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3.69	ÿ Crisis and Respite Care	261
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3.75	The monthly parent education workshops were developed by a group of community stakeholders that saw a need for more targeted parent education around certain topics. The workshops will be offered in the community in partnership with the local school di...	262
3.76	Funding to support crisis and respite care is included in our request. At this time there is a limited amount of funding available to support families experiencing challenges with tuition support for child care. We are requesting a small amount of fun...	262
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3.79	The target population for Love and Logic Courses is parents with children ages 0-8.	262

3.80	The target population for the Parenting Workshops is parents with children ages 0-11.	262
3.81	5) Describe outreach activities to special populations and Cultural Competence Efforts.	262
3.82	Our team will be responsible for all outreach activities. All materials and promotional messaging will be translated and all parenting programs will be available in English and Spanish. The behavioral health navigator will also do direct outreach to f...	262
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3.119	18. Please describe your understanding of the 2-generation approach: If you are embedding it in your current work, and how you will integrate it in your proposed strategy or strategies identified in this proposal.	268
3.120	We are integrating the 2-generation approach into our project. The 2Gen approach is a family-centered approach that includes addressing needs and opportunities for both children and parents to reach their full potential. It also has some key parts, s...	268
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3.128	The intended outcomes of the direct services strategies that we have chosen are as follows:	269
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3.131	Parents As Teachers – With the addition of an English speaking facilitator we expect to serve a total of 10 families. This number was identified as the maximum number of families the PAT program can support with the current and proposed staffing for t...	269
3.132	Parent Education	269

3.133	Love and Logic – We expect to serve a maximum of 15 parents for each Love and Logic course offered through the year. Annual we expect to offer 2 courses serving a maximum of 30 parents. In the past Love and Logic courses were limited to 8 parents at o...	269
3.134	Parenting Workshops – in each monthly Parenting workshop we expect to have at 10 or more parents attend each workshop. We estimate that annually 80 parents will attend at least one workshop throughout the year. Workshops will be offered monthly from O...	269
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3.144	All Applicants provide answers to Questions 8 to 10.	271
3.145	h. Indicate the capacity and willingness of your organization to participate in data collection and evaluation processes, including access to technology such as computer and web access.	271
3.146	Gunnison County DHHS has the capacity and is willing to participate in data collection and evaluation processes. We hold a variety of grants that require our organization to report on performance, process and outcome measures and we utilize all of the...	271
3.147	i. Describe experience your agency has with maintaining information on program activities in a data management system, including experience in assuring data integrity.	271
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3.150	Continuous quality improvement remains a priority in our work. Our organization regularly gathers feedback from community partners, early childhood workforce, and parents to inform our efforts and ensure quality delivery of all services. Through surve...	271

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3.152	a. Describe how the CBCAP selected strategy will continue if funding is reduced or discontinued for this program.	272
3.153	The selected strategies are strategies that have been prioritized through other funding streams. The requested CBCAP funding would be utilized to build upon and help strengthen initiatives that are already being worked on by our organization and commu...	272
3.154	b. Explain agency plan to continue to provide services in the event of staff turnover.	272
3.155	Our proposal includes funding to support multiple positions all of whom will be cross trained and have a shared understanding of the one another's work to ensure a smooth transition and continuity of services in the event of staff turnover.	272
3.156	c. Describe the agency's plan for family recruitment and retention for involvement in CBCAP services/activities.	272
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10.3	CDEC supports communities to bolster their Equity, Diversity and Inclusion practices in all aspects of their work. In doing so, additional funding to support implementation is being provided. Please note that these funds are for EDI specific strateg(...	329
10.4	A. Please identify the strategy/strategies that you are proposing to implement to bolster EDI work in your project.	329

10.5	Strategies: 1) Increase bilingual access to parenting supports, such as PAT, Love and Logic, monthly parenting support, outreach and engagement. 2) Spanish Family Friend and Neighbor Care outreach and support 3) Workforce and Employment Pathways, foc...	329
10.6	B. In preparation for implementation, please describe how you have addressed the following in your planning:	329
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10.25 Yes, this meeting will be inclusive of under-represented groups, will include interpretation if needed, and will be designed to ensure parents feel comfortable at the table through meeting co-design processes. Transparency will be achieved through re... 331
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2.8 Access to Services Subgroup 810
2.9 Sense of Belonging Subgroup 811
2.10 Gunnison County provides fiscal sponsorship and support through funding from Health and Human Services and Juvenile Services. Thank you! Questions? Reiley Jones rjones@gunnisoncounty.org Margaret Wacker mwacker@gunnisoncounty.org 812

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: **Tuesday, March 19th, 2024**
PLACE: **Board of County Commissioners' Meeting Room at the Gunnison County Courthouse (REMOTE OPTION BELOW)**

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS WORK SESSION:

8:30 am

- Gunnison County Boards and Commissions Interviews:
    1. 8:30 am: Extension Advisory Committee – Melissa Post
    2. 8:45 am: Gunnison Basin Sage-grouse Strategic Committee – Sean Patrick
    3. 9:00 am: Gunnison Basin Sage-grouse Strategic Committee – Petar Simic

- Adjourn

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY MEETING:

9:15 am

- Call to Order

- Alcohol Beverage License # 03-02907; Irwin Backcountry Guides LLC dba Parking Barn; 5/20/2024 to 5/20/2025

- Alcohol Beverage License # 03-02906; Irwin Backcountry Guides LLC dba Movie Cabin; 5/20/2024 to 5/20/2025

- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

9:17 am

- Call to Order; Agenda Review

- Minutes Approval

    1. November 21, 2023 Regular Meeting
    2. December 19, 2023 Regular Meeting
    3. January 16, 2024 Regular Meeting
    4. February 20, 2024 Regular Meeting
    5. March 5, 2024 Regular Meeting

- Scheduling

- Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
    1. Acknowledgement of Appointment; Gunnison Basin Sage-grouse Strategic Committee; Natural Resources Conservation Service; Elizabeth With as Regular and Allison Hearne as Alternate
    2. Acknowledgement of Appointment; Gunnison Basin Sage-grouse Strategic Committee; U.S. Forest Service; Dayle Funka as Regular and Matt Vasquez as Alternate
    3. Acknowledgement of Appointment; Gunnison Basin Sage-grouse Strategic Committee; Gunnison County Stockgrowers' Association; Paul Mowery as Regular and Burt Guerrieri as Alternate
    4. Amendment No. 2; Jviation Project No: 10019123; $407,141

NOTE: This agenda is subject to change, including the addition of items up to 24 hours in advance or the deletion of items at any time. All times are approximate. The County Manager and Deputy County Manager's reports may include administrative items not listed. Regular Meetings, Public Hearings, and Special Meetings are recorded and ***ACTION MAY BE TAKEN ON ANY ITEM.*** *Work Sessions are not recorded and formal action cannot be taken. For further information, contact the County Administration office at 641-0248. If special accommodations are necessary per ADA, contact 641-0248 or TTY 641-3061 prior to the meeting.*

5. FAA Grant Application; Gunnison-Crested Butte Regional Airport; Gunnison County Fiscal Impact $151,135
6. Professional Services Agreement; Gunnison Area Community Plan; County obligation not to exceed $53,030
7. Grant Application Approval; Colorado Department of Early Childhood; Community Based Child Abuse Prevention (CBCAP) – CBCAP Implementation RFA; $74,996
8. Contract Agreement; Gunnison-Crested Butte Regional Airport, Oldcastle SW Group dba United Companies; $3,013,140.50

9:25 am

- County Manager's Reports

9:30 am

- Vouchers and Transfers
- Treasurer's Report

9:35 am

- Alternate Appeal Schedule Request 2024; Gunnison County Assessor's Office

9:40 am

- Gunnison Valley Regional Housing Authority Housing Needs Assessment Funding Request

9:45 am

- A Resolution Approving LUC-22-00052 Elk Ranch Homestead Subdivision Located at The Property Legally Described as a Tract of Land Within the SE1/4 NW1/4 Of Section 35, Township 50 North, Range 1 West, New Mexico Principal Meridian, Gunnison County, Colorado; Said Tract Being More Particularly Described Within the Warranty Deed Recorded Under No. 675047, Parcel No. 3701-350-00-027

10:55 am

- A Resolution Clarifying the Duties of the Gunnison County Board of Adjustment Under the Gunnison County Land Use Resolution and Other Applicable Authorities and Repealing Prior Resolutions Related to the Board of Adjustment

10:15 am

- A Resolution Establishing and Amending the Policy for Appointments to Boards and Commissions Managed by Gunnison County and Other Organizations

BREAK

10:45 am

- Gunnison County Boards and Commissions Appointments:
    1. Extension Advisory Committee; Fill One Vacancy for a Three-Year Term (2/1/2024 – 2/1/2027)
        - Applicant: Melissa Post

2. Gunnison Basin Sage-grouse Strategic Committee; Fill One Vacancy for Two-Year Terms (Public At-Large, Alternate, 2/1/2024 – 2/1/2026), Fill Two Vacancies for Two-Year Terms (Development At-Large, Regular and Alternate, 2/1/2024 – 2/1/2026), Fill Two Vacancies for a Two-Year Terms (Recreation At-Large, Regular and Alternate, 2/1/2024 – 2/1/2026), Fill Two Vacancies for Two-Year Terms (Research & Education At-Large Regular and Alternate, 2/1/2024 – 2/1/2026)
    - Applicants: Steffanie Chain, Tim Kugler, Pat Magee, Sean Patrick, Petar Simic
3. Historic Preservation Commission; Fill Five Vacancies for Three-Year Terms (2/1/2024 – 2/1/2027)
    - Applicants: LeeAnn Mick, Shelley Popke, Heather Thiessen-Reily
4. Region 10 Board; Fill One Vacancy for a One-Year Term (Transportation 2/1/2024 – 2/1/2025)
    - Applicant: Vincent J. Rogalski
5. Southwest Colorado Opioid Regional Council; Fill One Vacancy for Two-Year Term (Health Care Representative 2/1/2024 – 2/1/2026)
    - Applicant: Kari Commerford

- Unscheduled Public Comment: Limit to 5 minutes per item. No formal action can be taken at this meeting.
- Commissioner Items: Commissioners will discuss among themselves activities that they have recently participated in that they believe other Commissioners and/or members of the public may be interested in hearing about.
- Adjourn

GUNNISON COUNTY BOARD OF HEALTH REGULAR MEETING:

11:30 am

- Board of Health member Colorado Department of Public Health and Environment training
- Regional Institute for Health and Environmental Leadership (RIHEL) Leadership training
- Health Coalition update

Please Note: Packet materials for the above discussions will be available on the Gunnison County website at http://www.gunnisoncounty.org/meetings prior to the meeting.

ZOOM MEETING DETAILS:
Join Zoom Meeting: https://us02web.zoom.us/j/82753657556?pwd=MjNDbTZHTFNrRVdDemZJdC91aVBlZz09
Meeting ID: 827 5365 7556
Passcode: 471302
One tap mobile
+12532158782,,82753657556#,,,,*471302# US (Tacoma)
+13462487799,,82753657556#,,,,*471302# US (Houston)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Gunnison County Boards and Commissions Interviews

Action Requested: Discussion

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Please see the attached letters of interest. The interviews have been scheduled to occur at 8:30, 8:45 and 9:00 am.

Fiscal Impact:

Submitted by: Katherine Haase **Submitter's Email Address:** khaase@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/14/2024

○ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 45

Agenda Date: 3/19/2024

Revised April 2015

From: noreply@civicplus.com
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application
Date: Thursday, February 15, 2024 1:21:55 PM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Extension Advisory Committee
First and Last Name	Melissa Post
Address	605 N 8th St
City	Gunnison
Phone	816-820-6847
Email Address	melpost10@gmail.com
Why would you like to serve on this Board or Commission?	The CSU extension office offers many programs/education/training/opportunities that interest me and speak to some of my passions. I believe I only know a fraction of what they offer and would like to be a part of growing those prospects for residents of our community. The people at our Gunnison CSU office are committed and energetic and therefore make it a program that I'd like to be a part of. As I look for ways to support and serve our County, this one speaks to me.
Additional Comments	*Field not completed.*

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application
Date: Friday, March 1, 2024 10:48:47 AM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Gunnison Basin Sage-grouse Strategic Committee
First and Last Name	sean patrick
Address	470 white stallion circle
City	crested butte
Phone	720-468-2195
Email Address	seanthepatrick@gmail.com
Why would you like to serve on this Board or Commission?	Trying to get involved in local politics and want to help out the community.
Additional Comments	*Field not completed.*

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application
Date: Thursday, February 29, 2024 9:45:14 AM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Gunnison Basin Sage-grouse Strategic Committee
First and Last Name	Petar Simic
Address	106 S 3rd St
City	Gunnison
Phone	2488816982
Email Address	HappyHabitatsGunnison@gmail.com
Why would you like to serve on this Board or Commission?	I am excited to apply for the GBSGSC At-Large Research and Education position. I attend the GBSGSC meetings each month as a member of the public. As a devoted steward for the Gunnison sage-grouse, I find the meetings very productive and enjoy contributing when I can. As the Habitat Restoration and Cheatgrass Coordinator for Gunnison County, I chair the Cheatgrass Subcommittee to the GBSGSC where I coordinate cross-ownership cheatgrass treatment and outreach with a diverse set of stakeholders. My work as the Habitat Restoration and Cheatgrass Coordinator involves coordinating, planning, and implementing sagebrush restoration projects that are designed to directly benefit Gunnison sage-grouse habitat. Additionally, I count leks each spring to help estimate Gunnison sage-grouse population trends and coordinate research projects and educational volunteers events intended to improve Gunnison sage-grouse habitat, inform the public how they can support habitat improvement efforts, and give land managers knowledge to best manage Gunnison sage-grouse habitat. Given my representation of our local efforts involving Gunnison sage-grouse, I think I would make an important contribution to the GBSGSC. Thank you for your consideration.
	Field not completed.

Additional Comments

Email not displaying correctly? View it in your browser.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #03-02907, Irwin Backcoun

Action Requested: BOCC Signature

Parties to the Agreement:

Term Begins: 5/20/2024 **Term Ends:** 5/20/2025 **Grant Contract #:** N/A

Summary:

Irwin Backcountry Guides LLC dba Parking Barn

Fiscal Impact: N/A

Submitted by: K. Simillion **Submitter's Email Address:** ksimillion@gunnisoncounty.org

Finance Review: ◯ Required ◯ Not Required

Comments:

N/A

Reviewed by: N/A Discharge Date: N/A

County Attorney Review: ◯ Required ◯ Not Required

Comments:

Appears legally sufficient. MRH

Reveiwed by: M. Hoyt Discharge Date: 3/14/2024 Certificate of Insurance Required

Yes ◯ No ◯

County Manager Review:

Comments:

N/A

Reveiwed by: M. Birnie Discharge Date: 3/15/2024

◉ Consent Agenda ◯ Regular Agenda ◯ Worksession Time Allotted: 0

Agenda Date: 3/19/2024

Revised April 2015

Gunnison County
COLORADO

GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

GUNNISON COUNTY

GUNNISON COUNTY CLERK

221 N. WISCONSIN STREET
GUNNISON, COLORADO 81230

LICENSE TYPE

ALCOHOL BEVERAGE LICENSE #03-02907

to sell/serve malt, vinous, spirituous liquor Tavern for (on the)-premises consumption in the County of Gunnison, Colorado.

IRWIN BACKCOUNTRY GUIDES LLC DBA PARKING BARN
440 FOREST SERVICE ROAD 826.1 C, BUILDING 2
CRESTED BUTTE, COLORADO 81225

Fee $100.00

Effective Dates: 5.20.2024 – 05.20.2025

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended; and the Ordinances of the County of Gunnison as applicable.

Kathy Simillion 3-13-2024

Gunnison County Clerk Date Board of County Commissioners Date
Kathy Simillion

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

STATE OF COLORADO
DEPARTMENT OF REVENUE

LIQUOR ENFORCEMENT DIVISION
1707 Cole Blvd, Suite 300
Lakewood, CO 80401

IRWIN BACKCOUNTRY GUIDES LLC
dba PARKING BARN
440 FOREST SERVICE ROAD 826.1 C, BUILDING 2
Crested Butte CO 81224

ALCOHOL BEVERAGE LICENSE

Liquor License Number	License Expires at Midnight
03-02907	**May 20, 2025**
License Type: **TAVERN (COUNTY)**	
Authorized Beverages: **MALT, VINOUS AND SPIRITUOUS LIQUOR**	

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Liquor Enforcement Division, 1707 Cole Blvd, Suite 300 Lakewood, CO 80401.

In testimony whereof, I have hereunto set my hand. 3/12/2024 GD

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Heidi Humphreys

Heidi Humphreys, Executive Director

DR 8400 (03/31/23)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

Submit to Local Licensing Authority

PARKING BARN
PO BOX 1807
Crested Butte CO 81224

received 3-1-24 kr

APPLICANT ID: 270384

Fees Due	
Renewal Fee	625.00
Storage Permit $100 X 1	$ 100
Sidewalk Service Area $75.00	$
Additional Optional Premise Hotel & Restaurant $100 X ____	$
Related Facility - Campus Liquor Complex $160.00 per facility	$
Amount Due/Paid	$ 725

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor License Renewal Application

Please verify & update all information below **Return to city or county licensing authority by due date**

Licensee Name IRWIN BACKCOUNTRY GUIDES LLC		Doing Business As Name (DBA) PARKING BARN	
Liquor License # 03-02907	License Type Tavern (county)		
Sales Tax License Number 301780000003	Expiration Date 05/20/2024	Due Date 04/05/2024	
Business Address 440 FOREST SERVICE ROAD 826.1 C, BUILDING 2 Crested Butte CO 81224			Phone Number 9703497761
Mailing Address PO BOX 1807 Crested Butte CO 81224		Email KYRA@GRASSYCREEK.NL	
Operating Manager Kyra Martin	Date of Birth 07/05/1981	Home Address 308 Van Tuyl Circle Unit B, Gunnison, CO 81230	Phone Number (970) 275-1044

1. Do you have legal possession of the premises at the street address above? ☒ Yes ☐ No
   Are the premises owned or rented? ☐ Owned ☒ Rented* *If rented, expiration date of lease 12/31/2028

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. ☒ Yes ☐ No

3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) ☐ Yes ☒ No

3b. If so, which are you renewing? ☐ Delivery ☐ Takeout ☐ Both Takeout and Delivery

4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☒ No

4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☒ No

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ Yes ☒ No

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ Yes ☒ No

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ Yes ☒ No

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☒ Yes ☐ No

Affirmation & Consent
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business	Title
ALAN PIKE	Managing Member
Signature: Alan Pike	Date: 2·24·2024

Report & Approval of City or County Licensing Authority
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.
Therefore this application is approved.

Local Licensing Authority For		Date
Gunnison County		3-1-2024
Signature: Kathy Semillion	Title: County Clerk	Attest: [signature]

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #03-02907, Irwin Backcoun

Action Requested: BOCC Signature

Parties to the Agreement:

Term Begins: 5/20/2024 **Term Ends:** 5/20/2025 **Grant Contract #:** N/A

Summary:

Irwin Backcountry Guides LLC dba Parking Barn

Fiscal Impact: N/A

Submitted by: K. Simillion **Submitter's Email Address:** ksimillion@gunnisoncounty.org

Finance Review: (●) Required (●) Not Required

Comments:

N/A

Reviewed by: N/A Discharge Date: N/A

County Attorney Review: (●) Required (●) Not Required

Comments:

Appears legally sufficient. MRH

Reveiwed by: M. Hoyt Discharge Date: 3/14/2024 Certificate of Insurance Required

Yes (●) No (●)

County Manager Review:

Comments:

N/A

Reveiwed by: M. Birnie Discharge Date: 3/15/2024

(●) Consent Agenda (●) Regular Agenda (●) Worksession Time Allotted: 0

Agenda Date: 3/19/2024

Revised April 2015

GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

GUNNISON COUNTY

GUNNISON COUNTY CLERK

221 N. WISCONSIN STREET

GUNNISON, COLORADO 81230

LICENSE TYPE

ALCOHOL BEVERAGE LICENSE #03-02906

to sell/serve malt, vinous, spirituous liquor Tavern for (on the)-premises consumption in the County of Gunnison, Colorado.

IRWIN BACKCOUNTRY GUIDES LLC DBA MOVIE CABIN

440 FOREST SERVICE ROAD 826.1 C BUILDING 1

CRESTED BUTTE, COLORADO 81225

Fee $100.00

Effective Dates: 05.20.2024 – 05.20.2025

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended; and the Ordinances of the County of Gunnison as applicable.

Kathy Simillion 3-13-2024

Gunnison County Clerk Date Board of County Commissioners Date

Kathy Simillion

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

STATE OF COLORADO
DEPARTMENT OF REVENUE

LIQUOR ENFORCEMENT DIVISION
1707 Cole Blvd, Suite 300
Lakewood, CO 80401

IRWIN BACKCOUNTRY GUIDES LLC
dba MOVIE CABIN
440 FOREST SERVICE ROAD 826.1 C BUILDING 1
Crested Butte CO 81224

ALCOHOL BEVERAGE LICENSE

Liquor License Number	License Expires at Midnight
03-02906	**May 20, 2025**
License Type: **TAVERN (COUNTY)**	
Authorized Beverages: **MALT, VINOUS AND SPIRITUOUS LIQUOR**	

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Liquor Enforcement Division, 1707 Cole Blvd, Suite 300 Lakewood, CO 80401.

In testimony whereof, I have hereunto set my hand. 3/12/2024 JP

Michelle Stone-Principato

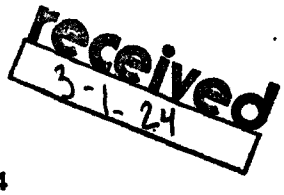
Michelle Stone-Principato, Division Director

Heidi Humphreys

Heidi Humphreys, Executive Director

DR 8400 (03/31/23)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

Submit to Local Licensing Authority



MOVIE CABIN
PO BOX 1807
Crested Butte CO 81224

APPLICANT ID: 270383

Fees Due	
Renewal Fee	625.00
Storage Permit $100 X 1	$ 100
Sidewalk Service Area $75.00	$
Additional Optional Premise Hotel & Restaurant $100 X ____	$
Related Facility - Campus Liquor Complex $160.00 per facility	$
Amount Due/Paid	$ $725

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor License Renewal Application

Please verify & update all information below **Return to city or county licensing authority by due date**

Licensee Name IRWIN BACKCOUNTRY GUIDES LLC		Doing Business As Name (DBA) MOVIE CABIN	
Liquor License # 03-02906	License Type Tavern (county)		
Sales Tax License Number 301780000002	Expiration Date 05/20/2024	Due Date 04/05/2024	
Business Address 440 FOREST SERVICE ROAD 826.1 C BUILDING 1 Crested Butte CO 81224			Phone Number 9703497761
Mailing Address PO BOX 1807 Crested Butte CO 81224		Email accounting@elvenexperience.com	
Operating Manager Caitlin Wood	Date of Birth 8/3/1989	Home Address 265 Escalante St Unit D, Crested Butte, CO 81224	Phone Number 970-397-5418

1. Do you have legal possession of the premises at the street address above? [X] Yes [ ] No
   Are the premises owned or rented? [ ] Owned [X] Rented* *If rented, expiration date of lease 12/31/28

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. [X] Yes [ ] No

3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) [ ] Yes [X] No

3b. If so, which are you renewing? [ ] Delivery [ ] Takeout [ ] Both Takeout and Delivery

4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? [ ] Yes [X] No

4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? [ ] Yes [X] No

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. [ ] Yes [X] No

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. [ ] Yes [X] No

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ Yes ☒ No

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☒ Yes ☐ No

Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business	Title
ALAN PIKE	Managing Member
Signature: Alan Pike	Date: 1.25.2024

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For		Date
Gunnison County		3-1-2024
Signature: Kathy Simulcox	Title: County Clerk	Attest: Tom Rydalch

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft BOCC Minutes; 11/21/2023

Action Requested: Motion

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

The draft 11/21/2023 BOCC meeting minutes are attached for consideration.

Fiscal Impact:

Submitted by: Katherine Haase **Submitter's Email Address:** khaase@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/12/2024

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 1

Agenda Date: 3/19/2024

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
November 21, 2023

The November 21, 2023 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson
Elizabeth Smith, Vice-Chairperson
Laura Puckett Daniels, Commissioner
Sammy Obaid, Assistant County Attorney
Matthew Birnie, County Manager
Katherine Haase, Deputy County Clerk
Others Present as Listed in Text

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:

CALL TO ORDER: Chairperson Houck called the meeting to order at 8:30 am.

PUBLIC HEARING; COLORADO LIQUOR RETAIL LICENSE APPLICATION; RED, WHITE & BOOZE LLC DBA RED MOUNTAIN LIQUOR, 81 GILLASPEY AVE, CRESTED BUTTE, COLORADO: County Clerk and Recorder Kathy Simillion was present for discussion.

1. Open Public Hearing. Chairperson Houck opened the Public Hearing at 8:30.
2. Public Notice Confirmation. Clerk Kathy Simillion confirmed that the Public Hearing had been properly public noticed.
3. Identify Ex Parte Communications. Commissioner Houck confirmed with the Board that no ex parte communication had been received.
4. Staff Presentation. CCR Simillion confirmed that this hearing was required due the store being under new ownership and the new owner applied for the liquor license.
5. Applicant Presentation. The applicant was not present, and Commissioner Houck noted that the applicant was not required to attend.
6. Board Questions. The Board had no questions.
7. Public Comments. Chairperson Houck opened the hearing for public comments at 8:31, though no comment was provided.
8. Acknowledge Correspondence Received. No additional correspondence was identified.
9. Applicant Response. N/A
10. Close Public Hearing. Chairperson Houck closed the Public Hearing at 8:33.

ADJOURN: Chairperson Houck adjourned the meeting of the Gunnison County Local Liquor Licensing Authority at 8:33 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Chairperson Houck called the meeting to order at 8:33 am.

AGENDA REVIEW: There were no changes made to the agenda.

SCHEDULING: The Upcoming Meetings Schedule was discussed and updated.

CONSENT AGENDA: **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the consent agenda. Motion carried unanimously.

1. Approval for a Colorado Department of Public Health & Environment (CDPHE) Purchase Order; Gunnison County Health and Human Services, on behalf of the West Central Public Health Partnership; to improve public health capacity; 11/02/2023 - 6/30/2024; $54,000
2. Approval for the Third Supplemental Condominium Declaration for Stallion Park Condominiums; part of the process for the BOCC-approved Townhomes Plat; Stallion Park Condominiums, Elk Valley 65 and Elk Valley 85 Buildings; Situated in the E 1/2 of Section 7, Township 14 South, Range 85 West of the 6th Principal Meridian, Gunnison County; Gunnison County, Applicant; Approved 11/07/2023
3. Approval for Resolution 2023-23; A Resolution of the Board of County Commissioners ("BOCC") of Gunnison County, Colorado, Adjusting Landing Fees and Other Fees for Air Carriers at the Gunnison-Crested Butte Regional Airport ("Airport)
4. Approval for Resolution 2023-24; A Resolution Authorizing the County Manager to Sell Lots EM2 and EM3, Larkspur Subdivision in Crested Butte, Colorado, to the Crested Butte Fire Protection District

TREASURER'S MONTHLY REPORT: County Treasurer Debbie Dunbar previously informed the Board that she would not be available today. The Board was provided the October 2023 Treasurer's report and an investment report dated October 31, 2023 for discussion and acceptance. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Houck to accept the Treasurer's report and authorize the Chair's signature on the Treasurer's report. Motion carried unanimously.

VOUCHERS AND TRANSFERS APPROVAL: Chief Financial Officer Perry Solheim presented the voucher approval report dated November 21, 2023 and the cash transfer authorization dated October 2023 for discussion and approval.

1. Vouchers. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Houck to approve the vouchers in the amount of $5,220,230.07. Motion carried unanimously.
2. Cash Transfer. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Houck to approve the cash transfer in the amount of $8,582,102.76 (Commissioner Puckett Daniels amended her motion to reflect the corrected amount as shown, Commissioner Houck seconded the amended motion). Motion carried unanimously.
3. Purchasing Card Reports. The September and October 2023 Purchasing Card Reports were available for review, and the Board didn't have any questions.
4. Sales Tax – LMD Reports. The report was discussed. Commissioner Puckett Daniels noted that the trends were continuing, and Commissioner Houck said that it would be interesting to see the next report. Commissioner Smith felt that amounts were not keeping up with inflations. CFO Solheim stated that he is pleased with the trend.

APPROVAL FOR A MEMORANDUM OF UNDERSTANDING AMONG THE U.S. DEPARTMENT OF INTERIOR, BUREAU OF LAND MANAGEMENT, UNCOMPAHGRE FIELD OFFICE AND GUNNISON COUNTY; FOR DEVELOPMENT OF THE UNCOMPAHGRE FIELD OFFICE RESOURCE MANAGEMENT PLAN AMENDMENT AND ENVIRONMENTAL IMPACT STATEMENT: Commissioner Houck explained that BLM's Uncompahgre field office touches the northern portion of Gunnison County, and that the main portion of Gunnison County is in the BLM's Gunnison field office. He stated that he worked with County Attorney Matthew Hoyt on this MOU, and that it would need to be executed and submitted if Gunnison County wants to participate in the plan amendment process. The Board agreed that it would be valuable for Gunnison County to participate in the process. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the Memorandum of Understanding and to participate as a cooperating agency in the BLM RMPA process and to approve the Chair's signature. Motion carried unanimously.

FUNDING REQUEST; SHORT-TERM RENTAL LEGISLATION: Chief Financial Officer Perry Solheim was present for discussion. Commissioner Houck thanked Commissioner Smith for following this important legislation, which proposes that short-term rentals pay commercial property tax instead of residential property tax, so that the short-term rental industry has appropriate parity with the commercial lodging industry. It is important to note that this legislation would likely not impact primary homeowners who rent part/all of the property for periods of time while they are away, though a limit may be placed on the number of days that the property can be rented. Commissioner Smith requested that the Board allocate up to $5,000 of discretionary funds to be paid in additional dues to Counties & Commissioners Acting Together (CCAT) so that CCAT can further the discussions about potential solutions. This would be a one-time addition to the annual fees paid. Many impacted Counties across Colorado have expressed support for this legislation, and there has been a great deal of opposition expressed from the short-term rental industry.

The Board agreed that action would be needed to address this issue, with delineation between those who rent their homes and those who purchase properties for the sole purpose of renting them to others on a short-term basis.

CM Birnie and CFO Solheim stated that sufficient funding was available to meet this request for up to $5,000 from the Board's discretionary funding. **Moved** by Commissioner Houck, seconded by Commissioner Puckett Daniels to approve, from our discretionary funds, the expenditure of up to $5,000 of funding for work on the short-term rental legislation through our partnership and membership with CCAT. Motion carried unanimously.

MARBLE CRYSTAL RIVER CHAMBER (MCRC); 2024 BUDGET OVERVIEW: CFO Solheim and MCRC representatives Christy Villalobos and Cindy Fowler were present for discussion.

Ms. Villalobos stated that the MCRC spent quite a bit on event funding, their website and print materials, including maps and the Marble history book. Proceeds from book sales to go the Marble Visitor's Center, Hub and Chamber.

The MCRC requested $49,000 in 2024 funding, which is higher than normal by about 25%. Also, the MCRC Requested quarterly disbursement of all Local Marketing District taxes generated in Marble, instead of the semi-annual payment schedule that has existed. The MCRC feels that a quarterly schedule would better allow them to carry out their mission and pay for expenses on a timely basis. CFO Solheim explained that the County only had LMD tax collection information through the end of August to inform the discussion, which totaled $9,447.00 and is substantially lower than in years past. Historically, to determine what will be provided to the MCRC during the following year, the County makes an educated guess as to what will be collected for the remainder of the calendar year. At this time, CFO Solheim estimated the 2023 collections for 2024 disbursement would be approximately $13,000. CM Birnie also explained that the funding agreement states that whatever the Board approves will be limited by whatever amounts are actually collected.

The drastic reduction in collections was discussed, and Ms. Villalobos stated that the Inn at Raspberry Ridge had changed ownership. A remodel to include a café and the dedication of a cabin for employee housing have resulted in a decreased number of rentable rooms. Also, one of the Air BnB properties was sold to a private individual who is using it as a secondary home.

CFO Solheim suggested that the County maintain the two-payment schedule, and that the final payment for a year should be sent to the MCRC in the beginning of the following year after all taxes are known and have been collected.

Ms. Villalobos requested a list of all tax remitters to help them make better decisions, and CM Birnie informed the group that taxpayer information cannot be shared with the public. Further, he explained that the County contracts with a vendor that scours the internet to locate short-term rentals and make sure that relative taxes are being paid correctly. Lastly, he said that the County can verify taxes are being paid for specific properties if the MCRC would like to provide information about any that they suspect are not paying. Commissioner Smith added that, due to recent legislative changes, campgrounds that do not provide amenities no longer collect LMD taxes. CFO Solheim suggested that collection information be shared with the MCRC on a monthly or quarterly basis going forward, so that timely information can be shared between the County and the MCRC.

CFO Solheim recommended a funding approval of $20,000 for CY 2024, based on collection projections. Commissioner Houck asked CFO Solheim to load $20,000 into the budget and work to improve reporting to the MCRC. A contract will be crafted for LMD and MCRC signature.

UNSCHEDULED PUBLIC COMMENT: No one was present for discussion.

COMMISSIONER ITEMS:

Commissioner Houck:

1. US Forest Service GMUG Forest Plan Revision. Commissioner Houck and CA Hoyt have been finalizing documents.
2. Basin Roundtable Meeting. Commissioner Houck attended this meeting last night. He opted to save the update until the next water report to the Board.
3. Forest Service Meetings. Commissioner Houck has been meeting with representatives from the Forest Service to work on relational dynamics, such as roads, plowing, etc.
4. Crested Butte Mountain Resort Kick-Off. Commissioner Houck plans to attend this event at the Grand Lodge tonight.

Commissioner Puckett Daniels:

1. CCI and CCAT Housing Recommendations for the Legislative Session. Commissioner Puckett Daniels contributed to some of the proposed white papers.
2. Energy Elevated Symposium. Commissioner Puckett Daniels attended this inaugural event at Western Colorado University. Energy experts were brought in from all over the country to discuss the energy transition into the future.
3. Gunnison Valley Health Board of Trustees (BOT) Evaluation Matrix. Commissioner Puckett Daniels met with a BOT member last week to discuss this matrix. The findings should be in the BOT's December report. She felt that this would be helpful to the Board when appointing BOT members in the future.
4. Crested Butte Mountain Resort Kick-Off. Commissioner Puckett Daniels also plans to attend this event at the Grand Lodge tonight.

Commissioner Smith:

1. CCAT and CCI Meetings. Commissioner Smith attended meetings while in the Marble/Redstone area last week. CCI asked her to testify on a bill regarding property tax proposals, and she did that last Friday. She felt that they were able to elevate some of the issues.
2. Eric McPhail, Extension Field Director for all Districts. Commissioner Smith stated that Eric was recently promoted to this new position. This leaves a vacancy, and EFD McPhail asked her to participate on the committee to locate candidates. This process should be completed by the beginning of January.
3. Crystal River Stakeholder Working Group Meeting. Commissioner Smith attended this recent meeting in Marble. Progress is being made toward enhancing protections on the Crystal River. Discussions included what the Wild and Scenic option could look like and what other state and local interventions might be accomplished. An IGA among local counties and governments may be pursued to memorialize protections against mainstream dams and trans-basin diversions. The decision-making process will wrap up in December.

ADJOURN: Commissioner Houck adjourned the meeting at 10:07 am.

DRAFT

_____
Jonathan Houck, Chairperson

_____
Elizabeth Smith, Vice-Chairperson

_____
Laura Puckett Daniels, Commissioner

Minutes Prepared By:

_____
Katherine Haase, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft BOCC Minutes; 12/19/2023

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

The draft 12/19/2023 meeting minutes are attached for consideration.

Fiscal Impact:

Submitted by: Katherine Haase **Submitter's Email Address:** khaase@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/15/2024

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 1

Agenda Date: 3/19/2024

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
December 19, 2023

The December 19, 2023 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson
Elizabeth Smith, Vice-Chairperson
Laura Puckett Daniels, Commissioner
Matthew Hoyt, County Attorney
Matthew Birnie, County Manager
Katherine Haase, Deputy County Clerk
Others Present as Listed in Text

GUNNISON COUNTY LOCAL MARKETING DISTRICT MEETING:

CALL TO ORDER: Commissioner Houck called the Gunnison County Local Marketing District meeting to order at 8:30 am.

PROFESSIONAL SERVICES AGREEMENT; TOURISM AND PROSPERITY PARTNERSHIP; 1/1/2024 THRU 12/31/2024; $2,973,600: **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the Professional Services Agreement with TAPP and authorize the Chair's signature. Motion carried unanimously.

RESOLUTION; AMENDING THE GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT BUDGET FOR FISCAL YEAR 2023 AND AMENDING THE APPROPRIATION RESOLUTION: **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve Resolution #2023-3, a Resolution Amending the Gunnison River Valley Local Marketing District Budget for Fiscal Year 2023 and Amending the Appropriation Resolution. Motion carried unanimously.

ADJOURN: Commissioner Houck adjourned the Gunnison County Local Marketing District meeting at 8:32 am.

GUNNISON COUNTY HOUSING AUTHORITY MEETING:

CALL TO ORDER: Commissioner Houck called the Gunnison County Housing Authority meeting to order at 8:32 am.

RESOLUTION; AMENDING THE GUNNISON COUNTY HOUSING AUTHORITY BUDGET FOR FISCAL YEAR 2023 AND AMENDING THE APPROPRIATION RESOLUTION: **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve Gunnison County Housing Authority Resolution #2023-003, a Resolution Amending the Gunnison County Housing Authority Budget for Fiscal Year 2023 and Amending the Appropriation Resolution. Motion carried unanimously.

ADJOURN: Commissioner Houck adjourned the Gunnison County Housing Authority meeting at 8:33 am.

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY MEETING:

CALL TO ORDER: Commissioner Houck called the Gunnison County Local Liquor Licensing Authority meeting to order at 8:33 am.

ALCOHOL BEVERAGE LICENSE #03-15949; THE WOODEN SPOON, LLC, DBA THE WOODEN SPOON, 228 ELCHO AVENUE, CRESTED BUTTE, CO 81224; 3/7/2024 THRU 3/7/2025: **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve Alcohol Beverage License #03-15949 for the Wooden Spoon, LLC, dba the Wooden Spoon. Motion carried unanimously.

ADJOURN: Commissioner Houck adjourned the Gunnison County Local Liquor Licensing Authority meeting at 8:34 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Chairperson Houck called the meeting to order at 8:34 am.

AGENDA REVIEW: There were no changes made to the agenda.

MINUTES APPROVAL: The drafts were discussed, and amendments are noted below. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the minutes, as amended, for August 15, 2023. Motion carried unanimously. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the minutes for August 22, 2023 as presented, and December 5, 2023 as amended, and December 12, 2023 as presented. Motion carried unanimously.

1. August 15, 2023 Regular Meeting. Commissioner Smith noted that the minutes do not specify who seconded the motion on page 2 under the Kebler Pass discussion. She also asked that "Unscheduled Citizens" be changed to "Unscheduled Public Comment".
2. August 22, 2023 Special Meeting. No changes were requested.
3. December 5, 2023 Regular Meeting. Commissioner Smith asked that "Unscheduled Citizens" be changed to "Unscheduled Public Comment".
4. December 12, 2023 Special Meeting. No changes were requested.

SCHEDULING: The Upcoming Meetings Schedule was discussed and updated.

CONSENT AGENDA: **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the consent agenda as presented. Motion carried unanimously.

1. Acknowledgment of County Manager Signature; Memorandum of Agreement between the Board of County Commissioners of the County of Gunnison, Colorado, Mountain Express, and the Regional Transportation Authority Regarding Senior Transportation; 1/1/2024 thru 12/31/2024
2. Acknowledgment of County Manager Signature; Memorandum of Agreement between the Board of County Commissioners of the County of Gunnison, Colorado, the Board of Trustees of Gunnison Valley Hospital, and the Regional Transportation Authority Regarding Senior Transportation; 1/1/2024 thru 12/31/2024
3. Agreement for Consulting Services; Gunnison Conservation District; Gunnison Sage-grouse Land Use Permit Application Review Process and Gunnison Basin Sage-grouse Strategic Committee Administration; 1/1/2024 thru 12/31/2024; Up to $12,000
4. Third Amended and Restated Intergovernmental Agreement Establishing the Gunnison Valley Regional Housing Authority
5. Landscaping Improvements Agreement for Landscaping and Vegetation Plan of Rask Dietrich, 20143 Hwy 135
6. Amendment No. 6 to Community Integration Agreement MR264815; Rocky Mountain Health Maintenance Organization, Inc.
7. Parent Possible TGYS-PAT Site Contract; 7/1/2023 thru 6/30/2024; Up to $27,500
8. State of Colorado Intergovernmental Grant Agreement for SLFRF; Agreement Number 2024*3032; 12/1/2023 thru 6/30/2024; $67,826
9. CTSI Colorado Counties Casualty and Property Pool, Agreement for Partially Self-funded Program; 1/1/2024 thru 12/31/2024
10. Funding Request Letter; Rocky Mountain Health Plans; Regional Accountable Entity (RAE) Health Neighborhood Investment Overview; $20,000
11. Lexis+ Subscription Agreement for State/Local Government; 1/1/2024 thru 12/31/2024; $338/Month
12. Food and Beverage/Retail Lease Agreement; Bar 78 at Gunnison-Crested Butte Regional Airport; 12/1/2023 thru 12/1/2025
13. 2024 Colorado Counties, Inc. Steering Committees Designation of Proxy; Joni Reynolds - Health and Human Services Steering Committee
14. Acknowledgment of County Manager Signature; Professional Services Agreement; Ben White Architecture, LLC; Zugelder Library Remodel; 12/14/2023 thru 10/9/2024; $7,075
15. Contract; Payscale; Payfactors Basics Bundle; $6,000
16. Intergovernmental Agreement to Disburse Behavioral Health Administration Monies to Increase Access to Navigation Services for Behavioral Health; Gunnison Watershed School District; 8/28/2023 thru 7/30/2024; $57,600
17. Resolution; Amending Certain Charges and Fees for Integrated Solid Waste Services Effective January 1, 2024, This Resolution Supersedes Resolution 22-48
18. Resolution; Amending the Gunnison County Budget for Fiscal Year 2023 and Amending the Appropriation Resolution
19. Resolution; Establishing the Schedule of Fees and Rates for Sewer Service within the Tomichi Division of the Gunnison County Water and Sewer District, This Resolution Supersedes Resolution 22-55
20. Resolution; Establishing the Schedule of Fees and Rates for Sewer Service within the Somerset Division of the Gunnison County Water and Sewer District, This Resolution Supersedes Resolution 22-54
21. Resolution; Establishing the Schedule of Fees and Rates for Sewer Service within the North Gunnison Division of the Gunnison County Water and Sewer District, This Resolution Supersedes Resolution 22-53
22. Resolution; Establishing the Schedule of Fees and Rates for Sewer Service within the Dos Rios Division of the Gunnison County Water and Sewer District, This Resolution Supersedes Resolution 22-51
23. Resolution; Establishing the Schedule of Fees and Rates for Sewer Service within the Antelope Hills Division of the Gunnison County Water and Sewer District, This Resolution Supersedes Resolution 22-49
24. Resolution; Establishing the Schedule of Fees and Rates for Water Service within the Antelope Hills Division of the Gunnison County Water and Sewer District, This Resolution Supersedes Resolution 22-50

25. Resolution; Establishing the Schedule of Fees and Rates for Water Service within the Dos Rios Division of the Gunnison County Water and Sewer District, This Resolution Supersedes Resolution 22-52

COMMISSIONER ITEMS:

Commissioner Puckett Daniels:

1. Gunnison Valley Regional Housing Authority. Commissioner Puckett Daniels stated that GVRHA will hire an interim director to allow for ample time to go through the hiring process, and the hope is that the interim will be able to serve from mid-January through May 1st. The four-person hiring committee includes Chief Financial Officer Perry Solheim and Commissioner Puckett Daniels, and then the full GVRHA board will take part in the interviews and hiring decision. There may also be a community panel who will make a recommendation to the board. The board will participate in a bridge-planning effort to make sure that the entity continues to be productive and meets established goals during the search for the new director.
2. Region 10 Board of Directors. Commissioner Puckett Daniels attended a meeting a couple of weeks ago, and it went well. There is new office space in Gunnison for the Small Business Development Center.

Commissioner Smith:

1. Data Task Force through the Attorney General's Office. Since August, the Task Force has been discussing issues that they want to see taken up at the State level. Commissioner Smith gave a presentation on a data system related to the opioid crisis, and it was approved to move forward.
2. Southwest Colorado Opioid Regional Council (SWCORC). Commissioner Smith said that reviewers for the grant applications have been identified, and decisions will begin in January.
3. Mayors and Managers Meeting. Commissioner Smith attended the recent meeting that was hosted by the Community Foundation of the Gunnison Valley. She felt it was a good meeting.
4. Crystal River Wild and Scenic Steering Committee. Commissioner Smith attended a meeting last week in Carbondale, and one more facilitated meeting is planned. All participants agree that pursuing protections would be ideal, and she argued for securing local protections before pursuing higher-level protections with a Wild and Scenic designation. She noted that the process has been extensive and getting to consensus has not been easy. Commissioner Puckett Daniels stated expressed appreciation for the time and energy that Commissioner Smith has put into this effort, and she said that she trusts her recommendations to move forward with local protections now while pursuing protections at higher levels at a later time.
5. CSU Extension Western Director Vacancy. Commissioner Smith is participating in the search for a new director, and candidates will be interviewed in Grand Junction on 1/4/20204 and 1/5/2024.
6. Counties & Commissioners Acting Together (CCAT) Legislative Priorities Meeting. Commissioner Smith participated in this meeting yesterday. There are competing bills related to short-term rentals, and CCAT will continue to engage and seek feedback from the Governor's Office. CCAT is also evaluating its internal procedures and processes for clarity.

Commissioner Houck:

1. CCI & NACO Public Lands Committees. Commissioner Houck said that the CCI Committee met last week to discuss dues. He is the Chair of the CCI Committee, so he is also on the NACO Public Lands Committee, which also met. His chairmanship ends in January, and he will not seek to be reelected. He intends to apply for a spot on the six-person Traveling Committee, which he served on before becoming the Chair.
2. Gunnison County Public Works Safety Banquet. Commissioner Houck attended this event, along with CM Birnie and the other commissioners. He expressed gratitude for the high level of safety, performance and skill that the Public Works Department displays.
3. Gunnison Basin Sage-grouse Resource Management. Commissioner Houck stated that he and Wildlife Consultant Jim Cochran are assembling the comment outline for Gunnison County's input. The submission deadline is in February.
4. Colorado Outdoor Recreation and Economy (CORE) Act. Commissioner Houck said the CORE Act is moving forward with bipartisan support. Senator Bennet has been working on the CORE Act for years, and much of the relative land is in Gunnison County.

GUNNISON VALLEY HEALTH BOARD OF TRUSTEES; CLARIFICATION OF TERMS: On 2/21/2023, the Board appointed Marla Crockett and Stephens Mundy to the GVH Board of Trustees, inadvertently without assigning specific terms. GVH has asked for clarification, and both appointees have asked that the Board ratify the appointments made as follows:

- Marla Crockett – appoint to a five-year term, expiring 2/1/2028.
- Stephens Mundy – appoint for the remainder of David Gray's term, expiring 2/1/2026.

Moved by Commissioner Smith, seconded by Commissioner Puckett Daniels to make the appointments as recommended from Gunnison Valley Health that are provided in our packet. Motion carried unanimously.

VOUCHERS AND TRANSFERS APPROVAL: Chief Financial Officer Perry Solheim presented the voucher approval report dated December 22, 2023 and the cash transfer authorization dated November 2023 for discussion and approval. **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve the vouchers in the amount of $4,024,144.71. Motion carried unanimously. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the cash transfer in the amount of $7,600,465.87. Motion carried unanimously.

TREASURER'S MONTHLY REPORT: County Treasurer Debbie Dunbar presented the November 2023 Treasurer's report, an investment report dated November 30, 2023 for discussion and acceptance. **Moved** Commissioner Puckett Daniels, seconded by Commissioner Smith to accept the Treasurer's Report and authorize the Chair's signature. Motion carried unanimously.

ORDINANCE NO. 21; AN ORDINANCE REPEALING ORDINANCE NO. 4 AND ESTABLISHING THE REGULATION OF VEHICLE PARKING AT THE GUNNISON-CRESTED BUTTE REGIONAL AIRPORT: Assistant County Attorney Sammy Obaid was present for discussion. Ordinances require two readings for approval; thus, the action today was to read the title and provide copies of the ordinance. There was a ministerial typo in the packet, which was fixed in the copies that were handed out. ACA Obaid confirmed that the notice would be put into the newspapers as soon as it received Board approval, and that it will be on another agenda in one month for a public hearing and adoption. **Moved** by Commissioner Houck, seconded by Commissioner Puckett Daniels to introduce Ordinance #21, an Ordinance Repealing Ordinance No. 4 and Establishing the Regulation of Vehicle Parking at the Gunnison-Crested Butte Regional Airport, and authorize this to be publicly disseminated, and for us to move forward to a second take on this with a public hearing for a second reading and final authorization at a meeting in the new year. Motion carried unanimously.

BREAK: The meeting recessed from 9:13 until 9:17 am for a short break and then again from 9:17 until 9:26 am in order to call to order as the Gunnison/Hinsdale Board of Human Services (see separate minutes), and then again from 9:26 until 10:12 am to call to order as the Gunnison County Board of Health (see minutes below).

GUNNISON COUNTY BOARD OF HEALTH REGULAR MEETING: Assistant County Manager for Health, Human and Safety Services Joni Reynolds and Deputy Health and Human Services Director Brad Wheaton were present for discussion.

CALL TO ORDER: Commissioner Houck called the Gunnison County Board of Health meeting to order at 9:26 am.

WEST CENTRAL PUBLIC HEALTH PARTNERSHIP INTERGOVERNMENTAL AGREEMENT: The Board didn't express any concerns with the Agreement. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the West Central Public Health Partnership Intergovernmental Agreement and authorize the Chair's signature. Motion carried unanimously.

PROGRAM UPDATES:

1. Vital Records. DHHSD Wheaton and his team provided a broad explanation of the importance of vital records for birth, marriage, divorce and death records. The 2022 audit showed no deficiencies, and the 2023 audit has not yet been completed. The team highlighted the data provided in the meeting portfolio (https://gunnisoncounty.org/ArchiveCenter/ViewFile/Item/6804). Also, they noted that vital records are only distributed to authorized persons as the County provides protection of personal information. ACM Reynolds explained that there is a National Vital Statistics Center that runs through the Centers for Disease Control, and the NVSC provides standards for each state and a centralized data repository for the United States. CA Hoyt added that the Colorado Open Records Act provides another layer of protection for personal information.
2. Public Health Improvement Plan (PHIP) Presentation and Request for Board Approval and Chairperson Signature. Community Health Manager Margaret Wacker and West Central Public Health Partnership Grants Coordinator Erika Stoerkel were present for discussion and read through the packet that was provided in the public packet and is available online (https://gunnisoncounty.org/ArchiveCenter/ViewFile/Item/6804). More information is available at www.wcphp.org. Work is ongoing, and funding sources are being sought. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the Public Health Improvement Plan as presented to the Board of County Commissioners and approve the signature of the Chair. Motion carried unanimously.

ADJOURN: Commissioner Houck thanked staff for the meaningful work that they do, and then he adjourned the Gunnison County Board of Health Regular meeting at 10:12 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING (continued):

CALL TO ORDER: Chairperson Houck called the meeting back to order at 10:12 am.

SALES TAX: CFO Solheim was present for discussion and explained that there is a change with regard to reporting on sales tax. He also confirmed that we are on target to meet our budget this year. Through October, we have collected $3.8M and our budget is $3.95M for the year. He stated his comfort with the $4.2M that is budgeted for 2024. With regard to LMD taxes, he noted that we have already exceeded budgeted collections for 2023.

BREAK: The meeting recessed from 10:18 until 10:31 am.

GUNNISON COUNTY BOARDS AND COMMISSIONS INTERVIEW; COLORADO RIVER WATER CONSERVATION DISTRICT; KATHLEEN CURRY: Ms. Curry was present for discussion and stated that she wished to withdraw her application. She explained that, while she has thoroughly enjoyed her time in this capacity, she has other projects that will require her focus at this time. She also stated her confidence that other capable applicants were available for selection.

GUNNISON VALLEY HEALTH (GVH) REAL PROPERTY OWNERSHIP DISCUSSION: GVH Chief Executive Officer Jason Amrich and GVH Board of Trustees member Donald Haver were available for discussion.

CM Birnie explained that, since the GVH is a county hospital, the Board of County Commissioners owns the property. However, there is new legislation that allows county hospitals to be owned by their Board of Trustees instead of their relative BOCC. The legislation doesn't automatically change current ownership structures. At this time, GVH is planning to acquire the VSON clinic, so the Board would need to make a policy decision regarding whether the property will be owned by the BOCC or the BOT. CM Birnie has delegated authority to sign purchase documents on behalf of the BOCC and GVH, which has helped with previous closing deadlines. He also stated that the County has a strong relationship with GVH.

GVH CEO Amrich confirmed that GVH is in discussions with VSON to purchase the surgery center, practice and real estate. GVH will fully own the practice and the real estate, while Dr. Gloria Beim will retain 30% ownership of the surgery center. Real property was the subject of today's discussion. He also stated that GVH will have management responsibility, whether the County owns the building or not, and that he did not have a preference as to legal ownership.

CM Birnie stated that the County can proceed the way we have in the past, though GVH has the legal right to put VSON in their name. In that case, no Board decision would be necessary. Commissioner Houck stated that he would be fine with continuing the way we always have, since the relationship between the County and GVH is strong and there isn't a need to deviate from current practices. CM Birnie noted that this issue can always be revisited, and that property ownership can always be transferred, if needed. The Board agreed to pursue these purchases as we have done historically, with ownership being under the Board's name.

BREAK: The meeting recessed from 11:13 until 11:18 am in order to hold the below Public Hearing.

PUBLIC HEARING; LUR AMENDMENTS AND RESOLUTION (LUR): Assistant County Manager for Community and Economic Development Cathie Pagano and Planning Director Hillary Seminick were present for discussion.

1. Open Public Hearing. Chairperson Houck opened the Public Hearing at 11:18 am.

2. Public Notice Confirmation. ACM Pagano confirmed that the Public Hearing had been properly public noticed in the newspaper and online. She stated that it was originally noticed for 12/5/23, but later changed it to today in order to meet the requirement of meeting with the Planning Commission prior to this hearing.

3. Identify Ex Parte Communications. There were no ex parte communications identified.

4. Staff Presentation. CA Hoyt explained that some of the amendments are required as a result of the Tyzzer v Gunnison County litigation, while other amendments are related to policy suggestions from staff and other clean-up of the LUR. ACM Pagano confirmed that the Planning Commission supports the proposed document changes. ACM Pagano, PD Seminick and CA Hoyt provided the following summary of substantive changes to the document.
    a. Change "Board" to "BOCC". ACM Pagano stated that this change occurs throughout the document, and the intention is to clarify between the Board of County Commissioners and the Board of Adjustment.
    b. Special Area Regulations – Section 1-110. CA Hoyt explained that this change clarifies that the creation of any special areas, created pursuant to the site inspection, also empowers the Board to make amendments to the regulations, if needed.
    c. Location and Extent Review Project – Section 1-106. This section was added to refer to the appropriate statute.
    d. Wildlife Maps – Section 1-112. This was updated to reflect the names of the wildlife mapping that is used.

e. Appeals – Sections 1-114 and 1-116. This was modified to reflect that appeals to interpretations or final decisions rendered by ACM Pagano will now be directed to the Board of Adjustment instead of the Board of County Commissioners. The BOA will now be the ultimate administrative appellate authority in the County.
f. Board of Adjustment – Section 1-116. This section changed to align with the court order and state statute. The BOA will now be comprised of two regular members appointed by the Board of County Commissioners and the three members of the Board of County Commissioners, all for one-year terms.
g. Definition – Residence. This language was changed to make it more streamlined and simpler. The reference to "integrated secondary residence" was eliminated, as it is already covered by "secondary or accessory residence".
h. Definition – Special Event. This language was changed to clarify that property owners will be compensated with a site fee.
i. Notice of Public Hearings – Persons Expressing Interest in the Application. This category was eliminated since notices are widely distributed already. This change conforms to modern noticing practices. ACM Pagano noted that there is discretion to work with anyone who does not have access to email or other electronic notices.
j. Administrative Review Projects That Do Not Require Land Use Change Permits - Section 4-102. The section titled, "Integrated Secondary Residence Smaller than 1,200 Sq. Ft. on Any Legal Lot" was removed. Sections titled, "Secondary Structures Intended Only for Sleeping Without a Kitchen", "Detached Secondary Residence" and "Duplex" have been added. Also, the language was updated to allow for storage sheds up to 200 sq ft, and that each legally permitted residence is allowed one storage shed.
k. Mobile Home Not in a Mobile Home Park – Section 5-102. This section was removed, as it was seen as a barrier to attaining affordable housing.
l. Construction of a Residential Access on a Vacant Parcel of Land Prior to Issuance of a Building or On-site Wastewater Treatment System Permit – Section 5-102. Previously, only driveway permits were approved. This change provides more flexibility on timing. Issuance does not create any right for future development or relieve applicant of requirements for development of land or a land use change in compliance with the LUR.
m. Non-Commercial Use of Helicopter for Access to Private Property – Section 5-102. This section was moved to the Minor Impact portion of the document because the impacts associated with helicopter access warrant public notification and discussion at a public hearing.
n. Section 5-104. Plat documents are now required to come to the Board of County Commissioners. Other jurisdictions handle these duties at a staff level. Statutorily, however, this must be done by the Board of County Commissioners, so the language was kept in the document.
o. Section 6-102. Changes were made to align language related to building size. The non-commercial use of helicopters was moved to this section.
p. Section 6-105. Language was updated to eliminate the need to produce multiple copies of documents.
q. Projects Classified as a Major Impact - Section 7-101. Language related to size was updated for alignment.
r. Appeals – Section 8-103. CA Hoyt stated that changes to this section were guided by the decision in the Tyzzer matter. This now brings all appeals to the BOA, and the BOA is the only decision maker without appeal. Applicant, if dissatisfied, may appeal to the District Court. Also, "any member of the public" was deleted from the "Standing to Appeal" section, as allowing any person, even if they are not materially impacted by a decision, was deemed too broad to be practical. "Person Aggrieved by Decision" was added to include any person materially impacted. Any person may still provide comments - - this section relates only to the legal right to overturn a decision through appeal.
s. Notice of Meeting - Section 8-104. The language related to notice of meeting has been updated to remove references to those who had testified or submitted written comments.
t. BOC Decision - Section 8-104.3. The reversal/remand or modification of a BOA decision will require 4/5 of BOA members to concur. This new language aligns with the relative statute.
u. Application for Permanent Land Use Change Permit – Section 8-104. "No later than 90 days" was added to this section in order to allow for sufficient time for submission of an application.
v. Secondary Residences - Section 9. The language was simplified for consistency throughout the document.
w. Structurally Integrated - Section 9-201. The requirement for internal access between the primary residence and secondary residence has been removed.
x. Individual Manufactured and Mobile Homes – Section 9-201. Staff has eliminated mobile home permit language to make it easier for people to situate mobile homes outside of designated mobile home communities.
y. Long-term Camping – Section 10. The reference to compensation has been removed because the receipt of compensation for long-term camping on a parcel changes the use into a commercial one that will require approval.

z. Locational Standards for Residential Development - Section 10-102. The language was modified to remove Somerset, Ohio City and Almont from the list of established population centers, and Pitkin and Marble from the list of incorporated municipalities.

aa. Geologic Hazards – Section 11-104. Staff recommended language changes in this section to clear up references in the section and to ensure that the section is consistent throughout.

bb. General Standards for Development in Sensitive Wildlife Habitat Areas – Section 11-106. "Gunnison Sage-grouse" was changed to "sensitive wildlife habit" to broaden the definition. Commissioner Houck expressed concern about completely eliminating the reference to Gunnison Sage-grouse because we refer to the LUR and use that language in many external discussions, and ACM Pagano explained that there is a whole section specifically for Gunnison Sage-grouse protection.

cc. Temporary Signs – Section 13-109. Changes were made to the language to conform to case law. Pennants or banners may be erected, but not for more than 30 days in a calendar year.

5. Applicant Presentation. N/A – the County is the applicant in this matter.

6. Board Questions. Questions were asked and answered during the presentation of the above material. No other questions were provided.

7. Public Comments. Chairperson Houck opened the Public Hearing to comments at 12:21 pm.
   a. Mark Schumacher, Three Rivers Resort in Almont. Mr. Schumacher stated his disagreement with the language in Section 10 regarding the removal of Almont from the list of population centers. He believes that Almont is a population center, that there is existing use in Almont, and that growth around Almont should be evaluated as though Almont fit the definition of a population center. He stated that there are commercial businesses, restaurants, a post office, bus stops, subdivisions and housing units in Almont, and that the rate of growth has been slow. He installed a wastewater treatment plant in the 1990s, which was approved by the County and the State. A requirement of the wastewater discharge permit was to set aside sufficient acreage for future growth in Almont. He feels that there is no place for sprawl to occur in the area as there is no land left to develop in the service area. Lastly, he stated that the Almont Resort and Three Rivers Resort pay over $150,000 in combined property tax.

8. Acknowledge Correspondence Received. Letters received were included in the packet and previously forwarded to the Board. Two letters were received; one from Bill Barvitski representing Trout Creek Engineering, LLC, and another from Nancy Bentson Essex representing Andrew and Susan Tyzzer. ACM Pagano confirmed that no other correspondence has been received by her office.

9. Applicant Response. ACM Pagano provided a response to Mr. Schumacher's expressed concerns since the County is the applicant in this issue. She indicated that she had not reviewed the study related to the wastewater treatment facility in Almont. ACM Pagano stated that future development must demonstrate, if it is not adjacent to an existing population center, that it will have no significant adverse impacts. If the proposed language change is adopted, future development in Almont would not be prohibited. She also stated her disagreement with Mr. Schumacher's statement that there is no room for additional development around Almont.

   Commissioner Puckett Daniels expressed her concern that adding the requirement demonstrating no significant adverse impacts could be burdensome to developers. Commissioner Houck stated that our regulations reflect the community's values as they pertain to the protection of the environment and wildlife, and that the proposed language would not prohibit additional development in areas not designated as population centers.

   Commissioner Houck asked for clarification from Mr. Schumacher regarding how much of Almont is served by the wastewater treatment plant. Mr. Schumacher replied that his discharge permit was contingent on the creation of a service area and the designation of sufficient acreage to serve 35,000 gallons daily. Thus, he believes that Almont will not be capable of growing beyond that level.

   Commissioner Smith asked for background on the decision to remove Almont from the list of population centers. ACM Pagano explained that not all have experienced easy access to the wastewater treatment plant. As well, Almont has floodplain, rockfall and wildlife issues that need to be addressed when considering new development. During the One Valley Resiliency Roadmap process, discussions included identifying elements that should be considered when considering new development, and not just the issue of wastewater treatment infrastructure.

   Commissioner Smith noted that the definition of population centers needed to be updated throughout the document if the changes are adopted after the public hearing. As well, she

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questioned whether "population center" was the appropriate terminology to use, as "population growth center" may work better. Commissioner Houck stated that the was comfortable with the proposed changes, regardless of the whether "population center" is used or some other variation, because it does not limit potential development.

The Board decided to leave the reference to Almont in the list of population centers, as the issue can be reevaluated as part of the upcoming corridor planning process. Mr. Marcus Locke, representing Law of the Rockies expressed concern that Section 10-102.b only applies to new subdivisions and that, if you remove the reference to Almont, it could have a negative impact on workforce housing. He stated his agreement that it would be beneficial to leave Almont in the list and then reevaluate during the corridor planning process.

Commissioner Houck explained that the Board could adopt the changes as proposed today, as is, or it could continue the public hearing to a future agenda date. CA Hoyt stated that, due to litigation, the related changes needed to be adopted immediately. He further explained that there are two pending appeals for the BOA to hear, and those processes need to be carried out in a timely manner. Commissioner Houck recommended that the revised document be adopted as is, with the caveat that it could be modified again to readd Almont after the corridor planning process has been completed. Commissioner Puckett Daniels didn't feel that she had adequate information on the Almont issue to make a decision, and she was inclined to leave it in the document and remove later, if needed. Commissioner Smith did not feel strongly either way, but she thought that leaving Almont in the document would be agreeable since the corridor planning process is happening soon. Commissioner Houck opined that the action taken, or not, to remove Almont from the list of population centers will not impact affordable housing, because the land values in Almont don't support affordable housing.

10. Close Public Hearing. Chairperson Houck closed the Public Hearing at 1:17 pm and immediately reconvened the Gunnison County Board of County Commissioners Meeting.

Moved by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve Resolution #2023-38, a Resolution Amending the Gunnison County Land Use Resolution to adopt the amendments with modifications as presented in the public hearing today to include the modification of retaining Almont in the list of existing population centers for locational standard review at 10-102.b. Commissioner Houck restated that this motion would adopt all changes presented today with the inclusion of Almont in the list of population centers. Commissioner Houck noted that he would support the motion to move the process forward with full support of the Board. Date modifications to the resolution language were identified and agreed upon. Motion carried unanimously.

UNSCHEDULED PUBLIC COMMENT:

1. Mark Schumacher, Three Rivers Resort. Mr. Schumacher noted that a $5,000 expenditure was on the 11/21/2023 agenda to pay for a lobbyist, and he was concerned that there wasn't previous dissemination of information to the public about this expenditure. Commissioner Houck confirmed that the County is not hiring a lobbyist, and Commissioner Smith confirmed that this information was made public during a previous meeting. She further explained that the additional dues to Counties & Commissioners Acting Together (CCAT) in the amount of up to $5,000 will be used to hire someone to work on the short-term rental legislation issue. This was discussed in a public meeting, and there will be a cost share between all participating counties.

ADJOURN: Commissioner Houck adjourned the meeting at 1:29 pm.

_____
Jonathan Houck, Chairperson

_____
Elizabeth Smith, Vice-Chairperson

_____
Laura Puckett Daniels, Commissioner

Minutes Prepared By:

_____
Katherine Haase, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT
RESOLUTION NO. 2023-003

A RESOLUTION AMENDING THE GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT BUDGET FOR FISCAL YEAR 2023 AND AMENDING THE APPROPRIATION RESOLUTION

WHEREAS, at the time of the adoption of the budget for the Gunnison River valley Local Marketing District for fiscal year 2023 certain expenditures were not anticipated; and

WHEREAS, revenues can now be identified for such expenditures;

NOW, THEREFORE, BE IT RESOLVED by the Board of the Gunnison River Valley Local Marketing District, that a supplemental budget and appropriation resolution be adopted in the following respects:

1. Local Marketing District Fund. The expenditures are increased in the amount of $112,770 as detailed by account number on Appendix A attached.

The above sums of money, or as much thereof as may be authorized by law and as may be deemed necessary to defray the expenses and liabilities of the Gunnison River Valley Local Marketing District, are hereby appropriated. It is the intent of the Board to make the necessary amendments and supplements to the budget adoption and appropriation resolutions - Resolution Nos. 2022-1 and 2022-2 respectively - for the Gunnison County Local Marketing District for the fiscal year beginning January 1, 2023 and ending December 31, 2023; but except as specifically provided for herein, to make no further changes in the budget adoption or appropriation resolutions adopted with respect to said fiscal year.

INTRODUCED by Commissioner Smith, seconded by Commissioner Puckett-Daniels, and adopted this 19th day of December 2023.

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT

Houck – yes; Puckett-Daniels – yes; Smith – yes.

GUNNISON COUNTY HOUSING AUTHORITY
RESOLUTION NO. 2023-003

A RESOLUTION AMENDING THE GUNNISON COUNTY HOUSING AUTHORITY BUDGET FOR FISCAL YEAR 2023 AND AMENDING THE APPROPRIATION RESOLUTION

WHEREAS, at the time of the adoption of the budget for Gunnison County Housing Authority for fiscal year 2023 certain revenues were unassured and certain expenditures were not anticipated; and

WHEREAS, those revenues and expenditures can now be identified;

NOW, THEREFORE, BE IT RESOLVED by the Board of the Gunnison County Housing Authority, that a supplemental budget and appropriation resolution be adopted in the following respects:

1. Gunnison County Housing Fund. The expenditures are increased in the amount of $65,104 as detailed by account number on Appendix A attached.

The above sums of money, or as much thereof as may be authorized by law and as may be deemed necessary to defray the expenses and liabilities of the Gunnison County Housing Authority, are hereby appropriated. It is the intent of the Board to make the necessary amendments and supplements to the budget adoption and appropriation resolutions - Resolution Nos. 2022-001 and 2022-002 respectively - for the Gunnison County Housing Authority for the fiscal year beginning January 1, 2023 and ending December 31, 2023; but except as specifically provided for herein, to make no further changes in the budget adoption or appropriation resolutions adopted with respect to said fiscal year.

INTRODUCED by Commissioner Smith, seconded by Commissioner Puckett-Daniels, and adopted this 19th day of December 2023.

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT

Houck – yes; Puckett-Daniels – yes; Smith – yes.

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 2023-30

A RESOLUTION AMENDING THE GUNNISON COUNTY BUDGET FOR FISCAL YEAR 2023 AND AMENDING THE APPROPRIATION RESOLUTION

WHEREAS, at the time of the adoption of the budget for Gunnison County for fiscal year 2023 certain revenues were unassured and certain expenditures were not anticipated; and

WHEREAS, those revenues and expenditures can now be identified;

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NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that a supplemental budget and appropriation resolution be adopted in the following respects:

1. General Fund. The revenues are decreased in the amount of $168,824 as detailed by account numbers on Appendix A attached. The expenditures are increased in the amount of $361,666 as detailed by account numbers on Appendix A attached.
2. Public Works Fund. The revenues are increased in the amount of $2,270,550 as detailed by account numbers on Appendix A attached. The expenditures are increased in the amount of $,112,419 as detailed by account numbers on Appendix A attached.
3. Human Services Fund. The revenues are increased in the amount of $90,000 as detailed by account numbers on Appendix A attached. The expenditures are increased in the amount of $378,206 as detailed by account numbers on Appendix A attached
4. Public Health Fund. The revenues are increased in the amount of $196,270 as detailed by account numbers on Appendix A attached. The expenditures are increased in the amount of $176,910 as detailed by account numbers on Appendix A attached.
5. Airport Operations Fund. The revenues are decreased in the amount of $440,000 as detailed by account numbers on Appendix A attached. The expenditures are increased in the amount of $936,093 as detailed by account numbers on Appendix A attached.
6. Sage Grouse Fund. The expenditures are increased in the amount of $24,037 as detailed by account numbers on Appendix A attached.
7. Capital Projects Fund. The revenues are increased in the amount of $300,000 as detailed by account numbers on Appendix A attached. The expenditures are increased in the amount of $300,000 as detailed by account numbers on Appendix A attached.
8. ISF I Fleet Fund. The expenditures are remained constant in net effect as detailed by account numbers on Appendix A attached.
9. ISF II Info Tech Fund. The expenditures are increased in the amount of $60,784 as detailed by account numbers on Appendix A attached.
10. ISF III Health Insurance Fund. The expenditures are increased in the amount of $382,394 as detailed by account numbers on Appendix A attached.

The above sums of money, or as much thereof as may be authorized by law and as may be deemed necessary to defray the expenses and liabilities of the County, are hereby appropriated. It is the intent of the Board to make the necessary amendments and supplements to the budget adoption and appropriation resolutions - Resolution Nos. 2022-43 and 2022-44 respectively - for Gunnison County for the fiscal year beginning January 1, 2022 and ending December 31, 2022; but except as specifically provided for herein, to make no further changes in the budget adoption or appropriation resolutions adopted with respect to said fiscal year.

INTRODUCED by Commissioner Smith, seconded by Commissioner Puckett-Daniels, and adopted this 19th day of December 2023.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

Houck – yes; Puckett-Daniels – yes; Smith – yes.

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 23-31

A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR SEWER SERVICE WITHIN THE TOMICHI DIVISION OF THE GUNNISON COUNTY WATER AND SEWER DISTRICT

THIS RESOLUTION SUPERSEDES RESOLUTION 21-30

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, utility investment fees, and reasonable delinquency penalties for sewerage facilities; and

WHEREAS, there have been increased ongoing operation costs for the cooperative agreement between Gunnison County and the City of Gunnison concerning the operation of the sewage treatment plant providing service to the Tomichi Division; and

WHEREAS, Gunnison County must upgrade and maintain the collection lines within the Tomichi Division; and

WHEREAS, the Tomichi Division currently serves a single customer; and

WHEREAS, it is the desire of the Board of County Commissioners not to pay for such costs from the capital reserve;

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners that:

1. Schedule of Rates. The customer currently served by the Tomichi Division will pay actual costs of operation and maintenance of the Tomichi Division. Payments will be made on a reimbursement basis, billed by the end the month following each calendar quarter. Amounts due will be considered past due if unpaid by the end of the calendar quarter following the then current calendar quarter. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof, and any past due amount

may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.

2. Utility Investment Fee. There is a fee for sewer service tap connection within the Tomichi Division for each connection based on Appendix A attached hereto according to water supply size. Water supply size is either the meter size or line size from the well to the structure when no meter is present.

3. Excessive Connection Costs. Sewer service will be extended to the property line, unless cost of such extension of service exceeds two thousand five hundred dollars ($2,500) or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars ($2,500). Costs exceeding two thousand five hundred for a single user or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars ($2,500) will be the sole responsibility of the property owner(s) to be served. An estimate of the total costs will be provided to users in advance of work performed. Such work will be managed by Gunnison County staff.

4. Minimum Charges. The user connected to the system shall pay the actual costs four quarters per year whether or not the property is occupied or the sewer system is used.

5. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.

6. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner Smith, seconded by Commissioner Puckett-Daniels, and adopted this 19th day of December 2023.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

Houck – yes; Puckett-Daniels – yes; Smith – yes.

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 23-32

A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR SEWER SERVICE WITHIN THE SOMERSET DIVISION OF THE GUNNISON COUNTY WATER AND SEWER DISTRICT

THIS RESOLUTION SUPERSEDES RESOLUTION 22-10

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, utility investment fees, and reasonable delinquency penalties for sewerage facilities; and

WHEREAS, there have been increased ongoing operation costs for the operation of the sewage treatment system providing service to the Somerset Division; and

WHEREAS, Gunnison County must upgrade and maintain the collection lines within the Somerset Division; and

WHEREAS, it is the desire of the Board of County Commissioners not to pay for such costs from the capital reserve;

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners that:

1. Schedule of Rates. The rate schedule is adopted each year as part of the budget process and is available as Appendix A attached hereto. The schedule of rates will remain in full force and effect for the calendar year for which it was approved. The rate structure will be published in the newspaper and is available from the Gunnison County Finance Office at 200 East Virginia, Gunnison, CO 81230. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof, and any past due amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.

2. Residential Sewer Fee. User fees for connection of each residence, as defined in the Gunnison County Land Use Resolutions (LUR), to the Gunnison County collection system will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. Residences with an integrated secondary residence are counted as if they were just one residence. User fees will be billed in advance.

3. Vacant Lot Sewer Fee. A vacant lot sewer fee will be charged for each parcel of real property in the Somerset Division which has sewer service available to that parcel but which parcel is not connected to the Division sewer lines. The vacant lot sewer fee will start on the date of final board approval for proposed property developments, subdivisions, etc.

4. Utility Investment Fee. There is a fee for sewer service tap connection within the Somerset Division for each connection based on Appendix B attached hereto according to water supply size. Water supply size is either the meter size or line size from the well to the structure when no meter is present.

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5. Excessive Connection Costs. Sewer service will be extended to the property line, unless cost of such extension of service exceeds two thousand five hundred dollars ($2,500) or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars ($2,500). Costs exceeding two thousand five hundred for a single user or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars ($2,500) will be the sole responsibility of the property owner(s) to be served. An estimate of the total costs will be provided to users in advance of work performed. Such work will be managed by Gunnison County staff.

6. Minimum Charges. Any property connected to the system shall pay the minimum rate for four quarters per year whether or not the property is occupied or the sewer system is used.

7. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.

8. Building Permit Shall Not Be Issued. No building permit shall be issued for any building on a parcel of land in the Somerset Division unless the utility investment fee for that parcel has been paid in full as set forth above.

9. Additional Inspection Fee. The first inspection of the sewer service line is included with the utility investment fee. If an additional inspection is required, a flat fee will be charged for each additional inspection.

10. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner Smith, seconded by Commissioner Puckett-Daniels, and adopted this 19th day of December 2023.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

Houck – yes; Puckett-Daniels – yes; Smith – yes.

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 23-33

A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR SEWER SERVICE WITHIN THE NORTH GUNNISON DIVISION OF THE GUNNISON COUNTY WATER AND SEWER DISTRICT

THIS RESOLUTION SUPERSEDES RESOLUTION 22-9

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, utility investment fees, and reasonable delinquency penalties for sewerage facilities; and

WHEREAS, there have been increased ongoing operation costs for the cooperative agreement between Gunnison County and the City of Gunnison concerning the operation of the sewage treatment plant providing service to the North Gunnison Division; and

WHEREAS, Gunnison County must upgrade and maintain the collection lines within the North Gunnison Division; and

WHEREAS, it is the desire of the Board of County Commissioners not to pay for such costs from the capital reserve;

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners that:

1. Schedule of Rates. The rate schedule is adopted each year as part of the budget process and is available as Appendix A attached hereto. The schedule of rates will remain in full force and effect for the calendar year for which it was approved. The rate structure will be published in the newspaper and is available from the Gunnison County Finance Office at 200 East Virginia, Gunnison, CO 81230. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof, and any past due amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.

2. Residential Sewer Fee. User fees for connection of each residence, as defined in the Gunnison County Land Use Resolutions (LUR), to the Gunnison County collection system will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. Residences with an integrated secondary residence are counted as if they were just one residence. Multiple-family residences are considered commercial accounts for billing purposes. User fees will be billed in advance.

3. Commercial Sewer Fee. User fees for connection of units will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. The fee amount will equal the product of the current residential sewer rate (partial tap) according to Appendix A attached hereto, the factor according to Appendix C, and the number of factored units according to Appendix C. User fees will be billed in advance.

4. Vacant Lot Sewer Fee. A vacant lot sewer fee will be charged for each parcel of real property in the North Gunnison Division which has sewer service available to that parcel but which parcel is not connected to the Division sewer lines. The vacant lot sewer fee will start on the date of final board approval for proposed property developments, subdivisions, etc.

5. Utility Investment Fee. There is a fee for sewer service tap connection within the North Gunnison Division for each connection based on Appendix B attached hereto according to water supply size. Water supply size is either the meter size or line size from the well to the structure when no meter is present.

6. Excessive Connection Costs. Sewer service will be extended to the property line, unless cost of such extension of service exceeds two thousand five hundred dollars ($2,500) or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars ($2,500). Costs exceeding two thousand five hundred for a single user or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars ($2,500) will be the sole responsibility of the property owner(s) to be served. An estimate of the total costs will be provided to users in advance of work performed. Such work will be managed by Gunnison County staff.

7. Minimum Charges. Any property connected to the system shall pay the minimum rate for four quarters per year whether or not the property is occupied or the sewer system is used.

8. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.

9. Building Permit Shall Not Be Issued. No building permit shall be issued for any building on a parcel of land in the North Gunnison Division unless the utility investment fee for that parcel has been paid in full as set forth above.

10. Additional Inspection Fee. The first inspection of the sewer service line is included with the utility investment fee. If an additional inspection is required, a flat fee will be charged for each additional inspection.

11. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner Smith, seconded by Commissioner Puckett-Daniels, and adopted this 19th day of December 2023.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

Houck – yes; Puckett-Daniels – yes; Smith – yes.

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 23-34

A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR SEWER SERVICE WITHIN THE DOS RIOS DIVISION OF THE GUNNISON COUNTY WATER AND SEWER DISTRICT

THIS RESOLUTION SUPERSEDES RESOLUTION 22-7

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, utility investment fees, and reasonable delinquency penalties for sewerage facilities; and

WHEREAS, there have been increased ongoing operation costs for the cooperative agreement between Gunnison County and the City of Gunnison concerning the operation of the sewage treatment plant providing service to the Dos Rios Division; and

WHEREAS, Gunnison County must upgrade and maintain the collection lines within the Dos Rios Division; and

WHEREAS, it is the desire of the Board of County Commissioners not to pay for such costs from the capital reserve;

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners that:

1. Schedule of Rates. The rate schedule is adopted each year as part of the budget process and is available as Appendix A attached hereto. The schedule of rates will remain in full force and effect for the calendar year for which it was approved. The rate structure will be published in the newspaper and is available from the Gunnison County Finance Office at 200 East Virginia, Gunnison, CO 81230. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof, and any past due amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.

2. Residential Sewer Fee. User fees for connection of each residence, as defined in the Gunnison County Land Use Resolutions (LUR), to the Gunnison County collection system will be charged upon

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installation of the service line and the approval of the Gunnison County Utility Manager. Residences with an integrated secondary residence are counted as if they were just one residence. Multiple-family residences are considered commercial accounts for billing purposes. User fees will be billed in advance.

3. Commercial Sewer Fee. User fees for connection of units will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. The fee amount will equal the product of the current residential sewer rate according to Appendix A attached hereto, the factor according to Appendix C, and the number of factored units according to Appendix C. User fees will be billed in advance.

4. Vacant Lot Sewer Fee. A vacant lot sewer fee will be charged for each parcel of real property in the Dos Rios Division which has sewer service available to that parcel but which parcel is not connected to the Division sewer lines. The vacant lot sewer fee will start on the date of final board approval for proposed property developments, subdivisions, etc.

5. Utility Investment Fee. There is a fee for sewer service tap connection within the Dos Rios Division for each connection based on Appendix B attached hereto according to water supply size. Water supply size is either the meter size or line size from the well to the structure when no meter is present.

6. Excessive Connection Costs. Sewer service will be extended to the property line, unless cost of such extension of service exceeds two thousand five hundred dollars ($2,500) or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars ($2,500). Costs exceeding two thousand five hundred for a single user or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars ($2,500) will be the sole responsibility of the property owner(s) to be served. An estimate of the total costs will be provided to users in advance of work performed. Such work will be managed by Gunnison County staff.

7. Minimum Charges. Any property connected to the system shall pay the minimum rate for four quarters per year whether or not the property is occupied or the sewer system is used.

8. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.

9. Building Permit Shall Not Be Issued. No building permit shall be issued for any building on a parcel of land in the Dos Rios Division unless the utility investment fee for that parcel has been paid in full as set forth above.

10. Additional Inspection Fee. The first inspection of the sewer service line is included with the utility investment fee. If an additional inspection is required, a flat fee will be charged for each additional inspection.

11. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner Smith, seconded by Commissioner Puckett-Daniels, and adopted this 19th day of December 2023.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

Houck – yes; Puckett-Daniels – yes; Smith – yes.

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 23-35

A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR SEWER SERVICE WITHIN THE ANTELOPE HILLS DIVISION OF THE GUNNISON COUNTY WATER AND SEWER DISTRICT

THIS RESOLUTION SUPERSEDES RESOLUTION 22-5

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, utility investment fees, and reasonable delinquency penalties for sewerage facilities; and

WHEREAS, there have been increased ongoing operation costs for the cooperative agreement between Gunnison County and the City of Gunnison concerning the operation of the sewage treatment plant providing service to the Antelope Hills Division; and

WHEREAS, Gunnison County must upgrade and maintain the collection lines within the Antelope Hills Division; and

WHEREAS, it is the desire of the Board of County Commissioners not to pay for such costs from the capital reserve;

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners that:

1. Schedule of Rates. The rate schedule is adopted each year as part of the budget process and is available as Appendix A attached hereto. The schedule of rates will remain in full force and effect for the

calendar year for which it was approved. The rate structure will be published in the newspaper and is available from the Gunnison County Finance Office at 200 East Virginia, Gunnison, CO 81230. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof, and any past due amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.

2. Residential Sewer Fee. User fees for connection of each residence, as defined in the Gunnison County Land Use Resolutions (LUR), to the Gunnison County collection system will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. Residences with an integrated secondary residence are counted as if they were just one residence. Multiple-family residences are considered commercial accounts for billing purposes. User fees will be billed in advance.

3. Commercial Sewer Fee. User fees for connection of units will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. The fee amount will equal the product of the current residential sewer rate according to Appendix A attached hereto, the factor according to Appendix C, and the number of factored units according to Appendix C. User fees will be billed in advance.

4. Vacant Lot Sewer Fee. A vacant lot sewer fee will be charged for each parcel of real property in the Antelope Hills Division which has sewer service available to that parcel but which parcel is not connected to the Division sewer lines. The vacant lot sewer fee will start on the date of final board approval for proposed property developments, subdivisions, etc.

5. Utility Investment Fee. There is a fee for sewer service tap connection within the Antelope Hills Division for each connection based on Appendix B attached hereto according to water supply size. Water supply size is either the meter size or line size from the well to the structure when no meter is present.

6. Excessive Connection Costs. Sewer service will be extended to the property line, unless cost of such extension of service exceeds two thousand five hundred dollars ($2,500) or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars ($2,500). Costs exceeding two thousand five hundred for a single user or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars ($2,500) will be the sole responsibility of the property owner(s) to be served. An estimate of the total costs will be provided to users in advance of work performed. Such work will be managed by Gunnison County staff.

7. Minimum Charges. Any property connected to the system shall pay the minimum rate for four quarters per year whether or not the property is occupied or the sewer system is used.

8. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.

9. Building Permit Shall Not Be Issued. No building permit shall be issued for any building on a parcel of land in the Antelope Hills Division unless the utility investment fee for that parcel has been paid in full as set forth above.

10. Additional Inspection Fee. The first inspection of the sewer service line is included with the utility investment fee. If an additional inspection is required, a flat fee will be charged for each additional inspection.

11. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner Smith, seconded by Commissioner Puckett-Daniels, and adopted this 19th day of December 2023.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

Houck – yes; Puckett-Daniels – yes; Smith – yes.

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 23-36

A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR WATER SERVICE WITHIN THE ANTELOPE HILLS DIVISION OF THE GUNNISON COUNTY WATER AND SEWER DISTRICT

THIS RESOLUTION SUPERSEDES RESOLUTION 22-6

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, utility investment fees, and reasonable delinquency penalties for water facilities; and

WHEREAS, Gunnison County must upgrade and maintain the water lines and treatment facilities within the Antelope Hills Division; and

WHEREAS, it is the desire of the Board of County Commissioners not to pay for such costs from the capital reserve;

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners that:

1. Schedule of Rates. The rate schedule is adopted each year as part of the budget process and is available as Appendix A attached hereto. The schedule of rates will remain in full force and effect for the calendar year for which it was approved. The rate structure will be published in the newspaper and is available from the Gunnison County Finance Office at 200 East Virginia, Gunnison, CO 81230. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof, and any past due amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.
2. Residential Water User Fees. User fees for each residence will be charged upon final meter inspection by the Gunnison County Utility Department. Any user with a three-quarter inch (3/4") meter will be considered a residential user for billing purposes. Additionally, all integrated secondary residences, secondary or accessory residences, multiple-family residences, townhomes, or condominiums will be billed at the residential rate. Base user fees will be billed in advance and overage user fees will be billed in arrears.
3. Availability of Service Fee. An availability of service fee will be charged for each parcel of real property in the Antelope Hills Division which has water service available to that parcel but which parcel is not connected to the Division water lines. The availability of service fee will start on the date of final board approval for proposed property developments, subdivisions, etc.
4. Utility Investment Fee. There is a fee for water service tap connection within the Antelope Hills Division for each connection based on Appendix B attached hereto according to meter size. The utility investment fee includes the cost of a Gunnison County water meter and required installation materials. This fee also includes the first inspection of the meter. If an additional inspection is required, the additional inspection fee will be charged.
5. Excessive Connection Costs. Water service will be extended to the property line, unless cost of such extension of service exceeds three thousand dollars ($3,000) or the product of the number of new users to be served by said sewer extension and three thousand dollars ($3,000). Costs exceeding three thousand dollars for a single user or the product of the number of new users to be served by said sewer extension and three thousand dollars ($3,000) will be the sole responsibility of the property owner(s) to be served. An estimate of the total costs will be provided to users in advance of work performed. Such work will be managed by Gunnison County staff.
6. Building Permit Shall Not Be Issued. No building permit shall be issued for any building on a parcel of land in the Antelope Hills Division unless the utility investment fee for that parcel has been paid in full as set forth above.
7. Minimum Charges. Any property connected to the system shall pay the minimum rate for four quarters per year whether or not the property is occupied or the water system is used.
8. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.
9. Additional Inspection Fee. The first inspection of the water service line is included with the meter fee. If an additional inspection is required, the additional inspection fee will be charged.
10. Repair Responsibility. Customers are responsible for costs associated with leaks and repairs that occur after water has passed through the curb stop. The County is responsible for costs associated with leaks and repairs on the main line, the service line that reaches from the main line to the curb stop, and the curb stop.
11. Meter Malfunction. Should a customer reasonably and prudently believe a meter is malfunctioning, a replacement meter and/or readout will be provided free of charge. The replacement meter and/or readout must be installed by a licensed plumber at the customer's expense.
12. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner Smith, seconded by Commissioner Puckett-Daniels, and adopted this 19th day of December 2023.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

Houck – yes; Puckett-Daniels – yes; Smith – yes.

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 23-37

A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR WATER SERVICE WITHIN THE DOS RIOS DIVISION OF THE GUNNISON COUNTY WATER AND SEWER DISTRICT

THIS RESOLUTION SUPERSEDES RESOLUTION 22-8

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, utility investment fees, and reasonable delinquency penalties for water facilities; and

WHEREAS, Gunnison County must upgrade and maintain the water lines and treatment facilities within the Dos Rios Division; and

WHEREAS, it is the desire of the Board of County Commissioners not to pay for such costs from the capital reserve;

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners that:

1. Schedule of Rates. The rate schedule is adopted each year as part of the budget process and is available as Appendix A attached hereto. The schedule of rates will remain in full force and effect for the calendar year for which it was approved. The rate structure will be published in the newspaper and is available from the Gunnison County Finance Office at 200 East Virginia, Gunnison, CO 81230. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof, and any past due amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.

2. Residential Water User Fees. User fees for each residence will be charged upon final meter inspection by the Gunnison County Utility Department. Any user with a three-quarter inch (3/4") meter will be considered a residential user for billing purposes. Additionally, all integrated secondary residences, secondary or accessory residences, multiple-family residences, townhomes, or condominiums will be billed at the residential rate. Base user fees will be billed in advance and overage user fees will be billed in arrears.

3. Commercial Water User Fees. User fees for each commercial connection will be charged upon final meter inspection by the Gunnison County Utility Department. Base user fees will be billed in advance and overage user fees will be billed in arrears. The base user fee will equal the product of the Equivalent Residential Units (ERUs), seventy-five percent (75%), and the current residential base rate according to Appendix A attached hereto. The ERUs will equal the product of the factor according to Appendix C and the number of factor units according to Appendix C.

The base gallons for each commercial connection will equal the product of the ERUs and the residential base gallons according to Appendix A attached hereto.

4. Availability of Service Fee. An availability of service fee will be charged for each parcel of real property in the Dos Rios Division which has water service available to that parcel but which parcel is not connected to the Division water lines. The availability of service fee will start on the date of final board approval for proposed property developments, subdivisions, etc.

5. Utility Investment Fee. There is a fee for water service tap connection within the Dos Rios Division for each connection based on Appendix B attached hereto according to meter size. The utility investment fee includes the cost of a Gunnison County water meter and required installation materials. This fee also includes the first inspection of the meter. If an additional inspection is required, the additional inspection fee will be charged.

6. Excessive Connection Costs. Water service will be extended to the property line, unless cost of such extension of service exceeds three thousand dollars ($3,000) or the product of the number of new users to be served by said sewer extension and three thousand dollars ($3,000). Costs exceeding three thousand dollars for a single user or the product of the number of new users to be served by said sewer extension and three thousand dollars ($3,000) will be the sole responsibility of the property owner(s) to be served. An estimate of the total costs will be provided to users in advance of work performed. Such work will be managed by Gunnison County staff.

7. Building Permit Shall Not Be Issued. No building permit shall be issued for any building on a parcel of land in the Dos Rios Division unless the utility investment fee for that parcel has been paid in full as set forth above.

8. Minimum Charges. Any property connected to the system shall pay the minimum rate for four quarters per year whether or not the property is occupied or the water system is used.

9. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.

10. Additional Inspection Fee. The first inspection of the water service line is included with the meter fee. If an additional inspection is required, the additional inspection fee will be charged.

11. Repair Responsibility. Customers are responsible for costs associated with leaks and repairs that occur after water has passed through the curb stop. The County is responsible for costs associated with leaks and repairs on the main line, the service line that reaches from the main line to the curb stop, and the curb stop.

12. Meter Malfunction. Should a customer reasonably and prudently believe a meter is malfunctioning, a replacement meter and/or readout will be provided free of charge. The replacement meter and/or readout must be installed by a licensed plumber at the customer's expense.

13. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

DRAFT

BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner Smith, seconded by Commissioner Puckett-Daniels, and adopted this 19th day of December 2023.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

Houck – yes; Puckett-Daniels – yes; Smith – yes.

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO. 2023-38

A RESOLUTION AMENDING THE *GUNNISON COUNTY LAND USE RESOLUTION*

WHEREAS, pursuant to the *Gunnison County Land Use Resolution* ("the *Resolution"),* Section 1-113, details a process for initiation, review and Board of County Commissioner action on proposed amendments to the *Resolution,* and

WHEREAS, pursuant to Section 1-113, the Community Development Director has initiated and completed review of proposed amendments as required by the *Resolution;* and

WHEREAS, December 7, 2023 the Planning Commission, forwarded their written recommendations to the Board regarding the proposed amendments; and

WHEREAS, the Board of County Commissioners has conducted a duly noticed public hearing on these proposed amendments on December 19, 2023; and pursuant to Section 1-113 of the *Resolution* evaluated the proposed amendments using the following criteria:

- Consistency of the proposed amendments with any comprehensive plan that may be adopted by Gunnison County
- Changed conditions, including the economy of Gunnison County
- Effect of the proposed amendments on the natural environment
- Community needs
- Development pattern
- Changes in applicable law
- Public health, safety and welfare
- Compliance with any applicable intergovernmental agreements adopted by Gunnison County

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Gunnison County, Colorado that the Board hereby adopts the following amendments, as modified per the public hearing on December 7, 2023 of the *Gunnison County Land Use Resolution* as included on the attached "Exhibit A."

INTRODUCED by Commissioner Puckett-Daniels, seconded by Commissioner Smith and adopted on this 19th day of December 2023.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

Houck – yes; Puckett-Daniels – yes; Smith – yes.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft BOCC Minutes; 1/16/2024

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

The draft 1/16/2024 BOCC meeting minutes are attached for consideration.

Fiscal Impact:

Submitted by: Katherine Haase **Submitter's Email Address:** khaase@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/15/2024

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 1

Agenda Date: 3/19/2024

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
January 16, 2024

The January 16, 2024 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson
Elizabeth Smith, Vice-Chairperson
Laura Puckett Daniels, Commissioner
Matthew Hoyt, County Attorney
Matthew Birnie, County Manager
Katherine Haase, Deputy County Clerk
Others Present as Listed in Text

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:

CALL TO ORDER: Chairperson Houck called the meeting to order at 8:30 am.

ALCOHOL BEVERAGE LICENSE #03-04246; CRESTED BUTTE LLC, DBA PARADISE RESTAURANT; 2/4/2024 – 2/4/2025. Moved by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve Alcohol Beverage License #03-0426 for Crested Butte, LLC dba Paradise Restaurant. Motion carried unanimously.

ADJOURN: Chairperson Houck adjourned the meeting of the Gunnison County Local Liquor Licensing Authority at 8:31 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Chairperson Houck called the meeting to order at 8:31 am.

AGENDA REVIEW: There were no changes made to the agenda.

MINUTES APPROVAL: Moved by Commissioner Houck, seconded by Commissioner Smith to approve the meeting minutes with the corrections that were noted on the record for September 19, 2023, January 2, 2024, and January 9, 2024. Motion carried unanimously.

1. September 5, 2023 Regular Meeting. This set of minutes was pulled from consideration to allow for further review. It will be rescheduled to a future meeting.
2. September 19, 2023 Regular Meeting. Page 3, Commissioner Smith reports; "documentary" should be changed to "documentary screening" in the second item. Page 4, Commissioner Puckett Daniels reports; the title for the second item should read "Palisades Apartments".
3. January 2, 2024 Regular Meeting. Page 1, Board Reorganization; the Chamber of Commerce reference should state that Commissioner Smith will serve as the ex-officio representative with Commissioner Houck backing her up as necessary.
4. January 9, 2024 Special Meeting. No changes.

SCHEDULING: The Upcoming Meetings Schedule was discussed and updated.

CONSENT AGENDA: Moved by Commissioner Puckett Daniels seconded, by Commissioner Smith to approve the consent agenda. Motion carried unanimously.

1. Resolution Amending the Sewer Rules and Regulations of the Gunnison County Water and Sewer Utility
2. Acknowledgement of County Manager Signature; Airport Services Agreement; Janitorial Services; Jackalope Services, LLC, dba Bethany J Montlary; 1/1/2024 thru 12/31/2024; $80,000
3. Memorandum of Understanding Amendment #1 between the Colorado Department of Early Childhood and Gunnison and Hinsdale Counties Board of Human Services; Colorado Child Care Assistance Program (CCCAP)
4. El Pomar Foundation General Grant Terms and Conditions; Gunnison-Hinsdale Early Childhood Council General Operating Support through the Colorado Assistance Fund; $10,000

COUNTY MANAGER'S REPORTS:

1. First Amended Emergency Medical Services Building Intergovernmental Agreement; Board of Trustees of the Gunnison Valley Health. CM Birnie reminded the Board that it has pledged $2M, to be in payments. He suggested that the County pay the total amount now to accelerate the already pledged contribution. Moved by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the First Amended Emergency Medical Services Building Intergovernmental Agreement with the Board of County Commissioners and the Gunnison Valley Board of Trustees. Motion carried unanimously.

BREAK: The meeting recessed from 8:45 until 8:50 am in order to hold the Public Hearing below.

ORDINANCE NO. 21; AN ORDINANCE REPEALING ORDINANCE NO. 4 AND ESTABLISHING THE REGULATION OF VEHICLE PARKING AT THE GUNNISON-CRESTED BUTTE REGIONAL AIRPORT. Airport Manager Rick Lamport was present for consideration.

DRAFT

1. Open Public Hearing. Chairperson Houck opened the Public Hearing at 8:45 am.

2. Public Notice Confirmation. Deputy County Attorney Sammy Obaid confirmed that the Public Hearing had been properly public noticed.

3. Identify Ex Parte Communications. There were no ex parte communications identified.

4. Staff Presentation. AM Lamport explained that the current ordinance is outdated. He noted that the charges are much cheaper than those in Montrose, and that this change is an attempt to remain competitive and give staff more control over parking issues. These changes also meet TSA regulations.

5. Applicant Presentation. N/A

6. Board Questions. Commissioner Houck asked if the signage has been updated, and rl2 confirmed that it had.

7. Public Comments. Chairperson Houck opened the Public Hearing to comments at 8:49 am. No comments were provided.

8. Acknowledge Correspondence Received. No additional correspondence was identified.

9. Applicant Response. N/A.

10. Close Public Hearing. Chairperson Houck closed the Public Hearing at 8:50 am and immediately reconvened the Gunnison County Board of County Commissioners Meeting.

Moved by Commissioner Smith, seconded by Commissioner Puckett Daniels to adopt Ordinance No. 21; an Ordinance Repealing Ordinance No. 4 and Establishing the Regulation of Vehicle Parking at the Gunnison-Crested Butte Regional Airport. Motion carried unanimously.

REQUEST FOR EXTENSION OF SUBMITTAL DEADLINE; WHETSTONE COMMUNITY HOUSING DEVELOPMENT LUC-22-00049. Assistant County Manager for Community and Economic Development Cathie Pagano and Assistant County Manager for Operations and Sustainability John Cattles were present for discussion.

Commissioner Houck explained to the audience that the County regulates the Gunnison County Land Use Resolution (LUR), but the County also must follow the LUR when it is the applicant. This item was approved on 2/9/2023, so the preliminary application would be due 2/9/2024. An application for extension has been submitted, and staff recommended approval of the extension request.

ACM Cattles indicated that the County is a few weeks behind schedule, so he though it best to request an extension. ACM Pagano confirmed that the Board has the authority to approve a 12-month extension. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the one-year extension for submitting the preliminary plan for Whetstone Community Housing Development LUC-22-00049. Motion carried unanimously. State grant funding processes and timelines were discussed, and all agreed that they are challenging. Commissioner Smith asked for more details to see if she might be able to assist, and staff agreed to provide the materials after today's meeting.

RESOLUTION APPROVING THE GRANT APPLICATION FOR THE STRONG COMMUNITIES INFRASTRUCTURE GRANT FROM THE STATE OF COLORADO; SAWTOOTH HOUSING PROJECT, PHASE II. ACM Pagano and ACM Cattles were present for discussion.

ACM Pagano confirmed that the County was cleared to apply and that award notifications would be released in July. Frustrations about State grant-funding timelines were again discussed. CA Hoyt noted that the State might have a one-size fits all type of process, where private and public entities are treated the same. The County will continue to work through the grant by scheduling work to maximize use of the grant funds, though we may not be able to spend the entirety of the grant funds. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve Resolution #2024-5, a Resolution Approving the Grant Application for the Strong Communities Infrastructure Grant from the State of Colorado. Motion carried unanimously.

REPLAT OF GOLF VILLAS AT SKYLAND CONDOMINIUMS; LUC-23-00016. Planner I Sean Pope and attorney Jacob With were present for discussion.

Planner Pope confirmed that all documents were reviewed by staff and the County Attorney's Office in 2023, and that the replat was ready. Attorney With also confirmed that a 7th supplement is also in the process of being completed. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the authorization of the replat of Golf Villas at Skyland Condominiums; LUC-23-00016 and authorize the Chair's signature. Motion carried unanimously.

TAX YEAR 2023, BUDGET YEAR 2024, CERTIFICATION OF LEVIES AND REVENUE BY GUNNISON COUNTY COMMISSIONERS. Chief Financial Officer Perry Solheim was present for discussion.

CFO Solheim explained that the supplied form is what the County has used for quite some time. For years, it was created by the Assessor's Office, but it is now being created by the Finance Department. This summarizes what all taxing districts submitted. Roughly 21.6% change in tax revenue is reflected, and the County's portion of that increase is 7.4%. CA Hoyt stated that the regular deadline was 12/22, but recent tax code changes allow for a deadline of 1/17 for this year. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to certify and approve the (Certification of) Levies and Revenue by the Gunnison County Commissioners and authorize the Chair's signature. Motion carried unanimously.

LETTER OF SUPPORT; COMMUNITY BUSINESS PRESERVATION PROGRAM GRANT. West Central Small Business Development Council Callie Koch was present for discussion.

Ms. Koch explained that approval of this letter will provide the ability for a group of 2-6 local businesses to apply for funding for one-time purchases/expenses. This program also focuses on businesses that offer culturally, socially or historically significant business product or service to their local community. These four Hispanic-owned businesses may each receive $10,000-50,000 each, for a combined maximum of $200,000. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the letter in support of the Community Business Preservation Program Grant. Motion carried unanimously.

GUNNISON COUNTY BOARDS AND COMMISSIONS:

1. Board of Adjustment: Commissioner Houck noted that the new Board of Adjustment will be a five-member Board, comprised of the three County commissioners and two at-large members.
    - At-Large Appointments, Fill Two Vacancies for One-Year Terms. The Board briefly discussed the strengths of the applicants. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to appoint Julie Baca and Andy Tocke to one-year terms on the Gunnison County Board of Adjustment. Motion carried unanimously.
        - Applicants: Julie Baca, Andy Tocke, Jeff Wilkinson
    - BOCC Appointments, Three Commissioners for One-Year Terms. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to appoint the three County Commissioners, Jonathan Houck, Laura Puckett Daniels and Liz Smith to the Board of Adjustment for one-year terms. Motion carried unanimously.
        - Commissioners: Jonathan Houck, Laura Puckett Daniels, Liz Smith

UNSCHEDULED PUBLIC COMMENT: There wasn't anyone present for discussion.

COMMISSIONER ITEMS:

Commissioner Smith:

1. CSU Extension Western District Director Search. Commissioner Smith informed the Board that the committee has made recommendations, and a hiring decision is pending.
2. Counties & Commissioners Acting Together (CCAT). Commissioner Smith attended some CCAT meeting last week to review priorities for the legislative session and new issues. She stated that she will forward the information to the Board, and she asked the Board to provide any input to her so that she can relay it to CCAT during upcoming discussions.

Commissioner Puckett Daniels:

1. Mayors and Managers Meeting. Commissioner Puckett Daniels attended the recent meeting with Commissioner Houck. The discussion included an insightful presentation about algae in Blue Mesa.
2. Gunnison Valley Regional Housing Authority (GVRHA) Executive Director Search. Commissioner Puckett Daniels stated that an Interim Director is likely lined up, but details are still being ironed out. The current Director's last day will be January 26th, and the deadline for application is January 28th. GVRHA is also engaged in bridge/business planning to help meet goals with alignment between the GVRHA and the One Valley Resiliency Roadmap (OVRR).

Commissioner Houck:

1. Gunnison Sage-grouse Resource Management Plan Amendment. Commissioner Houck has been meeting with Wildlife Consultant Jim Cochran, and there is another meeting scheduled with the BLM team later this month. Comments are being drafted, and they are due in February. The BLM has been cooperative.
2. BLM Uncompahgre Field Office Plan Amendment. Commissioner Houck and CA Hoyt have been involved in this issue, and the comment deadline is February 20th.

ADJOURN: Commissioner Houck adjourned the meeting at 9:50 am.

DRAFT

_____
Jonathan Houck, Chairperson

_____
Elizabeth Smith, Vice-Chairperson

_____
Laura Puckett Daniels, Commissioner

Minutes Prepared By:

_____
Katherine Haase, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO. 2024-4

A RESOLUTION AMENDING THE SEWER RULES AND REGULATIONS OF THE GUNNISON COUNTY WATER AND SEWER UTILITY

WHEREAS, on March 21, 1977, by Resolution number 1977-9, the Board of Commissioners of Gunnison County ("Board") established the Gunnison County Sewer District ("Utility"), and naming the Board as the governing body of the Utility; and

WHEREAS, the Utility was formed under Colorado Revised Statutes section 30-20-401, *et seq*., which authorizes counties to build and operate sewer and water facilities; and

WHEREAS, on June 4, 1991, by Resolution number 1991-20, the Board renamed the Utility the Gunnison County Water and Sewer District; and

WHEREAS, the Colorado Department of Local Affairs recommended that the Utility be referred to as a utility to avoid being confused for a special district; and

WHEREAS, on October 3, 2023, the Board adopted the Sewer Rules and Regulations Gunnison County Water and Sewer District by Resolution 2023-20; and

WHEREAS, the Utility seeks to amend the Rules and Regulation to change the references in it from "District" to "Utility" and to make minor corrections for scrivener's errors, but to remain faithful to the foregoing resolutions creating the entity; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado, that the Board adopts the Rules and Regulations for the Gunnison County Water and Sewer Utility effective the date of adoption of this Resolution and attached hereto as "Exhibit A."

INTRODUCED by Commissioner Puckett Daniels, seconded by Commissioner Smith, and adopted this 16th day of January, 2024.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

Houck -yes; Puckett Daniels – yes; Smith – yes.

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 2024 - 5

A Resolution Approving the Grant Application for the Strong Communities Infrastructure Grant from the State of Colorado

WHEREAS, the Gunnison County Board of Commissioners authorizes application for the Strong Communities Infrastructure grant for the development of the Sawtooth, Phase 2 housing development. If the grant is awarded, Gunnison County supports the completion of the project.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE GUNNISON COUNTY BOARD OF COMMISSIONERS THAT:

1. The Gunnison County Board of Commissioners authorizes submittal of the application and has appropriated matching funds for a grant with the State of Colorado.
2. If the grant is awarded, the Gunnison County Board of Commissioners strongly supports the fulfillment of the project.
3. The Gunnison County Board of Commissioners authorizes the expenditure of funds necessary to meet the terms and obligations of any Grant awarded.
4. If the grant is awarded, the Gunnison County Board of Commissioners hereby authorizes the designated Official to sign the grant agreement with the State of Colorado.

THIS RESOLUTION AND THE APPROVAL GRANTED HEREBY shall not be effective unless and until a copy is recorded in the Office of the Clerk and Recorder of Gunnison County.

INTRODUCED by Commissioner Smith, seconded by Commissioner Puckett Daniels, and adopted on this 16th day of January, 2024.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

Houck -yes; Puckett Daniels – yes; Smith – yes.

DRAFT

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft BOCC Minutes; 2/20/2024

Action Requested: Motion

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

The draft 2/20/2024 BOCC meeting minutes are attached for consideration.

Fiscal Impact:

Submitted by: Katherine Haase **Submitter's Email Address:** khaase@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/15/2024

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 1

Agenda Date: 3/19/2024

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
February 20, 2024

The February 20, 2024 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson
Elizabeth Smith, Vice-Chairperson
Laura Puckett Daniels, Commissioner
Matthew Hoyt, County Attorney
Matthew Birnie, County Manager
Katherine Haase, Deputy County Clerk
Others Present as Listed in Text

CALL TO ORDER: Chairperson Houck called the meeting to order at 8:31 am.

AGENDA REVIEW: There were no changes made to the agenda.

MINUTES APPROVAL: **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the minutes for the October 13, 2023 special meeting and the October 17, 2023 regular meeting. Motion carried unanimously.

1. October 13, 2023 Special Meeting
2. October 17, 2023 Regular Meeting

SCHEDULING: The Upcoming Meetings Schedule was discussed and updated. M&M is on the 8th.

CONSENT AGENDA: Commissioner Puckett Daniels requested additional information on #16, so it was pulled from the Consent Agenda until later in the meeting. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the Consent Agenda, with the exception of #16, which will be discussed later in the meeting. Motion carried unanimously.

1. Acknowledgement of Sustainable Tourism and Outdoor Recreation (STOR) Committee Appointment; Gunnison County Metropolitan Recreation District (MetRec); Derrick Nehrenberg
2. 2024-2025 Veterans Assistant Grant Application; Colorado Department of Military and Veteran Affairs
3. Amendment to Intergovernmental Agreement for Winter Road Maintenance; Town of Pitkin; November 1, 2023 to May 31, 2024
4. Acknowledgement of the Gunnison Basin Sage-grouse Strategic Committee Appointments; Colorado Parks and Wildlife; Nathan Seward as a Regular Member and Brandon Diamond as an Alternate Member
5. Acknowledgement of Sustainable Tourism and Outdoor Recreation (STOR) Committee Appointment; Town of Crested Butte; Ian Billick
6. Acknowledgement of Sustainable Tourism and Outdoor Recreation (STOR) Committee Nomination; Crested Butte Mountain Resort; Steven Duke
7. Acknowledgement of Sustainable Tourism and Outdoor Recreation (STOR) Committee Nomination; Gunnison County Stockgrowers Association, Inc.; Steve Guerrieri
8. Contract Amendment #3; Department of Health Care Policy and Financing; Contract number 2021CMIP026; Contract Expiration Date June 30, 2024; $82,899.31
9. Colorado Parks and Wildlife; Impact Assistance Grant Application; $15,199.95
10. Colorado Department of Human Services; Family First Transition Act Funds Application; Gunnison County Juvenile Services; $249,726
11. Intergovernmental Agreement Exchange of Road Maintenance Responsibilities; County of Montrose; 2024-2026
12. Memorandum of Understanding between partners in support of the Gunnison Basin Cheatgrass Implementation Project
13. Submittal Letter for Application for Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program; US Department of Transportation
14. Support of Application for Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program; US Department of Transportation
15. Acknowledgement of County Manager's Signature; Mutual Release and Settlement Agreement; Blue Mesa Baptist Church and Bryon Roberts
16. Contract for Services, Memorandum of Agreement, Community Non-Profits; Town of Mt. Crested Butte and Gunnison County Substance Abuse Prevention Project; January 1, 2024 to December 31, 2024; $4,000
17. Gunnison Conservation District; County Aid Agreement; January 1, 2024 to December 31, 2024; $8000
18. Gunnison Country Food Pantry County Aid Agreement; January 1, 2024 to December 31, 2024; $12,000
19. Project Hope of Gunnison Valley; County Aid Agreement; January 1, 2024 to December 31, 2024; $10,500
20. Safe Ride of Gunnison, Inc; County Aid Agreement; January 1, 2024 to December 31, 2024; $4,000
21. Six Points Evaluation and Training, Inc; County Aid Agreement; January 1, 2024 to December 31, 2024; $12,000

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22. Gunnison Valley Animal Welfare League; County Aid Agreement; January 1, 2024 to December 31, 2024; $10,500
23. Gunnison Valley Health Foundation; County Aid Agreement; January 1, 2024 to December 31, 2024; $11.500
24. Acknowledgement of County Manager Signature; KLJ Engineering; Professional Service Agreement; February 16, 2024 to December 31, 2024; $60,850

COUNTY MANAGER'S REPORTS:

1. Whetstone Project Update. CM Birnie indicated that there will be changes to the Whetstone timeline. CM Birnie will provide more information later, though he said he's hopeful for a grant extension. Commissioner Smith asked if other awardees are asking for an extension as well. CM Birnie said he is unaware of others due to having been subcontracted with a federal deadline, but he imagines that all applications will be in this situation due to the grant being awarded nearly a year ago, yet we still do not have the State contract.
2. Draft Gunnison County Strategic Plan. CM Birnie stated that staff is working on a draft of the strategic plan, and it should be available within the next few weeks.

VOUCHERS AND TRANSFERS APPROVAL: Chief Financial Officer Perry Solheim presented the voucher approval report dated February 20, 2024 and the cash transfer authorization dated January 2024 for discussion and approval. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the vouchers in the amount of $4,801,028.36. Motion carried unanimously. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the cash transfer in the amount of $11,610,281.98. Motion carried unanimously.

TREASURER'S MONTHLY REPORT: County Treasurer Debbie Dunbar presented the January 2024 Treasurer's report and an investment report dated January 31, 2024 for discussion and acceptance. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to accept the Treasurer's Report and authorize the Chairperson's signature on the report. Motion carried unanimously.

PULLED FOR FURTHER DISCUSSION:

1. Consent Agenda Item #16: Contract for Services, Memorandum of Agreement, Community Non-Profits; Town of Mt. Crested Butte and Gunnison County Substance Abuse Prevention Project; January 1, 2024 to December 31, 2024; $4,000 - CA Hoyt informed the board of the standards when creating a contract, and that the Board has flexibility with the governmental immunity portion. This contract was neither controversial nor for a tremendous amount. Commissioner Puckett Daniels stated that, assuming this is for a non-profit, this is the standard contract given with governmental immunity not normally stated. CA Hoyt said it is not optimal to have a contract that doesn't acknowledge both parties as governments. CM Birnie noted that the Board has accepted this language in the past, and he doesn't see a true risk to the County. ACM Reynolds didn't have anything to add to the discussion. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the contract for services in the amount of $4,000. Motion carried unanimously.

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO PERTAINING TO OPEN FIRE BANS AND THE IMPOSITION OF FIRE RESTRICTION STAGES AND EXEMPTIONS: Emergency Manager Scott Morrill was present for discussion.

EM Morrill indicated that no changes were proposed from last year's resolution, and that this resolution is simply a delegation of authority to the County Sheriff. CA Hoyt noted that this includes a provision for the Sheriff to inform the Board of any instituted fire restriction within three business days, and the Board will be asked to ratify the imposition of the fire restriction. Moved by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve Resolution #2024-8, A Resolution of the Board of County Commissioners of Gunnison County, Colorado Pertaining to Open Fire Bans and the Imposition of Fire Restriction Stages and Exemptions. Motion carried unanimously.

UNSCHEDULED PUBLIC COMMENT:

1. Betty Barkman and Husband Jared Heal - On March 10, 2021, Ms. Barkman's sister passed away. She filed a report with the Sheriff's Office within a month after her sister's death, due to what she felt were suspicious circumstances. Ms. Barkman then asked for the Board to facilitate an impartial investigation with CBI and provided her own documents gathered during her investigation. She stated that Gunnison County employees allowed a marriage certificate to happen six days before her sister's death, while she feels her sister was incapable of making that decision at that time. Commissioner Smith apologized for her loss and asked Commissioner Houck and CA Hoyt for input due to the Sheriff being an independently elected official. DCA San Filippo-Rosser stated that there was a probate case, and the County wasn't named as a party in that, per his knowledge. CA Hoyt clarified that in the probate case there were allegations that the County Attorney's Office and Clerk's Office colluded with other parties but was never found culpable. DCA San Filippo-Rosser believes this was resolved at the District Court level months ago. CA Hoyt recommended that they discuss it with the Sheriff or District Attorney. Commissioner Puckett Daniels stated that they will read the documents given and will circle back with Ms. Barkman.

COMMISSIONER ITEMS:

Commissioner Smith:

1. Southwest Colorado Opioid Regional Council. Commissioner Smith stated that the Council is moving forward and was able to award almost $500,000 in grants last week, which is a big success. Another grant specifically for the Gunnison area was passed with contingencies, and they are currently working through those. They are also inviting back another proposal for clarification, in which more settlement dollars may be awarded. Gunnison Valley Mentors was one of the beneficiaries. They are also working toward a data infrastructure system with the Attorney General's Office and hope to have a Request for Proposal by mid-May.
2. Cheatgrass. Commissioner Smith met with Sonja Chavez from the Upper Gunnison River Water Conservation District and other representatives to discuss moving forward with cheatgrass-related grant applications and contracts with Petar Simic. She noted that Petar's contract may need to be updated, and she plans to ask CM Birnie for input.
3. Colorado Counties, Inc. Steering Committees. Commissioner Smith stated that there are CCI meetings this week in Denver, as well as a Counties & Commissioners Acting Together all-member meeting on Thursday. Short-term rentals have been discussed, and amendments are being negotiated. Overall, the issue is moving in a generally positive direction. Commissioner Puckett Daniels stated that she listened in on the meeting last Friday and has concerns about the wildfire bill as she believes it is problematic. Commissioner Smith agreed.

Commissioner Puckett Daniels:

1. Skate Ski Clinic. Commissioner Puckett Daniels taught this recent clinic, which had five County employees in attendance. She stated that it was a lot of fun, and it was the highlight of her week.
2. One Valley Leadership Council Branding Task Force. Commissioner Puckett Daniels participated in a meeting last week, during which the participants discussed starting a communications campaign. She described it as interesting and noted some products will be coming to the Board for review.
3. Gunnison Valley Regional Transportation Authority. Commissioner Puckett Daniels and Commissioner Smith participated in an RTA meeting last week. The strategic planning consultants will be here in March for surveys and outreach. The surveys will be completed in English and Spanish.
4. Gunnison Valley Regional Housing Authority. Commissioner Puckett Daniels attended the monthly board meeting last week, during which there was productive discussion about strategic planning and growing the capacity of the Housing Authority. She is pleased with the consultants, and a new Executive Director could be here as soon as April.

Commissioner Houck:

1. Drought Contingency Task Force. Commissioner Houck represented the County last week in collaboration with the Upper Gunnison River Water Conservation District and things are moving forward.
2. Gunnison Outdoor Resource Protection Act. Commissioner Houck is working with Senator Bennet's team with some forestry language and is hoping for introduction of the GORP Act this year.
3. Bureau of Land Management. Commissioner Houck stated that the BLM recently released grazing management guidelines associated with the RMP and EIS process. He and consultant Jim Cochran were able to discuss and collaborate with Delta County Administrator Robbie LeValley. He will work with the County Attorney's Office to format comments.
4. U.S. Forest Service Objection Hearings. Commissioner Houck and CA Hoyt will participate this week. This should be the last step in the year-long process. He and CA Hoyt have bundled objections to be heard by the hearing officer.
5. Planning Commission. All three commissioners attended this joint meeting last week.
6. Silver Spot Butterfly. Commissioner Houck informed the Board that this species is now listed as threatened. Despite being acknowledged as a cooperating agency, the U.S. Fish and Wildlife Service didn't reach out with the information, because the USFWS does not believe the species is present in the Gunnison Basin, even though it can live in elevations up to 8,300 feet. He relayed to the USFWS that Gunnison County will expect correspondence, even if the species isn't thought to occur here, just to make sure that we can evaluate the issue. He will seek further information with CA Hoyt.

ADJOURN: Commissioner Houck adjourned the meeting at 9:27 am.

_____
Jonathan Houck, Chairperson

_____
Elizabeth Smith, Vice-Chairperson

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_____
Laura Puckett Daniels, Commissioner

Minutes Prepared By:

_____
Katherine Haase, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES

BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO. 24-8

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO PERTAINING TO OPEN FIRE BANS AND THE IMPOSITION OF FIRE RESTRICTION STAGES AND EXEMPTIONS

WHEREAS, the Board of County Commissioners of Gunnison County ("Board"), pursuant to C.R.S. §§ 30-11-101(2) and 30-15-401, et seq. has the general enabling power to adopt ordinances, resolutions, rules and other regulations as may be necessary for the control or licensing of those matters of purely local concern, and to do all acts which may be necessary or expedient to promote the health and welfare of the residents and visitors of Gunnison County ("County"); and

WHEREAS, the Board may adopt ordinances to ban open fires and impose fire restriction stages within those portions of the unincorporated areas of the County where the danger of forest or grass fires is found to be high, pursuant to C.R.S. § 30-15-401(1)(n.5); and

WHEREAS, the Board is authorized to prohibit the sale, use, and possession of fireworks, including permissible fireworks, within those portions of the unincorporated areas of the County, pursuant to C.R.S. § 30-15-401(1)(n.7); and

WHEREAS, the Board passed Ordinance Nos. 8a, 14, 16, and 20 relating to fire bans and fire restrictions, including penalties for the violation of those Ordinances; and

WHEREAS, the Board acknowledges that from time-to-time fire conditions resulting from extended hot, dry and windy weather in the area make it prudent to impose restrictions on open fires, open burning and sale, use and possession of fireworks in order to reduce the danger of wildfire in the unincorporated areas of the County; and

WHEREAS, the Board specifically finds that in certain high fire-danger conditions such restrictions are in the best interests of the residents and visitors of the County in order to preserve the health, safety and welfare of the residents and visitors; and

WHEREAS, the Gunnison County Sheriff ("Sheriff") is authorized pursuant to C.R.S. §§ 30-10-512 and 30-10-513 to act as fire warden of the County and is responsible for coordination of fire suppression efforts in case of prairie, forest or wildland fires or wildfires occurring in unincorporated areas of the County outside the boundaries of a fire protection district or that exceed the capabilities of the fire protection district to control; and

WHEREAS, the Board believes that the Sheriff, as fire warden, is the appropriate person, using their expertise and discretion along with established fire restriction evaluation guidelines, and in consultation with local Fire Chiefs, State and Federal land management agencies, and State and Federal fire suppression authorities, to determine whether a restriction of open fires, open burning and use of fireworks should be implemented or elevated in times of extreme fire danger or suspended during times of decreased fire danger;

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison Colorado, that:

1. The Sheriff or their designee shall have the authority, in collaboration with local Fire Chiefs, State and Federal land management agencies, and State and Federal fire suppression authorities to declare Stage I or Stage II Restrictions regarding open fire, open burning or the sale, use or possession of fireworks, whenever the danger of forest or grass fires is found to be high and without the need for further proceedings or resolution ("Restrictions"). The Sheriff or their designee shall also have the authority to rescind those Restrictions when he or she determines it is appropriate considering the current fire danger.
    a. Stage I Restrictions shall allow the Sheriff to impose the following prohibitions:
        i. Building, maintaining, attending or using a fire, campfire or stove fire, including but not limited to agricultural and the burning of trash or debris, except:
            1) Building, maintaining, attending or using a fire in constructed, permanent fire pits or fire grates within developed recreation sites;
            2) Fires fueled by gas, jellied petroleum, or pressurized liquid fuel; or
            3) Fires burned in portable chimineas, fire pits and tiki torches wholly on or within private property.
        ii. Smoking, except:
            1) within an enclosed vehicle or building; or
            2) in a developed recreation site or while stopped in an area at least three feet (3') in diameter that is barren or clear of all flammable materials.
        iii. Restrictions or prohibitions on the sale, use and possession of fireworks pursuant to C.R.S. § 30-15-401(1)(n.7).
        iv. Using explosives, including but not limited to fuses or blasting caps, model rockets, exploding targets, tracer bullets or incendiary rounds.
        v. Welding or operating acetylene or other torch with open flame except in cleared areas of at least 10 feet (10') in diameter and in possession of a chemical pressurized fire extinguisher with a minimum rating of 2A.
        vi. Operating or using internal or external combustion engine without a spark arresting device properly installed, maintained and in effective working order.
    b. Stage II Restrictions shall allow the Sheriff to impose the following prohibitions:
        i. Building, maintaining, attending or using a fire, campfire or stove fire including but not limited to:
            1) Agricultural burning and the burning of trash or debris;
            2) Maintaining, attending or using a fire in constructed, permanent fire pits or fire grates within developed recreation sites;
            3) Fires fueled by gas, jellied petroleum, or pressurized liquid fuel, except that devices using pressurized liquid fuel or gas (e.g., stoves, grills or lanterns and shut-off valves are allowed when used at least three (3') or more from flammable material such as grasses or pine needles; and
            4) Fires burned in portable chimineas, fire pits and tiki torches.
        ii. Smoking, except within an enclosed vehicle or building.
        iii. Restrictions or prohibitions on the sale, use and possession of fireworks pursuant to C.R.S. § 30-15-401(1)(n.7).
        iv. Operating a chainsaw or other equipment powered by an internal combustion engine without a USDA or SAE approved spark arrester properly installed and in effective working order, a chemical pressurized fire extinguisher with a minimum rating of 2A kept with the operator, and round point shovel with an overall length of at least 35 inches (35") readily available for use.
        v. Welding, operating a torch with open flame, or any activities which generate flame or flammable material.
        vi. Using explosives, including but not limited to fuses or blasting caps, model rockets, exploding targets, tracer bullets or incendiary rounds.
        vii. Operating or using internal or external combustion engine without a spark arresting device properly installed, maintained and in effective working order.
        viii. Possessing or using a motor vehicle off established roads, motorized trails or established paring areas, except when parking in an area devoid of vegetation within ten feet (10') of the vehicle.
    c. Stage III Restrictions may only be imposed by the Board by duly adopted Resolution or Ordinance.
2. Any declaration by the Sheriff or their designee of Restrictions shall specify the Stage level, parameters, and the duration of the Restrictions as deemed necessary and appropriate. The Sheriff or their designee shall promptly coordinate notification to the public through press release(s) to local radio and print media, as well as posting on the County Internet Website and County Sheriff's Office Facebook page. Likewise, when conditions indicate a reduction or the suspension of Restrictions, the same notification to the public shall occur.
3. No less than three (3) business days after imposing or suspending any Restriction pursuant to this Resolution, the Sheriff shall present, for ratification by the Board, a written summary of the competent evidence and recommendations that are or were the basis of the decision to impose or suspend the Restriction. Notwithstanding the above, the Sheriff will engage in all reasonable efforts to immediately notify the members of the Board, the County Manager and the County Attorney regarding the imposition, modification or lifting of any Restrictions.

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4. Nothing in this Resolution shall be construed to allow the burning or combustion of any material or any burning or fire activity otherwise prohibited by law.
5. The Sheriff or their designee shall consult with various state and federal land management agencies and obtain their recommendation prior to the Sheriff imposing or suspending any Restrictions. Recommendations shall be made pursuant to Fire Restriction Evaluation Guidelines as currently used by such agencies to evaluate the indicators that predict fire danger. Upon any implementation or suspension of Restrictions, the Sheriff or their designee shall coordinate and cooperate with these agencies to enforce the Restrictions.
6. This Resolution shall be enforced by the Sheriff or their designee, through his Deputies, the Fire Chief or their designee of any fire protection district or administering agencies of the state and federal lands located therein, and they shall have authority to order any person to immediately cease any violation of this Resolution. This shall include the right to issue a penalty assessment notice and the right to take such person or persons violating this Resolution into temporary custody.
7. Pursuant to Ordinance No. 20, any person who violates this Resolution commits a civil infraction and, upon conviction thereof, shall be punished by a fine of not more than one thousand dollars for each separate offense. The penalty assessment procedure provided in C.R.S. § 16-2-201, as amended, may be followed by any arresting law enforcement officer for any such violation. That penalty assessment procedure shall provide for a fine of five hundred dollars ($500.00) for each separate offense and a fine of one thousand dollars ($1,000.00) for any repeat offense by the same individual. Pursuant to C.R.S. § 30-15-402(2)(a), in addition to the foregoing penalties, persons convicted of a violation of this Resolution are subject to a surcharge of ten dollars ($10.00) to be paid to the clerk of the Gunnison County Court by the defendant, as well as any other penalties or surcharges set forth in C.R.S. § 30-15-402, as amended, or as otherwise provided by law.
8. If any section, subsection, clause or sentence of this Resolution is judged by a court of competent jurisdiction to be invalid, such invalidity shall not affect, impair or invalidate any other provisions of this Resolution which can be given effect without the invalid provision.
9. The Board hereby finds, determines and declares that this Resolution is necessary for the immediate preservation and protection of the health, safety and welfare of the citizens of Gunnison County, Colorado because of the high danger of forest or wildland fires occurring in all unincorporated areas of the County. This Resolution shall take effect immediately upon adoption and remain in full force and effect until midnight Mountain Time, December 31, 2023 at which point this Resolution shall expire and no longer remain in effect, or until rescinded by subsequent Resolution or Ordinance adopted by the Board, whichever first occurs.

INTRODUCED by Commissioner Puckett Daniels, seconded by Commissioner Smith, and adopted this 20th day of February 2024.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

Houck – yes; Puckett Daniels – yes; Smith – yes.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Draft BOCC Minutes; 3/5/2024

Action Requested: Motion

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

The draft 3/5/2024 BOCC meeting minutes

Fiscal Impact:

Submitted by: Holly Perry **Submitter's Email Address:** hperry@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/12/2024

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 1

Agenda Date: 3/19/2024

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
March 5, 2024

The March 5, 2024 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson
Elizabeth Smith, Vice-Chairperson
Laura Puckett Daniels, Commissioner
Matthew Hoyt, County Attorney
Matthew Birnie, County Manager
Holly Perry, Deputy County Clerk
Others Present as Listed in Text

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT MEETING:

CALL TO ORDER: Chairperson Houck called the meeting to order at 8:30 am.

CONSENT AGENDA: **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the consent agenda. Motion carried unanimously.

1. Marble Crystal River Chamber of Commerce; January 1, 2024 to December 31, 2024; $30,000

ADJOURN: Commissioner Houck adjourned the Gunnison River Valley Local Marketing District Meeting at 8:31 am.

GUNNISON COUNTY BOARD OF EQUALIZATION MEETING:

CALL TO ORDER: Chairperson Houck called the meeting to order at 8:31 am.

MINUTES APPROVAL: **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the minutes for the August 22, 2023, October 31, 2023, November 7, 2023, and December 19, 2023 meetings with the corrections noted on the record. Motion carried unanimously.

1. August 22, 2023
2. October 31, 2023
    a. On page 1 in the first paragraph that states "Commissioner Smith noted opined", and Commissioner Smith would like it to say "noted."
    b. On page 1 at the end of paragraph 2, "or denial" was written twice. (Note: This was later determined to be correct, and no modification was needed.)
3. November 7, 2023
4. December 19, 2023

ADJOURN: Commissioner Houck adjourned the Gunnison County Board of Equalization meeting at 8:34 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Chairperson Houck called the meeting to order at 8:34 am.

AGENDA REVIEW: There were no changes made to the agenda.

MINUTES APPROVAL: **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the minutes for the November 7, 2023 Regular Meeting with corrections and additions noted. Motion carried unanimously.

1. November 7, 2023 Regular Meeting
    a. Commissioner Smith noted on page 3 under her commissioner items number 5 stated Southwest Opioid Regional Council and it needs to be Southwest Colorado Opioid Regional Council (SWCORC). Also, on page 5 item d, "the" needs to change to "he" in "…these codes will not substantially change what the does…".
    b. Commissioner Puckett Daniels stated on page 3 under her commissioner items number 2c "Commissioner Smith volunteered" and it needs to be changed to "Commissioner Puckett Daniels".

SCHEDULING: The Upcoming Meetings Schedule was discussed and updated. Commissioner Houck will not be in attendance on March 12th. Commissioner Smith will be participating virtually on April 2nd.

CONSENT AGENDA: **Moved** by Commissioner Smith, seconded Commissioner Puckett Daniels to approve the consent agenda. Motion carried unanimously.

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1. Acknowledgement of Gunnison Basin Sage-grouse Strategic Committee Appointment; U.S. Fish and Wildlife Service; Whit Blair as a Regular Member and Nathan Darnell as an Alternate Member
2. Department of Local Affairs (DOLA); Summary of Small Dollar Grant Award Terms and Conditions; DLG Portal Number EIAF-A00284; $25,000
3. Contract Amendment #7; Colorado Department of Public Heath and Environment; Contract number 2020*0248; Contract Expiration June 30, 2024; Additional $40,000
4. Colorado Department of Early Childhood; Statement of Work; July 1, 2024 to June 30, 2025; $83,955
5. State of Colorado, Office of the Governor, Colorado Energy Office; Grant Awards; POGG, EFAA, 202400003079, February 12, 2024 to December 31, 2024, $90,000; POGG1, EFAA,202400003044, February 2, 2024 to December 31, 2024, $61,500
6. DELETED: ~~Acknowledgement of Gunnison Basin Sage-grouse Strategic Committee Nomination; Western Colorado University; Pat Magee as an Alternate Member~~
7. Acknowledgment of Sustainable Tourism and Outdoor Recreation (STOR) Committee Appointment; Colorado Parks and Wildlife; Brandon Diamond
8. Acknowledgment of Sustainable Tourism and Outdoor Recreation (STOR) Committee Appointment; Town of Mt. Crested Butte; Roman Kolodziej
9. Acknowledgement of Gunnison Basin Sage-grouse Strategic Committee Appointment; National Park Service; Theresa Childers as a Regular Member and Brinnen Carter as an Alternate Member
10. Acknowledgement of Gunnison Basin Sage-grouse Strategic Committee Appointment; Bureau of Land Management; Jon F. Kaminsky as a Regular Member and Kathy Brodhead as an Alternate Member
11. Colorado Department of Law; Opioid Response Strategic Impact Grant; $1,000,000

BOARDS AND COMMISSIONS DISCUSSION:

Commissioner Houck asked CM Birnie for input. CM Birnie stated on boards such as Gunnison Basin Sage-grouse Strategic Committee and Historic Preservation Commission some members' terms expire before new appointments will be made. He doesn't think it'll pose a huge quorum issue and it is up to the discretion of the Board through Resolution 2024-7 if they would like to extend the terms until the reappointment date of March 19th, 2024. CM Birnie also asked the Board to give information to his staff regarding the interviewing and appointing process. **Moved** by Commissioner Smith, and seconded by Commissioner Puckett Daniels to extend the currently occupied seats that are not reappointed until March 19th, 2024.

Commissioner Houck asked for CA Hoyt's input regarding stating specific seats or being a blanket extension, which CA Hoyt recommended an amended motion for clarification.

Moved by Commissioner Smith, seconded by Commissioner Puckett Daniels as an amended motion extension of terms for the Public At-Large Alternate Member, Development At-Large Regular Member, Saguache County Regular Member and Alternate Member, Research and Education At-Large Regular Member and Alternate Member, and the Gunnison County Stockgrowers Association Regular Member and Alternate Member for Gunnison Basin Sage-grouse Strategic Committee. Motion carried unanimously.

Commissioner Smith referred to item number 3a on Resolution 2024-7 and Commissioner Houck asked CA Hoyt for interpretation on language flexibility. CA Hoyt recommended an amended resolution to add additional flexibility. Commissioner Smith added that she would also like item number 2a to include social media for broader applications on the amended resolution.

A RESOLUTION AUTHORIZING TEMPORARY SEASONAL CLOSURE AND WEIGHT RESTRICTION FOR A PORTION OF COUNTY ROAD 38 ALSO KNOWN AS GOLD BASIN ROAD: Assistant County Manager for Public Works Martin Schmidt was present for discussion.

ACM Schmidt informed the Board that road maintenance is difficult due to both roads being in drainages and thawing at different rates. The weight restriction is meant to bridge the gap between winter and summer to help the roads be more stable. A gate is present on County Road 38 with a combination given to residents to limit traffic. ACM Schmidt changed the term closure to be up to 90 days based on weather instead of specific dates. Public notice will be given once a decision is made to residents as well as Saguache County. ACM Schmidt noted that it only affects those with larger vehicles not the normal homeowner. Commissioner Puckett Daniels inquired about the amount of notice given, and CA Hoyt noted that notice isn't legally required, only a courtesy. ACM Schmidt stated that optimally a week's notice is given. **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve Resolution No. 2024-9 A Resolution Authorizing Temporary Seasonal Closure and Weight Restriction for A Portion of County Road 38 Also Known as Gold Basin Road. Motion carried unanimously.

A RESOLUTION AUTHORIZING TEMPORARY WEIGHT RESTRICTION FOR A PORTION OF COUNTY ROAD 734 ALSO KNOWN AS SLATE RIVER ROAD: ACM Schmidt was present for discussion.

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ACM Schmidt stated in the previous resolution discussion that the main difference between the two roads is County Road 38 has a gate, and Slate River Road does not. **Moved** by Commissioner Puckett Daniel, seconded by Commissioner Smith to approve Resolution No. 2024-10 A Resolution Authorizing Temporary Weight Restriction for A Portion of County Road 734 Also Known as Slate River Road. Motion carried unanimously.

RARE EARTH SCIENCE; BASELINE DOCUMENTATION SUPPLEMENT; RIDGELINE PROPERTY CONSERVATION EASEMENT; 2024: ACM Schmidt was present for discussion.

ACM Schmidt explained that Gunnison County is the landowner, but Crested Butte Land Trust manages the property. The property documentation was found insufficient for current baseline documentation and as the owner Gunnison County needs to sign the easement for Crested Butte Land Trust. CA Hoyt stated there was nothing in the report that would harm the County's interest. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve and accept the Baseline Documentation Supplement for the Ridgeline Property Conservation Easement and authorize the Chair's signature. Motion carried unanimously.

GUNNISON VALLEY LAND PRESERVATION FUND, GRANT AGREEMENT; AVLT'S MARBLE BASECAMP; $100,000: Assistant County Manager for Operations and Sustainability John Cattles, and Aspen Valley Land Trust (AVLT) Stewardship Director Bud Tymczyszyn and Conservation Director Erin Quinn from were present via zoom for discussion.

Mr. Tymczyszyn stated that AVLT would like to purchase and protect the 43-acre Colorado Outward Bound property and the 80-acre Back 80 adjacent property to create 170 protected acres for Outdoor Education. Commissioner Houck, Commissioner Smith, and Commissioner Puckett Daniels stated their support of the project. Commissioner Puckett Daniels asked about the strip of Forest Service land between the properties that is public land. AVLT does not intend to purchase it but may if the opportunity arises. **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve funding from the Gunnison Valley Land Preservation Fund in the amount of $100,000 for the support of the conservation easement for the former Outward Bound property and 80-acre addition to the Aspen Valley Land Trust Marble Basecamp youth educational campus and execute the grant agreement. Motion carried unanimously.

GUNNISON VALLEY LAND PRESERVATION FUND, GRANT AGREEMENT; HIGHER GROUND; $150,000: ACM Cattles and Trust for Public Lands representatives Starr Woods and Wade Shelton were present via zoom for discussion.

Mr. Shelton stated that Higher Ground intersects Montrose, Delta, and Gunnison Counties. Trust for Public Land and Higher Ground has put together almost $4,000,000 in funding from all entities for conservation work in the area. Ms. Woods stated Trust for Public Land has their Mineral Assessment Report, Title Commitment, and Baseline Report for this project. Commissioner Puckett Daniels inquired about the Forest Legacy program. Ms. Woods stated that Forest Legacy is from the U.S. Forest Service that funds conservation easements for properties with at least 75% forested land. She hopes Higher Ground is a catalyst for other conservationists and land trust projects in the area. **Moved** by Commissioner Smith, seconded Commissioner Puckett Daniels to approve the Grant Agreement for Higher Ground Ranch in the amount of $150,000 from the Gunnison Valley Land Preservation Fund. Motion carried unanimously.

UNSCHEDULED PUBLIC COMMENT:

1. Betty Barkman and Jared Heal – Ms. Barkman asked for an update on the information she provided two weeks ago. Commissioner Houck stated he feels uncomfortable inputting opinion and doesn't believe it's within scope of work or in their responsibilities for the commissioners. Commissioner Puckett Daniels is not comfortable making a statement and having not adequately reviewed the information given. Commissioner Smith stated the Board doesn't typically engage with these types of matters that don't directly affect the County and encouraged other avenues. Ms. Barkman asked for impartial investigation. Commissioner Houck informed Ms. Barkman that the Board can't override another elected official. CA Hoyt said the court process was completed and it hasn't been appealed. Commissioner Houck recommended to them to pursue other avenues. Jared Heal asked for the Board to have an internal investigation of the County.
2. Jeff Hurd – Mr. Hurd is a candidate for the 3rd Congressional District. Mr. Hurd wished to introduce himself to the Gunnison County Commissioners and noted if elected he intends to be a partner with the Board.

COMMISSIONER ITEMS:

Commissioner Smith:

1. Crystal River Steering Committee – Commissioner Smith attended the final facilitated meeting last week. A subcommittee that Commissioner Smith is a part of is moving forward with an IGA to prevent out-of-basin diversions and dams. Another subcommittee is looking into senior water rights. A third subcommittee is pursuing what a wild and scenic designation for the Crystal would look like. The community has some concerns and Commissioner Smith hopes that the

concrete work from the committee will help ease their concerns. The committee meets in person biannually, but Commissioner Smith will continue to focus on the IGA.

2. Legislative Issues – Commissioner Smith states there have been construction defects that have been a main topic of discussion. There are three different legislations from three different places and all the organizations are pursuing amendments. She doesn't think they are headed in a harmful direction.
   a. Home sales bill – Commissioner Smith will be testifying for a bill that requires Wildland Urban Interface (WUI) mitigation for wildfire in communities that have already implemented that. She will be opposing it.

Commissioner Puckett-Daniels:

1. Gunnison Valley Regional Housing Authority – The Executive Director candidates are in town this evening and tomorrow for finalist interviews. There will be County perspectives on candidates going forward.

Commissioner Houck:

1. Gunnison Sage-grouse Resource Management Project – Commissioner Houck has been touching base with BLM Field Manager Jon Kaminsky. The BLM has been receptive with issues presented.
2. Annual Taylor Park Adaptive Management Group (TPAMG) Meeting – Commissioner Houck participated in the meeting. The TPAMG has been using some of the same strategies as the Spruce Beetle Epidemic & Aspen Decline Management Response (SBEADMR) projects to address issues within Taylor Park. There will be a combo public hearing on Thursday.
3. U.S. Forest Service Objection Hearings – Commissioner Houck and CA Hoyt participated and provided information for their consideration. There were concerns about the requests for additional data and background research potentially delaying the final ruling, but Commissioner Houck stated Gunnison County would rather wait and get it right.
4. White River National Forest Planning Process (WRNF) – CA Hoyt indicated that the WRNF would begin a planning process soon, and he intends to recommend that Gunnison County become a participating agency. Commissioner Houck would also for the Town of Marble, as a Municipal Government, to get a seat at the table as a cooperating agency, and he suggested that the Board reach out to the Marble Town Council members to share related information.

ADJOURN: Commissioner Houck adjourned the meeting at 10:05 am.

_____
Jonathan Houck, Chairperson

_____
Elizabeth Smith, Vice-Chairperson

_____
Laura Puckett Daniels, Commissioner

Minutes Prepared By:

_____
Holly Perry, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO
RESOLUTION NO. 24-9

DRAFT

A RESOLUTION AUTHORIZING TEMPORARY SEASONAL CLOSURE AND WEIGHT RESTRICTION FOR A PORTION OF COUNTY ROAD 38 ALSO KNOWN AS GOLD BASIN ROAD

WHEREAS, the Board of County Commissioners of the County of Gunnison, Colorado, (hereinafter the "Board") has the legal authority to regulate and control the use of certain highways and roads in Gunnison County, Colorado; and

WHEREAS, pursuant to C.R.S. § 42-4-111 (1)(v) and C.R.S. §18-9-117(1)(b),(c), and (f) the Board has the authority to adopt temporary regulations as may be necessary to cover special conditions; and

WHEREAS, Colo. Rev. Stat.§§ 42-1-102(43) and 42-4-106 authorize Gunnison County to prohibit the operation of identified vehicles on any road open to use of the public for purposes of vehicular travel for a total period not to exceed ninety (90) days in any one calendar year, whenever roads within the County will be seriously damaged due to the use of certain vehicles;

WHEREAS, as a result of the winter thaw there is a certain portion of County Road 38 also known as Gold Basin Road (hereinafter "County Road 38"), that has deteriorated and there is resource damage; and

WHEREAS, that certain portion of County Road 38 that has deteriorated is located beyond the end of the asphalt beginning at the parking area known as "Bambi Parking Area" south to the Saguache County line; and

WHEREAS, to prevent further resource damage and deterioration of that portion of County Road 38, a temporary closure to the public and weight restriction to all users has been recommended during winter thaw and spring runoff; and

WHEREAS, the Board acknowledges that it is necessary that property owner(s) and occupant(s) of adjacent lands are able to access their land; and

WHEREAS, adjacent property owner(s) and occupant(s) of adjacent lands shall be exempt from the closure of that portion of County Road 38. HOWEVER, those adjacent property owner(s) and occupant(s) of adjacent lands shall be subject to the road weight restriction of a ten (10) ton load limit per vehicle for that portion of County Road 38; and
WHEREAS, closure of County Road 38 will not adversely affect health and safety nor will it cause substantial injury to the owner(s) or occupant(s) of adjacent land(s); and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado, that a certain portion of County Road 38 located beyond the end of the asphalt beginning at the parking area known as "Bambi Parking Area" south to the Saguache County line shall be and hereby is temporarily closed to the public, with an exception for adjacent property owner(s) and occupant(s) of adjacent lands AND be it further resolved that County Road 38 shall have a 10 ton weight restriction imposed on that portion of County Road 38 during the spring season as determined by the Assistant County Manager for Public Works, not to exceed 90 days in a calendar year.

INTRODUCED by Commissioner Smith, seconded by Commissioner Puckett Daniels, and adopted this 5th day of March, 2024.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

Houck – yes; Puckett Daniels – yes; Smith – yes.

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO. 24-10

A RESOLUTION AUTHORIZING TEMPORARY WEIGHT RESTRICTION FOR A PORTION OF COUNTY ROAD 734 ALSO KNOWN AS SLATE RIVER ROAD

WHEREAS, the Board of County Commissioners of the County of Gunnison, Colorado, (hereinafter the "Board") has the legal authority to regulate and control the use of certain highways and roads in Gunnison County, Colorado; and

WHEREAS, pursuant to C.R.S. § 42-4-111 (1)(v) and C.R.S. §18-9-117(1)(b),(c), and (f) the Board has the authority to adopt temporary regulations as may be necessary to cover special conditions; and

DRAFT

WHEREAS, Colo. Rev. Stat.§§ 42-1-102(43) and 42-4-106 authorize Gunnison County to prohibit the operation of identified vehicles on any road open to use of the public for purposes of vehicular travel for a total period not to exceed ninety (90) days in any one calendar year, whenever roads within the County will be seriously damaged due to the use of certain vehicles;

WHEREAS, as a result of the winter thaw there is a certain portion of County Road 734 also known as the Slate River Road (hereinafter "County Road 734"), that has deteriorated and there is resource damage; and

WHEREAS, that portion of County Road 734 that has deteriorated is located from the intersection of CR 734 and CR 317 (Gothic Road) to the end of winter maintenance at the CR 734 trailhead; and

WHEREAS, to prevent further resource damage and deterioration of that portion of County Road 734, a temporary weight restriction has been recommended during winter thaw and spring runoff; and

WHEREAS, those adjacent property owner(s) and occupant(s) of adjacent lands shall be subject to the road weight restrict of a 15 ton load limit per vehicle for that portion of County Road 734; and

WHEREAS, such weight restriction will not adversely affect health and safety nor will it cause substantial injury to the owner(s) or occupant(s) of adjacent land(s); and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado that a certain portion of County Road 734 located from the intersection of CR 734 and CR 317 (Gothic Road) to the end of winter maintenance at the CR 734 trailhead is subject to the road weight restriction of a fifteen (15) ton load limit per vehicle for that portion of County Road 734 during the spring season as determined by the Assistant County Manager for Public Works, not to exceed 90 days in a calendar year.

INTRODUCED by Commissioner Puckett Daniels, seconded by Commissioner Smith, and adopted this 5th day of March, 2024.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

Houck – yes; Puckett Daniels – yes; Smith – yes

DRAFT

Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

Search Results from *3/15/2024 thru 4/30/2024*

Board of County Commissioners

1. **BOCC Regular Meeting**
   March 19, 2024, All Day @ BOCC Boardroom

2. **Continued Joint Public Hearing: LUC-23-00015 Minor Impact Review: Spezze Subdivision**
   March 21, 2024, 11:00 AM @ Planning Commission Room

   The Applicant proposes to subdivide a 7.84-acre parcel (PID 3791-000-00-040) at 3528 CO-114 into two lots, 3-acre Lot 1 and 4.54-acre Lot 2. The Applicant proposes to conserve a 29.72-acre parcel (PID 3791-000-00-039) (Conservation Parcel) to the east of CO-114 with perpetual protective covenants, severing residential development rights and any potential future subdivision. Please click the link below to join the webinar: https://us06web.zoom.us/j/86337231015 Or One tap mobile : +17207072699,,86337231015# US (Denver) +17193594580,,86337231015# US Or Telephone: Dial(for higher quality, dial a number based on your current location): +1 720 707 2699 US (Denver) +1 719 359 4580 US Webinar ID: 863 3723 1015 International numbers available: https://us06web.zoom.us/u/kemkCGVOBo

3. **BOCC Work Session**
   March 26, 2024, All Day @ BOCC Boardroom

4. **BOCC Regular Meeting**
   April 2, 2024, All Day @ BOCC Boardroom

5. **Mayors & Managers Meeting - Hosted by Mt. Crested Butte**
   April 4, 2024, 12:00 PM - 1:30 PM

6. **BOCC Work Session**
   April 9, 2024, All Day @ BOCC Boardroom

7. **BOCC Regular Meeting**
   April 16, 2024, All Day @ BOCC Boardroom

8. **BOCC Work Session**
   April 23, 2024, All Day @ BOCC Boardroom

Gunnison-Hinsdale Board of Human Services

1. **Gunnison-Hinsdale Board of Human Services Meeting**
   April 16, 2024, All Day @ BOCC Board Room

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgement of Appointment; Gunnison Basin Sag

Action Requested: Motion

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Acknowledgment of Sage-grouse NRCS Committee Members

Fiscal Impact:

Submitted by: Holly Perry **Submitter's Email Address:** hperry@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/12/2024

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 0

Agenda Date: 3/19/2024

Revised April 2015

U.S. Department of Agriculture

Natural Resources Conservation Service
Denver Federal Center
Bldg. 56, Rm. 2400
P.O. Box 25426
Denver, CO 80225-0426

March 6, 2024

Gunnison Basin Sage-Grouse Strategic Committee
C/O Aleshia Rummel
216 North Colorado Street
Gunnison Colorado 81230-2162

RE: Gunnison Basin Sage-Grouse Strategic Committee Nominations for Natural Resources Conservation Service (NRCS) Representation

Dear Ms. Rummel:

This letter is to request a change to the NRCS representation that sits on the Gunnison Basin Sage-Grouse Strategic Committee. Elizabeth "Liz" With, Assistant State Conservation for Partnerships, will now be appointed as the lead NRCS contact. Allison Hearne, Area Wildlife Biologist, will serve as the back up representative. Their contact information is listed below:

Liz With
elizabeth.with@usda.gov
216 North Colorado Street
Gunnison, Colorado 81230-2162
(970) 261-8709

Allison Hearne
allison.hearne@usda.gov
2738 Crossroads Boulevard, Suite 104
Grand Junction, Colorado 81506
(970) 361-3801

Please feel free to reach out to either Liz or Allison with any questions.

Sincerely,

CLINTON EVANS
State Conservationist

USDA is an equal opportunity provider, employer, and lender.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgement of Appointment; Gunnison Basin Sag

Action Requested: Motion

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Acknowledgment of Sage-grouse U.S. Forest Service Members

Fiscal Impact:

Submitted by: Holly Perry **Submitter's Email Address:** hperry@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/12/2024

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 0

Agenda Date: 3/19/2024

Revised April 2015

United States Department of Agriculture **Forest Service** **Gunnison Ranger District**

216 North Colorado Street
Gunnison, CO 81230
970-641-0471
Fax: 970-642-4425

File Code: 2670
Date: March 8, 2024

Katherine Haase
Gunnison Board of County Commissioners
Gunnison County
200 E. Virginia Ave.
Gunnison, CO 81230

Dear Gunnison Board of County Commissioners,

I respectfully request for the current two-year term ongoing now through February 2026, that the Board of County Commissioners consider appointing me as the Regular member and Matt Vasquez as the Alternate member representing the U. S. Forest Service on the Gunnison Basin Sage-Grouse Strategic Committee. Gunnison sage-grouse conservation and recovery is very important to us and the Forest Service and we would like to actively participate in the Committee's collaborative efforts towards a bright future for the Gunnison Sage-Grouse.

I serve as the District Ranger for the Gunnison Ranger District, and previously served as a Rangeland Management Specialist administering the range program for the Gunnison Ranger District. Matt Vasquez serves as the Wildlife Program Manager for the Grand Mesa, Uncompahgre and Gunnison National Forests. Matt previously served as the District Wildlife Biologist for the Gunnison Ranger District and has participated on the Strategic Committee since 2009. We have helped administer seasonal road and area closures, wet meadow habitat restoration, grazing management, invasive weed management, travel management, and other multiple uses in occupied Gunnison Sage-Grouse habitat on the Gunnison Ranger District.

If you need additional information regarding this request or have any questions, please contact me at dayle.funka@usda.gov or (970) 642-4404.

Sincerely,

DAYLE FUNKA
District Ranger

cc: Aleshia.Rummel@co.nacdnet.net;

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgement of Appointment; Gunnison County St

Action Requested: Motion

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Acknowledgement of Sage-grouse Committee - Gunnison County Stockgrowers' Association member

Fiscal Impact:

Submitted by: Holly Perry **Submitter's Email Address:** hperry@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/12/2024

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 0

Agenda Date: 3/19/2024

Revised April 2015

Dear Gunnison County Board of County Commissioners,

I am writing you today on behalf of the Gunnison County Stockgrowers' Association about our appointees for the Gunnison Sage Grouse Strategic Committee.

Paul Mowery has agreed to be our regular member. He is well versed in the sag grouse issue and has been involved as a Past President of the GCSA. Paul is very good working no strategies that not only help our cause, but also the Sage Grouse as well. We think he will do very well in this position and be an asset to the Committee.

Burt Guerrieri has agreed to stay on as our Alternate Member. Burt has been involved with the Strategic Committee for a number of years and has a wealth of knowledge Paul and the Committee can draw upon.

We appreciate your patience while we have been looking for alternatives for Greg Peterson and look forward to working with you in the future protecting the Gunnison Sage Grouse, our interests, and the interests of the County.

Respectfully,

Andy Spann

Gunnison County Stockgrowers' Association President

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Amendment No. 2; Jviation Project No: 10019123; $4

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and Jviation, A Woolpert Company, LLC

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

This is the second amendment to the original contract with Jviation dated 9/29/2022 for engineering services to add the GA Ramp Construction to the scope of work.

Fiscal Impact:

Submitted by: Stephanie Petsch **Submitter's Email Address:** spetsch@gunnisoncounty.org

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 3/13/2024

County Attorney Review: (•) Required ( ) Not Required

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 3/6/2024 Certificate of Insurance Required

Yes (•) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/14/2024

(•) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 3/19/2024

Revised April 2015

AMENDMENT NO. TWO (2) TO CONTRACT
DATED SEPTEMBER 29, 2022
BETWEEN
JVIATION, A WOOLPERT COMPANY, LLC
AND
GUNNISON COUNTY
GUNNISON, COLORADO

The Sponsor and Jviation agree to amend their contract for improvements to the Gunnison Crested Butte Regional Airport, Gunnison, Colorado to include fees for engineering services. The improvement item is included in the Scope of Work of the original contract. The item covered by this amendment is described as follows:

- General Aviation Ramp Construction

The Sponsor agrees to pay Jviation for the services listed under Section 2 of the original contract in the following manner, and within the time constraints outlined in the development schedule.

PART A - BASIC SERVICES

DESIGN

Bidding..... Lump sum of $69,051.50

TOTAL BASIC SERVICES ..... Lump sum of $69,051.50

Method of payment shall be as follows:

If work is abandoned, or terminated, after obtaining approval by the Sponsor and the FAA of the final construction plans and specifications, the Sponsor shall reimburse up to 100 percent of the total lump sum as listed under PART A, and 100 percent of the invoiced costs for soils and pavement investigations, topographic surveys, and hydrological studies, or other studies as listed under PART B.

PART B - SPECIAL SERVICES

The maximum estimated SPECIAL SERVICES engineering is as follows:

SUBCONSULTANTS

Yeh & Associates – QA Testing..... Lump sum of $77,226.00
Snowbridge, Inc. – Pipe Inspection..... Lump sum of $6,760.00

TOTAL SUBCONSULTANT SERVICES ..... Lump sum of $83,986.00

CONSTRUCTION ADMINISTRATION

Construction Administration..... Lump sum of $74,488.50
Post Construction Coordination ..... Lump sum of $63,503.30

TOTAL CONSTRUCTION ADMINISTRATION ..... Lump sum of $137,991.80

ON-SITE COORDINATION

On-Site Construction Coordination ..... Cost Plus of $66,411.36
Fixed Fee for Construction Coordination ..... Lump Sum of $13,500.00
On-Site Construction Survey ..... Cost Plus of $14,659.69
Fixed Fee for Construction Survey ..... Lump Sum of $3,000.00

REIMBURSABLE COSTS

Reimbursable Costs During Construction Coordination ..... Actuals Not to Exceed of $15,682.40
Reimbursable Costs During Construction Survey ..... Actuals Not to Exceed of $2,858.25

TOTAL ON-SITE COORDINATION AND FIXED FEE ..... Lump sum of $116,111.70

TOTAL SPECIAL SERVICES $338,089.50

TOTAL $407,141.00

Method of payment shall be as follows:

For services rendered under PART B - SPECIAL SERVICES, the Sponsor agrees to make monthly payments based upon the work performed by the Engineer, up to 90 percent of the total contract. The final ten percent of the fee shall be due and payable when the project final inspection and the construction report have been completed, and when reproducible Record Drawings have been submitted to the Sponsor and when the revised Airport Layout Plan has been approved by the FAA or when the construction work has terminated. The Record Drawings and Construction Report shall be submitted within a period of 90 days from end of construction period.

For the purposes of estimating the amount of expenses which will be incurred by the Engineer, the cost of mileage is calculated in accordance with the current IRS rate and per diem and lodging are calculated in accordance with applicable, current GSA rates. The actual amounts to be invoiced for mileage and per diem will be in accordance with the applicable, published IRS and GSA rates at the time of service and may vary from the rates used in the fee estimate.

All other terms and conditions of the original contract shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ day of _____ 2024.

SPONSOR:
Gunnison County

By: _____

Name: _____

Title: _____

JVIATION, A WOOLPERT COMPANY, LLC:

By: _____

Name: Jason Virzi, PE

Title: Vice President

SCOPE OF WORK
FOR
GUNNISON-CRESTED BUTTE REGIONAL AIRPORT
Gunnison, Colorado
AIP Project No. 3-08-0030-063, 064-2023
General Aviation Ramp Reconstruction – Schedule I

This is an Appendix attached to, made a part of and incorporated by reference with the Consulting Contract dated November 2, 2022 between Gunnison County and Jviation, a Woolpert Company for providing professional services. For the remainder of this scope the Gunnison-Crested Butte Regional Airport is indicated as "Sponsor" and Jviation, a Woolpert Company, is indicated as "Engineer." The construction budget for this project is $3,013,140.50. This construction budget does not include administrative, legal, or professional fees.

This project shall consist of supporting Bidding, Construction Administration, Post-Construction Coordination, On-Site Construction Coordination, and On-Site Construction Survey for the Schedule I of the General Aviation Ramp Reconstruction Project. This scope of work is for the consulting services provided by the Engineer for the Sponsor. See Exhibit No. 1 below for the project location.

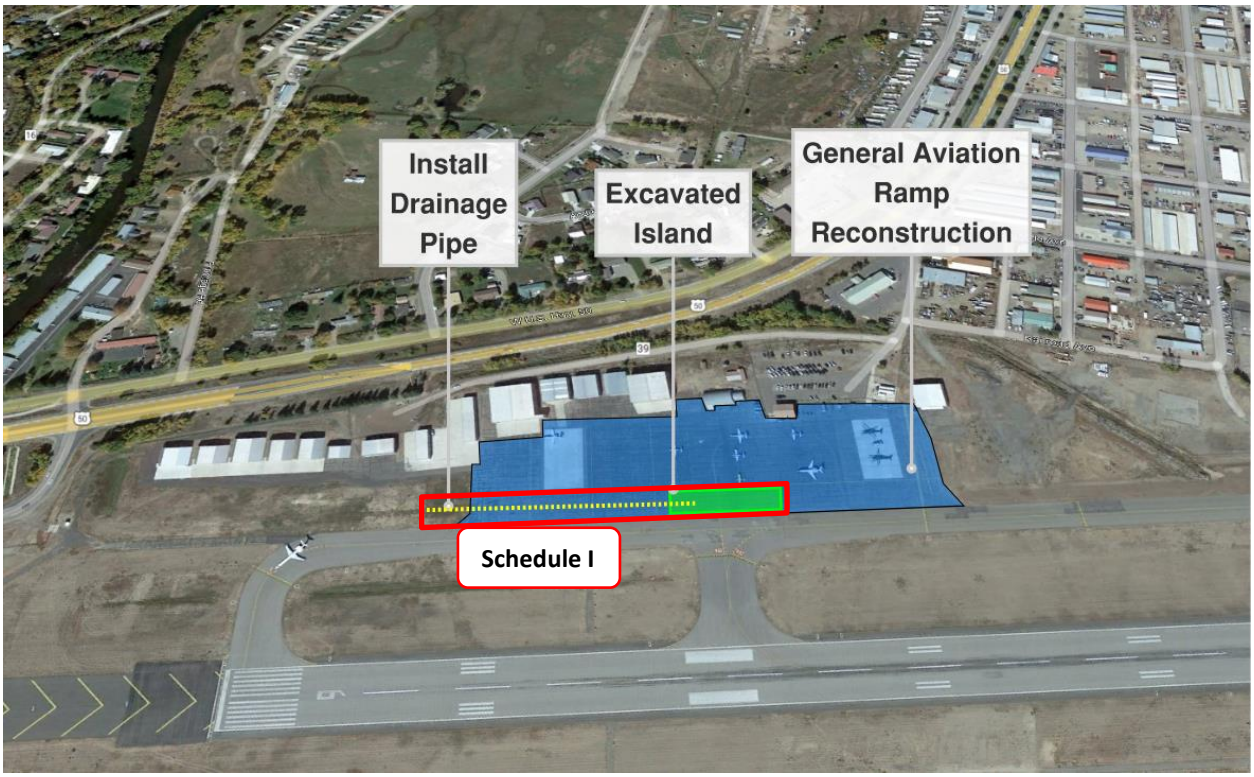


EXHIBIT NO. 1

DESCRIPTION

The existing General Aviation (GA) Ramp is comprised of approximately 500,000 square feet of asphalt and numerous, small concrete pads. Based on historical records the ramp has been built out in 6 major portions between 1948 and 1985. The pavement section includes 2" to 11" of asphalt over 0" to 7.5" of base material on native subgrade. The condition of the asphalt on the GA Ramp is poor and includes significant cracking. While a vast majority of the cracks are sealed, the number and size of the cracks indicates that the structure of the asphalt needs to be replaced. Based on CDOT Aeronautics Pavement Evaluation & Management Program, in 2022 the western ¾ of the asphalt ramp has a PCI value of 40. The eastern ¼ of the asphalt ramp has a PCI value of 31.

The reconstruction of the pavement section will include full depth removal of the existing asphalt pavement and base material. The asphalt millings will be stored onsite, south of the main runway. The base and subgrade material will be removed offsite. The subgrade will be prepared to the geotechnical engineer's recommendations before installing a drainable base rock layer. The stabilize base and top layer of the pavement section will be comprised of either concrete or asphalt.

The concrete hard stands in the GA Ramp are in better shape. The Western concrete hard stand has a 2022 PCI value of 90. The Eastern concrete hard stand has a 2022 PCI value of 78. These can be repaired with future schedules of work and have life remaining.

The existing GA Ramp has one area that allows direct access from the ramp to the runway. This has been identified as requiring correction during the project. In this area the existing pavement will be removed and will not be replaced. A drainage pipe will be installed to drain the new infield island.

The project will be phased to minimize impacts to existing operations and to accommodate the anticipated funding schedule. The construction of the project will be funded by the AIP Program and was divided into work schedules to meet available funds. This scope of work considers the construction of the Schedule I only in the 2024 construction season. Schedules II and III will be constructed in the following years under new scopes of work.

The engineering fees for this project will be broken into two parts. **Part A-Basic Services** includes**;** 1) Bidding Phase, and Reimbursable Costs During Bidding and **Part B-Special Services,** which includes**;** 2) Construction Administration Phase, 3) Post-Construction Coordination Phase, 4) On-Site Construction Coordination Phase or Field Engineering, 5) On-Site Construction Survey Phase, and Reimbursable Costs during Survey and Construction. Additional services that will be completed by subconsultants to the Engineer, including the quality assurance testing during construction and post-construction pipe inspection will also be included under **Part B-Special Services.** Parts A and B and the five phases are described in more detail below.

PART A - BASIC SERVICES consists of the Bidding Phase, invoiced on a lump sum basis.

1.0 Bidding Phase

1.01 Prepare Project Scope of Work and Contract. This task includes establishing the scope of work through meetings with the FAA and the Sponsor. Fees will be negotiated with the Sponsor and may be subject to an independent fee estimate conducted by a third party hired by the Sponsor. This task also includes drafting the contract for the work to be completed by the Engineer for the Sponsor once negotiations are complete.

1.02 Provide Project Coordination. The Engineer shall provide project management and coordination services to ensure the completion of all construction management tasks required of the Engineer. These duties include:

- Time the Engineer spends planning, organizing, securing and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.
- Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in day-to-day project coordination.
- The Project Manager will review progress reports weekly and monthly.
- Assist with change orders and supplemental agreements as necessary. All change orders and supplemental agreements will be coordinated with the Sponsor and FAA staff prior to execution. All change orders and supplemental agreements will be prepared in accordance with the FAA Standard Operating Procedure (SOP) 7.0, *Airport Improvement Program Construction Project Change Orders*.
- Senior construction management staff will consult with and provide guidance to the on-site Construction Manager regarding unique project elements; material quality, production, and/or placement issues; and any other difficulties encountered during construction.
- Clerical staff shall prepare the quantity sheets, testing sheets, construction report format, etc.
- Office engineering staff, CAD personnel and clerical staff shall be required to assist the Field Personnel as necessary during construction. Specific tasks to be accomplished include providing secondary engineering opinions on issues arising during construction, maintaining project files as necessary and various other tasks necessary in the day-to-day operations.
- The Engineer will prepare and submit monthly invoicing.

The Engineer will complete the following tasks:

- Provide the Sponsor with a monthly Project Status Report (PSR), in writing, reporting on Engineer's progress and any problems that may arise while performing the work. The PSR must include an update of the project schedule, as described in this section, when schedule changes are expected.
- Prepare quarterly performance reports.

1.03 Prepare Federal Grant Applications. This task consists of preparing up to two federal grant applications: Entitlement and BILS. The applications will be submitted during the initial portion of the project. Preparation of the applications includes the following:

- Prepare Federal 424 form.
- Prepare Federal Form 5100 – II thru IV.
- Prepare project funding summary.
- Prepare program narrative, discussing the purpose and need of the work and the method of accomplishment.
- Project sketch (8.5" x 11").
- Include preliminary cost estimate.
- Include the existing Exhibit "A" Property Map
- Include the Sponsor's certifications.
- Attach the current grant assurances.
- Include DOT Title VI assurances.
- Include certification for contract, grants and cooperative agreements.
- Include Title VI pre-award checklist.
- Include current FAA advisory circulars required for use in AIP funded projects.

The Engineer shall submit the grant applications to the Sponsor for approval and signatures. After obtaining the necessary signatures, the Sponsor or Engineer shall forward a copy of the signed applications to the FAA for further processing.

