget 1-55-340					

PURCHASE AWARDED TO (VENDOR NAME): Glass Pros, Inc. 94

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

DEPARTMENT MANAGER APPROVAL: [Signature]

AIRPORT MANAGER APPROVAL (IF REQUIRED): [Signature] 9/11/17

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"/>

**Glass Pros Inc.**  
**2471 Riverside Parkway**  
**Unit "C"**  
**Grand Junction, CO 81505**  
**(970) 242 - 9800 Fax: (970) 242 - 9878**

INVOICE NUMBER	
DATE	6/15/2016
REFERENCE #	Quo: 2854
TAX ID NUMBER	37-1558651

10:39AM

ACCOUNT	CUSTOMER TAX ID NUMBER	PO NUMBER	INSTALL DATE:
			INSTALLED BY:
SALES REP:			TERMS: None
BILL TO:  GRAND JUNCTION REGIONAL AIRPORT 2828 WALKER FIELD DRIVE 301 GRAND JUNCTION, CO 81506			SOLD TO:

**Insurance Information**

AGENT:	VERIFIED BY:	DISPATCH #:
	POLICY NUMBER:	
	CLAIM NUMBER:	
	CAUSE OF LOSS:	
	DATE OF LOSS:	DEDUCTIBLE:

**Vehicle Information**

MAKE:	MODEL:	YEAR:
BODY:	VIN:	ODOMETER:
STOCK #:	UNIT #:	LICENSE #:
R.O. #:		

Qty	Part Number	Hours	Labor	Adhesive	List Price	Net Price	Line Total
50.00	SOLARBAN	0.00	\$100.00	\$0.00	\$240.88	\$240.88	\$17,044.00
	OEM # - SOLARBAN 44 3/4 in. X 24 1/4 in. SOLARBAN 70 TEMP						

Upper windows in terminal

**\* THIS IS A QUOTE / DO NOT PAY \***

Thank you! Jeff

Customer Signature:

**Amount Due: \$17,044.00 Invoice Total \$17,044.00**

Total Labor \$5,000.00  
Total Kit \$0.00  
Total Parts \$12,044.00  
Subtotal \$17,044.00  
Sales Tax @ 0.0000 % \$0.00

I hereby authorize the above repair work to be done, along with the necessary material, and hereby grant you and/or your employees permission to operate the vehicle herein described on street, highways, and elsewhere for the purpose of inspection, testing, and pick-up/delivery to me. AN EXPRESS MECHANIC'S LIEN is hereby acknowledged on the above vehicle to secure the amount of repairs thereto. Not responsible for loss or damage to vehicle or articles therein by causes beyond our control. REPLACEMENT HAS BEEN MADE TO MY SATISFACTION AND I HEREBY ASSIGN SUCH PROCEEDS AS MAY BE REQUIRED TO SATISFY ALL AMOUNTS DUE AND OWING TO THE ABOVE NAMED COMPANY FOR SAID INSTALLATION. IF FOR ANY REASON THE INSURANCE COMPANY DOES NOT PAY FOR THESE REPAIRS/REPLACEMENTS, THE ABOVE SIGNED AGREES TO PAY FOR SAID REPAIRS/REPLACEMENTS.

GLASS BROKERAGE INC.  
 118 NORTH 22ND CT  
 2200 EAST MAIN STREET  
 GRAND JUNCTION, CO 81501  
 PH:970-243-4507 FAX:970-242-6970

Copy 1

Federal Tax ID: 36-4775651  
 State License: 7073

P/O#:	Cust State Tax ID: 98-00432-0000	Quote: Q065293
Taken By: MIKE	Cust Fed Tax ID:	Date: 8/3/2017
Installer:	Ship Via:	Time: 08:33 AM
SalesRep:	Adv. Code:	
Bill To: G J REG AIRPORT AUTH		Sold To: G J REG AIRPORT AUTH
GRAND JUNCTION REGIONAL AIRPORT AUTHORITY 2828 WALKERFIELD DRIVE #301 GRAND JUNCTION, CO 81506		GRAND JUNCTION REGIONAL AIRPORT AUT 2828 WALKERFIELD DRIVE #301 GRAND JUNCTION, CO 81506

970-244-9100 FAX: 241-9103 CELL: 261-5903-MANUEL

Qty	Part Number	Description	List	Disc%	Sell	Total
50	TEMP INSLOW-1"	(46" x 26") 1 1/2 " SOLAR BAN 70 TRIPLE GLAZED TEMPERED IG	\$231.00	0	\$231.00	\$11,550.00
1	FLAT LABOR	FLAT LABOR	\$4,500.00	0	\$4,500.00	\$4,500.00
1	GENPART	USE OF LIFT ON FACILITY TO GET GLASS ON ROOF	\$0.00	0	\$0.00	\$0.00
1	GENPART	SUNDRIES/ SEALANTS / BUTYL TAPE	\$550.00	0	\$550.00	\$550.00
1	ENERGY SURCHARGE	ENERGY FUEL SURCHARGE	\$481.40	0	\$481.40	\$481.40

ALL WORK TO BE PERFORMED DURING REGULAR BUSINESS HOURS

NET 10 DAYS

Total:

Sub Total: \$17,081.40

Tax: \$0.00

Total: \$17,081.40



## **Pinnacle Glass Co.**

549 South 10th Street, Grand Junction, CO 81501  
(970) 257-7166 p (970) 257-7509 f

# PROPOSAL

July 26, 2017

TO:	Grand Junction Regional Airport	PROJECT NAME:	Glass Replacement Clear Story
ATTN:	Manuel Meastas	LOCATION:	
PHONE:	248-8583	ARCHITECT:	
FAX:		PLANS DATE:	
		ADDENDA #:	

WE PROPOSE TO SUPPLY MATERIALS AND LABOR FOR THE ABOVE JOB AS LISTED BELOW:

- Replace 50 total pieces of glass as per walk through.
- Glass to be 1" Solarban 70 XLVT
- Replacement of all wedge vinyl
- Wet seal of all exterior glass to frame with Dow 795

Installed complete \$18,850.00

THE LAST PAGE OF THIS PROPOSAL IS OUR EXCEPTION SHEET  
This proposal is good for 30 days from date of this proposal.

Mike Hindson

Proposed by:

I accept the terms of this proposal (please sign)



## **PROJECT EXCEPTION SHEET**

### **PROJECT:**

PINNACLE GLASS CO., INC. INCLUDES THE FOLLOWING CLARIFICATIONS AND EXCLUSIONS TO THE PROPOSAL, 26 July 2017, FOR THE ABOVE NAMED PROJECT.

### **CLARIFICATIONS:**

- ☐ THIS PROPOSAL IS EXPRESSLY CONDITIONED UPON MUTUALLY AGREEABLE SUBCONTRACT TERMS AND CONDITIONS. BY SUBMITTING THIS PROPOSAL, WE DO NOT AGREE TO ANY TERMS AND CONDITIONS NOT CONTAINED HEREIN.
- ☐ ALL BACKCHARGES TO BE PRE-APPROVED BY US IN WRITING.
- ☐ CAULK JOINTS IN EXCESS OF 3/8" BECAUSE OF OPENINGS THAT ARE OUT OF SQUARE OR TOLERANCE TO BE BILLED AS AN EXTRA.
- ☐ OUR GUARANTEE IS VOID IF WE HAVE NOT BEEN PAID IN FULL.
- ☐ INCLUDES MANUFACTURERS STANDARD WARRANTY
- ☐ INCLUDES INDUSTRY STANDARD 1 YEAR WARRANTY FOR WORKMANSHIP
- ☐ BRAKE METAL THAT IS REQUIRED, BUT NOT SHOWN ON THE DRAWINGS TO BE BILLED AS AN EXTRA.
- ☐ PERIMETER CONDITIONS OF THE BUILDING MUST ACCEPT ALL STRUCTURAL LOADS IMPOSED BY OUR DOOR, STOREFRONT WINDOW OR CURTAIN WALL SYSTEMS.
- ☐ THIS PROPOSAL BASED ON GUARANTEED OPENING SIZES
- ☐ PINNACLE GLASS INCLUDES JOINT AGREEMENT TO THE PORTIONS OF PROJECT SCHEDULE AFFECTING IT'S SCOPE OF WORK AS A PROVISION OF THIS PROJECT
- ☐ THIS PROPOSAL IS BASED UPON THE CURRENT AVAILABILITY OF GLASS PRODUCTS. THERE IS A POTENTIAL THAT THE GLASS INDUSTRY IS GOING TO HAVE A GLASS SHORTAGE IN THE NEAR FUTURE DUE TO MULTIPLE FLOAT TANK CLOSURES. SHOULD THIS EFFECT THIS PROJECT, PINNACLE GLASS CAN NOT BE HELD RESPONSIBLE FOR SHORTAGES, DELAYS, AND POSSIBLE INCREASED COSTS BEYOND OUR CONTROL.

### **EXCEPTIONS**

- ☐ ANY CLEANING AND PROTECTION OF GLASS AND METAL.
- ☐ GLASS ATTIC STOCK
- ☐ STOREFRONT AND CURTAINWALL WATER TESTING PER ASTM E 331 , AAMA 501.1, & 1105.
- ☐ BROKEN GLASS OR DAMAGED MATERIAL NOT CAUSED BY PINNACLE GLASS.
- ☐ ENGINEERING CALCULATIONS OR ENGINEER'S STAMPED DRAWINGS.
- ☐ BUILDING SECURITY OR TEMPORARY ENCLOSURES OR GLAZING.
- ☐ PRO-RATED CHARGES FOR DUMPSTERS OR JOBSITE CLEAN-UP.
- ☐ LIQUIDATED DAMAGES.
- ☐ DEMOLITION, CUTTING, PATCHING OR ERECTION OF ANY CONCRETE, MASONRY, STEEL OR WOOD IS EXCLUDED.
- ☐ BLOCKING OR BACKING REQUIRED FOR THE INSTALLTION OF OUR WORK.
- ☐ NO PAYMENT OR PERFORMANCE BOND IS INCLUDED.
- ☐ MIRRORS OR FRAMED MIRRORS NOT SPECIFICALL NOTED IN THE BID PROPOSAL.
- ☐ ALL INSULATED GLASS 50 SF OR GREATER DOES NOT HAVE A WARRANTY.
- ☐ INSTALLATION OF HARDWARE FURNISHED BY OTHERS.
- ☐ HOLLOW METAL FRAMING AND STOPS, WOOD FRAMING AND STOPS, DRILLING OR PUTTY FILL OF SCREW OR NAIL HOLES.
- ☐ KEYED ALIKE CYLINDERS OR SPECIAL KEYING.
- ☐ INSTALLATION OF CYLINDERS FURNISHED BY OTHERS.
- ☐ CUT-OUTS FOR FLOOR CLOSERS.
- ☐ INTERIOR PERIMETER CAULKING OR SEALANTS.
- ☐ POWER HOOK-UP, CONDUIT OR WIRING.
- ☐ MOLD, POLLUTION CONTROL, OR ENVIROMENTAL LIABILITY INSURANCE COVERAGE
- ☐ OMISSIONS AND ERRORS DESIGN LIABILITY INSURANCE COVERAGE
- ☐ FIELD TESTING OR SPECIAL INSPECTION COSTS.
- ☐ DISPLAY CASES.

## Grand Junction Regional Airport Authority

### Agenda Item Summary

TOPIC:	Non-Aeronautical Ground Subleases: 1. Richard C. Wihera, PSYD, ABPP		
PURPOSE:	Information <input checked="" type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Staff recommends that the Board consent to this new Ground Sublease between Sky Adventures, LLC and Richard C. Wihera, PYSD, ABPP, and authorize the Interim Airport Director to sign the documents.		
LAST ACTION:	N/A		
DISCUSSION:	This is a new Ground Sublease are for a term of 1-year, commencing on November 1, 2017 and ending on October 31, 2018. The Ground Sublease is for 415 sq ft, which consists of 2.39 % of the Sky Adventures Building.		
ATTACHMENTS:	Sky Adventures Leases by sq ft.		
STAFFCONTACT:	Chance Ballegeer Airport Security Coordinator/Property Management Cell: 970.712.0969 Office: 970.248.8586 Email: <a href="mailto:cballegeer@gjairport.com">cballegeer@gjairport.com</a>		

**SKY ADVENTURES BUILDING  
TENANTS - PERCENTAGE OF BUILDING  
AS OF 11/01/17**

<b><u>ENTITY</u></b>	<b><u>LEASED SQ. FT.</u></b>	<b><u>% OF BLD TOTAL SQ. FT.</u></b>	<b><u>Aero or Non Aero</u></b>
John Williams Legal	663.0	3.83%	Non Aero
Executive Command Dynamics	184.0	1.06%	Non Aero
Gateway Canyons Resort	150.0	0.87%	Non Aero
Barnabas Counseling Center	273.0	1.58%	Non Aero
Guido Schulte Real Estate	140.0	0.81%	Non Aero
Richard Wihera	415.0	2.39%	Non Aero
<b>Sub-total Current Leased Space sq. ft.</b>	<b>1825.0</b>	<b>10.53%</b>	
<b>VACANT SPACES</b>			
Suite 203	183.00	1.06%	
Suite 205/206	618.0	3.57%	
Suite 213	400.0	2.31%	
Hangar	4920.0	28.39%	
Third Floor - unfinished space	5106.0	29.46%	
<b>Sub-total Current Vacant Space Sq. ft.</b>	<b>11227.0</b>	<b>64.78%</b>	
Common Areas	4051.0	<b>23.37%</b>	N/A
Management Office	90.0	<b>0.52%</b>	N/A
Suite 209 - Tech Room	139.05	<b>0.80%</b>	
<b>TOTAL BUILDING</b>	<b>17333.0</b>	<b>100.00%</b>	

## Grand Junction Regional Airport Authority

### Agenda Item Summary

TOPIC:	IHC Pay Request for AIP 54		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Staff recommends that the Board approve the payment of IHC Invoice No. 1, in the amount of \$386,057.84.		
LAST ACTION:			
DISCUSSION:	This invoice is the progress billing for work completed on AIP 54.  Staff has reviewed the invoice and concurs with the stated level of completion and recommends paying the invoice.		
FISCAL IMPACT:	FAA - \$347,452.06 (90%) State - \$10,423.56 (2.7%) Local - \$28,182.22 (7.3%)		
COMMUNICATION STRATEGY:	None.		
ATTACHMENTS:	IHC Invoice No. 3		
STAFFCONTACT:	Eric Trinklein <a href="mailto:etrinklein@gairport.com">etrinklein@gairport.com</a> Office: 970-248-8597		

# MONTHLY INVOICE PREPARED BY GARVER, LLC

PROJECT NAME:	East Commerical Apron Reconstruction	INVOICE NUMBER:	3
OWNER:	Grand Junction Regional Airport 800 Eagle Drive Grand Junction, CO 81506	FROM:	07/17/17
CONTRACTOR:	Interstate Highway Construction Co. P. O. Box 4356 Englewood, CO 80155	TO:	08/23/17
CONTRACT DATE:	June 19, 2017	GARVER PROJECT NUMBER:	1708-1932
		AIP No.	3-08-0027-054-2016
		CONTRACT COMPLETION DATE:	11/14/17
		DATE WORK BEGAN:	06/19/17
CONTRACT AMOUNT:		SUBSTANTIAL COMPLETION:	
ORIGINAL:	\$4,278,834.50	CONSTRUCTION TIME:	
CHANGE ORDERS:	(\$15,301.50)	ALLOTTED:	148 Calendar Days
REVISED:	\$4,263,533.00	SUSPENDED:	Calendar Days
		WEATHER:	Calendar Days
		USED:	66 Calendar Days
	22% of Contract Amount Used To-date		45% of Contract Time Used To-Date

## CERTIFICATION, RECOMMENDATION, & APPROVAL

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 on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by all prior Applications for Payment; (2) title of all Work, materials and equipment incorporated into said Work or otherwise listed in or covered by the Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Lien, security interest or encumbrance); (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective; (4) all contract labor standards requirements have been complied with by Contractor and by each subcontractor employing mechanics or laborers at the site of the work; and (5) the quantities shown on the attached Unit Price Schedule reflect the quantities complete at the closing date of this invoice period.

