

FAA94WFA

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: CONTRACT (GRANT-CO-SPONSORSHIP)

NAME OF AGENCY OR CONTRACTOR: FEDERAL AVIATION ADMINISTRATION

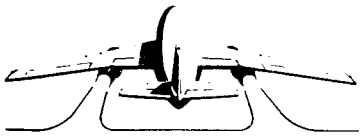
STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: PROJECT NO. 3-08-0027-13, CONTRACT NO. DOT-FA94NM-1028, CONSTRUCTION OF A FREIGHT ACCESS ROAD AND DESIGN FOR REHABILITATION OF RUNWAY 11/29 AND GRADING OF RUNWAY 11 SAFETY AREA

CITY DEPARTMENT: ADMINISTRATIVE SERVICES

YEAR: 1994

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE



*We've got the world
at our wingtips*

WALKER FIELD Airport Authority

2828 Walker Field Drive, Suite 211
Grand Junction, Colorado 81506
(303) 244-9100
FAX (303) 241-9103

MEMO

TO: David Varley
Assistant City Manager

FROM: Marcel J. Theberge, A.A.E.
Airport Director

DATE: August 29, 1994

SUBJECT: FAA Grant Agreement

Enclosed for your records is a fully executed FAA Grant Agreement for Project No. 3-08-0027-13 for the construction of a freight access road and design for rehabilitation of Runway 11/29 and grading of Runway 11 safety area.

Your assistance was greatly appreciated.

Enclosure

BOARD OF COMMISSIONERS
C. Joseph Croker, Chairman
Earl F. Payne, Vice Chairman
John Crouch
Elaine Ingvertsen
Lawrence J. Jakerst
Marian Novack
Reford Theobald

AIRPORT DIRECTOR
Marcel J. Theberge, A.A.E.

GRANT AGREEMENT

Federal Aviation
Administration

Part I - Offer

Date of Offer: JUN 24 1994
Airport: Walker Field
Project Number: 3-08-0027-13
Contract Number: DOT-FA94NM-1028

To: City of Grand Junction and the County of Mesa, Colorado and Walker Field Colorado Public Airport Authority
(herein called the "Sponsor")

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

Whereas, the sponsor has submitted to the FAA a Project Application dated May 27, 1994, for a grant of Federal funds for a project at or associated with the Walker Field Airport which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

Whereas, the FAA has approved a project for the Airport (herein called the "Project") consisting of the following:

Construct Freight Access road; and plans and specifications development for rehabilitation of Runway 11/29 and grading of Runway 11 safety area,

all as more particularly described in the Project Application.

Now therefore, pursuant to and for the purpose of carrying out the provisions of the Airport and Airway Improvement Act of 1982, as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987, herein called the "Act", and/or the Aviation Safety and Noise Abatement Act of 1979, and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **The Federal Aviation Administration, for and on behalf of the United States, hereby offers and agrees to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 90.00 percent.**

This Offer is made on and subject to the following terms and conditions:

Conditions

1. The maximum obligation of the United States payable under this offer shall be \$310,500. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 512(b) of the Act, the following amounts are being specified for this purpose:

\$-0-for planning

\$310,500 for airport development and noise program implementation

2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. The sponsor shall carry out and complete the Project without undue delay and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before June 30, 1994, or such subsequent date as may be prescribed in writing by the FAA.
7. The sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share

of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgement, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

Special Conditions

9. The sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the "Current FAA Advisory Circulars for AIP Projects," dated August 12, 1993, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
10. Unless otherwise approved by the FAA, it will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The sponsor will include in every contract a provision implementing this special condition.

11. The Sponsor agrees that Assurance No. 9 is deleted in its entirety and the following substituted therefor:

Assurance 9. Public Hearings. In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

12. The sponsor agrees that Assurance No. 26 is deleted in its entirety and the following substituted therefor:

Assurance 26. Reports and Inspections. It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request. A report of the airport budget will be available to the public at reasonable times and places. For airport development projects, it will also make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request. For noise compatibility program projects, it will also make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request.

13. It is understood and agreed by the parties hereto that the maximum obligation of the United States for this grant agreement may, if requested by the Sponsor and approved by the FAA, be increased as provided in Section 512(b)(3) of the Airport and Airways Improvement Act of 1982 to cover increased eligible and allowable development project costs. Upon approval of the sponsor's request for such an increase, FAA will advise the Sponsor by letter of the new grant amount. Issuance of such letter will constitute an amendment to this agreement and the maximum grant obligation of the United States will be adjusted to the amount specified.

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

United States of America
Federal Aviation Administration




Manager, Denver Airports District Office

Part II - Acceptance

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


Executed this 27th day of June, 1994.





Title: Deputy City Clerk

CITY OF GRAND JUNCTION, COLORADO

By: 

Sponsor's Designated Official Representative

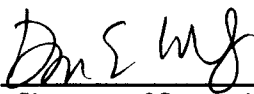
Title: City Manager

Certificate of Sponsor's Attorney

I, DAN E WILSON, acting as Attorney for the Sponsor do hereby certify:

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

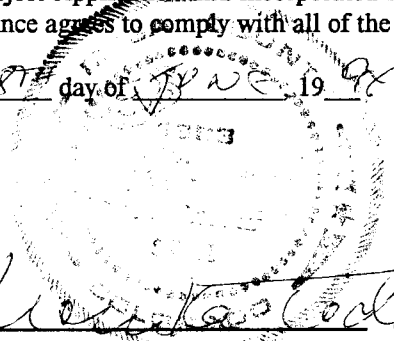
Dated at Grand Junction this 27th day of June, 1994
Colorado



Signature of Sponsor's Attorney

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

Executed this 28th day of JUNE, 1994



COUNTY OF MESA, COLORADO

(SEAL)

By: _____

Sponsor's Designated Official Representative

Attest: _____

Title: _____

Title: COUNTY CLERK

Certificate of Sponsor's Attorney

Maurice Lyle Dechant

I, 1, acting as Attorney for the Sponsor do hereby certify:

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

Dated at Grand Junction this 29th day of June, 1994

Maurice Lyle Dechant
Signature of Sponsor's Attorney

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

Executed this 28th day of June, 1974.

**WALKER FIELD COLORADO PUBLIC AIRPORT
AUTHORITY**

By: 
Sponsor's Designated Official Representative

(SEAL)

Attest: 

Title: Acting Chairman

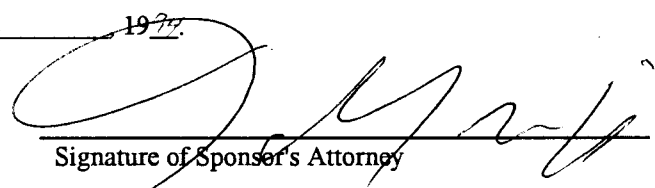
Title: Clerk

Certificate of Sponsor's Attorney

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

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

Dated at Grand Jet, CO this 28th day of June, 1974.


Signature of Sponsor's Attorney