1.04 Provide Bid Assistance. The Engineer will assist the Sponsor, as needed, with the preparation of any required bidding documents. Included as part of this task, the Engineer will prepare a legal advertisement for publication in two (2) newspapers (or other form of regularly published print media) as a solicitation for bids. Additionally, the Engineer will advertise the project Invitation for Bids on their website and directly notify potential contractors and plan rooms in order to maximize project exposure and generate interest in the project. The Engineer will coordinate payment for the project advertisement(s) and request reimbursement from the Sponsor as a pass-through cost during invoicing.

1.05 Prepare/Conduct Pre-Bid Meeting. The Engineer will conduct the pre-bid meeting and pre-bid site visit in sequence with the Sponsor and contract document requirements. As a part of this meeting, the Engineer will also discuss the environmental plan sheet, surveyed areas, and environmental commitments.

1.06 Prepare Addenda. Any necessary addenda will be issued to clarify and modify the project, as required, and based on questions or comments that may arise from potential contractors during the bidding process. Any necessary addenda will be reviewed with the Sponsor and FAA prior to being issued. The addenda will meet all design and construction standards, as required.

1.07 Consult with Prospective Bidders. During the bidding process, the Engineer shall be available to clarify bidding issues with contractors and suppliers and for consultation with the various entities associated with the project.

1.08 Attend Bid Opening. The Engineer shall attend the bid opening for the project, which will be conducted by the Sponsor.

1.09 Review Bid Proposals. Upon the opening of submitted bid proposals by the Sponsor, the Engineer shall review all the bid proposals submitted. A cost analysis of the bid prices will be completed and tabulated; the contractor's qualifications to perform the work will be included, including review of suspension and debarment rules on the www.Sam.gov website, verification of proposed DBE subcontractors, Buy American compliance analysis/review, and project funding review. Inclusion of bid guarantee, acknowledgement of addenda, and in-state licensure verification shall be completed.

1.10 Prepare Recommendation of Award. The Engineer shall prepare a Recommendation of Award for the Sponsor to accept or reject the bids received with a summary of the items listed in Task 1.9. If rejection is recommended, the Engineer will supply an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project. If the project cannot be awarded, a separate proposal to rebid the project will be provided.

TASK 1 DELIVERABLES	TO FAA/STATE	TO SPONSOR
1.01 Scope of Work and Draft Contract for the Sponsor	✓	✓
1.02 Schedule, PSR, and Monthly Invoicing		✓
1.02 Pay Request Review Documentation	✓	✓
1.02 Weekly/Monthly Reports	✓	✓
1.02 Quarterly Performance Reports	✓	✓
1.02 Change Orders/Supplemental Agreements	✓	✓
1.03 Federal Grant Application	✓	✓
1.04 Required Bidding Documents	✓	✓
1.05 Pre-Bid Meeting Agenda and Pre-Bid Meeting Minutes	✓	✓
1.06 Addenda	✓	✓
1.09 Bid Tabulations	✓	✓
1.10 Recommendation of Award	✓	✓

TASK 1 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
1.02 Prepare Project Scope of Work and Contract	• Conference Call One (1) Project Engineer and one (1) Project Manager • Assume One (2) hour via teleconference (1 meetings)
1.05 Prepare/Conduct Pre-Bid Meeting	• Gunnison, CO One (1) Project Manager and one (1) Project Engineer • Assume full day site visit (1 site visit) Assume travel to/from Denver, CO with one (1) overnight stay for each staff member for site visit
1.08 Attend Bid Opening	• Gunnison, CO One (1) Project Manager and one (1) Project Engineer • Assume full day site visit (1 site visit) Assume travel to/from Denver, CO with one (1) overnight stay for each staff member per site visit

EX Reimbursable Costs During Bidding. This section includes reimbursable items such as auto rental, mileage, lodging, per diem, and other miscellaneous expenses incurred in order to complete **Part A – Basic Services**.

PART B - SPECIAL SERVICES consists of the 2) Construction Administration Phase, 3) Post-Construction Coordination Phase (invoiced on a lump sum basis), 4) On-Site Construction Coordination Phase, and 5) On-Site Construction Survey Phase (invoiced on a cost plus fixed fee basis). Also included are direct subcontract costs for the quality assurance testing during construction and post-construction pipe inspection.

2.0 Construction Administration Phase

2.01 Prepare Construction Contract and Documents. In agreement with the FAA, the Engineer shall prepare the Notice of Award, Notice to Proceed, and Contract Agreements, including bonds and insurance documents, which will be updated to include all addenda items issued during bidding, for the Sponsor's approval and signatures. Approximately five copies will be submitted to the successful Contractor for their signatures.

The Engineer will ensure the construction contracts are in order, the bonds have been completed, and the Contractor has been provided with adequate copies of the Construction Plans, Specifications, and Contract Documents, which will be updated to include all addenda items issued during bidding.

2.02 Review Environmental Documentation. This task includes the review of the overall environmental exhibit in relation to final construction documents as well as coordination throughout construction to ensure environmental commitments are maintained and environmental resources are protected.

2.03 Coordinate Quality Assurance Testing. This task includes preparing the requirements for quality assurance testing. Negotiating with the quality assurance firm for a cost to perform the work is also included in this task.

2.04 Prepare/Conduct Pre-Construction Meeting. The Engineer will conduct a pre-construction meeting to review FAA requirements as required per FAA AC 150/5370-12 (Current Edition), *Quality Management for Federally Funded Airport Construction Projects*, prior to the commencement of construction. It is anticipated that representatives of the Engineer will include the Project Manager, Construction Manager, and a Senior Construction Manager. As a part of this meeting, the Engineer will also discuss the environmental plan sheet, surveyed areas, and environmental commitments. The meeting will be held at the airport and will include the Sponsor, FAA (if possible), Contractor, subcontractors, and airport tenants affected by the project.

2.05 Prepare/Submit Construction Management Plan. This task includes preparing and submitting the Construction Management Plan, which includes resumes of project personnel representing the stakeholders, detailed inspection procedures, required submittal processes, quality control testing methods, quality assurance testing methods, final test result summary forms, and the Contractor's Quality Control Program (CQCP). The Construction Management Plan shall be prepared to follow the requirements of FAA AC 150/5370-12 (Current Edition), *Quality Management for Federally Funded Projects*.

2.06 Review Contractor's Safety Plan Compliance Document. This task includes reviewing and providing comments on the Contractor's Safety Plan Compliance Document (SPCD) as required per FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction.* The Engineer shall review to ensure that all applicable construction safety items are addressed and meet the requirements of AC 150/5370-2 (Current Edition) and the Contract's Construction Safety and Phasing Plan (CSPP). The intent of the SPCD is to detail how the Contractor will comply with the CSPP. Following award of the project to the successful Contractor and prior to the issuance of the Notice to Proceed, the Engineer will

review the SPCD, provide comments and ultimately approval of the document. It is anticipated that the document will require at least one re-submittal by the Contractor to address any missing information. The SPCD will be submitted to the Engineer for approval at least 14 days prior to the issuance of the Notice to Proceed to the Contractor. An approved copy of the SPCD shall be provided to the FAA.

2.07 Prepare Requests for Reimbursement. This task includes preparing the FAA Standard Form 271 for Sponsor reimbursement of eligible expenses incurred on a monthly basis. The Engineer will submit the completed form along with appropriate supporting documentation to the Sponsor for review and approval. Upon approval, the Engineer or the Sponsor will submit the completed forms and supporting documentation to the FAA for reimbursement. It is estimated there will be four RFRs for expenses incurred during the construction and closeout phase of the project.

2.08 Coordinate and Attend Quality Assurance/Quality Control Workshop. Per FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*, the FAA requires a Quality Assurance (QA)/Quality Control (QC) workshop when paving operations are anticipated to be greater than $500,000. The Engineer will attend the workshop, which will be facilitated by the Contractor, to review project and FAA requirements prior to the commencement of construction. The location of the meeting will be coordinated by the Engineer and Contractor and will include representatives from the Sponsor, Engineer, FAA (if possible), Contractor, subcontractors, quality assurance, quality control, and any other necessary parties. It is anticipated that representatives of the Engineer will include the Project Manager, Construction Manager, and a Senior Construction Manager. Paving operations will not be permitted prior to this meeting's occurrence.

2.09 Perform Site Visits During Construction. The Project Manager shall make on-site visits, as required, throughout the duration of the project. At this time, it is estimated that the Project Manager will make up to two site visits to the project. Additionally, during critical stages of construction, a Senior Construction Manager will be on-site to assist the Construction Manager in ensuring that key project elements are completed in accordance with the project plans and specifications, within the time period allotted for construction, and according to best construction practices. It is anticipated that the Senior Construction Manager will make two site visits of two days each for a total of four days on-site during construction.

TASK 2 DELIVERABLES	TO FAA/STATE	TO SPONSOR
2.01 Notice of Award, Notice to Proceed, and Contract Agreement	✓	✓
2.01 Issue Construction Plans, Specifications, and Contract Documents	✓	✓
2.04 Pre-Construction Agenda and Meeting Minutes	✓	✓
2.05 Construction Management Plan	✓	✓
2.06 Review and Approval of SPCD and Final SPCD	✓	✓
2.07 Request for Reimbursement	✓	✓
2.08 QA/QC Workshop Meeting Minutes	✓	✓

TASK 2 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
2.04 Conduct Pre-Construction Meeting	• Gunnison, CO One (1) Project Manager, one (1) Construction Manager, and one (1) Senior Construction Manager • Assume full day site visit (1 site visit) Assume travel to/from Denver, CO with one (1) overnight stay for each staff member for the site visit
2.08 Attend QA/QC Workshop	• Gunnison, CO One (1) Project Manager, one (1) Construction Manager, and one (1) Senior Construction Manager • Assume full day site visit (1 site visit) Assume travel to/from Denver, CO with one (1) overnight stay for each staff member for the site visit
2.09 Perform Site Visits During Construction	• Gunnison, CO One (1) Project Manager • Assume two-day site visit (2 site visits) Assume travel to/from Denver, CO with one (1) overnight stay for Project Manager for each site visit
2.09 Site Visits During Critical Construction Activities	• Gunnison, CO One (1) Senior Construction Manager • Assume two-day site visit (2 site visits) Assume travel to/from Denver, CO with one (1) overnight stay for Senior Construction Manager for each site visit

3.0 *Post-Construction Coordination Phase*

3.01 Prepare Final Testing Report. The Engineer will submit the quality assurance testing summary report, which will include a narrative of tests taken, verification for minimum number of tests, discussion of problems and tests necessary, and a table (from Construction Management Plan) including the actual number of tests taken for each specification item to the FAA for review and approval.

3.02 Prepare Clean-up Item List. The Engineer will ensure the Contractor has removed all construction equipment and construction debris from the airport, that all access points have been re-secured (fences repaired, gates closed and locked, keys returned, etc.), and the site is clean.

3.03 Conduct Final Inspection. The Engineer, along with the Sponsor and FAA (if available), shall conduct the final inspection. The quality assurance testing summary report must be accepted by the FAA prior to final inspection.

3.04 Prepare Engineering Record Drawings. The Engineer will prepare the record drawings indicating modifications made during construction. The record drawings will be provided to the FAA electronically.

3.05 Prepare Final Construction Report. The Engineer will prepare the final construction report to meet the applicable FAA closeout checklist requirements (Regional Guidance Northwest Mountain Airports Division 620-05: Standard Handout for Final Reports).

3.06 Prepare DBE Uniform Report. The Engineer will prepare the Uniform Report of DBE Awards or Commitments and Payments (DBE Uniform Report) for the Sponsor to submit to the FAA.

3.07 Summarize Project Costs. The Engineer will be required to obtain all administrative expenses, engineering fees and costs, testing costs, and construction costs associated with the project and assemble a total project summary. The summary will be analyzed with the associated project funding.

3.08 Update Airport Layout Plan (ALP). The Engineer will review and update the ALP to reflect the work completed for this project. A draft version of each sheet will be submitted to the ADO for review. Upon approval by the FAA, the Engineer shall assist the Sponsor in preparing copies for signature of the revised sheets and submitting to the FAA for final approval.

TASK 3 DELIVERABLES	TO FAA/STATE	TO SPONSOR
3.01 Final Testing Report	✓	✓
3.02 Clean-up List	✓	✓
3.03 Punchlists	✓	✓
3.04 Record Drawings	✓	✓
3.05 Final Construction Report	✓	✓
3.06 DBE Uniform Report	✓	✓
3.07 Project Cost Summary	✓	✓
3.08 Updated ALP	✓	✓

TASK 3 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
3.03 Conduct Final Inspection	• Gunnison, CO One (1) Project Manager Assume full day site visit (1 site visits) Assume travel to/from Denver, CO with one (1) overnight stay for Project Manager for each site visit

4.0 On-Site Construction Coordination Phase

This phase will consist of providing one full-time Construction Manager supported by one full-time Field Engineer. It shall be the responsibility of the Construction Manager to facilitate sufficient on-site construction coordination to ensure that the project is completed according to good construction practice and the Project Manager's direction. It is estimated that it will take **28 calendar days** to complete construction of the project.

4.01 Provide Resident Engineering. The Construction Manager will work approximately **12 hours per day** and the one half-time Field Engineer will be on-site approximately **12 hours per day** as needed. It is assumed that the Construction Manager and Field Engineer will be able to complete all daily project documentation in the course of their shift and that total on-site inspection time is anticipated to be **28 calendar days**. It is assumed that the Contractor will work **six (6) days** a week during the construction period **resulting in 24 working days**.

The following tasks will be performed during the course of a typical day's shift during construction:

a. Review construction submittals, including shop drawings and materials proposed for use on the project, submitted by the Contractor for conformance with the project's Contract Documents. Submittals will either be approved, conditionally approved, or rejected and returned to the Contractor for their records and/or to make changes or revisions. The Engineer will prepare and maintain a submittal register to log the submittals received. The submittal register will include

information on the submitted items including date received, date returned, and action taken, and will be made available to the Sponsor and Contractor upon request.

b. Review survey data and other construction tasks for general compliance with the construction documents.
c. Coordinate, review, and provide a response to construction and general project Requests for Information (RFIs).
d. Prepare and process change orders.
e. Conduct employee interviews and review Contractor's and subcontractor's weekly payroll records as required by the FAA. As part of this effort, all payrolls must be reviewed and logged when received. A log identifying current status of reviews, and any action taken to correct noted discrepancies, will be provided for Sponsor review at time of Request for Reimbursement processing, as appropriate.
f. Review quality control and quality assurance testing results for conformance with the project specifications.
g. Maintain record of the progress of construction and review the quantity records with the Contractor on a periodic basis.
h. Prepare the periodic cost estimates and review the quantities with the Contractor. The Engineer, Sponsor, and Contractor will resolve discrepancies or disagreements with the Contractor's records. The periodic cost estimate will also include all other costs associated with the project (administrative costs, engineering, any miscellaneous costs). After compiling all costs, the Engineer will then submit the periodic cost estimate to the Sponsor for payment.
i. Maintain daily logs of construction activities for the duration of time on site, including the Construction Project Daily Inspection Checklist as required by the CSPP and SPCD.
j. Verify that restricted areas, roads, staging areas, stockpiles, borrow/waste areas, etc. are all remaining within the areas cleared under environmental documentation.
k. Prepare a weekly status report using the FAA's standard form. The report will be submitted to the Sponsor, the FAA, and the office following the week of actual construction activities performed.
l. Review payments to subcontractors and ensure timely payment of retainage to subcontractors when payment to the Contractor is made as required by the DBE Program.

TASK 4 DELIVERABLES		TO FAA/STATE	TO SPONSOR
4.01a	Coordinate Submittal Reviews		✓
4.01c	Coordinate RFIs	✓	✓
4.01d	Change Orders	✓	✓
4.01e	Payroll Reviews		✓
4.01f	Quality Assurance/Quality Control Results Compilation	✓	✓
4.01h	Periodic Cost Estimates	✓	✓
4.01k	Weekly Reports	✓	✓

5.0 On-Site Construction Survey Phase

5.01 Provide Construction Survey Control. Prior to the beginning of construction, the Surveyor will verify existing project control and move/set additional control outside of grading limits to control the project. Project control will be tied to existing airport control points and updated positions will be provided to the Contractor for use during the project. Project control will be verified by the Surveyor two (2) times throughout the course of construction. If additional project control is required, the Surveyor will provide the work as an additional service to the Contractor. Surveying will be performed under the direct supervision of a state-licensed Professional Land Surveyor.

TASK 5 DELIVERABLES	TO FAA/STATE	TO SPONSOR
5.01 Provide Survey Control Report	✓	✓

TASK 5 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
5.01 Provide Survey Control	• Gunnison, CO One (1) Survey Crew • Assume two (2) full day site visits (two total trips) Assume travel to/from Denver, CO with one (1) overnight stay for the Survey Crew for each site visit

EX Reimbursable Costs During Survey and Construction. This section includes reimbursable items such as auto rental, mileage, lodging, per diem, travel and other miscellaneous costs incurred in order to complete **Part B – Special Services**. Sections 2 and 3 Reimbursables are invoiced on a lump sum basis and Sections 4 and 5 Reimbursables are invoiced on a cost plus fixed fee basis.

Special Considerations

The following special considerations are required for this project but will be completed by subconsultants to the Engineer. The cost for this work will be included in the engineering contract agreement with the Sponsor and the costs are in addition to the engineering fees outlined above.

Quality Assurance Testing. Quality assurance testing will be performed by an independent testing firm under the direct supervision of the Engineer. All quality assurance test summaries must be accepted by the FAA prior to final inspection. Certified materials technicians will perform the necessary material quality assurance testing for the following items, as detailed in the project specifications:

- ✈ Item P-152 Excavation and Embankment
- ✈ Item P-154 Subbase Course
- ✈ Item P-209 Crushed Aggregate Base Course
- ✈ Item P-401 / P-403 Plant Mix Bituminous Pavements
- ✈ Item P-610 Structural Portland Cement Concrete

To facilitate testing during construction, it is anticipated that an onsite, AASHTO accredited, mobile laboratory will be required.

D-701 Pipe Inspections. Pipe inspections will be completed by a third party under the supervision of the Engineer.

Assumptions

The scope of services described previously, and the associated fees, are based on the following rates and assumed responsibilities of the Engineer and Sponsor.

1. For the purposes of estimating the amount of reimbursable expenses which will be incurred by the Engineer, the cost of mileage is calculated in accordance with the current IRS rate and per diem and lodging are calculated in accordance with applicable, current GSA rates. The actual amounts to be invoiced for mileage and per diem will be in accordance with the applicable, published IRS and GSA rates at the time of service and may vary from the rates used in the fee estimate. Lodging will be invoiced as an actual expense incurred.

2. It is anticipated there will be a minimum number of trips and site visits to the airport to facilitate the completion of the various phases listed in this scope. The number of trips, as well as the anticipated lengths and details of the trips, are included at the end of each phase above.

3. The Sponsor will coordinate with tenants as required to facilitate field evaluations and construction.

4. All engineering work will be performed using accepted engineering principles and practices and provide quality products that meet or exceed industry standards. Dimensional criteria will be in accordance with FAA AC 150/5300-13 (Current Edition), *Airport Design,* and related circulars. Construction specifications will be in accordance with FAA AC 150/5370-10 (Current Edition)*, Standard Specifications for Construction of Airports,* and the Northwest Mountain Region's Regional Updates for Specifying Construction of Airports and related circulars. Project planning, design, and construction will further conform to all applicable standards, including all applicable current FAA Advisory Circulars and Orders required for use in AIP-funded projects and other national, state, or local regulations and standards, as identified and relevant to an airfield design and construction project.

5. The Engineer must maintain records of design analyses and calculations consistent with typical industry standards, as required by the FAA, for a period of three years after the project is closed by the FAA.

6. Because the Engineer has no control over the cost of construction-related labor, materials, or equipment, the Engineer's opinions of probable construction costs will be made on the basis of experience and qualifications as a practitioner of his/her profession. The Engineer does not guarantee that proposals for construction, construction bids, or actual project construction costs will not vary from Engineer's estimates of construction cost.

Additional Services

The following items are not included under this agreement but will be considered as extra work:

- Redesign for the Sponsor's convenience or due to changed conditions after previous alternate direction and/or approval.
- Submittals or deliverables in addition to those listed herein.
- If a project audit occurs, the Engineer is prepared to assist the Sponsor in gathering and preparing the required materials for the audit.
- Serving as an expert witness for the Owner in any litigation, surety claim, contractor bond activation, or other proceeding involving the project.
- Additional or extended services during construction made necessary by extension of contract time, non-concurrent work, or changes in the work.
- Legal, surety, or insurance support, coordination, and representation.

Extra Work will be as directed by the Sponsor in writing for an additional fee as agreed upon by the Sponsor and the Engineer.

AIRPORT: Gunnison-Crested Butte Regional Airport
AIP/PROJ. NO.: 3-08-0030-063, 064, 065-2023
PROJECT NAME: General Aviation Ramp Reconstruction - Bidding, Construction, Closeout (Schedule I Only)
DATE: January 1, 2024

Highlighted Cells have been modified during negotiations.

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FEE BREAKDOWN

Labor Category	Total Hours		Billing Rate		Total Cost
1.0 Bidding Phase (Lump Sum)					
Sales Director	1 hrs.	x	$ 325.00 /hr	= $	325.00
Practice Operations Leader	15 hrs.	x	$ 305.00 /hr	= $	4,575.00
Engineer III	2 hrs.	x	$ 255.00 /hr	= $	510.00
Project Manager III	142 hrs.	x	$ 230.00 /hr	= $	32,660.00
Construction Manager IV	32 hrs.	x	$ 230.00 /hr	= $	7,360.00
Engineer in Training II	72 hrs.	x	$ 160.00 /hr	= $	11,520.00
Eng Designer III	8 hrs.	x	$ 215.00 /hr	= $	1,720.00
Engineering Techn III	8 hrs.	x	$ 145.00 /hr	= $	1,160.00
Project Coordinator II	52 hrs.	x	$ 135.00 /hr	= $	7,020.00
Planner III	0 hrs.	x	$ 240.00 /hr	=	
SUBTOTAL	**332** hrs.		**SUBTOTAL**	**$**	**66,850.00**
Reimbursables					
Auto Rental	4 Day	x	$ 85.00 /Day=	$	340.00
Mileage	900 Mi	x	$ 0.655 /Mi=	$	589.50
Lodging + Tax & Fees	4 Day	x	$ 170.00 /Day=	$	680.00
Per Diem	8 Day	x	$ 74.00 /Day=	$	592.00
Travel & Airline Costs	0 Trip	x	$ 500.00 /Trip=		
			SUBTOTAL	**$**	**2,201.50**
			PHASE SUBTOTAL	**$**	**69,051.50**

LABOR HOUR BREAKDOWN

TASK		LABOR CATEGORY										
		Sales Director	Practice Operations Leader	Engineer III	Project Manager III	Construction Manager IV	Engineer in Training II	Eng Designer III	Engineering Techn III	Project Coordinator II	Planner III	Phase Item Costs
1.0	**Bidding Phase (Lump Sum)**											
1.01	Prepare Project Scope of Work and Contract	1	1	2	6		16			4		$ 5,620.00
1.02	Provide Project Coordination		8		80	4				16		$ 23,920.00
1.03	Prepare Federal Grant Applications		2		4		8			32		$ 7,130.00
1.04	Provide Bid Assistance				8		8					$ 3,120.00
1.05	Prepare/Conduct Pre-Bid Meeting				16	16						$ 7,360.00
1.06	Prepare Addenda		2		8	8	8	8	8			$ 8,450.00
1.07	Consult with Prospective Bidders				4	4	8					$ 3,120.00
1.08	Attend Bid Opening				8		8					$ 3,120.00
1.09	Review Bid Proposals		1		4		8					$ 2,505.00
1.10	Prepare Recommendation of Award		1		4		8					$ 2,505.00
	TOTALS	**1**	**15**	**2**	**142**	**32**	**72**	**8**	**8**	**52**	**0**	$ 66,850.00

Labor Category	Total Hours		Billing Rate		Total Cost
2.0 Construction Administration Phase (Lump Sum)					
Sales Director	0 hrs.	x	$ 325.00 /hr	=	
Practice Operations Leader	0 hrs.	x	$ 305.00 /hr	=	
Engineer III	0 hrs.	x	$ 255.00 /hr	=	
Project Manager III	111 hrs.	x	$ 230.00 /hr	= $	25,530.00
Construction Manager IV	30 hrs.	x	$ 230.00 /hr	= $	6,900.00
Construction Manager II	166 hrs.	x	$ 170.00 /hr	= $	28,220.00
Engineer in Training II	16 hrs.	x	$ 160.00 /hr	= $	2,560.00
Engineering Techn III	2 hrs.	x	$ 145.00 /hr	= $	290.00
Project Coordinator II	24 hrs.	x	$ 135.00 /hr	= $	3,240.00
Planner III	6 hrs.	x	$ 240.00 /hr	= $	1,440.00
SUBTOTAL	**355** hrs.		**SUBTOTAL**	**$**	**68,180.00**
Reimbursables					
Auto Rental	16 Day	x	$ 85.00 /Day=	$	1,360.00
Mileage	2700 Mi	x	$ 0.655 /Mi=	$	1,768.50
Lodging + Tax & Fees	10 Day	x	$ 170.00 /Day=	$	1,700.00
Per Diem	20 Day	x	$ 74.00 /Day=	$	1,480.00
Travel & Airline Costs	Trip	x	$ 500.00 /Trip=		
			SUBTOTAL	**$**	**6,308.50**
			PHASE SUBTOTAL	**$**	**74,488.50**

TASK		LABOR CATEGORY										
		Sales Director	Practice Operations Leader	Engineer III	Project Manager III	Construction Manager IV	Construction Manager II	Engineer in Training II	Engineering Techn III	Project Coordinator II	Planner III	Phase Item Costs
2.0	**Construction Administration Phase (Lump Sum)**											
2.01	Prepare Construction Contract and Documents				8			8		8		$ 4,200.00
2.02	Review Environmental Documentation						6		2		6	$ 2,750.00
2.03	Coordinate Quality Assurance Testing				2	2	8					$ 2,280.00
2.04	Prepare/Conduct Pre-Construction Meeting				12	12	12					$ 7,560.00
2.05	Prepare/Submit Construction Management Plan				2	4	40	8				$ 9,460.00
2.06	Review Contractor's Safety Plan Compliance Document				2		8					$ 1,820.00
2.07	Prepare Requests for Reimbursement				8					16		$ 4,000.00
2.08	Coordinate and Attend Quality Assurance/Quality Control Workshop				12	12	12					$ 7,560.00
2.09	Perform Site Visits During Construction				65		80					$ 28,550.00
	TOTALS	**0**	**0**	**0**	**111**	**30**	**166**	**16**	**2**	**24**	**6**	$ 68,180.00

Labor Category	Total Hours		Billing Rate		Total Cost
3.0 Post Construction Coordination Phase (Lump Sum)					
Sales Director	0 hrs.	x	$ 325.00 /hr	=	
Practice Operations Leader	0 hrs.	x	$ 305.00 /hr	=	
Engineer III	0 hrs.	x	$ 255.00 /hr	=	
Project Manager III	54 hrs.	x	$ 230.00 /hr	= $	12,420.00
Construction Manager IV	38 hrs.	x	$ 230.00 /hr	= $	8,740.00
Construction Manager II	164 hrs.	x	$ 170.00 /hr	= $	27,880.00
Engineer in Training II	16 hrs.	x	$ 160.00 /hr	= $	2,560.00
Engineering Techn III	56 hrs.	x	$ 145.00 /hr	= $	8,120.00
Project Coordinator II	8 hrs.	x	$ 135.00 /hr	= $	1,080.00
Planner III	8 hrs.	x	$ 240.00 /hr	= $	1,920.00
SUBTOTAL	**344** hrs.		**SUBTOTAL**	**$**	**62,720.00**
Reimbursables					
Auto Rental	2 Day	x	$ 85.00 /Day=	$	170.00
Mileage	450 Mi	x	$ 0.655 /Mi=	$	294.75
Lodging + Tax & Fees	1 Day	x	$ 170.00 /Day=	$	170.00
Per Diem	2 Day	x	$ 74.00 /Day=	$	148.00
Miscellaneous Expenses	1 Each	x	$ 0.55 /Each=	$	0.55
			SUBTOTAL	**$**	**783.30**
			PHASE SUBTOTAL	**$**	**63,503.30**

TASK		LABOR CATEGORY										
		Sales Director	Practice Operations Leader	Engineer III	Project Manager III	Construction Manager IV	Construction Manager II	Engineer in Training II	Engineering Techn III	Project Coordinator II	Planner III	Phase Item Costs
3.0	**Post Construction Coordination Phase (Lump Sum)**											
3.01	Prepare Final Testing Report				2	12	40					$ 10,020.00
3.02	Prepare Clean-up Item List					2	8					$ 1,820.00
3.03	Conduct Final Inspection				8		8					$ 3,200.00
3.04	Prepare Engineering Record Drawings				8		12	16	40			$ 12,240.00
3.05	Prepare Final Construction Report				16	24	80	0				$ 22,800.00
3.06	Prepare DBE Uniform Report				4		8			8		$ 3,360.00
3.07	Summarize Project Costs				8		8					$ 3,200.00
3.08	Update Airport Layout Plan (ALP)				8				16		8	$ 6,080.00
	TOTALS	**0**	**0**	**0**	**54**	**38**	**164**	**16**	**56**	**8**	**8**	$ 62,720.00

Labor Category	Total Hours		Billing Rate		Total Cost
4.0 On-Site Construction Coordination Phase (Cost Plus Fixed Fee)					
Construction Manager II	288 hrs.	x	$ 50.00 /hr	= $	14,400.00
Construction Manager II	144 hrs.	x	$ 50.00 /hr	= $	7,200.00
SUBTOTAL	**432** hrs.		**SUBTOTAL**	**$**	**21,600.00**
Direct Labor Cost				= $	21,600.00
Overhead (% of Direct Labor Cost)			207.46%	= $	44,811.36
Total Labor Cost				= $	66,411.36
Fixed Fee				= $	13,500.00
			SUBTOTAL PHASE LABOR	**$**	**79,911.36**
Reimbursables					
Auto Rental	36 Day	x	$ 85.00 /Day=	$	3,060.00
Mileage	2880 Mi	x	$ 0.655 /Mi=	$	1,886.40
Lodging + Tax & Fees	44 Day	x	$ 170.00 /Day=	$	7,480.00
Per Diem	44 Day	x	$ 74.00 /Day=	$	3,256.00
Travel & Airline Costs	Trip	x	$ 500.00 /Trip=		
			SUBTOTAL	**$**	**15,682.40**
			PHASE SUBTOTAL	**$**	**95,593.76**

TASK		LABOR CATEGORY										
		Construction Manager II	Construction Manager II									Phase Item Costs
4.0	**On-Site Construction Coordination Phase (Cost Plus Fixed Fee)**											
	Estimated Calendar Days from Scope of Work	28	14									
	Estimated Working Days/Week from Scope of Work	6	6									
	Total Days Scoped for Resident Engineering	24	12									
	Estimated Hours/Day from Scope of Work	12	12									
4.01	Provide Resident Engineering	288	144									$ 21,600.00
	TOTALS	**288**	**144**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	$ 21,600.00

Labor Category	Total Hours		Billing Rate		Total Cost
5.0 On-Site Construction Survey Phase (Cost Plus Fixed Fee)					
Geospatial Project Mgr IV	8 hrs.	x	$ 81.00 /hr	= $	648.00
Survey Phase Manager	40 hrs.	x	$ 46.00 /hr	= $	1,840.00
Survey Party Chief	60 hrs.	x	$ 38.00 /hr	= $	2,280.00
SUBTOTAL	**108** hrs.		**SUBTOTAL**	**$**	**4,768.00**
Direct Labor Cost				= $	4,768.00
Overhead (% of Direct Labor Cost)			207.46%	= $	9,891.69
Total Labor Cost				= $	14,659.69
Fixed Fee				= $	3,000.00
			SUBTOTAL PHASE LABOR	**$**	**17,659.69**
Reimbursables					
Auto Rental	Day	x	$ 85.00 /Day=		
Mileage	1350 Mi	x	$ 0.655 /Mi=	$	884.25
Lodging + Tax & Fees	6 Day	x	$ 170.00 /Day=	$	1,020.00
Per Diem	6 Day	x	$ 74.00 /Day=	$	444.00
Travel & Airline Costs	Trip	x	$ 500.00 /Trip=		
Survey Supplies & Equip.	Each	x	/Trip=		
Survey Field Vehicle	6 Day	x	$ 85.00 /Day=	$	510.00
			SUBTOTAL	**$**	**2,858.25**
			PHASE SUBTOTAL	**$**	**20,517.94**

TASK		LABOR CATEGORY										
		Geospatial Project Mgr IV	Survey Phase Manager	Survey Party Chief								Phase Item Costs
5.0	**On-Site Construction Survey Phase (Cost Plus Fixed Fee)**											
5.01	Provide Construction Survey Control	8	40	60								$ 4,768.00
	TOTALS	**8**	**40**	**60**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	$ 4,768.00

	Contract Hours		Phase Fee	Reimbursable Costs	Total Cost
PART A - BASIC SERVICES (LUMP SUM)					
1.0 Bidding Phase (Lump Sum)	332		$ 66,850.00	$ 2,201.50	$ 69,051.50
	332	**SUBTOTAL**	**$ 66,850.00**	**$ 2,201.50**	**$ 69,051.50**
PART B - SPECIAL SERVICES (LUMP SUM)					
2.0 Construction Administration Phase (Lump Sum)	355		$ 68,180.00	$ 6,308.50	$ 74,488.50
3.0 Post Construction Coordination Phase (Lump Sum)	344		$ 62,720.00	$ 783.30	$ 63,503.30
	699	**SUBTOTAL**	**$ 130,900.00**	**$ 7,091.80**	**$ 137,991.80**

	Contract Hours		Phase Fee	Fixed Fee	Reimbursable Costs	Total Cost
PART B - SPECIAL SERVICES (COST PLUS FIXED FEE)						
4.0 On-Site Construction Coordination Phase (Cost Plus Fixed Fee)	432		$ 66,411.36	$ 13,500.00	$ 15,682.40	$ 95,593.76
5.0 On-Site Construction Survey Phase (Cost Plus Fixed Fee)	108		$ 14,659.69	$ 3,000.00	$ 2,858.25	$ 20,517.94
	540	**SUBTOTAL**	**$ 81,071.05**	**$ 16,500.00**	**$ 18,540.65**	**$ 116,111.70**
SUBCONSULTANT 1						
Quality Assurance Testing (Yeh & Associates)						$ 77,226.00
SUBCONSULTANT 2						
Pipe Inspections (Snowbridge, Inc)						$ 6,760.00
					SUBTOTAL	**$ 83,986.00**
TOTAL	**1,571**		**$ 278,821.05**	**$ 16,500.00**	**$ 27,833.95**	**$ 407,141.00**

*For the purposes of estimating the cost of mileage, per diem, and lodging are calculated in accordance with applicable IRS and GSA guidelines. At the time of invoicing mileage will be invoiced in accordance with published IRS rates at the time of service and per diem will be invoiced in accordance with published GSA rates at the time of service. Lodging will be invoiced as actual expense incurred except in the cases where specific client requirements exist that limit lodging to GSA standards.

BASE AGREEMENT
BETWEEN
JVIATION, A WOOLPERT COMPANY
AND
GUNNISON COUNTY
GUNNISON, COLORADO

Gunnison County (the "Sponsor"), agrees to retain the firm of Jviation, A Woolpert Company (the "Engineer") to perform the scope of engineering services as outlined below at the Gunnison Crested Butte Regional Airport (the "Site"). The term of this Base Agreement (the "Agreement") shall become effective upon execution by the parties and will remain in effect for five (5) years until or as terminated in accordance with the terms below.

SECTION 1. PROJECT LIST

1.1 This Agreement is for engineering services at the Site, which may include the following items (collectively, the "Project"):

- Rehabilitate Portion of Taxiway A (from A4 eastwards)
- Rehabilitate General Aviation Apron
- Rehabilitate Taxiway Connectors A4 through A8
- Expand General Aviation Apron and Facilities
- Update ALP
- SRE acquisition Runway Plow Vehicle
- ARFF Equipment
- Rehabilitate Runway 06/24 (pavement maintenance)
- DBE Reporting and Goal Setting
- Projects identified and approved under new Master Plan if within contract period

SECTION 2. SCOPE OF SERVICES

The engineering services to be provided in connection with the Project will be specified in an Amendment to this Agreement, a sample of which is attached as Exhibit A hereto, or a Statement of Work (an "SOW") accompanying such Amendment (such services collectively, when and as specified in Amendments and SOWs, the "Services").

2.1 Basic Services. Engineer may provide the following services if included in a SOW:

2.1.1 Assist the Sponsor in the preparation of the pre-application, program sketch, program narrative, and engineer's estimate, required statements and notifications, the environmental documentation, and state and regional reviews as required.

2.1.2 Consult/coordinate with the airport authority, airport staff, the Federal Aviation Administration ("FAA"), users, city, county, and other interested parties;

2.1.3 Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations, and architectural and engineering studies required for design considerations;

2.1.4 Review, and revise as necessary, the airport drawings which provide the basis for the project design;

2.1.5 Prepare preliminary Plans and Specifications and cost estimates for the design and construction;

2.1.6 Provide an acceptable airport layout plan, including exhibits and associated drawings, as required;

2.1.7 Prepare and submit final Plans and Specifications and other contract documents for approval by the Sponsor and (as required) to the FAA prior to advertising for bids;

2.1.8 Prepare a design engineer's report, including estimates of final quantities and opinion of probable construction costs. The report will be submitted with the final Plans and Specifications to the Sponsor and when applicable to the FAA;

2.1.9 Prepare or assist in the preparation of an application for federal funds and a property map;

2.1.10 Prepare Construction Safety and Phasing Plan (CSPP);

2.1.11 Coordinate the establishment of bid proposals into schedules to allow flexibility of award to match the funds available;

2.1.12 Provide complete sets of approved Plans and Specifications and other contract documents for bidding the project;

2.1.13 Arrange for and conduct a pre-bid conference and job showing;

2.1.14 Assist with the bid opening and processing of bid documents and make recommendations to the Sponsor for award of contract schedules;

2.1.15 Perform miscellaneous engineering services, e.g. hydrology studies, as requested by airport management.

2.2 Special Services. The Engineer may also provide the following special Services:

2.2.1 Soils and pavement investigations (for design), including performing soils and/or pavement testing and investigation of proposed construction areas as required for design.

2.2.2 Topographic surveys (for design), including performing topographic surveys of proposed construction areas as required for design.

2.2.3 Construction administration, including administering proposed construction activity.

2.3 Field Engineering Services. This Section 2.3 shall apply only if engineering coordination services are included within an Amendment. In such case, Engineer shall arrange for and conduct a pre-construction conference, and shall provide complete resident engineering coordination of the construction work on the Project, with sufficient qualified inspectors, who shall be present during all construction operations, to observe that construction is accomplished in accordance with the Plans and Specifications. It is expressly understood that the term "engineering coordination" does not mean that the Engineer will assume any responsibility that replaces in any way the duties and authority of a construction superintendent or other contractor charged with responsibility for the construction operation, including ways or means of construction or job site safety.

2.3.1 The Engineer, in carrying out his or her responsibilities for engineer coordination, shall endeavor to guard the Sponsor against defects and deficiencies in the permanent work constructed by the contractor, but does not in any way guarantee the performance of the contractor. The provisions of this Section 2.3 do not limit or modify Engineer's duty to act in accordance with the professional standards set forth in Section 7 below.

2.3.2 Whenever the Engineer considers it necessary or advisable in endeavoring to guard the Sponsor against defects and deficiencies in the work constructed by the contractor, the Engineer shall have the authority to provide surveys and to observe and check surveys conducted by the contractor.

2.3.3 The Engineer shall conduct materials tests required by the FAA and observe and evaluate all such tests made by the contractor in the field and in the laboratory as necessary in accordance with the Plans and Specifications. Copies of all test reports will be furnished to the Sponsor and the FAA. Test results will be available within 24 hours of receipt.

2.3.4 The Engineer shall act as the Sponsor's agent during construction to protect the Sponsor's interest and shall have the authority to recommend to the Sponsor that the construction be stopped if not in accordance with the Plans and Specifications. The Engineer will furnish the Sponsor and the FAA a weekly construction progress and inspection report if requested.

2.3.5 The Engineer shall prepare all addition and deletion change orders and supplemental agreements as required. After acceptance of a construction contract by the contractor, copies will be submitted to the Sponsor and the FAA for approval and signature before proceeding with the work.

2.3.6 The Engineer shall prepare periodic estimates during the construction of the Project and shall prepare the final estimate when the work is completed. Periodic estimates shall be submitted regularly to the Sponsor for the concurrence and submittal to the FAA for Federal participation payment requests.

2.3.7 The Engineer shall review the submitted weekly contractor's payrolls, check shop drawings, and construction submittal; and prepare and maintain necessary records of construction progress.

2.3.8 When the Project has been completed and is ready for final acceptance, the Engineer shall arrange for inspection of the finished work by the FAA, the Sponsor, the contractor, and the Engineer, following which the final estimate for the work will be considered by the Sponsor.

2.3.9 Upon acceptance of the Project, the Engineer shall prepare record drawings, including any field surveying required to compute final quantities, and a construction engineering report, and shall provide the Sponsor and the FAA with one (1) set of reproducible record drawings, one

electronic copy and one (1) copy of the construction report. These documents shall be provided in both hard copy and in an acceptable electronic format to the Sponsor.

2.3.10 On completion of the Project, the Engineer shall prepare and supply the Sponsor with an airport pavement maintenance program for the improvements constructed under the Project.

SECTION 3. COMPENSATION AND PAYMENT

The Sponsor shall pay Engineer the consideration set forth in each Amendment; which consideration shall constitute complete payment for all Services furnished in connection with the work required to be performed under the Amendment.

3.1 Method of Compensation. Each Amendment shall specifically identify the Services, the type of compensation, the applicable rates, and the reimbursable expenses.

3.1.1 For performance of Services included in each "Lump Sum" Amendment, which shall be defined and delineated in advance, payment to the Engineer will be made on the basis of a lump sum. The agreed lump sum shall represent full payment for all payroll, overhead, profit, and other direct non-salary expenses as hereinafter described. The lump sum will neither increase nor decrease unless there is a Change in Scope (as defined below). In that event, the lump sum would be subject to re-negotiation, and Engineer will prepare and submit a supplemental Amendment for Sponsor's approval.

3.1.2 For performance of Services described in each "Cost-Plus-a-Fixed-Fee" Amendment, the Sponsor shall reimburse the Engineer for allowable costs such as salary, overhead, and direct non-salary expenses, plus a fixed fee.

(A) The rates are identified on Exhibit B, Established Hourly Rate Schedule, and hereby incorporated. The rates set forth in Exhibit B are subject to annual revision by the Engineer. Annual revision must be provided to Sponsor in writing.

(B) The overhead rate is 199.73%, and is subject to annual revision by the Engineer. Annual revision must be provided to Sponsor in writing.

(C) The fixed fee is 20% of labor costs, and is subject to annual revision by the Engineer. Annual revision must be provided to Sponsor in writing.

Amendments with a cost-plus-a-fixed-fee payment may be renegotiated for both the contract upper limit, defined as the not-to-exceed contract value, and the fixed fee. In order for renegotiation to occur, the following must take place:

1) The Engineer must alert the Sponsor when the Engineer's cumulative costs approach the upper limit.

2) The Sponsor and Engineer should assess whether the remaining work effort can be completed within the remaining contract limits.

3) The Engineer must obtain Sponsor approval before exceeding the upper limit.

An increase in costs over the original contract value can occur for several reasons including, but not limited to, poor performance of construction contractor that results in additional inspection

and oversight efforts; increase in construction contract time due to weather events that exceed the norm for the location; and added scope of work or services.

On occasion, the Engineer is called upon to continue technical inspection services on construction contracts overrunning the program schedule contemplated at the time of negotiation. In most instances, the time element is beyond the control of the Engineer. In this instance the Engineer must be reimbursed for services in excess of the specified period of time agreed upon in each Amendment at a mutually acceptable fee negotiated at the time all the pertinent circumstances are known. The cost of additional Engineer technical inspection services that result from contractor caused construction delays will be included in the liquidated damages established for construction contracts.

3.2 Expenses. Sponsor shall pay all publishing costs for advertisements of notices, public hearings, requests for bids, and other similar items; shall pay for all permits and licenses that may be required by local, state, or federal authorities; and shall secure the necessary land, easements, and rights-of-way required for the Project.

3.3 Payment Schedule.

3.3.1 For performance of the Services described in each Amendment, Sponsor shall pay the compensation set forth in such Amendment in monthly increments over the period of performance of the Services, based on percentage completed unless other specific payment schedules are mutually agreed to and set forth in the Amendment.

3.3.2 Payments for all Services performed pursuant to executed Amendments shall be due within thirty (30) days after the receipt of invoices. If the Sponsor disputes any portion of an invoice, it shall not be relieved of the responsibility of paying the undisputed portion thereof.

3.4 Changes in Scope.

3.4.1 It is mutually understood and agreed that the Sponsor will compensate Engineer for Services resulting from significant changes in general scope of the Project or its design, including changes in size, complexity, project schedules, character of construction, revisions to previously accepted studies, reports, design documents for contract documents and for preparation of documents for separate bids (collectively, "Changes in Scope"), only when:

(A) Such revisions are due to causes beyond the Engineer's control,

(B) The Sponsor has authorized the additional work in an executed Amendment.

3.4.2 Compensation for such extra work when authorized by the Sponsor shall be established in each Amendment.

SECTION 4. CONTRACT DOCUMENTS

4.1 For purposes of this Agreement, the "Plans and Specifications" means all engineering designs, plans, drawings, specifications, and other reports that the Engineer delivers to the Sponsor in connection with the Project.

4.2 Technical Information. The Sponsor shall make available to the Engineer all technical data that is in the Sponsor's possession including maps, surveys, property descriptions, borings, and other information required by the Engineer and relating to the Site, the Project, and the Services.

4.3 Approval of Plans and Specifications. The Sponsor shall cooperate with the Engineer in the approval of the Plans and Specifications, or should any part of such Plans and Specifications be disapproved, shall make a timely decision in order that no undue expense will be caused the Engineer because of lack of decisions. If the Engineer is caused to incur other expenses such as extra drafting, due to changes ordered by the Sponsor after completion and approval of the plans and specifications, the Engineer shall be equitably paid for such extra expenses and services involved.

4.4 Construction Cost Opinion. Upon request by Sponsor, the Engineer shall prepare an opinion of probable construction costs, representing Engineer's reasonable judgment as a design professional (a "Cost Report"). Such Cost Report shall be provided for Sponsor's internal use and guidance only, and under no circumstances does Engineer guarantee the accuracy of the Cost Report as compared to contractor bids or actual cost to the Sponsor. Sponsor acknowledges that Engineer has no control over the actual costs of labor or materials, or over competitive bidding or market conditions.

4.5 Ownership of Plans. The original Plans and Specifications shall remain the property of the Engineer. However, reproducible copies of drawings and copies of other pertinent data will be made available to the Sponsor upon request. The Sponsor may not reuse the Plans and Specifications for any purpose other than the Project except upon (A) prior written consent of Engineer, and (B) Sponsor's agreement to indemnify, defend and hold Engineer harmless for any liability resulting from such reuse.

4.6 Delivery of Plan. The Engineer shall deliver to the Sponsor: (A) one (1) hard-copy of the final Plans and Specifications, and (B) the final Plans and Specifications in electronic form, in a reproducible and modifiable format as reasonably requested by the Sponsor (such as, for example, AutoCAD, MicroStation or other computer aided design files).

SECTION 5. FEDERAL COMPLIANCE

Engineer represents and covenants to Sponsor as follows:

5.1 The Sponsor, the FAA, and the Comptroller General of the United States or any of their designated representatives shall have access to any books, documents, papers and records of the Engineer which are directly pertinent to the grant program for the purpose of audit examination, excerpts, and transcriptions.

5.2 The Engineer has formulated, adopted, and actively maintains an affirmative action plan in compliance with Executive Order No. 11246 entitled, "Equal Employment Opportunity." The Engineer does not discriminate on the basis of race, color, religion, creed, national origin, sex or age. Goals and targets are specified in the affirmative action plan to assure its implementation.

5.3 All services performed shall be in conformance with any and all applicable rules and regulations of the FAA.

5.4 It is the policy of the DOT that "Disadvantaged Business Enterprises" (as defined in 49 CFR Part 26) shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds, and the requirements of 49 CFR Part 6 shall apply to this Agreement.

5.5 The Engineer shall ensure that Disadvantaged Business Enterprises have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. In this regard, all Contractors shall take all necessary and reasonable

steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform in the award and performance of DOT assisted contracts.

SECTION 6. INSURANCE

6.1 The Engineer shall procure and maintain at its expense during the term of this Agreement the following insurance from insurance companies authorized to do business in the State in which the Site is located, covering all operations and services under this Agreement performed by Engineer.

6.1.1 Worker's compensation and Employer's Liability insurance in accordance with the provisions of applicable law.

6.1.2 Commercial general liability in amounts not less than $1 million combined single limit per occurrence and $2 million aggregate for bodily injury, personal injury, and property damage with endorsements to include contractual liability. Engineer shall name Sponsor as Additional Insured for ongoing operations, to the extent permitted by law. Coverage shall be primary.

6.1.3 Automobile liability, bodily injury and property damage with a limit of $1 million for occurrence, combined single limit including owned, hired and non-owned autos.

6.1.4 Professional liability insurance in amounts not less than $1 million per claim and annual aggregate.

6.2 The Engineer shall furnish to the Sponsor a certificate or certificates of insurance showing compliance with this Section 6.

6.2.1 To the extent commercially available to Engineer from its current insurance company, insurance policies required under subsection shall contain a provision that the insurance company or its designee must give the Sponsor written notice transmitted in paper or electronic format: (a) 30 Days before coverage is non-renewed by the insurance company and (b) within 10 Business Days after cancelation of coverage by the insurance company.

SECTION 7. STANDARD OF CARE

7.1 The Services shall be performed in accordance with that degree of care and skill ordinarily exercised by members of the engineering profession, performing similar services in the same locality, and under the same or similar circumstances and conditions as of the date that such Services are performed. Engineer's sole liability to Sponsor for any non-conforming Services or work shall be to correct the defective item.

7.2 The remedies provided above are the Sponsor's sole remedies for any failure of Engineer to comply with its obligations. Correction of any nonconformity or reimbursement to Sponsor in the manner and for the period of time provided above shall constitute complete fulfillment of all the liabilities of the Engineer for defective or nonconforming Services, whether the claims of the Sponsor are based in contract, in tort (including negligence and strict liability), or otherwise with respect to or arising out of work performed hereunder.

SECTION 8. FORCE MAJEURE

Any delay or failure of engineer in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, war, riot, strike, fire, storm, flood, windstorm,

discovery or uncovering of hazardous or toxic materials or causes beyond the reasonable control of the Engineer, provided that prompt written notice of such delay or suspension given by the Engineer to the Sponsor. Upon receipt of said notice, if necessary, the time for performing shall be extended for a period of time reasonably necessary to overcome the effect of such delays and Engineer shall be reimbursed for the cost of such delays.

SECTION 9. TERMINATION

9.1 Termination by Sponsor. Upon five (5) business days written notice to Engineer, Sponsor may terminate the Engineer's right to proceed further with the Project and Services under this Agreement or any Amendment. In the event of such termination, Sponsor may take possession of the Project in such manner as Sponsor may deem expedient, but Engineer shall not be liable to the Sponsor for any excess cost of completion of any Services, Sponsor shall reimburse the Engineer for all costs associated with the cessation of Services, plus that portion of the Services performed prior to the date of such termination, and Sponsor shall thereafter assume all obligations, commitments, or other liabilities that the Engineer shall have theretofore incurred or made in connection with its performance of the Services and for which Engineer has not been paid and released.

9.2 Termination by Engineer. If work on the Project shall be delayed for more than 30 calendar days of account of one or more of the occurrences set forth in Section 8, or if Sponsor shall fail to pay the Engineer in accordance with the terms of Section 3, the Engineer may, at its option, upon five (5) business days written notice to Sponsor, terminate this Agreement. In the event of any such termination, Sponsor shall reimburse the Engineer for all costs of performance of the Services as the Engineer may have incurred on account of such delays. Sponsor shall thereafter assume all obligations, commitments, or other liabilities that Engineer shall have previously incurred or made in connection with its performance of the Services and for which the Engineer has not been paid and released.

9.3 Termination Without Cause. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. In the case of such termination, Engineer shall be paid for all Services performed prior to the termination date.

SECTION 10. INDEMNIFICATION

10.1 General Liability Indemnification. Each party (the "Indemnifying Party") to the fullest extent permitted by law, shall indemnify, defend, and hold harmless the other party (the "Indemnified Party") their consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Indemnifying Party, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

10.2 Professional Liability Indemnification. To the fullest extent permitted by applicable law, the Engineer agrees to indemnify and hold the Sponsor harmless from and against any liabilities, claims, damages and costs (including reasonable attorney's fees) to the extent caused by the negligence of the Engineer in performance of professional services under this Agreement. In no event shall the

indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations

10.3 Damages Waiver. Neither party to this Agreement shall be liable to the other for any indirect, incidental, consequential, exemplary, punitive or special damages or loss of income, profit or savings of any party, including third parties, arising directly or indirectly from the parties' relationship under this Agreement or applicable law, including claims based on contract, equity, negligence, intended conduct, tort, or otherwise (including breach of warranty, negligence, and strict liability in tort).

SECTION 11. MISCELLANEOUS

11.1 Interpretation. In this Agreement, unless a clear contrary intention appears, (a) words used with initial-capitalized letters shall have the definitions set forth herein, (b) the term "or" shall not be used in an exclusive manner, (c) reference to any gender includes each other gender; (d) reference to any agreement, document, or instrument means such agreement, document, or instrument as amended or modified and in effect from time to time in accordance with the terms thereof; (e) "including" (with any correlative meaning "include") means including without limitation the generality of any description preceding such term; and (f) the headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

11.2 Notices. All notices, reports, records, or other communications which are required or permitted to be given to the parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by facsimile, by electronic mail (return receipt requested), overnight courier, or by certified mail, to the receiving party at the following address:

If to Sponsor:
Gunnison County
200 East Virginia
Gunnison, CO 81230
Attention: Matthew Birnie
Telephone: 970-641-7602
Email: mbirnie@gunnisoncounty.org

If to Engineer:
Jviation, A Woolpert Company
720 S. Colorado Blvd, Ste. 1200-S
Glendale, CO 80246
Attention: Jesse Erickson
Telephone: 720-544-6516
Email: jesse.erickson@woolpert.com

or to such other address as such party may have given to the other by notice pursuant to this Section. Notice shall be deemed given on the date of delivery.

11.3 Disputes. This Agreement is made under and shall be governed by and construed in accordance with the internal laws of the State of Colorado. Any controversy or claim arising out of or related to this Agreement shall be resolved by binding arbitration in accordance with the then-effective rules of the American Arbitration Association ("AAA") and limited discovery shall be permitted. Upon notification by a party of such party's intention to arbitrate a dispute (the "Notice Date"), each party shall select one arbitrator, and the two arbitrators so chosen shall select one arbitrator. Each of the arbitrators chosen shall be impartial and independent of the parties. If a party fails to select an arbitrator within twenty days after delivery of the Notice Date, or if the arbitrators chosen fail to select a third arbitrator within twenty days after being chosen, then any

party may in writing request the judge of the United States District Court closest to Denver, Colorado senior in term of service to appoint the arbitrator or arbitrators. Each arbitration hearing shall be held at a place in Denver, Colorado acceptable to a majority of the arbitrators. The decision of a majority of the arbitrators shall be reduced to writing and shall be binding on the parties. Judgment upon the award rendered by a majority of the arbitrators may be entered and execution had in any court of competent jurisdiction or application may be made to such court for a judicial acceptance of the award and an order of enforcement. The charges and expenses of the arbitrators shall be allocated as determined by the arbitrators.

11.4 Severability. The provisions of the Agreement are severable, and, if any provision shall be determined to be illegal or unenforceable, such determination shall in no manner affect any other provision hereof, and the remainder of this Agreement shall remain in full force and effect, provided however, that the intention and essence of this contract may still be accomplished and satisfied. In the event that any provision of the Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, Engineer and Sponsor shall negotiate an equitable adjustment in the provisions of this Agreement to preserve the purpose of this contract and maintain the allocation or risk, liabilities and obligations originally agreed upon.

11.5 Governing Law. The terms of this Agreement shall be construed and interpreted under, and all respective rights and duties of the parties shall be governed by, the laws of the State of Colorado.

11.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties and the terms and conditions hereof were negotiated between the parties on an arms-length basis and no obligation or covenant of good faith or fair dealing shall be implied or interpreted as conferring upon either party any right, duty, obligation or benefit other than expressly set forth herein. No modifications or amendments to this Agreement shall be valid unless agreed to by the parties in writing and signed by their authorized representatives.

11.7 Warranties – Exclusion or Limitation. Except as specifically provided in this Agreement, Engineer does not make, give or extend, and the Sponsor waives, any warranties, representations or guarantees of any kind or nature, express or implied, arising by law, statute, in contract, civil liability or tort, or otherwise, concerning the transaction which is the subject of the Plans and Specifications or the Services, including any performance guaranty and any implied warranty as to merchantability or fitness for a particular purpose or arising from a course of dealing or usage of trade as to any equipment, materials, or work furnished under this Agreement.

11.8 Successors; Assignment. This Agreement shall be binding upon each party and its successors and assigns. Neither the Sponsor nor the Engineer shall assign, sublet, or transfer its interest in this contract without the written consent of the other.

11.9 Counterparts and Facsimile or Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. A facsimile or other electronically delivered signature to this Agreement shall be deemed an original and binding upon the party against whom enforcement is sought.

11.10 Section 163. The FAA's federal action is limited to airport layout plan (ALP) approval of only those portions of projects that meet the criteria established in 49 U.S.C. §47107(a)(16)(B), commonly referred to as Section 163(d) of the FAA Reauthorization Act of 2018. If it is determined that the FAA does not have authority over a portion of the project and associated work completed ahead of the determination is no longer FAA eligible, the Sponsor will remain responsible for this portion of the work.

11.11 TABOR. This Agreement is subject to Sponsor making an annual budget appropriation in an amount sufficient to fund this Agreement. If Sponsor fails or refuses to make such an appropriation, Sponsor reserves the right to terminate this Agreement pursuant to Section 9 of this Agreement.

11.12 Immigration Compliance Certification.

11.12.1 Jviation certifies that it does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.

11.12.2 Jviation certifies that it has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.

11.12.3 Jviation certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.

11.12.4 Jviation agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. § 8-17.5-102 by the Colorado Department of Labor and Employment.

11.12.5 Jviation agrees to comply with the provisions of C.R.S. § 8-17.5-101 et seq.

SECTION 12. FAA PROVISIONS

The parties recognize that these Federal Provisions may be revised from time to time by the Federal Government.

I. CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS (*Reference: 49 CFR Part 21*)

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

- **Compliance with Regulations.** The Engineer shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- **Nondiscrimination.** The Engineer, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations

under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- **Information and Reports.** The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of an Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

- **Sanctions for Noncompliance.** In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

  a) Withholding of payments to the Engineer under the contract until the Engineer complies, and/or
  b) Cancellation, termination, or suspension of the contract, in whole or in part.

- **Incorporation of Provisions.** The Engineer shall include the provisions of paragraphs one through five (*Compliance with Regulations*, *Nondiscrimination*, *Solicitations for Subcontracts*, *Information and Reports*, and *Sanctions for Noncompliance*) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event an Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

II. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

III. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS (*Reference: Airport and Airway Improvement Act of 1982, Section 520; Title 49 47123;AC 150/5100-15, Para. 10.c.*)

The Engineer agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Engineer and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

IV. DISADVANTAGED BUSINESS ENTERPRISES (*Reference: 49 CFR Part 26*)

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

    1) Withholding monthly progress payments;
    2) Assessing sanctions;
    3) Liquidated damages; and/or
    4) Disqualifying the Contractor from future bidding as non-responsible.

- **Prompt Payment (§26.29)** - The prime Engineer agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than Fifteen (15) days from the receipt of each payment the prime Engineer receives from Sponsor. The prime Engineer agrees further to return retainage payments to each subcontractor within Fifteen (15) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Board. This clause applies to both DBE and non-DBE subcontractors.

V. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (*Reference: 49 CFR Part 20, Appendix A*)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

VI. ACCESS TO RECORDS AND REPORTS (*Reference: 49 CFR Part 18.36(i); FAA Order 5100.38*)

The Engineer shall maintain an acceptable cost accounting system. The Engineer agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representative's access to any books, documents, papers, and records of the Engineer which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Engineer agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

VII. BREACH OF CONTRACT TERMS (*Reference: 49 CFR Part 18.36*)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

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

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

VIII. RIGHTS TO INVENTIONS (*Reference: 49 CFR Part 18.36(i)(8); FAA Order 5100.38*)

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

IX. TRADE RESTRICTION CLAUSE (*Reference: 49 CFR Part 30.13; FAA Order 5100.38*)

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

- is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);

- has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and

- has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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

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

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Engineer or subcontractor: Required Contact Provisions Issued on January 29, 2016 Page 64 AIP Grants and Obligated Sponsors Airports (ARP)

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or

2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or

3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

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

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

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

X. TERMINATION OF CONTRACT (*Reference: 49 CFR Part 18.36(i)(2); FAA Order 5100.38*)

The Sponsor may, by written notice to the Engineer, terminate this Agreement for its convenience and without cause or default on the part of the Engineer. Upon receipt of the notice of termination, except as explicitly directed by the Sponsor, the Engineer must immediately discontinue all services affected.

Upon termination of the Agreement, the Engineer must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

The Sponsor agrees to make just and equitable compensation to the Engineer for satisfactory work completed up through the date the Engineer receives the termination notice. Compensation will not include anticipated profit on non-performed services.

The Sponsor further agrees to hold Engineer harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

Termination by Sponsor: The Sponsor may terminate this Agreement in whole or in part, for the failure of the Engineer to:

1) Perform the services within the time specified in this contract or by the Sponsor approved extension;
2) Make adequate progress so as to endanger satisfactory performance of the Project;
3) Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Engineer must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Engineer must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

The Sponsor agrees to make just and equitable compensation to the Engineer for satisfactory work completed up through the date the Engineer receives the termination notice. Compensation will not include anticipated profit on non-performed services.

The Sponsor further agrees to hold Engineer harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Sponsor determines the Engineer was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Sponsor issued the termination for the convenience of the Sponsor.

Termination by Engineer: The Engineer may terminate this Agreement in whole or in part, if the Sponsor:

1) Defaults on its obligations under this Agreement;
2) Fails to make payment to the Engineer in accordance with the terms of this Agreement;
3) Suspends the Project for more than [180] days due to reasons beyond the control of the Engineer.

Upon receipt of a notice of termination from the Engineer, Sponsor agrees to cooperate with Engineer for the purpose of terminating the agreement or portion thereof, by mutual consent. If Sponsor and Engineer cannot reach mutual agreement on the termination settlement, the Engineer may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Sponsor's breach of the contract.

In the event of termination due to Sponsor breach, the Engineer is entitled to invoice Sponsor and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Engineer through the effective date of termination action. Sponsor agrees to hold Engineer harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (*Reference: 49 CFR Part 29; FAA Order 5100.38*)

The Engineer certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/Engineer or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

XII. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (*Reference: 20 CFR part 1910*)

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

XIII. CLEAN AIR AND WATER POLLUTION CONTROL *(Reference: 2 CFR § 200 Appendix II(G))*

Engineer agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Engineer agrees to report any violation to the Sponsor immediately upon discovery. The Sponsor assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Engineer must include this requirement in all subcontracts that exceeds $150,000.

XIV. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS *(Reference: 2 CFR § 200 Appendix II (E))*

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

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

3. **Withholding for Unpaid Wages and Liquidated Damages.** The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. **Subcontractors.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any

lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

XV. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) *(Reference: 29 USC § 201, et seq.)*

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Engineer has full responsibility to monitor compliance to the referenced statute or regulation. The Engineer must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

XVI. TEXTING WHEN DRIVING *(Reference: Executive Order 13513, DOT Order 3902.10)*

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

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

XVII. ENERGY CONSERVATION REQUIREMENTS *(Reference: 2 CFR § 200 Appendix II(H))*

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

XVIII. VETERAN'S PREFERENCE *(Reference: 49 USC § 47112(c))*

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

XIX. CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS *(Reference: Section 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 and DOT Order 4200.6)*

By signing this Agreement, the Consultant agrees:

1. It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid

in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. It is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By: _____
Jonathan Houck, Chairperson

_____
Roland Mason, Commissioner

_____
Elizabeth Smith, Commissioner

Attest:

GUNNISON COUNTY SEAL COLORADO

_____
Katherine Haase, Deputy Clerk

ENGINEER:
Jviation, A Woolpert Company

By: _____

Name: Jason Virzi, PE

Title: Vice President

Attest:

_____

Exhibit A
to
Base Agreement

Form of Amendment

See attached.

AMENDMENT NO. ONE (1) TO CONTRACT
DATED _____
BETWEEN
JVIATION, A WOOLPERT COMPANY
AND
SPONSOR
CITY, STATE

The Sponsor and the Engineer agree to amend their contract for improvements to the _____, _____ (city), _____ (state) to include fees for engineering services. The improvement Item No. is included in the Scope of Work of the original contract. The item covered by this amendment is described as follows:

Item No.

- or other work as identified.

The Sponsor agrees to pay the Engineer for the services listed under Section 2 of the original contract in the following manner, and within the time constraints outlined in the AIP development schedule.

PART A - BASIC SERVICES

DESIGN

Preliminary Design ..... Lump sum of $0.00
Design ..... Lump sum of $0.00

BIDDING

Bidding ..... Lump sum of $0.00

REIMBURSABLE COSTS (typically remove this section and roll fees into specific elements)

Reimbursable Costs During Design ..... Lump sum of $0.00

TOTAL BASIC SERVICES ..... Lump sum of $0.00

Method of payment shall be as follows:

If work is abandoned, or terminated, after obtaining approval by the Sponsor and the FAA of the final construction plans and specifications, the Sponsor shall reimburse up to 100 percent of the total lump sum as listed under PART A, and 100 percent of the invoiced costs for soils and pavement investigations, topographic surveys, and hydrological studies, or other studies as listed under PART B.

PART B - SPECIAL SERVICES

The maximum estimated SPECIAL SERVICES engineering is as follows:

GEOTECHNICAL INVESTIGATIONS (FOR DESIGN)

Geotechnical Investigations ..... Lump sum of $0.00

TOPOGRAPHIC SURVEYS (FOR DESIGN)

Topographic Surveys ..... Time and Materials of $0.00

ACCEPTANCE TESTING (FOR CONSTRUCTION)

Acceptance Testing ..... Lump Sum of $0.00

TOTAL SUBCONSULTANT SERVICES ..... Lump sum of $0.00

CONSTRUCTION ADMINISTRATION

Construction Administration ..... Lump Sum of $0.00
Pre-Construction Coordination ..... Lump Sum of $0.00
Post Construction ..... Lump Sum of $0.00

TOTAL CONSTRUCTION ADMINISTRATION ..... Lump sum of $0.00

CONSTRUCTION COORDINATION AND FIXED FEE

Construction Coordination ..... Cost Plus of $0.00
Fixed Fee for Construction Coordination ..... Lump Sum of $0.00

REIMBURSABLE COSTS

Reimbursable Costs During Construction Coordination ..... Actuals Not to Exceed of $0.00

TOTAL CONSTRUCTION COORDINATION AND FIXED FEE $0.00

TOTAL SPECIAL SERVICES $0.00

TOTAL $0.00

Method of payment shall be as follows:

For services rendered under PART B - SPECIAL SERVICES, the Sponsor agrees to make monthly payments based upon the work performed by the Engineer, up to 90 percent of the total contract. The final ten percent of the fee shall be due and payable when the project final inspection and the construction report have been completed, and when reproducible Record Drawings have been submitted to the Sponsor and when the revised Airport Layout Plan has been approved by the FAA or when the construction work has terminated. The Record Drawings and Construction Report shall be submitted within a period of 90 days from end of construction period.

All other terms and conditions of the original contract shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ day of _____ 202__.

SPONSOR:
[NAME]

ATTEST:

By: _____

_____

Name: Insert Before Printing

Title: Insert Before Printing

ENGINEER:
Jviation, A Woolpert Company

By: _____

Name: Insert Before Printing

Title: Insert Before Printing

Exhibit B
to
Base Agreement

Rates

See attached.

Jviation, A Woolpert Company
Billing Rate Schedule for 2022

Principal	$295.00
Senior Consultant III	$285.00
Senior Consultant II	$275.00
Senior Consultant I	$265.00
Senior Project Manager	$290.00
Engineer Program Director I	$290.00
Project Manager IV	$255.00
Project Manager III	$230.00
Project Manager II	$210.00
Project Manager I	$180.00
Engineer Phase Manager IV	$210.00
Engineer Phase Manager I	$155.00
Quality Control Manager	$255.00
Electrical Phase Manager IV	$260.00
Associate Electrical Engineer I	$140.00
Engineer III	$175.00
Associate Engineer II	$155.00
Associate Engineer I	$130.00
Architect II	$190.00
Architectural Designer II	$170.00
Architectural Designer I	$130.00
Planning Manager	$290.00
Planner Program Director I	$290.00
Planner IV	$260.00
Planner Phase Manager IV	$210.00
Planner III	$180.00
Associate Planner I	$155.00
Designer II	$170.00
Construction Manager IV	$220.00
Construction Manager III	$195.00
Construction Manager II	$170.00
Construction Manager I	$140.00
CADD Tech III	$140.00
CADD Tech II	$120.00
CADD Tech I	$105.00
Graphic Artist I	$105.00
Proposal Coordinator I	$120.00
Technical Writer I	$120.00
Project Coordinator II	$135.00
Project Coordinator I	$115.00
Ops Manager III	$280.00
Ops Manager II	$210.00
Billing Analyst Team Lead II	$140.00
Support III	$120.00
Support II	$105.00
Support I	$95.00
Intern	$66.00

Woolpert Survey
Rate Schedule for 2022

Survey Manager	$235.00
Survey Phase Manager	$135.00
Survey Party Chief	$120.00
Land Surveyor (PLS)	$175.00
GIS Technician III	$135.00
GIS Technician II	$105.00
UAS Pilot	$105.00

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AMENDMENT NO. ONE (1) TO CONTRACT
DATED SEPTEMBER 29, 2022
BETWEEN
JVIATION, A WOOLPERT COMPANY
AND
GUNNISON COUNTY
GUNNISON, COLORADO

The Sponsor and Jviation agree to amend their contract for improvements to the Gunnison Crested Butte Regional Airport, Gunnison, Colorado to include fees for engineering services. The improvement item is included in the Scope of Work of the original contract. The item covered by this amendment is described as follows:

- Rehabilitate General Aviation Apron

The Sponsor agrees to pay Jviation for the services listed under Section 2 of the original contract in the following manner, and within the time constraints outlined in the development schedule.

PART A - BASIC SERVICES

DESIGN

Preliminary Design	Lump sum of $76,840.00
Design	Lump sum of $322,770.00
TOTAL BASIC SERVICES	Lump sum of $399,610.00

PART B - SPECIAL SERVICES

The maximum estimated SPECIAL SERVICES engineering is as follows:

SUBCONSULTANTS

Geotechnical Investigations	Lump sum of $54,000.00
Cultural Resource Survey	Lump sum of $3,000.00
TOTAL SUBCONSULTANT SERVICES	Lump sum of $57,000.00

DESIGN SURVEY

Design Survey	Lump sum of $23,050.50
TOTAL CONSTRUCTION ADMINISTRATION	Lump sum of $23,050.50
TOTAL SPECIAL SERVICES	$80,050.50
TOTAL	$479,660.50

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Method of payment shall be as follows:

For the purposes of estimating the amount of expenses which will be incurred by the Engineer, the cost of mileage is calculated in accordance with the current IRS rate and per diem and lodging are calculated in accordance with applicable, current GSA rates. The actual amounts to be invoiced for mileage and per diem will be in accordance with the applicable, published IRS and GSA rates at the time of service and may vary from the rates used in the fee estimate.

All other terms and conditions of the original contract shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 20th day of December 2022.

SPONSOR:
Gunnison County

By: _____

Name: Jonathan Houck

Title: Chair, Board of County Commissioners

ATTEST:

_____

GUNNISON COUNTY SEAL COLORADO

JVIATION, A WOOLPERT COMPANY:

By: DocuSigned by: Jason Virzi 88C66044F188434...

Name: Jason Virzi, PE

Title: Vice President

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SCOPE OF WORK
FOR
GUNNISON-CRESTED BUTTE REGIONAL AIRPORT
Gunnison, Colorado
CDAG Project No. 23-GUC-01
General Aviation Ramp Rehabilitation
with Apron Expansion Preliminary Planning

This is an Appendix attached to, made a part of and incorporated by reference with the Consulting Contract dated November 2, 2022 between Gunnison County and Jviation, a Woolpert Company for providing professional services. For the remainder of this scope the Gunnison-Crested Butte Regional Airport is indicated as "Sponsor" and Jviation, a Woolpert Company is indicated as "Engineer." The estimated construction costs for the apron rehabilitation is $9,600,000 and the budget for this phase of the project is approximately $4,500,000. This construction budget does not include administrative, legal, or professional fees.

This project shall consist of preparing Construction Plans, Contract Documents, Technical Specifications, and Engineer's Design Report, along with Design Survey and Geotechnical Investigation for the General Aviation Ramp Rehabilitation with General Aviation Ramp Expansion Preliminary Planning Project. This scope of work is for the consulting services provided by the Engineer for the Sponsor. See Exhibit No. 1 below for the project location.

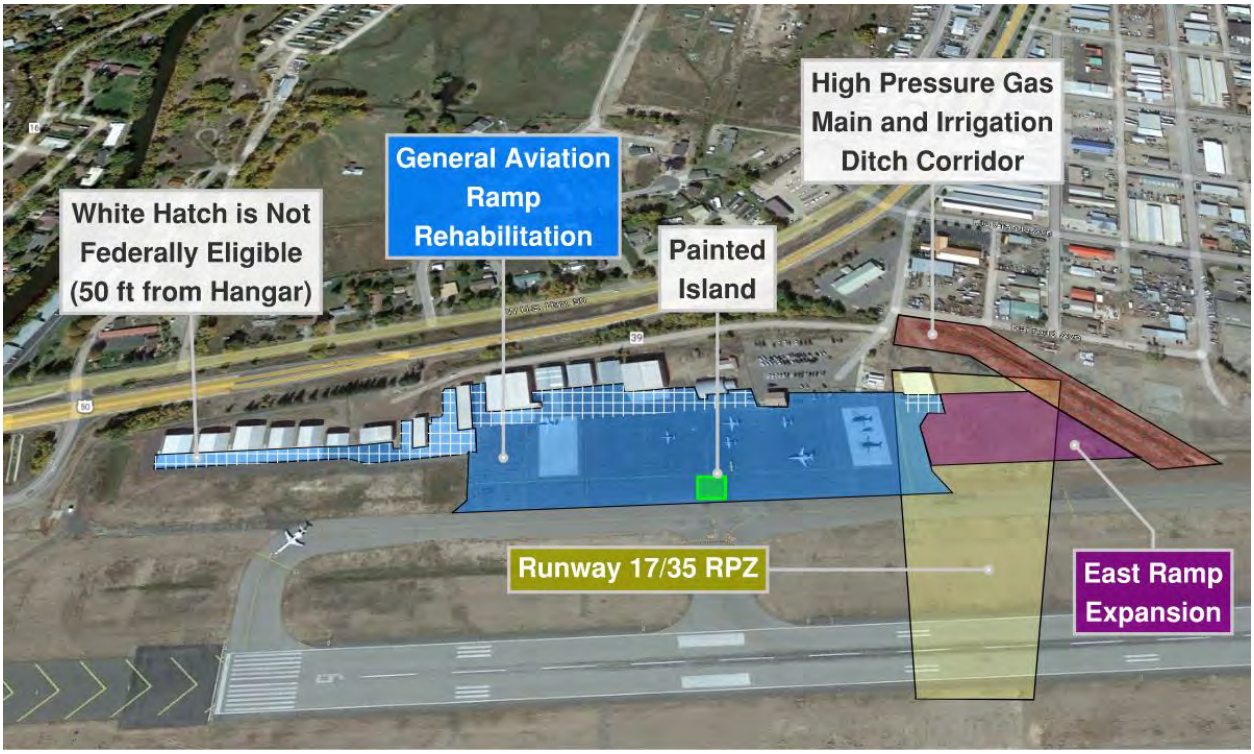


EXHIBIT NO. 1 – General Aviation Ramp Improvements

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DESCRIPTION

The project scope of work will include two main components: rehabilitate the General Aviation Ramp pavement and preliminary planning for the expansion of the General Aviation Ramp to the east. All work elements will include a field investigation and design analysis. The project will be phased to minimize impacts to existing operations and to accommodate the anticipated funding schedule.

The existing General Aviation (GA) Ramp is comprised of approximately 500,000 square feet of asphalt and numerous, small concrete pads. Based on historical records the ramp has been built out in 6 major portions between 1948 and 1985. The pavement section includes 2" to 6" of asphalt over 10" of base material on native subgrade. The condition of the asphalt on the GA Ramp is poor and includes significant cracking. While a vast majority of the cracks are sealed, the number and size of the cracks indicates that the structure of the asphalt may need to be replaced. Based on CDOT Aeronautics Pavement Evaluation & Management Program, in 2022 the western ¾ of the asphalt ramp has a PCI value of 40. The eastern ¼ of the asphalt ramp has a PCI value of 31.

The rehabilitation methodology will be determined with the support of a pavement and soils evaluation by a Geotechnical Engineer. Pavement structure and subsurface soil parameters will be analyzed along with the GA Ramp's fleet mix to develop alternatives for rehabilitating the asphalt pavement. Alternatives include surface asphalt replacement (mill and fill), full depth asphalt replacement, full depth asphalt replacement and base reclamation (with FAA approval), or full depth pavement section replacement. Considering the deteriorated state of the existing asphalt pavement, it is unlikely that a surface asphalt replacement will be sufficient to rehabilitate the GA Ramp.

The concrete hard stands in the GA Ramp are in better shape. The Western concrete hard stand has a 2022 PCI value of 90. The Eastern concrete hard stand has a 2022 PCI value of 78. These can be repaired and have life remaining. Crack repair, joint sealing, and spall repair will be considered as rehabilitation methods.

The existing GA Ramp has one area that allows direct access from the ramp to the runway. This has been identified as requiring correction during the rehabilitation project. The current Airport Layout Plan (ALP) depicts a painted island to be located between the GA Ramp and Taxiway A2. Options for marking the area will be evaluated, considering visibility and snow removal operations.

There are portions of the GA Ramp that are not eligible for federal funding. These areas are identified in the AIP Handbook as being located within 50' of a private hangar. The program funding will identify the repairs required in these areas so that budget allowances can be set.

Depending on the rehabilitation method that is selected during the preliminary design phase, the impact to the existing GA Ramp area could be significant. In order to properly design the current rehabilitation construction, preliminary planning for future improvements will be considered. The GA Ramp Expansion is depicted to the east of the existing GA Ramp on the current ALP (approx. 100,000 square feet). The existing GA Ramp experiences high volumes of traffic, typically around the holidays. During these periods the capacity of the ramp is exceeded, requiring use of the Commercial Ramp and Taxiway A to park overflow aircraft. Expansion of the ramp will allow additional space for the overflow traffic. By providing preliminary layouts, pavement sections, and grading, the current design efforts can be developed in a way that compliments future design phases.

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The expansion to the east is limited by a high-pressure gas main and an irrigation ditch. The size and connections to the ramp and taxiway system will be determined during the General Aviation Ramp Expansion Preliminary Planning task. A full depth pavement section will be developed to FAA standards to accommodate the airfield's GA fleet mix. The expansion area is located under the RPZ for Runway 17/35. The evaluation of the expansion will include recommendations for shortening the dirt Runway 17/35 to remove the GA Ramp Expansion from the RPZ.

The design of the project will be funded by a grant from the CDOT Aeronautics Division. The scope of work will include preliminary and final design. The construction of the project will be funded by the AIP Program and may need to be divided into work schedules to meet available funds.

The engineering fees for this project will be broken into two parts. **Part A-Basic Services** includes**;** 1) Preliminary Design Phase, 2) Design Phase, and Reimbursable Costs During Design and **Part B-Special Services,** which includes**;** 4) Design Survey Phase, and Reimbursable Costs During Survey. Additional services that will be completed by subconsultants to the Engineer, including the proposed geotechnical investigation and cultural survey will also be included under **Part B-Special Services.** Parts A and B and the three phases are described in more detail below.

PART A - BASIC SERVICES consists of the Preliminary Design Phase, and Design Phase, all invoiced on a lump sum basis.

1.0 Preliminary Design Phase

1.01 Coordinate and Attend Meetings with the Sponsor and FAA. Meetings with the Sponsor and the FAA will take place to determine critical project dates, establish the proposed design schedule and AIP development schedule, review environmental component(s), determine the feasibility of the proposed project and to establish the need for topographical surveying, pavement investigation and/or geotechnical testing. Various meetings during the design phase will also be conducted to review the progress of the design, discuss construction details and proposed time frame of construction and identify any special requirements for the project. It is anticipated that there will be up to five meetings with the Sponsor and/or the FAA throughout the course of the design.

1.02 Prepare Project Scope of Work and Contract. This task includes establishing the scope of work through meetings outlined above. Fees will be negotiated with the Sponsor and may be subject to an independent fee estimate conducted by a third party hired by the Sponsor. This task also includes drafting the contract for the work to be completed by the Engineer for the Sponsor once negotiations are complete.

1.03 Prepare Preliminary Cost Estimating. This task includes creating a preliminary construction rough order of magnitude (ROM) cost estimate, a preliminary working days estimate, a preliminary overall project schedule, and a preliminary overall project budget. The preliminary construction ROM cost estimate will be based upon the most current information available at the time of preparation. Work to refine these estimates is included under Task 2.13.

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1.04 Provide Project Coordination. The Engineer shall provide project management and coordination services to ensure the completion of the design. These duties include:

- Time the Engineer spends planning, organizing, securing and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.
- The Engineer will analyze the budget semi-monthly to ensure budget and staffing needs are on track to meet design schedules within budget.
- Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in day-to-day project coordination.
- The Engineer will prepare and submit monthly invoicing.

The Engineer will complete the following tasks:

- Provide the Sponsor with a monthly Project Status Report (PSR), in writing, reporting on Engineer's progress and any problems that may arise while performing the work. The PSR must include an update of the project schedule, as described in this section, when schedule changes are expected.
- Submit for acceptance and maintain, a design schedule detailing the scheduled performance of the work.
- Create and maintain a Quality Control Checklist (QCC) for the project. The QCC shall include personnel, project milestone checking and peer review procedures at each phase of the project.

1.05 Review Existing Documents. The Engineer will gather and review existing available documentation that may be relevant to the project, including, but not limited to, record drawings (as-builts), design reports, final reports, utility reports/maps and previous surveys. The Engineer may use relevant information from this review to coordinate the design and topographical survey for the project

1.06 Coordinate Topographical Surveys. This task includes preparing the requirements, establishing the limits of the survey area and scheduling time for the survey to be completed. Survey will be performed in-house under Task 4.1. The Project Manager is expected to visit the project site to coordinate the survey activities with the Sponsor and the survey team.

1.07 Coordinate Geotechnical Investigation. This task includes preparing the requirements for soils testing, establishing the limits of work, and scheduling a time for testing to be completed. The requirements of the geotechnical investigation shall be established in accordance with FAA AC 150/5320-6 (current edition), *Airport Pavement Design and Evaluation.* Negotiating with the geotechnical engineering firm for a cost to perform the work and providing an on-site representative of the Engineer during the geotechnical investigation is also included in this task.

1.08 Coordinate with Local Utility Companies. This task includes meeting and coordinating with local utility agencies who are anticipated to be affected by the project. The Engineer will furnish plans to the agencies at the 60% and 100% review stages of the design, or as requested, to enable the agencies to coordinate efforts for the installation or relocation of any utilities, as necessary.

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1.09 Prepare State Grant Application. This task consists of preparing the state grant application for the design effort. Preparation of the application includes the following:

- Prepare state grant application on the CDOT Aeronautics website.
- Prepare Project Financial Information.
- Prepare Project Sketch (11" x 17").

The completed grant application will be saved on the CDOT Aeronautics website for the Sponsor to review. Once the Sponsor approves the grant application, the Sponsor will submit the grant application on the CDOT Aeronautics website.

1.10 Prepare Environmental Documentation. The FAA has determined that a Categorical Exclusion (CATEX) applies to the project according to FAA orders 1050.1F and 5050.4B. The Engineer shall complete a documented CATEX following current FAA guidance and address potential environmental effects resulting from the proposed project. An overall environmental exhibit will be created as part of this scope of work, approved by the FAA, and referenced throughout the project.

1.11 Prepare Disadvantaged Business Enterprise (DBE) Program and Goal. The Sponsor has an established Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The current DBE program has not been updated since 2019. In order to be in compliance with 49 CFR Part 26, the program will be amended. The Engineer shall assist the Sponsor with this task. The Engineer will research the current state highway certified DBE listings and local area contractors to determine the availability of potential DBE contractors. The Engineer will prepare preliminary construction cost estimates and establish potential DBE work tasks. The Engineer will finalize the DBE goal work sheets for the Sponsor for submittal to the FAA Civil Rights Office for approval. Preparation of the amended DBE program will include the following tasks:

- Prepare preliminary program with Sponsor specific information.
- Compile additional information from Sponsor to finalize program.
- Revise program after Sponsor review.
- Submit program to FAA/Civil Rights Office (CRO); revise per CRO review.
- Resubmit Program to CRO for final approval.
- Calculate base figure for DBE goal.
- Adjust base figure for DBE goal.
- Calculate Race Neutral and Race Conscious DBE goals.
- Consultation and Publication for DBE goals.
- Submit DBE goal to CRO.
- Revise DBE goals after Sponsor and FAA review.

TASK 1 DELIVERABLES	TO FAA/STATE	TO SPONSOR
1.01 Meeting Agendas, AIP Development Schedule and Meeting Minutes from Pre-Design Meeting	✓	✓
1.02 Scope of Work and Draft Contract for the Sponsor	✓	✓
1.03 Preliminary Cost Estimate	✓	✓
1.04 Design Schedule, PSR, and Monthly Invoicing		✓
1.09 State Grant Application	✓	✓
1.10 Environmental Documentation	✓	✓
1.11 DBE Program/Goal	✓	✓

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TASK 1 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
1.01 Pre-Design and FAA Coordination Meetings.	• Gunnison, CO One (1) Engineer and one (1) Project Manager Assume One (1) hour via teleconference (5 meetings)
1.06 Coordinate Topographical Surveys.	• Gunnison, CO One (1) Project Manager • Assume Twelve (12) hour trip to Gunnison
1.07 Coordinate Geotechnical Investigation.	• Gunnison, CO One (1) Engineer • Assume Five (5) days for a twelve (12) hour per day in Gunnison
1.08 Utility Coordination with Local Utility Companies	• Gunnison, CO One (1) Engineer and one (1) Project Manager Assume One (1) hour via teleconference (3 meetings)

2.0 Design Phase

2.01 Analyze Topographic Survey Data. This task includes analyzing the topographical surveying data and preparing the data for use with computer modeling. This will include the following tasks:

- ✈ Generate three-dimensional contour model from TIN - surface model.
- ✈ Prepare and process data for spot elevations, grading and/or paving cross sections.

2.02 Analyze Geotechnical Investigation Data. This task includes analyzing the geotechnical investigation. This will include the following tasks:

- ✈ Review Geotechnical Engineer recommendations.
- ✈ Determine appropriate data for the pavement design form(s).
- ✈ Provide recommendations for rehabilitation methodology.
- ✈ Input data for computer modeling with topographical survey data.
- ✈ Prepare soil information for incorporation on the construction plans.

2.03 Prepare Pavement Design. After receiving the geotechnical investigation data, the Engineer will analyze the data and prepare a proposed pavement section using current FAA design software (FAARFIELD). Different alternatives will be reviewed including a surface rehabilitation, a full depth pavement rehabilitation, or a full depth replacement. In addition to determining the proposed pavement section for the current and anticipated traffic, a pavement classification rating (PCR) analysis will be performed to determine the runway PCR classification based on the expected fleet mix. The Engineer will submit the FAARFIELD computer printouts with a narrative to the FAA. The following tasks will be completed:

- ✈ Determine appropriate data for pavement design.
- ✈ Input data for computer modeling with topographical survey data.
- ✈ Prepare an exhibit showing the existing pavement and base course thickness.
- ✈ Determine areas of existing pavement to be removed and replaced.
- ✈ Prepare pavement and soils information for incorporation on the construction drawings.
- ✈ Verify elevation of water table.
- ✈ Compile the current airport fleet mix.
- ✈ Input data into FAARFIELD.

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- Run pavement design scenarios.
- Analyze output from FAARFIELD.
- Select preferred pavement section.
- Compare pavement section to FAA Advisory Circular (AC) 150/5320-6 (Current Edition), *Airport Pavement Design and Evaluation.*
- Verify frost design method.
- Verify overexcavation requirements (if needed).
- Verify optimum moisture content for subgrade preparation.

2.04 Prepare Preliminary Contract Documents. This task includes preparing the Preliminary Contract Documents, including Contract Proposal, Bid Bond, Contractor Information Sheet, Subcontractor/Material Supplier List, Disadvantaged Business Utilization Commitment, DBE Participation Form, Certification of Non-Segregated Facilities, Equal Employment Opportunity Report Statement, Buy America Certification, Buy America Waiver Request, Buy America Conformance Listing, Certification Statement Regarding Undocumented Individuals, Bid Proposal, Contract, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Notice of Contractor's Settlement, General Provisions, FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction,* and Wage Rates. The wage rates will be updated at the time of advertisement to reflect the most current wage rates available. Preparation will include establishing the location for the bid opening, dates for advertisement and description of the work schedule. Also included in the Preliminary Contract Documents, and covered under separate tasks below, are the Construction Safety and Phasing Plan, Technical Specifications, and Special Provisions. Preliminary Contract Documents will be prepared as early as possible during the design phase and submitted to the Sponsor for review.

2.05 Prepare Construction Safety and Phasing Plan (CSPP). This task includes meeting with the Sponsor to discuss the current operations of the airport to assist in determining how the proposed construction phasing of the project will affect these operations. From these meetings, a complete Construction Safety and Phasing Plan (CSPP) will be developed to ensure safety compliance when coordinating construction activities and airport operations. The CSPP will be developed in accordance with the requirements of FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction.* A construction phasing plan that meets the requirements of the AC and operational needs of the airport will be developed and included in the Contract Documents. This plan will also identify any nighttime work, continuous working times, or other unusual conditions that could affect the Contractor's normal progress on the project. The draft CSPP will be submitted at 30% complete and at 95% complete for ADO review. Upon preliminary approval from the ADO, the CSPP will be submitted to FAA for OE/AAA coordination.

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2.06 Prepare Preliminary Construction Plans. This task includes preparing the following list of construction plans for the project. Additional plans may be added during the design phase as needed:

Plan Name/Description	Number of Sheets
Cover Sheet	1
Index of Drawings, Summary of Approximate Quantities and General Notes	1
Survey Control Plan	1
Geotechnical Investigation Plan	2
Safety Plan	1
Construction Layout Plan	1
Construction Phasing Plan	4
Environmental Requirements and Details	1
Demolition Plan	5
Geometric Layout Plan	5
Overall Grading and Drainage Plan	1
Grading and Drainage Plan	5
Typical Sections	5
Pavement Marking Plan	3
Pavement Marking Details	4
Drainage Plan and Profile	2
Drainage Details	2
Seeding and Erosion Control Plan	1
Seeding and Erosion Control Details	2
Electrical Demolition Plan	2
Electrical Layout Plan	2
Electrical Details	2
Total Sheet Count	**53**

2.07 Prepare Preliminary Technical Specifications. This task includes assembling the technical specifications necessary for the project. Standard FAA specifications will be utilized where possible, with the guidance from FAA AC 150/5370-10 (Current Edition)*, Standard Specifications for Construction of Airports*. Additional specifications will be prepared to address work items for materials that are not covered by the standard FAA specifications. The standard specifications to be utilized shall include, but are not limited to, the following:

- Item C-100 Contractor Quality Control Program (CQCP)
- Item C-102 Temporary Air and Water Pollution, Soil Erosion and Siltation Control
- Item C-105 Mobilization
- Item C-110 Method of Estimating Percentage of Material Within Specification Limits (PWL)
- Item P-101 Preparation/Removal of Existing Pavements
- Item P-151 Clearing and Grubbing
- Item P-152 Excavation, Subgrade and Embankment
- Item P-154 Subbase Course
- Item P-207 In-Place Full Depth Reclamation (FDR) Recycled Asphalt Aggregate Base Course
- Item P-208 Aggregate Base Course
- Item P-209 Crushed Aggregate Base Course
- Item P-217 Aggregate-Turf Runway/Taxiway
- Item P-401 Asphalt Mix Pavement
- Item P-403 Plant Mix Asphalt Pavements (Colorado Modified)
- Item P-604 Compression Joint Seals for Concrete Pavements
- Item P-605 Joint Sealants for Pavements

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- Item P-610 Concrete for Miscellaneous Structures
- Item P-620 Runway and Taxiway Marking
- Item D-701 Pipe for Storm Drains and Culverts
- Item D-705 Pipe Underdrains for Airports
- Item D-751 Manholes, Catch Basins, Inlets and Inspection Holes
- Item T-901 Seeding
- Item T-908 Mulching
- Item L-108 Underground Power Cable for Airports
- Item L-110 Airport Underground Electrical Duct Banks and Conduits
- Item L-115 Electrical Manholes and Junction Structures
- Item L-125 Installation of Airport Lighting Systems

Additional Non-FAA specifications will include, but are not limited to, the following items:

- Item P-159 Watering
- Item P-601 Crack Repair with Major Crack Repair
- Item P-640 Aircraft Tiedown Anchors
- Item D-710 Rock Riprap
- Item D-750 Trench Drains (Cast in Place)
- Item D-750 Trench Drains (Modular)

2.08 Prepare Preliminary Special Provisions. This task includes preparing the preliminary Special Provisions to address, or expound on, site conditions that require additional clarification. These include, but are not limited to: Haul Roads, Airport Security, Radio Communications, Work Schedule, Contractor's Quality Control Program, Sequencing of the Work, Closure of Air Operations Areas, Accident Prevention, Underground Cables/Utilities, Insurance, Indemnification, Sales and Use Taxes, Permits and Compliance with Laws, Executed Contracts, Subletting or Assigning of Contracts, Qualification of Disadvantaged Business Enterprises, Liquidated Damages, Acceptance Testing, Grade Control and Surface Tolerance, Construction Management Plan, and Instruction Manuals.

2.09 Prepare Drainage Analysis and Storm Drainage Design. This task includes verifying the existing storm drainage and/or subsurface drainage systems. Surface drainage will be evaluated and designed to ensure accordance with standard engineering practices, local requirements and FAA AC 150/5320-5 (Current Edition)*, Airport Drainage Design.*

2.10 Compile/Submit Permits. This task includes identifying potential federal, state and local permits needed for the project. Permits are anticipated to be required for, but are not limited to, demolition activities, air quality, grading, hauling, batch plants, construction dewatering, permanent dewatering, and stormwater management construction plans and associated permits (SWMP). When applicable, the Engineer will assist the Sponsor to compile information and submit permits that are required to be obtained by the Sponsor.

2.11 Compile/Submit FAA Form 7460. This task includes preparing and submitting the required FAA Form 7460 on the Sponsor's behalf. The anticipated use of equipment during construction requires an FAA Form 7460 to be sent to the FAA a minimum of 45 days prior to the start of construction for approval. The Engineer will prepare exhibits to illustrate the project limits and temporary construction equipment height.

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2.12 Calculate Estimated Quantities. This task includes calculating all necessary quantities for the various work items. Quantities must be consistent with the specifications and acceptable quantity calculation practices.

2.13 Prepare Estimate of Probable Construction Cost. Using the final quantities calculated following the completion of the construction plans and specifications, the Engineer will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers and other available databases.

2.14 Prepare Engineer's Design Report and Modification of Standards. This task includes preparation of the Engineer's Design Report in accordance with current FAA Northwest Mountain Region Engineer's Design Report guidelines. The Engineer's Design Report will include a detailed summary of the project, photographs and descriptions of existing site conditions, pavement life cycle cost analysis, recycling and material availability analysis, estimate of project costs, and a schedule for the completion of the design, bidding, and construction. Modifications of the FAA standards, as necessary, for the project will be prepared for preliminary review. The approved Modifications of Standards (MOS) will be included in the Engineer's Design Report and submitted on the MOS website (See Task 2.15 below) to the FAA and Sponsor. The Engineer's Design Report will also contain any alternative design concepts that were investigated and evaluated.

2.15 Prepare and Submit Modification of Standards on MOS Website. This task includes Modifications of Standards (MOS) website access coordination with the Sponsor and FAA. Modifications of the FAA standards, as necessary, for the project must be compiled and submitted to the MOS website for approval. Revisions will be completed as needed.

2.16 Review Plans at 30%, 60%, and 90% Complete. During various stages of completion of the design, the Engineer will submit a set of Construction Plans, Specifications, and Contract Documents to the Sponsor for their review. Meetings will be scheduled for periodic reviews, including a 90% plans-in-hand review. The project will be reviewed with the FAA to obtain their concurrence with the design.

2.17 Provide In-House Quality Control. The Engineer has an established quality control program that will provide both experienced and thorough reviews of all project submittals and will also provide engineering guidance to the design team throughout design development from an experienced, senior-level Professional Engineer.

Prior to each review set of Construction Plans, Specifications, Contract Documents, and Engineer's Design Report being submitted to the Sponsor and FAA, a thorough, in-house quality control review of the documents will be conducted. This process will include an independent review of the Construction Plans, Specifications, Contract Documents, and Engineer's Design Report being submitted by a licensed Professional Engineer other than the Engineer who performed the design of the project. Comments will be offered by the Engineer that performed the review, and revisions to the Construction Plans, Specifications, Contract Documents, and Engineer's Design Report will be made accordingly.

In addition to the 30%, 60%, and 90% reviews, the Engineer's in-house quality control program also provides engineering guidance to the design team throughout the project design in an attempt to steer the project in a manner that provides the best engineering judgment.

At the 90% design review, the independent review will re-evaluate the CATEX boundary.

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2.18 Prepare and Submit Construction Plans, Specifications, Contract Documents, and Engineer's Design Report. A final set of Construction Plans (11" x 17"), Specifications, Contract Documents, and the Engineer's Design Report will be prepared and submitted to the Sponsor, CDOT Aeronautics, and the FAA. These documents will incorporate all revisions, modifications, and corrections identified during the final review. Paper and electronic copies will be provided.

2.19 Prepare Airfield Signing and Marking Plan. This task includes providing or updating the overall airfield signing and marking plan.

2.20 Prepare Requests for Reimbursement. This task includes preparing the a form for Sponsor reimbursement of eligible expenses incurred on a monthly basis. The Engineer will submit the completed form along with appropriate supporting documentation to the Sponsor for review and approval. Upon approval, the Engineer or the Sponsor will submit the completed forms and supporting documentation for reimbursement. It is estimated there will be three RFRs for expenses incurred during the design and bidding phase of this project.

TASK 2 DELIVERABLES	TO FAA/STATE	TO SPONSOR
2.03 Proposed Pavement Design	✓	✓
2.04 Preliminary Contract Documents for Sponsor's Review	✓	✓
2.05 CSPP at 30% and 95% Complete	✓	✓
2.11 FAA Form 7460	✓	✓
2.16 30%, 60%, and 90 % Construction Plans, Specifications, Contract Documents, and Engineer's Design Report	✓	✓
2.18 Final Construction Plans, Specifications and Contract Documents, and Engineer's Design Report	✓	✓
2.19 Airfield Signing and Marking Plan	✓	✓
2.20 Requests for Reimbursement	✓	✓

TASK 2 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
2.16 Plan Review at 30% Complete. Plan Review at 60% Complete. Plan Review at 90% Complete.	• Gunnison, CO One (1) Engineer and one (1) Project Manager Assume Two (2) hours via teleconference (3 meetings)

EX Reimbursable Costs During Design and Bidding. This section includes reimbursable items such as auto rental, mileage, lodging, per diem, and other miscellaneous expenses incurred in order to complete **Part A – Basic Services**.

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PART B - SPECIAL SERVICES consists of the Design Survey Phase (invoiced on a lump sum basis). Also included are direct subcontract costs for the proposed geotechnical investigation and cultural resource survey.

3.0 Design Survey Phase

3.01 Perform Topographical Survey. This task includes providing design survey services within the topographic survey limits shown in Exhibit No. 1 to support the design team for this project. Work items associated with this task include the following:

- Topographical survey of approximately 15 acres.
- It is assumed that the Primary Airport Control Station (PACS) and Secondary Airport Control Stations (SACS) located on the airport are in good condition and can be verified; however, if it is found that the PACS and SACS are compromised, establishment of temporary airport control must be completed and tied to the national spatial reference system via static GPS observations. Following airport control verification/establishment, temporary project control, based upon the airport control PACS and SACS or temporary airport control, will be placed near the project area at intervals not to exceed 500 feet to control the project.
- One permanent benchmark shall be placed for each four acres and description and elevation to the nearest 0.01 foot. A minimum of three (3) benchmarks shall be established for the project, regardless of size.
- Ground topography of non-pavement areas will be surveyed at 50-foot stations with associated cross sections having no greater than 25-foot spacing and will include additional shots as necessary to accurately depict breaklines. These ground topography areas will be surveyed with vertical accuracies not to exceed +/- 0.10 feet.
- Hard surface pavements for the runway and connector taxiways will be surveyed at 25-foot stations as well as all vertical and horizontal points of tangent/curve with associated cross sections having no greater than 25-foot spacing. All hard surface pavement will be surveyed with vertical accuracies not to exceed +/- 0.02 feet. Concrete joints will also be surveyed if applicable.
- Coordination with design staff to determine pavement tie-in locations. These locations will be surveyed with vertical accuracies of at least +/- 0.02 feet.
- Location of structures, paving, and above ground improvements including building footprint, finished floor elevations at the openings plus five feet interior of the opening and concrete aprons associated with door openings will be surveyed at intervals of no greater than 25 feet.
- Additional airfield elements that will be located and surveyed include aircraft tie-downs, guidance signs, airfield runway, taxiway, and/or apron lighting and paint markings, NAVAIDS within the project area (if any), fuel farm, fences, gates and other airport features within the project area.
- Coordinate location and field marking of all existing utilities in the project limits with one-call services, airport operations staff, and/or private utility locators as necessary. Review of existing as-built and other construction records as necessary. All utility locates will be surveyed as marked by utility locators in the field. Points of utilities to be surveyed include, but are not limited to, all paint marks, hydrants, valves, hand holes, manholes, inlets, cleanouts, culverts, pipes, pedestals, meters, transformers, utility poles and other reasonably visible existing utility infrastructure components.
- During design, there may be the need to verify existing survey information or extend the limits of the existing survey.
- Reduce all field notes and pictures into a topographic survey report to be used by the Engineer.

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- Create an AutoCAD drawing using the surveyed data that will include symbols, linework, breaklines, notes, details, and a surface model.

The Topographical Survey shall be completed by, or under the direct supervision of, a state-licensed Professional Land Surveyor.

TASK 3 DELIVERABLES	TO FAA/STATE	TO SPONSOR
3.01 Topographical Survey	✓	✓

TASK 3 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
3.01 Coordinate and Perform Topographical Survey	• Gunnison, CO One (1) Survey Manager Assume full day site visit (1 site visits) Assume travel to/from Denver, CO to Gunnison, CO with one (1) overnight stay for Project Manager for each site visit

EX Reimbursable Costs During Survey. This section includes reimbursable items such as auto rental, mileage, lodging, per diem, travel and other miscellaneous costs incurred in order to complete **Part B – Special Services**. Section 3 Reimbursables are invoiced on a lump sum basis.

Special Considerations

The following special considerations are required for this project but will be completed by subconsultants to the Engineer. The cost for this work will be included in the engineering contract agreement with the Sponsor and the costs are in addition to the engineering fees outlined above.

Geotechnical Investigation. Soil samples for analysis must be taken for both the project site and all potential on-site borrow sources. Investigation and testing will also be performed to facilitate the pavement design per FAA Advisory Circular (AC) 150/5320-6 (Current Edition), *Airport Pavement Design and Evaluation*. As mentioned under the project description, the geotechnical investigation will be performed in two phases and will include the following:

- Perform a geologic reconnaissance of the project site
- Soil boring and laboratory testing at approximately 20 project locations and at five potential on-site borrow sources
- Installation of temporary piezometers at select boring locations
- Visual inspection and documentation of each soil boring
- Soil Classification/Atterberg Limits, Liquid Limit (LL), Plastic Limit (PL), Plasticity Index (PI)
- Hydrometer and Water-Soluble Sulfates/Corrosivity
- Moisture/Density Relations
- Swell/Consolidation Potential
- California Bearing Ratio
- Moisture content, density of undisturbed fine-grained samples

Environmental Survey and Reports. A Cultural Resource survey and analysis will be completed to identify existing resources and satisfy City, State and Federal regulations. Field visits may be performed under the direct supervision of the Engineer. Final reports will be completed for each resource to be assessed in the Environmental Documentation.

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Assumptions

The scope of services described previously, and the associated fees, are based on the following rates and assumed responsibilities of the Engineer and Sponsor.

1. Reimbursable expenses are based on the following rates:

   - ✈ Per diem for lodging and meals & incidentals is based on the US General Services Administration's (GSA) current rates for the project location. Local taxes and fees have been calculated and included in addition to the GSA lodging rate.
   - ✈ Vehicle mileage reimbursement is based on the GSA Privately Owned Vehicle Mileage Reimbursement Rates, currently $0.585/mile.
   - ✈ Rental car/vehicle use rate of $85.00/day.

2. It is anticipated there will be a minimum number of trips and site visits to the airport to facilitate the completion of the various phases listed in this scope. The number of trips, as well as the anticipated lengths and details of the trips, are included at the end of each phase above.

3. The Sponsor will provide existing mapping data including as-builts available for the project areas, aerial orthoimagery, subsurface conditions information such as prior geotechnical investigations in the project area and other available information in the possession of the Sponsor.

4. The Sponsor will provide an electronic copy of the current ALP to allow for updating of the plan upon completion of the project.

5. The Engineer will provide additional base mapping of existing topography, planimetric features and underground utilities needed in the design phase of the project.

6. The Sponsor will coordinate with tenants as required to facilitate field evaluations and construction.

7. While the project has both eligible and ineligible work, this scope and fee assumes that the project will be designed as one bid package with separate federal and non-federal bid schedules. Splitting the project into two bid packages will result in additional costs.

8. All engineering work will be performed using accepted engineering principles and practices and provide quality products that meet or exceed industry standards. Dimensional criteria will be in accordance with FAA AC 150/5300-13 (Current Edition), *Airport Design,* and related circulars. Construction specifications will be in accordance with FAA AC 150/5370-10 (Current Edition)*, Standard Specifications for Construction of Airports,* and the Northwest Mountain Region's Regional Updates for Specifying Construction of Airports and related circulars. Project planning, design, and construction will further conform to all applicable standards, including all applicable current FAA Advisory Circulars and Orders required for use in AIP-funded projects and other national, state, or local regulations and standards, as identified and relevant to an airfield design and construction project.

9. The Engineer will utilize the following plan standards for the project:

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- Plans will be prepared using the Engineer's standards, unless the Sponsor provides its own standards upon Notice to Proceed.
- Plan elevations will be vertical datum NAVD 88 derived from the existing control network.
- Plan coordinates will be based on horizontal datum NAD 83/2011 State Plane Coordinates derived from the existing control network.
- All plans will be stamped and signed by a state-licensed Professional Engineer, or Professional Land Surveyor, as required.
- Plans prepared by subconsultants will be prepared using the same base maps, the same coordinate systems and the same plan layout and format as plans as the Engineer.
- The guidance included in FAA Memorandum, *FAA Review of Construction Plans and Specifications for AIP Funded Projects*, will be reviewed, incorporated and will supplement the Engineer's standards.

10. The Engineer will utilize the following assumptions when preparing the project manual for bidding and construction of the project:

    - The project manual Contract Documents will be developed jointly by the Sponsor and the Engineer.
    - The Engineer is responsible for developing the contents of the document and including the Front-End documents which will be supplied by the Sponsor.
    - FAA General Provisions and required contract language will be used.

11. The Engineer must maintain records of design analyses and calculations consistent with typical industry standards, as required by the FAA, for a period of three years after the project is closed by the FAA.

12. Because the Engineer has no control over the cost of construction-related labor, materials, or equipment, the Engineer's opinions of probable construction costs will be made on the basis of experience and qualifications as a practitioner of his/her profession. The Engineer does not guarantee that proposals for construction, construction bids, or actual project construction costs will not vary from Engineer's estimates of construction cost.

Additional Services

The following items are not included under this agreement but will be considered as extra work:

- Redesign for the Sponsor's convenience or due to changed conditions after previous alternate direction and/or approval.
- Submittals or deliverables in addition to those listed herein.
- If a project audit occurs, the Engineer is prepared to assist the Sponsor in gathering and preparing the required materials for the audit.
- Serving as an expert witness for the Owner in any litigation, surety claim, contractor bond activation, or other proceeding involving the project.
- Additional or extended services during construction made necessary by extension of contract time, non-concurrent work, or changes in the work.
- Legal, surety, or insurance support, coordination, and representation.

Extra Work will be as directed by the Sponsor in writing for an additional fee as agreed upon by the Sponsor and the Engineer.

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AIRPORT: Gunnison-Crested Butte Regional Airport
CDAG PROJECT NUMBER: 23-GUC-01
PROJECT NAME: General Aviation Ramp Rehabilitation with Apron Expansion Preliminary Planning
DATE: November 18, 2022

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FEE BREAKDOWN

Labor Category	Total Hours		Billing Rate		Total Cost
1.0 Preliminary Design Phase (Lump Sum)					
Principal	8	hrs. x	$ 295.00 /hr	= $	2,360.00
Quality Control Manager	10	hrs. x	$ 255.00 /hr	= $	2,550.00
Senior Consultant III	8	hrs. x	$ 285.00 /hr	= $	2,280.00
Project Manager III	144	hrs. x	$ 230.00 /hr	= $	33,120.00
Construction Manager IV		hrs. x	$ 220.00 /hr	= $	-
Engineer Phase Manager IV	8	hrs. x	$ 210.00 /hr	= $	1,680.00
Electrical Phase Manager IV	4	hrs. x	$ 260.00 /hr	= $	1,040.00
Engineer I	96	hrs. x	$ 140.00 /hr	= $	13,440.00
CADD Tech III	12	hrs. x	$ 140.00 /hr	= $	1,680.00
Project Coordinator II	72	hrs. x	$ 135.00 /hr	= $	9,720.00
Support III	24	hrs. x	$ 120.00 /hr	= $	2,880.00
Planner III	20	hrs. x	$ 180.00 /hr	= $	3,600.00
SUBTOTAL	**406**	hrs.	**SUBTOTAL**	**$**	**74,350.00**
Reimbursables					
Auto Rental	6	Day x	$ 85.00 /Day=	$	510.00
Mileage	1000	Mi x	$ 0.585 /Mi=	$	585.00
Lodging + Tax & Fees	5	Day x	$ 205.00 /Day=	$	1,025.00
Per Diem	5	Day x	$ 74.00 /Day=	$	370.00
Travel & Airline Costs		Trip x	$ 500.00 /Trip=	$	-
			SUBTOTAL	**$**	**2,490.00**
			PHASE SUBTOTAL	**$**	**76,840.00**

LABOR HOUR BREAKDOWN

TASK		LABOR CATEGORY												
		Principal	Quality Control Manager	Senior Consultant III	Project Manager III	Construction Manager IV	Engineer Phase Manager IV	Electrical Phase Manager IV	Engineer I	CADD Tech III	Project Coordinator II	Support III	Planner III	Phase Item Costs
1.0	**Preliminary Design Phase (Lump Sum)**													
1.01	Coordinate and Attend Meetings with the Sponsor and FAA	2	8	8	16				8					$ 9,710.00
1.02	Prepare Project Scope of Work and Contract	2			24						4			$ 6,650.00
1.03	Prepare Preliminary Cost Estimating		2		4				8	4				$ 3,110.00
1.04	Provide Project Coordination	4			60						24	24		$ 21,100.00
1.05	Review Existing Documents						8	4	8					$ 3,840.00
1.06	Coordinate Topographical Survey				16				4	4				$ 4,800.00
1.07	Coordinate Geotechnical Investigation				4				60	4				$ 9,880.00
1.08	Coordinate with Local Utility Companies				4									$ 920.00
1.09	Prepare State Grant Application				4						4			$ 1,460.00
1.10	Prepare Environmental Documentation				4				8				20	$ 5,640.00
1.11	Prepare Disadvantaged Business Enterprise (DBE) Program and Goal				8						40			$ 7,240.00
	TOTALS	**8**	**10**	**8**	**144**		**8**	**4**	**96**	**12**	**72**	**24**	**20**	$ 74,350.00

Labor Category	Total Hours		Billing Rate		Total Cost
2.0 Design Phase (Lump Sum)					
Principal		hrs. x	$ 295.00 /hr	= $	-
Quality Control Manager	44	hrs. x	$ 255.00 /hr	= $	11,220.00
Senior Consultant III	8	hrs. x	$ 285.00 /hr	= $	2,280.00
Project Manager III	301	hrs. x	$ 230.00 /hr	= $	69,230.00
Construction Manager IV	56	hrs. x	$ 220.00 /hr	= $	12,320.00
Engineer Phase Manager IV	308	hrs. x	$ 210.00 /hr	= $	64,680.00
Electrical Phase Manager IV	64	hrs. x	$ 260.00 /hr	= $	16,640.00
Engineer I	605	hrs. x	$ 140.00 /hr	= $	84,700.00
CADD Tech III	388	hrs. x	$ 140.00 /hr	= $	54,320.00
Project Coordinator II	52	hrs. x	$ 135.00 /hr	= $	7,020.00
Support III		hrs. x	$ 120.00 /hr	= $	-
Planner III	2	hrs. x	$ 180.00 /hr	= $	360.00
SUBTOTAL	**1828**	hrs.	**SUBTOTAL**	**$**	**322,770.00**
Reimbursables					
Auto Rental		Day x	$ 85.00 /Day=	$	-
Mileage		Mi x	$ 0.585 /Mi=	$	-
Lodging + Tax & Fees		Day x	$ 205.00 /Day=	$	-
Per Diem		Day x	$ 74.00 /Day=	$	-
Travel & Airline Costs		Trip x	$ 500.00 /Trip=	$	-
			SUBTOTAL	**$**	**-**
			PHASE SUBTOTAL	**$**	**322,770.00**

TASK		LABOR CATEGORY												
		Principal	Quality Control Manager	Senior Consultant III	Project Manager III	Construction Manager IV	Engineer Phase Manager IV	Electrical Phase Manager IV	Engineer I	CADD Tech III	Project Coordinator II	Support III	Planner III	Phase Item Costs
2.0	**Design Phase (Lump Sum)**													
2.01	Analyze Topographical Survey Data				8		40			32				$ 14,720.00
2.02	Analyze Geotechnical Investigation Data		2		8	8	8		4					$ 6,350.00
2.03	Prepare Pavement Design		2		16	4			32					$ 9,550.00
2.04	Prepare Preliminary Contract Documents				8				60		8			$ 11,320.00
2.05	Prepare Construction Safety and Phasing Plan (CSPP)				24	8			40					$ 12,880.00
2.06	Prepare Preliminary Construction Plans													
	Cover Sheet				1				1	4				$ 930.00
	Index of Drawings/Summary of Approximate Quantities & General Notes				4		8			12				$ 4,280.00
	Survey Control Plan				1		4			8				$ 2,190.00
	Geotechnical Investigation Plan				1					12				$ 1,910.00
	Safety Plan				2					8				$ 1,580.00
	Construction Layout Plan				2	4				8				$ 2,460.00
	Construction Phasing Plan				8				16	32				$ 8,560.00
	Environmental Requirements and Details				1					8			2	$ 1,710.00
	Demolition Plan				4		16		8	24				$ 8,760.00
	Geometric Layout Plan				4		16		8	24				$ 8,760.00
	Overall/Grading and Drainage Plan				2		16			8				$ 4,940.00
	Grading and Drainage Plan				8		32			24				$ 11,920.00
	Typical Sections				4		24		8	16				$ 9,320.00
	Pavement Marking Plan/Details				2		8		8	16				$ 5,500.00
	Drainage Plan and Profile/Details				4		16		8	24				$ 8,760.00
	Seeding and Erosion Control Plan/Details				1		8			8				$ 3,030.00
	Electrical Demolition Plan/Layout Plan/Details				2			56		16				$ 17,260.00
2.07	Prepare Preliminary Technical Specifications				24	24			96					$ 24,240.00
2.08	Prepare Preliminary Special Provisions				8				16					$ 4,080.00
2.09	Prepare Drainage Analysis and Storm Drainage Design				16				40	8				$ 10,400.00
2.10	Compile/Submit Permits				1				16					$ 2,470.00
2.11	Compile/Submit FAA Form 7460				4					16	8			$ 4,240.00
2.12	Calculate Estimated Quantities				8		24		16	16				$ 11,360.00
2.13	Prepare Estimate of Probable Construction Cost				8		24		24					$ 10,240.00
2.14	Prepare Engineer's Design Report and Modification of Standards				32				120		8			$ 25,240.00
2.15	Prepare and Submit Modification of Standards on MOS Website				16				24		8			$ 8,120.00
2.16	Review Plans at 30%, 60%, and 90% Complete				24	8	24	8	24	24				$ 21,120.00
2.17	Provide In-House Quality Control		40	8										$ 12,480.00
2.18	Prepare and Submit Const. Plans, Specs., Cont. Docs., and Design Report				32		40		32	32	8			$ 25,800.00
2.19	Prepare Airfield Signing and Marking Plan				1				4	8				$ 1,910.00
2.20	Prepare Requests for Reimbursement				12						12			$ 4,380.00
	TOTALS		**44**	**8**	**301**	**56**	**308**	**64**	**605**	**388**	**52**		**2**	$ 322,770.00

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Labor Category	Total Hours		Billing Rate		Total Cost
3.0 Design Survey Phase (Lump Sum)					
Survey Manager	4 hrs.	x	$ 235.00 /hr	= $	940.00
Survey 2-Man Crew	52 hrs.	x	$ 205.00 /hr	= $	10,660.00
Survey Technician	52 hrs.	x	$ 125.00 /hr	= $	6,500.00
SUBTOTAL	**108** hrs.		**SUBTOTAL**	**$**	**18,100.00**
Reimbursables					
Mileage	500 Mi	x	$ 0.585 /Mi=	$	292.50
Lodging + Tax & Fees	12 Day	x	$ 205.00 /Day=	$	2,460.00
Per Diem	12 Day	x	$ 74.00 /Day=	$	888.00
Travel & Airline Costs	Trip	x	$ 500.00 /Trip=	$	-
Survey Supplies & Equip.	1 Each	x	$ 800.00 /Trip=	$	800.00
Survey Field Vehicle	6 Day	x	$ 85.00 /Day=	$	510.00
			SUBTOTAL	**$**	**4,950.50**
			PHASE SUBTOTAL	**$**	**23,050.50**

TASK		LABOR CATEGORY											
		Survey Manager	Survey 2-Man Crew	Survey Technician									Phase Item Costs
3.0	**Design Survey Phase (Lump Sum)**												
3.01	Perform Topographical Survey	4	52	52									$ 18,100.00
	TOTALS	**4**	**52**	**52**									$ 18,100.00

	Phase Fee	Reimbursable Costs	Total Cost
PART A - BASIC SERVICES (LUMP SUM)			
1.0 Preliminary Design Phase (Lump Sum)	$ 74,350.00	$ 2,490.00	$ 76,840.00
2.0 Design Phase (Lump Sum)	$ 322,770.00	$ -	$ 322,770.00
SUBTOTAL	$ 397,120.00	$ 2,490.00	$ 399,610.00
PART B - SPECIAL SERVICES (LUMP SUM)			
3.0 Design Survey Phase (Lump Sum)	$ 18,100.00	$ 4,950.50	$ 23,050.50
SUBTOTAL	$ 18,100.00	$ 4,950.50	$ 23,050.50
SUBCONSULTANT 1			
Geotechnical Investigation (Lump Sum)			
		SUBTOTAL	$ 54,000.00
SUBCONSULTANT 2			
Cultural Resource Survey (Lump Sum)			
		SUBTOTAL	$ 3,000.00
TOTAL			**$ 479,660.50**

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: FAA Grant Application; Gunnison-Crested Butte Regi

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County and the Federal Aviation Administration

Term Begins: 01/01/2024 **Term Ends:** **Grant Contract #:** 3-08-0030-064-2024

Summary:

Application for federal funds from the FAA for the GA Ramp Rehabilitation Phase I.

Fiscal Impact: FAA: $2,058,666; CDOT: $114,370; County: $151,135

Submitted by: Stephanie Petsch **Submitter's Email Address:** spetsch@gunnisoncounty.org

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 3/13/2024

County Attorney Review: (•) Required ( ) Not Required

Comments:
Although I'm not spotting any per se legal issues, staff will need to engage in significant dilligence to ensure all of the requirements contained in this agreement are complied with. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 3/11/2024 Certificate of Insurance Required

Yes (•) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/14/2024

(•) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 3/19/2024

Revised April 2015

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

*1. Type of Submission:
- ☐ Preapplication
- ☒ Application
- ☐ Changed/Corrected Application

*2. Type of Application
- ☒ New
- ☐ Continuation
- ☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

4. Applicant Identifier: GUC

5a. Federal Entity Identifier:

*5b. Federal Award Identifier: 3-08-0030-064-2024

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: Gunnison County Board of Commissioners

*b. Employer/Taxpayer Identification Number (EIN/TIN): 84-6000770

*c. UEI: NSN9FAGKEDJ9

d. Address:

*Street 1: 519 West Rio Grand Ave
Street 2:
*City: Gunnison
County/Parish: Gunnison
*State: CO
*Province:
*Country: USA: United States
*Zip / Postal Code 81230-3237

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Rick
Middle Name:
*Last Name: Lamport
Suffix:

Title: Airport Manager

Organizational Affiliation:

*Telephone Number: 970-641-2304 Fax Number: (970) 641-8559

*Email: rlamport@gunnisoncounty.org

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number**:

N/A

*Title:

13. Competition Identification Number:

N/A

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Gunnison and Gunnison County, Colorado

***15. Descriptive Title of Applicant's Project**:

Schedule I - Reconstruct Ramp and Install Drainage

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: 3rd *b. Program/Project: 3rd

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 01/01/2024 *b. End Date: 12/31/2024

18. Estimated Funding ($):

*a. Federal	$ 2,058,666
*b. Applicant	$ 0
*c. State	$ 114,370
*d. Local	$ 151,135
*e. Other	$ 0
*f. Program Income	$ 0
*g. TOTAL	$ 2,324,171

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____ .

☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**

☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Matthew

Middle Name:

*Last Name: Birnie

Suffix:

*Title: County Manager

*Telephone Number: 970-641-0248 Fax Number: 970-641-3061

* Email: mbirnie@gunnisonsounty.org

*Signature of Authorized Representative: *Date Signed:

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A

The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

Item 1.
Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?
☒ Yes ☐ No

Item 2.
Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?
☒ Yes ☐ No ☐ N/A

Item 3.
Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.
☐ Yes ☒ No ☐ N/A

Item 4.
Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).
☐ Yes ☒ No ☐ N/A

Item 5.
Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.
☐ Yes ☐ No ☒ N/A

☐ The project is included in an *approved* PFC application.
If included in an approved PFC application,
does the application *only* address AIP matching share? ☐ Yes ☐ No

☐ The project is included in another Federal Assistance program. Its CFDA number is below.

Item 6.
Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?
☐ Yes ☒ No ☐ N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.

☐ Negotiated Rate equal to % as approved by (the Cognizant Agency) on (Date) (2 CFR part 200, appendix VII).

Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term “Sponsor” refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, ‘‘Disclosure Form to Report Lobbying,’’ in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Section 13-103 of the Gunnison County Land Use Resolution includes a restriction on structure heights, and states that there shall be no interference with established airport flight paths or structural height restrictions within airport influence zones.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

The County is not in default on any obligation to the United States government

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

There are no circumstances which in reasonable probability make it impossible for the Sponsor to complete the project

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

The project is consistent with local plans

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

The project has given fair consideration

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

N/A

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

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. **Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

N/A

10. **Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/a

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

[1] State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL
1. Assistance Listing Number:
2. Functional or Other Breakout:

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	**Latest Approved Amount (Use only for revisions)**	**Adjustment + or (-) Amount (Use only for revisions)**	**Total Amount Required**
1. Administration expense			$ 15,000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			407,141
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			1,902,030
12. Equipment			
13. Miscellaneous			
14. **Subtotal** (Lines 1 through 13)			$ 2,324,171
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			2,324,171
17. **Less**: Ineligible Exclusions (Section C, line 23 g.)			
18. **Subtotal** (Lines 16 through 17)			$ 2,324,171
19. Federal Share requested of Line 18			2,058,666
20. Grantee share			151,135
21. Other shares			114,370
22. **TOTAL PROJECT** (Lines 19, 20 & 21)			$ 2,234,171

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	**Amount Ineligible for Participation**
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	**Amount**
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. **TOTAL** - Grantee share	
25. Other Shares	**Amount**
a. State	
b. Other	
c. **TOTAL** - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	

SECTION E – REMARKS (Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE

(Suggested Format)

PROJECT:

AIRPORT: Gunnison-Crested Butte Regional Airport

1. Objective:

The purpose of this project is to reconstruct the existing asphalt ramp to replace the worn-out pavement section. In order to improve drainage and safety, an excavated island will be installed to remove direct access from the GA Ramp to Taxiway A2. Drainage infrastructure will be installed to provide stormwater conveyance. The existing concrete hardstands will be rehabilitated by sealing joints and performing spall repair. The ramp paint will be updated

2. Benefits Anticipated:

The existing pavement section has reached the end of its useful life. By replacing the asphalt and base rock, the airport will extend the use of the GA Ramp. The GA Ramp provides a source of revenue through a lease with the FBO. The ramp is used heavily all year long and the use of the ramp has evolved. The safety will be improved by removing direct access to the runway from the ramp. The island will also provide improved drainage for the large ramp.

3. Approach: (See approved Scope of Work in Final Application)

4. Geographic Location:

The airport is located within the City of Gunnison, Gunnison County.
The geographical reference point for the airport:
LAT: 38d 32’ 03.55”, LONG: 106d 55’54.32”

5. If Applicable, Provide Additional Information:

N/A

6. Sponsor’s Representative: (include address & telephone number)

Matthew Birnie (970) 641-0248
Gunnison County Manager
200 East Virginia, Suite #104, Gunnison, CO

Submit by Email

CIP/PREAPPLICATION DATA SHEET

AIRPORT: **Gunnison-Crested Butte Regional Airport** **LOCAL PRIORITY:**___N/A___ **UPDATED:** May 01,2024

WORK ITEM: General Aviation Ramp Reconstruction

SKETCH:



JUSTIFICATION:

SPONSOR SIGNATURE:_____DATE:_____

_____

COST ESTIMATE: Item (Excavation, Paving, etc.)

ADMINISTRATION:	$ 15,000	1	$	4:	$
CONSTRUCTION MANAGEMENT:	$ 407,141	2:	$	5:	$
CONSTRUCTION:	$ 3,013,140.05	3:	$	TOTAL:	$3,435,271.50

ADO USE:

PREAPP NO:_____ **GRANT NO:**_____ **NPIAS CODE:**_____ **WORK CODE:**_____ **FAA PRIOR:**_____ **FED $**_____

STANDARD DOT TITLE VI ASSURANCES

Gunnison County Board of Commissioners (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.

2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.

3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.

5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:

(a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and

(b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.

6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the Sponsor retains ownership or possession of the property.

7. It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.

STANDARD DOT TITLE VI ASSURANCES *(Continued)*

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED _____

Gunnison County Board of Commissioners
(Sponsor)

_____
(Signature of Authorized Official)

U.S. Department
of Transportation
Federal Aviation
Administration

FAA Form 5100-145, FAA Title VI Pre-Grant Award Checklist

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, completing and reviewing the collection of information.

All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524

Instructions for Form 5100-145, FAA Title VI Pre-Grant Award Checklist

This Checklist must be completed and submitted by the sponsor as a part of each FAA grant application.

"Yes" responses mean that the sponsor is currently in compliance or has a corrective action plan approved by the FAA Office of Civil Rights (FAA) to come into compliance. "No" responses mean there is a potential compliance issue. Compliance issues will be brought to the attention of the FAA to determine if corrective actions are necessary. If there are any questions, please contact ACR-4-TitleVI@faa.gov.

References to "Title VI" in this checklist include Title VI of the Civil Rights Act of 1964 and related authorities that expand or clarify nondiscrimination protections in FAA assisted programs, identified in FAA Order 1400.11 [https://www.faa.gov/regulations_policies/orders_notices/index.cfm/go/document.current/documentNumber/1400.11].

FAA Title VI Pre-Grant Award Checklist

Submission information

Submission date (Pick a date):

Name of airport sponsor: Gunnison County Board of Commissioners

Submitter's name: Matthew Birnie

Title: County Manager

Phone number: 970-641-0248

Section 1: Questions Concerning Prior Approval of Title VI Program

By selecting "Yes" below, the sponsor certifies that the following documents were provided to, and approved by, the FAA Office of Civil Rights, and documentation of FAA's approval has been received by the sponsor. The FAA Office reviewing this grant application will confirm the FAA's approval of the documents in this Section prior to approving the grant application.

A sponsor that has ***both*** a Title VI* Plan and a Community Participation Plan, ***both*** of which are approved by the FAA and current, and has already received approval for the information outlined in this Checklist, does not need to complete the remaining questions in Sections 2 and 3 of this Checklist.

This information is required based on DOT Order 1000.12C, Ch. II, Secs. 3 and 4 [https://www.transportation.gov/mission/us-department-transportation-title-vi-program].

Criterion	Notes	Response	Comments
1.1 The sponsor has a written Title VI Plan, approved by the FAA Office of Civil Rights, and subsequently adopted by the recipient, and documentation of the approval and adoption.	Sponsors must develop and adopt a Title VI Plan that outlines the recipient's measures to ensure compliance with Title VI. A current Title VI Plan on file with the FAA is sufficient if the Plan is no more than 3 years old. If the sponsor does not have an approved Title VI Plan, select "No" and complete Sections 2 and 3 of this Checklist.	☐ Yes ☐ No	Currently negotiating contract to prepare a Title VI plan, to be submitted by August 1, 2024.
1.2 The sponsor has a written Community Participation Plan (CPP), or an equivalent public participation plan (PPP), and documented approval or concurrence of the plan from the FAA Office of Civil Rights.	Sponsors must satisfy CPP requirements as a condition of receiving an award of federal financial assistance. To the extent the sponsor has already prepared a PPP as part of planning or other requirements of FAA or DOT, that plan or plans may satisfy the CPP requirement so long as the plan has incorporated the Title VI requirements as provided in DOT Order 1000.12C, Ch. II, Sec. 4(a-j). If the sponsor does not have an approved CPP or PPP, select "No" and answer question 3.5 in Section 3 of this Checklist.	☐ Yes ☐ No	Currently negotiating contract to prepare a Title VI plan, to be submitted by August 1, 2024.

If the answers to 1.1 and 1.2 above are both "Yes," do *not* complete Sections 2 and 3.

Section 2: Questions Concerning Applicant Data

By selecting "Yes" below, the sponsor certifies that the following documents have been collected in its records prior to submitting this grant application and will be timely made available to FAA staff, including from the FAA Offices of Airports, Chief Counsel, and Civil Rights, upon request.

"Timely available" usually means within 1 week or less, depending on the scope and circumstances. The data should already be available in a format that can be forwarded, as-is. No further data collection or summarization efforts should be necessary to respond to the request.

This information is required by DOT Order 1000.12C, Ch. II, Sec. 2; 49 CFR 21.9; and FAA Order 1400.11.

Criterion	Notes	Response	Comments
2.1 The sponsor has, on file, demographic information for the surrounding community and communities otherwise affected by the sponsor's facilities and operations, including any airport noise and relocations.	At a minimum, data is required for race, color, national origin, and limited English proficiency (LEP) populations. The collected data must include the most current U.S. Census Bureau data, where available, such as American Community Survey data. EJScreen [www.epa.gov/ejscreen] is a useful resource for assessing project areas.	☐ Yes ☐ No	Currently negotiating contract to prepare a Title VI plan, to be submitted by August 1, 2024.
2.2 The sponsor has, on file, demographic information for beneficiaries. For example, if the applicant is an airport operator, it has collected information for its airport customers.	In most cases, this type of information is available through voluntary disclosures by customers, lessees, community meeting attendees, and businesses seeking opportunities with the applicant. If not applicable or after reasonable efforts, no information was collected, respond, "Yes."	☐ Yes ☐ No	Currently negotiating contract to prepare a Title VI plan, to be submitted by August 1, 2024.

Criterion	Notes	Response	Comments
2.3 The sponsor has, on file, demographic information for their staff.	In most cases, this type of information is available through voluntary disclosures. See also 49 CFR § 21.5(c). If not applicable or after reasonable efforts, no information was collected, respond, "Yes."	☐ Yes ☐ No	Currently negotiating contract to prepare a Title VI plan, to be submitted by August 1, 2024.
2.4 The sponsor has, on file, demographic information for individuals who are members of planning or advisory boards overseeing the applicant's programs, including its airport operations (if applicable).	Airport sponsors, the most common FAA grant applicants, commonly have appointed boards or are overseen directly by elected bodies, such as city councils. In addition, input for specific projects or sponsor priorities is often provided by standing appointed committees. If not already available, the information can be requested on a voluntary basis. If not applicable or after reasonable efforts, no information was collected, respond, "Yes."	☐ Yes ☐ No	Currently negotiating contract to prepare a Title VI plan, to be submitted by August 1, 2024.

Section 3: Questions about the Sponsor's Programs

By choosing "Yes" below, the sponsor certifies that the related statements are true.

This information is required by DOT Order 1000.12C, Ch. II, Secs. 2, 3, and 4.

Criterion	Notes	Response	Comments
3.1 The sponsor's programs, including any airport operations, have been evaluated for potential impact based on race, color, national origin (including limited English proficiency (LEP)), or low-income status as part of an environmental review process consistent with FAA requirements.	Relevant requirements include Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.) ("Title VI"), DOT's Title VI regulations at 49 CFR part 21, Executive Order 12898, and DOT Order on Environmental Justice (Order 5610.2C). See Title VI of the Civil Rights Act of 1964 [www.justice.gov/crt/fcs/TitleVI]; 49 CFR part 21 [www.ecfr.gov] DOT Order on Environmental Justice [www.transportation.gov/transportation-policy/environmental-justice]	☐ Yes ☐ No	Currently negotiating contract to prepare a Title VI plan, to be submitted by August 1, 2024.
3.2 The sponsor has evaluated Checklist Section 2 data to identify any potential disparities based on race, color, or national origin (including LEP), as part of an analysis to identify potential discriminatory effects, consistent with FAA requirements.	Relevant requirements include Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.) ("Title VI"), DOT's Title VI regulations at 49 CFR part 21, Executive Order 12898, and DOT Order on Environmental Justice (Order 5610.2C).	☐ Yes ☐ No	Currently negotiating contract to prepare a Title VI plan, to be submitted by August 1, 2024.

Criterion	Notes	Response	Comments
3.3 The sponsor has performed a “Four-Factor” LEP analysis for the sponsor’s programs, including its airport operations (if applicable). Plans and procedures and resources are in place to meet the identified LEP needs, consistent with the analysis.	A "Yes" response means yes to both parts of the question. The LEP analysis must be consistent with Executive Order 13166 and DOT Policy Guidance Concerning Recipients' Responsibilities to LEP Persons (70 FR 74087, December 14, 2005). See DOT's LEP Guidance [https://www.transportation.gov/civil-rights/civil-rights-awareness-enforcement/dots-lep-guidance].	☐ Yes ☐ No	Currently negotiating contract to prepare a Title VI plan, to be submitted by August 1, 2024.
3.4 If the sponsor is an airport sponsor, the FAA Unlawful Discrimination Poster is displayed at its public airport facilities. If the sponsor is ***not*** an airport sponsor, it uses other effective methods to inform its customers, clients, beneficiaries, etc., that it will not discriminate based on race, color, national origin (including LEP), age, sex (including sexual orientation and gender identity), or creed, and of how to file a complaint of discrimination under Title VI against the applicant.	For airport sponsors, areas where the posters should be displayed include, as applicable, airport terminals, fixed base operator facilities, and at businesses that are open to the public and operating on airport property, such as hotels. For larger facilities, posters should be placed so that people can reasonably be expected to see them, no matter where they are in the facility. The poster is available at Airport Civil Rights Program – National Airport Policy and Compliance [https://www.faa.gov/about/office_org/headquarters_offices/acr/com_civ_support/national_airport_policy_compliance/]. If applicant is not an airport, the method used to inform the public must be ongoing and documented.	☐ Yes ☐ No	Currently negotiating contract to prepare a Title VI plan, to be submitted by August 1, 2024.

Criterion	Notes	Response	Comments
3.5 The sponsor's practices for obtaining proactive and meaningful public participation to ensure that (1) beneficiaries, as well as contractors and sub-recipients (if applicable), are adequately informed about how programs, projects, and other activities will potentially affect them, and (2) diverse views are heard and considered throughout all stages of consultation, planning, and decision-making processes.	To demonstrate compliance with Title VI, the sponsor must specifically be able to show how it affords all members of the community equal opportunity to provide input, regardless of race, color, national origin (including LEP), sex (including sexual orientation and gender identity), creed, or age, in accordance with Title VI, 49 U.S.C. § 47123, Executive Orders 12898 and 13166, DOT Order 5610.2C, and the DOT LEP guidance at 70 FR 74087. Please ***skip*** this question if the sponsor has an FAA-approved community participation plan.	☐ Yes ☐ No	Currently negotiating contract to prepare a Title VI plan, to be submitted by August 1, 2024.
3.6 Detailed information for all of the sponsor's Title VI lawsuits, investigations, and complaints filed or pending within the last 2 years been uploaded to the FAA Civil Rights Connect System or sent to ACR-4-TitleVI@faa.gov, with receipt acknowledged.	Sponsors must provide the FAA with both the initial notifications for the individual lawsuits, investigation, and complaints, and status updates. The updates are required until at least the time of grant closeout. The updates must include at least the outcome of the lawsuits, investigation, and complaint, and confirmation for resolution of identified deficiencies. See Appendix C to 49 CFR 21, Sub-part (b)(3) [available through www.ecfr.gov]. "Title VI lawsuits, investigations, and complaints" include those alleging discrimination based on race, color, national origin (including LEP), sex (including sexual orientation and gender identity), creed or age.	☐ Yes ☐ No	Currently negotiating contract to prepare a Title VI plan, to be submitted by August 1, 2024.

Criterion	Notes	Response	Comments
3.7 Detailed information for all Title VI oversight activities (including audits, compliance reviews, and assessments for the sponsor) performed or pending within the last 2 years, has been sent to ACR-4-TitleVI@faa.gov, with receipt acknowledged. This requirement does not apply to oversight activities conducted by FAA.	Sponsors must provide the FAA with both the initial notifications for the individual audits, compliance reviews, and assessment, and status updates. The updates are required until at least the time of grant closeout. The updates must include at least the outcome of the audits, compliance reviews, and assessment, and confirmation for resolution of identified deficiencies. See Appendix C to 49 CFR 21, Sub-part (b)(3) [available through www.ecfr.gov].	☐ Yes ☐ No	Currently negotiating contract to prepare a Title VI plan, to be submitted by August 1, 2024.
3.8 Detailed information for any pending grant applications with Federal agencies other than FAA identified in the grant application.	The information should be included in narrative fields of the pending application.	☐ Yes ☐ No	Currently negotiating contract to prepare a Title VI plan, to be submitted by August 1, 2024.

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

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

1. Compliance with Regulations. The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. the contractor shall not participate either directly of indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

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

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

   a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

   b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

REQUIRED STATEMENTS
AIRPORT IMPROVEMENT PROGRAM PROJECTS

AIRPORT: Gunnison – Crested Butte Regional Airport

LOCATION: Gunnison, Colorado

AIP PROJECT NO.: 3-08-0030-064-2024

STATEMENTS APPLICABLE TO THIS PROJECT

☒ **a.** **INTEREST OF NEIGHBORING COMMUNITIES**: In formulating this project, consideration has been given to the interest of communities that are near (Exact name of airport)Gunnison – Crested Butte Regional Airport.

☒ **b.** **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.

☒ **c.** **FBO COORDINATION**: The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing (Exact name of airport) Gunnison – Crested Butte Regional Airport, and they have been informed regarding the scope and nature of this project.

☒ **d.** **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

BY: Matthew Birnie DATE: _____

TITLE: County Manager

SPONSORING AGENCY: Gunnison County

NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.

a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project;

b. The nature and basis of opposition;

c. Sponsor's plan to accommodate or otherwise satisfy the opposition;

d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community.

e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance;

f. Sponsor's plans, if any, to minimize any adverse effects of the project;

g. Benefits to be gained by the proposed development; and

h. Any other pertinent information which would be of assistance in determining whether to proceed with the project.

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipents shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signed _____ Date _____

Sponsor's Authorized Representative

Title Matthew Birnie, County Manager

TITLE VI PRE-AWARD SPONSOR CHECKLIST

Airport/Sponsor: Gunnison – Crested Butte Regional Airport

AIP #: 3-08-0030-064-2024

Project Description(s): General Aviation Ramp Reconstruction

1) **Please describe any of the following IF they apply to your project: Title VI issues raised at public hearing(s) and the conclusions made; EIS data concerning the race, color, or national origin of the affected community; steps taken or proposed to guard against unnecessary impact on persons on the basis of race, color or national origin.**
   ☒ **None**

2) **Please list any airport related Title VI lawsuits or complaints filed in the preceding year against the sponsor. Include a summary of the findings.**
   ☒ **None (If "None", continue with questions 3 and 4).**

3) **Please list any current applications for federal funding (other than FAA) of airport related projects which exceed the amount for this grant.**
   ☒ **None**

4) **Please list any airport related Title VI compliance review(s) received by the sponsor in the preceding two years. Include who conducted the review and any findings of noncompliance.**
   ☒ **None**

To be completed by the Civil Rights Staff

Review completed and approved: _____
Signature

Date: _____

This checklist is only required for projects that involve one of the following: Environmental Assessment or Impact Statement (EIS); airport or runway relocation; major runway extension; relocation of any structure of person; or impact to access or preservation of any burial ceremonial or other sacred or historical structures or lands of any indigenous or ethnic population.

Return to: FAA, Civil Rights, Northwest Mountain Region; 1601 Lind Ave. SW; Renton, WA 98057-3356. FAX: (425) 227-1009 Phone (425) 227-2009

Construction Project Final Acceptance
Airport Improvement Program Sponsor Certification

Sponsor: Gunnison County Board of Commissioners

Airport: Gunnison-Crested Butte Regional Airport

Project Number: 3-08-0030-064-2024

Description of Work: General Aviation Ramp Reconstruction

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
   ☒ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
   a. Technical standards (Advisory Circular (AC) 150/5370-12);
   b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
   c. Construction safety and phasing plan measures (AC 150/5370-2).
   ☒ Yes ☐ No ☐ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
   ☒ Yes ☐ No ☐ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).

   ☒ Yes ☐ No ☐ N/A

5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).

   ☒ Yes ☐ No ☐ N/A

6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:

   a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);

   b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and

   c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).

   ☐ Yes ☐ No ☐ N/A

7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).

   ☒ Yes ☐ No ☐ N/A

8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:

   a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);

   b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);

   c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and

   d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).

   ☒ Yes ☐ No ☐ N/A

9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:

   a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);

   b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and

   c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);

   ☒ Yes ☐ No ☐ N/A

10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).

    ☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

    ☐ Yes ☐ No ☐ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

    a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);

    b. Complete all environmental requirements as established within the project environmental determination (Oder 5100.38); and

    c. Prepare and retain as-built plans (Order 5100.38).

    ☒ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

    ☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with “No” response.

Sponsor’s Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

Executed on this day of , .

Name of Sponsor: Gunnison County Board of Commissioners

Name of Sponsor’s Authorized Official: Matthew Birnie

Title of Sponsor’s Authorized Official: County Manager

Signature of Sponsor’s Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Submit by Email

Drug-Free Workplace
Airport Improvement Program Sponsor Certification

Sponsor: Gunnison County Board of Commissioners

Airport: Gunnison-Crested Butte Regional Airport

Project Number: 3-08-0030-064-2024

Description of Work: General Aviation Ramp Reconstruction

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

   ☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

   a. The dangers of drug abuse in the workplace;

   b. The sponsor's policy of maintaining a drug-free workplace;

   c. Any available drug counseling, rehabilitation, and employee assistance programs; and

   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

   ☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

   ☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

   a. Abide by the terms of the statement; and

   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

   ☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

   ☐ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

   a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and

   b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

   ☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

   ☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1
Name of Location: Gunnison - Crested Butte Regional Airport
Address: 519 West Rio Grande Ave, Gunnison Colorado

Location 2 (if applicable)
Name of Location:
Address:

Location 3 (if applicable)
Name of Location:
Address:

Attach documentation clarifying any above item marked with a “No” response.

Sponsor’s Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

Executed on this day of , .

Name of Sponsor: Gunnison County Board of Commissioners

Name of Sponsor’s Authorized Official: Matthew Birnie

Title of Sponsor’s Authorized Official: County Manager

Signature of Sponsor’s Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Submit by Email

Equipment and Construction Contracts
Airport Improvement Sponsor Certification

Sponsor: Gunnison County Board of Commissioners

Airport: Gunnison-Crested Butte Regional Airport

Project Number: 3-08-0030-064-2024

Description of Work: General Aviation Ramp Reconstruction

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

   ☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

   ☒ Yes ☐ No ☐ N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

   ☒ Yes ☐ No ☐ N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:

   a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));

   b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and

   c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

   ☒ Yes ☐ No ☐ N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:

   a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;

   b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;

   c. Publicly opened at a time and place prescribed in the invitation for bids; and

   d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

   ☒ Yes ☐ No ☐ N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

   a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;

   b. Plan for publicizing and soliciting an adequate number of qualified sources; and

   c. Listing of evaluation factors along with relative importance of the factors.

   ☒ Yes ☐ No ☐ N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

   ☒ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
    a. Only one qualified person/firm submits a responsive bid;
    b. Award is to be made to other than the lowest responsible bidder; and
    c. Life cycle costing is a factor in selecting the lowest responsive bidder.

    ☒ Yes ☐ No ☐ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:
    a. Access to Records (§ 200.336)
    b. Buy American Preferences (Title 49 U.S.C. § 50101)
    c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
    d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
    e. Occupational Safety and Health Act requirements (20 CFR part 1920)
    f. Seismic Safety – building construction (49 CFR part 41)
    g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
    h. U.S. Trade Restriction (49 CFR part 30)
    i. Veterans Preference (49 USC § 47112(c))

    ☒ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding $2,000 contain or will contain the provisions established by:
    a. Davis-Bacon and Related Acts (29 CFR part 5)
    b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)

    ☒ Yes ☐ No ☐ N/A

11. All construction and equipment installation contracts exceeding $3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

    ☒ Yes ☐ No ☐ N/A

12. All contracts exceeding $10,000 contain or will contain the following provisions as applicable:
    a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
    b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
    c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
    d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

    ☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding $25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

    ☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently $250,000) include or will include provisions, as applicable, that address the following:

    a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);

    b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);

    c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);

    d. Conditions specifying administrative, contractual and legal remedies for instances where contractor of vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and

    e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

    ☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with “No” response.

Sponsor’s Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

Executed on this day of , .

Name of Sponsor: Gunnison County Board of Commissioners

Name of Sponsor’s Authorized Official: Matthew Birnie

Title of Sponsor’s Authorized Official: County Manager

Signature of Sponsor’s Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Submit by Email

Project Plans and Specifications
Airport Improvement Program Sponsor Certification

Sponsor: Gunnison County Board of Commissioners

Airport: Gunnison-Crested Butte Regional Airport

Project Number: 3-08-0030-064-2024

Description of Work: General Aviation Ramp Reconstruction

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

   ☒ Yes ☐ No ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

   ☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).

   ☒ Yes ☐ No ☐ N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).

   ☒ Yes ☐ No ☐ N/A

5. The specification does not use or will not use “brand name” or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).

   ☒ Yes ☐ No ☐ N/A

6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).

   ☒ Yes ☐ No ☐ N/A

7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).

   ☒ Yes ☐ No ☐ N/A

8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).

   ☒ Yes ☐ No ☐ N/A

9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).

   ☒ Yes ☐ No ☐ N/A

10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).

    ☒ Yes ☐ No ☐ N/A

11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)

    ☐ Yes ☐ No ☐ N/A

12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:

    a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.

       ☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: Gunnison County Board of Commissioners

Name of Sponsor's Authorized Official: Matthew Birnie

Title of Sponsor's Authorized Official: County Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Submit by Email

Real Property Acquisition
Airport Improvement Program Sponsor Certification

Sponsor: Gunnison County Board of Commissioners

Airport: Gunnison-Crested Butte Regional Airport

Project Number: 3-08-0030-064-2024

Description of Work: General Aviation Ramp Reconstruction

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in 49 CFR Part 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), as amended.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the real property acquisition project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The sponsor's attorney or other official has or will have good and sufficient title as well as title evidence on property in the project.

   ☒ Yes ☐ No ☐ N/A

2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been or will be extinguished, modified, or subordinated.

   ☒ Yes ☐ No ☐ N/A

3. If property for airport development is or will be leased, the following conditions have been met:

   a. The term is for 20 years or the useful life of the project;

   b. The lessor is a public agency; and

   c. The lease contains no provisions that prevent full compliance with the grant agreement.

   ☐ Yes ☐ No ☒ N/A

4. Property in the project is or will be in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.

   ☒ Yes ☐ No ☐ N/A

5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was or will be obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.

   ☒ Yes ☐ No ☐ N/A

6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces or to clear other airport surfaces, property interest was or will be obtained for the following:

   a. The right of flight;

   b. The right of ingress and egress to remove obstructions; and

   c. The right to restrict the establishment of future obstructions.

   ☒ Yes ☐ No ☐ N/A

7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include or will include the following:

   a. Valuation data to estimate the current market value for the property interest acquired on each parcel; and

   b. Verification that an opportunity has been provided to the property owner or representative to accompany appraisers during inspections.

   ☐ Yes ☐ No ☒ N/A

8. Each appraisal has been or will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to Federal Aviation Administration (FAA) for review.

   ☐ Yes ☐ No ☒ N/A

9. A written offer to acquire each parcel was or will be presented to the property owner for not less than the approved amount of just compensation.

   ☐ Yes ☐ No ☒ N/A

10. Effort was or will be made to acquire each property through the following negotiation procedures:

    a. No coercive action to induce agreement; and

    b. Supporting documents for settlements included in the project files.

    ☐ Yes ☐ No ☒ N/A

11. If a negotiated settlement is not reached, the following procedures were or will be used:

    a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property; and

    b. Supporting documents for awards included in the project files.

☐ Yes ☐ No ☒ N/A

12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was or will be established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.

☐ Yes ☐ No ☒ N/A

13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were or will be provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.

☐ Yes ☐ No ☒ N/A

Attach documentation clarifying any above item marked with “No” response.

Sponsor’s Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

Executed on this day of , .

Name of Sponsor: Gunnison County Board of Commissioners

Name of Sponsor’s Authorized Official: Matthew Birnie

Title of Sponsor’s Authorized Official: County Manager

Signature of Sponsor’s Designated Official Representative: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Submit by Email

Selection of Consultants
Airport Improvement Program Sponsor Certification

Sponsor: Gunnison County Board of Commissioners

Airport: Gunnison-Crested Butte Regional Airport

Project Number: 3-08-0030-064-2024

Description of Work: General Aviation Ramp Reconstruction

Application
49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements
Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

   ☒ Yes ☐ No ☐ N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

5. Sponsor has publicized or will publicize a RFQ that:

   a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and

   b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).

   ☒ Yes ☐ No ☐ N/A

6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).

   ☒ Yes ☐ No ☐ N/A

7. Sponsor has verified or will verify that agreements exceeding $25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).

   ☒ Yes ☐ No ☐ N/A

8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:

   a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and

   b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).

   ☒ Yes ☐ No ☐ N/A

9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).

   ☒ Yes ☐ No ☐ N/A

10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).

    ☒ Yes ☐ No ☐ N/A

11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).

    ☒ Yes ☐ No ☐ N/A

12. Sponsor has incorporated or will incorporate mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)

    ☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

    a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));

    b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and

    c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

    ☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

    ☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with “no” response.

Sponsor’s Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of , .

Name of Sponsor: Gunnison County Board of Commissioners

Name of Sponsor’s Authorized Official: Matthew Birnie

Title of Sponsor’s Authorized Official: County Manager

Signature of Sponsor’s Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Submit by Email

Certification and Disclosure Regarding Potential Conflicts of Interest
Airport Improvement Program Sponsor Certification

Sponsor: Gunnison County Board of Commissioners

Airport: Gunnison-Crested Butte Regional Airport

Project Number: 3-08-0030-064-2024

Description of Work: General Aviation Ramp Reconstruction

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

a) The employee, officer or agent,

b) Any member of his immediate family,

c) His or her partner, or

d) An organization which employs, or is about to employ, any of the above.

Selecting “Yes” represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting “No” represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If “No” is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor’s and sub-recipient’s officers, employees, or agents, or by contractors or their agents.

   ☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

   ☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

   ☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: Gunnison County Board of Commissioners

Name of Sponsor's Authorized Official: Matthew Birnie

Title of Sponsor's Authorized Official: County Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Submit by Email

FAA
Airports

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and

assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.
b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]
c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1, 2]
f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]
g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]
h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]
l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]
s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]
t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]
u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[5] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

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

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The

accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;

   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or

facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable

classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor’s acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR § § 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.
   The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source: "The (**Gunnison County Board of Commissioners**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

    1. Reinvestment in an approved noise compatibility project;

    2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);

    3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;

    4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or

    5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

    If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development

project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

    1. Reinvestment in an approved noise compatibility project;
    2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
    3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
    4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
    5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by

the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf) for AIP projects as of May 1, 2024.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

   1. Describes the requests;
   2. Provides an explanation as to why the requests could not be accommodated; and
   3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

FAA
Airports

Current FAA Advisory Circulars Required for Use in AIP Funded, BIL Funded, and PFC Approved Projects

Updated: 11/17/2022

View current and previous versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/. [1]

NUMBER	TITLE
70/7460-1M	Obstruction Marking and Lighting
150/5000-9B	Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B, Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13C	Development of State Aviation Standards for Airport Pavement Construction
150/5200-28G	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D, Changes 1 - 2	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C, Changes 1 - 2	Airport Emergency Plan
150/5200-33C	Hazardous Wildlife Attractants on or near Airports

[1] All grant recipients are responsible for reviewing errata sheets and addendums pertaining to these Advisory Circulars.

NUMBER	TITLE
150/5200-34A	Construction or Establishment of Landfills Near Public Airports
150/5200-38	Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23A	Frangible Connections
150/5220-24	Airport Foreign Object Debris (FOD) Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5230-4C	Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports
150/5300-13B	Airport Design
150/5300-14D	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects

NUMBER	TITLE
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C, Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B, Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5300-19	Airport Data and Information Program
150/5320-5D	Airport Drainage Design
150/5320-6G	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5D	Standardized Method of Reporting Airport Pavement Strength - PCR
150/5340-1M, Change 1	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18G, Change 1	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Specifications for Airport Lighting Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons

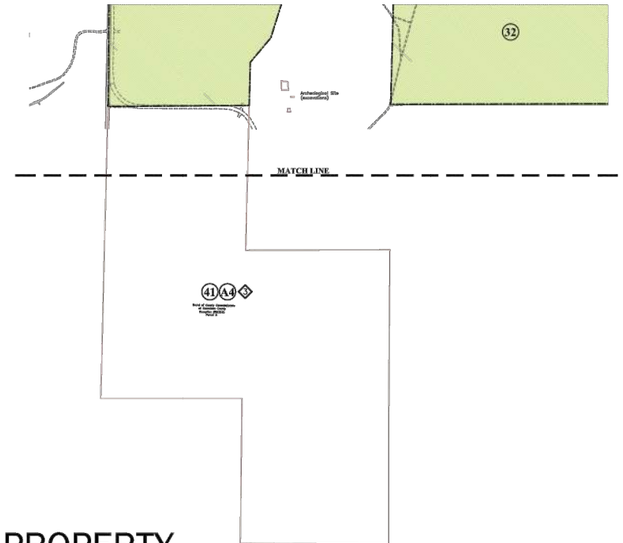
NUMBER	TITLE
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26E	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27F	FAA Specification for Wind Cone Assemblies
150/5345-28H	Precision Approach Path Indicator (PAPI) Systems
150/5345-39E	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42J	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction

NUMBER	TITLE
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases

THE FOLLOWING ADDITIONAL ADVISORY CIRCULARS APPLY TO AIP AND BIL PROJECTS ONLY

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5100-21	State Block Grant Program
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects





FEE SIMPLE PROPERTY

PARCEL NUMBER	GRANTOR	GRANTEE	DOCUMENT DATE	TYPE OF INTEREST	ACREAGE	RECORDING DATA: BOOK & PAGE	RECORDING DATA: RECEPTION #	RECORDING DATA: DATE	FAA PROJECT NO.	PFC APP. NO.	SURPLUS PROP. TRANS. OR AP-4 AGREEMENT	COLORADO DIV. AERONAUTICS	PURPOSE OF ACQUISITION	TYPE OF EASEMENT	PARCEL RELEASED BY FAA	DATE	REMARKS
3	A. C. DANIELSON, ET AL	BOARD OF COMMISSIONERS GUNNISON CO.	7/22/1948	FEE	161.91	Bk 278 Pg 225	201675	7/31/1948	FAAP 9-05-012-C801	.	.	.	AIRFIELD	.	.	.	ORIGINAL DEED 7/18/1945 (Bk 268 Pg 175)
1	DENVER AND RIO GRANDE WESTERN RAILROAD CO.	GUNNISON COUNTY	10/29/1948	FEE	0.91	Bk 274 Pg 584	196989	12/24/1948		.	.	.	AIRFIELD	.	.	.	.
29C	ARTHUR C. MILLER, S. JAY MILLER	BOARD OF COMMISSIONERS GUNNISON CO.	10/27/1948	FEE	1.6	Bk 278 Pg 262	202327	10/27/1948	FAAP 9-05-012-C803	.	.	.	BRL	.	.	.	.
11B	BOARD OF COMMISSIONERS GUNNISON CO.	DEPARTMENT OF HIGHWAYS, STATE OF COLORADO	5/27/1956	QUIT CLAIM	2.041	Bk 357 Pg 176	230759	5/18/1956		.	.	.	HIGHWAY ROW	.	.	.	.
29B	S. JAY MILLER	COUNTY OF GUNNISON	1/31/1961	FEE	0.44	Bk 350 Pg 187	247175	1/10/1961	FAAP 9-05-012-C803	.	.	.	AIRFIELD	.	.	.	.
28	COUNTY OF GUNNISON — PUBLIC WORKS	COUNTY OF GUNNISON — GUNNISON/CRESTED BUTTE AIRPORT	11/04/2014	FEE	.	Bk 352 Pg 308	248120	5/5/1961	AIP 3-08-0030-47	.	.	.	TERMINAL FAC.	.	.	.	LAND TRANSFER TO AIRPORT FOLLOWING PUBLIC WORKS RELOCATION.
4	COLORADO VENTURES, INC.	GUNNISON COUNTY	11/30/1987	FEE	5.47	Bk 396 Pg 098	270750	5/13/1987	FAAP 9-05-012-C803	.	.	.	BRL	.	.	.	.
1	U. F. WILSON, J. A. WILSON, B. ADAMS	COUNTY OF GUNNISON	1/30/1967	FEE	40.14	Bk 411 Pg 263	277221	8/11/1969	FAAP 9-05-012-C803	.	.	.	AIRFIELD	.	.	.	.
1A	U. F. WILSON, J. A. WILSON, B. ADAMS	COUNTY OF GUNNISON	1/24/1967	FEE	3.14	Bk 411 Pg 262	277220	8/11/1969	FAAP 9-05-012-C803	.	.	.	AIRFIELD	.	.	.	.
2	JACK DIXON	COUNTY OF GUNNISON	8/4/1967	FEE	7.67	Bk 397 Pg 331	271567	8/8/1967	FAAP 9-05-012-C803	.	.	.	BRL	.	.	.	.
6	GUNNISON LIONS CLUB	COUNTY OF GUNNISON	1/30/1967	FEE	4.39	Bk 399 Pg 028	271989	10/27/1967	FAAP 9-05-012-C803	.	.	.	BRL	.	.	.	.
9	GORDON B. WARREN, WESTERN STATE AVIATION INC.	COUNTY OF GUNNISON	9/29/1967	FEE	2.59	Bk 399 Pg 033	271992	10/2/1967		.	.	.	AIRFIELD	.	.	.	SOLD TO WARREN 1955, CONVEYED BACK TO COUNTY 1987
1B	RALPH R. LEHMANN, NONA C. LEHMANN	COUNTY OF GUNNISON	7/17/1973	FEE	.	Bk 453 Pg 320	304406	7/18/1973		.	.	.	AIRFIELD	.	.	.	EXCEPTION TO QUIET TITLE DECREE BK 278 PG 225
1B	JOHN H HOCKETT ESTATE OF BAY FLOYD HOCKETT	COUNTY OF GUNNISON	10/7/1977	FEE	.	Bk 508 Pg 576	321668	10/26/1977		.	.	.	AIRFIELD	.	.	.	EXCEPTION TO QUIET TITLE DECREE BK 278 PG 225
13	LAND ENTERPRISES CO.	GUNNISON COUNTY	1/24/1978	FEE	.	Bk 521 Pg 589	331762	10/3/1978		.	.	.	ROW	.	.	.	.
15	CITY OF GUNNISON	BOARD OF COMMISSIONERS GUNNISON CO.	9/17/1979	FEE	.	Bk 540 Pg 524	344316	4/28/1979		.	.	.	TERMINAL FAC.	.	.	.	.
44	SAM C. SANGOSTI JR., ET AL	BOARD OF COMMISSIONERS GUNNISON CO.	4/28/1982	FEE	.	Bk 579 Pg 320	368694	5/3/1982		.	.	.	TERMINAL FAC.	.	.	.	.
38B	CITY OF GUNNISON	BOARD OF COMMISSIONERS GUNNISON CO.	10/10/1981	VACATION	.	Bk 564 Pg 374	358024	7/31/1981		.	.	.	TERMINAL FAC.	.	.	.	STREET VACATION
15	CITY OF GUNNISON	BOARD OF COMMISSIONERS GUNNISON CO.	11/13/1979	VACATION	.	Bk 564 Pg 376	358025	7/31/1981		.	.	.	TERMINAL FAC.	.	.	.	STREET VACATION
C2	CITY OF GUNNISON	BOARD OF COMMISSIONERS GUNNISON CO.	7/28/1987	VACATION	.	Bk 646 Pg 683	403451	8/16/1987		.	.	.	TERMINAL FAC.	.	.	.	STREET VACATION
40B	CITY OF GUNNISON	BOARD OF COMMISSIONERS GUNNISON CO.	6/28/1983	VACATION	.	Bk 584 Pg 266	375027	7/8/1983		.	.	.	TERMINAL FAC.	.	.	.	STREET VACATION
16	CITY OF GUNNISON	BOARD OF COMMISSIONERS GUNNISON CO.	11/15/1983	VACATION	.	Bk 589 Pg 550	379355	11/14/1983		.	.	.	TERMINAL FAC.	.	.	.	STREET VACATION
17	FLOYD F. JOHNSON, FLORINA F. JOHNSON	COUNTY OF GUNNISON	2/16/1984	FEE	.	Bk 602 Pg 824	379870	2/17/1984		.	.	.	AIRFIELD	.	.	.	EXCEPTION TO QUIET TITLE DECREE BK 278 PG 225
S1	SGDL I, LUTTLE, RUTH L. LUTTLE	COUNTY OF GUNNISON	3/9/1984	FEE	1.55	Bk 604 Pg 469	380574	4/9/1984		.	.	.	ROW	.	.	.	.
C3	CITY OF GUNNISON	LEFEVRE, & BROWN	3/27/1984	VACATION	.	Bk 604 Pg 881	380927	4/13/1984		.	.	.	TERMINAL FAC.	.	.	.	DEEDED TO COUNTY RECEPTION 522215
1B	NICHOLAS J. LYPPS, MICHAEL L. POTOKER	COUNTY OF GUNNISON	2/27/1985	FEE	0.31	Bk 615 Pg 870	385687	4/4/1985		.	.	.	TERMINAL FAC.	.	.	.	.
19	NICHOLAS J. LYPPS, MICHAEL L. POTOKER	COUNTY OF GUNNISON	8/9/1985	FEE	0.19	Bk 620 Pg 631	388328	8/13/1985	AIP 8-08-0030-03	.	.	.	TERMINAL FAC.	.	.	.	.
29C	JAMES L. PEARCY, SANDRA JEAN PEARCY	COUNTY OF GUNNISON	4/22/1986	FEE	0.07	Bk 628 Pg 224	393907	4/24/1986	AIP 8-08-0030-03	.	.	.	RPZ	.	.	.	.
24A	DONALD F. SCHMALZ, VALERIE Y. SCHMALZ	COUNTY OF GUNNISON	5/28/1987	FEE	.	Bk 642 Pg 680	401238	5/28/1987	AIP 8-08-0030-04	.	.	.	TERMINAL FAC.	.	.	.	.
S1	CITY OF GUNNISON	COUNTY OF GUNNISON	7/28/1987	VACATION	.	Bk 646 Pg 683	403451	8/16/1987		.	.	.	TERMINAL FAC.	.	.	.	.
22A	U. F. WILSON, J. A. WILSON	COUNTY OF GUNNISON	8/14/1989	FEE	73.623	Bk 669 Pg 222	415345	8/16/1989		.	.	.	AIRFIELD	.	.	.	.
22B	U. F. WILSON, J. A. WILSON	COUNTY OF GUNNISON	8/14/1989	FEE	1.6	Bk 669 Pg 222	415345	8/16/1989	AIP 8-08-0030-11	.	.	.	LANDUSE	.	.	.	.
25	U. F. WILSON, J. A. WILSON	COUNTY OF GUNNISON	8/14/1989	FEE	0.968	Bk 669 Pg 222	415345	8/16/1989		.	.	.	LANDUSE	.	.	.	.
26	U. F. WILSON, J. A. WILSON	COUNTY OF GUNNISON	8/14/1989	FEE	0.444	Bk 669 Pg 222	415345	8/16/1989		.	.	.	LANDUSE	.	.	.	.
27	U. F. WILSON, J. A. WILSON	COUNTY OF GUNNISON	8/14/1989	FEE	0.297	Bk 669 Pg 222	415345	8/16/1989		.	.	.	LANDUSE	.	.	.	.
28	U. F. WILSON, J. A. WILSON	COUNTY OF GUNNISON	8/14/1989	FEE	0.079	Bk 669 Pg 222	415345	8/16/1989		.	.	.	LANDUSE	.	.	.	.
29	U. F. WILSON, J. A. WILSON	COUNTY OF GUNNISON	8/14/1989	FEE	0.675	Bk 669 Pg 222	415345	8/16/1989		.	.	.	LANDUSE	.	.	.	.
11B	CITY OF GUNNISON	COUNTY OF GUNNISON	8/14/1989	FEE	5.108	Bk 675 Pg 866	418605	2/21/1990		.	.	.	AIRFIELD	.	.	.	EXCEPTION TO QUIET TITLE DECREE BK 278 PG 225
IVB & 29SBS	S. JAY MILLER	COUNTY OF GUNNISON	9/28/1990	FEE	.	Bk 682 Pg 731	422723	9/28/1990	AIP 8-08-0030-11	.	.	.	AIRFIELD	.	.	.	.
1	WESTERN GAS SUPPLY CO.	BOARD OF COMMISSIONERS GUNNISON CO.	9/6/1990	FEE	.	Bk 692 Pg 466	427503	7/18/1991		.	.	.	AIRFIELD	.	.	.	.
21	ROGERS WILKERSON	BOARD OF COMMISSIONERS GUNNISON CO.	2/28/1992	FEE	.	Bk 702 Pg 330	430114	4/28/1992		.	.	.	RPZ	.	.	.	.
24B	DONALD F. SCHMALZ, VALERIE Y. SCHMALZ	COUNTY OF GUNNISON	4/28/1992	FEE	.	Bk 705 Pg 055	433684	4/29/1992	AIP 8-08-0030-15	.	.	.	TERMINAL FAC.	.	.	.	GAS LINE EASEMENT, NORTHERLY 20' LOT 25 BLOCK 14, 10/25/04
23	UNITED STATES OF AMERICA (FOREST SERVICE)	BOARD OF COMMISSIONERS GUNNISON CO.	10/20/1992	FEE	2	Bk 714 Pg 831	438116	11/4/1992	AIP 8-08-0030-09	.	.	.	LAND USE	.	.	.	.
24B	CITY OF GUNNISON	COUNTY OF GUNNISON	6/8/1993	VACATION	.	Bk 726 Pg 123	443371	6/29/1993		.	.	.	TERMINAL FAC.	.	.	.	.
19	NICHOLAS J. LYPPS, MICHAEL L. POTOKER	BOARD OF COMMISSIONERS GUNNISON CO.	7/13/1994	FEE	.	Bk 742 Pg 049	450020	7/14/1994	AIP 8-08-0030-03	.	.	.	TERMINAL FAC.	.	.	.	.
C4	JAMES L. PEARCY, SANDRA JEAN PEARCY	BOARD OF COMMISSIONERS GUNNISON CO.	7/20/1995	FEE	0.17	Bk 767 Pg 330	461227	7/20/1995	AIP 8-08-0030-09-23	.	.	.	RPZ	.	.	.	.
31	GUNNISON LIONS CLUB	BOARD OF COMMISSIONERS GUNNISON CO.	10/18/1995	FEE	13.92	Bk 772 Pg 631	463430	10/30/1995	AIP 8-08-0030-17	.	.	.	BRL	.	.	.	PARCEL 2
31A	GUNNISON LIONS CLUB	COUNTY OF GUNNISON	10/18/1995	FEE	1.69	Bk 772 Pg 631	463430	10/30/1995	AIP 8-08-0030-17	.	.	.	BRL	.	.	.	PARCEL 1
C5	VALCO, INC.	BOARD OF COMMISSIONERS GUNNISON CO.	9/17/1997	FEE	.	.	478304	9/16/1997		.	.	.	ROW	.	.	.	.
39	DONALD B. COLEMAN, GENA COLEMAN	BOARD OF COMMISSIONERS GUNNISON CO.	2/24/1999	FEE	2.81	.	490382	2/25/1999	AIP 8-08-0030-22	.	.	.	AIRFIELD	.	.	.	.
29A	JAMES L. PEARCY, SANDRA JEAN PEARCY	BOARD OF COMMISSIONERS GUNNISON CO.	3/25/1999	FEE	.	.	491856	3/25/1999	AIP 8-08-0030-23	.	.	.	RPZ	.	.	.	.
33	CO. DEPT. OF PUB. HEALTH AND ENVIRO	COUNTY OF GUNNISON	12/8/1999	FEE	60.92	.	499861	12/24/2000		.	.	.	BRL	.	.	.	.
42 & 42	ADAMS-WILSON RANCH,L.L.L.P.	BOARD OF COMMISSIONERS GUNNISON CO.	7/8/2000	FEE	.	.	503043	7/8/2003	AIP 3-08-0030-37	.	.	.	LAND USE	.	.	.	PARCEL 3 TRACT 2 (PORTION WITHIN RVC & MH, WAS NOT PURCHASED SEPARATELY BUT AS PART OF ADAMS-WILSON RANCH)
41	ADAMS-WILSON RANCH,L.L.L.P.	BOARD OF COMMISSIONERS GUNNISON CO.	11/27/2013	RELEASE	.	.	503043	7/8/2003	AIP 3-08-0030-37	.	.	.	LAND USE	.	.	.	RELEASED BY 2010 INSTRUMENT OF RELEASE
2	ADAMS-WILSON RANCH,L.L.L.P.	BOARD OF COMMISSIONERS GUNNISON CO.	7/8/2000	FEE	.	.	503043	7/8/2003	AIP 3-08-0030-37	.	.	.	LAND USE	.	.	.	PARCEL 3 TRACT 1
42 & 42	ADAMS-WILSON RANCH,L.L.L.P.	BOARD OF COMMISSIONERS GUNNISON CO.	7/8/2000	FEE	.	.	503043	7/8/2003	AIP 3-08-0030-37	.	.	.	LAND USE	.	.	.	PARCEL 3 TRACT 2 (PORTION WITHIN RVC & MH, WAS NOT PURCHASED SEPARATELY BUT AS PART OF ADAMS-WILSON RANCH)
42 & 42	ADAMS-WILSON RANCH,L.L.L.P.	BOARD OF COMMISSIONERS GUNNISON CO.	7/8/2000	FEE	.	.	503043	7/8/2003	AIP 3-08-0030-37	.	.	.	LAND USE	.	.	.	PARCEL 4
40B	ADAMS-WILSON RANCH,L.L.L.P.	BOARD OF COMMISSIONERS GUNNISON CO.	7/8/2000	FEE	.	.	503043	7/8/2003	AIP 3-08-0030-37	.	.	.	LAND USE	.	.	.	PARCEL 5
40A & 42	ADAMS-WILSON RANCH,L.L.L.P.	BOARD OF COMMISSIONERS GUNNISON CO.	7/8/2000	FEE	.	.	503043	7/8/2003	AIP 3-08-0030-37	.	.	.	LAND USE	.	.	.	PARCEL 6
40B	ADAMS-WILSON RANCH,L.L.L.P.	BOARD OF COMMISSIONERS GUNNISON CO.	7/8/2000	FEE	.	.	503043	7/8/2003	AIP 3-08-0030-37	.	.	.	LAND USE	.	.	.	PARCEL 7
40B	ADAMS-WILSON RANCH,L.L.L.P.	BOARD OF COMMISSIONERS GUNNISON CO.	7/8/2000	FEE	.	.	503043	7/8/2003	AIP 3-08-0030-37	.	.	.	LAND USE	.	.	.	QUIT CLAIM DEED
34	GARFIELD INVESTMENTS, INC.	BOARD OF COMMISSIONERS GUNNISON CO.	5/8/2002	FEE	49.80	.	500716	5/29/2002		.	.	.	LAND USE	.	.	.	.
45	SHAUN P. MCMULLAN, CINDY M. MCMULLAN	BOARD OF COMMISSIONERS GUNNISON CO.	5/13/2002	FEE	.	.	518907	5/14/2002		.	.	.	LAND USE	.	.	.	.
34B	GARFIELD INVESTMENTS, INC.	BOARD OF COMMISSIONERS GUNNISON CO.	5/8/2002	FEE	5.25	.	500716	5/29/2002		.	.	.	LAND USE	.	.	.	.
C6	R.A. & ERNA B. KUHN & DONNY WATERWORKS TRUST	BOARD OF COMMISSIONERS GUNNISON CO.	11/27/2002	FEE	.	.	526580	11/27/2002		.	.	.	LAND USE	.	.	.	PROPOSED TO BE SOLD
44B	B & L HOLDINGS, LLC	BOARD OF COMMISSIONERS GUNNISON CO.	11/14/2003	FEE	.	.	527215	11/14/2003		.	.	.	TERMINAL FAC.	.	.	.	.
37	DANIEL C. TRISCHMAN, ET AL	BOARD OF COMMISSIONERS GUNNISON CO.	2/26/2003	FEE	.	.	526545	3/7/2003		.	.	.	TERMINAL FAC.	.	.	.	.
20	CLEAR CREEK COUNTY, CO	GUNNISON COUNTY	6/17/2003	FEE	.	.	531896	6/24/2003	AIP 8-08-0030-11	.	.	.	LAND USE	.	.	.	PARCEL 1
8	CLEAR CREEK COUNTY, CO	GUNNISON COUNTY	6/17/2003	FEE	.	.	531896	6/24/2003		.	.	.	LAND USE	.	.	.	PARCEL 2
C7	CITY OF GUNNISON	BOARD OF COMMISSIONERS GUNNISON CO.	6/22/2004	QUIT CLAIM	0.096	.	.	.		.	.	.	.	.	.	.	.
43	J. F. WILSON, J. A. WILSON	COUNTY OF GUNNISON	.	FEE	7.31	.	.	.		.	.	.	RPZ	.	.	.	THIS PARCEL WAS NOT PURCHASED SEPARATELY BUT AS PART OF ADAMS-WILSON RANCH
32	GUNNISON COUNTY	COUNTY OF GUNNISON	4/28/1992	FEE	0.7	Bk 705 Pg 055	433684	4/29/1992	AIP 8-08-0030-15	.	.	.	TERMINAL FAC.	.	.	.	.
5B	ARTHUR C. MILLER & EFFIE MILLER			FUTURE FEE	.	.	.	.		.	.	.	RPZ	.	.	.	.
40D	JEFFREY A. CLARK, DIAMANTE F. CLARK			FUTURE FEE	1.04	.	.	.		.	.	.	LAND USE	.	.	.	.
40E	JEFFREY A. CLARK, DIAMANTE F. CLARK			FUTURE FEE	1.50	.	.	.		.	.	.	LAND USE	.	.	.	.
40C	W MOUNTAIN RANCH SUBDIVISION - MILLIKIN (PROPOSED)			FUTURE FEE	5.30	.	.	.		.	.	.	LAND USE	.	.	.	.
A	GUNNISON COUNTY	DAYS INN MOTEL	5/18/2004	RELEASE	0.44	.	545582	5/18/2004	AIP 3-08-0030-01 thru 35	.	.	.	.	.	.	.	.
A2	GUNNISON COUNTY	BOARD OF COMMISSIONERS GUNNISON CO.		FUTURE RELEASE	49.4	.	.	.		.	.	.	.	.	.	.	NO FAA FUNDING PARTICIPATION
C9	CITY OF GUNNISON	BOARD OF COMMISSIONERS GUNNISON CO.		FUTURE FEE	0.6	.	.	.		.	.	.	.	.	.	.	TRANSFER
C9	CITY OF GUNNISON	BOARD OF COMMISSIONERS GUNNISON CO.		FUTURE FEE	1.2	.	.	.		.	.	.	.	.	.	.	TRANSFER
C10	CITY OF GUNNISON	BOARD OF COMMISSIONERS GUNNISON CO.		FUTURE FEE	11.2	.	.	.		.	.	.	.	.	.	.	.
A3	GUNNISON COUNTY			RELEASE	2.135	.	.	.		.	.	.	.	.	.	.	.
A4	BOARD OF COMMISSIONERS GUNNISON CO		12/17/2013	RELEASE	.	.	.	.		.	.	.	.	.	.	.	RELEASED BY 2010 INSTRUMENT OF RELEASE
A5	COUNTY OF GUNNISON — PUBLIC WORKS	COUNTY OF GUNNISON — GUNNISON/CRESTED BUTTE AIRPORT	11/04/2014	FEE	35	.	.	.		.	.	.	TERMINAL FAC.	.	.	.	LAND TRANSFER TO AIRPORT FOLLOWING PUBLIC WORKS RELOCATION.