Certified By:  
CONTRACTOR: Interstate Highway Construction Co.

By:  Dustin Gerou IHC Project  
Manager  
2017.08.24 14:58:51 -06'00'

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

Recommended By:

ENGINEER: Garver, LLC

By: 

Date: 8/25/17

Approval for Payment By:

OWNER: Grand Junction Regional Airport

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

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

Total Amount of Work Done	921,484.04
Plus Materials Stored	0.00
<b>TOTAL</b>	<b>921,484.04</b>
Less Retainage (10% of Total Amount of Work Done)	92,148.40
Difference	829,335.64
Less Previous Payments	443,277.80
<b>AMOUNT DUE ON CONTRACT THIS INVOICE</b>	<b>386,057.84</b>

# Grand Junction Regional Airport Authority

## Agenda Item Summary

TOPIC:	MOA and Payment for the BLM Mitigation Project		
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 MOA and approve payment to BLM.		
LAST ACTION:			
DISCUSSION:	<p>The Environmental Assessment for the Replacement Runway Project demonstrated that actions have been taken to reduce and minimize adverse effects on recreational uses and users by the proposed relocation of 27 ¼ Road around the proposed Runway Protection Zone.</p> <p>As part of the agreement the Airport Authority will be required to fund (not to exceed \$250,000) the design and construction of the recreational user parking/staging area.</p> <p>The BLM will oversee construction of the staging area.</p> <p>The exact size and scope of the parking/staging area and the size and scope of associated facilities is yet to be determined, Any costs exceeding \$250,000 will be the responsibility of the BLM.</p> <p>The BLM will be responsible for the cost and completion of annual maintenance of the parking/staging area.</p>		
FISCAL IMPACT:	\$250,000 (90% reimbursable by FAA)		
ATTACHMENTS:	<ol style="list-style-type: none"><li>1. Mitigation MOA</li><li>2. Staging Area Map</li><li>3. Staging Conceptual Drawing</li></ol>		
STAFF CONTACT:	<p>Eric Trinklein <a href="mailto:etrinklein@gairport.com">etrinklein@gairport.com</a> Office: 970-248-8597</p>		

**MEMORANDUM OF AGREEMENT**  
**BETWEEN THE GRAND JUNCTION REGIONAL AIRPORT AUTHORITY,**  
**THE FEDERAL AVIATION ADMINISTRATION,**  
**AND THE BUREAU OF LAND MANAGEMENT**  
**REGARDING THE EFFECTS OF THE GRAND JUNCTION REGIONAL AIRPORT**  
**LAND TRANSFER IN MESA COUNTY, COLORADO ON RECREATIONAL**  
**ACTIVITIES**

WHEREAS, in accordance with Section 516 of the Airport and Airway Improvement Act of 1982, the Bureau of Land Management (BLM) proposes to transfer approximately 188 acres of public lands administered by the Grand Junction Field Office to the Grand Junction Regional Airport Authority (Airport Authority) for airport improvements; and

WHEREAS, the Airport Authority proposes to meet the Federal Aviation Administration's (FAA) airfield design standards by developing a replacement runway and support facilities on existing airport lands and part of the lands received from the BLM; and

WHEREAS, the lands to be transferred to the Airport Authority are used for recreational purposes, they are subject to 23 U.S.C. 138 and 49 U.S.C. 303 [Department of Transportation Act Section 303 (known informally as DOT Section 4(f))]; and

WHEREAS, programs or projects requiring the use of Section 4(f) lands will not be approved by the FAA unless there is no prudent and feasible alternative to the use of such land, and such programs and projects include all possible planning to minimize harm resulting from the use; and

WHEREAS, the FAA and the BLM have prepared an Environmental Assessment (EA) for the proposed project. Included in the EA is a DOT Section 4(f) Evaluation which shows that there are no prudent and feasible alternatives to the proposed action that would avoid taking recreational lands. Further, the EA demonstrates that actions have been taken to reduce and minimize adverse effects on recreational uses and users; and

WHEREAS, to complete the proposed airport airfield project, 27 ¼ Road must be relocated around the Runway Protection Zone. This roadway is not subject to DOT Section 4(f) but provides access to BLM administered public lands including the lands to be transferred. Recreational users stage their off-road vehicles and park along the shoulder of this roadway; and

WHEREAS, the FAA, the Airport Authority, and the BLM have communicated with active users of the BLM administered public lands adjacent to the Airport, and these users have expressed support for a staging/parking area as mitigation for lost recreational lands; and

NOW, THEREFORE, the BLM, the Airport Authority, and the FAA agree that the undertaking shall be implemented in accordance with the following stipulations in order avoid and minimize effects on recreational uses.

#### STIPULATIONS

- I. The Airport Authority shall ensure that funding (not to exceed \$250,000) necessary for design and construction of the recreational user parking/staging area will be provided to the BLM or BLM approved partners.
- II. The BLM shall oversee development of a staging area on BLM administered public land along 27 ¼ Road in the location shown on the attached map labeled “Proposed 27 ¼ Road Staging Area.”
- III. The exact size and scope of the parking/staging area and the size and scope of associated facilities is yet to be determined, however, the facilities will be similar to the attached drawing labeled “27 ¼ Road OHV Staging Area – Conceptual.” Any costs exceeding \$250,000 will be the responsibility of the BLM or BLM approved partners.
- IV. The BLM shall be responsible for the cost and completion of annual maintenance of the parking/staging area.
- V. TERM: This Memorandum of Agreement (MOA) will expire five (5) years from the date of execution by the authorized officer of the BLM or upon completion and acceptance of construction of the improvements, as evidenced by a Certificate of Completion signed by the Supervising Civil Engineer of the BLM. The term of this MOA may be extended upon written agreement of all signatories. No extension shall exceed the original term of five (5) years.
- VI. MONITORING AND REPORTING: Each year following the execution of this MOA until it expires or is terminated, the Airport Authority in coordination with the BLM shall provide all parties to this MOA a summary report detailing work undertaken pursuant to its terms by September 30. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes or objections received in the Airport Authority or FAA's efforts to carry out the terms of this MOA.
- VII. DISPUTE RESOLUTION: Should any signatory to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, the objecting party shall consult with each signatory party to resolve the objection.
- VIII. AMENDMENTS: This MOA may be amended when such an amendment is agreed to in writing by all parties. The amendment will be effective on the date the MOA has been signed by all parties.

- IX. **TERMINATION:** This MOA will terminate upon a determination by the Airport Authority or the FAA to abandon the runway improvement project, in which case the BLM administered public lands would not be needed, as long as that decision comes prior to initiation of construction of the staging area.

Execution of this MOA by the FAA, the Airport Authority, and the BLM and implementation of its terms evidence that the individual signatory parties have taken into account the effects of this undertaking on recreational properties and that the proposed parking/staging project will minimize harm to recreational activities.

**SIGNATORIES:**

***Grand Junction Regional Airport Authority***

\_\_\_\_\_  
J. Merrick Taggart, Airport Board Chair

\_\_\_\_\_  
Date

***Federal Aviation Administration (FAA)***

\_\_\_\_\_  
John Bauer, Denver Airports District Office Manager

\_\_\_\_\_  
Date

***Bureau of Land Management (BLM)***

\_\_\_\_\_  
Katie A. Stevens, Field Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
John D. Beck, Chief, Branch of Lands and Realty

\_\_\_\_\_  
Date

# Proposed 271/4 Road Staging Area

- Proposed 271/4 Road Re-Route
- Existing Airport Property Boundary
- SRMA - Grand Valley Open Area
- Proposed Transfer Parcels
- Bureau of Land Management
- Bureau of Reclamation
- Private

0 1 Miles



This map was produced by the BLM Grand Junction Field Office July 2017.

T:\CO\GIS\work\gfo\projects\Lands\Land Exchange and Transfers\Airport Transfer\airport\_transfer\_27.25\_staging\_area.mxd

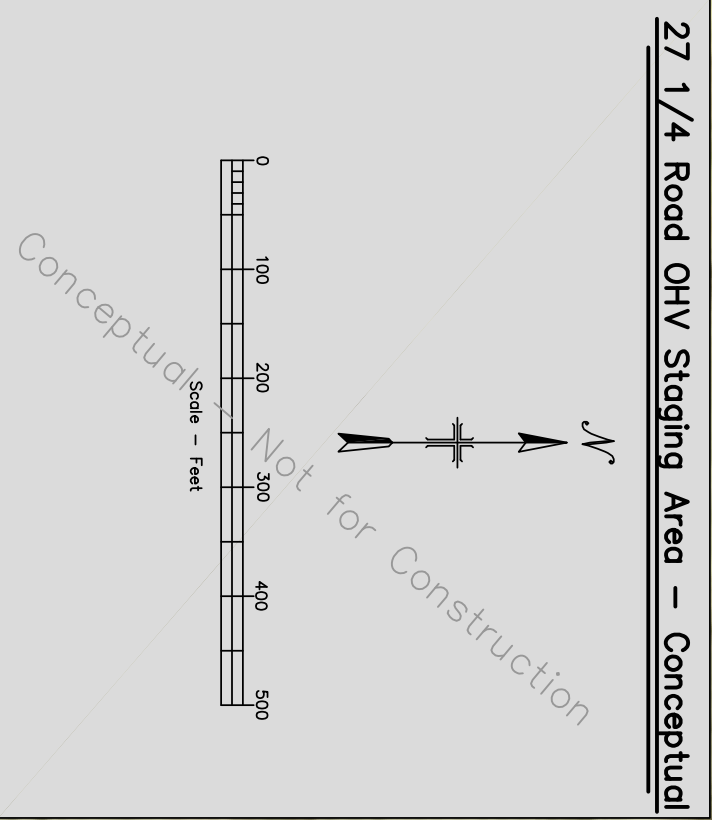
Proposed OHV Staging Area  
(DOT Sec. 4(f) Mitigation)

Grand Valley Open Area

NO WARRANTY IS MADE BY THE BUREAU OF LAND MANAGEMENT AS TO THE ACCURACY, RELIABILITY, OR COMPLETENESS OF THESE DATA FOR INDIVIDUAL USE OR AGGREGATION USE WITH OTHER DATA.



**27 1/4 Road OHV Staging Area – Conceptual**



## Grand Junction Regional Airport Authority

### Agenda Item Summary

TOPIC:	DBE Policy Statement		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Staff recommends the Board authorize the Executive Director to execute the DBE Policy Statement.		
LAST ACTION:			
DISCUSSION:	<p>The Grand Junction Regional Airport Authority (Owner) of Grand Junction Regional Airport has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The Owner anticipates it will receive Federal financial assistance from the Department of Transportation.</p> <p>The statement communicates that it is the policy of the Owner to ensure that DBEs as defined in Part 26, have an equal opportunity to receive and participate in DOT–assisted contracts.</p>		
FISCAL IMPACT:	N/A		
ATTACHMENTS:	1. DBE Policy Statement		
STAFF CONTACT:	Eric Trinklein <a href="mailto:etrinklein@gairport.com">etrinklein@gairport.com</a> Office: 970-248-8597		

## **POLICY STATEMENT**

### **Section 26.1, 26.23 Objectives/Policy Statement**

The Grand Junction Regional Airport Authority CA (Owner) of Grand Junction Regional Airport has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The *Owner anticipates it will* receive Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the *Owner* has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the *Owner* to ensure that DBEs as defined in Part 26, have an equal opportunity to receive and participate in DOT–assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT – assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities;
7. To assist the development of firms that can compete successfully in the market place outside the DBE Program; and
8. To provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

The Airport Engineer / Project Manager for the Grand Junction Regional Airport Authority has been delegated as the DBE Liaison Officer. In that capacity, the Airport Engineer / Project Manager is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the Owner in its financial assistance agreements with the Federal Aviation Administration/U.S. Department of Transportation/ (FAA/DOT).

The Owner has disseminated this policy statement to the Grand Junction Regional Airport Authority and all of the affected components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform work for us on FAA/DOT airport-assisted contracts. The distribution was accomplished by placing the statement on the Airport's website.

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Mark Achen, Executive Director  
Grand Junction Regional Airport Authority

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Date

## Grand Junction Regional Airport Authority

### Agenda Item Summary

TOPIC:	Colorado Discretionary Aviation Grant Agreement		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Staff recommends the Board authorize the Chair to execute CDAG Grant Agreement 17-GJT-01 <u>and</u> adopt the Resolution as outlined in <b>Exhibit B</b>		
LAST ACTION:	The Board approved the 2017 AIP 56 Grant at the August 2017 Board Meeting.		
DISCUSSION:	<p>The State has finalized its agreements for matching funds for 2017 AIP 56 project.</p> <p>The States maximum obligation will be \$105,272. This was based on estimated costs when the State Grant application was submitted.</p> <p>This agreement is between the Airport and the State and therefore does not require co-sponsor approvals (City and County).</p>		
FISCAL IMPACT:	CDOT \$105,272		
COMMUNICATION STRATEGY:	N/A		
ATTACHMENTS:	1. CDAG Agreement		
STAFF CONTACT:	Eric Trinklein Email: <a href="mailto:etrinklein@gjairport.com">etrinklein@gjairport.com</a> Office: 970-248-8597		

**STATE OF COLORADO**  
**Colorado Department of Transportation**  
**Colorado Aeronautical Board**  
**Division of Aeronautics**  
**Grant Agreement**  
**with the**  
**GRAND JUNCTION REGIONAL AIRPORT**

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**1. PARTIES**

This Grant Agreement ("Grant") is entered into by and between GRAND JUNCTION REGIONAL AIRPORT ("Grantee"), and the STATE OF COLORADO acting by and through the Colorado Department of Transportation, Division of Aeronautics ("State", "Division" or "CDOT").

**2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY**

This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee ("Effective Date"). Except as provided in Section 7(B)(ii), the State shall not be liable to pay or

reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

### 3. RECITALS

#### A. Authority, Appropriation, and Approval

Authority to enter into this Grant exists in CRS §43-10-108.5 and funds have been budgeted, appropriated and otherwise made available pursuant to CRS §§39-27-112(2)(b), 43-10-109 and 43-10-102 and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

#### B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Grant.

#### C. Purpose

The purpose of this Grant is to promote aviation for the betterment of the Colorado Aviation System.

#### D. References

All references in this Grant to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

### 4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

#### A. Budget

“Budget” means the budget for the Work described in **Exhibit A**.

#### B. Evaluation

“Evaluation” means the process of examining Grantee’s Work and rating it based on criteria established in §6 and §19.

#### C. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein: **Exhibit A** (Colorado Discretionary Aviation Grant Program Application) ...and... **Exhibit B** (Resolution in accordance with the General Assembly of the State of Colorado declared in CRS §43-10-101).

#### D. Goods

“Goods” means tangible material acquired, produced, or delivered by Grantee either separately or in conjunction with the Services Grantee renders hereunder.

#### E. Grant

“Grant” means this Grant, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this Grant, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

#### F. Grant Funds

“Grant Funds” means available funds payable by the State to Grantee pursuant to this Grant.

#### G. Local Funds

“Local Funds” provided by any city, county or other private entity to fund performance of the Work.

#### H. Manual

“Manual” refers to the Aviation Grant Management Manual as approved by the Colorado Aeronautical Board.

#### I. Party or Parties

“Party” means the State or Grantee and “Parties” means both the State and Grantee.

#### J. Program

“Program” means the Colorado Discretionary Aviation grant program that provides the funding for this Grant.

**K. Review**

“Review” means examining Grantee’s Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in **§6, §19** and **Exhibit A**.