DATE: MARCH/2015
ANNUAL RATE OF CHANGE: 0°6' W
SOURCE: U.S. NGDC

NOTES

1. THIS DRAWING SHOULD NOT BE USED AS A STANDARD FOR PLANNING OR DESIGN.
2. RESEARCH FOR THIS DRAWING WAS PERFORMED ON OR BEFORE MAY 3, 2004 BY NORTH STAR SURVEYING, INC., GUNNISON, CO, AND IS NOT NECESSARILY COMPLETE OR CONCLUSIVE.
3. UPDATED BY JVIATION, INC. APRIL 9, 2015 TO INCLUDE CHANGES FROM AIP 3-08-0030-47 2014 PUBLIC WORKS FACILITY REMOVAL AND PROPERTY TRANSFER PARCEL 38/A5 (APPROACH PROTECTION), AND PARCEL 41/A4 INSTRUMENT OF RELEASE. REVISIONS ARE NOT NECESSARILY COMPLETE OR CONCLUSIVE.
4. JVIATION, INC. HAS NOT SURVEYED OR VERIFIED THIS INFORMATION.

SOURCE

1. THE INFORMATION CONTAINED IN THIS DOCUMENT WAS REPRODUCED FROM THE AIRPORT PROPERTY MAP BY BARNARD DUNKELBERG & COMPANY DATED MAY 2006.

I:\Projects\GUC\CAD\ALP-2015\PLANS\19-GUC-ALP-EXHA-WORKING.dwg
Mar 21, 2017 - 2:23pm
roberts.tod

JVIATION®

Gunnison Crested Butte REGIONAL AIRPORT

DES: R.L.B.
DR: R.L.B.
CH: S.V.B.
APP: S.V.B.

ISSUE RECORD

NO.	BY	DATE	DESCRIPTION
1	S.V.B.	11/17/16	FINAL

THE PREPARATION OF THIS DOCUMENT MAY HAVE BEEN SUPPORTED, IN PART, THROUGH THE AIRPORT IMPROVEMENT PROGRAM FINANCIAL ASSISTANCE FROM THE FEDERAL AVIATION ADMINISTRATION AS PROVIDED UNDER TITLE 49 U.S.C., SECTION 47104. THE CONTENTS DO NOT NECESSARILY REFLECT THE OFFICIAL VIEWS OR POLICY OF THE FAA. ACCEPTANCE OF THIS AIRPORT LAYOUT PLAN BY THE FAA DOES NOT IN ANY WAY CONSTITUTE A COMMITMENT ON THE PART OF THE UNITED STATES TO PARTICIPATE IN ANY DEVELOPMENT DEPICTED THEREIN NOR DOES IT INDICATE THAT THE PROPOSED DEVELOPMENT IS ENVIRONMENTALLY ACCEPTABLE OR WOULD HAVE JUSTIFICATION IN ACCORDANCE WITH APPROPRIATE PUBLIC LAWS.

AIRPORT LAYOUT PLAN

AIRPORT PROPERTY MAP

AIP PROJ. NO. 3-08-0030-048
JVIATION PROJ. NO. 2014.GUC.03
DATE: NOVEMBER, 2016

SHEET NO. 19 of 19

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; Gunnison Area Com

Action Requested: BOCC Signature

Parties to the Agreement:

Term Begins: 3/19/2024 **Term Ends:** 8/30/2024 **Grant Contract #:**

Summary:

The Gunnison Area Community Plan, Gunnison Three-Mile Plan, and associated Gunnison County Land Use Resolution amendments shall be

Fiscal Impact: Not to exceed $53,030.

Submitted by: H. Seminick **Submitter's Email Address:** hseminick@gunnisoncounty.org

Finance Review: (X) Required ( ) Not Required

Comments:

N/A

Reviewed by: Discharge Date: 3/13/2024

County Attorney Review: (X) Required ( ) Not Required

Comments:

Appears legally sufficient. MRH

Reveiwed by: M. Hoyt Discharge Date: 3/14/2024 Certificate of Insurance Required

Yes ( ) No (X)

County Manager Review:

Comments:

Reveiwed by: M. Birnie Discharge Date: 3/15/2024

(•) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 3/19/2024

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the 17th day of January, 2024 by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia Avenue, Gunnison, Colorado 81230 (herein "Gunnison County"), the City of Gunnison, Colorado, whose address is 201 W. Virginia Avenue, Gunnison, Colorado 81230 ("City"), and Design Workshop, Inc. whose address is 22860 Two Rivers Road, Suite 102, , Basalt, Colorado., 81621 (herein "Contractor").

RECITALS

The Contractor desires to provide professional services as identified in the Scope of Work Memorandum attached hereto and incorporated herein by reference as Appendix "A ("Services").

Gunnison County and the City desire to engage Contractor to provide Services according to this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the Recitals and the mutual covenants and obligations hereinafter set forth, the parties agree as follows:

1. SERVICES.

Contractor shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services. All Services shall be performed in a timely manner and in accordance with generally accepted standards for Contractor's profession and all applicable federal, state and local laws and regulations affecting the Services or their subject matter. Contractor acknowledges that this is a non-exclusive Agreement, and the City and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

The Final Draft Gunnison Three-Mile Plan shall, at a minimum, describe the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the municipality and the proposed land uses for the area, in accordance with C.R.S 31-12-105(e)(1). Services will include an amendment to the Gunnison Three-Mile Plan/Urban Growth Boundary Intergovernmental Agreement between the City and Gunnison County.

The Gunnison Area Community Plan, Gunnison Three-Mile Plan, and associated Gunnison County Land Use Resolution amendments shall be complementary to each other and designed to operationalize the vision and policies of the Gunnison Area Community Plan. Additionally, the scope of work will inform and guide an updated Intergovernmental Agreement between the City and the County.

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on August 30, 2024, unless sooner terminated or replaced as provided herein.

This Agreement is subject to both the City and Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If either the City or Gunnison County fails or refuses to make such an appropriation, either the City or Gunnison County reserves the right to terminate this Agreement pursuant to the Termination paragraph of this Agreement.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the City and Gunnison County with their strategies to deliver high quality services in relation to planning adjacent to the current City boundary to the West and North Gunnison areas of the County, including the un-annexed area south of the Van Tuyl Ranch between City limits and the Gunnison River, and areas as outlined in the Gunnison County Strategic Plan, and the City of Gunnison Comprehensive Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, Gunnison County shall pay Contractor fees not to exceed **$70,000.00**. Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

a. The City and Gunnison County agree to the scope set forth in Appendix A of this Agreement, and in consideration and exchange for Contractor's performance of the Services, the City and Gunnison County shall pay Contractor fees as more specifically not to exceed **$70,000.00**, in the amounts and terms that follow:

    1. The City shall pay a total of **$16,970.00** and
    2. The County shall pay the remainder.

b. Payment shall be made by Gunnison County and by the City to Contractor within 45 days of receipt of invoices issued to both Gunnison County and the City, with Gunnison County and the City each obligated to pay one-half (1/2) of the invoice amount. Once the City has completed its payment obligation as set forth above, Contractor will direct invoices to Gunnison County only, and Gunnison County shall be solely responsible for paying such invoice(s).

The Compensation shall compensate Contractor for all charges, expenses, overhead, payroll costs, employee benefits, insurance subsistence, and profits, except as specifically set forth in this Agreement.

5. INSURANCE.

Contractor agrees that at all times during the Term of this Agreement, and for three (3) years after the date the Term of this Agreement expires or the date this Agreement is terminated, or any applicable warranty period, Contractor shall maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Contractor will provide insurance certificates to the City and Gunnison County, listing the City and Gunnison County as an additional insured, for the coverages required by this paragraph, which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to the City and Gunnison County. Written notice shall be sent to the parties identified in the Notices section of this Agreement and sent thirty (30) days prior to any cancellation or non-renewal unless due to non-payment of premiums, in which case, notice shall be sent ten (10) days prior. If written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s).

a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.

b. Comprehensive General Liability Insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado. Combinations of primary and excess coverage may be used to achieve minimum coverage limits. Excess/umbrella policy(ies) must follow form of the primary policy(ies) with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance. The City's or County's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's or County's rights or remedies under this Agreement.

If excluded from any policy coverage, this Agreement shall be specifically named an insured contract. If any policy is in excess of a deductible or self-insured retention, the City and County must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) must be included. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City and County, excluding Professional Liability and Workers Compensation policies, shall be provided if required.

For all coverages required under this Agreement, Contractor's insurer(s) shall waive subrogation rights against the City and Gunnison County by policy endorsement. All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City or Gunnison County.

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor to the City or Gunnison County under this Agreement. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

The insurance provisions of this Agreement shall survive expiration or termination of this Agreement.

6. INDEPENDENT CONTRACTOR.

In carrying out its obligations and activities under this Agreement, Contractor is acting as an independent contractor and not as an agent, partner, joint venture or employee of the City or Gunnison County. Contractor does not have any authority to bind the City or Gunnison County in any manner whatsoever.

Contractor acknowledges and agrees that Contractor is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from the City or Gunnison County. Further, Contractor is obligated to pay all applicable federal, state and local taxes owed in relation to the services.

7. INDEMNIFICATION.

Contractor irrevocably and unconditionally agrees to indemnify, defend and hold harmless the City and Gunnison County, its Council, Commissioners, agents and employees of and from any

and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Contractor or its employees, subcontractors or agents in connection with this Agreement. Further, the City and Gunnison County shall not be liable to Contractor or its affiliates for any loss of anticipated business opportunities, contracts, revenues, profits or savings; damage to goodwill or reputation; or indirect, special or consequential loss or damage, arising out of or in connection with this Agreement, whether for breach of contract, in tort (including negligence), under statute or any other law, and Contractor expressly disclaims any such claims or damages as against the City and Gunnison County.

In case of any claim that is subject to indemnification under this Agreement, Contractor will provide the City and Gunnison County reasonably prompt notice of the relevant claim. Contractor will defend or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement, through legal counsel selected by Contractor but approved by the City and Gunnison County. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and the City and Gunnison County will tender the defense and settlement of any action or proceeding covered by this Section to Contractor or upon request. Claims may be settled without the consent of the City and Gunnison County, unless the settlement includes an admission of wrongdoing, fault or liability by the City or Gunnison County, whether express or implied.

This defense and indemnification obligation shall survive any termination or expiration of this Agreement.

8. SOLE SOURCE CONTRACTS.

If the Contractor has entered into a sole source contract or contracts with the State of Colorado or any of its political subdivisions as defined in Article XXVIII of the Colorado Constitution which including this contract in the aggregate on an annual basis are equal to or exceed the amount of $100,000, then the following provisions apply:

a. Because of a presumption of impropriety between contributions to any campaign and sole source government contracts, Contractor, on behalf of itself , any person who controls ten percent or more of the shares of or interest in the Contractor, and the Contractor's officers, directors and trustees (collectively, the "Contract Holder") shall contractually agree, for the duration of the contract and for two years thereafter, to cease making, causing to be made, or inducing by any means, a contribution, directly or indirectly, on behalf of the Contractor Holder or on behalf of his or her immediate family member and for the benefit of any political party or for the benefit of any candidate for any elected office of the state or any of its political subdivisions.

b. The parties further agree that if a Contract Holder makes or causes to be made any contribution intended to promote or influence the result of an election on a ballot issue, the Contract Holder shall not be qualified to enter into a sole source government contract

relating to that particular ballot issue.

c. The parties agree that if a Contract Holder intentionally violates sections 15 or 17(2) of Article XXVIII of the Colorado Constitution, as contractual damages that Contract Holder shall be ineligible to hold any sole source government contract, or public employment with the state or any of its political subdivisions, for three years.

d. These provisions shall not apply to the extent they have been enjoined or invalidated by a court of competent jurisdiction.

9. DISCRIMINATION.

The Contractor agrees to not discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. Contractor shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, Contractor shall comply with such enforcement procedures as any governmental authority might demand that the City or Gunnison County take for the purpose of complying with any such laws and regulations.

10. IMMIGRATION COMPLIANCE CERTIFICATION.

a. Contractor certifies that Contractor does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.

b. Contractor certifies that Contractor has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.

c. Contractor certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.

d. Contractor agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. § 8-17.5-102 by the Colorado Department of Labor and Employment.

e. Contractor agrees to comply with the provisions of C.R.S. § 8-17.5-101 et seq.

11. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

The Contractor represents and warrants to the City and Gunnison County that at all times during the performance of this Agreement no qualified individual with a disability shall, by reason of such disability, be exclude from participation in, or denied benefits of the service, programs, or

activities performed by the Contractor, or be subjected to any discrimination by the Contractor upon which assurance the City or Gunnison County relies.

12. MISCELLANEOUS.

a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

c. NO WAIVER OF GOVERNMENTAL IMMUNITY. The parties hereto understand and agree that the City and Gunnison County is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by the City or Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

d. LEGAL AUTHORITY. Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that they have been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City or Gunnison County shall have the right, in their sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

e. NO CONSTRUCTION AGAINST DRAFTING PARTY. The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

f. ORDER OF PRECEDENCE. In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.

g. SURVIVAL OF CERTAIN PROVISIONS. The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to

indemnify the City and Gunnison County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

h. INUREMENT. The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

i. TIME IS OF THE ESSENCE. The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

j. PARAGRAPH HEADINGS. The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

13. DELEGATION AND ASSIGNMENT.

Contractor shall not delegate or assign its duties under this Agreement without the prior written consent of the City and Gunnison County which consent the City and Gunnison County may withhold in its discretion. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

14. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms provided in this Agreement. Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination.

15. OWNERSHIP OF PROPERTY.

All drawings, specifications and other work product, including those in electronic form, prepared by or through Contractor are the Instruments of Service for use solely with respect to this project. Contractor shall be deemed the author and owner of their Instruments of Service and shall retain all common law, statutory, and other rights, including copyrights. Contractor grants the City and Gunnison County a nonexclusive license to reproduce Contractor’s Instruments of Service solely for the purposes of constructing, using and maintaining this project, provided that City and Gunnison County shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The City and Gunnison County shall be permitted to retain copies, including reproducible copies of drawings and specifications for information and reference in connection with the City and Gunnison County's use and occupancy of the project. The City and Gunnison County shall be permitted to authorize its contractors, subcontractors and material

suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in the execution of this project. The drawings and specifications shall not be used by the City and Gunnison County on another project, except by agreement in writing between Contractor and City and Gunnison County. Neither City and Gunnison County nor any of its contractors or separate consultants shall make edits or changes to Contractor's Instruments of Service without the express written approval of Contractor. Any unauthorized use of or changes to the Instruments of Service without Contractor's consent shall be at the City and Gunnison County's sole risk and without liability to Contractor.

16. WARRANTIES.

Contractor represents and warrants to the City and Gunnison County as follows:

a. The Services shall conform to applicable specifications and will be free from deficiencies and defects in materials, workmanship, design or performance, as applicable.

b. All Services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.

c. Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement and to perform the Services free and clear from all liens, adverse claims, encumbrances and interests of any third party.

d. There are no pending or threatened lawsuits, claims, disputes or actions adversely affecting the Services or Contractor's ability to perform its obligations under this Agreement.

e. Performance of the Services shall not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party.

f. Contractor has the right to and shall assign to the City and Gunnison County all third-party warranties and indemnities that Contractor receives in connection with any of the Services provided to the City and Gunnison County. To the extent that Contractor is not permitted to assign any warranties or indemnities to the City and Gunnison County, Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of the City and Gunnison County to the extent Contractor is permitted to do so under the terms of the applicable third-party agreements.

17. WHEN RIGHTS AND REMEDIES NOT WAIVED.

In no event shall any action by either party constitute or be construed to be a waiver by the other party of any breach of covenant or default which may then exist on the part of the party alleged to be in breach, and the non-breaching party's action or inaction when any such breach or

default shall exist shall not impair or prejudice any right or remedy available to that party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

18. NO THIRD-PARTY BENEFICIARY.

Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City, Gunnison County or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

19. CONFLICT OF INTEREST.

The signatories to this Agreement aver to their knowledge, no employee of the City or Gunnison County has any personal or beneficial interest whatsoever in the Services. Contractor has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services, and Contractor shall not employ any person having such known interests. The Contractor shall also not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City or Gunnison County. The City or Gunnison County, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

20. FORCE MAJEURE.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of an unforeseeable event outside the control of such party, and not caused by such party's negligence, including war or armed conflict, fire, flood, strike, riot or insurrection, terrorist attack, nuclear, chemical or biological attack, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation; PROVIDED, HOWEVER, the any delay caused by the Covid-19 Pandemic (or Endemic), or any other communicable disease pandemic or endemic, shall NOT be considered a force majeure event. If a force major event occurs, the time for performance shall be extended by mutual agreement of the parties for a period of time as may be reasonably necessary to compensate for such delay, provided that if such performance still cannot be completed within such extended period of time, either party may terminate this Agreement and both parties will be released from any further obligation to the other.

21. NOTICES.

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by certified first class US mail, postage prepaid, addressed as follows:

Gunnison County:	County Manager Gunnison County 200 E. Virginia Gunnison, Colorado 81230 Phone: 970-641-0248
With a copy to:	Board of County Commissioners of the County of Gunnison, Colorado 200 E. Virginia Gunnison, Colorado 81230
City:	City Manager City of Gunnison 201 W. Virginia Ave. PO Box 239 Gunnison, CO 81230
Contractor:	Design Workshop, Inc. 22860 Two Rivers Road Suite 102 Basalt, CO 81621

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

22. GOVERNING LAW.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Jurisdiction and venue for any legal proceedings related to this Agreement shall exclusively lie in the State of Colorado District Court located in Gunnison County, Colorado.

23. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

This Agreement may also be executed by electronic means or signatures. Accordingly, the Agreement, and any other documents requiring a signature hereunder, may be signed electronically

by the City or Gunnison County in the manner specified by the City or Gunnison County. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. For purposes of this Agreement, the term "electronic transmission" means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding text or instant messages.

24. ENTIRE AGREEMENT.

This Agreement comprises the entire agreement between the City, Gunnison County, and Contractor and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No amendment to or modification of this Agreement will be binding unless in writing and signed by an authorized representative of each party.

Notwithstanding anything to the contrary herein, the City or Gunnison County shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the work unless that provision is specifically referenced in this Agreement.

25. RECORDS.

Contractor shall maintain for a minimum of three (3) years, adequate financial and other records for reporting to the City and Gunnison County related to this agreement. Contractor shall be subject to financial audit related to this agreement by federal, state, city or county auditors or their designees. Contractor authorizes such audits and inspections of records related to this agreement during normal business hours, upon forty-eight (48) hours' notice to Contractor. Contractor shall fully cooperate during such audit or inspections.

26. PUBLIC RECORD.

To the extent not prohibited by state or federal law, this Agreement is potentially subject to

public release through the Colorado Open Records Act. The parties further acknowledge and understand that all work product or materials provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above written.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

_____
Deputy Clerk

CITY OF GUNNISON

By: _____
Amanda Wilson, City Manager

CONTRACTOR

By: Jessica Garrow
Its: Jessica Garrow, AICP
Principal, Design Workshop

APPENDIX “A”

SCOPE OF SERVICES

[ATTACH SCOPE OF WORK HERE]



SCOPE OF WORK

Scope of Work

The following narrative describes a comprehensive list of services required for Design Workshop to complete the requested scope of work. While the following scope is organized in a linear manner, some of the tasks may proceed concurrently. The following scope of work is divided into three primary phases:

- Where are we now? Understanding recent planning work.
- Where do we want to be? Defining direction for the future.
- How will we get there? Delivering a vision.

Phase 1: Where Are We Now - Understanding Recent Planning Work

Task 1.1 SKO and Project Initiation

Design Workshop will lead a Strategic Kick-Off (SKO) to ensure a common understanding of the project process and desired outcomes. We will facilitate the discussion to clearly establish the targeted objectives, critical success factors, deliverables, roles and responsibilities of team members, project schedule and quality assurance plan. We will dedicate time to discussing all three deliverables within the requested scope of work to understand overlap and efficiencies across project deliverables and phases.

Deliverables:

- *One 2-hour facilitated SKO meeting with staff.*
- *Project Management tools including roles and responsibilities , schedule, communication methods, risk management, QA/QC schedule.*
- *Meeting agenda, facilitation materials, project draft framework document.*

Task 1.2 Project Management

Design Workshop strives to ensure quality through clear communication and dialogue with our clients. To facilitate efficient communication, we anticipate time for monthly or bi-weekly (every two (2) weeks) virtual progress meetings. The specific schedule will be determined at the SKO described in Task 1.1.

Deliverables:

- *Monthly project progress reports.*
- *Project management meetings (up to eight, one-hour virtual meetings).*

Task 1.3 Past Plans Review

The Design Workshop team will review previous planning documents including the City of Gunnison 2030 Comprehensive Plan and the Subarea Plan (in addition to the 2007 City of Gunnison & Gunnison County Three Mile Plan, City of Gunnison Land Development Code, 2021 Housing Needs Assessment, Gunnison County Land Use Resolution, Gunnison County Board of Commissioners 2019 Strategic Plan, Draft 2024 CDOT Access Control Plan for Highway 50 ad Highway 135, Adopted 2024 CDOT Access Control Plan for Highway 50 and Highway 135, City of Gunnison Infrastructure Plans, and One Valley Roadmap) and recent engagement efforts. We will complete a summary memo of these Past Plans to ensure the Design Workshop team understands the key policy direction. This document will also be used throughout the process to link the Three Mile Plan direction back to these policy documents.

Deliverables:

- *Summary Memo outlining meeting discussion and key goals and themes for the Three Mile Plan document, and necessary action items for updates to Gunnison County Land Use Resolution Amendments, and update to the Intergovernmental Agreement for the City of Gunnison and Gunnison County.*
- *One round of edits is anticipated.*

Task 1.4 Work Session #1

To further refine findings we will meet with staff for a work session and develop of a matrix utilizing the engagement feedback to outline themes and goals for the Three Mile Plan. This will be an opportunity for the Design Workshop team and staff to dive deep on data needs, files, maps, etc. that will help support the development of scoped materials. Staff may choose to include key stakeholders during part of the work session to provide additional and / or key insights for the development of the Three Mile Plan.

Deliverables:

- *One 2-hour facilitated work session focusing on planning documents and previous engagement.*
- *Meeting agenda, facilitation materials.*

Task 1.5 Council and Commission Presentation #1

Based on the SKO and Work Session #1, Design Workshop will work with staff to prepare a presentation that will be shared the City of Gunnison and Gunnison County elected/appointed officials to introduce the project and outline expectations. Design Workshop will attend virtually and facilitate conversation with the support of staff.

Deliverables:

- *One (1) project process update presentation/ report for meetings with the elected/appointed officials in the City of Gunnison and Gunnison County.*

Phase 2: Where Do We Want to Be - Defining Direction For The Future

Task 2.1 Three Mile Plan Development

Design Workshop will utilize information and supporting documents and datapoints garnered through the SKO, Work Session #1 and discussion with decision-makers to draft a plan framework and delineate required exhibits. Design Workshop will share this framework for staff review and comment and will implement feedback to develop a 70% draft Three Mile Plan (formatting in word and questions for staff included). Comments will be provided by City and County reviewers in a comment tracking worksheet that is sent back to Design Workshop and which will be reviewed at during a comment resolution meeting.

Deliverables:

- *Draft framework.*
- *Draft Three Mile Plan maps provided in PDF format (four maps anticipated).*
- *70% draft provided in Word.*
- *Comment tracking worksheet.*
- *Up to two (2) comment resolution meetings (two 1-hour virtual meetings).*

Task 2.2 Gunnison County Land Use Resolution

Design Workshop will work with staff, concurrently to the development of the Three Mile Plan, to highlight areas of the County Land Use Resolution that will require updates. At this time, Design Workshop anticipates this will focus on updates to existing references to the Three Mile Plan and Annexation, including those related to locational and design considerations for Residential Subdivisions and Standards for Non-Residential Development (Section 10), Road System requirements (Section 12), and general Design Standards (Section 13). Design Workshop will provide an initial redlined draft of the Resolution to staff for review with annotated comments for discussion at Work Session #2.

Deliverables:

- *Redlined resolution.*
- *Comment tracking worksheet.*

Task 2.3 Intergovernmental Agreement for the City of Gunnison and Gunnison County

Design Workshop will work with staff, and our subconsultant Devor & Plumhoff LLC, to update the Intergovernmental Agreement for the City of Gunnison and Gunnison County. Design Workshop will provide an initial redlined draft to staff for review with annotated comments for discussion at Work Session #2.

Deliverables:

- *Redlined*

Task 2.4 Work Session #2

The Design Workshop team will review comments on the Three Mile Plan, Land Use Resolution and Intergovernmental Agreement and will facilitate a work session focusing on key changes and updates. Staff may choose to include key stakeholders

Intergovernmental Agreement for the City of Gunnison and Gunnison County.

- *Comment tracking worksheet.*

during part of the work session to provide additional and / or key insights for drafts submittals of these documents.

Deliverables:

- *One 2-hour facilitated work session focusing on comments to the Three Mile Plan and redlines to the Gunnison County Land Use Resolution and the Intergovernmental Agreement for the City of Gunnison and Gunnison County.*
- *Meeting agenda, facilitation materials, meeting record.*

Task 2.5 Council and Commission Presentation #2

Based on Work Session #2, Design Workshop will work with staff to prepare a presentation that will be shared with the elected/appointed officials of City of Gunnison and Gunnison County to provide project updates and solicit feedback on key decision points. Design Workshop will attend virtually and facilitate conversation with the support of staff.

Deliverables:

- *One (1) project process update presentation/ report for meetings with the elected/appointed officials in the City of Gunnison and Gunnison County.*

Phase 3: How Will We Get There - Delivering a Vision

Task 3.1 Draft Three Mile Plan

Design Workshop will create a graphically engaging document to express the community vision and core values for the Three Mile Plan. The Plan will craft 6 to 8 goals and include corresponding objectives, strategies and actions. We anticipate this document will be a highly visual communication tool and include approximately 20-30 pages. We anticipate the Plan might include:

- A one-page Executive Summary.
- Existing Conditions Overview.
- Vision, Values and Goals.
- Land Use Development Patterns.
- Actions and Strategies.
  - Responsible departments/ partners and their roles.
  - Timing and resource allocation.
  - Synthesis of next steps and implementation.

Design Workshop will document all data sources, findings, and recommendations in the form of a written plan document. We will provide a 90% complete draft for review by staff and select stakeholders as appropriate. Comments will be provided by reviewers in a comment tracking worksheet. After conducting a final comment resolution meeting(s), if necessary, Design Workshop will update the draft and deliver a final document.

Deliverables:

- *90% draft document in PDF format.*
- *Refined Three Mile Plan maps in PDF format (four maps anticipated).*
- *Comment tracking worksheet.*
- *Up to two (2) comment resolution meeting x 2 (two 1-hour virtual meetings).*
- *Final Draft document in PDF.*

Task 3.2 Final Draft Gunnison County Land Use Resolution Amendments

Design Workshop will review and incorporate comments from staff and key stakeholders to create a Final Draft of the updated Land Use Resolution delivered as a PDF document.

Deliverables:

- *Final Document in PDF format.*
- *Comment tracking worksheet.*

Task 3.3 Final Draft Intergovernmental Agreement for the City of Gunnison and Gunnison County

Design Workshop will review and incorporate comments from staff and key stakeholders to create a Final Draft of the updated Intergovernmental Agreement for the City of Gunnison and Gunnison County delivered as a PDF document.

Deliverables:

- *Final Document in PDF format.*
- *Comment tracking worksheet.*

Task 3.4 Council and Commission Presentation #3 and Adoption

Based on the 90% Draft of the Three Mile Plan and the Final Drafts of the Land Use Resolution and the Intergovernmental Agreement for the City of Gunnison and Gunnison County, Design Workshop will work with staff to prepare a presentation and talking points that will be shared for adoption.

Design Workshop will attend virtually to present and facilitate conversation with the support of staff.

Deliverables:

- *One (1) Final Plan Presentation and talking points for adoption hearing with the City of Gunnison and Gunnison County.*

Our scope of work assumes the creation of typical Three Mile Plan maps. If additional mapping is desired, this can be completed for an additional service.

Optional Additional Services

In Person Meeting Attendance

Sometimes adoption can take longer than anticipated, or you need additional consultant attendance at a key milestone. If travel is needed to support in-person meetings, we have outlined the add-on service on a per trip basis.

GIS Data Creation

Our scope of work assumes that all GIS data layers that are needed for mapping are available from the City, County, or open data sources. If additional data layer creation is required, Design Workshop staff is able to support this as an additional service. An anticipated fee range is included as an additional service option, but would be specifically scoped at the time of the data request.

Additional GIS Mapping

SCHEDULE



Downtown Ogden Master Plan, Ogden, UT

Schedule

Design Workshop anticipates being able to start the work within a week of being awarded the contract. We understand the desire to complete the project within 6 months of the date of RFP, and have crafted a schedule to meet that timeline, with anticipated completion by March 2024.

Week	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Phase 1: Where Are We Now - Understanding Recent Planning Work																				
Task 1.1 SKO and Project Initiation		○																		
Task 1.2 Project Management		○		○		○		○		○		○		○		○		○		○
Task 1.3 Past Plans Review					X															
Task 1.4 Work Session #1																				
Task 1.5 Council and Commission Presentation #1						○														
Phase 2: Where Do We Want to Be - Defining Direction For The Future																				
Task 2.1 Three Mile Plan Development							X				X									
Task 2.2 Gunnison County Land Use Resolution											X									
Task 2.3 Intergovernmental Agreement for the City of Gunnison and Gunnison County											X									
Task 2.4 Work Session #2												○								
Task 2.5 Council and Commission Presentation													○							
Phase 3: How Will We Get There - Delivering a Vision																				
Task 3.1 Draft Three Mile Plan																		X		
Task 3.2 Final Draft Gunnison County Land Use Resolution Amendments																		X		
Task 3.3 Final Draft Intergovernmental Agreement for the City of Gunnison and Gunnison County																		X		
Task 3.4 Council and Commission Presentation #3 and Adoption																				○

○ **Meetings**

X Deliverables



RATE SCHEDULE & COST PROPOSAL

Gunnison Airport Master Plan, Gunnison, CO

Rate Schedule

Team Member	Hourly Rate
Jessica Garrow	$250
Reilly Thimons	$175
Jennifer Pintar	$110
Ashley McKnight	$110
Alexandra Pollock	$110
Bo James Nerlin	$275

Cost Proposal

Phase	Fee
Phase 1: Where Are We Now - Understanding Recent Planning Work	$18,390
Task 1.1 SKO and Project Initiation	$3,340
Task 1.2 Project Management	$4,100
Task 1.3 Past Plans Review	$4,690
Task 1.4 Work Session #1	$3,460
Task 1.5 Council and Commission Presentation #1	$2,800
Phase 2: Where Do We Want to Be - Defining Direction For the Future	$30,565
Task 2.1 Three Mile Plan Development	$14,000
Task 2.2 Gunnison County Land Use Resolution	$5,150
Task 2.3 Intergovernmental Agreement for the City of Gunnison and Gunnison County	$5,815
Task 2.4 Work Session #2	$2,360
Task 2.5 Council and Commission Presentation	$3,240
Phase 3: How Will We Get There - Delivering a Vision	$20,020
Task 3.1 Draft Three Mile Plan	$6,290
Task 3.2 Final Draft Gunnison County Land Use Resolution Amendments	$6,660
Task 3.3 Final Draft Intergovernmental Agreement for the City of Gunnison and Gunnison County	$2,350
Task 3.4 Council and Commission Presentation #3 and Adoption	$4,720
Total Labor Fee	**$68,975**
Estimated Reimbursable Expenses	$1,025
Total Fee	**$70,000**

Optional Additional Services	
In Person Meeting Travel Costs (1 day)	$2,500
Additional Mapping (per map)	$500 - $1,500
Creation of GIS Data Layers	$500 - $1,500

Fee By Consultant	
Design Workshop	$63,475
Devor & Plumhoff	$5,500
Reimbursables	$1,025
Total Fee	**$70,000**

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Application Approval; Colorado Department of

Action Requested: Other CBCAP Application Approval

Parties to the Agreement: Colorado Department of Early Childhood

Term Begins: Upon execution **Term Ends:** **Grant Contract #:**

Summary:

HHS would like to apply to CDEC Community Based Child Abuse Prevention Implementation Funding for $75,000.

Fiscal Impact:

Submitted by: Margaret Wacker **Submitter's Email Address:** mwacker@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 3/13/2024

County Attorney Review: (●) Required ( ) Not Required

Comments:
Not spotting legal issues. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 3/15/2024 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/15/2024

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 3/19/2024

Revised April 2015

COLORADO
Department of Early Childhood

Attachment A
RFA QAAA 2024000068 Community Based Child Abuse Prevention (CBCAP) Implementation Sites

Attestation Regarding Mandatory Criteria

1. My local 2021-2023 Child Maltreatment Prevention (CMP) Plan was developed using the Colorado Child Maltreatment Prevention Framework for Action and in partnership with the local county Human Services/Child Welfare office. **The CMP Plan is attached to this Application**. CMP Plans updated before 2021 will be not accepted.

2. The strategy or strategies for which I am seeking funding to implement are identified in the CMP Plan.

3. My application is from the local county human services department and therefore includes a letter of support from the local county human services department endorsing the implementation of the CMP Plan and its strategy(ies). **The Letter of Support is attached to this Application.** NOTE: Letters of support on behalf of the local county human services department will not be accepted.

4. If my agency has received CBCAP Implementation funding in the past, the strategy proposed in this application is different from the strategies previously funded.

I certify the above is true.

Signature

Margaret Wacker, Community Health Manager
Printed Name and Title

3/14/24
Date

Attachment B – Request for Application

RFA 2024000068 Community Based Child Abuse Implementation Sites

A. Please indicate which best describes you as an applicant:

☐Non-profit Organization
X County agency
☐ Family Resource Center

B. Please indicate which of the following channels for change you are applying for funding in:

X Strategies for Individualized Services
☐ Strategies for Organizational and Practice Change
X Strategies for Agency Collaboration and Community Capacity Building
☐ Strategies for Policy Reforms

C. Please indicate which of the following overarching outcomes will be achieved:

X Child Well-Being and Achievement
X Caregiver Well-Being and Achievement
X Consistent High-Quality Caregiving
☐ Safe and Supportive Neighborhoods

D. Agency Expertise and Experience·

Please respond to each section below: Please do not leave any question blank by using N/A.

1) Introduce the provider agency and geographic region to be served included in the proposed site collaboration.

Gunnison County Department of Health and Human Services (DHHS) serves as a single point of entry for providing comprehensive, intensive, integrated, and collaborative state and community-based services to vulnerable families, individuals, children, and youth.

Gunnison County is located in south central Colorado with a population of 17,462. Approximately one half of Gunnison county residents are between the ages of 0 and 35 (Gunnison Valley Health, 2019). In addition, Gunnison County is growing rapidly. (Census.gov) From 2010 to 2018, the overall population of the county has grown 12.5%, further increasing the demand on the existing limited resources of this rural community. Gunnison County Census data reports 87.1% of residents identifying White alone, 2.6% identifying as American Indian/Native Alaskans, and 1.9% identifying as 2 or more races. This City of Gunnison's rate of growth in Hispanic population is in line with diversity growth across the rural United States (Census.gov).

2) Describe the provider agency's service array and the population(s) currently being served.

Gunnison County DHHS provides a variety of services to children and families in Gunnison and Hinsdale Counties including rent assistance, low income energy assistance, universal preschool support, Colorado Child Care Assistance Program, support with applying for Medicaid and CHP+, a diaper program, Family support and Parent Education programs including Nurse Family Partnership, Women, Infants and Children and many other State and community-based family support services. Gunnison County DHHS serves all individuals in Gunnison and Hinsdale Counties in Colorado.

3) Provide a community profile that describes the impact of risk factors as they relate to parents and caregivers in the proposed target geographic service area. Please indicate the date range in which this information was gathered.

According to the Gunnison County Behavioral Health Needs Assessment (BHNA) conducted by Gunnison County Juvenile Services in 2021 "a significant segment of the county's population does not have the resources to afford basic needs and that they remain at this standard of living. When individuals cannot afford adequate housing, child care, nutrition, or health care, they will suffer stress and their behavioral health will decline." The study went on to estimate that 30 to 45 percent of the county's population are living below the Self-Sufficiency Standard. The assessment found that "the cost of childcare is extremely burdensome on families in Gunnison County. Gunnison County's prevalence of Adverse Childhood Experiences (ACEs) include physical abuse, neglect, sexual abuse, emotional abuse and parental mental health/substance use disorder (SUD). The most frequent ACE is neglect, which spiked between January and March of 2020 and continues to hover around the same rate. The desired result of the funding is to ensure youth and families have timely access to a continuum of prevention services embedded in early childhood programs, the school and in the community.

In the fall of 2023 Gunnison County's child maltreatment prevention planning team administered the standard CBCAP assessment. The assessment contains 80 items in 9 question sets. Respondents were asked a variety of questions around community resources, their views on the community, giving and receiving help, family interactions, and parenting. The results demonstrated a need for outreach around family resources as very few families expressed knowing of or accessing resources that exist specifically for families and parents. Results also demonstrated the child care needs are high in our community. 70% of respondents either disagreed or strongly disagreed that they can find help with childcare in the community when they need it. In the 2022 Community Health Needs Assessment conducted by Gunnison Valley Health Access to childcare was identified as the #9 priority with 233 respondents identifying it as being extremely important to address in the community.

4) Explain how and when your agency completed a community planning and needs assessment and a child maltreatment prevention plan, and who was involved in each process. If the community needs assessment or CMP is older than 5 years, please explain how these plans have been updated and how often. Share a copy of these plans as attachments.

Our agency completed a child maltreatment prevention plan in January of 2024, a process that began in August 2023. Several key stakeholders were involved in the process including:

- Gunnison County Juvenile Services
- Gunnison Hinsdale Early Childhood Council (GHECC)
- Child Welfare
- Gunnison County Department of Health and Human Services (DHHS)
- Gunnison County Family Advocacy and Support Team (FAST)
- Local Enforcement
- Gunnison Watershed School District
- One Faith-Based Organization
- Project Hope of the Gunnison Valley
- Gunnison Valley Health
- Gunnison Valley Mentors
- One local pediatrician

The process included four 3-hour long meetings with all of the listed key stakeholders to identify areas of focus as well as the administration of a parent and caregiver survey distributed in September of 2024. Parent focus groups were also conducted in the fall of 2024.

5) Explain how the services being applied for in your community do not duplicate other services offered in your community. If other programs already exist, describe how CBCAP funding is still a needed service that will be utilized in the community and how it will be integrated with other community-based programs, policies, practices, and approaches addressing the same or similar need. Applicants should reference how the proposed strategy fits into the community's continuum of services, if it fills an identified gap in services, and/or works to eliminate barriers to a family's ability to access services. Provide information that proposed services will not result in duplication or like services in community or region.

<u>Home Visiting</u>

- Home Visiting was identified as a priority area in our community's CMP plan. Discussion around Parents as Teachers implementation began 4 years ago when a group of community stakeholders (Gunnison County DHHS, Juvenile Services, Child Welfare, and Gunnison Valley Health Family Birth Center) met to discuss gaps in serving families. All stakeholders agreed that a home visitation program was a critical need in the community. Our organization does offer Nurse-Family Partnership (NFP), however NFP can be limiting in the families that are eligible. It was important to the group to find a home visitation program that would allow our organization cast a wider net of support for all families in the perinatal period and beyond. This group of stakeholders believed working as far upstream as possible is the key to preventing substance use in the home, maternal depression/anxiety, and decrease a child's ACE scores. There have since been some leadership changes and evolutions in each department which has allowed the

ability for our program to go-live and start serving families. In late 2021 Parents as Teachers training began and Parents began receiving services in April of 2023. CBCAP funding would allow this program to expand its reach by providing funding for an English-speaking facilitator to work with families in our community. Currently the program is only serving a limited number of Spanish speaking families.

Parenting Education

- Love and Logic is a parenting education class that was offered in our community in the past, but has not been offered for the last few years due to lack of funding. CBCAP funding would allow the Love and Logic classes to once again be available to parents in the community. Love and Logic along with Parents as Teachers are two important parenting education programs that must continue to be offered to families in our community.

- Our organization has recently partnered with the School District, FAST, Private Therapists, and the GHECC to offer monthly eat, chart, learn parenting series that will cover a variety of topics including developing a strong relationship between the school and families, sensory processing, safety/technology, parenting styles and tools, child development, and helping children cope with stress and anxiety. This series was developed to offer parent education to all families without the commitment of a weekly class.

Expanding Affordable Year-Round Child Care

Increasing access to licensed child care and summer child care is another priority selected through the CMP planning process. Access to licensed child care has been an issue in our area for a number of years. The lack of affordable, quality child care has continued to be an issue for many families with young children in our community. Our organization continues to hear from families on a weekly basis that are struggling to find affordable full day care for their children ages 0-5 and others who are having difficulty finding after-school and summer care for their school aged children. Over the last 10 years as we have seen 9 of our licensed family child care homes close resulting in a loss of 60 child care slots. Unfortunately, in our community the waiting lists for care, especially infant and toddler care are alarmingly long. With some families waiting for 2 or more years to access a spot in a licensed facility. This situation makes it difficult for parents to work to provide for their family leading to difficulty in affording housing, food and other basic necessities. The Gunnison Hinsdale Early Childhood Council which is housed under our organization has been working for many years to increase access to child care slots. A recent focus has been placed on providing educational opportunities to Family, Friend, and Neighbor caregivers as well as supporting FFN's in providing safe, quality environments and walking them through the child care licensing process should they choose to become a licensed provider. In past parent surveys 50% of respondents said they use an FFN provider for their child care needs. According to the 2021 US Census data 11.3% of the children under the age of 5 live below 100% federal poverty level in Gunnison County. We know that the self-sufficiency standard for a family living in the Counties that we serve is far above 100% FPL. Realistically there are far more families that experience intense economic hardship. One alarming statistic that we found for our area is that for children under 5 living in families with a female householder and no spouse present 60.4% of these households are below

the poverty level. Access to affordable, quality child care could be life-changing for these families. The requested CBCAP funding will help to build on the initiatives already taking place to address the need for greater access to safe and quality care by supporting the positions that work specifically on this effort. In addition to the work to increase access to child care slots a new focus will be placed on increasing access to summer child care programs.

Another proposed service is assistance with tuition for crisis or respite care. At this time low-income families facing a crisis and in need of emergency child care, respite care, or families who are unable to pay their monthly tuition at a child care site due to an illness, family crisis, or other extenuating circumstance have limited resources for support. Our organization would like to hold a small amount of funding for these situations to support families in securing child care which we feel is an essential resource for families that helps to reduce incidents of child maltreatment.

6) Provide a description of prior experience providing related services. Describe how previous experience provides evidence of the capacity to successfully achieve the expected outcomes. Please describe the reason or expertise in working with the specific service category(ies) for which you are applying.

Our organization has been providing home visiting, parenting education and working to support child care access for many years. The individuals assigned to the tasks outline in this application have many years of experience working alongside community partners to address the needs of families and children.

7) Describe the organizational structure and how the organization will manage this project. If applicable, indicate key personnel who will be assigned to the program and describe the experience of each. Include any relevant education and/or certifications that organization employees have obtained. Indicate how these staff will be supervised.

Gunnison County Department of Health and Human Services will hold the grant funding and complete all reporting requirements. Our Clinical Nurse Manager will oversee Parents as Teachers and Love and Logic programs. Providing guidance and support to all facilitators of the two programs. The Clinical Nurse Manager has extensive experience working with families having formerly managed Gunnison County's Nurse-Family Partnership program from 2015-2017, later serving as the Birth Center Director for Gunnison Valley Health. She recently returned to Gunnison County DHHS to serve as the Clinical Nurse Manager.

Our Early Childhood Services Supervisor will help guide targeted efforts to increase child care slots in the community through workforce supports, FFN outreach and licensing support, and helping to regularly convene community programs that provide after-school and summer child care in order to develop a better structure of after-school and summer care that is supportive of more families with an emphasis on low-income, under resourced families. The Early Childhood Services Supervisor holds a Masters in

Early Childhood Education and has been with Gunnison County DHHS since 2011. Helping manage initiatives of the Gunnison Hinsdale Early Childhood Council since 2014.

Both the Clinical Nurse Manager and the Early Childhood Services Supervisor will be responsible for convening community partners on a quarterly basis to assess progress working towards the objectives outlined in the CMP plan and ensure strong community collaboration.

The Early Childhood Resource Navigator will do outreach and collaborate with community partners to plan for more expansive summer child care opportunities. Helping to build programming that allows for more hours of care than what is currently offered as well as assisting community partners in finding qualified staff to run the summer programs. The position will also be responsible for outreach to existing FFN caregivers around professional development opportunities and guidance through the licensing process to help grow the number of licensed child care slots in our County. The Early Childhood Resource Navigator has been in our community for many years serving as the family and youth services coordinator at the Gunnison County Library for 15 years, as a large child care center Director from 2020-2022, and recently joining our team in December 2022.

The Behavioral Health Navigator position will assist families in accessing different services offered throughout the community as well as support our team with interpretation and translation services. This position will also focus on outreach to the community's Spanish speaking FFN providers connecting them to the Gunnison Hinsdale Early Childhood Council's FFN training program and other resources. Specific support around the child care licensing process will also be provided to FFN providers that are interested in becoming licensed child care providers. The Behavioral Health Navigator has been working with our organization since 2019 providing comprehensive support to families in the community. She is passionate about her work and creating maintaining meaningful connections with families and encouraging their growth and involvement in the community.

8) If applicable, discuss plans for obtaining qualified staff and how these positions will be supervised.

At this time the Parents as Teachers program is only able to serve Spanish Speaking families. A portion of the requested funding will be used to fund an English speaking or bi-lingual PAT facilitator to begin offering the program to English speaking families. This position will be supervised by the Clinical Program Manager. A job announcement for this position will be posted under Gunnison County and all qualified applicants will go through the County's normal hiring process.

A job announcement will also be posted for the Love and Logic Facilitator contracted work in which at least 2 Love and Logic classes will be offered on an annual basis, one in Spanish and one in English.

9) Provide an explanation of the organization's commitment to be responsive to a family's cultural

considerations.

Our organization is committed to ensuring that every single client feels respected, represented, supported and comfortable in their interactions with our staff. We strive to provide culturally competent and responsive services, fostering an inclusive culture that is accepting and supportive of others allowing them to feel at home in their interactions with our department. Through our collaborative process, Gunnison County has identified that to serve our community equitably more professional staff that represent the culture and language of our Latino/a population is needed We currently have bi-lingual behavioral health navigators to serve our community equitably; this proposal will include at least two bilingual Love and Logic facilitators and funding to help support one of the bilingual health navigator's work.

E. Community Partnership & Collaboration

1) Describe collaborative relationships with strategic partners in the community and how they will contribute to the CBCAP program's success. It is mandatory to include your local county Human Services department.

Gunnison County HHS enjoys strong partnerships with many family serving agencies in Gunnison County. Our department has been successful in working collectively with community partners to serve families and children. Working closely with Juvenile Services which is also housed under Gunnison County, the school district, local early childhood care and education providers, Women Infant and Children Program, Nurse Family Partnership, the local library, Mothers of Preschoolers (MOPS), Lighthouse Pregnancy Center, Project Hope, Gunnison Valley Health Foundation, Gunnison Valley Health's OB Department and Pediatric Therapy Center, Axis Health, and law enforcement. Through continued communication and collaboration with these organizations we expect to make great strides towards accomplishing the goals outlined in our CMP plan. Key community stakeholders helped to inform the gaps analysis and needs assessment to create a strategic plan for a continuum of prevention services. The community-driven process has informed our current programs and services as well as the proposed expansion and creation of additional services. The stakeholders involved in the CMP planning process will continue to oversee this work assuring shared accountability, equitable participation of community members, and continue to support a data driven and community-informed process.

2) Describe new opportunities and plans to develop and expand partners in the proposed community.

Our organization is always looking for more ways to engage members of the faith community, community partners offering after-school and summer child care programs, and parents. Through this important work we plan to do targeted outreach to parents, faith leaders, and summer child care program partners to assist us in achieving the objectives identified in our CMP plan.

F. Program Design.

For Questions 1 to 7, if any of your selected strategies are direct service, please describe the services to

be provided. If not applicable, please mark N/A

1) Please identify the selected Channel for Change per strategy

Strategy 1- Channel for Change – Individualized Services - Home Visiting and Parent Education & Support

- Parents as Teachers
- Love and Logic
- Monthly Parent Education Workshops
- Crisis and Respite Care

2) If there are multiple strategies in your CMP plan, please describe why you prioritized the specific strateg(ies) you chose for implementation funding.

Home visiting and parent education was prioritized by the planning team because of the extreme need for individualized parenting supports in the community. Home visiting, parent education workshops, classes and direct support have been an identified need for the past three years as parenting programs that were previously available in our community have not had capacity to be offered since COVID. Lack of parent engagement and knowledge of development have been identified in all community surveys, assessments and qualitative data interviews.

3) Describe what evidence base or innovative practice will be used and how they are connected to child maltreatment prevention.

Parents as Teachers is an evidence-based program that has been proven to decrease the likelihood of child maltreatment substantiations by helping parents improve their parenting knowledge and skills. The program also helps parents gain a better understanding of child development, promotes children's language and literacy, help parents become more involved in their child's schooling, and detect potential developmental delays early in their child's life. One component of being an affiliate for Parents as Teachers is having a Community Advisory Board. This is a multidisciplinary committee that includes members from the community. This board meets quarterly, and discuss data found in the program, and data found from community surveys that involve parental and child support to assure our program is running well and is helping fill community gaps where it is appropriate. This collaboration helps to ensure that key community stakeholders have a good understanding of the program and the impact it has on families. The model also allows for rich conversations around other potential supports that might be of value to parents in the community. (https://parentsasteachers.org/wp-content/uploads/2022/08/Home_Visiting_Model.pdf, Pg. 4)

Love and Logic although not extensively researched it is a parenting education program that has been helpful for many families. One study conducted in 2006 observed that "those completing Love and Logic parenting classes reported dramatic and statistically significant reductions in parenting stress and behavior problems from pre-test to post." (Fay, 2006. Pg. 2.

https://cdn.shopify.com/s/files/1/0081/4386/3885/files/Curricula-Research.pdf?8281) In our community the Love and Logic classes are well loved by many families. Beyond the parenting skills that are taught during the course the class gives parents the opportunity to connect with other parents in the community that are likely experiencing the same or similar parenting challenges. This allows parents to connect with one another, building more natural support systems in the community.

The monthly parent education workshops were developed by a group of community stakeholders that saw a need for more targeted parent education around certain topics. The workshops will be offered in the community in partnership with the local school district, private therapists, and Axis Behavioral Health. Workshop sessions will cover "hot topics" in parenting such as technology use, setting boundaries, understanding child development, sensory processing, and other topics that parents express interest in learning more about. The workshops were designed as a way to support parents without the requirement of committing to a 6-8 week parenting course or in-home parent visitation program both of which are limited on the number of parents that can be part of those programs at one time.

Funding to support crisis and respite care is included in our request. At this time there is a limited amount of funding available to support families experiencing challenges with tuition support for child care. We are requesting a small amount of funding to support families in unique situations where respite or crisis care is a need, but they do not have the financial resources to cover the cost. The Early Childhood Resource Navigator and Behavioral Health Navigator will work with individuals families in need of this support to appropriately utilize this resource and connect them to other resources that our department or community partners might have available.

4) Describe the target population for the services.

The target population for the Parents as Teachers program is parents with children ages 0-5.
The target population for Love and Logic Courses is parents with children ages 0-8.
The target population for the Parenting Workshops is parents with children ages 0-11.

5) Describe outreach activities to special populations and Cultural Competence Efforts.

Our team will be responsible for all outreach activities. All materials and promotional messaging will be translated and all parenting programs will be available in English and Spanish. The behavioral health navigator will also do direct outreach to families through phone calls or in-person meetings for those that don't have access to email or our social media pages.

6) Describe how you will address geographic, language, and limited resources (transportation) barriers to providing services.

Our organization has been working with families in our remote mountain communities for many years. We have made it a priority to hire on more staff members that represent the culture and language of our Latino/a population. Transportation is always somewhat difficult for families in our community. Luckily we do have a public bus system that travels throughout Gunnison area and into Crested Butte regularly throughout the day. Any classes or workshops that are offered will be at central locations that are within easy walking distance from area bus stops. Parents as Teachers facilitators will have the ability to utilize our Department vehicles to travel to clients' homes.

7) Describe how you will strengthen protective factors with the families you serve.

Parental resilience- seeking out connections, educating oneself on parenting skills, taking time for self care, supporting and encouraging goal setting

Social connections – The parenting programs listed above will provide parents with many opportunities to connect with other parents and professionals in the community. Through the Parents as Teachers program parents develop a strong connecting to their parent facilitator due to the frequency of meetings with the facilitator and the longevity of the program.

Concrete support in times of need- parents will be connected to a number of resources and supports when involved with any of the parenting programs listed above. Through the relationships that are fostered in these programs many parents will have more supports in the community than they might have if they were otherwise not involved in the programs.

Knowledge of parenting and child development – All of the parenting programs will support parents in acquiring new positive parenting skills and having a better understanding of child development.

Social and emotional competence of children- by developing a better understanding of child development and positive behavior management parents will have the tools they need to support the social and emotional competence of their children.

For Questions 8 to 10, if any of your selected strategies include systems or policy-level change, please describe the services to be provided. If not applicable, please mark N/A

8) Identify the selected Channel for Change strategy.

The planning team selected expanding access to child care, after-school and summer care as a channel for change strategy.

9) If there are multiple strategies in your CMP plan, please describe why you prioritized the specific strateg(ies) you chose for implementation funding.

This strategy was prioritized during the CMP planning meetings as all of the community partners agreed

that limited access to child care, specifically infant/toddler, afterschool, and summer programming is an issue that our community has been facing for many years. The planning team felt that the lack of access to affordable, quality child care causes more stress and financial hardships on families and is a large contributor to child maltreatment.

10) Please provide information on social norms, organizational capacity, alliances, policy, or changes in impact you anticipate from your selected strateg(ies).

Our organization in partnership with the Gunnison Hinsdale Early Childhood Council plans to continue to raise awareness around the importance of the early childhood workforce and our communities increasing need for greater child care access with an emphasis on infant/toddler, after-school and summer care programming. One of the key factors that we plan to focus on is early childhood workforce recruitment and retention as well as stronger partnerships and collaboration with organizations that currently offer or have the potential to offer after-school and summer care for school-aged children.

In the near future our community is facing a significant loss of child care slots due to the upcoming retirement of more of the community's family child care home providers. These providers have been offering child care for 30+ years and are at the age of retirement. In recent years our organization began to prioritize FFN outreach and support in an effort to better understand FFN provider's training needs and gauge their interest in becoming licensed family child care home providers. Many of the FFN providers that we have engaged over the last two years are extremely interested in becoming licensed with some currently working towards licensure. We plan to continue to support them in obtaining the trainings and resources necessary for licensure while also supporting them through the licensing process. We expect that in the next one to two years there will be at least 3 new licensed family child care home providers. Many of the FFN providers that have engaged with our organization are Spanish speaking. We have been so thrilled to work with this group of FFN providers to support them in providing safe, quality care for families in the community.

Summer care for school-aged children in Gunnison County has been a struggle for many families to secure for a number of years. Our local school district does offer a summer experience program that provides families with school aged children 6 weeks of half-day care. Three 4-day weeks in June and three 4-day weeks in July where children are cared for from 8:30-11:30 each day. This is an affordable (only $25 for the entire summer) option for families in the community, but leaves them to finding afternoon care options and child care for the other 6 weeks of the summer when this option is not available to them. Some community organizations such as Mountain Roots, the Gunnison Rec Center, Western Colorado University, other recreation-based organizations have developed programming to help fill the gaps in child care. However, all of this programming fills up quickly with many families being placed on waiting lists and unable to access the programs due to a limited number of slots. Summer programming can also be very expensive for families with some programs charging $250 per 4-day week. For low-income families or families with multiple children needing care it is almost impossible to afford.

When developing our community's child maltreatment prevention plan all of the participants involved in the planning process agreed that summer care needed to be addressed in our community. In the upcoming year we plan to bring together all of the organizations that offer summer care programming to better coordinate efforts, discuss opportunities for expansion, develop trainings for the summer child care workforce, and explore opportunities for tuition support for families. A portion of the funding we are requesting will go directly to the Western Colorado University's Junior Mountaineer summer program to subsidize the cost of care and allow them to offer more families in the community a discounted rate. At this time this is the only summer program that offers full days of care for the majority of the summer. In 2023 the program started to accept children on the Colorado Child Care Assistance program (CCCAP), but there is still a need for tuition assistance for families that are unable to qualify for CCCAP. We expect that our efforts to better coordinate summer child care options will increase the number of summer child care programs for school-aged children while also making them more affordable for families.

All Applicants provide answers to Questions 11 to 20.

11) Describe parent leadership and involvement in planning, implementation, and evaluation of your identified strateg(ies).

Parental/Caregiver voice was an important component of creating the new Gunnison County Child Maltreatment Prevention Plan. Data was collected through both a parent survey and direct outreach to Spanish speaking parents. This data showed that parents would like more individualized parental support, as well as concrete support in times of need. Additionally, parent representatives were sought out as part of the leadership group who formed the planning team. As we go into implementation this leadership team will continue to recruit parents, seek input of parents, and inform parents of the new resources. Finally, evaluation will include both data from parents/caregivers, and the data will be shared back with parents through community meetings and media coverage.

12) How do you plan to deliver the selected programs and/or services in a way that is responsive to any diversity and languages spoken in your community?

The selected programs will be offered in both Spanish and English. Our community has been actively developing more Spanish language programs and positions over the past several years and this workforce development will continue with the additional parent support programs developed through the new CMP plan. Staff are encouraged to meet families where they are and in ways they need. This means offering flexibility in schedules so that work can occur after 5pm and on weekends. Being family-friendly and developing policies to support that value has been a priority to Gunnison County as an organization over the past several years.

13) Describe the leadership group. The core team must pull together a leadership group that is multi-disciplinary and has some new partners including participation from county human services,

county public health, parent leaders, and workforce development/business community. Most communities also include the early childhood council, and any family resource centers.

The leadership group includes representatives from Gunnison County Health and Human Services, which includes both county human services and the local public health agency programs. This means that the group includes Child Welfare, the Gunnison Hinsdale Early Childhood Council, Colorado Child Care Assistance Program (CCCAP), Family Planning, Immunizations, Community Health Workers, and the Multicultural Resource Services that services Spanish speakers. The leadership group also includes Gunnison County Juvenile Services, which includes the Collaborative Management Program, Family Advocacy and Support Program, Juvenile Diversion, the Gunnison Substance Abuse Prevention Project coalition, and the GRASP coalition, that focuses on substance abuse prevention. Additional organizations include the local behavioral health organization, Axis Health, local law enforcement and victims advocacy. Non-profits and faith-based organizations, such as a local domestic violence non-profit, are also included. Several of the representatives of these organizations are parents of young children, however more parent leaders from the community will be recruited to participate to strengthen that parental voice. New partners will be the potential providers or stakeholders working on increasing access to summer child care, such as Western, GVH, and the workforce development/business community.

14) Describe in detail how the applicant will work with diverse populations within the community and how representatives from various cultures will be represented within the identified strateg(ies).

There are several diverse populations within the community to be considered. First is our Spanish speaking population. Our organization and community has been focused on this group in terms of building up programs and workforce to meet their needs. Currently we have hired a Spanish language Parents as Teachers coordinator who has been building that program over the past several months. We have also hired Community Health Workers/Health Navigators, who work both at Health and Human Services and at the school district, helping to do outreach and referral for Spanish speaking families. We will continue to build this with these programs, including a Spanish Love and Logic providers, and increasing the cross-sector collaboration through the work of this plan and other existing community-based plans. Another population is low-income and/or drug misusing parents who are English speaking. This group has been hard to reach and engage with. Efforts to work with this population will be based on some of the successful work of the GRASP coalition to engage with people with lived experience. Recruiting a parent leader with lived behavioral health experience will be very important as we build parenting support programs such as group parenting classes and Parents As Teachers, and hiring for those positions who will be able to work successfully with these populations.

15) Describe how you will inform the community of the strateg(ies) selected through CBCAP.
We will use several methods for informing the community. 1) Asking for information to be shared through school news that goes home to parents 2) Through updates provides at existing coalitions and groups, such as the Gunnison Hinsdale Early Childhood Council, the GCSAPP, and GRASP coalition, and

the Health Coalition. 3) Social media will be used, as well as fliers posted throughout the community. 4) through direct outreach using our Community Health Workers/Health Navigators.

16) Describe how the strateg(ies) will provide outreach and engagement of families.

We have included staff time to provide outreach and engagement of families. We have good success, especially with Spanish speaking families of doing direct outreach, through WhatsApp. We also will put new efforts into outreaching to English speaking families and develop the relationships to do that better. Providing direct parental supports, such as child care, diapers, rent and food assistance will help engage families directly.

17) Please describe your understanding of the 5 protective factors: If you are embedding it in your current work, and how you will integrate it in your proposed strategy or strategies identified in this proposal.

A) Parental Resilience is the ability to recover from difficult life experiences and often be strengthened by them. We plan to integrant this into our strategies, especially through the individual parent supports of Parents As Teachers, and the group parenting class Love and Logic. This belief in the strength of parents ability to overcome difficulties is embedded in those programs.
B) Social Connections are the positive relationships that provide emotional, information, instrumental, and spiritual support. This protective factor will be built up in our community both through the Love and Logic group parenting education, the monthly events, but also through the work of the Health Navigator and Family Resource Navigator. Our rural community relies heavily on word of mouth, and connecting parents who might be isolated, especially in the first couple of years of a child's life is an important part of our work. Our organization, in collaboration with the hospital has been connecting parents to parenting support groups, called Mamas Café in English and Spanish. Our Child Maltreatment prevention plan continues to see these social connections as incredibly important in our community.
C) Knowledge of Parenting and Child Development gives parents the tools and strategies to support the whole child. This protective factor was identified as one to work on here and is part of both the individualized parent support, as well as the monthly and group parenting work. Home visitors will provide information on child development, one-on-one, but also that information is embedded into the monthly parenting education events.
D) Concrete Support in Times of Need. This protective factor is incredibly important. Our community is struggling with supports, such as housing, high cost of living, and child care. Our Health Navigators play a vital role in connecting families to concrete supports. In addition, this project would increase concrete supports by providing respite child care to families in need, as well as help improved child care access in the summer and throughout the year with the Family Friend and Neighbor program work. Other programs have also increased this type of support,

for instance through Juvenile Services concrete supports during recovery. Our community is coming together to offer these types of supports, which can mean a big difference to families, as well as increase our ability to engage families with other protective factor efforts.

18. Please describe your understanding of the 2-generation approach: If you are embedding it in your current work, and how you will integrate it in your proposed strategy or strategies identified in this proposal.

We are integrating the 2-generation approach into our project. The 2Gen approach is a family-centered approach that includes addressing needs and opportunities for both children and parents to reach their full potential. It also has some key parts, such as measuring outcomes for both, including caregiver voice, addressing equity, innovating together, and aligning systems. Our community has been growing towards fully 2-generation approaches through coalition/community-based efforts already, including the GHECC work with Spanish speaking parents and caregivers, the FAST/CMP work with the school, GCSAPP with its' youth focus, GRASP with its' successful work with people with lived experience and the Health Coalition with its' focus on aligning efforts and action work addressing the basic needs and behavioral health needs of the workforce of Gunnison County. This new Child Maltreatment Leadership team has the opportunity to build on those efforts, as well as take the work to the next level and involve parents who are Spanish speaking immigrants and/or parents with lived experience in the planning process for future efforts and program implementation.

19.Describe involvement in planned activities for child abuse prevention month and ongoing public awareness activities.

Gunnison County Health and Human Services Child Welfare team plans community awareness efforts each year for child abuse prevention month. Our Early Childhood Council also does promotion. We will plan to support and amplify the work of these partners. Ongoing public awareness activities will include the promotion of monthly parenting workshops and new efforts to advertise parent support and individual navigation services.

20. Describe your commitment to Equity, Diversity, and Inclusion work and how you will integrate it in your selected strateg(ies).

Gunnison County as an overall organization has identified EDI as part of its strategic plan and plans to develop an organization-wide team to create a responsive strategic plan over the next year. At the department level both Health and Human Services and Juvenile Services have been working on equity for many years. Both departments have health equity teams and equity written into the current work and projects. We plan to integrate equity into these strategies both in through hiring staff with lived experience, involving parents in implementation and monitoring for quality improvement, and through ongoing community wide work to address equity through concrete supports to individuals, all the way

up to organizational level changes and policies.

21. Outcomes & Performance Measures.

For Questions 1 to 5, if any of your selected strategies are direct service. If not applicable, please mark N/A

a. Detail the intended outcomes of direct service strategies.
The intended outcomes of the direct services strategies that we have chosen are as follows:

We expect to see a 50% increase in the number of adults participating in Parents as Teachers.
We also expect to see a 25% increase in the number of parents that attend monthly parenting workshops offered in partnership with other family serving agencies is expected.

b. Provide the unduplicated number of parents, children, and families the applicant is proposing to serve within each CBCAP strategy noting and including any families with caregiver or children with disabilities. Describe in detail how the applicant identified this number and provide supporting data when relevant.

Home Visiting
Parents As Teachers – With the addition of an English speaking facilitator we expect to serve a total of 10 families. This number was identified as the maximum number of families the PAT program can support with the current and proposed staffing for the program.

Parent Education
Love and Logic – We expect to serve a maximum of 15 parents for each Love and Logic course offered through the year. Annual we expect to offer 2 courses serving a maximum of 30 parents. In the past Love and Logic courses were limited to 8 parents at one time and often the course would have long waiting lists of parents interested in attending but unable to enroll due to the class being capped at such a low number. We plan to enroll a maximum of 15 parents in each course session and expect to reach that maximum each time the course is offered.

Parenting Workshops – in each monthly Parenting workshop we expect to have at 10 or more parents attend each workshop. We estimate that annually 80 parents will attend at least one workshop throughout the year. Workshops will be offered monthly from October to May of each year. This number was estimated based on attendance at past parenting events that were held in previous years. The number of participants varied between 5-8 to 39 attending our most recent workshop.

c. Explain how the applicant will ensure model fidelity within selected evidence based or promising

practices, if applicable.

The Parents as Teachers program is designed to ensure program fidelity. Our organization as an affiliate of the Parents as Teachers program is provided with guidance and support from the Parents As Teachers program. Staff completes rigorous training requirements, receives reflective supervision, and is consistently evaluating parents progress towards established goals.

d. If providing family support, describe plans to use the CFSA 2.0 with families meeting the criteria. Describe other assessment tools to be used with families.

N/A

e. If providing direct services under the "Strategies for Individualized Services" category of the Framework's Channels for Change, please include a description of the number of individuals and families served, noting how many families have a caregiver or children with disabilities.

As previously stated we expect to serve a total of 10 families in the Parents as Teachers program. This number was identified as the maximum number of families the PAT program can support with the current and proposed staffing for the program. We estimate that one or two of the children benefiting from their parents enrollment in the PAT program will have a developmental delay.

For Questions 6 to 7, if any of your selected strategies include systems or policy-level change, please describe the services to be provided. If not applicable, please mark N/A

f. Detail the intended outcomes of systems or policy-level change strategies.

Through our efforts to better coordinate and plan for after-school and summer child care programming for school aged children we expect that at least 75% of all school-aged children will be able to easily access after-school and summer care programs. We expect that engagement with organizations that currently provide summer child care programming will result in the development of summer child care programs that better align with each programs schedule allowing parents to access more full-day child care options.

Through our work with FFN providers we expect to have at least 3 new licensed family child care home providers in operation in the next three years. We also expect to engage an additional 8-12 FFN providers in our community through the GHECC FFN trainings and resource offerings.

g. Please provide information on social norms, organizational capacity, alliances, policy, or other

changes in impact as measured through the Guide to Measuring Advocacy and Policy.
Over many years our organization has been focused on heightening awareness around the importance of early childhood education and stronger family supports in the community. Throughout our time focusing on increasing awareness strong partnerships have been made with many of the family serving organizations in our community. Through strong collaborative practices we have been able to increase concrete supports for child care providers and families in our community. Our organizational structure allows for frequent conversations and troubleshooting with County and Municipality leadership helping to move policy and systems level changes along at a quicker pace. Our organization is unique in the fact that we are one of few Health and Human Services departments across the State that house an Early Childhood Council. This structure allows for open communication and collaboration between the Gunnison Hinsdale Early Childhood Council and Health and Human Services programs such as Colorado Child Care Assistance Program, WIC, Nurse Family Partnership, Child Welfare, SNAP, TANF, and the Medicaid, Child Health Plan Plus eligibility team.

All Applicants provide answers to Questions 8 to 10.

h. Indicate the capacity and willingness of your organization to participate in data collection and evaluation processes, including access to technology such as computer and web access.

Gunnison County DHHS has the capacity and is willing to participate in data collection and evaluation processes. We hold a variety of grants that require our organization to report on performance, process and outcome measures and we utilize all of the data we collect on a regular basis to better inform our efforts and deliver comprehensive and culturally responsive services to our community.

i. Describe experience your agency has with maintaining information on program activities in a data management system, including experience in assuring data integrity.

Our agency gathers quantitative and qualitative data on a regular basis throughout the year. This is done through parent and early childhood workforce surveys, focus groups, world cafes, tracking attendance at training events and accessing various data platforms included Census data, the kids count data center, and the aforementioned community wide behavioral health needs assessment. All of the information we gather throughout the year allows our organization to make community informed data driven decisions. Our department works closely with Gunnison County Juvenile services which has a full-time Data Coordinator on staff, this position provides support and guidance in data collection.

j. How will you engage in a continuous quality improvement process and who will be involved in this? Describe how parents will be involved in the process.

Continuous quality improvement remains a priority in our work. Our organization regularly gathers feedback from community partners, early childhood workforce, and parents to inform our efforts and

ensure quality delivery of all services. Through surveys, focus groups, and accessing various data platforms we will gather data around the effectiveness of our efforts in order to improve the quality of the services we provide and create lasting impact in our community. We expect to include interested parents in regular child abuse prevention leadership team meetings as well as encourage all parents in the community to participate in focus groups and surveys. Parenting program participants will be asked to complete program evaluation forms at the end of the Love and Logic classes and monthly parenting workshops to help inform our work and build programs that are meeting the needs of families.

22. Sustainability

a. Describe how the CBCAP selected strategy will continue if funding is reduced or discontinued for this program.

The selected strategies are strategies that have been prioritized through other funding streams. The requested CBCAP funding would be utilized to build upon and help strengthen initiatives that are already being worked on by our organization and community partners. This allows for the important work to continue even if funding in from one funding partner is reduced or discontinued. Our organization is continually searching for sustainable funding solutions to ensure that the work we do to support families and children is ongoing and not dependent on funding from one entity.

b. Explain agency plan to continue to provide services in the event of staff turnover.

Our proposal includes funding to support multiple positions all of whom will be cross trained and have a shared understanding of the one another's work to ensure a smooth transition and continuity of services in the event of staff turnover.

c. Describe the agency's plan for family recruitment and retention for involvement in CBCAP services/activities.

Our organization is requesting funding to provide a small stipend to families in order to incentivize them to be a part of child maltreatment prevention leadership team meetings. We expect that the stipend will be helpful in recruiting families to engage with the group. We plan to talk with families to set meetings at times that are convenient for them.

Outreach will be done at the local school district, early childhood centers, and other areas where families are regularly present to encourage families to join in on the parenting education programs that our organization plans to offer. Parents will be engaged through social media, newspaper ads, school/early childhood center newsletters, and one on one conversations to encourage participation in parent surveys, focus groups, or other offerings in the community.

COLORADO
Department of Early Childhood

STATEMENT OF WORK (SOW)
COMMUNITY BASED CHILD ABUSE PREVENTION (CBCAP)
CBCAP IMPLEMENTATION RFA

GUNNISON COUNTY HEALTH AND HUMAN SERVICES
220 N. SPRUCE STREET
GUNNISON, CO 81230

DATE: UPON EXECUTION – SEPTEMBER 30, 2024

The Statement of Work (SOW) is a document which describes the scope of work required to complete a specific project. It is a formal document and must be agreed upon by all parties involved and ultimately becomes a part of the executed agreement (Contract, PO, etc.). In order to be effective, the SOW must contain an appropriate level of detail so all parties clearly understand what work is required, the duration of the work involved, what the deliverables are, and what is acceptable.

INTRODUCTION/BACKGROUND

The mission of the Gunnison County Department of Health and Human Services (DHHS) is to provide culturally-competent advocacy, prevention, protection and support services to families of Gunnison and Hinsdale counties so they can prosper and thrive in a healthy and supportive community. In January of 2024 our organization completed a Child Maltreatment Prevention plan in partnership with various family serving organizations. The Scope of Work outlined below was created to address strategies relating to parenting education and expansion of child care options in our community.

SCOPE OF WORK

Gunnison County Department of Health and Human Services will lead the work outlined in the included work plan. Our organization worked closely with the community to create the Gunnison County child maltreatment prevention plan. In this work we plan to continue to engage key community partners on a regular basis in child maltreatment prevention leadership team meetings. Gunnison County DHHS plans to offer various parenting education programs through the community-based child abuse prevention funding as well as work closely with community partners to expanded access to affordable child care options with an emphasis on summer child care.

PERIOD OF PERFORMANCE

Upon execution – September 30, 2024

COLORADO
Department of Early Childhood

WORK PLAN

Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	**The Gunnison County Health and Human Services Department will regularly convene community partners to address the issues identified in Gunnison County's child maltreatment prevention plan.**				
Key Activity A: Hold regular child maltreatment prevention leadership team meetings.					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Plan and hold at least 4 child maltreatment prevention leadership team meetings per year.	Upon execution – September 30, 2024	4 child maltreatment prevention leadership team meetings are held annually.	Meeting notes and attendance records	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel Scholarships and Fellowships
Actively inform and include early childhood service providers, parents, community partners not involved in leadership team, and activities and functions	Upon execution – September 30, 2024	Early childhood service providers, parents, community partners not already involved in leadership team shall be invited and encouraged to attend child maltreatment prevention leadership team meetings.	Early childhood service providers, parents, community partners not already involved in leadership team shall be attend child maltreatment prevention leadership team meetings.	Clinical Nurse Manager Early Childhood Services Supervisor Early Childhood Resource Navigator Bilingual Health Navigator	Personnel
Key Activity B: Child Maltreatment Prevention Plan and Reporting					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Review, update, and approve Child Maltreatment Prevention plan annually to best respond to local needs and conditions.	Upon execution – September 30, 2024	Submit updated child maltreatment prevention plan annually	Child maltreatment prevention plan is submitted	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel
Track and report annually accountability measurements defined in the child maltreatment prevention plan	Upon execution – September 30, 2024	Data tracking requested measures annually	Data is submitted to CDEC	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel

Create an evaluation report based on child maltreatment prevention plan	Upon execution – September 30, 2024	Submit evaluation report annually	Report is submitted to CDEC	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel

Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	**Parents have an increased knowledge of early childhood development and improve positive parenting practices resulting in improved parent, child and family health and well-being and an increase in children's school readiness and success.**				
Key Activity A: Fidelity implementation of Parents as Teachers, an evidence-based home visiting model providing comprehensive parenting education					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Fidelity implementation of Parents as Teachers, an evidence-based home visiting model providing comprehensive parenting education	Upon execution – September 30, 2024	Enroll 4 English additional families in the PAT program and begin home visiting sessions with families.	4 new families are enrolled in the program	Clinical Nurse Manager Parents as Teachers Facilitator	Personnel
Fidelity implementation and course outcome data collected	September 30, 2024	Require all PAT families to complete participant assessment	Participant Assessment is complete	Clinical Nurse Manager Parents as Teachers Facilitator	Personnel
Key Activity B: Offer Love and Logic courses to parents of children ages 0-8 in Gunnison County.					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Order training handbooks, parent workbooks, and other supplies for courses	Upon execution – September 30, 2024	• Facilitators will utilize materials to design Love and Logic course • Offer at least 2 Love and Logic courses during fiscal period.	• At least 8 parents, but no more than 15 parents complete each Love and Logic course. • All parents complete a course evaluation and feedback form at the end of course.	Clinical Nurse Manager Love and Logic Facilitators	Contractors/Consultants

Create Marketing Materials and Advertise for Love and Logic Courses	Upon execution	Marketing materials to promote Love and Logic courses will be created and translated into Spanish.	Marketing materials created and distributed to community partners including the School District, Early Childhood Programs, Faith based organizations, and other family support agencies in the community.	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel
Two Love and Logic courses will be offered in the community,	Upon execution- September 30, 2024	Two love and logic courses will be offered in the community, one in English and one in Spanish	Courses are offered and at least 8, but not more than 15 parents complete each course.	Clinical Nurse Manager Parents as Teachers facilitator	Personnel Contractors/Consultants
Key Activity C: Offer monthly parenting education workshops to parents of children ages 0-11.					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Hold planning meeting to organize monthly parenting workshops	Upon execution – September 30, 2024	Hold planning meeting with community partners to organize monthly parenting workshops and decide on topic for each workshop.	At least 2 planning meetings are held	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel
Create Marketing Materials and Advertise Parenting Workshops	Upon Execution	Marketing materials to promote Love and Logic courses will be created and translated into Spanish	Marketing materials are created and distributed to community partners including the School District, Early Childhood Programs, Faith based organizations, and other family support agencies in the community.	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel
Offer Monthly Parenting Workshops throughout the school year	Upon execution – September 30, 2024	Offer monthly parenting workshops throughout the school year in collaboration with community partners	At least 8 community workshops are offered on an annual basis.	Clinical Nurse Manager Early Childhood Services Supervisor	Personnel

Work Plan	
OUTCOMES, BENCHMARKS, AND MILESTONES	
Outcome statement:	**Increase the number and percentage of children accessing licensed child care with an emphasis on summer child care.**
Key Activity A: Collaborate with community partners to explore opportunities for increasing the availability of summer child care.	

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Organize summer child care planning meeting with community partners.	Upon execution – September 30, 2024	Organize summer child care planning meetings with community partners that are currently offering and/or interested in offering summer child care. Strengthen working partnerships with community partners to develop a more cohesive model of summer care that provides better support to families with young children.	At least 2 summer child care planning meetings are held on an annual basis. Planning meeting participation is tracked	Early Childhood Services Supervisor Early Childhood Resource Navigator Bi-Lingual Health Navigator	Personnel
Develop a community calendar for Summer Child Care options	Upon execution – September 30, 2024	A community calendar is created in partnership with community partners that offer summer child care to help parents better understand what Summer child care options are available in the community.	Community calendar is created and distributed to families.	Early Childhood Resource Navigator	Personnel
Key Activity B: Provide tuition support funds to community partners offering summer child care.					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Provide tuition support to community partners offering summer child care.	Upon execution	Develop a plan for how tuition support funding can be utilized by summer child care programs to ensure equitable prioritization of funding. Create a simple application for families to complete to apply for tuition support.	Summer Child Care tuition support application is created	Early Childhood Services Supervisor Community Partners offering summer child care	Personnel
Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	**Families with children ages 0-5 will have increased access to quality early learning environments due to an increase in engaged family, friend, and neighbor caregivers as well as licensed family child care home providers.**				
Key Activity A: Provide technical assistance and support to new, potential and existing Family Child Care Home Providers (FCCH).					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**

Regularly connect new, existing and potential FCCH providers to supports available to them including: financial, professional development, shared services, child care management software, family child care home associations, and benefits opportunities	Upon execution – September 30, 2024	Providing information on and connections to existing supports.	Number of existing, new, and potential providers contacted and given information on existing supports.	Early Childhood Resource Navigator Bilingual Health Navigator	Personnel
Providing technical assistance to new and potential family child care home providers as they move through the licensing process in their community.	Upon execution – September 30, 2024	Support FCCH providers throughout the licensing process (including addressing zoning issues, business codes, etc.) and in accessing financial resources to begin their business (i.e. licensing incentives	Number of providers supported through the licensing process	Early Childhood Resource Navigator Bilingual Health Navigator	Personnel
Key Activity B: Regularly outreach to Family, Friend, and Neighbor Caregivers to connect them to trainings and other available resources.					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Outreach to Family Friend and Neighbor Caregivers (FFN)	Upon execution – September 30, 2024	Outreach to Family, Friend and Neighbor caregivers to notify them of available trainings and other resources in the community.	Number of FFN caregivers that have been connected to trainings and resources	Early Childhood Resource Navigator Bilingual Health Navigator	Personnel
Create Marketing Materials for FFN and FCCH resources	Upon execution	Marketing materials to promote FFN and FCCH programs available in the community. Materials will be created and translated into Spanish.	Marketing materials created, translated and distributed	Early Childhood Resource Navigator Bilingual Health Navigator	Personnel

SCHEDULE/MILESTONES

This section should define the schedule of deliverables and milestones for this project. Milestones, benchmarks and outcomes should be specific, measurable and based on more than simple processes. For example:

A process outcome statement would read like this:

"Agency A shall provide services to 150 families by June 30th, 2016."

A results oriented specific outcome statement would read like this:

"Incidences of reported child abuse in Colorado County shall be reduced from 6% to 2% per 1,000 children by June 30, 2016."

- Gunnison County DHHS will hold 4 Child Maltreatment Prevention Leadership Team meetings by September 30, 2024.
- Gunnison County DHHS will serve at least 10 families in the Parents as Teachers program on an annual basis.
- Gunnison County DHSS will offer at least 2 Love and Logic Sessions by September 30, 2024.
- Gunnison County DHHS will offer monthly parenting education workshops throughout the school year alongside community partners.
- By December 31, 2025 Gunnison County will increase the number of children aged 0-4 years with access to licensed early childhood care and education by 5%.
- Gunnison County DHHS in partnership with the Gunnison Hinsdale Early Childhood Council will provide outreach, education and support services to increase the number of licensed home providers. Supporting at least 3 individuals through the family child care home licensing process by December 31, 2025.

ACCEPTANCE CRITERIA

The acceptance of all deliverables shall reside with the Department of Early Childhood (CDEC), Community-Based Child Abuse Prevention Program. The designated program manager shall monitor all deliverables in order to ensure the completeness of each stage of the project and that the scope of work has been met. The CDEC program manager shall either sign off on the approval, or reply to the vendor, in writing, advising what tasks must still be accomplished.

COLORADO
Department of Early Childhood

Colorado Department of Early Childhood (CDEC)

Budget Template Instructions

General Instructions:

The Budget Template - Should be used to explain how an agency plans to use CDEC funds consistent with the proposed Work Plan. The Budget Template includes one worksheet for Instructions, and one worksheet for the Budget Template. Budget item requests and their associated deliverables need to be in alignment. The budget must provide a consistent, logical picture of what is to be accomplished, by whom, and how the costs are justified with the project. In the event that this alignment does not occur, applicants may be contacted with requests for clarifications and/or modifications. Additional information regarding Direct and Indirect Costs and unallowable costs can be found in 2 CFR Part 200 and the Electronic Code of Federal Regulations (e-CFR).

The budget categories in the template are provided and are not subject to change unless prior approval is obtained from the CDEC/CDEC contracts unit. Contractors are not required to address each budget category. If the category is not applicable to the contract budget enter the following sentence "There are no costs to be reimbursed in this category"
The information contained in each expenditure category helps CDEC understand the budget. Please provide narrative for each category in the "Description of Work" or the "Description of Item" section.

All costs requested by the Contractor in the narrative areas of the proposal must be reflected in the budget. "Costs to be determined" shall be considered non-responsive and consequently the Contractor budget will be deemed incomplete and will delay the contract finalized date.

The form is an Excel worksheet that includes instructions in various cells that can be viewed by hovering the computer mouse over the cells. The instructions below give additional guidance.

Contact Information

Complete the top portion of the form by providing Agency Name, Budget Period, Project Name, and Contact Information for both Program and Fiscal contacts.

Agency Name: Enter agency's name
Budget Period: Enter budget/ project period dates
Project Name: Enter the project name

Program Contact Name, Title, Phone and Email
Enter agency's program contact information here
Fiscal Contact Name, Title, Phone and Email
Enter agency's program contact information here

Personnel Services (Salaried Employees and Hourly Employees)

It is CDEC's expectation that agency employees included in this section will complete all of the work related to the project/contract.

Column A: Position Title

Example 1: Project Coordinator (salaried)
Example 2: Project Administrator (hourly)

Column B: Description of Work

Use the "*Description of Work*" column of the budget template to address the role and expected contribution of budgeted personnel. The time commitment of each individual should be justified as a reasonable estimate for the work to be performed. A description of how fringe benefits are projected and what components are included in the calculation (insurance, paid time off, pension, etc.) must be included. For hourly employees, please include hourly rate, hourly fringe and the number of hours budgeted.

Columns D-F (salaried employees): Gross or Annual Salary / Fringe / Percent of Time on Project

Enter the Gross or Annual salary, Fringe, and the Percent of Time Spent on Project for each employee that will work on the project.
For example: A full-time salaried employee is paid $60,000 a year; their fringe benefits rate is 22%; they plan to spend approximately 100% of their time on the project. Their total contribution to the Work Plan is calculated as follows:

$	60,000	*Gross Annual Salary
	22%	Fringe %
$	13,200	*Fringe ($60,000 x 22%)
$	73,200	Annual Salary + Fringe ($60,000 + $13,200)
	100%	*Percent of Time on Project
$	73,200	Amount Requesting from CDEC (automatically calculates)

*Enter into the Budget Template

Column G: Total Amount Requested from CDEC

This column should reflect the amount the agency is requesting from CDEC for each employee working on the project.

Total Personnel Services (including fringe benefits)

This row should show the totals for each column and reflect the total amount of Personnel Services costs the agency is requesting from CDEC.

Contractors/Consultants (payments to third parties or entities)

This category should describe costs for subcontractors (persons not employed by the agency) needed to complete work on the Work Plan. This includes consulting and personal services subcontracts. The Description of Item should specify the need for the subcontractor, the selection process, the work to be performed, how costs were calculated and the expected deliverables. CDEC may request copies of contractual and grant agreements or MOU/MOA's during the contract period. Subcontractors may not be pre-paid for services. All Subcontractor contracts must follow a cost reimbursement structure.

Column A: Item

List the name of subcontractor

Example 1: ABC Training, Inc.

Column B: Description of Item

Example 1: Project Towards No Drug Abuse Trainer

A contractor will be hired to conduct Project Towards No Drug Abuse training for 2 days with up to 15 participants from 3 area high schools. The contractor will be responsible for development and facilitation of training. A Request for Proposal will be developed to elicit contractors. Applications will be scored and selected based on reasonableness of cost and ability to meet stated criteria. The program staff members do not have the necessary skills to carry out the proposed work required as training skills are very specialized. Hiring a contractor is more feasible and cost effective than hiring a full-time employee for the first project year.

Column G: Total Amount Requested from CDEC

This column should reflect the amount the agency is requesting from CDEC for each subcontractor.

Total Contractors/Consultants

This row should reflect the total amount of Contractors/Consultants costs the agency is requesting from CDEC.

Travel

This expenditure category should include all in-state and out-of-state travel expenses. Conferences, training and out-of-state travel must be budgeted and pre-approved by the CDEC program manager and directly enhance or contribute to the Contractors ability to perform the contracted scope of work. Please separate travel costs into categories such as lodging, meals, mileage, and airfare, and indicate how they support the Work Plan. Use the Description of Item column to describe the necessity and reasonableness of all estimated travel costs. Indicate which project personnel will be traveling and describe their anticipated contributions to the Work Plan. Detail how cost estimates for airfare, mileage, ground transportation, and lodging were determined. Include any mandatory meetings. CDEC may require submission of an agency's travel policy during the contract period. All travel must be in compliance with the agency's travel plan or the state travel fiscal rules and rates, which are updated frequently and may be found: https://www.colorado.gov/pacific/osc/travel-fiscal-rule.

Column A: Item

List the item in this column: i.e., mileage, lodging, meals, airfare

Column B: Description of Item

This section should describe the necessity and reasonableness of all estimated travel costs. Indicate the project personnel who will be traveling and describe their anticipated contributions to the work plan. Detail how cost estimates were determined.

Column G: Total Amount Requested from CDEC

This column should reflect the amount the agency is requesting from CDEC for each travel line.

Total Travel Expenses

This row should total Travel Expenses the agency is requesting from CDEC.

Supplies & Operating Expenses

Supplies and operating expenses may include, but are not limited to, postage, office supplies, paid media, educational materials, and copying.

Column A: Item

This column should list the item to be used in support of the Work Plan. Noted below are a two examples from the example in Attachment A - Work Plan

Example 1: Training Materials - TND materials for 225 youth for 3 schools
Example 2: Telephone lines/long distance and Internet services

Column B: Description of Item

This is a description of the item(s) listed in Item Column. Use the Item Description Column to describe the rationale for the costs budgeted (how it will be used to advance the Work Plan) and how cost estimates are calculated.
Example 1: Includes work book and other necessary supplies. Work book = $15/student ($15x225=$3,375)and teacher supplies (paper, markers, flip chart, etc…) $20/9 sessions ($20x9=$180)

Column G: Total Amount Requested from CDEC

This column should reflect the amount the agency is requesting from CDEC for each supply item.

Total Supplies & Operating Expenses

This row should total the Supplies & Operating Expenses the agency is requesting from CDEC.

Modified Total Direct Costs (MTDC)

This row should total the amount of all Modified Total Direct Costs the agency is requesting from CDEC.

Please Note: Uniform Guidance § 200.68 - MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000.

Indirect Costs
Indirect costs will be paid according to the Electronic Code of Federal Regulations provision. Any non-federal entity (including a non-profit organization) shall use either the de minimis rate of 10% of modified total direct costs (MTDC) or an approved and negotiated indirect cost rate (federal or state approved rate.) Agency must supply a copy of the federal or state negotiated indirect rate. ***Column A: Item*** Please reflect one of the Indirect Cost options for this section. Indirect Costs may be requested (1) using the agency's Federally Negotiated Indirect Cost Rate or (2) agency's State Negotiated Indirect Cost Rate or (3) 10%, de minimis rate unless your agency has previously negotiated a rate with the State of Colorado. ***Column B: Description of Item (description is not necessary for the negotiated rate agreement)*** Example: Using indirect cost rate that applies 10% of Modified Total Direct Costs.
TOTAL
This row should be the TOTAL of all expenses, including Indirect Costs that the agency is requesting from CDEC for the project.

COLORADO
Department of Early Childhood

Colorado Department of Early Childhood
BUDGET WITH JUSTIFICATION FORM

Contractor Name	Gunnison County
Budget Period	Upon Execution - September 30, 2024
Project Name	Community Based Child Abuse Prevention (CBCAP) - CBCAP Implementation RFA

Program Contact Name, Title	**Lana Athey, Early Childhood Services Supervisor**
Phone	970-642-4667
Email	lathey@gunnisoncounty.org
Fiscal Contact Name, Title	**Jody Wise - Accountant**
Phone	**970-641-7679**
Email	jwise@gunnisoncounty.org

PLEASE READ INSTRUCTIONS INCLUDED IN TAB A OF THIS SPREADSHEET PRIOR TO COMPLETING TAB B TEMPLATE

Expenditure Categories

Personnel Services - Salaried Employees

Position Title	Description of Work and Fringe Benefits Include: Retirement, Paid Holidays, Paid Sick Leave, Paid Vacation	Gross or Annual Salary	Fringe	Number of Months on Project	Percent of Time on Project	FFY 2024 Total Amount Requested from CDEC
Clinical Nurse Manager	Oversees the implementation of the grant scope of work including Parents as Teachers and Love and Logic.	$98,440	$22,620	6	10.00%	$6,053
Early Childhood Council Coordinator	Oversees the implementation of the grant scope of work. Supervision of resource navigator positions, responsible	$85,162	$33,694	6	10.00%	$5,943
Early Childhood Resource Navigator	Provides support to family child care homes as well as individuals planning to begin a licensed family child care	$61,526	$8,840	6	10.00%	$3,519
Health Navigator Bilingual	Provides interpretation and translation support to clients.	$64,001	$5,000	6	10.00%	$3,450
Parents As Teachers Facilitator English	Facilitates the Parents As Teachers program.	$60,406	$5,000	6	20.00%	$6,541
					Total Personnel Services (including fringe benefits)	**$25,505**

Contractors/Consultants (payments to third parties or entities)

Name	Description of Item	FFY 2024 Total Amount Requested from CDEC
Parenting Support Facilitator - Love and Logic (Bilingual) and Parenting workshops	2 Bilingual and 2 English speaking Love and Logic and Parent Workshop facilitators putting on a total of 2 courses per year	$7,000
Summer Childcare Programming Support	Support for summer childcare programming for low-income families and childcare during parenting workshops/classes.	$19,000
Office/Meeting Supplies	$33/month for Office and Meeting Supplies x 6 months	$200
		$0
		Total Contractors/Consultants **$26,200**

Travel

Item	Description of Item	FFY 2024 Total Amount Requested from CDEC
		$0
		Total Travel **$0**

Supplies & Operating Expenses

Item	Description of Item	FFY 2024 Total Amount Requested from CDEC
Parenting Program Food	12 Love and Logic Sessions, 8 Monthly Parenting Education events, 20 x $150	$3,000
Computer	.55 of 1 computer @ $3,000	$1,655
		$0
		$0
		$0
		$0
		$0
	Subtotal	**$4,655**
Items Excluded from MTDC: (Rental costs, tuition, scholarships/fellowships, participant support, equipment, capital expenditures)		
Rental Costs	General rental costs for the program's operation location (does not include meeting room fees)	$0
Crisis and Respite Care Emergency funding	costs to support emergency childcare 7 families x 1 months of support x $1000	$7,000
Scholarships and Fellowships	10 x $500 stipends for community members who are not employees to participate and support development of new strategies, such as restorative justice practices, leadership group participation	$5,000
Participant Support Costs	Costs to support 40 parents, 40 x $25	$1,000
	Subtotal Items removed from MTDC	**$13,000**
	Total Supplies & Operating Expenses	**$17,655**

Training and Technical Assistance

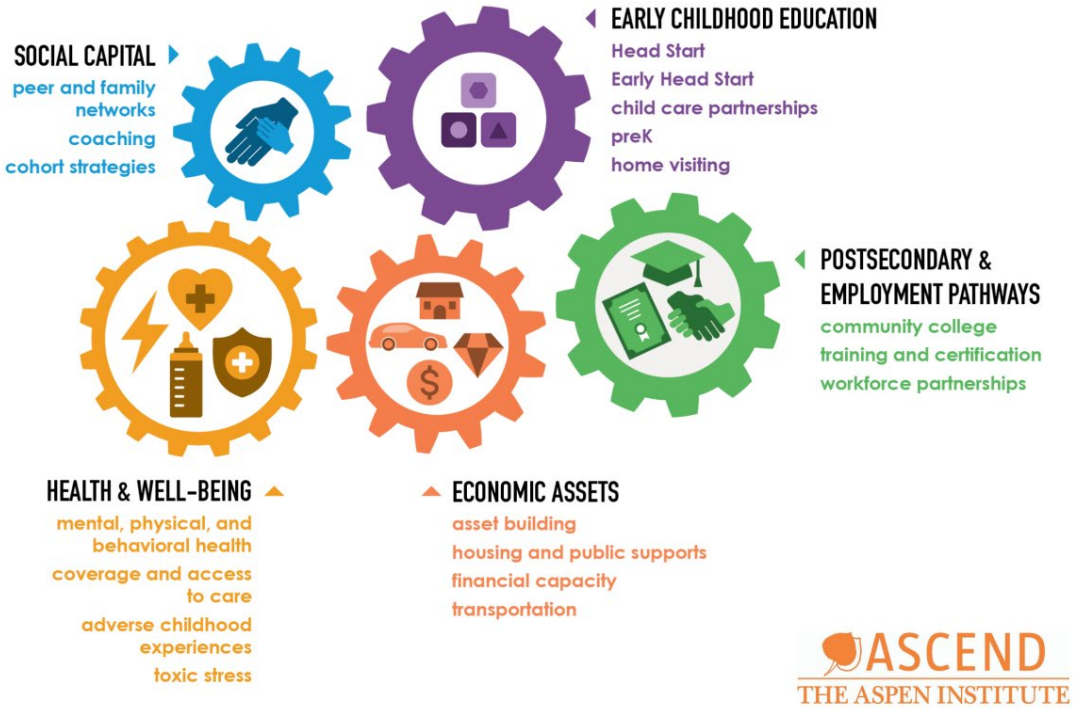
Item	Description of Item	FFY 2024 Total Amount Requested from CDEC

		$0
	Total Training and Technical Assistance	**$0**
	TOTAL DIRECT COSTS	**$69,360**
	MODIFIED TOTAL DIRECT COSTS (MTDC) Uniform Guidance § 200.68 - MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000.	**$56,360**
	Indirect Costs **[not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]**	**FFY 2024**
Item	**Description of Item**	**Total Amount Requested from CDEC**
Negotiated Federal Indirect cost rate	N/A	
State Federal Indirect cost rate	N/A	
10% de minimis Indirect rate:		$5,636
	Total Indirect	**$5,636**
	TOTAL	**$74,996**

***Figures are rounded using basic accounting standards. (0.00-0.49 = 0; 0.50-0.99 = 1.0)**

Attachment E

Strengthening Families Protective Factors Framework



WESTERN COLORADO UNIVERSITY
MOUNTAINEERS
ATHLETICS

March 9, 2024

To Whom it May Concern,

This letter is in support of Gunnison County Health and Human Services' application for community-based child abuse prevention grant funding. The receipt of this grant will provide resources to enable the valuable child maltreatment prevention planning to continue, assistance with implementation of the plan, and most importantly, opportunities to positively impact families and children within the Gunnison Valley.

As one of the primary summer camp providers within the community, Western Colorado University was a part of the child maltreatment prevention planning team and will continue to work closely with both Gunnison County Health and Human Services and Gunnison County Juvenile Services to support the implementation of the plan. As a partner in this work, we agree to continue working with these agencies to address the needs of families and children in the communities we serve to prevent child abuse.

As part of this process our organization commits to:

1. Participate in quarterly meetings to assess progress towards achieving desirable outcomes
2. Support a data driven and community-informed process
3. Invite other interested community members to quarterly meetings
4. Share data that our organization has collected that is pertinent to the work

We look forward to the implementation of the child prevention plan and are confident it will provide amazing opportunities to families and children within the communities it serves.

Thank you for the opportunity.

Bree Hare

Sincerely,
Bree Hare
Associate Athletics Director / Junior Mountaineers Summer Camp Director
Western Colorado University

COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

STATE OF COLORADO
DEPARTMENT OF HUMAN SERVICES CONTRACT

SIGNATURE AND COVER PAGES

CMS #: Insert Full CMS # (FY ProgramCode CMS#)	**eClearance#:** Insert eClearance #
State Agency Colorado Department of Human Services Insert Office Insert Division	**Contractor** Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc... Contractor's State of Incorporation: Insert State
Contract Maximum Amount Initial Term State Fiscal Year 20xx $0.00 Extension Terms Edit/delete this section as needed, or put "None" State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 Maximum Amount for All Fiscal Years $0.00	**Contract Performance Beginning Date** The later of the Effective Date or Month Day, Year **Initial Contract Expiration Date** Month Day, Year Except as stated in **§2.D**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed Insert Contract's Maximum Amount of Years or Months as required by solicitation, or otherwise Years from its Performance Beginning Date.
Pricing/Funding Price Structure: Choose an item. Contractor shall invoice: Choose an item. Fund Source: Insert name of funding source, whether it's state general funds, cash, Federal Program / Grant and Funds ID#, if none, put NA	**Options** The State shall have the following options if indicated with "Yes," as further described in §2.C and §5.B.v: Option to Extend Term per §2.C: Choose an item. Option to Increase or Decrease Maximum Amount per §5.B.v: Choose an item.

Insurance Contractor shall maintain the following insurance if indicated with "Yes," as further described in §10: Worker's Compensation: Yes General Liability: Yes Automobile Liability: Choose an item. Protected Information: Choose an item. Professional Liability Insurance: Choose an item. Cyber/Net. Security-Privacy Liability Insurance: Choose an item. Crime Insurance: Choose an item.	**Miscellaneous** Authority to enter into this Contract exists in: Insert statutory and/or other legal authority here. Law-Specified Vendor Statute (if any): Insert Statute, otherwise put NA Procurement Method: Choose an item. Solicitation Number (if any): Insert Solicitation #, otherwise put NA
State Representative Insert State Representative Name, Title, Department, Address, Phone, and Email	**Contractor Representative** Insert Contractor Representative Name, Title, Address, Phone, and Email

Exhibits The following Exhibits are attached and incorporated into this Contract: List Exhibits here
Contract Purpose Insert brief description of the purpose of the Contract (*Do not use so much space so that this page 2 runs on to page 3, that will create formatting/pg issues. If that happens, reduce your text; if unable to do so, contact Contracts Management for help.)

Signature Page Begins On Next Page

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT
Each person signing this Contract represents and warrants that he or she is duly authorized to execute this Contract and to bind the Party authorizing his or her signature.

CONTRACTOR Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc... _____ By: Name & Title of Person Signing for Contractor Date:	**STATE OF COLORADO** Jared S. Polis, Governor Department of Human Services Michelle Barnes, Executive Director _____ By: Name & Title of Person Signing for CDHS Date: _____
2nd State or Contractor Signature if Needed _____ By: Name & Title of Person Signing for Signatory Date: _____	**LEGAL REVIEW** Philip J. Weiser, Attorney General By:_____ Assistant Attorney General Date: _____

In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____
Andrea Eurich/Toni Williamson

Effective Date:_____

-- Signature and Cover Pages End --

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1. PARTIES

This Contract is entered into by and between Contractor named on the Signature and Cover Pages for this Contract (the "Contractor"), and the STATE OF COLORADO acting by and through the Department of Human Services (the "State" or "CDHS"). Contractor and the State agree to the terms and conditions in this Contract.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

B. Initial Term

The Parties' respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Signature and Cover Pages for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Signature and Cover Pages for this Contract (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Contract.

C. Extension Terms - State's Option

If the Signature and Cover Pages for this Contract shows that the State has the Option to Extend Term, then the State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, at the same rates and under the same terms specified in the Contract (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to §21 "Sample Option Letter." The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract. Except as stated in §2.D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date, or the number of years specified on the Signature and Cover Pages if such number is less than 5 years, absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in §15, may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 months (an "End of Term Extension" or "Holdover"), regardless of whether additional Extension Terms are available or not. Any such extension shall be under the same terms and conditions of the operative Contract including, but not limited to, prices, rates, and service delivery requirements. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of the Contract.

E. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Contract by the State for Breach of Contract by Contractor, which shall be governed by §12.A.i.

i. Method and Content

The State shall notify Contractor of such termination in accordance with §15. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in §12.A.i.a.

iii. Payments

If the State terminates this Contract in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Contract is less than 60% completed, as determined by the State, the State may reimburse Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor which are directly attributable to the uncompleted portion of Contractor's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "Breach of Contract" means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.

B. "Business Day" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays as listed in §24-11-101(1) C.R.S.

C. "Chief Procurement Officer" means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202, C.R.S. to procure or supervise the procurement of all supplies and services needed by the state.

D. "CJI" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under 24-72-302 C.R.S.

E. "Contract" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto. For purposes of clarification and the removal of any doubt, subject to any future modifications thereto, the Signature and Cover Pages and Sections 1 through 21, as identified in the Table of Contents herein above, shall constitute the "main body" of this Contract exclusively.

F. "Contract Funds" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.

G. "CORA" means the Colorado Open Records Act, §§24-72-200.1 et. seq., C.R.S.

H. "Deliverable" means the outcome to be achieved or output to be provided, in the form of a tangible object or software that is produced as a result of Contractor's Work that is intended to be delivered to the State by the Contractor.

I. "Effective Date" means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State's Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature and Cover Page for this Contract.

J. "End of Term Extension" means the time period defined in §2.D.

K. "Exhibits" means the exhibits and attachments included with this Contract as shown on the Signature and Cover Pages for this Contract..

L. "Extension Term" means the time period defined in §2.C.

M. "Goods" means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.

N. "Incident" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, et. seq., C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

O. "Initial Term" means the time period defined in §2.B.

P. "Party" means the State or Contractor, and "Parties" means both the State and Contractor.

Q. "PCI" means payment card information including any data related to credit card holders' names, credit card numbers, or other credit card information as may be protected by state or federal law.

R. "PHI" means any individually identifiable health information, transmitted or maintained in electronic or any form or medium, including but not limited to demographic information,, (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

S.. "PII" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 and 24-73-101, C.R.S. "PII" shall also mean "personal identifying information" as set forth in § 24-72-102, et. Seq., C.R.S.

T. "Services" means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.

U. "State Confidential Information" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, Educational Records, Substance Use Disorder Information, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

V. "State Fiscal Rules" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

W. "State Fiscal Year" means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

X. "State Records" means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

Y. "Subcontractor" means any third-parties engaged by Contractor to aid in performance of the Work.

Z. "Tax Information" means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.

AA. "Work" means the Goods delivered and Services performed pursuant to this Contract.

BB. "Work Product" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Contract that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. STATEMENT OF WORK

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of the Exhibits. The State shall have no liability to compensate Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract.

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that term shown on the Signature and Cover Pages for this Contract.

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Contractor in the amounts and in accordance with the Exhibits.

b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State. Invoicing is a material component of Contract performance and corresponding Deliverables. Invoices shall be due to the State within 45 days of work performed by the Contractor, unless otherwise stated in the Exhibits hereto. Invoicing shall be done accurately and per any specifications set forth in the Exhibits hereto. Time is of the essence in this regard. If Contractor fails to timely and/or properly invoice the State, the State may not be obligated to pay the bill resulting from said invoice. Failure to timely and/or properly invoice the State is a material breach of this Contract which would be cause for the State to refuse payment and/or terminate the contract on these grounds in whole or in part, at the State's discretion.

c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Contract.

ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Contractor shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the State in writing of its dispute within 30 days following the earlier to occur of Contractor's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Contract Funds the State's obligation to pay Contractor shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in §2.E.

v. Option to Increase Maximum Amount

If the Signature and Cover Pages for this Contract show that the State has the Option to Increase or Decrease Maximum Amount, then the State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon the rates established in this Contract, and increase or decrease the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to §21 "Sample Option Letter." Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract. The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract.

6. REPORTING - NOTIFICATION

A. Quarterly Reports.

In addition to any reports required pursuant to §17 or pursuant to any other Exhibit, for any contract having a term longer than three months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State at the time or times specified by the State in this Contract, or, if no time is specified in this Contract, not later than five Business Days following the end of each calendar quarter.

B. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 5 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Signature and Cover Pages for this Contract.

C. Performance Outside the State of Colorado or the United States, §24-102-206 C.R.S.

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with §15 and in a form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform

such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a Breach of Contract. This section shall not apply if the Contract Funds include any federal funds.

7. CONTRACTOR RECORDS

A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: (i) the date three years after the date this Contract expires or is terminated, (ii) final payment under this Contract is made, (iii) the resolution of any pending Contract matters, or (iv) if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

Contractor shall permit the State, the federal government, and any duly authorized agent of a governmental entity, to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State, the federal government, and any other duly authorized agent of a governmental agency, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

D. Final Audit Report

Contractor shall promptly submit to the State a copy of any final audit report of an audit performed on Contractor's records that relates to or affects this Contract or the Work, whether the audit is conducted by Contractor or a third party.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law or approved in writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Contract as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Contract, if applicable. Contractor shall immediately forward any request or demand for State Records to the State's Principal Representative.

B. Other Entity Access and Nondisclosure Agreements

Contractor may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Contract. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Contract, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

C. Use, Security, and Retention

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Contract, Contractor shall return State Records provided to Contractor or

destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, Contractor shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that Contractor and its Subcontractors are not the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State, at no additional cost to the State. The State may adjust or direct modifications to this plan in its sole discretion, and Contractor shall make all modifications as directed by the State. If Contractor cannot produce its analysis and plan within the allotted time, the State, in its discretion, may perform such analysis and produce a remediation plan, and Contractor shall reimburse the State for the actual costs thereof. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

F. Safeguarding PII

IF CONTRACTOR OR ANY OF ITS SUBCONTRACTORS WILL OR MAY RECEIVE PII UNDER THIS CONTRACT, CONTRACTOR SHALL PROVIDE FOR THE SECURITY OF SUCH PII, IN A MANNER AND FORM ACCEPTABLE TO THE STATE, INCLUDING, WITHOUT LIMITATION, STATE NON-DISCLOSURE REQUIREMENTS, USE OF APPROPRIATE TECHNOLOGY, SECURITY PRACTICES, COMPUTER ACCESS SECURITY, DATA ACCESS SECURITY, DATA STORAGE ENCRYPTION, DATA TRANSMISSION ENCRYPTION, SECURITY INSPECTIONS, AND AUDITS. CONTRACTOR SHALL BE A "THIRD-PARTY SERVICE PROVIDER" AS DEFINED IN §24-73-103(1)(I), C.R.S. AND SHALL MAINTAIN SECURITY PROCEDURES AND PRACTICES CONSISTENT WITH §§24-73-101 ET SEQ., C.R.S. IN ADDITION, AS SET

FORTH IN § 24-74-102, ET. SEQ., C.R.S., CONTRACTOR, INCLUDING, BUT NOT LIMITED TO, CONTRACTOR'S EMPLOYEES, AGENTS AND SUBCONTRACTORS, AGREES NOT TO SHARE ANY PII WITH ANY THIRD PARTIES FOR THE PURPOSE OF INVESTIGATING FOR, PARTICIPATING IN, COOPERATING WITH, OR ASSISTING WITH FEDERAL IMMIGRATION ENFORCEMENT. IF CONTRACTOR IS GIVEN DIRECT ACCESS TO ANY STATE DATABASES CONTAINING PII, CONTRACTOR SHALL EXECUTE, ON BEHALF OF ITSELF AND ITS EMPLOYEES, THE CERTIFICATION DESCRIBED IN SECTION 21 BELOW ON AN ANNUAL BASIS CONTRACTOR'S DUTY AND OBLIGATION TO CERTIFY AS SET FORTH IN SECTION 21 BELOW SHALL CONTINUE AS LONG AS CONTRACTOR HAS DIRECT ACCESS TO ANY STATE DATABASES CONTAINING PII. IF CONTRACTOR USES ANY SUBCONTRACTORS TO PERFORM SERVICES REQUIRING DIRECT ACCESS TO STATE DATABASES CONTAINING PII, THE CONTRACTOR SHALL REQUIRE SUCH SUBCONTRACTORS TO EXECUTE AND DELIVER THE CERTIFICATION TO THE STATE ON AN ANNUAL BASIS, SO LONG AS THE SUBCONTRACTOR HAS ACCESS TO STATE DATABASES CONTAINING PII.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Contractor shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Contract. Such a conflict of interest would arise when a Contractor or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of Contract.

B. Apparent Conflicts of Interest

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Contract.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor 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 actual or apparent conflict constitutes a breach of this Contract.

D. Contractor acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Contractor further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Contract.

10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract to the extent that such insurance policies are required as shown on the Signature and Cover Page for this Contract. All insurance policies required by this Contract shall be issued by insurance companies as approved by the State. These insurance requirements shall not be construed as caps or limitations on liability.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

i. $1,000,000 each occurrence;

ii. $1,000,000 general aggregate;

iii. $1,000,000 products and completed operations aggregate; and

iv. $50,000 any one fire.

C. 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.

D. Protected Information

Liability insurance covering all civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and all loss income or extra expense as a result of actual or alleged breach, violation or infringement of a right to privacy, consumer data protection law,

confidentiality or other legal protection for personal information as well as State Confidential Information with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $2,000,000 general aggregate.

iii. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 10 or fewer individuals or revenues of $250,000 or less, Contractor shall maintain limits of not less than $50,000.

iv. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 25 or fewer individuals or revenues of $500,000 or less, Contractor shall maintain limits of not less than $100,000.

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

G. Cyber/Network Security and Privacy Liability

Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $2,000,000 general aggregate.

H. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

I. Primacy of Coverage

Coverage required of Contractor and each Subcontractor shall be primary and noncontributory over any insurance or self-insurance program carried by Contractor or the State.

J. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §15 within seven days of Contractor's receipt of such notice.

K. Subrogation Waiver

All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

L. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §§24-10-101, et seq., C.R.S. (the "GIA"), Contractor shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Contractor shall ensure that the Subcontractor maintains at all times during the terms of this Contract, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

M. Certificates

Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within seven Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within seven Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract

within seven Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. BREACH OF CONTRACT

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in the Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Contractor is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Contract or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach of Contract

In the event of Contractor's uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such

terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Contractor for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor'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 as if this Contract had been terminated in the public interest under §2.E.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State in connection with any breach by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

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

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Contractor's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, as approved by the State, (i) secure that right to use such Work for the State and Contractor; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §11 and the dispute resolution process in §14, shall have all remedies available at law and equity.

13. STATE'S RIGHT OF REMOVAL

The State retains the right to demand, at any time, regardless of whether Contractor is in breach, the immediate removal of any of Contractor's employees, agents, or subcontractors from the work whom the State, in its sole discretion, deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

14. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.

B. Resolution of Controversies

If the initial resolution described in §14.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDHS as described in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of §24-106-109, C.R.S., and §§24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by

the Procurement Official, Contractor's challenge shall be an appeal to the Executive Director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

15. NOTICES AND REPRESENTATIVES

Each individual identified on the Signature and Cover Pages shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth on the Signature and Cover Pages for this Contract or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Signature and Cover Pages for this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this section without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Contractor hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Contractor cannot make any of the assignments required by this section, Contractor hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Contractor grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Contractor that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

iii. Assignments and Assistance

Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. To the extent that Work Product would fall under the definition of "works made for hire" under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work made for hire. Contractor assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, all State Records, documents, text, software, (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and information provided by or on behalf of the State to Contractor are the exclusive property of the State (collectively, "State Materials"). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor's obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Contractor

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Contractor Property"). Contractor Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: (i) entered into as exhibits to this Contract; (ii) obtained by the State from the

applicable third-party vendor; or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

17. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Contractor under this Contract is $100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Contractor agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Contractor's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller Policies.

18. GENERAL PROVISIONS

A. Assignment

Contractor's rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by the State shall be subject to the provisions of this Contract

B. Subcontracts

Unless other restrictions are required elsewhere in this Contract, Contractor shall not enter into any subcontract in connection with its obligations under this Contract without providing notice to the State. The State may reject any such subcontract, and Contractor shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any Work after that Subcontractor's subcontract has been rejected by the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

Except as otherwise provided in §18.A., all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

E. Captions and References

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

F. Counterparts

This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

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

H. Digital Signatures

If any signatory signs this Contract using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Contract to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Contract.

K. Order of Precedence

In the event of a conflict or inconsistency between this Contract and any Exhibits or attachments such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

i. HIPAA Business Associate Agreement (if any).
ii. Federal Provisions (if any).
iii. Colorado Special Provisions in §19 of the main body of this Contract.
iv. Information Technology Provisions Exhibit (if any).
v. The provisions of the other sections of the main body of this Contract.
vi. PII Certification (if any)
viii. Any other Exhibit(s) shall take precedence in alphabetical order.

L. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Contract.

M. Severability

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of the Contract.

N. Survival of Certain Contract Terms

Any provision of this Contract that imposes an obligation on a Party after termination or expiration of the Contract shall survive the termination or expiration of the Contract and shall be enforceable by the other Party.

O. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), et seq. C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

P. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §18.A., this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

Q. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

R. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

S. Standard and Manner of Performance

Contractor shall perform its obligations under this Contract in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.

T. Licenses, Permits, and Other Authorizations.

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Contract, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their

employment, agency or subcontract, all licenses, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

U. Indemnification

i. Applicability

This entire §18.U does not apply to Contractor if Contractor is a "public entity" within the meaning of the GIA.

ii. General Indemnification

Contractor shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Contract.

iii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Contractor in violation of §8 may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of §8.

iv. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Deliverable, Good or Service, software, or Work Product provided by Contractor under this Contract (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. Contractor's obligations hereunder shall not extend to the combination of any IP Deliverables provided by Contractor with any other product, system, or method, unless the other product, system, or method is **(a)** provided by Contractor or Contractor's subsidiaries or affiliates; **(b)** specified by Contractor to work with the IP Deliverables; **(c)** reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available

product, system, or method capable of performing the same function; or **(d)** is reasonably expected to be used in combination with the IP Deliverables.

V. Accessibility

i. Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability,* as established by the Governor's Office Of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

ii. Contractor shall indemnify, save, and hold harmless the state, its employees, agents and assignees (collectively, the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Contractor's failure to comply with §§24-85-101, *et seq*., C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S.

iii. The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, *et seq*., C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S.

W. Other

i. Compliance with State and Federal Law, Regulations, & Executive Orders

Contractor shall comply with all State and, if Federal funding is involved, Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Contract.

19. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

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

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined

in §24-37.5-102(2.6), C.R.S., then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

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

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR.

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor 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 Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

Contractor 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, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109, C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

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

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

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 Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, et seq.,

C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

20. DEPARTMENT OF HUMAN SERVICES PROVISIONS

A. Exclusion, Debarment and/or Suspension

Contractor represents and warrants that Contractor, its employees, agents, assigns, or Subcontractors, are not presently excluded from participation, debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program by any federal or State of Colorado department or agency. If Contractor, its employees, agents, assigns, or Subcontractors, are excluded from participation, or becomes otherwise ineligible to participate in any such program during the term of this Contract, Contractor shall notify the State in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to Contractor, the State may immediately terminate this Contract.

B. Emergency Planning

If Contractor provides Work that is an extension of State work performed as part of the State of Colorado Emergency Operations Plan or for a publicly funded safety net program, as defined by C.R.S. § 24-33.5-701 et seq., Contractor shall perform the Work in accordance with the State's Emergency Operations Plan or continuity of operations plan in the event of an emergency. If requested, Contractor shall provide a plan and reporting information to ensure compliance with the State's Emergency Operations Plan and C.R.S. § 24-33.5-701 et seq.

C. Restrictions on Public Benefits

If applicable, Contractor shall comply with C.R.S. §§ 24-76.5-101 – 103 exactly as the State is required to comply with C.R.S. §§ 24-76.5-101 – 103.

D. Discrimination

Contractor shall not:

i. discriminate against any person on the basis of gender, race, ethnicity, religion, national origin, age, sexual orientation, gender identity, citizenship status, education, disability, socio-economic status, or any other identity.

ii. exclude from participation in, or deny benefits to any qualified individual with a disability, by reason of such disability.

Any person who thinks he/she has been discriminated against as related to the performance of this Contract has the right to assert a claim, Colorado Civil Rights Division, C.R.S. §24-34-301, et seq.

E. Criminal Background Check

Pursuant to C.R.S. §27-90-111 and CDHS Policy VI-2.4, any independent contractor, and its agent(s), who is designated by the Executive Director or the Executive Director's designee to be a contracting employee under C.R.S. §27-90-111, who has direct contact with vulnerable persons in a state-operated facility, or who provides state-funded services that involve direct contact with vulnerable persons in the vulnerable person's home or residence, shall:

i. submit to and successfully pass a criminal background check, and

ii. report any arrests, charges, or summonses for any disqualifying offense as specified by C.R.S. §27-90-111 to the State.

Any Contractor or its agent(s), who does not comply with C.R.S. §27-90-111 and CDHS Policy VI-2.4, may, at the sole discretion of the State, be suspended or terminated.

F. Fraud Policy

Contractor shall comply with the current CDHS Fraud Policy.

G. C-Stat - Performance Based Program Analysis and Management Strategy (C-Stat Strategy)

Without any additional cost to the State, Contractor shall collect and maintain Contract performance data, as determined solely by the State. Upon request, Contractor shall provide the Contract performance data to the State. This provision does not allow the State to impose unilateral changes to performance requirements.

H. COVID-19 Pandemic

CDHS operates many facilities across the State and with regard to the COVID-19 Pandemic, Contractor may be subject to local or state public health orders, Department policy, individual facility policy, or any other requirement that could impose additional requirements on the Contractor. If so, Contractor shall promptly comply upon notice.

21. THIRD PARTY CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S, if Contractor is to be granted access to Personal Identifying Information through a database or automated network that is not publicly available information, Contractor certifies, and will certify annually, under penalty of perjury that Contractor has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

If Contractor's agents, employees, assigns or Subcontractors require certification pursuant to § 24-74-105, C.R.S., Contractor shall require annually that its agents, employees, assigns or Subcontractors sign and date the following certifications as applicable, which shall be made available to the State upon request:

> **For an individual:** *Pursuant to § 24-74-105, C.R.S., I hereby certify under the penalty of perjury that I have not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.*
>
> **For and entity/organization:** *Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.*
>
> *I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.*

REST OF PAGE INTENTIONALLY LEFT BLANK

COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

SAMPLE OPTION LETTER (IF APPLICABLE)

State Agency Insert Department's or IHE's Full Legal Name	**Option Letter Number** Insert the Option Number (e.g. "1" for the first option)
Contractor Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	**Original Contract Number** Insert CMS number or Other Contract Number of the Original Contract
Current Contract Maximum Amount Initial Term State Fiscal Year 20xx $0.00 Extension Terms State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 Total for All State Fiscal Years $0.00	**Option Contract Number** Insert CMS number or Other Contract Number of this Option **Contract Performance Beginning Date** Month Day, Year **Current Contract Expiration Date** Month Day, Year

1. OPTIONS:

A. Option to extend for an Extension Term
B. Option to change the quantity of Goods under the Contract
C. Option to change the quantity of Services under the Contract
D. Option to modify Contract rates
E. Option to initiate next phase of the Contract

2. REQUIRED PROVISIONS:

A. For use with Option 1(A): In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.

B. For use with Options 1(B and C): In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.

C. For use with Option 1(D): In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.

D. For use with Option 1€: In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.

E. For use with all Options that modify the Contract Maximum Amount: The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

3. Option Effective Date:

The effective date of this Option Letter is upon approval of the State Controller or , whichever is later.

STATE OF COLORADO INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE SAMPLE ONLY – DO NOT SIGN By: Name & Title of Person Signing for Agency or IHE Date: SAMPLE ONLY – DO NOT SIGN	In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. **STATE CONTROLLER** SAMPLE ONLY – DO NOT SIGN Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval Option Effective Date: SAMPLE ONLY – DO NOT SIGN

COLORADO
Department of Early Childhood

Colorado Department of Early Childhood

VENDOR CONTACT INFORMATION SHEET

Legal Name of Vendor as it should appear on the Contract/Purchase Order including any dba:
Gunnison County

Address: 220 N. Spruce Street

City: Gunnison **State:** CO **Zip Code:** 81230 **County:** Gunnison

FEIN # 84-60007700 **State of Incorporation** Colorado

All Vendors must have a SAM.gov UEI# (except Individuals)
SAM.gov Unique Entity Identifier (UEI) # NSN9FAGKEDJ9

Does your agency have a Federally Negotiated or State Negotiated Indirect Rate? Yes ☐ No ☐
If Yes, please send a copy of the approval letter with this form.

Secretary of State ID # NA **Fiscal Year End Date (MM/DD)** 12/2024

Type of Entity (please mark one):

- ☐ **Individual** (only Entity Type that does not require SAM.gov UEI #)
- ☐ **Professional Corporation (PC)**
- ☐ **Sole Proprietor**
- ☐ **Not-For-Profit Corporation**
- ☐ **Limited Liability Company (LLC)**
- ☐ **Joint Venture**
- ☐ **For-Profit**
- ☐ **Limited Liability Partnership (LLP)**
- ☑ **Government**

Primary Contact to Receive ALL Correspondence:

Name: Lana Athey
Title: Early Childhood Services Supervisor
Email: lathey@gunnisoncounty.org
Phone: 970.641.3244

CFO or Financial Contact:

Name: Jody Wise
Title: Senior Accountant
Email: jwise@gunnisoncounty.org
Phone: 970.641.7679

Individual Signing Contract:

Name: Matthew Birnie
Title: County Manager
Email: mbirnie@gunnisoncounty.org
Phone: 970.641.0248

Invoice Contact:

Name: Jody Wise
Title: Senior Accountant
Email: jwise@gunnisoncounty.org
Phone: 970.641.7679

Additional Contacts for DocuSign Review:

The Department of Early Childhood collects signatures via DocuSign. Please list below any individuals that need to be included in the DocuSign process prior to the final signature (example: Director's Assistant, Attorney, etc):

Name: Holly Perry
Title: Administrative Assistant II
Email: hperry@gunnisoncounty.org
Sign or CC? CC

Vendor Specific Instructions for Emails of Preliminary Approval/DocuSign (example: PI/Faculty Member Name):

Is your agency set up for Electronic Deposit with the State of CO? Yes X No ____

If Yes, please list the last 4 digits of the account number payments should be sent to: 9411

How long does your agency and/or board need to review and return the signed contract? 2 weeks

IMPORTANT – When submitted with a Solicitation, please complete the following:
Vendor should read the entire Solicitation document before submitting a Bid/Proposal/Quote. Solicitation is subject to the conditions stipulated and in accordance with the specifications set forth and/or attached to the Solicitation. All Solicitations shall be quoted F.O.B. destination, unless otherwise specified, to the delivery location or job site listed in the Solicitation.

ELECTRONIC OR PRINTED SIGNATURE FROM AUTHORIZED SIGNATORY

Date

COLORADO
Department of Early Childhood

EMBEDDING EQUITY, DIVERSITY, AND INCLUSION
STRATEGY IMPLEMENTATION OPPORTUNITY

CDEC supports communities to bolster their Equity, Diversity and Inclusion practices in all aspects of their work. In doing so, additional funding to support implementation is being provided. Please note that these funds are for EDI specific strateg(ies)ready for implementation only. (Funding to support EDI *planning* may be available next federal fiscal year depending on availability of funds).

A. Please identify the strategy/strategies that you are proposing to implement to bolster EDI work in your project.

Strategies: 1) Increase bilingual access to parenting supports, such as PAT, Love and Logic, monthly parenting support, outreach and engagement. 2) Spanish Family Friend and Neighbor Care outreach and support 3) Workforce and Employment Pathways, focused on creating pathway to licensed childcare, but also helping with workforce supports such as driver's license trainings, consulate documentation assistance, connections to community resources for businesses 3) Leadership Opportunities for parents who are disparately affected, such as immigrants and people lived experience of drug misuse. 4) Increase summer child care and respite child care.

B. In preparation for implementation, please describe how you have addressed the following in your planning:

1. What under-represented groups are in your community? Our community has primarily Spanish speaking immigrants, with 10-15% of our population is Spanish speaking. Spanish speaking immigrants are from countries such as Mexico, Central and South America. Also included in that group are several indigenous groups of people from Mexico and Guatemala who speak Spanish as a second language. The other main under-represented group are low-income parents with lived experience of drug misuse.

2. What disparate outcomes for under-represented children and their families have you identified? One of the primary disparate outcomes has been in increased suicidality for Latino children in recent years. Past Colorado Children's Campaign data indicated poor school performance on English CMAS when compared to Hispanic kids. We have also identified substance misuse as a primary factor in child welfare involved families.

a) How did you identify those outcomes?

This has been identified by survey data including Healthy Kids Colorado Data, reports from the Colorado Children's Campaign for Gunnison County, and from the data collected by the Child Protection Team led by Gunnison County Health and Human Services. These data have been shared through various community coalitions, such as the GCSAPP focused on youth, the ECC, focused on young children, and the Child Protection Team focused on the child welfare program.

b) What does the data show?

Hispanic Youth are struggling with mental health and in particular suicidality: Fourteen percent of Hispanic youth in the Gunnison Watershed School District attempted suicide in 2019 compared to the District average of 5.1 percent and in 2021

Colorado Children's Campaign data on Gunnison Watershed School District Data from 2017 showed that while 49% of white students met or exceeded expectations in English Language Arts on CMAS only 27% of Hispanic youth did, indicating a significant disparity in school outcomes by race and ethnicity. Similarly, we saw 25 plus point achievement gaps in 2014 on Reading and Math proficiency between children who qualify Free and Reduced Lunch and those who do not.

Gunnison County Child Protection Team is a group of agency representatives that meets to review current child welfare cases. For several years the group did a process of data collection identifying certain factors that were present and/or contributing to child abuse and neglect referrals. One of the top factors the group identified was substance misuse.

3. How will the CBCAP policy/program/practice strategy for which you are applying for funding help address these disparities?

Strategies: 1) Increase bilingual access to parenting supports, such as PAT, Love and Logic, monthly parenting support, outreach and engagement, as well as health navigation services. This strategy will increase protective factors related to all 5 protective factors and be specifically tailored to immigrants and people with lived experience of substance misuse 2) Spanish Family Friend and Neighbor Care outreach and support will increase protective factors related to concrete support in times of need as well as improve the quality of child care. Quality Early childhood education has lasting long term effects for future families and their ability to success in the K-12 system and in the workforce. 3) Workforce and Employment Pathways, focused on creating pathway to licensed childcare, but also helping with workforce supports such as driver's licenses, connections to community resources for businesses. This work helps provide concrete support in times of need, helping immigrant families be able to work and provide basic needs for their families. This workforce development helps families be more successful in the workforce and integrate into their new communities. 3) Leadership Opportunities for parents who are disparately affected, such as immigrants and people lived experience of drug misuse. These opportunities ensure that the programs developed are appropriate and successful, as well as provide opportunities for parents to build their strengths and skills. 4) Increase summer child care and respite care. This strategy is a concrete support in times of need and is focused on low-income families or families in times of need, such as involved in child welfare, or multisystem involved. Summer child care helps families meet their basic needs by being able to work. Respite child care helps families in need during times of crisis.

4. How will under-represented groups be included in the implementation of your strateg(ies)?
We will continue to involve Spanish speaking parents in our program planning, outreach, and evaluation efforts through community engagement efforts to make sure implementation is meeting the needs of these groups of parents. We will invite parent leaders from under-represented group to participate in the Leadership group for the Child Maltreatment Prevention project so that there is accountability and parental voice at the table.

5. How will the proposed policy, practice or program impact the identified under-represented group(s)?

We expect that these programs will provide direct supports, improve parental knowledge, and essentially help parents be resilient as they raise their children in our community. We expect child outcomes to improve such as child social and emotional skills, outcomes, and educational achievement. We expect to see workforce development for under-represented groups, with better access to basic needs such as food, housing, and education.

6. Have you developed a plan to track and adjust the strateg(ies), if needed? Please explain.

We have committed to using the quarterly Leadership meetings as a shared space to monitor the plan implementation, include community voice, and make adjustments to implementation and adjust strategies. We will use a process of continuous quality improvement to inform the implementation of our plan.

a) Is this process transparent and inclusive?
Yes, this meeting will be inclusive of under-represented groups, will include interpretation if needed, and will be designed to ensure parents feel comfortable at the table through meeting co-design processes. Transparency will be achieved through regular communication, processes, such as budget reviews, and agenda space for parental voice.

7. How does this policy or program reduce trauma and support the healthy development of under-represented groups?
This program will reduce trauma by addressing protective factors for immigrant families in our community. By going upstream and reducing caregiver stress we will see less child abuse and neglect. The healthy development of children will be increased by individualized parental support, building social connections through parenting events, and increased knowledge of child development. Workforce development for immigrants is also being addressed through opportunities for professional development through the Family Friend and Neighbor programs, work with licensed early childhood providers, and assistance for families to navigate systems that help them in their ability to work, such as helping with driver's license, health insurance, and documents from their home countries.

8. What else is important to know about your proposed EDI work in your community?

K. Signature Page

Vendor Name	Gunnison County
Vendor Address	220 N. Spruce Street, Gunnison CO 81230
Vendor Contact Name	Lana Athey
Vendor Contact Email	lathey@gunnisoncounty.org
Vendor Contact Phone	970-642-4667
Does the Vendor have any perceived, potential, or apparent conflicts of interest? If so, please disclose them.	No
Is the Vendor a Service Disabled Veteran Owned Small Business pursuant to C.R.S. §24-103-905?	No
Is the Vendor currently on any debarred list?	No
Name of person authorized to submit this application	
Signature from an authorized individual. Signatures may be physical or electronic as defined by the Uniform Electronic Transactions Act. Some examples of acceptable signatures are DocuSign, Adobe, or scanned physical copies.	

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contract Agreement; Gunnison-Crested Butte Regiona

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and Oldcastle SW Group, Inc. dba United Companies

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Contract agreement with United Companies to perform the work for AIP 63, 64, and 65 for the GA Ramp Rehabilitation and Taxiway Connectors (A4-A8) projects.

Fiscal Impact: AIP Project

Submitted by: Stephanie Petsch **Submitter's Email Address:** spetsch@gunnisoncounty.org

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 3/13/2024

County Attorney Review: (•) Required ( ) Not Required

Comments:
Although CA would prefer that insurance requirements of Section 70-21 meet the CGIA requirements of 1.195MM instead of 1MM, this is not legally fatal to the agreement, and overall the agreement contains the terms CA would normally recommend for this type of service. Given the urgent business need of the agreement, therefore, CA deems contract legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 3/15/2024 Certificate of Insurance Required Yes (•) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/15/2024

(•) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 3/19/2024

Revised April 2015

CONTRACT AGREEMENT

Gunnison - Crested Butte Regional Airport
Gunnison, Colorado
AIP PROJECT NO. 3-08-0030-063/064/065-2023

THIS AGREEMENT, made and entered into this _____ day of _____, 20 23 , by and between Gunnison County, Party of the First Part, hereinafter referred to as the "Owner", and Oldcastle SW Group, Inc. dba United Companies Party of the Second Part, hereinafter referred to as the "Contractor," for the construction of airport improvement including _____ _____ and other incidental work at the Gunnison - Crested Butte Regional Airport.

WITNESSETH:

ARTICLE 1. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Owner, the said Contractor shall furnish all labor, equipment, and material and shall perform all work necessary to complete the improvements in a good and substantial manner, ready for use, and in strict accordance with this Contract, a copy of which is filed pursuant to law in the office of the legal representative of the Owner.

ARTICLE 2. It is hereby further agreed that in consideration of the faithful performance of the work by the Contractor, the Owner shall pay the Contractor the compensation due him/her by reason of said faithful performance of the work, at stated intervals and in the amount certified by the Engineer, in accordance with the provisions of this Contract.

ARTICLE 3. It is hereby further agreed that, at the completion of the work and its acceptance by the Owner, all sums due the Contractor by reason of his faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid the Contractor by the Owner after said completion and acceptance.

ARTICLE 4. It is hereby further agreed that any references herein to the "Contract" shall include "Contract Documents" as the same as defined in Paragraph 10-16, Section 10 of the General Provisions and consisting of the Invitation for Bid, Instruction to Bidders, all issued Addenda, Proposal, Statement of Qualifications, Anticipated Sub-Contracts, Form of Proposal Guaranty, Notice of Award, Contract Agreement, Performance & Payment Bonds, Notice to Proceed, Notice of Contractor's Settlement, Wage Rates, General Provisions, Special Provisions, Plans, Technical Specifications, attached appendices and all documents incorporated by reference. Said "Contract Documents" are made a part of the Contract as if set out at length herein. Said Contract Agreement is limited to the items in the proposal as signed by the "Contractor" and included in the "Contract Documents."

ARTICLE 5. The Contractor agrees to perform all the work described in the Contract Documents for the unit prices and lump sums as submitted in the Bid, taking into consideration additions to or deductions from the Total Bid by reason of actual quantities measured, alterations or modifications of the original estimated quantities or by reason of "Extra Work" authorized under this Agreement in accordance with the provisions of the Contract Documents.

ARTICLE 6. The Contractor agrees to commence work within ten (10) calendar days after the receipt of a Notice to Proceed and the Contractor further agrees to complete said work within 105 calendar day(s). Extensions of the Contract time may only be permitted execution of a formal modification to Contract Agreement as approved by the Owner. Liquidated damages in the amount of $ 500.00/calendar day(s) shall be paid to the Airport for that time which exceeds the number of Calendar days allowed in this paragraph. In addition, up to $2,300.00/calendar day(s) for the construction manager plus up to $2,300.00/calendar day(s) for each additional resident engineer plus any incurred expenses (per diem, lodging, etc.) will be charged to the Contractor for that time which exceeds the number of Calendar days allowed in this paragraph. Further, each phase of work under the project has additional liquidated damage clauses, as outlined in Section 80-08 FAILURE TO COMPLETE ON TIME.

ARTICLE 7. The amount of money appropriated will be equal to or in excess of the contract amount as forth in the notice(s) to proceed. Change orders requiring additional compensable work to be performed, which cause the aggregate amount payable under the contract to exceed the amount appropriated for the original contract, are prohibited unless the contractor is given written assurance by owner that lawful appropriations to cover costs of the additional work have been made or unless such work is covered under a remedy granting provision of the contract. Notwithstanding anything to the contrary in the Contract Documents the Contractor hereby acknowledges and agrees that Owner's performance under the contract is subject to receipt of funds from the FAA and further is subject to annual appropriation by Owner in accordance with a budget adopted by Gunnison County in compliance with the provisions of Article 25, Title 30 of the Colorado Revised Statutes, the Local Government Budget Law (C.R.S. 29-1-101 et. seq.) and the Tabor Amendment (Colorado Constitution, Article X, Sec. 20). Owner may issue multiple Notice(s) to Proceed in incremental stages as funding becomes available.

The total estimated cost for AIP project #3-08-0030-063/064/065-2023 thereof to be Three Million, Thirteen Thousand, One Hunred Forty Dollars and Fifty Cents ($ 3,013,140.50).

IN WITNESS WHEREOF, the Party of the First Part and the Party of the Second Part, respectively, have caused this Agreement to be duly executed in day and year first herein written in five (5) copies, all of which to all intents and purposed shall be considered as the original.

CONTRACTOR, Party of the Second Part

Oldcastle SW Group, Inc. dba United Companies

By: _____

Kyle Alpha

Vice-President

(Office or Position of Signer)

OLDCASTLE SW GROUP, INC. CORPORATE SEAL COLORADO

(SEAL)

ATTEST: _____

Dorothy Feil, Assistant Secretary

(Office or Position of Signer)

OWNER, Party of the First Part

_____

By: _____

_____

(Office or Position of Signer)

(SEAL)

ATTEST: _____

_____

(Office or Position of Signer)

Bond No. 9444855

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That Oldcastle SW Group, Inc. dba United Companies, as Principal, hereinafter called Contractor, and Fidelity and Deposit Company of Maryland as Surety, licensed to do business as such in the State of Colorado, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns, unto Gunnison County, Gunnison, Colorado, as Obligee, and hereinafter called Owner, in the penal sum of Three Million Thirteen Thousand One Hundred Forty and 50/100--------- Dollars ($ 3,013,140.50---------) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement, entered into a contract with Gunnison County for General Aviation Ramp Reconstruction, which contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if in connection with the Contract including all duly authorized modifications thereto, prompt payment shall be made to all laborers, subcontractors, teamsters, truck drivers, owners or other suppliers of equipment employed on the job, and other claimants, for all labor performed in such work whether done for the prime contractor, a subcontractor, the Surety, a completion contractor or otherwise (at the full wage rates required by any law of the United States or of the State of Colorado, where applicable), for services furnished and consumed, for repairs on machinery, for equipment, tools, materials, lubricants, oil, gasoline, water, gas, power, light, heat, oil, telephone service, grain, hay, feed, coal, coke, groceries and foodstuffs, either consumed, rented, used ore reasonably required for use in connection with the construction of the work or in the performance of the Contract and all insurance premiums, both for compensation and for all other kinds of insurance on the work, for sales taxes and for royalties in connection with, or incidental to, the completion of the Contract, in all instances whether the claim be directly against the Contractor, against the Surety or its completion contractor, through a subcontractor or otherwise, and, further, if the Contractor shall defend, indemnify and hold Gunnison County harmless from all such claims, demands or suits by any such person or entity, then this obligation shall be void; otherwise it shall remain in full force and effect.

Any conditions legally required to be included in a payment bond on this contract, including but not limited to those set out in the applicable Colorado state section of the Owner Charter, are included herein by reference.

The Surety agrees that, in the event that the Contractor fails to make payment of the obligations covered by this bond, it will do so and, further, that within forty-five (45) days of receiving, at the address given below, a claim here under stating the amount claimed and the basis for the claim in reasonable detail, it (a) will send an answer to the claimant, with a copy to the Owner, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed and (b) will pay any amounts that are undisputed. The amount of this bond shall be reduced by and to the extent of any payment of payments made in good faith here under.

While this bond is in force, it may be sued on at the instance of any party to whom any such payment is due, in the name of the Owner, to the use of such party. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

WAIVER. The said Surety, for value received, hereby expressly agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, shall in any wise affect the obligations of this bond, and it does hereby waive notice of any such change, extension of time, or alteration or addition to the terms of the contract or the work to be performed thereunder.

No suit shall be commenced or pursued hereunder other than in a state court of competent jurisdiction in Gunnison, Colorado, or in the United States District Court for the District of Colorado.

IN WITNESS WHEREOF, the above parties have executed this instrument the 16th day of November, 2023.

SIGNATURE OF PRINCIPAL (as applicable)

A. Individual, partnership or joint venture

_____
(Signature of sole proprietor or general partner)

B. Corporation

Oldcastle SW Group, Inc. dba United Companies
Name of Corporate Principal

Attest: _____
Greg White, Asst. Secretary (affix seal)

By _____
Kyle Alpha, Vice President

OLDCASTLE SW GROUP, INC. CORPORATE SEAL COLORADO

SIGNATURE OF SURETY

Name and address of Corporate Surety

Fidelity and Deposit Company of Maryland

1299 Zurich Way, 5th Floor, Schaumburg, IL 60196-1056

By _____ (seal)
Attorney in Fact (attach power of attorney)
Stephanie Gross, Attorney-in-Fact

ACCEPTANCE BY

The foregoing bond is approved.

Date _____ By _____

The foregoing bond is in due form according to law and is approved.

Date _____ By _____

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Stephanie Gross, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 27th day of September, A.D. 2023.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 27th day of September, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 16th day of November, 2023.



Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

Bond No. 9444855

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That Oldcastle SW Group, Inc. dba United Companies as Principal, hereinafter called Contractor, and Fidelity and Deposit Company of Maryland as Surety, licensed to do business as such in the State of Colorado, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns, unto Gunnison County, Gunnison, Colorado, as Obligee, hereinafter called Owner, in the penal sum of Three Million Thirteen Thousand One Hundred Forty and 50/100--------- Dollars ($ 3,013,140.50---) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS,

Contractor has by written agreement, entered into a contract with Gunnison County for General Aviation Ramp Reconstruction, which contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor shall promptly and faithfully perform said Contract including all duly authorized changes thereto, according to all the terms thereof, including those under which Contractor agrees to pay legally required wage rates including the prevailing hourly rate of wages in the locality, as determined by the Department of Labor and Industrial Relations or by final judicial determination, for each craft or type of workman required to execute the contract, and, further, shall defend, indemnify and hold the Owner harmless from all damages, loss and expense occasioned by any failure whatsoever of said Contractor and Surety to fully comply with and carry out each and every requirement of the contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

In the event that Contractor shall be and is declared by the Owner to be in default under the Contract, the Owner having performed its obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Owner , and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable here under, the penal sum of the bond. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by the Owner to Contractor under the Contract and any amendments thereto, disbursed at the rate provided in the original contract, less the amount properly paid by the Owner to the Contractor. If the completion contract provides for more rapid payment than the Contract, then Surety shall advance such sums as are needed to make payment as provided in the completion contract and shall recover it from the Owner when payment from the Owner is due.

No suit shall be commenced or pursued hereunder other than in a state court of competent jurisdiction in Gunnison, Colorado, or in the United States District Court for the District of Colorado.

WAIVER. The said surety, for value received, hereby expressly agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, shall in any wise affect the obligations of this bond; and it does hereby waive notice of any such change, extension of time, or alteration or addition to the terms of the contract or the work to be performed thereunder.

IN WITNESS WHEREOF, the above parties have executed this instrument the 16th day of November, 2023.

SIGNATURE OF PRINCIPAL (as applicable)

A. Individual, partnership or joint venture

_____
(Signature of sole proprietor or general partner)

B. Corporation

Oldcastle SW Group, Inc. dba United Companies
Name of Corporate Principal

Attest: _____
Greg White, Asst. Secretary (affix seal)

By _____
Kyle Alpha, Vice President

OLDCASTLE SW GROUP, INC. CORPORATE SEAL COLORADO

SIGNATURE OF SURETY

Name and address of Corporate Surety

Fidelity and Deposit Company of Maryland

1299 Zurich Way, 5th Floor, Schaumburg, IL 60196-1056

By _____ (seal)
Attorney in Fact (attach power of attorney)
Stephanie Gross, Attorney-in-Fact

ACCEPTANCE BY

The foregoing bond is approved.

Date _____ By _____

The foregoing bond is in due form according to law and is approved.

Date _____ By _____

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Stephanie Gross, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 27th day of September, A.D. 2023.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

SEAL SEAL SEAL

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 27th day of September, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025

GENEVIEVE M. MAISON NOTARY PUBLIC BALTIMORE COUNTY, MD

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 16th day of November, 2023.



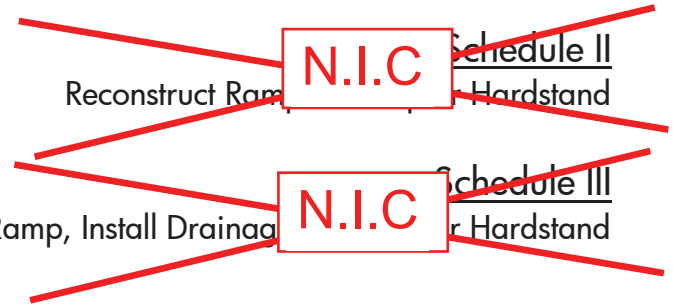
Thomas O. McClellan
Vice President

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Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

CONTRACT DOCUMENTS

Schedule I
Reconstruct Ramp and Install Drainage



Schedule II
Reconstruct Ram Hardstand

Schedule III
Reconstruct Ramp, Install Drainag Hardstand

AIP Project No. 3-08-0030-063, 064-2023

Gunnison-Crested Butte Regional Airport

Gunnison, Colorado

Sponsored By:
Gunnison County, Colorado
Federal Aviation Administration
CDOT Aeronautics

Issued for Construction
December 12, 2023

JVIATION®
A WOOLPERT COMPANY
720 South Colorado Boulevard | Suite 1200-S | Glendale, CO | 80246
Main 303.524.3030
JVIATION.COM

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INVITATION FOR BIDS

Gunnison - Crested Butte Regional Airport
Gunnison, Colorado
AIP Project No. 3-08-0030-063/064-2023

Sealed bids, subject to the conditions contained herein, for improvements to the Gunnison - Crested Butte Regional Airport, Gunnison, Colorado, AIP Project No. 3-08-0030-063/064-2023 will be received by the Gunnison - Crested Butte Regional Airport, Airport Manager's Office, Gunnison, Colorado, 81230, until Tuesday, June 27, 2023, at 1:00 p.m., and then publicly opened and read aloud.

The work involved will include the following:

Schedule I - Reconstruct Ramp and Install Drainage
~~Schedule II - Reconstruct Ra[illegible]r Hardstand~~
~~Schedule III - Reconstruct Ra[illegible]rainage, and Repair Hardstand~~

N.I.C

The approximate quantities of major bid items involved in the proposed work are:

C-100 – Contractor Quality Control Program	1 EA
P-101 –Pavement Removal – Full Depth	43,000 SY
P-152 – Unclassified Excavation	23,000 CY
P-154 – Subbase Course (9.5-Inch)	10,400 CYf
P-209 – Crushed Aggregate Base Course	7,300 CY
P-401 – Bituminous Paving Course (PG 76-34)	9,500 TON
P-401 – Bituminous Paving Course (PG 58-34)	11,000 TON
D-701 – Install 30 Inch RCP, Class V	700 LF
D-705 – Install 6-Inch Perforated Polyethylene Pipe Underdrain	750 LF

Construction for this project is expected to take 105 calendar day(s).

Contract Documents. The complete set of Specifications and Contract Documents can be downloaded from Jviation, Inc.'s bid site (http://bid.jviation.com). beginning on May 22, 2023. In order to submit a responsive bid as a Prime Contractor and to receive all necessary addendum(s) for this project, you must be on the Planholder's List. To view all planholder documents (contract documents, plans and addendums) you must fill out the online form located at (https://jviation.com/bid-request/). By filling out and submitting this form, you agree to be publicly listed on the bid site with your contact information as a planholder for all projects requested. **It is the planholder's responsibility to review the site for addendums and changes before submitting their proposal. This includes review for environmental changes. Environmental changes during construction could take up to four weeks for approval.** For additional information, please contact us via email at bid.info@woolpert.com.

*Note that contractors will NOT be automatically added to new projects. You will need to re-submit the online form for access to new projects. Once granted access, additional projects will use your same login credentials. **Note:** Plan ahead when submitting the online request form and allow up to 2 business days for approval and access to projects.

Pre-Bid Conference. The pre-bid conference for this project will be held on June 7, 2023 at 1:00 p.m., in the Airport Administration Conference Room at the Gunnison - Crested Butte Regional

Airport, 519 Rio Grande Ave, Gunnison, CO. 81230. All bidders are required to examine the site to become familiar with all site conditions prior to submitting their bid.

Bid Conditions. The bidder is required to provide all information as required within the Contract Documents. The bidder is required to bid on all items of every schedule or as otherwise detailed in the Instructions to Bidders.

Bids may be held by Gunnison County for a period not to exceed 120 calendar days from the date of the bid opening for the purpose of evaluating bids prior to award of contract.

The right is reserved, as Gunnison County may require, to reject any and all bids and to waive any informality in the bids received.

All questions regarding the bid are to be directed to Jesse Erickson with Jviation, Inc., 720 South Colorado Blvd., Suite 1200-S, Glendale, Colorado, 80246, (303) 524-3030, Fax: (303) 524-3031, or email Jesse.Erickson@woolpert.com.

Bid Bond. Guarantee will be required with each bid as a certified check on a solvent bank or a Bid Bond in the amount of five (5) % of the total amount of the bid, made payable to Gunnison County.

Performance & Payment Bond. The successful bidder will be required to furnish separate performance and payment bonds each in an amount equal to 100% of the contract price.

Airport and Airway Improvement Act of 1982 as Amended. In accordance with the Davis-Bacon Act, as amended, the Contractor will be required to comply with the wage and labor requirements and to pay minimum wages in accordance with the schedule of wage rates established by the United States Department of Labor.

Equal Employment Opportunity and Affirmative Action Requirement. The proposed contract is under and subject to 41 CFR Part 60-4 and Executive Order 11246 of September 24, 1965, as amended, and to the equal opportunity clause and the Standard Federal Equal Employment Opportunity Construction Contract specifications including the goals and timetables for minority and female participation.

Title VI Solicitation Notice: Gunnison County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

DBE Requirement.

Bid Information Submitted as a matter of responsiveness:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

(1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
(2) A description of the work that each DBE firm will perform;
(3) The dollar amount of the participation of each DBE firm listed under (1)
(4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
(5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
(6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

The bidder shall make good faith efforts, as defined in Appendix A of 49 CFR Part 26, Regulations of the Office of the Secretary of Transportation, to subcontract 0.40 % of the dollar value of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE). In the event that the bidder for this solicitation qualifies as a DBE, the contract goal shall be deemed to have been met. Individuals who are rebuttably presumed to be socially and economically disadvantaged include, women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans. The apparent successful bidder will be required to submit information concerning the DBE's that will participate in this contract. The information will include the name and address of each DBE, a description of the work to be performed by each named firm, and the dollar value of the contract. If the bidder fails to achieve the contract goal stated herein, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so. A bid that fails to meet these requirements will be considered non-responsive. Those firms currently certified as DBE's by the Colorado Department of Transportation are eligible to participate as DBE's on this contract. A list of these firms can be obtained from the State, the consulting engineer, or the Sponsor.

FAA Buy American Preference

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,1 U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The

Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

[1] Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

Trade Restriction Certification

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

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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

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

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

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

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

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

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

Notice Of The Requirement For Affirmative Action To Ensure Equal Employment Opportunity

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

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

Timetables

Goals for minority participation for each trade:	10.2 %
Goals for female participation in each trade:	6.9%

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

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the

Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

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

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Colorado, Gunnison County, Town of Gunnison.

Federal Fair Labor Standards Act (Federal Minimum Wage)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The *Contractor* has full responsibility to monitor compliance to the referenced statute or regulation. The *Contractor* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

Certification of Offeror/Bidder Regarding Debarment

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Other Federal Provisions Award of contract is also subject to the following Federal Provisions:

- Civil Rights – Title VI Assurances
- Lobbying Federal Employees
- Recovered Materials
- Other Federal Provisions included in Part A of the Special Provisions

Gunnison County
Gunnison, Colorado

INSTRUCTIONS TO BIDDERS

Hereinafter in these Contract Documents including these Instructions to Bidders, Sponsor/Owner refers to Gunnison County and Engineer refers to Jviation, Inc., 720 South Colorado Blvd., Suite 1200-S, Glendale, Colorado, 80246.

1. Submission of Bids

a. **Division 2 of the Contract Documents shall be completed and submitted in its entirety, in order for the bid to be considered responsive.**

b. **Qualifications shall be furnished as described in Division 4, Section 20, with the bid proposal.**

c. Bids are to be submitted in a sealed envelope to Gunnison - Crested Butte Regional Airport, 519 Rio Grande Ave, Gunnison, CO. 81230, Gunnison, Colorado, 81230.

d. Date/Time: Bids shall be received on or before: Tuesday, June 27, 2023, at 1:00 p.m., Airport Administration Conference Room.

e. Bidding Documents: Bidding documents must be downloaded from Jviation, Inc.'s bid site (http://bid.jviation.com). **Note:** Plan ahead when submitting the online request form and allow up to 2 business days for approval and access to projects.

f. **Bid Bond is required if total bid exceeds $20,000.00.**

2. Pre-Bid Conference

A site pre-bid is scheduled for Wednesday, June 7, 2023, at 1:00 p.m., located at the Gunnison - Crested Butte Regional Airport, 519 Rio Grande Ave, Gunnison, CO. 81230, Gunnison, Colorado, 81230, Airport Administration Conference Room.

3. Late Bids/Late Modifications of Bids

a. Bids received in the office designated under Item 1 above, after the exact time set for opening are considered "late bids", and will not be accepted by the Bid Opening Official. Bidders are solely responsible for insuring their bids arrive on time and to the place of bids specified in the Invitation For Bid.

b. The Owner will not consider a late bid or late modification of bid unless received prior to contract award and -

(1) There is conclusive evidence that the bid was submitted to the office designated in Item 1 above, on time and was mishandled by the Gunnison - Crested Butte Regional Airport (i.e., lost or misplaced) staff responsible for handling/receiving bids. Mishandling by other units or offices at the Gunnison - Crested Butte Regional Airport does not constitute airport staff.

(2) Or - it was the only bid received.

4. Mistakes in Bids - Confirmation of Bid

When it appears from a review of the bid that a mistake has been made, the bidder may be requested to confirm their bid. Situations in which the confirmation may be requested include obvious, apparent errors on the face of the bid or a bid unreasonably lower than the other bids submitted. All mistakes in bids will be handled in accordance with the Gunnison County/Gunnison - Crested Butte Regional Airport policy.

5. Minor Informalities/Irregularities in Bids

a. A minor informality or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is considered immaterial when the effect on price, quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the services being acquired.

b. If the Owner determines that the bid submitted contains a minor informality or irregularity, then the Director shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid, or waive the deficiency, whichever is to the advantage of the Owner. In no event will the bidder be allowed to change the bid amount. Examples of minor informalities or irregularities include but are not limited to the following:

(1) Bidder fails to sign the Bid, but only if the unsigned bid is accompanied by other material evidence, which indicates the bidder's intention to be bound by the unsigned bid. (Such as Bid Bond, or signed cover letter which references the bid and amount of bid).

(2) Bidder fails to acknowledge an Addendum - this may be considered a minor informality only if the Addendum, which was not acknowledged, involves only a matter of form or has either no effect or merely a negligible effect on price, quantity, quality, or delivery of the item or services bid upon.

6. Rejection of Bids

Any bid that fails to conform to the essential requirements of the invitation for bids will be rejected.

a. Any bid that does not conform to the applicable specifications shall be rejected unless the invitation authorizes the submission of alternate bids and the items or services offered as alternates meet the requirements specified in the invitation for bids.

b. A bid shall be rejected when the bidder imposes conditions that would modify requirements of the invitation or limit the bidder's liability to the Owner, since to allow the bidder to impose such conditions would be prejudicial to other bidders. For example, bids shall be rejected in which the bidder:

(1) Protects against future changes in conditions, such as increased costs, if total possible costs to the Owner cannot be determined.

(2) Fails to state a price and indicates that price shall be "price in effect at time of delivery".

(3) States a price but qualifies it as being subject to "price in effect at time of delivery".

(4) Takes exceptions to the invitation for bids terms and conditions.

(5) Inserts the bidder's terms and conditions.

(6) Limits the rights of the Owner under any contract/invitation for bid clause.

7. Estimated Quantities

The quantities listed for each of the items in the bid schedule are only estimated quantities. Contractors are required to bid a firm unit cost for each item specified. The actual quantities ordered may fluctuate up or down. The unit prices proposed by each bidder will remain firm and will not be re-negotiated if the estimated quantities are not met or are exceeded. For bidding purposes, if there is a conflict between the extended total of an item and the Unit Price, the Unit Price shall prevail and be considered as the amount of the bid.

8. Number of Copies

Bidder shall submit in its sealed and marked envelope, one (1) copy of its bid, signed in ink, and, if applicable, one (1) original copy of the Bid Bond as defined under Items 1.f. and 10.

9. Identification of Bid

Bids must be returned in a sealed envelope and addressed to the Gunnison - Crested Butte Regional Airport, 519 Rio Grande Ave, Gunnison, CO. 81230, Gunnison, Colorado, 81230 and marked as follows:

Bid of _____

(Name of Contractor)

for improvements to the Gunnison - Crested Butte Regional Airport, Gunnison, Colorado, AIP Project No. 3-08-0030-063/064-2023. To be opened Tuesday, June 27, 2023, at 1:00 p.m., local time in the Airport Administration Conference Room.

Any offer that is submitted without being properly marked may be opened for identification prior to the deadline for receipt of offers and then resealed.

10. Bid Bond Requirements

A Bid Bond is required in the amount of five (5) % of the amount bid when (1) the total amount of your accumulative bid is more than $20,000 or (2) is required elsewhere in this solicitation. This Bid Bond must meet the conditions specified under Item 19 Bond Requirements and shall be submitted using the form in Division 2 of this solicitation.