**L. Services**

“Services” means the required services to be performed by Grantee pursuant to this Grant.

**M. Subgrantee**

“Subgrantee” means third-parties, if any, engaged by Grantee to aid in performance of its obligations.

**N. Work**

“Work” means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and Exhibit A, including the performance of the Services and delivery of the Goods. The Work is further described in the plans and specifications for the project as approved by the Federal Aviation Administration (“FAA”) or the Division.

**O. Work Product**

“Work Product” means the tangible or intangible results of Grantee’s Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

**5. TERM**

**A. Initial Term-Work Commencement**

The Parties respective performances under this Grant shall commence on the Effective Date. This Grant shall terminate on **June 30, 2020** unless sooner terminated or further extended as specified elsewhere herein.

**6. STATEMENT OF WORK / CONTRACT OBJECTIVE PLAN**

**A. Brief Project Description:**

Element A: Participate in federally funded Phase 2 design of the replacement of the primary runway (11/29).

**B. Completion**

Grantee shall complete the Work and its other obligations as described herein and in **Exhibit A** and in the plans and specifications for the project as approved by the FAA or Division on or before June 30, 2020.

The State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant.

**C. Goods and Services**

Grantee shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by the State. Grantee is subject to its local procurement standards. If none exist, Grantee is subject to the general procurement standards of the State.

**D. Employees**

All persons employed by Grantee or Subgrantees shall be considered Grantee’s or Subgrantees’ employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.

**7. PAYMENTS TO GRANTEE**

The State shall, in accordance with the provisions of this **§7**, pay Grantee in the following amounts and using the methods set forth below:

**A. Maximum Amount**

The maximum amount payable under this Grant to Grantee by the State is \$105,272.00 as determined by the State based on available funds.

The maximum amount payable under this Grant to Grantee by the State is 5.00% of the project cost not to exceed \$105,272.00 for Element A, as determined by the State from available funds in Fund 160, G/L account #4518000010 & Vendor # 0002000419 & Partner # 2000419 (if applicable), and Org. # VDG15-033. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit A**. The State and Grantee shall participate in providing the Grant amount as follows:

State:	\$105,272.00
Local Funds:	\$105,273.00
Federal:	\$1,894,900.00

**B. Payment**

**i. Advance, Interim and Final Payments**

Any advance payment allowed under this Grant, shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant. Grantee shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State. Grant Funds remaining following the completion and approval of the Work or the termination/expiration of the Grant will be returned to the State.

**ii. Interest**

The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Grantee previously accepted by the State. Uncontested amounts not paid by the State within 45 days may, if Grantee so requests, bear interest on the unpaid balance beginning on the 46th day at a rate not to exceed one percent per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. Grantee shall invoice the State separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

**iii. Available Funds-Contingency-Termination**

The State is prohibited by law from making fiscal commitments beyond the term of the State's current fiscal year. Therefore, Grantee's compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are used with this Grant in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Grant, the State may immediately terminate this Grant in whole or in part without further liability in accordance with the provisions herein.

**iv. Erroneous Payments**

At the State's sole discretion, payments made to Grantee in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Grantee, may be recovered from Grantee by deduction from subsequent payments under this Grant or other Grants, grants or agreements between the State and Grantee or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State.

**v. Retroactive Payments**

The State shall pay Grantee for costs or expenses incurred or performance by the Grantee prior to the Effective Date, only if (1) the Grant Funds involve federal funding and (2) federal laws, rules and regulations applicable to the Work provide for such retroactive payments to the Grantee. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or any Exhibit. Grantee shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State.

**C. Use of Funds**

Grant Funds shall be used only for eligible costs identified herein and/or in **Exhibit A**. This shall be used solely for aviation purposes as defined in CRS §43-10-102(3) and this Grant shall not be used for the

subsidization of airlines. Misuse of Grant Funds, including subsidization for airlines, may result in immediate termination of this Grant for cause and forfeiture of any remaining Grant Funds.

**D. Local Funds**

Grantee shall provide Local Funds as provided in **Exhibit A**. Grantee shall have raised the full amount of Local Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request.

**E. Payment Compliance**

All Grant reimbursements shall comply with Title 49 Part 18 of the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Additionally, Grantee shall only be reimbursed for costs allowable under 2 CFR Part 125, Appendix A.

**8. REPORTING - NOTIFICATION**

Reports, Evaluations, and Reviews required under this **§8** shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with **§19**, if applicable.

**A. Performance, Progress, Personnel, and Funds**

State shall submit a report to the Grantee upon expiration or sooner termination of this Grant, containing an Evaluation and Review of Grantee's performance and the final status of Grantee's obligations hereunder. In addition, Grantee shall comply with all reporting requirements, if any, set forth in the Manual.

**B. Litigation Reporting**

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Grantee's ability to perform its obligations hereunder, Grantee shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State's principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of CDOT.

**C. Noncompliance**

Grantee's failure to provide reports and notify the State in a timely manner in accordance with this **§8** may result in the delay of payment of funds and/or termination as provided under this Grant.

**D. Subgrants**

Copies of any and all subgrants entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subgrants entered into by Grantee related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subgrants be governed by the laws of the State of Colorado.

**9. GRANTEE RECORDS**

Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

**A. Maintenance**

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records (the Record Retention Period) for a period of three years following the date of submission to the State of the final expenditure report, or if this Grant is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to the Grant starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

**B. Inspection**

Grantee shall permit the State, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period for a period of three years following termination of this Grant or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or in equity in lieu of or in conjunction with such corrective measures.

**C. Monitoring**

Grantee shall permit the State, the federal government, and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Grantee's performance hereunder.

**D. Final Audit Report**

If an audit is performed on Grantee's records for any fiscal year covering a portion of the term of this Grant, Grantee shall submit a copy of the final audit report to the State or its principal representative at the address specified herein.

**10. CONFIDENTIAL INFORMATION-STATE RECORDS**

Grantee shall comply with the provisions of this §10 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, any State records, personnel records, and information concerning individuals. Such information shall not include information required to be disclosed pursuant to the Colorado Open Records Act, CRS §24-72-101 *et seq.*

**A. Confidentiality**

Grantee shall keep all State records and information confidential at all times and to comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to the State's principal representative.

**B. Notification**

Grantee shall notify its agent, employees, Subgrantees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

**C. Use, Security, and Retention**

Confidential information of any kind shall not be distributed or sold to any third party or used by Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Grantee or its agents, except as permitted in this Grant or approved in writing by the State.

**D. Disclosure-Liability**

Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. To the extent permitted by law, the Grantee shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to this §10.

## **11. CONFLICTS OF INTEREST**

Subrecipient shall not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the full performance of Subrecipient's obligations hereunder. Such a conflict of interest would arise when a Subrecipient's employee, officer or agent, or any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or receives a tangible personal benefit from Subrecipient's receipt of the Federal Award and/or entry into this Grant Agreement. Officers, employees and agents of the Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Subrecipient acknowledges that with respect to this Grant Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Subrecipient shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Subrecipient's obligations to the State hereunder. If a conflict or the appearance of a conflict exists, or if Subrecipient is uncertain whether a conflict or the appearance of a conflict of interest exists, Subrecipient shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Grant Agreement.

## **12. REPRESENTATIONS AND WARRANTIES**

Grantee makes the following specific representations and warranties, each of which was relied on by the State in entering into this Grant.

### **A. Standard and Manner of Performance**

Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

### **B. Legal Authority – Grantee and Grantee's Signatory**

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee's authority to enter into this Grant within 15 days of receiving such request.

### **C. Licenses, Permits, Etc.**

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

## **13. INSURANCE**

Grantee and its Subgrantees shall obtain and maintain insurance as specified in this section at all times during the term of this Grant: All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Grantee and the State.

### **A. Grantee**

#### **i. Public Entities**

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, *et seq.*, as amended (the "GIA"), then Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Grantee shall show proof of such insurance satisfactory to the State, if requested by the State. Grantee shall require each Grant with Subgrantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Subgrantee's liabilities under the GIA.

**ii. Non-Public Entities**

If Grantee is not a "public entity" within the meaning of the GIA, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in §13(B) with respect to Subgrantees that are not "public entities".

**B. Grantee and Subgrantees**

Grantee shall require each Grant with Subgrantees, other than those that are public entities, providing Goods or Services in connection with this Grant, to include insurance requirements substantially similar to the following:

**i. Worker's Compensation**

Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Grantee and Subgrantee employees acting within the course and scope of their employment.

**ii. General Liability**

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire.

**iii. Automobile Liability**

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

**iv. Additional Insured**

Grantee and the State shall be named as additional insured on the Commercial General Liability Insurance policy (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).

**v. Primacy of Coverage**

Coverage required of Grantee and Subgrantees shall be primary over any insurance or self-insurance program carried by Grantee or the State.

**vi. Cancellation**

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and Grantee shall forward such notice to the State in accordance with §16 (Notices and Representatives) within seven days of Grantee's receipt of such notice.

**vii. Subrogation Waiver**

All insurance policies in any way related to this Grant and secured and maintained by Grantee or its Subgrantees as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

**C. Certificates**

Grantee and all Subgrantees shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant. No later than 15 days prior to the expiration date of any such coverage, Grantee and each Subgrantee shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant or any subgrant, Grantee and each Subgrantee shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

**14. BREACH**

**A. Defined**

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder, in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

**B. Notice and Cure Period**

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

**15. REMEDIES**

If Grantee is in breach under any provision of this Grant, the State shall have all of the remedies listed in this §15 in addition to all other remedies set forth in other sections of this Grant following the notice and cure period set forth in §14(B), provided however, that the State may terminate this Grant pursuant to §15(B) without a breach. The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

**A. Termination for Cause and/or Breach**

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the State may notify Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

**i. Obligations and Rights**

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State. All Work Product, at the option of the State, shall be delivered by Grantee to the State and shall become the State's property.

**ii. Payments**

The State shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

**iii. Damages and Withholding**

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State

for the excess costs incurred in procuring similar goods or services. Grantee shall be liable for excess costs incurred by the State in procuring from third parties replacement Work, Services or substitute Goods as cover.

**B. Early Termination in the Public Interest**

The State is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or courts. If this Grant ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Grant in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Grant by the State for cause or breach by Grantee, which shall be governed by §15(A) or as otherwise specifically provided for herein.

**i. Method and Content**

The State shall notify Grantee of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

**ii. Obligations and Rights**

Upon receipt of a termination notice, Grantee shall be subject to and comply with the same obligations and rights set forth in §15(A)(i).

**iii. Payments**

If this Grant is terminated by the State pursuant to this §15(B), Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made. Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

**C. Remedies Not Involving Termination**

The State, in its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

**i. Suspend Performance**

Suspend Grantee's performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price/cost or performance schedule. Grantee shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by Grantee after the suspension of performance under this provision.

**ii. Withhold Payment**

Withhold payment to Grantee until corrections in Grantee's performance are satisfactorily made and completed.

**iii. Deny Payment**

Deny payment for those obligations not performed, that due to Grantee's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

**iv. Removal**

Demand removal of any of Grantee's employees, agents, or Subgrantees whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in the State's best interest.

**v. Intellectual Property**

If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at the State's option (a) obtain for the State or Grantee the right to use such products and services; (b) replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, (c) if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

**16. NOTICES and REPRESENTATIVES**

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

**A. State:**

Scott Storie, Planning Specialist
Division of Aeronautics
5126 Front Range Pkwy.
Watkins, CO 80137
303.512.5251
scott.storie@state.co.us

**B. Grantee:**

Executive Director
GRAND JUNCTION REGIONAL AIRPORT
2828 Walker Field Dr.
GRAND JUNCTION, CO, 81506
970.244.9100
n/a

**17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE**

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Grantee in the performance of its obligations under this Grant shall be the property of the State and, all Work Product shall be delivered to the State by Grantee upon completion or termination hereof. The State's rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works.

**18. GOVERNMENTAL IMMUNITY**

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the GIA. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the GIA and the risk management statutes, CRS §24-30-1501, *et seq.*, as amended.

**19. STATEWIDE CONTRACT MANAGEMENT SYSTEM**

If the maximum amount payable to Grantee under this Grant is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this §19 applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Contract Management System.

Grantee's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance.

Evaluation and Review of Grantee's performance shall be part of the normal Grant administration process and Grantee's performance will be systematically recorded in the statewide Contract Management System. Areas of

Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by CDOT and showing of good cause, may debar Grantee and prohibit Grantee from bidding on future Grants. Grantee may contest the final Evaluation, Review and Rating by: **(a)** filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or **(b)** under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon a showing of good cause.

## **20. GENERAL PROVISIONS**

### **A. Assignment and Subgrants**

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, or subgranting without such consent shall be void. All assignments, subgrants, or Subgrantees approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subgranting arrangements and performance.

### **B. Binding Effect**

Except as otherwise provided in **§20(A)**, all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

### **C. Captions**

The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

### **D. Counterparts**

This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

### **E. Entire Understanding**

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

### **F. Indemnification-General**

To the extent permitted by law, Grantee shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the GIA, or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended. If Grantee is a "public entity" within the meaning of GIA, liability is controlled and limited by the provisions of the GIA.

### **G. Jurisdiction and Venue**

All suits, actions, or proceedings related to this Grant shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

### **H. Modification**

#### **i. By the Parties**

Except as specifically provided in this Grant, modifications of this Grant shall not be effective unless agreed to in writing by the Parties in an amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATIONS OF CONTRACTS - TOOLS AND FORMS.

**ii. By Operation of Law**

This Grant is subject to such modifications as may be required by changes in federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

**I. Order of Precedence**

The provisions of this Grant shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Special Provisions,**
- ii. The provisions** of the main body of this Grant,
- iii. Exhibit A,** and
- iv. Exhibit B.**

**J. Severability**

Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

**K. Survival of Certain Grant Terms**

Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Grantee fails to perform or comply as required.

**L. Taxes**

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Grantee shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Grantee for them.

**M. Third Party Beneficiaries**

Enforcement of this Grant and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

**N. Waiver**

Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

**O. CORA Disclosure**

To the extent not prohibited by federal law, this Contract and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

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## 21. COLORADO SPECIAL PROVISIONS

These Special Provisions apply to all Grants except where noted in italics.

### A. CONTROLLER'S APPROVAL. CRS §24-30-202 (1)

This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

### B. FUND AVAILABILITY. CRS §24-30-202(5.5)

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

### C. GOVERNMENTAL IMMUNITY

No term or condition of this Grant shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 *et seq.*, or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 *et seq.*, as applicable now or hereafter amended.

### D. INDEPENDENT CONTRACTOR

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits will be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

### E. COMPLIANCE WITH LAW

Grantee shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

### F. CHOICE OF LAW

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this grant. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Grant, to the extent capable of execution.

### G. BINDING ARBITRATION PROHIBITED

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Grant or incorporated herein by reference shall be null and void.

### H. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00

State or other public funds payable under this Grant shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant, including, without limitation, immediate termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

### I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

**J. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4**

*[Not applicable to intergovernmental agreements]*

Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, *et seq.*; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

**K. PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101**

*[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]*

Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Grant and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant or enter into a grant with a Subgrantee that fails to certify to Grantee that the Subgrantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant. Grantee (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Grant is being performed, (b) shall notify the Subgrantee and the granting State agency within three days if Grantee has actual knowledge that a Subgrantee is employing or contracting with an illegal alien for work under this Grant, (c) shall terminate the subgrant if a Subgrantee does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 *et seq.*, the granting State agency, institution of higher education or political subdivision may terminate this Grant for breach and, if so terminated, Grantee shall be liable for damages.

**L. PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101**

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 *et seq.*, and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Grant.