11. Preparation of Bid Offer

a. Bidders are expected to examine the drawings, specifications, bid documents, proposed contract forms, terms and conditions, and all other instructions and solicitation documents. Bidders are expected to visit the job-site to determine all requirements and conditions that will affect the work. Failure to do so will not relieve a bidder from responsibility to know what is contained in this invitation for bid, or site conditions affecting the work.

b. The bidder certifies that it has checked all of its figures, and understands that the Owner will not be responsible for any errors or omissions on the part of the bidders in preparing its bid.

c. All items, (unless the invitation specifically states otherwise) including any additive or deductive alternates on the bid schedule, **must** be completely filled out or the bid will be determined non-responsive and ineligible for consideration for award.

d. The bidder declares that the person or persons signing this bid is/are authorized to sign on behalf of the firm listed and to fully bind the bidder to all the requirements of the solicitation.

e. The bidder certifies that no person or firm other than the bidder or as otherwise indicated has any interest whatsoever in this bid/offer or the contract that may be entered into as a result of this bid/offer and that in all respects the offer is legal and firm, submitted in good faith without collusion or fraud.

f. By submitting a bid, the bidder certifies that it has complied and will comply with all requirements of local, state, and federal laws, and that no legal requirements have been or will be violated in making or accepting this bid.

g. If there is a discrepancy between the unit price and the total price, the unit price shall be used to determine the applicable total.

12. Basis of Award

The Owner intends to award a contract resulting from this solicitation to the lowest, responsive, responsible bidder, whose offer, conforming to the solicitation, will be most advantageous to, and in the best interest of, the Owner, cost or price and other factors considered.

a. In addition to other factors, bid offers will be evaluated on the basis of advantages and disadvantages to the Owner that might result from offers received.

b. The Owner reserves the right to reject any or all proposals and to waive informalities and/or irregularities in the bid offer.

c. Total bid will be evaluated and awarded as follows: It is the Owner's intent to award this bid based on the **TOTAL BASE BID FOR ALL AWARDED SCHEDULES, split awards will not be made.**

d. The Owner will determine which Schedules and/or Bid Alternates will be awarded based on the received total bid amount for the schedules and/or Bid Alternates (based on unit

prices and estimated quantities) and available funding. The project award will be based on the low bid sum of the Federally Eligible Schedules awarded by the Owner. Not all Schedules and/or Bid Alternates may be awarded. A combination of Schedules and Bid Alternates may be awarded, including only a single Schedule. The numbering of the Schedules or Bid Alternates does not necessarily indicate the order of award. The project award is contingent on the availability of funding.

13. Period of Acceptance

The bidder agrees that its bid offer shall remain open for acceptance by the Owner for a period of 120 calendar days from and including the date specified in the solicitation for receipt of bids.

14. Contract Award

The signature of the bidder indicates that within thirty (30) calendar days from acceptance of its bid offer it will execute a contract with the Owner and furnish a project specific Certificate of Insurance, furnish Performance and Payment Bonds and any other documents required by the Contract Documents.

15. Notice to Proceed

Work may not start under any awarded contract until a written Notice to Proceed is issued by the Owner. The Owner may issue the Notice to Proceed any time after the contract is signed and, if required, insurance and bonds have been provided in accordance with Item 19 below.

Although the acceptance period allows for the project to be awarded within 120 calendar days from the date specified in the solicitation for receipt of bids, construction for this project is expected to take place during the 2024 Construction Season.

16. Amendments to the Solicitation

a. If this solicitation is amended, then all specifications, terms and conditions, which are not amended, remain unchanged.

b. Bidders shall acknowledge receipt of any addendum to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid offer, or (3) by letter or facsimile.

c. Acknowledged addendums must be received prior to bid opening. Bidders are encouraged to include signed addenda or initialed acknowledgement with returned bids.

17. Explanations to Prospective Bidders

Any prospective bidder desiring an explanation or interpretation of the solicitation documents, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the time for submission of bids. Oral explanations or instructions given before the opening of bids will not be binding. Any information provided to a prospective bidder during the bid preparation stage will be promptly furnished to all other prospective bidders as an addendum to the solicitation if that information is necessary in submitting bid offers or if the lack of it would be prejudicial to other prospective bidders.

18. Questions and Other Requests for Information

For all questions or requests, please direct to:

Jviation, Inc.
720 South Colorado Blvd., Suite 1200-S
Glendale, Colorado, 80246
Phone: 303-524-3030
Fax: 303-524-3031

Attention: Jesse Erickson (Jesse.Erickson@woolpert.com)

19. Bond Requirements

a. Bid (offer) Bond

(1) The bidder is required to furnish a Bid Bond in the form of certified check, cashier's check, irrevocable letter of credit, or surety Bid Bond acceptable to the Contracting Officer in the sum equal to at least 5% of the total amount of the Proposal payable without condition to Gunnison County, if: (1) the total amount of your accumulative bid is more than $20,000 or (2) is required elsewhere in this solicitation.

(2) The Bid Bond shall guarantee that the bid will not be withdrawn or modified after the time set for the receipt of bid offers, and if accepted, that the person, firm or corporation submitting same shall within thirty (30) calendar days after being notified of the acceptance of its bid offer, enter into a contract and shall, within said time, furnish the required bonds and all insurance certificates called for under this invitation for bid.

(3) The Bid Bonds of all bidders, except for the two lowest bidders, will be returned to the respective bidders only in the event a self-addressed, stamped envelope is provided along with a written request from the contractor that their Bid Bond be return. However, if a certified check or a cashier's check is submitted in lieu of the Bid Bond, it will be returned as soon as possible after the lowest responsive and responsible bidder is determined and a contract is executed.

(4) In the event the bidder whose bid offer is accepted fails to enter into the contract and/or furnish the proper bonds, its certified check, cashier's check, irrevocable letter of credit, or surety Bid Bond will be forfeited in full to the Owner.

b. Performance, Labor and Materials Payment, and Maintenance Bonds

Bonds shall:

(1) Be for the full amount of the contract price;

(2) Guarantee the Contractor's faithful performance of the work under this contract, and the prompt and full payment for all labor and materials involved therein;

(3) Guarantee protection to the Owner against liens of any kind;

(4) Be, when a surety bond is furnished, from a surety company operating lawfully in the State of Colorado and shall be accompanied with an acceptable "Power-of-Attorney" form attached to each bond copy.

(5) Be issued from a surety company that is acceptable to the Owner; and

(6) Be submitted using the forms in Division 3 of this solicitation.

20. Specifications and Drawings

Upon award of the contract, the Owner will be responsible for furnishing the selected contractor a minimum of five (5) sets of both the specifications and drawings. The Contractor will be required to purchase additional half size sets for $100.00 as desired.

21. Type of Contract

It is the intent of this Invitation for Bids to award a firm fixed unit price contract based on the unit prices and estimated quantities offered by the lowest responsive and responsible bidder. Contract unit prices shall remain firm and fixed throughout the contract performance period. Actual quantities used in the work will be used to determine contractor payments and final project cost.

22. Bid Results

Once the Sponsor has had the opportunity to thoroughly evaluate the bids, the Bid Tabulation Summary will be posted on our website: bid.jviation.com.

Bid result tabulations will also be emailed upon request. To request a fax or email of the bid tabulation, call (303) 524-3030.

23. Terms, Conditions and Special Provisions

Bidders are advised to pay special attention to the General and Special Provisions of the Contract Documents. These sections may contain requirements that will have an impact on all potential bidders, such as Federal Provisions, Liquidated Damages, Indemnification, DBE participation, type of contract, and delivery schedule.

The Contractor shall submit a Safety Plan Compliance Document (SPCD) to the Engineer and Airport Operator prior to Notice to Proceed, as required by FAA Advisory Circular (AC) 150/5370-2G “Operational Safety on Airports During Construction”.

24. Bid Protests

Bidders are notified, that in accordance with FAA policy, bid protests based on an allegedly defective bid solicitation, shall be in writing and received by the Sponsor prior to the bid opening.

For bid protests based on an alleged improper evaluation of bids, a protest must be received by the Sponsor in writing within 10 days after the Notice of Award to the winning bidder is issued.

It is the responsibility of the protesting bidder to keep apprised of when the Notice of Award is issued by calling or emailing the Sponsor for updates.

CONTRACT PROPOSAL

TO: Gunnison - Crested Butte Regional Airport
Gunnison, Colorado

1. The undersigned hereby certifies that they have examined the form of contract, plans and specifications and other associated Contract Documents for the improvement of Gunnison - Crested Butte Regional Airport, Project No. 3-08-0030-063/064-2023. The undersigned further certifies that he/she has examined the site of the work, has determined for himself/herself the conditions affecting the work and subject to acceptance of the proposal, agrees to provide at his or her expense, all labor , insurance, superintendence, machinery, plant, equipment, tools, apparatus, appliances, and means of construction, and all materials and supplies complete the entire work, including work incidental thereto, in conformance with the plans, specifications, and associated Contract Documents.

2. The undersigned acknowledges that the Contract Documents consist of the Invitation for Bid, Instruction to Bidders, all issued Addenda, Proposal, Statement of Qualifications, Anticipated Sub-Contracts, Form of Proposal Guaranty, Notice of Award, Contract Agreement, Performance & Payment Bonds, Notice to Proceed, Notice of Contractor's Settlement, Wage Rates, General Provisions, Special Provisions, Plans, Technical Specifications, attached appendices and referenced documents.

3. The undersigned, in compliance with your Invitation for Bids dated June 27, 2023, hereby proposes to do the work called for in said contract and specifications and shown on said plans and to furnish all materials, tools, labor, and all appliances and appurtenances necessary for the said work at the following unit rates and prices:

Bid Spreadsheet begins on page 2-33.

TOTAL BID (Base Bid based on unit prices and estimated quantities) _____

_____

TOTAL BID IN WORDS _____

_____

4. The undersigned understands that the above quantities of work to be done are approximate only and are intended principally to serve as a guide in evaluating the bids. Final project payments will be made on actual quantities and unit prices.

5. It is understood that the schedule of minimum wage rates, as established by the Secretary of Labor and included in the Specifications, are to govern on this project, and the undersigned certifies that he/she has examined this schedule of wage rates and that the prices bid are based on such established wage rates.

6. **Required if Federal funds exceed $250,000** The undersigned prime contractor, if not a certified DBE, hereby assures that they will make sufficient and reasonable efforts to meet the DBE goals, that they will subcontract 0.4 % of the dollar value of the prime contract to DBE firms, and that they will include the DBE clauses required by the sponsor's DBE Program in all subcontracts which offer subcontracting opportunities. The undersigned will complete and submit with the bid the attached DBE Participation Form. If unable to meet the project goal,

the undersigned shall submit a demonstration of good faith effort in accordance with Special Provisions, Part B, Section 3.3 of the Contract Documents.

7. The undersigned agree upon written notice of the acceptance of this bid, that within thirty (30) days after the award, that he/she will execute the contract in accordance with the bid as accepted and give contract (Performance and Payment) bonds on attached forms.

8. The undersigned further agrees that if awarded the contract, he/she will commence the work within ten (10) calendar days after the receipt of a Notice to Proceed and that he/she will complete the work within 105 calendar day(s). An extension of time may be allowed when extra or additional work is ordered by the engineer. Liquidated damages in the amount of $ 500.00/calendar day(s) shall be paid to the Airport for that time which exceeds the number of calendar day(s) allowed in this paragraph. In addition, up to $2,300.00/calendar day(s) for the construction manager plus up to $2,300.00/calendar day(s) for each additional resident engineer plus any incurred expenses (per diem, lodging, etc.) will be charged to the Contractor for that time which exceeds the number of calendar day(s) allowed in this paragraph. Further, each phase of work under the project has additional liquidated damage clauses, as outlined in Section 80-08 FAILURE TO COMPLETE ON TIME.

9. As an evidence of good faith in submitting this proposal, the undersigned encloses a certified check or Bid Bond in the amount of _____dollars ($_____) which, in case the undersigned refuses or fails to accept an award and to enter into a contract and file the required bonds within the prescribed time, shall be forfeited to the Gunnison - Crested Butte Regional Airport, Gunnison, Colorado, as liquidated damages.

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

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

12. The undersigned hereby declares that the only parties interested in this proposal are named herein, that this proposal is made without collusion with any other person, or corporation. That no member of the council, officer or agent of Gunnison County, is directly or indirectly financially interested in this bid.

13. The undersigned acknowledges receipt of the following Addendums:

Addendum No._____ Date Received _____

Addendum No._____ Date Received _____

Addendum No._____ Date Received _____

Addendum No._____ Date Received _____

Addendum No._____ Date Received _____

SIGNATURE OF BIDDER:

By _____

Name and Title of Authorized Agent

_____

Name of Company

_____

Address of Company

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that _____ _____ as Principal, hereinafter called Contractor, and _____, licensed to do business as such in the State of Colorado, as Surety, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns, unto Gunnison County, Colorado, as Obligee, in the penal sum of _____ Dollars ($_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS,

The Contractor has submitted to the Obligee, a contract bid dated the _____ day of _____ for the following contract:

_____

_____

_____

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor bid is accepted by the Obligee and the Contractor is awarded the contract in whole or in part, the Contractor shall enter into the Contract with the Obligee in accordance with the terms of such bid, give such Payment and Performance Bonds as may be specified in the Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of failure of the Contractor to enter such Contract and give such bond or bonds, if the Contractor shall promptly pay the Obligee the amount of this bond as set forth herein above, then the obligation shall be null and void, otherwise this obligation will remain in full force and effect.

IN WITNESS WHEREOF, the above parties have executed this instrument, the _____ day of _____, 20___.

SIGNATURE OF PRINCIPAL (as applicable)

A. Individual, partnership or joint venture _____
(Signature of sole proprietor or general partner)

B. Corporation _____
Name of Corporate Principal

Attest: _____ By _____
Secretary (affix seal)

SIGNATURE OF SURETY

Name and address of Corporate Surety

_____

_____

By _____ (seal)
Attorney in Fact (attach power of attorney)

ACCEPTANCE BY

The foregoing bond is approved.

Date _____ By _____

The foregoing bond is in due form according to law and is approved.

Date _____ By _____

CONTRACTOR INFORMATION

1. Name of Bidder/Contractor: _____

2. Type of Business Entity: _____

   NOTE: If bidder is **partnership** or **joint venture**, give full names of all partners or joint ventures. Bid must be signed by all Joint Ventures. If bidder is a **limited liability company**, bid must be signed by an authorized manager (may be signed by member-manager if LLC is organized to allow management by members).

3. Address of Contractor: _____

   _____

   _____

4. Telephone: _____ Fax: _____

   E-mail: _____

5. Established where and when: _____

6. Contractor's Banking Information: _____

   _____

   _____

7. Principal Officers of Contractor (managers and members if LLC):

   Name: _____ Name: _____

   Title: _____ Title: _____

   Name: _____ Name: _____

   Title: _____ Title: _____

   Name: _____ Name: _____

   Title: _____ Title: _____

8. Bidder's/Contractor's state of incorporation (state of organization if an LLC or Partnership):

_____

9. Bidder's Surety: _____

10. Surety's State of Incorporation: _____

11. Name and Address of person to receive payment _____

_____

_____

12. If the Bidder/Contractor is a Joint Venture, it shall attach a certified copy of the Joint Venture Agreement. The Joint Venture Agreement will not be included as part of the Contract Documents.

13. The Bidder/Contractor shall identify all applicable labor agreements (if any) to be used in the performance of the work:

_____

_____

_____

_____

_____

SUBCONTRACTOR/MATERIAL SUPPLIER LIST

The bidder shall provide information on all subcontractors/material suppliers bidding or quoting on subcontracts for this project.

Name of Firm	Address	Type of Work to be Performed on Contract	Licensed in Yes	Licensed in No	Licensed in State	Contractors License #	Contractors Class	Certified DBE Yes	Certified DBE No	Certification Number	Bid Amount	Date Firm Established	*GRS

***GRS - Annual Gross Receipts**

Enter 1 for less than $1 million
Enter 2 for more than $1 million but less than $5 million
Enter 3 for more than $5 million but less than $10 million
Enter 4 for more than $10 million but less than $15 million
Enter 5 for more than $15 million

DISADVANTAGED BUSINESS UTILIZATION COMMITMENT

Required if Federal funds exceed $250,000

_____ The bidder agrees to expend at least _____% DBE utilization on this project.

_____ The bidder (if unable to meet the goal of _____ % DBE) is committed to a minimum of _____% DBE utilization on this project and has submitted documentation showing good faith effort.

NOTE: Failure to submit a "Good Faith Effort" at the time of the Bid opening may result in the bid being considered as non-responsive.

For the purposes of this commitment, the term "Disadvantaged Business Enterprise" shall mean a business:

a. Which is at least 51 % owned by one or more minorities or women, or in the case of a publicly owned business, at least 51 % of the stock of which is owned by one or more minorities or women; and

b. Whose management and daily business operations are controlled by one or more such individuals.

"Disadvantaged Group Member" or "Disadvantaged" means a person who is a citizen or lawful, permanent resident of the United States, and who is:

a. Black (a person having origins in any of the black racial groups of Africa);

b. Hispanic (a person of Spanish or Portuguese culture, with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race);

c. Asian American (a person having origins in any of the original peoples of the Far East, Southeast Africa, the Indian subcontinent, or the Pacific Islands);

d. American Indian or Alaskan Native (a person having origins in any of the original peoples of North America);

e. Member of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as Amended 15 U.S.C. 637 (a);

f. A female person who requests to be considered as a DBE, and who "owns" and "controls" a business as defined herein.

Disadvantaged Business Enterprises may be employed as contractors, subcontractors, or suppliers.

Date: _____

_____
Company

_____
Authorized Agent (print)

_____
Signature of Authorized Agent

DBE PARTICIPATION FORM

The undersigned, hereby assures that he/she will ensure DBE participation for the amount(s) shown, if awarded a contract for this project in the amount of $: _____.

All eligible DBE firms must be certified by the Colorado Department of Transportation prior to bid opening.

Name of DBE Firm: _____

DBE contract amount: $_____ % of total contract: _____ %

DBE Firm Address: _____

_____

DBE contact person: Name: _____

Phone: _____

The DBE is a: ☐ Prime Contractor ☐ Subcontractor ☐ Manufacturer ☐ Supplier

Category of DBE: ☐ Native American ☐ Hispanic ☐ Asian Pacific ☐ Black

☐ Non minority Woman ☐ Other

Work to be performed by DBE: _____

DBE certification Agency: _____

Expiration Date: _____

(Please include a copy of the latest DBE certification)

Name of DBE Firm: _____

DBE contract amount: $_____ % of total contract: _____ %

DBE Firm Address: _____

_____

DBE contact person: Name: _____

Phone: _____

The DBE is a: ☐ Prime Contractor ☐ Subcontractor ☐ Manufacturer ☐ Supplier

Category of DBE: ☐ Native American ☐ Hispanic ☐ Asian Pacific ☐ Black

☐ Non minority Woman ☐ Other

Work to be performed by DBE: _____

DBE certification Agency: _____

Expiration Date: _____

(Please include a copy of the latest DBE certification)

Name of DBE Firm: _____

DBE contract amount: $_____ % of total contract: _____ %

DBE Firm Address: _____

_____

DBE contact person: Name: _____

Phone: _____

The DBE is a: ☐ Prime Contractor ☐ Subcontractor ☐ Manufacturer ☐ Supplier

Category of DBE: ☐ Native American ☐ Hispanic ☐ Asian Pacific ☐ Black

☐ Non minority Woman ☐ Other

Work to be performed by DBE: _____

DBE certification Agency: _____

Expiration Date: _____

(Please include a copy of the latest DBE certification)

Name of DBE Firm: _____

DBE contract amount: $_____ % of total contract: _____ %

DBE Firm Address: _____

_____

DBE contact person: Name: _____

Phone: _____

The DBE is a: ☐ Prime Contractor ☐ Subcontractor ☐ Manufacturer ☐ Supplier

Category of DBE: ☐ Native American ☐ Hispanic ☐ Asian Pacific ☐ Black

☐ Non minority Woman ☐ Other

Work to be performed by DBE: _____

DBE certification Agency: _____

Expiration Date: _____

(Please include a copy of the latest DBE certification)

	$ Amount		$ DBE Credit Participation	% DBE
DBE Prime Contractor	$		$	%
DBE Subcontractor	$		$	%
DBE Supplier *	$	x 0.60	$	%
DBE Manufacturer	$		$	%
Total Amount DBE			$	%
DBE Goal			$	%

* Only 60% credit allowed for DBE suppliers

If the total DBE participation shown is less than the DBE goal required by the specifications, you must attach documentation of your good faith efforts to achieve the goal.

The bidder agrees to certify that the disadvantaged firm(s) engaged to provide materials or services in the completion of this project:

a. is a bona fide Disadvantaged Business Enterprise, and;

b. has executed a binding contract to provide specific materials or services for a specific dollar amount.

The bidder will provide written notice to Gunnison County indicating the Disadvantaged Business Enterprise(s) it intends to use in conjunction with this contract. This written notice is to be submitted with the bid proposal. Certification that the Disadvantaged Business Enterprise(s) has executed a binding contract with the bidder for materials or services should be provided to Gunnison County. Breach of this commitment constitutes a breach of the bidder's contract if awarded.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to this commitment.

Date: _____

_____
Company

_____
Authorized Agent (print)

_____
Signature of Authorized Agent

EQUAL EMPLOYMENT OPPORTUNITY REPORT STATEMENT

Each bidder shall complete and sign the Equal Employment Opportunity Report Statement. A bid may be considered unresponsive and may be rejected, in the Owner's sole discretion, if the bidder fails to provide the fully executed statement or fails to furnish the required data. The bidder shall also, prior to award, furnish such other pertinent information regarding its own employment policies and practices as well as those of its proposed subcontractors as the Federal Aviation Administration (FAA), the Owner, or the Executive Vice Chairman of the President's Committee may require.

The bidder shall furnish similar statements executed by each of its first-tier and second-tier subcontractors and shall obtain similar compliance by each subcontractor, before awarding subcontracts. No subcontract shall be awarded to any non-complying subcontractor.

EQUAL EMPLOYMENT OPPORTUNITY REPORT STATEMENT

As Required in 41 CFR 60-1.7(b)

The bidder shall complete the following statements by checking the appropriate blanks. Failure to complete these blanks may be grounds for rejection of the bid:

1. The bidder has ___ has not ___ developed and has on file at each establishment affirmative action programs pursuant to 41 CFR 60-1.40 and 41 CFR 60-2.

2. The bidder has ___ has not ___ participated in any previous contract or subcontract subject to the equal opportunity clause prescribed by Executive order 11246, as amended.

3. The bidder has ___ has not ___ filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).

4. The bidder does ___ does not ___ employ fifty or more employees.

Date: _____

_____
Company

_____
Authorized Agent (print)

_____
Signature of Authorized Agent

BUY AMERICA CERTIFICATION

(Title 49 U.S.C. Section 50101)

Project name: General Aviation Ramp Reconstruction
Airport name: Gunnison - Crested Butte Regional Airport
AIP number: 3-08-0030-063/064-2023

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,2 U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. **The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.**

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

The bidder certifies it and all associated subcontractors will comply with the Buy American preferences established under Title 49 U.S.C. Section 50101 as follows:

U.S.C. Section 50101 - Buying goods produced in the United States

(a) Preference. - The Secretary of Transportation may obligate an amount that may be appropriated to carry out section 106(k), 44502(a)(2), or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 48102(e), 48106, 48107, and 48110) of this title for a project only if steel and manufactured goods used in the project are produced in the United States.

(b) Waiver. - The Secretary may waive subsection (a) of this section if the Secretary finds that -

(1) Applying subsection (a) would be inconsistent with the public interest;

(2) The steel and goods produced in the United States are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality;

(3) When procuring a facility or equipment under section 44502(a)(2) or 44509, subchapter I of chapter 471 (except section 47127), or chapter 481 (except sections 48102(e), 48106, 48107, and 48110) of this title -

A. The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components of the facility or equipment; and

---

[1] Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

B. Final assembly of the facility or equipment has occurred in the United States; or

(4) Including domestic material will increase the cost of the overall project by more than 25%.

(c) Labor Costs. - In this section, labor costs involved in final assembly are not included in calculating the cost of components.

* * * * * * *

Sponsors desiring a Type 2 waiver should submit their waiver request, with justification, *before* issuing a solicitation for bids or a request for proposal for a project.

The Sponsor must submit a Type 2, Type 3, or Type 4 waiver request *prior* to executing the contract. The FAA will generally not consider waiver requests after execution of the contract except where extraordinary and extenuating circumstances exist.

.

The FAA Office of Airports maintains listings of projects and products that have received a waiver from the Buy American Preference requirements for project specific and nationwide use. Each of these conformance lists is available online at www.faa.gov/airports/aip/buy_american/. Products listed on the FAA Nationwide Buy American Conformance list do not require additional submittal of domestic content information. Nationwide waivers expire five years from the date issued, unless revoked earlier by the FAA.

Certification of Compliance with FAA Buy American Preference – Construction Projects

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing iron, steel and manufactured products produced in the United States;

b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.

c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
b) To faithfully comply with providing U.S. domestic products.
c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
d) To furnish U.S. domestic product for any waiver request that the FAA rejects.

e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire

b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;

c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project." The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bids and/or offers;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

BUY AMERICA WAIVER REQUEST

Title 49 U.S.C Section 50101 (b)

For Airfield Development Projects funded under the Airport Improvement Program

Instructions for Permissible Waivers

Nationwide Waivers: The FAA Office of Airports maintains listings of projects and products that have received a waiver from the Buy American Preference requirements for project specific and nationwide use. Each of these conformance lists is available online at www.faa.gov/airports/aip/buy_american/. Products listed on the FAA Nationwide Buy American Conformance list do not require additional submittal of domestic content information. Nationwide waivers expire five years from the date issued, unless revoked earlier by the FAA

Section 50101(b)(1) & (b)(2) Waivers:

The bidder may request a waiver based upon the best interests of the public, Section 50101 (b)(1) or request a waiver based upon insufficient supply of U.S. manufactured products, Section 50101 (b)(2), however approval is rare and waivers may only be approved by the FAA Office of Airports in Washington DC.

Section 50101(b)(3) Waiver:

The bidder may request a waiver if 60% or more of the components and subcomponents in the facility or equipment are produced in the United States and final assembly occurs in the U.S. Bidder is hereby advised that the Owner's approval with the bidder's waiver request is contingent upon FAA approval.

1. "Equipment" in Section 50101 shall mean the following:
   a) Individual type "L" items (Airfield Lighting Equipment) as listed in FAA Advisory Circular 150/5345-53.
   b) Individual bid items as established within FAA Advisory Circular 150/5370-10.
   c) A waiver request may only address one specific equipment item. Submit separate requests for each equipment item for which a waiver.
   d) Items listed under the Nationwide Waiver referenced above do not require further review.
2. The bidder must base the U.S. percentage upon the value that results from completing the following Content Percentage Calculation Worksheet. The Bidder must submit the content percentage calculation worksheet as an attachment to the waiver request.
3. Components/subcomponents are the material and products composing the "equipment".
4. The final assembly of the AIP-funded "equipment" must be within the USA *(Section 50101(b)(3)(B))*. Final assembly is the substantial transformation of the components and subcomponents into the end product. Final assembly location is the location where the equipment is assembled, not the project site itself.
5. All steel used in the "Equipment" must be produced in the United States.
6. The Buy American requirements apply to all tier contractors and subcontractors. All contractors/subcontractors are required to provide appropriate documentation that indicates origin of manufacturer and percentage of domestic made product.
7. The bidder is hereby advised there is no implied or expressed guarantee that a requested waiver will be issued by the Federal Aviation Administration (FAA). Less than 60% USA

component/subcomponent proposed for this facility CANNOT be waived. Products made with foreign steel are not eligible for a waiver.

8. Products and material made in Canada or Mexico must be considered as foreign made products.
9. Preparation of a Content Percentage Calculation Worksheet is not necessary for equipment listed on the FAA national listing:

http://www.faa.gov/airports/aip/buy_american/

Bidder however shall submit a listing of any equipment it proposes to install on the project that is included on the Nationwide Buy American conformance list.

10. In any calculation of Buy American percentage, the labor for the final assembly is excluded.

This is because the Buy American statute is based on the cost of materials and equipment, not Labor.

Instructions for Section 50101(b)(4) Waiver:

1. The bidder may request a waiver if application of Buy America preferences results in a 25% cost increase in the overall project. This waiver is rarely applicable. Consult the Owner before making this request.

U.S. Department of Transportation
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 6/30/2023

– CONFIDENTIAL –

NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION #4 OF THE FREEDOM OF INFORMATION ACT

FAA Buy American Preference Construction
Project Content Percentage Worksheet

Airport Sponsor: Date:

Airport Worksite:

Worksite LOCID:

Project Description:

Total material cost:

U.S. Content: %

Non-U.S. Content: %

Project Material Structure List (Bill of Materials)

Line	Material Level (1 or 2)	Materials	Cost of U.S. Origin Materials	Cost of Non-U.S. Materials
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

For FAA Use Only

FAA Form 5100-143 (8/20)

Line	Material Level (1 or 2)	Materials	Cost of U.S. Origin Materials	Cost of Non-U.S. Materials
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
		SUBTOTAL		

For FAA Use Only

TOTAL MATERIAL COST:

U.S. Content: %

Non-U.S. Content: %

The undersigned certifies that this information is true and accurate to the best of their knowledge.
A false certification represents a violation of 18 U.S.C § 1001 and 49 U.S.C § 47126.
Signatory has the burden of proof to establish compliance.

Signature: x

Name:

Title:

Submit by Email

U.S. Department of Transportation
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 6/30/2023

– CONFIDENTIAL –

NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT

FAA Buy American Preference Construction
Project Content Percentage Worksheet

Airport Sponsor:
Airport Worksite:
Worksite LOCID:
Project Description:

Date:

Total material cost:	
U.S. Content:	%
Non-U.S. Content:	%

Project Material Structure List (Bill of Materials)

Line	Material Level (1 or 2)	Materials	Cost of U.S. Origin Materials	Cost of Non-U.S. Materials
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

For FAA Use Only

FAA Form 5100-143 (8/20)

Page 1 of 2

Line	Material Level (1 or 2)	Materials	Cost of U.S. Origin Materials	Cost of Non-U.S. Materials
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
		SUBTOTAL		

For FAA Use Only

TOTAL MATERIAL COST:

U.S. Content: %

Non-U.S. Content: %

The undersigned certifies that this information is true and accurate to the best of their knowledge.
A false certification represents a violation of 18 U.S.C § 1001 and 49 U.S.C § 47126.
Signatory has the burden of proof to establish compliance.

Signature: _____

Name:

Title:

FAA Form 5100-143 (8/20)

Page 2 of 2

U.S. Department of Transportation
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 6/30/2023

-- CONFIDENTIAL –
NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4
OF THE FREEDOM OF INFORMATION ACT

Buy American Preferences – Final Assembly Questionnaire

To assist the Federal Aviation Administration (FAA) in making the determination of whether final assembly of the product occurs in the United States, please complete and submit this questionnaire when requesting a Buy American Waiver under 49 USC § 50101(b)(3)(A).

Company Name: Date:

FAA Eligible Item: FAA Item Number (if applicable):

Address of Final Assembly Location:

1. Provide a description of the assembly process occurring at the specified final location in the United States.
   a. Describe the final assembly process and its various operations.
   b. How long does the final assembly process take to complete?
2. Provide a description of the resources used to conduct the assembly of the product at the specified location in the United States.
   a. How many employees are involved in the final assembly process and what is the general skill level of those employees?
   b. What type of equipment is used during the final assembly process?
   c. What is a rough estimate of the associated cost to conduct final assembly of the product at the specified location in the United States?

The undersigned certifies that this information is true and accurate to the best of their knowledge. A false certification represents a violation of 18 U.S.C § 1001 and 49 U.S.C § 47126. Signatory has the burden of proof to establish compliance.

Signature:

Name:

Submit by Email

FAA Form 5100-137 (8/20) SUPERSEDES PREVIOUS EDITION

BUY AMERICA CONFORMANCE LISTING

Title 49 U.S.C Section 50101 (b)

For Airfield Development Projects funded under the Airport Improvement Program

- Preparation of a Component Cost Calculation Table is not necessary for equipment listed on the FAA national listing: http://www.faa.gov/airports/aip/buy_american/

- Bidder shall submit a listing of equipment it proposes to install on the project that is included on the current National Buy American conformance list.

Equipment Type	Name of Manufacturer	Product Number

Certification Signature:

Bidder hereby certifies that the above listed equipment, which we propose for installation on the subject project, is on the current National Buy America Conformance list as established at: http://www.faa.gov/airports/aip/buy_american/

I hereby certify the above information is accurate and complete.

_____ _____

Bidder's Firm Name *Date*

_____

Signature

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is ( ) is not ( ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

CONTRACTOR'S STATEMENT OF QUALIFICATIONS

Qualifications shall be furnished as described in Division 4, Section 20, with the bid proposal.

BID PROPOSAL SUMMARY

Bidder Name: _____

SCHEDULE I TOTAL $ _____

SCHEDULE II TOTAL $ _____

SCHEDULE III TOTAL $ _____

N.I.C.

TOTAL ALL SCHEDULES $ _____

Bidder has examined the proposed site and is familiar with all site conditions.

_____

Signature

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SCHEDULE I						
Item No.	**Description**		**Units**	**Estimated Quantity**	**Unit Price**	**Total**
C-100a	Contractor Quality Control Program	at the unit price of: _____ dollars and _____ cents.	LS	1	$	$
C-102a	Inlet Protection	at the unit price of: _____ dollars and _____ cents.	EA	2	$	$
C-105a	Mobilization	at the unit price of: _____ dollars and _____ cents.	LS	1	$	$
P-101a	Asphalt Pavement Removal - Partial Depth (Butt Joint)	at the unit price of: _____ dollars and _____ cents.	SY	220	$	$
P-101b	Pavement Removal - Full Depth	at the unit price of: _____ dollars and _____ cents.	SY	10,660	$	$
P-101h	Pavement Marking Obliteration	at the unit price of: _____ dollars and _____ cents.	SF	405	$	$
P-101J	Remove Underdrain Pipe	at the unit price of: _____ dollars and _____ cents.	LF	285	$	$
P-152a	Unclassified Excavation	at the unit price of: _____ dollars and _____ cents.	CY	5,900	$	$
P-152b	Subgrade Preparation (12-inch)	at the unit price of: _____ dollars and _____ cents.	SY	9,330	$	$
P-154a	Subbase Course (9.5-Inch)	at the unit price of: _____ dollars and _____ cents.	CY	2,250	$	$
P-154b	Separation Geotextile Fabric	at the unit price of: _____ dollars and _____ cents.	SY	9,330	$	$
P-209a	Crushed Aggregate Base Course	at the unit price of: _____ dollars and _____ cents.	CY	1,680	$	$
P-401a	Bituminous Paving Surface Course (PG 76-34)	at the unit price of: _____ dollars and _____ cents.	TON	2,230	$	$
P-401b	Bituminous Paving Base Course (PG 58-34)	at the unit price of: _____ dollars and _____ cents.	TON	2,330	$	$
P-603a	Bituminous Tack Coat	at the unit price of: _____ dollars and _____ cents.	GAL	2,750	$	$
P-610a	Install 4-Foot Concrete Trickle Channel	at the unit price of: _____ dollars and _____ cents.	LF	180	$	$
P-620a	Temporary Pavement Markings	at the unit price of: _____ dollars and _____ cents.	SF	4,300	$	$
P-620b	Permanent Pavement Markings	at the unit price of: _____ dollars and _____ cents.	SF	4,300	$	$
P-620c	Install Surface Painted Hold Sign	at the unit price of: _____ dollars and _____ cents.	EA	1	$	$
D-701a	Install 30-Inch RCP, Class V	at the unit price of: _____ dollars and _____ cents.	LF	695	$	$
D-701b	Connect Storm Pipe to Exising Storm Inlet Structure, Complete	at the unit price of: _____ dollars and _____ cents.	EA	1	$	$

SCHEDULE I						
Item No.	**Description**		**Units**	**Estimated Quantity**	**Unit Price**	**Total**
D-705a	Install 6-Inch Perforated Polyethylene Pipe Underdrain, Complete	at the unit price of: _____ dollars and _____ cents.	LF	470	$	$
D-705b	Install 6-Inch Non-Perforated Polyethylene Pipe Underdrain, Complete	at the unit price of: _____ dollars and _____ cents.	LF	20	$	$
D-751a	Install Storm Inlet - Type I	at the unit price of: _____ dollars and _____ cents.	EA	1	$	$
D-751b	Install Underdrain Cleanout, Complete	at the unit price of: _____ dollars and _____ cents.	EA	2	$	$
D-751c	Install Underdrain Inspection Pit, Complete	at the unit price of: _____ dollars and _____ cents.	EA	1	$	$
D-751d	Connect Underdrain Pipe to Storm Inlet Structure, Complete	at the unit price of: _____ dollars and _____ cents.	EA	1	$	$
D-751e	Connect Underdrain Pipe to Storm Drainline, Complete	at the unit price of: _____ dollars and _____ cents.	EA	1	$	$
T-901a	Seeding with Hydromulch	at the unit price of: _____ dollars and _____ cents.	AC	1	$	$
L-125a	Install Stake Mounted Retroreflective Marker On Pavement, Complete	at the unit price of: _____ dollars and _____ cents.	EA	5	$	$
L-125b	Install Stake Mounted Retroreflective Marker In Turf, Complete	at the unit price of: _____ dollars and _____ cents.	EA	3	$	$

SCHEDULE I TOTAL $ _____

SCHEDULE II						
Item No.	**Description**		**Units**	**Estimated Quantity**	**Unit Price**	**Total**
C-100a	Contractor Quality Control Program	at the unit price of: _____ dollars and _____ cents.	LS	1	$	$
C-105a	Mobilization	at the unit price of: _____ dollars and _____ cents.	LS	1	$	$
P-101a	Asphalt Pavement Removal - Partial Depth (Butt Joint)	at the unit price of: _____ dollars and _____ cents.	SY	190	$	$
P-101b	Pavement Removal - Full Depth	at the unit price of: _____ dollars and _____ cents.	SY	16,120	$	$
P-101c	Concrete Pavement Joint Removal, Repair, and Replacement	at the unit price of: _____ dollars and _____ cents.	LF	2,700	$	$
P-101d	Concrete Pavement Crack Repair	at the unit price of: _____ dollars and _____ cents.	LF	60	$	$
P-101e	Concrete Spall Repair	at the unit price of: _____ dollars and _____ cents.	SF	40	$	$
P-101f	Remove Underground Fire Hydrant Valves (2), and Concrete Structure	at the unit price of: _____ dollars and _____ cents.	LS	1	$	$
P-101g	Remove Fire Hydrant Water Line, Cap Water Line	at the unit price of: _____ dollars and _____ cents.	LF	270	$	$
P-101h	Pavement Marking Obliteration	at the unit price of: _____ dollars and _____ cents.	SF	120	$	$
P-101i	Remove Aircraft Tiedown Anchor, Complete	at the unit price of: _____ dollars and _____ cents.	EA	90	$	$
P-152a	Unclassified Excavation	at the unit price of: _____ dollars and _____ cents.	CY	8,950	$	$
P-152b	Subgrade Preparation (12-inch)	at the unit price of: _____ dollars and _____ cents.	SY	16,250	$	$
P-154a	Subbase Course (9.5-Inch)	at the unit price of: _____ dollars and _____ cents.	CY	4,290	$	$
P-154b	Separation Geotextile Fabric	at the unit price of: _____ dollars and _____ cents.	SY	16,250	$	$
P-209a	Crushed Aggregate Base Course	at the unit price of: _____ dollars and _____ cents.	CY	2,710	$	$
P-401a	Bituminous Paving Surface Course (PG 76-34)	at the unit price of: _____ dollars and _____ cents.	TON	3,770	$	$
P-401b	Bituminous Paving Base Course (PG 58-34)	at the unit price of: _____ dollars and _____ cents.	TON	4,560	$	$
P-603a	Bituminous Tack Coat	at the unit price of: _____ dollars and _____ cents.	GAL	5,015	$	$
P-610b	Install New Aircraft Tiedown Anchor, Complete	at the unit price of: _____ dollars and _____ cents.	EA	12	$	$
P-620a	Temporary Pavement Markings	at the unit price of: _____ dollars and _____ cents.	SF	600	$	$

N.I.C.

SCHEDULE II

Item No.	Description		Units	Estimated Quantity	Unit Price	Total
P-620b	Permanent Pavement Markings	at the unit price of: _____ dollars and _____	SF	600	$	$
T-901a	Seeding with Hydromulch	at the unit price of: _____ dollars and _____ cents.	AC	1	$	$

N.I.C.

SCHEDULE II TOTAL $ _____

SCHEDULE III

Item No.	Description		Units	Estimated Quantity	Unit Price	Total
C-100a	Contractor Quality Control Program	at the unit price of: _____ dollars and _____ cents.	LS	1	$	$
C-102a	Inlet Protection	at the unit price of: _____ dollars and _____ cents.	EA	1	$	$
C-105a	Mobilization	at the unit price of: _____ dollars and _____ cents.	LS	1	$	$
P-101a	Asphalt Pavement Removal - Partial Depth (Butt Joint)	at the unit price of: _____ dollars and _____ cents.	SY	200	$	$
P-101b	Pavement Removal - Full Depth	at the unit price of: _____ dollars and _____ cents.	SY	16,160	$	$
P-101c	Concrete Pavement Joint Removal, Repair, and Replacement	at the unit price of: _____ dollars and _____ cents.	LF	2,700	$	$
P-101d	Concrete Pavement Crack Repair	at the unit price of: _____ dollars and _____ cents.	LF	180	$	$
P-101e	Concrete Spall Repair	at the unit price of: _____ dollars and _____ cents.	SF	210	$	$
P-101h	Pavement Marking Obliteration	at the unit price of: _____ dollars and _____ cents.	SF	985	$	$
P-101i	Remove Aircraft Tiedown Anchor, Complete	at the unit price of: _____ dollars and _____ cents.	EA	30	$	$
P-152a	Unclassified Excavation	at the unit price of: _____ dollars and _____ cents.	CY	8,160	$	$
P-152b	Subgrade Preparation (12-inch)	at the unit price of: _____ dollars and _____ cents.	SY	16,270	$	$
P-154a	Subbase Course (9.5-Inch)	at the unit price of: _____ dollars and _____ cents.	CY	3,830	$	$
P-154b	Separation Geotextile Fabric	at the unit price of: _____ dollars and _____ cents.	SY	16,270	$	$
P-209a	Crushed Aggregate Base Course	at the unit price of: _____ dollars and _____ cents.	CY	2,860	$	$
P-401a	Bituminous Paving Surface Course (PG 76-34)	at the unit price of: _____ dollars and _____ cents.	TON	3,470	$	$
P-401b	Bituminous Paving Base Course (PG 58-34)	at the unit price of: _____ dollars and _____ cents.	TON	4,060	$	$
P-603a	Bituminous Tack Coat	at the unit price of: _____ dollars and _____ cents.	GAL	4,835	$	$
P-610b	Install New Aircraft Tiedown Anchor, Complete	at the unit price of: _____ dollars and _____ cents.	EA	18	$	$
P-620a	Temporary Pavement Markings	at the unit price of: _____ dollars and _____ cents.	SF	5,200	$	$
P-620b	Permanent Pavement Markings	at the unit price of: _____ dollars and _____ cents.	SF	5,200	$	$

N.I.C.

SCHEDULE III

Item No.	Description		Units	Estimated Quantity	Unit Price	Total
D-705a	Install 6-Inch Perforated Polyethylene Pipe Underdrain, Complete	at the unit price of: _____ dollars and _____ cents.	LF	265	$	$
D-705b	Install 6-Inch Non-Perforated Polyethylene Pipe Underdrain, Complete	at the unit price of: _____ dollars and _____ cents.	LF	55	$	$
D-751b	Install Underdrain Cleanout, Complete	at the unit price of: _____ dollars and _____ cents.	EA	2	$	$
D-751d	Connect Underdrain Pipe to Storm Inlet Structure, Complete	at the unit price of: _____ dollars and _____ cents.	EA	1	$	$
T-901a	Seeding with Hydromulch	at the unit price of: _____ dollars and _____ cents.	AC	1	$	$

N.I.C.

SCHEDULE III TOTAL $ _____

CONTRACT AGREEMENT

Gunnison - Crested Butte Regional Airport
Gunnison, Colorado
AIP PROJECT NO. 3-08-0030-063/064-2023

THIS AGREEMENT, made and entered into this _____ day of _____, 20_____, by and between Gunnison County, Party of the First Part, hereinafter referred to as the "Owner", and _____, Party of the Second Part, hereinafter referred to as the "Contractor," for the construction of airport improvement including _____ _____ and other incidental work at the Gunnison - Crested Butte Regional Airport.

WITNESSETH:

ARTICLE 1. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Owner, the said Contractor shall furnish all labor, equipment, and material and shall perform all work necessary to complete the improvements in a good and substantial manner, ready for use, and in strict accordance with this Contract, a copy of which is filed pursuant to law in the office of the legal representative of the Owner.

ARTICLE 2. It is hereby further agreed that in consideration of the faithful performance of the work by the Contractor, the Owner shall pay the Contractor the compensation due him/her by reason of said faithful performance of the work, at stated intervals and in the amount certified by the Engineer, in accordance with the provisions of this Contract.

ARTICLE 3. It is hereby further agreed that, at the completion of the work and its acceptance by the Owner, all sums due the Contractor by reason of his faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid the Contractor by the Owner after said completion and acceptance.

ARTICLE 4. It is hereby further agreed that any references herein to the "Contract" shall include "Contract Documents" as the same as defined in Paragraph 10-16, Section 10 of the General Provisions and consisting of the Invitation for Bid, Instruction to Bidders, all issued Addenda, Proposal, Statement of Qualifications, Anticipated Sub-Contracts, Form of Proposal Guaranty, Notice of Award, Contract Agreement, Performance & Payment Bonds, Notice to Proceed, Notice of Contractor's Settlement, Wage Rates, General Provisions, Special Provisions, Plans, Technical Specifications, attached appendices and all documents incorporated by reference. Said "Contract Documents" are made a part of the Contract as if set out at length herein. Said Contract Agreement is limited to the items in the proposal as signed by the "Contractor" and included in the "Contract Documents."

ARTICLE 5. The Contractor agrees to perform all the work described in the Contract Documents for the unit prices and lump sums as submitted in the Bid, taking into consideration additions to or deductions from the Total Bid by reason of actual quantities measured, alterations or modifications of the original estimated quantities or by reason of "Extra Work" authorized under this Agreement in accordance with the provisions of the Contract Documents.

ARTICLE 6. The Contractor agrees to commence work within ten (10) calendar days after the receipt of a Notice to Proceed and the Contractor further agrees to complete said work within 105 calendar day(s). Extensions of the Contract time may only be permitted execution of a formal modification to Contract Agreement as approved by the Owner. Liquidated damages in the amount of $ 500.00/calendar day(s) shall be paid to the Airport for that time which exceeds the number of Calendar days allowed in this paragraph. In addition, up to $2,300.00/calendar day(s) for the construction manager plus up to $2,300.00/calendar day(s) for each additional resident engineer plus any incurred expenses (per diem, lodging, etc.) will be charged to the Contractor for that time which exceeds the number of Calendar days allowed in this paragraph. Further, each phase of work under the project has additional liquidated damage clauses, as outlined in Section 80-08 FAILURE TO COMPLETE ON TIME.

ARTICLE 7. The amount of money appropriated will be equal to or in excess of the contract amount as forth in the notice(s) to proceed. Change orders requiring additional compensable work to be performed, which cause the aggregate amount payable under the contract to exceed the amount appropriated for the original contract, are prohibited unless the contractor is given written assurance by owner that lawful appropriations to cover costs of the additional work have been made or unless such work is covered under a remedy granting provision of the contract. Notwithstanding anything to the contrary in the Contract Documents the Contractor hereby acknowledges and agrees that Owner's performance under the contract is subject to receipt of funds from the FAA and further is subject to annual appropriation by Owner in accordance with a budget adopted by Gunnison County in compliance with the provisions of Article 25, Title 30 of the Colorado Revised Statutes, the Local Government Budget Law (C.R.S. 29-1-101 et. seq.) and the Tabor Amendment (Colorado Constitution, Article X, Sec. 20). Owner may issue multiple Notice(s) to Proceed in incremental stages as funding becomes available.

The total estimated cost for AIP project #3-08-0030-063/064-2023 thereof to be_____ _____ ($_____).

IN WITNESS WHEREOF, the Party of the First Part and the Party of the Second Part, respectively, have caused this Agreement to be duly executed in day and year first herein written in five (5) copies, all of which to all intents and purposed shall be considered as the original.

CONTRACTOR, Party of the Second Part	OWNER, Party of the First Part
_____	_____
By: _____	By: _____
_____ (Office or Position of Signer)	_____ (Office or Position of Signer)
(SEAL)	(SEAL)
ATTEST: _____	ATTEST: _____
_____ (Office or Position of Signer)	_____ (Office or Position of Signer)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That _____ _____, as Principal, hereinafter called Contractor, and _____ as Surety, licensed to do business as such in the State of Colorado, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns, unto Gunnison County, Gunnison, Colorado, as Obligee, and hereinafter called Owner, in the penal sum of _____ Dollars ($_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement, entered into a contract with Gunnison County for General Aviation Ramp Reconstruction, which contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if in connection with the Contract including all duly authorized modifications thereto, prompt payment shall be made to all laborers, subcontractors, teamsters, truck drivers, owners or other suppliers of equipment employed on the job, and other claimants, for all labor performed in such work whether done for the prime contractor, a subcontractor, the Surety, a completion contractor or otherwise (at the full wage rates required by any law of the United States or of the State of Colorado, where applicable), for services furnished and consumed, for repairs on machinery, for equipment, tools, materials, lubricants, oil, gasoline, water, gas, power, light, heat, oil, telephone service, grain, hay, feed, coal, coke, groceries and foodstuffs, either consumed, rented, used ore reasonably required for use in connection with the construction of the work or in the performance of the Contract and all insurance premiums, both for compensation and for all other kinds of insurance on the work, for sales taxes and for royalties in connection with, or incidental to, the completion of the Contract, in all instances whether the claim be directly against the Contractor, against the Surety or its completion contractor, through a subcontractor or otherwise, and, further, if the Contractor shall defend, indemnify and hold Gunnison County harmless from all such claims, demands or suits by any such person or entity, then this obligation shall be void; otherwise it shall remain in full force and effect.

Any conditions legally required to be included in a payment bond on this contract, including but not limited to those set out in the applicable Colorado state section of the Owner Charter, are included herein by reference.

The Surety agrees that, in the event that the Contractor fails to make payment of the obligations covered by this bond, it will do so and, further, that within forty-five (45) days of receiving, at the address given below, a claim here under stating the amount claimed and the basis for the claim in reasonable detail, it (a) will send an answer to the claimant, with a copy to the Owner, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed and (b) will pay any amounts that are undisputed. The amount of this bond shall be reduced by and to the extent of any payment of payments made in good faith here under.

While this bond is in force, it may be sued on at the instance of any party to whom any such payment is due, in the name of the Owner, to the use of such party. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

WAIVER. The said Surety, for value received, hereby expressly agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, shall in any wise affect the obligations of this bond, and it does hereby waive notice of any such change, extension of time, or alteration or addition to the terms of the contract or the work to be performed thereunder.

No suit shall be commenced or pursued hereunder other than in a state court of competent jurisdiction in Gunnison, Colorado, or in the United States District Court for the District of Colorado.

IN WITNESS WHEREOF, the above parties have executed this instrument the _____ day of _____, 20___.

SIGNATURE OF PRINCIPAL (as applicable)

A. Individual, partnership or joint venture _____
(Signature of sole proprietor or general partner)

B. Corporation _____
Name of Corporate Principal

Attest: _____ By _____
Secretary (affix seal)

SIGNATURE OF SURETY

Name and address of Corporate Surety

_____

_____

By _____ (seal)
Attorney in Fact (attach power of attorney)

ACCEPTANCE BY

The foregoing bond is approved.

Date _____ By _____

The foregoing bond is in due form according to law and is approved.

Date _____ By _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That _____ _____ as Principal, hereinafter called Contractor, and _____ as Surety, licensed to do business as such in the State of Colorado, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns, unto Gunnison County, Gunnison, Colorado, as Obligee, hereinafter called Owner, in the penal sum of _____ Dollars ($_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS,

Contractor has by written agreement, entered into a contract with Gunnison County for General Aviation Ramp Reconstruction, which contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor shall promptly and faithfully perform said Contract including all duly authorized changes thereto, according to all the terms thereof, including those under which Contractor agrees to pay legally required wage rates including the prevailing hourly rate of wages in the locality, as determined by the Department of Labor and Industrial Relations or by final judicial determination, for each craft or type of workman required to execute the contract, and, further, shall defend, indemnify and hold the Owner harmless from all damages, loss and expense occasioned by any failure whatsoever of said Contractor and Surety to fully comply with and carry out each and every requirement of the contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

In the event that Contractor shall be and is declared by the Owner to be in default under the Contract, the Owner having performed its obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Owner , and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable here under, the penal sum of the bond. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by the Owner to Contractor under the Contract and any amendments thereto, disbursed at the rate provided in the original contract, less the amount properly paid by the Owner to the Contractor. If the completion contract provides for more rapid payment than the Contract, then Surety shall advance such sums as are needed to make payment as provided in the completion contract and shall recover it from the Owner when payment from the Owner is due.

No suit shall be commenced or pursued hereunder other than in a state court of competent jurisdiction in Gunnison, Colorado, or in the United States District Court for the District of Colorado.

WAIVER. The said surety, for value received, hereby expressly agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, shall in any wise affect the obligations of this bond; and it does hereby waive notice of any such change, extension of time, or alteration or addition to the terms of the contract or the work to be performed thereunder.

IN WITNESS WHEREOF, the above parties have executed this instrument the _____ day of _____, 20___.

SIGNATURE OF PRINCIPAL (as applicable)

A. Individual, partnership or joint venture _____
(Signature of sole proprietor or general partner)

B. Corporation _____
Name of Corporate Principal

Attest: _____ By _____
Secretary (affix seal)

SIGNATURE OF SURETY Name and address of Corporate Surety

_____

_____

By _____ (seal)
Attorney in Fact (attach power of attorney)

ACCEPTANCE BY

The foregoing bond is approved.

Date _____ By _____

The foregoing bond is in due form according to law and is approved.

Date _____ By _____

NOTICE OF AWARD

DATE: _____

TO: _____

_____

_____

Gunnison County, having considered the Contract Proposals submitted for improvements to the Gunnison - Crested Butte Regional Airport, AIP Project No. 3-08-0030-063/064-2023, and it appearing that your Contract Proposal of _____

_____ Dollars ($_____)

for General Aviation Ramp Reconstruction is fair, equitable and in the best interest of the Gunnison County and having authorized the work to be performed, the said Contract Proposal is hereby accepted at the bid prices (based on unit prices and estimated quantities) contained therein.

In accordance with the terms of the Contract Documents, you are required to execute the formal Contract Agreement and furnish the required Performance Bond and Payment Bond within 30 consecutive calendar days from and including the date of this notice.

The Bid Bond submitted with your Contract Proposal will be returned upon execution of the Contract Agreement and the furnishing of the Performance Bond and Payment Bond. In the event that you should fail to execute the Contract Agreement and furnish the Performance Bond and Payment Bond, within the time specified, the Bid Bond will be forfeited to the Owner Airport Board.

This Award is subject to the concurrence of the Federal Aviation Administration.

Gunnison County
Gunnison, Colorado

By: _____
Contract Authorized Representative

_____
Name and Title

_____
Date

NOTICE TO PROCEED

TO: _____ DATE: _____

_____

_____

You are hereby authorized to proceed on this date, _____ with the improvements to the Gunnison - Crested Butte Regional Airport, AIP Project No. 3-08-0030-063/064-2023, for General Aviation Ramp Reconstruction, in accordance with the terms of the Contract Documents and your Contract Proposal. The work shall begin no later than ten calendar days after the date of this notice.

Gunnison County
Gunnison, Colorado

By: _____
Contract Authorized Representative

_____
Name and Title

_____
Date

NOTICE OF CONTRACTOR'S SETTLEMENT

County of Gunnison
State of Colorado

Notice is hereby given that on or after the _____ day of _____, 20 _____, final settlement will be made by Gunnison County, for and on account of the contract of said:

_____

Company

for the furnishing and installation of Improvements to the Gunnison - Crested Butte Regional Airport, Schedule(s)_____, AIP Project No. 3-08-0030-063/064-2023 and any person, co-partnership, association or corporation who has an unpaid lien against said _____ for or on account of the furnishing of labor, materials, team hire, sustenance, provision, provender or other supplies used or consumed by such Contractor or any of the subcontractors in or about the performance of said work, may at any time up to and including said time of final settlement on said _____day of _____, 20_____, file a verified statement in the amount due and unpaid on account of such claim with Gunnison County.

Failure on the part of the claimant to file such final statement will relieve said Owner from all and any liability for such claim.

Gunnison County
State of Colorado

First Publication: _____

Second Publication: _____

PART 1 - GENERAL CONTRACT PROVISIONS

SECTION 10
DEFINITION OF TERMS

When the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be defined as follows:

Paragraph Number	Term	Definition
10-01	**AASHTO**	The American Association of State Highway and Transportation Officials.
10-02	**Access Road**	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	**Advertisement**	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	**Airport**	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	**Airport Improvement Program (AIP)**	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	**Air Operations Area (AOA)**	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	**Apron**	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	**ASTM International (ASTM)**	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	**Award**	The Owner's notice to the successful bidder of the acceptance of the submitted bid.
10-10	**Bidder**	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.
10-11	**Building Area**	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-12	**Calendar Day**	Every day shown on the calendar.

Paragraph Number	Term	Definition
10-13	**Certificate of Analysis (COA)**	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	**Certificate of Compliance (COC)**	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	**Change Order**	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-16	**Contract**	A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment. The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.
10-17	**Contract Item (Pay Item)**	A specific unit of work for which a price is provided in the contract.
10-18	**Contract Time**	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
10-19	**Contractor**	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-20	**Contractors Quality Control (QC) Facilities**	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-21	**Contractor Quality Control Program (CQCP)**	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.

Paragraph Number	Term	Definition
10-22	**Control Strip**	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-23	**Construction Safety and Phasing Plan (CSPP)**	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	**Drainage System**	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	**Engineer**	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	**Equipment**	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	**Extra Work**	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.
10-28	**FAA**	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	**Federal Specifications**	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.
10-30	**Force Account**	**a.** Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis. **b.** Owner Force Account - Work performed for the project by the Owner's employees.
10-31	**Intention of Terms**	Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the

Paragraph Number	Term	Definition
		words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner. Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.
10-32	**Lighting**	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-33	**Major and Minor Contract Items**	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
10-34	**Materials**	Any substance specified for use in the construction of the contract work.
10-35	**Modification of Standards (MOS)**	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-36	**Notice to Proceed (NTP)**	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-37	**Owner**	The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is Gunnison County.
10-38	**Passenger Facility Charge (PFC)**	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	**Pavement Structure**	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	**Payment bond**	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.

Paragraph Number	Term	Definition
10-41	**Performance bond**	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
10-42	**Plans**	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
10-43	**Project**	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	**Proposal**	The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-45	**Proposal guaranty**	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
10-46	**Quality Assurance (QA)**	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	**Quality Control (QC)**	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-48	**Quality Assurance (QA) Inspector**	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-49	**Quality Assurance (QA) Laboratory**	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	**Resident Project Representative (RPR)**	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-51	**Runway**	The area on the airport prepared for the landing and takeoff of aircraft.
10-52	**Runway Safety Area (RSA)**	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.

Paragraph Number	Term	Definition
10-53	**Safety Plan Compliance Document (SPCD)**	Details how the Contractor will comply with the CSPP.
10-54	**Specifications**	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-55	**Sponsor**	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	**Structures**	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	**Subgrade**	The soil that forms the pavement foundation.
10-58	**Superintendent**	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-59	**Supplemental Agreement**	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%: (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	**Surety**	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	**Taxilane**	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	**Taxiway**	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	**Taxiway/Taxilane Safety Area (TSA)**	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See

Paragraph Number	Term	Definition
		the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	**Work**	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	**Working day**	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.

END OF SECTION 10

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SECTION 20
PROPOSAL REQUIREMENTS AND CONDITIONS

20-01 ADVERTISEMENT (Notice to Bidders). The advertisement can be found on Division 1-1. This project has been advertised on the following dates:

Gunnison Country Times: May 22, 2023, May 30, 2023,
Daily Journal: May 22, 2023, May 30, 2023,

20-02 QUALIFICATION OF BIDDERS. Each bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner at the time of bid opening.

Evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.

Each bidder shall furnish the Owner satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.
Unless otherwise specified, a bidder may submit evidence that they are prequalified with the State Highway Division and are on the current "bidder's list" of the state in which the proposed work is located. Evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

20-03 CONTENTS OF PROPOSAL FORMS. The Owner's proposal forms state the location and description of the proposed construction; the place, date, and time of opening of the proposals; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The proposal form states the time in which the work must be completed, and the amount of the proposal guaranty that must accompany the proposal. The Owner will accept only those Proposals properly executed on physical forms or electronic forms provided by the Owner. Bidder actions that may cause the Owner to deem a proposal irregular are given in paragraph 20-09, *IRREGULAR PROPOSALS*.

Mobilization is limited to 10 percent of the total project cost.

20-04 ISSUANCE OF PROPOSAL FORMS. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder if the bidder is in default for any of the following reasons:

a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.

b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.

c. Documented record of Contractor default under previous contracts with the Owner.

d. Documented record of unsatisfactory work on previous contracts with the Owner.

20-05 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, *ALTERATION OF WORK AND QUANTITIES,* without in any way invalidating the unit bid prices.

20-06 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, materials to be furnished, and to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

Boring logs and other records of subsurface investigations and tests are available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the bidder, was obtained and is intended for the Owner's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which the bidder may make or obtain from their own examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

20-07 PREPARATION OF PROPOSAL. The bidder shall submit their proposal on the forms furnished by the Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall correctly sign the proposal in ink. If the proposal is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an

agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

20-08 RESPONSIVE AND RESPONSIBLE BIDDER. A responsive bid conforms to all significant terms and conditions contained in the Owner's invitation for bid. It is the Owner's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

20-09 IRREGULAR PROPOSALS. Proposals shall be considered irregular for the following reasons:

a. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.

b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.

c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.

d. If the proposal contains unit prices that are obviously unbalanced.

e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.

f. If the applicable Disadvantaged Business Enterprise information is incomplete.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-10 BID GUARANTEE. Each separate proposal shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such bond, check, or collateral, shall be made payable to the Owner.

20-11 DELIVERY OF PROPOSAL. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

20-12 WITHDRAWAL OR REVISION OF PROPOSALS. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing before the time specified for opening bids. Revised

proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

20-13 PUBLIC OPENING OF PROPOSALS. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-14 DISQUALIFICATION OF BIDDERS. A bidder shall be considered disqualified for any of the following reasons:

a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.

c. If the bidder is considered to be in "default" for any reason specified in paragraph 20-04, Issuance of Proposal Forms, of this section.

20-15 DISCREPANCIES AND OMISSIONS. A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner's Engineer of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner's Engineer a written request for interpretation no later than **7** days prior to bid opening.

Any interpretation of the project bid documents by the Owner's Engineer will be by written addendum issued by the Owner. The Owner will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than written addendum.

END OF SECTION 20

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SECTION 30
AWARD AND EXECUTION OF CONTRACT

30-01 CONSIDERATION OF PROPOSALS. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

a. If the proposal is irregular as specified in Section 20, paragraph 20-09, *IRREGULAR PROPOSALS*.

b. If the bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *DISQUALIFICATION OF BIDDERS*.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

30-02 AWARD OF CONTRACT. The award of a contract, if it is to be awarded, shall be made within **120 calendar** days of the date specified for publicly opening proposals, unless otherwise specified herein.

If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

30-03 CANCELLATION OF AWARD. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with paragraph 30-07, *APPROVAL OF CONTRACT*.

30-04 RETURN OF PROPOSAL GUARANTY. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, *CONSIDERATION OF PROPOSALS*. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph 30-05, *REQUIREMENTS OF CONTRACT BONDS*.

30-05 REQUIREMENTS OF CONTRACT BONDS. At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety

and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 EXECUTION OF CONTRACT. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in paragraph 30-05, *REQUIREMENTS OF CONTRACT BONDS,* of this section, within 30 calendar days from the date mailed or otherwise delivered to the successful bidder.

30-07 APPROVAL OF CONTRACT. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

30-08 FAILURE TO EXECUTE CONTRACT. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *EXECUTION OF CONTRACT,* of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to the Owner.

END OF SECTION 30

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SECTION 40
SCOPE OF WORK

40-01 INTENT OF CONTRACT. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 ALTERATION OF WORK AND QUANTITIES. The Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Owner's Engineer or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.

Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, paragraph 90-03, *COMPENSATION FOR ALTERED QUANTITIES*.

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

40-03 OMITTED ITEMS. The Owner, the Owner's Engineer or the RPR may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *PAYMENT FOR OMITTED ITEMS*.

40-04 EXTRA WORK. Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *PAYMENT FOR EXTRA WORK*. Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *SUPPLEMENTAL AGREEMENT*.

If extra work is essential to maintaining the project critical path, RPR may order the Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available to establish the level of effort necessary for the extra work, the Owner shall initiate a change order or supplemental agreement to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-05 MAINTENANCE OF TRAFFIC. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *LIMITATION OF OPERATIONS*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS*.

b. With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).

c. When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (http://mutcd.fhwa.dot.gov/), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

40-06 REMOVAL OF EXISTING STRUCTURES. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Resident Project Representative (RPR) shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the RPR in accordance with the provisions of the contract.

Except as provided in Section 40, paragraph 40-07, *RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

40-07 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, the Contractor may at their own option either:

a. Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,

b. Remove such material from the site, upon written approval of the RPR; or

c. Use such material for the Contractor's own temporary construction on site; or,

d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the RPR's approval in advance of such use.

Should the RPR approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the RPR approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of their own exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-08 FINAL CLEANUP. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of the property Owner.

END OF SECTION 40

SECTION 50
CONTROL OF WORK

50-01 AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE (RPR). The RPR has final authority regarding the interpretation of project specification requirements. The RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The RPR does not have the authority to accept work that does not conform to specification requirements.

50-02 CONFORMITY WITH PLANS AND SPECIFICATIONS. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications.

If the RPR finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the RPR will advise the Owner of their determination that the affected work be accepted and remain in place. The RPR will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

If the RPR finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the RPR's written orders.

The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the RPR's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the RPR's opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide the RPR with the authority, after consultation with the Sponsor and FAA, to use sound engineering judgment in their determinations to accept work that is not in strict conformity, but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.
The RPR will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

50-03 COORDINATION OF CONTRACT, PLANS, AND SPECIFICATIONS. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited

standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the RPR for an interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify the Owner or the designated representative in writing requesting their written interpretation and decision.

50-04 LIST OF SPECIAL PROVISIONS. See Division 5 for the Project Special Provisions.

50-05 COOPERATION OF CONTRACTOR. The Contractor shall be supplied with **three** hard copies or an electronic PDF of the plans and specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the RPR and their inspectors and with other Contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the RPR or their authorized representative.

50-06 COOPERATION BETWEEN CONTRACTORS. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with their own contract and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange their work and shall place and dispose of the materials being used to not interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-07 CONSTRUCTION LAYOUT AND STAKES. The Engineer/RPR shall establish necessary horizontal and vertical control. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical controls established by Engineer/RPR. In case of negligence on

the part of the Contractor or their employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as a liquidated damage against the Contractor.

Prior to the start of construction, the Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the RPR that the Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper execution and control of the work on this project will be provided to the RPR. The Contractor is responsible to establish all layout required for the construction of the project.

Copies of survey notes will be provided to the RPR for each area of construction and for each placement of material as specified to allow the RPR to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be provided to the RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): **electronic format approved by the RPR**.

Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract.

50-08 AUTHORITY AND DUTIES OF QUALITY ASSURANCE (QA) INSPECTORS. QA inspectors shall be authorized to inspect all work done and all material furnished. Such QA inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the contract. QA inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

QA Inspectors are authorized to notify the Contractor or their representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the RPR for a decision.

50-09 INSPECTION OF THE WORK. All materials and each part or detail of the work shall be subject to inspection. The RPR shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the RPR requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Provide advance written notice to the RPR of work the Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the RPR may be ordered removed and replaced at the Contractor's expense.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the RPR as provided in paragraph 50-02, *CONFORMITY WITH PLANS AND SPECIFICATIONS*.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *CONTRACTOR'S RESPONSIBILITY FOR WORK*.

No removal work made under provision of this paragraph shall be done without lines and grades having been established by the RPR. Work done contrary to the instructions of the RPR, work done beyond the lines shown on the plans or as established by the RPR, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the RPR made under the provisions of this subsection, the RPR will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the Contractor.

50-11 LOAD RESTRICTIONS. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel.

50-12 MAINTENANCE DURING CONSTRUCTION. The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 FAILURE TO MAINTAIN THE WORK. Should the Contractor at any time fail to maintain the work as provided in paragraph 50-12, *MAINTENANCE DURING CONSTRUCTION*, the RPR shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the RPR's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be recovered as a liquidated damage against the Contractor.

50-14 PARTIAL ACCEPTANCE. If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the RPR to make final inspection of that unit. If the RPR finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the RPR may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

50-15 FINAL ACCEPTANCE. Upon due notice from the Contractor of presumptive completion of the entire project, the RPR and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The RPR shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the RPR will notify the Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the RPR will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 CLAIMS FOR ADJUSTMENT AND DISPUTES. If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the RPR in writing of their intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the RPR is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the RPR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the RPR who will present it to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

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END OF SECTION 50

SECTION 60
CONTROL OF MATERIALS

60-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS. The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish documentation to the RPR as to the origin, composition, and manufacture of all materials to be used in the work. Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.
At the RPR's option, materials may be approved at the source of supply before delivery. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program* and *Addendum*, that is in effect on the date of advertisement.

60-02 SAMPLES, TESTS, AND CITED SPECIFICATIONS. All materials used in the work shall be inspected, tested, and approved by the RPR before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the RPR shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the RPR, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests will be made by and at the expense of the Owner in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the RPR. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the RPR.

A **legible, hand written** copy of all Contractor QC test data shall be provided to the RPR daily, along with printed reports, in an **electronic spreadsheet file**, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the RPR showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

The Contractor shall employ a Quality Control (QC) testing organization to perform all Contractor required QC tests in accordance with Item C-100 Contractor Quality Control Program (CQCP).

60-03 CERTIFICATION OF COMPLIANCE/ANALYSIS (COC/COA). The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the RPR.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "or equal," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

a. Conformance to the specified performance, testing, quality or dimensional requirements; and,

b. Suitability of the material or assembly for the use intended in the contract work.

The RPR shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The RPR reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 PLANT INSPECTION. The RPR or their authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the RPR conduct plant inspections, the following conditions shall exist:

a. The RPR shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.

b. The RPR shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.

c. If required by the RPR, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The RPR shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-05 ENGINEER/RESIDENT PROJECT REPRESENTATIVE (RPR) FIELD OFFICE. The Contractor shall provide dedicated space for the use of the engineer, RPR, and inspectors, as a field office for the duration of the project. This space shall be located conveniently near the construction and shall be separate from any space used by the Contractor. The Contractor shall furnish water, sanitary facilities, heat, air conditioning, and electricity. This facility shall be an approved weatherproof building meeting the current State Highway Specifications for a Class II Field Office. A land line telephone and answering machine shall be provided. The Contractor shall be responsible for payment of the basic monthly charge, long distance and local calls. The Contractor shall furnish a FAX machine, network capable color photocopier/printer (capabilities for up to 11" x 17" media for copying, scanning directly to email, and printing via Windows XP 32-bit, Windows 7 64-bit and Windows 10 64-bit computers), office chairs, water, sanitary facilities, heat, air conditioning, and electricity. The Contractor shall provide and be responsible for payment of Internet access for computers and equipment at the jobsite office location, with consistent minimum performance of 15 Mbps download, 5 Mbps upload and ping latency under 100ms, as tested from computers and equipment behind the firewall to https://www.speedtest.net/. Internet protection shall be provided with a current production, supported, and updated firewall configured with all outbound ports available. The Contractor shall provide and maintain all wired and wireless connectivity to the Internet and between devices. The Contractor and the Contractor's superintendent shall provide all reasonable facilities to enable the Engineer to inspect the workmanship and materials used in the work.

Failure by the Contractor to provide these amenities to the Engineer's onsite personnel will result in the delay of payment to the Contractor.

60-06 STORAGE OF MATERIALS. Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the RPR. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the RPR. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the RPR a copy of the property Owner's permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at their expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

60-07 UNACCEPTABLE MATERIALS. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the RPR has approved its use in the work.

60-08 OWNER FURNISHED MATERIALS. The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

END OF SECTION 60

SECTION 70
LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

70-01 LAWS TO BE OBSERVED. The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

70-02 PERMITS, LICENSES, AND TAXES. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

70-03 PATENTED DEVICES, MATERIALS, AND PROCESSES. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

70-04 RESTORATION OF SURFACES DISTURBED BY OTHERS. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) must be shown on the plans and is indicated as follows:

Utility	Owner (Utility or Other Facility)	Location (See Plan Sheet No.)	Person to Contact (Name, Title, Address and Phone)
High Pressure Gas Main	Xcel Energy	GS002 Adjacent to Irrigation Ditch	Larry Eberhart (719) 539-5122
Private Storm Sewer & Water	Gunnison-Crested Butte Regional Airport	CD101, CU101	Airport Operations (970) 642-7385

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the RPR.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by

arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the RPR, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 FEDERAL PARTICIPATION. The United States Government has agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 SANITARY, HEALTH, AND SAFETY PROVISIONS. The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

70-07 PUBLIC CONVENIENCE AND SAFETY. The Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *MAINTENANCE OF TRAFFIC,* and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *LIMITATION OF OPERATIONS*.

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR. If the RPR determines the existence of Contractor debris in the work site represents a hazard to airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against the Contractor.

70-08 CONSTRUCTION SAFETY AND PHASING PLAN (CSPP). The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, *Operational Safety on Airports During Construction*. The CSPP is on sheet(s) **GS001 – GS006** of the project plans.

70-09 USE OF EXPLOSIVES. The use of explosives is not permitted on this project.

70-10 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer/RPR has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

70-11 RESPONSIBILITY FOR DAMAGE CLAIMS. The Contractor shall indemnify and hold harmless the Engineer/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

70-12 THIRD PARTY BENEFICIARY CLAUSE. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 OPENING SECTIONS OF THE WORK TO TRAFFIC. If it is necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work must be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

Phase or Description	Required Date or Sequence of Owner's Beneficial Occupancy	Work Shown on Plan Sheet
Refer to the Phasing Plans of the Construction Drawings.		

Upon completion of any portion of work listed above, such portion shall be accepted by the Owner in accordance with Section 50, paragraph 50-14, *PARTIAL ACCEPTANCE*.

No portion of the work may be opened by the Contractor until directed by the Owner in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the RPR, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work

so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at their expense.

The Contractor shall make their own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

The Contractor must conform to safety standards contained AC 150/5370-2 and the approved CSPP.

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

70-14 CONTRACTOR'S RESPONSIBILITY FOR WORK. Until the RPR's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *PARTIAL ACCEPTANCE*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS. As provided in paragraph 70-04, *RESTORATION OF SURFACES DISTURBED BY OTHERS*, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and/or in the contract documents. Refer to Section 70-04 for a list of known utilities.

Utility Service or Facility	Person to Contact (Name, Title, Address, & Phone)	Owner's Emergency Contact (Phone)
Refer to Section 70-04 for a list of known utilities.		

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of their plan of operations. Such notification shall be in writing addressed to "The Person to Contact" as provided in this paragraph and paragraph 70-04, *RESTORATION OF SURFACES DISTURBED BY OTHERS*. A copy of each notification shall be given to the RPR.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's "Person to Contact" no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the RPR.

The Contractor's failure to give the two days' notice shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the RPR and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the RPR continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or their own surety.

70-16 FURNISHING RIGHTS-OF-WAY. The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

70-17 PERSONAL LIABILITY OF PUBLIC OFFICIALS. In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR, their authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-18 NO WAIVER OF LEGAL RIGHTS. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

70-19 ENVIRONMENTAL PROTECTION. The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-20 ARCHAEOLOGICAL AND HISTORICAL FINDINGS. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the RPR. The RPR will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *EXTRA WORK,* and Section 90, paragraph 90-05, *PAYMENT FOR EXTRA WORK*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *DETERMINATION AND EXTENSION OF CONTRACT TIME*.

70-21 INSURANCE REQUIREMENTS.

The Contractor shall pay for and maintain during the life of this contract adequate Workmen's Compensation, Public Liability and Property Damage Insurance. The Contractor is charged with the

responsibility for adequate and proper coverage for all his subcontract operations. Contractor shall furnish to the Sponsor satisfactory proof of carriage of the insurance required. Public Liability Insurance shall be in the amount of not less than $1,000,000.00 for injuries, including accidental death, to any one person, nor less than $1,000,000.00 on account of any one accident. Property Damage Insurance shall be carried in an amount not less than $1,000,000.00. Such Liability Insurance shall include completed operation coverage.

END OF SECTION 70

SECTION 80
EXECUTION AND PROGRESS

80-01 SUBLETTING OF CONTRACT. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).

The Contractor shall perform, with his organization, an amount of work equal to at least 50 percent of the total contract cost.

Should the Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

The Contractor shall provide copies of all subcontracts to the RPR 14 days prior to being utilized on the project. As a minimum, the information shall include the following:

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone and fax number.
- Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications.
- Minority/ non-minority status.

80-02 NOTICE TO PROCEED (NTP). The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within **10** days of the NTP date. The Contractor shall notify the RPR at least 24 hours in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.

80-03 EXECUTION AND PROGRESS. Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR's review and acceptance at least 10 days prior to the start of work. The Contractor's progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet

the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the RPR at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the NTP is issued by the Owner.

The project schedule shall be prepared as a network diagram in Critical Path Method (CPM), Program Evaluation and Review Technique (PERT), or other format, or as otherwise specified. It shall include information on the sequence of work activities, milestone dates, and activity duration. The schedule shall show all work items identified in the project proposal for each work area and shall include the project start date and end date.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a twice monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

80-04 LIMITATION OF OPERATIONS. The Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the RPR) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *CONSTRUCTION SAFETY AND PHASING PLAN (CSPP)*.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA identified in the Construction Safety Phasing Plan (CSPP) and as listed below, cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows:

AOA	Time Periods for Closure	Type of Communications Required	Control Authority
Refer to the Safety Plan of the Construction Drawings			**Airport Manager and Resident Engineer**

The Contractor shall be required to conform to safety standards contained in AC 150/5370-2, *Operational Safety on Airports During Construction* and the approved CSPP.

80-04.1 OPERATIONAL SAFETY ON AIRPORT DURING CONSTRUCTION. All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, *Operational Safety on Airports During*

Construction. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by the Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

80-05 CHARACTER OF WORKERS, METHODS, AND EQUIPMENT. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

Should the Contractor fail to remove such person or persons, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously completed work, adjacent property, or existing airport facilities due to its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the RPR to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity

with contract requirements. If, after trial use of the substituted methods or equipment, the RPR determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

80-06 TEMPORARY SUSPENSION OF THE WORK. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods the Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The RPR will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

80-07 DETERMINATION AND EXTENSION OF CONTRACT TIME. The number of calendar days shall be stated in the proposal and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

80-07.1 CONTRACT TIME BASED ON CALENDAR DAYS. Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

80-08 FAILURE TO COMPLETE ON TIME. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *DETERMINATION AND EXTENSION OF CONTRACT TIME*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

SCHEDULE	LIQUIDATED DAMAGES COST	ALLOWED CONSTRUCTION TIME
Schedules I Only	$ 500.00/calendar day(s)	21 Calendar Days
Schedules I & II Only	$ 500.00/calendar day(s)	63105 Calendar Days
Schedules I, II, & III	$ 500.00/calendar day(s)	105 Calendar Days

See Special Provisions C-17 for additional information regarding Liquidated Damages.

The maximum construction time allowed for Schedules will be the sum of the time allowed for individual schedules but not more than **105** days. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

80-09 DEFAULT AND TERMINATION OF CONTRACT. The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or

b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or

c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or

d. Discontinues the execution of the work, or

e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or

f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or

g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or

h. Makes an assignment for the benefit of creditors, or

i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

80-10 TERMINATION FOR NATIONAL EMERGENCIES. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the RPR.

Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

80-11 WORK AREA, STORAGE AREA AND SEQUENCE OF OPERATIONS. The Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

3201 **END OF SECTION 80**

3202

SECTION 90
MEASUREMENT AND PAYMENT

90-01 MEASUREMENT OF QUANTITIES. All work completed under the contract will be measured by the RPR, or their authorized representatives, using United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the RPR.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When requested by the Contractor and approved by the RPR in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the RPR and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Measurement and Payment Terms

Term	Description
Excavation and Embankment Volume	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
Measurement and Proportion by Weight	The term "ton" will mean the short ton consisting of 2,000 pounds (907 km) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily

Term	Description
	and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
Asphalt Material	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton (kg) or hundredweight (km).
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
Scales	Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end. Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted. In the event inspection reveals the scales have been "overweighing" (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%.

Term	Description
	In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded. Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them. Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment. All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.
Rental Equipment	Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 *Payment for Extra Work*.
Pay Quantities	When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 SCOPE OF PAYMENT. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, *NO WAIVER OF LEGAL RIGHTS*.

When the "basis of payment" subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-03 COMPENSATION FOR ALTERED QUANTITIES. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *ALTERATION OF WORK AND QUANTITIES,* will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor

which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 PAYMENT FOR OMITTED ITEMS. As specified in Section 40, paragraph 40-03, *OMITTED ITEMS,* the RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the RPR omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the RPR's order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the RPR's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the RPR's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs

90-05 PAYMENT FOR EXTRA WORK. Extra work, performed in accordance with Section 40, paragraph 40-04, *EXTRA WORK*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

90-06 PARTIAL PAYMENTS Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *PAYMENT FOR MATERIALS ON HAND*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

a. From the total of the amount determined to be payable on a partial payment,10 percent of such total amount will be deducted and retained by the Owner for protection of the Owner's interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:

(1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-14. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.

(2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's

work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

c. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the RPR to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-09, *ACCEPTANCE AND FINAL PAYMENT*.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

90-07 PAYMENT FOR MATERIALS ON HAND. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

a. The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.

b. The Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

c. The Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.

d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.

e. The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of their responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.
The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this paragraph.

90-08 PAYMENT OF WITHHELD FUNDS. At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in paragraph 90-06 *PARTIAL PAYMENTS*, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.

b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.

c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.

d. The Contractor shall obtain the written consent of the surety to such agreement.

90-09 ACCEPTANCE AND FINAL PAYMENT. When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *FINAL ACCEPTANCE*, the RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the RPR of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with Section 50, paragraph 50-16, *CLAIMS FOR ADJUSTMENT AND DISPUTES*.

After the Contractor has approved, or approved under protest, the RPR's final estimate, and after the RPR's receipt of the project closeout documentation required in paragraph 90-11, *CONTRACTOR FINAL PROJECT DOCUMENTATION*, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of Section 50, paragraph 50-16, *CLAIMS FOR ADJUSTMENTS AND DISPUTES,* or under the provisions of this paragraph, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

90-10 CONSTRUCTION WARRANTY.

a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. The Owner will notify the Contractor, in writing, within **seven (7)** days after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within **14** days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and

(3) Enforce all warranties for the benefit of the Owner.

h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

90-11 Contractor Final Project Documentation. Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves the Contractor's final submittal. The Contractor shall:

a. Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.

b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

c. Complete final cleanup in accordance with Section 40, paragraph 40-08, Final Cleanup.

d. Complete all punch list items identified during the Final Inspection.

e. Provide complete release of all claims for labor and material arising out of the Contract.

f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.

g. When applicable per state requirements, return copies of sales tax completion forms.

h. Manufacturer's certifications for all items incorporated in the work.

i. All required record drawings, as-built drawings or as-constructed drawings.

j. Project Operation and Maintenance (O&M) Manual(s).

k. Security for Construction Warranty.

l. Equipment commissioning documentation submitted, if required.

END OF SECTION 90

PART 2 - GENERAL CONSTRUCTION ITEMS

ITEM C-100
CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)

100-01 GENERAL. Quality is more than test results. Quality is the combination of proper materials, testing, workmanship, equipment, inspection, and documentation of the project. Establishing and maintaining a culture of quality is key to achieving a quality project. The Contractor shall establish, provide, and maintain an effective Contractor Quality Control Program (CQCP) that details the methods and procedures that will be taken to assure that all materials and completed construction required by this contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified here and elsewhere in the contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.

The Contractor shall establish a CQCP that will:

a. Provide qualified personnel to develop and implement the CQCP.

b. Provide for the production of acceptable quality materials.

c. Provide sufficient information to assure that the specification requirements can be met.

d. Document the CQCP process.

The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the CQCP has been reviewed and approved by the Resident Project Representative (RPR). No partial payment will be made for materials subject to specific quality control (QC) requirements until the CQCP has been reviewed and approved.

The QC requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the quality assurance (QA) testing requirements. QA testing requirements are the responsibility of the RPR as specified in the specifications.

A Quality Control (QC)/Quality Assurance (QA) workshop with the Engineer, Resident Project Representative (RPR), Contractor, subcontractors, testing laboratories, and Owner's representative must be held prior to start of construction. The QC/QA workshop will be facilitated by the Contractor. The Contractor shall coordinate with the Airport and the RPR on time and location of the QC/QA workshop. Items to be addressed, at a minimum, will include:

a. Review of the CQCP including submittals, QC Testing, Action & Suspension Limits for Production, Corrective Action Plans, Distribution of QC reports, and Control Charts.

b. Discussion of the QA program.

c. Discussion of the QC and QA Organization and authority including coordination and information exchange between QC and QA.

d. Establish regular meetings to discuss control of materials, methods and testing.

e. Establishment of the overall QC culture.

Paving projects over $500,000 shall have a Quality Control (QC)/Quality Assurance (QA) workshop with the Engineer, Contractor, subcontractors, testing laboratories, and Owner's representative at start of construction. The workshop shall address QC and QA requirements of the project specifications. The Contractor shall coordinate with the Airport and the Engineer on time and location of the QC/QA workshop.

100-02 DESCRIPTION OF PROGRAM.

a. General description. The Contractor shall establish a CQCP to perform QC inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. The CQCP shall ensure conformance to applicable specifications and plans with respect to materials, off-site fabrication, workmanship, construction, finish, and functional performance. The CQCP shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of QC.

b. Contractor Quality Control Program (CQCP). The Contractor shall describe the CQCP in a written document that shall be reviewed and approved by the RPR prior to the start of any production, construction, or off-site fabrication. The written CQCP shall be submitted to the RPR for review and approval at least 14 calendar days before the CQCP Workshop. The Contractor's CQCP and QC testing laboratory must be approved in writing by the RPR prior to the Notice to Proceed (NTP).

The CQCP shall be organized to address, as a minimum, the following:

1. QC organization and resumes of key staff
2. Project progress schedule
3. Submittals schedule
4. Inspection requirements
5. QC testing plan
6. Documentation of QC activities and distribution of QC reports
7. Requirements for corrective action when QC and/or QA acceptance criteria are not met
8. Material quality and construction means and methods. Address all elements applicable to the project that affect the quality of the pavement structure including subgrade, subbase, base, and surface course. Some elements that must be addressed include, but is not limited to mix design, aggregate grading, stockpile management, mixing and transporting, placing

and finishing, quality control testing and inspection, smoothness, laydown plan, equipment, and temperature management plan.

The Contractor must add any additional elements to the CQCP that is necessary to adequately control all production and/or construction processes required by this contract

100-03 CQCP ORGANIZATION. The CQCP shall be implemented by the establishment of a QC organization. An organizational chart shall be developed to show all QC personnel, their authority, and how these personnel integrate with other management/production and construction functions and personnel.

The organizational chart shall identify all QC staff by name and function, and shall indicate the total staff required to implement all elements of the CQCP, including inspection and testing for each item of work. If necessary, different technicians can be used for specific inspection and testing functions for different items of work. If an outside organization or independent testing laboratory is used for implementation of all or part of the CQCP, the personnel assigned shall be subject to the qualification requirements of paragraphs 100-03a and 100-03b. The organizational chart shall indicate which personnel are Contractor employees and which are provided by an outside organization.

The QC organization shall, as a minimum, consist of the following personnel:

a. Program Administrator. The Contractor Quality Control Program Administrator (CQCPA) must be a full-time on-site employee of the Contractor, or a consultant engaged by the Contractor. The CQCPA must have a minimum of five (5) years of experience in QC pavement construction with prior QC experience on a project of comparable size and scope as the contract.

Included in the five (5) years of paving/QC experience, the CQCPA must meet at least one of the following requirements:

(1) Professional Engineer with one (1) year of airport paving experience.

(2) Engineer-in-training with two (2) years of airport paving experience.

(3) National Institute for Certification in Engineering Technologies (NICET) Civil Engineering Technology Level IV with three (3) years of airport paving experience.

(4) An individual with four (4) years of airport paving experience, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.

The CQCPA must have full authority to institute any and all actions necessary for the successful implementation of the CQCP to ensure compliance with the contract plans and technical specifications. The CQCPA authority must include the ability to immediately stop production until materials and/or processes are in compliance with contract specifications. The CQCPA must report directly to a principal officer of the construction firm. The CQCPA may supervise the Quality Control Program on more than one project provided that person can be at the job site within two (2) hours after being notified of a problem.

b. QC technicians. A sufficient number of QC technicians necessary to adequately implement the CQCP must be provided. These personnel must be either Engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II in Civil Engineering Technology or higher, and shall have a minimum of two (2) years of experience in their area of expertise.

The QC technicians must report directly to the CQCPA and shall perform the following functions:

(1) Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications, and as required by paragraph 100-6.
(2) Performance of all QC tests as required by the technical specifications and paragraph100-8.
(3) Performance of tests for the RPR when required by the technical specifications.

Certification at an equivalent level of qualification and experience by a state or nationally recognized organization will be acceptable in lieu of NICET certification.

c. Staffing levels. The Contractor shall provide sufficient qualified QC personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The CQCP shall state where different technicians will be required for different work elements.

100-04 PROJECT PROGRESS SCHEDULE. Critical QC activities must be shown on the project schedule as required by Section 80, paragraph 80-03, *EXECUTION AND PROGRESS*.

100-05 SUBMITTALS SCHEDULE. The Contractor shall submit a detailed listing of all submittals (for example, mix designs, material certifications) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format and shall include as a minimum:

a. Specification item number

b. Item description

c. Description of submittal

d. Specification paragraph requiring submittal

e. Scheduled date of submittal

100-06 INSPECTION REQUIREMENTS. QC inspection functions shall be organized to provide inspections for all definable features of work, as detailed below. All inspections shall be documented by the Contractor as specified by paragraph 100-9.

Inspections shall be performed as needed to ensure continuing compliance with contract requirements until completion of the particular feature of work. Inspections shall include the following minimum requirements:

a. During plant operation for material production, QC test results and periodic inspections shall be used to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the technical specifications. All equipment used in proportioning and mixing shall be inspected to ensure its proper operating condition. The CQCP shall detail how these and other QC functions will be accomplished and used.

b. During field operations, QC test results and periodic inspections shall be used to ensure the quality of all materials and workmanship. All equipment used in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. The CQCP shall document how these and other QC functions will be accomplished and used.

100-07 CONTRACTOR QC TESTING FACILITY.

a. For projects that include Item P-401, Item P-403, and Item P-404, the Contractor shall ensure facilities, including all necessary equipment, materials, and current reference standards, are provided that meet requirements in the following paragraphs of ASTM D3666, *Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials*:

- 8.1.3 Equipment Calibration and Checks;
- 8.1.9 Equipment Calibration, Standardization, and Check Records;
- 8.1.12 Test Methods and Procedures

b. For projects that include P-501, the Contractor shall ensure facilities, including all necessary equipment, materials, and current reference standards, are provided that meet requirements in the following paragraphs of ASTM C1077, *Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation*:

- 7 Test Methods and Procedures
- 8 Facilities, Equipment, and Supplemental Procedures

100-08 QC TESTING PLAN. As a part of the overall CQCP, the Contractor shall implement a QC testing plan, as required by the technical specifications. The testing plan shall include the minimum tests and test frequencies required by each technical specification Item, as well as any additional QC tests that the Contractor deems necessary to adequately control production and/or construction processes.

The QC testing plan can be developed in a spreadsheet fashion and shall, as a minimum, include the following:

a. Specification item number (e.g., P-401)

b. Item description (e.g., Hot Mix Asphalt Pavements)

c. Test type (e.g., gradation, grade, asphalt content)

d. Test standard (e.g., ASTM or American Association of State Highway and Transportation Officials (AASHTO) test number, as applicable)

e. Test frequency (e.g., as required by technical specifications or minimum frequency when requirements are not stated)

f. Responsibility (e.g., plant technician)

g. Control requirements (e.g., target, permissible deviations)

The QC testing plan shall contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D3665. The RPR shall be provided the opportunity to witness QC sampling and testing.

All QC test results shall be documented by the Contractor as required by paragraph 100-9.

100-09 DOCUMENTATION. The Contractor shall maintain current QC records of all inspections and tests performed. These records shall include factual evidence that the required QC inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to the RPR daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the CQCPA.

Contractor QC records required for the contract shall include, but are not necessarily limited to, the following records:

a. **Daily inspection reports.** Each Contractor QC technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations. These technician's daily reports shall provide factual evidence that continuous QC inspections have been performed and shall, as a minimum, include the following:

(1) Technical specification item number and description

(2) Compliance with approved submittals

(3) Proper storage of materials and equipment

(4) Proper operation of all equipment

(5) Adherence to plans and technical specifications

(6) Summary of any necessary corrective actions

(7) Safety inspection.

(8) Photographs and/or video.

The daily inspection reports shall identify all QC inspections and QC tests conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

The daily inspection reports shall be signed by the responsible QC technician and the CQCPA. The RPR shall be provided at least one copy of each daily inspection report on the work day following the day of record. When QC inspection and test results are recorded and transmitted electronically, the results must be archived.

b. Daily test reports. The Contractor shall be responsible for establishing a system that will record all QC test results. Daily test reports shall document the following information:

(1) Technical specification item number and description

(2) Test designation

(3) Location

(4) Date of test

(5) Control requirements

(6) Test results

(7) Causes for rejection

(8) Recommended remedial actions

(9) Retests

Test results from each day's work period shall be submitted to the RPR prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical QC charts. When QC daily test results are recorded and transmitted electronically, the results must be archived.

100-10 CORRECTIVE ACTION REQUIREMENTS. The CQCP shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the CQCP as a whole, and for individual items of work contained in the technical specifications.

The CQCP shall detail how the results of QC inspections and tests will be used for determining the need for corrective action and shall contain clear rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

When applicable or required by the technical specifications, the Contractor shall establish and use statistical QC charts for individual QC tests. The requirements for corrective action shall be linked to the control charts.

100-11 INSPECTION AND/OR OBSERVATIONS BY THE RPR. All items of material and equipment are subject to inspection and/or observation by the RPR at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate QC system in conformance with the requirements detailed here and the applicable technical specifications and plans. In addition, all items of materials, equipment and work in place shall be subject to inspection and/or observation by the RPR at the site for the same purpose.

Inspection and/or observations by the RPR does not relieve the Contractor of performing QC inspections of either on-site or off-site Contractor's or subcontractor's work.

100-12 NONCOMPLIANCE.

a. The Resident Project Representative (RPR) will provide written notice to the Contractor of any noncompliance with their CQCP. After receipt of such notice, the Contractor must take corrective action.

b. When QC activities do not comply with either the CQCP or the contract provisions or when the Contractor fails to properly operate and maintain an effective CQCP, and no effective corrective actions have been taken after notification of non-compliance, the RPR will recommend the Owner take the following actions:

(1) Order the Contractor to replace ineffective or unqualified QC personnel or subcontractors and/or

(2) Order the Contractor to stop operations until appropriate corrective actions are taken.

METHOD OF MEASUREMENT

100-13 Basis of measurement and payment. Contractor Quality Control Program (CQCP) is for the personnel, tests, facilities and documentation required to implement the CQCP. The CQCP will be paid as a lump sum with the following schedule of partial payments:

a. With first pay request, 25% with approval of CQCP and completion of the Quality Control (QC)/Quality Assurance (QA) workshop.
b. When 25% or more of the original contract is earned, an additional 25%.
c. When 50% or more of the original contract is earned, an additional 20%.
d. When 75% or more of the original contract is earned, an additional 20%
e. After final inspection and acceptance of project, the final 10%.

BASIS OF PAYMENT

100-14 Payment will be made under:

Item C-100a	Contractor Quality Control Program (CQCP)

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

National Institute for Certification in Engineering Technologies (NICET)

ASTM International (ASTM)

ASTM C1077	Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation
ASTM D3665	Standard Practice for Random Sampling of Construction Materials
ASTM D3666	Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials

END OF ITEM C-100

ITEM C-102
TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL

DESCRIPTION

102-1. This item shall consist of temporary control measures as shown on the plans or as ordered by the Resident Project Representative (RPR) during the life of a contract to control pollution of air and water, soil erosion, and siltation through the use of silt fences, berms, dikes, dams, sediment basins, fiber mats, gravel, mulches, grasses, slope drains, and other erosion control devices or methods.

Temporary erosion control shall be in accordance with the approved erosion control plan; the approved Construction Safety and Phasing Plan (CSPP) and AC 150/5370-2, *Operational Safety on Airports During Construction*. The temporary erosion control measures contained herein shall be coordinated with the permanent erosion control measures specified as part of this contract to the extent practical to assure economical, effective, and continuous erosion control throughout the construction period.

Temporary control may include work outside the construction limits such as borrow pit operations, equipment and material storage sites, waste areas, and temporary plant sites.

Temporary control measures shall be designed, installed and maintained to minimize the creation of wildlife attractants that have the potential to attract hazardous wildlife on or near public-use airports.

MATERIALS

102-2.1 Grass. Grass that will not compete with the grasses sown later for permanent cover per Item T-901 shall be a quick-growing species (such as ryegrass, Italian ryegrass, or cereal grasses) suitable to the area providing a temporary cover. Selected grass species shall not create a wildlife attractant.

102-2.2 Mulches. Mulches may be hay, straw, fiber mats, netting, bark, wood chips, or other suitable material reasonably clean and free of noxious weeds and deleterious materials per Item T-908. Mulches shall not create a wildlife attractant.

102-2.3 Fertilizer. Fertilizer shall be a standard commercial grade and shall conform to all federal and state regulations and to the standards of the Association of Official Agricultural Chemists.

102-2.4 Slope drains. Slope drains may be constructed of pipe, fiber mats, rubble, concrete, asphalt, or other materials that will adequately control erosion.

102-2.5 Silt fence. Silt fence shall consist of polymeric filaments which are formed into a stable network such that filaments retain their relative positions. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life. Silt fence shall meet the requirements of ASTM D6461.

102-2.6 Other. All other materials shall meet commercial grade standards and shall be approved by the RPR before being incorporated into the project.

CONSTRUCTION REQUIREMENTS

102-3.1 General. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply.

The RPR shall be responsible for assuring compliance to the extent that construction practices, construction operations, and construction work are involved.

102-3.2 Schedule. Prior to the start of construction, the Contractor shall submit schedules in accordance with the approved Construction Safety and Phasing Plan (CSPP) and the plans for accomplishment of temporary and permanent erosion control work for clearing and grubbing; grading; construction; paving; and structures at watercourses. The Contractor shall also submit a proposed method of erosion and dust control on haul roads and borrow pits and a plan for disposal of waste materials. Work shall not be started until the erosion control schedules and methods of operation for the applicable construction have been accepted by the RPR.

102-3.3 Construction details. The Contractor will be required to incorporate all permanent erosion control features into the project at the earliest practicable time as outlined in the plans and approved CSPP. Except where future construction operations will damage slopes, the Contractor shall perform the permanent seeding and mulching and other specified slope protection work in stages, as soon as substantial areas of exposed slopes can be made available. Temporary erosion and pollution control measures will be used to correct conditions that develop during construction that were not foreseen during the design stage; that are needed prior to installation of permanent control features; or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.

Where erosion may be a problem, schedule and perform clearing and grubbing operations so that grading operations and permanent erosion control features can follow immediately if project conditions permit. Temporary erosion control measures are required if permanent measures cannot immediately follow grading operations. The RPR shall limit the area of clearing and grubbing, excavation, borrow, and embankment operations in progress, commensurate with the Contractor's capability and progress in keeping the finish grading, mulching, seeding, and other such permanent control measures current with the accepted schedule. If seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified as directed by the RPR.

The Contractor shall provide immediate permanent or temporary pollution control measures to minimize contamination of adjacent streams or other watercourses, lakes, ponds, or other areas of water impoundment as directed by the RPR. If temporary erosion and pollution control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled or directed by the RPR, the work shall be performed by the Contractor and the cost shall be incidental to this item.

The RPR may increase or decrease the area of erodible earth material that can be exposed at any time based on an analysis of project conditions.
The erosion control features installed by the Contractor shall be maintained by the Contractor during the construction period.

Provide temporary structures whenever construction equipment must cross watercourses at frequent intervals. Pollutants such as fuels, lubricants, bitumen, raw sewage, wash water from concrete mixing operations, and other harmful materials shall not be discharged into any waterways, impoundments or into natural or manmade channels.

102-3.4 Installation, maintenance and removal of silt fence. Silt fences shall extend a minimum of 16 inches (41 cm) and a maximum of 34 inches (86 cm) above the ground surface. Posts shall be set no more than 10 feet (3 m) on center. Filter fabric shall be cut from a continuous roll to the length required minimizing joints where possible. When joints are necessary, the fabric shall be spliced at a support post with a minimum 12-inch (300-mm) overlap and securely sealed. A trench shall be excavated approximately 4 inches (100 mm) deep by 4 inches (100 mm) wide on the upslope side of the silt fence. The trench shall be backfilled and the soil compacted over the silt fence fabric. The Contractor shall remove and dispose of silt that accumulates during construction and prior to establishment of permanent erosion control. The fence shall be maintained in good working condition until permanent erosion control is established. Silt fence shall be removed upon approval of the RPR.

METHOD OF MEASUREMENT

102-4.1 Temporary erosion and pollution control work required will be performed as scheduled or directed by the RPR. Completed and accepted work will be measured as follows:

a. Installation and removal of inlet protection will be measured by the each.

102-4.2 Control work performed for protection of construction areas outside the construction limits, such as borrow and waste areas, haul roads, equipment and material storage sites, and temporary plant sites, will not be measured and paid for directly but shall be considered as a subsidiary obligation of the Contractor.

BASIS OF PAYMENT

102-5.1 Accepted quantities of temporary water pollution, soil erosion, and siltation control work ordered by the RPR and measured as provided in paragraph 102-4.1 will be paid for under:

Item C-102a Installation and removal of inlet protection per each

Where other directed work falls within the specifications for a work item that has a contract price, the units of work shall be measured and paid for at the contract unit price bid for the various items.

Temporary control features not covered by contract items that are ordered by the RPR will be paid for in accordance with Section 90, paragraph 90-05 *PAYMENT FOR EXTRA WORK*.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5200-33	*Hazardous Wildlife Attractants on or Near Airports*
AC 150/5370-2	*Operational Safety on Airports During Construction*

ASTM International (ASTM)

ASTM D6461	*Standard Specification for Silt Fence Materials*

United States Department of Agriculture (USDA)

FAA/USDA	Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM C-102

ITEM C-105
MOBILIZATION

105-1 DESCRIPTION. This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, facilities, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

105-2 MOBILIZATION LIMIT. Mobilization shall be limited to 10 percent of the total project cost.

105-3 POSTED NOTICES. Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster "Equal Employment Opportunity is the Law" in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL "Notice to All Employees" Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

105-4 ENGINEER/RPR FIELD OFFICE. The Contractor shall provide dedicated space for the use of the field RPR and inspectors, as a field office for the duration of the project. This space shall be located conveniently near the construction and shall be separate from any space used by the Contractor. The Contractor shall furnish water, sanitary facilities, heat, air conditioning, and electricity in accordance with local building codes.

METHOD OF MEASUREMENT

105-5 BASIS OF MEASUREMENT AND PAYMENT. Partial payments for mobilization will be made once each month as the work progresses. Provided all requirements of applicable General and Special Provisions have been accomplished to the satisfaction of the Engineer, partial payments will be made as follows:

a. When 5% of the original contract amount is earned, 20% of the amount bid for this item will be paid, not to exceed 2% of the original contract amount.

b. When 20% of the original contract amount is earned, 50% of the amount bid for this item, less all-previous payments, will be paid, not to exceed 5% of the original contract amount.

c. When 35% of the original contract amount is earned, 60% of the amount bid for this item, less all-previous payments, will be paid, not to exceed 6% of the original contract amount.

d. When 75% of the original contract amount is earned, the amount bid for this item, less all-previous payments, will be paid, not to exceed 10% of the original contract amount.

e. When 90% of the original contract amount is earned, the amount in excess of 10% of the original contract amount, less all previous payments, will be paid.

For the purpose of the Specification that term "original contract amount" as used above shall mean the amount of the award for the construction items on this contract not including the amount bid for mobilization. Payments for materials on hand will not be included as a percent of original contract amount earned until said materials on hand have been incorporated into the work and accepted and paid for as contract items. For multiple schedule projects, the above "original contract amount" shall be interpreted by schedule.

This price shall extend to the general contractor and to any and all subcontractors. No additional payment will be made to any bid item to compensate the Contractor or subcontractor for loss of profits attributed to mobilization costs.

BASIS OF PAYMENT

105-6 BASIS FOR PAYMENT

105-6.1 Payment shall be at the contract unit price of lump sum for "C-105 Mobilization". That price shall be full compensation for all labor, equipment, and supplies needed to complete the item.

105-6.2 No payment shall be made for mobilization until all requirements are met under section 60-05 Engineer's Field Office unless otherwise authorized by the Engineer in writing.

Payment will be made under:

C-105a - Mobilization

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 – Employee Rights under the Davis-Bacon Act Poster

END OF ITEM C-105

ITEM C-110
METHOD OF ESTIMATING PERCENTAGE OF MATERIAL WITHIN SPECIFICATION LIMITS (PWL)

110-01 GENERAL. When the specifications provide for acceptance of material based on the method of estimating percentage of material within specification limits (PWL), the PWL will be determined in accordance with this section. All test results for a lot will be analyzed statistically to determine the total estimated percent of the lot that is within specification limits. The PWL is computed using the sample average (X) and sample standard deviation (S_n) of the specified number (n) of sublots for the lot and the specification tolerance limits, L for lower and U for upper, for the particular acceptance parameter. From these values, the respective Quality index, Q_L for Lower Quality Index and/or Q_U for Upper Quality Index, is computed and the PWL for the lot for the specified n is determined from Table 1. All specification limits specified in the technical sections shall be absolute values. Test results used in the calculations shall be to the significant figure given in the test procedure.

There is some degree of uncertainty (risk) in the measurement for acceptance because only a small fraction of production material (the population) is sampled and tested. This uncertainty exists because all portions of the production material have the same probability to be randomly sampled. The Contractor's risk is the probability that material produced at the acceptable quality level is rejected or subjected to a pay adjustment. The Owner's risk is the probability that material produced at the rejectable quality level is accepted.

It is the intent of this section to inform the Contractor that, in order to consistently offset the Contractor's risk for material evaluated, production quality (using population average and population standard deviation) must be maintained at the acceptable quality specified or higher. In all cases, it is the responsibility of the Contractor to produce at quality levels that will meet the specified acceptance criteria when sampled and tested at the frequencies specified.

110-02 METHOD FOR COMPUTING PWL. The computational sequence for computing PWL is as follows:

a. Divide the lot into n sublots in accordance with the acceptance requirements of the specification.

b. Locate the random sampling position within the sublot in accordance with the requirements of the specification.

c. Make a measurement at each location, or take a test portion and make the measurement on the test portion in accordance with the testing requirements of the specification.

d. Find the sample average (X) for all sublot test values within the lot by using the following formula:

$X = (x_1 + x_2 + x_3 + \ldots x_n) / n$

Where: X = Sample average of all sublot test values within a lot

$x_1, x_2, \ldots x_n$ = Individual sublot test values

n = Number of sublot test values

e. Find the sample standard deviation (S_n) by use of the following formula:

$S_n = [(d_1^2 + d_2^2 + d_3^2 + \ldots d_n^2)/(n-1)]^{1/2}$

Where: S_n = Sample standard deviation of the number of sublot test values in the set

$d_1, d_2, \ldots d_n$ = Deviations of the individual sublot test values $x_1, x_2, \ldots$ from the average value X

that is: $d_1 = (x_1 - X)$, $d_2 = (x_2 - X) \ldots d_n = (x_n - X)$

n = Number of sublot test values

f. For single sided specification limits (i.e., L only), compute the Lower Quality Index Q_L by use of the following formula:

$Q_L = (X - L) / S_n$

Where: L = specification lower tolerance limit

Estimate the percentage of material within limits (PWL) by entering Table 1 with Q_L, using the column appropriate to the total number (n) of measurements. If the value of Q_L falls between values shown on the table, use the next higher value of PWL.

g. For double-sided specification limits (i.e., L and U), compute the Quality Indexes Q_L and Q_U by use of the following formulas:

$Q_L = (X - L) / S_n$

and

$Q_U = (U - X) / S_n$

Where: L and U = specification lower and upper tolerance limits

Estimate the percentage of material between the lower (L) and upper (U) tolerance limits (PWL) by entering Table 1 separately with Q_L and Q_U, using the column appropriate to the total number (n) of measurements, and determining the percent of material above P_L and percent of material below P_U for each tolerance limit. If the values of Q_L fall between values shown on the table, use the next higher value of P_L or P_U. Determine the PWL by use of the following formula:

$PWL = (P_U + P_L) - 100$

Where: P_L = percent within lower specification limit

P_U = percent within upper specification limit

EXAMPLE OF PWL CALCULATION

Project: Example Project
Test Item: Item P-401, Lot A.

A. PWL Determination for Mat Density.

1. Density of four random cores taken from Lot A.

A-1 = 96.60
A-2 = 97.55
A-3 = 99.30
A-4 = 98.35
n = 4

2. Calculate average density for the lot.

$X = (x_1 + x_2 + x_3 + \ldots x_n) / n$

X = (96.60 + 97.55 + 99.30 + 98.35) / 4
X = 97.95% density

3. Calculate the standard deviation for the lot.
$S_n = [((96.60 - 97.95)^2 + (97.55 - 97.95)^2 + (99.30 - 97.95)^2 + (98.35 - 97.95)^2)) / (4 - 1)]^{1/2}$
$S_n = [(1.82 + 0.16 + 1.82 + 0.16) / 3]^{1/2}$
$S_n = 1.15$

4. Calculate the Lower Quality Index Q_L for the lot. (L=96.3)
$Q_L = (X - L) / S_n$
$Q_L = (97.95 - 96.30) / 1.15$
$Q_L = 1.4348$

5. Determine PWL by entering Table 1 with $Q_L = 1.44$ and n= 4.
PWL = 98

B. PWL Determination for Air Voids.

1. Air Voids of four random samples taken from Lot A.
A-1 = 5.00
A-2 = 3.74
A-3 = 2.30
A-4 = 3.25

2. Calculate the average air voids for the lot.
$X = (x_1 + x_2 + x_3 \ldots n) / n$
X = (5.00 + 3.74 + 2.30 + 3.25) / 4
X = 3.57%

3. Calculate the standard deviation S_n for the lot.
$S_n = [((3.57 - 5.00)^2 + (3.57 - 3.74)^2 + (3.57 - 2.30)^2 + (3.57 - 3.25)^2) / (4 - 1)]^{1/2}$
$S_n = [(2.04 + 0.03 + 1.62 + 0.10) / 3]^{1/2}$
$S_n = 1.12$

4. Calculate the Lower Quality Index Q_L for the lot. (L= 2.0)
$Q_L = (X - L) / S_n$
$Q_L = (3.57 - 2.00) / 1.12$
$Q_L = 1.3992$

5. Determine P_L by entering Table 1 with $Q_L = 1.41$ and n = 4.
$P_L = 97$

6. Calculate the Upper Quality Index Q_U for the lot. (U= 5.0)
$Q_U = (U - X) / S_n$
$Q_U = (5.00 - 3.57) / 1.12$
$Q_U = 1.2702$

7. Determine P_U by entering Table 1 with $Q_U = 1.29$ and n = 4.
$P_U = 93$

8. Calculate Air Voids PWL

$PWL = (P_L + P_U) - 100$

$PWL = (97 + 93) - 100 = 90$

EXAMPLE OF OUTLIER CALCULATION (Reference ASTM E 178)

Project: Example Project
Test Item: Item P-401, Lot A.

A. Outlier Determination for Mat Density.

1. Density of four random cores taken from Lot A arranged in descending order.

A-3 = 99.30
A-4 = 98.35
A-2 = 97.55
A-1 = 96.60

2. From ASTM E178, Table 1, for n=4 an upper 5% significance level, the critical value for test criterion = 1.463.

3. Use average density, standard deviation, and test criterion value to evaluate density measurements.

a. For measurements greater than the average:

If (measurement - average)/(standard deviation) is less than test criterion, then the measurement is not considered an outlier.

For A-3, check if (99.30 - 97.95) / 1.15 is greater than 1.463.

Since 1.174 is less than 1.463, the value is not an outlier.

b. For measurements less than the average:

If (average - measurement)/(standard deviation) is less than test criterion, then the measurement is not considered an outlier.

For A-1, check if (97.95 - 96.60) / 1.15 is greater than 1.463.

Since 1.435 is less than 1.463, the value is not an outlier.

Note: In this example, a measurement would be considered an outlier if the density were:

Greater than $(97.95 + 1.463 \times 1.15) = 99.63\%$

OR

less than $(97.95 - 1.463 \times 1.15) = 96.27\%$

Table 1. Table for Estimating Percent of Lot Within Limits (PWL)

Percent Within Limits (P_L and P_U)	Positive Values of Q (Q_L and Q_U)							
	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
99	1.1541	1.4700	1.6714	1.8008	1.8888	1.9520	1.9994	2.0362
98	1.1524	1.4400	1.6016	1.6982	1.7612	1.8053	1.8379	1.8630
97	1.1496	1.4100	1.5427	1.6181	1.6661	1.6993	1.7235	1.7420
96	1.1456	1.3800	1.4897	1.5497	1.5871	1.6127	1.6313	1.6454
95	1.1405	1.3500	1.4407	1.4887	1.5181	1.5381	1.5525	1.5635
94	1.1342	1.3200	1.3946	1.4329	1.4561	1.4717	1.4829	1.4914
93	1.1269	1.2900	1.3508	1.3810	1.3991	1.4112	1.4199	1.4265
92	1.1184	1.2600	1.3088	1.3323	1.3461	1.3554	1.3620	1.3670
91	1.1089	1.2300	1.2683	1.2860	1.2964	1.3032	1.3081	1.3118
90	1.0982	1.2000	1.2290	1.2419	1.2492	1.2541	1.2576	1.2602
89	1.0864	1.1700	1.1909	1.1995	1.2043	1.2075	1.2098	1.2115
88	1.0736	1.1400	1.1537	1.1587	1.1613	1.1630	1.1643	1.1653
87	1.0597	1.1100	1.1173	1.1192	1.1199	1.1204	1.1208	1.1212
86	1.0448	1.0800	1.0817	1.0808	1.0800	1.0794	1.0791	1.0789
85	1.0288	1.0500	1.0467	1.0435	1.0413	1.0399	1.0389	1.0382
84	1.0119	1.0200	1.0124	1.0071	1.0037	1.0015	1.0000	0.9990
83	0.9939	0.9900	0.9785	0.9715	0.9671	0.9643	0.9624	0.9610
82	0.9749	0.9600	0.9452	0.9367	0.9315	0.9281	0.9258	0.9241
81	0.9550	0.9300	0.9123	0.9025	0.8966	0.8928	0.8901	0.8882
80	0.9342	0.9000	0.8799	0.8690	0.8625	0.8583	0.8554	0.8533
79	0.9124	0.8700	0.8478	0.8360	0.8291	0.8245	0.8214	0.8192
78	0.8897	0.8400	0.8160	0.8036	0.7962	0.7915	0.7882	0.7858
77	0.8662	0.8100	0.7846	0.7716	0.7640	0.7590	0.7556	0.7531
76	0.8417	0.7800	0.7535	0.7401	0.7322	0.7271	0.7236	0.7211
75	0.8165	0.7500	0.7226	0.7089	0.7009	0.6958	0.6922	0.6896
74	0.7904	0.7200	0.6921	0.6781	0.6701	0.6649	0.6613	0.6587
73	0.7636	0.6900	0.6617	0.6477	0.6396	0.6344	0.6308	0.6282
72	0.7360	0.6600	0.6316	0.6176	0.6095	0.6044	0.6008	0.5982
71	0.7077	0.6300	0.6016	0.5878	0.5798	0.5747	0.5712	0.5686
70	0.6787	0.6000	0.5719	0.5582	0.5504	0.5454	0.5419	0.5394
69	0.6490	0.5700	0.5423	0.5290	0.5213	0.5164	0.5130	0.5105
68	0.6187	0.5400	0.5129	0.4999	0.4924	0.4877	0.4844	0.4820
67	0.5878	0.5100	0.4836	0.4710	0.4638	0.4592	0.4560	0.4537
66	0.5563	0.4800	0.4545	0.4424	0.4355	0.4310	0.4280	0.4257
65	0.5242	0.4500	0.4255	0.4139	0.4073	0.4030	0.4001	0.3980
64	0.4916	0.4200	0.3967	0.3856	0.3793	0.3753	0.3725	0.3705
63	0.4586	0.3900	0.3679	0.3575	0.3515	0.3477	0.3451	0.3432
62	0.4251	0.3600	0.3392	0.3295	0.3239	0.3203	0.3179	0.3161
61	0.3911	0.3300	0.3107	0.3016	0.2964	0.2931	0.2908	0.2892
60	0.3568	0.3000	0.2822	0.2738	0.2691	0.2660	0.2639	0.2624
59	0.3222	0.2700	0.2537	0.2461	0.2418	0.2391	0.2372	0.2358
58	0.2872	0.2400	0.2254	0.2186	0.2147	0.2122	0.2105	0.2093
57	0.2519	0.2100	0.1971	0.1911	0.1877	0.1855	0.1840	0.1829
56	0.2164	0.1800	0.1688	0.1636	0.1607	0.1588	0.1575	0.1566
55	0.1806	0.1500	0.1406	0.1363	0.1338	0.1322	0.1312	0.1304
54	0.1447	0.1200	0.1125	0.1090	0.1070	0.1057	0.1049	0.1042
53	0.1087	0.0900	0.0843	0.0817	0.0802	0.0793	0.0786	0.0781
52	0.0725	0.0600	0.0562	0.0544	0.0534	0.0528	0.0524	0.0521
51	0.0363	0.0300	0.0281	0.0272	0.0267	0.0264	0.0262	0.0260
50	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

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Percent Within Limits (P_L and P_U)	Negative Values of Q (Q_L and Q_U)							
	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
49	-0.0363	-0.0300	-0.0281	-0.0272	-0.0267	-0.0264	-0.0262	-0.0260
48	-0.0725	-0.0600	-0.0562	-0.0544	-0.0534	-0.0528	-0.0524	-0.0521
47	-0.1087	-0.0900	-0.0843	-0.0817	-0.0802	-0.0793	-0.0786	-0.0781
46	-0.1447	-0.1200	-0.1125	-0.1090	-0.1070	-0.1057	-0.1049	-0.1042
45	-0.1806	-0.1500	-0.1406	-0.1363	-0.1338	-0.1322	-0.1312	-0.1304
44	-0.2164	-0.1800	-0.1688	-0.1636	-0.1607	-0.1588	-0.1575	-0.1566
43	-0.2519	-0.2100	-0.1971	-0.1911	-0.1877	-0.1855	-0.1840	-0.1829
42	-0.2872	-0.2400	-0.2254	-0.2186	-0.2147	-0.2122	-0.2105	-0.2093
41	-0.3222	-0.2700	-0.2537	-0.2461	-0.2418	-0.2391	-0.2372	-0.2358
40	-0.3568	-0.3000	-0.2822	-0.2738	-0.2691	-0.2660	-0.2639	-0.2624
39	-0.3911	-0.3300	-0.3107	-0.3016	-0.2964	-0.2931	-0.2908	-0.2892
38	-0.4251	-0.3600	-0.3392	-0.3295	-0.3239	-0.3203	-0.3179	-0.3161
37	-0.4586	-0.3900	-0.3679	-0.3575	-0.3515	-0.3477	-0.3451	-0.3432
36	-0.4916	-0.4200	-0.3967	-0.3856	-0.3793	-0.3753	-0.3725	-0.3705
35	-0.5242	-0.4500	-0.4255	-0.4139	-0.4073	-0.4030	-0.4001	-0.3980
34	-0.5563	-0.4800	-0.4545	-0.4424	-0.4355	-0.4310	-0.4280	-0.4257
33	-0.5878	-0.5100	-0.4836	-0.4710	-0.4638	-0.4592	-0.4560	-0.4537
32	-0.6187	-0.5400	-0.5129	-0.4999	-0.4924	-0.4877	-0.4844	-0.4820
31	-0.6490	-0.5700	-0.5423	-0.5290	-0.5213	-0.5164	-0.5130	-0.5105
30	-0.6787	-0.6000	-0.5719	-0.5582	-0.5504	-0.5454	-0.5419	-0.5394
29	-0.7077	-0.6300	-0.6016	-0.5878	-0.5798	-0.5747	-0.5712	-0.5686
28	-0.7360	-0.6600	-0.6316	-0.6176	-0.6095	-0.6044	-0.6008	-0.5982
27	-0.7636	-0.6900	-0.6617	-0.6477	-0.6396	-0.6344	-0.6308	-0.6282
26	-0.7904	-0.7200	-0.6921	-0.6781	-0.6701	-0.6649	-0.6613	-0.6587
25	-0.8165	-0.7500	-0.7226	-0.7089	-0.7009	-0.6958	-0.6922	-0.6896
24	-0.8417	-0.7800	-0.7535	-0.7401	-0.7322	-0.7271	-0.7236	-0.7211
23	-0.8662	-0.8100	-0.7846	-0.7716	-0.7640	-0.7590	-0.7556	-0.7531
22	-0.8897	-0.8400	-0.8160	-0.8036	-0.7962	-0.7915	-0.7882	-0.7858
21	-0.9124	-0.8700	-0.8478	-0.8360	-0.8291	-0.8245	-0.8214	-0.8192
20	-0.9342	-0.9000	-0.8799	-0.8690	-0.8625	-0.8583	-0.8554	-0.8533
19	-0.9550	-0.9300	-0.9123	-0.9025	-0.8966	-0.8928	-0.8901	-0.8882
18	-0.9749	-0.9600	-0.9452	-0.9367	-0.9315	-0.9281	-0.9258	-0.9241
17	-0.9939	-0.9900	-0.9785	-0.9715	-0.9671	-0.9643	-0.9624	-0.9610
16	-1.0119	-1.0200	-1.0124	-1.0071	-1.0037	-1.0015	-1.0000	-0.9990
15	-1.0288	-1.0500	-1.0467	-1.0435	-1.0413	-1.0399	-1.0389	-1.0382
14	-1.0448	-1.0800	-1.0817	-1.0808	-1.0800	-1.0794	-1.0791	-1.0789
13	-1.0597	-1.1100	-1.1173	-1.1192	-1.1199	-1.1204	-1.1208	-1.1212
12	-1.0736	-1.1400	-1.1537	-1.1587	-1.1613	-1.1630	-1.1643	-1.1653
11	-1.0864	-1.1700	-1.1909	-1.1995	-1.2043	-1.2075	-1.2098	-1.2115
10	-1.0982	-1.2000	-1.2290	-1.2419	-1.2492	-1.2541	-1.2576	-1.2602
9	-1.1089	-1.2300	-1.2683	-1.2860	-1.2964	-1.3032	-1.3081	-1.3118
8	-1.1184	-1.2600	-1.3088	-1.3323	-1.3461	-1.3554	-1.3620	-1.3670
7	-1.1269	-1.2900	-1.3508	-1.3810	-1.3991	-1.4112	-1.4199	-1.4265
6	-1.1342	-1.3200	-1.3946	-1.4329	-1.4561	-1.4717	-1.4829	-1.4914
5	-1.1405	-1.3500	-1.4407	-1.4887	-1.5181	-1.5381	-1.5525	-1.5635
4	-1.1456	-1.3800	-1.4897	-1.5497	-1.5871	-1.6127	-1.6313	-1.6454
3	-1.1496	-1.4100	-1.5427	-1.6181	-1.6661	-1.6993	-1.7235	-1.7420
2	-1.1524	-1.4400	-1.6016	-1.6982	-1.7612	-1.8053	-1.8379	-1.8630
1	-1.1541	-1.4700	-1.6714	-1.8008	-1.8888	-1.9520	-1.9994	-2.0362

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4355 **END OF SECTION 110**

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SPECIAL PROVISIONS

Part A – Federal Requirements

1. CIVIL RIGHTS ACT OF 1964, TITLE VI ASSURANCES

Compliance with Nondiscrimination Requirements:

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

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

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

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

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

1.1(e) Sanctions for Noncompliance. In the event of a Contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited:

a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

1.1(f) Incorporation of Provisions. The Contractor will include the provisions of paragraphs 1.1(a) through 1.1(f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

1.2 Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places

of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

References: 49 CFR § 47123; FAA Order 1400.11

2. GENERAL CIVIL RIGHTS PROVISIONS

Sponsor Contracts

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract

References: 49 USC § 47123

3. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

3.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3.3 The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Reference: 49 CFR Part 20, Appendix A; 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix II(I)

4. ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for

a period of not less than three years after final payment is made and all pending matters are closed.

References: 2 CFR § 200.334, 2 CFR § 200.337, FAA Order 5100.38

5. DISADVANTAGED BUSINESS ENTERPRISES

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

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the Contractor from future bidding as non-responsible.

5.2 Prompt Payment (49 CFR §26.29) The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30days from the receipt of each payment the prime contractor receives from Gunnison County, Colorado. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Gunnison County, Colorado. This clause applies to both DBE and non-DBE subcontractors.

5.3 Termination of DBE Subcontracts (49 CFR § 26.53(f); The prime contractor must not terminate a DBE subcontractor listed in response to [include Solicitation paragraph number where paragraph 12.3.1, Solicitation Language appears] (or an approved substitute DBE firm) without prior written consent of Gunnison County, Colorado. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent Gunnison County, Colorado. Unless Gunnison County, Colorado consent

is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Gunnison County, Colorado may provide such written consent only if Gunnison County, Colorado agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to Gunnison County, Colorado its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to Gunnison County, Colorado, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise Gunnison County, Colorado and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why Gunnison County, Colorado should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), Gunnison County, Colorado may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

Reference: 49 CFR Part 26

6. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

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

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

Reference: 2 CFR § 200 Appendix II(A)

8. TRADE RESTRICTION CERTIFICATION

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

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

c. has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR

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

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

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

(1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or

(2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or

(3) who incorporates in the public works project any product of a foreign country on such USTR list;

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against

U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

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

References: 49 CFR Part 30; *49 USC § 50104*

9. VETERAN'S PREFERENCE

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

References: Title 49 U.S.C. 47112(c)

10. DAVIS BACON REQUIREMENTS

10.1 Minimum Wages.

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly

period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)

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

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

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

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

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

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer,

to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

11.2 Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

11.3 Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe

benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

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

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her

agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

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

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

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

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

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

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

11.4 Apprentices and Trainees.

(i) **Apprentices**. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program

registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees**. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage

determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

11.5 Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

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

11.7 Contract Termination: Debarment. A breach of the contract clauses in paragraphs 11.1 through 11.10 of this section may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR § 5.12.

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

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

11.10 Certification of Eligibility.

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

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

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

Reference: 2 CFR § 200 Appendix II(D), 29 CFR Part 5, 49 USC § 47112(b), 40 USC §§ 3141-3144, 3146, and 3147

11. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE AND SPECIFICATIONS

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

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

11.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

11.3 The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not

otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

11.4 The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

11.8 The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance*: Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

11.9. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

11.10. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

11.11. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

11.12. The Contractor shall implement the specific affirmative action standards provided in paragraphs 12.14a through 12.14p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has

employees in the covered area. Covered construction Contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

11.13. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

11.14. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

11.15. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this

shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 12.8b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such a superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractors and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

11.16. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (12.14a through 12.14p). The efforts of a Contractor association, joint Contractor union, Contractor community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 12.14a through 12.14p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

11.17. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and

female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

11.18. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11.19. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

11.20. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

11.21. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 12.14 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

11.22. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

11.23. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program.

References: Executive Order 11246; 41 CFR Part 60-1.4; 41 CFR Part 60-4.3; 2 CFR Part 200 Appendix II(C)

12. PROHIBITION OF SEGREGATED FACILITIES

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

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

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

References: 41 CFR Part 60; 2 CFR Part 200, Appendix II(C)

13. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

13.1 The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

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

Timetables:

-Goals for minority participation for each trade: 10.2%

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Participation Goals for Minorities and Females

-Goals for female participation in each trade: 6.9%

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

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed

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

13.4 As used in this notice and in the contract resulting from this solicitation, the "covered area" is Gunnison, Gunnison County, in the State of Colorado.

References: Executive Order 11246; 41 CFR Parts 60 – 4;

14. TERMINATION OF CONTRACT

14.1 TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

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

1. Contractor must immediately discontinue work as specified in the written notice.

2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.

3. Discontinue orders for materials and services except as directed by the written notice.

4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work and as directed in the written notice.

5. Complete performance of the work not terminated by the notice.

6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1) Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;

2) Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;

3) Reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and

4) Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action

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

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

14.2 TERMINATION FOR CAUSE (CONSTRUCTION)

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

14.3 TERMINATION FOR CAUSE (EQUIPMENT)

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract for cause if the Contractor:

1. Fails to begin the Work under the Contract within the time specified in the Notice- to-Proceed;

2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;

3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;

4. Fails to comply with material provisions of the Contract;

5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or

6. Becomes insolvent or declares bankruptcy;

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

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

References: 2 CFR § 200 Appendix II(B); FAA Advisory Circular 150/5370-10, Section 80-09

15. DEBARMENT AND SUSPENSION

15.1 APPLICABILITY

The contract agreement that ultimately results from this solicitation is a "covered transaction" as defined by Title 2 CFR Part 180. Bidder must certify at the time they submit their proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction. The bidder with the successful bid further agrees to comply with Title 2 CFR Part 1200 and Title 2 CFR Part 180, Subpart C by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction".

15.2 CERTIFICATE OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

15.3 CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov

2. Collecting a certification statement similar to the Certificate of Offeror/Bidder Regarding Debarment above.

3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

Reference Title 2 CFR Part 180 (Subpart B); CFR Part 200, Appendix II9H); 2 CFR Part 1200; DOT Order 4200.5; Executive Orders 12549 and 12689

16. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

16.1 Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives

compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.

16.2 Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor or any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

16.3 Withholding for Unpaid Wages and Liquidated Damages. The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

16.4 Subcontractors. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

References: 2 CFR § 200 Appendix II (E), 2 CFR § 5.5(b), 40 USC § 3702, 40 USC § 3704

17. CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed $150,000.

References: 2 CFR §Part 200, Appendix II(G), 42 USC § 7401, et seq, 33 USC § 1251, et seq

18. BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,3 U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

The Buy American Preference incorporates statutory requirements and policies outlined in the in 49 USC § 50101, Executive Order 14005, and BABA.

18.1 Section 50101 of 49 USC requires that all steel and manufactured goods used on AIP projects be produced in the United States. This section also gives the FAA the ability to issue a waiver to a Sponsor to use non-domestic material on an AIP funded project subject to meeting certain conditions. A Sponsor may request that the FAA issue a waiver from the Buy American Preference requirements if the FAA finds that:

1) Applying the provision is not in the public interest.
2) The steel or manufactured goods are not available in sufficient quantity or quality in the United States.
3) The cost of components and subcomponents produced in the United States is more than 60 percent of the total components of a facility or equipment, and

[1] Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

final assembly has taken place in the United States. Items that have an FAA standard specification item number (such as specific airport lighting equipment) are considered the equipment.

4) Applying this provision would increase the cost of the overall project by more than 25 percent.

18.2 The FAA Office of Airports maintains listings of projects and products that have received a waiver from the Buy American Preference requirements for project specific and nationwide use. Each of these conformance lists is available online at www.faa.gov/airports/aip/buy_american/.

Products listed on the FAA Nationwide Buy American Conformance list do not require additional submittal of domestic content information. Nationwide waivers expire five years from the date issued, unless revoked earlier by the FAA.

18.3 Bids or offers that are not accompanied by a completed Buy America Certification must be rejected as nonresponsive.

Buy America Certification is included in Division 2 of these Contract Documents.

References: Title 49 U.S.C. § 50101

19. COPELAND "ANTI-KICKBACK" ACT

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

Reference: 2 CFR §Part 200 Appendix II(D), 29 CFR parts 3 & 5

20. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

Reference: 29 USC § 201, et seq.; 2 CFR § 200.430

21. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

Reference 20 CFR part 1910

22. DISTRACTED DRIVING

TEXTING WHEN DRIVING

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

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

Reference Executive Order 13513, and DOT Order 3902.10

23. PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest

percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or,

2) The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

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

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;

b) Fails to meet reasonable contract performance requirements; or

c) Is only available at an unreasonable price.

24. SEISMIC SAFETY

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

25. DOMESTIC PREFERENCES FOR PROCUREMENTS

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

SPECIAL PROVISIONS

PART B - FAA REQUIREMENTS

1. AIRPORT IMPROVEMENT PROGRAM.

The work in this contract is included in Airport Improvement Program (AIP) Project Number 3-08-0030-063/064-2023 which is being undertaken and accomplished by the Owner in accordance with the terms and conditions of a grant agreement between the Owner and the United States, under the Airport Improvement Act per Chapter 471 of Title 49 of the United States Code (U.S.C.), as amended by the airport, and the Airway Safety and Capacity Expansion Act of 1987, pursuant to which the United States has agreed to pay a certain percentage of the associated project costs that are determined to be allowable under said Act. The Contractor shall note that the United States is not a party to this contract and no reference in this contract to the FAA or any representative thereof, or to any rights granted to the FAA or any representative thereof, or the United States, by the contract, make the United States a party to this contract.

2. DBE ADMINISTRATION

2.1 Eligibility of DBE's:

Those firms currently certified as DBE's by the Colorado Department of Transportation are eligible to participate as DBE's on this contract. A list of these firms can be obtained from the State, the consulting engineer, or the Sponsor. Previous acceptance of a DBE by the FAA, State or Sponsor does not ensure acceptance on this project.

2.2 Counting DBE Participation Towards DBE Goals:

DBE participation toward attainment of the goal will be computed on the basis of the subcontract prices agreed to between the contractor and subcontractors for the contract items or portions of items being sublet, as shown on the DBE Participation Form and attachments. Credit will only be given for use of DBE's that are certified or accepted according to this specification. DBE participation shall be counted toward meeting the DBE goal in accordance with the following:

a. Commercially Useful Function:

The Sponsor shall count toward the DBE goal only those expenditures to DBE's that perform a commercially useful function in the work of the contract. A DBE performs a commercially useful function when it is responsible for execution of a distinct element of work by actually performing, managing, and supervising that work. To determine if a DBE is performing a commercially useful function, the amount of work subcontracted, industry practices, and other relevant factors will be evaluated. If consistent with

industry practices, a DBE shall enter into a subcontract or other contractual written agreement. A DBE Contractor may subcontract a portion of the work up to the amount allowed under standard subcontracting contract provisions of normal industry practices. A DBE is presumed not to be performing a commercially useful function if the DBE is performing outside these guidelines.

b. Materials and Supplies:

The Sponsor shall count toward the DBE goal the expenditures for materials and supplies obtained from DBE suppliers and manufacturers as described below. The DBE's must assume the actual and contractual responsibility for the provision of the materials and supplies:

(1) The entire expenditure to a DBE manufacturer will be counted toward the DBE goal. A manufacturer must operate or maintain a factory or establishment that produces on the premises the materials or supplies that are obtained by the contractor.

(2) Sixty percent of expenditures to a DBE regular dealer will be counted toward the DBE goal. A regular dealer must perform a commercially useful function in the supply process including buying the materials or supplies, maintaining an inventory and regularly selling materials to the public. Bulk items such as steel, cement, gravel, stone and petroleum products need not be kept in stock, but the dealer must own or operate distribution equipment.

(3) No credit will be given toward the DBE goal, if the prime contractor makes a direct payment to a non-DBE material supplier. However, it will be permissible for a material supplier to invoice the prime contractor and the DBE jointly and be paid by the prime contractor making remittance to the DBE firm and material supplier jointly.

(4) No credit, toward the DBE goal, will be given for the cost of materials or equipment used in a DBE firm's work when those costs are paid by a deduction from the prime contractor's payment(s) to the DBE firm.

c. Owner-Operator Trucking:

The Sponsor shall count toward the DBE goal, the entire delivery fee paid to DBE owner-operators performing trucking for the contractor, if they appear on the contractor's payroll and separate records are furnished to the Sponsor documenting the expenditures. The records shall include for each owner-operator; their social security number; driver's license number; vehicle registration number; current vehicle license number; truck number; and a complete record of the contract fees paid to them.

d. Joint Venture:

When a joint venture contract is involved, the Sponsor shall count towards the DBE goal that portion of the contract total dollar value equal to the percentage of ownership and control of each DBE firm within the joint venture. Such crediting is subject to the sponsor's acceptance of the joint venture agreement. The Bidder must furnish the joint venture agreement with the DBE Participation Form. The joint venture agreement must include a detailed breakdown of the following:

(1) Contract responsibility of the DBE for specific contract items of work,

(2) Capital participation by the DBE,

(3) Specific equipment to be provided by the DBE,

(4) Specific responsibilities of the DBE regarding control of the joint venture,

(5) Specific workers and skills to be provided by the DBE, and

(6) Percentage distribution to the DBE of the projected profit or loss incurred by the joint venture.

The joint venture must be certified by the sponsor prior to the sponsor submitting the proposal to the FAA. A copy of the sponsor's certification letter must be submitted to FAA along with the DBE Participation Form.

3. DBE AWARD DOCUMENTATION AND PROCEDURE:

All bidders shall certify in the bid proposal their intent to meet or exceed the established goal or to demonstrate good faith efforts to meet the goal. Failure to make such certification or failure to demonstrate good faith efforts will render a bid non responsive.

3.1 DBE Participation Form:

The apparent successful bidder must submit with the bid the following information on the proposed DBE Participation Form attached to the Proposal. The information shall demonstrate the contractor's intended participation by certified DBE's. When the required information is not provided by the apparent low bidder the bid will be ruled non responsive and will not be considered. The information furnished shall consist of:

a. The names, addresses, contact persons, phone numbers, and category of DBE firms to be used on the contract;

b. A list of the bid items of work to be performed by the DBE and the percent to be credited toward the DBE goal;

c. The dollar value of each of the DBE work items; and

d. If the DBE goal is not met, a statement of why the goal and a demonstration of the good faith efforts taken to meet the DBE goal.

3.2 Sponsor Evaluation:

In selecting the lowest responsible bidder, the Sponsor will evaluate the DBE information provided with the bid. The Sponsor may request additional DBE information and may allow the bidders, up to 7 calendar days after bid submittal to supplement or resubmit information concerning their proposed DBE participation. Prior to awarding the contract the Sponsor will verify verbally and/or in writing that the information submitted by the apparent successful bidder is accurate and complete.

3.3 Good Faith Efforts:

If the bidder is unable to meet the DBE goal, the bidder must submit evidence of good faith efforts taken to meet the goal. Good faith efforts conducted after the bid opening will not be considered adequate to fulfill these bid requirements. Good faith efforts may include but are not limited to:

a. Efforts to select portions of the work for performance by DBE's, in order to increase the likelihood of achieving the DBE goal. This can include, but is not limited to, breaking down contracts into economically feasible units to facilitate DBE participation. Selection of portions of work shall be at least equal to the DBE goal.

b. Written notification to individual DBE's likely to participate in the contract sent at least 7 calendar days prior to the bid opening. The notification shall list specific items or types of work and shall be sent to a reasonable number of DBE's qualified to participate in the contract.

c. Efforts to negotiate with DBE's for specific items of work including:

(1) Names, addresses, and telephone numbers of DBE's who were contacted, the dates of initial contact and information on further contacts made to determine with certainty if the DBE's were interested. Personal or phone contacts are expected;

(2) Description of the information provided to the DBE's regarding the plans, specifications and estimated quantities for portions of the work to be performed;

(3) Individual statements as to why agreements with DBE's were not reached; and

(4) Information on each DBE contacted but rejected and the reasons for the rejection.

d. Efforts to assist the DBE's that need assistance in obtaining bonding, insurance, or lines of credit required by the contractor.

e. Documentation that qualified DBE's are not available or not interested.

f. Advertisements in general circulation media, trade association publications and disadvantaged-focus media concerning subcontracting opportunities.

g. Efforts to use the services of available disadvantaged community organizations; disadvantaged contractor's groups; local, state and federal disadvantaged business assistance offices; and other organizations that provide assistance in recruitment and placement of DBE's.

The demonstration of good faith efforts by the contractor must prove the contractor actively and aggressively sought out DBE's to participate in the project. The following actions would not be considered acceptable reasons for failure to meet the DBE goal and would not constitute a good faith effort:

a. The DBE was unable to provide adequate performance and/or payment bonds.

b. A reasonable DBE bid was rejected based on price.

c. The DBE would not agree to perform the subcontract work at the prime contractors unit bid price.

d. Union versus non-union status of the DBE firm.

e. The prime contractor would normally perform all work included in this contract.

f. The prime contractor solicited DBE participation by mail only.

3.4 Post Award Compliance:

If the contract is awarded on less than full DBE goal participation, the contractor is not relieved of the responsibility to make a determined effort to meet the full goal amount during the life of the contract. In such a case, the contractor shall continue good faith efforts throughout the life of the contract to increase the DBE participation to meet the contract goal.

If a DBE is unwilling or unable to perform the work specified, the contractor shall request from the Sponsor and FAA, relief from the obligation to use that DBE. Efforts will be made by the contractor to acquire from the DBE a letter which states the reason the DBE is unwilling or unable to complete its obligations under the project. If this results in a DBE contract shortfall, the contractor shall immediately take steps to obtain another certified DBE to perform an equal dollar value of allowable credit. If a new DBE cannot be found, the contractor shall submit evidence of good faith efforts within 15 calendar days of the request for relief. The contractor shall submit the new DBE's name, address, work items and the dollar

amount of each item. The sponsor and the FAA shall approve the new DBE before the DBE starts work.

If the contractor fails to conform to the approved DBE participation or if it becomes evident that the remaining work will not meet the approved participation, then the contractor shall submit evidence showing either how the contractor intends to meet the DBE participation, or what circumstances have changed affecting the DBE participation. If the sponsor is not satisfied with the evidence, then liquidated damages may be assessed for the difference between the approved and actual DBE participation.

3.5 Records and Reports:

The contractor shall keep records as necessary to determine compliance with the DBE obligations. The records shall include but are not limited to:

a. Record of DBE Participation: The names of disadvantaged and non-disadvantaged subcontractors, regular dealers, manufacturers, consultant and service agencies; the type of work or materials or services performed on or incorporated in the project; and the actual value of such work.

b. Efforts to Utilize DBE Firms: Documentation of all efforts made to seek out disadvantaged contractor organizations and individual disadvantaged contractors for work on this project. All correspondence, personal contacts, telephone calls, etc., to obtain the services of DBE's should be documented.

c. Final DBE Certification: Upon completion of the individual DBE firm's work, the prime contractor shall submit a certification attesting to the actual work performed by the DBE firm and the amount paid the DBE firm. This certification shall be signed by both the prime contractor and the DBE firm.

4. FAA INSPECTION/REVIEW.

The Contractor shall allow any authorized representative of the FAA to inspect and review any work or materials used in the performance of this contract.

5. FAA.

The Contractor shall permit FAA personnel the right to enter the work site during the term of the contract for maintenance of existing navigation and communication facilities.

In the event that the proposed AIP work will impact existing FAA navigation and communication facilities, the Engineer will notify FAA one week in advance of construction activity in order to allow the FAA sufficient time to locate and mark existing field cables and to avoid an unscheduled facility outage. The Engineer shall coordinate with FAA concerning all operation and shutdown of all FAA navigational facilities during this construction project.

Any FAA equipment/cable that is damaged by the contractor shall be repaired as approved by FAA personnel. If FAA cables are anticipated to facilitate construction, the Contractor shall provide advance notice to FAA in order to mobilize an FAA technician to the site for observation of the splicing. Splicing and cable repair shall meet the FAA specifications and shall be accomplished to the satisfaction of FAA. All such work shall be performed by qualified workmen regularly engaged in cable repair & splicing. In the event the existing cable cannot be repaired to the satisfaction of FAA personnel, new cable of like kind shall be procured and installed by the Contractor.

6. OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION.

All work within the Airport Operations Area shall be accomplished in conformance to Advisory Circular 150/5370-2G and the Construction Safety and Phasing Plan (CSPP) contained in Division 6 of this document. The CSPP conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit for approval, a Safety Plan Compliance Document (SPCD), prior to Notice to Proceed, that details how it proposes to comply with the requirements presented within the CSPP.

SPECIAL PROVISIONS

PART C – AIRPORT REQUIREMENTS

1. HAUL ROADS:

The Contractor shall obtain approval from the Engineer prior to establishing haul roads within the airport property. Once established, the haul roads shall be utilized for all equipment traffic, and the equipment shall not be allowed to stray or wander away from the established routes. The haul roads shall be the responsibility of the Contractor and shall be maintained and kept in good order at all times. Water, when required, shall be applied at the locations and in the amounts necessary to minimize dust and dirt in the air operations area. Haul roads across any active runway or taxiway shall be kept clean and in good order at all times. The Contractor shall repair any damage caused by the movement of equipment on any of the haul roads, whether in designated or undesignated areas. After completion of the project, the Contractor shall be required to re-grade any unpaved portions of the haul road and to reseed the area with local native grasses to match the existing conditions of the area. The performance of any work as specified by this provision, including watering, maintenance, and repair of the haul roads, shall not be measured and paid for directly, but shall be considered as necessary and incidental to the work.

Establishment of haul roads off of Airport property shall be the sole responsibility of the Contractor.

2. AIRPORT SECURITY:

The Contractor will be required to submit to the airport prior to the commencement of construction, evidence in the form of a certification letter that all of their employees who will have unescorted access to the AOA have been checked for employment, security, and criminal history for the last ten years. The letter will also certify that these employees meet all security regulations as required by the Sponsor's security program.

During the course of the construction operations, the Contractor will be allowed to utilize a maximum of two (2) airport access "Security Gates" as entrance to the construction site. This gate and the associated haul roads shall be designated by the Engineer. The Contractor shall be required to keep this gate guarded and closed during construction hours. The gate may be opened only for authorized vehicle traffic flow. At such times as this gate is not guarded, it shall be closed and securely locked. The Contractor will be required to obtain an "airport security" permit from the Office of the Airport Manager for all vehicles and personnel used on the construction project. Said permit shall hold the Contractor responsible for all vehicles and personnel on the airport property other than those that have individual authorization. All authorized vehicles and construction equipment must display a three foot by three foot flag with international orange and white 12 inch squares displayed in full view above the vehicles. Passengers in any authorized vehicles shall be the responsibility of the Contractor. The "gate guard" shall allow no unauthorized vehicle or person to enter the "air operations" side of the airport without the above stipulated "security clearance." The Contractor and the Contractor's "security gate guard" shall be held duly responsible to uphold the above security stipulations

at all times during the progress of the construction project. No deviations from these security measures shall be allowed at any time. There shall be a $1,000.00 penalty for each deviation from these security provisions.

3. RADIO COMMUNICATIONS:

The Contractor's superintendent and flagman shall be required to monitor transceiver radios tuned to the 122.7 MH_z frequency at all times. Radios shall be supplied by the Contractor. Such radios shall be used to obtain proper clearance in regard to the movement of equipment, trucks, etc., on the airport. Further, any unusual occurrences in the flight pattern of approaching or departing aircraft shall be acknowledged by all concerned so that operation of the airport and the construction work can be safely carried on at all times.

4. WORK SCHEDULE:

Immediately after the award of contract, the Contractor shall file with the Engineer a time chart or schedule of proposed progress, a plan of construction and proposed detailed methods of carrying out the work, including a full statement of equipment and equipment layout for the job.

The Sponsor reserves the right to request changes in the sequence of project schedules if such change is required in the interest of safety or airport operation.

5. CONTRACTOR'S QUALITY CONTROL PROGRAM:

The contractor and their chosen testing laboratory shall submit a quality control plan submitted and approved prior to the Notice to Proceed (NTP). The quality control plan should contain the following items:

a. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.

b. Procedures for the testing laboratories to meet the requirements of the applicable ASTM, AASHTO or other standards referenced in the contract specifications.

c. Qualifications of engineering supervision and construction inspection personnel.

d. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerance permitted for each type of test.

e. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, that the proper corrective actions, where necessary, are undertaken, and that the quantity of materials used is adequate.

6. SEQUENCE OF WORK:

The Contractor will be required to accomplish the work items according to the schedule of construction as submitted to the Engineer following the award of the contract. Prior to closing any taxiways or apron area, they shall be marked in conformance with the FAA Advisory Circular 150/5340-1 latest edition. This shall consist of placing barricades and flashers on each taxiway and closed runway crosses on the effected runways. Flashers must be well anchored so they do not blow over from jet blasts or strong winds. Closed taxiway, apron area, and other airfield markings and maintenance of these items are considered a necessity and an incidental part of the work, and no separate measurement or payment will be made. The Contractor shall consider the costs and distribute them to the various bid items.

The Contractor shall not allow men or equipment within **250.0** feet of any runway centerline or within **85.5** feet of the centerline of any taxiway, nor shall he permit materials to be stored or stocked within **400.0** feet of any runway centerline or within **121.5** feet of the centerline of any taxiway during the entire period of this project without first obtaining approval of the Engineer. When the Contractor's operations require the closing of any runway or taxiway, the Contractor shall mark said runway or taxiway in accordance with the plans and specifications at no additional cost to the Sponsor.

Prior to construction on any taxiway or runway, the Contractor shall, upon approval by the Engineer, close the taxiway or runway and begin work. The Contractor shall be responsible for clearly marking and defining the closed taxiways or runways by use of warning lights, barricades, flags and closed taxiway or runway markings in conformance with FAA Advisory Circular 150/5370-2 latest edition. The Contractor shall be responsible for maintaining these barricades and keeping them clearly visible at all times.

The Sponsor shall meet with the Contractor immediately after the award of the contract to work up the sequence of work for the project.

7. CLOSURE OF AIR OPERATIONS AREAS:

Barricades are considered a necessary and incidental part of the work and no separate measurement or payment will be made therefore. The Contractor shall consider the costs and distribute them to the various bid items.

8. ACCIDENT PREVENTION:

Precautions shall be exercised at all times for the protection of persons (including employees) and property, and that the safety provisions of applicable laws and of applicable building construction codes shall be observed, and that machinery, equipment, and explosives shall be guarded and all hazards shall be eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

9. EXISTING UNDERGROUND CABLES:

The FAA shall attempt to locate all of their underground cables that are located in the vicinity of the work areas, prior to construction in the area. The Contractor shall attempt to locate the Sponsor's and all other public underground cables prior to construction. Damage to the underground cables through negligence on the part of the Contractor will require replacement by the Contractor at no cost to the Sponsor. Any splicing or replacing of damaged cable shall meet current FAA specifications.

10. UTILITIES:

Any utilities required by the Contractor for the prosecution of the work shall be paid for by said Contractor.

11. INDEMNIFICATION:

The Contractor agrees to indemnify and save harmless Gunnison County/City of Gunnison, its officers, agents, and employees, against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of Gunnison County/City of Gunnison, and further agrees to defend, indemnify and save harmless, Gunnison County/City of Gunnison, its officers, agents, and employees from any claims, demands, suits, actions, proceedings of any kind or nature resulting from or arising out of operations in connection herewith, including operations of subcontractors and acts of omissions of employees or agents of the Contractor or his subcontractors.

12. SALES AND USE TAXES:

Construction and building materials sold to the contractors and subcontractors for use on public works owned by Gunnison County, are exempt from State Sales and Use Taxes. However, such materials will be subject to any Sales and Use Taxes imposed by local cities and counties. This change in the State Tax Law has no effect of Sales and Use Taxes imposed by other local taxing authorities. Contractor shall provide proof of exemption prior to commencing work.

13. PERMITS AND COMPLIANCE WITH LAWS:

The Contractor shall procure and pay for all permits, licenses, and bonds necessary for the prosecution of his work, and/or required by Local, State, and Federal regulations and laws, as pertains particularly to permits and transportation of materials and equipment, or other operations which are not a specific requirement of these specifications. The Contractor shall give all notices, pay all fees and taxes, and comply with all Federal, State, and Local laws, ordinances, rules, and regulations, and building and construction codes bearing on the conduct of the work.

14. EXECUTED CONTRACTS:

Each contract shall be executed in five original copies and there shall be executed originals of the Contractor's Performance Bond and Payment Bond in equal number to the executed originals of the contract. Two copies of such executed documents will be retained by Gunnison County, one copy shall be delivered to the FAA, and two copies will be delivered to the Contractor. The cost of executing the Contract, bonds and insurance, including all notary fees and incidental expenses are to be paid by the Contractor to whom the contract is awarded.

15. SUBLETTING OR ASSIGNING OF CONTRACTS:

The Contractor shall perform, with his organization, an amount of work equal to at least 50% of the total contract cost. No assignment by the Contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the Contractor will be recognized unless such assignment has received the prior written approval of the Sponsor, which shall be at Sponsor's sole discretion, and the Surety has been given due notice of such assignment and has also consented in writing thereto.

Such written approval of the Sponsor shall not relieve the Contractor of any obligation incurred by him, under the contract, unless otherwise expressly stated in the approval.

The following language must appear in any assignment:

"It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms, or corporations rendering such services or supplying such materials."

16. QUALIFICATION OF DISADVANTAGED BUSINESS ENTERPRISES:

A Contractor, or subcontractor, will be considered as certified if that company has received a letter of certification from an organization, whose procedures for certifying business, is acceptable to the FAA.

A Contractor is permitted to use 100% of the Contract amount for the unit of work if the Contractor, or subcontractor, performs the construction, installation, rehabilitation, etc. of that work item(s).

A Contractor is permitted to use only 60% of the Contract amount for the purchase of material from a certified DBE supplier.

The Contractor is required to submit, to the Engineer, the names, work terms and contract value of all subcontractors, prior to commencing work. The Contractor is required to submit the names, work items and final contract amounts of all subcontractors after the substantial completion of the project

17. LIQUIDATED DAMAGES:

Subject to the provisions of the Contract Documents, the Sponsor shall be entitled to liquidated damages for failure of the Contractor to complete the work within the specified contract time. Damages incurred by the Sponsor for non-use of the general aviation ramp will be assessed per General Provision Section 80-08 FAILURE TO COMPLETE ON TIME.

The Contractor further agrees to pay liquidated damages for failure to complete the work within the specified contract time and for expenses incurred by the Sponsor for unscheduled employment of the Engineer during the contract time overrun as follows.

As compensation for non-use, the Contractor shall be assessed a liquidated damage of $ 500.00/calendar day(s) for each day that the work remains uncompleted beyond the contract period. As compensation for expenses incurred for unscheduled employment of the Engineer, up to $2,300.00/Calendar day for the construction manager plus up to $2,300.00/Calendar day for each additional resident engineer plus any incurred expenses (per diem, lodging, etc.) will be charged to the Contractor for that time which exceeds the number of calendar day(s) allowed in this paragraph. Further, each phase of work under the project has additional liquidated damage clauses, as outlined in Section 80-08 FAILURE TO COMPLETE ON TIME.

The Contractor further agrees to pay compensation for the unscheduled employment of the Engineer (and their Sub-Contractors) necessitated by the Contractor for any of the following: 1) working more than ten (10) hours per day, and 2) furnishing materials or equipment not in conformance with the Contract Documents necessitating redesign, retesting, or additional review time by the Engineer and their Sub-Contractors according to the following estimated hourly rates:

Description	Straight Time
Staff Engineer	$215.00/hr
Engineer	$230.00/hr
Associate Engineer	155.00/hr
Out of Pocket Cost, material, equipment, supplies, transportation, subsistence	At Cost

Sub-Contractor (Quality Assurance Testing)	Straight Time
Project Engineer	$210/hr
Field Technician	$135/hr
Out of Pocket Cost, material, equipment, supplies, transportation, subsistence	At Cost

Compensation shall be paid by deduction from the final payment.

The engineering budget will be analyzed at the end of the project to determine whether any unscheduled employment of the Engineer, during the scheduled contract time, resulted in a cost savings to the Sponsor. If, as a result of working more than (10) ten hours per day, the Contractor completes the project within the scheduled contract time, and if the overtime results in a reduced contract time and cost savings to the Sponsor, no liquidated damages will be assessed for the unscheduled employment of the Engineer during the scheduled contract time.

Liquidated damages will be assessed as stipulated above for each day the work remains uncompleted beyond the scheduled contract time.

18. ACCEPTANCE TESTING:

Acceptance testing shall be the responsibility of the Engineer.

19. GRADE CONTROL AND SURFACE TOLERANCE:

The Contractor will be required to provide a minimum of one 2-person survey crew on site at all times during the work to assure compliance with Section 100 of the General Provisions and to provide the following at a minimum.

1. Provide all construction staking as required by Section 50 of the General Provisions and Plans.

2. Provide continuous straight edging records on a daily basis to the Engineer and under the direct observation/supervision of the Engineer as required. Submit results on forms provided by the Engineer. These will be accepted on a lot basis by the Engineer.

3. Provide daily grade tolerance surveys for completed courses of pavement to assure grade tolerances are being met. All survey data shall be provided in electronic ASCII format (or equivalent as approved by the engineer) and shall include Point Number, Northing, Easting, Elevation, and Description (PNEZD format). All point descriptions shall be coded in accordance with the naming convention specified in the contractor's "Point Description Key Code" as provided to the engineer prior to the beginning of construction.

4. Assist in other verification surveys during roto-milling operations, field design adjustments, and as-built survey work as required at the direction of the Engineer.

20. CONSTRUCTION MANAGEMENT PLAN:

The Contractor and testing firm are required to prepare a Quality Control Program as required under SECTION 100, CONTRACTOR QUALITY CONTROL PROGRAM, of the General provisions. The Contractor shall obtain from the testing laboratory a proposed schedule of material testing submitted on forms provided by the Engineer, an example of which, is included following this specification. The requirements for the quality control program specified under Section 100 shall formulate a portion of the **CONSTRUCTION MANAGEMENT PLAN (CMP)** required under this item.

The Engineer will assemble and submit the CMP. The Contractor must complete sections of the CMP as indicated on the following pages. All sections indicated to be completed by the Contractor must be titled as shown. Other sections will be completed by the Engineer as indicated. The plan will be submitted to the Sponsor and FAA for approval a minimum of 10 days prior to construction. Approval of the CMP must be obtained prior to commencing any

paving operations. Changes in the Contractor's personnel, sub-contractor's personnel, testing laboratory's personnel or testing procedures will require revision to the plan. The Contractor is required to submit any changes immediately to the Engineer.

The following outline shall be utilized as a guide for preparation of the CMP. Modifications may be incorporated as approved by the Engineer.

I. Introduction/Summary (Completed by Engineer)

II. Personnel

1. Name of Sponsor representatives who have responsibility and authority for contract administration. (by Engineer)

2. Consulting Engineer and staff showing qualifications, experience and project responsibilities. (by Engineer)

3. Contractor project personnel and responsibilities. (by Contractor)

4. Quality Control Testing Laboratory project personnel and responsibilities. (by Contractor)

5. Acceptance Testing Laboratory project personnel and responsibilities (by Certified Testing Firm)

III. Inspection Procedures and Frequencies (by Contractor) (Refer to Section 100)

IV. Submittal Process (by Contractor) (Refer to Section 100)

V. Quality Control Testing (by Contractor) (Refer to Section 100)

VI. Acceptance Testing (by Certified Testing Firm)

VII. Test Results

1. Quality Control Testing (by Contractor) (Refer to Section 100)

2. Acceptance Testing (by Certified Testing Laboratory)

VIII. Final Test and Quality Control Report (by Contractor)

At the end of the project and prior to final inspection and reduction of contract retainage, the prime contractor shall prepare and submit to the engineer for review and for FAA concurrence a final project summary report. Two bound copies and one loose leaf copy shall be submitted. The report shall include a summary of all tests taken with results, plus a narrative explaining the action taken for all failing tests within the context of the specifications. The Contractor shall correlate required tests shown in the specifications to those accomplished. Copies of all Certificates of Compliance for each material installed shall be included in the section pertaining to that material. Examples of typical Certificates of Compliance are for bituminous material, cement, fly ash, antistripping agent, pavement paint, etc. This summary shall contain all

referenced material tests required by the Quality Control Program outlined in Section 100 of these specifications. In addition, it shall summarize all acceptance testing results.

The report shall be bound in booklet form with divisions for each bid item, i.e., excavation, base courses, pavement materials, electrical items, drainage items and any other materials. Each section shall be clearly marked with a divider including the section name and section table of contents. The report must contain a summary of all tests by lot or pay item, highlighted to indicate failed tests and/or reduced pay results, and reference to any approved change order that accepted any out of tolerance material. The individual sections shall begin with a narrative discussing any failed tests followed by a summary of the testing required and accomplished during the progress of the work. Within each section, the Contractor shall summarize individual test results in the format indicated on the following test summary forms provided by the Engineer. The forms are available in Microsoft Word format upon request. Additional or updated forms may be substituted by the Engineer prior to construction.

Any airfield lighting, electrical fixtures or other equipment used in the project shall have instruction books or factory installation sheets showing exploded views of the assembled parts with trouble shooting tips clearly shown. This information is of the type normally supplied by the manufacturer but must be in a presentable form. Single line wiring diagrams and circuit directories shall also be included in the summary with any recommended maintenance procedures suggested by the supplier or manufacturer.

Contractor is responsible for providing information before Notice to Proceed.

21. INSTRUCTION MANUALS:

At the end of project construction, the Contractor shall provide to the airport three instruction manuals. The manuals shall include as a minimum the following:

1. Names, addresses, and phone numbers of electrical equipment suppliers/manufacturers.

2. Component parts list with manufacturer and part number.

3. Final wiring diagrams of lighting control system (where a new control panel and/or control system is installed).

4. Equipment schematic and wiring diagrams showing all components cross referenced to the parts list.

5. Installation manuals.

6. Maintenance and troubleshooting instruction.

7. Operating instructions.

8. Equipment Warranties.

Manuals for each piece of equipment provided shall be separated by dividers. The dividers shall be labeled accordingly. Three ring binders marked with the project schedule(s), date of final inspection, as well as Contractor's electrical subcontractors names, addresses, and phone numbers.

22. CONSTRUCTION CLOSEOUT

In addition to the items discussed in section 90-11 of the General Provisions, after the final inspection has been completed, a Notice of Contractor's Final Settlement will be issued for publication in accordance with applicable state, local, and federal requirements. Contractor is required to submit on company letterhead and signed by supervisor or company officer the following:

a) Affidavit that all wages, material purchases, and subcontractors have been paid in full.

b) List of all subcontractors used on the project with final dollar value of subcontracts and DBE subcontractors identified.

c) All test results in format required by the FAA. All tests results must be approved and accepted before the Engineer will release any final retainage amounts.

Final payment will not be authorized until these items have been completed.

23. THREATENED AND ENDANGERED WILDLIFE SPECIES:

Two threatened or endangered wildlife species have habitat in the general vicinity of the project work site. The FAA has determined that a special protocol is necessary for spotting the Gunnison Sage Grouse and the Yellow Billed Cuckoo.

- Contractor's employees and Subcontractor's employees shall be educated on the presence and appearance of the Gunnison Sage Grouse and the Yellow Billed Cuckoo.
  - Refer to the attached data sheets.
- Engineer's responsibilities:
  - The Engineer will provide the Contractor with data sheets on each species.
  - Coordination with the FAA and the Contractor.
- Contractor's responsibilities:
  - Conduct training session to discuss potential presence of endangered species.
  - Post data sheets in an area that is visible to all employees.
  - Discuss protocol during weekly construction meetings to ensure all employees are informed.
  - Hauling and storing materials can only occur on previously disturbed areas.
- Protocol if an endangered bird is spotted:
  - Make note of where bird is sighted and contact the onsite supervisor immediately.
  - Onsite supervisor shall contact the Construction Manager.
  - All work shall stop and Construction Manager will contact the FAA. It is FAA's responsibility to coordinate with USFWS.
  - The FAA and USFWS will consult to determine what steps may be required.
  - Work cannot commence until the FAA and the USFWS make a determination.

- Work stoppages due to a bird sighting will not count against the total or phase working days.

DIVISION 6

CONSTRUCTION SAFETY AND PHASING PLAN

CONTRACTOR SAFETY AND PHASING PLAN

Schedule I
Reconstruct Ramp and Install Drainage

AIP No. 3-08-0030-063, 064-2023

Gunnison-Crested Butte Regional Airport

Gunnison, Colorado

Sponsored By:
Gunnison County, Colorado
Federal Aviation Administration
CDOT Aeronautics

Issued for Construction
February 26, 2024

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1. COORDINATION

During construction, airport operational safety is of paramount importance. Coordination of project information to all individuals involved with the project is essential for ensuring safe operations are maintained at all times. In order to minimize potential for incidents during construction, it is imperative that all individuals involved with the project and/or airport users be kept informed of any and all changes to operations. Discussions of operational safety will need to take place throughout the entire life of the project, including design, bidding, pre-construction, and construction. Meetings between the Resident Engineer, Gunnison-Crested Butte (Airport), Contractor, sub-contractors, airport tenants and airport users will be required to discuss specific project related impacts to operations. The Airport staff is ultimately responsible for the safety at the airport. Notice to users of operational changes due to construction will be issued via NOTAM's by the airport. No closures will be permitted without the pertinent NOTAM in place for each specific closure. Emergency access for both airport (ARFF) and off-airport (Police, Fire, and EMT) based emergency service shall be maintained at all times. Routing for such traffic shall be determined and made known to all supervisor personnel involved in the construction project. Coordination of this access will be proposed by the Contractor and approved by the Resident Engineer and the Airport Operations Manager.

A pre-construction meeting will be held after the project has been awarded and prior to the Contractor beginning work or staging major construction material and equipment on-site. The Airport, the Contractor's on-site supervisory staff, and representatives from the Engineer shall be present. Safety and this document will be a significant topic on the agenda. Operational safety during construction will be a main topic of discussion at the pre-construction meeting.

A. CONTRACTOR PROGRESS MEETINGS

The Contractor is required to have weekly construction progress meetings to discuss all relevant construction topics including safety reminders, scheduling, and general construction issues. Attendance of the Contractor, Resident Engineer, Airport, and any other pertinent personnel are required at these meetings. Operational safety will be a standing agenda item for discussion during these progress meetings. A review of the Contractor's adherence to the project's Construction Safety and Phasing Plan (CSPP) and Safety Plan Compliance Document (SPCD) will be made at each meeting. Immediate correction of any deficiencies or violations will be required. The location and time of the weekly meetings will be determined during the pre-construction meeting. Where operational safety is concerned, the Contractor shall update the Resident Engineer overseeing construction on daily basis or more frequently if needed, of any changes or Contractor concerns.

B. SCOPE OR SCHEDULE CHANGES

In the event of a scope or schedule change, the Contractor shall notify the Resident Engineer and the Airport Manager immediately. All parties involved will need to evaluate the impact(s) of the change and will determine what measures will need to be taken to maintain a safe construction site. Change in the scope or duration of the project may necessitate revisions to the Construction Safety and Phase Plan (CSPP).

C. FAA ATO COORDINATION

The FAA ATO will need to be notified immediately of any changes that affect aircraft movement within the airport which include airway facility shutdowns and restarts. The Airport will be responsible for coordinating any changes including NOTAM's to the FAA ATO. It is not anticipated that any shutdown to FAA facilities will be required for this project. All project limits are outside the critical area of any navigational aid (NAVAID).

2. PHASING

In order to minimize disruptions to airport operations during construction, construction will be broken up by areas to limit the number of aircraft operational areas affected at any given time. Maintaining continual access to the general aviation apron is mandatory during all phases of construction. There will be no impacts to the commercial apron during this project. Commercial Airline traffic will be required to back-taxi on Runway 6 throughout different phases of this project. The phasing plan proposed was developed with help from the Airport and is considered to be the most effective way of maintaining the required aircraft access, while imposing the least amount of impact on construction operations, and without sacrificing safety. The phasing for this project is presented below and is visually depicted in the Construction Safety Drawings attached at the back of this document.

This project will be completed in four schedules with four phases. Each of the phases is discussed in further detail in the Construction Safety Drawing plan sheets included at the end of this document.

A. PHASE ELEMENTS

I. Schedule I, Phase 1 – Reconstruct Ramp and Install Drainage

The contractor will be given 21 calendar days to complete Schedule I, Phase I. During this phase, the Contractor will be removing the existing pavement section in its entirety, completing unclassified excavation, installing reinforcing storm pipe, preparing subgrade, placing aggregate base course, adjusting electrical, complete underdrain infrastructure improvements and constructing a new asphalt pavement section. Prior to beginning work on this phase, the Contractor shall have barricades in place to delineate the work area in accordance with the plans. Contractor shall coordinate with RPR/Airport for all required NOTAM's to be in place, prior to beginning construction.