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**22. SIGNATURE PAGE**

**THE PARTIES HERETO HAVE EXECUTED THIS GRANT**

<b>* Persons signing for Grantee hereby swear and affirm that they are authorized to act on Grantee's behalf and acknowledge that the State is relying on their representations to that effect.</b>	
<p style="text-align: center;"><b>GRANTEE</b> <b>GRAND JUNCTION REGIONAL AIRPORT</b></p> <p>By: _____ Printed Name of Authorized Individual</p> <p>Title: _____ Printed Official Title of Authorized Individual</p> <p>By: _____ Signature</p> <p>Date: _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b> <b>John W. Hickenlooper, GOVERNOR</b> <b>Department of Transportation</b></p> <p>By: _____ David R. Ulane, Aeronautics Division Director (For) Shailen P. Bhatt, Executive Director</p> <p>Signatory avers to the State Controller or delegate that, except as specified herein, Grantee has not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules</p> <p>Date: _____</p>
<p style="text-align: center;"><b>2nd Grantee Signature if needed</b></p> <p>By: _____ (print name)</p> <p>Title: _____ (print title)</p> <p>By: _____ Signature</p> <p>Date: _____</p>	

**ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

<p><b>CRS §24-30-202 requires the State Controller to approve all State grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.</b></p>
<p style="text-align: center;"><b>STATE OF COLORADO</b> <b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____ Colorado Department of Transportation</p> <p>Date: _____</p>

23. EXHIBIT A



## Colorado Division of Aeronautics Discretionary Aviation Grant Application

APPLICANT INFORMATION		
<b>APPLICANT SPONSOR:</b> Grand Junction Regional Airport Authority	<b>AIRPORT:</b> Grand Junction Regional Airport	<b>IDENTIFIER:</b> GJT
<b>PROJECT DIRECTOR:</b> EXECUTIVE DIRECTOR		
<b>MAILING ADDRESS:</b> 2828 Walker Field Drive, Grand Junction, CO 81506	<b>EMAIL ADDRESS:</b>	
	<b>PHONE NUMBER:</b>	(970) 244-9100

### GRANT NAME AND TERMS

17-GJT-01	TERMS	
	Execution Date:	Expiration Date: June 30, 2020

### FUNDING SUMMARY

Funding Source	Funding Amount
State Aviation Grant:	\$105,272.00
Local Cash:	\$105,273.00
Local In-Kind:	\$0.00
Federal Aviation Grant:	\$1,894,900.00
Total Project Funding:	\$2,105,445.00

### BUDGET SUMMARY

ELEMENT DESCRIPTION	STATE FUNDING		LOCAL FUNDING		FEDERAL FUNDING		TOTAL
A. Participate in federally funded Phase 2 design of the replacement of the primary runway (11/29)	\$105,272.00	5.00	\$105,273.00	5.00	\$1,894,900.00	90.00	\$2,105,445.00
<b>TOTALS</b>	<b>\$105,272.00</b>		<b>\$105,273.00</b>		<b>\$1,894,900.00</b>		<b>\$2,105,445.00</b>

## 24. EXHIBIT B

### RESOLUTION

#### WHEREAS:

The General Assembly of the State of Colorado declared in Title 43 of the Colorado revised Statutes, Article 10, 1991 in CRS §43-10-101 (the Act) "... that there exists a need to promote the safe operations and accessibility of general aviation in this state; that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of this state is crucial in the event of a medical or other type of emergency..."

The Act created the Colorado Aeronautical Board ("the Board") to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics ("the Division") to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. SEE CRS §43-10-103 and C.R.S. §43-10-105 and CRS §43-10-108.5 of the Act.

Any entity operating a public-accessible airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports as request assistance by means of a Resolution passed by the applicant's duly-authorized governing body, which understands that all funds shall be used exclusively for aviation purposes and that it will comply with all grant procedures and requirements as defined in the Division's Aviation Grant Management Manual, revised 2009, ("the Manual").

#### NOW, THEREFORE, BE IT RESOLVED THAT:

The **GRAND JUNCTION REGIONAL AIRPORT**, as a duly authorized governing body of the grant applicant, hereby formally requests assistance from the Colorado Aeronautical Board and the Division of Aeronautics in the form of a state aviation system grant. The **GRAND JUNCTION REGIONAL AIRPORT** states that such grant shall be used solely for aviation purposes, as determined by the State, and as generally described in the Application.

Each airport-operating entity that applies for and accepts a grant that it thereby makes a COMMITMENT to keep the airport facility accessible to, and open to, the public during the entire useful life of the grant funded improvements/ equipment; or b) to reimburse the Division for any unexpired useful life of the improvements/ equipment, or a pro-rata basis.

By signing this grant agreement, the applicant commits to keep open and accessible for public use all grant funded facilities, improvements and services for their useful life, as determined by the Division and stated in the Grant Agreement.

#### FURTHER BE IT RESOLVED:

That the **GRAND JUNCTION REGIONAL AIRPORT** hereby designates as the Project Director, as described in the Manual and authorizes the Project Director to act in all matters relating to the work project proposed in the Application in its behalf, including executions of the grant contract and any amendments.

#### FURTHER:

The **GRAND JUNCTION REGIONAL AIRPORT** has appropriated or will appropriate or otherwise make available in a timely manner all funds, if any, that are required to be provided by the Applicant under the terms and conditions of the grant contract.

#### FINALLY:

The **GRAND JUNCTION REGIONAL AIRPORT** hereby accepts all guidelines, procedures, standards and requirements described in the Manual as applicable to the performance of the grant work and hereby approves the grant contract submitted by the State, including all terms and conditions contained therein.

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for The Grantee

ATTEST

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## Grand Junction Regional Airport Authority

### Agenda Item Summary

TOPIC:	Avigation Easement-City of Grand Junction		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Staff recommends approval of the Avigation Easement.		
LAST ACTION:	N/A		
DISCUSSION:	The City of Grand Junction request approval of an Avigation Easement for property located at the southwest corner of the intersection of H Road and 26 ½ Road. FAA has reviewed issued a Determination of No Hazard to Air Navigation for the proposed improvement.		
FISCAL IMPACT:	N/A		
ATTACHMENTS:	Avigation Easement Photos FAA Determination		
STAFF CONTACT:	Eric Trinklein <a href="mailto:etrinklein@gairport.com">etrinklein@gairport.com</a> Office: 970-248-8597		

## **AVIGATION EASEMENT**

**THIS AVIGATION EASEMENT** is made and entered into by and between the **GRAND JUNCTION REGIONAL AIRPORT AUTHORITY**, a body corporate and politic and constituting a political subdivision of the State of Colorado, hereinafter called **GRANTEE**, and the City of Grand Junction, a Colorado home rule municipality, Hereinafter called **GRANTOR**.

WHEREAS, Grantee is the owner and operator of Grand Junction Regional Airport situated in the County of Mesa, State of Colorado, and in close proximity to the land of the Grantor, and Grantee desires to obtain and preserve for the use and benefit of the public a right of free and unobstructed flight for aircraft landing upon, taking off from, or maneuvering about said airport; and

WHEREAS, Grantor is the owner in fee simple of that certain parcel of land situated in the County of Mesa, State of Colorado, legally described as LOT 4 REPLAT LOT 2 SACCOMANNO MINOR SUBDIVISION, and also known by parcel Number 2701-352-51-005 ("Property").

NOW THEREFORE, in consideration of the sum of **ONE DOLLAR (\$1.00)** and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor, for itself, its heirs, administrators, executors, successors and assigns, does hereby grant, bargain sell and convey, unto the Grantee, its successors and assigns, for the use and benefit of the public, an easement and right of way appurtenant to Grand Junction Regional Airport, for the passage of all aircraft ("aircraft" being defined for the purposes of this instrument as any device known or hereafter invented, used or designed for navigation or flight in the air) by whomsoever owned and operated, in the navigable airspace (as defined below) above the surface of Grantor's property to an infinite height above said Grantor's property, together with the right to cause in said airspace such noise and vibrations, smoke, fumes, glare, dust, fuel, particles and all other effects that may be caused by the normal operation of aircraft to, from, around, landing at or taking off from and operating at or on said Grand Junction Regional Airport, and Grantor hereby waives, remises and releases any right or cause of action which Grantor now has or which Grantor may have in the future against Grantee, its successors and assigns, due to such noise, vibrations, smoke, fumes, glare, dust, fuel, particles and all other effects caused by the normal operation of such aircraft.

FURTHER, Grantor hereby covenants, for and during the life of this easement, that Grantor:

- a. Shall not hereafter construct, permit or suffer to maintain upon said land any obstruction that extends into navigable airspace required for use of any part of Grand Junction Regional Airport including, without limitation, the runway surfaces, aprons, taxiways and other areas of said airport; ("navigable airspace" is defined for the purpose of this instrument as airspace at and above the minimum

flight altitudes, including take off and landing, as prescribed in Federal Aviation Administration Federal Air Regulations Part nine (9), and as such regulations are amended.)

- b. Shall not hereafter use or permit or suffer use of said land in such a manner as to create electrical or electronic interference with radio communications (or any other communications) or radar operation between the installations upon Grand Junction Regional Airport and aircraft, or to make it difficult for flyers to distinguish between airport lights and others or to result in glare in the eyes of flyers using the said airport, or to impair visibility in the vicinity of the airport, or otherwise to endanger the landing, taking off or maneuvering of aircraft.

FURTHER, GRANTOR and GRANTEE acknowledge that as of May 8, 2017, CommNet Cellular d/b/a Verizon Wireless ("LESSEE") intends to place a telecommunications facility ("Facility") on the Property consisting of a 65' monopole and related appurtenances pursuant to that certain lease agreement ("Lease") between GRANTOR and LESSEE. GRANTOR and GRANTEE, by signature below, acknowledge that the Facility has been determined by the Federal Aviation Administration to be "NO HAZARD TO AIR NAVIGATION" and, notwithstanding this Agreement, hereby consent to the operation of the Facility on the Property consistent with the terms and conditions of the Lease and any amendments thereto.

GRANTOR agrees the aforesaid covenants and agreements shall run with the land for the benefit of Grantee, its successors and assigns, until said airport shall be abandoned and shall cease to be used for airport purposes.

IN WITNESS THEREOF, the Grantor has hereunto set his hand on Sept 11, 2017.

GRANTOR:

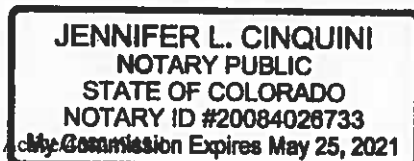
Greg Caton  
Greg Caton, City Manager

STATE OF COLORADO     )  
  ) ss  
COUNTY OF MESA         )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of September, 2017, by Greg Caton as City Manager for the City of Grand Junction.

WITNESS my hand and official seal.

My commission expires: 5/25/2021



Jennifer L. Cinquini  
Notary Public

GRANTEE:

Grand Junction Regional Airport Authority

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

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

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

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

STATE OF COLORADO     )  
  ) ss  
COUNTY OF MESA         )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_ as \_\_\_\_\_ for the Grand Junction Regional Airport Authority.

WITNESS my hand and official seal.  
My commission expires:

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

**ACKNOWLEDGEMENT OF LESSEE:**

CommNet Cellular Inc., d/b/a/ Verizon Wireless, whose principal office address is One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (Lessee) and who is leasing a part of the property described above for a cell tower and equipment cabinet(s), acknowledges, by signing below, the foregoing avigation easement and agrees to accept and abide by the terms of said easement

LESSEE:

CommNet Cellular Inc.,  
d/b/a Verizon Wireless

By: 

Name: Rick Goldschmidt

Title: Director Network Field Engineering

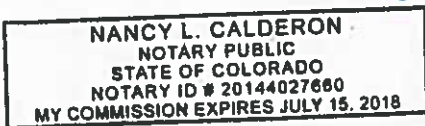
Date: 8/24/17

STATE OF Colorado )  
 ) ss  
COUNTY OF Arapahoe )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of August, 2017 by Rick Goldschmidt as Director Network Field Engineering For CommNet Cellular Inc., d/b/a Verizon Wireless.

WITNESS my hand and official seal.

My commission expires July 15, 2018



  
Notary Public



Mail Processing Center  
Federal Aviation Administration  
Southwest Regional Office  
Obstruction Evaluation Group  
10101 Hillwood Parkway  
Fort Worth, TX 76177

Aeronautical Study No.  
2017-ANM-655-OE

Issued Date: 05/02/2017

Regulatory  
Commnet Cellular  
5055 North Point Pkwy  
NP2NE Network Engineering  
Alpharetta, GA 30022

**\*\* DETERMINATION OF NO HAZARD TO AIR NAVIGATION \*\***

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Antenna Tower Saccammano
Location:	Grand Junction, CO
Latitude:	39-07-13.87N NAD 83
Longitude:	108-33-43.29W
Heights:	4732 feet site elevation (SE) 65 feet above ground level (AGL) 4797 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- ☐ At least 10 days prior to start of construction (7460-2, Part 1)  
☒ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 L Change 1.

This determination expires on 11/02/2018 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates , heights, frequency(ies) and power . Any changes in coordinates , heights, and frequencies or use of greater power will void this determination. Any future construction or alteration , including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (202) 267-4525. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2017-ANM-655-OE.

**Signature Control No: 324265342-330349780**

( DNE )

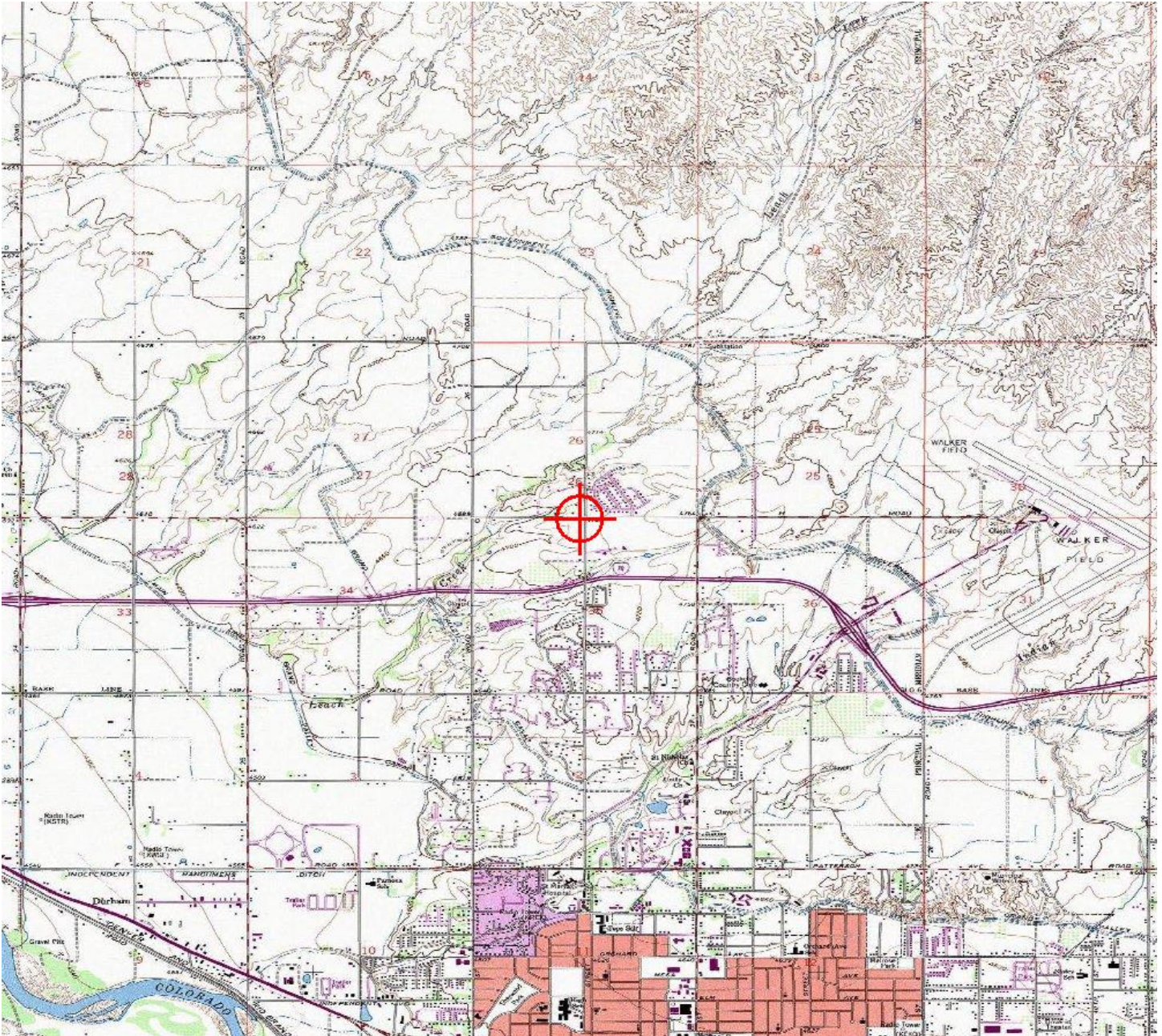
David Maddox  
Specialist

Attachment(s)  
Frequency Data  
Map(s)

cc: FCC

# Frequency Data for ASN 2017-ANM-655-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
698	806	MHz	1000	W
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1850	1910	MHz	1640	W
1930	1990	MHz	1640	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W



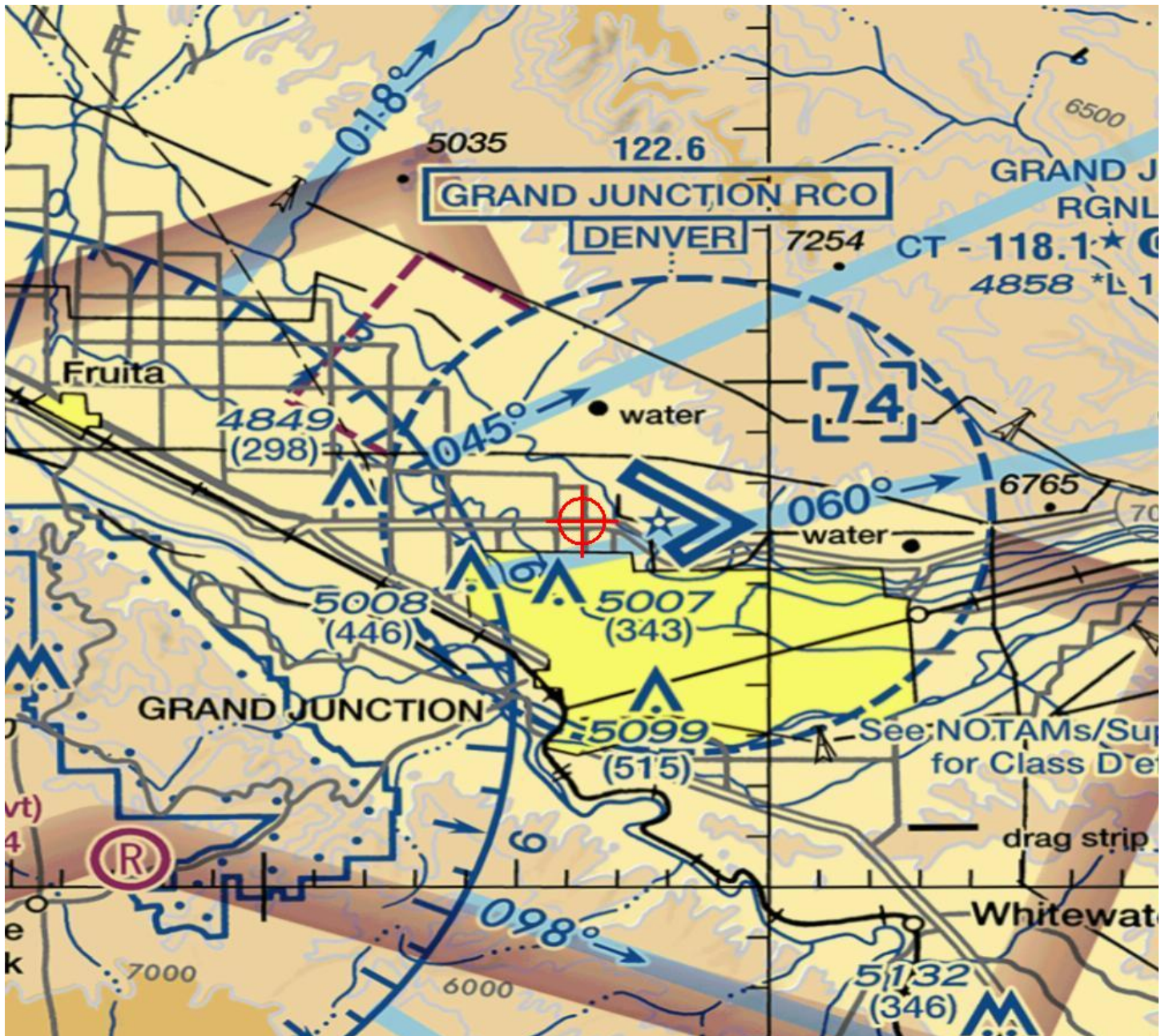


PHOTO SIMULATION – EXISTING & PROPOSED VIEWS

**verizon**✓

**CO3 SACCAMMANO**

VIEW 1 - LOOKING EAST



**verizon**✓

**CO3 SACCAMMANO**

VIEW 1 - LOOKING EAST



This is a photo simulation and is designed to represent the proposal to the most accurate extent possible and is not intended to be an exact representation.

PHOTO SIMULATION – EXISTING & PROPOSED VIEWS



CO3 SACCAMMANO

VIEW 2 - LOOKING WEST



CO3 SACCAMMANO

VIEW 2 - LOOKING WEST



This is a photo simulation and is designed to represent the proposal to the most accurate extent possible and is not intended to be an exact representation.

## **AUGUST 2017 PERFORMANCE**

### **FINANCIAL RESULTS**

**Assets** – Cash and accounts receivable combined are consistent with prior year. The increase in accounts receivable is a result of payments due from FAA for AIP projects 52. Reimbursement for AIP 52 has been submitted to the FAA for payment.

**Liabilities** – The accounts payable balance was reduced in February for the payment for approximately \$520,000 due to the FAA, along with the payments to Jviation and Armstrong.

**Aeronautical Revenue** – Ahead of budget and prior year, year-to-date, with a slight decline in the monthly aeronautical revenue. Enplanement information is provided in the Activity Update of the board packet.

**Non-Aeronautical Revenue** – Parking and rental cars remain strong to bring total operating revenue \$119,000 ahead of budget and \$148,000 ahead of prior year.

**Operating Expense** – The total operating expense is \$205,000 ahead of budget and \$169,000 ahead of prior year. The majority of the variance is effected by the cost savings from legal fees incurred in 2016. Resulting in an operating gain of \$1,637,000 year-to-date versus \$1,320,000 prior year.

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

	8/31/2017	12/31/2016
Current assets		
Cash and cash equivalents	8,139,833	8,302,897
Accounts receivable & prepaid expense	934,208	526,874
Total current assets	9,074,041	8,829,771
Restricted assets		
Bond project & restricted cash	12,230,618	11,437,126
Pension deferred outflow	850,586	850,586
Capital assets, net	58,240,193	58,240,193
Total non-current assets	71,321,397	70,527,905
Total assets	80,395,438	79,357,676
Current liabilities		
Accounts payable & accrued expenses	1,299,896	1,781,561
Current portion of note payable	435,932	435,932
Current portion of bonds payable	836,791	836,791
Total current liabilities	2,572,619	3,054,284
Non-current liabilities		
Net pension liability	2,837,459	2,837,459
Pension deferred inflow	74,342	74,342
Note payable, net of current portion	678,832	678,832
Bonds payable, net of current portion	20,832,478	20,832,478
Total non-current liabilities	24,423,111	24,423,111
Total liabilities	26,995,730	27,477,395
Net position		
Net investment in capital assets	35,456,160	35,456,160
Restricted for debt service and capital assets	11,439,071	10,748,391
Unrestricted	6,504,477	5,675,730
Total net position	53,399,708	51,880,281
Total liabilities and net position	80,395,438	79,357,676

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

	YEAR TO DATE			MONTH		
	Actual 8/31/2017	Budget 8/31/2017	Actual 8/31/2016	Actual 8/31/2017	Budget 8/31/2017	Actual 8/31/2016
Operating revenue						
Aeronautical revenue						
Passenger airline revenue						
Passenger airline landing fees	361,682	320,400	341,260	46,911	45,400	44,161
Terminal rent	791,407	788,000	787,897	95,019	98,500	98,487
Other (boarding bridge)	61,200	47,000	55,000	7,600	5,000	6,650
Total passenger airline revenue	1,214,289	1,155,400	1,184,157	149,530	148,900	149,298
Non-passenger airline revenue						
Landing fees from cargo	93,865	62,000	70,768	12,800	7,800	11,085
Cargo and hangar rentals	34,025	33,600	33,754	4,287	4,200	4,219
Fuel tax & flowage fees	423,597	488,400	449,365	46,459	61,100	68,721
Other (ramp parking, rapid refuel)	1,080	8,000	3,090	240	1,000	180
Total non-passenger airline revenue	552,567	592,000	556,977	63,787	74,100	84,205
Total aeronautical revenue	1,766,856	1,747,400	1,741,134	213,317	223,000	233,503
Non-aeronautical revenue						
Land and building leases	385,192	385,700	383,939	46,686	47,200	45,283
Terminal - restaurant & retail	82,564	55,200	52,702	11,015	6,900	9,617
Terminal - other	170,367	127,200	160,977	21,296	15,900	20,122
Rental cars	783,750	784,200	743,821	125,337	119,900	115,143
Parking and ground transportation	934,710	914,900	899,649	110,295	115,800	110,724
Other (security fee, overtime fee, etc)	59,573	49,600	52,822	11,362	6,200	7,928
Total non-aeronautical revenue	2,416,156	2,316,800	2,293,910	325,991	311,900	308,817
Total operating revenues	4,183,012	4,064,200	4,035,044	539,308	534,900	542,320
Operating expenses						
Personnel compensation and benefits	1,318,704	1,394,263	1,216,026	143,287	167,517	149,959
Communications and utilities	198,925	211,275	194,112	24,671	26,414	25,861
Supplies and materials	276,482	293,296	256,063	28,864	37,022	34,315
Contract services	374,748	432,453	674,813	39,435	38,241	45,111
Repairs & maintenance	158,716	183,959	266,737	23,512	26,540	30,336
Insurance	61,970	61,684	60,566	7,993	7,898	7,456
Other (travel, marketing, air service, etc)	156,700	174,471	46,452	12,098	17,953	9,709
Total operating expenses	2,546,245	2,751,401	2,714,769	279,859	321,585	302,747
Operating gain (loss)	1,636,767	1,312,799	1,320,275	259,449	213,315	239,573
Non-operating revenues (expenses)						
Passenger facility charges	583,604	586,000	623,073	76,692	83,000	104,573
Interest income	59,435	12,800	18,313	9,699	1,600	2,465
Interest expense	(595,512)	(595,512)	(470,003)	(74,215)	(74,215)	(58,540)
Customer facility charges	444,943	374,000	430,587	70,900	53,000	73,312
Capital contributions	1,074,587	1,065,172	781,384	143,890	162,000	34,112
Capital expenditure	(1,206,766)	(1,299,944)	(1,207,199)	(184,694)	(180,000)	(216,734)
Debt principal payments	(325,712)	(325,712)	(316,112)	(109,329)	(109,329)	(106,081)
Other (DOJ, Liq Damages)	(151,910)	-	-	(108,616)	-	-
Total non-operating revenue	(117,331)	(183,196)	(139,957)	(175,674)	(63,944)	(166,893)
Excess of revenues over (under) expense	1,519,436	1,129,603	1,180,318	83,775	149,371	72,680

# GRAND JUNCTION REGIONAL AIRPORT ACTIVITY REPORT

Report Date: August 31, 2017  
PY Comparison Date: August 31, 2016

			August, 2017					
			CURRENT MONTH			YEAR-TO-DATE		
			PERCENT			PERCENT		
PASSENGER ENPLANEMENTS:			2016	2017	CHANGE	2016	2017	CHANGE
AMERICAN (TOTAL)			8,612	8,571	-0.48%	63,502	68,807	8.35%
ALLEGIAN'T (TOTAL)			1,709	1,720	0.64%	12,356	12,564	1.68%
UNITED (TOTAL)			5,692	5,426	-4.67%	43,771	43,232	-1.23%
DELTA (TOTAL)			3,775	3,563	-5.62%	26,100	28,598	9.57%
DENVER AIR CONNECTION (TOTAL)			503	431	-14.31%	4,879	5,034	3.18%
SWIFT AIR (TOTAL)			-	149	N/A	-	864	N/A
SunCountry Charter			44	-	-100.00%	-	80	N/A
TOTAL ENPLANEMENTS			20,335	19,860	-2.34%	150,792	159,179	5.56%
TOTAL SEAT CAPACITY			29,910	27,230	-8.96%	200,747	204,284	1.76%
PASSENGER DEPLANEMENTS:			2016	2017	CHANGE	2016	2017	CHANGE
AMERICAN (TOTAL)			8,616	8,434	-2.11%	63,482	68,073	7.23%
ALLEGIAN'T			1,707	1,714	0.41%	12,324	12,204	-0.97%
UNITED (TOTAL)			2,798	5,725	104.61%	29,622	46,238	56.09%
DELTA (TOTAL)			3,745	3,796	1.36%	26,275	28,740	9.38%
DENVER AIR CONNECTION (TOTAL)			-	481	N/A	-	4,572	N/A
SWIFT AIR (TOTAL)			-	149	N/A	-	718	N/A
SunCountry Charter			-	-	N/A	-	80	N/A
TOTAL DEPLANEMENTS			16,866	20,299	20.35%	131,909	160,625	21.77%
TOTAL PASSENGERS			37,201	40,159	7.95%	282,701	319,804	13.12%
LOAD FACTOR:;(OUTBOUND ONLY)			CURRENT MONTH			YEAR-TO-DATE		
AMERICAN (TOTAL)			59.13%	72.78%	23.09%	73.65%	82.76%	12.36%
ALLEGIAN'T			79.19%	81.21%	2.54%	85.56%	81.83%	-4.36%
UNITED (TOTAL)			73.64%	72.64%	-1.36%	72.35%	74.44%	2.89%
DELTA (TOTAL)			83.15%	80.07%	-3.71%	80.18%	77.61%	-3.20%
DENVER AIR CONNECTION (TOTAL)			54.79%	30.44%	-44.45%	69.32%	46.35%	-33.13%
GJT TOTAL			67.99%	72.93%	7.28%	75.12%	77.92%	3.73%
			CURRENT MONTH			YEAR-TO-DATE		
AIR FREIGHT ON (LBS):			2016	2017	PERCENT CHANGE	2016	2017	PERCENT CHANGE
American			731	1,308	78.93%	7,813	6,990	-10.53%
FedEx			293,850	330,665	12.53%	2,188,782	2,341,000	6.95%
KEY LIME AIR			36,856	35,187	-4.53%	-	292,693	N/A
United			-	1,555	N/A	-	6,023	N/A
Delta			-	225	N/A	-	1,190	N/A
TOTAL FREIGHT ON			331,437	368,940	11.32%	2,436,296	2,647,896	8.69%
AIR FREIGHT OFF (LBS):								
American			165	1,456	782.42%	3,760	6,440	71.28%
FedEx			568,123	458,561	-19.28%	4,078,002	3,965,441	-2.76%
KEY LIME AIR			64,425	73,350	13.85%	-	537,788	N/A
United			-	452	N/A	-	2,132	N/A
Delta			-	373	N/A	-	2,613	N/A
TOTAL FREIGHT OFF			632,713	534,192	-15.57%	4,560,793	4,514,414	-1.02%
TOTAL AIR FREIGHT			964,150	903,132	-6.33%	6,997,089	7,162,310	2.36%

August is historically a lower month for enplanements. Hurricane Harvey the last week in August may be a factor.