During Phase I, Taxiway A will be closed from just east of Taxiway A2 to Taxiway A1. Additionally, Taxiway A between Taxiway A3 and Taxiway A2 will be restricted to general aviation traffic with access only to the general aviation apron. Throughout the phase, Taxiways A1 and A2 will be closed. All traffic accessing Runway 6 will have to back taxi at Taxiway A3. Access for commercial airline traffic to the terminal apron during this phase will be via Taxiway A.

Within the Taxiway A closure construction activity will be allowed within the Taxiway A's Object Free Area (TOFA) and Taxiway Safety Area.

Construction traffic will access the work area via gate no. 17 across the general aviation apron on a marked route and gate no. 24 to access the staging area. All drivers shall complete the airport's driver training program.

B. CONSTRUCTION SAFETY DRAWINGS

The Construction Safety Drawings can be found in Appendix A of this document to show the phasing requirements for this project. Along with the phasing information, those attached drawings also show aircraft access routes, ARFF access routes, pedestrian routes, ground service equipment routes and contractor operation limits to help assist with airport operations and maintaining safety during this project.

3. AREAS AND OPERATIONS AFFECTED BY CONSTRUCTION ACTIVITY

All work within the Airport Operations Area shall be accomplished in conformance to Advisory Circular 150/5370-2G, Operational Safety on Airports During Construction. The contract drawings include information regarding requirements for operational safety on the airport during construction.

The Contractor shall prepare a detailed Safety Plan Compliance Document (SPCD) as stated in the Advisory Circular 150-5370-2G. The Contractor's SPCD shall identify specific methods, sequencing, phasing that he/she intends to use in order to accomplish the project work. The SPCD shall be submitted by the Contractor to the Engineer for approval prior to the pre-construction conference for the project. The Engineer will review the SPCD with the Sponsor/Owner and supply any changes or revisions to the Contractor for incorporation into the plan. The final SPCD shall be the result of a coordinated effort between the Owner/Sponsor, the Engineer and the Contractor.

The Contractor shall adhere to the approved SPCD as agreed upon by Airport Staff, Engineer, and Contractor. Modifications or deviations from the approved safety plan shall be submitted to the Engineer for review and approval prior to implementation.

A. IDENTIFICATION OF AFFECTED AREAS

Areas affected by construction activities associated with this project are identified on the Construction Safety Drawings. Construction activities associated with Schedules I will take place at the General Aviation Ramp north of Taxiway A and Runway 6/24.

During construction activities associated with Schedules I operations on Taxiway A and the General Aviation Ramp will be affected, as described in greater detail in section 2 of this document. Several NOTAM's will be required to be issued during this project to close and/or modify specific sections of Taxiway A including connectors from Taxiway A to the apron, to maintain safety during this project. Section 2 of this document and the attached Construction Safety Drawings describe in detail which areas are affected and for what durations.

B. MITIGATION OF EFFECTS

To mitigate the effects of the construction activities associated with the project; alternative routes have been established for emergency and ARFF vehicles, aircraft taxiway movements have been considered and phasing plans have been created. Because the phasing for this project is critical to maintaining safety and operations at the airport during construction, adhering to the requirements as laid out in the attached phasing sheets is imperative. To help assist all individuals with this process, it is important that all airport personnel, air traffic operation personnel, contractor personnel, and engineering personnel discuss current and upcoming phases during the required weekly construction progress meetings as mentioned in Section 1 of this document.

4. PROTECTION OF NAVIGATION AIDS (NAVAID'S)

Because the majority of the construction operations are on the General Aviation Ramp, there should be no impact to NAVAIDS for this project. Hauling activities to the concrete rubble / waste area may be restricted during times of low visibility, inclement weather, or as directed by Airport Operations. The Contractor shall use care when working near or hauling around airport NAVAIDS.

5. CONTRACTOR ACCESS

The Contractor will be required to submit to Airport staff prior to the commencement of construction, evidence in the form of a certification letter that all their employees who will have unescorted access to the AOA Area have been checked for employment, security, and criminal history for the last ten years. The letter will also certify that these employees meet all security regulations as required by the Sponsor's security program.

During construction operations, the Contractor will be allowed to utilize a maximum of two (2) airport access "Security Gates" as entrance to the airfield and construction site. These gates have been identified in each phase of work, refer to Section 2 for specific information. Only vehicular access is permitted through the access gates into the AOA area, pedestrian access through the access gates is not allowed. The airport shall designate these gates and the associated haul roads. The gates may be opened only for authorized vehicle traffic flow.

When the gates are locked open to accommodate construction activities, the contractor shall have a gate guard at the location, at all times. It is anticipated that the gate would be locked open during times of heavy truck traffic associated with hauling millings, base material, and asphalt. During times of infrequent construction traffic, the gate shall be closed, even when a gate guard is present. At such times as this gate is not guarded, it shall be closed and securely locked. The Contractor will be required to obtain an "airport security" badge from the Airport Administration Office for all vehicles and personnel used on the construction project. Said badge shall hold the Contractor responsible for all vehicles and personnel on the airport property other than those that have individual authorization. During daylight hours, all authorized vehicles and construction equipment must display a three-foot by three-foot flag with international orange and white 12-inch squares displayed in full view above the vehicles or rotating beacons. During nighttime operations only lighted rotating beacons are acceptable. Passengers in any authorized vehicles shall be the responsibility of the Contractor. The "gate guard" shall allow no unauthorized vehicle or person to enter the "air operations" side of the airport without the above stipulated "security clearance." The Contractor and the Contractor's "security gate guard" shall be held duly responsible to uphold the above security stipulations at all times during the progress of the construction project. No deviations from these security measures shall be allowed at any time. Penalties associated with deviations from these security provisions are identified in Section 12 of this document.

A. LOCATION OF STOCKPILED CONSTRUCTION MATERIALS

The Contractor's staging area is shown on the Construction Safety and Phasing Plans and is located to the east of the general aviation ramp and is inside the airport operations area (AOA). Included within this staging area is the location of the Contractor's temporary batch plant, which will have an obstruction light mounted at the highest point. All material storage and staging will occur in this area. The Contractor's stockpile location is shown on the Construction Safety and Phasing Plans and is located adjacent to the Contractor's staging area, and outside of all runway/taxiway object free areas (OFA). Any stockpiling activities associated with the existing

asphalt and soil stockpiles as well as stockpile activities at the concrete rubble / waste location shall be conducted outside of the all runway/taxiway object free areas as well.

B. VEHICLE AND PEDESTRIAN OPERATIONS

I. Construction Site Parking

Construction site parking will be outside of the AOA and within the contractor parking area as shown on the Overall Construction Safety Plan.

II. Construction Equipment Parking

Construction equipment parking will be allowed at the contractor's staging area in the same location as shown on the Construction Layout Plan, or at a location approved by the Resident Engineer. If the equipment must be parked in an Airport Operations Area (AOA), the equipment must be lighted with a beacon per AC 150/5370-2G. No equipment or material shall be parked or stored in any runway or taxiway safety area or object free area.

III. Access and Haul Roads

The Contractor shall obtain approval from the Engineer prior to establishing haul roads within the airport property. Once established, the haul roads shall be utilized for all equipment traffic, and the equipment shall not be allowed to stray or wander away from the established routes. The haul roads shall be the responsibility of the Contractor and shall be maintained and kept in good order at all times. When required, water shall be applied at the locations and in the amounts necessary to minimize dust and dirt in the air operations area. Since construction operations will be within active airport operation areas, the airport will require additional dust control measures be used on haul roads and the work area in order not to interfere with airport operations. Haul roads that cross any active taxiway, movement areas, non-movement areas or active areas of the ramp shall be kept clean and in good order at all times. The Contractor shall be prepared at all times to repair any damage caused by the movement of equipment on any of the haul roads at the direction of the Engineer, whether in designated or undesignated areas. After completion of the project, the Contractor shall be required to regrade any unpaved portions of the haul road and to reseed the area with local native grasses to match the existing conditions of the area. The performance of any work as specified by this provision, including watering, maintenance, and repair of the haul roads, shall not be measured and paid for directly, but shall be considered as necessary and incidental to the work.

Establishment of haul roads off of Airport property shall be the sole responsibility of the Contractor.

Contractor movement shall be restricted to the pre-determined access routes as shown on the attached Construction Safety Drawings and within the work area. Work areas shall be delineated with barricades as shown on the phasing drawings. The Contractor shall not operate outside of these areas without approval of the Engineer or Airport Operations

Manager. The Contractor's operators shall be aware the haul is also utilized as a perimeter road and will be shared with Airport Operation and FAA vehicles.

IV. Marking and Lighting of Vehicles

All vehicles operating within the AOA and in the movement/non-movement areas must clearly identify themselves for control purposes. The identification symbols should be a minimum 8-inch block-type characters of a contrasting color and easy to read. They may be applied either by using tape or a water-soluble paint to facilitate removal. Magnetic signs are also acceptable. Solid black or solid white painted vehicles are not allowed within the AOA.

To operate within the AOA during daylight hours, the vehicle must have a flag (day only) or yellow flashing light (day or night) attached to it. Any vehicle operation within the AOA during hours of darkness or reduced visibility must be equipped with a yellow flashing light. Flashing lights must be mounted on the uppermost part of the vehicle structure. Flags shall be at least 3-foot by 3-foot square having a checkered pattern of international orange and white squares at least 1 foot on each side.

Refer to the current version of the FAA AC 150/5210-5, Painting, Marking and Lighting of Vehicles Used on an Airport for additional details.

V. Description of Proper Vehicle Operations

Proper vehicle operations are described as confirming to all rules and regulation for driving as directed by the Airport. Any unescorted vehicle operator, operating a vehicle within the AOA, must satisfactorily complete the Airport's Air Operations Area Driver Training Course, prior to operating a vehicle within the AOA. Access shall be restricted to established haul routes and work areas.

VI. Required Escorts

The only vehicle operators allowed to enter the AOA are ones that have satisfactorily completed the Air Operations Area Driver Training Course; all other vehicle operators require an escort and/or must be in contract with haul route monitors. When any vehicle, other than one that has prior approval from the airport operator, must travel over any portion of an aircraft movement area, the vehicle will be escorted and properly identified. To operate in those area during daylight hours, the vehicle must have a flag (day only) or beacon (day or night) attached to it. Any vehicle operation on the movement areas during hours of darkness or reduced visibility must be equipped with a flashing dome-type light.

VII. Training Requirements of Vehicle Drivers

To ensure compliance with the Airport's vehicle rules and regulations, the driver must attend and pass the Airports driving class and test. This training is required for all personnel that would be required to operate a vehicle/equipment within the AOA, be badged or plan on operating a vehicle in the AOA.

VIII. Situational Awareness

Vehicle drivers must confirm by personal observation that no aircraft is approaching their position (either in the air or on the ground) when given clearance to cross a runway, taxiway, or any other area open to airport operations. In addition, it is the responsibility of the escort vehicle driver to verify movement/position of all escorted vehicles at any given time.

IX. Two-way Radio Communication Procedures

The Contractor's superintendent and, if required, flagmen/haul route monitors shall be required to monitor transceiver radios tuned to the UNICOM frequency 122.700 MHz at all times. The Contractor shall supply radios. Such radios shall be used to obtain proper clearance in regards to the movement of equipment, trucks, etc., within the movement area.

When any construction activities are required within the Taxiway Object Free Area (TOFA) a flagman, who is monitoring a radio, shall be positioned within the work area in such a manner that they can clear construction men and equipment from the TOFA during aircraft operation on the associated Taxiway. Prior to any construction activities within a TOFA, such activities must first be coordinated with Airport Operations.

Further, any unusual occurrences in the flight pattern of approaching or departing aircraft shall be acknowledged by all concerned so that operation of the airport and the construction work can be safely carried on at all times.

X. Maintenance of the Secured Area of the Airport

Airport operators and contractors must take care to maintain security during construction when access points are created in the security fencing to permit the passage of construction vehicles or personnel. Throughout the duration of construction, it is anticipated that there will only be one access point for construction personnel. This access point will consist of a temporary gate located within the existing perimeter fence as shown in the Construction Layout and Phasing Plans. The gate will be equipped so that it can be securely closed and locked to prevent unauthorized access. During hauling activities, a gate guard will be positioned at the gate. During times of infrequent hauling the gate shall be closed, even when the gate guard is present.

In addition, all personnel must either be badged or escorted while working in the AOA. Escorted personnel must stay nearby the badged personnel at all times to ensure that security at the Airport is maintained.

Because the Airport is subject to 49 CFR Part 1542, *Airport Security*, even during construction, the Airport must meet standards for access control, movement of ground vehicles, and identification of construction contractor and tenant personnel.

XI. Construction Site Safety

All personnel working on the construction site, including gate guards, are recommended to have personal protective equipment on at all times. This includes but is not limited to vests, hard hats, hearing protection, eye protection, and radios.

6. WILDLIFE MANAGEMENT

All wildlife management within the Airport Operations Area shall be accomplished in conformance to Advisory Circular 150/5200-33, *Hazardous Wildlife Attractants On or Near Airports*, and Certalert 98-05, *Grasses Attractive to Hazardous Wildlife*. In general, the Contractor must carefully control and continuously remove waste or loose material that might attract wildlife.

A. TRASH

The Contractor is responsible to complete a daily inspection or more frequently, if deemed necessary by the Resident Engineer, of the construction site (including the Contractor's Staging Area) for any trash or objects that might attract wildlife.

B. STANDING WATER

Because standing water can attract wildlife, the Contractor is responsible to complete a daily inspection of the construction site for any standing water. With the discretion of the Resident Engineer, the Contractor shall remove this hazard.

C. TALL GRASS AND SEEDS

The Contractor will install soil, seeding and hydromulch as specified in the *T-901 Seeding* specification for this project or as directed by the Engineer.

D. POORLY MAINTAINED FENCING AND GATES

The Contractor shall be required to maintain all fences and gates throughout the duration of the project, to the satisfaction of the Resident Engineer.

E. DISRUPTION OF EXISTING WILDLIFE HABITAT

The Contractor shall notify the Resident Engineer when a wildlife sighting has occurred on the project site to mitigate any disruption to the existing wildlife habitat.

7. FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT

The presence of FOD on the apron is a significant safety concern, as debris can be ingested into an aircraft's engine causing extensive damage or can be launched across the apron by jet blast, potentially causing bodily injury or damaging other aircraft. Materials capable of creating FOD must be continuously removed during the construction project. The Contractor is required to keep all taxiways and aprons, open to aircraft free from FOD at all times. The Contractor is required to maintain FOD control continually and to the satisfaction of the Resident Engineer. FOD Control measures shall include the use of power brooms, FOD boss, and manual removal as well as any other means deemed necessary. Prior to opening any pavement to aircraft, the Contractor shall conduct a sweep of the pavement to verify that it is FOD free. The apron area at Taxiway A4 to the western limit of construction will be a high priority area during this project as commercial aircraft will be utilizing this section of apron on a daily basis throughout the construction process.

8. HAZARDOUS MATERIAL (HAZMAT) MANAGEMENT

Although hazardous material is not anticipated to be present on this project, if hazardous material is encountered, the Contractor shall inform the Resident Engineer and ARFF immediately.

9. NOTIFICATION OF CONSTRUCTION ACTIVITIES

Prior to commencing any construction activities as well as prior to beginning a new construction phase the Contractor shall notify the Resident Engineer and Airport Operations 72 hours in advance. During construction activities the Contractor shall immediately notify the Resident Engineer and Airport Operations of any conditions that may adversely affect the operational safety of the Airport.

A. LIST OF RESPONSIBLE REPRESENTATIVES/POINTS OF CONTACT

Agency Name	Type of Agency	Telephone No.
Airport Emergency	Gunnison-Crested Butte Regional Airport Aircraft Rescue and Fire Fighting	(970) 641-2304
Airport Administration	Gunnison-Crested Butte Regional Airport	(970) 641-2304
Police Department	Gunnison Police Department	(970) 641-8000 or 911
Fire Department	Gunnison Fire Department	(970) 641-8000 or 911
Hospital	Gunnison Ambulance	(970) 641-8000 or 911

B. NOTICES TO AIR MISSIONS (NOTAM)

Only the airport operations staff may initiate or cancel NOTAM's on airport conditions, and is the only entity that can close or open a runway or taxiway. The operations staff must coordinate the issuance, maintenance, and cancellation of NOTAM's about airport conditions resulting from construction activities and must provide information on closed or hazardous conditions on airport movement areas to the FAA Flight Service Station (FSS) so it can issue a NOTAM. The Contractor must notify the Resident Engineer and Operations Manager when scheduling/scoping for the project has changed that would require a modification to the NOTAM's.

C. EMERGENCY NOTIFICATION PROCEDURES

In an event of an emergency, the Contractor shall notify the Resident Engineer and Airport staff. If necessary, the Contractor shall contact 911 and Airport Emergency.

D. COORDINATION WITH ARFF PERSONNEL

In an event that the Contractor must coordinate construction activities with ARFF Personnel, the Contractor will notify Airport staff or Resident Engineer. The Airport staff or Resident Engineer will be responsible to notify the event to ARFF Personnel. There are no planned interruptions to water lines associated with this project.

E. NOTIFICATION TO THE FAA

Any person proposing construction or alteration of objects that affect navigable airspace, as defined in Part 77, must notify the FAA. This includes construction equipment and proposed parking areas for this equipment.

ASN	Description	Status	Date

In regards to NAVAID's damage, the Airport shall contact 1-866-432-2622.

No shutdowns of NAVAID's are anticipated for the duration of this project. In the event that a shutdown of a NAVAID is required of more than 24 hours or more than 4 hours daily on consecutive days a minimum notice of 45 days must be given to the FAA ATO/Technical Operations prior to the shutdown commencing.

10. INSPECTION REQUIREMENTS

A. DAILY (OR MORE FREQUENT) INSPECTIONS

Inspections shall be conducted daily and more frequently if necessary, by the Resident Engineer to ensure conformance with this document. The checklist provided at the end of this report was copied from FAA AC 150/5370-2G Appendix 4, *Construction Project Daily Safety Inspection Checklist*. This checklist shall be completed by the Contractor to the Engineer's satisfaction and the Contractor shall submit a copy of all the completed checklists to the Engineer and the Airport Operations Manager. The Contractor should fill out this checklist everyday construction operations occur on this project.

B. FINAL INSPECTIONS

Final inspections shall be conducted after every construction phase is complete as detailed in Section 2 of this document. The final inspection should be completed with the Contractor, Resident Engineer, Airport Operations Manager, and the FAA (if available).

11. UNDERGROUND UTILITIES

Prior to beginning excavation activities, the Contractor shall notify the Resident Engineer and Airport Operations at least 3 working days prior to the scheduled excavation. The FAA shall attempt to locate all of their underground cables that are located in the vicinity of the work areas, prior to construction in the area. The Contractor shall attempt to locate the Sponsor's underground cables and other sub-surface utilities prior to construction. Damage to the underground cables, whether FAA's or Sponsor's, through negligence on the part of the Contractor will require replacement by the Contractor at no cost to the Sponsor. Any splicing or replacing of damaged cable shall meet current FAA specifications. Damage to other underground utilities through Contractor's negligence shall be repaired according to the relevant utility's standards and at no cost to the Sponsor.

12. PENALTIES

All liquidated damage penalties are specified under the Contract Documents for this project. General Provision 80-08 refers to liquidated damages for airport lost revenue ($500.00/day). Special Provision C.17 refers to the reimbursement for unscheduled engineering services ($2,300.00 + per diem & lodging). Additional fees may be incurred for materials testing and office support, as the need arises. Liquidated damages will be applied against actual costs only.

Additional penalties regarding badging and driving are covered under airport training.

13. SPECIAL CONDITIONS

Work completed at night or during conditions of low visibility shall have adequate lighting.

14. RUNWAY AND TAXIWAY VISUAL AIDS

A. EQUIPMENT AND METHODS FOR COVERING SIGNAGE AND AIRFIELD LIGHTS

The Contractor will need to install approved lighted, low-profile barricades to designate closed areas. In addition to the barricades, the Contractor will need to cover the taxiway lights/signs with an approved method along the closed taxiway.

B. EQUIPMENT AND METHODS FOR TEMPORARY CLOSURE MARKINGS (PAINT, FABRIC, OTHER)

The procedure to close off the apron/taxiway for construction shall consist of placing barricades and flashers on the perimeter of the construction area and/or placing a closed taxiway "X" as shown in the phasing plan sheets at the end of this document or as directed by the Engineer.

C. TYPES OF TEMPORARY VISUAL GUIDANCE SLOPE INDICATORS (VGSI)

This is not applicable to the project.

15. MARKING AND SIGNS FOR ACCESS ROUTES

All required signs and markings shall conform to Advisory Circular 150/5340-18, *Standard for Airport Sign Systems*, and to the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), to the extent possible. Signs adjacent to areas used by aircraft must comply with the frangible requirements as stated in Advisory Circular, *Frangible Connections*. The location and design of any signs will be directed by the Engineer or Airport Manager and provided by the Contractor.

16. HAZARD MARKINGS AND LIGHTINGS

A. PURPOSE

The hazard marking and lighting prevents pilots from entering areas closed to aircraft and prevents construction personnel from entering areas open to aircraft. Prior to construction on or adjacent to any taxiway or apron, the Contractor shall, upon approval by the Engineer, close the area, in accordance with the specific phasing plan associated with that phase, prior to beginning work. The Contractor shall be responsible for clearly marking and defining the closed areas by use of warning lights, barricades, flags and closed taxiway or runway markings in conformance with Advisory Circular 150/5370-2G. The Contractor shall be responsible for maintaining these barricades and keeping them clearly visible at all times. The Contractor's individuals responsible, as well as their contact information, for the maintenance of the hazard marking and lighting equipment are listed in Section 9 A. of this document.

Specific marking and lighting equipment details, location and other pertinent information regarding hazard marking materials including low-profile barricades are shown on the Construction Safety Drawings, attached to the back of this document. Please note that each phase may have unique details. Additionally, prior to any deviations in location or type of hazard marking materials shall be coordinated with the Resident Engineer and Airport Operations.

B. EQUIPMENT

Approved low-profile barricades are to identify and define the limits of construction and hazardous areas on airports. Physical requirements and spacing of the barricades are specified in the construction drawings for this project. The barricades must be weighted down per the manufacturer's recommendations to prevent the barricades from moving due to wind or jet blast.

The flashing lights on the approved barricades must meet the luminance requirement of the State Highway Department. The flashing lights must be red or an approved equal. Orange flags shall be utilized on the opposite end of the barricades as well.

17. PROTECTION OF RUNWAY AND TAXIWAY AREAS

A. RUNWAY SAFETY AREA (RSA)

The Gunnison-Crested Butte Regional Airport defines the Safety Area for Runway 6/24 as the area that is within 250 feet from the centerline of Runway 6/24. Because the vicinity of the construction project is within the General Aviation Ramp, the construction operations should not enter into the Runway Safety Area.

B. RUNWAY OBJECT FREE AREA (ROFA)

The Gunnison-Crested Butte Regional Airport defines the Object Free Area for Runway 6/24 as the area that is within 400 feet from the centerline of Runway 6/24.

No stockpiling of material will be allowed within the ROFA at the concrete rubble/waste area. Stockpiling will be limited to the northern section of the concrete rubble/waste area outside of the ROFA. Additionally, any equipment not currently being utilized will be removed from the ROFA.

Any embankments in the ROFA would require submitting the 7460-1 form and justification provided to the appropriate FAA Airports Regional or District Office for approval.

C. TAXIWAY SAFETY AREA (TSA)

The Gunnison-Crested Butte Regional Airport defines the Safety Area for Taxiway A as the area that is within 85.5 feet from the centerline of Taxiway A. All work within the TSA shall be completed while the area is closed. Access into the TSA outside of scheduled closures shall be prohibited.

Open trenches and excavations are not permitted within the TSA while the taxiway is open. If possible, backfill trenches before the taxiway is opened. If the taxiway must be opened before excavations are backfilled, cover the excavations appropriately.

Soil erosion must be controlled to maintain TSA standards, that is, the TSA must be cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations, and capable, under dry conditions, of supporting aircraft rescue and firefighting equipment, snow removal equipment, and the occasional passage of aircraft without causing structural damage to the aircraft.

D. TAXIWAY OBJECT FREE AREA (TOFA)

The Gunnison-Crested Butte Regional Airport defines the Object Free Area for Taxiway A as the area that is within 121.5 feet from the centerline of Taxiway A. Signs/embankments/equipment within the TOFA must comply with the frangible requirements as stated in Advisory Circular, *Frangible Connections.*

E. OBSTACLE FREE ZONE (OFZ)

The Gunnison-Crested Butte Regional Airport defines the Obstacle Free Zone for Runway 6/24 as the area that is within 200 feet from the centerline of the runway. Personnel, material, and/or equipment may not penetrate the OFZ while the runway is open for aircraft operations. If it is necessary to enter the OFZ, it would be necessary to coordinate with Airport Personnel and the FAA.

F. RUNWAY APPROACH/DEPARTURE SURFACES

All personnel, materials, and/or equipment must remain clear of the applicable threshold siting surfaces, as defined in Appendix 2, "Threshold Siting Requirement," of Advisory Circular 150/5300-13.

18. OTHER LIMITATIONS ON CONSTRUCTION

A. PROHIBITIONS

The use of open flame welding or torches is prohibited unless adequate fire safety precautions are provided and the Airport Operations Manager has approved their use. The use of flare pots within the AOA is prohibited at all times. The use of electrical blasting caps is prohibited on or within 1,000 feet of the Airport property.

B. RESTRICTIONS

Construction suspension may be required during specific Airport operations. Project areas may be worked on simultaneously only if approved by the Resident Engineer and Airport Operations Manager. Night construction may only be performed if approved by the Resident Engineer and Airport Operations Manager. Construction operations shall only be allowed in weather conditions compliant with the project specifications.

APPENDIX A

CONSTRUCTION SAFETY DRAWINGS

RADIO COMMUNICATION FREQUENCY 122.7 MHz

WHEN ON OR NEAR THE AIRFIELD, ALL RADIO COMMUNICATIONS WILL USE THE FREQUENCY LISTED ABOVE .

1. COORDINATION

ALL COORDINATION WILL TAKE PLACE THROUGH THE RESIDENT ENGINEER AND GUNNISON-CRESTED BUTTE REGIONAL AIRPORT (GUC) MANAGER AND OPERATIONS MANAGER. NO CLOSURES WITHIN THE MOVEMENT AREAS WILL BE PERMITTED WITHOUT A NOTAM IN PLACE FOR EACH SPECIFIC CLOSURE. PRIOR TO COMMENCEMENT OF ANY WORK, THE CONTRACTOR SHALL GIVE 72 HOURS ADVANCE NOTICE TO THE RESIDENT ENGINEER AND AIRPORT OPERATIONS FOR FILING OF ALL NOTAMS.

A WEEKLY CONSTRUCTION PROGRESS MEETING WILL BE REQUIRED TO DISCUSS ALL OPERATIONAL SAFETY TOPICS THAT HAVE BEEN AFFECTED OR WILL BE AFFECTED IN THE NEAR FUTURE. IN ATTENDANCE WILL BE THE CONTRACTOR, RESIDENT ENGINEER, AND GUC PERSONNEL.

ANY CHANGES TO SCOPE OR SCHEDULE MUST BE NOTIFIED TO THE RESIDENT ENGINEER AND GUC MANAGER AND OPERATIONS MANAGER. ALL PARTIES WILL EVALUATE THE IMPACT OF THE CHANGE AND WILL DETERMINE THE MEASURES NEEDED TO MAINTAIN A SAFE CONSTRUCTION SITE.

THE FAA AIR TRAFFIC OPERATORS WILL BE NOTIFIED IMMEDIATELY IF ANY CHANGES AFFECT AIRCRAFT MOVEMENT. ALL COMMUNICATIONS WITH THE FAA TOWER WILL BY HANDLED BY AIRPORT OPERATIONS.

AIRPORT RUNWAYS AND TAXIWAYS SHOULD REMAIN IN USE BY AIRCRAFT TO THE MAXIMUM EXTENT POSSIBLE.

AIRCRAFT USE OF AREAS NEAR THE CONTRACTOR'S WORK SHOULD BE CONTROLLED TO MINIMIZE DISTURBANCE TO THE CONTRACTOR'S OPERATION.

CONSTRUCTION THAT IS WITHIN THE SAFETY AREA OF AN ACTIVE RUNWAY, TAXIWAY, OR APRON MUST BE PERFORMED WHEN THE RUNWAY, TAXIWAY, OR APRON IS CLOSED OR USE-RESTRICTED AND INITIATED ONLY WITH PRIOR PERMISSION FROM THE AIRPORT OPERATOR AND WITH PROPER NOTAMS IN PLACE.

THE CONTRACTING OFFICER, AIRPORT OPERATOR, OR OTHER DESIGNATED AIRPORT REPRESENTATIVE MAY ORDER THE CONTRACTOR TO SUSPEND OPERATIONS; MOVE PERSONNEL, EQUIPMENT, AND MATERIALS TO A SAFE LOCATION; BARRICADE ANY OPEN TRENCHES AND STAND BY UNTIL AIRCRAFT USE IS COMPLETED.

2. PHASING

THIS PROJECT CONSISTS OF FIVE PHASES. SEE CONSTRUCTION SAFETY DRAWINGS FOR PHASING REQUIREMENTS.

CONTRACTOR TO NOTIFY RESIDENT ENGINEER AND GUC MANAGER AND OPERATIONS MANAGER IF A CHANGE IN SCHEDULE IS NEEDED.

3. AREAS AND OPERATIONS AFFECTED BY CONSTRUCTION ACTIVITY

ALL WORK WITHIN AIRPORT OPERATIONS AREA (AOA) SHALL CONFORM TO ADVISORY CIRCULAR 150/5370-2G, OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION.

CONTRACTOR SHALL ADHERE TO REQUIREMENTS AS MENTIONED ON THIS SHEET, THE CONSTRUCTION SAFETY AND PHASING PLAN (CSPP), AND CONSTRUCTION SAFETY DRAWINGS. THESE REQUIREMENTS INCLUDE, BUT ARE NOT LIMITED TO, LIFE & SAFETY ACCESS ROUTES, AIRCRAFT ROUTES, PEDESTRIAN ROUTES, CONSTRUCTION ACCESS ROUTES, CONSTRUCTION LIMITS, AND BARRICADE LOCATIONS.

4. PROTECTION OF NAVIGATION AIDS (NAVAIDS)

NAVIGATIONAL AIDS INCLUDE INSTRUMENT LANDING SYSTEM COMPONENTS AND VERY HIGH-FREQUENCY OMNIDIRECTIONAL RANGE, AIRPORT SURVEILLANCE RADAR, SUCH RESTRICTED AREAS ARE DEPICTED ON CONSTRUCTION PLANS.

DURING CONSTRUCTION, NO NAVAID EQUIPMENT WILL BE RELOCATED. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY DAMAGE TO THE EXISTING NAVAIDS AND WILL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE AIRPORT.

5. CONTRACTOR ACCESS

CONTRACTOR HAS ACCESS TO ONE GATE TO ENTER THE WORKSITE AND ONE GATE TO ENTER THE STAGING AREA. SEE CONSTRUCTION SAFETY DRAWINGS AND NARATIVE FOR GATE LOCATIONS BY PHASE. CONTRACTOR SHALL PROVIDE A GATE GUARD AT THIS GATE AT ALL TIMES WHEN GATE IS NOT CLOSED AND LOCKED.

CONTRACTOR MOVEMENT SHALL BE RESTRICTED TO THE PRE-DETERMINED ACCESS ROUTES AS SHOWN ON CONSTRUCTION SAFETY DRAWINGS.

ALL VEHICLES AND EQUIPMENT OPERATING IN THE AOA MUST BE IDENTIFIED CLEARLY WITH 8-INCH (MINIMUM) BLOCK-TYPE CHARACTERS OF A CONTRASTING COLOR AND EASY TO READ. IN ADDITION, VEHICLES MUST DISPLAY IDENTIFICATION MEDIA, AS SPECIFIED IN THE APPROVED AIRPORT SECURITY PLAN.

ALL VEHICLES AND EQUIPMENT OPERATING IN THE AOA MUST HAVE FLAG (DAY ONLY) OR BEACON (DAY AND NIGHT) ATTACHED TO THE VEHICLE.

CONTRACTOR IS REQUIRED TO ADHERE TO ALL RULES AND REGULATIONS AS SET BY GUC AND ADVISORY CIRCULAR 150/5370-2G, OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION.

ALL APPROVED DRIVERS MUST ATTEND AND PASS THE AIRPORT DRIVING CLASS AND TEST. THIS TRAINING IS REQUIRED FOR ALL PERSONNEL THAT ARE REQUIRED TO EITHER BE BADGED OR PLAN ON OPERATING A VEHICLE IN THE AOA.

VEHICLE TRAFFIC LOCATED IN OR CROSSING AN ACTIVE MOVEMENT AREA MUST BE ESCORTED BY AIRPORT OPERATIONS WHO WILL BE IN RADIO CONTACT WITH THE TOWER. THE DRIVER, THROUGH PERSONAL OBSERVATION, SHOULD CONFIRM THAT NO AIRCRAFT IS APPROACHING THE VEHICLE POSITION. CONTRACTOR PERSONNEL MAY OPERATE IN THE MOVEMENT AREA WITHOUT TWO-WAY RADIO COMMUNICATION PROVIDED A NOTAM IS ISSUED CLOSING THE AREA AND THE AREA IS PROPERLY MARKED TO PREVENT INCURSIONS. CONTINUOUS MONITORING IS REQUIRED ONLY WHEN EQUIPMENT MOVEMENT IS NECESSARY IN CERTAIN AREAS. CONTRACTOR SHALL NOT COMMUNICATE DIRECTLY WITH THE TOWER OR CTAF. ALL TOWER COMMUNICATION SHALL BE PERFORMED BY AIRPORT OPERATIONS.

CONTRACTOR IS REQUIRED TO NOTIFY AND COORDINATE WITH THE RESIDENT ENGINEER AND AIRPORT OPERATIONS PRIOR TO ENTERING ANY ACTIVE SURFACE SAFETY AREAS OR OBJECT FREE AREAS.

CONTRACTOR, SUBCONTRACTOR, AND SUPPLIER EMPLOYEES OR ANY UNAUTHORIZED PERSONS ARE RESTRICTED FROM ENTERING AN AIRPORT AREA THAT WOULD BE HAZARDOUS.

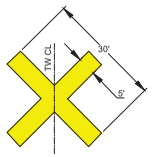
6. WILDLIFE MANAGEMENT

CONTRACTOR SHALL ADHERE TO ALL WILDLIFE MANAGEMENT PRACTICES AS STATED IN ADVISORY CIRCULAR 150/5200-33C, HAZARDOUS WILDLIFE ATTRACTIONS ON OR NEAR AIRPORTS, AND CERTALERT 98-08, GRASSES ATTRACTIVE TO HAZARDOUS WILDLIFE.

CONTRACTOR IS RESPONSIBLE FOR COMPLETING A DAILY INSPECTION FOR TRASH, FOREIGN OBJECTS, AND STANDING WATER ON THE CONSTRUCTION SITE THAT MIGHT ATTRACT WILDLIFE.

CONTRACTOR SHALL MAINTAIN ALL FENCES AND GATES THROUGHOUT THE PROJECT TO THE SATISFACTION OF THE RESIDENT ENGINEER.

CONTRACTOR SHALL NOTIFY THE RESIDENT ENGINEER WHEN A WILDLIFE SIGHTING HAS OCCURRED ON THE PROJECT SITE.



CONSTRUCT CLOSED TAXIWAY "X" WITH ANY OF THE FOLLOWING: DOUBLE-LAYERED PAINTED SNOW FENCE, COLORED PLASTIC, PAINTED SHEETS OF PLYWOOD OR SIMILAR MATERIALS. CONTRACTOR TO ENSURE THAT MATERIALS ARE PROPERLY CONFIGURED AND SECURED TO PREVENT MOVEMENT FROM JET BLAST OR WIND. CLOSED TAXIWAY "X" SHALL BE LESS THAN 3-INCHES THICK.

1 TAXIWAY CLOSURE "X" DETAIL
NOT TO SCALE

7. FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT

CONTRACTOR SHALL KEEP ALL PAVEMENTS IN THE AOA INCLUDING APRONS, TAXIWAYS, AND RUNWAYS FREE FROM FOD AT ALL TIMES TO PREVENT ANY DEBRIS FROM BEING INGESTED INTO AN AIRCRAFT'S ENGINE OR ANY DEBRIS FROM BEING LAUNCHED DUE TO JET BLAST.

CONTRACTOR IS REQUIRED TO CONTINUOUSLY MONITOR AND MAINTAIN FOD TO THE SATISFACTION OF THE RESIDENT ENGINEER.

PRIOR TO OPENING ANY PAVEMENT TO AIRCRAFT, THE CONTRACTOR, RESIDENT ENGINEER, AND AIRPORT OPERATIONS SHALL CONDUCT A SWEEP OF THE PAVEMENT TO VERIFY THAT THE PAVEMENT IS FREE FROM FOD.

THE CONTRACTOR IS ADVISED THAT DUST CONTROL, CLEANUP OF ACTIVE PAVEMENTS, TRACKING DEBRIS ONTO ACTIVE PAVEMENT AND GENERAL JOBSITE CLEANLINESS IS A SERIOUS SAFETY CONCERN. FOREIGN OBJECT DEBRIS (FOD) IS CONSIDERED AS ANY ITEM THAT COULD POSSIBLY IMPACT THE OPERATIONS OF AN AIRPORT OR ROADWAY. FOD COULD CAUSE INJURY OR DEATH THROUGH INGESTION IN MOVING AIRCRAFT ENGINES. SPECIFIC ITEMS OF CONCERN INCLUDE, BUT ARE NOT LIMITED TO; ANY PACKAGING FROM MATERIAL INSTALLATION, GRAVEL LEFT ON ACTIVE PAVEMENTS, DUST TRACKED ONTO ACTIVE PAVEMENTS, HAND TOOLS, HARDWARE DROPPED, ETC.

8. HAZARDOUS MATERIAL (HAZMAT) MANAGEMENT

CONTRACTOR SHALL NOTIFY RESIDENT ENGINEER AND AIRPORT EMERGENCY PERSONNEL IF HAZARDOUS MATERIALS ARE ENCOUNTERED ON THIS PROJECT.

9. NOTIFICATION OF CONSTRUCTION ACTIVITIES

AGENCY NAME	AGENCY TYPE	TELEPHONE
AIRPORT EMERGNECY	24 HOUR AIRPORT OPERATIONS	(970) 641-2304 OR 911
GUNNISON POUCE DEPARTMENT	SHERIFF / POLICE	(970) 641-8200
GUNNISON VOLUNTEER FIRE DEPARTMENT	FIRE RESCUE	(970) 641-8153
GUNNISON VALLEY HEALTH HOSPITAL	HOSPITAL / URGENT CARE	(970) 641-1456
SECURITY BADGING	AIRPORT SECURITY	(970) 642-7390
OPERATIONS	AIRPORT OPERATIONS	(970) 641-2304

BEFORE BEGINNING ANY CONSTRUCTION ACTIVITY, THE CONTRACTOR MUST, THROUGH THE RESIDENT ENGINEER AND AIRPORT OPERATIONS, GIVE NOTICE USING THE NOTICE TO AIRMEN (NOTAM) SYSTEM OF PROPOSED LOCATION, TIME, AND DATE OF COMMENCEMENT OF CONSTRUCTION. THE NOTAM SHOULD STATE THAT "PERSONNEL AND EQUIPMENT ARE WORKING ADJACENT TO GENERAL AVIATION RAMP." ALL NOTAMS SHALL BE ISSUED BY GUC. UPON COMPLETION OF WORK AND RETURN OF ALL SUCH AREAS TO STANDARD CONDITIONS, THE CONTRACTOR MUST COORDINATE WITH THE RESIDENT ENGINEER AND VERIFY THE CANCELLATION OF ALL NOTICES ISSUED VIA THE NOTAM SYSTEM. THROUGHOUT THE PROJECT DURATION , THE CONTRACTOR MUST:

A. BE AWARE OF AND UNDERSTAND THE SAFETY PROBLEMS AND HAZARDS DESCRIBED IN ADVISORY CIRCULAR 150/5370-2G, OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION.
B. CONDUCT ACTIVITIES SO AS NOT TO VIOLATE ANY SAFETY STANDARDS CONTAINED IN ADVISORY CIRCULAR 150/5370-2G OR ANY OF THE REFERENCES THEREIN.
C. INSPECT ALL CONSTRUCTION AND STORAGE AREAS AS OFTEN AS NECESSARY TO BE AWARE OF CONDITIONS.
D. PROMPTLY TAKE ALL ACTIONS NECESSARY TO PREVENT OR REMEDY ANY UNSAFE OR POTENTIALLY UNSAFE CONDITIONS AS SOON AS THEY ARE DISCOVERED.
E. THE CONTRACTOR SHALL ADHERE TO THE REQUIREMENTS, PROVISIONS, AND PROCEDURES OUTLINED IN CONSTRUCTION SAFETY PHASING PLAN (SEE DIV. 6 OF THE CONTRACT DOCUMENTS).

9. NOTIFICATION OF CONSTRUCTION ACTIVITIES (CONTINUED)

ANY CHANGES TO SCOPE OR SCHEDULE MUST BE NOTIFIED TO THE RESIDENT ENGINEER AND GUC MANAGER AND OPERATIONS MANAGER SO THAT NOTAMS CAN BE ISSUED, MAINTAINED, AND CANCELED.

IN AN EVENT OF AN EMERGENCY, CONTRACTOR SHALL NOTIFY THE RESIDENT ENGINEER, GUC OPERATIONS MANAGER, AND AIRPORT EMERGENCY.

10. INSPECTION REQUIREMENTS

CONTRACTOR SHALL COMPLETE A DAILY INSPECTION FOR SAFETY ON THE PROJECT SITE BY COMPLETING THE CHECKLIST PROVIDED IN ADVISORY CIRCULAR 150/5370-2G, APPENDIX D, CONSTRUCTION PROJECT DAILY SAFETY INSPECTION CHECKLIST.

THE CONTRACTOR, RESIDENT ENGINEER AND AIRPORT OPERATOR MUST PERFORM ONSITE INSPECTIONS THROUGHOUT THE PROJECT, WITH IMMEDIATE REMEDY OF ANY DEFICIENCIES, WHETHER CAUSED BY NEGLIGENCE, OVERSIGHT, OR SCOPE CHANGE.

CONTRACTOR SHALL COMPLETE A FINAL INSPECTION FOR SAFETY ON THE PROJECT SITE AT THE END OF EACH PHASE.

11. APPROACH CLEARANCE TO RUNWAYS

RUNWAY THRESHOLDS MUST PROVIDE AN UNOBSTRUCTED APPROACH SURFACE OVER EQUIPMENT AND MATERIALS. REFER TO CHAPTER 3 IN ADVISORY CIRCULAR 150/5300-13B, AIRPORT DESIGN, FOR GUIDANCE.

12. RUNWAY AND TAXIWAY VISUAL AIDS

FLASHER BARRICADES, ARE TO BE PLACED AS DETAILED IN THE PLANS AND IN ALL DESIGNATED AREAS AS SHOWN ON THE CONSTRUCTION SAFETY DRAWINGS.

APPROVED FLASHER BARRICADES SHALL BE PROVIDED AND MAINTAINED BY THE CONTRACTOR.

CONTRACTOR TO COVER ALL TAXIWAY EDGE LIGHTS, TAXIWAY SIGNS, RUNWAY SIGNS, AND APRON EDGE LIGHTS FOR AREAS CLOSED BY NOTAM TO THE APPROVAL OF THE RESIDENT ENGINEER.

13. MARKING AND SIGNS FOR ACCESS ROUTES

ALL REQUIRED SIGNS AND MARKINGS SHALL CONFORM TO ADVISORY CIRCULAR 150/5340-18G, STANDARD FOR AIRPORT SIGN SYSTEMS, OR THE FEDERAL HIGHWAY ADMINISTRATION MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

ALL SIGNS ADJACENT TO AREAS USED BY AIRCRAFT MUST COMPLY WITH THE FRANGIBLE REQUIREMENTS AS STATED IN ADVISORY CIRCULAR 150/5220-23A, FRANGIBLE CONNECTIONS.

14. HAZARD MARKINGS AND LIGHTING

PRIOR TO CLOSING ANY AREAS IN THE AOA TO AIRCRAFT OR EMERGENCY TRAFFIC, CONTRACTOR MUST CLEARLY DEFINE CLOSED AREAS WITH WARNING LIGHTS, BARRICADES, CLOSED 'X' MARKINGS, RCMS, AND FLAGS TO THE APPROVAL OF THE RESIDENT ENGINEER. CONTRACTOR TO REFER TO CONSTRUCTION SAFETY DRAWINGS.

HAZARDOUS AREAS ON THE MOVEMENT AREA WILL BE MARKED WITH FLASHER BARRICADES. THESE BARRICADES RESTRICT ACCESS AND MAKE HAZARDS OBVIOUS TO AIRCRAFT, PERSONNEL, AND VEHICLES. DURING PERIODS OF LOW VISIBILITY AND AT NIGHT, IDENTIFY HAZARDOUS AREAS WITH RED FLASHING LIGHTS.

OPEN TRENCHES AND EXCAVATIONS MUST BE PROMINENTLY MARKED WITH RED OR ORANGE FLAGS AND LIGHTS AS APPROVED BY THE RESIDENT ENGINEER.

15. PROTECTION OF RUNWAY AND TAXIWAY AREAS

SAFETY AREAS - CONTRACTOR SHALL NOT IMPEDE ON THE SAFETY AREAS WITHOUT A CLOSURE OF THE RUNWAY/TAXIWAY BY MEANS OF A NOTAM.

OBJECT FREE AREAS - CONTRACTOR SHALL NOT PLACE EQUIPMENT, MATERIAL, OR STOCKPILES IN THIS AREA. ALL OBJECTS OR MATERIALS ADJACENT TO THIS AREA SHALL BE PROPERLY MARKED/LIT PER ADVISORY CIRCULAR 150/5370-2G. CONTRACTOR CANNOT WORK IN ACTIVE TAXIWAY OBJECT FREE AREA WITHOUT WING WALKERS TO MAINTAIN A 5' CLEARANCE FROM THE WINGSPAN OF THE AIRCRAFT TO CONSTRUCTION EQUIPMENT OR MATERIAL.

OBSTACLE FREE ZONE- CONTRACTOR TO PREVENT PERSONNEL, MATERIAL, AND/OR EQUIPMENT FROM PENETRATING THE OBSTACLE FREE ZONE AS DEFINED IN ADVISORY CIRCULAR 150/5300-13B.

NO CONSTRUCTION WORK IS ALLOWED INSIDE OF AN ACTIVE TOFA

16. AIRPORT SECURITY

CONTRACTOR SHALL ADHERE TO AIRPORT SECURITY REQUIREMENTS AT ALL TIMES. SECURITY IDENTIFICATION BADGES AND RELATED AIRPORT FAMILIARIZATION REQUIREMENTS ARE MANDATORY. KEY CONSTRUCTION SUPERINTENDENTS AND ANY OTHER PERSONNEL DEEMED NECESSARY BY THE AIRPORT SHALL BE REQUIRED TO BE BADGED BY THE AIRPORT, COMPLETE A SECURITY CLASS AND AN AIRPORT DRIVING CLASS AT THE EXPENSE OF THE CONTRACTOR PRIOR TO CONSTRUCTION. UNBADGED CONSTRUCTION PERSONNEL SHALL BE ESCORTED AT ALL TIMES DURING AIRSIDE CONSTRUCTION.

17. OTHER LIMITATIONS ON CONSTRUCTION

CONTRACTOR SHALL PROMINENTLY MARK ALL OPEN TRENCHES, EXCAVATIONS, AND STOCKPILED MATERIALS AT THE CONSTRUCTION SITE. LIGHTING THESE OBSTACLES IS REQUIRED DURING HOURS OF RESTRICTED VISIBILITY AND DARKNESS.

THE CONTRACTOR SHALL CLEARLY MARK AND LIGHT ANY CLOSED, DECEPTIVE, OR HAZARDOUS AREAS ON THE AIRPORT, AS APPROPRIATE. STOCKPILED MATERIALS SHALL BE CONSTRAINED TO PREVENT ITS MOVEMENT AS A RESULT OF THE MAXIMUM ANTICIPATED AIRCRAFT BLAST AND FORECAST WIND CONDITIONS.

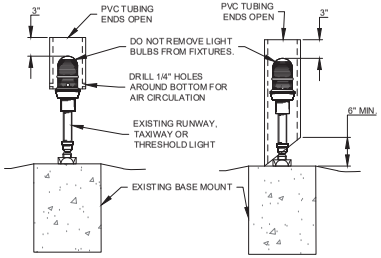
THERE SHALL BE NO USE OF TALL EQUIPMENTS (CRANES, CONCRETE PUMPS, AND SO ON) UNLESS A FAA 7460-1 DETERMINATION LETTER IS ISSUED FOR SUCH EQUIPMENT.

THERE SHALL BE NO USE OF ELECTRICAL BLASTING CAPS ON OR WITHIN 1,000' OF THE AIRPORT PROPERTY.

THERE SHALL BE NO USE OF FLARE POTS WITHIN THE AOA.

18. DUST CONTROL

CONTRACTOR IS RESPONSIBLE FOR CONTROLLING DUST FROM THE CONSTRUCTION SITE AT ALL TIMES. CONTRACTOR SHALL HAVE A WATER TRUCK AND OPERATOR AVAILABLE 24 HOURS A DAY TO CONTROL DUST. THE PROJECT'S LOCATION IS NEAR ACTIVE RUNWAYS AND HIGHWAYS AND IS IN A LOCATION THAT EXPERIENCES HIGH WIND. IT IS CRITICAL FOR THE CONTRACTOR TO KEEP DUST TO AN ABSOLUTE MINIMUM BOTH DURING CONSTRUCTION, AND AFTER CONSTRUCTION UNTIL THE EXPOSED SURFACES CONTAIN SUSTAINABLE VEGETATION. CONTRACTOR SHALL PROVIDE THE RESIDENT ENGINEER AND AIRPORT OPERATIONS WITH A CONTACT FOR 24 HOUR DUST CONTROL.



OPTION A OPTION B

2 TEMPORARY LIGHT COVER DETAIL
NOT TO SCALE

JVIATION
A WOOLPERT COMPANY
720 South Colorado Blvd, Suite 1200-S
Glendale, CO 80246
303.524.3030

ISSUANCE SCHEDULE

NUMBER	DATE	DESCRIPTION
1	12/12/2023	ISSUED FOR CONSTRUCTION

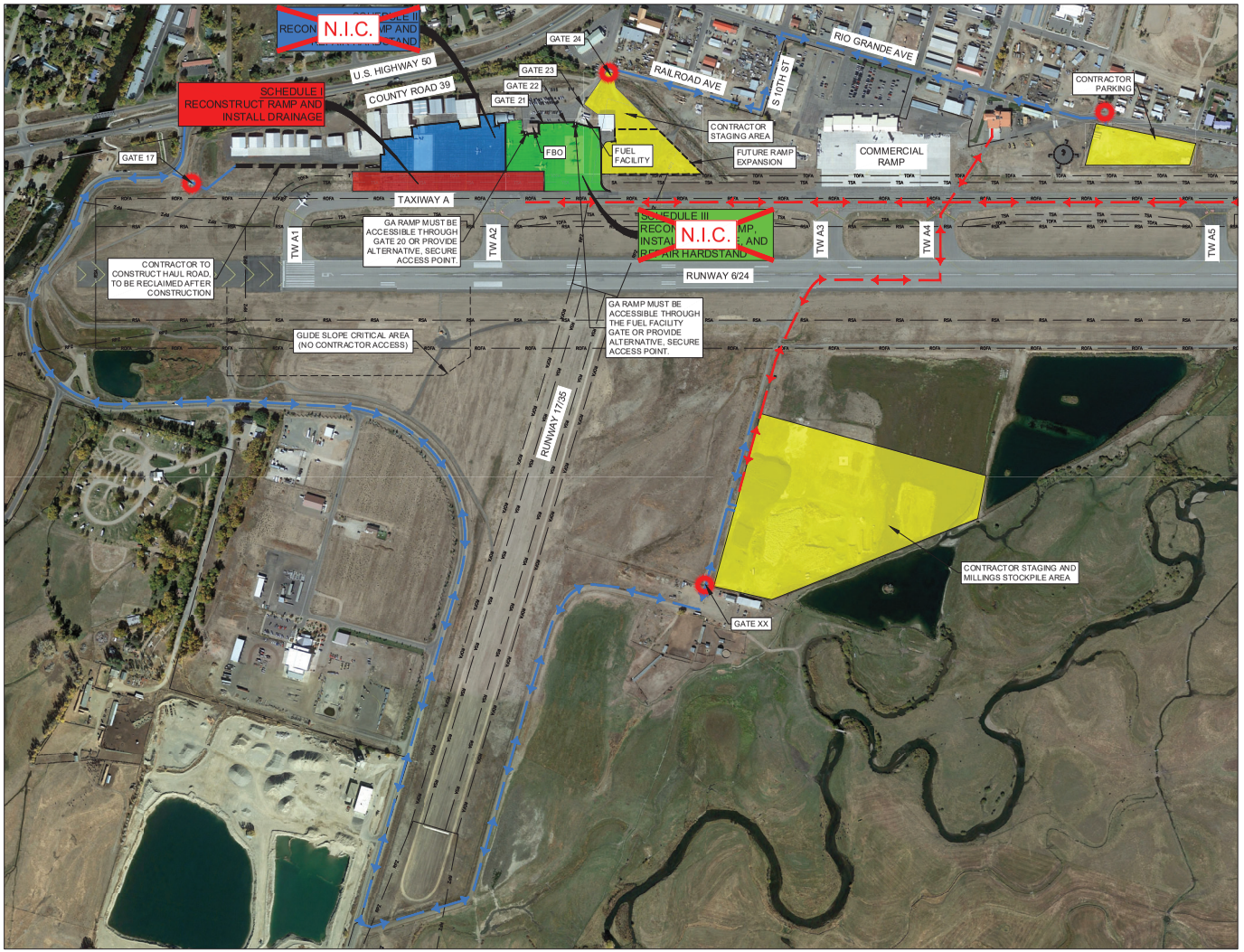
GUNNISON-CRESTED BUTTE REGIONAL AIRPORT
CDAG NO. 23-GUC-01
GENERAL AVIATION RAMP RECONSTRUCTION
GUNNISON, COLORADO

PROJECT NO: 23-GUC-01
DATE ISSUED: 12/12/2023
DESIGNED BY: T.A.R.
DRAWN BY: R.L.B.
CHECKED BY: C.L.G.

SHEET NAME:
CONSTRUCTION SAFETY NOTES & DETAILS

SHEET NO:
GS001

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PHASING LEGEND

- CONTRACTOR HAUL ROUTE
- LIFE & SAFETY ROUTE
- RUNWAY SAFETY AREA
- RUNWAY OBJECT FREE AREA
- TAXIWAY SAFETY AREA
- TAXIWAY OBJECT FREE AREA
- RUNWAY PROTECTION ZONE
- BUILDING RESTRICTION LINE
- NAVAID CRITICAL AREA
- AOA FENCE
- CONTRACTOR GATE ACCESS

GRAPHIC SCALE
0 300 600 900
(IN FEET)

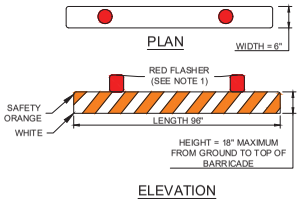
PROJECT SCHEDULE - 28 CALENDAR DAYS

SCHEDULE / PHASE	DURATION
SCHEDULE I PHASE 1	28 CALENDAR DAYS
SCHEDULE II	42 CALENDAR DAYS
PHASE 1	35 CALENDAR DAYS
PHASE 2	7 CALENDAR DAYS
SCHEDULE III	42 CALENDAR DAYS
PHASE 1a	42 CALENDAR DAYS
PHASE 1b	7 CALENDAR DAYS

N.I.C.

SAFETY & OBJECT FREE AREAS

RUNWAY 6/24	
RUNWAY SAFETY AREA (RSA)	250' FROM RW CENTERLINE
RUNWAY OBJECT FREE AREA (ROFA)	400' FROM RW CENTERLINE
TAXIWAYS	
TAXIWAY SAFETY AREA (TSA)	85.5' FROM TW CENTERLINE
TAXIWAY OBJECT FREE AREA (TOFA)	121.5' FROM TW CENTERLINE



FLASHER BARRICADE NOTES

1. FLASHER BARRICADES WILL BE PROVIDED AND MAINTAINED BY THE CONTRACTOR AT ALL TIMES. CONTRACTOR SHALL ALSO PROVIDE SPARE BARRICADES, BATTERIES, AND LIGHT BULBS FOR MAINTENANCE DURING NIGHTTIME HOURS.
2. LOW-PROFILE BARRICADES TO BE PLACED AT 10' INTERVALS ADJACENT TO CONSTRUCTION, AS DIRECTED BY THE ENGINEER AND AS SHOWN ON THE PHASING SHEETS.
3. BARRICADES ARE TO BE PLACED IN LOCATIONS SHOWN ON THE PLANS AND AS DIRECTED BY THE ENGINEER THROUGHOUT ALL PHASES OF THE PROJECT. THE BARRICADE LOCATIONS PROVIDED ON THIS SHEET SHALL REMAIN THROUGHOUT CONSTRUCTION. ADDITIONAL BARRICADES WILL BE REQUIRED ACROSS PHASE SPECIFIC AREAS OF CLOSED PAVEMENT, AND ARE SHOWN ON PHASING SHEETS.
4. FLASHER BARRICADES WILL BE REQUIRED ALONG THE EDGE OF ANY VERTICAL DROP OFF GREATER THAN 3". AIRPORT OPERATIONS WILL ISSUE NOTAM TO ADVISE AIRCRAFT OF THIS CONDITION
5. FLASHER BARRICADES ARE TO BE ADEQUATELY WEIGHTED SO THEY WILL REMAIN IN PLACE DURING TIMES OF HIGH WINDS OR AS APPROVED BY THE ENGINEER.

1 FLASHER BARRICADE DETAIL
NOT TO SCALE

JVIATION
A WOOLPERT COMPANY
720 South Colorado Blvd, Suite 1200-S
Glendale, CO 80246
303.524.3030

ISSUANCE SCHEDULE

NUMBER	DATE	DESCRIPTION
1	12/12/2023	ISSUED FOR CONSTRUCTION

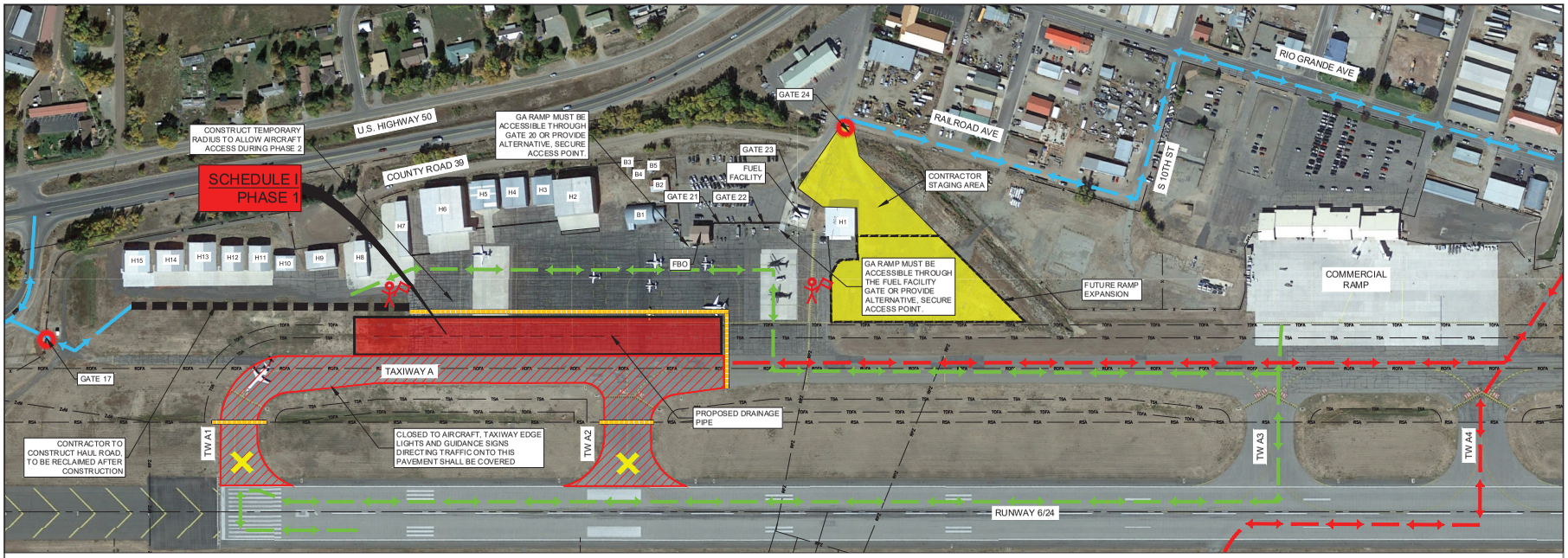
GUNNISON-CRESTED BUTTE REGIONAL AIRPORT
CDAG NO. 23-GUC-01
GENERAL AVIATION RAMP RECONSTRUCTION
GUNNISON, COLORADO

PROJECT NO: 23-GUC-01
DATE ISSUED: 12/12/2023
DESIGNED BY: T.A.R.
DRAWN BY: R.L.B.
CHECKED BY: C.L.G.

SHEET NAME:
CONSTRUCTION SAFETY OVERALL PLAN

SHEET NO:
GS002

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CONSTRUCTION PHASING NOTES

SCHEDULE I / PHASE 1

DURATION

28 CALENDAR DAYS

- SCHEDULE CANNOT BE CONCURRENT WITH ANY OTHER SCHEDULE

CONTRACTOR ACCESS TIMES

24 HOUR ACCESS TO APPROVED WORK AREAS

ALL AIRPORT OPERATIONS AREAS SHALL REMAIN OPEN AND UNAFFECTED DURING THIS SCHEDULE WITH THE FOLLOWING EXCEPTIONS:

- TAXIWAY A TO BE CLOSED JUST EAST OF TAXIWAY A2 TO TAXIWAY A1
- AIRCRAFT ARE REQUIRED TO BACK TAXI FROM TAXIWAY A3 TO RUNWAY 6

MAJOR WORK TO BE COMPLETED

SITE PREPARATION
1. INSTALL EROSION CONTROL
2. REMOVE EXISTING ASPHALT PAVEMENT SECTION
3. REMOVE EXISTING AIRCRAFT TIE DOWNS

EARTHWORK & DRAINAGE
1. EXCAVATE TO SUBGRADE
2. INSTALL DRAINAGE IMPROVEMENTS
3. PREPARE SUBGRADE FOR BASE MATERIAL

PAVEMENT SECTION
1. INSTALL BASE MATERIAL
2. INSTALL ASPHALT PAVEMENT
3. INSTALL AIRCRAFT TIE DOWNS
4. INSTALL TEMPORARY PAINT
5. INSTALL PERMANENT PAINT (AFTER 30 DAY CURE)

SITE RECLAMATION
1. SEEDING
2. REMOVE EROSION CONTROL (AFTER VEGETATION IS ESTABLISHED)

STORM INFRASTRUCTURE
1. TIE INTO EXISTING STRUCTURE
2. INSTALL 30-INCH RCP
3. INSTALL INLET

ELECTRICAL INFRASTRUCTURE
1. TAXIWAY EDGE LIGHT RELOCATION

NOTES

1. AIRCRAFT RESCUE AND FIRE FIGHTING (ARFF) RESPONSE ROUTES SHALL REMAIN CLEAR AND UNOBSTRUCTED AT ALL TIMES DURING CONSTRUCTION. CONTRACTOR SHALL YIELD TO EMERGENCY RESPONSE TEAMS IN THE EVENT OF EMERGENCY.
2. BARRICADES AND CLOSURE "X" S SHALL BE PLACED IN ACCORDANCE WITH THESE DRAWINGS AND THE CSPP.
3. WHEN POSSIBLE, THE CONTRACTOR IS TO KEEP CONSTRUCTION TRAFFIC OFF OF THE APRON PAVEMENTS.
4. AIRPORT PERIMETER SECURITY SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE GATE GUARDS ALONG CONSTRUCTION ACCESS AT AIRPORT PERIMETER GATE LOCATIONS WHEN GATES ARE LEFT OPEN. GATES SHALL BE SECURELY CLOSED OR LOCKED AT ALL TIMES IF GATE GUARD IS NOT PRESENT OR GATES ARE NOT IN USE.
5. SHALL THE CONTRACTOR CHOOSE TO LEAVE THE PROJECT'S ACCESS GATE OPEN FOR CONSTRUCTION OPERATIONS, HE SHALL PROVIDE GATE GUARDS AT ANY TIME THE GATE IS LEFT IN THE OPEN POSITION. PRIOR APPROVAL FROM THE AIRPORT IS REQUIRED FOR LEAVING THE GATE OPEN.
6. THE CONTRACTOR SHALL HAVE A REPRESENTATIVE MONITORING THE AIRPORT'S GROUND CONTROL AT 122.7 MHZ AT ALL TIMES.
7. PRIOR TO OPENING TAXIWAY A, ALL EXCAVATIONS AND TRENCHES IN THE TAXIWAY SAFETY AREA SHALL BE BACKFILLED AND COMPACTED TO P-152 SPECIFICATIONS OR STEEL PLATED AS APPROVED BY THE ENGINEER. GRADING WITHIN THE SAFETY AREA SHALL CONFORM TO AC 150/5300-13B PARAGRAPH 313d (RSA) AND PARAGRAPH 418b(6) (TSA).
8. EACH MORNING, THE CONTRACTOR, ALONG WITH AIRPORT OPERATIONS AND THE ENGINEER WILL INSPECT ALL PAVEMENT FOR DEBRIS AND CHECK ALL SAFETY AREAS FOR ACCEPTANCE. THE CONTRACTOR SHALL IMMEDIATELY CORRECT ANY DEFICIENT AREAS IDENTIFIED FOR APPROVAL BY AIRPORT OPERATIONS AND THE ENGINEER.
9. THE CONTRACTOR SHALL HAVE A SWEEPER ON SITE AT ALL TIMES TO CLEAN DEBRIS FROM HAUL ROUTES, CONSTRUCTION ACCESS POINTS, OR AREAS ADJACENT TO CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY CLEAN ANY DEBRIS FROM AIRFIELD PAVEMENTS.
10. THE CONTRACTOR SHALL KEEP ALL CONSTRUCTION TRAFFIC LIMITED TO THE APPROVED HAUL ROUTES AS SHOWN ON THE PLANS OR AS APPROVED BY THE ENGINEER. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED ALONG THE HAUL ROUTES OR CONSTRUCTION ACCESS ROUTES TO THE PROJECT SITE.
11. CONTRACTOR SHALL PARK ALL EQUIPMENT AND VEHICLES IN STAGING AREAS AT NIGHT AND DURING PERIODS WHEN NO CONSTRUCTION ACTIVITIES ARE TAKING PLACE. NO EQUIPMENT SHALL BE LEFT UNATTENDED WITHIN THE TOFA.
12. IF CONTRACTOR ELECTS TO ERECT AN ON-SITE BATCH PLANT, CONTRACTOR SHALL COMPLETE ALL BATCH PLANT PERMIT REQUIREMENTS PRIOR TO INSTALLATION OF BATCH PLANT, INCLUDING BUT NOT LIMITED TO FAA FAR FORM 7460.
13. BATCH PLANT SHALL BE BELOW THE PART 77 SURFACE OF ALL RUNWAYS. LOCATION WILL BE VERIFIED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER FOR FINAL APPROVAL.
14. RED FLASHING BEACON LIGHT SHALL BE INSTALLED ATOP THE HIGHEST POINT OF BATCH PLANT.
15. CONTRACTOR TO PLACE MILLINGS ALONG THE CONTRACTOR HAUL ROUTE AS NEEDED. PLACEMENT OF MILLINGS ALONG THE HAUL ROUTE WILL BE CONSIDERED INCIDENTAL TO THE PROJECT.

PHASING LEGEND

- LIFE & SAFETY ROUTE
- CONTRACTOR HAUL ROUTE (2 WAY TRAFFIC)
- AIRCRAFT TAXI ROUTE
- RUNWAY SAFETY AREA
- RUNWAY OBJECT FREE AREA
- TAXIWAY SAFETY AREA
- TAXIWAY OBJECT FREE AREA
- RUNWAY PROTECTION ZONE
- AOA FENCE
- FLASHER BARRICADE
- FLAGMAN / GATE GUARD
- CONTRACTOR GATE ACCESS
- TAXIWAY CLOSURE MARKER

GRAPHIC SCALE
0 150 300 450
(IN FEET)

JVIATION
A WOOLPERT COMPANY
720 South Colorado Blvd, Suite 1200-S
Glendale, CO 80246
303.524.3030

ISSUANCE SCHEDULE

NUMBER	DATE	DESCRIPTION
1	12/12/2023	ISSUED FOR CONSTRUCTION

GUNNISON-CRESTED BUTTE REGIONAL AIRPORT
CDAG NO. 23-GUC-01
GENERAL AVIATION RAMP RECONSTRUCTION
GUNNISON, COLORADO

PROJECT NO: 23-GUC-01
DATE ISSUED: 12/12/2023
DESIGNED BY: T.A.R.
DRAWN BY: R.L.B.
CHECKED BY: C.L.G.

SHEET NAME:
CONSTRUCTION SAFETY & PHASING PLAN - SCHEDULE I, PHASE 1

SHEET NO:
GS003

Layout Tab Name: GS003
Last Saved By:Ver , 1/16/2024 12:00:12 PM
L:\GUC\GA Ramp\CAD\PLANS\300-GUC-23 01-GS003-PHAS.dwg Plotted By:Ver , Patrick Plotted:January 16, 2024 - 4:59:08 PM

APPENDIX B

CONSTRUCTION PROJECT DAILY SAFETY INSPECTION CHECKLIST

NOTE: This Appendix B. Construction Project Daily Safety Inspection Checklist was copied from FAA Advisory Circular 150/5370-2G (dated December 13, 2017) and formatted for use with individual projects.

Airport: **Gunnison-Crested Butte Regional Airport**
AIP Project No.: **3-08-0030-063/064-2023**
Project Name: **General Aviation Ramp Reconstruction**
Date: _____

Appendix B. Construction Project Daily Safety Inspection Checklist

The situations identified below are potentially hazardous conditions that may occur during airport construction projects. Safety area encroachments, unauthorized and improper ground vehicle operations, and unmarked or uncovered holes and trenches near aircraft operating surfaces pose the most prevalent threats to airport operational safety during airport construction projects. The list below is one tool that the airport operator or contractor may use to aid in identifying and correcting potentially hazardous conditions. It should be customized as appropriate for each project including information such as the date, time and name of the person conducting the inspection.

Table D-1. Potentially Hazardous Conditions

Item	Action Required (Describe)	No Action Required (Check)
Excavation adjacent to runways, taxiways, and aprons improperly backfilled.		☐
Mounds of earth, construction materials, temporary structures, and other obstacles near any open runway, taxiway, or taxi lane; in the related Object Free area and aircraft approach or departure areas/zones; or obstructing any sign or marking.		☐
Runway resurfacing projects resulting in lips exceeding 3 inch (7.6 cm) from pavement edges and ends.		☐
Heavy equipment (stationary or mobile) operating or idle near AOA, in runway approaches and departures areas, or in OFZ.		☐
Equipment or material near NAVAIDs that may degrade or impair radiated signals and/or the monitoring of navigation and visual aids. Unauthorized or improper vehicle operations in localizer or glide slope critical areas, resulting in electronic interference and/or facility shutdown.		☐
Tall and especially relatively low visibility units (that is, equipment with slim profiles) — cranes, drills, and similar objects — located in critical areas, such as OFZ and approach zones.		☐

Improperly positioned or malfunctioning lights or unlighted airport hazards, such as holes or excavations, on any apron, open taxiway, or open taxi lane or in a related safety, approach, or departure area.		☐
Obstacles, loose pavement, trash, and other debris on or near AOA. Construction debris (gravel, sand, mud, paving materials) on airport pavements may result in aircraft propeller, turbine engine, or tire damage. Also, loose materials may blow about, potentially causing personal injury or equipment damage.		☐
Inappropriate or poorly maintained fencing during construction intended to deter human and animal intrusions into the AOA. Fencing and other markings that are inadequate to separate construction areas from open AOA create aviation hazards.		☐
Improper or inadequate marking or lighting of runways (especially thresholds that have been displaced or runways that have been closed) and taxiways that could cause pilot confusion and provide a potential for a runway incursion. Inadequate or improper methods of marking, barricading, and lighting of temporarily closed portions of AOA create aviation hazards.		☐
Wildlife attractants — such as trash (food scraps not collected from construction personnel activity), grass seeds, tall grass, or standing water — on or near airports.		☐
Obliterated or faded temporary markings on active operational areas.		☐
Misleading or malfunctioning obstruction lights. Unlighted or unmarked obstructions in the approach to any open runway pose aviation hazards.		☐
Failure to issue, update, or cancel NOTAMs about airport or runway closures or other construction related airport conditions.		☐
Failure to mark and identify utilities or power cables. Damage to utilities and power cables during construction activity can result in the loss of runway / taxiway lighting; loss of navigation, visual, or approach aids; disruption of weather reporting services; and/or loss of communications.		☐
Restrictions on ARFF access from fire stations to the runway / taxiway system or airport buildings.		☐
Lack of radio communications with construction vehicles in airport movement areas.		☐

Objects, regardless of whether they are marked or flagged, or activities anywhere on or near an airport that could be distracting, confusing, or alarming to pilots during aircraft operations.		☐
Water, snow, dirt, debris, or other contaminants that temporarily obscure or derogate the visibility of runway/taxiway marking, lighting, and pavement edges. Any condition or factor that obscures or diminishes the visibility of areas under construction.		☐
Spillage from vehicles (gasoline, diesel fuel, oil) on active pavement areas, such as runways, taxiways, aprons, and airport roadways.		☐
Failure to maintain drainage system integrity during construction (for example, no temporary drainage provided when working on a drainage system).		☐
Failure to provide for proper electrical lockout and tagging procedures. At larger airports with multiple maintenance shifts/workers, construction contractors should make provisions for coordinating work on circuits.		☐
Failure to control dust. Consider limiting the amount of area from which the contractor is allowed to strip turf.		☐
Exposed wiring that creates an electrocution or fire ignition hazard. Identify and secure wiring, and place it in conduit or bury it.		☐
Site burning, which can cause possible obscuration.		☐
Construction work taking place outside of designated work areas and out of phase.		☐

DIVISION 7

WAGE RATES

"General Decision Number: CO20230012 04/14/2023

Superseded General Decision Number: CO20220012

State: Colorado

Construction Type: Highway

Counties: Alamosa, Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, La Plata, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan and San Miguel Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

|_____|_____|

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2023
1	02/24/2023
2	04/14/2023

CARP9901-009 11/01/2019

	Rates	Fringes
CARPENTER (Excludes Form Work)	$ 26.50	10.32

ENGI0009-016 05/01/2022

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
(3)- Drill Rig Caisson (smaller than Watson 2500 and similar)	$ 33.14	13.30
(4)-Mechanic La Plata County	$ 33.30	13.30
(5)-Drill Rig Caisson (Watson 2500 similar or larger)	$ 33.48	13.30

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* SUCO2011-007 09/15/2011

	Rates	Fringes
CARPENTER (Form Work Only) Alamosa, Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, Mineral, Montezuma, Montrose, Ouray, Rio		

Grande, Saguache, San Juan, San Miguel	$ 18.57	5.38
La Plata	$ 18.60	5.38
CEMENT MASON/CONCRETE FINISHER		
Alamosa, Archuleta, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, Mineral, Montezuma, Ouray, Rio Grande, Saguache, San Juan, San Miguel	$ 17.67	2.85
Chaffee	$ 15.55 **	2.85
La Plata	$ 18.99	2.85
Montrose	$ 16.95	2.85
ELECTRICIAN	$ 28.06	8.76
GUARDRAIL INSTALLER	$ 12.78 **	3.31
HIGHWAY/PARKING LOT STRIPING: Truck Driver (Line Striping Truck)	$ 14.60 **	3.49
HIGHWAY/PARKING LOT STRIPING:Painter	$ 12.90 **	3.07
IRONWORKER, REINFORCING (Excludes Guardrail Installation)	$ 16.94	6.77
IRONWORKER, STRUCTURAL (Excludes Guardrail Installation)	$ 16.76	6.01
LABORER		
Asphalt Raker		
Alamosa	$ 17.53	3.75
Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, San Juan, San Miguel	$ 16.43	3.42
La Plata	$ 15.38 **	3.12
Common or General		
Alamosa, Chaffee, Montezuma, Montrose	$ 12.44 **	3.53
Archuleta, Conejos, Custer, Delta, Dolores, Gunnison, Hindsdale,		

Ouray, Rio Grande,
Saguache, San Miguel.....$ 13.70 ** 3.53
Fremont.....$ 15.19 ** 3.00
La Plata.....$ 14.07 ** 3.53
Mineral.....$ 14.84 ** 3.53
San Juan.....$ 13.73 ** 3.53
Concrete Saw (Hand Held)....$ 16.00 ** 6.14
Landscape and Irrigation
Alamosa, Archuleta,
Chaffee, Conejos, Custer,
Delta, Dolores, Fremont,
Gunnison, Hinsdale,
Mineral, Montezuma,
Montrose, Ouray, Rio
Grande, Saguache, San
Juan, San Miguel.....$ 14.02 ** 3.16
La Plata.....$ 13.54 ** 3.16
Mason Tender-
Cement/Concrete
Alamosa, Archuleta,
Conejos, Custer, Delta,
Dolores, Fremont,
Gunnison, Hinsdale,
Mineral, Montezuma,
Montrose, Ouray, Rio
Grande, Saguache, San
Juan, San Miguel.....$ 14.59 ** 3.10
Chaffee.....$ 12.44 ** 3.10
La Plata.....$ 15.67 ** 3.10
Traffic Control (Flagger)...$ 9.42 ** 3.21
Traffic Control (Sets
Up/Moves Barrels, Cones,
Install Signs, Arrow
Boards and Place
Stationary Flags)(Excludes
Flaggers).....$ 12.39 ** 3.20

PAINTER (Spray Only).....$ 17.54 3.52

POWER EQUIPMENT OPERATOR:
Asphalt Laydown
Alamosa, La Plata.....$ 22.67 8.72
Archuleta, Chaffee,
Conejos, Custer, Delta,
Dolores, Fremont,
Gunnison, Hinsdale,
Mineral, Montezuma,
Montrose, Ouray, Rio
Grande, Saguache, San
Juan, San Miguel.....$ 23.13 8.64

Asphalt Paver	$ 22.67	8.72
Asphalt Plant	$ 17.23	4.07
Asphalt Roller		
Alamosa	$ 21.67	8.22
Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, Mineral, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	$ 22.77	8.36
La Plata	$ 22.68	7.30
Montezuma	$ 22.67	8.72
Asphalt Spreader	$ 22.67	8.72
Backhoe/Trackhoe		
Alamosa	$ 21.03	3.75
Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	$ 19.75	3.75
La Plata	$ 19.79	5.13
Mineral	$ 19.17	5.53
Montezuma	$ 16.42	4.42
Bobcat/Skid Loader		
Alamosa, Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	$ 18.20	4.54
La Plata	$ 19.98	4.88
Mineral	$ 17.94	4.62
Broom/Sweeper		
Alamosa	$ 20.67	9.22
Brooom/Sweeper		
Archuleta, Chaffee, COnejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, La Plata, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	$ 21.70	9.22
Bulldozer		

Alamosa, Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Gunnison, Hinsdale, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	$ 23.28	9.22
Fremont	$ 23.67	9.22
La Plata	$ 23.57	8.72
Chipper	$ 22.04	8.26
Crane		
Alamosa, Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	$ 25.01	8.22
La Plata	$ 25.21	8.22
Drill	$ 20.84	2.66
Forklift	$ 18.30	5.01
Grade Checker	$ 23.91	7.89
Grader/Blade		
Alamosa, Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Gunnison, Hinsdale, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	$ 16.39	4.20
Fremont	$ 19.68	3.37
La Plata	$ 19.83	4.20
Guardrail/Post Driver	$ 16.07 **	4.41
Loader (Front End)		
Alamosa, Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Gunnison, Hinsdale, Mineral, Montrose, Ouray, Rio Grande, Saguache, San Juan.	$ 23.38	8.22
Fremont	$ 23.67	9.22
La Plata	$ 23.36	7.09
Montezuma	$ 22.82	8.72
San Miguel	$ 23.82	9.22
Mechanic		
Alamosa, Archuleta, Chaffee, Conejos, Custer,		

Delta, Dolores, Gunnison, Hinsdale, Mineral, Montezuma, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel.....$ 16.74 4.20
Fremont.....$ 18.79 3.51

Oiler
Alamosa, Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Gunnison, Hinsdale, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan,.....$ 22.97 7.88
Fremont.....$ 22.97 8.56
La Plata.....$ 24.08 5.49
San Miguel.....$ 22.97 9.22

Roller/Compactor (Dirt and Grade Compaction)
Alamosa, Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Gunnison, Hinsdale, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel.....$ 19.24 4.96
Fremont.....$ 16.52 5.28
La Plata.....$ 18.33 2.98

Rotomill.....$ 16.28 4.41

Scraper.....$ 17.62 2.96

Screed
Alamosa.....$ 20.33 6.81
Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel.....$ 19.58 4.96
La Plata.....$ 17.86 2.75

Tractor.....$ 15.08 ** 2.95

TRAFFIC SIGNALIZATION:
Groundsman.....$ 17.04 2.28

TRUCK DRIVER
Distributor

Alamosa	$ 18.40	4.51
Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, La Plata, Mineral, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	$ 17.62	5.27
Montezuma	$ 15.80 **	5.27
Dump Truck		
Alamosa	$ 14.15 **	3.83
Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Gunnison, Hinsdale, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	$ 16.56	4.03
Fremont	$ 16.55	4.34
La Plata	$ 16.90	3.83
Mineral	$ 16.97	4.61
Lowboy Truck	$ 17.25	5.84
Mechanic	$ 17.79	3.51
Multi-Purpose Specialty & Hoisting Truck	$ 14.60 **	3.49
Pickup and Pilot Car		
Alamosa, Archuleta, Chaffee, Conejos, Custer, Delta, Dolores, Fremont, Gunnison, Hinsdale, Mineral, Montezuma, Montrose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	$ 14.04 **	3.49
La Plata	$ 15.47 **	3.49
Semi truck		
Alamosa, Archuleta, Chaffee, Gunnison, Mineral, Montezuma, Montraose, Ouray, Rio Grande, Saguache, San Juan, San Miguel	$ 19.42	5.41
Semi Truck		
Conejos, Custer, Delta, Dolores, Fremont, Hinsdale, La Plata	$ 17.25	5.41
Water Truck		
Alamosa	$ 17.58	3.75
Archuleta, Chafee,		

Conjeos, Custer, Delta,
Dolores, Gunnision,
Hinsdale, Mineral,
Montrose, Ouray, Rio
Grande, San Miguel, San
Juan, Saguache.....$ 16.75 3.04
Fremont.....$ 16.15 ** 3.14
La Plata.....$ 17.67 3.43
Montezuma.....$ 14.88 ** 2.07

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($16.20) or 13658 ($12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification

and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

DIVISION 8

TECHNICAL SPECIFICATIONS

ITEM P-101 PREPARATION/REMOVAL OF EXISTING PAVEMENTS

DESCRIPTION

101-1.1 This item shall consist of preparation of existing pavement surfaces for overlay, surface treatments, removal of existing pavement, and other miscellaneous items. The work shall be accomplished in accordance with these specifications and the applicable plans.

EQUIPMENT AND MATERIALS

101-2.1 All equipment and materials shall be specified here and in the following paragraphs or approved by the Resident Project Representative (RPR). The equipment shall not cause damage to the pavement to remain in place.

CONSTRUCTION

101-3.1 REMOVAL OF EXISTING PAVEMENT.

The Contractor's removal operation shall be controlled to not damage adjacent pavement structure, and base material, cables, utility ducts, pipelines, or drainage structures which are to remain under the pavement.

a. Concrete pavement removal. Full depth saw cuts shall be made perpendicular to the slab surface. The Contractor shall saw through the full depth of the slab including any dowels at the joint, removing the pavement and installing new dowels as shown on the plans and per the specifications. Where the perimeter of the removal limits is not located on the joint and there are no dowels present, the perimeter shall be saw cut the full depth of the pavement. The pavement inside the saw cut shall be removed by methods which will not cause distress in the pavement which is to remain in place. If the material is to be wasted on the airport site, it shall be reduced to a maximum size of 8 inches. Concrete slabs that are damaged by under breaking shall be repaired or removed and replaced as directed by the RPR.

The edge of existing concrete pavement against which new pavement abuts shall be protected from damage at all times. Spall and underbreak repair shall be in accordance with the plans. Any underlaying material that is to remain in place, shall be recompacted and/or replaced as shown on the plans. Adjacent areas damaged during repair shall be repaired or replaced at the Contractor's expense.

b. Asphalt pavement removal. Asphalt pavement to be removed shall be cut to the full depth of the asphalt pavement around the perimeter of the area to be removed. If the material is to be wasted on the airport site, it shall be broken to a maximum size of 1 ½ inches.

c. Repair or removal of Base, Subbase, and/or Subgrade. All failed material including surface, base course, subbase course, and subgrade shall be removed and repaired as shown on the plans or as directed by the RPR. Materials and methods of construction shall comply with the applicable sections of these specifications. Any damage caused by Contractor's removal process shall be repaired at the Contractor's expense.

101-3.2 PREPARATION OF JOINTS AND CRACKS PRIOR TO OVERLAY/SURFACE TREATMENT. Remove all vegetation and debris from cracks to a minimum depth of 1 inch (25 mm). If extensive vegetation exists, treat the specific area with a concentrated solution of a water-based herbicide approved by the RPR. Fill all cracks greater than 1/4 inch (6 mm) wide with a crack sealant per ASTM D6690. The crack sealant, preparation, and application shall be compatible with the surface treatment/overlay to be used. To minimize contamination of the asphalt with the crack sealant, underfill the crack sealant a minimum of 1/8 inch (3 mm), not to exceed ¼ inch (6 mm). Any excess joint or crack sealer shall be removed from the pavement surface.

Wider cracks (over 1-1/2 inch wide (38 mm)), along with soft or sunken spots, indicate that the pavement or the pavement base should be repaired or replaced as stated below.

Cracks and joints may be filled with a mixture of emulsified asphalt and aggregate. The aggregate shall consist of limestone, volcanic ash, sand, or other material that will cure to form a hard substance. The combined gradation shall be as shown in the following table.

Up to 3% cement can be added to accelerate the set time. The mixture shall not contain more than 20% natural Gradation sand without approval in writing from the RPR.

Sieve Size	Percent Passing
No. 4 (4.75 mm)	100
No. 8 (2.36 mm)	90-100
No. 16 (1.18 mm)	65-90
No. 30 (600 μm)	40-60
No. 50 (300 μm)	25-42
No. 100 (150 μm)	15-30
No. 200 (75 μm)	10-20

The proportions of asphalt emulsion and aggregate shall be determined in the field and may be varied to facilitate construction requirements. Normally, these proportions will be approximately one part asphalt emulsion to five parts aggregate by volume. The material shall be poured or placed into the joints or cracks and compacted to form a voidless mass. The joint or crack shall be filled to within +0 to -1/8 inches (+0 to -3 mm) of the surface. Any material spilled outside the width of the joint shall be removed from the pavement surface prior to constructing the overlay. Where concrete overlays are to be constructed, only the excess joint material on the pavement surface and vegetation in the joints need to be removed.

101-3.3 REMOVAL OF FOREIGN SUBSTANCES/CONTAMINATES PRIOR TO OVERLAY, SEAL-COAT, OR REMARKING. Removal of foreign substances/contaminates from existing pavement that will affect the bond of the new treatment shall consist of removal of rubber, fuel spills, oil, crack sealer, at least 90% of paint, and other foreign substances from the surface of the pavement. Areas that require removal are designated on the plans and as directed by the RPR in the field during construction.

Chemicals, high-pressure water, heater scarifier (asphaltic concrete only), cold milling, rotary grinding, or sandblasting may be used. If chemicals are used, they shall comply with the state's environmental protection regulations. Removal methods used shall not cause major damage to the pavement, or to any structure or utility within or adjacent to the work area. Major damage is defined as changing the properties of the pavement, removal of asphalt causing the aggregate to ravel, or removing pavement over 1/8 inch (3 mm) deep. If it is deemed by the RPR that damage to the existing pavement is caused by operational error, such as permitting the application method to dwell in one location for too long, the Contractor shall repair the damaged area without compensation and as directed by the RPR.

Removal of foreign substances shall not proceed until approved by the RPR. Water used for high-pressure water equipment shall be provided by the Contractor at the Contractor's expense. No material shall be deposited on the pavement shoulders. All wastes shall be disposed of in areas indicated in this specification or shown on the plans.

101-3.4 CONCRETE SPALL OR FAILED ASPHALTIC CONCRETE PRAVEMENT REPAIR.

a. **Repair of concrete spalls in areas to be overlaid with asphalt.** The Contractor shall repair all spalled concrete as shown on the plans or as directed by the RPR. The perimeter of the repair shall be saw cut a minimum of 2 inches (50 mm) outside the affected area and 2 inches (50 mm) deep. The deteriorated material shall be removed to a depth where the existing material is firm or cannot be easily removed with a geologist pick. The removed area shall be filled with asphalt mixture with aggregate sized appropriately for the depth of the patch. The material shall be compacted with equipment approved by the RPR until the material is dense and no movement or marks are visible. The material shall not be placed in lifts over 4 inches (100 mm) in depth. This method of repair applies only to pavement to be overlaid.

b. **Asphalt pavement repair.** The Contractor shall repair all spalled concrete as shown on the plans or as directed by the RPR. The failed areas shall be removed as specified in paragraph 101-3.1b. All failed material including surface, base course, subbase course, and subgrade shall be removed. Materials and methods of construction shall comply with the applicable sections of these specifications.

101-3.5 COLD MILLING. Milling shall be performed with a power-operated milling machine or grinder, capable of producing a uniform finished surface. The milling machine or grinder shall operate without tearing or gouging the underlaying surface. The milling machine or grinder shall be equipped with grade and slope controls, and a positive means of dust control. All millings shall be removed and disposed in areas designated on the plans. If the Contractor mills or grinds deeper or wider than the plans specify, the Contractor shall replace the material removed with new material at the Contractor's Expense.

a. **Patching.** The milling machine shall be capable of cutting a vertical edge without chipping or spalling the edges of the remaining pavement and it shall have a positive method of controlling the depth of cut. The RPR shall layout the area to be milled with a straightedge in increments of 1-foot (30 cm) widths. The area to be milled shall cover only the failed area. Any excessive area that is milled because the Contractor doesn't have the appropriate milling machine, or areas that are damaged because of his negligence, shall be repaired by the Contractor at the Contractor's Expense.

b. **Profiling, grade correction, or surface correction.** The milling machine shall have a minimum width of 7 feet (2 m) and it shall be equipped with electronic grade control devices that will cut the surface to the grade specified. The tolerances shall be maintained within +0 inch and -1/4 inch (+0 mm and -6mm) of the specified grade. The machine must cut vertical edges and have a positive method of dust control. The machine must have the ability to remove the millings or cuttings from the pavement and load them into a truck. All millings shall be removed and disposed of in areas designated on the plans.

c. **Clean-up.** The Contractor shall sweep the milled surface daily and immediately after the milling until all residual materials are removed from the pavement surface. Prior to paving, the Contractor shall wet down the milled pavement and thoroughly sweep and/or blow the surface to remove loose residual material. Waste materials shall be collected and removed from the pavement surface and adjacent areas by sweeping or vacuuming. Waste materials shall be removed and disposed in areas designated on the plans.

101-3.6. PREPARATION OF ASPHALT PAVEMENT SURFACES PRIOR TO SURFACE TREATMENT. Existing asphalt pavements to be treated with a surface treatment shall be prepared as follows:

a. Patch asphalt pavement surfaces that have been softened by petroleum derivatives or have failed due to any other cause. Remove damaged pavement to the full depth of the damage and replace with new asphalt pavement similar to that of the existing pavement in accordance with paragraph 101-3.4b.

b. Repair joints and cracks in accordance with paragraph 101-3.2.

c. Remove oil or grease that has not penetrated the asphalt pavement by scrubbing with a detergent and washing thoroughly with clean water. After cleaning, treat these areas with an oil spot primer.

d. Clean pavement surface immediately prior to placing the surface treatment so that it is free of dust, dirt, grease, vegetation, oil or any type of objectionable surface film.

101-3.7 MAINTENANCE. The Contractor shall perform all maintenance work necessary to keep the pavement in a satisfactory condition until the full section is complete and accepted by the RPR. The surface shall be kept clean and free from foreign material. The pavement shall be properly drained at all times. If cleaning is necessary or if the pavement becomes disturbed, any work repairs necessary shall be performed at the Contractor's expense.

101-3.8 PREPARATION OF JOINTS IN RIGID PAVEMENT PRIOR TO RESEALING. Prior to application of sealant material, clean and dry the joints of all scale, dirt, dust, old sealant, curing compound, moisture and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, that the method used cleans the joint and does not damage the joint.

101-3.8.1 REMOVAL OF EXISTING JOINT SEALANT. All existing joint sealants will be removed by plowing or use of hand tools. Any remaining sealant and or debris will be removed by use of wire brushes or other tools as necessary. Resaw joints removing no more than 1/16 inch (2 mm) from each joint face. Immediately after sawing, flush out joint with water and other tools as necessary to completely remove the slurry.

101-3.8.2 CLEANING PRIOR TO SEALING. Immediately before sealing, joints shall be cleaned by removing any remaining laitance and other foreign material. Allow sufficient time to dry out joints prior to sealing. Joint surfaces will be surface-dry prior to installation of sealant.

101-3.8.3 JOINT SEALANT. Joint material and installation will be in accordance with Item P-605.

101-3.9 PREPARATION OF CRACKS. Prior to application of sealant material, clean and dry the joints of all scale, dirt, dust, old sealant, curing compound, moisture and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, that the method used cleans the cracks and does not damage the pavement.

101-3.9.1 PREPARATION OF CRACK. Widen crack with router or random crack saw by removing a minimum of 1/16 inch (2 mm) from each side of crack. Immediately before sealing, cracks will be blown out with a hot air lance combined with oil and water-free compressed air.

101-3.9.2 REMOVAL OF EXISTING CRACK SEALANT. Existing sealants will be removed by routing or random crack saw. Following routing or sawing any remaining debris will be removed by use of a hot lance combined with oil and water-free compressed air.

101-3.9.3 CRACK SEALANT. Crack sealant material and installation will be in accordance with Item P-605.

101-3.9.4 CONCRETE SPALL REPAIR

Spalls along joints.

(1) Spalls less than one inch wide and less than the depth of the joint sealant reservoir, shall be filled with joint sealant material.

(2) Spalls larger than one inch and/or deeper than the joint reservoir, but less than ½ the slab depth, and less than 25% of the length of the adjacent joint shall be repaired as follows:

i. Make a vertical saw cut at least one inch (25 mm) outside the spalled area and to a depth of at least 2 inches (50 mm). Saw cuts shall be straight lines forming rectangular areas surrounding the spalled area.

ii. Remove unsound concrete and at least 1/2 inch (12 mm) of visually sound concrete between the saw cut and the joint or crack with a light chipping hammer.

iii. Clean cavity with high-pressure water jets supplemented with compressed air as needed to remove all loose material.

iv. Apply a prime coat of epoxy resin, Type III, Grade I, to the dry, cleaned surface of all sides and bottom of the cavity, except any joint face.

v. Fill the cavity with low slump concrete or mortar or with epoxy resin concrete or mortar.

vi. An insert or other bond-breaking medium shall be used to prevent bond at all joint faces.

vii. A reservoir for the joint sealant shall be sawed to the dimensions required for other joints, or as required to be routed for cracks. The reservoir shall be thoroughly cleaned and sealed with the sealer specified for the joints.

101-3.9.5 REMOVAL OF PIPE AND OTHER BURIED STRUCTURES.

a. Removal of Existing Pipe Material. Remove the types of pipe as indicated on the plans. The pipe material shall be legally disposed of off-site in a timely manner following removal. Trenches shall be backfilled with material equal to or better in quality than adjacent embankment. Trenches under paved areas must be compacted to 95% of ASTM D1557.

b. Removal of Inlets/Manholes. Where indicated on the plans or as directed by the RPR, inlets and/or manholes shall be removed and legally disposed of off-site in a timely fashion after removal. Excavations after removal shall be backfilled with material equal or better in quality than adjacent embankment. When under paved areas must be compacted to 95% of ASTM D1557, when outside of paved areas must be compacted to 95% of ASTM D698.

METHOD OF MEASUREMENT

101-4.1 PAVEMENT REMOVAL. The unit of measurement for pavement removal shall be the number of square yards removed by the Contractor. Any pavement removed outside the limits of removal because the pavement was damaged by negligence on the part of the Contractor shall not be included in the measurement for payment. No direct measurement or payment shall be made for saw cutting. Saw cutting shall be incidental to pavement removal. Dowel bar installation shall be incidental to pavement removal.

101-4.2 JOINT AND CRACK REPAIR. The unit of measurement for joint and crack repair shall be the linear foot of joint.

101-4.3 CONCRETE SPALL REPAIR. The unit of measure for concrete spall repair shall be per square foot. The location and average depth of the patch shall be determined and agreed upon by the RPR and the Contractor.

101-4.4 COLD MILLING. The unit of measure for cold milling shall be per square yard. The location and average depth of the cold milling shall be as shown on the plans. If the initial cut does not correct the condition, the Contractor shall re-mill the area and will be paid for the total depth of milling.

101-4.5 REMOVAL OF PIPE AND OTHER BURIED STRUCTURES. The unit of measurement for removal of pipe and other buried structures will be made at the contract unit price for each completed and accepted item. This price shall be full compensation for all labor, equipment, tools, and incidentals necessary to complete this item in accordance with paragraph 101-3.9.4.

BASIS OF PAYMENT

101-5.1 PAYMENT. Payment shall be made at contract unit price for the unit of measurement as specified above. This price shall be full compensation for furnishing all materials and for all preparation, hauling, disposal, stockpiling and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Item P-101a	Asphalt Pavement Removal - Partial Depth (Butt Joint) – per square yard
Item P-101b	Asphalt Pavement Removal - Full Depth – per square yard
Item P-101c	Concrete Pavement Joint Removal, Repair, and Replacement – per linear foot
Item P-101d	Concrete Pavement Crack Repair – per linear foot
Item P-101e	Concrete Spall Repair – per square foot
Item P-101f	Remove Underground Fire Hydrant, Valves (2), and Concrete Structure– lump sum
Item P-101g	Remove Fire Hydrant Water Line, Cap Water Line – per linear foot
Item P-101h	Pavement Marking Obliteration – per square foot
Item P-101i	Remove Aircraft Tiedown Anchor, Complete – per each
Item P-101j	Remove Underdrain Pipe – per linear foot

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5380-6	Guidelines and Procedures for Maintenance of Airport Pavements.

ASTM International (ASTM)

ASTM D6690	Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements

****END OF ITEM P-101****

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ITEM P-152 EXCAVATION, SUBGRADE, AND EMBANKMENT

DESCRIPTION

152-1.1 This item covers excavation, disposal, placement, and compaction of all materials within the limits of the work required to construct safety areas, runways, taxiways, aprons, and intermediate areas as well as other areas for drainage, building construction, parking, or other purposes in accordance with these specifications and in conformity to the dimensions and typical sections shown on the plans.

152-1.2 CLASSIFICATION. All material excavated shall be classified as defined below:

a. **Unclassified excavation.** Unclassified excavation shall consist of the excavation and disposal of all material, regardless of its nature.

152-1.3 UNSUITABLE EXCAVATION. Unsuitable material shall be disposed in designated waste areas as shown on the plans. Materials containing vegetable or organic matter, such as muck, peat, organic silt, or sod shall be considered unsuitable for use in embankment construction. Material suitable for topsoil may be used on the embankment slope when approved by the RPR.

CONSTRUCTION METHODS

152-2.1 GENERAL. Before beginning excavation, grading, and embankment operations in any area, the area shall be cleared or cleared and grubbed.

The suitability of material to be placed in embankments shall be subject to approval by the RPR. All unsuitable material shall be disposed of in waste areas as shown on the plans. All waste areas shall be graded to allow positive drainage of the area and adjacent areas. The surface elevation of waste areas shall be specified on the plans or approved by the RPR.

When the Contractor's excavating operations encounter artifacts of historical or archaeological significance, the operations shall be temporarily discontinued and the RPR notified per Section 70, paragraph 70-20. At the direction of the RPR, the Contractor shall excavate the site in such a manner as to preserve the artifacts encountered and allow for their removal. Such excavation will be paid for as extra work.

Areas outside the limits of the pavement areas where the top layer of soil has become compacted by hauling or other Contractor activities shall be scarified and disked to a depth of 4 inches (100 mm), to loosen and pulverize the soil. Stones or rock fragments larger than 4 inches (100 mm) in their greatest dimension will not be permitted in the top 6 inches (150 mm) of the subgrade.

If it is necessary to interrupt existing surface drainage, sewers or under-drainage, conduits, utilities, or similar underground structures, the Contractor shall be responsible for and shall take all necessary precautions to preserve them or provide temporary services. When such facilities are encountered, the Contractor shall notify the RPR, who shall arrange for their removal if necessary. The Contractor, at their own expense, shall satisfactorily repair or pay the cost of all damage to such facilities or structures that may result from any of the Contractor's operations during the period of the contract.

a. **Blasting.** Blasting shall not be allowed.

152-2.2 EXCAVATION. No excavation shall be started until the work has been staked out by the Contractor and the RPR has obtained from the Contractor, the survey notes of the elevations and measurements of the ground surface. The Contractor and RPR shall agree that the original ground lines

shown on the original topographic mapping are accurate or agree to any adjustments made to the original ground lines.

Digital terrain model (DTM) files of the existing surfaces, finished surfaces and other various surfaces were used to develop the design plans.

Existing grades on the design cross sections or DTM's, where they do not match the locations of actual spot elevations shown on the topographic map, were developed by computer interpolation from those spot elevations. Prior to disturbing original grade, Contractor shall verify the accuracy of the existing ground surface by verifying spot elevations at the same locations where original field survey data was obtained as indicated on the topographic map. Contractor shall recognize that, due to the interpolation process, the actual ground surface at any particular location may differ somewhat from the interpolated surface shown on the design cross sections or obtained from the DTM's. Contractor's verification of original ground surface, however, shall be limited to verification of spot elevations as indicated herein, and no adjustments will be made to the original ground surface unless the Contractor demonstrates that spot elevations shown are incorrect. For this purpose, spot elevations which are within 0.1 foot of the stated elevations for ground surfaces, or within 0.04 foot for hard surfaces (pavements, buildings, foundations, structures, etc.) shall be considered "no change". Only deviations in excess of these will be considered for adjustment of the original ground surface. If Contractor's verification identifies discrepancies in the topographic map, Contractor shall notify the RPR in writing at least two weeks before disturbance of existing grade to allow sufficient time to verify the submitted information and make adjustments to the design cross sections or DTM's. Disturbance of existing grade in any area shall constitute acceptance by the Contractor of the accuracy of the original elevations shown on the topographic map for that area.

All areas to be excavated shall be stripped of vegetation and topsoil. Topsoil shall be stockpiled for future use in areas designated on the plans or by the RPR. All suitable excavated material shall be used in the formation of embankment, subgrade, or other purposes as shown on the plans. All unsuitable material shall be disposed of as shown on the plans.

The grade shall be maintained so that the surface is well drained at all times.

When the volume of the excavation exceeds that required to construct the embankments to the grades as indicated on the plans, the excess shall be used to grade the areas of ultimate development or disposed as directed by the RPR. When the volume of excavation is not sufficient for constructing the embankments to the grades indicated, the deficiency shall be obtained from borrow areas.

a. **Selective grading.** When selective grading is indicated on the plans, the more suitable material designated by the RPR shall be used in constructing the embankment or in capping the pavement subgrade. If, at the time of excavation, it is not possible to place this material in its final location, it shall be stockpiled in approved areas until it can be placed. The more suitable material shall then be placed and compacted as specified. Selective grading shall be considered incidental to the work involved. The cost of stockpiling and placing the material shall be included in the various pay items of work involved.

b. **Undercutting.** Rock, shale, hardpan, loose rock, boulders, or other material unsatisfactory for safety areas, subgrades, roads, shoulders, or any areas intended for turf shall be excavated to a minimum depth of 24 inches below the subgrade or to the depth specified by the RPR. Muck, peat, matted roots, or other yielding material, unsatisfactory for subgrade foundation, shall be removed to the depth specified. Unsuitable materials shall be disposed of at locations shown on the plans or disposed of off the airport. The cost is incidental to this item. This excavated material shall be paid for at the contract unit price per cubic yard (per cubic meter) for Unclassified Excavation. The excavated area shall be backfilled with suitable material obtained

from the grading operations or borrow areas and compacted to specified densities. The necessary backfill will constitute a part of the embankment. The backfill material shall be paid for at the contract unit price per cubic yard for Embankment for Undercut. Where rock cuts are made, backfill with select material. Any pockets created in the rock surface shall be drained in accordance with the details shown on the plans. Undercutting will be paid as unclassified excavation.

c. **Over-break.** Over-break, including slides, is that portion of any material displaced or loosened beyond the finished work as planned or authorized by the RPR. All over-break shall be graded or removed by the Contractor and disposed of as directed by the RPR. The RPR shall determine if the displacement of such material was unavoidable and their own decision shall be final. Payment will not be made for the removal and disposal of over-break that the RPR determines as avoidable. Unavoidable over-break will be classified as "Unclassified Excavation."

d. **Removal of utilities.** The removal of existing structures and utilities required to permit the orderly progress of work will be accomplished by the Contractor as indicated on the plans. All existing foundations shall be excavated at least 2 feet (60 cm) below the top of subgrade or as indicated on the plans, and the material disposed of as directed by the RPR. All foundations thus excavated shall be backfilled with suitable material and compacted as specified for embankment or as shown on the plans.

152-2.3 Borrow excavation. Borrow areas are not required

152-2.4 DRAINAGE EXCAVATION. Drainage excavation shall consist of excavating drainage ditches including intercepting, inlet, or outlet ditches; or other types as shown on the plans. The work shall be performed in sequence with the other construction. Ditches shall be constructed prior to starting adjacent excavation operations. All satisfactory material shall be placed in embankment fills; unsuitable material shall be placed in designated waste areas or as directed by the RPR. All necessary work shall be performed true to final line, elevation, and cross-section. The Contractor shall maintain ditches constructed on the project to the required cross-section and shall keep them free of debris or obstructions until the project is accepted.

152-2.5 PREPARATION OF CUT AREAS OR AREAS WHERE EXISTING PAVEMENT HAS BEEN REMOVED. In those areas on which a subbase or base course is to be placed, the top 12 inches of subgrade shall be compacted to not less than 100 % of maximum density for non-cohesive soils, and 95% of maximum density for cohesive soils as determined by ASTM D1557. As used in this specification, "non-cohesive" shall mean those soils having a plasticity index (PI) of less than 3 as determined by ASTM D4318.

152-2.6 PREPARATION OF EMBANKMENT AREA. All sod and vegetative matter shall be removed from the surface upon which the embankment is to be placed. The cleared surface shall be broken up by plowing or scarifying to a minimum depth of 6 inches (150 mm) and shall then be compacted per paragraph 152-2.10.

Sloped surfaces steeper than one (1) vertical to four (4) horizontal shall be plowed, stepped, benched, or broken up so that the fill material will bond with the existing material. When the subgrade is part fill and part excavation or natural ground, the excavated or natural ground portion shall be scarified to a depth of 12 inches (300 mm) and compacted as specified for the adjacent fill.

No direct payment shall be made for the work performed under this section. The necessary clearing and grubbing and the quantity of excavation removed will be paid for under the respective items of work.

152-2.7 CONTROL STRIP. The first half-day of construction of subgrade and/or embankment shall be considered as a control strip for the Contractor to demonstrate, in the presence of the RPR, that the materials, equipment, and construction processes meet the requirements of this specification. The sequence and manner of rolling necessary to obtain specified density requirements shall be determined. The maximum compacted thickness may be increased to a maximum of 12 inches (300 mm) upon the Contractor's demonstration that approved equipment and operations will uniformly compact the lift to the specified density. The RPR must witness this demonstration and approve the lift thickness prior to full production.

Control strips that do not meet specification requirements shall be reworked, re-compacted, or removed and replaced at the Contractor's expense. Full operations shall not begin until the control strip has been accepted by the RPR. The Contractor shall use the same equipment, materials, and construction methods for the remainder of construction, unless adjustments made by the Contractor are approved in advance by the RPR.

152-2.8 FORMATION OF EMBANKMENTS. The material shall be constructed in lifts as established in the control strip, but not less than 6 inches (150 mm) nor more than 12 inches (300 mm) of compacted thickness.

When more than one lift is required to establish the layer thickness shown on the plans, the construction procedure described here shall apply to each lift. No lift shall be covered by subsequent lifts until tests verify that compaction requirements have been met. The Contractor shall rework, re-compact and retest any material placed which does not meet the specifications.

The lifts shall be placed, to produce a soil structure as shown on the typical cross-section or as directed by the RPR. Materials such as brush, hedge, roots, stumps, grass and other organic matter, shall not be incorporated or buried in the embankment.

Earthwork operations shall be suspended at any time when satisfactory results cannot be obtained due to rain, freezing, or other unsatisfactory weather conditions in the field. Frozen material shall not be placed in the embankment nor shall embankment be placed upon frozen material. Material shall not be placed on surfaces that are muddy, frozen, or contain frost. The Contractor shall drag, blade, or slope the embankment to provide surface drainage at all times.

The material in each lift shall be within ±2% of optimum moisture content before rolling to obtain the prescribed compaction. The material shall be moistened or aerated as necessary to achieve a uniform moisture content throughout the lift. Natural drying may be accelerated by blending in dry material or manipulation alone to increase the rate of evaporation.

The Contractor shall make the necessary corrections and adjustments in methods, materials or moisture content to achieve the specified embankment density.

The RPR will take samples of excavated materials which will be used in embankment for testing and develop a Moisture-Density Relations of Soils Report (Proctor) in accordance with ASTM D1557. A new Proctor shall be developed for each soil type based on visual classification.

Density tests will be taken by the RPR for every 1,000 square yards of compacted embankment for each lift which is required to be compacted, or other appropriate frequencies as determined by the RPR.
If the material has greater than 30% retained on the 3/4-inch (19.0 mm) sieve, follow AASHTO T-180 Annex Correction of maximum dry density and optimum moisture for oversized particles.

Rolling operations shall be continued until the embankment is compacted to not less than 100% of maximum density for non-cohesive soils, and 95% of maximum density for cohesive soils as determined by ASTM D1557. Under all areas to be paved, the embankments shall be compacted to a depth of 12-inches and to a

density of not less than 100 percent of the maximum dry density for non-cohesive soils and not less than 95 percent of the maximum dry density for cohesive soils as determined by ASTM D1557. As used in this specification, "non-cohesive" shall mean those soils having a plasticity index (PI) of less than 3 as determined by ASTM D4318.

On all areas outside of the pavement areas, no compaction will be required on the top 4 inches (100 mm) which shall be prepared for a seedbed in accordance with Item T-901.

The in-place field density shall be determined in accordance with ASTM D1556 or ASTM 6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938.

The RPR shall perform all density tests. If the specified density is not attained, the area represented by the test or as designated by the RPR shall be reworked and/or re-compacted and additional random tests made. This procedure shall be followed until the specified density is reached.
Compaction areas shall be kept separate, and no lift shall be covered by another lift until the proper density is obtained.

During construction of the embankment, the Contractor shall route all construction equipment evenly over the entire width of the embankment as each lift is placed. Lift placement shall begin in the deepest portion of the embankment fill. As placement progresses, the lifts shall be constructed approximately parallel to the finished pavement grade line.

When rock, concrete pavement, asphalt pavement, and other embankment material are excavated at approximately the same time as the subgrade, the material shall be incorporated into the outer portion of the embankment and the subgrade material shall be incorporated under the future paved areas. Stones, fragmentary rock, and recycled pavement larger than 4 inches (100 mm) in their greatest dimensions will not be allowed in the top 12 inches (300 mm) of the subgrade. Rockfill shall be brought up in lifts as specified or as directed by the RPR and the finer material shall be used to fill the voids forming a dense, compact mass. Rock, cement concrete pavement, asphalt pavement, and other embankment material shall not be disposed of except at places and in the manner designated on the plans or by the RPR.

When the excavated material consists predominantly of rock fragments of such size that the material cannot be placed in lifts of the prescribed thickness without crushing, pulverizing or further breaking down the pieces, such material may be placed in the embankment as directed in lifts not exceeding 2 feet (60 cm) in thickness. Each lift shall be leveled and smoothed with suitable equipment by distribution of spalls and finer fragments of rock. The lift shall not be constructed above an elevation 4 feet (1.2 m) below the finished subgrade.

There will be no separate measurement of payment for compacted embankment. All costs incidental to placing in lifts, compacting, discing, watering, mixing, sloping, and other operations necessary for construction of embankments will be included in the contract price for excavation, borrow, or other items.

152-2.9 PROOF ROLLING. The purpose of proof rolling the subgrade is to identify any weak areas in the subgrade and not for compaction of the subgrade. Before start of embankment, and after compaction is completed, the subgrade area shall be proof rolled with a 20 ton Tandem axle Dual Wheel Dump Truck loaded to the legal limit with tires inflated to 80/100/150 psi in the presence of the RPR. Apply a minimum of 70 percent coverage, or as specified by the RPR, under pavement areas. A coverage is defined as the application of one tire print over the designated area. Soft areas of subgrade that deflect more than 1 inch (25 mm) or show permanent deformation greater than 1 inch (25 mm) shall be removed and replaced with suitable material or reworked to conform to the moisture content and compaction requirements in accordance with these specifications. Removal and replacement of soft areas is incidental to this item.

152-2.10 COMPACTION REQUIREMENTS. The subgrade under areas to be paved shall be compacted to a depth of 12 inches (300 mm) and to a density of not less than 95 percent of the maximum dry density as determined by ASTM D1557 for cohesive soils and 100 percent for non-cohesive soils. The subgrade in areas outside the limits of the pavement areas shall be compacted to a depth of 12 inches (300 mm) and to a density of not less than 95 percent of the maximum density as determined by ASTM D698.

The material to be compacted shall be within ±2% of optimum moisture content before being rolled to obtain the prescribed compaction (except for expansive soils). When the material has greater than 30 percent retained on the ¾ inch (19.0 mm) sieve, follow the methods in ASTM D1557 and procedures in AASHTO T180 Annex for correction of maximum dry density and optimum moisture for oversized particles. Tests for moisture content and compaction will be taken at a minimum of 1,000 square yards of subgrade.

The in-place field density shall be determined in accordance with ASTM D1556 or ASTM D6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938 within 12 months prior to its use on this contract. The gage shall be field standardized daily.

Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

If the specified density is not attained, the entire lot shall be reworked and/or re-compacted and additional random tests made. This procedure shall be followed until the specified density is reached.

All cut-and-fill slopes shall be uniformly dressed to the slope, cross-section, and alignment shown on the plans or as directed by the RPR and the finished subgrade shall be maintained.

152-2.11 FINISHING AND PROTECTION OF SUBGRADE. Finishing and protection of the subgrade is incidental to this item. Grading and compacting of the subgrade shall be performed so that it will drain readily. All low areas, holes or depressions in the subgrade shall be brought to grade. Scarifying, blading, rolling and other methods shall be performed to provide a thoroughly compacted subgrade shaped to the lines and grades shown on the plans. All ruts or rough places that develop in the completed subgrade shall be graded, re-compacted, and retested. The Contractor shall protect the subgrade from damage and limit hauling over the finished subgrade to only traffic essential for construction purposes.

The Contractor shall maintain the completed course in satisfactory condition throughout placement of subsequent layers. No subbase, base, or surface course shall be placed on the subgrade until the subgrade has been accepted by the RPR.

152-2.12 HAUL. All hauling will be considered a necessary and incidental part of the work. The Contractor shall include the cost in the contract unit price for the pay of items of work involved. No payment will be made separately or directly for hauling on any part of the work.

The Contractor's equipment shall not cause damage to any excavated surface, compacted lift or to the subgrade as a result of hauling operations. Any damage caused as a result of the Contractor's hauling operations shall be repaired at the Contractor's expense.

The Contractor shall be responsible for providing, maintaining and removing any haul roads or routes within or outside of the work area, and shall return the affected areas to their former condition, unless otherwise authorized in writing by the Owner. No separate payment will be made for any work or materials associated with providing, maintaining and removing haul roads or routes.

152-2.13 SURFACE TOLERANCES. In those areas on which a subbase or base course is to be placed, the surface shall be tested for smoothness and accuracy of grade and crown. Any portion lacking the required smoothness or failing in accuracy of grade or crown shall be scarified to a depth of at least 3 inches (75 mm), reshaped and re-compacted to grade until the required smoothness and accuracy are obtained and approved by the RPR. The Contractor shall perform all final smoothness and grade checks in the presence of the RPR. Any deviation in surface tolerances shall be corrected by the Contractor at the Contractor's expense.

a. Smoothness. The finished surface shall not vary more than +/- ½ inch (12 mm) when tested with a 12-foot (3.7-m) straightedge applied parallel with and at right angles to the centerline. The straightedge shall be moved continuously forward at half the length of the 12-foot (3.7-m) straightedge for the full length of each line on a 50-foot (15-m) grid.

b. Grade. The grade and crown shall be measured on a 50-foot (15-m) grid and shall be within +/- 0.05 feet (15 mm) of the specified grade.

On safety areas, turfed areas and other designated areas within the grading limits where no subbase or base is to placed, grade shall not vary more than 0.10 feet (30 mm) from specified grade. Any deviation in excess of this amount shall be corrected by loosening, adding or removing materials, and reshaping.

152-2.14 TOPSOIL. When topsoil is specified or required as shown on the plans or under Item T-905, it shall be salvaged from stripping or other grading operations. The topsoil shall meet the requirements of Item T-905. If, at the time of excavation or stripping, the topsoil cannot be placed in its final section of finished construction, the material shall be stockpiled at approved locations. Stockpiles shall be located as shown on the plans and the approved CSPP, and shall not be placed on areas that subsequently will require any excavation or embankment fill. If, in the judgment of the RPR, it is practical to place the salvaged topsoil at the time of excavation or stripping, the material shall be placed in its final position without stockpiling or further re-handling.

Upon completion of grading operations, stockpiled topsoil shall be handled and placed as shown on the plans and as required in Item T-905. Topsoil shall be paid for as provided in Item T-905. No direct payment will be made for topsoil under Item P-152.

METHOD OF MEASUREMENT

152-3.1 Measurement for payment specified by the cubic yard (cubic meter) shall be computed by the average end areas of design cross sections or the comparison of digital terrain model (DTM) surfaces for computation of neat line design quantities. The end area is that bound by the original ground line established by field cross-sections and the final theoretical pay line established by cross-sections shown on the plans, subject to verification by the RPR.

152-3.2 The quantity of unclassified excavation to be paid for shall be the number of cubic yards (cubic meters) measured in its original position. Measurement shall not include the quantity of materials excavated without authorization beyond normal slope lines, or the quantity of material used for purposes other than those directed.

152-3.3 The quantity of subgrade preparation shall be measure by the square yard.

BASIS OF PAYMENT

152-4.1 Unclassified excavation payment shall be made at the contract unit price per cubic yard (cubic meter). This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.

152-4.2 For subgrade preparation, payment shall be made at the contract unit price per square yard. This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-152a	Unclassified Excavation - per cubic yard
Item P-152b	Subgrade Preparation (12-inch) – per square yard.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO T-180	Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop

ASTM International (ASTM)

ASTM D698	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft^3 (600 kN-m/m^3))
ASTM D1556	Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D1557	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft^3 (2700 kN-m/m^3))
ASTM D6938	Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

Advisory Circulars (AC)

AC 150/5370-2	Operational Safety on Airports During Construction Software

Software

FAARFIELD – FAA Rigid and Flexible Iterative Elastic Layered Design

U.S. Department of Transportation

FAA RD-76-66	Design and Construction of Airport Pavements on Expansive Soils

****END OF ITEM P-152****

ITEM P-153 CONTROLLED LOW-STRENGTH MATERIAL (CLSM) 3721

DESCRIPTION

153-1.1 This item shall consist of furnishing, transporting, and placing a controlled low-strength material (CLSM) as flowable backfill in trenches or at other locations shown on the plans or as directed by the Resident Project Representative (RPR).

MATERIALS

153-2.1 Materials.

a. Cement. Cement shall conform to the requirements of ASTM C150 Type I or II or ASTM C595 Type IL, IS, IP or IT.

b. Fly ash. Fly ash shall conform to ASTM C618, Class C or F.

c. Fine aggregate (sand). Fine aggregate shall conform to the requirements of ASTM C33 except for aggregate gradation. Any aggregate gradation which produces the specified performance characteristics of the CLSM and meets the following requirements, will be accepted.

Sieve Size	Percent Passing by weight
3/4 inch (19.0 mm)	100
No. 200 (75 μm)	0 - 12

d. Water. Water used in mixing or curing shall be from potable water sources. Other sources shall be tested in accordance with ASTM C1602 prior to use.

MIX DESIGN

153-3.1 Proportions. The Contractor shall submit, to the RPR, a mix design including the proportions and source of aggregate, fly ash, cement, water, and approved admixtures. No CLSM mixture shall be produced for payment until the RPR has given written approval of the proportions. The proportions shall be prepared by a laboratory and shall remain in effect for the duration of the project. The proportions shall establish a single percentage or weight for aggregate, fly ash, cement, water, and any admixtures proposed. Laboratory costs are incidental to this item.

a. Compressive strength. CLSM shall be designed to achieve a 28-day compressive strength of 100 to 200 psi (690 to 1379 kPa) when tested in accordance with ASTM D4832, with no significant strength gain after 28 days.

b. Consistency. Design CLSM to achieve a consistency that will produce an approximate 8-inch (200 mm) diameter circular-type spread without segregation. CLSM consistency shall be determined per ASTM D6103.

CONSTRUCTION METHODS

153-4.1 Placement.

a. Placement. CLSM may be placed by any reasonable means from the mixing unit into the space to be filled. Agitation is required during transportation and waiting time. Placement shall be performed so structures or pipes are not displaced from their final position and intrusion of CLSM into unwanted areas is avoided. The material shall be brought up uniformly to the fill line shown on the plans or as directed by the RPR. Each placement of CLSM shall be as continuous an operation as possible. If CLSM is placed in more than one lift, the base lift shall be free of surface water and loose foreign material prior to placement of the next lift.

b. Contractor Quality Control. The Contractor shall collect all batch tickets to verify the CLSM delivered to the project conforms to the mix design. The Contractor shall verify daily that the CLSM is consistent with 153-3.1a and 153-3.1b. Adjustments shall be made as necessary to the proportions and materials as needed. The Contractor shall provide all batch tickets to the RPR.

c. Limitations of placement. CLSM shall not be placed on frozen ground. Mixing and placing may begin when the air or ground temperature is at least 35°F (2°C) and rising. Mixing and placement shall stop when the air temperature is 40°F (4°C) and falling or when the anticipated air or ground temperature will be 35°F (2°C) or less in the 24-hour period following proposed placement. At the time of placement, CLSM shall have a temperature of at least 40°F (4°C).

153-4.2 Curing and protection

a. Curing. The air in contact with the CLSM shall be maintained at temperatures above freezing for a minimum of 72 hours. If the CLSM is subjected to temperatures below 32°F (0°C), the material may be rejected by the RPR if damage to the material is observed.

b. Protection. The CLSM shall not be subject to loads and shall remain undisturbed by construction activities for a period of 48 hours or until a compressive strength of 15 psi is obtained. The Contractor shall be responsible for providing evidence to the RPR that the material has reached the desired strength. Acceptable evidence shall be based upon compressive tests made in accordance with paragraph 153-3.1a.

153-4.3 Quality Assurance (QA) Acceptance. CLSM QA acceptance shall be based upon batch tickets provided by the Contractor to the RPR to confirm that the delivered material conforms to the mix design.

METHOD OF MEASUREMENT

153-5.1 Measurement.

No separate measurement for payment shall be made for controlled low strength material (CLSM). CLSM shall be considered necessary and incidental to the work of this Contract.

BASIS OF PAYMENT

153-6.1 Payment.

No payment will be made separately or directly for controlled low strength material (CLSM). CLSM shall be considered necessary and incidental to the work of this Contract.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C33	Standard Specification for Concrete Aggregates
ASTM C150	Standard Specification for Portland Cement
ASTM C618	Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
ASTM C595	Standard Specification for Blended Hydraulic Cements
ASTM D4832	Standard Test Method for Preparation and Testing of Controlled Low-Strength Material (CLSM) Test Cylinders

****END OF ITEM P-153****

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ITEM P-154 SUBBASE COURSE

DESCRIPTION

154-1.1 This item shall consist of a subbase course composed of granular materials constructed on a prepared subgrade or underlying course in accordance with these specifications, and in conformity with the dimensions and typical cross-section shown on the plans.

MATERIALS

154-2.1 MATERIALS. The subbase material shall consist of hard durable particles or fragments of granular aggregates. The material may be obtained from gravel pits, stockpiles, or may be produced from a crushing and screening plant with proper blending. The materials from these sources shall meet the requirements for gradation, quality, and consistency. The material shall be free from vegetative matter, excessive amounts of clay, and other objectionable substances; uniformly blended; and be capable of being compacted into a dense, stable subbase. The subbase material shall exhibit a California Bearing Ratio (CBR) value of at least 20 when tested in accordance with ASTM D1883. The subbase material shall meet the gradation specified in the table below.

Subbase Gradation Requirements

Sieve designation	Percentage by weight passing sieves	Contractor's Final Gradation	Job Control Grading Band Tolerances[1] (Percent)
	Subbase Aggregate		
3 inch (75 mm)	100		0
1 1/2 inch (37.5 mm)	100		0
3/4 inch (19.0 mm)	70-100		±10
No. 10 (2.00 mm)	20-100		±10
No. 40 (425 μm)	5-60		±5
No. 200 (75 μm)	0-10		±5

[1]The "Job Control Grading Band Tolerances" shall be applied to "Contractor's Final Gradation" to establish the job control grading band.

The portion of the material passing the No. 40 (425 μm) sieve shall have a liquid limit of not more than 25 and a plasticity index of not more than six (6) when tested in accordance with ASTM D4318.

154-2.2 SAMPLING AND TESTING.

a. Aggregate base materials. Samples shall be taken by the Contractor per ASTM D75 for initial aggregate subbase requirements and gradation. Material shall meet the requirements in paragraphs

154-2.1. The Contractor shall submit to the Resident Project Representative (RPR) certified test results showing that the aggregate meets the Material requirements of this section. Tests shall be representative of the material to be used for the project.

b. Gradation requirements. The Contractor shall take at least one aggregate subbase sample per day in the presence of the RPR to check the final gradation. Samples shall be taken from the in-place, un-compacted material at sampling locations determined by the RPR on a random basis per ASTM D3665. Sampling shall be per ASTM D75 and tested per ASTM C136 and ASTM C117. Results shall be furnished to the RPR by the Contractor each day during construction. Material shall meet the requirements in paragraph 154-2.1.

154-2.3 SEPARATION GEOTEXTILE. Separation geotextile shall be Class 2; 0.02 sec-1 permittivity per ASTM D4491; Apparent opening size per ASTM D4751 with 0.60 mm maximum average roll value.

154-2.4 GEOGRID. Not used.

CONSTRUCTION METHODS

154-3.1 GENERAL. The subbase course shall be placed where designated on the plans or as directed by the RPR. The material shall be shaped and thoroughly compacted within the tolerances specified.

Granular subbases which, due to grain sizes or shapes, are not sufficiently stable to support the construction equipment without movement, shall be mechanically modified to the depth necessary to provide stability as directed by the RPR. The mechanical modification shall include the addition of a fine-grained medium to bind the particles of the subbase material sufficiently to furnish a bearing strength, so the course will not deform under construction equipment traffic.

154-3.2 PREPARING UNDERLYING COURSE. Prior to constructing the subbase course, clean the underlying course or subgrade of all foreign substances. The surface of the underlying course or subgrade shall meet specified compaction and surface tolerances in accordance with Item P-152. Correct ruts, soft yielding spots in the underlying courses, and subgrade areas having inadequate compaction and/or deviations of the surface from the specified requirements, by loosening and removing soft or unsatisfactory material, adding approved material, reshaping to line and grade, and recompacting to specified density requirements. For cohesionless underlying courses or subgrades containing sands or gravels, as defined in ASTM D2487, the surface shall be stabilized prior to placement of the overlying course by mixing the overlying course material into the underlying course, and compacting by approved methods. The stabilized material shall be considered as part of the underlying course and shall meet all requirements for the underlying course. The finished underlying course shall not be disturbed by traffic or other operations and shall be maintained in a satisfactory condition until the overlying course is placed. The underlying course shall be checked and accepted by the RPR before placing and spreading operations are started.

To protect the subgrade and to ensure proper drainage, spreading of the subbase shall begin along the centerline of the pavement on a crowned section or on the high side of pavements with a one-way slope.

154-3.3 CONTROL STRIP. The first half-day of subbase construction shall be considered as a control strip for the Contractor to demonstrate, in the presence of the RPR, that the materials, equipment, and construction processes meet the requirements of this specification. The sequence and manner of rolling necessary to obtain specified density requirements shall be determined. The maximum compacted thickness may be increased to a maximum of 12 inches (300 mm) upon the Contractor's demonstration that approved equipment and operations will uniformly compact the lift to the specified density. The RPR must witness this demonstration and approve the lift thickness prior to full production.

Control strips that do not meet specification requirements shall be reworked, re-compacted, or removed and replaced at the Contractor's expense. Full operations shall not begin until the control strip has been accepted by the RPR. The Contractor shall use the same equipment, materials, and construction methods for the remainder of construction, unless adjustments made by the Contractor are approved in advance by the RPR.

154-3.4 PLACMENT. The material shall be placed and spread on the prepared underlying layer by spreader boxes or other devices as approved by the RPR, to a uniform thickness and width. The equipment shall have positive thickness controls to minimize the need for additional manipulation of the material. Dumping from vehicles that require re-handling shall not be permitted. Hauling over the uncompacted base course shall not be permitted. The material shall not be placed when the underlying course is soft or yielding.

The material shall meet gradation and moisture requirements prior to compaction. Material may be free-draining and the minimum moisture content shall be established for placement and compaction of the material. The material shall be constructed in lifts as established in the control strip, but not less than 4 inches (100 mm) nor more than 12 inches (300 mm) of compacted thickness.

When more than one lift is required to establish the layer thickness shown on the plans, the construction procedure described here shall apply to each lift. No lift shall be covered by subsequent lifts until tests verify that compaction requirements have been met. The Contractor shall rework, re-compact and retest any material placed which does not meet the specifications.

154-3.5 COMPACTION. The subbase material shall be compacted, adjusting moisture as necessary, to be within ±2% of optimum moisture. The field density of the compacted material shall be at least 100% of the maximum density as specified in paragraph 154-3.9a. If the specified density is not attained, the area of the lift represented by the test shall be reworked and/or re-compacted and additional random tests made. This procedure shall be followed until the specified density is reached. Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

154-3.6 WEATHER LIMITATION. Material shall not be placed unless the ambient air temperature is at least 40°F (4°C) and rising. Work on subbase course shall not be conducted when the subgrade is wet or frozen or the subbase material contains frozen material.

154-3.7 MAINTENANCE. No base or surface course shall be placed on the subbase until the subbase has been accepted by the RPR. The Contractor shall maintain the completed course in satisfactory condition throughout placement of subsequent layers. When material has been exposed to excessive rain, snow, or freeze-thaw conditions, the Contractor shall verify that materials still meet all specification requirements before placement of additional material. Equipment may be routed over completed sections of subbase course, provided the equipment does not damage the subbase course and the equipment is routed over the full width of the completed subbase course. Any damage to the subbase course from routing equipment over the subbase course shall be repaired by the Contractor at their expense.

154-3.8 SURFACE TOLERANCE. In those areas on which a subbase or base course is to be placed, the surface shall be tested for smoothness and accuracy of grade and crown. Any portion lacking the required smoothness or failing in accuracy of grade or crown shall be scarified to a depth of at least 3 inches (75 mm), reshaped and re-compacted to grade until the required smoothness and accuracy are obtained and approved by the RPR. The Contractor shall perform all final smoothness and grade checks in the presence of the RPR. Any deviation in surface tolerances shall be corrected by the Contractor at the Contractor's expense.

a. Smoothness. The finished surface shall not vary more than +/- ½ inch (12 mm) when tested with a 12-foot (3.7-m) straightedge applied parallel with and at right angles to the centerline. The straightedge shall be moved continuously forward at half the length of the 12-foot (3.7-m) straightedge for the full length of each line on a 50-foot (15-m) grid.

b. Grade. The grade and crown shall be measured on a 50-foot (15-m) grid and shall be within +/- 0.05 feet (15 mm) of the specified grade.

154-3.9 ACCEPTANCE SAMPLING AND TESTING. The aggregate base course shall be accepted for density and thickness on an area basis. Two test shall be made for density and thickness for each 1200 square yards. Sampling locations will be determined on a random basis per ASTM D3665.

a. Density. The RPR shall perform all density tests.

Each area shall be accepted for density when the field density is at least 100% of the maximum density of laboratory specimens compacted and tested per ASTM D1557. The in-place field density shall be determined per ASTM D1556 or ASTM D6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938. If the specified density is not attained, the area represented by the failed test shall be reworked and/or recompacted and two additional random tests made. This procedure shall be followed until the specified density is reached. Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

When the material has greater than 30 percent retained on the ¾ inch (19.0 mm) sieve, use methods in ASTM D1557 and the procedures in AASHTO T180 Annex for correction of maximum dry density and optimum moisture for oversized particles.

b. Thickness. The thickness of the base course shall be within +0 and -1/2 inch (12 mm) of the specified thickness as determined by depth tests taken by the Contractor in the presence of the RPR for each area. Where the thickness is deficient by more than 1/2-inch (12 mm), the Contractor shall correct such areas at no additional cost by scarifying to a depth of at least 3 inches (75 mm), adding new material of proper gradation, and the material shall be blended and recompacted to grade. The Contractor shall replace, at his expense, base material where depth tests have been taken.

METHOD OF MEASUREMENT

154-4.1 Subbase course shall be measured by the number of cubic yards of subbase course material placed and compacted to specified density and plan thickness requirements in the completed course. The quantity of subbase course material shall be measured in final position based upon depth tests or cores taken as directed by the RPR, at the rate of two test per each 1200 square yards of subbase course or survey of the completed work computed from elevations to the nearest 0.01 foot. On individual depth measurements, thicknesses more than 1/2 inch in excess of that shown on the plans shall be considered as the specified thickness plus 1/2 inch in computing the yardage for payment. Subbase materials shall not be included in any other excavation quantities.

154-4.2 Separation geotextile shall be measured per square yard of materials placed and accepted by the RPR as complying with the plans and specifications excluding seam overlaps and edge anchoring.

BASIS OF PAYMENT

154-5.1 Payment shall be made at the contract unit price per cubic yard for subbase course. This price shall be full compensation for furnishing all materials; for all preparation, hauling, and placing of these materials; and for all labor, equipment, tools, and incidentals necessary to complete the item.

154-5.2 Payment shall be made at the contract unit price per square yard for separation geotextile-class 2. The price shall be full compensation for furnishing all labor, equipment, material, anchors, and necessary incidentals.

Payment will be made under:

Item P-154a	Subbase Course (9.5 Inch) - per cubic yard
Item P-154b	Separation Geotextile - per square yard

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C117	Standard Test Method for Materials Finer than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C136	Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
ASTM D75	Standard Practice for Sampling Aggregates
ASTM D698	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3))
ASTM D1556	Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D1557	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft3 (2,700 kN-m/m3))
ASTM D2487	Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)
ASTM D4253	Standard Test Methods for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table
ASTM D4759	Practice for Determining the Specification Conformance of Geosynthetics
ASTM D4318	Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D6938	Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

American Association of State Highway and Transportation Officials (AASHTO)

M 288	Geotextile Specification for Highway Applications

****END OF ITEM P-154****

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ITEM P-209 CRUSHED AGGREGATE BASE COURSE

DESCRIPTION

209-1.1 This item consists of a base course composed of crushed aggregate base constructed on a prepared course in accordance with these specifications and in conformity to the dimensions and typical cross-sections shown on the plans.

MATERIALS

209-2.1 CRUSHED AGGREGATE BASE. Crushed aggregate shall consist of clean, sound, durable particles of crushed stone or crushed gravel and shall be free from coatings of clay, silt, organic material, clay lumps or balls or other deleterious materials or coatings. The method used to produce the crushed gravel shall result in the fractured particles in the finished product as consistent and uniform as practicable. Fine aggregate portion, defined as the portion passing the No. 4 (4.75 mm) sieve shall consist of fines from the coarse aggregate crushing operation. The fine aggregate shall be produced by crushing stone or gravel that meet the coarse aggregate requirements for wear and soundness. Aggregate base material requirements are listed in the following table.

Crushed Aggregate Base Material Requirements

Material Test	Requirement	Standard
Coarse Aggregate		
Resistance to Degradation	Loss: 45% maximum	ASTM C131
Soundness of Aggregates by Use of Sodium Sulfate **or** Magnesium Sulfate	Loss after 5 cycles: 12% maximum using Sodium sulfate - or - 18% maximum using magnesium sulfate	ASTM C88
Percentage of Fractured Particles	Minimum 90% by weight of particles with at least two fractured faces and 98% with at least one fractured face[1]	ASTM D5821
Flat Particles, Elongated Particles, or Flat and Elongated Particles	10% maximum, by weight, of flat, elongated, or flat and elongated particles [2]	ASTM D4791
Clay lumps and friable particles	Less than or equal to 3 percent	ASTM C142
Fine Aggregate		
Liquid limit	Less than or equal to 25	ASTM D4318
Plasticity Index	Not more than five (5)	ASTM D4318

[1]The area of each face shall be equal to at least 75% of the smallest mid-sectional area of the piece. When two fractured faces are contiguous, the angle between the planes of fractures shall be at least 30 degrees to count as two fractured faces.

[2]A flat particle is one having a ratio of width to thickness greater than five (5); an elongated particle is one having a ratio of length to width greater than five (5).

209-2.2 GRADATION REQUIREMENTS. The gradation of the aggregate base material shall meet the requirements of the gradation given in the following table when tested per ASTM C117 and ASTM C136. The gradation shall be well graded from coarse to fine and shall not vary from the lower limit on one sieve to the high limit on an adjacent sieve or vice versa.

Gradation of Aggregate Base

Sieve Size	Design Range Percentage by Weight passing	Contractor's Final Gradation	Job Control Grading Band Tolerances[1] (Percent)
2 inch (50 mm)	100		0
1-1/2 inch (37.5 mm)	95-100		±5
1 inch (25.0 mm)	70-95		±8
3/4 inch (19.0 mm)	55-85		±8
No. 4 (4.75 mm)	30-60		±8
No. 40 (425 μm)	10-30		±5
No. 200 (75 μm)	0-5		±3

[1]The "Job Control Grading Band Tolerances for Contractor's Final Gradation" in the table shall be applied to "Contractor's Final Gradation" to establish a job control grading band. The full tolerance still applies if application of the tolerances results in a job control grading band outside the design range.

[2]The fraction of material passing the No 200 (75 μm) sieve shall not exceed two-thirds the fraction passing the No 40 (425 μm) sieve.

209-2.3 SAMPLING AND TESTING.

a. Aggregate base materials. The Contractor shall take samples of the aggregate base in accordance with ASTM D75 to verify initial aggregate base requirements and gradation. Material shall meet the requirements in paragraph 209-2.1. This sampling and testing will be the basis for approval of the aggregate base quality requirements.

b. Gradation requirements. The Contractor shall take at least two aggregate base samples per day in the presence of the Resident Project Representative (RPR) to check the final gradation. Sampling shall be per ASTM D75. Material shall meet the requirements in paragraph 209-2.2. The samples shall be taken from the in-place, un-compacted material at sampling points and intervals designated by the RPR.

209-2.4 SEPARATION GEOTEXTILE. Not used.

CONSTRUCTION METHODS

209-3.1 CONTROL STRIP. The first half-day of construction shall be considered the control strip. The Contractor shall demonstrate, in the presence of the RPR, that the materials, equipment, and construction processes meet the requirements of the specification. The sequence and manner of rolling necessary to obtain specified density requirements shall be determined. The maximum compacted thickness may be increased to a maximum of 12 inches (300 mm) upon the Contractor's demonstration that approved equipment and operations will uniformly compact the lift to the specified density. The RPR must witness this demonstration and approve the lift thickness prior to full production.

Control strips that do not meet specification requirements shall be reworked, re-compacted or removed and replaced at the Contractor's expense. Full operations shall not continue until the control strip has been accepted by the RPR. The Contractor shall use the same equipment, materials, and construction methods for the remainder of construction, unless adjustments made by the Contractor are approved by the RPR.

209-3.2 PREPARING UNDERLYING SUBGRADE AND/OR SUBBASE. The underlying subgrade and/or subbase shall be checked and accepted by the RPR before base course placing and spreading operations begin. Re-proof rolling of the subgrade or proof rolling of the subbase in accordance with Item P-152, at the Contractor's expense, may be required by the RPR if the Contractor fails to ensure proper drainage or protect the subgrade and/or subbase. Any ruts or soft, yielding areas due to improper drainage conditions, hauling, or any other cause, shall be corrected before the base course is placed. To ensure proper drainage, the spreading of the base shall begin along the centerline of the pavement on a crowned section or on the high side of the pavement with a one-way slope.

209-3.3 PRODUCTION. The aggregate shall be uniformly blended and, when at a satisfactory moisture content per paragraph 209-3.5, the approved material may be transported directly to the placement.

209-3.4 PLACEMENT. The aggregate shall be placed and spread on the prepared underlying layer by spreader boxes or other devices as approved by the RPR, to a uniform thickness and width. The equipment shall have positive thickness controls to minimize the need for additional manipulation of the material. Dumping from vehicles that require re-handling shall not be permitted. Hauling over the uncompacted base course shall not be permitted.

The aggregate shall meet gradation and moisture requirements prior to compaction. The base course shall be constructed in lifts as established in the control strip, but not less than 4 inches (100 mm) nor more than 12 inches (300 mm) of compacted thickness.

When more than one lift is required to establish the layer thickness shown on the plans, the construction procedure described here shall apply to each lift. No lift shall be covered by subsequent lifts until tests verify that compaction requirements have been met. The Contractor shall rework, re-compact and retest any material placed which does not meet the specifications at the Contractor's expense.

209-3.5 COMPACTION. Immediately after completion of the spreading operations, compact each layer of the base course, as specified, with approved compaction equipment. The number, type, and weight of rollers shall be sufficient to compact the material to the required density within the same day that the aggregate is placed on the subgrade.

The field density of each compacted lift of material shall be at least 100% of the maximum density of laboratory specimens prepared from samples of the base material delivered to the jobsite. The laboratory specimens shall be compacted and tested in accordance with ASTM D1557. The moisture content of the material during placing operations shall be within ±2 percentage points of the optimum moisture content as

determined by ASTM D1557. Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

209-3.6 WEATHER LIMITATIONS. Material shall not be placed unless the ambient air temperature is at least 40°F (4°C) and rising. Work on base course shall not be conducted when the subgrade or subbase is wet or frozen or the base material contains frozen material.

209-3.7 MAINTENANCE. The base course shall be maintained in a condition that will meet all specification requirements. When material has been exposed to excessive rain, snow, or freeze-thaw conditions, prior to placement of additional material, the Contractor shall verify that materials still meet all specification requirements. Equipment may be routed over completed sections of base course, provided that no damage results and the equipment is routed over the full width of the completed base course. Any damage resulting to the base course from routing equipment over the base course shall be repaired by the Contractor at the Contractor's expense.

209-3.8 SURFACE TOLERANCES. After the course has been compacted, the surface shall be tested for smoothness and accuracy of grade and crown. Any portion lacking the required smoothness or failing in accuracy of grade or crown shall be scarified to a depth of at least 3 inches (75 mm), reshaped and recompacted to grade until the required smoothness and accuracy are obtained and approved by the RPR. Any deviation in surface tolerances shall be corrected by the Contractor at the Contractor's expense. The smoothness and accuracy requirements specified here apply only to the top layer when base course is constructed in more than one layer.

a. Smoothness. The finished surface shall not vary more than 3/8-inch (9 mm) when tested with a 12-foot (3.7-m) straightedge applied parallel with and at right angles to the centerline. The straightedge shall be moved continuously forward at half the length of the 12-foot (3.7-m) straightedge for the full length of each line on a 50-foot (15-m) grid.

b. Grade. The grade and crown shall be measured on a 50-foot (15-m) grid and shall be within +0 and -1/2 inch (12 mm) of the specified grade.

209-3.9 ACCEPTANCE SAMPLING AND TESTING. Crushed aggregate base course shall be accepted for density and thickness on an area basis. Two tests shall be made for density and thickness for each 1,200 square yds. Sampling locations will be determined on a random basis per ASTM D3665

a. Density. The RPR shall perform all density.

Each area shall be accepted for density when the field density is at least 100% of the maximum density of laboratory specimens compacted and tested per ASTM 1557. The in-place field density shall be determined per ASTM D1556 or ASTM D6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938. If the specified density is not attained, the area represented by the failed test must be reworked and/or recompacted and two additional random tests made. This procedure shall be followed until the specified density is reached. Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

b. Thickness. Depth tests shall be made by test holes at least 3 inches (75 mm) in diameter that extend through the base. The thickness of the base course shall be within +0 and -1/2 inch (12 mm) of the specified thickness as determined by depth tests taken by the Contractor in the presence of the RPR for each area. Where the thickness is deficient by more than 1/2-inch (12

mm), the Contractor shall correct such areas at no additional cost by scarifying to a depth of at least 3 inches (75 mm), adding new material of proper gradation, and the material shall be blended and recompacted to grade. The Contractor shall replace, at his expense, base material where depth tests have been taken.

METHOD OF MEASUREMENT

209-4.1 The quantity of crushed aggregate base course will be determined by measurement of the number of cubic yards of material constructed and accepted by the RPR as complying with the plans and specifications. Base materials shall not be included in any other excavation quantities.

BASIS OF PAYMENT

209-5.1 Payment shall be made at the contract unit price per cubic yard for crushed aggregate base course. This price shall be full compensation for furnishing all materials, for preparing and placing these materials, and for all labor, equipment tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-209a	Crushed Aggregate Base Course - per cubic yard

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C29	Standard Test Method for Bulk Density ("Unit Weight") and Voids in Aggregate
ASTM C88	Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C117	Standard Test Method for Materials Finer than 75-μm (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C131	Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM C142	Standard Test Method for Clay Lumps and Friable Particles in Aggregates
ASTM D75	Standard Practice for Sampling Aggregates
ASTM D698	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft^3 (600 kN-m/m^3))
ASTM D1556	Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D1557	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft^3 (2700 kN-m/m^3))
ASTM D2167	Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method
ASTM D2419	Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate
ASTM D3665	Standard Practice for Random Sampling of Construction Materials

ASTM D4318	Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D4491	Standard Test Methods for Water Permeability of Geotextiles by Permittivity
ASTM D4643	Standard Test Method for Determination of Water Content of Soil and Rock by Microwave Oven Heating
ASTM D4751	Standard Test Methods for Determining Apparent Opening Size of a Geotextile
ASTM D4791	Standard Test Method for Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate
ASTM D5821	Standard Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate
ASTM D6938	Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)
ASTM D7928	Standard Test Method for Particle-Size Distribution (Gradation) of Fine-Grained Soils Using the Sedimentation (Hydrometer) Analysis
	American Association of State Highway and Transportation Officials (AASHTO)
M288	Standard Specification for Geosynthetic Specification for Highway Applications

****END OF ITEM P-209****

ITEM P-401 ASPHALT MIX PAVEMENT

DESCRIPTION

401-1.1 This item shall consist of pavement courses composed of mineral aggregate and asphalt binder mixed in a central mixing plant and placed on a prepared base or stabilized course in accordance with these specifications and shall conform to the lines, grades, thicknesses, and typical cross-sections shown on the plans. Each course shall be constructed to the depth, typical section, and elevation required by the plans and shall be rolled, finished, and approved before the placement of the next course.

MATERIALS

401-2.1 AGGREGATE. Aggregates shall consist of crushed stone, crushed gravel, crushed slag, screenings, natural sand, and mineral filler, as required. The aggregates should have no known history of detrimental pavement staining due to ferrous sulfides, such as pyrite. Coarse aggregate is the material retained on the No. 4 (4.75 mm) sieve. Fine aggregate is the material passing the No. 4 (4.75 mm) sieve.

a. Coarse aggregate. Coarse aggregate shall consist of sound, tough, durable particles, free from films of matter that would prevent thorough coating and bonding with the asphalt material and free from organic matter and other deleterious substances. Coarse aggregate material requirements are given in the table below.

Coarse Aggregate Material Requirements

Material Test	Requirement	Standard
Resistance to Degradation	Loss: 40% maximum	ASTM C131
Soundness of Aggregates by Use of Sodium Sulfate **or** Magnesium Sulfate	Loss after 5 cycles: 12% maximum using Sodium sulfate - or - 18% maximum using magnesium sulfate	ASTM C88
Clay lumps and friable particles	1.0% maximum	ASTM C142
Percentage of Fractured Particles	For pavements designed for aircraft gross weights of 60,000 pounds (27200 kg) or more: Minimum 75% by weight of particles with at least two fractured faces and 85% with at least one fractured face[1]	ASTM D5821
Flat, Elongated, or Flat and Elongated Particles	8% maximum, by weight, of flat, elongated, or flat and elongated particles at 5:1 [2]	ASTM D4791
Bulk density of slag [3]	Weigh not less than 70 pounds per cubic foot (1.12 Mg/cubic meter)	ASTM C29

[1] The area of each face shall be equal to at least 75% of the smallest mid-sectional area of the piece. When two fractured faces are contiguous, the angle between the planes of fractures shall be at least 30 degrees to count as two fractured faces.

[2] A flat particle is one having a ratio of width to thickness greater than five (5); an elongated particle is one having a ratio of length to width greater than five (5).

[3] Only required if slag is specified.

b. Fine aggregate. Fine aggregate shall consist of clean, sound, tough, durable, angular shaped particles produced by crushing stone, slag, or gravel and shall be free from coatings of clay, silt, or other objectionable matter. Natural (non-manufactured) sand may be used to obtain the gradation of the fine aggregate blend or to improve the workability of the mix. Fine aggregate material requirements are listed in the table below.

Fine Aggregate Material Requirements

Material Test	Requirement	Standard
Liquid limit	25 maximum	ASTM D4318
Plasticity Index	4 maximum	ASTM D4318
Soundness of Aggregates by Use of Sodium Sulfate **or** Magnesium Sulfate	Loss after 5 cycles: 10% maximum using Sodium sulfate - or - 15% maximum using magnesium sulfate	ASTM C88
Clay lumps and friable particles	1.0% maximum	ASTM C142
Sand equivalent	45 minimum	ASTM D2419

c. Sampling. ASTM D75 shall be used in sampling coarse and fine aggregate.

401-2.2 MINERAL FILLER. Mineral filler (baghouse fines) may be added in addition to material naturally present in the aggregate. Mineral filler shall meet the requirements of ASTM D242.

Mineral Filler Requirements

Material Test	Requirement	Standard
Plasticity Index	4 maximum	ASTM D4318

401-2.3 ASPHALT BINDER. Asphalt binder for the surface course (top 4-inches) shall conform to ASTM D6373 Performance Grade (PG) 76-34. Asphalt binder for the base course (bottom 5-inches) shall conform to ASTM D6373 Performance Grade (PG) 58-34.

Asphalt Binder PG Plus Test Requirements

Material Test	Requirement	Standard
Elastic Recovery	75% minimum	ASTM D6084[1]

[1] Follow procedure B on RTFO aged binder

401-2.4 ANTI-STRIPPING AGENT. Any anti-stripping agent or additive (anti-strip) shall be heat stable and shall not change the asphalt binder grade beyond specifications. Anti-strip shall be an approved material of the Department of Transportation of the State in which the project is located.

COMPOSITION

401-3.1 COMPOSITION OF MIXTURE(S). The asphalt mix shall be composed of a mixture of aggregates, filler and anti-strip agent if required, and asphalt binder. The aggregate fractions shall be sized, handled in

separate size groups, and combined in such proportions that the resulting mixture meets the grading requirements of the job mix formula (JMF).

401-3.2 JOB MIX FORMULA (JMF) LABORATORY. The laboratory used to develop the JMF shall possess a current certificate of accreditation, listing D3666 from a national accrediting authority and all test methods required for developing the JMF; and be listed on the accrediting authority's website. A copy of the laboratory's current accreditation and accredited test methods shall be submitted to the Resident Project Representative (RPR) prior to start of construction.

401-3.3 JOB MIX FORMULA (JMF). No asphalt mixture shall be placed until an acceptable mix design has been submitted to the RPR for review and accepted in writing. The RPR's review shall not relieve the Contractor of the responsibility to select and proportion the materials to comply with this section.

When the project requires asphalt mixtures of differing aggregate gradations and/or binders, a separate JMF shall be submitted for each mix. Add anti-stripping agent to meet tensile strength requirements.

The JMF shall be prepared by an accredited laboratory that meets the requirements of paragraph 401-3.2. The asphalt mixture shall be designed using procedures contained in Asphalt Institute MS-2 Mix Design Manual, 7th Edition**.** Samples shall be prepared and compacted using a Marshall compactor in accordance with ASTM D6926.

Should a change in sources of materials be made, a new JMF must be submitted to the RPR for review and accepted in writing before the new material is used. After the initial production JMF has been approved by the RPR and a new or modified JMF is required for whatever reason, the subsequent cost of the new or modified JMF, including a new control strip when required by the RPR, will be borne by the Contractor.

The RPR may request samples at any time for testing, prior to and during production, to verify the quality of the materials and to ensure conformance with the applicable specifications.

The JMF shall be submitted in writing by the Contractor at least 30 days prior to the start of paving operations. The JMF shall be developed within the same construction season using aggregates proposed for project use.

The JMF shall be dated, and stamped or sealed by the responsible professional Engineer of the laboratory and shall include the following items as a minimum:

- Manufacturer's Certificate of Analysis (COA) for the asphalt binder used in the JMF in accordance with paragraph 401-2.3. Certificate of asphalt performance grade is with modifier already added, if used and must indicate compliance with ASTM D6373. For plant modified asphalt binder, certified test report indicating grade certification of modified asphalt binder.

- Manufacturer's Certificate of Analysis (COA) for the anti-stripping agent if used in the JMF in accordance with paragraph 401-2.4.

- Certified material test reports for the course and fine aggregate and mineral filler in accordance with paragraphs 401-2.1.

- Percent passing each sieve size for individual gradation of each aggregate cold feed and/or hot bin; percent by weight of each cold feed and/or hot bin used; and the total combined gradation in the JMF.

- Specific Gravity and absorption of each coarse and fine aggregate.

- Percent natural sand.
- Percent fractured faces.
- Percent by weight of flat particles, elongated particles, and flat and elongated particles (and criteria).
- Percent of asphalt.
- Number of blows.
- Laboratory mixing and compaction temperatures.
- Supplier-recommended field mixing and compaction temperatures.
- Plot of the combined gradation on a 0.45 power gradation curve.
- Graphical plots of air voids, voids in the mineral aggregate (VMA), and unit weight versus asphalt content. To achieve minimum VMA during production, the mix design needs to account for material breakdown during production.
- Tensile Strength Ratio (TSR).
- Type and amount of Anti-strip agent when used.
- Asphalt Pavement Analyzer (APA) results.
- Date the JMF was developed. Mix designs that are not dated or which are from a prior construction season shall not be accepted.

Table 1. Asphalt Design Criteria

Test Property	Value	Test Method
Number of blows	75	
Air voids (%)	3.5	ASTM D3203
Percent voids in mineral aggregate (VMA), minimum	See Table 2	ASTM D6995
Tensile Strength Ratio (TSR)[1]	not less than 80 at a saturation of 70-80%	ASTM D4867
Asphalt Pavement Analyzer (APA)[2]	Less than 10 mm @ 4000 passes	AASHTO T340 at 250 psi hose pressure at 64°C test temperature

[1] Test specimens for TSR shall be compacted at 7 ± 1.0 % air voids. In areas subject to freeze-thaw, use freeze-thaw conditioning in lieu of moisture conditioning per ASTM D4867.

[2] AASHTO T340 at 100 psi hose pressure at 64°C test temperature may be used in the interim. If this method is used the required Value shall be less than 5 mm @ 8000 passes

The mineral aggregate shall be of such size that the percentage composition by weight, as determined by laboratory sieves, will conform to the gradation or gradations specified in Table 2 when tested in accordance with ASTM C136 and ASTM C117.

The gradations in Table 2 represent the limits that shall determine the suitability of aggregate for use from the sources of supply; be well graded from coarse to fine and shall not vary from the low limit on one sieve to the high limit on the adjacent sieve, or vice versa.

Table 2. Aggregate - Asphalt Pavements

Sieve Size	Percentage by Weight Passing Sieve
1 inch (25.0 mm)	--
3/4 inch (19.0 mm)	100
1/2 inch (12.5 mm)	90-100
3/8 inch (9.5 mm)	72-88
No. 4 (4.75 mm)	53-73
No. 8 (2.36 mm)	38-60
No. 16 (1.18 mm)	26-48
No. 30 (600 μm)	18-38
No. 50 (300 μm)	11-27
No. 100 (150 μm)	6-18
No. 200 (75 μm)	3-6
Minimum Voids in Mineral Aggregate (VMA)[1]	15.0
Asphalt Percent:	
Stone or gravel	5.0-7.5
Recommended Minimum Construction Lift Thickness	2-inch

[1]To achieve minimum VMA during production, the mix design needs to account for material breakdown during production.

The aggregate gradations shown are based on aggregates of uniform specific gravity. The percentages passing the various sieves shall be corrected when aggregates of varying specific gravities are used, as indicated in the Asphalt Institute MS-2 Mix Design Manual, 7th Edition.

401-3.4 RECLAIMED ASPHALT PAVEMENT (RAP). RAP shall not be used in the surface course (top 4-inches), Item P-401a. RAP may be used in the base course (bottom 5-inches), Item P-401b. Reclaimed asphalt shall consist of reclaimed asphalt pavement (RAP), coarse aggregate, fine aggregate, mineral filler, and asphalt. The RAP shall be of a consistent gradation and asphalt content and properties. When RAP is fed into the plant, the maximum RAP size shall not exceed one inch (25 mm). The reclaimed asphalt pavement mix shall be designed using procedures contained in the Asphalt Institute MS-2 Mix Design Manual, 7th Edition. The percentage of asphalt in the RAP shall be established for the mixture design according to ASTM D2172 using the appropriate dust correction procedure. The JMF shall meet the requirements of paragraph 401-3.3. RAP shall only be used for shoulder surface course mixes and for any intermediate courses. The amount of RAP shall be limited to 20% percent**.** In addition to the requirements of paragraph 401-3.3, the JMF shall

indicate the percent of reclaimed asphalt pavement and the percent and grade of new asphalt binder. For the PG graded asphalt binder selected in 401-2.3, adjust as follows:

a. For 0-20% RAP, there is no change in virgin asphalt binder content.

b. For >20 to 30% RAP, select asphalt binder one grade softer, i.e., PG 64-22 would soften to PG 58-28.

RAP containing Coal Tar shall not be used. Coal Tar surface treatments must be removed prior to recycling underlying asphalt material.

Recycled asphalt shingles (RAS) shall not be used.

401-3.5 CONTROL STRIP. Full production shall not begin until an acceptable control strip has been constructed and accepted in writing by the RPR. The Contractor shall prepare and place a quantity of asphalt according to the JMF. The underlying grade or pavement structure upon which the control strip is to be constructed shall be the same as the remainder of the course represented by the control strip.

The Contractor will not be allowed to place the control strip until the Contractor quality control program (CQCP), showing conformance with the requirements of paragraph 401-5.1, has been accepted, in writing, by the RPR.

The control strip will consist of at least 250 tons (227 metric tons) or 1/2 sublot, whichever is greater. The control strip shall be placed in two lanes of the same width and depth to be used in production with a longitudinal cold joint. The cold joint must be cut back in accordance with paragraph 401-4.14 using the same procedure that will be used during production. The cold joint for the control strip will be an exposed construction joint at least four (4) hours old or when the mat has cooled to less than 160°F (71°C). The equipment used in construction of the control strip shall be the same type, configuration and weight to be used on the project.

The control strip will be considered acceptable by the RPR if the gradation, asphalt content, and VMA are within the action limits specified in paragraph 401-5.5a; and Mat density greater than or equal to 94.5%, air voids 3.5% +/- 1%, and joint density greater than or equal to 92.5%.

If the control strip is unacceptable, necessary adjustments to the JMF, plant operation, placing procedures, and/or rolling procedures shall be made and another control strip shall be placed. Unacceptable control strips shall be removed at the Contractor's expense.

The control strip will be considered one lot for payment based upon the average of a minimum of 3 samples (no sublots required for control strip). Payment will only be made for an acceptable control strip in accordance

CONSTRUCTION METHODS

401-4.1 WEATHER LIMITATIONS. The asphalt shall not be placed upon a wet surface or when the surface temperature of the underlying course is less than specified in Table 4. The temperature requirements may be waived by the RPR, if requested; however, all other requirements including compaction shall be met.

Table 4. Surface Temperature Limitations of Underlying Course

Mat Thickness	Base Temperature (Minimum)	
	°F	°C
3 inches (7.5 cm) or greater	40 [1]	4
Greater than 2 inches (50 mm) but less than 3 inches (7.5 cm)	45	7

401-4.2 ASPHALT PLANT. Plants used for the preparation of asphalt shall conform to the requirements of American Association of State Highway and Transportation Officials (AASHTO) M156 including the following items.

a. Inspection of plant. The RPR, or RPR's authorized representative, shall have access, at all times, to all areas of the plant for checking adequacy of equipment; inspecting operation of the plant: verifying weights, proportions, and material properties; and checking the temperatures maintained in the preparation of the mixtures.

b. Storage bins and surge bins. The asphalt mixture stored in storage and/or surge bins shall meet the same requirements as asphalt mixture loaded directly into trucks. Asphalt mixture shall not be stored in storage and/or surge bins for a period greater than twelve (12) hours. If the RPR determines there is an excessive heat loss, segregation, or oxidation of the asphalt mixture due to temporary storage, temporary storage shall not be allowed.

401-4.3 AGGREGATE STOCKPILE MANAGEMENT. Aggregate stockpiles shall be constructed in a manner that prevents segregation and intermixing of deleterious materials. Aggregates from different sources shall be stockpiled, weighed and batched separately at the asphalt batch plant. Aggregates that have become segregated or mixed with earth or foreign material shall not be used.

A continuous supply of materials shall be provided to the work to ensure continuous placement.

401-4.4 HAULING EQUIPMENT. Trucks used for hauling asphalt shall have tight, clean, and smooth metal beds. To prevent the asphalt from sticking to the truck beds, the truck beds shall be lightly coated with a minimum amount of paraffin oil, lime solution, or other material approved by the RPR. Petroleum products shall not be used for coating truck beds. Each truck shall have a suitable cover to protect the mixture from adverse weather. When necessary, to ensure that the mixture will be delivered to the site at the specified temperature, truck beds shall be insulated or heated and covers shall be securely fastened.

401-4.4.1 MATERIAL TRANSFER VEHICLE (MTV). Material transfer vehicles used to transfer the material from the hauling equipment to the paver, shall use a self-propelled, material transfer vehicle with a swing conveyor that can deliver material to the paver without making contact with the paver. The MTV shall be able to move back and forth between the hauling equipment and the paver providing material transfer to the paver, while allowing the paver to operate at a constant speed. The Material Transfer Vehicle will have remixing and storage capability to prevent physical and thermal segregation.

401-4.5 ASPHALT PAVERS. Asphalt pavers shall be self-propelled with an activated heated screed, capable of spreading and finishing courses of asphalt that will meet the specified thickness, smoothness, and grade. The paver shall have sufficient power to propel itself and the hauling equipment without adversely affecting the

finished surface. The asphalt paver shall be equipped with a control system capable of automatically maintaining the specified screed grade and elevation.

If the spreading and finishing equipment in use leaves tracks or indented areas, or produces other blemishes in the pavement that are not satisfactorily corrected by the scheduled operations, the use of such equipment shall be discontinued.

The paver shall be capable of paving to a minimum width specified in paragraph 401-4.12.

401-4.6 ROLLERS. The number, type, and weight of rollers shall be sufficient to compact the asphalt to the required density while it is still in a workable condition without crushing of the aggregate, depressions or other damage to the pavement surface. Rollers shall be in good condition, clean, and capable of operating at slow speeds to avoid displacement of the asphalt. All rollers shall be specifically designed and suitable for compacting asphalt concrete and shall be properly used. Rollers that impair the stability of any layer of a pavement structure or underlying soils shall not be used.

401-4.7 DENSITY DEVICE. The Contractor shall have on site a density gauge during all paving operations in order to assist in the determination of the optimum rolling pattern, type of roller and frequencies, as well as to monitor the effect of the rolling operations during production paving. The Contractor shall supply a qualified technician during all paving operations to calibrate the gauge and obtain accurate density readings for all new asphalt. These densities shall be supplied to the RPR upon request at any time during construction. No separate payment will be made for supplying the density gauge and technician.

401-4.8 PREPARATION OF ASPHALT BINDER. The asphalt binder shall be heated in a manner that will avoid local overheating and provide a continuous supply of the asphalt binder to the mixer at a uniform temperature. The temperature of unmodified asphalt binder delivered to the mixer shall be sufficient to provide a suitable viscosity for adequate coating of the aggregate particles, but shall not exceed 325°F (160°C) when added to the aggregate. The temperature of modified asphalt binder shall be no more than 350°F (175°C) when added to the aggregate.

401-4.9 PREPARATION OF MINERAL AGGREGATE. The aggregate for the asphalt shall be heated and dried. The maximum temperature and rate of heating shall be such that no damage occurs to the aggregates. The temperature of the aggregate and mineral filler shall not exceed 350°F (175°C) when the asphalt binder is added. Particular care shall be taken that aggregates high in calcium or magnesium content are not damaged by overheating. The temperature shall not be lower than is required to obtain complete coating and uniform distribution on the aggregate particles and to provide a mixture of satisfactory workability.

401-4.10 PREPARATION OF ASPHALT MIXTURE. The aggregates and the asphalt binder shall be weighed or metered and mixed in the amount specified by the JMF. The combined materials shall be mixed until the aggregate obtains a uniform coating of asphalt binder and is thoroughly distributed throughout the mixture. Wet mixing time shall be the shortest time that will produce a satisfactory mixture, but not less than 25 seconds for batch plants. The wet mixing time for all plants shall be established by the Contractor, based on the procedure for determining the percentage of coated particles described in ASTM D2489, for each individual plant and for each type of aggregate used. The wet mixing time will be set to achieve 95% of coated particles. For continuous mix plants, the minimum mixing time shall be determined by dividing the weight of its contents at operating level by the weight of the mixture delivered per second by the mixer. The moisture content of all asphalt upon discharge shall not exceed 0.5%.

401-4.11 APPLICATION OF PRIME AND TACK COAT. Immediately before placing the asphalt mixture, the underlying course shall be cleaned of all dust and debris.

A tack coat shall be applied in accordance with Item P-603 to all vertical and horizontal asphalt and concrete surfaces prior to placement of the first and each subsequent lift of asphalt mixture.

401-4.12 LAYDOWN PLAN, TRANSPORTING, PLACING, AND FINISHING. Prior to the placement of the asphalt, the Contractor shall prepare a laydown plan with the sequence of paving lanes and width to minimize the number of cold joints; the location of any temporary ramps; laydown temperature; and estimated time of completion for each portion of the work (milling, paving, rolling, cooling, etc.). The laydown plan and any modifications shall be approved by the RPR.

Deliveries shall be scheduled so that placing and compacting of asphalt is uniform with minimum stopping and starting of the paver. Hauling over freshly placed material shall not be permitted until the material has been compacted, as specified, and allowed to cool to approximately ambient temperature. The Contractor, at their expense, shall be responsible for repair of any damage to the pavement caused by hauling operations.

Contractor shall survey each lift of asphalt surface course and certify to RPR that every lot of each lift meets the grade tolerances of paragraph 401-6.2d before the next lift can be placed.

Edges of existing asphalt pavement abutting the new work shall be saw cut and the cut off material and laitance removed. Apply a tack coat in accordance with P-603 before new asphalt material is placed against it.

The speed of the paver shall be regulated to eliminate pulling and tearing of the asphalt mat. Placement of the asphalt mix shall begin along the centerline of a crowned section or on the high side of areas with a one way slope unless shown otherwise on the laydown plan as accepted by the RPR. The asphalt mix shall be placed in consecutive adjacent lanes having a minimum width of 10 feet except where edge lanes require less width to complete the area. Additional screed sections attached to widen the paver to meet the minimum lane width requirements must include additional auger sections to move the asphalt mixture uniformly along the screed extension.