Keep in mind we are missing data from 2016 – not a true comparison for deplanements

# Grand Junction Regional Airport

GJT

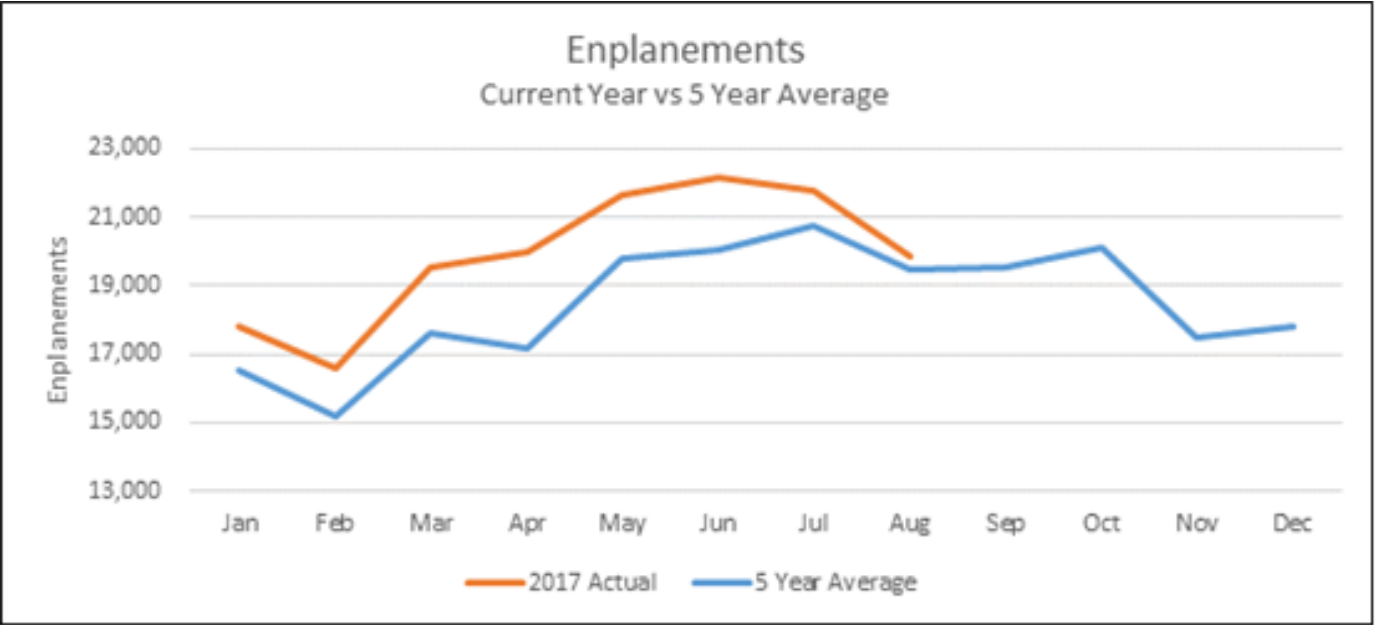
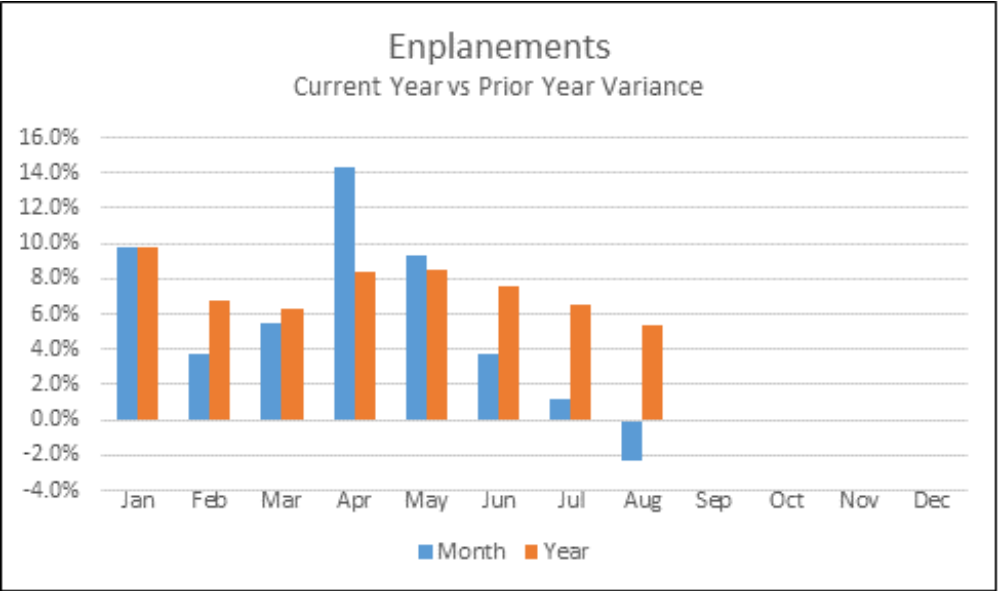
## Year-Over-Year Capacity Change Report - Seats per Day Each Way

Year 2017  
Prev Year 2016



Airline	Destination	Equip	August			September			October			November			December			January		
			2016	2017	Change	2016	2017	Change	2016	2017	Change	2016	2017	Change	2016	2017	Change	2016	2017	Change
AA	DFW	CR9	221			203			203			195			172	125	-27.1%	39	228	481.3%
		E75		228			215			216			203			93		152		
		ER4													24		13			
	DFW Total		221	228	3.3%	203	215	6.3%	203	216	6.0%	195	203	3.9%	196	218	11.4%	204	228	11.7%
	LAX	E75		7																
	LAX Total			7																
	PHX	CR7		140			140			140		119	135	13.7%	178	140	-21.5%	156	140	-10.1%
AA Total	PHX Total	CRJ	145			137			145			17								
			145	140	-3.6%	137	140	2.4%	145	140	-3.6%	136	135	-0.2%	178	140	-21.5%	156	140	-10.1%
			366	375	2.6%	339	355	4.7%	349	356	2.0%	331	338	2.2%	374	358	-4.3%	360	368	2.2%
	DL	CRJ	144	144	0.0%	142	140	-1.2%	142	144	1.1%	138	140	1.2%	140	142	1.1%	144	144	0.0%
	SLC Total		144	144	0.0%	142	140	-1.2%	142	144	1.1%	138	140	1.2%	140	142	1.1%	144	144	0.0%
	DL Total		144	144	0.0%	142	140	-1.2%	142	144	1.1%	138	140	1.2%	140	142	1.1%	144	144	0.0%
G4	LAS	73H													12			6		
		M80	43	48	12.5%	50	44	-11.1%	48	48	0.0%	50	50	0.0%	37	43	14.3%	43	48	12.5%
			43	48	12.5%	50	44	-11.1%	48	48	0.0%	50	50	0.0%	50	43	-13.8%	49	48	-1.5%
	LAS Total																			
	LAX	319		20																
	LAX Total	M80	21																	
			21	20	-6.0%															
G4 Total			64	68	6.3%	50	44	-11.1%	48	48	0.0%	50	50	0.0%	50	43	-13.8%	49	48	-1.5%
	UA	CR7		5		105	28	-73.3%	70	104	48.4%	98	110	11.9%						
	DEN	CRJ	121	108	-10.7%	20	52	158.3%	115	42	-63.4%	68	50	-26.8%	21	105	400.0%		194	
		E7W		34			30			5										
		ER4	116	103	-11.1%	152	120	-20.9%	98	106	8.2%	38	52	34.8%	139	56	-59.3%	173		
	DEN Total		237	250	5.5%	277	230	-16.8%	283	257	-9.1%	205	211	3.3%	160	161	1.0%	173	194	12.1%
	UA Total		237	250	5.5%	277	230	-16.8%	283	257	-9.1%	205	211	3.3%	160	161	1.0%	173	194	12.1%
Grand Total			811	837	3.3%	807	770	-4.7%	822	805	-2.1%	724	739	2.2%	724	704	-2.7%	725	753	3.9%

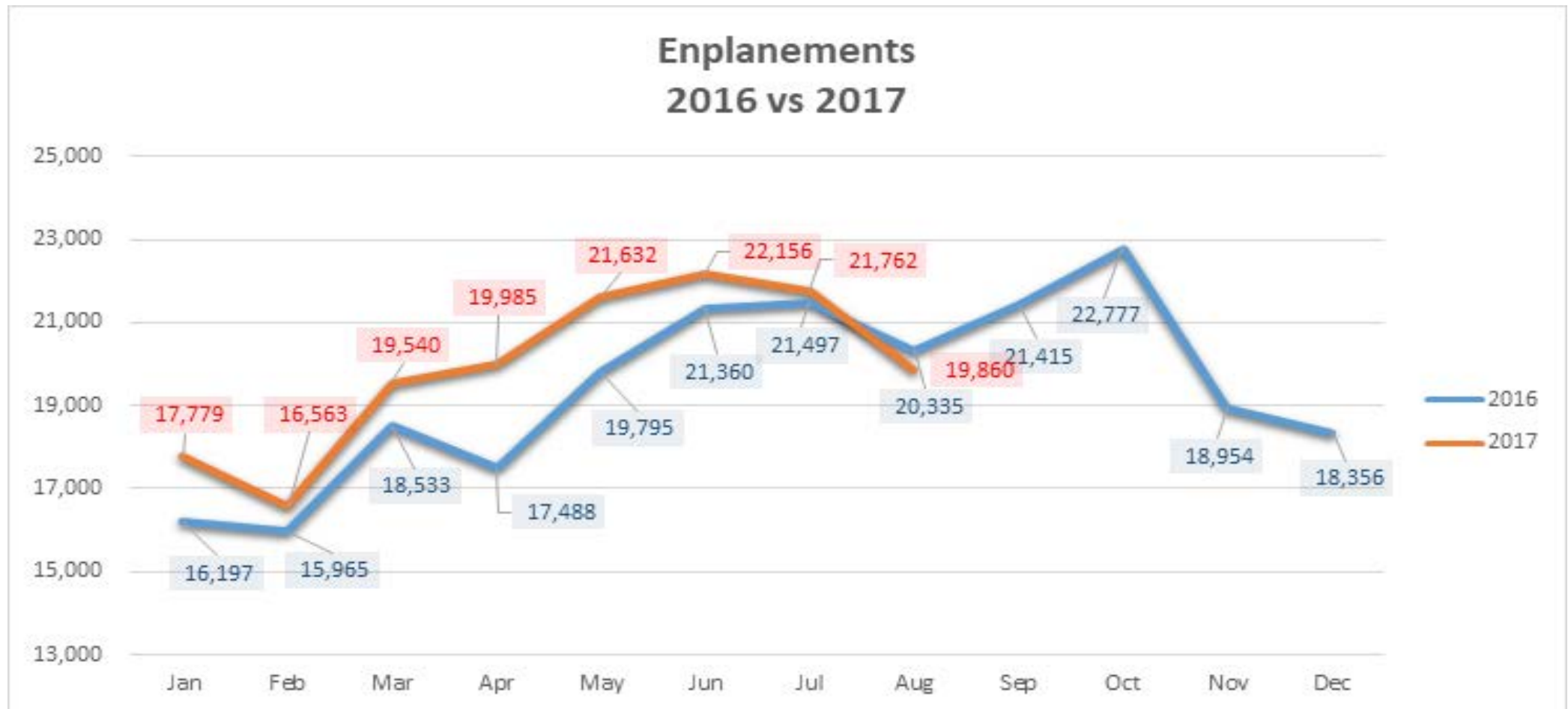
# Enplanements and Activity Report



	2016	2017	Variance	
			Passengers	Percent
August	20,335	19,860	(475)	-2.3%
YTD	151,170	159,277	8,107	5.4%

	5 Year Avg	2017	Variance	
			Passengers	Percent
August	19,496	19,860	364	1.9%
YTD	146,694	159,277	12,583	8.6%

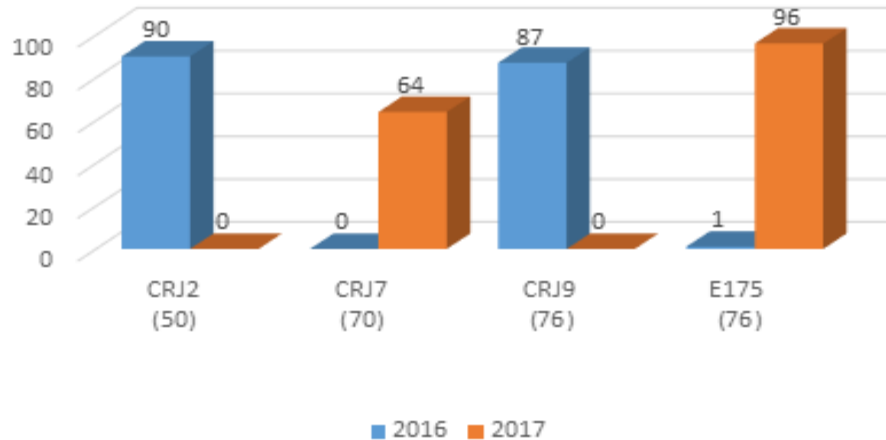
# Enplanements and Activity Report



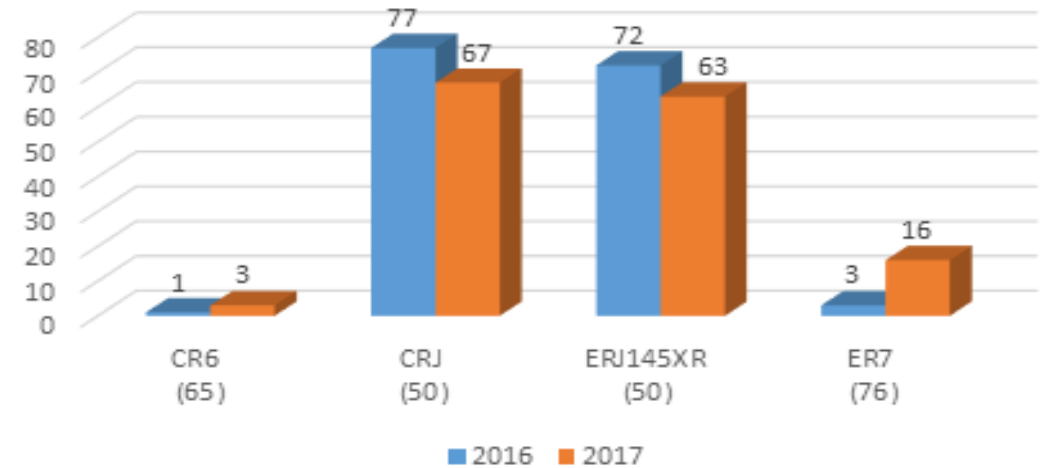
# Aircraft Changes – August 2016 vs 2017