The longitudinal joint in one course shall offset the longitudinal joint in the course immediately below by at least one foot (30 cm); however, the joint in the surface top course shall be at the centerline of crowned pavements. Transverse joints in one course shall be offset by at least 10 feet (3 m) from transverse joints in the previous course. Transverse joints in adjacent lanes shall be offset a minimum of 10 feet (3 m). On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the asphalt may be spread and luted by hand tools.

The RPR may at any time, reject any batch of asphalt, on the truck or placed in the mat, which is rendered unfit for use due to contamination, segregation, incomplete coating of aggregate, or overheated asphalt mixture. Such rejection may be based on only visual inspection or temperature measurements. In the event of such rejection, the Contractor may take a representative sample of the rejected material in the presence of the RPR, and if it can be demonstrated in the laboratory, in the presence of the RPR, that such material was erroneously rejected, payment will be made for the material at the contract unit price.

Areas of segregation in the surface course, as determined by the RPR, shall be removed and replaced at the Contractor's expense. The area shall be removed by saw cutting and milling a minimum of the construction lift thickness as specified in paragraph 401-3.3, Table 2 for the approved mix design. The area to be removed and replaced shall be a minimum width of the paver and a minimum of 10 feet (3 m) long.

401-4.13 COMPACTION OF ASPHALT MIXTURE. After placing, the asphalt mixture shall be thoroughly and uniformly compacted by self-propelled rollers. The surface shall be compacted as soon as

possible when the asphalt has attained sufficient stability so that the rolling does not cause undue displacement, cracking or shoving. The sequence of rolling operations and the type of rollers used shall be at the discretion of the Contractor. The speed of the roller shall, at all times, be sufficiently slow to avoid displacement of the hot mixture and be effective in compaction. Any surface defects and/or displacement occurring as a result of the roller, or from any other cause, shall be corrected at the Contractor's expense.

Sufficient rollers shall be furnished to handle the output of the plant. Rolling shall continue until the surface is of uniform texture, true to grade and cross-section, and the required field density is obtained. To prevent adhesion of the asphalt to the roller, the wheels shall be equipped with a scraper and kept moistened with water as necessary.
In areas not accessible to the roller, the mixture shall be thoroughly compacted with approved power tampers.

Any asphalt that becomes loose and broken, mixed with dirt, contains check-cracking, or in any way defective shall be removed and replaced with fresh hot mixture and immediately compacted to conform to the surrounding area. This work shall be done at the Contractor's expense. Skin patching shall not be allowed.

401-4.14 JOINTS. The formation of all joints shall be made to ensure a continuous bond between the courses and obtain the required density. All joints shall have the same texture as other sections of the course and meet the requirements for smoothness and grade.

The roller shall not pass over the unprotected end of the freshly laid asphalt except when necessary to form a transverse joint. When necessary to form a transverse joint, it shall be made by means of placing a bulkhead or by tapering the course. The tapered edge shall be cut back to its full depth and width on a straight line to expose a vertical face prior to placing the adjacent lane. In both methods, all contact surfaces shall be coated with an asphalt tack coat before placing any fresh asphalt against the joint.

Longitudinal joints which have been left exposed for more than four (4) hours; the surface temperature has cooled to less than 175°F (80°C**)**; or are irregular, damaged, uncompacted or otherwise defective shall be cut back with a cutting wheel or pavement saw a maximum of 3 inches (75 mm) to expose a clean, sound, uniform vertical surface for the full depth of the course. All cutback material and any laitance produced from cutting joints shall be removed from the project. Asphalt tack coat in accordance with P-603 shall be applied to the clean, dry joint prior to placing any additional fresh asphalt against the joint. The cost of this work shall be considered incidental to the cost of the asphalt.

401-4.15 SAW-CUT GROOVING. Saw-cut grooving is not required.

401-4.16 DIAMOND GRINDING. Diamond grinding shall be completed prior to pavement grooving. Diamond grinding shall be accomplished by sawing with saw blades impregnated with industrial diamond abrasive.

Diamond grinding shall be performed with a machine designed specifically for diamond grinding capable of cutting a path at least 3 feet (0.9 m) wide. The saw blades shall be 1/8-inch (3-mm) wide with a sufficient number of blades to create grooves between 0.090 and 0.130 inches (2 and 3.5 mm) wide; and peaks and ridges approximately 1/32 inch (1 mm) higher than the bottom of the grinding cut. The actual number of blades will be determined by the Contractor and depend on the hardness of the aggregate. Equipment or grinding procedures that cause ravels, aggregate fractures, spalls or disturbance to the pavement will not be permitted. Contractor shall demonstrate to the RPR that the grinding equipment will produce satisfactory results prior to making corrections to surfaces. Grinding will be tapered in all directions to provide smooth transitions to areas not requiring grinding. The slurry resulting from the grinding operation shall be continuously removed and the pavement left in a clean condition. The Contractor shall apply a surface treatment per P-608 to all areas that have been subject to grinding.

401-4.17 NIGHTTIME PAVING REQUIREMENTS. The Contractor shall provide adequate lighting during any nighttime construction. A lighting plan shall be submitted by the Contractor and approved by the RPR prior to the start of any nighttime work. All work shall be in accordance with the approved CSPP and lighting plan.

CONTRACTOR QUALITY CONTROL (CQC)

401-5.1 GENERAL. The Contractor shall develop a Contractor Quality Control Program (CQCP) in accordance with Item C-100. No partial payment will be made for materials without an approved CQCP.

401-5.2 CONTRACTOR QUALITY CONTROL (QC) FACILITIES. The Contractor shall provide or contract for testing facilities in accordance with Item C-100. The RPR shall be permitted unrestricted access to inspect the Contractor's QC facilities and witness QC activities. The RPR will advise the Contractor in writing of any noted deficiencies concerning the QC facility, equipment, supplies, or testing personnel and procedures. When the deficiencies are serious enough to be adversely affecting the test results, the incorporation of the materials into the work shall be suspended immediately and will not be permitted to resume until the deficiencies are satisfactorily corrected.

401-5.3 CONTRACTOR QC TESTING. The Contractor shall perform all QC tests necessary to control the production and construction processes applicable to these specifications and as set forth in the approved CQCP. The testing program shall include, but not necessarily be limited to, tests for the control of asphalt content, aggregate gradation, temperatures, aggregate moisture, field compaction, and surface smoothness. A QC Testing Plan shall be developed as part of the CQCP.

a. **Asphalt content.** A minimum of two tests shall be performed per day in accordance with ASTM D6307 or ASTM D2172 for determination of asphalt content. When using ASTM D6307, the correction factor shall be determined as part of the first test performed at the beginning of plant production; and as part of every tenth test performed thereafter. The asphalt content for the day will be determined by averaging the test results.

b. **Gradation.** Aggregate gradations shall be determined a minimum of twice per day from mechanical analysis of extracted aggregate in accordance with ASTM D5444, ASTM C136, and ASTM C117.

c. **Moisture content of aggregate.** The moisture content of aggregate used for production shall be determined a minimum of once per day in accordance with ASTM C566.

d. **Moisture content of asphalt.** The moisture content shall be determined once per day in accordance with AASHTO T329 or ASTM D1461.

e. **Temperatures.** Temperatures shall be checked, at least four times per day, at necessary locations to determine the temperatures of the dryer, the asphalt binder in the storage tank, the asphalt at the plant, and the asphalt at the job site.

f. **In-place density monitoring.** The Contractor shall conduct any necessary testing to ensure that the specified density is being achieved. A nuclear gauge may be used to monitor the pavement density in accordance with ASTM D2950.

g. **Smoothness for Contractor Quality Control.**

The Contractor shall perform smoothness testing in transverse and longitudinal directions daily to verify that the construction processes are producing pavement with variances less than ¼ inch in 12 feet, identifying areas that may pond water which could lead to hydroplaning of aircraft. If the smoothness criteria is not met, appropriate changes and corrections to the construction process shall be made by the Contractor before construction continues

The Contractor may use a 12-foot (3.7 m) "straightedge, a rolling inclinometer meeting the requirements of ASTM E2133 or rolling external reference device that can simulate a 12-foot (3.7m) straightedge approved by the RPR. Straight-edge testing shall start with one-half the length of the straightedge at the edge of pavement section being tested and then moved ahead one-half the length of the straightedge for each successive measurement. Testing shall be continuous across all joints. The surface irregularity shall be determined by placing the freestanding (unleveled) straightedge on the pavement surface and allowing it to rest upon the two highest spots covered by its length, and measuring the maximum gap between the straightedge and the pavement surface in the area between the two high points. If the rolling inclinometer or external reference device is used, the data may be evaluated using the FAA profile program, ProFAA or FHWA ProVal, using the 12-foot straightedge simulation function.

Smoothness readings shall not be made across grade changes or cross slope transitions. The transition between new and existing pavement shall be evaluated separately for conformance with the plans.

(1) Transverse measurements. Transverse measurements shall be taken for each day's production placed. Transverse measurements shall be taken perpendicular to the pavement centerline each 50 feet (15 m) or more often as determined by the RPR. The joint between lanes shall be tested separately to facilitate smoothness between lanes.

(2) Longitudinal measurements. Longitudinal measurements shall be taken for each day's production placed. Longitudinal tests shall be parallel to the centerline of paving; at the center of paving lanes when widths of paving lanes are less than 20 feet (6 m); and at the third points of paving lanes when widths of paving lanes are 20 ft (6 m) or greater. When placement abuts previously placed material the first measurement shall start with one half the length of the straight edge on the previously placed material.

Deviations on the final surface course in either the transverse or longitudinal direction that will trap water greater than 1/4 inch (6 mm) shall be corrected with diamond grinding per paragraph 401-4.16 or by removing and replacing the surface course to full depth. Grinding shall be tapered in all directions to provide smooth transitions to areas not requiring grinding. All areas in which diamond grinding has been performed shall be subject to the final pavement thickness tolerances specified in paragraph 401-6.1d(3). Areas that have been ground shall be sealed with a surface treatment in accordance with Item P-608. To avoid the surface treatment creating any conflict with runway or taxiway markings, it may be necessary to seal a larger area.

Control charts shall be kept to show area of each day's placement and the percentage of corrective grinding required. Corrections to production and placement shall be initiated when corrective grinding is required. If the Contractor's machines and/or methods produce significant areas that need corrective actions in excess of 10 percent of a day's production, production shall be stopped until corrective measures are implemented by the Contractor.

h. Grade. Grade shall be evaluated daily to allow adjustments to paving operations when grade measurements do not meet specifications. As a minimum, grade shall be evaluated prior to and after the placement of the first lift and after placement of the surface lift.

Measurements will be taken at appropriate gradelines (as a minimum at center and edges of paving lane) and longitudinal spacing as shown on cross-sections and plans. The final surface of the pavement will not vary from the gradeline elevations and cross-sections shown on the plans by more than 1/2 inch (12 mm) vertically and 0.1 feet (30 mm) laterally. The documentation will be provided by the Contractor to the RPR by the end of the following working day.

Areas with humps or depressions that exceed grade or smoothness criteria and that retain water on the surface must be ground off provided the course thickness after grinding is not more than 1/2 inch (12 mm) less than the thickness specified on the plans. Grinding shall be in accordance with paragraph 401-4.16.

The Contractor shall repair low areas or areas that cannot be corrected by grinding by removal of deficient areas to the depth of the final course plus ½ inch and replacing with new material. Skin patching is not allowed.

401-5.4 SAMPLING. When directed by the RPR, the Contractor shall sample and test any material that appears inconsistent with similar material being sampled, unless such material is voluntarily removed and replaced or deficiencies corrected by the Contractor. All sampling shall be in accordance with standard procedures specified.

401-5.5 CONTROL CHARTS. The Contractor shall maintain linear control charts for both individual measurements and range (i.e. difference between highest and lowest measurements) for aggregate gradation, asphalt content, and VMA. The VMA for each day will be calculated and monitored by the QC laboratory.

Control charts shall be posted in a location satisfactory to the RPR and kept current. As a minimum, the control charts shall identify the project number, the contract item number, the test number, each test parameter, the Action and Suspension Limits applicable to each test parameter, and the Contractor's test results. The Contractor shall use the control charts as part of a process control system for identifying potential problems and assignable causes before they occur. If the Contractor's projected data during production indicates a problem and the Contractor is not taking satisfactory corrective action, the RPR may suspend production or acceptance of the material.

a. Individual measurements. Control charts for individual measurements shall be established to maintain process control within tolerance for aggregate gradation, asphalt content, and VMA. The control charts shall use the job mix formula target values as indicators of central tendency for the following test parameters with associated Action and Suspension Limits:

Control Chart Limits for Individual Measurements

Sieve	Action Limit	Suspension Limit
3/4 inch (19.0 mm)	±6%	±9%
1/2 inch (12.5 mm)	±6%	±9%
3/8 inch (9.5 mm)	±6%	±9%
No. 4 (4.75 mm)	±6%	±9%
No. 16 (1.18 mm)	±5%	±7.5%
No. 50 (300 μm)	±3%	±4.5%
No. 200 (75 μm)	±2%	±3%
Asphalt Content	±0.45%	±0.70%
Minimum VMA	-0.5%	-1.0%

b. Range. Control charts shall be established to control gradation process variability. The range shall be plotted as the difference between the two test results for each control parameter. The Suspension Limits specified below are based on a sample size of n = 2. Should the Contractor elect to perform more than two tests per lot, the Suspension Limits shall be adjusted by multiplying the Suspension Limit by 1.18 for n = 3 and by 1.27 for n = 4.

Control Chart Limits Based on Range

Sieve	Suspension Limit
1/2 inch (12.5 mm)	11%
3/8 inch (9.5 mm)	11%
No. 4 (4.75 mm)	11%
No. 16 (1.18 mm)	9%
No. 50 (300 μm)	6%
No. 200 (75 μm)	3.5%
Asphalt Content	0.8%

c. Corrective Action. The CQCP shall indicate that appropriate action shall be taken when the process is believed to be out of tolerance. The Plan shall contain rules to gauge when a process is out of control and detail what action will be taken to bring the process into control. As a minimum, a process shall be deemed out of control and production stopped and corrective action taken, if:

(1) One point falls outside the Suspension Limit line for individual measurements or range; or

(2) Two points in a row fall outside the Action Limit line for individual measurements.

401-5.6 QC REPORTS. The Contractor shall maintain records and shall submit reports of QC activities daily, in accordance with Item C-100.

MATERIAL ACCEPTANCE

401-6.1 ACCEPTANCE SAMPLING AND TESTING. Unless otherwise specified, all acceptance sampling and testing necessary to determine conformance with the requirements specified in this section will be performed by the RPR at no cost to the Contractor except that coring as required in this section shall be completed and paid for by the Contractor.

a. Quality assurance (QA) testing laboratory. The QA testing laboratory performing these acceptance tests will be accredited in accordance with ASTM D3666. The QA laboratory accreditation will be current and listed on the accrediting authority's website. All test methods required for acceptance sampling and testing will be listed on the lab accreditation.

b. Lot size. A standard lot will be equal to one day's production divided into approximately equal sublots of between 400 to 600 tons. When only one or two sublots are produced in a day's production, the sublots will be combined with the production lot from the previous or next day.

Where more than one plant is simultaneously producing asphalt for the job, the lot sizes will apply separately for each plant.

c. Asphalt air voids. Plant-produced asphalt will be tested for air voids on a sublot basis.

(1) Sampling. Material from each sublot shall be sampled in accordance with ASTM D3665. Samples shall be taken from material deposited into trucks at the plant or at the job site in accordance with ASTM D979. The sample of asphalt may be put in a covered metal tin and placed in an oven for not less than 30 minutes nor more than 60 minutes to maintain the material at or above the compaction temperature as specified in the JMF.

(2) Testing. Air voids will be determined for each sublot in accordance with ASTM D3203 for a set of three compacted specimens prepared in accordance with ASTM D6926.

d. In-place asphalt mat and joint density. Each sublot will be tested for in-place mat and joint density as a percentage of the theoretical maximum density (TMD).

(1) Sampling. The Contractor will cut minimum 5 inch (125 mm) diameter samples in accordance with ASTM D5361. The Contractor shall furnish all tools, labor, and materials for cleaning, and filling the cored pavement. Laitance produced by the coring operation shall be removed immediately after coring, and core holes shall be filled within one day after sampling in a manner acceptable to the RPR.

(2) Bond. Each lift of asphalt shall be bonded to the underlying layer. If cores reveal that the surface is not bonded, additional cores shall be taken as directed by the RPR to determine the extent of unbonded areas. Unbonded areas shall be removed by milling and replaced at no additional cost as directed by the RPR.

(3) Thickness. Thickness of each lift of surface course will be evaluated by the RPR for compliance to the requirements shown on the plans after any necessary corrections for grade. Measurements of thickness will be made using the cores extracted for each sublot for density measurement. The maximum allowable deficiency at any point will not be more than 1/4 inch (6 mm) less than the thickness indicated for the lift. Average thickness of lift, or combined lifts, will not be less than the indicated thickness. Where the thickness tolerances

are not met, the lot or sublot shall be corrected by the Contractor at his expense by removing the deficient area and replacing with new pavement. The Contractor, at his expense, may take additional cores as approved by the RPR to circumscribe the deficient area.

(4) Mat density. One core shall be taken from each sublot. Core locations will be determined by the RPR in accordance with ASTM D3665. Cores for mat density shall not be taken closer than one foot (30 cm) from a transverse or longitudinal joint. The bulk specific gravity of each cored sample will be determined in accordance with ASTM D2726. The percent compaction (density) of each sample will be determined by dividing the bulk specific gravity of each sublot sample by the TMD for that sublot.

(5) Joint density. One core centered over the longitudinal joint shall be taken for each sublot that has a longitudinal joint. Core locations will be determined by the RPR in accordance with ASTM D3665. The bulk specific gravity of each core sample will be determined in accordance with ASTM D2726. The percent compaction (density) of each sample will be determined by dividing the bulk specific gravity of each joint density sample by the average TMD for the lot. The TMD used to determine the joint density at joints formed between lots will be the lower of the average TMD values from the adjacent lots.

401-6.2 ACCEPTANCE CRITERIA.

a. General. Acceptance will be based on the implementation of the Contractor Quality Control Program (CQCP) and the following characteristics of the asphalt and completed pavements: air voids, mat density, joint density, grade and Profilograph roughness.

b. Air Voids and Mat density. Acceptance of each lot of plant produced material for mat density and air voids will be based on the percentage of material within specification limits (PWL). If the PWL of the lot equals or exceeds 90%, the lot will be acceptable. Acceptance and payment will be determined in accordance with paragraph 401-8.1.

c. Joint density. Acceptance of each lot of plant produced asphalt for joint density will be based on the PWL. If the PWL of the lot is equal to or exceeds 90%, the lot will be considered acceptable. If the PWL is less than 90%, the Contractor shall evaluate the reason and act accordingly. If the PWL is less than 80%, the Contractor shall cease operations and until the reason for poor compaction has been determined. If the PWL is less than 71%, the pay factor for the lot used to complete the joint will be reduced by five (5) percentage points. This lot pay factor reduction will be incorporated and evaluated in accordance with paragraph 401-8.1.

d. Grade. The final finished surface of the pavement shall be surveyed to verify that the grade elevations and cross-sections shown on the plans do not deviate more than 1/2 inch (12 mm) vertically or 0.1 feet (30 mm) laterally.

Cross-sections of the pavement shall be taken at a minimum 50-foot (15-m) longitudinal spacing and at all longitudinal grade breaks, and at start and end of each lane placed. Minimum cross-section grade points shall include grade at centerline, ± 10 feet of centerline, and edge of taxiway pavement.

The survey and documentation shall be stamped and signed by a licensed surveyor. Payment for sublots that do not meet grade for over 25% of the sublot shall not be more than 95%.

e. Profilograph roughness for QA Acceptance. Not used.

401-6.3 PERCENTAGE OF MATERIAL WITHIN SPECIFICATION LIMITS (PWL). The PWL will be determined in accordance with procedures specified in Item C-110. The specification tolerance limits (L) for lower and (U) for upper are contained in Table 5.

Table 5. Acceptance Limits for Air Voids and Density

Test Property	Pavements Specification Tolerance Limits	
	L	**U**
Air Voids Total Mix (%)	2.0	5.0
Surface Course Mat Density (%)	92.8	-
Base Course Mat Density (%)	92.0	-
Joint density (%)	90.5	--

a. Outliers. All individual tests for mat density and air voids will be checked for outliers (test criterion) in accordance with ASTM E178, at a significance level of 5%. Outliers will be discarded, and the PWL will be determined using the remaining test values. The criteria in Table 5 is based on production processes which have a variability with the following standard deviations: Surface Course Mat Density (%), 1.30; Base Course Mat Density (%), 1.55; Joint Density (%), 1.55.

The Contractor should note that (1) 90 PWL is achieved when consistently producing a surface course with an average mat density of at least 94.5% with 1.30% or less variability, (2) 90 PWL is achieved when consistently producing a base course with an average mat density of at least 94.0% with 1.55% or less variability, and (3) 90 PWL is achieved when consistently producing joints with an average joint density of at least 92.5% with 1.55% or less variability.

401-6.4 RESAMPLING PAVEMENT FOR MAT DENSITY.

a. General. Resampling of a lot of pavement will only be allowed for mat density, and then, only if the Contractor requests same, in writing, within 48 hours after receiving the written test results from the RPR. A retest will consist of all the sampling and testing procedures contained in paragraphs 401-6.1d and 401-6.2b. Only one resampling per lot will be permitted.

(1) A redefined PWL will be calculated for the resampled lot. The number of tests used to calculate the redefined PWL will include the initial tests made for that lot plus the retests.

(2) The cost for resampling and retesting shall be borne by the Contractor.

b. Payment for resampled lots. The redefined PWL for a resampled lot will be used to calculate the payment for that lot in accordance with Table 6.

c. Outliers. Check for outliers in accordance with ASTM E178, at a significance level of 5%.

METHOD OF MEASUREMENT

401-7.1 MEASUREMENT. Asphalt shall be measured by the number of tons of asphalt used in the accepted work. Batch weights or truck scale weights will be used to determine the basis for the tonnage.

BASIS OF PAYMENT

401-8.1 PAYMENT. Payment for a lot of asphalt meeting all acceptance criteria as specified in paragraph 401-6.2 shall be made based on results of tests for mat density and air voids. Payment for acceptable lots shall be adjusted according to paragraph 401-8.1c for mat density and air voids; and paragraph 401-6.2c for joint density, subject to the limitation that:

a. The total project payment for plant mix asphalt pavement shall not exceed 100 percent of the product of the contract unit price and the total number of tons (kg) of asphalt used in the accepted work.

b. The price shall be compensation for furnishing all materials, for all preparation, mixing, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

c. **Basis of adjusted payment.** The pay factor for each individual lot shall be calculated in accordance with Table 6. A pay factor shall be calculated for both mat density and air voids. The lot pay factor shall be the higher of the two values when calculations for both mat density and air voids are 100% or higher. The lot pay factor shall be the product of the two values when only one of the calculations for either mat density or air voids is 100% or higher. The lot pay factor shall be the lower of the two values when calculations for both mat density and air voids are less than 100%. If PWL for joint density is less than 71% then the lot pay factor shall be reduced by 5% but be no higher than 95%.

For each lot accepted, the adjusted contract unit price shall be the product of the lot pay factor for the lot and the contract unit price. Payment shall be subject to the total project payment limitation specified in paragraph 401-8.1a. Payment in excess of 100% for accepted lots of asphalt shall be used to offset payment for accepted lots of asphalt pavement that achieve a lot pay factor less than 100%.

Payment for sublots which do not meet grade in accordance with paragraph 401-6.2d after correction for over 25% of the sublot shall be reduced by 5%.

Table 6. Price adjustment schedule[1]

Percentage of material within specification limits (PWL)	Lot pay factor (percent of contract unit price)
96 – 100	106
90 – 95	PWL + 10
75 – 89	0.5 PWL + 55
55 – 74	1.4 PWL – 12
Below 55	Reject [2]

[1] Although it is theoretically possible to achieve a pay factor of 106% for each lot, actual payment above 100% shall be subject to the total project payment limitation specified in paragraph 401-8.1a.

[2] The lot shall be removed and replaced. However, the RPR may decide to allow the rejected lot to remain. In that case, if the RPR and Contractor agree in writing that the lot shall not be removed, it shall be paid for at 50% of the contract unit price and the total project payment shall be reduced by the amount withheld for the rejected lot.

d. **Profilograph Roughness.** Not used.

401-8.1 PAYMENT.

Payment will be made under:

Item P-401a	Bituminous Paving Surface Course (PG 76-34) - per ton
Item P-401b	Bituminous Paving Base Course (PG 58-34) – per ton

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM INTERNATIONAL (ASTM)

ASTM C29	Standard Test Method for Bulk Density ("Unit Weight") and Voids in Aggregate
ASTM C88	Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C117	Standard Test Method for Materials Finer than 75-μm (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C127	Standard Test Method for Density, Relative Density (Specific Gravity) and Absorption of Coarse Aggregate
ASTM C131	Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM C142	Standard Test Method for Clay Lumps and Friable Particles in Aggregates
ASTM C566	Standard Test Method for Total Evaporable Moisture Content of Aggregate by Drying
ASTM D75	Standard Practice for Sampling Aggregates
ASTM D242	Standard Specification for Mineral Filler for Bituminous Paving Mixtures
ASTM D946	Standard Specification for Penetration-Graded Asphalt Cement for Use in Pavement Construction
ASTM D979	Standard Practice for Sampling Asphalt Paving Mixtures
ASTM D1073	Standard Specification for Fine Aggregate for Asphalt Paving Mixtures
ASTM D1188	Standard Test Method for Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Coated Samples
ASTM D2172	Standard Test Method for Quantitative Extraction of Bitumen from Asphalt Paving Mixtures
ASTM D1461	Standard Test Method for Moisture or Volatile Distillates in Asphalt Paving Mixtures
ASTM D2041	Standard Test Method for Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
ASTM D2419	Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate
ASTM D2489	Standard Practice for Estimating Degree of Particle Coating of Bituminous-Aggregate Mixtures
ASTM D2726	Standard Test Method for Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixtures

ASTM D2950	Standard Test Method for Density of Bituminous Concrete in Place by Nuclear Methods
ASTM D3203	Standard Test Method for Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures
ASTM D3381	Standard Specification for Viscosity-Graded Asphalt Cement for Use in Pavement Construction
ASTM D3665	Standard Practice for Random Sampling of Construction Materials
ASTM D3666	Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials
ASTM D4318	Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D4552	Standard Practice for Classifying Hot-Mix Recycling Agents
ASTM D4791	Standard Test Method for Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate
ASTM D4867	Standard Test Method for Effect of Moisture on Asphalt Concrete Paving Mixtures
ASTM D5361	Standard Practice for Sampling Compacted Asphalt Mixtures for Laboratory Testing
ASTM D5444	Standard Test Method for Mechanical Size Analysis of Extracted Aggregate
ASTM D5821	Standard Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate
ASTM D6084	Standard Test Method for Elastic Recovery of Bituminous Materials by Ductilometer
ASTM D6307	Standard Test Method for Asphalt Content of Hot Mix Asphalt by Ignition Method
ASTM D6373	Standard Specification for Performance Graded Asphalt Binder
ASTM D6752	Standard Test Method for Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Automatic Vacuum Sealing Method
ASTM D6925	Standard Test Method for Preparation and Determination of the Relative Density of Hot Mix Asphalt (HMA) Specimens by Means of the SuperPave Gyratory Compactor.
ASTM D6926	Standard Practice for Preparation of Bituminous Specimens Using Marshall Apparatus
ASTM D6927	Standard Test Method for Marshall Stability and Flow of Bituminous Mixtures
ASTM D6995	Standard Test Method for Determining Field VMA based on the Maximum Specific Gravity of the Mix (Gmm)
ASTM E11	Standard Specification for Woven Wire Test Sieve Cloth and Test Sieves
ASTM E178	Standard Practice for Dealing with Outlying Observations
ASTM E1274	Standard Test Method for Measuring Pavement Roughness Using a Profilograph
ASTM E950	Standard Test Method for Measuring the Longitudinal Profile of Traveled Surfaces with an Accelerometer Established Inertial Profiling Reference
ASTM E2133	Standard Test Method for Using a Rolling Inclinometer to Measure Longitudinal and Transverse Profiles of a Traveled Surface

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)

AASHTO M156	Standard Specification for Requirements for Mixing Plants for Hot-Mixed, Hot-Laid Bituminous Paving Mixtures.
AASHTO T329	Standard Method of Test for Moisture Content of Hot Mix Asphalt (HMA) by Oven Method

AASHTO T324	Standard Method of Test for Hamburg Wheel-Track Testing of Compacted Asphalt Mixtures
AASHTO T 340	Standard Method of Test for Determining the Rutting Susceptibility of Hot Mix Asphalt (APA) Using the Asphalt Pavement Analyzer (APA)

ASPHALT INSTITUTE (AI)

Asphalt Institute Handbook MS-26, Asphalt Binder
Asphalt Institute MS-2 Mix Design Manual, 7th Edition
AI State Binder Specification Database

FEDERAL HIGHWAY ADMINISTRATION (FHWA)

Long Term Pavement Performance Binder Program

ADVISORY CIRCULARS (AC)

AC 150/5320-6	Airport Pavement Design and Evaluation

FAA ORDERS

5300.1	Modifications to Agency Airport Design, Construction, and Equipment Standards

SOFTWARE

FAARFIELD

****END OF ITEM P-401****

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ITEM P-603 EMULSIFIED ASPHALT TACK COAT

DESCRIPTION

603-1.1 This item shall consist of preparing and treating an asphalt or concrete surface with asphalt material in accordance with these specifications and in reasonably close conformity to the lines shown on the plans.

MATERIALS

603-2.1 ASPHALT MATERIALS. The asphalt material shall be an emulsified asphalt as specified in ASTM D3628 as an asphalt application for tack coat appropriate to local conditions. The emulsified asphalt shall not be diluted. The Contractor shall provide a copy of the manufacturer's Certificate of Analysis (COA) for the asphalt material to the Resident Project Representative (RPR) before the asphalt material is applied for review and acceptance. The furnishing of COA for the asphalt material shall not be interpreted as a basis for final acceptance. The manufacturer's COA may be subject to verification by testing the material delivered for use on the project.

CONSTRUCTION METHODS

603-3.1 WEATHER LIMITATIONS. The tack coat shall be applied only when the existing surface is dry and the atmospheric temperature is 50°F (10°C) or above; the temperature has not been below 35°F (2°C) for the 12 hours prior to application; and when the weather is not foggy or rainy. The temperature requirements may be waived when directed by the RPR.

603-3.2 EQUIPMENT. The Contractor shall provide equipment for heating and applying the emulsified asphalt material. The emulsion shall be applied with a manufacturer-approved computer rate-controlled asphalt distributor. The equipment shall be in good working order and contain no contaminants or diluents in the tank. Spray bar tips must be clean, free of burrs, and of a size to maintain an even distribution of the emulsion. Any type of tip or pressure source is suitable that will maintain predetermined flow rates and constant pressure during the application process with application speeds under eight (8) miles per hour (13 km per hour) or seven (700) feet per minute (213 m per minute).

The equipment will be tested under pressure for leaks and to ensure proper set-up before use to verify truck set-up (via a test-shot area), including but not limited to, nozzle tip size appropriate for application, spray-bar height and pressure and pump speed, evidence of triple-overlap spray pattern, lack of leaks, and any other factors relevant to ensure the truck is in good working order before use.

The distributor truck shall be equipped with a minimum 12-foot (3.7-m) spreader spray bar with individual nozzle control with computer-controlled application rates. The distributor truck shall have an easily accessible thermometer that constantly monitors the temperature of the emulsion and have an operable mechanical tank gauge that can be used to cross-check the computer accuracy. If the distributor is not equipped with an operable quick shutoff valve, the prime operations shall be started and stopped on building paper.

The distributor truck shall be equipped to effectively heat and mix the material to the required temperature prior to application as required. Heating and mixing shall be done in accordance with the manufacturer's recommendations. Do not overheat or over mix the material.

The distributor shall be equipped with a hand sprayer.

Asphalt distributors must be calibrated annually in accordance with ASTM D2995. The Contractor must furnish a current calibration certification for the asphalt distributor truck from any State or other agency as approved by the RPR.

A power broom and/or power blower suitable for cleaning the surfaces to which the asphalt tack coat is to be applied shall be provided.

603-3.3 Application of emulsified asphalt material. The emulsified asphalt shall not be diluted. Immediately before applying the emulsified asphalt tack coat, the full width of surface to be treated shall be swept with a power broom and/or power blower to remove all loose dirt and other objectionable material.

The emulsified asphalt material shall be uniformly applied with an asphalt distributor at the rates appropriate for the conditions and surface specified in the table below. The type of asphalt material and application rate shall be approved by the RPR prior to application.

Emulsified Asphalt

Surface Type	Residual Rate, gal/SY (L/square meter)	Emulsion Application Bar Rate, gal/SY (L/square meter)
New asphalt	0.02-0.05 (0.09-0.23)	0.03-0.07 (0.13-0.32)
Existing asphalt	0.04-0.07 (0.18-0.32)	0.06-0.11 (0.27-0.50)
Milled Surface	0.04-0.08 (0.18-0.36)	.0.06-0.12 (0.27-0.54)
Concrete	0.03-0.05 (0.13-0.23)	0.05-0.08 (0.23-0.36)

After application of the tack coat, the surface shall be allowed to cure without being disturbed for the period of time necessary to permit drying and setting of the tack coat. This period shall be determined by the RPR. The Contractor shall protect the tack coat and maintain the surface until the next course has been placed. When the tack coat has been disturbed by the Contractor, tack coat shall be reapplied at the Contractor's expense.

METHOD OF MEASUREMENT

603-4.1 The emulsified asphalt material for tack coat shall be measured by the gallon. Volume shall be corrected to the volume at 60°F (16°C) in accordance with ASTM D1250. The emulsified asphalt material paid for will be the measured quantities used in the accepted work, provided that the measured quantities are not 10% over the specified application rate. Any amount of emulsified asphalt material more than 10% over the specified application rate for each application will be deducted from the measured quantities, except for irregular areas where hand spraying of the emulsified asphalt material is necessary. Water added to emulsified asphalt will not be measured for payment.

BASIS OF PAYMENT

603.5-1 Payment shall be made at the contract unit price per gallon of emulsified asphalt material. This price shall be full compensation for furnishing all materials, for all preparation, delivery, and application of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-603a Bituminous Tack Coat - per gallon

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D1250	Standard Guide for Use of the Petroleum Measurement Tables
ASTM D2995	Standard Practice for Estimating Application Rate and Residual Application Rate of Bituminous Distributors
ASTM D3628	Standard Practice for Selection and Use of Emulsified Asphalts

****END ITEM P-603****

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ITEM P-605 JOINT SEALANTS FOR PAVEMENTS

DESCRIPTION

605-1.1 This item shall consist of providing and installing a resilient and adhesive joint sealing material capable of effectively sealing joints in pavement; joints between different types of pavements; and cracks in existing pavement.

MATERIALS

605-2.1 JOINT SEALANTS. Joint sealant materials shall meet the requirements of ASTM D 5893.

Each lot or batch of sealant shall be delivered to the jobsite in the manufacturer's original sealed container. Each container shall be marked with the manufacturer's name, batch or lot number, the safe heating temperature, and shall be accompanied by the manufacturer's certification stating that the sealant meets the requirements of this specification.

605-2.2 BACKER ROD. The material furnished shall be a compressible, non-shrinking, non-staining, non-absorbing material that is non-reactive with the joint sealant in accordance with ASTM D5249. The backer-rod material shall be 25% ± 5 % larger in diameter than the nominal width of the joint.

605-2.3 BOND BREAKING TAPES. Provide a bond breaking tape or separating material that is a flexible, non-shrinkable, non-absorbing, non-staining, and non-reacting adhesive-backed tape. The material shall have a melting point at least 5°F (3°C) greater than the pouring temperature of the sealant being used when tested in accordance with ASTM D789. The bond breaker tape shall be approximately 1/8 inch (3 mm) wider than the nominal width of the joint and shall not bond to the joint sealant.

CONSTRUCTION METHODS

605-3.1 TIME OF APPLICATION. Joints shall be sealed as soon after completion of the curing period as feasible and before the pavement is opened to traffic, including construction equipment. The pavement temperature shall be 50°F (10°C) and rising at the time of application of the poured joint sealing material. Do not apply sealant if moisture is observed in the joint.

605-3.2 EQUIPMENT. Machines, tools, and equipment used in the performance of the work required by this section shall be approved before the work is started and maintained in satisfactory condition at all times. Submit a list of proposed equipment to be used in performance of construction work including descriptive data, 14 days prior to use on the project.

a. Tractor-mounted routing tool. Provide a routing tool, used for removing old sealant from the joints, of such shape and dimensions and so mounted on the tractor that it will not damage the sides of the joints. The tool shall be designed so that it can be adjusted to remove the old material to varying depths as required. The use of V-shaped tools or rotary impact routing devices will not be permitted. Hand-operated spindle routing devices may be used to clean and enlarge random cracks.

b. Concrete saw. Provide a self-propelled power saw, with water-cooled diamond or abrasive saw blades, for cutting joints to the depths and widths specified.

c. Sandblasting equipment. The Contractor must demonstrate sandblasting equipment including the air compressor, hose, guide and nozzle size, under job conditions, before approval in accordance with paragraph 605-3.3. The Contractor shall demonstrate, in the presence of the Resident Project Representative (RPR), that the method cleans the joint and does not damage the joint.

d. Waterblasting equipment. The Contractor must demonstrate waterblasting equipment including the pumps, hose, guide and nozzle size, under job conditions, before approval in accordance with paragraph 605-3.3. The Contractor shall demonstrate, in the presence of the RPR, that the method cleans the joint and does not damage the joint.

e. Hand tools. Hand tools may be used, when approved, for removing defective sealant from a crack and repairing or cleaning the crack faces. Hand tools should be carefully evaluated for potential spalling effects prior to approval for use.

f. Hot-poured sealing equipment. The unit applicators used for heating and installing ASTM D6690 joint sealant materials shall be mobile and shall be equipped with a double-boiler, agitator-type kettle with an oil medium in the outer space for heat transfer; a direct-connected pressure-type extruding device with a nozzle shaped for inserting in the joint to be filled; positive temperature devices for controlling the temperature of the transfer oil and sealant; and a recording type thermometer for indicating the temperature of the sealant. The applicator unit shall be designed so that the sealant will circulate through the delivery hose and return to the inner kettle when not in use.

g. Cold-applied, single-component sealing equipment. The equipment for installing ASTM D5893 single component joint sealants shall consist of an extrusion pump, air compressor, following plate, hoses, and nozzle for transferring the sealant from the storage container into the joint opening. The dimension of the nozzle shall be such that the tip of the nozzle will extend into the joint to allow sealing from the bottom of the joint to the top. Maintain the initially approved equipment in good working condition, serviced in accordance with the supplier's instructions, and unaltered in any way without obtaining prior approval. Small hand-held air-powered equipment (i.e., caulking guns) may be used for small applications.

605-3.3 PREPARATION OF JOINTS. Pavement joints for application of material in this specification must be dry, clean of all scale, dirt, dust, curing compound, and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, that the method cleans the joint and does not damage the joint.

a. Sawing. All joints shall be sawed in accordance with specifications and plan details. Immediately after sawing the joint, the resulting slurry shall be completely removed from joint and adjacent area by flushing with a jet of water, and by use of other tools as necessary.

b. Sealing. Immediately before sealing, the joints shall be thoroughly cleaned of all remaining laitance, curing compound, filler, protrusions of hardened concrete, old sealant and other foreign material from the sides and upper edges of the joint space to be sealed. Cleaning shall be accomplished by sandblasting, tractor-mounted routing equipment, concrete saw, or waterblaster as specified in paragraph 605-3.2. The newly exposed concrete joint faces and the pavement surface extending a minimum of 1/2 inch (12 mm) from the joint edge shall be sandblasted clean. Sandblasting shall be accomplished in a minimum of two passes. One pass per joint face with the nozzle held at an angle directly toward the joint face and not more than 3 inches (75 mm) from it. After final cleaning and immediately prior to sealing, blow out the joints with

compressed air and leave them completely free of debris and water. The joint faces shall be surface dry when the seal is applied.

b. Backer Rod. When the joint opening is of a greater depth than indicated for the sealant depth, plug or seal off the lower portion of the joint opening using a backer rod in accordance with paragraph 605-2.2 to prevent the entrance of the sealant below the specified depth. Take care to ensure that the backer rod is placed at the specified depth and is not stretched or twisted during installation.

c. Bond-breaking tape. Where inserts or filler materials contain bitumen, or the depth of the joint opening does not allow for the use of a backup material, insert a bond-separating tape breaker in accordance with paragraph 605-2.3 to prevent incompatibility with the filler materials and three-sided adhesion of the sealant. Securely bond the tape to the bottom of the joint opening so it will not float up into the new sealant.

605-3.4 INSTALLATION OF SEALANTS. Joints shall be inspected for proper width, depth, alignment, and preparation, and shall be approved by the RPR before sealing is allowed. Sealants shall be installed in accordance with the following requirements:

Immediately preceding, but not more than 50 feet (15 m) ahead of the joint sealing operations, perform a final cleaning with compressed air. Fill the joints from the bottom up to 1/4 inch ±1/16 inch (2 mm) below the top of pavement surface; or bottom of groove for grooved pavement. Remove and discard excess or spilled sealant from the pavement by approved methods. Install the sealant in such a manner as to prevent the formation of voids and entrapped air. In no case shall gravity methods or pouring pots be used to install the sealant material. Traffic shall not be permitted over newly sealed pavement until authorized by the RPR. When a primer is recommended by the manufacturer, apply it evenly to the joint faces in accordance with the manufacturer's instructions. Check the joints frequently to ensure that the newly installed sealant is cured to a tack-free condition within the time specified.

605-3.5 INSPECTION. The Contractor shall inspect the joint sealant for proper rate of cure and set, bonding to the joint walls, cohesive separation within the sealant, reversion to liquid, entrapped air and voids. Sealants exhibiting any of these deficiencies at any time prior to the final acceptance of the project shall be removed from the joint, wasted, and replaced as specified at no additional cost to the airport.

605-3.6 CLEAN-UP. Upon completion of the project, remove all unused materials from the site and leave the pavement in a clean condition.

METHOD OF MEASUREMENT

605-4.1 Joint sealing material shall be measured by the linear foot of sealant in place, completed, and accepted as outlined in specification P-101.

BASIS OF PAYMENT

605-5.1 PAYMENT. Payment for joint sealing material will be accounted for in pay item "P-101c – Concrete Pavement Joint Removal, Repair, and Replacement". The price shall be full compensation for furnishing all materials, for all preparation, delivering, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D789	Standard Test Method for Determination of Relative Viscosity of Polyamide (PA)
ASTM D5249	Standard Specification for Backer Material for Use with Cold- and Hot-Applied Joint Sealants in Portland-Cement Concrete and Asphalt Joints
ASTM D5893	Standard Specification for Cold Applied, Single Component, Chemically Curing Silicone Joint Sealant for Portland Cement Concrete Pavements
ASTM D6690	Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt
ASTM D7116	Standard Specification for Joint Sealants, Hot Applied, Jet Fuel Resistant Types for Portland Cement Concrete Pavements

Advisory Circulars (AC)

AC 150/5340-30	Design and Installation Details for Airport Visual Aids

****END ITEM P-605****

ITEM P-620 RUNWAY AND TAXIWAY MARKING

DESCRIPTION

620-1.1 This item shall consist of the preparation and painting of numbers, markings, and stripes on the surface of runways, taxiways, and aprons, in accordance with these specifications and at the locations shown on the plans, or as directed by the Resident Project Representative (RPR). The terms "paint" and "marking material" as well as "painting" and "application of markings" are interchangeable throughout this specification.

MATERIALS

620-2.1 MATERIALS ACCEPTANCE. The Contractor shall furnish manufacturer's certified test reports, for materials shipped to the project. The certified test reports shall include a statement that the materials meet the specification requirements. This certification along with a copy of the paint manufacturer's surface preparation; marking materials, including adhesion, flow promoting and/or floatation additive; and application requirements must be submitted and approved by the Resident Project Representative (RPR) prior to the initial application of markings. The reports can be used for material acceptance or the RPR may perform verification testing. The reports shall not be interpreted as a basis for payment. The Contractor shall notify the RPR upon arrival of a shipment of materials to the site. All material shall arrive in sealed containers that are easily quantifiable for inspection by the RPR.

620-2.2 MARKING MATERIALS.

TABLE 1. MARKING MATERIALS

Paint[1]				Glass Beads[2]	
Type	**Color[3]**	**Fed Std. 595 Number**	**Application Rate Maximum**	**Type**	**Application Rate Minimum**
Waterborne, Type I	Yellow	33538 or 33655	115 ft^2/gal	Type I, Gradation A	7 lb/gal
Waterborne, Type I	White	37925	115 ft^2/gal	Type I, Gradation A	7 lb/gal
Waterborne, Type I	Black	37038	115 ft^2/gal	None	None
Temporary Waterborne, Type I	Yellow	33538 or 33655	230 ft^2/gal	None	None
Waterborne, Type I	Red	37038	115 ft2/gal	Type I, Gradation A	7 lb/gal

[1] **See paragraph 620-2.2a**

[2] **See paragraph 620-2.2b**

a. Paint. Paint shall be waterborne in accordance with the requirements of this paragraph. Paint colors shall comply with Federal Standard No. 595.

Waterborne. Paint shall meet the requirements of Federal Specification TT-P-1952F, Type I. The non-volatile portion of the vehicle for all paint types shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis.

b. Reflective media. Glass beads for white and yellow paint shall meet the requirements for Federal Specification TT-B-1325D Type I, Gradation A.

Glass beads for red and pink paint shall meet the requirements for Type I, Gradation A.

Glass beads shall be treated with all compatible coupling agents recommended by the manufacturers of the paint and reflective media to ensure adhesion and embedment.

Glass beads shall not be used in black and green paint.

Type III glass beads shall not be used in red and pink paint.

CONSTRUCTION METHODS

620-3.1 WEATHER LIMITATIONS. Painting shall only be performed when the surface is dry, and the ambient temperature and the pavement surface temperature meet the manufacturer's recommendations in accordance with paragraph 620-2.1. Painting operations shall be discontinued when the ambient or surface temperatures does not meet the manufacturer's recommendations. Markings shall not be applied when the wind speed exceeds 10 mph unless windscreens are used to shroud the material guns. Markings shall not be applied when weather conditions are forecasts to not be within the manufacturers' recommendations for application and dry time.

620-3.2 EQUIPMENT. Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type or airless type marking machine with automatic glass bead dispensers suitable for application of traffic paint. It shall produce an even and uniform film thickness and appearance of both paint and glass beads at the required coverage and shall apply markings of uniform cross-sections and clear-cut edges without running or spattering and without over spray. The marking equipment for both paint and beads shall be calibrated daily.

620-3.3 PREPARATION OF SURFACES. Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other contaminates that would reduce the bond between the paint and the pavement. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by the RPR. After the cleaning operations, sweeping, blowing, or rinsing with pressurized water shall be performed to ensure the surface is clean and free of grit or other debris left from the cleaning process.

a. Preparation of new pavement surfaces. The area to be painted shall be cleaned by broom, blower, water blasting, or by other methods approved by the RPR to remove all contaminants, including PCC curing compounds, minimizing damage to the pavement surface.

b. Preparation of pavement to remove existing markings. Existing pavement markings shall be removed by rotary grinding, water blasting, or by other methods approved by the RPR minimizing damage to the pavement surface. The removal area may need to be larger than the area of the markings to eliminate ghost markings. After removal of markings on asphalt pavements, apply a fog seal or seal coat to 'block out' the removal area to eliminate 'ghost' markings.

c. Preparation of pavement markings prior to remarking. Prior to remarking existing markings, loose existing markings must be removed minimizing damage to the pavement surface, with a method approved by the RPR. After removal, the surface shall be cleaned of all residue or debris.

Prior to the application of markings, the Contractor shall certify in writing that the surface is dry and free from dirt, grease, oil, laitance, or other foreign material that would prevent the bond of the paint to the pavement or existing markings. This certification along with a copy of the paint manufactures application and surface preparation requirements must be submitted to the RPR prior to the initial application of markings.

620-3.4 LAYOUT OF MARKINGS. The proposed markings shall be laid out in advance of the paint application. The locations of markings to receive glass beads shall be shown on the plans.

620-3.5 APPLICATION. A period of 30 days shall elapse between placement of surface course or seal coat and application of the permanent paint markings. Paint shall be applied at the locations and to the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and condition of the surface has been approved by the RPR.

The edges of the markings shall not vary from a straight line more than 1/2 inch (12 mm) in 50 feet (15 m), and marking dimensions and spacing shall be within the following tolerances:

MARKING DIMENSIONS AND SPACING TOLERANCE

Dimension and Spacing	Tolerance
36 inch (910 mm) or less	±1/2 inch (12 mm)
greater than 36 inch to 6 feet (910 mm to 1.85 m)	±1 inch (25 mm)
greater than 6 feet to 60 feet (1.85 m to 18.3 m)	±2 inch (50 mm)
greater than 60 feet (18.3 m)	±3 inch (76 mm)

The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at the rate shown in Table 1. The addition of thinner will not be permitted.

Glass beads shall be distributed upon the marked areas at the locations shown on the plans to receive glass beads immediately after application of the paint. A dispenser shall be furnished that is properly designed for attachment to the marking machine and suitable for dispensing glass beads. Glass beads shall be applied at the rate shown in Table 1. Glass beads shall not be applied to black paint or green paint. Glass beads shall adhere to the cured paint or all marking operations shall cease until corrections are made. Different bead types shall not be mixed. Regular monitoring of glass bead embedment and distribution should be performed.

620-3.6 APPLICATION--PREFORMED THERMOPLASTIC AIRPORT PAVEMENT MARKINGS.

Preformed thermoplastic pavement markings not used.

620-3.7 CONTROL STRIP. Prior to the full application of airfield markings, the Contractor shall prepare a control strip in the presence of the RPR. The Contractor shall demonstrate the surface preparation method and all striping equipment to be used on the project. The marking equipment must achieve the prescribed application rate of paint and population of glass beads (per Table 1) that are properly embedded and evenly distributed across the full width of the marking. Prior to acceptance of the control strip, markings must be evaluated during darkness to ensure a uniform appearance.

620-3.8 RETRO-REFLECTANCE. Reflectance shall be measured with a portable retro-reflectometer meeting ASTM E1710 (or equivalent). A total of 6 reading shall be taken over a 6 square foot area with 3 readings taken from each direction. The average shall be equal to or above the minimum levels of all readings which are within 30% of each other.

MINIMUM RETRO-REFLECTANCE VALUES

Material	Retro-reflectance mcd/m2/lux		
	White	Yellow	Red
Initial Type I	300	175	35
Initial Type III	600	300	35
Initial Thermoplastic	225	100	35
All materials, remark when less than1	100	75	10

1 'Prior to remarking determine if removal of contaminants on markings will restore retro-reflectance.

620-3.9 PROTECTION AND CLEANUP. After application of the markings, all markings shall be protected from damage until dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings. The Contractor shall remove from the work area all debris, waste, loose reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the RPR. The Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and federal environmental statutes and regulations.

METHOD OF MEASUREMENT

620-4.1a The quantity of markings shall be paid for shall be measured by the number of square feet of painting.

620-4.1b The quantity of temporary markings to be paid for shall be the number of square feet of performed in accordance with the specifications and accepted by the RPR. Temporary marking includes surface preparation, application and complete removal of the temporary marking.

620-4.1c The quantity of surface painted hold position signs to be paid for shall be measured per each sign installed in accordance with the specifications and accepted by the RPR.

BASIS OF PAYMENT

620-5.1a Payment shall be made at the respective contract price per square foot for permanent markings. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item. Incidentals include but are not limited to reflective media as well as surface preparations.

620-5.1b Payment for temporary markings shall be made at the contract price for the number of square feet of painting. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

620-5.1c Payment for the surface painted hold sign shall be made at contract price for each sign installed. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-620a	Temporary Pavement Markings - per square foot
Item P-620a	Permanent Pavement Markings - per square foot
Item P-620c	Install Surface Painted Hold Sign – per each

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D476	Standard Classification for Dry Pigmentary Titanium Dioxide Products
ASTM D968	Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive
ASTM D1652	Standard Test Method for Epoxy Content of Epoxy Resins
ASTM D2074	Standard Test Method for Total, Primary, Secondary, and Tertiary Amine Values of Fatty Amines by Alternative Indicator Method
ASTM D2240	Standard Test Method for Rubber Property - Durometer Hardness
ASTM D7585	Standard Practice for Evaluating Retroreflective Pavement Markings Using Portable Hand-Operated Instruments
ASTM E303	Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester
ASTM E1710	Standard Test Method for Measurement of Retroreflective Pavement Marking Materials with CEN-Prescribed Geometry Using a Portable Retroreflectometer

ASTM E2302	Standard Test Method for Measurement of the Luminance Coefficient Under Diffuse Illumination of Pavement Marking Materials Using a Portable Reflectometer
ASTM G154	Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials

Code of Federal Regulations (CFR)

40 CFR Part 60, Appendix A-7, Method 24	Determination of volatile matter content, water content, density, volume solids, and weight solids of surface coatings
29 CFR Part 1910.1200	Hazard Communication

Federal Specifications (FED SPEC)

FED SPEC TT-B-1325D	Beads (Glass Spheres) Retro-Reflective
FED SPEC TT-P-1952F	Paint, Traffic and Airfield Marking, Waterborne
FED STD 595	Colors used in Government Procurement

Commercial Item Description

A-A-2886B	Paint, Traffic, Solvent Based

Advisory Circulars (AC)

AC 150/5340-1	Standards for Airport Markings
AC 150/5320-12	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

END OF ITEM P-620

P-610 CONCRETE FOR MISCELLANEOUS STRUCTURES

DESCRIPTION

610-1.1 This item shall consist of concrete and reinforcement, as shown on the plans, prepared and constructed in accordance with these specifications. This specification shall be used for all concrete other than airfield pavement which are cast-in-place.

MATERIALS

610-2.1 GENERAL. Only approved materials, conforming to the requirements of these specifications, shall be used in the work. Materials may be subject to inspection and tests at any time during their preparation or use. The source of all materials shall be approved by the Resident Project Representative (RPR) before delivery or use in the work. Representative preliminary samples of the materials shall be submitted by the Contractor, when required, for examination and test. Materials shall be stored and handled to ensure preservation of their quality and fitness for use and shall be located to facilitate prompt inspection. All equipment for handling and transporting materials and concrete must be clean before any material or concrete is placed in them.

The use of pit-run aggregates shall not be permitted unless the pit-run aggregate has been screened and washed, and all fine and coarse aggregates stored separately and kept clean. The mixing of different aggregates from different sources in one storage stockpile or alternating batches of different aggregates shall not be permitted.

a. Reactivity. Fine aggregate and coarse aggregates to be used in all concrete shall have been tested separately within six months of the project in accordance with ASTM C1260. Test results shall be submitted to the RPR. The aggregate shall be considered innocuous if the expansion of test specimens, tested in accordance with ASTM C1260, does not exceed 0.08% at 14 days (16 days from casting). If the expansion either or both test specimen is greater than 0.08% at 14 days, but less than 0.20%, a minimum of 25% of Type F fly ash, or between 40% and 55% of slag cement shall be used in the concrete mix.

If the expansion is greater than 0.20%, the aggregates shall not be used, and test results for other aggregates must be submitted for evaluation; or aggregates that meet P-501 reactivity test requirements may be utilized.

610-2.2 COARSE AGGREGATE. The coarse aggregate for concrete shall meet the requirements of ASTM C33 and the requirements of Table 4, Class Designation 5S; and the grading requirements shown below, as required for the project.

Coarse Aggregate Grading Requirements

Maximum Aggregate Size	ASTM C33, Table 3 Grading Requirements (Size No.)
1 1/2 inch (37.5 mm)	467 or 4 and 67
1 inch (25 mm)	57
¾ inch (19 mm)	67
½ inch (12.5 mm)	7

610-2.2.1 COARSE AGGREGATE SUSCEPTIBILITY TO DURABILITY (D) CRACKING.

Coarse aggregate may only be accepted from sources that have a 20-year service history for the same gradation to be supplied with no history of D-Cracking. Aggregates that do not have a 20-year record of service free from major repairs (less than 5% of slabs replaced) in similar conditions without D-cracking shall not be used unless the material currently being produced has a durability factor greater than or equal to 95 per ASTM C666. The Contractor shall submit a current certification and test results to verify the aggregate acceptability. Test results will only be accepted from a State Department of Transportation (DOT) materials laboratory or an accredited laboratory. Certification and test results which are not dated or which are over one (1) year old or which are for different gradations will not be accepted.

Crushed granite, calcite cemented sandstone, quartzite, basalt, diabase, rhyolite or trap rock are considered to meet the D-cracking test requirements but must meet all other quality tests specified in Item P-501.

610-2.3 FINE AGGREGATE. The fine aggregate for concrete shall meet all fine aggregate requirements of ASTM C33.

610-2.4 CEMENT. Cement: ASTM C150, Types I, II, or V; ASTM C595, Types IS, IP, IL, or IT; ASTM C1157 Types GU, HS, MS, MH, or LH

610-2.5 CEMENTITIOUS MATERIALS.

a. **Fly ash.** Fly ash shall meet the requirements of ASTM C618, with the exception of loss of ignition, where the maximum shall be less than 6%. Fly ash shall have a Calcium Oxide (CaO) content of less than 15% and a total available alkali content less than 3% per ASTM C311. Fly ash produced in furnace operations using liming materials or soda ash (sodium carbonate) as an additive shall not be acceptable. The Contractor shall furnish the previous three most recent, consecutive ASTM C618 reports for each source of fly ash proposed in the concrete mix, and shall furnish each additional report as they become available during the project. The reports can be used for acceptance or the material may be tested independently by the RPR.

b. **Slag cement (ground granulated blast furnace (GGBF)).** Slag cement shall conform to ASTM C989, Grade 100 or Grade 120. Slag cement shall be used only at a rate between 25% and 55% of the total cementitious material by mass.

610-2.6 WATER. Water used in mixing or curing shall be from potable water sources. Other sources shall be tested in accordance with ASTM C1602 prior to use.

610-2.7 ADMIXTURES. The Contractor shall submit certificates indicating that the material to be furnished meets all of the requirements indicated below. In addition, the RPR may require the Contractor to submit complete test data from an approved laboratory showing that the material to be furnished meets all of the requirements of the cited specifications. Subsequent tests may be made of samples taken by the RPR from the supply of the material being furnished or proposed for use on the work to determine whether the admixture is uniform in quality with that approved.

a. **Air-entraining admixtures**. Air-entraining admixtures shall meet the requirements of ASTM C260 and shall consistently entrain the air content in the specified ranges under field conditions. The air-entrainment agent and any water reducer admixture shall be compatible.

b. **Water-reducing admixtures**. Water-reducing admixture shall meet the requirements of ASTM C494, Type A, B, or D. ASTM C494, Type F and G high range water reducing admixtures and ASTM C1017 flowable admixtures shall not be used.

c. Other chemical admixtures. The use of set retarding, and set-accelerating admixtures shall be approved by the RPR. Retarding shall meet the requirements of ASTM C494, Type A, B, or D and set-accelerating shall meet the requirements of ASTM C494, Type C. Calcium chloride and admixtures containing calcium chloride shall not be used.

610-2.8 PREMOLDED JOINT MATERIAL. Premolded joint material for expansion joints shall meet the requirements of ASTM D1752**.**

610-2.9 JOINT FILLER. The filler for joints shall meet the requirements of Item P-605, unless otherwise specified.

610-2.10 STEEL REINFORCEMENT. Reinforcing shall consist of Reinforcing Steel conforming to the requirements of ASTM A615, ASTM A706, ASTM A775, ASTM A934, as shown on the project plans.

CONSTRUCTION METHODS

610-3.1 GENERAL. The Contractor shall furnish all labor, materials, and services necessary for, and incidental to, the completion of all work as shown on the drawings and specified here. All machinery and equipment used by the Contractor on the work, shall be of sufficient size to meet the requirements of the work. All work shall be subject to the inspection and approval of the RPR.

610-3.2 CONCRETE MIXTURE. The concrete shall develop a compressive strength of 4,000 psi in 28 days as determined by test cylinders made in accordance with ASTM C31 and tested in accordance with ASTM C39. The concrete shall contain not less than 470 pounds of cementitious material per cubic yard (280 kg per cubic meter). The water cementitious ratio shall not exceed 0.45 by weight. The air content of the concrete shall be 5% +/- 1.2% as determined by ASTM C231 and shall have a slump of not more than 4 inches (100 mm) as determined by ASTM C143.

610-3.3 MIXING. Concrete may be mixed at the construction site, at a central point, or wholly or in part in truck mixers. The concrete shall be mixed and delivered in accordance with the requirements of ASTM C94 or ASTM C685.

The concrete shall be mixed only in quantities required for immediate use. Concrete shall not be mixed while the air temperature is below 40°F (4°C) without the RPRs approval. If approval is granted for mixing under such conditions, aggregates or water, or both, shall be heated and the concrete shall be placed at a temperature not less than 50°F (10°C) nor more than 100°F (38°C). The Contractor shall be held responsible for any defective work, resulting from freezing or injury in any manner during placing and curing, and shall replace such work at his expense.

Retempering of concrete by adding water or any other material is not permitted.

The rate of delivery of concrete to the job shall be sufficient to allow uninterrupted placement of the concrete.

610-3.4 FORMS. Concrete shall not be placed until all the forms and reinforcements have been inspected and approved by the RPR. Forms shall be of suitable material and shall be of the type, size, shape, quality, and strength to build the structure as shown on the plans. The forms shall be true to line and grade and shall be mortar-tight and sufficiently rigid to prevent displacement and sagging between supports. The surfaces of forms shall be smooth and free from irregularities, dents, sags, and holes. The Contractor shall be responsible for their adequacy.

The internal form ties shall be arranged so no metal will show in the concrete surface or discolor the surface when exposed to weathering when the forms are removed. All forms shall be wetted with water or with a non-staining mineral oil, which shall be applied immediately before the concrete is placed. Forms shall be constructed so they can be removed without injuring the concrete or concrete surface.

610-3.5 PLACING REINFORCEMENT. All reinforcement shall be accurately placed, as shown on the plans, and shall be firmly held in position during concrete placement. Bars shall be fastened together at intersections. The reinforcement shall be supported by approved metal chairs. Shop drawings, lists, and bending details shall be supplied by the Contractor when required.

610-3.6 EMBEDDED ITEMS. Before placing concrete, all embedded items shall be firmly and securely fastened in place as indicated. All embedded items shall be clean and free from coating, rust, scale, oil, or any foreign matter. The concrete shall be spaded and consolidated around and against embedded items. The embedding of wood shall not be allowed.

610-3.7 CONCRETE CONSISTENCY. The Contractor shall monitor the consistency of the concrete delivered to the project site; collect each batch ticket; check temperature; and perform slump tests on each truck at the project site in accordance with ASTM C143.

610-3.8 PLACING CONCRETE. All concrete shall be placed during daylight hours, unless otherwise approved. The concrete shall not be placed until the depth and condition of foundations, the adequacy of forms and falsework, and the placing of the steel reinforcing have been approved by the RPR. Concrete shall be placed as soon as practical after mixing, but in no case later than one (1) hour after water has been added to the mix. The method and manner of placing shall avoid segregation and displacement of the reinforcement. Troughs, pipes, and chutes shall be used as an aid in placing concrete when necessary. The concrete shall not be dropped from a height of more than 5 feet. Concrete shall be deposited as nearly as practical in its final position to avoid segregation due to rehandling or flowing. Do not subject concrete to procedures which cause segregation. Concrete shall be placed on clean, damp surfaces, free from running water, or on a properly consolidated soil foundation.

610-3.9 VIBRATION. Vibration shall follow the guidelines in American Concrete Institute (ACI) Committee 309R, Guide for Consolidation of Concrete.

610-3.10 JOINTS. Joints shall be constructed as indicated on the plans.

610-3.11 FINISHING. All exposed concrete surfaces shall be true, smooth, and free from open or rough areas, depressions, or projections. All concrete horizontal plane surfaces shall be brought flush to the proper elevation with the finished top surface struck-off with a straightedge and floated.

610-3.12 CURING AND PROTECTION. All concrete shall be properly cured in accordance with the recommendations in American Concrete Institute (ACI) 308R, Guide to External Curing of Concrete. The concrete shall be protected from damage until project acceptance.

610-3.13 COLD WEATHER PLACING. When concrete is placed at temperatures below 40°F (4°C), follow the cold weather concreting recommendations found in ACI 306R, Cold Weather Concreting.

610-3.14 HOT WEATHER PLACING. When concrete is placed in hot weather greater than 85ºF (30 ºC), follow the hot weather concreting recommendations found in ACI 305R, Hot Weather Concreting.

QUALITY ASSURANCE (QA)

610-4.1 QUALITY ASSURANCE SAMPLING AND TESTING. Concrete for each day's placement will be accepted on the basis of the compressive strength specified in paragraph 610-3.2. The RPR will sample the concrete in accordance with ASTM C172; test the slump in accordance with ASTM C143; test air content in accordance with ASTM C231; make and cure compressive strength specimens in accordance with ASTM C31; and test in accordance with ASTM C39. The QA testing agency will meet the requirements of ASTM C1077.

The Contractor shall provide adequate facilities for the initial curing of cylinders.

610-4.2 DEFECTIVE WORK. Any defective work that cannot be satisfactorily repaired as determined by the RPR, shall be removed and replaced at the Contractor's expense. Defective work includes, but is not limited to, uneven dimensions, honeycombing and other voids on the surface or edges of the concrete.

METHOD OF MEASUREMENT

610-5.1 Four-Foot Wide Concrete Trickle Channel shall be measured by the linear foot, complete in place and accepted.

610-5.2 Aircraft tiedown anchors shall be measured by the unit of each, complete in place.

BASIS OF PAYMENT

610-6.1 Payment will be made at the contract unit price for concrete I complete in place and accepted. This price shall be full compensation for furnishing all materials and for preparation, excavation, placement of the steel and concrete, clean-up and disposal of excavated material, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Item P-610a Install 4-Foot Concrete Trickle Channel – per linear foot

Item P-610b Install New Aircraft Tiedown Anchors, Complete – per each

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM A184	Standard Specification for Welded Deformed Steel Bar Mats for Concrete Reinforcement
ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
ASTM A704	Standard Specification for Welded Steel Plain Bar or Rod Mats for Concrete Reinforcement

ASTM A706	Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement
ASTM A775	Standard Specification for Epoxy-Coated Steel Reinforcing Bars
ASTM A884	Standard Specification for Epoxy-Coated Steel Wire and Welded Wire Reinforcement
ASTM A934	Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars
ASTM A1064	Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete
ASTM C31	Standard Practice for Making and Curing Concrete Test Specimens in the Field
ASTM C33	Standard Specification for Concrete Aggregates
ASTM C39	Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
ASTM C94	Standard Specification for Ready-Mixed Concrete
ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM C114	Standard Test Methods for Chemical Analysis of Hydraulic Cement
ASTM C136	Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
ASTM C143	Standard Test Method for Slump of Hydraulic-Cement Concrete
ASTM C150	Standard Specification for Portland Cement
ASTM C171	Standard Specification for Sheet Materials for Curing Concrete
ASTM C172	Standard Practice for Sampling Freshly Mixed Concrete
ASTM C231	Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C260	Standard Specification for Air-Entraining Admixtures for Concrete
ASTM C309	Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete
ASTM C311	Standard Test Methods for Sampling and Testing Fly Ash or Natural Pozzolans for Use in Portland-Cement Concrete
ASTM C494	Standard Specification for Chemical Admixtures for Concrete

ASTM C618	Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
ASTM C666	Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing
ASTM C685	Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing
ASTM C989	Standard Specification for Slag Cement for Use in Concrete and Mortars
ASTM C1017	Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete
ASTM C1077	Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation
ASTM C1157	Standard Performance Specification for Hydraulic Cement
ASTM C1260	Standard Test Method for Potential Alkali Reactivity of Aggregates (Mortar-Bar Method)
ASTM C1365	Standard Test Method for Determination of the Proportion of Phases in Portland Cement and Portland-Cement Clinker Using X-Ray Powder Diffraction Analysis
ASTM C1602	Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete
ASTM D1751	Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Asphalt Types)
ASTM D1752	Standard Specification for Preformed Sponge Rubber Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction

American Concrete Institute (ACI)

ACI 305R	Hot Weather Concreting
ACI 306R	Cold Weather Concreting
ACI 308R	Guide to External Curing of Concrete
ACI 309R	Guide for Consolidation of Concrete

****END OF ITEM P-610****

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ITEM T-901 SEEDING

DESCRIPTION

901-1.1 This item shall consist of soil preparation, seeding , fertilizing and hydromulching the areas shown on the plans or as directed by the RPR in accordance with these specifications.

MATERIALS

901-2.1 SEED. The species and application rates of grass, legume, and cover-crop seed furnished shall be those stipulated herein. Seed shall conform to the requirements of Federal Specification JJJ-S-181, Federal Specification, Seeds, Agricultural.

Seed shall be furnished separately or in mixtures in standard containers labeled in conformance with the Agricultural Marketing Service (AMS) Seed Act and applicable state seed laws with the seed name, lot number, net weight, percentages of purity and of germination and hard seed, and percentage of maximum weed seed content clearly marked for each kind of seed. The Contractor shall furnish the RPR duplicate signed copies of a statement by the vendor certifying that each lot of seed has been tested by a recognized laboratory for seed testing within six (6) months of date of delivery. This statement shall include: name and address of laboratory, date of test, lot number for each kind of seed, and the results of tests as to name, percentages of purity and of germination, and percentage of weed content for each kind of seed furnished, and, in case of a mixture, the proportions of each kind of seed. Wet, moldy, or otherwise damaged seed will be rejected.

Seeds shall be applied as follows:

Seed Properties and Rate of Application

Seed	Percent by Seed #	Rate of Application lb/acre
Ephraim Crested Wheatgrass	30	12.0
Sheep Fescue	25	10.0
Perennial Rye	20	8.0
Chewings Fescue	15	6.0
Kentucky Bluegrass	10	4.0
TOTAL	100	40.0

Seeding shall be performed during the period between Spring thaw and June 1st, and between September 1st and October 15th, when the soil is not frozen, unless otherwise approved by the RPR.

901-2.2 LIME. Not required.

901-2.3 FERTILIZER. Fertilizer shall be standard commercial fertilizers supplied separately or in mixtures containing the percentages of total nitrogen, available phosphoric acid, and water-soluble potash. They shall be applied at the rate and to the depth specified, and shall meet the requirements of applicable state laws. They shall be furnished in standard containers with name, weight, and guaranteed analysis of contents clearly marked thereon. No cyanamide compounds or hydrated lime shall be permitted in mixed fertilizers.

The fertilizers may be supplied in one of the following forms:

a. A dry, free-flowing fertilizer suitable for application by a common fertilizer spreader;

b. A finely-ground fertilizer soluble in water, suitable for application by power sprayers; or

c. A granular or pellet form suitable for application by blower equipment.

Fertilizers shall be **Sustane 3-7-2** commercial fertilizer or an approved equal and shall be spread at the rate of 350 pounds per acre.

901-2.4 SOIL FOR REPAIRS. The soil for fill and topsoiling of areas to be repaired shall be at least of equal quality to that which exists in areas adjacent to the area to be repaired. The soil shall be relatively free from large stones, roots, stumps, or other materials that will interfere with subsequent sowing of seed, compacting, and establishing turf, and shall be approved by the RPR before being placed.

901-2.5 HYDROMULCH. The material for hydromulch shall be a virgin wood cellulose fiber that is thermally produced, air dried and conforming to the following:

Percent Moisture Content	10 + 3 percent
Percent Organic Matter	99.3% + .2%
Percent Ash Content	0.7 + 0.2 percent
pH Range	4.9 + 0.5
Percent Water Holding Capacity	1200-1600 grams H2O per 100 grams fiber
Water Soluble Dye	Green

901-2.6 TACKIFIER. Inorganic tackifier and asphaltic materials will not be permitted. The organic tackifier shall be a free-flowing, noncorrosive powder produced from natural plant gum of Plantago Insulares (Desert Indian Wheat) applied as recommended by the manufacturer.

901-2.7 SUBMITTALS. Material submittals are required on seed, mulch, fertilizer, and tackifier. No material shall be ordered until the Engineer has received and approved the material submittals.

CONSTRUCTION METHODS

901-3.1 ADVANCE PREPARATION AND CLEANUP. After grading of areas has been completed and before applying fertilizer and ground limestone, areas to be seeded shall be raked or otherwise cleared of stones larger than 2 inches (50 mm) in any diameter, sticks, stumps, and other debris that might interfere with sowing of seed, growth of grasses, or subsequent maintenance of grass-covered areas. If any damage by erosion or other causes has occurred after the completion of grading and before beginning the application of fertilizer and ground limestone, the Contractor shall repair such damage include filling gullies, smoothing irregularities, and repairing other incidental damage.

An area to be seeded shall be considered a satisfactory seedbed without additional treatment if it has recently been thoroughly loosened and worked to a depth of not less than 5 inches (125 mm) as a result of grading operations and, if immediately prior to seeding, the top 3 inches (75 mm) of soil is loose, friable, reasonably free from large clods, rocks, large roots, or other undesirable matter, and if shaped to the required grade.

When the area to be seeded is sparsely sodded, weedy, barren and unworked, or packed and hard, any grass and weeds shall first be cut or otherwise satisfactorily disposed of, and the soil then scarified or otherwise loosened to a depth not less than 5 inches (125 mm). Clods shall be broken and the top 3 inches (75 mm) of soil shall be worked into a satisfactory seedbed by discing, or by use of cultipackers, rollers, drags, harrows, or other appropriate means.

901-3.2 DRY APPLICATION METHOD.

a. Liming. Not required.

b. Fertilizing. Following advance preparations and cleanup fertilizer shall be uniformly spread at the rate that will provide not less than the minimum quantity stated in paragraph 901-2.3.

c. Seeding. Grass seed shall be sown at the rate specified in paragraph 901-2.1 immediately after fertilizing. The fertilizer and seed shall be raked within the depth range stated in the special provisions. Seeds of legumes, either alone or in mixtures, shall be inoculated before mixing or sowing, in accordance with the instructions of the manufacturer of the inoculant. When seeding is required at other than the seasons shown on the plans or in the special provisions, a cover crop shall be sown by the same methods required for grass and legume seeding.

d. Rolling. After the seed has been properly covered, the seedbed shall be immediately compacted by means of an approved lawn roller, weighing 40 to 65 pounds per foot (60 to 97 kg per meter) of width for clay soil (or any soil having a tendency to pack), and weighing 150 to 200 pounds per foot (223 to 298 kg per meter) of width for sandy or light soils.

901-3.3 WET APPLICATION METHOD.

a. General. The Contractor may elect to apply seed and fertilizer (and lime, if required) by spraying them on the previously prepared seedbed in the form of an aqueous mixture and by using the methods and equipment described herein. The rates of application shall be as specified in the special provisions.

b. Spraying equipment. The spraying equipment shall have a container or water tank equipped with a liquid level gauge calibrated to read in increments not larger than 50 gallons (190 liters) over the entire range of the tank capacity, mounted so as to be visible to the nozzle operator. The container or tank shall also be equipped with a mechanical power-driven agitator capable of keeping all the solids in the mixture in complete suspension at all times until used.

The unit shall also be equipped with a pressure pump capable of delivering 100 gallons (380 liters) per minute at a pressure of 100 lb / sq inches (690 kPa). The pump shall be mounted in a line that will recirculate the mixture through the tank whenever it is not being sprayed from the nozzle. All pump passages and pipe lines shall be capable of providing clearance for 5/8 inch (16 mm) solids. The power unit for the pump and agitator shall have controls mounted so as to be accessible to the nozzle operator. There shall be an indicating pressure gauge connected and mounted immediately at the back of the nozzle.

The nozzle pipe shall be mounted on an elevated supporting stand in such a manner that it can be rotated through 360 degrees horizontally and inclined vertically from at least 20 degrees below to at least 60 degrees above the horizontal. There shall be a quick-acting, three-way control valve connecting the recirculating line to the nozzle pipe and mounted so that the nozzle operator can control and regulate the amount of flow of mixture delivered to the nozzle. At least three different types of nozzles shall be supplied so that mixtures may be properly sprayed over distance varying from 20 to 100 feet (6 to 30 m). One shall be a close-range ribbon nozzle, one a medium-range ribbon nozzle, and one a long-range jet nozzle. For case of removal and cleaning, all nozzles shall be connected to the nozzle pipe by means of quick-release couplings.

In order to reach areas inaccessible to the regular equipment, an extension hose at least 50 feet (15 m) in length shall be provided to which the nozzles may be connected.

c. Mixtures. Lime, if required, shall be applied separately, in the quantity specified, prior to the fertilizing and seeding operations. Not more than 220 pounds (100 kg) of lime shall be added to

and mixed with each 100 gallons (380 liters) of water. Seed and fertilizer shall be mixed together in the relative proportions specified, but not more than a total of 220 pounds (100 kg) of these combined solids shall be added to and mixed with each 100 gallons (380 liters) of water.

All water used shall be obtained from fresh water sources and shall be free from injurious chemicals and other toxic substances harmful to plant life. The Contractor shall identify to the RPR all sources of water at least two (2) weeks prior to use. The RPR may take samples of the water at the source or from the tank at any time and have a laboratory test the samples for chemical and saline content. The Contractor shall not use any water from any source that is disapproved by the RPR following such tests.

All mixtures shall be constantly agitated from the time they are mixed until they are finally applied to the seedbed. All such mixtures shall be used within two (2) hours from the time they were mixed or they shall be wasted and disposed of at approved locations.

d. Spraying. Lime, if required, shall be sprayed only upon previously prepared seedbeds. After the applied lime mixture has dried, the lime shall be worked into the top 3 inches (75 mm), after which the seedbed shall again be properly graded and dressed to a smooth finish.

Mixtures of seed and fertilizer shall only be sprayed upon previously prepared seedbeds on which the lime, if required, shall already have been worked in. The mixtures shall be applied by means of a high-pressure spray that shall always be directed upward into the air so that the mixtures will fall to the ground like rain in a uniform spray. Nozzles or sprays shall never be directed toward the ground in such a manner as might produce erosion or runoff.

Particular care shall be exercised to ensure that the application is made uniformly and at the prescribed rate and to guard against misses and overlapped areas. Proper predetermined quantities of the mixture in accordance with specifications shall be used to cover specified sections of known area.

Checks on the rate and uniformity of application may be made by observing the degree of wetting of the ground or by distributing test sheets of paper or pans over the area at intervals and observing the quantity of material deposited thereon.

On surfaces that are to be mulched as indicated by the plans or designated by the RPR, seed and fertilizer applied by the spray method need not be raked into the soil or rolled. However, on surfaces on which mulch is not to be used, the raking and rolling operations will be required after the soil has dried.

901-3.4 MAINTENANCE OF SEEDED AREAS. The Contractor shall protect seeded areas against traffic or other use by warning signs or barricades, as approved by the RPR. Surfaces gullied or otherwise damaged following seeding shall be repaired by regrading and reseeding as directed. The Contractor shall mow, water as directed, and otherwise maintain seeded areas in a satisfactory condition until final inspection and acceptance of the work.

When either the dry or wet application method outlined above is used for work done out of season, it will be required that the Contractor establish a good stand of grass of uniform color and density to the satisfaction of the RPR. A grass stand shall be considered adequate when bare spots are one square foot (0.01 sq m) or less, randomly dispersed, and do not exceed 3% of the area seeded.

METHOD OF MEASUREMENT

901-4.1 The quantity of seeding to be paid for shall be the number of units acre measured on the ground surface, completed and accepted. Hydromulch, blankets, fiber matrix mulches, soil amendments, tackifier, and fertilizer will not be measured separately and shall be considered incidental to seeding.

BASIS OF PAYMENT

901-5.1 Payment shall be made at the contract unit price per acre or fraction thereof, which price and payment shall be full compensation for furnishing and placing all material, including hydromulch, fiber matrix mulches, blankets, soil amendments, fertilizer, tackifier, and for all labor, equipment, tools, and incidentals necessary to complete the work prescribed in this item.

Payment will be made under:

Item T-901a	Seeding with Hydromulch - per acre

REFER TO APPENDIX P FOR ITEM DESCRIPTIONS

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C602	Standard Specification for Agricultural Liming Materials

Federal Specifications (FED SPEC)

FED SPEC	JJJ-S-181, Federal Specification, Seeds, Agricultural

Advisory Circulars (AC)

AC 150/5200-33	Hazardous Wildlife Attractants on or Near Airports

FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

****END OF ITEM T-901****

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ITEM D-701 PIPE FOR STORM DRAINS AND CULVERTS

DESCRIPTION

701-1.1 This item shall consist of the construction of pipe culverts and storm drains in accordance with these specifications and in reasonably close conformity with the lines and grades shown on the plans.

MATERIALS

701-2.1 Materials shall meet the requirements shown on the plans and specified below. Underground piping and components used in drainage systems for terminal and aircraft fueling ramp drainage shall be noncombustible and inert to fuel in accordance with National Fire Protection Association (NFPA) 415.

701-2.2 PIPE. The pipe shall be of the type called for on the plans or in the proposal and shall be in accordance with the following appropriate requirements:

AASHTO M167	Standard Specification for Corrugated Steel Structural Plate, Zinc-Coated, for Field-Bolted Pipe, Pipe-Arches, and Arches
AASHTO R73	Standard Practice for Evaluation of Precast Concrete Drainage Productions
ASTM C76	Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
ASTM C506	Standard Specification for Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe
ASTM C507	Standard Specification for Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe
ASTM C1433	Standard Specification for Precast Reinforced Concrete Monolithic Box Sections for Culverts, Storm Drains, and Sewers
ASTM C1479	Standard Practice for Installation of Precast Concrete Sewer, Storm Drain, and Culvert Pipe Using Standard Installations
ASTM C1577	Standard Specification for Precast Reinforced Concrete Monolithic Box Sections for Culverts, Storm Drains, and Sewers Designed According to AASHTO LRFD
ASTM C1786	Standard Specification for Segmental Precast Reinforced Concrete Box Sections for Culverts, Storm Drains, and Sewers Designed According to AASHTO LRFD
ASTM C1840	Standard Practice for Inspection and Acceptance of Installed Reinforced Concrete Culvert, Storm Drain, and Storm Sewer Pipe

701-2.3 CONCRETE. Not used.

701-2.4 RUBBER GASKETS. Rubber gaskets for rigid pipe shall conform to the requirements of ASTM C443.

701-2.5 JOINT MORTAR. Pipe joint mortar shall consist of one part Portland cement and two parts sand. The Portland cement shall conform to the requirements of ASTM C150, Type I. The sand shall conform to the requirements of ASTM C144.

701-2.6 JOINT FILLERS. Poured filler for joints shall conform to the requirements of ASTM D6690

701-2.7 PLASTIC GASKETS. Plastic gaskets shall conform to the requirements of ASTM C990.

701-2.8. CONTROLLED LOW-STRENGTH MATERIAL (CLSM). Controlled low-strength material shall conform to the requirements of Item P-153. When CLSM is used, all joints shall have gaskets.

701-2.9 PRECAST BOX CULVERTS. Manufactured in accordance with and conforming to ASTM C1433.

701-2.10 PRECAST CONCRETE PIPE. Precast concrete structures shall be furnished by a plant meeting National Precast Concrete Association Plant Certification Program or American Concrete Pipe Association QCast Plant Certification program.

CONSTRUCTION METHODS

701-3.1 EXCAVATION. The width of the pipe trench shall be sufficient to permit satisfactory jointing of the pipe and thorough tamping of the bedding material under and around the pipe, but it shall not be less than the external diameter of the pipe plus 12 inches (300 mm) on each side. The trench walls shall be approximately vertical.

The Contractor shall comply with all current federal, state and local rules and regulations governing the safety of men and materials during the excavation, installation and backfilling operations. Specifically, the Contractor shall observe that all requirements of the Occupational Safety and Health Administration (OSHA) relating to excavations, trenching and shoring are strictly adhered to. The width of the trench shall be sufficient to permit satisfactorily jointing of the pipe and thorough compaction of the bedding material under the pipe and backfill material around the pipe, but it shall not be greater than the widths shown on the plans trench detail.

Where rock, hardpan, or other unyielding material is encountered, the Contractor shall remove it from below the foundation grade for a depth of at least 8 inch (200 mm) or 1/2 inch (12 mm) for each foot of fill over the top of the pipe (whichever is greater) but for no more than three-quarters of the nominal diameter of the pipe. The excavation below grade should be filled with granular material to form a uniform foundation.

Where a firm foundation is not encountered at the grade established, due to soft, spongy, or other unstable soil, the unstable soil shall be removed and replaced with approved granular material for the full trench width. The RPR shall determine the depth of removal necessary. The granular material shall be compacted to provide adequate support for the pipe.

The excavation for pipes placed in embankment fill shall not be made until the embankment has been completed to a height above the top of the pipe as shown on the plans.

701-3.2 BEDDING. The bedding surface for the pipe shall provide a foundation of uniform density to support the pipe throughout its entire length.

a. Rigid pipe. The pipe bedding shall be constructed uniformly for the full length of the pipe barrel, as required on the plans. The maximum aggregate size shall be 1 in when the bedding thickness is less than 6 inches, and 1-1/2 in when the bedding thickness is greater than 6 inches. Bedding shall be loosely placed uncompacted material under the middle third of the pipe prior to placement of the pipe.

b. Flexible pipe. For flexible pipe, the bed shall be roughly shaped to fit the pipe, and a bedding blanket of sand or fine granular material shall be provided as follows:

Flexible Pipe Bedding

Pipe Corrugation Depth		Minimum Bedding Depth	
inch	**mm**	**inch**	**mm**
1/2	12	1	25
1	25	2	50
2	50	3	75
2-1/2	60	3-1/2	90

c. Other pipe materials. For PVC, polyethylene, polypropylene, or fiberglass pipe, the bedding material shall consist of coarse sands and gravels with a maximum particle size of 3/4 inches (19 mm). For pipes installed under paved areas, no more than 12% of the material shall pass the No. 200 (0.075 mm) sieve. For all other areas, no more than 50% of the material shall pass the No. 200 (0.075 mm) sieve. The bedding shall have a thickness of at least 6 inches (150 mm) below the bottom of the pipe and extend up around the pipe for a depth of not less than 50% of the pipe's vertical outside diameter.

701-3.3 LAYING PIPE. The pipe laying shall begin at the lowest point of the trench and proceed upgrade. The lower segment of the pipe shall be in contact with the bedding throughout its full length. Bell or groove ends of rigid pipes and outside circumferential laps of flexible pipes shall be placed facing upgrade.

Paved or partially lined pipe shall be placed so that the longitudinal center line of the paved segment coincides with the flow line.

Elliptical and elliptically reinforced concrete pipes shall be placed with the manufacturer's reference lines designating the top of the pipe within five degrees of a vertical plane through the longitudinal axis of the pipe.

701-3.4 JOINING PIPE. Joints shall be made with (1) cement mortar, (2) cement grout, (3) rubber gaskets, (4) plastic gaskets, (5) coupling bands.

Mortar joints shall be made with an excess of mortar to form a continuous bead around the outside of the pipe and shall be finished smooth on the inside. Molds or runners shall be used for grouted joints to retain the poured grout. Rubber ring gaskets shall be installed to form a flexible watertight seal.

a. Concrete pipe. Concrete pipe may be either bell and spigot or tongue and groove. Pipe sections at joints shall be fully seated and the inner surfaces flush and even. Concrete pipe joints shall be sealed with butyl mastic meeting ASTM C990 or mortar when soil tight joints are required. Joints shall be thoroughly wetted before applying mortar or grout.

b. Metal pipe. Metal pipe shall be firmly joined by form-fitting bands conforming to the requirements of ASTM A760 for steel pipe and AASHTO M196 for aluminum pipe.

c. PVC, Polyethylene, or Polypropylene pipe. Joints for PVC, Polyethylene, or Polypropylene pipe shall conform to the requirements of ASTM D3212 when leak resistant joints are required. Joints for PVC and Polyethylene pipe shall conform to the requirements of AASHTO M304 when soil tight joints are required. Fittings for polyethylene pipe shall conform to the requirements of AASHTO M252 or ASTM M294. Fittings for polypropylene pipe shall conform to ASTM F2881, ASTM F2736, or ASTM F2764.

d. Fiberglass pipe. Joints and fittings shall be as detailed on the plans and in accordance with the manufacturers recommendations. Joints shall meet the requirements of ASTM D4161 for flexible elastomeric seals

701-3.5 EMBEDMENT AND OVERFILL. Pipes shall be inspected before any fill material is placed; any pipes found to be out of alignment, unduly settled, or damaged shall be removed and re-laid or replaced at the Contractor's expense.

701-3.5-1 EMBEDMENT MATERIAL REQUIREMENTS

a. Concrete Pipe. Embedment material and compaction requirements shall be in accordance with the applicable Type of Standard Installation (Types 1, 2, 3, or 4) per ASTM C1479. If a concrete cradle or CLSM embedment material is used, it shall conform to the plan details.

b. Plastic and fiberglass Pipe. Embedment material shall meet the requirements of ASTM D3282, A-1, A-2-4, A-2-5, or A-3. Embedment material shall be free of organic material, stones larger than 1.5 inches in the greatest dimension, or frozen lumps. Embedment material shall extend to 12 inches above the top of the pipe.

c. Metal Pipe. Embedment material shall be granular as specified in the contract document and specifications, and shall be free of organic material, rock fragments larger than 1.5 inches in the greatest dimension and frozen lumps. As a minimum, backfill materials shall meet the requirements of ASTM D3282, A-1, A-2, or A-3. Embedment material shall extend to 12 inches above the top of the pipe.

701-3.5-2 PLACEMENT OF EMBEDMENT MATERIAL

The embedment material shall be compacted in layers not exceeding 6 inches (150 mm) on each side of the pipe and shall be brought up one foot (30 cm) above the top of the pipe or to natural ground level, whichever is greater. Thoroughly compact the embedment material under the haunches of the pipe without displacing the pipe. Material shall be brought up evenly on each side of the pipe for the full length of the pipe.

When the top of the pipe is above the top of the trench, the embedment material shall be compacted in layers not exceeding 6 inches (150 mm) and shall be brought up evenly on each side of the pipe to one foot (30 cm)

above the top of the pipe. All embedment material shall be compacted to a density required under Item P-152.

Concrete cradles and flowable fills, such as controlled low strength material (CLSM) or controlled density fill (CDF), may be used for embedment provided adequate flotation resistance can be achieved by restraints, weighing, or placement technique.

It shall be the Contractor's responsibility to protect installed pipes and culverts from damage due to construction equipment operations. The Contractor shall be responsible for installation of any extra strutting or backfill required to protect pipes from the construction equipment.

701-3.6 OVERFILL

Pipes shall be inspected before any overfill is in place. Any pipes found to be out of alignment, unduly settled, or damaged shall be removed and re-laid or replaced at the Contractor's expense. Evaluation of any damage to RCP shall be evaluated based on AASHTO R73.

Overfill material shall be place and compacted in layers as required to achieve compaction to at least 95 percent standard proctor per ASTM D1557. The soil shall contain no debris, organic matter, frozen material, or stones with a diameter greater than one half the thickness of the compacted layers being placed.

701-3.7 INSPECTION REQUIREMENTS

An initial post installation inspection shall be performed by the RPR no sooner than 30 days after completion of installation and final backfill. Clean or flush all lines prior to inspection.

Use a camera with lighting suitable to allow a clear picture of the entire periphery of the pipe interior. Center the camera in the pipe both vertically and horizontally and be able to pan and tilt to a 90 degree angle with the axis of the pipe rotating 360 degrees. Use equipment to move the camera through the pipe that will not obstruct the camera's view or interfere with proper documentation of the pipe's condition. The video image shall be clear, focused, and relatively free from roll, static, or other image distortion qualities that would prevent the reviewer from evaluating the condition of the pipe.

For pipe sizes larger than 48 inches, a walk-through visual inspection shall be performed.

Incorporate specific inspection requirements for the various types of pipes beneath the general inspection requirements.

Reinforced concrete pipe shall be inspected, evaluated, and reported on in accordance with ASTM C1840, "Standard Practice for Inspection and Acceptance of Installed Reinforced Concrete Culvert, Storm Drain, and Storm Sewer Pipe." Any issues reported shall include still photo and video documentation. The zoom ratio shall be provided for all still or video images that document any issues of concern by the inspection firm.

Flexible pipes shall be inspected for rips, tears, joint separations, soil migration, cracks, localized buckling, settlement, alignment, and deflection.

METHOD OF MEASUREMENT

701-4.1 The length of pipe shall be measured in linear feet (m) of pipe in place, completed, and accepted. It shall be measured along the centerline of the pipe from end or inside face of structure to the end or inside face of structure, whichever is applicable. The 30-Inch RCP, Class V shall be measured separately. All fittings shall be included in the footage as typical pipe sections in the pipe being measured.

701-4.2. Connections to existing structures shall be measured by each connection to an existing structure and includes but not limited to coring of the existing structure, and placement of concrete utilized as a cradle at the connection or otherwise.

BASIS OF PAYMENT

701-5.0 These prices shall fully compensate the Contractor for furnishing all materials and for all preparation, excavation, and installation of these materials; and for all labor, equipment, tools, and incidentals necessary to complete the item.

701-5.1 Payment will be made at the contract unit price per linear foot for 30-Inch RCP, Class V.

701-5.2 Payment will be made at the contract unit price per unit for Payment will be made at the contract unit price per each for connection to an existing storm structure.

Payment will be made under:

Item D-701a	Install 30-Inch RCP, Class V - per linear foot
Item D-701b	Connection to Existing Storm Inlet Structure.- per each

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO M167	Standard Specification for Corrugated Steel Structural Plate, Zinc-Coated, for Field-Bolted Pipe, Pipe-Arches, and Arches
AASHTO M190	Standard Specification for Bituminous-Coated Corrugated Metal Culvert Pipe and Pipe Arches
AASHTO M196	Standard Specification for Corrugated Aluminum Pipe for Sewers and Drains
AASHTO M219	Standard Specification for Corrugated Aluminum Alloy Structural Plate for Field-Bolted Pipe, Pipe-Arches, and Arches
AASHTO M243	Standard Specification for Field Applied Coating of Corrugated Metal Structural Plate for Pipe, Pipe-Arches, and Arches
AASHTO M252	Standard Specification for Corrugated Polyethylene Drainage Pipe
AASHTO M294	Standard Specification for Corrugated Polyethylene Pipe, 300- to 1500-mm (12- to 60-in.) Diameter
AASHTO M304	Standard Specification for Poly (Vinyl Chloride) (PVC) Profile Wall Drain Pipe and Fittings Based on Controlled Inside Diameter
AASHTO MP20	Standard Specification for Steel Reinforced Polyethylene (PE) Ribbed Pipe, 300- to 900-mm (12- to 36-in.) Diameter

ASTM International (ASTM)

ASTM A760	Standard Specification for Corrugated Steel Pipe, Metallic Coated for Sewers and Drains
ASTM A761	Standard Specification for Corrugated Steel Structural Plate, Zinc Coated, for Field-Bolted Pipe, Pipe-Arches, and Arches
ASTM A762	Standard Specification for Corrugated Steel Pipe, Polymer Precoated for Sewers and Drains
ASTM A849	Standard Specification for Post-Applied Coatings, Pavings, and Linings for Corrugated Steel Sewer and Drainage Pipe
ASTM B745	Standard Specification for Corrugated Aluminum Pipe for Sewers and Drains
ASTM C14	Standard Specification for Nonreinforced Concrete Sewer, Storm Drain, and Culvert Pipe
ASTM C76	Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
ASTM C94	Standard Specification for Ready Mixed Concrete
ASTM C144	Standard Specification for Aggregate for Masonry Mortar
ASTM C150	Standard Specification for Portland Cement
ASTM C443	Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets
ASTM C506	Standard Specification for Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe
ASTM C507	Standard Specification for Reinforced Concrete Elliptical Culvert, Storm Drain and Sewer Pipe
ASTM C655	Standard Specification for Reinforced Concrete D-Load Culvert, Storm Drain and Sewer Pipe
ASTM C990	Standard Specification for Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants
ASTM C1433	Standard Specification for Precast Reinforced Concrete Monolithic Box Sections for Culverts, Storm Drains, and Sewers
ASTM D1056	Standard Specification for Flexible Cellular Materials Sponge or Expanded Rubber
ASTM D3034	Standard Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings
ASTM D3212	Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals
ASTM D3262	Standard Specification for "Fiberglass" (Glass-Fiber Reinforced Thermosetting Resin) Sewer Pipe
ASTM D3282	Standard Practice for Classification of Soils and Soil-Aggregate Mixtures for Highway Construction Purposes

ASTM D4161	Standard Specification for "Fiberglass" (Glass-Fiber Reinforced Thermosetting Resin) Pipe Joints Using Flexible Elastomeric Seals
ASTM D6690	Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements
ASTM F477	Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe
ASTM F667	Standard Specification for 3 through 24 in. Corrugated Polyethylene Pipe and Fittings
ASTM F714	Standard Specification for Polyethylene (PE) Plastic Pipe (DR PR) Based on Outside Diameter
ASTM F794	Standard Specification for Poly (Vinyl Chloride) (PVC) Profile Gravity Sewer Pipe & Fittings Based on Controlled Inside Diameter
ASTM F894	Standard Specification for Polyethylene (PE) Large Diameter Profile Wall Sewer and Drain Pipe
ASTM F949	Standard Specification for Poly (Vinyl Chloride) (PVC) Corrugated Sewer Pipe with a Smooth Interior and Fittings
ASTM F2435	Standard Specification for Steel Reinforced Polyethylene (PE) Corrugated Pipe
ASTM F2562	Specification for Steel Reinforced Thermoplastic Ribbed Pipe and Fittings for Non-Pressure Drainage and Sewerage
ASTM F2736	Standard Specification for 6 to 30 in. (152 to 762 mm) Polypropylene (PP) Corrugated Single Wall Pipe and Double Wall Pipe
ASTM F2764	Standard Specification for 30 to 60 in. (750 to 1500 mm) Polypropylene (PP) Triple Wall Pipe and Fittings for Non-Pressure Sanitary Sewer Applications
ASTM F2881	Standard Specification for 12 to 60 in. (300 to 1500 mm) Polypropylene (PP) Dual Wall Pipe and Fittings for Non-Pressure Storm Sewer Applications

National Fire Protection Association (NFPA)

NFPA 415	Standard on Airport Terminal Buildings, Fueling Ramp Drainage, and Loading Walkways

END ITEM D-701

ITEM D-705 PIPE UNDERDRAINS FOR AIRPORTS

DESCRIPTION

705-1.1 This item shall consist of the construction of pipe drains in accordance with these specifications and in reasonably close conformity with the lines and grades shown on the plans.

MATERIALS

705-2.1 GENERAL. Materials shall meet the requirements shown on the plans and specified below.

705-2.2 PIPE. The pipe shall be of the type called for on the plans or in the proposal and shall be in accordance with the following appropriate requirements.

AASHTO M252	Standard Specification for Corrugated Polyethylene Drainage Pipe, (Dual Walled Type S and/or SP).
AASHTO M294	Standard Specification for Corrugated Polyethylene Pipe, 300- to 1500-mm (12- to 60-in.) Diameter
AASHTO M304	Standard Specification for Poly (Vinyl Chloride) (PVC) Profile Wall Drain Pipe and Fittings Based on Controlled Inside Diameter
ASTM F758	Standard Specification for Smooth-Wall Poly (Vinyl Chloride) (PVC) Plastic Underdrain Systems for Highway, Airport, and Similar Drainage
ASTM F794	Standard Specification for Poly (Vinyl Chloride) (PVC) Profile Gravity Sewer Pipe & Fittings Based on Controlled Inside Diameter
ASTM F949	Standard Specification for Poly (Vinyl Chloride) (PVC) Corrugated Sewer Pipe with a Smooth Interior and Fittings

705-2.3 JOINT MORTAR. Pipe joint mortar shall consist of one part by volume of Portland cement and two parts sand. The Portland cement shall conform to the requirements of ASTM C150, Type I. The sand shall conform to the requirements of ASTM C144.

705-2.4 ELASTOMERIC SEALS. Elastomeric seals shall conform to the requirements of ASTM F477.

705-2.5 POROUS BACKFILL. Porous backfill shall be free of clay, humus, or other objectionable matter, and shall conform to the gradation in Table 1 when tested in accordance with ASTM C136.

Table 1. Gradation of Porous Backfill

Sieve Designation (square openings)	Percentage by Weight Passing Sieves
	Porous Material No.
1-1/2 inch (37.5 mm)	**100**
1 inch (25.0 mm)	**90 - 100**
3/8 inch (9.5 mm)	**25 - 60**
No. 4 (4.75 mm)	**5 - 40**
No. 8 (2.36 mm)	**0 - 20**
No. 16 (1.18 mm)	
No. 50 (300 μm)	
No. 100 (150 μm)	

When two courses of porous backfill are specified in the plans, the finer of the materials shall conform to particle size tabulated herein for porous material No. 1. The coarser granular material shall meet the gradation given in the tabulation for porous material No. 2.

705-2.6 GRANULAR MATERIAL. Granular material used for backfilling shall conform to the requirements of ASTM D2321 for Class IA, IB, or II materials.

705-2.7 FILTER FABRIC. The filter fabric shall conform to the requirements of AASHTO M288 Class 2 or equivalent.

Table 2. Fabric Properties

Fabric Property	Test Method	Test Requirement
Grab Tensile Strength, lbs	ASTM D4632	125 min
Grab Tensile Elongation %	ASTM D4632	50 min
Burst Strength, psi	ASTM D3785	125 min
Trapezoid Tear Strength, lbs	ASTM D4533	55 min
Puncture Strength, lbs	ASTM D4833	40 min
Abrasion, lbs	ASTM D4886	15 max loss
Equivalent Opening Size	ASTM D4751	70-100
Permittivity sec^{-1}	ASTM D4491	0.80
Accelerated Weathering (UV Stability) (Strength Retained - %)	ASTM D4355 *(500 hrs exposure)	70

705-2.8 CONTROLLED LOW-STRENGTH MATERIAL (CLSM). Controlled low-strength material shall conform to the requirements of Item P-153. All joints shall have elastomeric seals.

CONSTRUCTION METHODS

705-3.1 EQUIPMENT. All equipment required for the construction of pipe underdrains shall be on the project, in good working condition, and approved by the RPR before construction is permitted to start.

705-3.2 EXCAVATION. The width of the pipe trench shall be sufficient to permit satisfactory jointing of the pipe and thorough tamping of the bedding material under and around the pipe, but shall not be less than the external diameter of the pipe plus 6 inches (150 mm) on each side of the pipe. The trench walls shall be approximately vertical.

Where rock, hardpan, or other unyielding material is encountered, it shall be removed below the foundation grade for a depth of at least 4 inches (100 mm). The excavation below grade shall be backfilled with selected fine compressible material, such as silty clay or loam, and lightly compacted in layers not over 6 inches (150 mm) in uncompacted depth to form a uniform but yielding foundation.

Where a firm foundation is not encountered at the grade established, due to soft, spongy, or other unstable soil, the unstable soil shall be removed and replaced with approved granular material for the full trench width. The RPR shall determine the depth of removal necessary. The granular material shall be compacted to provide adequate support for the pipe.

Excavated material not required or acceptable for backfill shall be disposed of by the Contractor as directed by the RPR. The excavation shall not be carried below the required depth; if this occurs, the trench shall be backfilled at the Contractor's expense with material approved by the RPR and compacted to the density of the surrounding material.

The pipe bedding shall be constructed uniformly over the full length of the pipe barrel, as required on the plans. The maximum aggregate size shall be 1 inch when the bedding thickness is less than 6 inches, and 1-1/2 inch when the bedding thickness is greater than 6 inches. Bedding shall be loosely placed, uncompacted material under the middle third of the pipe prior to placement of the pipe.

The Contractor shall do trench bracing, sheathing, or shoring necessary to perform and protect the excavation as required for safety and conformance to federal, state and local laws. Unless otherwise provided, the bracing, sheathing, or shoring shall be removed by the Contractor after the backfill has reached at least 12 inches (300 mm) over the top of the pipe. The sheathing or shoring shall be pulled as the granular backfill is placed and compacted to avoid any unfilled spaces between the trench wall and the backfill material. The cost of bracing, sheathing, or shoring, and the removal of same, shall be included in the unit price bid per foot (meter) for the pipe.

705-3.3 LAYING AND INSTALLING PIPE.

a. PVC, fiberglass, or polyethylene pipe. PVC or polyethylene pipe shall be installed in accordance with the requirements of ASTM D2321. Perforations shall meet the requirements of AASHTO M252 or AASHTO M294 Class 2, unless otherwise indicated on the plans. The pipe shall be laid accurately to line and grade. Fiberglass per ASTM D3839 Standard Guide for Underground Installation of "Fiberglass" (Glass-Fiber Reinforced Thermosetting-Resin) Pipe.

b. All types of pipe. The upgrade end of pipelines, not terminating in a structure, shall be plugged or capped as approved by the RPR.

Unless otherwise shown on the plans, a 4-inch (100 mm) bed of granular backfill material shall be spread in the bottom of the trench throughout the entire length under all perforated pipe underdrains.

Pipe outlets for the underdrains shall be constructed when required or shown on the plans. The pipe shall be laid with tight-fitting joints. Porous backfill is not required around or over pipe outlets for underdrains. All connections to other drainage pipes or structures shall be made as required

and in a satisfactory manner. If connections are not made to other pipes or structures, the outlets shall be protected and constructed as shown on the plans.

c. Filter fabric. The filter fabric shall be installed in accordance with the manufacturer's recommendations, or in accordance with the AASHTO M288 Appendix, unless otherwise shown on the plans.

705-3.4 MORTAR. The mortar shall be of the desired consistency for caulking and filling the joints of the pipe and for making connections to other pipes or to structures. Mortar that is not used within 45 minutes after water has been added shall be discarded. Retempering of mortar shall not be permitted.

705-3.5 JOINTS IN CONCRETE PIPE. When open or partly open joints are required or specified, they shall be constructed as indicated on the plans. The pipe shall be laid with the ends fitted together as designed. If bell and spigot pipe is used, mortar shall be placed along the inside bottom quarter of the bell to center the following section of pipe.

The open or partly open joints shall be surrounded with granular material meeting requirements of porous backfill No. 2 in Table 1 or as indicated on the plans. This backfill shall be placed so its thickness will be not less than 3 inches (75 mm) nor more than 6 inches (150 mm), unless otherwise shown on the plans.

When the original material excavated from the trench is impervious, commercial concrete sand or granular material meeting requirements of porous backfill No. 1 shall surround porous backfill No. 2 (Table 1), as shown on the plans or as directed by the RPR.

When the original material excavated from the trench is pervious and suitable, it may be used as backfill in lieu of porous backfill No. 1, when indicated on the plans or as directed by the RPR.

705-3.6 EMBEDMENT AND BACKFILL

a. Earth. All trenches and excavations shall be backfilled soon after the pipes are installed, unless additional protection of the pipe is directed. The embedment material shall be select material from excavation or borrow and shall be approved by the RPR. The select material shall be placed on each side of the pipe out to a distance of the nominal pipe diameter and one foot (30 cm) over the top of the pipe and shall be readily compacted. It shall not contain stones 3 inches (75 mm) or larger in size, frozen lumps, chunks of highly plastic clay, or any other material that is objectionable to the RPR. The material shall be moistened or dried, as required to aid compaction. Placement of the embedment material shall not cause displacement of the pipe. Thorough compaction under the haunches and along the sides to the top of the pipe shall be obtained.

The embedment material shall be placed in loose layers not exceeding 6 inches (150 mm) in depth under and around the pipe. Backfill material over the pipe shall be placed in lifts not exceeding 8 inches (200 mm). Successive layers shall be added and thoroughly compacted by hand and pneumatic tampers, approved by the RPR, until the trench is completely filled and brought to the planned elevation. Embedment and backfilling shall be done to avoid damaging top or side of the pipe.

In embankments and other unpaved areas, the backfill shall be compacted per Item P-152 to the density required for embankments in unpaved areas. Under paved areas, the subgrade and any backfill shall be compacted per Item P-152 to the density required for embankments for paved areas.

b. Granular backfill. When granular backfill is required, placement in the trench and about the pipe shall be as shown on the plans. The granular backfill shall not contain an excessive amount of foreign matter, nor shall soil from the sides of the trench or from the soil excavated from the trench be allowed to filter into the granular backfill. When required by the RPR, a template shall be used to properly place and separate the two sizes of backfill. The backfill shall be placed in loose layers not exceeding 6 inches (150 mm) in depth. The granular backfill shall be compacted by hand and pneumatic tampers to the requirements as given for embankment. Backfilling shall be done to avoid damaging top or side pressure on the pipe. The granular backfill shall extend to the elevation of the trench or as shown on the plans.

When perforated pipe is specified, granular backfill material shall be placed along the full length of the pipe. The position of the granular material shall be as shown on the plans. If the original material excavated from the trench is pervious and suitable, it shall be used in lieu of porous backfill No. 1.

If porous backfill is placed in paved or adjacent to paved areas before grading or subgrade operations is completed, the backfill material shall be placed immediately after laying the pipe. The depth of the granular backfill shall be not less than 12 inches (300 mm), measured from the top of the underdrain. During subsequent construction operations, a minimum depth of 12 inches (300 mm) of backfill shall be maintained over the underdrains. When the underdrains are to be completed, any unsuitable material shall be removed exposing the porous backfill. Porous backfill containing objectionable material shall be removed and replaced with suitable material. The cost of removing and replacing any unsuitable material shall be at the Contractor's expense.

If a granular subbase blanket course is used which extends several feet beyond the edge of paving to the outside edge of the underdrain trench, the granular backfill material over the underdrains shall be placed in the trench up to an elevation of 2 inches (50 mm) above the bottom surface of the granular subbase blanket course. Immediately prior to the placing of the granular subbase blanket course, the Contractor shall blade this excess trench backfill from the top of the trench onto the adjacent subgrade where it can be incorporated into the granular subbase blanket course. Any unsuitable material that remains over the underdrain trench shall be removed and replaced. The subbase material shall be placed to provide clean contact between the subbase material and the underdrain granular backfill material for the full width of the underdrain trench.

c. Controlled low-strength material (CLSM). Controlled low-strength material shall conform to the requirements of Item P-153.

705-3.7 FLEXIBLE PIPE RING DEFLECTION. The flexible pipe shall be inspected by the Contractor during and after installation to ensure that the internal diameter of the pipe barrel has not been reduced by more than 5 percent. For guidance on properly sizing mandrels, refer to ASTM D3034 and ASTM F679 appendices.

705-3.8 CONNECTIONS. When the plans call for connections to existing or proposed pipe or structures, these connections shall be watertight and made to obtain a smooth uniform flow line throughout the drainage system.

705-3.9 CLEANING AND RESTORATION OF SITE. After the backfill is completed, the Contractor shall dispose of all surplus material, soil, and rubbish from the site. Surplus soil may be deposited in embankments, shoulders, or as directed by the RPR. Except for paved areas of the airport, the Contractor shall restore all disturbed areas to their original condition.

METHOD OF MEASUREMENT

705-4.1. The quantity of pipe underdrains shall be made at the contract unit price per linear foot complete, including porous backfill and filter fabric.

BASIS OF PAYMENT

705-5.1 Pipe Underdrains, Complete. Pipe underdrains, complete (including porous backfill and filter fabric) shall be made at the contract unit price per linear foot complete (including porous backfill and filter fabric).

These prices shall be full compensation for furnishing all materials and for all preparation, excavation, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item D-705a	Install 6-Inch Perforated Polyethylene Underdrain Pipe, Complete - per linear foot
Item D-705b	Install 6-Inch Non-Perforated Polyethylene Underdrain Pipe, Complete – per linear foot,

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM A760	Standard Specification for Corrugated Steel Pipe, Metallic Coated for Sewers and Drains
ASTM A762	Standard Specification for Corrugated Steel Pipe, Polymer Precoated for Sewers and Drains
ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM C144	Standard Specification for Aggregate for Masonry Mortar
ASTM C150	Standard Specification for Portland Cement
ASTM C444	Standard Specification for Perforated Concrete Pipe
ASTM C654	Standard Specification for Porous Concrete Pipe
ASTM D2321	Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications

ASTM D3262	Standard Specification for "Fiberglass" (Glass-Fiber Reinforced Thermosetting Resin) Sewer Pipe
ASTM D4161	Standard Specification for "Fiberglass" (Glass-Fiber Reinforced Thermosetting Resin) Pipe Joints Using Flexible Elastomeric Seals
ASTM F477	Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe
ASTM F758	Standard Specification for Smooth Wall Poly (Vinyl Chloride) (PVC) Plastic Underdrain Systems for Highway, Airport, and Similar Drainage
ASTM F794	Standard Specification for Poly (Vinyl Chloride) (PVC) Profile Gravity Sewer Pipe & Fittings Based on Controlled Inside Diameter
ASTM F949	Standard Specification for Poly (Vinyl Chloride) (PVC) Corrugated Sewer Pipe with a Smooth Interior and Fittings
ASTM F2562	Specification for Steel Reinforced Thermoplastic Ribbed Pipe and Fittings for Non-Pressure Drainage and Sewerage

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO M190	Standard Specification for Bituminous - Coated Corrugated Metal Culvert Pipe and Pipe Arches
AASHTO M196	Standard Specification for Corrugated Aluminum Pipe for Sewers and Drains
AASHTO M252	Standard Specification for Corrugated Polyethylene Drainage Pipe
AASHTO M288	Standard Specification for Geotextile Specification for Highway Applications
AASHTO M294	Standard Specification for Corrugated Polyethylene Pipe, 300- to 1500- mm (12- to 60-in.) Diameter
AASHTO M304	Standard Specification for Poly (Vinyl Chloride) (PVC) Profile Wall Drain Pipe and Fittings Based on Controlled Inside Diameter
AASHTO MP20	Standard Specification for Steel-Reinforced Polyethylene (PE) Ribbed Pipe, 300- to 900-mm (12- to 36-in.) diameter
AASHTO	Standard Specifications for Highway Bridges

****END OF ITEM D-705****

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Item D-751 Manholes, Catch Basins, Inlets and Inspection Holes

DESCRIPTION

751-1.1 This item shall consist of construction of manholes, catch basins, inlets, and inspection holes, in accordance with these specifications, at the specified locations and conforming to the lines, grades, and dimensions shown on the plans or required by the RPR.

MATERIALS

751-2.1 BRICK. The brick shall conform to the requirements of ASTM C32, Grade MS.

751-2.2 MORTAR. Mortar shall consist of one part Portland cement and two parts sand. The cement shall conform to the requirements of ASTM C150, Type I. The sand shall conform to the requirements of ASTM C144.

751-2.3 CONCRETE. Plain and reinforced concrete used in structures, connections of pipes with structures, and the support of structures or frames shall conform to the requirements of Item P-610.

751-2.4 PRECAST CONCRETE PIPE MANHOLE RINGS. Precast concrete pipe manhole rings shall conform to the requirements of ASTM C478. Unless otherwise specified, the risers and offset cone sections shall have an inside diameter of not less than 36 inches (90 cm) nor more than 48 inches (120 cm). There shall be a gasket between individual sections and sections cemented together with mortar on the inside of the manhole. Gaskets shall conform to the requirements of ASTM C443.

751-2.5 CORRUGATED METAL. Corrugated metal shall conform to the requirements of American Association of State Highway and Transportation Officials (AASHTO) M36.

751-2.6 FRAMES, COVERS, AND GRATES. The castings shall conform to one of the following requirements:

- **a.** ASTM A48, Class 35B: Gray iron castings
- **b.** ASTM A47: Malleable iron castings
- **c.** ASTM A27: Steel castings
- **d.** ASTM A283, Grade D: Structural steel for grates and frames
- **e.** ASTM A536, Grade 65-45-12: Ductile iron castings
- **f.** ASTM A897: Austempered ductile iron castings

All castings or structural steel units shall conform to the dimensions shown on the plans and shall be designed to support the loadings, aircraft gear configuration and/or direct loading, specified.

Each frame and cover or grate unit shall be provided with fastening members to prevent it from being dislodged by traffic but which will allow easy removal for access to the structure.

All castings shall be thoroughly cleaned. After fabrication, structural steel units shall be galvanized to meet the requirements of ASTM A123.

751-2.7 STEPS. The steps or ladder bars shall be gray or malleable cast iron or galvanized steel. The steps shall be the size, length, and shape shown on the plans and those steps that are not galvanized shall be given a coat of asphalt paint, when directed.

751-2.8 PRECAST INLET STRUCTURES. Manufactured in accordance with and conforming to ASTM C913.

CONSTRUCTION METHODS

751-3.1 UNCLASSIFED EXCAVATION.

a. The Contractor shall excavate for structures and footings to the lines and grades or elevations, shown on the plans, or as staked by the RPR. The excavation shall be of sufficient size to permit the placing of the full width and length of the structure or structure footings shown. The elevations of the bottoms of footings, as shown on the plans, shall be considered as approximately only; and the RPR may direct, in writing, changes in dimensions or elevations of footings necessary for a satisfactory foundation.

b. Boulders, logs, or any other objectionable material encountered in excavation shall be removed. All rock or other hard foundation material shall be cleaned of all loose material and cut to a firm surface either level, stepped, or serrated, as directed by the RPR. All seams or crevices shall be cleaned out and grouted. All loose and disintegrated rock and thin strata shall be removed. Where concrete will rest on a surface other than rock, the bottom of the excavation shall not be disturbed and excavation to final grade shall not be made until immediately before the concrete or reinforcing is placed.

c. The Contractor shall do all bracing, sheathing, or shoring necessary to implement and protect the excavation and the structure as required for safety or conformance to governing laws. The cost of bracing, sheathing, or shoring shall be included in the unit price bid for the structure.

d. All bracing, sheathing, or shoring involved in the construction of this item shall be removed by the Contractor after the completion of the structure. Removal shall not disturb or damage finished masonry. The cost of removal shall be included in the unit price bid for the structure.

e. After excavation is completed for each structure, the Contractor shall notify the RPR. No concrete or reinforcing steel shall be placed until the RPR has approved the depth of the excavation and the character of the foundation material.

751-3.2 BRICK STRUCTURES.

a. **Foundations.** A prepared foundation shall be placed for all brick structures after the foundation excavation is completed and accepted. Unless otherwise specified, the base shall consist of reinforced concrete mixed, prepared, and placed in accordance with the requirements of Item P-610.

b. **Laying brick.** All brick shall be clean and thoroughly wet before laying so that they will not absorb any appreciable amount of additional water at the time they are laid. All brick shall be laid in freshly made mortar. Mortar not used within 45 minutes after water has been added shall be discarded. Retempering of mortar shall not be permitted. An ample layer of mortar shall be spread on the beds and a shallow furrow shall be made in it that can be readily closed by the laying of the brick. All bed and head joints shall be filled solid with mortar. End joints of stretchers and side or cross joints of headers shall be fully buttered with mortar and a shoved joint made to squeeze out mortar

at the top of the joint. Any bricks that may be loosened after the mortar has taken its set, shall be removed, cleaned, and re-laid with fresh mortar. No broken or chipped brick shall be used in the face, and no spalls or bats shall be used except where necessary to shape around irregular openings or edges; in which case, full bricks shall be placed at ends or corners where possible, and the bats shall be used in the interior of the course. In making closures, no piece of brick shorter than the width of a whole brick shall be used; and wherever practicable, whole brick shall be used and laid as headers.

c. Joints. All joints shall be filled with mortar at every course Exterior faces shall be laid up in advance of backing. Exterior faces shall be plastered or parged with a coat of mortar not less than 3/8 inch (9 mm) thick before the backing is laid up. Prior to parging, all joints on the back of face courses shall be cut flush. Unless otherwise noted, joints shall be not less than 1/4 inch (6 mm) nor more than 1/2 inch (12 mm) wide and the selected joint width shall be maintained uniform throughout the work.

d. Pointing. Face joints shall be neatly struck, using the weather-struck joint. All joints shall be finished properly as the laying of the brick progresses. When nails or line pins are used, the holes shall be immediately plugged with mortar and pointed when the nail or pin is removed.

e. Cleaning. Upon completion of the work all exterior surfaces shall be thoroughly cleaned by scrubbing and washing with water. If necessary to produce satisfactory results, cleaning shall be done with a 5% solution of muriatic acid which shall then be rinsed off with liberal quantities of water.

f. Curing and cold weather protection. The brick masonry shall be protected and kept moist for at least 48 hours after laying the brick. Brick masonry work or pointing shall not be done when there is frost on the brick or when the air temperature is below 50°F (10°C) unless the Contractor has, on the project ready to use, suitable covering and artificial heating devices necessary to keep the atmosphere surrounding the masonry at a temperature of not less than 60°F (16°C) for the duration of the curing period.

751-3.3 CONCRETE STRUCTURES. Concrete structures which are to be cast-in-place within the project boundaries shall be built on prepared foundations, conforming to the dimensions and shape indicated on the plans. The construction shall conform to the requirements specified in Item P-610. Any reinforcement required shall be placed as indicated on the plans and shall be approved by the RPR before the concrete is placed.

All invert channels shall be constructed and shaped accurately to be smooth, uniform, and cause minimum resistance to flowing water. The interior bottom shall be sloped to the outlet.

751-3.4 PRECAST CONCRETE STRUCTURES. Precast concrete structures shall be furnished by a plant meeting National Precast Concrete Association Plant Certification Program or another RPR approved third party certification program.

Precast concrete structures shall conform to ASTM C478. Precast concrete structures shall be constructed on prepared or previously placed slab foundations conforming to the dimensions and locations shown on the plans. All precast concrete sections necessary to build a completed structure shall be furnished. The different sections shall fit together readily. Joints between precast concrete risers and tops shall be full-bedded in cement mortar and shall: (1) be smoothed to a uniform surface on both interior and exterior of the structure or (2) utilize a rubber gasket per ASTM C443. The top of the upper precast concrete section shall be suitably formed and dimensioned to receive the metal frame and cover or grate, or other cap, as required. Provision shall be made for any connections for lateral pipe, including drops and leads that may be installed in the structure. The flow lines shall be smooth, uniform, and cause minimum resistance to flow. The metal or metal encapsulated

steps that are embedded or built into the side walls shall be aligned and placed in accordance to ASTM C478. When a metal ladder replaces the steps, it shall be securely fastened into position.

751-3.5 CORRUGATED METAL STRUCTURES. Corrugated metal structures shall be prefabricated. All standard or special fittings shall be furnished to provide pipe connections or branches with the correct dimensions and of sufficient length to accommodate connecting bands. The fittings shall be welded in place to the metal structures. The top of the metal structure shall be designed so that either a concrete slab or metal collar may be attached to allow the fastening of a standard metal frame and grate or cover. Steps or ladders shall be furnished as shown on the plans. Corrugated metal structures shall be constructed on prepared foundations, conforming to the dimensions and locations as shown on the plans. When indicated, the structures shall be placed on a reinforced concrete base.

751-3.6 INLET AND OUTLET PIPES. Inlet and outlet pipes shall extend through the walls of the structures a sufficient distance beyond the outside surface to allow for connections. They shall be cut off flush with the wall on the inside surface of the structure, unless otherwise directed. For concrete or brick structures, mortar shall be placed around these pipes to form a tight, neat connection.

751-3.7 PLACEMENT AND TREATMENT OF CASTINGS, FRAMES, AND FITTINGS. All castings, frames, and fittings shall be placed in the positions indicated on the plans or as directed by the RPR, and shall be set true to line and elevation. If frames or fittings are to be set in concrete or cement mortar, all anchors or bolts shall be in place before the concrete or mortar is placed. The unit shall not be disturbed until the mortar or concrete has set.

When frames or fittings are placed on previously constructed masonry, the bearing surface of the masonry shall be brought true to line and grade and shall present an even bearing surface so the entire face or back of the unit will come in contact with the masonry. The unit shall be set in mortar beds and anchored to the masonry as indicated on the plans or as directed by the RPR. All units shall set firm and secure.

After the frames or fittings have been set in final position, the concrete or mortar shall be allowed to harden for seven (7) days before the grates or covers are placed and fastened down.

751-3.8 INSTALLATION OF STEPS. The steps shall be installed as indicated on the plans or as directed by the RPR. When the steps are to be set in concrete, they shall be placed and secured in position before the concrete is placed. When the steps are installed in brick masonry, they shall be placed as the masonry is being built. The steps shall not be disturbed or used until the concrete or mortar has hardened for at least seven (7) days. After seven (7) days, the steps shall be cleaned and painted, unless they have been galvanized.

When steps are required with precast concrete structures they shall meet the requirements of ASTM C478. The steps shall be cast into the side of the sections at the time the sections are manufactured or set in place after the structure is erected by drilling holes in the concrete and cementing the steps in place.

When steps are required with corrugated metal structures, they shall be welded into aligned position at a vertical spacing of 12 inches (300 mm).

Instead of steps, prefabricated ladders may be installed. For brick or concrete structures, the ladder shall be held in place by grouting the supports in drilled holes. For metal structures, the ladder shall be secured by welding the top support to the structure and grouting the bottom support into drilled holes in the foundation or as directed by the RPR.

751-3.9 BACKFILLING.

a. After a structure has been completed, the area around it shall be backfilled with approved material, in horizontal layers not to exceed 8 inches (200 mm) in loose depth, and compacted to the density required in Item P-152. Each layer shall be deposited evenly around the structure to approximately the same elevation. The top of the fill shall meet the elevation shown on the plans or as directed by the RPR.

b. Backfill shall not be placed against any structure until approved by the RPR. For concrete structures, approval shall not be given until the concrete has been in place seven (7) days, or until tests establish that the concrete has attained sufficient strength to withstand any pressure created by the backfill and placing methods.

c. Backfill shall not be measured for direct payment. Performance of this work shall be considered an obligation of the Contractor covered under the contract unit price for the structure involved.

751-3.10 CLEANING AND RESTORATION OF SITE. After the backfill is completed, the Contractor shall dispose of all surplus material, dirt, and rubbish from the site. Surplus dirt may be deposited in embankments, shoulders, or as approved by the RPR. The Contractor shall restore all disturbed areas to their original condition. The Contractor shall remove all tools and equipment, leaving the entire site free, clear, and in good condition.

METHOD OF MEASUREMENT

751-4.1 Manholes, catch basins, inlets, and inspection holes shall be measured by the unit.

BASIS OF PAYMENT

751-5.1 The accepted quantities of manholes, catch basins, inlets, and inspection holes will be paid for at the contract unit price per each in place when completed. This price shall be full compensation for furnishing all materials and for all preparation, excavation, backfilling and placing of the materials; furnishing and installation of such specials and connections to pipes and other structures as may be required to complete the item as shown on the plans; and for all labor equipment, tools and incidentals necessary to complete the structure.

Payment will be made under:

Item D-751a	Install Storm Inlet – Type I, Complete - per each
Item D-751b	Install Underdrain Cleanout, Complete - per each
Item D-751c	Install Underdrain Inspection Pit, Complete - per each
Item D-751d	Connection to Existing Inlet, Complete – per each
Item D-751e	Connection to Storm Drainline, Complete

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM A27	Standard Specification for Steel Castings, Carbon, for General Application
ASTM A47	Standard Specification for Ferritic Malleable Iron Castings
ASTM A48	Standard Specification for Gray Iron Castings
ASTM A123	Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
ASTM A283	Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates
ASTM A536	Standard Specification for Ductile Iron Castings
ASTM A897	Standard Specification for Austempered Ductile Iron Castings
ASTM C32	Standard Specification for Sewer and Manhole Brick (Made from Clay or Shale)
ASTM C144	Standard Specification for Aggregate for Masonry Mortar
ASTM C150	Standard Specification for Portland Cement
ASTM C443	Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets.
ASTM C478	Standard Specification for Precast Reinforced Concrete Manhole Sections
ASTM C913	Standard Specification for Precast Concrete Water and Wastewater Structures.

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO M36	Standard Specification for Corrugated Steel Pipe, Metallic-Coated, for Sewers and Drains

****END OF ITEM D-751****

GUNNISON-CRESTED BUTTE REGIONAL AIRPORT

CDAG PROJECT NO. 23-GUC-01

AIP PROJECT NOS. 3-08-0030, 063, & 064-2023

GENERAL AVIATION RAMP RECONSTRUCTION

GUNNISON, COLORADO

PROJECT TEAM

JVIATION
A WOOLPERT COMPANY

720 South Colorado Boulevard
Suite 1200-S
Glendale, CO 80246
303.524.3030

Yeh and Associates, Inc.
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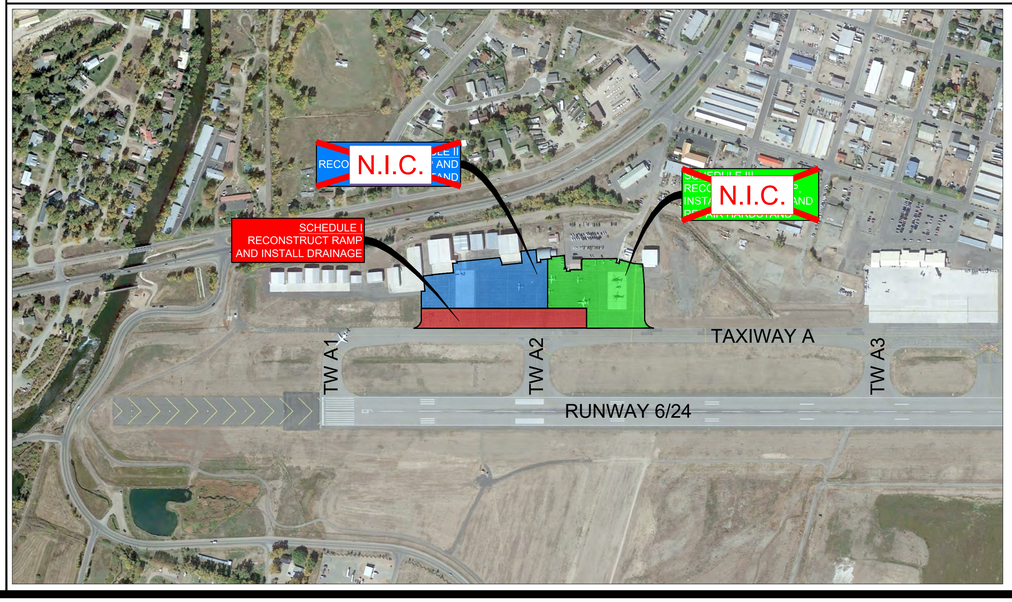
VICINITY MAP

NOT TO SCALE



SITE PLAN

NOT TO SCALE



SCHEDULES OF WORK

• SCHEDULE I •
RECONSTRUCT RAMP AND INSTALL DRAINAGE

• ~~SCHEDULE II~~ •
RECONST N.I.C. CT RAMP AND ~~REPAIR HARDSTAND~~

• ~~SCHEDULE III~~ •
~~RECONSTRUCT RAMP,~~ N.I.C.
~~INSTALL DRAINAGE, AND~~ REPAIR HARDSTAND

WOOLPERT
ARCHITECTURE | ENGINEERING | GEOSPATIAL
720 South Colorado Blvd, Suite 1200-S
Glendale, CO 80246
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ISSUANCE SCHEDULE

NUMBER	DATE	DESCRIPTION
1	12/12/23	ISSUED FOR CONSTRUCTION

GUNNISON-CRESTED BUTTE REGIONAL AIRPORT
CDAG NO. 23-GUC-01
GENERAL AVIATION RAMP RECONSTRUCTION
GUNNISON, COLORADO

PROJECT NO:	23-GUC-01
DATE ISSUED:	12/12/23
DESIGNED BY:	T.A.R.
DRAWN BY:	R.L.B.
CHECKED BY:	C.L.G.

SHEET NAME:
COVER SHEET

SHEET NO:
G-001

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SUMMARY OF APPROXIMATE QUANTITIES

ITEM NO.	ITEM DESCRIPTION	UNITS	SCHEDULE I		SCHEDULE II		SCHEDULE III	
			ESTIMATE	AS BUILT	ESTIMATE	AS BUILT	ESTIMATE	AS BUILT
C-100a	Contractor Quality Control Program	LS	1		1		1	
C-102a	Inlet Protection	EA	2		0		1	
C-105a	Mobilization	LS	1		1		1	
P-101a	Asphalt Pavement Removal - Partial Depth (Butt Joint)	SY	220		190		200	
P-101b	Pavement Removal - Full Depth	SY	10660		14120		16160	
P-101c	Concrete Pavement Joint Removal, Repair, and Replacement	LF	0		2200		2200	
P-101d	Concrete Pavement Crack Repair	LF	0		60		150	
P-101e	Concrete Spall Repair	SF	0		40		210	
P-101f	Remove Underground Fire Hydrant Valves (2), and Concrete Structure	LS	0		1		0	
P-101g	Remove Fire Hydrant Water Line, Cap Water Line	LF	0		270		0	
P-101h	Pavement Marking Obliteration	SF	405		120		985	
P-101i	Remove Aircraft Tiedown Anchor, Complete	EA	0		90		30	
P-101J	Remove Underdrain Pipe	LF	285		0		0	
P-152a	Unclassified Excavation	CY	5900		8950		8160	
P-152b	Subgrade Preparation (12-inch)	SY	9330		16250		16270	
P-154a	Subbase Course (9.5-Inch)	CY	2250		4290		3830	
P-154b	Separation Geotextile Fabric	SY	9330		16250		16270	
P-209a	Crushed Aggregate Base Course	CY	1680		2710		2860	
P-401a	Bituminous Paving Surface Course (PG 76-34)	TON	2230		3770		3470	
P-401b	Bituminous Paving Base Course (PG 58-34)	TON	2330		4560		4060	
P-603a	Bituminous Tack Coat	GAL	2750		5015		4835	
P-610a	Install 4-Foot Concrete Trickle Channel	LF	180		0		0	
P-610b	Install New Aircraft Tiedown Anchor, Complete	EA	0		12		18	
P-620a	Temporary Pavement Markings	SF	4300		600		5200	
P-620b	Permanent Pavement Markings	SF	4300		600		5200	
P-620c	Install Surface Painted Hold Sign	EA	1		0		0	
D-701a	Install 30-Inch RCP, Class V	LF	695		0		0	
D-701b	Connect Storm Pipe to Exising Storm Inlet Structure, Complete	EA	1		0		0	
D-705a	Install 6-Inch Perforated Polyethylene Pipe Underdrain, Complete	LF	470		0		565	
D-705b	Install 6-Inch Non-Perforated Polyethylene Pipe Underdrain, Complete	LF	20		0		55	
D-751a	Install Storm Inlet - Type I	EA	1		0		0	
D-751b	Install Underdrain Cleanout, Complete	EA	2		0		2	
D-751c	Install Underdrain Inspection Pit, Complete	EA	1		0		0	
D-751d	Connect Underdrain Pipe to Storm Inlet Structure, Complete	EA	1		0		1	
D-751e	Connect Underdrain Pipe to Storm Drainline, Complete	EA	1		0		0	
T-901a	Seeding with Hydromulch	AC	1		1		1	
L-125a	Install Stake Mounted Retroreflective Marker On Pavement, Complete	EA	5		0		0	
L-125b	Install Stake Mounted Retroreflective Marker In Turf, Complete	EA	3		0		0	

N.I.C.

N.I.C.

INDEX OF DRAWINGS

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G-002	INDEX OF DRAWINGS & SUMMARY OF APPROXIMATE QUANTITIES
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G-004	GENERAL NOTES
G-005	MASTER LEGEND & ABBREVIATIONS
V-001	SURVEY CONTROL PLAN
B-001	GEOTECHNICAL INVESTIGATION PLAN
BB001	SOIL BORING LOGS
BB002	SOIL BORING LOGS
BB003	SOIL BORING LOGS
GS001	CONSTRUCTION SAFETY NOTES & DETAILS
GS002	CONSTRUCTION SAFETY OVERALL PLAN
GS003	CONSTRUCTION SAFETY & PHASING PLAN - SCHEDULE I, PHASE 1
GS004	CONSTRUCTION SAFETY & PHASING PLAN - SCHEDULE II, PHASE 1
GS005	CONSTRUCTION SAFETY & PHASING PLAN - SCHEDULE II, PHASE 2
GS006	CONSTRUCTION SAFETY & PHASING PLAN - SCHEDULE III, PHASE 1a
GS007	CONSTRUCTION SAFETY & PHASING PLAN - SCHEDULE III, PHASE 1b
GE001	ENVIRONMENTAL REQUIREMENTS
CD001	DEMOLITION PLAN - NOTES & LEGEND
CD101	DEMOLITION PLAN
CS001	GEOMETRY PLAN - NOTES & LEGEND
CS101	GEOMETRY PLAN
CS201	CONCRETE HARD STANDS
G2501	CONCRETE REPAIR DETAILS
CG001	GRADING PLAN - NOTES & LEGEND
CG101	GRADING PLAN
CG201	SPOT ELEVATION PLAN
CG301	TYPICAL SECTIONS
CE001	EROSION CONTROL PLAN - NOTES & LEGEND
CE101	EROSION CONTROL PLAN
CU001	STORM SEWER & UNDERDRAIN - NOTES & LEGEND
CU101	STORM SEWER PLAN & PROFILE
CU201	UNDERDRAIN PLAN
CU501	STORM SEWER & UNDERDRAIN DETAILS
CU502	STORM SEWER & UNDERDRAIN DETAILS
CU503	STORM SEWER & UNDERDRAIN DETAILS
CP001	PAVEMENT MARKING PLAN - NOTES & LEGEND
CP101	PAVEMENT MARKING PLAN
CP501	PAVEMENT MARKING DETAILS
CP502	PAVEMENT MARKING DETAILS
CP503	PAVEMENT MARKING DETAILS

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DRAWN BY: R.L.B.
CHECKED BY: C.L.G.

SHEET NAME:
INDEX OF DRAWINGS & SUMMARY OF APPROXIMATE QUANTITIES

SHEET NO:
G-002

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GENERAL NOTES

1. IF DURING THE CONSTRUCTION PROCESS, CONDITIONS ARE ENCOUNTERED WHICH COULD INDICATE A SITUATION THAT IS NOT IDENTIFIED IN THE PLANS OR SPECIFICATIONS, OR REPRESENT A SIGNIFICANT DIFFERENCE BETWEEN THE CONTRACT DOCUMENTS AND FIELD CONDITIONS, THE CONTRACTOR SHALL CONTACT THE ENGINEER IMMEDIATELY.

2. ALL REFERENCES TO ANY PUBLISHED STANDARDS SHALL REFER TO THE LATEST REVISION OF SAID STANDARD, UNLESS SPECIFICALLY STATED OTHERWISE.

3. PROJECT PAY ITEMS PROVIDED ARE TO BE INCLUSIVE OF ALL WORK TO BE PERFORMED AS SHOWN. ALL WORK NOT IDENTIFIED WITH A SPECIFIC PAY ITEM SHALL BE CONSIDERED REQUIRED WORK TO COMPLETE THE PROJECT AND IS TO BE INCIDENTAL TO THE COST OF PROJECT PAY ITEMS PROVIDED.

4. WHENEVER, IN THE CONTRACT DOCUMENTS, THE WORDS "PROVIDE", "FURNISH", "INSTALL", "FURNISH AND INSTALL", OR SIMILAR WORDS ARE USED, IT SHALL BE UNDERSTOOD THAT THE INTENT OF THE CONTRACT DOCUMENTS IS TO PROVIDE FOR THE CONSTRUCTION AND COMPLETION IN EVERY DETAIL THE WORK DESCRIBED. IT IS FURTHER INTENDED THAT THE CONTRACTOR SHALL FURNISH ALL LABOR, SUPERVISION, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, SUPPLIES, TESTING, AND INCIDENTALS REQUIRED TO COMPLETE THE WORK IN ACCORDANCE WITH THE DRAWINGS (PLANS), SPECIFICATIONS, AND TERMS OF THE CONTRACT.

5. CONTRACTOR SHALL KEEP A SET OF AS-BUILT DRAWINGS ON-SITE AND MAKE AVAILABLE TO THE ENGINEER AT ALL TIMES. AS-BUILT SET SHALL BE SUBMITTED TO THE ENGINEER AT THE COMPLETION OF THE JOB. CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING ALL AS-BUILT INFORMATION DURING THE PROJECT. THE CONTRACTOR SHALL NOTE, AND BRING TO THE ENGINEER'S ATTENTION, ANY DISCREPANCIES BETWEEN THE CONTRACT DOCUMENTS AND ACTUAL FIELD CONDITIONS.

6. ALL DAMAGE TO UTILITIES, PAVEMENT, EQUIPMENT, OR STRUCTURES FROM CONSTRUCTION ACTIVITIES SHALL BE IMMEDIATELY REPORTED TO THE RESIDENT ENGINEER. THE RESIDENT ENGINEER SHALL DETERMINE WHETHER REPAIR OR REPLACEMENT IS NECESSARY. ALL REPAIR METHODS SHALL BE SUBMITTED TO THE RESIDENT ENGINEER FOR REVIEW AND APPROVAL PRIOR TO INITIATING THE WORK. REPAIRS SHALL BE MADE AT NO ADDITIONAL COST TO THE SPONSOR AND TO THE APPROVAL OF THE ENGINEER.

7. THE CONTRACTOR SHALL PROVIDE WORKMANSHIP AND MATERIALS THAT ARE OF GOOD QUALITY AND COMPLY WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.

8. CONTRACTOR SHALL PROVIDE WORK, EQUIPMENT AND MATERIALS THAT COMPLY WITH FAA REQUIREMENTS, NATIONAL ELECTRICAL CODE, NATIONAL ELECTRICAL SAFETY CODE, AND ALL LOCAL CODES.

9. CONTRACTOR SHALL PROVIDE THE NECESSARY NUMBER OF RADIOS FOR HIS/HER WORKFORCE.

10. SWEEPER(S) SHALL BE AVAILABLE AT ALL TIMES TO CLEAN FOREIGN OBJECT DEBRIS (FOD) FROM HAUL ROUTE OR OTHER AREAS ADJACENT TO CONSTRUCTION ACTIVITY. CONTRACTOR SHALL CONSTANTLY MONITOR AIRCRAFT MOVEMENT AREAS FOR FOD AND IMMEDIATELY REMOVE ALL DEBRIS.

11. PRIOR TO OPENING OR CLOSING A RUNWAY OR TAXIWAY, THE CONTRACTOR MUST, THROUGH THE AIRPORT, GIVE NOTICE USING THE NOTICE TO AIR MISSIONS (NOTAM) SYSTEM OF PROPOSED LOCATION, TIME AND DATE OF COMMENCEMENT OF CONSTRUCTION AND THE DURATION OF THE CLOSURE.

12. THIS PROJECT WILL GENERATE QUANTITIES OF ASPHALT MILLINGS. THE CONTRACTOR SHALL COORDINATE WITH THE SPONSOR AND/OR THE ENGINEER FOR PLACEMENT LOCATIONS. THE MILLINGS WILL BE PLACED AND ROLLED IN ON-SITE LOCATIONS DESIGNATED BY THE SPONSOR AND/OR THE ENGINEER IN ACCORDANCE WITH ITEM P-101. THE PLACEMENT OF MILLINGS SHALL BE CONSIDERED INCIDENTAL TO ITEMS P-101. ALL MILLINGS PLACED WILL RECEIVE A TACK COAT APPLICATION IN ACCORDANCE WITH P-603.

13. FOURTEEN (14) DAYS PRIOR TO THE BEGINNING OF WORK, THE CONTRACTOR SHALL SUBMIT A QUALITY CONTROL PLAN WHICH INCLUDES A WORK SCHEDULE AND PROPOSED CONSTRUCTION METHODS CONSISTENT WITH THE PHASING PLAN STATED IN THE DESIGN.

14. THE CONTRACTOR SHALL HAVE A MINIMUM OF ONE (1) CURRENT COPY OF THE APPROVED PLANS (INCLUDING ANY CHANGE ORDERS, SUPPLEMENTAL AGREEMENTS, FIELD DIRECTIVES, ETC.), ONE (1) CURRENT COPY OF THE APPROPRIATE STANDARDS AND SPECIFICATIONS, AND A COPY OF ANY PERMITS AND EXTENSION AGREEMENTS NEEDED FOR THE JOB, ON SITE AT ALL TIMES.

15. DESIGNS CONTAINED HEREIN ARE BASED ON SPECIFIED EQUIPMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY REDESIGN FOR EQUIPMENT SUBSTITUTIONS TO THE APPROVED SPECIFICATIONS AT NO ADDITIONAL COST TO THE SPONSOR. THE CONTRACTOR SHALL PROVIDE MATERIAL SUBMITTALS,SAMPLES AND DESIGN DRAWINGS FOR THE ENGINEER'S APPROVAL A MINIMUM OF SEVEN (7) DAYS PRIOR TO ORDERING.

16. THE AIRPORT RESERVES THE RIGHT TO LOAD, HAUL, AND STOCKPILE, WITH THEIR OWN EQUIPMENT, ANY AND/OR ALL ASPHALT MILLINGS GENERATED FROM DEMOLITION OPERATIONS.

17. ALL MATERIALS, WORKMANSHIP, AND CONSTRUCTION OF PUBLIC IMPROVEMENTS SHALL MEET OR EXCEED THE STANDARDS AND SPECIFICATIONS SET FORTH IN THE APPLICABLE STATE AND FEDERAL REGULATIONS. WHERE THERE IS CONFLICT BETWEEN THESE PLANS AND THE SPECIFICATIONS, OR ANY APPLICABLE STANDARDS, THE HIGHER QUALITY STANDARD SHALL APPLY. ALL WORK SHALL BE INSPECTED AND APPROVED BY THE RESIDENT ENGINEER.

18. DIMENSIONING FOR LAYOUTS AND CONSTRUCTION ARE NOT TO BE SCALED FROM ANY DRAWINGS. IF PERTINENT DIMENSIONS ARE NOT SHOWN, CONTACT THE ENGINEER FOR CLARIFICATION AND RECORD DIMENSIONS ON AS-BUILT DRAWINGS.

19. TOPSOIL SHALL BE REMOVED AND STOCKPILED PRIOR TO GRADING OPERATIONS. PAYMENT FOR RE-HANDLING OF TOPSOIL SHALL NOT BE MEASURED FOR PAYMENT.

20. CONTRACTOR SHALL HAVE A COPY OF THE CURRENT FAA ADVISORY CIRCULAR AC 150/5340-1 (CURRENT VERSION) "STANDARDS FOR AIRPORT MARKINGS" ON SITE AT ALL TIMES. ANY DISCREPANCY BETWEEN INFORMATION SHOWN ON THE PLAN SHEETS AND THE ADVISORY CIRCULAR SHALL BE COORDINATED WITH THE ENGINEER FOR DIRECTION.

QUALITY CONTROL/QUALITY ASSURANCE

1. FOURTEEN (14) DAYS PRIOR TO THE BEGINNING OF WORK, THE CONTRACTOR SHALL SUBMIT A QUALITY CONTROL PLAN WHICH INCLUDES A WORK SCHEDULE AND PROPOSED CONSTRUCTION METHODS CONSISTENT WITH THE PHASING PLAN STATED IN THE DESIGN.

2. THE CONTRACTOR SHALL HAVE A MINIMUM OF ONE (1) CURRENT COPY OF THE APPROVED PLANS (INCLUDING ANY CHANGE ORDERS, SUPPLEMENTAL AGREEMENTS, FIELD DIRECTIVES, ETC.), ONE (1) CURRENT COPY OF THE APPROPRIATE STANDARDS AND SPECIFICATIONS, AND A COPY OF ANY PERMITS AND EXTENSION AGREEMENTS NEEDED FOR THE JOB, ON SITE AT ALL TIMES.

PERMITTING

1. PRELIMINARY PERMITTING INFORMATION WILL BE SUBMITTED BY THE ENGINEER PRIOR TO AWARD OF CONTRACT. SPECIFIC ITEMS THAT WILL NEED TO BE COMPLETED BY THE CONTRACTOR INCLUDE BUT ARE NOT LIMITED TO SUPPLYING NECESSARY BONDING, PAYMENT OF ALL FEES, REVIEW OF ALL CALCULATIONS AND ASSUMPTIONS MADE BY THE ENGINEER PRIOR TO AWARD. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS INCLUDING, BUT NOT LIMITED TO, AN FAA 7460-1 NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION, A CDPHE STORMWATER PERMIT, AND A FUGITIVE DUST PERMIT. THE CONTRACTOR SHALL BE RESPONSIBLE TO PAY FOR THE COST TO OBTAIN ALL PERMITS.

2. THE CONTRACTOR SHALL SUBMIT A COPY OF ALL PERMITS REQUIRED FOR THE PROJECT TO THE ENGINEER, FOR HIS REVIEW.

SITE ACCESS AND STAGING

1. THE CONTRACTOR IS REQUIRED TO OBTAIN A WATER METER FROM THE TOWN OF GUNNISON WATER DIVISION FOR ACCESS TO CONSTRUCTION WATER FROM AN ON AIRPORT LOCATION. THE CONTACT PHONE NUMBER IS 970-641-8020. A WATER SOURCE ON AIRPORT PROPERTY AND THE PRICE OF WATER WILL BE COORDINATED AT THE TIME OF BIDDING.

2. DURING CONSTRUCTION, THE CONTRACTOR SHALL MINIMIZE DISTURBANCES TO ALL CONSTRUCTION AREAS AND ACCESS ROUTES. THIS INCLUDES EQUIPMENT AND VEHICULAR RUTS CREATED IN ANY PAVEMENTS, ANY HAUL/ACCESS ROADS, OR ANY INFIELD/SAFETY AREAS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES OR ROADS. REPAIRS SHALL BE MADE AT NO ADDITIONAL COST TO THE SPONSOR AND TO THE SATISFACTION OF THE ENGINEER. HAUL ROUTE BRIDGES SHALL BE CONSTRUCTED AT HAUL ROUTES CROSSING EXISTING AIRFIELD PAVEMENT. COSTS ASSOCIATED WITH HAUL BRIDGE CONSTRUCTION WILL BE CONSIDERED INCIDENTAL TO MOBILIZATION.

3. BEFORE ESTABLISHING SITE ACCESS AND HAUL ROUTES, THE CONTRACTOR SHALL OBTAIN APPROVAL FROM THE ENGINEER. WHEN POSSIBLE, ACCESS/HAUL ROUTES SHALL UTILIZE EXISTING ROADS. THE CONTRACTOR SHALL MAINTAIN AIRPORT SECURITY AT ALL TIMES.

4. ALL DAMAGE TO UTILITIES, PAVEMENT, EQUIPMENT, OR STRUCTURES FROM CONSTRUCTION ACTIVITIES SHALL BE IMMEDIATELY REPORTED TO THE RESIDENT ENGINEER. THE RESIDENT ENGINEER SHALL DETERMINE WHETHER REPAIR OR REPLACEMENT IS NECESSARY. ALL REPAIR METHODS SHALL BE SUBMITTED TO THE RESIDENT ENGINEER FOR REVIEW AND APPROVAL PRIOR TO INITIATING THE WORK. REPAIRS SHALL BE MADE AT NO ADDITIONAL COST TO THE SPONSOR AND TO THE APPROVAL OF THE ENGINEER.

5. CONTRACTOR SHALL EXAMINE THE EXISTING PAVEMENTS THAT WILL BE USED FOR HAULING OF MATERIAL AND EQUIPMENT, AND DETERMINE THE PAVEMENTS ABILITY TO WITHSTAND CONTRACTOR OPERATIONS WITHOUT CAUSING DAMAGE TO THE PAVEMENT. ANY DAMAGE CAUSED BY THE CONTRACTOR SHALL BE REPAIRED BY THE CONTRACTOR TO THE APPROVAL OF THE ENGINEER AND AT NO ADDITIONAL COST TO THE SPONSOR.

6. CONTRACTOR SHALL BE REQUIRED TO PROVIDED NON-POTABLE WATER FOR CONSTRUCTION PURPOSES. CONTRACTOR SHALL BE RESPONSIBLE FOR STORAGE OF NON-PORTABLE WATER. ANY STRUCTURES ERECTED IN SUPPORT OF WATERING OPERATIONS SHALL MEET FAA FAR PART 77 CLEARANCES FOR ALL AIRCRAFT AND BE APPROPRIATELY LIT AS A HAZARD TO THE FLYING PUBLIC. NON-PORTABLE WATER USED FOR P-152 OR DUST CONTROL SHALL BE INCIDENTAL TO THE PROJECT BID ITEMS.

7. DURING ANY NIGHTTIME OPERATIONS ALL AREA LIGHTING SHALL FACED IN DIRECTIONS AS DIRECTED BY THE ENGINEER. AT NO TIME SHALL LIGHT PLANTS BE LEFT RUNNING WHEN CONSTRUCTION OPERATIONS ARE NOT IN PROCESS.

8. ALL AREAS THAT ARE DISTURBED BY CONTRACTOR OPERATIONS, SHALL BE SEEDED PER T-901 SEEDING. ALL EROSION CONTROL COSTS ARE INCIDENTAL TO CONSTRUCTION AND WILL NOT BE PAID SEPARATELY.

9. ALL CONTRACTOR EMPLOYEES SHALL BE REQUIRED TO PARK IN THE CONTRACTORS DESIGNATED STAGING AREA ONLY AND SHALL BE DRIVEN TO THE PROJECT SITE BY DESIGNATED CONSTRUCTION VEHICLES.

10. CRAWLER TRACKED VEHICLES SHALL NOT BE ALLOWED ON PAVED SURFACES. TRACKED VEHICLES MUST BE MOVED ACROSS PAVED SURFACES ON A WHEELED VEHICLE.

11. WHENEVER CONSTRUCTION TRAFFIC IS REQUIRED TO CROSS AN ACTIVE RUNWAY, TAXIWAY, TAXILANE, OR INTERRUPT NORMAL TRAFFIC FLOW ON APRONS OR RAMPS, THE CONTRACTOR SHALL PROVIDE FLAGGERS AT THE CROSSING(S) AS REQUIRED BY THE CONSTRUCTION PHASING DRAWINGS OR AS DIRECTED BY THE ENGINEER OR THE AIRPORT (INCIDENTAL TO ITEM C-105).

UTILITIES

1. PRIOR TO COMMENCING WORK, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE APPROPRIATE UTILITY AGENCIES, UTILITY NOTIFICATION CENTERS, AND TO FIELD VERIFY THE LOCATIONS AND DEPTHS, THROUGH UTILITY LOCATES AND POTHOLES, OF ALL EXISTING UTILITIES WITHIN THE PROJECT LIMITS, STAGING, AND HAUL ROUTE AREAS.

2. THE EXISTING UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND SHALL NOT BE SCALED FOR EXACT LOCATION. LOCATION OF EXISTING DUCT BANK, CIRCUITING, UTILITIES AND STRUCTURES SHOWN ON THESE DRAWINGS IS BASED ON AVAILABLE INFORMATION AND IS NOT WARRANTED TO BE EXACT, NOR IS IT WARRANTED THAT ALL OF THESE ITEMS ARE SHOWN.

3. CONTRACTOR SHALL CONTACT AND COORDINATE WITH THE APPROPRIATE UTILITY AGENCIES WHEN WORKING ON OR WITHIN THE PROXIMITY OF AN AGENCIES UTILITY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES THAT CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.

4. ANY INTERRUPTION OF AN EXISTING SYSTEM OR UTILITY SERVICE SHALL BE COORDINATED AND APPROVED BY THE AIRPORT AND THE AUTHORITY, AGENCY, OR UTILITY HAVING JURISDICTION, PRIOR TO STARTING WORK INCLUDING CONTACTING THE AIRPORT AND FAA.

5. CONTRACTOR IS RESPONSIBLE FOR DAMAGES TO EXISTING UTILITIES. REPAIRS DEEMED NECESSARY BY THE ENGINEER WILL BE COMPLETED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE SPONSOR. SEE SECTION 50 OF THE CONTRACT DOCUMENTS AND THE "CONSTRUCTION STAKING AND LAYOUT" NOTES CONTAINED IN THESE GENERAL NOTES SHEETS FOR ADDITIONAL NOTES REGARDING UTILITY LOCATES.

6. THE CONTRACTOR SHALL COORDINATE AND COOPERATE WITH THE CITY, COUNTY, AND ALL UTILITY COMPANIES INVOLVED, WITH REGARD TO RELOCATIONS OR ADJUSTMENTS OF EXISTING UTILITIES DURING CONSTRUCTION, AND TO ASSURE THAT THE WORK IS ACCOMPLISHED IN A TIMELY FASHION AND WITH A MINIMUM DISRUPTION OF SERVICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL PARTIES AFFECTED BY ANY DISRUPTION OF ANY SERVICE.

7. WHERE NEW DUCT BANKS OR OTHER UTILITIES ARE NEAR EXISTING UTILITIES, THE CONTRACTOR SHALL HAND EXCAVATE AROUND THE EXISTING UTILITIES IN ORDER T0 PREVENT DAMAGE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMMEDIATELY REPAIRING ANY UTILITY DAMAGED DURING CONSTRUCTION.

8. WHEN INSTALLING NEW UTILITIES UNDER EXISTING PAVEMENT THE CONTRACTOR SHALL NEATLY SAW CUT AND REMOVE THE EXISTING PAVEMENT PRIOR TO INSTALLING THE CONDUIT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING ANY PAVEMENT REMOVED OR DAMAGED DURING THE UTILITY INSTALLATION PROCESS. ALL WORK REQUIRED TO REMOVE AND REPAIR PAVEMENT SHALL BE INCLUDED IN THE INSTALL NEW UTILITY BID ITEM.

9. THE CONTRACTOR SHALL SEQUENCE INSTALLATION OF UTILITIES IN SUCH A MANNER AS TO MINIMIZE POTENTIAL UTILITY CONFLICTS. IN GENERAL, STORM SEWER AND SANITARY SEWER SHOULD BE CONSTRUCTED PRIOR TO INSTALLATION OF THE WATER LINES AND DRY UTILITIES.

10. CONTRACTOR SHOULD EXPECT TO ENCOUNTER WATER IN LIGHT CANS, JUNCTION CANS AND STRUCTURES. CONTRACTOR RESPONSIBLE FOR DEWATERING AT NO ADDITIONAL COST TO THE OWNER.

11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES PRIOR TO BEGINNING CONSTRUCTION. THE CONTRACTOR MAY UTILIZE THE FOLLOWING TOLL FREE TELEPHONE NUMBER PROVIDED BY "COLORADO 811": 811 OR 800-922-1987. THIS NUMBER IS APPLICABLE ANYWHERE WITHIN THE STATE OF COLORADO.

SUBMITTALS

1. THE CONTRACTOR SHALL SUBMIT A DETAILED LISTING OF ALL SUBMITTALS (E.G., MIX DESIGNS, MATERIAL CERTIFICATION, AND PRODUCT INFORMATION) AND SHOP DRAWINGS REQUIRED BY THE TECHNICAL SPECIFICATIONS.

2. THE CONTRACTOR SHALL REVIEW THE CONTRACT DOCUMENTS SECTION 100-05 FOR SUBMITTAL SCHEDULE REQUIREMENTS.

3. THE CONTRACTOR SHALL PROVIDE MATERIAL SUBMITTALS FOR THE ENGINEER'S APPROVAL AT LEAST TEN (10) DAYS PRIOR TO ORDERING.

TRAFFIC CONTROL

1. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING AND PROVIDING ALL REQUIRED TRAFFIC CONTROL FOR THE PROJECT'S ACCESS LOCATIONS, INCLUDING ANY REQUIREMENTS OF CDOT, TOWN OF GUNNISON, OR GUNNISON COUNTY. ALL ASSOCIATED COSTS ARE INCIDENTAL TO CONSTRUCTION AND WILL NOT BE PAID SEPARATELY.

2. THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN IN ACCORDANCE WITH LOCAL JURISDICTIONAL REQUIREMENTS FOR APPROVAL PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING ANY AND ALL TRAFFIC CONTROL DEVICES.

MATERIAL SUPPLY AND DISPOSAL

1. ALL MATERIALS MUST BE OBTAINED FROM AN UNDESIGNATED SOURCE UNLESS OTHERWISE IDENTIFIED IN THE PLANS OR SPECIFICATIONS.

2. ALL WASTE MATERIALS SHALL BE REMOVED FROM THE AIRPORT PROPERTY AT NO COST TO THE SPONSOR UNLESS OTHERWISE DIRECTED BY THE SPONSOR.

3. CONTRACTOR TO SALVAGE ALL ELECTRICAL WIRE, LIGHT CAN BASES, EDGE LIGHTS AND ISOLATION TRANSFORMERS. ALL SALVAGED MATERIALS WILL BE THE PROPERTY OF THE AIRPORT. SALVAGED MATERIALS SHALL BE NEATLY STACKED ON WOODEN PALLETS AND BANDED TO THE PALLET.

WORKING NEAR STRUCTURES

1. THE STRUCTURES SHOWN OR DEFINED IN THE CONTRACT DOCUMENTS AND PLANS HAS BEEN DESIGNED ONLY FOR LOADS ANTICIPATED ON THE STRUCTURE DURING ITS SERVICE LIFE. CONTRACTOR SHALL PROVIDE ALL REQUIRED ENGINEERING AND OTHER MEASURES TO ACHIEVE THE MEANS, METHODS, AND SEQUENCES OF WORK. REQUIRED ENGINEERING MAY INCLUDE, BUT IS NOT LIMITED TO:

- LAYOUT
- DESIGN FOR FORMWORK, SHORING, AND RESHORING
- DESIGN OF CONCRETE MIXES
- ERECTION PROCEDURES WHICH ADDRESS STABILITY OF THE FRAME DURING CONSTRUCTION
- WELD PROCEDURES
- DESIGN OF TEMPORARY BRACING OF WALLS FOR WIND, SEISMIC, OR SOIL LOADS
- SURVEYING TO VERIFY CONSTRUCTION TOLERANCES
- EVALUATION OF TEMPORARY CONSTRUCTION LOADS ON STRUCTURE DUE TO EQUIPMENT AND MATERIALS
- STRUCTURAL ENGINEERING TO RESIST ANY OTHER LOADS NOT IDENTIFIED ON DESIGN DRAWINGS.

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ISSUANCE SCHEDULE

NUMBER	DATE	DESCRIPTION
1	12/12/23	ISSUED FOR CONSTRUCTION

GUNNISON-CRESTED BUTTE REGIONAL AIRPORT
CDAG NO. 23-GUC-01
GENERAL AVIATION RAMP RECONSTRUCTION
GUNNISON, COLORADO

PROJECT NO:	23-GUC-01
DATE ISSUED:	12/12/23
DESIGNED BY:	T.A.R.
DRAWN BY:	R.L.B.
CHECKED BY:	C.L.G.

SHEET NAME:
GENERAL NOTES

SHEET NO:
G-003

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SAFETY

1. DURING CONSTRUCTION, THE CONTRACTOR SHALL COMPLY WITH FAA ADVISORY CIRCULAR (AC) 150/5370-2 (CURRENT VERSION), "OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION".

2. THE CONTRACTOR SHALL REVIEW THE CONSTRUCTION SAFETY AND PHASING PLAN (CSPP) CONTAINED IN THE CONTRACT DOCUMENTS, AND PREPARE FOR APPROVAL BY THE ENGINEER, A SAFETY PLAN COMPLIANCE DOCUMENT (SPCD) PRIOR TO NOTICE TO PROCEED, AS REQUIRED PER ADVISORY CIRCULAR (AC) 150/5370-2 (CURRENT VERSION), "OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION".

3. ALL VEHICLES AND EQUIPMENT WORKING REGULARLY ON THE PROJECT SITE SHALL BE REQUIRED TO BE EQUIPPED WITH STANDARD FAA MARKINGS PER FAA ADVISORY CIRCULAR 150/5210-5 (CURRENT VERSION) OR BE ESCORTED BY A PROPERLY MARKED VEHICLE. AN ORANGE AND WHITE 3 FOOT BY 3 FOOT FAA STANDARD VEHICLE FLAG MAY BE USED DURING DAYTIME OPERATIONS OR A FLASHING BEACON MAY BE USED AT ANY TIME. FAILURE TO PROVIDE SUCH MARKINGS OR ESCORT FOR ANY EQUIPMENT INSIDE THE AIRPORT PERIMETER FENCE WILL PRECLUDE THAT EQUIPMENT FROM OPERATING ON THE PROJECT. DELAYS CAUSED DUE TO LACK OF CONFORMANCE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. BACKUP ALARMS SHALL BE ADJUSTED FOR SURROUNDING NOISE LEVELS. TRITON HARK-ALARM OR APPROVED EQUAL.

4. ALL VEHICLES AND EQUIPMENT WORKING ON THE SITE SHALL BE EQUIPPED WITH STANDARD FAA MARKINGS PER FAA ADVISORY CIRCULAR 150/5210-5 (CURRENT VERSION) OR BE ESCORTED BY A PROPERLY MARKED VEHICLE. ANY VEHICLE OR EQUIPMENT OPERATING WITHIN THE AIRPORT'S PERIMETER FENCE NOT PROPERLY MARKED OR ESCORTED MAY NOT OPERATE ON THE SITE AND MUST BE REMOVED IMMEDIATELY. ANY DELAY OR COST TO CONTRACTOR OPERATIONS FROM UNMARKED OR UNESCORTED VEHICLES OR EQUIPMENT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. STANDARD FAA VEHICLE FLAGS (3 FOOT BY 3 FOOT ORANGE AND WHITE) MAY BE USED DURING DAYTIME HOURS. FLASHING BEACONS MAY BE USED AT ANY TIME. BACKUP ALARMS ARE REQUIRED AND SHALL BE PROXIMITY BASED AND ADJUSTED FROM SURROUNDING NOISE LEVELS. SEE THE CONSTRUCTION SAFETY AND PHASING PLAN (CSPP) FOR MORE DETAILS.

5. CONTRACTOR SHALL MAINTAIN AIRPORT PERIMETER SECURITY FOR THE DURATION OF THE PROJECT. ANY REVISIONS TO FENCE ALIGNMENT SHALL BE COORDINATED WITH ENGINEER FOR APPROVAL AT LEAST ONE WEEK PRIOR TO CONSTRUCTION. ALL COSTS SHALL BE INCIDENTAL TO PROJECT BID ITEMS.

6. ANY TEMPORARY FENCE SHALL MATCH THE HEIGHT OF THE EXISTING PERIMETER FENCE. CHAIN LINK OR APPROVED EQUAL. THE METAL POSTS FOR THE FENCE SHALL BE SET IN THE GROUND A MINIMUM OF 3'. THE SPACING OF THE POSTS SHALL BE SMALL ENOUGH THAT THE FABRIC OF THE FENCE DOES NOT SAG OR DEFLECT IN THE WIND. ANY GAPS UNDER THE FENCE DUE TO EXISTING GROUND VARIATIONS SHALL BE ELIMINATED USING ANY APPROVED METHOD AND TO THE SATISFACTION OF THE ENGINEER. ANY AREAS DISTURBED BY THE INSTALLATION OR REMOVAL OF THE TEMPORARY FENCE SHALL BE GRADED AND SEEDED IF DEEMED NECESSARY BY THE ENGINEER. THIS SEEDING WORK SHALL BE CONSIDERED INCIDENTAL TO THE TEMPORARY FENCE BID ITEM (F-162), AND SHALL NOT BE PAID FOR SEPARATELY. A CLEAR ZONE OF TEN (10) FEET MINIMUM SHALL BE MAINTAINED ON EITHER SIDE OF THE FENCE, AND MUST NOT CONTAIN ANY OBJECTS THAT COULD BE OF ASSISTANCE TO AN INDIVIDUAL ATTEMPTING TO SCALE THE SECURITY FENCE.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ASPECTS OF SAFETY INCLUDING, BUT NOT LIMITED TO, EXCAVATION, TRENCHING, SHORING, TRAFFIC CONTROL, AND SECURITY.

8. CONTRACTOR SHALL MAINTAIN EMERGENCY ACCESS THROUGH PROJECT SITE AT ALL TIMES. ALL ROADWAYS (TEMPORARY OR PERMANENT) SHALL BE MAINTAINED BY CONTRACTOR.

EROSION CONTROL

1. THE CONTRACTOR SHALL COMPLY WITH ALL TERMS AND CONDITIONS OF THE COLORADO PERMIT FOR STORM WATER DISCHARGE, THE STORM WATER MANAGEMENT PLAN, THE EROSION CONTROL PLAN, AND ALL REQUIREMENTS OF THE LOCAL DRAINAGE AUTHORITY.

2. ALL STRUCTURAL EROSION CONTROL MEASURES SHALL BE INSTALLED, AT THE LIMITS OF CONSTRUCTION, PRIOR TO ANY OTHER GROUND-DISTURBING ACTIVITY. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED IN GOOD REPAIR BY THE CONTRACTOR, UNTIL SUCH TIME AS THE ENTIRE DISTURBED AREA IS STABILIZED WITH HARD SURFACE OR LANDSCAPING.

3. CONTRACTOR SHALL MAINTAIN POSITIVE DUST CONTROL DURING THE ENTIRE PROJECT DURATION. THE METHOD OF DUST CONTROL EMPLOYED DURING ALL PHASES SHALL BE SUBMITTED FOR APPROVAL BY THE ENGINEER. DUST CONTROL SHALL BE EMPLOYED DURING ANY PROJECT SHUTDOWN PERIODS, WINTER OR OTHERWISE. PAYMENT FOR THIS WORK SHALL BE INCIDENTAL TO THE VARIOUS ITEMS OF WORK, AND NO SEPARATE PAYMENT WILL BE MADE.