Landings only

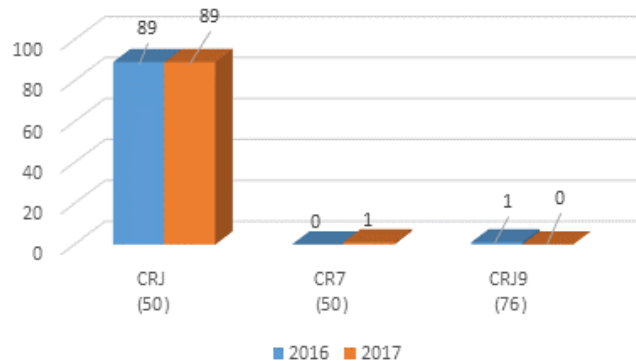
## American Airlines



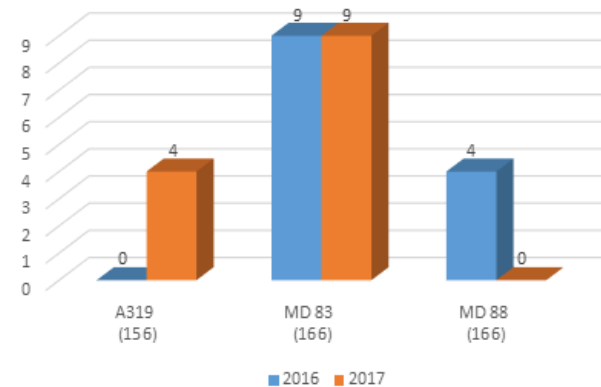
## United Airlines



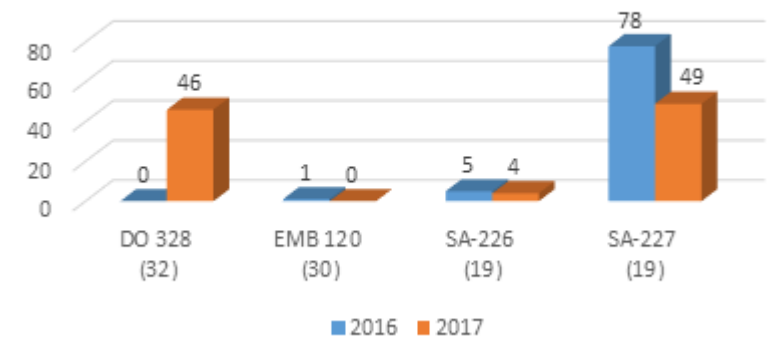
## Delta Airlines



## Allegiant Air



## Denver Air Connection



# Events/Tenant Update



- Traffic Delays – We encourage locals attending the airshow to carpool and use shuttle services
- Passengers – We encourage arrival times of 90 minutes prior to departure and plan ahead for additional traffic delays
- Flight Schedules – We encourage passengers to check with their airline for possible schedule changes Sept 28 – Oct 1

## Grand Junction Regional Airport Authority

### Agenda Item Summary

TOPIC:	Projects Update		
PURPOSE:	Information <input checked="" type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input type="checkbox"/>
RECOMMENDATION:	N/A		
LAST ACTION:	N/A		
DISCUSSION:	Item to provide monthly project status update.		
FISCAL IMPACT:	N/A		
ATTACHMENTS:	Project Update		
STAFF CONTACT:	Eric Trinklein <a href="mailto:etrinklein@gairport.com">etrinklein@gairport.com</a> Office: 970-248-8597		

## Grand Junction Regional Airport Authority

### Agenda Item Summary

TOPIC:	Ground Lease Agreement: Junction AeroTech		
PURPOSE:	Information <input checked="" type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Staff recommends that the Board approve the transition of Junction AeroTech to the new standard form lease, and authorize legal counsel to assure inclusiveness and compliance, in regards to approvals or other documents required for the transfer.		
LAST ACTION:	<p>At the March 2016 regular board meeting, Junction AeroTech requested their three ground leases be moved onto the new standard form ground lease.</p> <p>All three ground leases commenced on different dates and currently expire on different dates, as set forth below.</p> <p><u>Commencement Date.</u> TRACT 1: 12/31/2004 TRACT 2: 9/1/2005 TRACT 3: 08/15/2008</p> <p><u>Expiration Date.</u> 8/15/2028</p> <p>Section 3.3 – Additional Option Terms, has been modified to assure lease terms do not exceed 50-years. A complete lease is available for review upon request.</p> <p>The chairman of the board signed the lease on April 8, 2016.</p>		
DISCUSSION:	<p>Junction AeroTech has requested an amendment to their ground lease. However, prior to their signing of the lease they have requested an amendment as attached.</p> <p>Item 2 – this date modification request does not change the length of the contract. This will reduce the initial expiration date by 4 years and add a 4 year option.</p> <p>Item 3 – this item defines “Monthly Ground Rent”</p>		

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Item 4 – see attached changes to section 3.3.2. The primary change in this section is the addition of two years notice to Lessee that the option term will not be granted. Changes to the original lease are identified in bold and italics.

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FISCAL IMPACT: None.

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ATTACHMENTS:           1. Amendment Item 4 change comparison to original lease  
                                  2. Amendment

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

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3.3.2 the GJRAA Board of Commissioners has not previously found, or **not** found within sixty (60) days after such request by the Lessee, or by the close of the GJRAA Board of Commissioner's next regular Board meeting, whichever is later in time, that:

(a) **at any time during the twelve (12) month period prior to the expiration of the then-current option or Additional Option term**, the Improvements on the Premises have not been properly maintained (including painting) and do not meet current Minimum Standards as approved of by the GJRAA, the Improvements on the Premises do not meet any applicable code requirements, or the Improvements on the Premises are not in a condition expected to be serviceable in any respect for the additional four (4) year Additional Option term,

(b) the GJRAA intends to redevelop the area in which the Premises are located and/or use all or a portion of the Premises for purposes other than a lease to a Commercial Lessee or Storage Lessee, as the case may be with respect to the Lessee,

(c) **at any time during the twelve (12) month period prior to the expiration of the then-current option or Additional Option term**, Lessee is ~~not~~ in default under this Lease **and such default remains uncured**,

(d) **at any time during the twelve (12) month period prior to the expiration of the then-current option or Additional Option term**, Lessee is in default in any other financial obligation to the GJRAA **and such default remains uncured**, and/or

(e) The granting of any Additional Option would ~~not~~ violate any FAA Grant Assurance or the provisions of any applicable law or regulation.

***Notwithstanding anything to the contrary herein, GJRAA may not decline to offer Lessee an Additional Option pursuant to clause (b) above unless it provides Lessee written notice of its intent to so redevelop or use the Premises or portion thereof no later than two (2) years prior to the expiration of the then-current option or Additional Option term.***

## FIRST AMENDMENT TO AERONAUTICAL USE GROUND LEASE

This FIRST AMENDMENT TO AERONAUTICAL USE GROUND LEASE (this "Amendment") is made and entered into as of \_\_\_\_\_, 2017 ("Effective Date") by and between **Grand Junction Regional Airport Authority**, a body corporate and politic and constituting a subdivision of the State of Colorado ("GJRAA") and **Junction AeroTech, LLC**, a Delaware limited liability company ("Lessee").

### WITNESSETH

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

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

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

1. **Capitalized Terms.** Capitalized terms used in this Amendment that are not specifically defined herein shall have the meanings given such terms in the Lease.
2. **Expiration Date & Lease Term.** Section 1.8.1 of the Lease is amended by replacing 8/15/2028 with 8/15/2024 as the Expiration Date. Section 3.3 of the Lease is amended increasing the number of Additional Options from four (4) to five (5) additional options of four (4) years each.
3. **Monthly Ground Rent.** Section 1.11 of the Lease is amended by deleting the first sentence in its entirety and replacing it with the following:

"The annual ground rent shall initially be \$211,174.58 per year, paid monthly at \$17,597.88 (the "Monthly Ground Rent"), based on the area of the Premises, other than the Object Free Area ("OFA")."
4. **Additional Option Terms.** Section 3.3.2 of the Lease is hereby amended by deleting such section in its entirety and replacing it with the following:

“3.3.2 the GJRAA Board of Commissioners has not previously found, or not found within sixty (60) days after such request by the Lessee, or by the close of the GJRAA Board of Commissioner's next regular Board meeting, whichever is later in time, that:

- (a) at any time during the twelve (12) month period prior to the expiration of the then-current option or Additional Option term, the Improvements on the Premises have not been properly maintained (including painting) and do not meet current Minimum Standards as approved of by the GJRAA, the Improvements on the Premises do not meet any applicable code requirements, or the Improvements on the Premises are not in a condition expected to be serviceable in any respect for the additional four (4) year Additional Option term,
- (b) the GJRAA intends to redevelop the area in which the Premises are located and/or use all or a portion of the Premises for purposes other than a lease to a Commercial Lessee or Storage Lessee, as the case may be with respect to the Lessee,
- (c) at any time during the twelve (12) month period prior to the expiration of the then-current option or Additional Option term, Lessee is in default under this Lease and such default remains uncured,
- (d) at any time during the twelve (12) month period prior to the expiration of the then-current option or Additional Option term, Lessee is in default in any other financial obligation to the GJRAA and such default remains uncured, and/or
- (e) The granting of any Additional Option would violate any FAA Grant Assurance or the provisions of any applicable law or regulation.

Notwithstanding anything to the contrary herein, GJRAA may not decline to offer Lessee an Additional Option pursuant to clause (b) above unless it provides Lessee written notice of its intent to so redevelop or use the Premises or portion thereof no later than two (2) years prior to the expiration of the then-current option or Additional Option term.”

5. **Miscellaneous.**

- a. This Amendment is intended and shall be construed to complement and supplement the Lease, therefore, if and only to the extent that the provisions of this Amendment are inconsistent or in conflict with the provisions of the Lease, then this Amendment shall govern and control, and the Lease shall be deemed amended, whenever required or necessary, to conform to the provisions of this Amendment.
- b. Each signatory of this Amendment represents hereby that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.

- c. It is expressly agreed that the Lease, as amended by this Amendment, including, without limitation, all of the exhibits attached hereto, constitutes the whole agreement between GJRAA and Lessee as to the subject matter hereof, and there are no other terms, promises, obligations, covenants, warranties, representations, statements, or conditions, expressed or implied, of any kind, and all prior negotiations and agreements in respect of this Amendment are hereby superseded by this Amendment and are of no further force or effect. No inference in favor of or against any party should be drawn from the fact that such party drafted or participated in the drafting of this Amendment or that such provisions have been drafted on behalf of such party.
- d. This Amendment and any disputes arising hereunder shall be governed by and shall in all respects be construed under the laws of the State of Colorado and applicable federal law.
- e. Except as expressly amended or modified hereby, the Lease and all provisions, terms, and conditions thereof shall remain, in all respects, unchanged and in full force and effect, and are hereby ratified and confirmed.

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

[Signature Page Follows]

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

**"GJRAA"**

**GRAND JUNCTION REGIONAL AIRPORT AUTHORITY,**

a body corporate and politic and constituting  
subdivision of the State of Colorado

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

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

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

**"LESSEE"**

**JUNCTION AEROTECH, LLC,**

a Delaware limited liability company

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

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

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

## Grand Junction Regional Airport Authority

### Agenda Item Summary

TOPIC:	Business Development Committee Appointment		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
DISCUSSION:	<p>The board would like to establish a Business Development Committee (BDC) comprised of two board members. The basis for the BDC is to monitor the business development opportunities at the airport. Some responsibilities of the BDC is to determine the benefit on businesses for a fully developed area to allow large private hangars on Taxiway Alpha and further develop hangar space on Taxiway Charlie.</p>		
FISCAL IMPACT:	None		
ATTACHMENTS:	None		
STAFF CONTACT:	None		

# Grand Junction Regional Airport Authority

## Agenda Item Summary

TOPIC:	Customs and Border Patrol Site Options		
PURPOSE:	Information <input checked="" type="checkbox"/>	Guidance <input checked="" type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Direction to proceed to Schematic Design.		
LAST ACTION:	August Board meeting direction to evaluate site options for a CBP facility.		
DISCUSSION:	<p>The attached is a comparative analysis of two sites and their Rough Order of Magnitude (ROM) costs.</p> <p>Site 1 is at the existing terminal building above the ATO spaces. Site 2 is remote, adjacent to the existing Mesa Airlines Maintenance Hangar.</p> <p>While the sizes are larger than the 3,025 sq. ft. of Mead and Hunt's previous analysis, the adjusted ROM cost are slightly lower.</p> <p>To separate building versus tenant finish costs requires full schematic design.</p> <p>Soft Costs vary by project but may be as high as 35% since they include general conditions, design, permits, fixtures and furnishings, inspections, contingencies, etc.</p> <p>Mead and Hunt will discuss the following items:</p> <ol style="list-style-type: none"><li>1. Defining assumptions and exclusions</li><li>2. Building Type Stick vs Pre-Engineered Metal Building</li><li>3. Building Size</li><li>4. Delineation of Tenant Improvements vs. Building Costs</li><li>5. Soft Costs</li></ol>		
FISCAL IMPACT:	Not Determined		
ATTACHMENTS:	GAF CBP Estimates and Site Options		
STAFF CONTACT:	Eric Trinklein <a href="mailto:etrinklein@gairport.com">etrinklein@gairport.com</a> Office: 970-248-8597		

# Customs and Border Protection (CBP) General Aviation Facility (GAF)

Grand Junction Regional Airport

Options comparisons, including Rough Order-of-Magnitude (ROM) costs

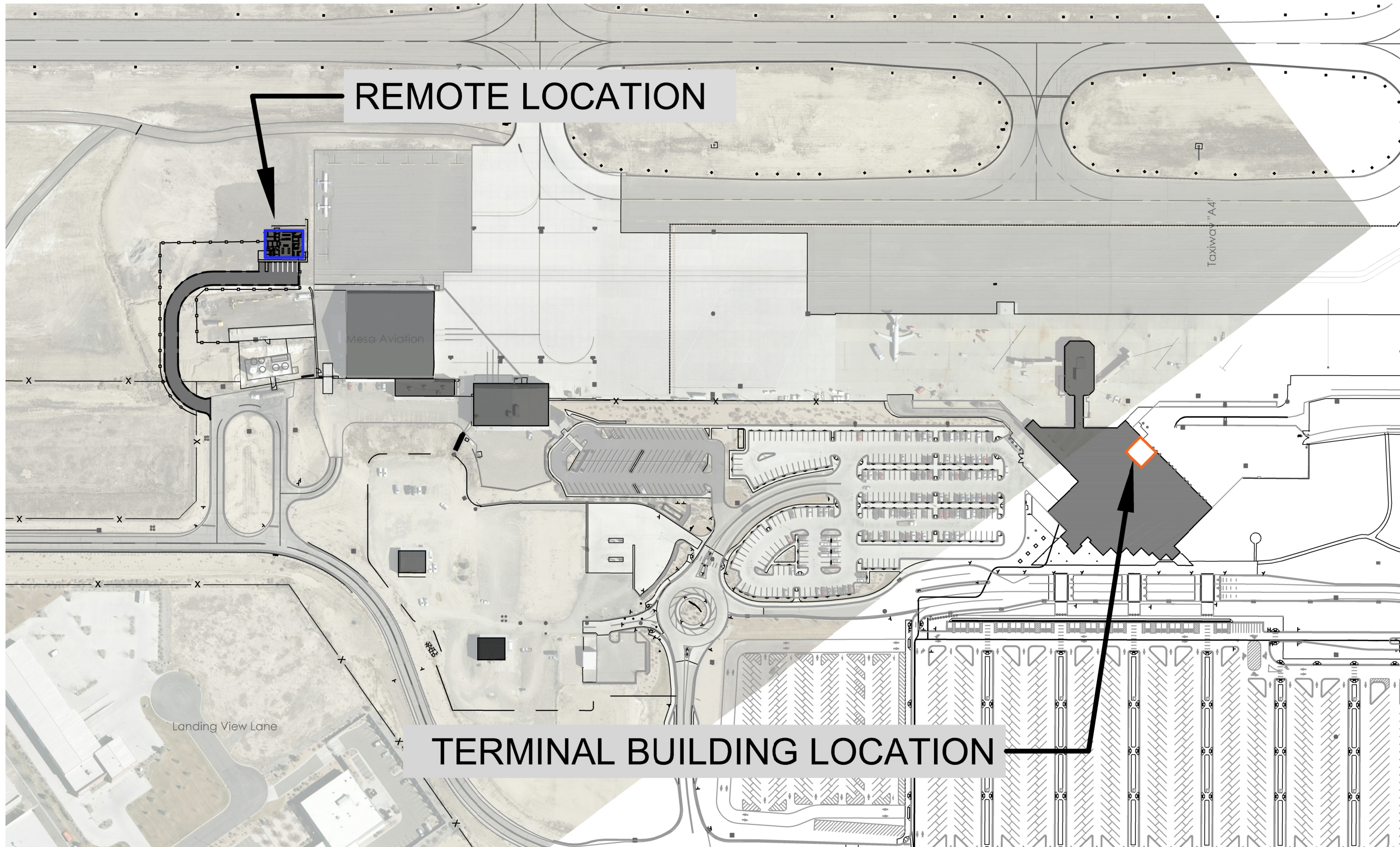
September 15, 2017

Remote Site Option			Pro's	Con's
Building size	3500 Square Feet		Long building lifespan	Restricts apron use
	Low	High	Segregation of domestic/international	Passengers separate from terminal
Building Construction, incl. interior	\$ 1,225,000	\$ 1,925,000	New Construction	
Site			No conflicts with terminal operations	
Utilities	\$ 60,000	\$ 100,000	Exclusive experience (privacy)	
Earthwork	\$ 40,000	\$ 60,000	Road built for future GA development	
Roadway and Parking	\$ 150,000	\$ 200,000		
Fencing	\$ 30,000	\$ 50,000		
<b>Total</b>	<b>\$ 1,505,000</b>	<b>\$ 2,335,000</b>		
<b>Construction Costs (ROM)*</b>		<b>\$ 1,920,000</b>		
*These are construction, NOT total project costs				

Terminal Option - 2nd Floor Expansion			Pro's	Con's
Building size	3855 Square Feet		Similar initial costs	Needs to be replaced w/ terminal
	Low	High	Preserves GA apron and site	Uses an airline parking position
Building addition, incl. interior	\$ 1,542,000	\$ 2,313,000	Connected to terminal amenities	Domestic/International conflicts
Utility extension	\$ 25,000	\$ 75,000		Potential conflicts w/ new terminal
Elevated walkway	\$ 50,000	\$ 100,000		Terminal operations disruption
Fencing	\$ 15,000	\$ 40,000		
<b>Total</b>	<b>\$ 1,632,000</b>	<b>\$ 2,528,000</b>		
<b>Construction Costs (ROM)*</b>		<b>\$ 2,080,000</b>		
*These are construction, NOT total project costs				

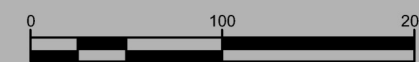
REMOTE LOCATION

TERMINAL BUILDING LOCATION

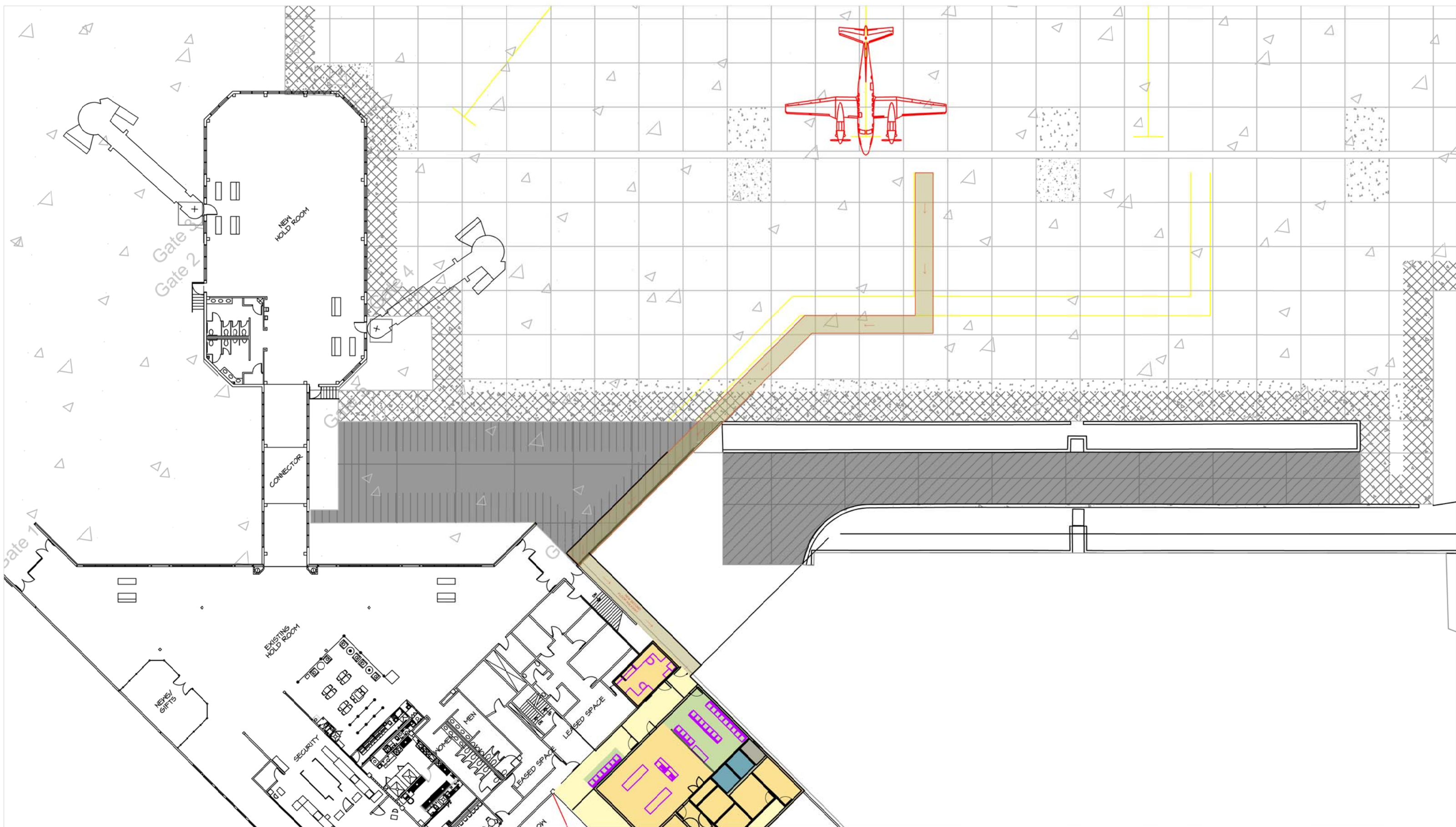


GJT

GRAND JUNCTION REGIONAL AIRPORT  
GAF CBP  
TWO OPTIONS FOR LOCATION



Mead  
& Hunt



GJT

GRAND JUNCTION REGIONAL AIRPORT  
GAF CBP  
TERMINAL LEVEL 2 OPTION  
SITE PLAN

Mead  
& Hunt



### PROS

- SIMILAR INITIAL COSTS
- PRESERVES GA APRON AND SITE
- CONNECTED TO TERMINAL AMMENITIES

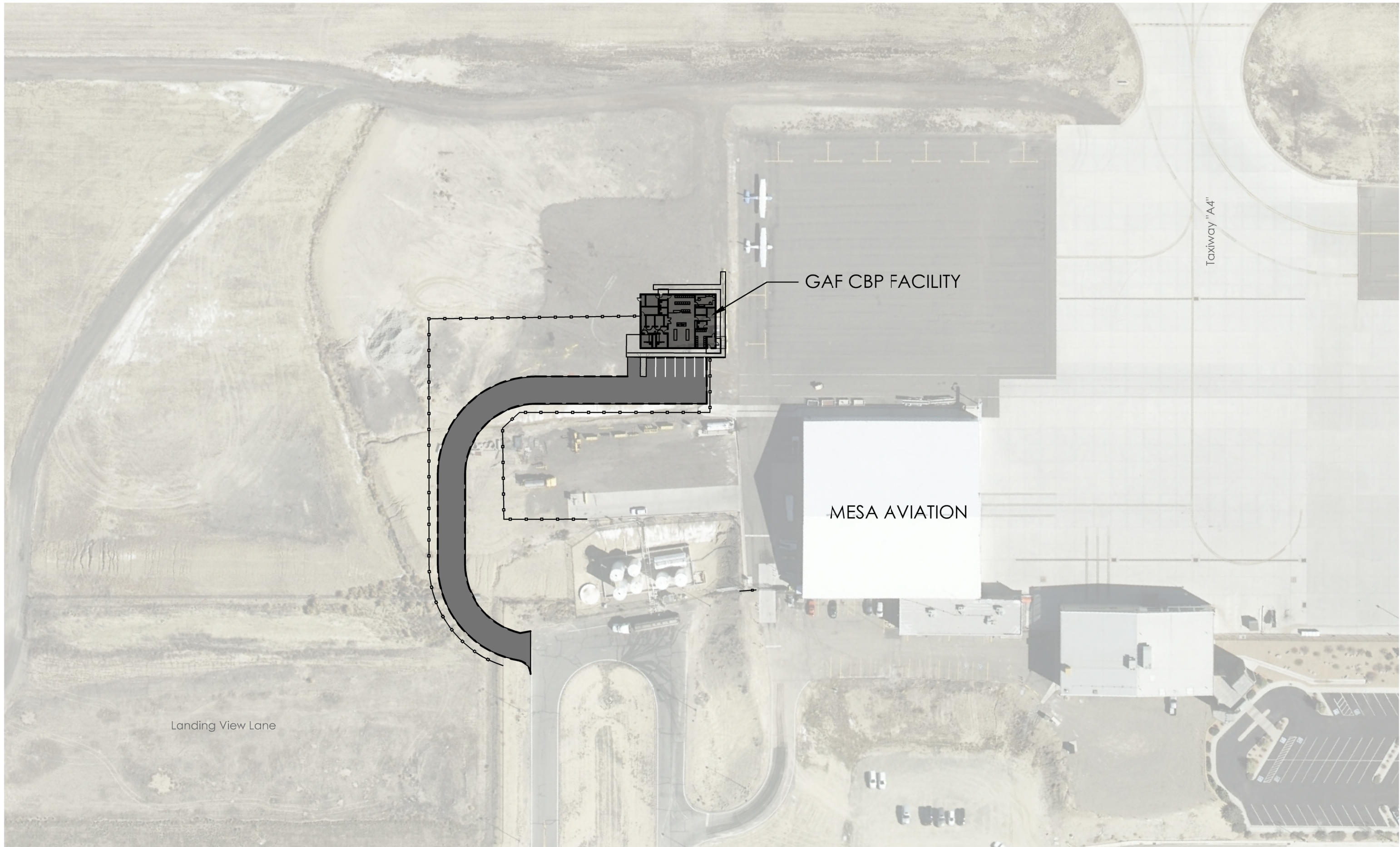
### CONS

- NEEDS TO BE REPLACED W/TERMINAL
- USES AN AIRLINE PARKING POSITION
- DOMESTIC/INTERNATIONAL CONFLICTS
- POTENTIAL CONFLICTS W/ NEW TERMINAL
- TERMINAL OPERATIONS DISRUPTION

**GJT**

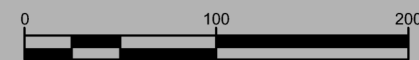
GRAND JUNCTION REGIONAL AIRPORT  
**GAF CBP**  
 TERMINAL LEVEL 2 OPTION  
 FLOOR PLAN

**Mead  
& Hunt**

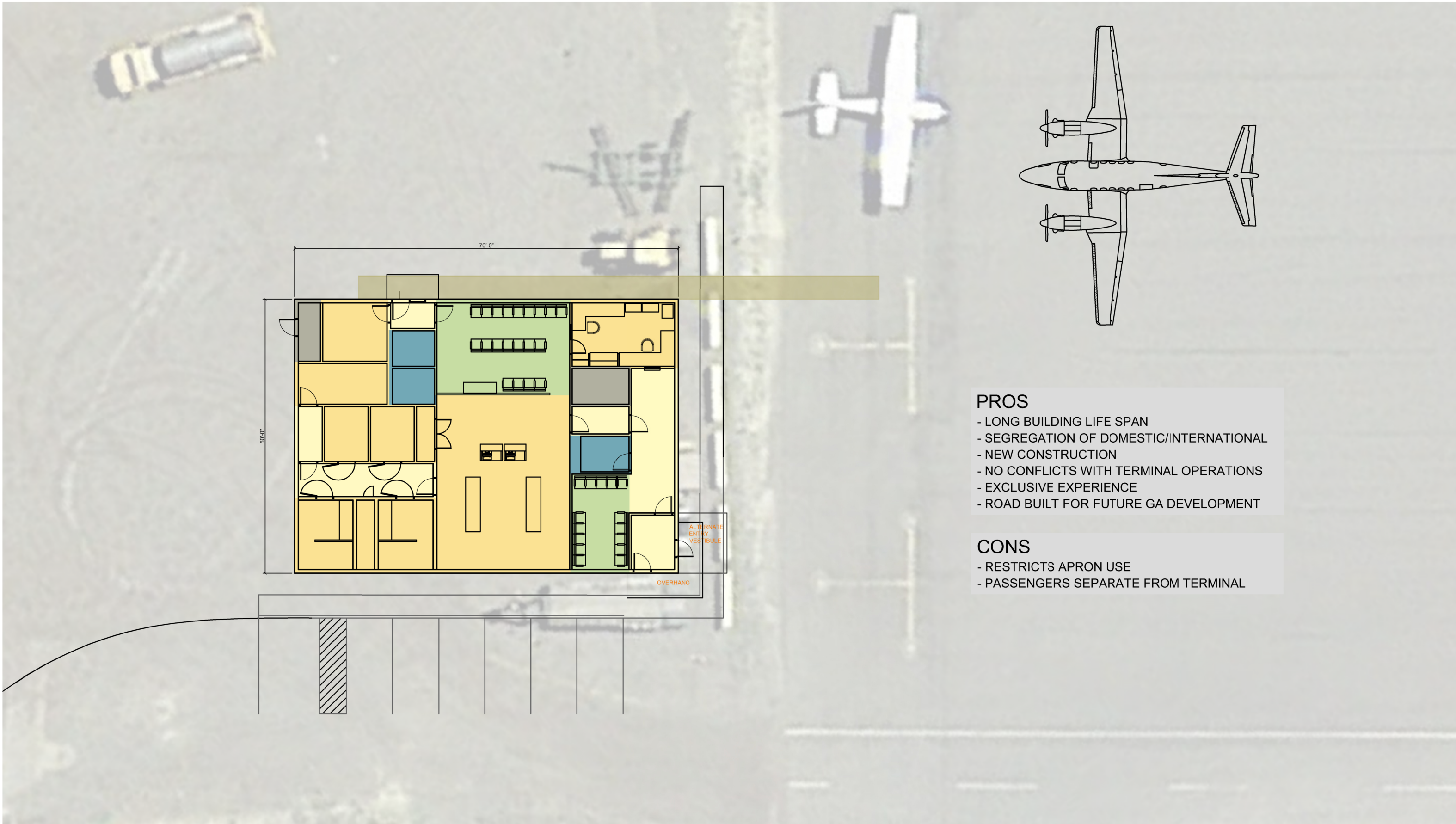


**GJT**

GRAND JUNCTION REGIONAL AIRPORT  
**GAF CBP**  
West Campus Location



**Mead  
& Hunt**



**PROS**

- LONG BUILDING LIFE SPAN
- SEGREGATION OF DOMESTIC/INTERNATIONAL
- NEW CONSTRUCTION
- NO CONFLICTS WITH TERMINAL OPERATIONS
- EXCLUSIVE EXPERIENCE
- ROAD BUILT FOR FUTURE GA DEVELOPMENT

**CONS**

- RESTRICTS APRON USE
- PASSENGERS SEPARATE FROM TERMINAL