4. ANY EROSION CONTROL FACILITY DAMAGED OR DESTROYED PREMATURELY, BY ANY MEANS, SHALL BE IMMEDIATELY REPAIRED BY THE CONTRACTOR.

5. A WATER TRUCK SHALL BE KEPT ON SITE AT ALL TIMES DURING EARTHWORK ACTIVITIES FOR DUST ABATEMENT.

6. THE STORMWATER BMPS SHOWN IN THE ISSUED FOR CONSTRUCTION EROSION CONTROL SHEETS ARE TO BE USED AS A GUIDE FOR THE CONTRACTOR WHEN DEVELOPING HIS/HER STORMWATER MANAGEMENT PLAN. FIELD CONDITIONS MAY WARRANT MORE, LESS OR DIFFERENT BMP INSTALLATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DEVELOP A STORMWATER AND EROSION CONTROL PLAN THAT MEETS ALL LOCAL, STATE, AND FEDERAL REQUIREMENTS ASSOCIATED WITH THE STORMWATER PERMIT.

7. SILT AND SEDIMENT SHALL BE REMOVED AFTER EACH SUBSTANTIAL RAINFALL.

8. NEGATIVE IMPACTS TO DOWNSTREAM AREAS CAUSED BY GRADING ARE TO BE MONITORED AND CORRECTED BY THE CONTRACTOR. ANY OFF-SITE CLEAN-UP, DIRECTED BY THE PUBLIC WORKS INSPECTOR, (INCLUDING STREET CLEANING), SHALL BE COMPLETED WITHIN 24-HOURS OF WRITTEN INSTRUCTION, OR RISK CONSTRUCTION STOPPAGE.

9. TEMPORARY EROSION CONTROL MEASURES SHALL NOT BE REMOVED UNTIL SUCH TIME AS ALL TRIBUTARY-DISTURBED AREAS ARE SUFFICIENTLY STABILIZED IN THE OPINION OF THE PUBLIC WORKS INSPECTOR OR RESIDENT ENGINEER, TO MINIMIZE EROSION POTENTIAL.

10. WHEN TEMPORARY EROSION CONTROL MEASURES ARE REMOVED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEAN-UP AND REMOVAL OF ALL SEDIMENT AND DEBRIS FROM ALL DRAINAGE AND OTHER PUBLIC FACILITIES.

11. ALL AREAS FOR SEEDING SHALL BE TILLED TO BREAK UP ROOTING RESTRICTIVE LAYERS, HAVE A MINIMUM OF 4" OF TOPSOIL REAPPLIED, AND THEN BE HARROWED, AND ROLLED OR PACKED, TO PREPARE THE REQUIRED FIRM SEED BED.

QUANTITIES

1. ALL STATED QUANTITIES ARE CONSIDERED APPROXIMATE. ACTUAL QUANTITIES WILL BE DETERMINED BY THE ENGINEER FROM WORK IN-PLACE.

2. ACTUAL RATES OF APPLICATION WILL BE DETERMINED BY THE ENGINEER.

3. THE PROJECT PAY ITEMS PROVIDED ARE TO BE INCLUSIVE OF ALL WORK TO BE PERFORMED AS SHOWN IN THE CONTRACT DOCUMENTS. ALL WORK NOT IDENTIFIED WITH A SPECIFIC PAY ITEM IS TO BE CONSIDERED REQUIRED WORK TO COMPLETE THE PROJECT, AND IS TO BE INCIDENTAL TO THE COST OF PROJECT PAY ITEMS PROVIDED.

4. ALL PAVEMENT REMOVAL SHALL BE MEASURED AND PAID TO NEAT LINE DIMENSIONS.

5. IF THE CONTRACTOR CHOOSES TO OVERBUILD PAVEMENT LAYERS BEYOND THE DIMENSIONS SHOWN ON THE PLANS FOR CONSTRUCTABILITY, NO PAYMENT WILL BE MADE FOR THIS ADDITIONAL MATERIAL.

6. PIPE LENGTHS SHOWN ON PLANS ARE FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE.

7. THE FOLLOWING RATES WERE USED TO CALCULATE ESTIMATED QUANTITIES:

   7.1. BITUMINOUS PAVEMENT COURSE AT THE RATE OF 155 LBS PER CUBIC FOOT.

   7.2. ASPHALT ROTOMILLING IS BASED ON SQUARE YARD REGARDLESS OF ASPHALT DEPTH.

   7.3. BITUMINOUS TACK COAT AT THE RATE OF 0.15 GAL. PER SQUARE YARD PER LIFT.

SURVEY

1. TWO WEEKS PRIOR TO START OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE THE ENGINEER WITH A PRE-CONSTRUCTION SURVEY VERIFYING EXISTING ELEVATIONS OF ALL PAVEMENT AREAS AND OTHER CRITICAL AREAS DETERMINED BY THE ENGINEER. THE SURVEY SHALL BE PERFORMED USING SPECIFIED PROJECT CONTROL AND SHALL PROVIDE SUFFICIENT SHOTS TO ACCURATELY REPRESENT THE EXISTING SURFACE. SURVEY SHALL BE PROVIDED TO THE ENGINEER IN ELECTRONIC FORMAT THAT IS ACCEPTABLE TO THE ENGINEER. THIS SURVEY WILL BE USED TO DETERMINE IF ANY MODIFICATIONS TO DESIGN GRADES ARE REQUIRED. THIS SURVEY WILL BE INCIDENTAL TO C-105. PRE-CONSTRUCTION SURVEY SHALL BE PERFORMED BY A STATE LICENSED LAND SURVEYOR. SEE SECTION 50 OF THE CONTRACT DOCUMENTS AND THE "CONSTRUCTION STAKING AND LAYOUT" NOTES CONTAINED IN THESE GENERAL NOTES SHEETS FOR ADDITIONAL SURVEY INFORMATION.

2. BEFORE AND DURING THE PROJECT, ANY DISCREPANCIES IN EXISTING CONDITIONS DISCOVERED BY THE CONTRACTOR SHALL BE IMMEDIATELY IDENTIFIED TO THE ENGINEER.

3. ALL SURVEY PROVIDED TO THE ENGINEER FOR PRE-CONSTRUCTION SURVEYS AND VERIFICATION SURVEYS SHALL BE PROVIDED ELECTRONICALLY AND SHALL INCLUDE POINT NUMBERS, NORTHING, EASTINGS, ELEVATIONS, AND DESCRIPTIONS (PNEZD, COMMA DELINEATED FORMAT).

4. DAILY FIELD SURVEY NOTES SHALL BE GIVEN TO THE ENGINEER SO THAT PERIODIC CHECKS FOR CONFORMANCE WITH PLAN GRADES, ALIGNMENTS, AND GRADE TOLERANCES CAN BE REVIEWED.

5. ALL REQUIRED SURVEY WILL BE INCIDENTAL TO OTHER BID ITEMS.

6. THE HORIZONTAL AND VERTICAL COORDINATES ARE BASED ON THE HORIZONTAL DATUM NAD 83 AND VERTICAL DATUM NAV 88.

CONSTRUCTION STAKING AND LAYOUT

1. DRAINAGE SWALES SLOPE STAKES AND FLOW LINE BLUE TOPS AT 50-FOOT (15-M) STATIONS.

2. SUBGRADE BLUE TOPS AT 50-FOOT STATIONS WITH A 50-FOOT OFFSET DISTANCE (MAXIMUM) AND AT THE EDGE OF PAVEMENT.

3. SUBBASE AND BASE COURSE BLUE TOPS AT 50-FOOT STATIONS WITH A 50-FOOT OFFSET DISTANCE (MAXIMUM) AND AT THE EDGE OF PAVEMENT.

4. PAVEMENT AREAS:

   4.1. EDGE OF PAVEMENT HUBS AND TACKS (FOR STRINGLINE BY CONTRACTOR) AT 100-FOOT STATIONS

   4.2. BETWEEN LIFTS AT 25-FOOT STATIONS FOR RUNWAYS (EACH PAVING LANE WIDTH), TAXIWAYS (EACH PAVING LANE WIDTH), AND HOLDING AREAS (EACH PAVING LANE WIDTH)

   4.3. AFTER FINISH PAVING OPERATIONS AT 50-FOOT STATIONS (FOR GRADE ACCEPTANCE VERIFICATION) AT ALL PAVED AREAS AT THE EDGE OF EACH PAVING LANE AND ALL GRADE BREAKS PRIOR TO NEXT PAVING LOT

   4.4. SHOULDER AND SAFETY AREA BLUE TOPS AT 50-FOOT STATIONS AND AT ALL BREAK POINTS WITH MAXIMUM OF 50-FOOT OFFSETS

5. REQUIRED VERIFICATION/AS-BUILT SURVEY SHALL BE PROVIDED ELECTRONICALLY IN AN ENGINEER APPROVED FORMAT AND SHALL INCLUDE POINT NUMBER, NORTHING, EASTING, ELEVATION, AND DESCRIPTION (PNEZD, COMMA DELIMITED FORMAT).

6. THE CONTRACTOR SHALL PROVIDE VERIFICATION SURVEY TO THE ENGINEER FOR ALL LOCATIONS WHERE PROPOSED CONSTRUCTION WILL TIE INTO ANY EXISTING STRUCTURES AND PAVEMENTS. THIS SURVEY SHALL BE USED FOR VERIFICATION OF EXISTING CONDITIONS AND SHALL BE SUBMITTED PRIOR TO COMMENCING CONSTRUCTION ACTIVITIES IN THE AREAS OF THE EXISTING INFRASTRUCTURE. THIS SURVEY SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION OPERATIONS AND SHALL BE PROVIDED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE SPONSOR. WORK IN THESE AREAS SHALL NOT BE ALLOWED TO COMMENCE UNTIL THIS SURVEY VERIFICATION HAS BEEN SUPPLIED BY THE CONTRACTOR TO THE ENGINEER AND THE ENGINEER HAS PROVIDED ACCEPTANCE, BASED ON A TIMELY REVIEW OF THE VERIFICATION SURVEY.

7. IN ADDITION TO ALL REQUIRED UTILITY LOCATES, THE CONTRACTOR SHALL BE REQUIRED TO VERIFY THE ELEVATIONS OF ALL UTILITY CROSSINGS BEFORE COMMENCING CONSTRUCTION OPERATIONS. FOR EXAMPLE, BEFORE THE CONTRACTOR BEGINS WORK ON A PROPOSED STORM DRAIN, THE ELEVATION, BOTH TOP AND BOTTOM, OF ALL UTILITIES THAT CROSS THE PROPOSED PIPE SHALL BE VERIFIED AND PROVIDED TO THE ENGINEER. THIS VERIFICATION SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION OPERATIONS AND SHALL BE PROVIDED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE SPONSOR. WORK IN THESE AREAS SHALL NOT BE ALLOWED TO COMMENCE UNTIL THESE UTILITY VERIFICATIONS HAVE BEEN SUPPLIED BY THE CONTRACTOR TO THE ENGINEER AND THE ENGINEER HAS PROVIDED ACCEPTANCE, BASED ON A TIMELY REVIEW OF THE VERIFICATION SURVEY.

8. AREAS WHERE EXCAVATIONS OR EMBANKMENTS ARE TO BE CONSTRUCTED, THE CONTRACTOR SHALL PROVIDE VERIFICATION SURVEY OF THE INITIAL AND FINAL CONDITIONS FOR USE IN THE DETERMINATION OF FINAL EARTHWORK QUANTITIES FOR PAYMENT. THE CONTRACTOR SHALL FURNISH THE INITIAL SURVEY BEFORE CONSTRUCTION OPERATIONS COMMENCE AND THE FINAL SURVEY AFTER CONSTRUCTION OPERATIONS HAVE CONCLUDED TO THE ENGINEER FOR QUANTITY DETERMINATION. IN PAVEMENT AREAS, THE FINAL SURFACE SHALL BE THE TOP OF APPROVED SUBGRADE. SURVEYS SHALL PROVIDE SUFFICIENT SHOTS TO ACCURATELY REPRESENT BOTH INITIAL AND FINAL SURFACES. IF ENGINEER DETERMINES THAT THE SUBMITTED SURVEY IS DEFICIENT IN ACCURATELY DETAILING SURVEYED SURFACES, THE CONTRACTOR SHALL PERFORM ADDITIONAL SURVEY TO THE SATISFACTION OF THE ENGINEER. ALL SURVEY SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION OPERATIONS AND SHALL BE PROVIDED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE SPONSOR. SHOULD THE CONTRACTOR FAIL TO PROVIDE THESE INITIAL AND FINAL SURVEYS TO THE ENGINEER, THE EXISTING AND PROPOSED DESIGN SURFACES THAT ARE SHOWN IN THE PLANS SHALL BE USED FOR QUANTITY DETERMINATION.

9. ADDITIONAL STAKES OR MARKINGS SHALL BE REQUIRED AT AN INTERVAL TO CLEARLY DEFINE GRADES FOR SUB-GRADE AND ALL MATERIAL LIFTS REQUIRED FOR THE PAVEMENT STRUCTURE INCLUDING ALL SUBBASES, BASES, AND PAVEMENTS. ADDITIONAL STAKING AND CONTROLS SHALL BE PLACED AS NEEDED FOR CONSTRUCTION TO MEET THE DESIGN AS REQUIRED BY THE SPECIFICATIONS OR SHOWN ON THE DRAWINGS. IN ADDITION TO LOCATIONS STATED ABOVE, STAKING FOR LAYOUT AND SURVEY FOR GRADE VERIFICATIONS SHALL BE PROVIDED AT LOCATIONS OF ALL SPOT ELEVATIONS WHEN PROVIDED FOR IN THE PLANS.

10. ON ALL PAVEMENT LIFTS AND MILLED SURFACES, CONTRACTOR SHALL SPRAY PAINT ON THE PAVEMENT SURFACES FILL DEPTHS TO FINAL SURFACE GRADES SO THE ENGINEER CAN VISUALLY VERIFY PAVEMENT GRADES AND THICKNESSES. FILL LOCATIONS SHALL MATCH ALL SPOT ELEVATIONS AND STAKING AND LAYOUT LOCATIONS DISCUSSED IN THIS SECTION.

11. THE ESTABLISHMENT OF SURVEY CONTROL AND/OR REESTABLISHMENT OF SURVEY CONTROL SHALL BE BY A STATE LICENSED LAND SURVEYOR.

12. CONTROLS AND STAKES DISTURBED OR SUSPECT OF HAVING BEEN DISTURBED SHALL BE CHECKED AND/OR RESET AS DIRECTED BY THE ENGINEER WITHOUT ADDITIONAL COST TO THE OWNER.

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ISSUANCE SCHEDULE

NUMBER	DATE	DESCRIPTION
1	12/12/23	ISSUED FOR CONSTRUCTION

GUNNISON-CRESTED BUTTE REGIONAL AIRPORT
CDAG NO. 23-GUC-01
GENERAL AVIATION RAMP RECONSTRUCTION
GUNNISON, COLORADO

PROJECT NO: 23-GUC-01
DATE ISSUED: 12/12/23

DESIGNED BY: T.A.R.
DRAWN BY: R.L.B.
CHECKED BY: C.L.G.

SHEET NAME:
GENERAL NOTES

SHEET NO:
G-004

Layout Tab Name: G-004
Last Saved By:Ver. 1/16/2024 12:48:43 PM
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MASTER LEGEND

SITE

- EXISTING PAVEMENT
- EXISTING CENTERLINE
- EXISTING MAJOR CONTOUR (6590)
- EXISTING MINOR CONTOUR (6589)
- EXISTING SWALE FLOW LINE
- EXISTING FENCE
- EXISTING FENCE (BARBED WIRE)
- EXISTING FENCE (SPLIT RAIL)
- EXISTING GUARD RAIL
- EXISTING PROPERTY LINE
- EXISTING RIGHT-OF-WAY LINE
- EXISTING EASEMENT LINE
- EXISTING LEASE LINE
- XXXXXXXXXXXX REMOVE ITEM
- ABANDON ITEM
- EXISTING ASPHALT PAVEMENT
- EXISTING CONCRETE PAVEMENT
- EXISTING GRAVEL AREA
- EXISTNG ASPHALT MILLINGS AREA
- EXISTING WETLAND AREA
- EXISTING BUILDING
- EXISTING PAINT MARKING
- EXISTING WAY FINDING SIGN
- AIRCRAFT TIE DOWN
- EXISTING SURVEY MONUMENT
- FENCE POST
- SINGLE GATE
- DOUBLE GATE
- GC GATE CONTROLER
- CR CARD READER

SAFETY & NAVAIDS

- RSA EXISTING RUNWAY SAFETY AREA
- ROFA EXISTING RUNWAY OBJECT FREE AREA
- TSA EXISTING TAXIWAY SAFETY AREA
- TOFA EXISTING TAXIWAY OBJECT FREE AREA
- RPZ EXISTING RUNWAY PROTECTION ZONE
- NAVAID CRITICAL AREA
- BRL EXISTING BUILDING RESTRICTION LINE
- EXISTING AIRPORT BEACON
- EXISTING PAPI SYSTEM
- EXISTING MALS LIGHT
- EXISTING MALS LIGHT BAR
- EXISTING MALS STROBE LIGHT
- EXISTING MALS STROBE LIGHT BAR
- EXISTING LOCALIZER SYSTEM
- EXISTING VASI SYSTEM
- EXISTING WIND CONE
- EXISTING WIND SOCK
- EXISTING REIL
- AWOS EXISTING AWOS SYSTEM
- EXISTING VOR SYSTEM
- EXISTING AIRFIELD ANTENNA
- EXISTING TORNADO SIREN

COMMUNICATIONS

- CBL EXISTING CABLE LINE
- COM EXISTING COMMUNICATION LINE
- OPT EXISTING FIBER OPTIC LINE
- TEL EXISTING TELEPHONE LINE
- CATV EXISTING CABLE MANHOLE
- CATV EXISTING CABLE PEDESTAL
- FOPT EXISTING FIBER OPTIC MANHOLE
- EXISTING TELEPHONE JUNCTION BOX
- TMH EXISTING TELEPHONE MANHOLE
- TP EXISTING TELEPHONE POLE
- T EXISTING TELEPHONE PEDESTAL

ELECTRICAL

- EL EXISTING ELECTRICAL LINE
- EXISTING ELECTRICAL DUCT (CE)
- EXISTING ELECTRICAL DUCT (DEB)
- EXISTING TAXIWAY GUIDANCE SIGN
- EXISTING RUNWAY DISTANCE REMAINING SIGN
- EXISTING RUNWAY EDGE LIGHT (IN PAVEMENT)
- EXISTING RUNWAY EDGE LIGHT (ELEVATED)
- EXISTING RUNWAY END LIGHT (IN PAVEMENT)
- EXISTING RUNWAY END LIGHT (ELEVATED)
- EXISTING RUNWAY CENTER LIGHT
- EXISTING RUNWAY GUARD LIGHT
- EXISTING TAXIWAY EDGE LIGHT (IN PAVEMENT)
- EXISTING TAXIWAY EDGE LIGHT (ELEVATED)
- EXISTING TAXIWAY CENTER LIGHT
- EXISTING APRON FLOODLIGHT
- EXISTING TAXIWAY EDGE REFLECTOR (IN PAVE.)
- EXISTING TAXIWAY EDGE REFLECTOR (ELEVATED)
- EXISTING L-824C CONDUCTOR (1)
- EXISTING L-824C CONDUCTORS (2)
- A EXISTING CIRCUIT INDICATOR
- EXISTING POWER MARKER
- EXISTING ELECTRIC VAULT
- EMH EXISTING ELECTRICAL MANHOLE
- EXISTING ELECTRICAL HANDHOLE
- J EXISTING ELECTRICAL JUNCTION BOX
- ET EXISTING PAD MOUNTED TRANSFORMER
- EXISTING TRANSFORMER BANK
- EXISTING GROUND ROD
- EXISTING POWER POLE
- E EXISTING ELECTRIC METER
- PF EXISTING ELECTRIC POWER FRAME
- EXISTING SINGLE PARKING LOT LIGHT
- EXISTING DOUBLE PARKING LOT LIGHT
- EXISTING STREET LIGHT

NATURAL GAS

- GAS EXISTING NATURAL GAS LINE
- G EXISTING NATURAL GAS METER
- EXISTING NATURAL GAS VALVE
- EXISTING NATURAL GAS MANHOLE
- G EXISTING NATURAL GAS LINE MARKER
- CP EXISTING NATURAL GAS CATHODIC PROTECTION

SANITARY SEWER

- SAN EXISTING SANITARY SEWER LINE
- S EXISTING SANITARY SEWER
- SCO EXISTING SANITARY SEWER

STORM SEWER & UNDERDRAIN

- EXISTING STORM SEWER
- EXISTING TRENCH DRAIN
- UD EXISTING UNDERDRAIN
- C EXISTING STORM INLET
- EXISTING STORM FLARED END SECTION
- SDG EXISTING STORM MANHOLE
- EXISTING STORM HEADWALL
- UCO EXISTING UNDERDRAIN CLEANOUT
- UMH EXISTING UNDERDRAIN MANHOLE
- EXISTING UNDERDRAIN INSPECTION PIT
- ADF EXISTING DEICING FLUID INLET
- ADF EXISTING DEICING FLUID MANHOLE
- EXISTING DEICING FLUID VALVE

WATER & IRRIGATION

- WAT EXISTING WATER LINE
- IRG EXISTING IRRIGATION LINE
- EXISTING WATER FIRE HYDRANT
- EXISTING WATER METER
- W EXISTING WATER MANHOLE
- PFW EXISTING WATER LINE MARKER
- WELL EXISTING WATER WELL
- EXISTING WATER VALVE
- TS EXISTING WATER TEST STATION
- CP EXISTING WATER CATHODIC PROTECTION
- EXISTING WATER AIR VALVE
- EXISTING IRRIGATION VALVE
- SPR CON EXISTING IRRIGATION CONTROL BOX

ABBREVIATIONS

AB	ABANDONED
AC	ACRE
ADG	AIRPORT DESIGN GROUP
ARFF	AIRPORT RESCUE AND FIRE FIGHTING
AOA	AIRPORT OPERATIONS AREA
BMPS	BEST MANAGEMENT PRACTICES
BP	BEGINNING POINT OF ALIGNMENT
C	CURVE
CDOT	COLORADO DEPARTMENT OF TRANSPORTATION
CL	CENTERLINE
CY	CUBIC YARD
Δ	DELTA ANGLE
DIP	DUCTILE IRON PIPE
DIW	DIRTY INDUSTRIAL WASTE
E	EASTING COORDINATE
EA	EACH
EDB	ELECTRICAL DUCT BANK
EF	EACH FACE
EL	ELEVATION
EL	ELECTRICAL LINES
EOP	EDGE OF PAVEMENT
EP	ENDING POINT OF ALIGNMENT
EW	EACH WAY
FAA	FEDERAL AVIATION ADMINISTRATION
FES	FLARED END SECTION
FID	FLIGHT INFORMATION DUCT (FAA)
FOD	FOREIGN OBJECT DEBRIS
FOMO	FIXED OR MOVEABLE OBJECT
GAL	GALLON
GUC	GUNNISON-CRESTED BUTTE REGIONAL AIRPORT
HDPE	HIGH DENSITY POLYETHYLENE PIPE
ID	INSIDE DIAMETER
ILS	INSTRUMENT LANDING SYSTEM
INV	INVERT
INT	INTERSECTION
JFD	JET FUEL DISTRIBUTION
L	LENGTH
LF	LINEAL FEET
LLWAS	LOW LEVEL WIND SHEAR ALERT SYSTEM
LS	LUMP SUM
MGAL	THOUSAND GALLON
MH	MANHOLE
MO	MONTH
N	NORTHING COORDINATE
NGS	NATURAL GAS
NO.	NUMBER
NOAA	NATIONAL OCEANIC & ATMOSPHERIC ADMINISTRATION
NIC	NOT IN THIS CONTRACT
NTP	NOTICE TO PROCEED
NTS	NOT TO SCALE
OC	ON CENTER
OH	OVERHEAD LINES
OS	OFFSET FROM ALIGNMENT
OSHA	OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION
PB	ELECTRICAL PULL BOX
PC	POINT OF CURVATURE
PCR	POINT OF REVERSE CURVATURE
PGL	PROFILE GRADE LINE
PI	POINT OF INTERSECTION
PPVC	PERFORATED UNDERDRAIN PIPE
PT	POINT OF TANGENT
PVC	POINT OF VERTICAL CURVATURE
PVC	POLYVINYL CHLORIDE
PVI	POINT OF VERTICAL INTERSECTION
PVT	POINT OF VERTICAL TANGENT
R	RADIUS
RCP	REINFORCED CONCRETE PIPE
ROFA	RUNWAY OBJECT FREE AREA
RPZ	RUNWAY PROTECTION ZONE
RSA	RUNWAY SAFETY AREA
RW	RUNWAY
SAF	SANITARY SEWER (FORCE MAIN)
SAG	SANITARY SEWER (GRAVITY)
SDG	STORM WATER DRAINAGE (GRAVITY)
SF	SQUARE FEET
SHT	SHEET
SOI	SAND/OIL INTERCEPTOR
SPA	SPACES
STA	STATION
STL	STEEL
SY	SQUARE YARD
T1F	TYPE 1 DE-ICING FLUID
TW	TAXIWAY
TOFA	TAXIWAY OBJECT FREE AREA
TSA	TAXIWAY SAFETY AREA
TYP	TYPICAL
UG	UNDERGROUND
UMH	UNDERDRAIN MANHOLE
VC	VERTICAL CURVE
VSR	VEHICLE SERVICE ROAD
WMD	WASTE WATER MANAGEMENT
WWF	WELDED WIRE FABRIC

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CHECKED BY:	C.L.G.

SHEET NAME:
MASTER LEGEND & ABBREVIATIONS

SHEET NO:
G-005

Layout Tab Name: G-005
Last Saved By:Ver, 1/16/2024 12:49:19 PM
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AIRPORT SURVEY CONTROL DATA

POINT NAME	PID	NORTHING	EASTING	ELEVATION	DESCRIPTION
GUC D	AE7515	1259816.75	2591555.97	7672.09 (BM) (P)	STEEL ROD IN MONUMENT BOX
GUC E	AI5903	1258139.32	2586294.56	7653.82 (BM)	3" NGS BRASS CAP IN CONCRETE

(BM) ELEVATION BENCHMARK, (G) GPS DERIVED ELEVATION, (P) PUBLISHED ELEVATION

TEMPORARY PROJECT SURVEY CONTROL DATA

POINT NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
2001	1258569.24	2586819.88	7657.34	ALUMINUM CAP
2002	1258493.64	2587493.58	7658.65	ALUMINUM CAP
2003	1258854.30	2588147.93	7662.89	ALUMINUM CAP

(BM) ELEVATION BENCHMARK, (G) GPS DERIVED ELEVATION, (P) PUBLISHED ELEVATION

* * * TEMPORARY PROJECT SURVEY CONTROL POINTS ARE SUSCEPTIBLE TO FREQUENT SURFACE MOTION. HORIZONTAL AND ESPECIALLY VERTICAL POSITIONS MUST BE CHECKED AND VERIFIED AGAINST THE PACS PRIOR TO CONSTRUCTION. * * *

SURVEY LEGEND

- PACS - PRIMARY AIRPORT CONTROL STATION
- SACS - SECONDARY AIRPORT CONTROL STATION
- PROJECT TEMPORARY SURVEY CONTROL POINT

PROJECT DATUM STATEMENT

COORDINATE SYSTEM: NAD83
STATE PLANE ZONE: COLORADO CENTRAL ZONE 0502
UNITS: U.S. SURVEY FEET (SFT)
GEOID MODEL: GEOID18

PROJECT COORDINATES ARE STATE PLANE GROUND COORDINATES.
PROJECT BROUGHT TO GROUND AT GUC D (PACS)

LAT: 38°32'16.49132" N
LONG: 106°55'40.71976" W

ELLIPSOID HEIGHT: 7625.06 FT
NAVD88 ELEVATION: 7672.09 FT (VERTICAL BM)

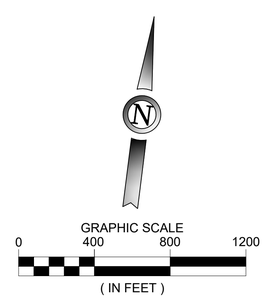
GROUND SCALE FACTOR: 1.0003807949

GUC D, THE PRIMARY AIRPORT CONTROL STATION (PACS), IS TO BE HELD AS THE SITE VERTICAL BENCHMARK.

LAST SURVEY WAS COMPLETED BY WOOLPERT ON 12/06/2022.

SURVEY NOTES:

1. REFER TO GENERAL NOTES FOR ADDITIONAL INFORMATION.
2. THE ENGINEER, IN CONJUNCTION WITH THE CONTRACTOR, SHALL VERIFY AIRPORT AND PROJECT CONTROL POINTS PRIOR TO CONSTRUCTION ACTIVITIES AND REPORT DISCREPANCIES TO THE ENGINEER.
3. CONTRACTOR SHALL PROTECT AND PRESERVE THE AIRPORT SURVEY CONTROL STATIONS.
4. IF THE PROJECT TEMPORARY SURVEY CONTROL IS DISTURBED DURING CONSTRUCTION ACTIVITIES, THE CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING NEW TEMPORARY CONTROL POINTS AS NECESSARY.



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SHEET NAME:
SURVEY CONTROL PLAN

SHEET NO:
V-001

Layout Tab Name: V-001
Last Saved By:Ver, 1/16/2024 12:49:55 PM
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GEOTECHNICAL LEGEND

- YA-B-1 — INDICATES APPROXIMATE LOCATION OF TEST BORINGS WITH NO ASPHALT CORING
- YA-C-1 — INDICATES APPROXIMATE LOCATION OF ASPHALT CORING AND TEST BORINGS

GEOTECHNICAL INVESTIGATION NOTES

1. FIELD INVESTIGATION COMPLETED IN DECEMBER 2022 BY YEH & ASSOCIATES.
2. REFER TO GENERAL NOTES FOR ADDITIONAL INFORMATION.
3. REFER TO CONSTRUCTION SAFETY PLAN FOR SAFETY REQUIREMENTS.
4. THE BORING INFORMATION PROVIDED IS FOR INFORMATIONAL PURPOSES ONLY AND THE CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING EXISTING CONDITIONS AS NECESSARY PRIOR TO THE START OF CONSTRUCTION.

BORE & CORE LOCATIONS

STATE PLANE COORDINATE SYSTEM - COLORADO CENTRAL ZONE			LOCAL/GROUND COORDINATE SYSTEM	
POINT	NORTHING	EASTING	STATION	OFFSET
YA-C1 *	-	-	-	-
YA-C2 *	1,258,723.67	2,587,464.23	22+25	570' LT. RW 6/24
YA-C3 *	1,258,842.30	2,587,778.96	25+60	600' LT. RW 6/24
YA-C4 *	1,258,798.18	2,587,993.62	27+55	500' LT. RW 6/24
YA-C5 *	1,258,677.02	2,587,072.41	18+35	630' LT. RW 6/24
YA-C6 *	1,258,579.89	2,587,208.40	19+40	500' LT. RW 6/24
YA-C7 *	1,258,526.32	2,587,015.71	17+40	500' LT. RW 6/24
YA-C8 *	1,258,483.62	2,586,749.41	14+30	650' LT. RW 6/24

*LOCATIONS ARE APPROXIMATE

BORE & CORE LOCATIONS

STATE PLANE COORDINATE SYSTEM - COLORADO CENTRAL ZONE			LOCAL/GROUND COORDINATE SYSTEM	
POINT	NORTHING	EASTING	STATION	OFFSET
YA-B1 *	1,258,766.19	2,587,281.16	20+60	660' LT. RW 6/24
YA-B2 *	1,258,691.05	2,587,608.23	23+55	500' LT. RW 6/24
YA-B3 *	1,258,957.40	2,587,819.62	26+30	700' LT. RW 6/24
YA-B4 *	2,587,572.86	1,258,930.31	23+85	740' LT. RW 6/24
YA-B5 *	2,588,065.84	1,259,005.09	28+80	680' LT. RW 6/24
YA-B6 *	1,259,007.32	2,588,521.90	33+20	560' LT. RW 6/24
YA-B7 *	1,259,166.24	2,588,197.49	30+50	800' LT. RW 6/24
YA-B8 *	1,259,056.26	2,588,305.91	31+25	665' LT. RW 6/24
YA-B9 *	1,258,892.45	2,588,258.03	30+35	520' LT. RW 6/24

GRAPHIC SCALE
0 100 200 300
(IN FEET)

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GEOTECHNICAL INVESTIGATION PLAN

SHEET NO:
B-001

Layout Tab Name: B-001
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Yeh and Associates, Inc.
Geotechnical • Geological • Construction Services

Project Name: Gunnison-Crested Butte Regional Airport Ramp and Apron Improvements

PAGE 1 of 1

Project Number: 222-160

Boring No.: YA-B-1

Boring Began: 12/12/2022
Boring Completed: 12/12/2022
Drilling Method(s): Solid-Stem Auger
Driller: Colorado Drilling & Sampling
Drill Rig: Simco 2800
Hammer: Automatic (hydraulic), ER: %

Total Depth: 12.0 ft
Ground Elevation: 7659.0 ft
Coordinates: N: 1.0 E: 6.0
Location: West center area ramp/apron
Logged By: J. Hutson
Final By: S. White

Weather Notes:
Inclination from Horiz.: Vertical
Night Work: ☐

Groundwater Levels:

Symbol	▽	-	-
Depth	6.0 ft	-	-
Date	12/12/22	-	-

Elevation (feet)	Depth (feet)	Sample Type/Depth	Drilling Method	Soil Samples: Blows per 6 in	Penetration Resistance	Lithology	Material Description	Moisture Content (%)	Dry Density (pcf)	Gravel Content (%)	Sand Content (%)	Fines Content (%)	Atterberg Limits: Liquid Limit (%)	Atterberg Limits: Plasticity Index	AASHTO & USCS Classifications	Field Notes and Other Lab Tests
7660	0						**0.0 - 0.6 ft.** 7 inches, (asphalt).									
				11-8-2	10		**0.6 - 3.0 ft. GRAVEL with silt, sand, cobbles and boulders**, dark brown, moist to frozen, medium dense, (fill).	7.9		42.0	43.0	15	NV	NP	*A-1-a (0) SM* A-1-a (0) GW-GM	pH=7.6 S=0.022% CBR=14% Re=4200ohm·cm Hydro=4% finer than 0.02mm Hydro=7% finer than 0.02mm
				6-7-14	21		**3.0 - 12.0 ft. GRAVEL with silt, sand, cobbles and boulders**, brown, moist to wet, medium dense to dense.			42.0	43.0	15	NV	NP		
7655	5			17-27-22	49											
				39-13-9	22			7.3		52.0	35.0	13	NV	NP	A-1-a (0) GM	
7650	10															
7645							Bottom of Hole at 12.0 ft.									

04 BORING LOG 2021 - SPT CDOT STYLE LL's_ 222-160 GINT BORING LOGS.GPJ 2021 YEH COLORADO TEMPLATE.GDT 2023 YEH COLORADO LIBRARY.GLB 1/26/23

Yeh and Associates, Inc.
Geotechnical • Geological • Construction Services

Project Name: Gunnison-Crested Butte Regional Airport Ramp and Apron Improvements

PAGE 1 of 1

Project Number: 222-160

Boring No.: YA-B-2

Boring Began: 12/12/2022
Boring Completed: 12/12/2022
Drilling Method(s): Solid-Stem Auger
Driller: Colorado Drilling & Sampling
Drill Rig: Simco 2800
Hammer: Automatic (hydraulic), ER: %

Total Depth: 8.0 ft
Ground Elevation: 7661.0 ft
Coordinates: N: 1.0 E: 8.0
Location: South center area ramp/apron
Logged By: J. Hutson
Final By: S. White

Weather Notes:
Inclination from Horiz.: Vertical
Night Work: ☐

Groundwater Levels:

Symbol	▽	-	-
Depth	7.0 ft	-	-
Date	12/12/22	-	-

Elevation (feet)	Depth (feet)	Sample Type/Depth	Drilling Method	Soil Samples: Blows per 6 in	Penetration Resistance	Lithology	Material Description	Moisture Content (%)	Dry Density (pcf)	Gravel Content (%)	Sand Content (%)	Fines Content (%)	Atterberg Limits: Liquid Limit (%)	Atterberg Limits: Plasticity Index	AASHTO & USCS Classifications	Field Notes and Other Lab Tests
7660	0						**0.0 - 0.4 ft.** 4.5 inches, (asphalt).									
							0.4 - 1.0 ft. GRAVEL with sand, moist to frozen, 7.5 inches, (Base).	*8.2*		*48.0*	*41.0*	11	NV	NP	*A-1-a (0) GW-GM*	Hydro=6% finer than 0.02mm
							1.0 - 3.5 ft. GRAVEL with sand, brown to dark brown, moist, dense, (fill).			42.0	43.0	15	NV	NP	A-1-a (0) SM	pH=7.6 S=0.0022% CBR=14% Re=4200ohm·cm Hydro=4% finer than 0.02mm
				27-24-27	51			*6.1*		53.0	26.0	21	NV	NP	*A-1-b (0) GM*	
7655	5			22-19-11	30		**3.5 - 8.0 ft. GRAVEL with silt, sand, cobbles and boulders**, light brown to brown, moist to wet, medium dense to very dense.									
				25-26-33	59			*3.3*		58.0	34.0	8	NV	NP	*A-1-a (0) GW-GM*	
7650	10															
							Bottom of Hole at 8.0 ft.									**8.0 ft** - Auger refusal

04 BORING LOG 2021 - SPT CDOT STYLE LL's_ 222-160 GINT BORING LOGS.GPJ 2021 YEH COLORADO TEMPLATE.GDT 2023 YEH COLORADO LIBRARY.GLB 1/26/23

Yeh and Associates, Inc.
Geotechnical • Geological • Construction Services

Project Name: Gunnison-Crested Butte Regional Airport Ramp and Apron Improvements

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Project Number: 222-160

Boring No.: YA-B-3

Boring Began: 12/12/2022
Boring Completed: 12/12/2022
Drilling Method(s): Solid-Stem Auger
Driller: Colorado Drilling & Sampling
Drill Rig: Simco 2800
Hammer: Automatic (hydraulic), ER: %

Total Depth: 11.5 ft
Ground Elevation: 7661.0 ft
Coordinates: N: 1.0 E: 11.0
Location: NE area ramp/apron
Logged By: J. Hutson
Final By: S. White

Weather Notes:
Inclination from Horiz.: Vertical
Night Work: ☐

Groundwater Levels:

Symbol	▽	-	-
Depth	7.5 ft	-	-
Date	12/12/22	-	-

Elevation (feet)	Depth (feet)	Sample Type/Depth	Drilling Method	Soil Samples: Blows per 6 in	Penetration Resistance	Lithology	Material Description	Moisture Content (%)	Dry Density (pcf)	Gravel Content (%)	Sand Content (%)	Fines Content (%)	Atterberg Limits: Liquid Limit (%)	Atterberg Limits: Plasticity Index	AASHTO & USCS Classifications	Field Notes and Other Lab Tests
7660	0						**0.0 - 0.5 ft.** 6 inches, (asphalt).									
				50	50		**0.5 - 1.5 ft.** moist to frozen, 12 inches, (fill).									
				45-50 for 5 in.	50 for 5 in.		**1.5 - 4.0 ft. Silty GRAVEL with sand, cobbles and boulders**, very dense.			*37.0*	*58.0*	5	NV	NP	*A-1-a (0) SP-SM*	pH=8.9 S=0.0033% Chl=0.0012% CBR=56% Re=68000hm·cm Hydro=4% finer than 0.02mm
7655	5			21-33-26	59		**4.0 - 6.0 ft. Silty SAND with gravel**, light brown, moist, dense to very dense.	*2.1*		41.0	44.0	15	NV	NP	*A-1-a (0) SM*	
				27-32-45	77		**6.0 - 11.5 ft. GRAVEL with silt, sand, cobbles and boulders**, moist to wet, dense.									
7650	10			18-20-26	46			*9.6*		56.0	35.0	9	NV	NP	*A-1-a (0) GW-GM*	
							Bottom of Hole at 11.5 ft.									

04 BORING LOG 2021 - SPT CDOT STYLE LL's_ 222-160 GINT BORING LOGS.GPJ 2021 YEH COLORADO TEMPLATE.GDT 2023 YEH COLORADO LIBRARY.GLB 1/26/23

Yeh and Associates, Inc.
Geotechnical • Geological • Construction Services

Project Name: Gunnison-Crested Butte Regional Airport Ramp and Apron Improvements

PAGE 1 of 1

Project Number: 222-160

Boring No.: YA-B-4

Boring Began: 12/12/2022
Boring Completed: 12/12/2022
Drilling Method(s): Solid-Stem Auger
Driller: Colorado Drilling & Sampling
Drill Rig: Simco 2800
Hammer: Automatic (hydraulic), ER: %

Total Depth: 7.5 ft
Ground Elevation: 7661.0 ft
Coordinates: N: 1.0 E: 9.0
Location: North center area ramp/apron
Logged By: J. Hutson
Final By: S. White

Weather Notes:
Inclination from Horiz.: Vertical
Night Work: ☐

Groundwater Levels:

Symbol	▽	-	-
Depth	7.5 ft	-	-
Date	12/12/22	-	-

Elevation (feet)	Depth (feet)	Sample Type/Depth	Drilling Method	Soil Samples: Blows per 6 in	Penetration Resistance	Lithology	Material Description	Moisture Content (%)	Dry Density (pcf)	Gravel Content (%)	Sand Content (%)	Fines Content (%)	Atterberg Limits: Liquid Limit (%)	Atterberg Limits: Plasticity Index	AASHTO & USCS Classifications	Field Notes and Other Lab Tests
7660	0						**0.0 - 0.5 ft.** 6 inches, (asphalt).									
				56-47-40	87		**0.5 - 7.5 ft. GRAVEL with silt, sand, cobbles and boulders**, light brown to brown, moist to wet, dense to very dense. Frozen at approximately 0.5 to 1-ft depth.			40.0	45.0	15	NV	NP	*A-1-a (0) SM*	pH=8.4 S=0.0011% CBR=43% Re=7800ohm·cm Hydro=3% finer than 0.02mm
				41-49-41	90			*1.9*		47.0	43.0	10	NV	NP	*A-1-a (0) GW-GM*	
7655	5															
				30-30-18	48											
7650	10															
							Bottom of Hole at 7.5 ft.									

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Yeh and Associates, Inc.
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Project Name: Gunnison-Crested Butte Regional Airport Ramp and Apron Improvements

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Project Number: 222-160

Boring No.: YA-B-5

Boring Began: 12/12/2022
Boring Completed: 12/12/2022
Drilling Method(s): Solid-Stem Auger
Driller: Colorado Drilling & Sampling
Drill Rig: Simco 2800
Hammer: Automatic (hydraulic), ER: %

Total Depth: 7.5 ft
Ground Elevation: 7662.0 ft
Coordinates: N: 1.0 E: 13.0
Location: North end ramp/apron
Logged By: J. Hutson
Final By: S. White

Weather Notes:
Inclination from Horiz.: Vertical
Night Work: ☐

Groundwater Levels: Not Observed

Symbol	▽	-	-
Depth	-	-	-
Date	-	-	-

Elevation (feet)	Depth (feet)	Sample Type/Depth	Drilling Method	Soil Samples: Blows per 6 in	Penetration Resistance	Lithology	Material Description	Moisture Content (%)	Dry Density (pcf)	Gravel Content (%)	Sand Content (%)	Fines Content (%)	Atterberg Limits: Liquid Limit (%)	Atterberg Limits: Plasticity Index	AASHTO & USCS Classifications	Field Notes and Other Lab Tests
7660	0						**0.0 - 0.8 ft.** 10 inches, (asphalt).									
							0.8 - 2.5 ft. GRAVEL with clay and sand, moist to frozen, 20 inches, (fill).	*7.1*		*51.0*	*39.0*	10	*24*	*7*	*A-2-4 (0) GP-GC*	Hydro=5% finer than 0.02mm
				9-5-4	9											
							2.5 - 7.5 ft. GRAVEL with silt, sand, cobbles and boulders, brown, moist, very dense.	*1.9*		47.0	43.0	10	NV	NP	*A-1-a (0) GW-GM*	
7655	5			22-27-33	60			*2.6*		51.0	39.0	10	NV	NP	*A-1-a (0) GW-GM*	
7650	10															
							Bottom of Hole at 7.5 ft.									

04 BORING LOG 2021 - SPT CDOT STYLE LL's_ 222-160 GINT BORING LOGS.GPJ 2021 YEH COLORADO TEMPLATE.GDT 2023 YEH COLORADO LIBRARY.GLB 1/26/23

Yeh and Associates, Inc.
Geotechnical • Geological • Construction Services

Project Name: Gunnison-Crested Butte Regional Airport Ramp and Apron Improvements

PAGE 1 of 1

Project Number: 222-160

Boring No.: YA-B-6

Boring Began: 12/12/2022
Boring Completed: 12/12/2022
Drilling Method(s): Solid-Stem Auger
Driller: Colorado Drilling & Sampling
Drill Rig: Simco 2800
Hammer: Automatic (hydraulic), ER: %

Total Depth: 9.0 ft
Ground Elevation: 7663.0 ft
Coordinates: N: 1.0 E: 17.0
Location: East area proposed expansion
Logged By: J. Hutson
Final By: S. White

Weather Notes:
Inclination from Horiz.: Vertical
Night Work: ☐

Groundwater Levels: Not Observed

Symbol	▽	-	-
Depth	-	-	-
Date	-	-	-

Elevation (feet)	Depth (feet)	Sample Type/Depth	Drilling Method	Soil Samples: Blows per 6 in	Penetration Resistance	Lithology	Material Description	Moisture Content (%)	Dry Density (pcf)	Gravel Content (%)	Sand Content (%)	Fines Content (%)	Atterberg Limits: Liquid Limit (%)	Atterberg Limits: Plasticity Index	AASHTO & USCS Classifications	Field Notes and Other Lab Tests
7660	0			22-27-33	60		**0.0 - 2.0 ft. Silty GRAVEL with sand, cobbles**, brown to dark brown, moist to frozen, very dense, angular, (fill).									
				25-53 for 9 in.	53 for 9 in.		**2.0 - 5.0 ft. Silty GRAVEL with sand, cobbles, and boulders**, light brown, moist, very dense, subangular to rounded.			52.0	31.0	17	NV	NP	*A-1-b (0) GM*	pH=7.8 S=0.0171% CBR=24% Re=2300ohm·cm Hydro=3% finer than 0.02mm
7655	5			29-40-51	91			*1.2*		47.0	40.0	13	NV	NP	*A-1-a (0) GM*	Hydro=7% finer than 0.02mm
				20-19-9	28		**5.0 - 8.5 ft. SAND with silt**, brown, moist, medium dense to dense, subangular to rounded.	2.6		4.0	89.0	7	NV	NP	A-3 (0) SP-SM	Hydro=6% finer than 0.02mm
7650	10			9-11-21	32											
							8.5 - 9.0 ft. Silty GRAVEL with sand, cobbles, and boulders, very dense.									
							Bottom of Hole at 9.0 ft.									**9.0 ft** - Auger refusal

04 BORING LOG 2021 - SPT CDOT STYLE LL's_ 222-160 GINT BORING LOGS.GPJ 2021 YEH COLORADO TEMPLATE.GDT 2023 YEH COLORADO LIBRARY.GLB 1/26/23

WOOLPERT
ARCHITECTURE | ENGINEERING | GEOSPATIAL
720 South Colorado Blvd, Suite 1200-S
Glendale, CO 80246
303.524.3030

ISSUANCE SCHEDULE

NUMBER	DATE	DESCRIPTION
1	12/22/23	ISSUED FOR CONSTRUCTION

GUNNISON-CRESTED BUTTE REGIONAL AIRPORT
CDAG NO. 23-GUC-01
GENERAL AVIATION RAMP RECONSTRUCTION
GUNNISON, COLORADO

PROJECT NO: 23-GUC-01
DATE ISSUED: 12/12/23
DESIGNED BY: T.A.R.
DRAWN BY: R.L.B.
CHECKED BY: C.L.G.

SHEET NAME:
SOIL BORING LOGS

SHEET NO:
BB001

Layout Tab Name: BB001
Last Saved By:Ver, 1/16/2024 12:53:43 PM
L:\GUC\GA Ramp\CAD\PLANS\000-GUC-23 01-BB001-BORE.dwg Plotted By:Bell, Robert Plotted:March 8, 2024, 11:07:31 AM

Yeh and Associates, Inc. — Geotechnical • Geological • Construction Services

Project Name: Gunnison-Crested Butte Regional Airport Ramp and Apron Improvements — PAGE 1 of 1

Project Number: 222-160 — Boring No.: **YA-B-7**

Boring Began: 12/12/2022
Boring Completed: 12/12/2022
Drilling Method(s): Solid-Stem Auger
Driller: Colorado Drilling & Sampling
Drill Rig: Simco 2800
Hammer: Automatic (hydraulic), ER: %

Total Depth: 8.5 ft
Ground Elevation: 7663.0 ft
Coordinates: N: 1.0 E: 15.0
Location: West area proposed expansion
Logged By: J. Hutson
Final By: S. White

Weather Notes:
Inclination from Horiz.: Vertical
Night Work: ☐

Groundwater Levels: Not Observed

Symbol	Depth	-	-	-
	Date	-	-	-

Elevation (feet)	Depth (feet)	Sample Type/Depth	Drilling Method	Blows per 6 in	Penetration Resistance	Lithology	Material Description	Moisture Content (%)	Dry Density (pcf)	Gravel Content (%)	Sand Content (%)	Fines Content (%)	Atterberg Limits: Liquid Limit (%)	Atterberg Limits: Plasticity Index	AASHTO & USCS Classifications	Field Notes and Other Lab Tests
7660	5			25-32-22	54		**0.0 - 3.0 ft. Clayey GRAVEL with silt, sand, and cobbles**, dark brown, moist to frozen, very dense, angular to subangular, (fill).	4.9		49.0	34.0	17	23	5	*A-1-b (0) GC-GM*	Hydro=8% finer than 0.02mm
				36-34-42	76		**3.0 - 8.5 ft. GRAVEL with silt, sand, cobbles and boulders**, brown, moist, dense.	2.0		14.0	71.0	15	NV	NP	*A-1-b (0) SM*	Hydro=8% finer than 0.02mm **3.0 ft** - Sand lenses
7655				14-12-26	38			1.2		64.0	28.0	8	NV	NP	*A-1-a (0) GW-GM*	Hydro=6% finer than 0.02mm **6.9 ft** - Sampler refusal; sampler broke in dense gravel
7650							Bottom of Hole at 8.5 ft.									

04 BORING LOG 2021 - SFT CDOT STYLE LL's 222-160 GINT BORING LOGS.GPJ 2021 YEH COLORADO TEMPLATE.GDT 2023 YEH COLORADO LIBRARY.GLB 1/26/23

Yeh and Associates, Inc. — Geotechnical • Geological • Construction Services

Project Name: Gunnison-Crested Butte Regional Airport Ramp and Apron Improvements — PAGE 1 of 1

Project Number: 222-160 — Boring No.: **YA-B-8**

Boring Began: 12/12/2022
Boring Completed: 12/12/2022
Drilling Method(s): Solid-Stem Auger
Driller: Colorado Drilling & Sampling
Drill Rig: Simco 2800
Hammer: Automatic (hydraulic), ER: %

Total Depth: 8.0 ft
Ground Elevation: 7666.0 ft
Coordinates: N: 1.0 E: 16.0
Location: Near center proposed expansion
Logged By: J. Hutson
Final By: S. White

Weather Notes:
Inclination from Horiz.: Vertical
Night Work: ☐

Groundwater Levels: Not Observed

Symbol	Depth	-	-	-
	Date	-	-	-

Elevation (feet)	Depth (feet)	Sample Type/Depth	Drilling Method	Blows per 6 in	Penetration Resistance	Lithology	Material Description	Moisture Content (%)	Dry Density (pcf)	Gravel Content (%)	Sand Content (%)	Fines Content (%)	Atterberg Limits: Liquid Limit (%)	Atterberg Limits: Plasticity Index	AASHTO & USCS Classifications	Field Notes and Other Lab Tests
7665	5			15-19-13	32		**0.0 - 6.0 ft. SAND with silt, gravel, and cobbles**, brown to dark brown, moist to frozen, dense, (fill).	3.1		33.0	48.0	19	NV	NP	*A-1-b (0) SM*	Hydro=7% finer than 0.02mm
				4-7-25	32					44.0	44.0	12	NV	NP	*A-1-a (0) SW-SM*	pH=7.6 S=0.0021% CBR=17% Re=3000ohm-cm Hydro=7% finer than 0.02mm
7660				20-24-16	40		**6.0 - 8.0 ft. Silty GRAVEL with sand, cobbles, boulders**, brown, moist, very dense.									
7655				23-33-43	76		Bottom of Hole at 8.0 ft.									

04 BORING LOG 2021 - SFT CDOT STYLE LL's 222-160 GINT BORING LOGS.GPJ 2021 YEH COLORADO TEMPLATE.GDT 2023 YEH COLORADO LIBRARY.GLB 1/26/23

Yeh and Associates, Inc. — Geotechnical • Geological • Construction Services

Project Name: Gunnison-Crested Butte Regional Airport Ramp and Apron Improvements — PAGE 1 of 1

Project Number: 222-160 — Boring No.: **YA-B-9**

Boring Began: 12/12/2022
Boring Completed: 12/12/2022
Drilling Method(s): Solid-Stem Auger
Driller: Colorado Drilling & Sampling
Drill Rig: Simco 2800
Hammer: Automatic (hydraulic), ER: %

Total Depth: 6.8 ft
Ground Elevation: 7662.0 ft
Coordinates: N: 1.0 E: 14.0
Location: South area proposed expansion
Logged By: J. Hutson
Final By: S. White

Weather Notes:
Inclination from Horiz.: Vertical
Night Work: ☐

Groundwater Levels: Not Observed

Symbol	Depth	-	-	-
	Date	-	-	-

Elevation (feet)	Depth (feet)	Sample Type/Depth	Drilling Method	Blows per 6 in	Penetration Resistance	Lithology	Material Description	Moisture Content (%)	Dry Density (pcf)	Gravel Content (%)	Sand Content (%)	Fines Content (%)	Atterberg Limits: Liquid Limit (%)	Atterberg Limits: Plasticity Index	AASHTO & USCS Classifications	Field Notes and Other Lab Tests
7660	5			20-19-21	40		**0.0 - 2.5 ft. Silty GRAVEL with sand**, brown, moist to frozen, dense to very dense, subangular to subrounded, (fill).									
				17-34-25	59		**2.5 - 6.5 ft. Clayey SAND silty with gravel**, yellow-brown, moist, dense.	2.8		33.0	43.0	24	NV	NP	*A-1-b (0) SM*	pH=7.4 Re=2000ohm-cm Hydro=8% finer than 0.02mm CBR= 8%
				19-18-20	38			2.5		45.0 8.0	27.0 55.0	28 37	NV 22	NP 5	*A-2-4 (0) GM A-4 (0) SC-SM*	Hydro=22% finer than 0.02mm
7655				18-50 for 4 in.	50 for 4 in.		**6.5 - 6.8 ft. Silty GRAVEL with sand, cobbles, boulders**, brown, moist, very dense, rounded.									
7650							Bottom of Hole at 6.8 ft.									

04 BORING LOG 2021 - SFT CDOT STYLE LL's 222-160 GINT BORING LOGS.GPJ 2021 YEH COLORADO TEMPLATE.GDT 2023 YEH COLORADO LIBRARY.GLB 1/26/23

Yeh and Associates, Inc. — Geotechnical • Geological • Construction Services

Project Name: Gunnison-Crested Butte Regional Airport Ramp and Apron Improvements — PAGE 1 of 1

Project Number: 222-160 — Boring No.: **YA-C-1**

Boring Began: 12/12/2022
Boring Completed: 12/12/2022
Drilling Method(s): Coring, Test Pit - hand dug
Driller:
Drill Rig: Core Machine
Hammer: , ER: %

Total Depth: 1.0 ft
Ground Elevation: 7657.0 ft
Coordinates: N: 1.0 E: 4.0
Location: NW area ramp/apron
Logged By: J. Hutson
Final By: S. White

Weather Notes:
Inclination from Horiz.: Vertical
Night Work: ☐

Groundwater Levels: Not Observed

Symbol	Depth	-	-	-
	Date	-	-	-

Elevation (feet)	Depth (feet)	Sample Type/Depth	Drilling Method	Blows per 6 in	Penetration Resistance	Lithology	Material Description	Moisture Content (%)	Dry Density (pcf)	Fines Content (%)	Atterberg Limits: Liquid Limit (%)	Atterberg Limits: Plasticity Index	AASHTO & USCS Classifications	Field Notes and Other Lab Tests
7655							**0.0 - 0.3 ft.** 4 inches, (asphalt).							
							0.3 - 1.0 ft. GRAVEL with silt, sand, and cobbles, brown.							
7650							Bottom of Hole at 1.0 ft.							
7645														

04 BORING LOG 2021 - SFT CDOT STYLE LL's 222-160 GINT BORING LOGS.GPJ 2021 YEH COLORADO TEMPLATE.GDT 2023 YEH COLORADO LIBRARY.GLB 1/26/23

Yeh and Associates, Inc. — Geotechnical • Geological • Construction Services

Project Name: Gunnison-Crested Butte Regional Airport Ramp and Apron Improvements — PAGE 1 of 1

Project Number: 222-160 — Boring No.: **YA-C-2**

Boring Began: 12/12/2022
Boring Completed: 12/12/2022
Drilling Method(s): Coring, Test Pit - hand dug
Driller:
Drill Rig: Core Machine
Hammer: , ER: %

Total Depth: 0.8 ft
Ground Elevation: 7660.0 ft
Coordinates: N: 1.0 E: 7.0
Location: Center ramp/apron
Logged By: J. Hutson
Final By: S. White

Weather Notes:
Inclination from Horiz.: Vertical
Night Work: ☐

Groundwater Levels: Not Observed

Symbol	Depth	-	-	-
	Date	-	-	-

Elevation (feet)	Depth (feet)	Sample Type/Depth	Drilling Method	Blows per 6 in	Penetration Resistance	Lithology	Material Description	Moisture Content (%)	Dry Density (pcf)	Gravel Content (%)	Sand Content (%)	Fines Content (%)	Atterberg Limits: Liquid Limit (%)	Atterberg Limits: Plasticity Index	AASHTO & USCS Classifications	Field Notes and Other Lab Tests
7660							**0.0 - 0.3 ft.** 3.5 inches, (asphalt).									
							0.3 - 0.8 ft. GRAVEL with silt, sand, and cobbles, brown, subrounded to rounded.	7.0		57.0	33.0	10	NV	NP	*A-1-a (0) GP-GM*	Hydro=6% finer than 0.02mm
7655							Bottom of Hole at 0.8 ft.									
7650																

04 BORING LOG 2021 - SFT CDOT STYLE LL's 222-160 GINT BORING LOGS.GPJ 2021 YEH COLORADO TEMPLATE.GDT 2023 YEH COLORADO LIBRARY.GLB 1/26/23

Yeh and Associates, Inc. — Geotechnical • Geological • Construction Services

Project Name: Gunnison-Crested Butte Regional Airport Ramp and Apron Improvements — PAGE 1 of 1

Project Number: 222-160 — Boring No.: **YA-C-3**

Boring Began: 12/12/2022
Boring Completed: 12/12/2022
Drilling Method(s): Coring
Driller:
Drill Rig: Core Machine
Hammer: , ER: %

Total Depth: 0.5 ft
Ground Elevation: 7661.0 ft
Coordinates: N: 1.0 E: 10.0
Location: East center east area ramp/apron
Logged By: J. Hutson
Final By: S. White

Weather Notes:
Inclination from Horiz.: Vertical
Night Work: ☐

Groundwater Levels: Not Observed

Symbol	Depth	-	-	-
	Date	-	-	-

Elevation (feet)	Depth (feet)	Sample Type/Depth	Drilling Method	Blows per 6 in	Penetration Resistance	Lithology	Material Description	Moisture Content (%)	Dry Density (pcf)	Fines Content (%)	Atterberg Limits: Liquid Limit (%)	Atterberg Limits: Plasticity Index	AASHTO & USCS Classifications	Field Notes and Other Lab Tests
7660							**0.0 - 0.5 ft.** 6 inches, (asphalt).							
7655							Bottom of Hole at 0.5 ft.							
7650														

04 BORING LOG 2021 - SFT CDOT STYLE LL's 222-160 GINT BORING LOGS.GPJ 2021 YEH COLORADO TEMPLATE.GDT 2023 YEH COLORADO LIBRARY.GLB 1/26/23

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ARCHITECTURE | ENGINEERING | GEOSPATIAL
720 South Colorado Blvd, Suite 1200-S
Glendale, CO 80246
303.524.3030

ISSUANCE SCHEDULE

NUMBER	DATE	DESCRIPTION
1	12/12/23	ISSUED FOR CONSTRUCTION

GUNNISON-CRESTED BUTTE REGIONAL AIRPORT
CDAG NO. 23-GUC-01
GENERAL AVIATION RAMP RECONSTRUCTION
GUNNISON, COLORADO

PROJECT NO: 23-GUC-01
DATE ISSUED: 12/12/23
DESIGNED BY: T.A.R.
DRAWN BY: R.L.B.
CHECKED BY: C.L.G.

SHEET NAME:
SOIL BORING LOGS

SHEET NO:
BB002

Layout Tab Name: BB002
Last Saved By:Ver, 1/16/2024 12:53:43 PM
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Project Name: Gunnison-Crested Butte Regional Airport Ramp and Apron Improvements — *PAGE* 1 of 1

Project Number: 222-160 — *Boring No.:* **YA-C-4**

Boring Began: 12/12/2022
Boring Completed: 12/12/2022
Drilling Method(s): Coring, Test Pit - hand dug
Driller:
Drill Rig: Core Machine
Hammer: , ER: %

Total Depth: 1.3 ft
Ground Elevation: 7661.0 ft
Coordinates: N: 1.0 E: 12.0
Location: SE area ramp/apron
Logged By: J. Hutson
Final By: S. White

Weather Notes:
Inclination from Horiz.: Vertical
Night Work: ☐

Groundwater Levels: Not Observed

Symbol	Depth	-	-	-
	Date	-	-	-

Elevation (feet)	Depth (feet)	Soil Samples: Sample Type/Depth	Soil Samples: Drilling Method	Blows per 6 in	Penetration Resistance	Lithology	Material Description	Moisture Content (%)	Dry Density (pcf)	Gravel Content (%)	Sand Content (%)	Fines Content (%)	Atterberg Limits: Liquid Limit (%)	Atterberg Limits: Plasticity Index	AASHTO & USCS Classifications	Field Notes and Other Lab Tests
7660	0						**0.0 - 0.9 ft.** 10.5 inches, (asphalt).									
	1						**0.9 - 1.3 ft. Silty GRAVEL with sand, cobbles**, brown.	8.2		53.0	33.0	14	NV	NP	*A-1-a (0) GM*	Hydro=8% finer than 0.02mm
							Bottom of Hole at 1.3 ft.									
7655																
7650																

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Project Name: Gunnison-Crested Butte Regional Airport Ramp and Apron Improvements — *PAGE* 1 of 1

Project Number: 222-160 — *Boring No.:* **YA-C-5**

Boring Began: 12/12/2022
Boring Completed: 12/12/2022
Drilling Method(s): Coring, Test Pit - hand dug
Driller:
Drill Rig: Core Machine
Hammer: , ER: %

Total Depth: 1.0 ft
Ground Elevation: 7657.0 ft
Coordinates: N: 1.0 E: 3.0
Location: West area ramp/apron
Logged By: J. Hutson
Final By: S. White

Weather Notes:
Inclination from Horiz.: Vertical
Night Work: ☐

Groundwater Levels: Not Observed

Symbol	Depth	-	-	-
	Date	-	-	-

Elevation (feet)	Depth (feet)	Soil Samples: Sample Type/Depth	Soil Samples: Drilling Method	Blows per 6 in	Penetration Resistance	Lithology	Material Description	Moisture Content (%)	Dry Density (pcf)	Gravel Content (%)	Sand Content (%)	Fines Content (%)	Atterberg Limits: Liquid Limit (%)	Atterberg Limits: Plasticity Index	AASHTO & USCS Classifications	Field Notes and Other Lab Tests
	0						**0.0 - 0.5 ft.** 6 inches, (asphalt).									
	1						**0.5 - 1.0 ft. GRAVEL with silt, sand, and cobbles**, brown.	5.9		58.0	35.0	7	NV	NP	*A-1-a (0) GP-GM*	Hydro=4% finer than 0.02mm
							Bottom of Hole at 1.0 ft.									
7655																
7650																
7645																

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Project Name: Gunnison-Crested Butte Regional Airport Ramp and Apron Improvements — *PAGE* 1 of 1

Project Number: 222-160 — *Boring No.:* **YA-C-6**

Boring Began: 12/12/2022
Boring Completed: 12/12/2022
Drilling Method(s): Coring, Test Pit - hand dug
Driller:
Drill Rig: Core Machine
Hammer: , ER: %

Total Depth: 1.0 ft
Ground Elevation: 7657.0 ft
Coordinates: N: 1.0 E: 5.0
Location: SW area ramp/apron
Logged By: J. Hutson
Final By: S. White

Weather Notes:
Inclination from Horiz.: Vertical
Night Work: ☐

Groundwater Levels: Not Observed

Symbol	Depth	-	-	-
	Date	-	-	-

Elevation (feet)	Depth (feet)	Soil Samples: Sample Type/Depth	Soil Samples: Drilling Method	Blows per 6 in	Penetration Resistance	Lithology	Material Description	Moisture Content (%)	Dry Density (pcf)	Gravel Content (%)	Sand Content (%)	Fines Content (%)	Atterberg Limits: Liquid Limit (%)	Atterberg Limits: Plasticity Index	AASHTO & USCS Classifications	Field Notes and Other Lab Tests
	0						**0.0 - 0.6 ft.** 7 inches, (asphalt).									
	1						**0.6 - 1.0 ft. Silty SAND with gravel**, (Base).	10.3		38.0	46.0	16	NV	NP	*A-1-b (0) SM*	Hydro=10% finer than 0.02mm
							Bottom of Hole at 1.0 ft.									
7655																
7650																
7645																

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Project Name: Gunnison-Crested Butte Regional Airport Ramp and Apron Improvements — *PAGE* 1 of 1

Project Number: 222-160 — *Boring No.:* **YA-C-7**

Boring Began: 12/12/2022
Boring Completed: 12/12/2022
Drilling Method(s): Coring, Test Pit - hand dug
Driller:
Drill Rig: Core Machine
Hammer: , ER: %

Total Depth: 1.2 ft
Ground Elevation: 7656.0 ft
Coordinates: N: 1.0 E: 2.0
Location: SW corner ramp/apron
Logged By: J. Hutson
Final By: S. White

Weather Notes:
Inclination from Horiz.: Vertical
Night Work: ☐

Groundwater Levels: Not Observed

Symbol	Depth	-	-	-
	Date	-	-	-

Elevation (feet)	Depth (feet)	Soil Samples: Sample Type/Depth	Soil Samples: Drilling Method	Blows per 6 in	Penetration Resistance	Lithology	Material Description	Moisture Content (%)	Dry Density (pcf)	Fines Content (%)	Atterberg Limits: Liquid Limit (%)	Atterberg Limits: Plasticity Index	AASHTO & USCS Classifications	Field Notes and Other Lab Tests
	0						**0.0 - 0.8 ft.** 10.25 inches, (asphalt).							
	1						**0.8 - 1.2 ft. Silty GRAVEL with sand**, (Base).							
							Bottom of Hole at 1.2 ft.							
7655														
7650														
7645														

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Project Name: Gunnison-Crested Butte Regional Airport Ramp and Apron Improvements — *PAGE* 1 of 1

Project Number: 222-160 — *Boring No.:* **YA-C-8**

Boring Began: 12/12/2022
Boring Completed: 12/12/2022
Drilling Method(s): Coring, Test Pit - hand dug
Driller:
Drill Rig: Core Machine
Hammer: , ER: %

Total Depth: 0.7 ft
Ground Elevation: 7655.0 ft
Coordinates: N: 1.0 E: 1.0
Location: West drive access ramp/apron
Logged By: J. Hutson
Final By: S. White

Weather Notes:
Inclination from Horiz.: Vertical
Night Work: ☐

Groundwater Levels: Not Observed

Symbol	Depth	-	-	-
	Date	-	-	-

Elevation (feet)	Depth (feet)	Soil Samples: Sample Type/Depth	Soil Samples: Drilling Method	Blows per 6 in	Penetration Resistance	Lithology	Material Description	Moisture Content (%)	Dry Density (pcf)	Fines Content (%)	Atterberg Limits: Liquid Limit (%)	Atterberg Limits: Plasticity Index	AASHTO & USCS Classifications	Field Notes and Other Lab Tests
	0						**0.0 - 0.2 ft.** 1.75 inches, (asphalt).							
	1						**0.2 - 0.7 ft. Silty GRAVEL with sand**, (Base).							
							Bottom of Hole at 0.7 ft.							
7650														
7645														

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GUNNISON-CRESTED BUTTE REGIONAL AIRPORT
CDAG NO. 23-GUC-01
GENERAL AVIATION RAMP RECONSTRUCTION
GUNNISON, COLORADO

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SHEET NAME:
SOIL BORING LOGS

SHEET NO:
BB003

Layout Tab Name: BB003
Last Saved By:Ver, 1/16/2024 12:53:43 PM
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RADIO COMMUNICATION FREQUENCY 122.7 MHz

WHEN ON OR NEAR THE AIRFIELD, ALL RADIO COMMUNICATIONS WILL USE THE FREQUENCY LISTED ABOVE .

1. COORDINATION

ALL COORDINATION WILL TAKE PLACE THROUGH THE RESIDENT ENGINEER AND GUNNISON-CRESTED BUTTE REGIONAL AIRPORT (GUC) MANAGER AND OPERATIONS MANAGER. NO CLOSURES WITHIN THE MOVEMENT AREAS WILL BE PERMITTED WITHOUT A NOTAM IN PLACE FOR EACH SPECIFIC CLOSURE. PRIOR TO COMMENCEMENT OF ANY WORK, THE CONTRACTOR SHALL GIVE 72 HOURS ADVANCE NOTICE TO THE RESIDENT ENGINEER AND AIRPORT OPERATIONS FOR FILING OF ALL NOTAMS.

A WEEKLY CONSTRUCTION PROGRESS MEETING WILL BE REQUIRED TO DISCUSS ALL OPERATIONAL SAFETY TOPICS THAT HAVE BEEN AFFECTED OR WILL BE AFFECTED IN THE NEAR FUTURE. IN ATTENDANCE WILL BE THE CONTRACTOR, RESIDENT ENGINEER, AND GUC PERSONNEL.

ANY CHANGES TO SCOPE OR SCHEDULE MUST BE NOTIFIED TO THE RESIDENT ENGINEER AND GUC MANAGER AND OPERATIONS MANAGER. ALL PARTIES WILL EVALUATE THE IMPACT OF THE CHANGE AND WILL DETERMINE THE MEASURES NEEDED TO MAINTAIN A SAFE CONSTRUCTION SITE.

THE FAA AIR TRAFFIC OPERATORS WILL BE NOTIFIED IMMEDIATELY IF ANY CHANGES AFFECT AIRCRAFT MOVEMENT. ALL COMMUNICATIONS WITH THE FAA TOWER WILL BY HANDLED BY AIRPORT OPERATIONS.

AIRPORT RUNWAYS AND TAXIWAYS SHOULD REMAIN IN USE BY AIRCRAFT TO THE MAXIMUM EXTENT POSSIBLE.

AIRCRAFT USE OF AREAS NEAR THE CONTRACTOR'S WORK SHOULD BE CONTROLLED TO MINIMIZE DISTURBANCE TO THE CONTRACTOR'S OPERATION.

CONSTRUCTION THAT IS WITHIN THE SAFETY AREA OF AN ACTIVE RUNWAY, TAXIWAY, OR APRON MUST BE PERFORMED WHEN THE RUNWAY, TAXIWAY, OR APRON IS CLOSED OR USE-RESTRICTED AND INITIATED ONLY WITH PRIOR PERMISSION FROM THE AIRPORT OPERATOR AND WITH PROPER NOTAMS IN PLACE.

THE CONTRACTING OFFICER, AIRPORT OPERATOR, OR OTHER DESIGNATED AIRPORT REPRESENTATIVE MAY ORDER THE CONTRACTOR TO SUSPEND OPERATIONS; MOVE PERSONNEL, EQUIPMENT, AND MATERIALS TO A SAFE LOCATION; BARRICADE ANY OPEN TRENCHES AND STAND BY UNTIL AIRCRAFT USE IS COMPLETED.

2. PHASING

THIS PROJECT CONSISTS OF FIVE PHASES. SEE CONSTRUCTION SAFETY DRAWINGS FOR PHASING REQUIREMENTS.

CONTRACTOR TO NOTIFY RESIDENT ENGINEER AND GUC MANAGER AND OPERATIONS MANAGER IF A CHANGE IN SCHEDULE IS NEEDED.

3. AREAS AND OPERATIONS AFFECTED BY CONSTRUCTION ACTIVITY

ALL WORK WITHIN AIRPORT OPERATIONS AREA (AOA) SHALL CONFORM TO ADVISORY CIRCULAR 150/5370-2G, OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION.

CONTRACTOR SHALL ADHERE TO REQUIREMENTS AS MENTIONED ON THIS SHEET, THE CONSTRUCTION SAFETY AND PHASING PLAN (CSPP), AND CONSTRUCTION SAFETY DRAWINGS. THESE REQUIREMENTS INCLUDE, BUT ARE NOT LIMITED TO, LIFE & SAFETY ACCESS ROUTES, AIRCRAFT ROUTES, PEDESTRIAN ROUTES, CONSTRUCTION ACCESS ROUTES, CONSTRUCTION LIMITS, AND BARRICADE LOCATIONS.

4. PROTECTION OF NAVIGATION AIDS (NAVAIDS)

NAVIGATIONAL AIDS INCLUDE INSTRUMENT LANDING SYSTEM COMPONENTS AND VERY HIGH-FREQUENCY OMNIDIRECTIONAL RANGE, AIRPORT SURVEILLANCE RADAR. SUCH RESTRICTED AREAS ARE DEPICTED ON CONSTRUCTION PLANS.

DURING CONSTRUCTION, NO NAVAID EQUIPMENT WILL BE RELOCATED. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY DAMAGE TO THE EXISTING NAVAIDS AND WILL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE AIRPORT.

5. CONTRACTOR ACCESS

CONTRACTOR HAS ACCESS TO ONE GATE TO ENTER THE WORKSITE AND ONE GATE TO ENTER THE STAGING AREA. SEE CONSTRUCTION SAFETY DRAWINGS AND NARATIVE FOR GATE LOCATIONS BY PHASE. CONTRACTOR SHALL PROVIDE A GATE GUARD AT THIS GATE AT ALL TIMES WHEN GATE IS NOT CLOSED AND LOCKED.

CONTRACTOR MOVEMENT SHALL BE RESTRICTED TO THE PRE-DETERMINED ACCESS ROUTES AS SHOWN ON CONSTRUCTION SAFETY DRAWINGS.

ALL VEHICLES AND EQUIPMENT OPERATING IN THE AOA MUST BE IDENTIFIED CLEARLY WITH 8-INCH (MINIMUM) BLOCK-TYPE CHARACTERS OF A CONTRASTING COLOR AND EASY TO READ. IN ADDITION, VEHICLES MUST DISPLAY IDENTIFICATION MEDIA, AS SPECIFIED IN THE APPROVED AIRPORT SECURITY PLAN.

ALL VEHICLES AND EQUIPMENT OPERATING IN THE AOA MUST HAVE FLAG (DAY ONLY) OR BEACON (DAY AND NIGHT) ATTACHED TO THE VEHICLE.

CONTRACTOR IS REQUIRED TO ADHERE TO ALL RULES AND REGULATIONS AS SET BY GUC AND ADVISORY CIRCULAR 150/5370-2G, OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION.

ALL APPROVED DRIVERS MUST ATTEND AND PASS THE AIRPORT DRIVING CLASS AND TEST. THIS TRAINING IS REQUIRED FOR ALL PERSONNEL THAT ARE REQUIRED TO EITHER BE BADGED OR PLAN ON OPERATING A VEHICLE IN THE AOA.

VEHICLE TRAFFIC LOCATED IN OR CROSSING AN ACTIVE MOVEMENT AREA MUST BE ESCORTED BY AIRPORT OPERATIONS WHO WILL BE IN RADIO CONTACT WITH THE TOWER. THE DRIVER, THROUGH PERSONAL OBSERVATION, SHOULD CONFIRM THAT NO AIRCRAFT IS APPROACHING THE VEHICLE POSITION. CONTRACTOR PERSONNEL MAY OPERATE IN THE MOVEMENT AREA WITHOUT TWO-WAY RADIO COMMUNICATION PROVIDED A NOTAM IS ISSUED CLOSING THE AREA AND THE AREA IS PROPERLY MARKED TO PREVENT INCURSIONS. CONTINUOUS MONITORING IS REQUIRED ONLY WHEN EQUIPMENT MOVEMENT IS NECESSARY IN CERTAIN AREAS. CONTRACTOR SHALL NOT COMMUNICATE DIRECTLY WITH THE TOWER OR CTAF. ALL TOWER COMMUNICATION SHALL BE PERFORMED BY AIRPORT OPERATIONS.

CONTRACTOR IS REQUIRED TO NOTIFY AND COORDINATE WITH THE RESIDENT ENGINEER AND AIRPORT OPERATIONS PRIOR TO ENTERING ANY ACTIVE SURFACE SAFETY AREAS OR OBJECT FREE AREAS.

CONTRACTOR, SUBCONTRACTOR, AND SUPPLIER EMPLOYEES OR ANY UNAUTHORIZED PERSONS ARE RESTRICTED FROM ENTERING AN AIRPORT AREA THAT WOULD BE HAZARDOUS.

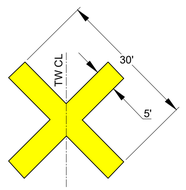
6. WILDLIFE MANAGEMENT

CONTRACTOR SHALL ADHERE TO ALL WILDLIFE MANAGEMENT PRACTICES AS STATED IN ADVISORY CIRCULAR 150/5200-33C, HAZARDOUS WILDLIFE ATTRACTIONS ON OR NEAR AIRPORTS, AND CERTALERT 98-08, GRASSES ATTRACTIVE TO HAZARDOUS WILDLIFE.

CONTRACTOR IS RESPONSIBLE FOR COMPLETING A DAILY INSPECTION FOR TRASH, FOREIGN OBJECTS, AND STANDING WATER ON THE CONSTRUCTION SITE THAT MIGHT ATTRACT WILDLIFE.

CONTRACTOR SHALL MAINTAIN ALL FENCES AND GATES THROUGHOUT THE PROJECT TO THE SATISFACTION OF THE RESIDENT ENGINEER.

CONTRACTOR SHALL NOTIFY THE RESIDENT ENGINEER WHEN A WILDLIFE SIGHTING HAS OCCURRED ON THE PROJECT SITE.



CONSTRUCT CLOSED TAXIWAY "X" WITH ANY OF THE FOLLOWING: DOUBLE-LAYERED PAINTED SNOW FENCE, COLORED PLASTIC, PAINTED SHEETS OF PLYWOOD OR SIMILAR MATERIALS. CONTRACTOR TO ENSURE THAT MATERIALS ARE PROPERLY CONFIGURED AND SECURED TO PREVENT MOVEMENT FROM JET BLAST OR WIND. CLOSED TAXIWAY "X" SHALL BE LESS THAN 3-INCHES THICK.

1 TAXIWAY CLOSURE "X" DETAIL
NOT TO SCALE

7. FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT

CONTRACTOR SHALL KEEP ALL PAVEMENTS IN THE AOA INCLUDING APRONS, TAXIWAYS, AND RUNWAYS FREE FROM FOD AT ALL TIMES TO PREVENT ANY DEBRIS FROM BEING INGESTED INTO AN AIRCRAFT'S ENGINE OR ANY DEBRIS FROM BEING LAUNCHED DUE TO JET BLAST.

CONTRACTOR IS REQUIRED TO CONTINUOUSLY MONITOR AND MAINTAIN FOD TO THE SATISFACTION OF THE RESIDENT ENGINEER.

PRIOR TO OPENING ANY PAVEMENT TO AIRCRAFT, THE CONTRACTOR, RESIDENT ENGINEER, AND AIRPORT OPERATIONS SHALL CONDUCT A SWEEP OF THE PAVEMENT TO VERIFY THAT THE PAVEMENT IS FREE FROM FOD.

THE CONTRACTOR IS ADVISED THAT DUST CONTROL, CLEANUP OF ACTIVE PAVEMENTS, TRACKING DEBRIS ONTO ACTIVE PAVEMENT AND GENERAL JOBSITE CLEANLINESS IS A SERIOUS SAFETY CONCERN. FOREIGN OBJECT DEBRIS (FOD) IS CONSIDERED AS ANY ITEM THAT COULD POSSIBLY IMPACT THE OPERATIONS OF AN AIRPORT OR ROADWAY. FOD COULD CAUSE INJURY OR DEATH THROUGH INGESTION IN MOVING AIRCRAFT ENGINES. SPECIFIC ITEMS OF CONCERN INCLUDE, BUT ARE NOT LIMITED TO; ANY PACKAGING FROM MATERIAL INSTALLATION, GRAVEL LEFT ON ACTIVE PAVEMENTS, DUST TRACKED ONTO ACTIVE PAVEMENTS, HAND TOOLS, HARDWARE DROPPED, ETC.

8. HAZARDOUS MATERIAL (HAZMAT) MANAGEMENT

CONTRACTOR SHALL NOTIFY RESIDENT ENGINEER AND AIRPORT EMERGENCY PERSONNEL IF HAZARDOUS MATERIALS ARE ENCOUNTERED ON THIS PROJECT.

9. NOTIFICATION OF CONSTRUCTION ACTIVITIES

AGENCY NAME	AGENCY TYPE	TELEPHONE
AIRPORT EMERGNECY	24 HOUR AIRPORT OPERATIONS	(970) 641-2304 OR 911
GUNNISON POLICE DEPARTMENT	SHERIFF / POLICE	(970) 641-8200
GUNNISON VOLUNTEER FIRE DEPARTMENT	FIRE RESCUE	(970) 641-8153
GUNNISON VALLEY HEALTH HOSPITAL	HOSPITAL / URGENT CARE	(970) 641-1456
SECURITY BADGING	AIRPORT SECURITY	(970) 642-7390
OPERATIONS	AIRPORT OPERATIONS	(970) 641-2304

BEFORE BEGINNING ANY CONSTRUCTION ACTIVITY, THE CONTRACTOR MUST, THROUGH THE RESIDENT ENGINEER AND AIRPORT OPERATIONS, GIVE NOTICE USING THE NOTICE TO AIRMEN (NOTAM) SYSTEM OF PROPOSED LOCATION, TIME, AND DATE OF COMMENCEMENT OF CONSTRUCTION. THE NOTAM SHOULD STATE THAT "PERSONNEL AND EQUIPMENT ARE WORKING ADJACENT TO GENERAL AVIATION RAMP." ALL NOTAMS SHALL BE ISSUED BY GUC. UPON COMPLETION OF WORK AND RETURN OF ALL SUCH AREAS TO STANDARD CONDITIONS, THE CONTRACTOR MUST COORDINATE WITH THE RESIDENT ENGINEER AND VERIFY THE CANCELLATION OF ALL NOTICES ISSUED VIA THE NOTAM SYSTEM. THROUGHOUT THE PROJECT DURATION , THE CONTRACTOR MUST:

A. BE AWARE OF AND UNDERSTAND THE SAFETY PROBLEMS AND HAZARDS DESCRIBED IN ADVISORY CIRCULAR 150/5370-2G, OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION.
B. CONDUCT ACTIVITIES SO AS NOT TO VIOLATE ANY SAFETY STANDARDS CONTAINED IN ADVISORY CIRCULAR 150/5370-2G OR ANY OF THE REFERENCES THEREIN.
C. INSPECT ALL CONSTRUCTION AND STORAGE AREAS AS OFTEN AS NECESSARY TO BE AWARE OF CONDITIONS.
D. PROMPTLY TAKE ALL ACTIONS NECESSARY TO PREVENT OR REMEDY ANY UNSAFE OR POTENTIALLY UNSAFE CONDITIONS AS SOON AS THEY ARE DISCOVERED.
E. THE CONTRACTOR SHALL ADHERE TO THE REQUIREMENTS, PROVISIONS, AND PROCEDURES OUTLINED IN CONSTRUCTION SAFETY PHASING PLAN (SEE DIV. 6 OF THE CONTRACT DOCUMENTS).

9. NOTIFICATION OF CONSTRUCTION ACTIVITIES (CONTINUED)

ANY CHANGES TO SCOPE OR SCHEDULE MUST BE NOTIFIED TO THE RESIDENT ENGINEER AND GUC MANAGER AND OPERATIONS MANAGER SO THAT NOTAMS CAN BE ISSUED, MAINTAINED, AND CANCELED.

IN AN EVENT OF AN EMERGENCY, CONTRACTOR SHALL NOTIFY THE RESIDENT ENGINEER, GUC OPERATIONS MANAGER, AND AIRPORT EMERGENCY.

10. INSPECTION REQUIREMENTS

CONTRACTOR SHALL COMPLETE A DAILY INSPECTION FOR SAFETY ON THE PROJECT SITE BY COMPLETING THE CHECKLIST PROVIDED IN ADVISORY CIRCULAR 150/5370-2G, APPENDIX D, CONSTRUCTION PROJECT DAILY SAFETY INSPECTION CHECKLIST.

THE CONTRACTOR, RESIDENT ENGINEER AND AIRPORT OPERATOR MUST PERFORM ONSITE INSPECTIONS THROUGHOUT THE PROJECT, WITH IMMEDIATE REMEDY OF ANY DEFICIENCIES, WHETHER CAUSED BY NEGLIGENCE, OVERSIGHT, OR SCOPE CHANGE.

CONTRACTOR SHALL COMPLETE A FINAL INSPECTION FOR SAFETY ON THE PROJECT SITE AT THE END OF EACH PHASE.

11. APPROACH CLEARANCE TO RUNWAYS

RUNWAY THRESHOLDS MUST PROVIDE AN UNOBSTRUCTED APPROACH SURFACE OVER EQUIPMENT AND MATERIALS. REFER TO CHAPTER 3 IN ADVISORY CIRCULAR 150/5300-13B, AIRPORT DESIGN, FOR GUIDANCE.

12. RUNWAY AND TAXIWAY VISUAL AIDS

FLASHER BARRICADES, ARE TO BE PLACED AS DETAILED IN THE PLANS AND IN ALL DESIGNATED AREAS AS SHOWN ON THE CONSTRUCTION SAFETY DRAWINGS.

APPROVED FLASHER BARRICADES SHALL BE PROVIDED AND MAINTAINED BY THE CONTRACTOR.

CONTRACTOR TO COVER ALL TAXIWAY EDGE LIGHTS, TAXIWAY SIGNS, RUNWAY SIGNS, AND APRON EDGE LIGHTS FOR AREAS CLOSED BY NOTAM TO THE APPROVAL OF THE RESIDENT ENGINEER.

13. MARKING AND SIGNS FOR ACCESS ROUTES

ALL REQUIRED SIGNS AND MARKINGS SHALL CONFORM TO ADVISORY CIRCULAR 150/5340-18G, STANDARD FOR AIRPORT SIGN SYSTEMS, OR THE FEDERAL HIGHWAY ADMINISTRATION MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

ALL SIGNS ADJACENT TO AREAS USED BY AIRCRAFT MUST COMPLY WITH THE FRANGIBLE REQUIREMENTS AS STATED IN ADVISORY CIRCULAR 150/5220-23A, FRANGIBLE CONNECTIONS.

14. HAZARD MARKINGS AND LIGHTING

PRIOR TO CLOSING ANY AREAS IN THE AOA TO AIRCRAFT OR EMERGENCY TRAFFIC, CONTRACTOR MUST CLEARLY DEFINE CLOSED AREAS WITH WARNING LIGHTS, BARRICADES, CLOSED 'X' MARKINGS, RCMS, AND FLAGS TO THE APPROVAL OF THE RESIDENT ENGINEER. CONTRACTOR TO REFER TO CONSTRUCTION SAFETY DRAWINGS.

HAZARDOUS AREAS ON THE MOVEMENT AREA WILL BE MARKED WITH FLASHER BARRICADES. THESE BARRICADES RESTRICT ACCESS AND MAKE HAZARDS OBVIOUS TO AIRCRAFT, PERSONNEL, AND VEHICLES. DURING PERIODS OF LOW VISIBILITY AND AT NIGHT, IDENTIFY HAZARDOUS AREAS WITH RED FLASHING LIGHTS.

OPEN TRENCHES AND EXCAVATIONS MUST BE PROMINENTLY MARKED WITH RED OR ORANGE FLAGS AND LIGHTS AS APPROVED BY THE RESIDENT ENGINEER.

15. PROTECTION OF RUNWAY AND TAXIWAY AREAS

SAFETY AREAS - CONTRACTOR SHALL NOT IMPEDE ON THE SAFETY AREAS WITHOUT A CLOSURE OF THE RUNWAY/TAXIWAY BY MEANS OF A NOTAM.

OBJECT FREE AREAS - CONTRACTOR SHALL NOT PLACE EQUIPMENT, MATERIAL, OR STOCKPILES IN THIS AREA. ALL OBJECTS OR MATERIALS ADJACENT TO THIS AREA SHALL BE PROPERLY MARKED/LIT PER ADVISORY CIRCULAR 150/5370-2G. CONTRACTOR CANNOT WORK IN ACTIVE TAXIWAY OBJECT FREE AREA WITHOUT WING WALKERS TO MAINTAIN A 5' CLEARANCE FROM THE WINGSPAN OF THE AIRCRAFT TO CONSTRUCTION EQUIPMENT OR MATERIAL.

OBSTACLE FREE ZONE- CONTRACTOR TO PREVENT PERSONNEL, MATERIAL, AND/OR EQUIPMENT FROM PENETRATING THE OBSTACLE FREE ZONE AS DEFINED IN ADVISORY CIRCULAR 150/5300-13B.

NO CONSTRUCTION WORK IS ALLOWED INSIDE OF AN ACTIVE TOFA

16. AIRPORT SECURITY

CONTRACTOR SHALL ADHERE TO AIRPORT SECURITY REQUIREMENTS AT ALL TIMES. SECURITY IDENTIFICATION BADGES AND RELATED AIRPORT FAMILIARIZATION REQUIREMENTS ARE MANDATORY. KEY CONSTRUCTION SUPERINTENDENTS AND ANY OTHER PERSONNEL DEEMED NECESSARY BY THE AIRPORT SHALL BE REQUIRED TO BE BADGED BY THE AIRPORT, COMPLETE A SECURITY CLASS AND AN AIRPORT DRIVING CLASS AT THE EXPENSE OF THE CONTRACTOR PRIOR TO CONSTRUCTION. UNBADGED CONSTRUCTION PERSONNEL SHALL BE ESCORTED AT ALL TIMES DURING AIRSIDE CONSTRUCTION.

17. OTHER LIMITATIONS ON CONSTRUCTION

CONTRACTOR SHALL PROMINENTLY MARK ALL OPEN TRENCHES, EXCAVATIONS, AND STOCKPILED MATERIALS AT THE CONSTRUCTION SITE. LIGHTING THESE OBSTACLES IS REQUIRED DURING HOURS OF RESTRICTED VISIBILITY AND DARKNESS.

THE CONTRACTOR SHALL CLEARLY MARK AND LIGHT ANY CLOSED, DECEPTIVE, OR HAZARDOUS AREAS ON THE AIRPORT, AS APPROPRIATE. STOCKPILED MATERIALS SHALL BE CONSTRAINED TO PREVENT ITS MOVEMENT AS A RESULT OF THE MAXIMUM ANTICIPATED AIRCRAFT BLAST AND FORECAST WIND CONDITIONS.

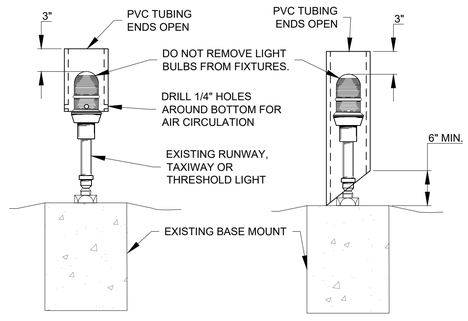
THERE SHALL BE NO USE OF TALL EQUIPMENTS (CRANES, CONCRETE PUMPS, AND SO ON) UNLESS A FAA 7460-1 DETERMINATION LETTER IS ISSUED FOR SUCH EQUIPMENT.

THERE SHALL BE NO USE OF ELECTRICAL BLASTING CAPS ON OR WITHIN 1,000' OF THE AIRPORT PROPERTY.

THERE SHALL BE NO USE OF FLARE POTS WITHIN THE AOA.

18. DUST CONTROL

CONTRACTOR IS RESPONSIBLE FOR CONTROLLING DUST FROM THE CONSTRUCTION SITE AT ALL TIMES. CONTRACTOR SHALL HAVE A WATER TRUCK AND OPERATOR AVAILABLE 24 HOURS A DAY TO CONTROL DUST. THE PROJECT'S LOCATION IS NEAR ACTIVE RUNWAYS AND HIGHWAYS AND IS IN A LOCATION THAT EXPERIENCES HIGH WIND. IT IS CRITICAL FOR THE CONTRACTOR TO KEEP DUST TO AN ABSOLUTE MINIMUM BOTH DURING CONSTRUCTION, AND AFTER CONSTRUCTION UNTIL THE EXPOSED SURFACES CONTAIN SUSTAINABLE VEGETATION. CONTRACTOR SHALL PROVIDE THE RESIDENT ENGINEER AND AIRPORT OPERATIONS WITH A CONTACT FOR 24 HOUR DUST CONTROL.



OPTION A OPTION B

2 TEMPORARY LIGHT COVER DETAIL
NOT TO SCALE

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ARCHITECTURE | ENGINEERING | GEOSPATIAL
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Glendale, CO 80246
303.524.3030

ISSUANCE SCHEDULE

NUMBER	DATE	DESCRIPTION
1	12/12/23	ISSUED FOR CONSTRUCTION

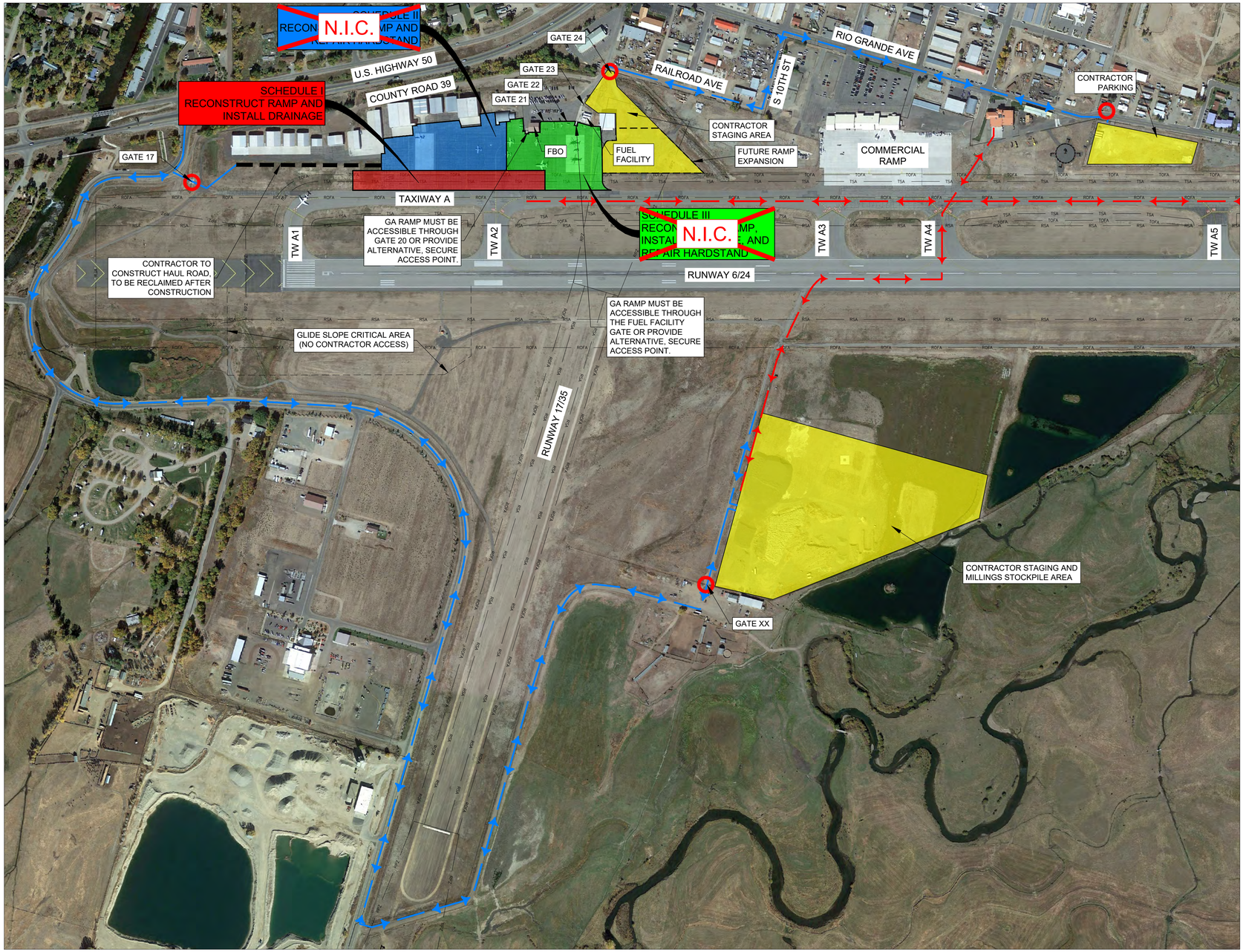
GUNNISON-CRESTED BUTTE REGIONAL AIRPORT
CDAG NO. 23-GUC-01
GENERAL AVIATION RAMP RECONSTRUCTION
GUNNISON, COLORADO

PROJECT NO:	23-GUC-01
DATE ISSUED:	12/12/23
DESIGNED BY:	T.A.R.
DRAWN BY:	R.L.B.
CHECKED BY:	C.L.G.

SHEET NAME:
CONSTRUCTION SAFETY NOTES & DETAILS

SHEET NO:
GS001

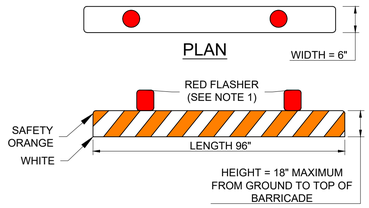
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PHASING LEGEND

- CONTRACTOR HAUL ROUTE
- LIFE & SAFETY ROUTE
- RSA — RUNWAY SAFETY AREA
- ROFA — RUNWAY OBJECT FREE AREA
- TSA — TAXIWAY SAFETY AREA
- TOFA — TAXIWAY OBJECT FREE AREA
- RPZ — RUNWAY PROTECTION ZONE
- BRL 35' — BUILDING RESTRICTION LINE
- NAVAID CRITICAL AREA
- AOA FENCE
- CONTRACTOR GATE ACCESS

GRAPHIC SCALE
0 300 600 900
(IN FEET)



FLASHER BARRICADE NOTES

1. FLASHER BARRICADES WILL BE PROVIDED AND MAINTAINED BY THE CONTRACTOR AT ALL TIMES. CONTRACTOR SHALL ALSO PROVIDE SPARE BARRICADES, BATTERIES, AND LIGHT BULBS FOR MAINTENANCE DURING NIGHTTIME HOURS.
2. LOW-PROFILE BARRICADES TO BE PLACED AT 10' INTERVALS ADJACENT TO CONSTRUCTION, AS DIRECTED BY THE ENGINEER AND AS SHOWN ON THE PHASING SHEETS.
3. BARRICADES ARE TO BE PLACED IN LOCATIONS SHOWN ON THE PLANS AND AS DIRECTED BY THE ENGINEER THROUGHOUT ALL PHASES OF THE PROJECT. THE BARRICADE LOCATIONS PROVIDED ON THIS SHEET SHALL REMAIN THROUGHOUT CONSTRUCTION. ADDITIONAL BARRICADES WILL BE REQUIRED ACROSS PHASE SPECIFIC AREAS OF CLOSED PAVEMENT, AND ARE SHOWN ON PHASING SHEETS.
4. FLASHER BARRICADES WILL BE REQUIRED ALONG THE EDGE OF ANY VERTICAL DROP OFF GREATER THAN 3". AIRPORT OPERATIONS WILL ISSUE NOTAM TO ADVISE AIRCRAFT OF THIS CONDITION
5. FLASHER BARRICADES ARE TO BE ADEQUATELY WEIGHTED SO THEY WILL REMAIN IN PLACE DURING TIMES OF HIGH WINDS OR AS APPROVED BY THE ENGINEER.

1 FLASHER BARRICADE DETAIL
NOT TO SCALE

PROJECT SCHEDULE - 28 CALENDAR DAYS

SCHEDULE / PHASE	DURATION
SCHEDULE I PHASE 1	28 CALENDAR DAYS
SCHEDULE II	42 CALENDAR DAYS
PHASE 1	35 CALENDAR DAYS
PHASE 2	7 CALENDAR DAYS
SCHEDULE III	42 CALENDAR DAYS
PHASE 1a	42 CALENDAR DAYS
PHASE 1b	7 CALENDAR DAYS

0 20 40 60 80 100 120

N.I.C.

SAFETY & OBJECT FREE AREAS

RUNWAY 6/24	
RUNWAY SAFETY AREA (RSA)	250' FROM RW CENTERLINE
RUNWAY OBJECT FREE AREA (ROFA)	400' FROM RW CENTERLINE
TAXIWAYS	
TAXIWAY SAFETY AREA (TSA)	85.5' FROM TW CENTERLINE
TAXIWAY OBJECT FREE AREA (TOFA)	121.5' FROM TW CENTERLINE

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Glendale, CO 80246
303.524.3030

ISSUANCE SCHEDULE

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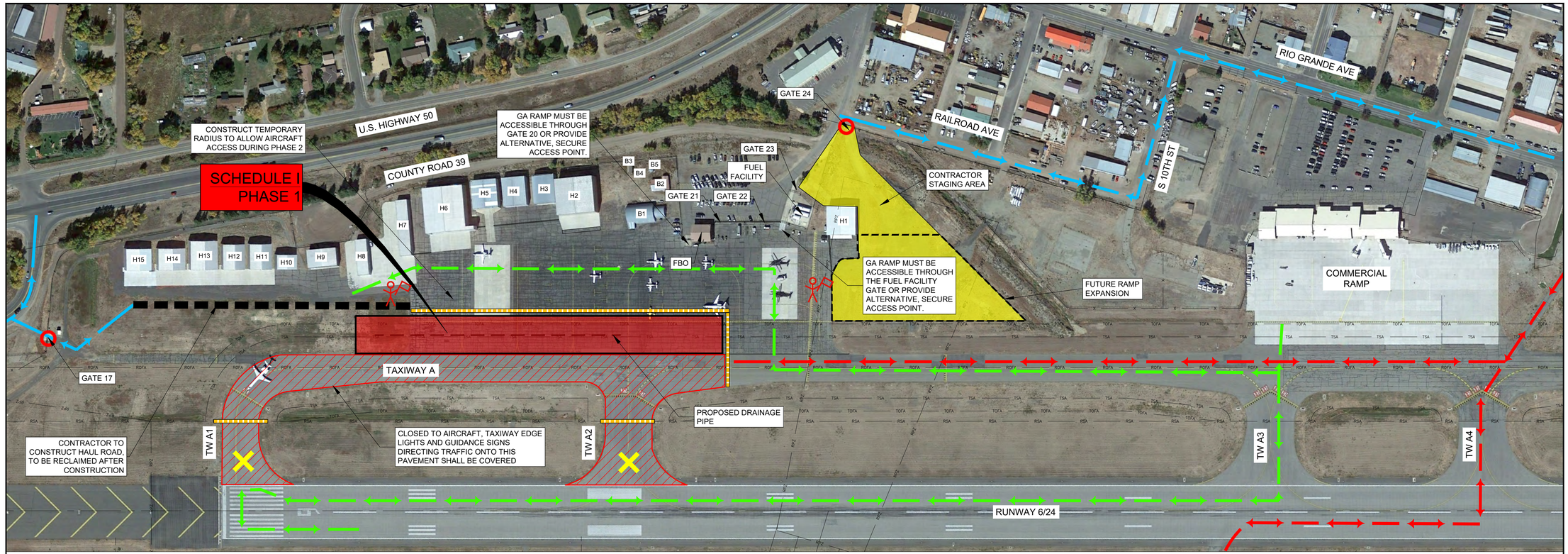
GUNNISON-CRESTED BUTTE REGIONAL AIRPORT
CDAG NO. 23-GUC-01
GENERAL AVIATION RAMP RECONSTRUCTION
GUNNISON, COLORADO

PROJECT NO: 23-GUC-01
DATE ISSUED: 12/12/23
DESIGNED BY: T.A.R.
DRAWN BY: R.L.B.
CHECKED BY: C.L.G.

SHEET NAME:
CONSTRUCTION SAFETY OVERALL PLAN

SHEET NO:
GS002

Layout Tab Name: GS002
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CONSTRUCTION PHASING NOTES

SCHEDULE I / PHASE 1

DURATION

28 CALENDAR DAYS

- SCHEDULE CANNOT BE CONCURRENT WITH ANY OTHER SCHEDULE

CONTRACTOR ACCESS TIMES

24 HOUR ACCESS TO APPROVED WORK AREAS

ALL AIRPORT OPERATIONS AREAS SHALL REMAIN OPEN AND UNAFFECTED DURING THIS SCHEDULE WITH THE FOLLOWING EXCEPTIONS:

- TAXIWAY A TO BE CLOSED JUST EAST OF TAXIWAY A2 TO TAXIWAY A1
- AIRCRAFT ARE REQUIRED TO BACK TAXI FROM TAXIWAY A3 TO RUNWAY 6

MAJOR WORK TO BE COMPLETED

SITE PREPARATION
1. INSTALL EROSION CONTROL
2. REMOVE EXISTING ASPHALT PAVEMENT SECTION
3. REMOVE EXISTING AIRCRAFT TIE DOWNS

EARTHWORK & DRAINAGE
1. EXCAVATE TO SUBGRADE
2. INSTALL DRAINAGE IMPROVEMENTS
3. PREPARE SUBGRADE FOR BASE MATERIAL

PAVEMENT SECTION
1. INSTALL BASE MATERIAL
2. INSTALL ASPHALT PAVEMENT
3. INSTALL AIRCRAFT TIE DOWNS
4. INSTALL TEMPORARY PAINT
5. INSTALL PERMANENT PAINT (AFTER 30 DAY CURE)

SITE RECLAMATION
1. SEEDING
2. REMOVE EROSION CONTROL (AFTER VEGETATION IS ESTABLISHED)

STORM INFRASTRUCTURE
1. TIE INTO EXISTING STRUCTURE
2. INSTALL 30-INCH RCP
3. INSTALL INLET

ELECTRICAL INFRASTRUCTURE
1. TAXIWAY EDGE LIGHT RELOCATION

NOTES

1. AIRCRAFT RESCUE AND FIRE FIGHTING (ARFF) RESPONSE ROUTES SHALL REMAIN CLEAR AND UNOBSTRUCTED AT ALL TIMES DURING CONSTRUCTION. CONTRACTOR SHALL YIELD TO EMERGENCY RESPONSE TEAMS IN THE EVENT OF EMERGENCY.
2. BARRICADES AND CLOSURE "X" S SHALL BE PLACED IN ACCORDANCE WITH THESE DRAWINGS AND THE CSPP.
3. WHEN POSSIBLE, THE CONTRACTOR IS TO KEEP CONSTRUCTION TRAFFIC OFF OF THE APRON PAVEMENTS.
4. AIRPORT PERIMETER SECURITY SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE GATE GUARDS ALONG CONSTRUCTION ACCESS AT AIRPORT PERIMETER GATE LOCATIONS WHEN GATES ARE LEFT OPEN. GATES SHALL BE SECURELY CLOSED OR LOCKED AT ALL TIMES IF GATE GUARD IS NOT PRESENT OR GATES ARE NOT IN USE.
5. SHALL THE CONTRACTOR CHOOSE TO LEAVE THE PROJECT'S ACCESS GATE OPEN FOR CONSTRUCTION OPERATIONS, HE SHALL PROVIDE GATE GUARDS AT ANY TIME THE GATE IS LEFT IN THE OPEN POSITION. PRIOR APPROVAL FROM THE AIRPORT IS REQUIRED FOR LEAVING THE GATE OPEN.
6. THE CONTRACTOR SHALL HAVE A REPRESENTATIVE MONITORING THE AIRPORT'S GROUND CONTROL AT 122.7 MHZ AT ALL TIMES.
7. PRIOR TO OPENING TAXIWAY A, ALL EXCAVATIONS AND TRENCHES IN THE TAXIWAY SAFETY AREA SHALL BE BACKFILLED AND COMPACTED TO P-152 SPECIFICATIONS OR STEEL PLATED AS APPROVED BY THE ENGINEER. GRADING WITHIN THE SAFETY AREA SHALL CONFORM TO AC 150/5300-13B PARAGRAPH 313d (RSA) AND PARAGRAPH 418b(6) (TSA).
8. EACH MORNING, THE CONTRACTOR, ALONG WITH AIRPORT OPERATIONS AND THE ENGINEER WILL INSPECT ALL PAVEMENT FOR DEBRIS AND CHECK ALL SAFETY AREAS FOR ACCEPTANCE. THE CONTRACTOR SHALL IMMEDIATELY CORRECT ANY DEFICIENT AREAS IDENTIFIED FOR APPROVAL BY AIRPORT OPERATIONS AND THE ENGINEER.
9. THE CONTRACTOR SHALL HAVE A SWEEPER ON SITE AT ALL TIMES TO CLEAN DEBRIS FROM HAUL ROUTES, CONSTRUCTION ACCESS POINTS, OR AREAS ADJACENT TO CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY CLEAN ANY DEBRIS FROM AIRFIELD PAVEMENTS.
10. THE CONTRACTOR SHALL KEEP ALL CONSTRUCTION TRAFFIC LIMITED TO THE APPROVED HAUL ROUTES AS SHOWN ON THE PLANS OR AS APPROVED BY THE ENGINEER. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED ALONG THE HAUL ROUTES OR CONSTRUCTION ACCESS ROUTES TO THE PROJECT SITE.
11. CONTRACTOR SHALL PARK ALL EQUIPMENT AND VEHICLES IN STAGING AREAS AT NIGHT AND DURING PERIODS WHEN NO CONSTRUCTION ACTIVITIES ARE TAKING PLACE. NO EQUIPMENT SHALL BE LEFT UNATTENDED WITHIN THE TOFA.
12. IF CONTRACTOR ELECTS TO ERECT AN ON-SITE BATCH PLANT, CONTRACTOR SHALL COMPLETE ALL BATCH PLANT PERMIT REQUIREMENTS PRIOR TO INSTALLATION OF BATCH PLANT, INCLUDING BUT NOT LIMITED TO FAA FAR FORM 7460.
13. BATCH PLANT SHALL BE BELOW THE PART 77 SURFACE OF ALL RUNWAYS. LOCATION WILL BE VERIFIED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER FOR FINAL APPROVAL.
14. RED FLASHING BEACON LIGHT SHALL BE INSTALLED ATOP THE HIGHEST POINT OF BATCH PLANT.
15. CONTRACTOR TO PLACE MILLINGS ALONG THE CONTRACTOR HAUL ROUTE AS NEEDED. PLACEMENT OF MILLINGS ALONG THE HAUL ROUTE WILL BE CONSIDERED INCIDENTAL TO THE PROJECT.

PHASING LEGEND

- LIFE & SAFETY ROUTE
- CONTRACTOR HAUL ROUTE (2 WAY TRAFFIC)
- AIRCRAFT TAXI ROUTE
- RUNWAY SAFETY AREA (RSA)
- RUNWAY OBJECT FREE AREA (ROFA)
- TAXIWAY SAFETY AREA (TSA)
- TAXIWAY OBJECT FREE AREA (TOFA)
- RUNWAY PROTECTION ZONE (RPZ)
- AOA FENCE
- FLASHER BARRICADE
- FLAGMAN / GATE GUARD
- CONTRACTOR GATE ACCESS
- TAXIWAY CLOSURE MARKER

GRAPHIC SCALE
0 150 300 450
(IN FEET)

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720 South Colorado Blvd, Suite 1200-S
Glendale, CO 80246
303.524.3030

ISSUANCE SCHEDULE

NUMBER	DATE	DESCRIPTION
1	12/12/23	ISSUED FOR CONSTRUCTION

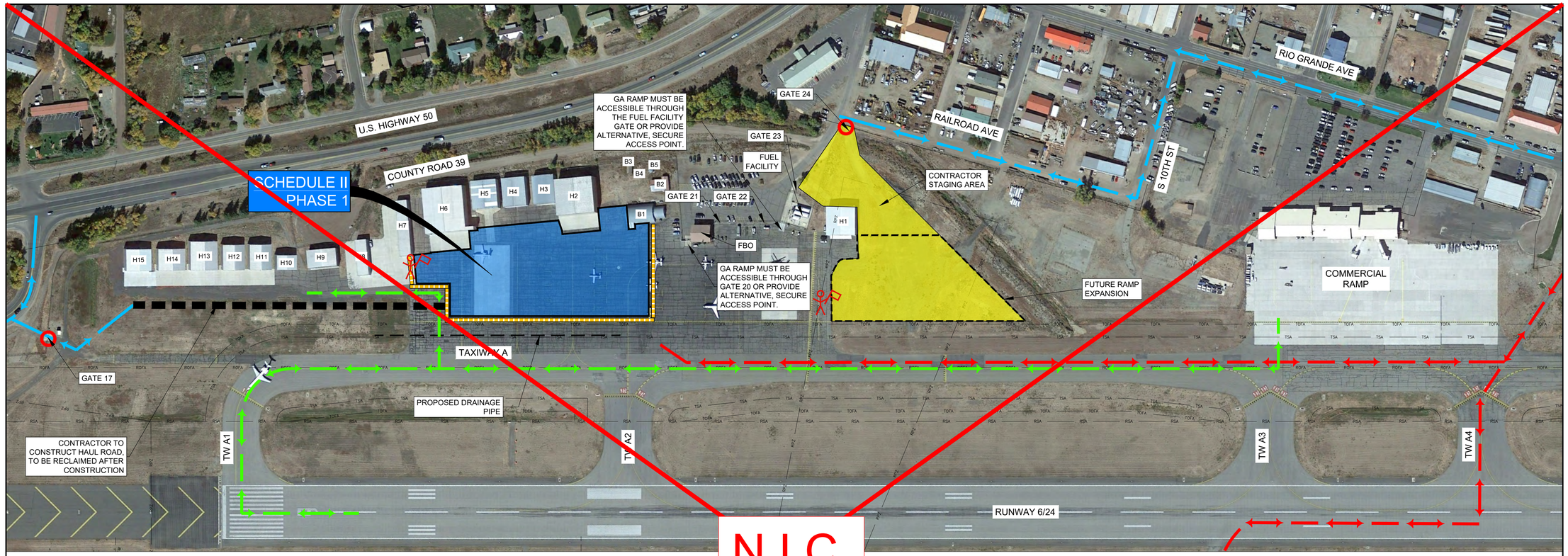
GUNNISON-CRESTED BUTTE REGIONAL AIRPORT
CDAG NO. 23-GUC-01
GENERAL AVIATION RAMP RECONSTRUCTION
GUNNISON, COLORADO

PROJECT NO:	23-GUC-01
DATE ISSUED:	12/12/23
DESIGNED BY:	T.A.R.
DRAWN BY:	R.L.B.
CHECKED BY:	C.L.G.

SHEET NAME:
CONSTRUCTION SAFETY & PHASING PLAN - SCHEDULE I, PHASE 1

SHEET NO:
GS003

Layout Tab Name: GS003
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N.I.C.

CONSTRUCTION PHASING N

SCHEDULE II / PHASE 1

DURATION

35 CALENDAR DAYS

- SCHEDULE II, PHASE 1 CANNOT BE CONCURRENT WITH ANY OTHER SCHEDULE OR PHASE

CONTRACTOR ACCESS TIMES

24 HOUR ACCESS TO APPROVED WORK AREAS

ALL AIRPORT OPERATIONS AREAS SHALL REMAIN OPEN AND UNAFFECTED DURING THIS SCHEDULE WITH THE FOLLOWING EXCEPTIONS:

- FLAGGER IS REQUIRED TO MONITOR HAULING TRAFFIC AND AIRCRAFT

MAJOR WORK TO BE COMPLETED

SITE PREPARATION
1. INSTALL EROSION CONTROL
2. REMOVE EXISTING ASPHALT PAVEMENT SECTION
3. REMOVE EXISTING AIRCRAFT TIE DOWNS

EARTHWORK & DRAINAGE
1. EXCAVATE TO SUBGRADE
2. PREPARE SUBGRADE FOR BASE MATERIAL

PAVEMENT SECTION
1. INSTALL BASE MATERIAL
2. INSTALL ASPHALT PAVEMENT
3. INSTALL AIRCRAFT TIE DOWNS
4. INSTALL TEMPORARY PAINT
5. INSTALL PERMANENT PAINT (AFTER 30 DAY CURE)

NOTES

1. AIRCRAFT RESCUE AND FIRE FIGHTING (ARFF) RESPONSE ROUTES SHALL REMAIN CLEAR AND UNOBSTRUCTED AT ALL TIMES DURING CONSTRUCTION. CONTRACTOR SHALL YIELD TO EMERGENCY RESPONSE TEAMS IN THE EVENT OF EMERGENCY.
2. BARRICADES AND CLOSURE "X" S SHALL BE PLACED IN ACCORDANCE WITH THESE DRAWINGS AND THE CSPP.
3. WHEN POSSIBLE, THE CONTRACTOR IS TO KEEP CONSTRUCTION TRAFFIC OFF OF THE APRON PAVEMENTS.
4. AIRPORT PERIMETER SECURITY SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE GATE GUARDS ALONG CONSTRUCTION ACCESS AT AIRPORT PERIMETER GATE LOCATIONS WHEN GATES ARE LEFT OPEN. GATES SHALL BE SECURELY CLOSED OR LOCKED AT ALL TIMES IF GATE GUARD IS NOT PRESENT OR GATES ARE NOT IN USE.
5. SHALL THE CONTRACTOR CHOOSE TO LEAVE THE PROJECT'S ACCESS GATE OPEN FOR CONSTRUCTION OPERATIONS, HE SHALL PROVIDE GATE GUARDS AT ANY TIME THE GATE IS LEFT IN THE OPEN POSITION. PRIOR APPROVAL FROM THE AIRPORT IS REQUIRED FOR LEAVING THE GATE OPEN.
6. THE CONTRACTOR SHALL HAVE A REPRESENTATIVE MONITORING THE AIRPORT'S GROUND CONTROL AT 122.7 MHZ AT ALL TIMES.
7. EACH MORNING, THE CONTRACTOR, ALONG WITH AIRPORT OPERATIONS AND THE ENGINEER WILL INSPECT ALL PAVEMENT FOR DEBRIS AND CHECK ALL SAFETY AREAS FOR ACCEPTANCE. THE CONTRACTOR SHALL IMMEDIATELY CORRECT ANY DEFICIENT AREAS IDENTIFIED FOR APPROVAL BY AIRPORT OPERATIONS AND THE ENGINEER.
8. THE CONTRACTOR SHALL HAVE A SWEEPER ON SITE AT ALL TIMES TO CLEAN DEBRIS FROM HAUL ROUTES, CONSTRUCTION ACCESS POINTS, OR AREAS ADJACENT TO CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY CLEAN ANY DEBRIS FROM AIRFIELD PAVEMENTS.
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11. IF CONTRACTOR ELECTS TO ERECT AN ON-SITE BATCH PLANT, CONTRACTOR SHALL COMPLETE ALL BATCH PLANT PERMIT REQUIREMENTS PRIOR TO INSTALLATION OF BATCH PLANT, INCLUDING BUT NOT LIMITED TO FAA FAR FORM 7460.
12. BATCH PLANT SHALL BE BELOW THE PART 77 SURFACE OF ALL RUNWAYS. LOCATION WILL BE VERIFIED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER FOR FINAL APPROVAL.
13. RED FLASHING BEACON LIGHT SHALL BE INSTALLED ATOP THE HIGHEST POINT OF BATCH PLANT.
14. CONTRACTOR TO PLACE MILLINGS ALONG THE CONTRACTOR HAUL ROUTE AS NEEDED. PLACEMENT OF MILLINGS ALONG THE HAUL ROUTE WILL BE CONSIDERED INCIDENTAL TO THE PROJECT.

PHASING LEGEND

- LIFE & SAFETY ROUTE
- CONTRACTOR HAUL ROUTE (2 WAY TRAFFIC)
- AIRCRAFT TAXI ROUTE
- RSA — RUNWAY SAFETY AREA
- ROFA — RUNWAY OBJECT FREE AREA
- TSA — TAXIWAY SAFETY AREA
- TOFA — TAXIWAY OBJECT FREE AREA
- RPZ — RUNWAY PROTECTION ZONE
- X — AOA FENCE
- FLASHER BARRICADE
- FLAGMAN / GATE GUARD
- CONTRACTOR GATE ACCESS

GRAPHIC SCALE
0 150 300 450
(IN FEET)

WOOLPERT
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720 South Colorado Blvd, Suite 1200-S
Glendale, CO 80246
303.524.3030

ISSUANCE SCHEDULE

NUMBER	DATE	DESCRIPTION
1	12/12/23	ISSUED FOR CONSTRUCTION

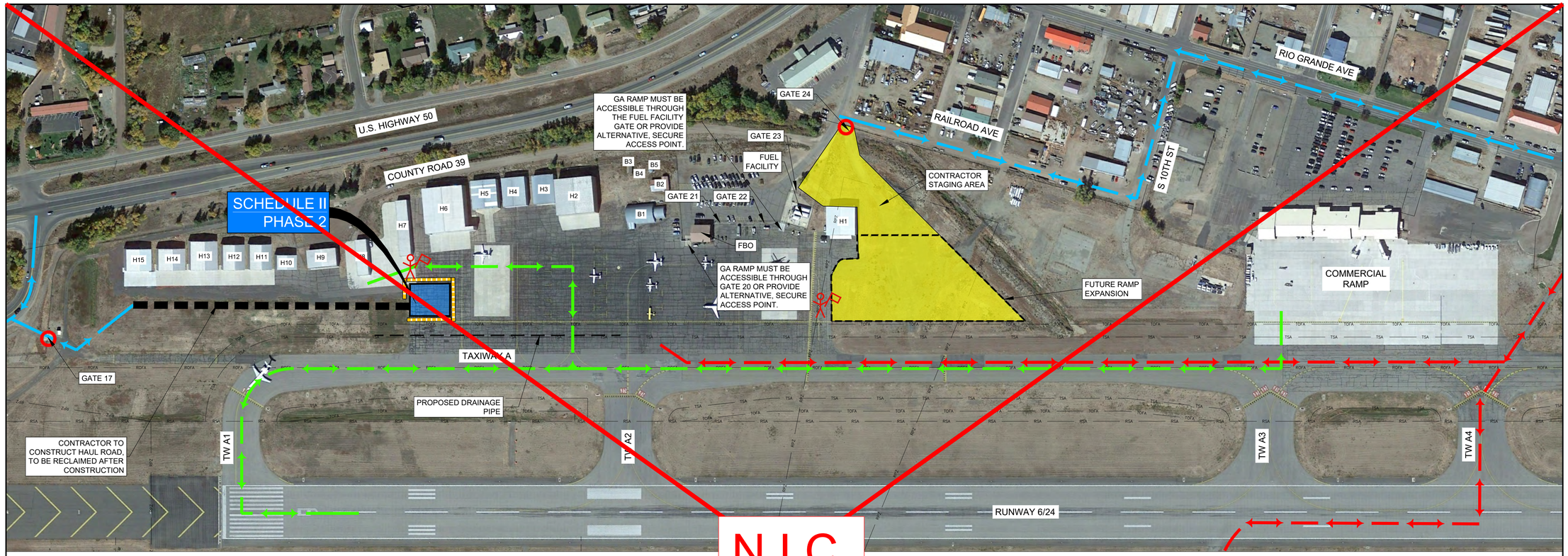
GUNNISON-CRESTED BUTTE REGIONAL AIRPORT
CDAG NO. 23-GUC-01
GENERAL AVIATION RAMP RECONSTRUCTION
GUNNISON, COLORADO

PROJECT NO:	23-GUC-01
DATE ISSUED:	12/12/23
DESIGNED BY:	T.A.R.
DRAWN BY:	R.L.B.
CHECKED BY:	C.L.G.

SHEET NAME:
CONSTRUCTION SAFETY & PHASING PLAN - SCHEDULE II, PHASE 1

SHEET NO:
GS004

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N.I.C.

CONSTRUCTION PHASING N

SCHEDULE II / PHASE 2

DURATION

7 CALENDAR DAYS

- SCHEDULE II, PHASE 2 CANNOT BE CONCURRENT WITH ANY OTHER SCHEDULE OR PHASE

CONTRACTOR ACCESS TIMES

24 HOUR ACCESS TO APPROVED WORK AREAS

ALL AIRPORT OPERATIONS AREAS SHALL REMAIN OPEN AND UNAFFECTED DURING THIS SCHEDULE WITH THE FOLLOWING EXCEPTIONS:

- NONE

MAJOR WORK TO BE COMPLETED

SITE PREPARATION
1. INSTALL EROSION CONTROL
2. REMOVE EXISTING ASPHALT PAVEMENT SECTION
3. REMOVE EXISTING AIRCRAFT TIE DOWNS

EARTHWORK & DRAINAGE
1. EXCAVATE TO SUBGRADE
2. PREPARE SUBGRADE FOR BASE MATERIAL

PAVEMENT SECTION
1. INSTALL BASE MATERIAL
2. INSTALL ASPHALT PAVEMENT
3. INSTALL AIRCRAFT TIE DOWNS
4. INSTALL TEMPORARY PAINT
5. INSTALL PERMANENT PAINT (AFTER 30 DAY CURE)

NOTES

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13. RED FLASHING BEACON LIGHT SHALL BE INSTALLED ATOP THE HIGHEST POINT OF BATCH PLANT.
14. CONTRACTOR TO PLACE MILLINGS ALONG THE CONTRACTOR HAUL ROUTE AS NEEDED. PLACEMENT OF MILLINGS ALONG THE HAUL ROUTE WILL BE CONSIDERED INCIDENTAL TO THE PROJECT.

PHASING LEGEND

- LIFE & SAFETY ROUTE
- CONTRACTOR HAUL ROUTE (2 WAY TRAFFIC)
- AIRCRAFT TAXI ROUTE
- RSA — RUNWAY SAFETY AREA
- ROFA — RUNWAY OBJECT FREE AREA
- TSA — TAXIWAY SAFETY AREA
- TOFA — TAXIWAY OBJECT FREE AREA
- RPZ — RUNWAY PROTECTION ZONE
- X — AOA FENCE
- FLASHER BARRICADE
- FLAGMAN / GATE GUARD
- CONTRACTOR GATE ACCESS

GRAPHIC SCALE
0 150 300 450
(IN FEET)

WOOLPERT
ARCHITECTURE | ENGINEERING | GEOSPATIAL
720 South Colorado Blvd, Suite 1200-S
Glendale, CO 80246
303.524.3030

ISSUANCE SCHEDULE

NUMBER	DATE	DESCRIPTION
1	12/12/23	ISSUED FOR CONSTRUCTION

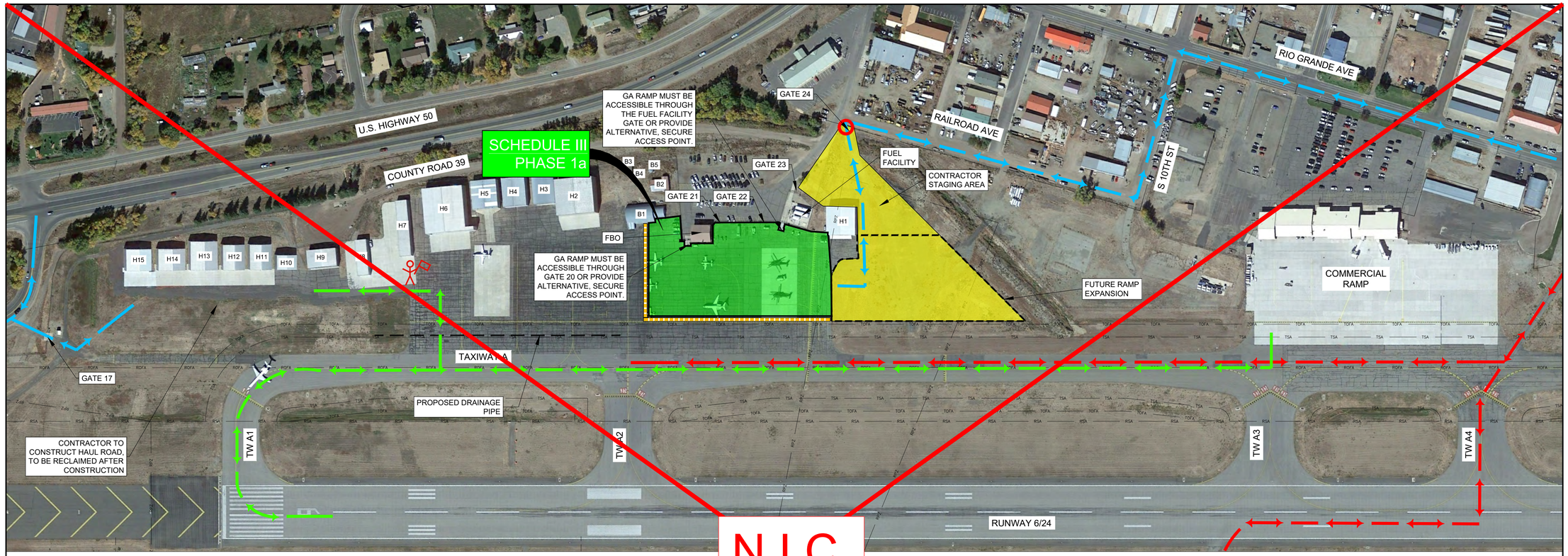
GUNNISON-CRESTED BUTTE REGIONAL AIRPORT
CDAG NO. 23-GUC-01
GENERAL AVIATION RAMP RECONSTRUCTION
GUNNISON, COLORADO

PROJECT NO: 23-GUC-01
DATE ISSUED: 12/12/23
DESIGNED BY: T.A.R.
DRAWN BY: R.L.B.
CHECKED BY: C.L.G.

SHEET NAME:
CONSTRUCTION SAFETY & PHASING PLAN - SCHEDULE II, PHASE 2

SHEET NO:
GS005

Layout Tab Name: GS005
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N.I.C.

CONSTRUCTION PHASING N

SCHEDULE III / PHASE 1a

DURATION

42 CALENDAR DAYS

- SCHEDULE III, PHASE 1a CAN BE CONCURRENT WITH SCHEDULE III, PHASE 1b

CONTRACTOR ACCESS TIMES

24 HOUR ACCESS TO APPROVED WORK AREAS

ALL AIRPORT OPERATIONS AREAS SHALL REMAIN OPEN AND UNAFFECTED DURING THIS SCHEDULE WITH THE FOLLOWING EXCEPTIONS:

- DURING PHASE 1b, TAXIWAY A TO BE CLOSED JUST EAST OF TAXIWAY A2 TO JUST WEST OF TAXIWAY A3
- DURING PHASE 1b, AIRCRAFT ARE REQUIRED TO BACK TAXI FROM TAXIWAY A3 TO RUNWAY 6. TAXIWAY A2 CAN BE USED TO ROUTE TRAFFIC AROUND THE BACK TAXI TRAFFIC

MAJOR WORK TO BE COMPLETED

SITE PREPARATION
1. INSTALL EROSION CONTROL
2. REMOVE EXISTING ASPHALT PAVEMENT SECTION
3. REMOVE EXISTING AIRCRAFT TIE DOWNS

STORM INFRASTRUCTURE
1. INSTALL UNDERDRAIN SYSTEM

EARTHWORK
1. EXCAVATE TO SUBGRADE
2. PREPARE SUBGRADE FOR BASE MATERIAL

PAVEMENT SECTION
1. INSTALL BASE MATERIAL
2. INSTALL ASPHALT PAVEMENT
3. INSTALL AIRCRAFT TIE DOWNS
4. INSTALL TEMPORARY PAINT
5. INSTALL PERMANENT PAINT (AFTER 30 DAY CURE)

SITE RECLAMATION
1. SEEDING
2. REMOVE EROSION CONTROL (AFTER VEGETATION IS ESTABLISHED)

NOTES

1. AIRCRAFT RESCUE AND FIRE FIGHTING (ARFF) RESPONSE ROUTES SHALL REMAIN CLEAR AND UNOBSTRUCTED AT ALL TIMES DURING CONSTRUCTION. CONTRACTOR SHALL YIELD TO EMERGENCY RESPONSE TEAMS IN THE EVENT OF EMERGENCY.
2. BARRICADES AND CLOSURE "X" S SHALL BE PLACED IN ACCORDANCE WITH THESE DRAWINGS AND THE CSPP.
3. WHEN POSSIBLE, THE CONTRACTOR IS TO KEEP CONSTRUCTION TRAFFIC OFF OF THE APRON PAVEMENTS.
4. AIRPORT PERIMETER SECURITY SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE GATE GUARDS ALONG CONSTRUCTION ACCESS AT AIRPORT PERIMETER GATE LOCATIONS WHEN GATES ARE LEFT OPEN. GATES SHALL BE SECURELY CLOSED OR LOCKED AT ALL TIMES IF GATE GUARD IS NOT PRESENT OR GATES ARE NOT IN USE.
5. SHALL THE CONTRACTOR CHOOSE TO LEAVE THE PROJECT'S ACCESS GATE OPEN FOR CONSTRUCTION OPERATIONS, HE SHALL PROVIDE GATE GUARDS AT ANY TIME THE GATE IS LEFT IN THE OPEN POSITION. PRIOR APPROVAL FROM THE AIRPORT IS REQUIRED FOR LEAVING THE GATE OPEN.
6. THE CONTRACTOR SHALL HAVE A REPRESENTATIVE MONITORING THE AIRPORT'S GROUND CONTROL AT 122.7 MHZ AT ALL TIMES.
7. EACH MORNING, THE CONTRACTOR, ALONG WITH AIRPORT OPERATIONS AND THE ENGINEER WILL INSPECT ALL PAVEMENT FOR DEBRIS AND CHECK ALL SAFETY AREAS FOR ACCEPTANCE. THE CONTRACTOR SHALL IMMEDIATELY CORRECT ANY DEFICIENT AREAS IDENTIFIED FOR APPROVAL BY AIRPORT OPERATIONS AND THE ENGINEER.
8. THE CONTRACTOR SHALL HAVE A SWEEPER ON SITE AT ALL TIMES TO CLEAN DEBRIS FROM HAUL ROUTES, CONSTRUCTION ACCESS POINTS, OR AREAS ADJACENT TO CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY CLEAN ANY DEBRIS FROM AIRFIELD PAVEMENTS.
9. THE CONTRACTOR SHALL KEEP ALL CONSTRUCTION TRAFFIC LIMITED TO THE APPROVED HAUL ROUTES AS SHOWN ON THE PLANS OR AS APPROVED BY THE ENGINEER. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED ALONG THE HAUL ROUTES OR CONSTRUCTION ACCESS ROUTES TO THE PROJECT SITE.
10. CONTRACTOR SHALL PARK ALL EQUIPMENT AND VEHICLES IN STAGING AREAS AT NIGHT AND DURING PERIODS WHEN NO CONSTRUCTION ACTIVITIES ARE TAKING PLACE. NO EQUIPMENT SHALL BE LEFT UNATTENDED WITHIN THE TOFA.
11. IF CONTRACTOR ELECTS TO ERECT AN ON-SITE BATCH PLANT, CONTRACTOR SHALL COMPLETE ALL BATCH PLANT PERMIT REQUIREMENTS PRIOR TO INSTALLATION OF BATCH PLANT, INCLUDING BUT NOT LIMITED TO FAA FAR FORM 7460.
12. BATCH PLANT SHALL BE BELOW THE PART 77 SURFACE OF ALL RUNWAYS. LOCATION WILL BE VERIFIED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER FOR FINAL APPROVAL.
13. RED FLASHING BEACON LIGHT SHALL BE INSTALLED ATOP THE HIGHEST POINT OF BATCH PLANT.
14. CONTRACTOR TO PLACE MILLINGS ALONG THE CONTRACTOR HAUL ROUTE AS NEEDED. PLACEMENT OF MILLINGS ALONG THE HAUL ROUTE WILL BE CONSIDERED INCIDENTAL TO THE PROJECT.

PHASING LEGEND

- LIFE & SAFETY ROUTE
- CONTRACTOR HAUL ROUTE (2 WAY TRAFFIC)
- AIRCRAFT TAXI ROUTE
- RSA — RUNWAY SAFETY AREA
- ROFA — RUNWAY OBJECT FREE AREA
- TSA — TAXIWAY SAFETY AREA
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- FLASHER BARRICADE
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GRAPHIC SCALE
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(IN FEET)

WOOLPERT
ARCHITECTURE | ENGINEERING | GEOSPATIAL
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Glendale, CO 80246
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ISSUANCE SCHEDULE

NUMBER	DATE	DESCRIPTION
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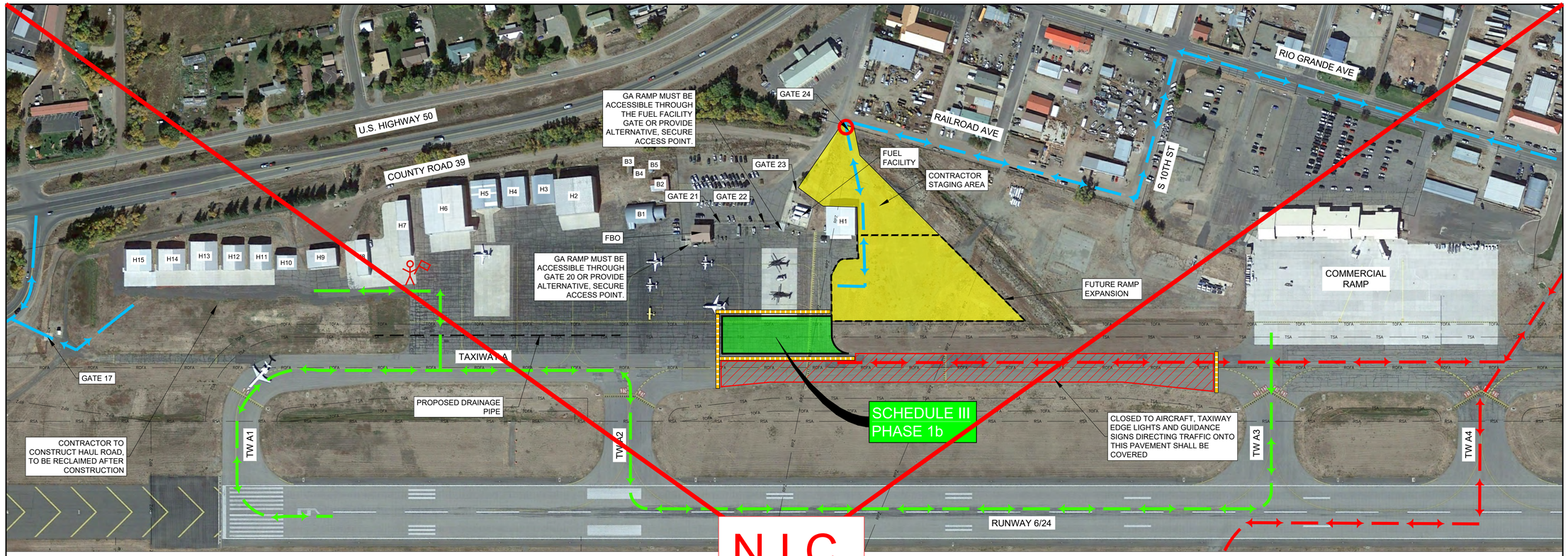
GUNNISON-CRESTED BUTTE REGIONAL AIRPORT
CDAG NO. 23-GUC-01
GENERAL AVIATION RAMP RECONSTRUCTION
GUNNISON, COLORADO

PROJECT NO: 23-GUC-01
DATE ISSUED: 12/12/23
DESIGNED BY: T.A.R.
DRAWN BY: R.L.B.
CHECKED BY: C.L.G.

SHEET NAME:
CONSTRUCTION SAFETY & PHASING PLAN - SCHEDULE III, PHASE 1a

SHEET NO:
GS006

Layout Tab Name: GS006
Last Saved By:Ver, 1/16/2024 1:07:36 PM
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N.I.C.

CONSTRUCTION PHASING N

SCHEDULE III / PHASE 1b

DURATION

7 CALENDAR DAYS

- SCHEDULE III, PHASE 1b CAN BE CONCURRENT WITH SCHEDULE III, PHASE 1a

CONTRACTOR ACCESS TIMES

24 HOUR ACCESS TO APPROVED WORK AREAS

ALL AIRPORT OPERATIONS AREAS SHALL REMAIN OPEN AND UNAFFECTED DURING THIS SCHEDULE WITH THE FOLLOWING EXCEPTIONS:

- DURING PHASE 1b, TAXIWAY A TO BE CLOSED JUST EAST OF TAXIWAY A2 TO JUST WEST OF TAXIWAY A3
- DURING PHASE 1b, AIRCRAFT ARE REQUIRED TO BACK TAXI FROM TAXIWAY A3 TO RUNWAY 6. TAXIWAY A2 CAN BE USED TO ROUTE TRAFFIC AROUND THE BACK TAXI TRAFFIC

MAJOR WORK TO BE COMPLETED

SITE PREPARATION
1. INSTALL EROSION CONTROL
2. REMOVE EXISTING ASPHALT PAVEMENT SECTION
3. REMOVE EXISTING AIRCRAFT TIE DOWNS

STORM INFRASTRUCTURE
1. INSTALL UNDERDRAIN SYSTEM

EARTHWORK
1. EXCAVATE TO SUBGRADE
2. PREPARE SUBGRADE FOR BASE MATERIAL

PAVEMENT SECTION
1. INSTALL BASE MATERIAL
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4. INSTALL TEMPORARY PAINT
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SITE RECLAMATION
1. SEEDING
2. REMOVE EROSION CONTROL (AFTER VEGETATION IS ESTABLISHED)

NOTES

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6. THE CONTRACTOR SHALL HAVE A REPRESENTATIVE MONITORING THE AIRPORT'S GROUND CONTROL AT 122.7 MHZ AT ALL TIMES.
7. PRIOR TO OPENING TAXIWAY A, ALL EXCAVATIONS AND TRENCHES IN THE TAXIWAY SAFETY AREA SHALL BE BACKFILLED AND COMPACTED TO P-152 SPECIFICATIONS OR STEEL PLATED AS APPROVED BY THE ENGINEER. GRADING WITHIN THE SAFETY AREA SHALL CONFORM TO AC 150/5300-13B PARAGRAPH 313d (RSA) AND PARAGRAPH 418b(6) (TSA).
8. EACH MORNING, THE CONTRACTOR, ALONG WITH AIRPORT OPERATIONS AND THE ENGINEER WILL INSPECT ALL PAVEMENT FOR DEBRIS AND CHECK ALL SAFETY AREAS FOR ACCEPTANCE. THE CONTRACTOR SHALL IMMEDIATELY CORRECT ANY DEFICIENT AREAS IDENTIFIED FOR APPROVAL BY AIRPORT OPERATIONS AND THE ENGINEER.
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PHASING LEGEND

- LIFE & SAFETY ROUTE
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- CONTRACTOR GATE ACCESS

GRAPHIC SCALE
0 150 300 450
(IN FEET)

WOOLPERT
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Glendale, CO 80246
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ISSUANCE SCHEDULE

NUMBER	DATE	DESCRIPTION
1	12/12/23	ISSUED FOR CONSTRUCTION

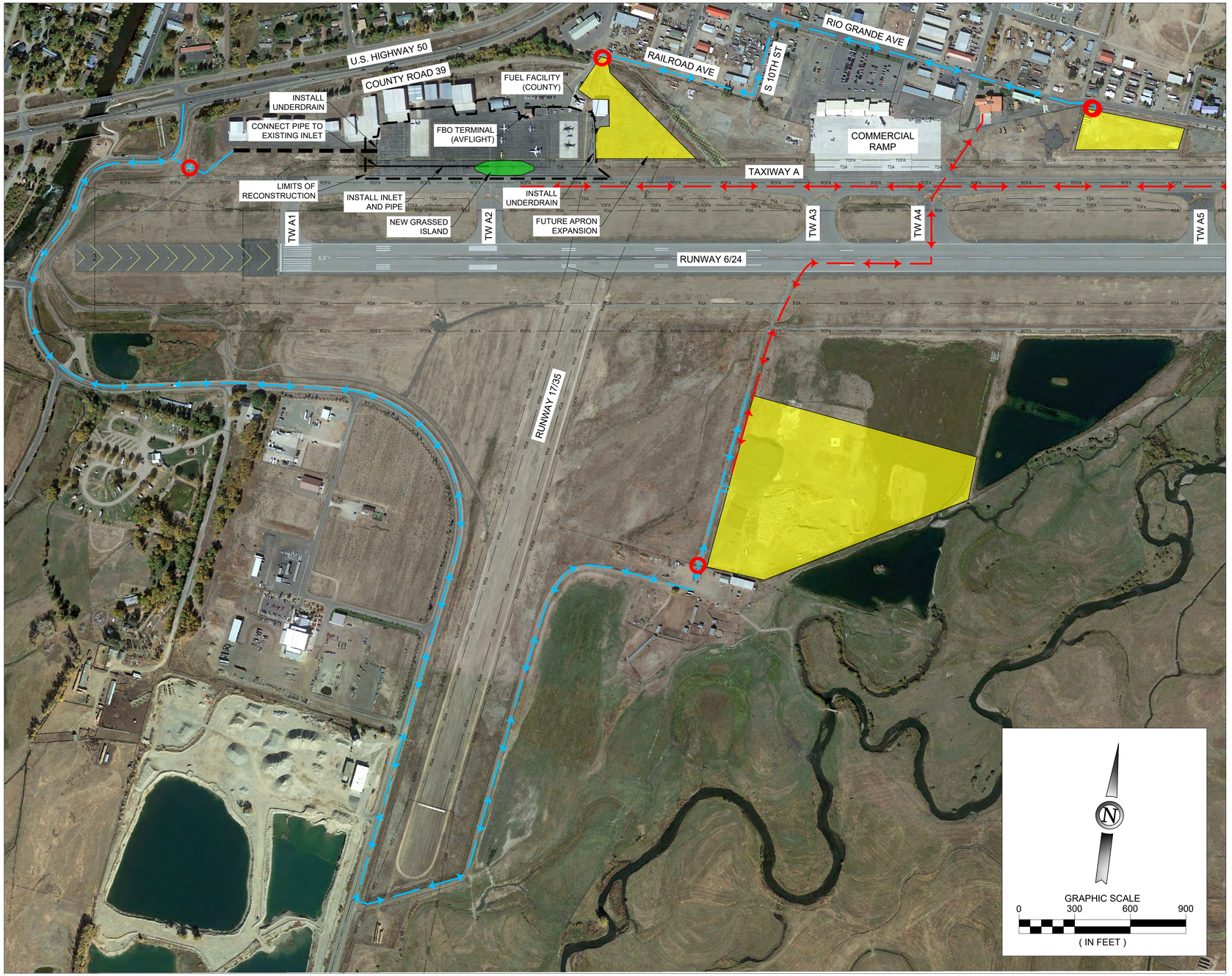
GUNNISON-CRESTED BUTTE REGIONAL AIRPORT
CDAG NO. 23-GUC-01
GENERAL AVIATION RAMP RECONSTRUCTION
GUNNISON, COLORADO

PROJECT NO:	23-GUC-01
DATE ISSUED:	12/12/23
DESIGNED BY:	T.A.R.
DRAWN BY:	R.L.B.
CHECKED BY:	C.L.G.

SHEET NAME:
CONSTRUCTION SAFETY & PHASING PLAN - SCHEDULE III, PHASE 1b

SHEET NO:
GS007

Layout Tab Name: GS007
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ENVIRONMENTAL LEGEND

- PROTECTED WETLANDS AREA
- CONTRACTOR HAUL ROUTE (2 WAY TRAFFIC)
- LIFE & SAFETY ROUTE
- APPROX. WORK LIMITS
- CONTRACTOR STAGING, STORAGE, WASTE, BORROW AREAS
- CONTRACTOR GATE ACCESS

NOTES:

1. SPECIFIC, KNOWN ENVIRONMENTALLY SENSITIVE AREAS ARE SHOWN THE PLAN. OTHER, UNIDENTIFIED ENVIRONMENTALLY SENSITIVE AREAS MAY EXIST OUTSIDE OF PROJECT AREA DEFINED IN THE PLAN.
2. ALL ENVIRONMENTALLY SENSITIVE AREAS IDENTIFIED IN THE PLANS SHALL BE DEMARKED USING CONSTRUCTION FENCING, USING THE APPROPRIATE BUFFER DISTANCE.
3. THE CONTRACTOR SHALL ENSURE CONFORMANCE WITH SPECIFIC ENVIRONMENTAL REQUIREMENTS FROM THE APPROVED ENVIRONMENTAL DOCUMENTATION:
   - 3.1. IF PREVIOUSLY UNREPORTED CULTURAL RESOURCES ARE ENCOUNTERED DURING GROUND DISTURBING ACTIVITIES, ALL WORK MUST IMMEDIATELY CEASE WITHIN 30 METERS (100 FEET) UNTIL A QUALIFIED ARCHAEOLOGIST HAS DOCUMENTED THE DISCOVERY AND EVALUATED ITS ELIGIBILITY IN CONSULTATION WITH THE FAA, THE SHPO, AND TRIBES, AS APPROPRIATE. WORK MUST NOT RESUME IN THIS AREA WITHOUT APPROVAL OF THE LEAD AGENCY.
   - 3.2. IF HUMAN REMAINS ARE ENCOUNTERED DURING GROUND-DISTURBING ACTIVITIES, ALL WORK MUST IMMEDIATELY CEASE WITHIN 30 METERS (100 FEET) OF THE DISCOVERY AND THE AREA MUST BE SECURED.
   - 3.3. THE PROJECT AREA WOULD BE CHECKED BY THE CONTRACTORS FOR ANY ACTIVE NESTS PRIOR TO CONSTRUCTION ACTIVITIES. IF ACTIVE NESTS ARE FOUND, A BUFFER AREA WOULD BE ESTABLISHED AROUND THE NESTS. IF THE ACTIVE NESTS CANNOT BE AVOIDED, CONSTRUCTION WOULD BE DELAYED UNTIL THE NESTS ARE VACATED. THE USFWS AND THE FAA WOULD BE CONTACTED IF THE NESTS ARE IMPACTED OR CANNOT BE AVOIDED.
   - 3.4. SOLID WASTE WOULD BE STORED IN THE CONTRACTOR STAGING AND MILLINGS STOCKPILE AREA AND/OR HAULED OFF-SITE BY THE CONTRACTOR.
   - 3.5. THE CONTRACTOR WOULD FOLLOW ALL FEDERAL, STATE, AND LOCAL REGULATIONS CONCERNING THE USE, STORAGE, AND DISPOSAL OF ANY HAZARDOUS AND/OR SOLID WASTE MATERIALS.
   - 3.6. THE WETLANDS IDENTIFIED ADJACENT TO THE PROJECT SITE SHALL BE PROTECTED. NO GROUND DISTURBANCE WILL BE ALLOWED WITHIN 20 FEET OF A DESIGNATED WETLANDS AREA. CONTRACTOR SHALL ENSURE THAT CONTAMINATED STORMWATER DOES NOT ENTER THE WETLANDS FROM THE CONSTRUCTION SITE OR FROM CONSTRUCTION ACTIVITIES.
   - 3.7. REFER TO THE CONTRACT DOCUMENTS, SPECIAL PROVISIONS, PART C, SECTION 23 FOR ADDITIONAL REQUIREMENTS AROUND PROTECTED WILDLIFE.
4. THE CONTRACTOR IS REQUIRED TO CONFORM TO THE SITE LAYOUT, AS INDICATED IN THE CONSTRUCTION PLANS. THIS INCLUDES: PROJECT WORK LIMITS, HAUL ROUTES, STAGING AREAS, STORAGE AREAS, WASTE AREAS, AND BORROW AREAS.
5. ALL CHANGES TO THE SITE LAYOUT SHALL BE REVIEWED AND APPROVED BY THE RPR PRIOR TO MAKING ANY CHANGES:
   - 5.1. CONTRACTOR TO SUBMIT, IN WRITING TO THE RPR, A REQUEST TO MODIFY THE SITE LAYOUT (PROJECT WORK LIMITS, HAUL ROUTES, STAGING & STORAGE AREAS, BORROW & WASTE AREAS). IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE ENOUGH DOCUMENTATION TO JUSTIFY THE CHANGE.
   - 5.2. THE PROPOSED CHANGE WILL BE REVIEWED BY THE RPR AND THE SPONSOR.
   - 5.3. THE RPR WILL COORDINATE WITH FAA ENVIRONMENTAL TO OBTAIN CLEARANCE. ALLOW AT LEAST 2 WEEKS FOR FAA APPROVAL. NO ADDITIONAL DAYS WILL BE PROVIDED FOR THE REVIEW & APPROVAL PERIOD.
   - 5.4. SHOULD THE FAA DETERMINE THAT ADDITIONAL ENVIRONMENTAL REVIEWS ARE REQUIRED AS A RESULT OF THE PROPOSED CHANGES, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST AND COORDINATION FOR ANY ENVIRONMENTAL REVIEWS.
   - 5.5. A REVISED SITE LAYOUT PLAN WILL BE PRODUCED TO DOCUMENT THE CHANGE. CHANGE ORDER?
6. FOR DETAILED WORK LIMITS:
   - 6.1. REFER TO SHEET SERIES CD101 FOR DEMOLITION LIMITS
   - 6.2. REFER TO SHEET SERIES CS101 FOR GEOMETRY LIMITS
   - 6.3. REFER TO SHEET SERIES CG101 FOR GRADING LIMITS
   - 6.4. REFER TO SHEET SERIES CE101 FOR EROSION CONTROL LIMITS
7. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING, PREPARING, AND OBTAINING ALL LOCAL AND STATE STORMWATER QUALITY PERMITS THAT MAY BE REQUIRED.

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DRAWN BY:	R.L.B.
CHECKED BY:	C.L.G.

SHEET NAME:
ENVIRONMENTAL REQUIREMENTS

SHEET NO:
GE001

Layout Tab Name: GE001
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DEMOLITION LEGEND

FULL DEPTH ASPHALT REMOVAL

(EXISTING ASPHALT THICKNESS IS VARIABLE, PAYMENT MADE BASED ON SQUARE YARDS OF MATERIAL REMOVED,IRRESPECTIVE OF THICKNESS)

PARTIAL DEPTH BUTT JOINT

PAVEMENT MARKING REMOVAL

GENERAL DEMOLITION NOTES

1. CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER OFF-SITE DISPOSAL OF ALL WASTE MATERIALS GENERATED FROM THE PROJECT. ALL COSTS ARE INCIDENTAL TO RESPECTIVE REMOVAL BID ITEM.
2. CONTRACTOR TO REMOVE ALL EXISTING VEGETATION AND LANDSCAPING (TREES, BUSHES, BOULDERS, ROCKBEDS, ETC.) LOCATED WITHIN PROJECT LIMITS, REGARDLESS OF WHERE THE ITEM IS SHOWN OR NOT SHOWN ON THE PLANS. CONTRACTOR SHALL THOROUGHLY INSPECT SITE PRIOR TO BID TO DETERMINE THE EXTENTS OF EXISTING VEGETATION AND LANDSCAPING. REMOVAL SHALL BE IN ACCORDANCE WITH P-151 CLEARING AND GRUBBING.
3. CONTRACTOR TO REMOVE ALL EXISTING SIGNS AND FOUNDATIONS LOCATED WITHIN PROJECT LIMITS. ALL COSTS TO REMOVAL SIGNS AND ALL ANCILLARY FEATURES (WIRING, FOUNDATIONS, CONDUIT, ETC..) SHALL BE INCIDENTAL TO THE RESPECTIVE SIGN REMOVAL BID ITEM.
4. AT THE ENGINEER'S DIRECTION, ANY MATERIAL DESIRED BY THE AIRPORT TO SALVAGED SHALL BE NEATLY STACKED ON PALLETS, SECURED, AND STORED IN A LOCATION DETERMINED BY THE AIRPORT. ALL COSTS TO SALVAGE AND STORE MATERIALS SHALL BE INCIDENTAL TO THE RESPECTIVE DEMOLITION BID ITEM.
5. ALL DEMOLITION ITEMS THAT DO NOT HAVE A SPECIFIC BID ITEM ARE INCIDENTAL TO SECTION P-101.
6. UNCLASSIFIED EXCAVATION SHALL EXTEND 2' BEYOND THE PAVEMENT LIMITS.
7. DEMOLITION OF EXISTING PAVEMENTS SHALL BE PERFORMED WITHIN THE PHASING REQUIREMENTS AS DEPICTED IN THE CONSTRUCTION SAFETY DRAWINGS.
8. CONTRACTOR TO PROTECT ALL EXISTING TIEDOWNS (TO REMAIN). ANY TIEDOWNS DAMAGED BY THE CONTRACTOR SHALL BE REPAIRED TO THE SATISFACTION OF THE ENGINEER AT NO COST TO THE SPONSOR.
9. BASED ON AIRPORT CONSTRUCTION DRAWINGS FOR AIP PROJECT NO. 3-08-0006-43, THE EXISTING RUN UP AREA AND TAXIWAY A PAVEMENT SECTION CONSIST OF 5" OF ASPHALT ON 4" OF CRUSHED AGGREGATE BASE COURSE ON A LAYER OF GEOTEXTILE FABRIC, ON 12" OF CEMENT TREATED SUBGRADE.
10. REFER TO SHEETS E700 TO E710 FOR ELECTRICAL DEMOLITION.
11. REFER TO SHEET C700 FOR PAVEMENT MARKING OBLITERATION.
12. EXISTING SEALANT DAMAGED DURING OBLITERATION OF EXISTING MARKINGS SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE SPONSOR.
13. ALL REMOVAL NORTHINGS AND EASTINGS ARE APPROXIMATE.

TIEDOWNS

1. CONTRACTOR TO PROTECT ALL EXISTING TIEDOWNS THAT ARE TO REMAIN. ANY TIEDOWNS DAMAGED BY THE CONTRACTOR SHALL BE REPAIRED TO THE SATISFACTION OF THE ENGINEER AT NO COST TO THE SPONSOR.
2. CONTRACTOR TO REMOVE ALL TIEDOWN CABLES FROM TIEDOWNS PRIOR TO THE REMOVAL OF THE EXISTING PAVEMENT.
3. CONTRACTOR TO REMOVE, STORE, TIEDOWN CABLES FOR TIEDOWNS THAT REMAIN.
4. CONTRACTOR TO INSTALL NEW TIEDOWN CABLES ON ALL NEW TIEDOWNS.
5. EXISTING TIEDOWNS TO BE REMOVED ARE INCIDENTAL TO ITEM P-101.

ASPHALT REMOVAL

1. CONTRACTOR TO SAW CUT ALONG THEORETICAL TAXIWAY EDGE TO PRODUCE A CLEAN FACE FOR APRON/RAMP PAVING. SEE GEOMETRY SHEET CS101 FOR THEORETICAL EDGES OF TAXIWAYS.
2. ALL PAVEMENT TO BE SAW CUT PRIOR TO FULL DEPTH REMOVAL.
3. PAVEMENT REMOVAL SHALL BE MEASURED AND PAID TO NEAT LINE DIMENSIONING.
4. THE CONTRACTOR SHALL SUBMIT A PROCEDURE FOR REMOVING EXISTING PAVEMENT AT THE CORNERS OF THE PARTIAL REMOVAL AREA TO THE ENGINEER NO LATER THAN SEVEN (7) DAYS PRIOR TO THE START OF ROTOMILLING OPERATIONS.
5. CONTRACTOR TO DISPOSE OF ASPHALT MILLINGS, REMOVED TIEDOWNS, AND UNSUITABLE MATERIAL AT NO ADDITIONAL COST TO THE SPONSOR.
6. BASED ON THE GEOTECHNICAL INVESTIGATION, EXISTING FABRIC IS PRESENT 2.25" BELOW EXISTING ASPHALT SURFACE. CONTRACTOR TO REMOVE UNDERLYING FABRIC, AT NO ADDITIONAL COST TO THE SPONSOR.
7. FULL DEPTH CONCRETE OR ASPHALT PAVEMENT REMOVAL INCLUDES THE REMOVAL OF ANY UNDERLYING ASPHALT AND/OR CONCRETE PAVEMENT, BASE AND SUBBASE LAYERS, GEOTEXTILE FABRIC, AND ANY STABILIZED SUBGRADES.
8. FULL DEPTH PAVEMENT REMOVAL PAID FOR BY THE SQUARE YARD REGARDLESS OF DEPTH. DEPTH VARIES FROM 2.5" TO 12".
9. CONTRACTOR MAY ELECT TO MILL ALTERNATE BUTT JOINT WIDTH TO ACCOMMODATE PAVING EQUIPMENT. ADDITIONAL MILLING AREA AND ASPHALT MATERIAL WILL NOT BE DIRECTLY PAID FOR, BUT WILL BE INCIDENTAL TO THE CONSTRUCTION OF THE BUTT JOINT.
10. CONTRACTOR SHALL SEAL ALL CRACKS IN EXISTING PAVEMENT AFTER MILLING OPERATIONS HAVE CONCLUDED AND PRIOR TO ASPHALT PAVING. SEE DETAIL CS501 FOR ADDITIONAL INFORMATION ON CRACK SEALING REQUIREMENTS.
11. ALL RUNWAY AND TAXIWAY PAINT IS TO BE REMOVED DURING ROTOMILLING (INCIDENTAL TO ROTOMILLING EXCEPT WHERE SHOWN ON THE PLANS). IF AREAS INSIDE ROTOMILLING LIMITS ARE NOT MILLED, CONTRACTOR TO REMOVE PAINT BY WATER BLASTING (INCIDENTAL TO ROTOMILLING). ANY PAINT DAMAGED OUTSIDE OF REMOVAL LIMITS IS TO BE RESTORED TO ITS ORIGINAL CONDITION AT THE EXPENSE OF THE CONTRACTOR.
12. FOR ALL GROOVING AREAS, MILLING SHALL BE OF SUFFICIENT DEPTH TO REMOVE TRANSVERSE GROOVING AT A MINIMUM.
13. THE MINIMUM OVERLAY THICKNESS FOR ASPHALT PAVEMENT CONSTRUCTION ON THE RUNWAY IS 3.5 INCHES. THE CONTRACTOR SHALL MILL THE EXISTING PAVEMENT TO THE LIMITS SHOWN AND TO A DEPTH THAT ENSURES BOTH THE MINIMUM OVERLAY THICKNESS AND PROPOSED GRADES ARE MET WHILE ALSO MEETING THE REQUIREMENTS OF P-401. THIS WORK SHALL BE COMPLETED IN ACCORDANCE WITH ITEM P-140.
14. CONTRACTOR SHALL PROVIDE SURVEY DATA TO THE ENGINEER IN ACCORDANCE WITH SPECIAL PROVISIONS, PART C, ITEM 21 THAT ENSURES THE MINIMUM OVERLAY THICKNESS WILL BE CONSTRUCTED. AREAS THAT ARE DEFICIENT FROM THE MINIMUM OVERLAY THICKNESS SHALL BE PARTIALLY MILLED AT THE DIRECTION OF THE ENGINEER.

PROTECTION OF EXISTING UTILITIES / STRUCTURES / PAVEMENTS

1. ANY PAVEMENT DAMAGED DURING REMOVAL OUTSIDE THE PROPOSED REMOVAL LIMITS SHALL BE SQUARED OFF, BY SAW CUTTING, TO THE SATISFACTION OF THE ENGINEER. ALL COSTS ASSOCIATED WITH THE ADDITIONAL REMOVAL AND RECONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
2. CONTRACTOR SHALL PROTECT ALL AIRFIELD ELECTRICAL AND LIGHT SYSTEMS AND ANY OTHER UTILITY DURING CONSTRUCTION.
3. SEE SHEETS CD101 FOR UTILITY DEMOLITION. CONTRACTOR SHALL PROTECT ALL OTHER EXISTING UTILITIES.
4. DOUBLE SAW CUT ALL CONCRETE TO PROTECT REMAINING PANELS. ANY DAMAGE TO ADJACENT PANELS SHALL BE REMOVED AND REPLACED AT CONTRACTOR'S EXPENSE.
5. CONTRACTOR SHALL PROTECT ALL UNDERGROUND AND OVERHEAD UTILITIES AT ALL TIMES UNLESS OTHERWISE NOTED. CONTRACTOR SHALL FIELD VERIFY ALL UTILITY LOCATIONS AND DEPTHS PRIOR TO CONSTRUCTION.
6. ANY DAMAGE TO EXISTING PAINT SHALL BE REPAIRED BY CONTRACTOR AT NO EXPENSE TO THE SPONSOR. RESTORED PAINT SHALL BE TO THE SATISFACTION OF THE ENGINEER AND SHALL INCLUDE GLASS BEADS AS REQUIRED.

FENCE / GATE REMOVAL

1. GATE REMOVAL SHALL INCLUDE REMOVAL OF GATE OPERATOR, BOLLARDS, CARD READER PEDESTAL, ACCESS CONTROL EQUIPMENT, AND OTHER EQUIPMENT, UNLESS OTHERWISE NOTED.
2. FENCE CAN ONLY BE REMOVED AFTER TEMPORARY SECURITY FENCE IS INSTALLED AND APPROVED BY THE ENGINEER. SEE SHEET X FOR ADDITIONAL INFORMATION ON TEMPORARY FENCE. TEMPORARY FENCING IS INCIDENTAL TO THE WORK ITEMS REQUIRING THE TEMPORARY FENCING.
3. CONTRACTOR TO SALVAGE ALL CHAIN-LINK FENCE POSTS, FENCE FABRIC, CAPS, BRACES AND ALL OTHER ACCESSORIES. CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL CONCRETE FROM FENCE POSTS PRIOR TO STORAGE.
4. CONTRACTOR TO SALVAGE ALL MECHANICAL GATE COMPONENTS.
5. CONTRACTOR TO SALVAGE ALL T-POSTS.
6. SALVAGED MATERIAL SHALL BE NEATLY STACKED ON WOODEN PALLETS AND BANDED TO THE PALLETS.
7. ALL SALVAGED MATERIALS SHALL BE STORED AT THE AIRPORT STOCK PILE/STORAGE AREA AT THE WEST END OF LANDING VIEW LANE.
8. ALL EXISTING FENCE TO BE REMOVED IS 6-FOOT CHAIN-LINK UNLESS OTHERWISE NOTED.

PROJECT SPECIFIC DEMOLITION NOTES

1. THE CONTRACTOR SHALL REMOVE ALL TAXIWAY EDGE LIGHTS IN THE WORK AREA. THE BASE CANS, ISOLATION TRANSFORMERS, AND BASE PLATES SHALL BE LEFT IN PLACE. THE CONTRACTOR SHALL USE TAPE OR OTHER APPROVED MEANS TO PREVENT DIRT FROM ENTERING THE BASE CANS THROUGH THE HOLE IN EACH BASE PLATE. WHEN LIGHTS ARE REMOVED, THE CONTRACTOR SHALL INSTALL A SHORTING PLUG ON THE SECONDARY OF EACH L-830 ISOLATION TRANSFORMER.
2. AT THE END OF EACH WORK SHIFT THE CONTRACTOR SHALL PLACE A TEMPORARY RETRO-REFLECTIVE MARKER AT THE LOCATION OF EACH TAXIWAY EDGE LIGHT WHICH HAS BEEN REMOVED. SEE SHEET X FOR TEMPORARY RETRO-REFLECTIVE MARKER DETAIL. COSTS FOR LIGHT REMOVAL AND TEMPORARY RETRO-REFLECTIVE MARKERS ARE INCIDENTAL TO TAXIWAY EDGE LIGHT ADJUSTMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE EXISTING EDGE LIGHTS, BASE CANS, ISOLATION TRANSFORMERS AND BASE PLATES AND SHALL REPLACE DAMAGED ITEMS AT NO ADDITIONAL COST.
3. ALL COMPONENTS OF THE AIRFIELD LIGHTING SYSTEM OUTSIDE OF THE PROJECT AREA AND CLOSED PORTIONS OF THE AIRFIELD SHALL BE OPERATIONAL AT THE END OF EACH WORK SHIFT AND FOR EVERY PERIOD OF LOW VISIBILITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TEMPORARY JUMPER AND OTHER EQUIPMENT NECESSARY TO MAINTAIN AN OPERATIONAL SYSTEM DURING CONSTRUCTION. TEMPORARY JUMPERS SHALL BE CONSIDERED INCIDENTAL TO THE VARIOUS BID ITEMS. ALL TEMPORARY JUMPERS SHALL BE INSTALLED IN CONDUIT.
4. PRIOR TO BEGINNING ELECTRICAL DEMOLITION, THE CONTRACTOR SHALL PROVIDE A PLAN TO THE ENGINEER DETAILING THE INSTALLATION OF ALL REQUIRED TEMPORARY JUMPERS. THE PLAN SHALL SHOW THE LOCATIONS AND INSTALLATION TECHNIQUES OF ALL JUMPERS AND SHALL DEMONSTRATE TO THE ENGINEER THE CONTRACTOR'S PLAN TO MAINTAIN THE INTEGRITY OF THE AIRFIELD CIRCUITS FOR THE DURATION OF CONSTRUCTION.
5. THE CONTRACTOR SHALL REMOVE ALL WIRES AND CABLES FROM CONDUITS WHICH ARE TO BE ABANDONED. NO ADDITIONAL PAYMENT WILL BE MADE FOR REMOVAL OF WIRES AND CABLES.

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ISSUANCE SCHEDULE

NUMBER	DATE	DESCRIPTION
1	12/12/23	ISSUED FOR CONSTRUCTION

GUNNISON-CRESTED BUTTE REGIONAL AIRPORT
CDAG NO. 23-GUC-01
GENERAL AVIATION RAMP RECONSTRUCTION
GUNNISON, COLORADO

PROJECT NO:	23-GUC-01
DATE ISSUED:	12/12/23
DESIGNED BY:	T.A.R.
DRAWN BY:	R.L.B.
CHECKED BY:	C.L.G.

SHEET NAME:
DEMOLITION PLAN - NOTES & LEGEND

SHEET NO:
CD001

Layout Tab Name: CD001
Last Saved By:Ver, 1/16/2024 1:53:01 PM
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N.I.C.

N.I.C.

U.S. HIGHWAY 50

COUNTY ROAD 39

TAXIWAY A

RUNWAY 6/24

RUNWAY 17/35

KEY MAP

FBO TERMINAL (AVFLIGHT)

FUEL FACILITY (COUNTY)

H1 H2 H3 H4 H5 H6 H7 H8 H9

B1 B2 B3 B4 B5

SCHEDULE I

SCHEDULE II

SCHEDULE III

TW A1

TW A2

FULL DEPTH ASPHALT REMOVAL STA: 22+49.78, OS: 832.49' L RUNWAY 6/24

ASPHALT REMOVAL STA: 22+54.30, OS: 783.06' L RUNWAY 6/24

FULL DEPTH ASPHALT REMOVAL STA: 21+38.03, OS: 811.36' L RUNWAY 6/24

OBLITERATE PAINT STA: 20+21.54, OS: 849.32' L RUNWAY 6/24

OBLITERATE PAINT STA: 19+39.52, OS: 814.50' L RUNWAY 6/24

FULL DEPTH ASPHALT REMOVAL STA: 19+11.30, OS: 790.43' L RUNWAY 6/24

FULL DEPTH ASPHALT REMOVAL STA: 19+11.93, OS: 783.61' L RUNWAY 6/24

FULL DEPTH ASPHALT REMOVAL STA: 18+88.15, OS: 781.36' L RUNWAY 6/24

FULL DEPTH ASPHALT REMOVAL STA: 18+92.48, OS: 732.05' L RUNWAY 6/24

OBLITERATE PAINT STA: 17+72.12, OS: 739.67' L RUNWAY 6/24

FULL DEPTH ASPHALT REMOVAL STA: 17+81.33, OS: 721.74' L RUNWAY 6/24

FULL DEPTH ASPHALT REMOVAL STA: 17+81.28, OS: 719.59' L RUNWAY 6/24

FULL DEPTH ASPHALT REMOVAL STA: 17+33.80, OS: 714.95' L RUNWAY 6/24

FULL DEPTH ASPHALT REMOVAL STA: 17+23.57, OS: 633.97' L RUNWAY 6/24

FULL DEPTH ASPHALT REMOVAL STA: 17+41.33, OS: 634.86' L RUNWAY 6/24

FULL DEPTH ASPHALT REMOVAL STA: 17+22.79, OS: 544.00' L RUNWAY 6/24

FULL DEPTH ASPHALT REMOVAL STA: 17+21.63, OS: 477.06' L RUNWAY 6/24

FULL DEPTH ASPHALT REMOVAL STA: 16+82.98, OS: 438.76' L RUNWAY 6/24

OBLITERATE PAINT STA: 18+32.36, OS: 776.26' L RUNWAY 6/24

REMOVE 280 LF OF UNDERDRAIN

PROTECT EXISTING CLEANOUT

FULL DEPTH ASPHALT REMOVAL STA: 21+47.89, OS: 782.80' L RUNWAY 6/24

FULL DEPTH ASPHALT REMOVAL STA: 20+01.59, OS: 743.75' L RUNWAY 6/24

FULL DEPTH ASPHALT REMOVAL STA: 19+01.64, OS: 743.63' L RUNWAY 6/24

FULL DEPTH ASPHALT REMOVAL STA: 19+01.58, OS: 543.91' L RUNWAY 6/24

FULL DEPTH ASPHALT REMOVAL STA: 20+01.40, OS: 543.85' L RUNWAY 6/24

OBLITERATE PAINT STA: 17+92.68, OS: 400.03' L RUNWAY 6/24

OBLITERATE PAINT STA: 19+42.68, OS: 400.03' L RUNWAY 6/24

OBLITERATE PAINT STA: 19+49.41, OS: 400.03' L RUNWAY 6/24

OBLITERATE PAINT STA: 20+95.49, OS: 400.03' L RUNWAY 6/24

OBLITERATE PAINT STA: 21+04.48, OS: 400.03' L RUNWAY 6/24

OBLITERATE PAINT STA: 22+50.78, OS: 400.03' L RUNWAY 6/24

FULL DEPTH ASPHALT REMOVAL STA: 21+48.87, OS: 773.06' L RUNWAY 6/24

FULL DEPTH ASPHALT REMOVAL STA: 23+34.19, OS: 786.61' L RUNWAY 6/24

FULL DEPTH ASPHALT REMOVAL STA: 23+51.81, OS: 800.87' L RUNWAY 6/24

REMOVE UNDERGROUND FIRE HYDRANT VALVES (2) AND CONCRETE STRUCTURES

FULL DEPTH ASPHALT REMOVAL STA: 23+52.52, OS: 788.06' L RUNWAY 6/24

OBLITERATE PAINT STA: 23+32.58, OS: 328.53' L RUNWAY 6/24

REMOVE 267LF FIRE HYDRANT WATER LINE, CAP WATER LINE

CAP WATER LINE STA: 22+82.35, OS: 946.33' L RUNWAY 6/24

FULL DEPTH ASPHALT REMOVAL STA: 23+29.46, OS: 839.99' L RUNWAY 6/24

REMOVE AIRCRAFT TIEDOWN ANCHOR, COMPLETE (TYP)

PROTECT EXISTING CONCRETE. CONTRACTOR SHALL SAWCUT ALL ADJACENT PAVEMENTS TO PROTECT CONCRETE TO REMAIN

FULL DEPTH ASPHALT REMOVAL STA: 24+77.65, OS: 756.85' L RUNWAY 6/24

FULL DEPTH ASPHALT REMOVAL STA: 24+77.80, OS: 752.78' L RUNWAY 6/24

FULL DEPTH ASPHALT REMOVAL STA: 24+89.76, OS: 752.81' L RUNWAY 6/24

FULL DEPTH ASPHALT REMOVAL STA: 25+95.00, OS: 544.00' L RUNWAY 6/24

FULL DEPTH ASPHALT REMOVAL STA: 25+95.00, OS: 439.18' L RUNWAY 6/24

OBLITERATE PAINT STA: 25+68.41, OS: 400.03' L RUNWAY 6/24

FULL DEPTH ASPHALT REMOVAL STA: 24+08.03, OS: 776.09' L RUNWAY 6/24

FULL DEPTH ASPHALT REMOVAL STA: 24+08.95, OS: 806.17' L RUNWAY 6/24

FULL DEPTH ASPHALT REMOVAL STA: 24+77.92, OS: 823.67' L RUNWAY 6/24

FULL DEPTH ASPHALT REMOVAL STA: 24+82.40, OS: 756.81' L RUNWAY 6/24

FULL DEPTH ASPHALT REMOVAL STA: 25+69.21, OS: 798.16' L RUNWAY 6/24

FULL DEPTH ASPHALT REMOVAL STA: 25+75.73, OS: 805.43' L RUNWAY 6/24

FULL DEPTH ASPHALT REMOVAL STA: 27+66.54, OS: 781.25' L RUNWAY 6/24

FULL DEPTH ASPHALT REMOVAL STA: 27+52.32, OS: 785.33' L RUNWAY 6/24

FULL DEPTH ASPHALT REMOVAL STA: 25+69.21, OS: 747.34' L RUNWAY 6/24

FULL DEPTH ASPHALT REMOVAL STA: 25+07.64, OS: 747.34' L RUNWAY 6/24

FULL DEPTH ASPHALT REMOVAL STA: 25+07.62, OS: 739.93' L RUNWAY 6/24

FULL DEPTH ASPHALT REMOVAL STA: 24+89.80, OS: 739.93' L RUNWAY 6/24

FULL DEPTH ASPHALT REMOVAL STA: 27+04.97, OS: 534.95' L RUNWAY 6/24

OBLITERATE PAINT STA: 27+15.12, OS: 400.03' L RUNWAY 6/24

OBLITERATE PAINT STA: 27+88.70, OS: 400.03' L RUNWAY 6/24

FULL DEPTH ASPHALT REMOVAL STA: 27+54.60, OS: 805.88' L RUNWAY 6/24

FULL DEPTH ASPHALT REMOVAL STA: 27+57.53, OS: 804.30' L RUNWAY 6/24

FULL DEPTH ASPHALT REMOVAL STA: 27+70.51, OS: 800.86' L RUNWAY 6/24

FULL DEPTH ASPHALT REMOVAL STA: 27+67.39, OS: 789.90' L RUNWAY 6/24

FULL DEPTH ASPHALT REMOVAL STA: 27+68.39, OS: 787.50' L RUNWAY 6/24

FULL DEPTH ASPHALT REMOVAL STA: 28+91.76, OS: 777.04' L RUNWAY 6/24

FULL DEPTH ASPHALT REMOVAL STA: 28+91.69, OS: 754.61' L RUNWAY 6/24

FULL DEPTH ASPHALT REMOVAL STA: 29+00.13, OS: 657.43' L RUNWAY 6/24

FULL DEPTH ASPHALT REMOVAL STA: 28+04.86, OS: 734.90' L RUNWAY 6/24

FULL DEPTH ASPHALT REMOVAL STA: 27+04.97, OS: 734.94' L RUNWAY 6/24

FULL DEPTH ASPHALT REMOVAL STA: 29+01.40, OS: 490.95' L RUNWAY 6/24

FULL DEPTH ASPHALT REMOVAL STA: 29+03.84, OS: 439.35' L RUNWAY 6/24

FULL DEPTH ASPHALT REMOVAL STA: 28+04.73, OS: 534.86' L RUNWAY 6/24

PROTECT EXISTING MANHOLE

OBLITERATE PAINT STA: 29+38.70, OS: 400.00' L RUNWAY 6/24

OBLITERATE PAINT STA: 28+28.84, OS: 362.50' L RUNWAY 6/24

DEMOLITION LEGEND

FULL DEPTH ASPHALT REMOVAL

(EXISTING ASPHALT THICKNESS IS VARIABLE. PAYMENT MADE BASED ON SQUARE YARDS OF MATERIAL REMOVED,IRRESPECTIVE OF THICKNESS)

PARTIAL DEPTH BUTT JOINT

PAVEMENT MARKING REMOVAL

GRAPHIC SCALE

0 60 120 180

(IN FEET)

15+00.00 15+50.00 16+00.00 16+50.00 17+00.00 17+50.00 18+00.00 18+50.00 19+00.00 19+50.00 20+00.00 20+50.00 21+00.00 21+50.00 22+00.00 22+50.00 23+00.00 23+50.00 24+00.00 24+50.00 25+00.00 25+50.00 26+00.00 26+50.00 27+00.00 27+50.00 28+00.00 28+50.00 29+00.00 29+50.00 30+00.00 30+50.00 31+00.00 31+50

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ISSUANCE SCHEDULE

NUMBER	DATE	DESCRIPTION
1	12/12/23	95% ISSUED FOR REVIEW

GUNNISON-CRESTED BUTTE REGIONAL AIRPORT
CDAG NO. 23-GUC-01
GENERAL AVIATION RAMP RECONSTRUCTION
GUNNISON, COLORADO

PROJECT NO:	23-GUC-01
DATE ISSUED:	12/12/23
DESIGNED BY:	T.A.R.
DRAWN BY:	R.L.B.
CHECKED BY:	C.L.G.

SHEET NAME:
DEMOLITION PLAN

SHEET NO:
CD101

Layout Tab Name: CD101
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GEOMETRY LEGEND

- PROPOSED FULL DEPTH ASPHALT PAVEMENT (AIRCRAFT RATED)
- PROPOSED FULL DEPTH ASPHALT PAVEMENT (NON AIRCRAFT RATED)
- PROPOSED FULL DEPTH ASPHALT PAVEMENT (SHOULDER)
- PROPOSED 2' BUTT JOINT
- RETROREFLECTIVE MARKER (STAKE MOUNTED/IN SOIL)
- RETROREFLECTIVE MARKER (IN PAVEMENT)

GEOMETRY NOTES

1. CONTRACTOR TO USE SURVEY CONTROL POINTS AS SHOWN ON SHEET V-001 SURVEY CONTROL LAYOUT. THE CONTRACTOR SHALL BE RESPONSIBLE TO SET ANY ADDITIONAL CONTROL THEY DEEM NECESSARY TO CONSTRUCT THE PROJECT TO THE SPECIFIED TOLERANCES.
2. ALL LINE AND CURVE CALLOUTS ARE AT EDGE OF ASPHALT UNLESS OTHERWISE NOTED.
3. THE GEOMETRY SHOWN ON THESE SHEETS REPRESENT THEORETICAL PAVEMENT EDGES FOR RUNWAY AND TAXIWAYS BASED ON ADVISORY CIRCULAR FOR AIRPORT DESIGN. UNLESS OTHERWISE DIRECTED BY THE ENGINEER, THE CONTRACTOR SHALL MILL AND OVERLAY TO THE EXISTING ASPHALT PAVEMENT EDGES.
4. SEE SHEETS GS001 THRU GS006 FOR CONSTRUCTION PHASING.
5. SEE SHEET CU101 FOR GEOMETRIC CONTROL OF DRAINAGE STRUCTURES.
6. SEE SHEET CG301 FOR TYPICAL PAVEMENT SECTIONS.
7. SEE SHEET CS201 FOR CONCRETE JOINT LAYOUT.
8. SEE SHEETS CP101 FOR PAVEMENT MARKING INFORMATION.
9. ANY PAVEMENT DAMAGE DURING CONSTRUCTION OUTSIDE THE PROPOSED PROJECT REMOVAL LIMITS SHALL BE REPAIRED TO THE SATISFACTION OF THE ENGINEER. ALL COSTS ASSOCIATED WITH RECONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
10. CONTRACTOR SHALL LOCATE AND PROTECT ALL EXISTING UTILITIES.

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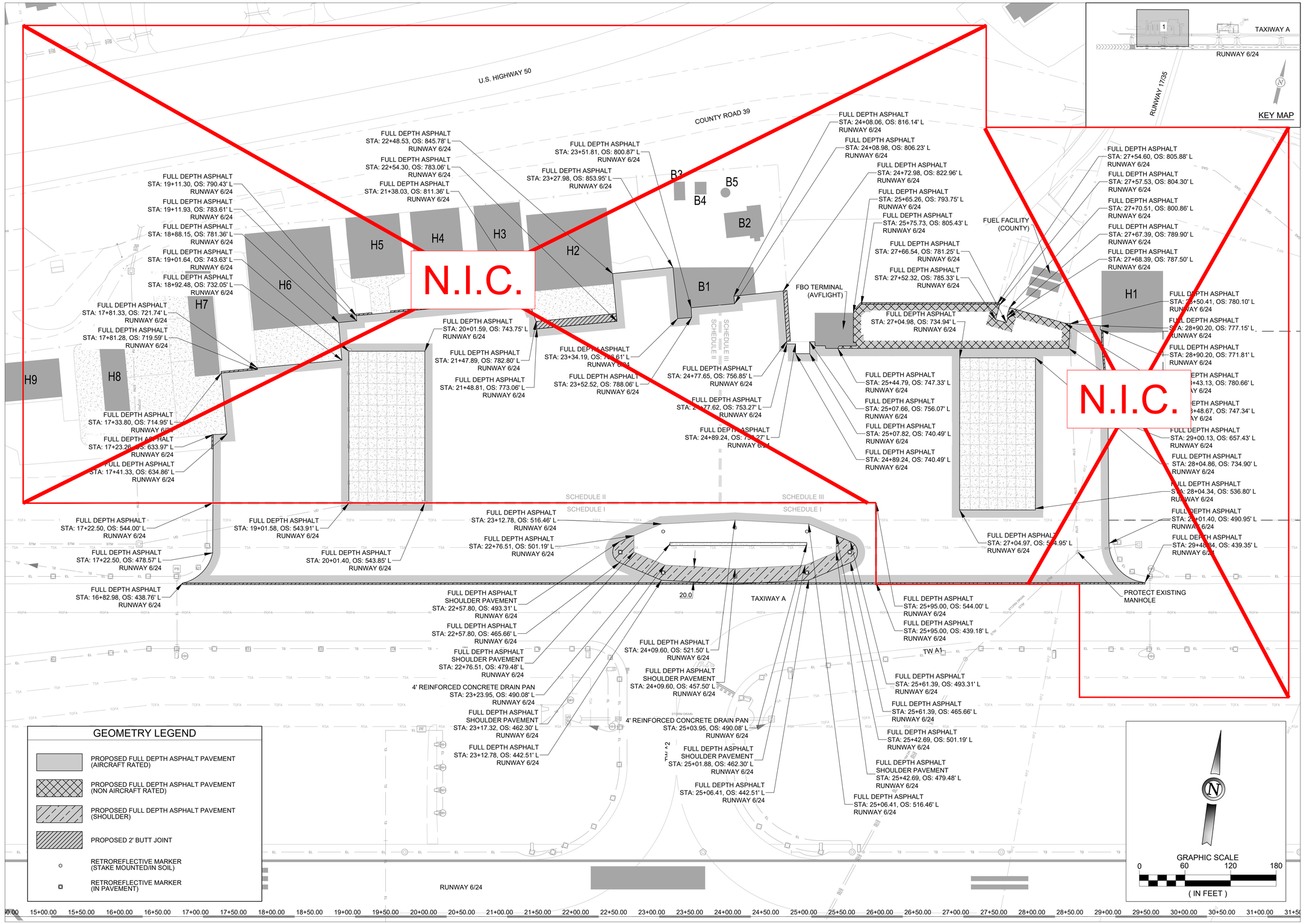
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CHECKED BY:	C.L.G.

SHEET NAME:
GEOMETRY PLAN - NOTES & LEGEND

SHEET NO:
CS001

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Last Saved By:Ver. 1/16/2024 1:30:03 PM
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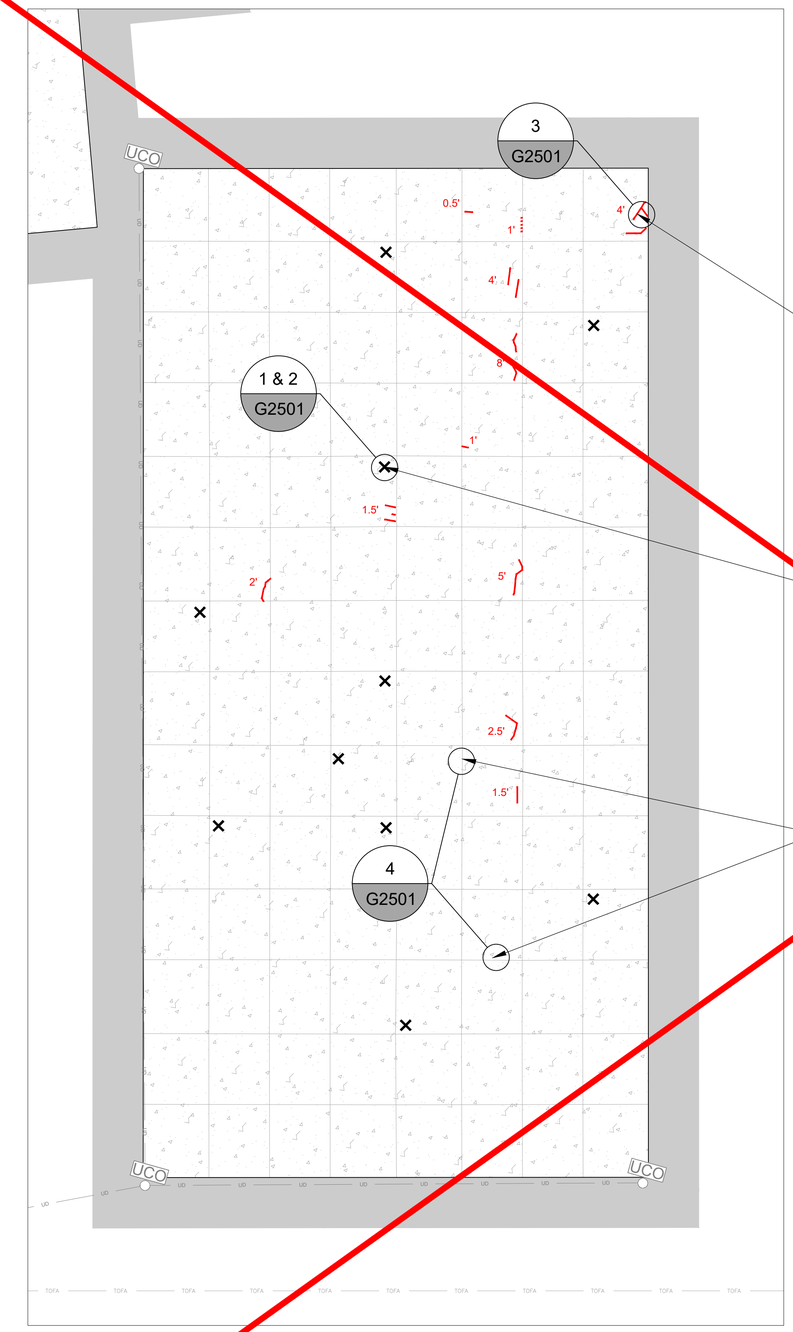
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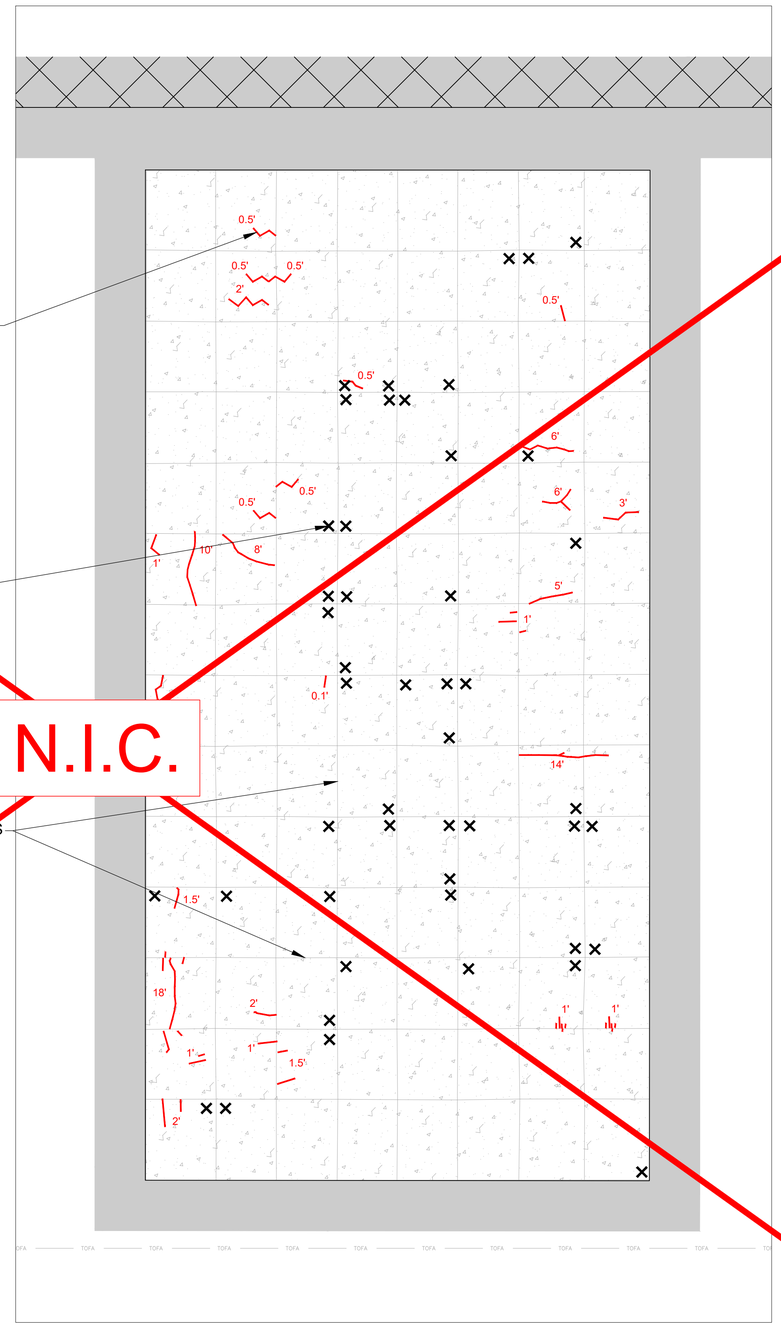
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SHEET NO:
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1 WEST CONCRETE HARD STAND
Scale: 20:1



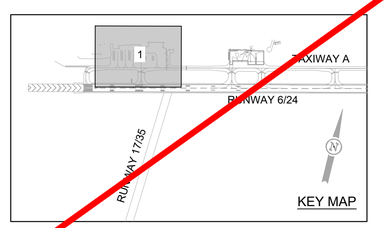
2 EAST CONCRETE HARD STAND
Scale: 20:1

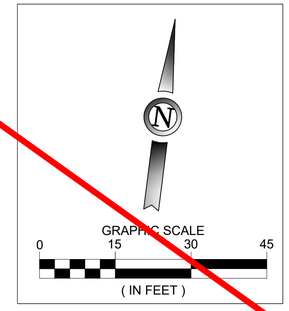
CRACK REPAIR AND SEAL (TYP)

SPALL REPAIR (TYP)

REPAIR AND SEAL ALL JOINTS (TYP)

N.I.C.





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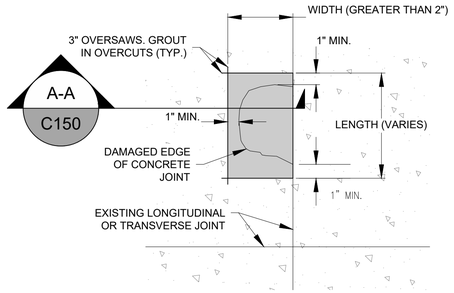
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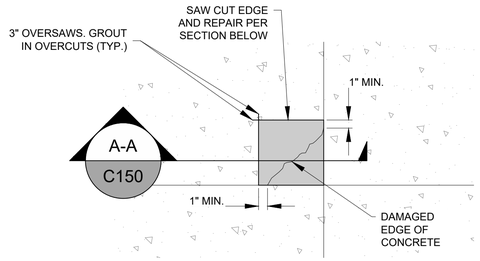
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CONCRETE HARD STANDS

SHEET NO:
CS201

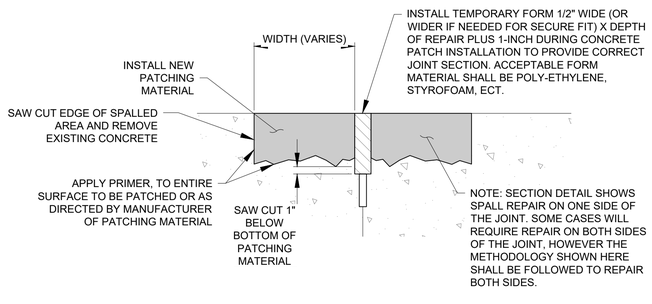
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EDGE REPAIR PLAN VIEW



CORNER REPAIR PLAN VIEW

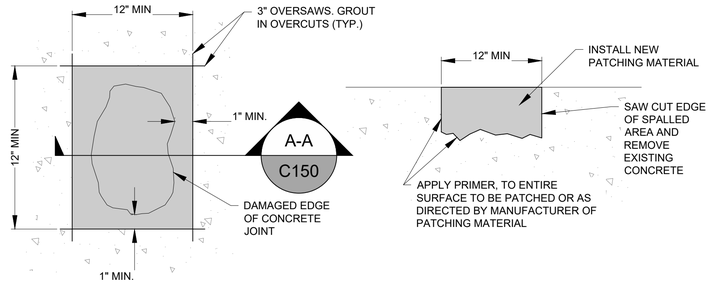


EDGE & CORNER REPAIR SECTION A-A

EDGE & CORNER REPAIR NOTES

1. ALL ITEMS IDENTIFIED IN THE DETAIL ARE INCIDENTAL TO P-101, SPALL REPAIR UNLESS NOTED OTHERWISE.
2. SAW CUT MINIMUM 1" CLEAR OF EXISTING SPALLS, 3" MINIMUM DEPTH. REMOVE SPALLED CONCRETE AND EXISTING SEALANT WITHIN PATCH BOUNDARY.
3. ALL PATCHES SHALL BE RECTANGULAR IN SHAPE.
4. MAXIMUM ALLOWABLE PNEUMATIC HAMMER SIZE IS 30 POUNDS. MINIMUM PAVEMENT REMOVAL AS INDICATED.
5. CLEAN AND DRY AREA TO BE PATCHED BY SANDBLASTING AND AIR BLASTING. JOINTS AND EXPOSED CONCRETE SURFACE SHALL BE DUST-FREE PRIOR TO INSTALLATION OF SEALER.
6. INSTALL NON ABSORBENT BOARD WITHIN THE LIMITS OF THE JOINT SEAL ALONG THE LENGTH OF THE ADJACENT CONCRETE PANEL. PROVIDE SECURE SEAL BETWEEN BOARD AND EXISTING CONCRETE TO ENSURE NEW PATCHING MATERIAL DOES NOT PENETRATE INTO JOINT.
7. PATCH SHALL BE TROWELED TOWARD THE PATCH PERIMETER, NOT AWAY FROM PATCHED PERIMETER.
8. AFTER PROPER CURE PERIOD, REMOVE THE NON ABSORBENT BOARD AND SAW CUT AND SEAL JOINT PER DETAILS AS APPLICABLE FOR THE EXISTING JOINT TYPE.

1 CONCRETE EDGE & CORNER SPALL REPAIR DETAIL
NOT TO SCALE



POP OUT REPAIR PLAN VIEW

POP OUT REPAIR SECTION A-A

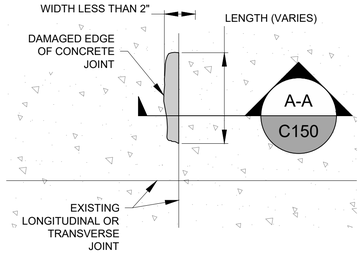
POP OUT REPAIR NOTES

1. ALL ITEMS IDENTIFIED IN THE DETAIL ARE INCIDENTAL TO P-101, SPALL REPAIR UNLESS NOTED OTHERWISE.
2. SAW CUT MINIMUM 1" CLEAR OF EXISTING SPALLS, 3" MINIMUM DEPTH. REMOVE SPALLED CONCRETE AND EXISTING SEALANT WITHIN PATCH BOUNDARY.
3. ALL PATCHES SHALL BE RECTANGULAR IN SHAPE.
4. MAXIMUM ALLOWABLE PNEUMATIC HAMMER SIZE IS 30 POUNDS. MINIMUM PAVEMENT REMOVAL AS INDICATED.
5. CLEAN AND DRY AREA TO BE PATCHED BY SANDBLASTING AND AIR BLASTING. JOINTS AND EXPOSED CONCRETE SURFACE SHALL BE DUST-FREE PRIOR TO INSTALLATION OF SEALER.
6. PATCH SHALL BE TROWELED TOWARD THE PATCH PERIMETER, NOT AWAY FROM PATCHED PERIMETER.
7. AFTER PROPER CURE PERIOD, REMOVE THE NON ABSORBENT BOARD AND SAW CUT AND SEAL JOINT.

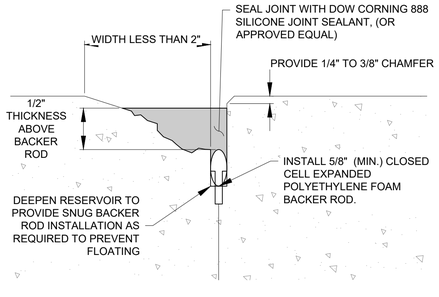
2 CONCRETE POP OUT SPALL REPAIR DETAIL
NOT TO SCALE

ALL ITEMS IDENTIFIED IN THE DETAIL ARE INCIDENTAL TO P-101 CONCRETE JOINT SEAL REMOVAL, REPAIR, AND REPLACEMENT UNLESS NOTED OTHERWISE.

4 JOINT REPAIR SILICON SEALANT DETAIL
NOT TO SCALE



JOINT WIDENING PLAN VIEW

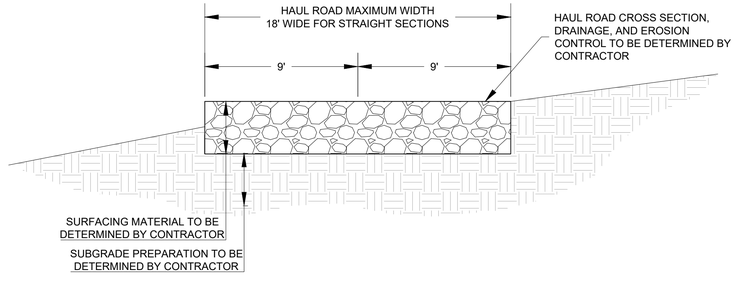


JOINT WIDENING SECTION A-A

JOINT WIDENING NOTES

1. ALL ITEMS IDENTIFIED IN THE DETAIL ARE INCIDENTAL TO P-101 CONCRETE JOINT SEAL REMOVAL, REPAIR, AND REPLACEMENT UNLESS NOTED OTHERWISE.
2. SECTION DETAIL SHOWS SPALL REPAIR ON ONE SIDE OF THE JOINT. SOME CASES WILL REQUIRE REPAIR ON BOTH SIDES OF THE JOINT, HOWEVER THE METHODOLOGY SHOWN HERE SHALL BE FOLLOWED TO REPAIR BOTH SIDES.
3. REMOVE SPALLED CONCRETE AND EXISTING SEALANT WITHIN LENGTH OF SPALL. SAW CUT JOINT TO DEEPEN RESERVOIR IN ORDER TO PROVIDE SNUG BACKER ROD FIT TO PREVENT FLOATING.
4. CLEAN AND DRY AREA TO BE SEALED BY SANDBLASTING AND AIR BLASTING. JOINTS AND EXPOSED SPALLED SURFACE SHALL BE DUST-FREE PRIOR TO INSTALLATION OF SEALER..
5. INSTALL BACKER ROD AS SHOWN IN DETAILS AS APPLICABLE FOR THE EXISTING JOINT TYPE AND SEAL JOINT WITH DOW CORNING 888 SILICONE JOINT SEALANT, (OR APPROVED EQUAL).
6. SEALANT SHALL BE TOOLED SMOOTH AND UNIFORM DEPTH..

3 CONCRETE JOINT WIDENING DETAIL
NOT TO SCALE



NOTES

1. CONTRACTOR IS RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF ALL HAUL ROADS.
2. HAUL ROADS CANNOT EXCEED THE MAXIMUM WIDTH WITHOUT APPROVAL FROM THE RPR, SPONSOR, AND FAA.
3. AT THE END OF THE PROJECT, THE CONTRACTOR IS RESPONSIBLE FOR REMOVING THE HAUL ROAD AND RECLAIMING THE SITE TO THE PREVIOUS CONDITION.
4. NO ADDITIONAL PAYMENT SHALL BE MADE FOR INSTALLATION OR RECLAMATION OF HAUL ROAD.

5 TYPICAL HAUL ROAD DETAIL
NOT TO SCALE

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ISSUANCE SCHEDULE

NUMBER	DATE	DESCRIPTION
1	12/12/23	ISSUED FOR CONSTRUCTION

GUNNISON-CRESTED BUTTE REGIONAL AIRPORT
CDAG NO. 23-GUC-01
GENERAL AVIATION RAMP RECONSTRUCTION
GUNNISON, COLORADO

PROJECT NO:	23-GUC-01
DATE ISSUED:	12/12/23
DESIGNED BY:	T.A.R.
DRAWN BY:	R.L.B.
CHECKED BY:	C.L.G.

SHEET NAME:
CONCRETE REPAIR DETAILS

SHEET NO:
G2501

Layout Tab Name: CS501
Last Saved By:Ver, 1/16/2024 1:54:25 PM
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GRADING LEGEND

- PROPOSED FULL DEPTH ASPHALT PAVEMENT (AIRCRAFT RATED)
- PROPOSED FULL DEPTH ASPHALT PAVEMENT (NON AIRCRAFT RATED)
- PROPOSED FULL DEPTH ASPHALT PAVEMENT (SHOULDER)
- PROPOSED 2' BUTT JOINT
- 1220 — EXISTING MAJOR CONTOUR
- 1221 — EXISTING MINOR CONTOUR
- 1220 — PROPOSED MAJOR CONTOUR
- 1221 — PROPOSED MINOR CONTOUR
- APPROX. GRADING LIMITS
- STORM PIPE
- C — STORM INLET

GRADING NOTES

1. LIMITS OF GRADING ARE APPROXIMATE AND DO NOT CONSTITUTE LIMITS OF DISTURBANCE. THE CONTRACTOR SHALL BE RESPONSIBLE TO RESTORE ALL AREAS DISTURBED BY CONSTRUCTION OPERATIONS AT NO ADDITIONAL COST TO THE SPONSOR.
2. CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY HIS OPERATIONS OUTSIDE OF THE GRADING LIMITS, INCLUDING ENGINEERED IDENTIFIED STAGING AREAS, STOCKPILES AREAS, AND HAUL ROUTES. ALL RESTORATION SHALL BE AT CONTRACTOR'S EXPENSE AND INCLUDES, BUT IS NOT LIMITED TO, MINOR GRADING, TEMPORARY AND PERMANENT EROSION CONTROL MEASURES.
3. CONTRACTOR SHALL USE CAUTION AND PROTECT ALL EXISTING UNDERGROUND UTILITIES.
4. CONTRACTOR TO PROTECT ALL EXISTING INLETS, MANHOLES, STORM STRUCTURES, PERIMETER ROADS NEAR CONSTRUCTION LIMITS.
5. IN THE EVENT OF ANY CONFLICT WITHIN THESE PLANS, THE INFORMATION IN THE PROFILES SHALL GOVERN OVER THE SPOT ELEVATIONS AND CROSS SECTIONS.
6. PROPOSED SPOT ELEVATIONS SHOWN AT CURB AND GUTTER REFER TO THE FLOWLINE ELEVATIONS.
7. PROPOSED CONTOURS REFLECT FINAL DESIGN ELEVATIONS. IN NON-PAVEMENT AREAS, FINAL ELEVATIONS SHALL INCLUDE DEPTH OF FINAL TOPSOIL LAYER.
8. ALL INLETS, MANHOLES, PULL BOXES, AND LIKE, SHALL BE PROTECTED FROM INFILTRATION OF SILT AND WATER WITHIN OR ADJACENT TO CONTRACTOR'S GRADING OPERATIONS. REFER TO SHEET CE101FOR EROSION CONTROL DETAILS.
9. THE TOP 4-INCHES OF TOPSOIL WITHIN ALL GRADING LIMITS SHALL BE STRIPPED AND STOCKPILED FOR PLACEMENT AFTER FINAL GRADING OPERATIONS. PAYMENT FOR TOPSOIL SHALL BE PAID PER ITEM P-152 (T-905). NO PAYMENT FOR STOCKPILING AND REHANDLING OF TOPSOIL MATERIAL SHALL BE PAID BUT SHALL BE INCIDENTAL TO ITEM P-152 (T-905).
10. PRIOR TO THE START OF GRADING OPERATIONS, ALL LIMITS OF GRADING SHALL BE CLEARED AND GRUBBED PER SECTION P-151.
11. PRIOR TO PLACING COVERING APPROVED SUBGRADE, CONTRACTOR SHALL APPLY SOIL STERILANT TO ALL SUBGRADE IN ACCORDANCE WITH SPECIFICATION P-222.
12. ALL EXCESS EXCAVATION SHALL BE HAULED AND PLACED AT THE DESIGNATED STOCKPILE AREA.
13. ALL EXCESS EXCAVATION SHALL BE HAULED OFFSITE TO AN UNDISCLOSED LOCATION DETERMINED BY THE CONTRACTOR.
14. SEE SHEETS CG301 FOR TYPICAL SECTIONS.
15. SEE SHEETS CU101 TO CU102 FOR STORM DRAIN PLAN AND PROFILE INFORMATION.
16. SEE SHEETS CG201 FOR SPOT ELEVATION SHEETS.
17. THE PROJECT WAS DESIGNED TO PROVIDE CONTINUAL CLEARANCE OF THE PART 77 SURFACE FOR A MAXIMUM CONSTRUCTION EQUIPMENT HEIGHT OF 20 FEET. IF THE CONTRACTOR PLANS ON USING EQUIPMENT GREATER THAN 20 FEET IN HEIGHT, THE PHASE I GRADING WILL BE MODIFIED BY THE ENGINEER PRIOR TO COMMENCING CONSTRUCTION OPERATIONS IN PHASE I.

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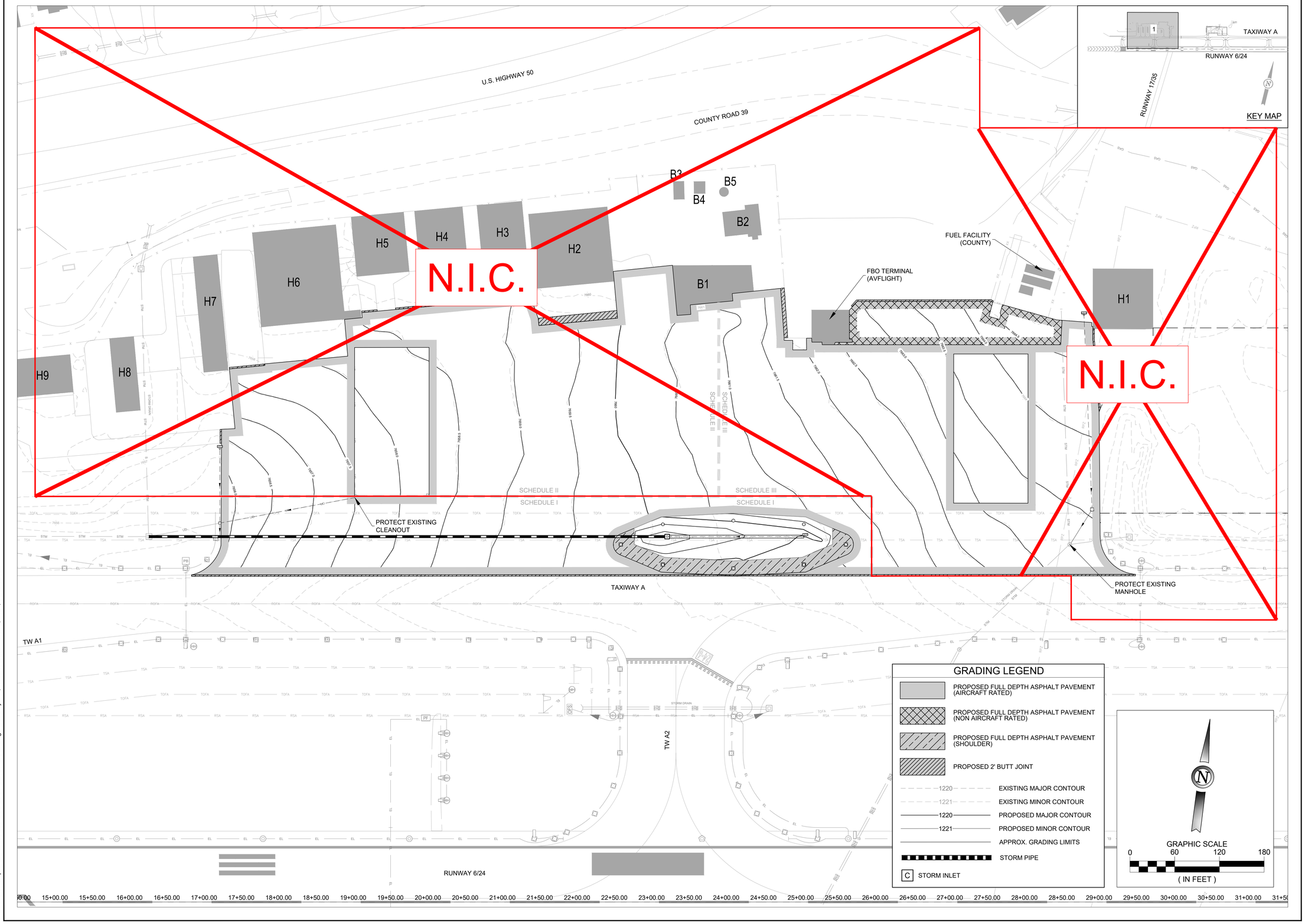
GUNNISON-CRESTED BUTTE REGIONAL AIRPORT
CDAG NO. 23-GUC-01
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GUNNISON, COLORADO

PROJECT NO:	23-GUC-01
DATE ISSUED:	12/12/23
DESIGNED BY:	T.A.R.
DRAWN BY:	R.L.B.
CHECKED BY:	C.L.G.

SHEET NAME:
GRADING PLAN - NOTES & LEGEND

SHEET NO:
CG001

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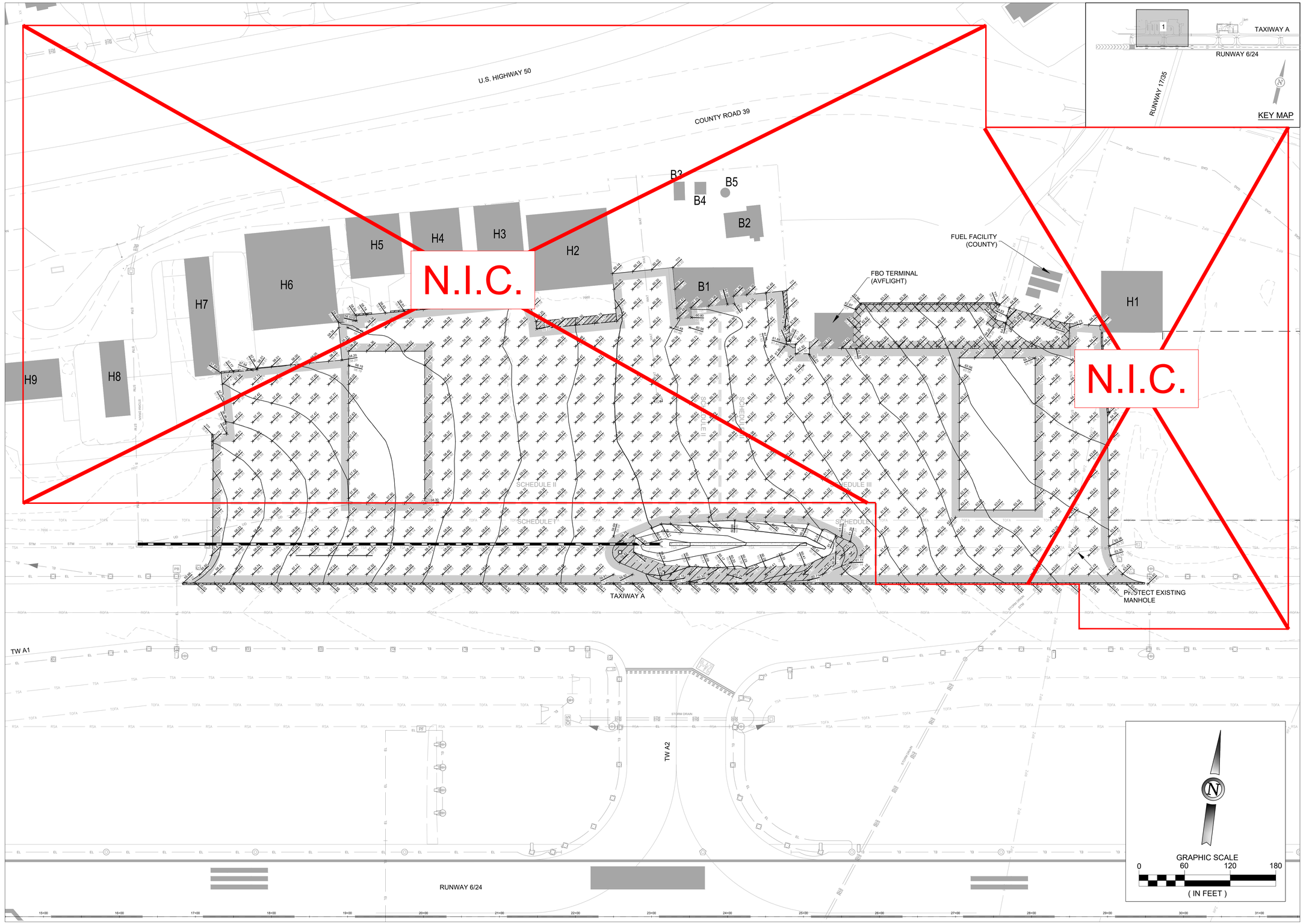
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DESIGNED BY:	T.A.R.
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CHECKED BY:	C.L.G.

SHEET NAME:
GRADING PLAN

SHEET NO:
CG101

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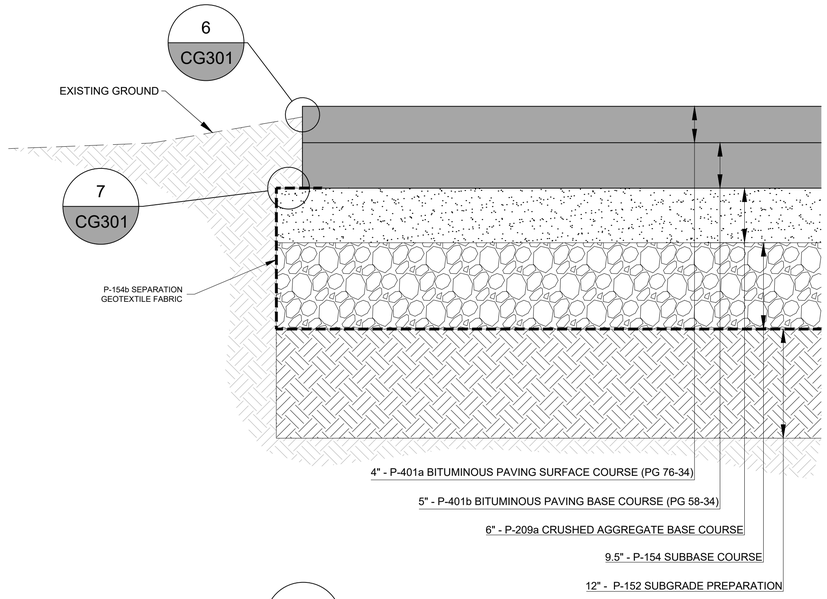
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PROJECT NO:	23-GUC-01
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DESIGNED BY:	T.A.R.
DRAWN BY:	R.L.B.
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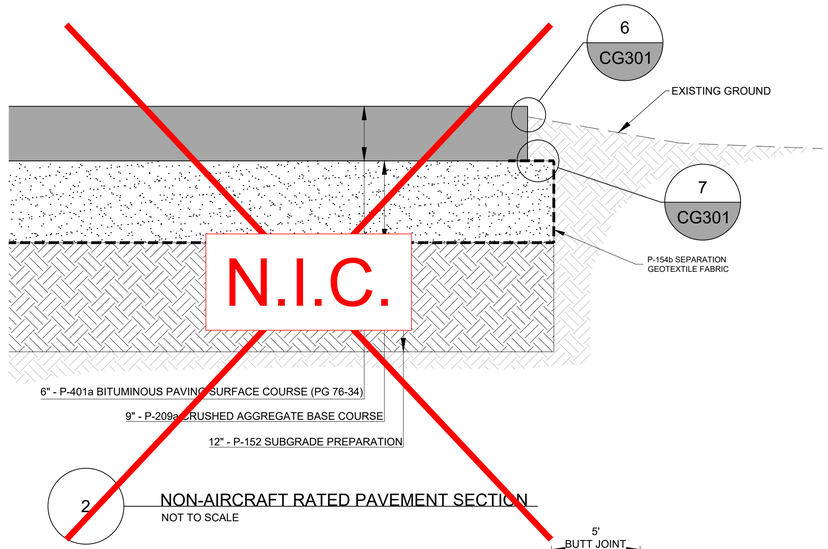
SHEET NAME:
SPOT ELEVATION PLAN

SHEET NO:
CG201

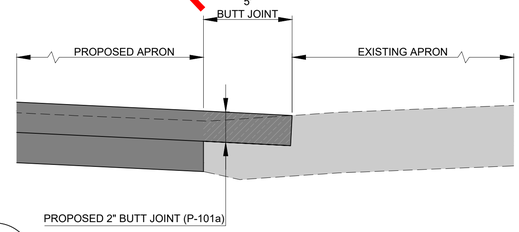
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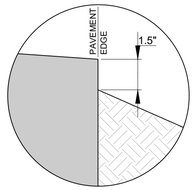
1 AIRCRAFT RATED PAVEMENT SECTION
NOT TO SCALE



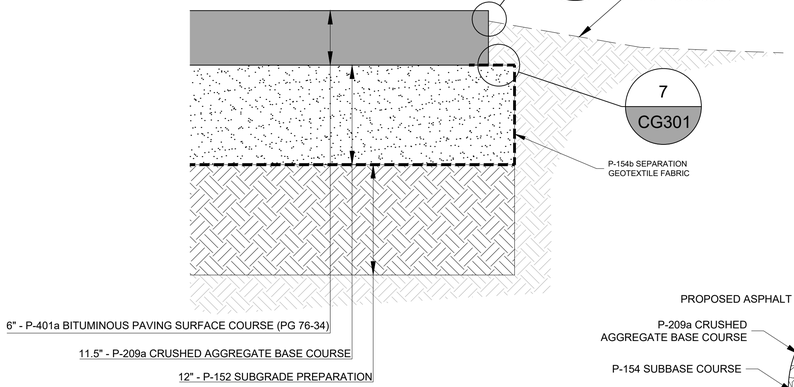
2 NON-AIRCRAFT RATED PAVEMENT SECTION
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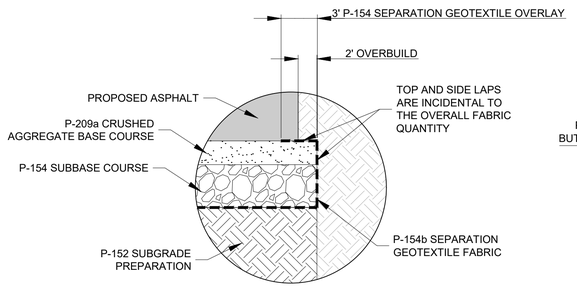
5 TRANSITIONAL BUTT JOINT - BETWEEN SCHEDULES
NOT TO SCALE



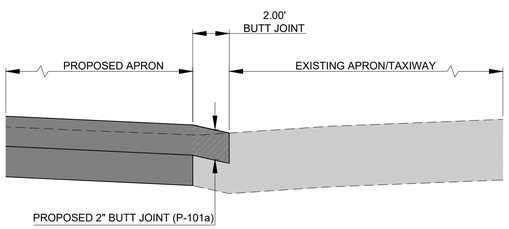
6 PAVEMENT EDGE DETAIL
NOT TO SCALE



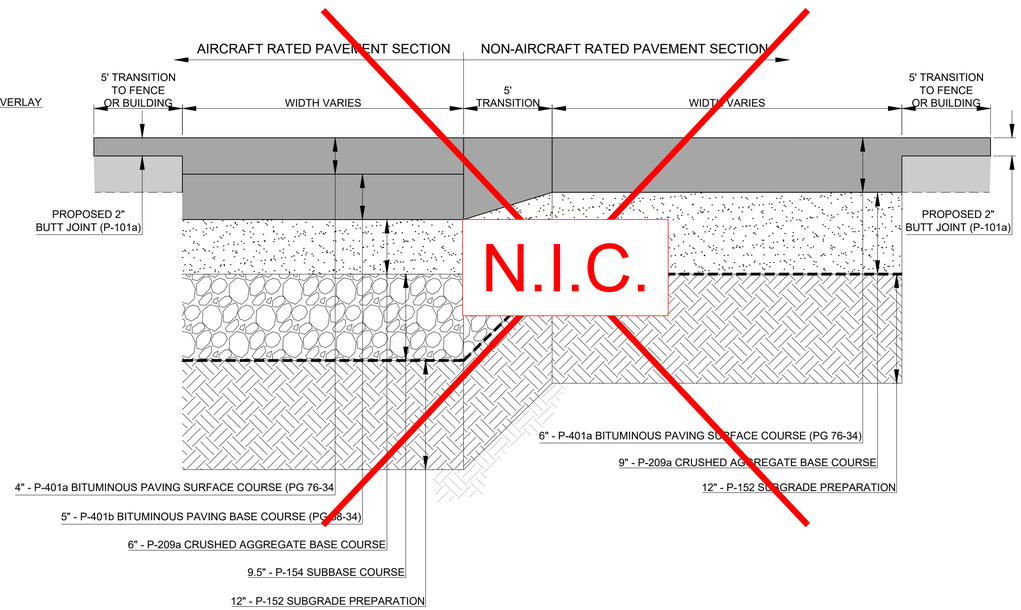
3 TAXIWAY A SHOULDER PAVEMENT SECTION
NOT TO SCALE



7 PAVEMENT OVERBUILD DETAIL
NOT TO SCALE



4 TRANSITIONAL BUTT JOINT
NOT TO SCALE



8 TRANSITIONAL PAVEMENT SECTION
NOT TO SCALE

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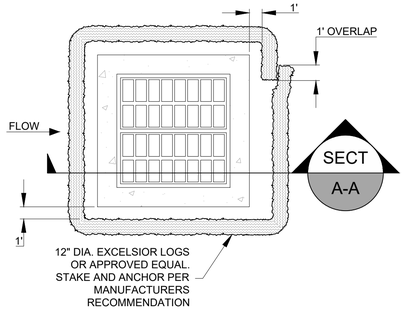
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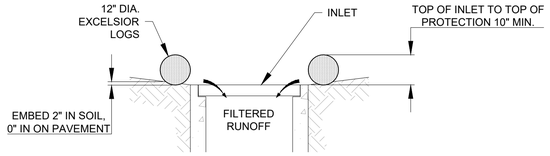
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TYPICAL SECTIONS

SHEET NO:
CG301

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INLET PROTECTION PLAN VIEW



INLET PROTECTION SECTION A-A

INLET PROTECTION INSTALLATION NOTES

1. INLET PROTECTION SHALL BE INSTALLED WITHIN 48 HOUR AFTER INLET CONSTRUCTION OR PAVING IS COMPLETED.
2. THE SWMP MANAGER SHALL INSPECT INLET PROTECTION WEEKLY, DURING AND AFTER ANY STORM EVENT AND MAKE REPAIRS OR CLEAN OUT AS NECESSARY. INSPECT MORE FREQUENTLY DURING WINTER CONDITIONS DUE TO FREEZE/THAW PROBLEMS. REPAIR AS NECESSARY.
3. SEDIMENT ACCUMULATED UPSTREAM OF INLET PROTECTION SHALL BE REMOVED AT THE END OF EACH DAY DURING CONSTRUCTION OR WHEN THE SEDIMENT DEPTH UPSTREAM OF INLET PROTECTION IS WITHIN 2-1/2 INCHES OF THE CREST.
4. INLET PROTECTION IS TO REMAIN IN PLACE UNTIL THE UPSTREAM DISTURBED AREA IS STABILIZED AND GRASS COVER IS APPROVED, UNLESS THE LOCAL JURISDICTION APPROVES EARLIER REMOVAL OF INLET PROTECTION IN STREETS.
5. WHEN INLET PROTECTION AT AREA INLETS REMOVED, THE DISTURBED AREA SHALL BE COVERED WITH TOP SOIL, DRILL SEEDED AND CRIMP MULCHED, OR IS OTHERWISE STABILIZED IN A MANNER APPROVED BY THE LOCAL JURISDICTION.

1 INLET PROTECTION DETAIL (IP)

NOT TO SCALE

EROSION CONTROL LEGEND

7660.0	EXISTING INDEX CONTOUR
7660.5	EXISTING INTERMEDIATE CONTOUR
7660.0	PROPOSED INDEX CONTOUR
7660.5	PROPOSED INTERMEDIATE CONTOUR
SA HM	SEEDING WITH HYDROMULCH
IP	INLET PROTECTION

EROSION CONTROL NOTES

1. SEE SHEET CE101 FOR INLET PROTECTION DETAILS.
2. SEE SHEETS CE151 FOR EROSION CONTROL DETAILS.
3. SEE SHEET CU101 THRU CU102 FOR STORM DRAIN PROFILES.
4. INLET AND CULVERT PROTECTION IS TO BE INSTALLED IMMEDIATELY AFTER STORM SEWER IS CONSTRUCTED OR GRADING OPERATIONS ARE COMPLETED AT THE INLET/CULVERT. CONTRACTOR SHALL ENSURE NO SEDIMENT OR DEBRIS IS ALLOWED IN NEW STORM SEWER SYSTEM. ALL OTHER EROSION CONTROL MEASURES ARE TO BE INSTALLED IMMEDIATELY AFTER GRADING IS COMPLETED.
5. LIMITS OF GRADING ARE APPROXIMATE AND DO NOT CONSTITUTE LIMITS OF DISTURBANCE. CONTRACTOR SHALL BE RESPONSIBLE TO RESTORE ALL ADDITIONAL AREAS DISTURBED BY CONSTRUCTION OPERATIONS AT NO COST TO SPONSOR. THIS INCLUDES, BUT IS NOT LIMITED TO, MINOR GRADING, TOPSOILING, TEMPORARY AND PERMANENT EROSION CONTROL MEASURES.
6. SEEDING AND MULCHING WILL BE PROVIDED ON ALL DISTURBED SLOPES UP TO 4:1. SLOPES GREATER THAN 4:1 WILL BE SEEDED AND STABILIZED WITH EROSION CONTROL BLANKETS AS PART OF THIS PROJECT.
7. ANY ADDITIONAL ITEMS REQUIRED FOR INSTALLATION OR MAINTENANCE OF TEMPORARY OR PERMANENT EROSION CONTROL MEASURES SHALL NOT BE PAID SEPARATELY BUT SHALL BE INCIDENTAL TO VARIOUS ITEMS.
8. ALL AREAS THAT ARE DISTURBED BY CONTRACTOR OPERATIONS SHALL BE SEEDED PER T-901 SEEDING AND EROSION CONTROL. ALL EROSION CONTROL (INCLUDING EXCELSIOR LOGS, EROSION PROTECTION BLANKETS, SILT FENCE AND INLET PROTECTION) COSTS ARE INCIDENTAL TO CONSTRUCTION AND WILL NOT BE PAID SEPARATELY.
9. TEMPORARY AND PERMANENT EROSION CONTROL PRACTICES SHALL BE MAINTAINED AND REPAIRED BY THE CONTRACTOR DURING THE CONSTRUCTION PHASES AS NEEDED TO ENSURE CONTINUED PERFORMANCE OF THEIR INTENDED FUNCTION.
10. ALL DISTURBED SURFACE AREAS ARE TO BE STABILIZED IN ACCORDANCE WITH THE APPROVED SWMP/EROSION CONTROL PLAN OR APPROVED AMENDMENTS AND SHALL BE REVIEWED ONSITE BY THE SWMP ADMINISTRATOR.
11. SILT FENCE, CULVERT PROTECTION AND INLET PROTECTION (FOR EXISTING INLETS) ARE TO BE INSTALLED PRIOR TO CLEARING AND GRUBBING OPERATIONS BEGIN.
12. TENSAR HYDRO CX2 OR APPROVED EQUAL WILL BE APPLIED TO SLOPES 4:1 OR STEEPER WITH APPLICATION RATES AS SPECIFIED IN T-901 AND P-166 SPECIFICATIONS.
13. IF CONTRACTOR DEVIATES FROM CONSTRUCTION DRAWINGS (FOR HAUL ROUTES, GRADING LIMITS, ETC.) CONTRACTOR MUST INSTALL APPROVED BMP'S TO ACCOMMODATE CHANGE TO THE APPROVAL OF THE RESIDENT ENGINEER. CONTRACTOR MUST REVISE SWMP PLAN FOR THESE CHANGES.
14. LOCATION AND SIZE OF SEDIMENT TRAPS ARE BASED ON CONTRACTOR'S DISTURBED AREAS. CONTRACTOR SHALL SIZE THE SEDIMENT TRAPS PER URBAN DRAINAGE VOLUME 3 OR FIELD MANUAL ON SEDIMENT AND EROSION CONTROL BEST MANAGEMENT PRACTICE FOR CONTRACTORS AND INSPECTORS BY JERALD S. FIFIELD TO THE APPROVAL OF THE RESIDENT ENGINEER. CONTRACTOR MUST REVISE SWMP PLAN FOR THESE CHANGES.
15. ALL CONSTRUCTION TRAFFIC MUST ENTER AND EXIT THE PROJECT SITE AT APPROVED DESIGNATED AREAS. ACCESS INTO OR OUT OF NON-PAVED AREAS WILL ONLY BE ALLOWED WHERE A VEHICLE TRACKING CONTROL (VTC) HAS BEEN PROPERLY INSTALLED.
16. ANY SEDIMENT TRACKED ONTO PAVED SECTIONS, REGARDLESS OF LOCATION OR QUANTITY, SHALL BE IMMEDIATELY CLEANED.
17. ALL LIMITS OF SEEDING AND HYDRAULIC MULCHING ARE APPROXIMATE.
18. ALL DISTURBED GROUND SHALL BE SURFACE ROUGHENED WITHIN 48 HOURS AFTER COMPLETION OF FINISHED GRADE.
19. ALL DISTURBED GROUND SHALL BE SEEDED AND HYDRAULIC MULCHED WITHIN 14 DAYS AFTER COMPLETION OF FINISHED GRADE.
20. TEMPORARY EROSION CONTROL BMPS MUST REMAIN IN PLACE UNTIL FINAL STABILIZATION HAS BEEN ACHIEVED.
21. CONTRACTOR WILL BE REQUIRED TO RE-GRADE ALL ERODED AREAS AND VERIFY ALL SEEDING HAS SUBSTANTIAL GROWTH THE FOLLOWING SPRING. AREAS NOT SHOWING SUSTAINED GROWTH SHALL BE RE-SEEDED AT CONTRACTORS EXPENSE.
22. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED AND DISPOSED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED, OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED, WHICHEVER OCCURS EARLIEST, OR AS AUTHORIZED BY THE LOCAL GOVERNING JURISDICTION. TRAPPED SEDIMENT AND DISTURBED SOIL AREAS RESULTING FROM THE DISPOSAL OF TEMPORARY MEASURES MUST BE RETURNED TO FINAL PLAN GRADES AND PERMANENTLY STABILIZED TO PREVENT FURTHER SOIL EROSION.
23. LOCATION OF CONCRETE WASHOUT AREA, IF NEEDED, TO BE COORDINATED WITH THE ENGINEER AND SHOWN ON THE SWMP PLANS.

STORMWATER MANAGEMENT PLAN ADMINISTRATION

1. THE CONTRACTOR IS RESPONSIBLE FOR DESIGNING, IMPLEMENTING, AND MAINTAINING A STORMWATER MANAGEMENT PLAN FOR THE PROJECT. THE CONTRACTOR IS ALSO RESPONSIBLE FOR ACQUIRING ALL NECESSARY STATE, COUNT, OR LOCAL PERMITTING ASSOCIATED WITH STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES.
2. THE CONTRACTOR IS REQUIRED TO HAVE A SWMP ADMINISTRATOR THAT IS RESPONSIBLE FOR DEVELOPING, IMPLEMENTING, MAINTAINING, AND REVISING THE SWMP AND SERVES AS A CENTRAL POINT OF CONTACT FOR ALL SWMP RELATED ISSUES.
3. SWMP ADMINISTRATOR SHALL AMEND THE SWMP:
   a. WHEN THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE SITE, WHICH WOULD REQUIRE THE IMPLEMENTATION OF NEW OR REVISED EROSION AND SEDIMENT CONTROL BMPS; OR
   b. IF THE SWMP PROVES TO BE INEFFECTIVE IN ACHIEVING THE GENERAL OBJECTIVES OF CONTROLLING POLLUTANTS IN STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY; OR
   c. WHEN EROSION AND SEDIMENT CONTROL BMPS ARE NO LONGER NECESSARY AND ARE REMOVED.
4. SWMP CHANGES SHALL BE MADE PRIOR TO CHANGES IN THE SITE CONDITIONS, EXCEPT THOSE ADDRESSING BMP INSTALLATION AND/OR IMPLEMENTATION THAT ARE MADE RESPONSIVE TO CHANGING CONDITIONS. WHEN CURRENT BMPS ARE DETERMINED INEFFECTIVE, CHANGES TO THE SWMP SHALL BE MADE AS SOON AS PRACTICABLE, BUT IN NO CASE MORE THAN 72 HOURS AFTER THE CHANGES IN BMP INSTALLATION AND/OR IMPLEMENTATION OCCUR AT THE SITE.
5. THE SWMP ADMINISTRATOR MUST KEEP THE SWMP CURRENT BY REDLINING AND MARKING OTHER NOTES ON DRAWINGS AND IN THE TEXT OF THE SWMP TO ACCURATELY PORTRAY THE ACTUAL EROSION AND SEDIMENT CONTROLS USED ON THE SITE. NOTATION SHOULD INCLUDE THE TIME AND DATE OF THE CHANGES IN THE FIELD, AN IDENTIFICATION OF THE BMPS REMOVED OR ADDED, AND THE LOCATION OF THOSE BMPS.
6. THE SWMP ADMINISTRATOR, OR THEIR REPRESENTATIVE, SHALL OBSERVE EACH BMP THAT IS SHOWN ON THE APPROVED SWMP/EROSION CONTROL PLAN OR APPROVED AMENDMENTS. THIS REVIEW SHALL INCLUDE COMPLETING AND SIGNING THE "FIELD INSPECTION REPORT" FOR EACH REVIEW DATE. ANY DEVIATIONS FROM THE APPROVED PLAN SHALL BE NOTED ON THE REPORT. THE REVIEWER SHALL ESPECIALLY NOTE ANY BMP THAT IS NOT IN COMPLIANCE WITH THE APPROVED PLAN/APPROVED AMENDMENTS. DEFICIENCIES THAT ARE NOT IMMEDIATELY REPAIRABLE SHOULD BE REPORTED TO THE CONSTRUCTION SUPERINTENDENT, THE OWNER, OR THEIR DESIGNEE FOR INSTRUCTIONS ON HOW TO PROCEED. THE REVIEW SHALL ALSO INCLUDE RECOMMENDED COURSES OF ACTION BASED ON THE FIELD REVIEW. BMPS SHALL BE REVIEWED IN ACCORDANCE WITH THE BMP SPECIFICATIONS AND CRITERIA LISTED IN SWMP AND EROSION CONTROL DETAIL SHEETS.
7. THE CDPS GENERAL PERMIT REQUIRES A THOROUGH STORMWATER MANAGEMENT INSPECTION BE PERFORMED AT LEAST EVERY 14 CALENDAR DAYS, AND WITHIN 24 HOURS AFTER THE END OF ANY PRECIPITATION OR SNOWMELT EVENT THAT CAUSES SURFACE EROSION WITH THE FOLLOWING EXCEPTIONS:
   a. WHERE NO CONSTRUCTION ACTIVITIES WILL OCCUR FOLLOWING A STORM EVENT, POST-STORM EVENT INSPECTIONS SHALL BE CONDUCTED PRIOR TO RE-COMMENCING CONSTRUCTION ACTIVITIES, BUT NO LATER THAN 72 HOURS FOLLOWING THE STORM EVENT.
   b. WHERE SNOW COVER EXISTS OVER THE ENTIRE SITE FOR AN EXTENDED PERIOD OF TIME, AND MELTING CONDITIONS DO NOT POSE A RISK OF SURFACE EROSION, THE 7-DAY, MONTHLY, AND POST-STORM EVENT INSPECTIONS ARE NOT REQUIRED.
   c. FOR SITES, OR PORTIONS OF SITES, WHERE ALL CONSTRUCTION ACTIVITIES THAT WILL RESULT IN SURFACE GROUND DISTURBANCE ARE COMPLETED AND ALL ACTIVITIES REQUIRED FOR FINAL STABILIZATION, IN ACCORDANCE WITH THE SWMP, HAVE BEEN COMPLETED, WITH THE EXCEPTION OF SEED THAT HAS NOT OCCURRED DUE TO SEASONAL CONDITIONS OR THE NECESSITY FOR ADDITIONAL SEED APPLICATION TO AUGMENT PREVIOUS EFFORTS, INSPECTIONS WILL BE CONDUCTED AT LEAST ONCE EVERY MONTH AND POST-STORM EVENT INSPECTIONS WILL NOT BE REQUIRED.
8. FOLLOWING COMPLETION OF THE PROJECT, INCLUDING FINAL RE-VEGETATION AND LANDSCAPING, THE SWMP ADMINISTRATOR WILL INSPECT AREAS THAT HAVE BEEN SEEDED AND LANDSCAPED TO ENSURE THAT THE RE-VEGETATION AND LANDSCAPING HAVE BEEN SUCCESSFUL IN ESTABLISHING UNIFORM GROUND COVER (70% OF PRE-DISTURBANCE COVER CRITERIA FOR RE-VEGETATION). IF RE-VEGETATION HAS NOT BEEN SUCCESSFUL, SPOT RE-VEGETATION OR OTHER REMEDIAL ACTIONS SHOULD BE IMPLEMENTED TO ENSURE COMPLIANCE WITH THE STORMWATER DISCHARGE PERMIT AND OTHER APPLICABLE REGULATIONS. THE SWMP ADMINISTRATOR WILL CARRY OUT THE INSPECTION.

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1	12/12/23	ISSUED FOR CONSTRUCTION

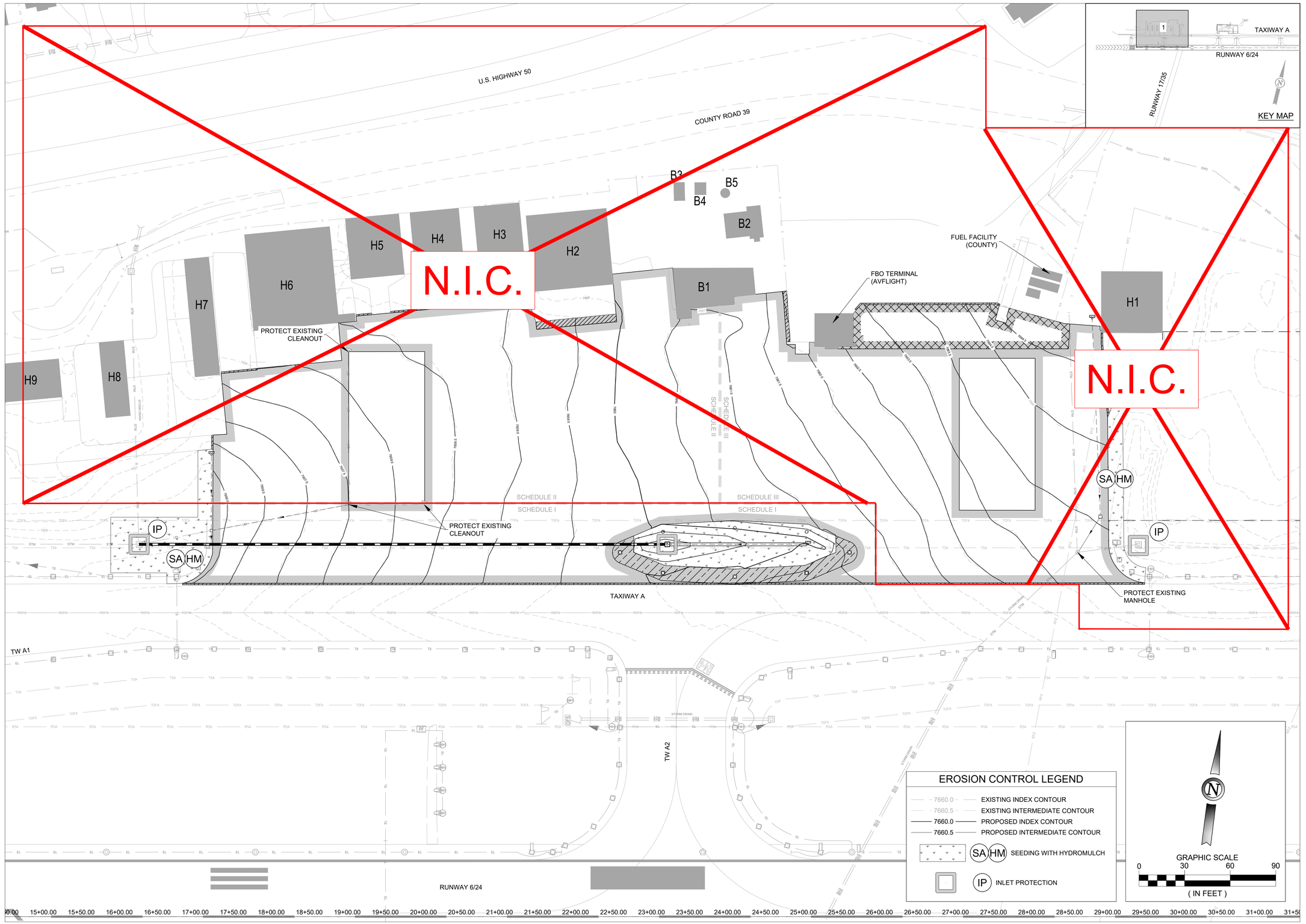
GUNNISON-CRESTED BUTTE REGIONAL AIRPORT
CDAG NO. 23-GUC-01
GENERAL AVIATION RAMP RECONSTRUCTION
GUNNISON, COLORADO

PROJECT NO:	23-GUC-01
DATE ISSUED:	12/12/23
DESIGNED BY:	T.A.R.
DRAWN BY:	R.L.B.
CHECKED BY:	C.L.G.

SHEET NAME:
EROSION CONTROL PLAN - NOTES & LEGEND

SHEET NO:
CE001

Layout Tab Name: CE001
Last Saved By:Ver, 1/16/2024 2:04:27 PM
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SHEET NAME:
EROSION CONTROL PLAN

SHEET NO:
CE101

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UNDERDRAIN LEGEND

- PROPOSED FULL DEPTH ASPHALT PAVEMENT (AIRCRAFT RATED)
- PROPOSED FULL DEPTH ASPHALT PAVEMENT (NON AIRCRAFT RATED)
- PROPOSED FULL DEPTH ASPHALT PAVEMENT (SHOULDER)
- PROPOSED 2' BUTT JOINT
- 7660.0 — EXISTING MAJOR CONTOUR
- 7660.5 — EXISTING MINOR CONTOUR
- 7660.0 — PROPOSED MAJOR CONTOUR
- 7660.5 — PROPOSED MINOR CONTOUR
- UD — UD — UNDERDRAIN PIPE
- UDCO — UNDERDRAIN CLEANOUT
- UNDERDRAIN INSPECTION PIT

STORM LEGEND

- STORM PIPE
- C — STORM INLET

PROFILE LEGEND

- PROPOSED GRADE
- EXISTING GROUND
- 230.50 / 230.47 — PROFILE BAND
- EXISTING ELEVATION
- PROPOSED ELEVATION

UNDERDRAIN NOTES

1. FOR UNDERDRAIN AND TRENCH DRAIN DETAILS, SEE SHEETS CU501 THRU CU503.
2. CONTRACTOR TO VERIFY CONNECTIONS TO EXISTING INFRASTRUCTURE PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
3. CONTRACTOR TO COORDINATE UNDERDRAIN CROSSINGS WITH ELECTRICAL AND OTHER UTILITIES IN THE VICINITY TO ELIMINATE POTENTIAL CONFLICTS.
4. CORE OR FORM THRU EXISTING STORM SEWER. CONTRACTOR SHALL CONNECT THE NEW UNDERDRAIN INTO THE EXISTING STORM SEWER PER DETAIL 1 ON SHEET CU503. CONTRACTOR SHALL VERIFY THE LOCATION OF THE STORM SEWER PIPE WITH ENGINEER FOR CONNECTION. ANY ADDITIONAL PAVEMENT REMOVAL AND REPLACEMENT REQUIRED FOR CORING THE UNDERDRAIN INTO THE EXISTING STORM SEWER SHALL BE AT THE CONTRACTOR'S EXPENSE.

STORM PLAN AND PROFILE NOTES

1. FOR DRAINAGE AND TRENCH DRAIN DETAILS, SEE SHEETS CU501 THRU CU503.
2. REFER TO SHEET CG301 FOR TYPICAL SECTIONS.
3. REFER TO SHEET SG201 FOR SPOT ELEVATIONS.
4. THE DEPTH OF EXISTING UTILITIES ARE APPROXIMATE AND WERE DETERMINED ASSUMING A BURIAL DEPTH OF 2'-0". ACTUAL DEPTHS MAY VARY AND SHOULD BE FIELD VERIFIED.
5. IN THE EVENT OF ANY CONFLICT WITHIN THESE PLANS, THE INFORMATION IN THE PROFILES SHALL GOVERN OVER THE SPOT ELEVATIONS AND CROSS SECTIONS.
6. CONTRACTOR TO VERIFY EXISTING TIE/CONNECTION POINTS PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
7. PRIOR TO CONSTRUCTION OR PRECAST OF DRAINAGE STRUCTURES, CONTRACTOR SHALL VERIFY EXISTING UTILITY LOCATIONS, DEPTHS, AND SIZES FOR ENTIRE PROPOSED UTILITY ALIGNMENT.
8. ALL REQUIRED UTILITY ADJUSTMENTS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR WILL VERIFY ANY UTILITY DEVICES CONFLICTING WITH PROPOSED IMPROVEMENTS AND VERIFY WITH THE FIELD ENGINEER FOR PROPER ADJUSTMENTS REQUIRED.
9. ALL STATIONING FOR STORM PIPE IS AT CENTERLINE OF STORM PIPE.
10. STATION AND OFFSETS FOR DRAINAGE STRUCTURES ARE TO THE CENTER OF THE STRUCTURE, EXCEPT FOR CURB INLETS WHICH ARE TO THE CENTER AT THE FLOWLINE.
11. SEE SHEET CU101 FOR DETAILS SHOWING HOW INLET STRUCTURES ARE STATIONED HORIZONTALLY AND VERTICALLY.
12. DISTANCE IS MEASURED FROM CENTER TO CENTER OF STRUCTURE.
13. SLOPES ARE CALCULATED FROM CENTER TO CENTER OF STRUCTURE.
14. INSTALL STORM INLET PER CITY OF GRAND JUNCTION PUBLIC WORKS "LARGE AREA INLET" DETAIL PAGE D-10.
15. WHEN INSTALLING NEW STORM PIPE UNDER EXISTING PAVEMENT, CONTRACTOR SHALL SAW CUT EXISTING ASPHALT TO LIMITS DETERMINED BY THE CONTRACTOR. AFTER INSTALLATION OF STORM PIPE AND BACKFILL, CONTRACTOR SHALL REPAIR AREA REMOVED FOR STORM DRAIN INSTALLATION WITH P-401. ALL COSTS ASSOCIATED WITH SAW CUTTING, PAVEMENT DEMO, TIES TO EXISTING STRUCTURES AND REPLACING ASPHALT SHALL BE INCIDENTAL TO P-701.

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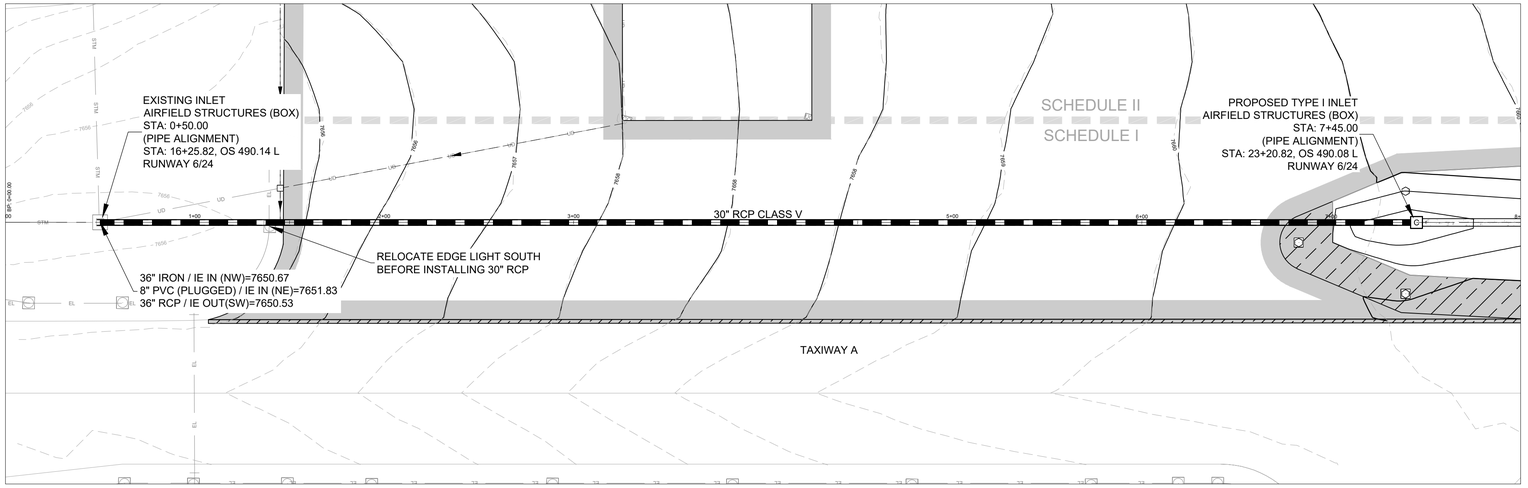
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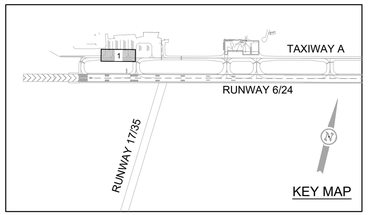
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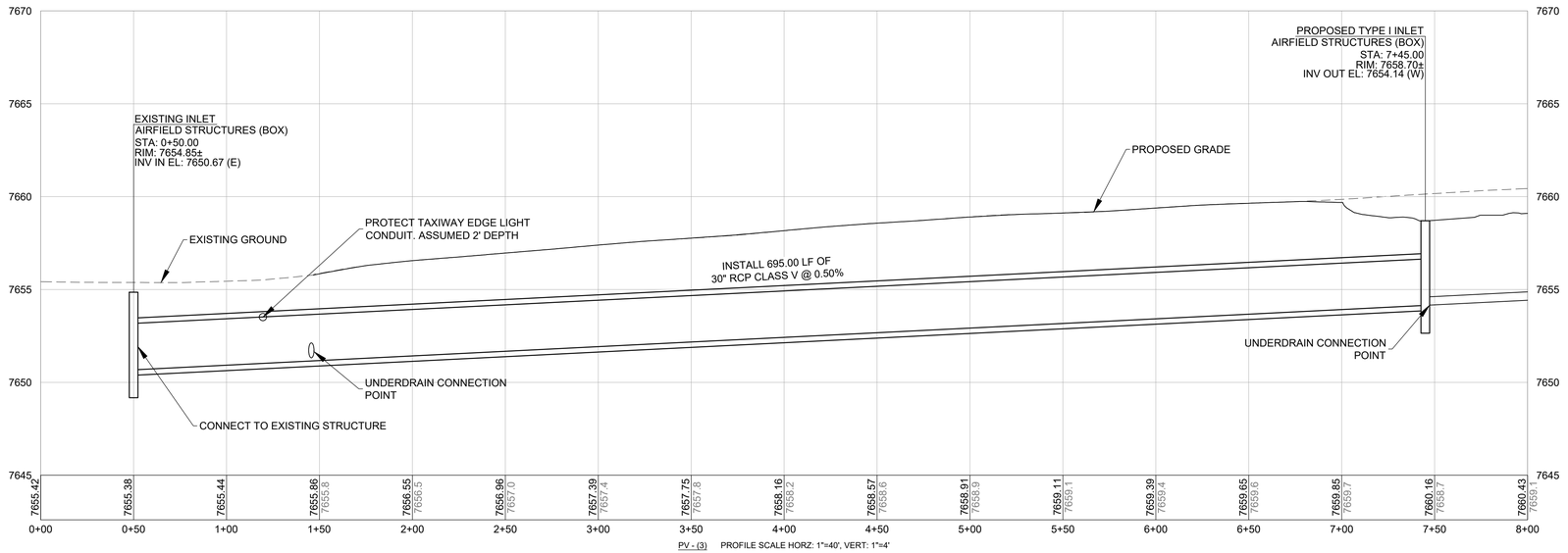
SHEET NAME:
STORM SEWER & UNDERDRAIN - NOTES & LEGEND

SHEET NO:
CU001

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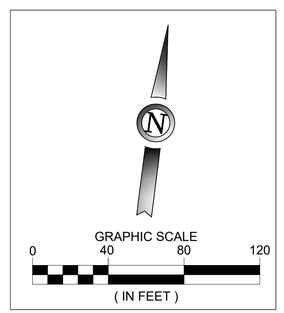




PV - (3) PROFILE SCALE HORZ: 1"=40', VERT: 1"=4'

STORM LEGEND	
	STORM PIPE
C	STORM INLET

PROFILE LEGEND	
	PROPOSED GRADE
	EXISTING GROUND
230.50 / 230.47	PROFILE BAND
	EXISTING ELEVATION
	PROPOSED ELEVATION



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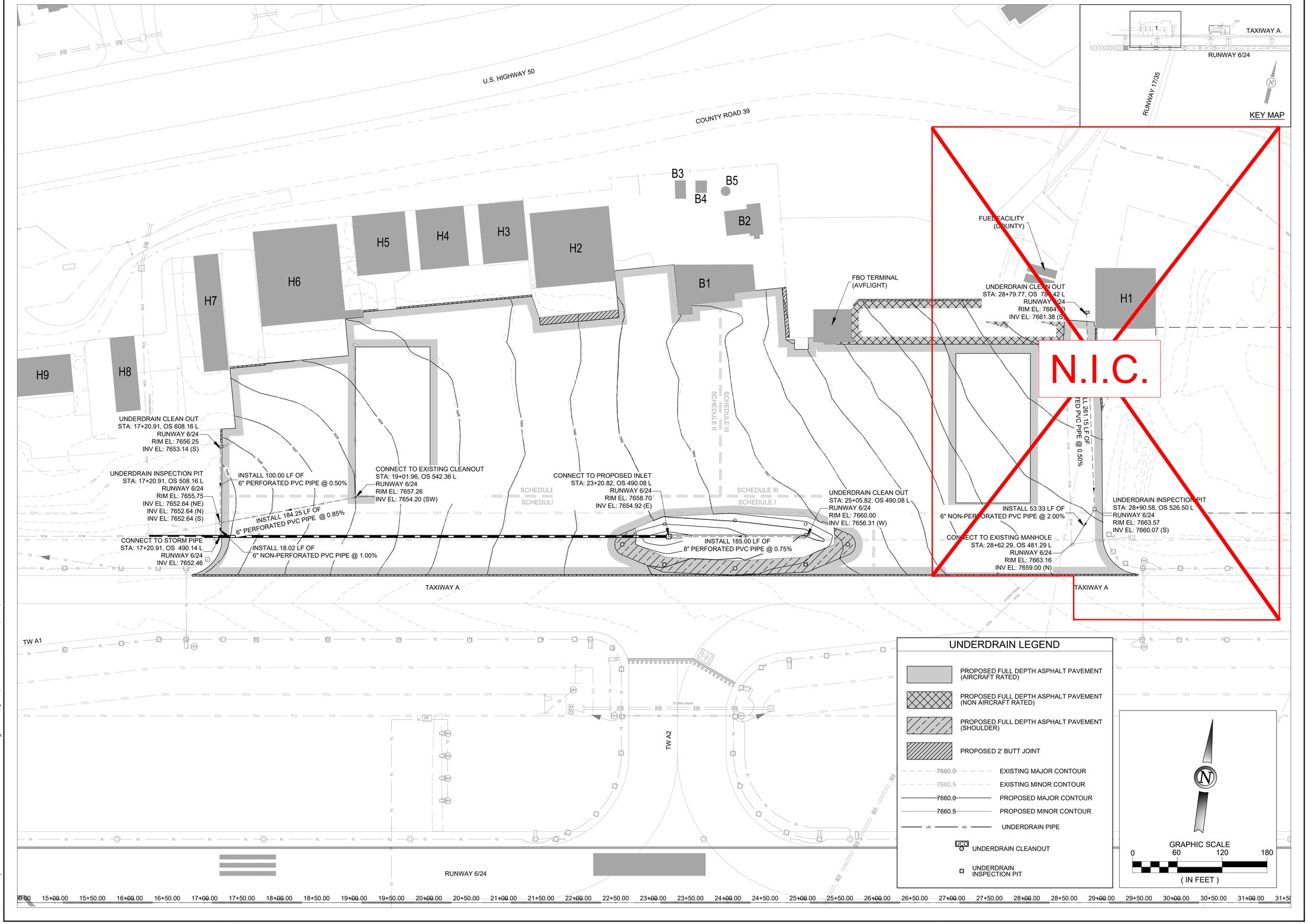
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CHECKED BY:	C.L.G.

SHEET NAME:
STORM SEWER PLAN & PROFILE

SHEET NO:
CU101

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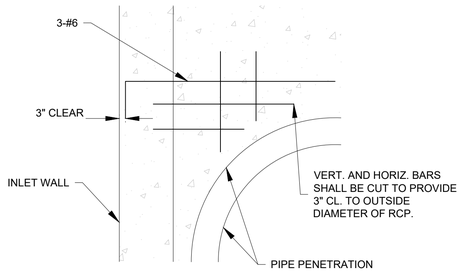
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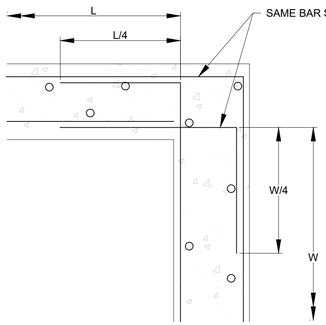
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UNDERDRAIN PLAN

SHEET NO:
CU201

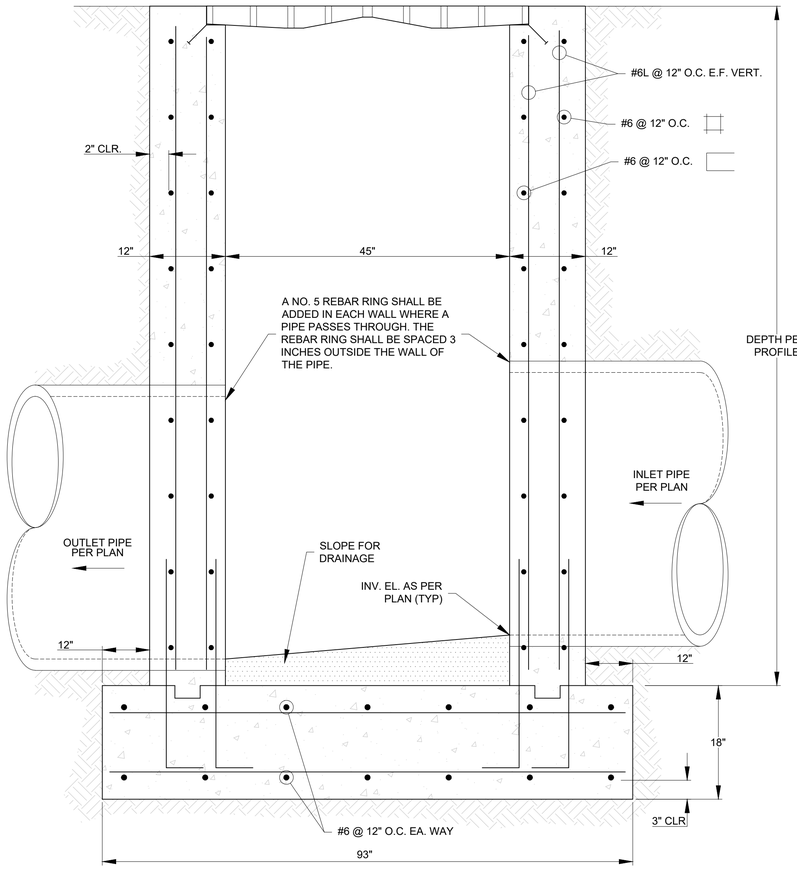
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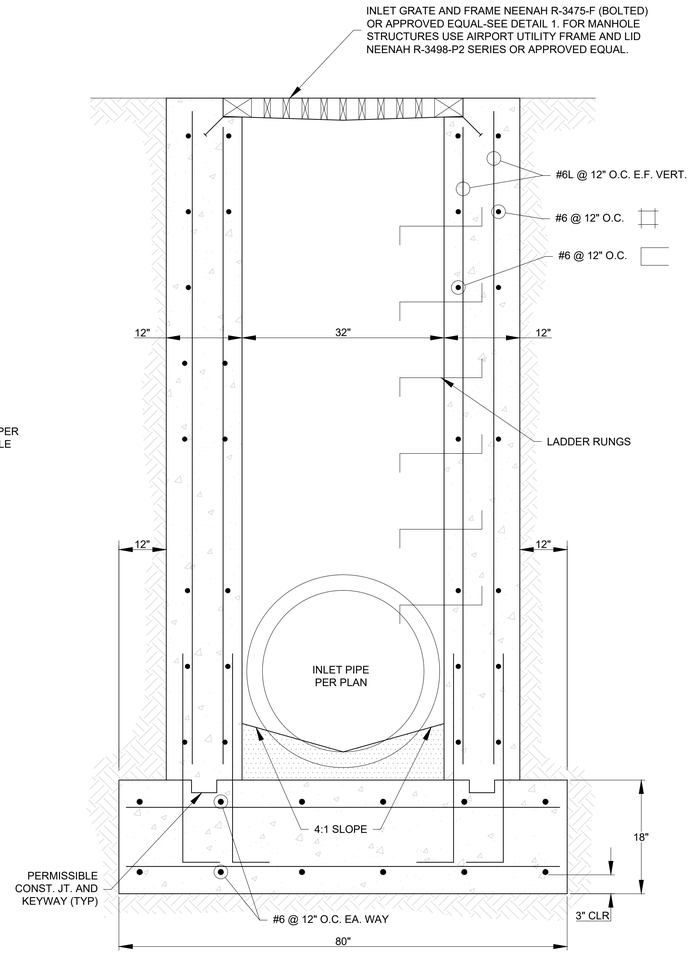
PIPE/INLET PENETRATION REINFORCING DETAIL



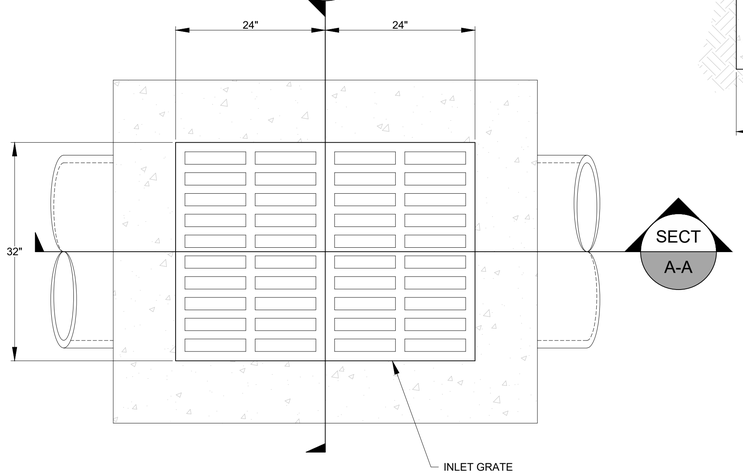
TYPICAL INLET CORNER REINFORCING



INLET SECTION A-A



INLET SECTION B-B



INLET PLAN VIEW

INLET NOTES:

1. FOR PIPE SIZES 24" AND LESS.
2. RING/COVER AND BRICK SHALL BE SET ON FULL BED OF MORTAR.
3. ALL PRECAST MANHOLE SECTIONS, FLAT TOPS, BARRELS, REDUCERS, ETC. SHALL CONFORM TO ASTM C-478, STANDARD SPECIFICATION FOR PRECAST REINFORCED MANHOLE SECTIONS.
4. ALL INTERIOR SEAMS AND PIN HOLES SHALL BE GROUTED.
5. SHAPING FOR SMOOTH MANHOLE INVERTS MUST BE DONE BY FORMING OR SHAPING CONCRETE BASE. MINIMUM DEPTH OF ANY SHAPING CONCRETE TO 2".
6. MANHOLE STEPS SHALL NOT BE INSTALLED OVER THE FLOW CHANNEL. ALL INLETS OVER 3'-6" IN DEPTH TO THE LOWEST INVERT SHALL HAVE STEPS PLACED 12" MINIMUM OR 16" MAXIMUM IN STRAIGHT VERTICAL ALIGNMENT WITH THE BOTTOM STEP 8" ABOVE THE BENCH MINIMUM. STEPS MAYBE NEENAH R 1982 OR APPROVED EQUAL.
7. FLEXIBLE ASPHALTIC SEALANT, (RAMNECK ETC.) IS REQUIRED IN SHIPLAP JOINTS AND IN JOINTS BETWEEN BASE, BARREL SECTIONS, CONE SECTIONS, FLAT TOPS, ETC.
8. GRATE SHALL BE BOLTED TO FRAME DURING CONCRETE PLACEMENT.
9. REINFORCING STEEL SHALL BE GRADE 60.
10. AT THE CONTRACTORS OPTION THE MANHOLE/INLET STRUCTURES MAY BE PRECAST. IF THIS OPTION IS SELECTED, THE MANHOLE/INLET STRUCTURES SHALL BE PERFORMED BY A LICENSED ENGINEER IN THE STATE OF COLORADO AND IN ACCORDANCE WITH THE PRECAST SECTION SHALL BE IN ACCORDANCE WITH SECTION D-751 AND P-610 OF THE TECHNICAL SPECIFICATIONS.
11. FLOW CHANNELS AND INVERTS SHALL BE FORMED BY SHAPING WITH P-610 CONCRETE OR APPROVED GROUT.
12. STRUCTURE SHALL BE DESIGNED TO SUPPORT AIRCRAFT TRAFFIC LOADING

1 DOUBLE INLET (AIRCRAFT RATED) DETAIL

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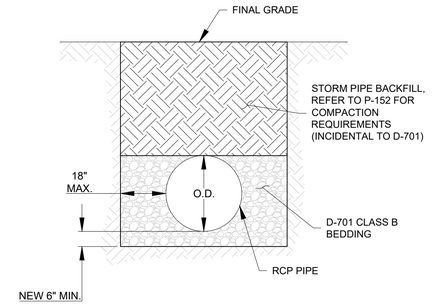
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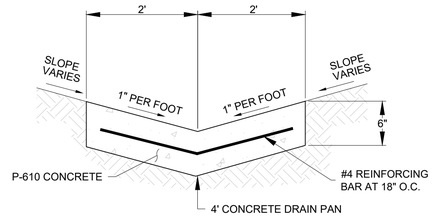
SHEET NAME:
STORM SEWER & UNDERDRAIN DETAILS

SHEET NO:
CU501

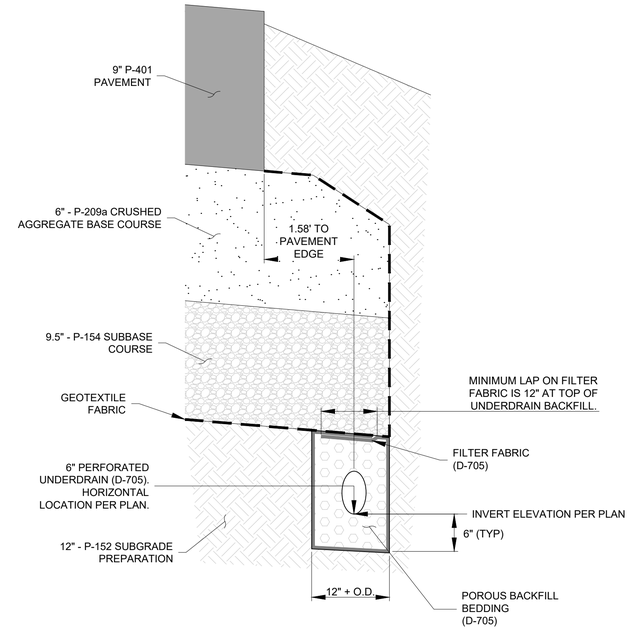
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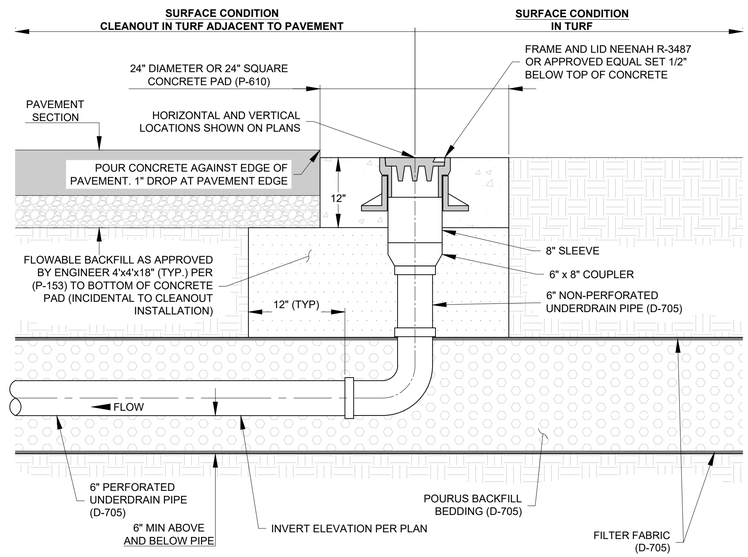
1 STORM PIPE TRENCH DETAIL
NTS



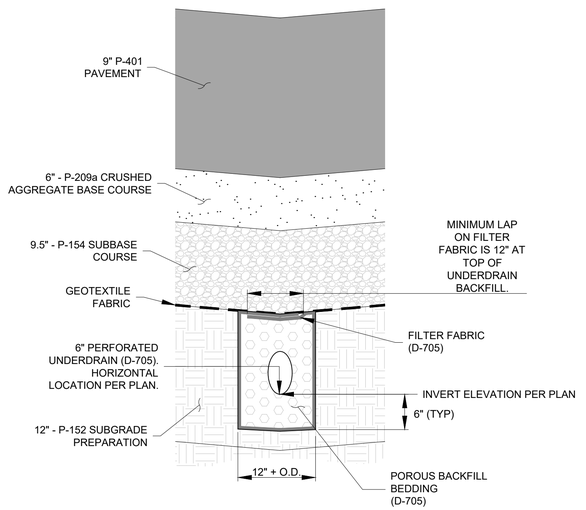
2 4' REINFORCED CONCRETE DRAIN PAN DETAIL
NTS



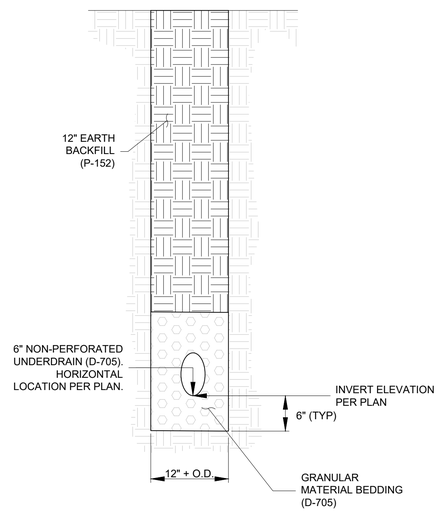
3 UNDERDRAIN TRENCH SECTION (ADJACENT TO PAVEMENT) DETAIL
NOT TO SCALE



4 ONE WAY UNDERDRAIN CLEANOUT (20" MINIMUM DEPTH) DETAIL
NOT TO SCALE



5 UNDERDRAIN TRENCH SECTION (ACROSS PAVEMENT) DETAIL
NOT TO SCALE



6 UNDERDRAIN TRENCH SECTION (OUTFALL) DETAIL
NOT TO SCALE

WOOLPERT
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Glendale, CO 80246
303.524.3030

ISSUANCE SCHEDULE

NUMBER	DATE	DESCRIPTION
1	12/12/23	ISSUED FOR CONSTRUCTION

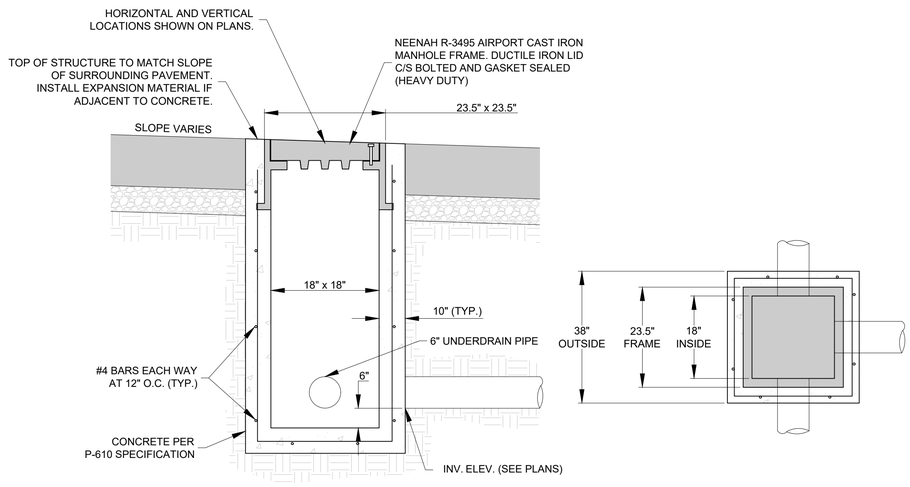
GUNNISON-CRESTED BUTTE REGIONAL AIRPORT
CDAG NO. 23-GUC-01
GENERAL AVIATION RAMP RECONSTRUCTION
GUNNISON, COLORADO

PROJECT NO:	23-GUC-01
DATE ISSUED:	12/12/23
DESIGNED BY:	T.A.R.
DRAWN BY:	R.L.B.
CHECKED BY:	C.L.G.

SHEET NAME:
STORM SEWER & UNDERDRAIN DETAILS

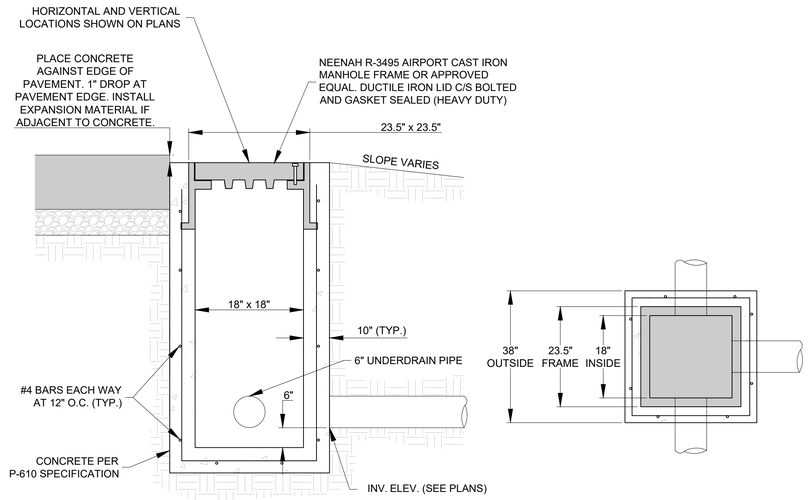
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CU502

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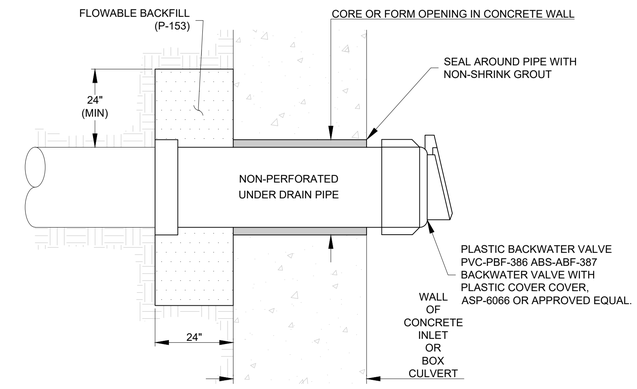
1 UNDERDRAIN INSPECTION PIT (IN PAVEMENT) DETAIL

NOT TO SCALE



2 UNDERDRAIN INSPECTION PIT (IN TURF) DETAIL

NOT TO SCALE



3 UNDERDRAIN OUTFALL TO STRUCTURE DETAIL

NOT TO SCALE

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GUNNISON, COLORADO

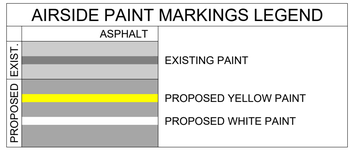
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SHEET NAME:
STORM SEWER & UNDERDRAIN DETAILS

SHEET NO:
CU503

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AIRSIDE PAINT MARKINGS LEGEND



GENERAL MARKING NOTES

1. UNLESS OTHERWISE SPECIFIED, ALL TAXIWAY MARKINGS SHALL BE YELLOW AND ALL RUNWAY MARKINGS SHALL BE WHITE IN ACCORD WITH SPECIFICATION P-620.
2. ALL STRIPING WILL HAVE A BLACK BORDER AT THE DIMENSIONS INDICATED ON THE DETAILS UNLESS STRIPING IS BEING APPLIED TO NEW ASPHALT PAVEMENT.
3. CONTRACTOR WILL BE REQUIRED TO REPAINT ANY MARKINGS THAT ARE OUTSIDE THE PROJECT WORK LIMITS WHICH ARE DAMAGED BY THE CONTRACTORS OPERATIONS. REPAINTING OF THESE DAMAGED AREAS WILL BE AT THE CONTRACTORS EXPENSE.
4. PAINT SHOULD BE STORED IN A CLIMATE-CONTROLLED ENVIRONMENT IN ORDER TO MEET MANUFACTURERS RECOMMENDED TEMPERATURES BEFORE IT IS APPLIED. MATERIAL THAT DOES NOT MEET REQUIRED TEMPERATURE REQUIREMENTS WILL BE WARMED TO THE MINIMUM TEMPERATURE FOR 24 HOURS BEFORE IT IS APPLIED OR AS APPROVED BY THE RESIDENT ENGINEER.
5. PERMANENT APPLICATION OF PAINT WILL BE APPLIED 30 DAYS AFTER THE INITIAL TEMPORARY APPLICATION. RATES OF APPLICATION SHALL BE AS SPECIFIED IN SECTION P-620.
6. ALL PERMANENT MARKINGS SHALL BE APPLIED DURING DAYLIGHT HOURS ONLY.
7. GLASS BEADS SHALL BE APPLIED TO ALL TEMPORARY AND PERMANENT PAVEMENT MARKINGS. APPLICATION RATES AND GLASS BEAD TYPE SHALL BE AS SPECIFIED IN ITEM P-620. GLASS BEADS SHALL NOT BE APPLIED TO BLACK PAINT.
8. SEE SHEET CP501 FOR STRIPING DETAILS.
9. UNLESS OTHERWISE SPECIFIED, ALL TAXIWAY MARKINGS ARE 6" WIDE (YELLOW).
10. FINAL PAINT LAYOUT WILL BE CONFIRMED BY THE AIRPORT PRIOR TO CONSTRUCTION.
11. THE CONTRACTOR SHALL MATCH THE EXISTING PAINT LAYOUT. EXISTING MARKINGS SHALL BE SURVEY VERIFIED PRIOR TO PAVEMENT REMOVAL.
12. ALL CURING COMPOUND SHALL BE REMOVED, AND ALL AREAS THOROUGHLY CLEANED PRIOR TO PLACING PAINT MARKINGS.
13. ENHANCED TAXIWAY CENTERLINE SHALL MATCH EXISTING LAYOUT.
14. CONTRACTOR SHALL HAVE A COPY OF THE CURRENT FAA ADVISORY CIRCULAR AC 150/5340-1 (CURRENT VERSION) "STANDARDS FOR AIRPORT MARKINGS" ON SITE AT ALL TIMES. ANY DISCREPANCY BETWEEN INFORMATION SHOWN ON THE PLAN SHEETS AND THE ADVISORY CIRCULAR SHALL BE COORDINATED WITH THE ENGINEER FOR DIRECTION.
15. NUMBERED STENCILS SHALL BE ORDERED TO COMPLETE THE SURFACE PAINTED SIGN INSCRIPTIONS. THE CONTRACTOR SHALL SUBMIT DIMENSIONAL AND GRAPHICAL INFORMATION ON EACH STENCIL TO THE ENGINEER FOR APPROVAL PRIOR TO ORDERING. STENCILS SHALL BE MANUFACTURED TO THE DIMENSIONS OF THE DETAILS AND CONFORM TO THE DIMENSIONS OF AC 150/5340-1k (CHANGE 1). STENCILS SHALL BECOME THE PROPERTY OF THE AIRPORT UPON COMPLETION OF THE PROJECT. IF THE AIRPORT HAS STENCILS TO USE TO KEEP AIRPORT CONSISTENT, CONTRACTOR SHALL UTILIZE AIRPORT PROVIDED STENCILS FOR THE SURFACE PAINTED HOLDING POSITION SIGNS. THE CONTRACTOR SHALL MAINTAIN THE STENCILS THROUGHOUT USE AND WILL BE RESPONSIBLE FOR REPLACEMENT IF ANY DAMAGE OCCURS.
16. IF CONTRACTOR USES STENCILS FOR SURFACE PAINTED HOLD SIGNS, GAPS BETWEEN STENCILS ARE PROHIBITED.
17. ANY DISCREPANCIES BETWEEN THESE PLANS AND THE ACTUAL STRIPING PRESENT IN THE FIELD SHALL BE BROUGHT TO THE ATTENTION OF RESIDENT ENGINEER.
18. SURFACE PAINTED HOLD SIGNS SHALL RECEIVE A TEMPORARY APPLICATION AND A PERMANENT APPLICATION 30 DAYS LATER. BOTH APPLICATIONS SHALL BE INCLUDED IN THE LUMP SUM PRICE OF THE SURFACE PAINTED HOLD SIGN.

OBLITERATION NOTES

1. PAINT OBLITERATION SHALL BE ACCOMPLISHED BY WATER OR SAND BLASTING OR ANOTHER APPROVED METHOD. TEMPORARY MARKING REMOVAL REQUIRED FOR COORDINATION OF PHASES MAY BE ACCOMPLISHED BY PAINTING OVER THE EXISTING MARKING WITH BLACK PAINT.
2. NO OBLITERATION OF MARKINGS ARE REQUIRED INSIDE PAVEMENT REMOVAL LIMITS.
3. CONTRACTOR WILL BE REQUIRED TO OBLITERATE EXISTING MARKINGS (I.E. TAXIWAY LEAD IN-LINES BACK TO THE RUNWAY HOLD BAR) WHICH ARE NOT WITHIN THE LIMITS OF THE PROPOSED CONSTRUCTION. OBLITERATION WILL BE ACCOMPLISHED IN ACCORDANCE WITH P-620 OF THE SPECIFICATIONS. ALL EXISTING TAXIWAY MARKINGS WILL BE OBLITERATED USING WATER BLASTING.
4. ANY DAMAGE DONE DURING MARKING OBLITERATION OPERATIONS TO PAVEMENTS OR PAVEMENT JOINT/CRACK SEALS SHALL BE REPAIRED BY THE CONTRACTOR, AT HIS EXPENSE, AND TO THE APPROVAL OF THE ENGINEER.
5. ALL MARKINGS SHALL BE OBLITERATED PRIOR TO CRACK SEALING AND FOG SEAL.

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ISSUANCE SCHEDULE

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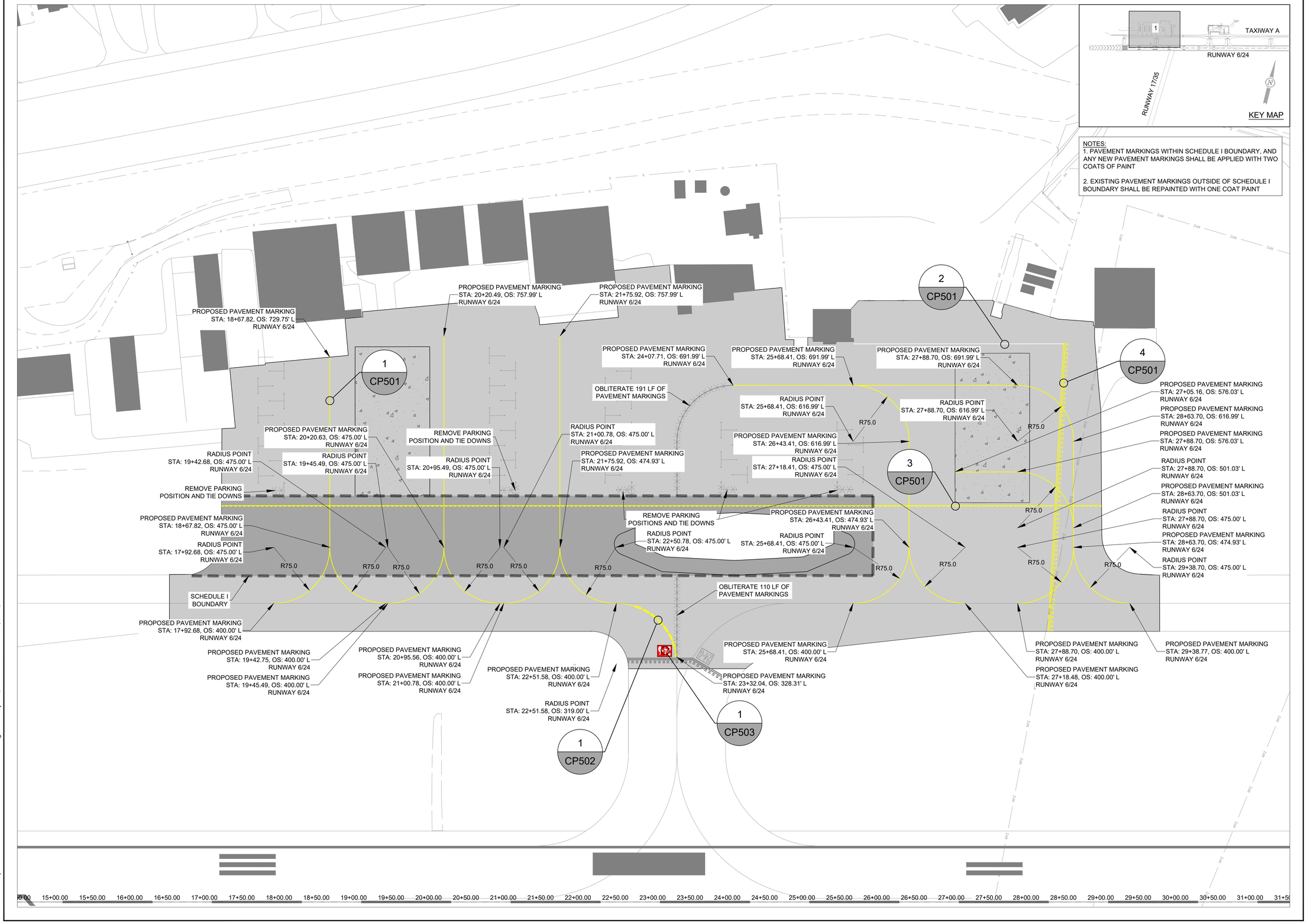
GUNNISON-CRESTED BUTTE REGIONAL AIRPORT
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GENERAL AVIATION RAMP RECONSTRUCTION
GUNNISON, COLORADO

PROJECT NO:	23-GUC-01
DATE ISSUED:	12/12/23
DESIGNED BY:	T.A.R.
DRAWN BY:	R.L.B.
CHECKED BY:	C.L.G.

SHEET NAME:
PAVEMENT MARKING PLAN - NOTES & LEGEND

SHEET NO:
CP001

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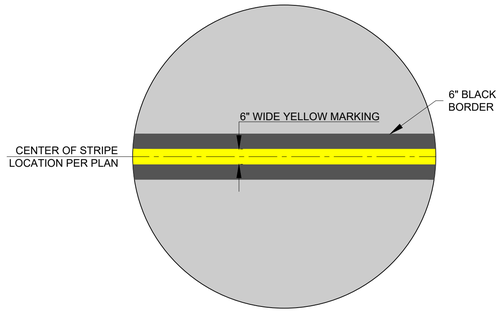
GUNNISON-CRESTED BUTTE REGIONAL AIRPORT
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GUNNISON, COLORADO

PROJECT NO:	23-GUC-01
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DESIGNED BY:	T.A.R.
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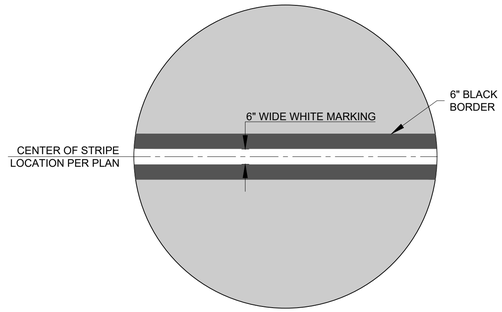
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PAVEMENT MARKING PLAN

SHEET NO:
CP101

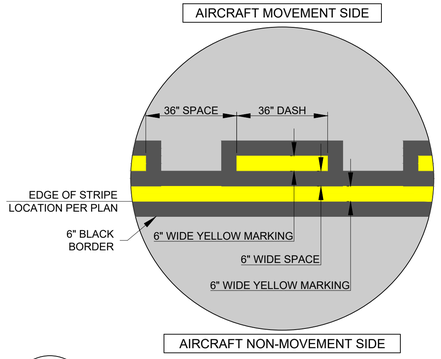
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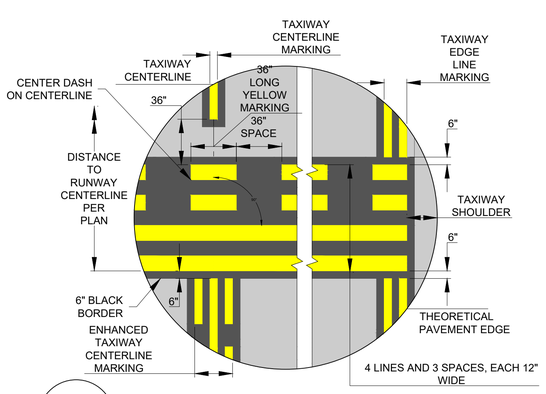
1 TAXIWAY CENTERLINE DETAIL
NOT TO SCALE



2 NON-AIRCRAFT MARKING
NOT TO SCALE

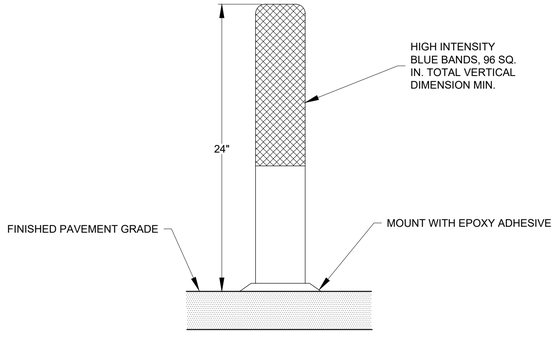


3 NON-MOVEMENT AREA MARKING DETAIL
NOT TO SCALE



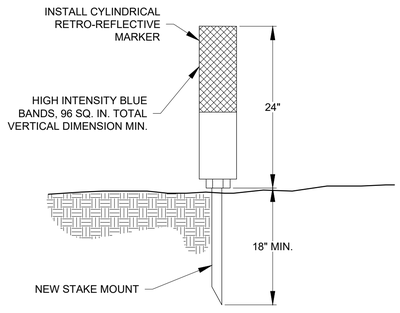
4 RUNWAY HOLDING POSITION MARKING DETAIL
NOT TO SCALE

NOTE
1. ALL RUNWAY HOLDING POSITION MARKINGS ARE TO BE CONSTRUCTED USING THERMOPLASTIC MATERIAL AS SPECIFIED IN THE P-620 SPECIFICATION.
2. THE RUNWAY HOLDING POSITION MARKINGS FOR TAXIWAY A1 AND A7 WILL BE PAID FOR UNDER ITEM P-620F "THERMOPLASTIC PAVEMENT MARKINGS (RUNWAY HOLDING POSITION MARKING, 1 PIECE)" AND TAXIWAYS A2 THROUGH A6 WILL BE PAID FOR UNDER ITEM P-620G "THERMOPLASTIC PAVEMENT MARKINGS (RUNWAY HOLDING POSITION MARKINGS, 2 PIECE)"



5 RETROREFLECTIVE MARKER DETAIL
NOT TO SCALE

NOTE
1. RETROREFLECTIVE MARKERS SHALL BE TYPE L-853 AND SHALL CONFORM TO THE REQUIREMENTS OF AC 150/5345-39.



6 RETROREFLECTIVE MARKER INSTALLATION DETAIL
NOT TO SCALE

NOTE
1. RETROREFLECTIVE MARKERS SHALL BE TYPE L-853 AND SHALL CONFORM TO THE REQUIREMENTS OF AC 150/5345-39.

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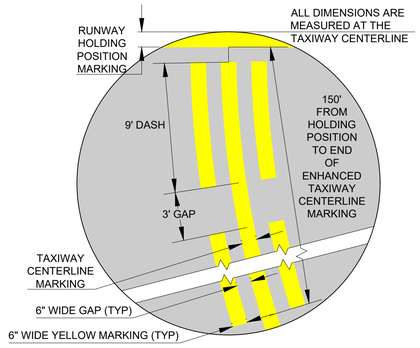
GUNNISON-CRESTED BUTTE REGIONAL AIRPORT
CDAG NO. 23-GUC-01
GENERAL AVIATION RAMP RECONSTRUCTION
GUNNISON, COLORADO

PROJECT NO:	23-GUC-01
DATE ISSUED:	12/12/23
DESIGNED BY:	T.A.R.
DRAWN BY:	R.L.B.
CHECKED BY:	C.L.G.

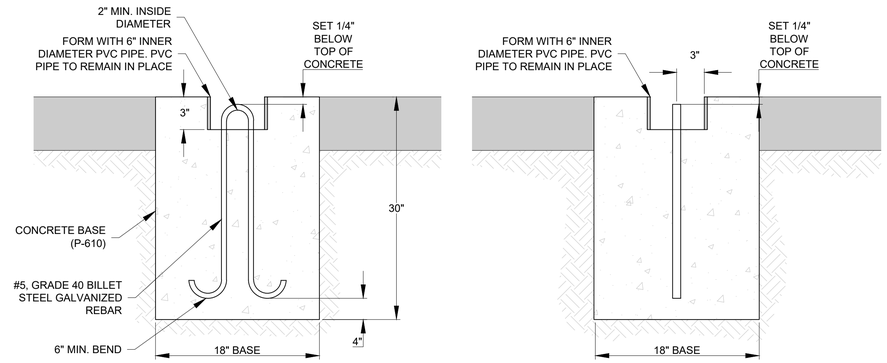
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PAVEMENT MARKING DETAILS

SHEET NO:
CP501

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1 ENHANCED TAXIWAY CENTERLINE DETAIL
NOT TO SCALE



ALL ITEMS IDENTIFIED IN THE DETAIL ARE INCIDENTAL TO P-610, AIRCRAFT TIE DOWN, UNLESS NOTED OTHERWISE.

2 AIRCRAFT TIEDOWN ANCHOR DETAIL
NOT TO SCALE

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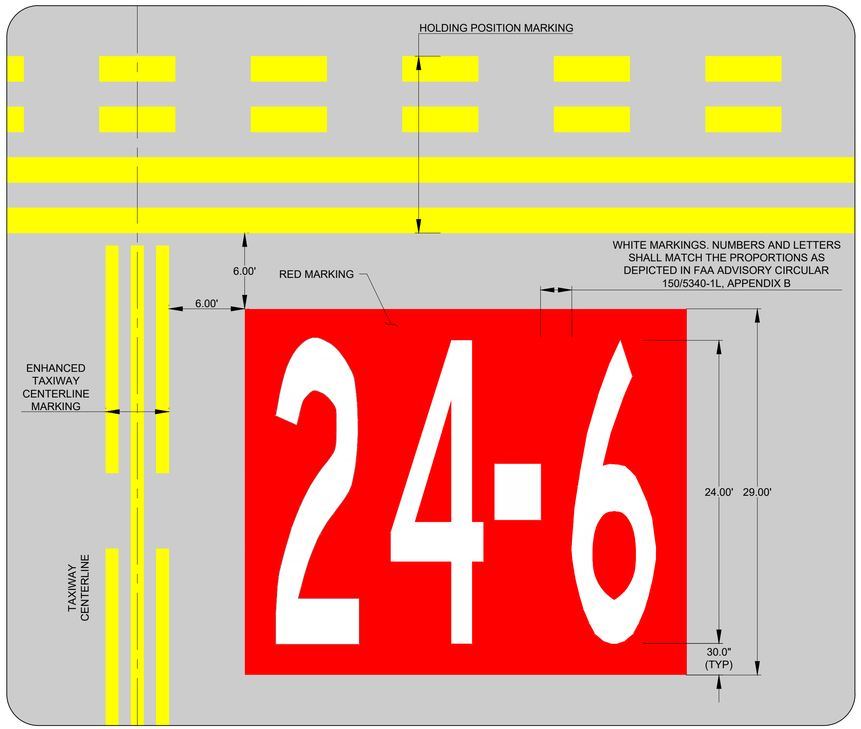
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SHEET NAME:
PAVEMENT MARKING DETAILS

SHEET NO:
CP502

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HOLDING POSITION NOTES

1. CONTRACTOR SHALL UTILIZE AIRPORT PROVIDED STENCILS, IF AVAILABLE, FOR THE SURFACE PAINTED HOLDING POSITION SIGNS. THE CONTRACTOR SHALL MAINTAIN THE STENCILS THROUGHOUT USE AND WILL BE RESPONSIBLE FOR REPLACEMENT IF ANY DAMAGE OCCURS. IF STENCILS ARE NOT PROVIDED BY THE AIRPORT, THE CONTRACTOR SHALL PROVIDE STENCILS WHICH WILL REMAIN WITH THE AIRPORT AFTER THE PROJECT COMPLETION.
2. DIMENSIONS MAY VARY BASED ON THE SIZES OF STENCILS USED. LARGER WIDTH SIGNS MAY BE NEEDED DEPENDING ON STENCIL WIDTH IN ORDER TO MEET THE INDICATED SPACING REQUIREMENT. COST ADJUSTMENTS WILL NOT BE PERMITTED IF LARGER SIGNS ARE NEEDED DUE TO TO STENCIL WIDTH.
3. TWO PAINT APPLICATIONS WILL BE REQUIRED FOR EACH RUNWAY HOLD POSITION MARKING. THE FIRST APPLICATION SHALL USE THE TEMPORARY PAINT APPLICATION RATE. THE SECOND APPLICATION SHALL USE THE PERMANENT PAINT APPLICATION RATE.

1 HOLDING POSITION DETAIL (TAXIWAYS GREATER THAN 35' WIDE)

DETAIL SCALE: 1" = 6'

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SHEET NAME:
PAVEMENT MARKING DETAILS

SHEET NO:
CP503

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Gunnison County Cash Transfer Authorization; Febru

Action Requested: Motion

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Cash Transfer Report February 2024

Fiscal Impact: 10,170,901.22

Submitted by: Lupita Halligan **Submitter's Email Address:** lhalligan@gunnisoncounty.org

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 3/13/2024

County Attorney Review: ( ) Required (•) Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ( ) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/14/2024

( ) Consent Agenda (•) Regular Agenda ( ) Worksession Time Allotted: 1

Agenda Date: 3/19/2024

Revised April 2015

Gunnison County
COLORADO

GUNNISON COUNTY, COLORADO
CASH TRANSFER AUTHORIZATION
February-24

TREASURER	FINANCE	FUND	INCREASE CASH	DECREASE CASH
001	01 11900	General	0.00	(7,197,706.61)
130	95 11122	General - Payroll Account	2,322,996.28	0.00
150	01 11102	General - Water Resources	0.00	0.00
155	01 11103	General - Workforce Impact Fees	0.00	0.00
103	01 11105	General - Courthouse Renovation	0.00	0.00
147	01 11106	General - Revenue Clearing	0.00	0.00
002	02 11900	Road & Bridge	0.00	(791,076.22)
003	03 11900	Human Services	0.00	(164,951.47)
004	04 11900	Public Health Agency	0.00	(194,195.21)
007	07 11900	Conservation Trust	0.00	0.00
008	08 11900	Bond Fund	0.00	(2,000.00)
101	08 11101	Series 2020 Bond Reserve	0.00	0.00
104	08 11102	Series 2013 Bond Reserve	0.00	0.00
010	10 11900	Airport	0.00	(208,101.40)
102	10 11101	Airport - Terminal Construction	0.00	0.00
012	12 11900	Sales Tax Fund	0.00	(161,226.37)
013	13 11900	Land Preservation	0.00	0.00
030	30 11900	Mosquito Control	0.00	(328.16)
032	32 11900	Sage Grouse Trust	0.00	(3,600.00)
034	34 11900	Risk Management	0.00	(6,514.66)
041	41 11900	Airport Construction	0.00	0.00
043	43 11900	Capital Expenditures	0.00	(23,290.40)
050	50 11900	Gunnison County Sewer	0.00	(83,296.82)
135	50 11101	Sewer - Restricted	0.00	0.00
051	51 11900	Gunnison County Water	0.00	(155,940.49)
136	51 11101	Water - Restricted	0.00	0.00
052	52 11900	Solid Waste	0.00	(109,177.27)
125	52 11101	Solid Waste - Landfill Closure	0.00	0.00
126	52 11102	Solid Waste - Landfill Const	0.00	0.00
070	70 11900	Housing Authority	2,100,956.10	0.00
141	70 11101	Housing Authority Restricted Depo	0.00	0.00
071	71 11900	Senior Housing - Operating	0.00	(5,125.41)
140	71 11101	Senior Housing - Deposits	0.00	0.00
072	72 11900	Assisted Living	0.00	0.00
080	80 11900	ISF-I	305,167.07	0.00
082	82 11900	ISF-II	0.00	(21,987.21)
090	90 11900	Health Insurance Trust	60,709.30	0.00
115	90 11101	Health Insurance Claims	126,664.05	0.00
091	91 11900	Local Marketing District	0.00	(555,787.44)
092	92 11900	Transportation Authority	0.00	(482,395.49)
093	93 11900	Public Trustee Agency	0.00	(4,200.59)
145	95 11121	Accounts Payable Clearing	5,254,408.42	0.00
		TOTALS	**$ 10,170,901.22**	**$ (10,170,901.22)**

TRANSFER FOR JOURNAL ENTRIES:
402019, 402020, 402021, 402022, 402023, 311671, 311672, 312711, 312712, 313009, 401798, 401910, 401909, 402356, 402357, 402358, 402359, 403009, 401912, 402361, 402372, APV, AP, GBI, 402342, PRJ(GNI), PRJ(GNI), UBB,

PREPARED BY: _____ DATE: 3/11/24

AUTHORIZED BY: _____ DATE: 3/11/24

RECEIVED BY TREASURER: _____ DATE: 3-11-24

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
February-24

Balance	JE's	Description	Finance Business Date	**01** General Fund 01 11900	01 Water Resource Prot. 01 11102	01 Workforce Impact Fees 01 11103	01 Courthouse Renovation 01 11105	01 Revenue Clearing 01 11106	**02** Road & Bridge 02 11900	**03** Human Services 03 11900	**04** Public Health 04 11900	**07** Conservation Trust 07 11900	**08** Bond Fund 08 11900
-	402019,	STND1: VEHICLE/EQUIPMENT RENT	2/28/2024	(24,542.67)						(384.16)			
-	402020,	STND2: BUDGETED INTERFUND TRANSFERS	2/28/2024	71,017.53					(9,545.84)	1,675.00	(5,166.67)		
-	402021,	STND3: MAPPING SYSTEM CHARGES	2/28/2024	(11,532.15)					(1,675.75)	(22.08)	(22.08)		
-	402022,	STND4: TELEPHONE/FAX SYSTEM CHARGES	2/28/2024	(3,880.82)					(390.83)	(637.50)	(825.00)		
-	402023,	STND5: COMPUTER SYSTEM CHARGES	2/28/2024	(22,646.93)					(1,783.33)	(2,279.17)	(4,632.92)		
-	311671,	MATERIAL USE NOV	11/30/2023						(18,167.03)				
-	311672,	EQUIPMENT USE NOV	11/30/2023	(894.00)					(118,127.09)				
-	312711,	MATERIAL USE DEC	12/31/2023						(5,978.72)				
-	312712,	EQUIPMENT USE DEC	12/31/2023	(134.00)					(153,431.96)				
-	313009,	RECLASS MATERIAL USE	12/31/2023						(8,238.49)				
-	401798,	RECORD BERKLEY MED	1/31/2024										
-	401910,	EQUIPMENT USAGE JAN	1/31/2024	(324.06)					(194,779.45)				
-	401909,	MATERIAL USE JAN	1/31/2024	(947,050.36)					(1,279.09)				
-	402356,	POSTAGE USE FEB	2/29/2024	(1,417.47)									
-	402357,	COPIES BLACK FEB	2/29/2024	(861.76)					(1.08)	(10.00)	(14.80)		
-	402358,	COPIES COLOR FEB	2/29/2024	(1,107.90)					(0.36)	(10.08)	(17.64)		
-	402359,	PUBLIC HEALTH PHOTOCOPY	2/29/2024	(35.04)							(129.12)		
-	403009,	WEED RENT TO AIRPORT	2/29/2024	(765.00)									
-	401912,	TRANS FOR CASH SHORTAGE	1/31/2024	(4,547,195.15)									
-	402361,	RECLASS RTA	2/28/2024	(75,000.00)									
-	402372,	REC MED/DEN/FLEX/Rx CHECKS FEB	2/29/2024	(9,395.88)									
-													
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-													
-													
-		Record EFT											
-	APV,	AP Voids 8/23/23 - 09/19/23											
-	AP,	AP CLEARING February	2/29/2024	(778,626.84)					(83,547.48)	(13,948.28)	(63,124.96)		(2,000.00)
-	GBI,	LANDFILL INTERFUND CHARGES											
-	402342,	NET PAYROLL TRANSFER	2/29/2024										
-	PRJ(GNI),	Payroll Import January @14 FEB 24 JN	1/31/2024	(843,314.11)					(194,129.72)	(149,335.20)	(120,262.02)		
-	PRJ(GNI),	Payroll Import											
-	UBB,	1ST Q WATER SEWER TRANSFERS											
-		TOTALS		(7,197,706.61)	-	-	-	-	(791,076.22)	(164,951.47)	(194,195.21)	-	(2,000.00)

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
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JE's	Description	Finance Business Date	08 Series 2010 Bond Reserve 08 11101	08 Series 2013 Bond Reserve 08 11102	**10** Airport Operations 10 11900	10 Terminal Construction 10 11101	**12** Sales Tax 12 11900	**13** Land Preservation 13 11900	**30** Mosquito Control 30 11900	**32** Sage Grouse 32 11900	**34** Risk Management 34 11900	**43** Capital Expenditures 43 11900	**50** Sewer Fund 50 11900	50 Sewer Bond Reserve 50 11101
402019,	STND1: VEHICLE/EQUIPMENT RENT	2/28/2024			(1,394.29)								(386.28)	
402020,	STND2: BUDGETED INTERFUND TRANSFERS	2/28/2024			(4,635.00)								(3,749.58)	
402021,	STND3: MAPPING SYSTEM CHARGES	2/28/2024			(22.08)									
402022,	STND4: TELEPHONE/FAX SYSTEM CHARGES	2/28/2024			(308.33)									
402023,	STND5: COMPUTER SYSTEM CHARGES	2/28/2024			(1,608.33)									
311671,	MATERIAL USE NOV	11/30/2023												
311672,	EQUIPMENT USE NOV	11/30/2023												
312711,	MATERIAL USE DEC	12/31/2023												
312712,	EQUIPMENT USE DEC	12/31/2023											(409.51)	
313009,	RECLASS MATERIAL USE	12/31/2023												
401798,	RECORD BERKLEY MED	1/31/2024												
401910,	EQUIPMENT USAGE JAN	1/31/2024												
401909,	MATERIAL USE JAN	1/31/2024												
402356,	POSTAGE USE FEB	2/29/2024												
402357,	COPIES BLACK FEB	2/29/2024			(13.36)									
402358,	COPIES COLOR FEB	2/29/2024			(79.20)									
402359,	PUBLIC HEALTH PHOTOCOPY	2/29/2024												
403009,	WEED RENT TO AIRPORT	2/29/2024			765.00									
401912,	TRANS FOR CASH SHORTAGE	1/31/2024												
402361,	RECLASS RTA	2/28/2024												
402372,	REC MED/DEN/FLEX/Rx CHECKS FEB	2/29/2024												
	Record EFT													
APV,	AP Voids 8/23/23 - 09/19/23													
AP,	AP CLEARING February	2/29/2024			(112,506.64)		(161,226.37)		(328.16)	(3,600.00)	(6,514.66)	(23,290.40)	(76,607.76)	
GBI,	LANDFILL INTERFUND CHARGES													
402342,	NET PAYROLL TRANSFER	2/29/2024												
PRJ(GNI),	Payroll Import January @14 FEB 24 JN	1/31/2024			(88,299.17)								(2,143.69)	
PRJ(GNI),	Payroll Import													
UBB,	1ST Q WATER SEWER TRANSFERS													
	TOTALS		-	-	(208,101.40)	-	(161,226.37)	-	(328.16)	(3,600.00)	(6,514.66)	(23,290.40)	(83,296.82)	-

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
February-24

JE's	Description	Finance Business Date	**51** Water Fund 51 11900	51 Water Bond Reserve 51 11101	**52** Solid Waste 52 11900	52 Landfill Closure 52 11101	52 Landfill Construction 52 11102	**70** Housing Authority 70 11900	70 Hsg Auth Deposits 70 11101	**71** Senior Housing 71 11900	71 Senior Hsg. Deposits 71 11101	**72** Assisted Living 72 11900	**80** Internal Service I 80 11900	**82** Internal Service II 82 11900
402019,	STND1: VEHICLE/EQUIPMENT RENT	2/28/2024	(1,456.45)		(16,237.15)								44,557.25	(156.25)
402020,	STND2: BUDGETED INTERFUND TRANSFERS	2/28/2024	2,416.66		(5,538.54)			(916.67)					(8,108.76)	(7,638.02)
402021,	STND3: MAPPING SYSTEM CHARGES	2/28/2024	(661.50)											13,935.64
402022,	STND4: TELEPHONE/FAX SYSTEM CHARGES	2/28/2024			(37.50)								(37.50)	6,154.98
402023,	STND5: COMPUTER SYSTEM CHARGES	2/28/2024	(350.00)		(445.83)								(595.83)	34,538.17
311671,	MATERIAL USE NOV	11/30/2023											18,167.03	
311672,	EQUIPMENT USE NOV	11/30/2023			(2,063.73)								121,084.82	
312711,	MATERIAL USE DEC	12/31/2023			(3,198.01)									9,176.73
312712,	EQUIPMENT USE DEC	12/31/2023			(5,053.99)								159,029.46	
313009,	RECLASS MATERIAL USE	12/31/2023											8,238.49	
401798,	RECORD BERKLEY MED	1/31/2024												
401910,	EQUIPMENT USAGE JAN	1/31/2024											195,103.51	
401909,	MATERIAL USE JAN	1/31/2024											1,279.09	
402356,	POSTAGE USE FEB	2/29/2024												1,417.47
402357,	COPIES BLACK FEB	2/29/2024												901.00
402358,	COPIES COLOR FEB	2/29/2024												1,215.18
402359,	PUBLIC HEALTH PHOTOCOPY	2/29/2024												164.16
403009,	WEED RENT TO AIRPORT	2/29/2024												
401912,	TRANS FOR CASH SHORTAGE	1/31/2024						########						
402361,	RECLASS RTA	2/28/2024												
402372,	REC MED/DEN/FLEX/Rx CHECKS FEB	2/29/2024												
	Record EFT													
APV,	AP Voids 8/23/23 - 09/19/23													
AP,	AP CLEARING February	2/29/2024	(138,536.67)		(11,868.59)			########		(4,309.51)			(151,883.90)	(36,830.02)
GBI,	LANDFILL INTERFUND CHARGES													
402342,	NET PAYROLL TRANSFER	2/29/2024												
PRJ(GNI),	Payroll Import January @14 FEB 24 JN	1/31/2024	(17,352.53)		(64,733.93)					(815.90)			(81,666.59)	(44,866.25)
PRJ(GNI),	Payroll Import													
UBB,	1ST Q WATER SEWER TRANSFERS													
	TOTALS		(155,940.49)	-	(109,177.27)	-	-	########	-	(5,125.41)	-	-	305,167.07	(21,987.21)

GUNNISON COUNTY, COLORADO
JOURNAL ENTRY CASH TRANSFERS
FOR THE MONTH ENDING:
February-24

JE's	Description	Finance Business Date	**90** Health Insurance 90 11900	90 Health Claims Clearing 90 11101	**91** Marketing District 91 11900	**92** Transportation Authority 92 11900	**93** Public Trustee 93 11900	**95** Accounts Pay Clearing 95 11121	95 Payroll Clearing 95 11122
402019,	STND1: VEHICLE/EQUIPMENT RENT	2/28/2024							
402020,	STND2: BUDGETED INTERFUND TRANSFERS	2/28/2024			(3,708.44)	(26,101.67)			
402021,	STND3: MAPPING SYSTEM CHARGES	2/28/2024							
402022,	STND4: TELEPHONE/FAX SYSTEM CHARGES	2/28/2024					(37.50)		
402023,	STND5: COMPUTER SYSTEM CHARGES	2/28/2024					(195.83)		
311671,	MATERIAL USE NOV	11/30/2023							
311672,	EQUIPMENT USE NOV	11/30/2023							
312711,	MATERIAL USE DEC	12/31/2023							
312712,	EQUIPMENT USE DEC	12/31/2023							
313009,	RECLASS MATERIAL USE	12/31/2023							
401798,	RECORD BERKLEY MED	1/31/2024	181,938.18	(181,938.18)					
401910,	EQUIPMENT USAGE JAN	1/31/2024							
401909,	MATERIAL USE JAN	1/31/2024							947,050.36
402356,	POSTAGE USE FEB	2/29/2024							
402357,	COPIES BLACK FEB	2/29/2024							
402358,	COPIES COLOR FEB	2/29/2024							
402359,	PUBLIC HEALTH PHOTOCOPY	2/29/2024							
403009,	WEED RENT TO AIRPORT	2/29/2024							
401912,	TRANS FOR CASH SHORTAGE	1/31/2024							
402361,	RECLASS RTA	2/28/2024				75,000.00			
402372,	REC MED/DEN/FLEX/Rx CHECKS FEB	2/29/2024	(299,206.35)	308,602.23					
	Record EFT								
APV,	AP Voids 8/23/23 - 09/19/23								
AP,	AP CLEARING February	2/29/2024	(56,962.98)		(552,079.00)	(531,293.82)		5,254,408.42	
GBI,	LANDFILL INTERFUND CHARGES								
402342,	NET PAYROLL TRANSFER	2/29/2024							
PRJ(GNI),	Payroll Import January @14 FEB 24 JN	1/31/2024	234,940.45				(3,967.26)		########
PRJ(GNI),	Payroll Import								
UBB,	1ST Q WATER SEWER TRANSFERS								
	TOTALS		60,709.30	126,664.05	(555,787.44)	(482,395.49)	(4,200.59)	5,254,408.42	########

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Sales Tax and Local Marketing Tax; January 2024

Action Requested: Discussion

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

January 2024 Sales Tax and Local Marketing Tax

Fiscal Impact: See reports.

Submitted by: Lupita Halligan **Submitter's Email Address:** lhalligan@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 3/13/2024

County Attorney Review: ( ) Required (●) Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required Yes ( ) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/14/2024

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 1

Agenda Date: 3/19/2024

Revised April 2015

Gunnison County, Colorado
Total Taxable Sales
For the Year Ended 12/31/24

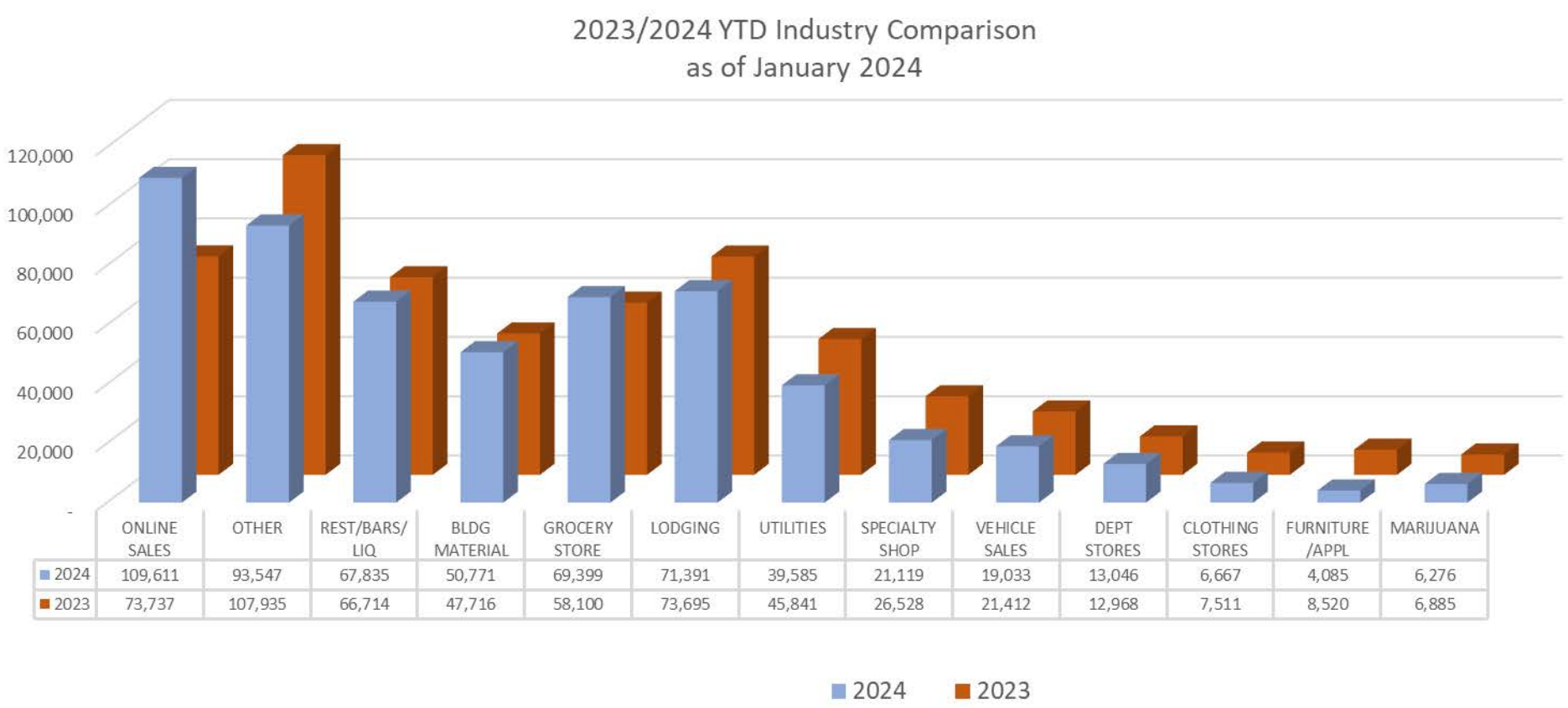
Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
City of Gunnison	18,333,426												18,333,426
Crested Butte	13,813,046												13,813,046
Mt. Crested Butte	7,828,497												7,828,497
Marble	123,756												123,756
Pitkin	89,194												89,194
Unincorporated	17,048,736												17,048,736
TOTAL TAXABLE SALES	57,236,655	0	0	0	0	0	0	0	0	0	0	0	57,236,655
Computed 1% Sales Tax	**572,366.55**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**572,367**
% Incr(Decr) of 2024 over 2023	**2.66%**												

Gunnison County, Colorado
Total Taxable Sales
For the Year Ended 12/31/23

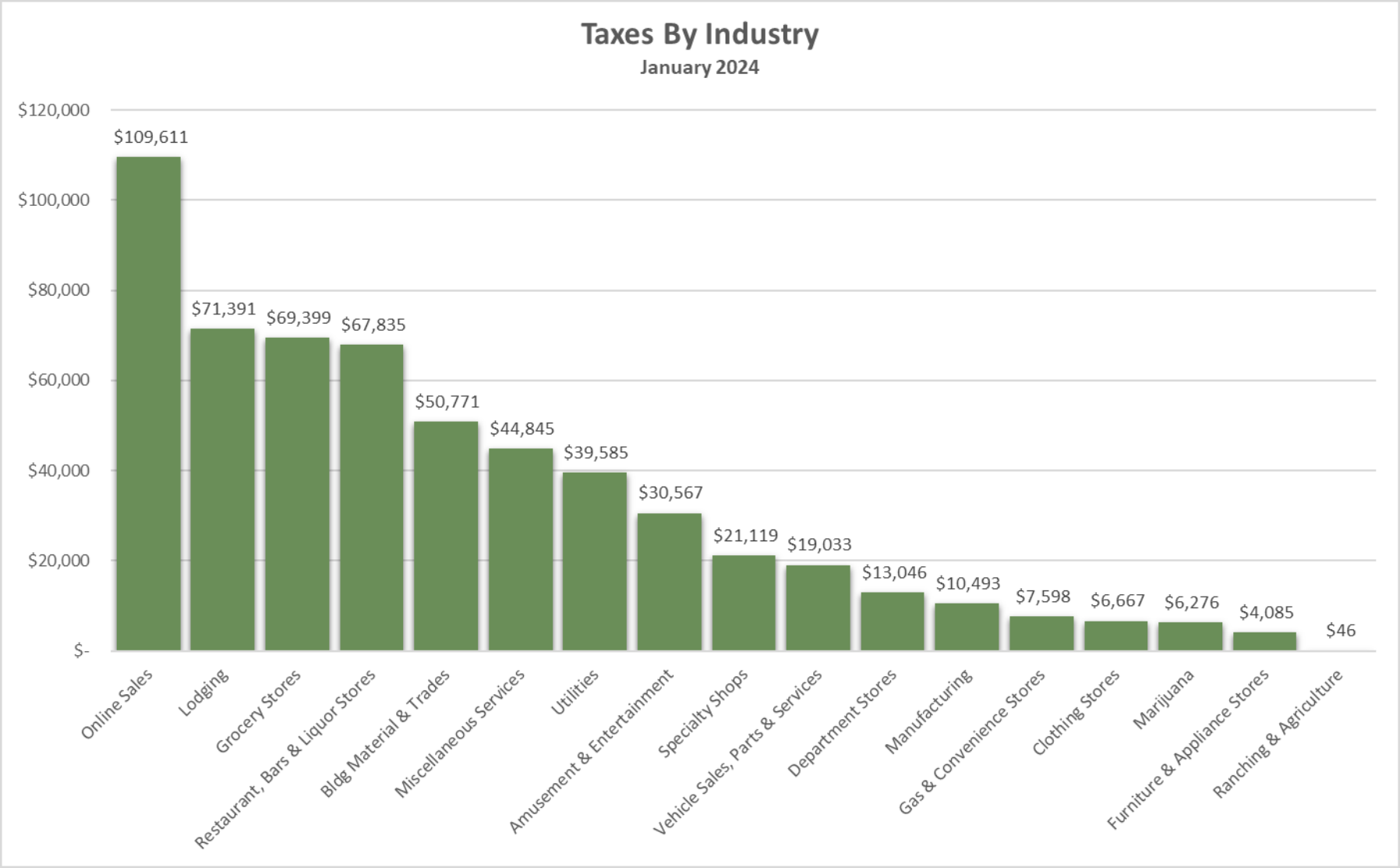
Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
City of Gunnison	17,862,988	18,321,543	19,691,239	16,061,087	18,892,531	24,906,638	28,787,334	30,054,958	23,838,013	20,402,752	18,155,631	20,581,787	257,556,501
Crested Butte	15,075,290	15,248,551	17,712,670	6,217,119	8,538,003	14,222,157	23,021,002	17,145,443	14,468,793	9,644,189	8,345,103	14,906,740	164,545,060
Mt. Crested Butte	8,468,197	10,268,039	10,841,913	2,300,815	1,762,104	3,475,304	8,054,444	4,954,151	3,394,676	2,339,764	2,237,863	6,985,254	65,082,524
Marble	131,754	67,728	87,331	79,408	243,675	386,138	639,387	421,545	584,264	329,568	72,912	92,606	3,136,316
Pitkin	55,308	42,949	45,531	65,200	94,704	339,388	592,807	306,519	273,533	123,238	230,205	71,707	2,241,089
Unincorporated	14,162,533	14,506,071	17,251,665	14,303,145	15,729,974	20,795,994	24,961,795	25,812,830	26,587,137	19,479,397	18,311,671	21,008,929	232,911,141
TOTAL TAXABLE SALES	55,756,070	58,454,881	65,630,349	39,026,774	45,260,991	64,125,619	86,056,769	78,695,446	69,146,416	52,318,908	47,353,385	63,647,023	725,472,631
Computed 1% Sales Tax	**557,560.70**	**584,548.81**	**656,303.49**	**390,267.74**	**452,609.91**	**641,256.19**	**860,567.69**	**786,954.46**	**691,464.16**	**523,189.08**	**473,533.85**	**636,470.23**	**7,254,726**
% Incr(Decr) of 2023 over 2022	**7.68%**	**9.17%**	**3.44%**	**-0.66%**	**1.04%**	**-5.60%**	**11.60%**	**4.70%**	**4.91%**	**2.39%**	**4.03%**	**2.47%**	**3.98%**

GUNNISON COUNTY ONLY
SALES TAX REVENUE COMPARISONS

YEAR		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Year to Date	*Budgeted Sales Tax Revenue And % YTD Actual / TTL Budgeted*
2024	Current Month TOTAL															
	COUNTY REVENUE	$ 345,783.95												$ 345,783.95	$ 345,783.95	$ 4,200,000.00
	% Change over previous year (monthly)	6.42%													6.42%	8.23%
2023	Current Month TOTAL															
	COUNTY REVENUE	$ 324,932.02	$ 340,143.76	$ 389,749.07	$ 241,988.60	$ 280,293.83	$ 399,947.07	$ 530,431.82	$ 497,880.38	$ 454,006.77	$ 334,330.53	$ 303,664.28	$ 398,618.76	$ 4,495,986.86	$ 324,932.02	$ 3,933,000.00
	% Change over previous year (monthly)	10.94%	14.37%	7.64%	5.16%	3.91%	-5.74%	13.91%	10.04%	11.74%	4.76%	6.66%	5.38%		10.94%	8.26%
2022	Current Month TOTAL															
	COUNTY REVENUE	$ 292,877.63	$ 297,416.68	$ 362,082.96	$ 230,106.96	$ 269,739.85	$ 424,310.00	$ 465,675.27	$ 452,474.33	$ 406,304.46	$ 319,127.94	$ 284,705.38	$ 378,279.99	$ 4,183,101.45	$ 292,877.63	$ 3,406,600.00
	% Change over previous year (monthly)	25.29%	15.33%	24.83%	15.44%	15.78%	17.74%	13.57%	24.06%	9.13%	16.78%	13.59%	15.90%		25.29%	8.60%
2021	Current Month TOTAL															
	COUNTY REVENUE	$ 233,764.43	$ 257,877.27	$ 290,061.24	$ 199,331.52	$ 232,967.59	$ 360,365.64	$ 410,033.18	$ 364,717.53	$ 372,329.35	$ 273,280.66	$ 250,647.04	$ 326,388.65	$ 3,571,764.10	$ 233,764.43	$ 3,406,600.00
	% Change over previous year (monthly)	10.45%	19.35%	71.68%	39.31%	36.67%	43.26%	22.38%	19.85%	14.40%	14.65%	22.07%	9.15%		10.45%	6.86%
2020	Current Month TOTAL															
	COUNTY REVENUE	$ 211,645.49	$ 216,060.62	$ 168,955.20	$ 143,088.55	$ 170,460.34	$ 251,543.96	$ 335,046.12	$ 304,308.97	$ 325,464.58	$ 238,366.46	$ 205,331.59	$ 299,015.41	$ 2,869,287.29	$ 211,645.49	$ 2,364,672.12
	% Change over previous year (monthly)	24.45%	29.42%	-3.86%	8.26%	19.46%	6.12%	6.06%	11.54%	31.38%	18.14%	14.22%	14.84%		24.45%	8.95%
2019	Current Month TOTAL															
	COUNTY REVENUE	$ 170,067.96	$ 166,941.31	$ 175,741.46	$ 132,172.13	$ 142,697.59	$ 237,026.29	$ 315,888.42	$ 272,815.87	$ 247,730.77	$ 201,759.56	$ 179,763.86	$ 260,373.24	$ 2,502,978.46	$ 170,067.96	$ 2,110,144.44
	% Change over previous year (monthly)	6.96%	12.89%	4.28%	9.95%	-0.24%	10.74%	11.84%	16.86%	-10.43%	26.89%	43.45%	33.69%		6.96%	8.06%
2018	Current Month TOTAL															
	COUNTY REVENUE	$ 158,998.15	$ 147,877.26	$ 168,534.55	$ 120,215.15	$ 143,035.31	$ 214,044.30	$ 282,456.83	$ 233,447.74	$ 276,580.27	$ 159,001.17	$ 125,310.95	$ 194,759.60	$ 2,224,261.28	$ 158,998.15	$ 1,924,050.00
	% Change over previous year (monthly)	14.07%	0.56%	-3.97%	24.93%	24.08%	16.38%	25.51%	-2.42%	37.65%	12.47%	7.25%	6.80%		14.07%	8.26%
2017	Current Month TOTAL															
	COUNTY REVENUE	$ 139,392.05	$ 147,046.94	$ 175,494.85	$ 96,225.07	$ 115,278.76	$ 183,923.35	$ 225,051.99	$ 239,240.43	$ 200,934.31	$ 141,366.34	$ 116,835.75	$ 182,355.98	$ 1,963,145.82	$ 139,392.05	$ 1,838,400.00
	% Change over previous year (monthly)	11.37%	-9.78%	11.44%	-7.80%	5.38%	1.77%	-4.98%	4.68%	6.87%	17.47%	22.18%	5.95%		11.37%	7.58%
2016	Current Month TOTAL															
	COUNTY REVENUE	$ 125,157.30	$ 162,978.56	$ 157,480.34	$ 104,370.28	$ 109,392.20	$ 180,729.23	$ 236,844.80	$ 228,536.23	$ 188,023.92	$ 120,347.56	$ 95,627.52	$ 172,116.30	$ 1,881,604.24	$ 125,157.30	$ 1,838,000.00
	% Change over previous year (monthly)	-1.20%	29.56%	4.72%	21.85%	6.55%	9.49%	2.63%	16.62%	-4.53%	6.42%	-4.80%	4.24%		-1.20%	6.81%
2015	Current Month TOTAL															
	COUNTY REVENUE	$ 126,678.67	$ 125,794.53	$ 150,379.22	$ 85,651.79	$ 102,663.54	$ 165,070.67	$ 230,768.25	$ 195,967.70	$ 196,937.46	$ 113,087.50	$ 100,454.29	$ 165,122.68	$ 1,758,576.30	$ 126,678.67	$ 1,590,000.00
	% Change over previous year (monthly)	13.93%	13.06%	10.63%	7.12%	3.16%	11.09%	6.21%	7.35%	8.53%	4.87%	4.44%	8.69%		13.93%	7.97%
2014	Current Month TOTAL															
	COUNTY REVENUE	$ 111,193.82	$ 111,264.35	$ 135,936.02	$ 79,959.58	$ 99,519.75	$ 148,591.26	$ 217,271.71	$ 182,557.86	$ 181,452.74	$ 107,834.56	$ 96,183.39	$ 151,915.60	$ 1,623,680.64	$ 111,193.82	$ 1,472,000.00
	% Change over previous year (monthly)	0.79%	4.46%	4.02%	6.01%	8.73%	5.16%	7.10%	9.55%	23.01%	-0.72%	6.56%	9.74%		0.79%	7.55%
2013	Current Month TOTAL															
	COUNTY REVENUE	$ 110,323.53	$ 106,514.20	$ 130,684.01	$ 75,428.71	$ 91,528.08	$ 141,300.06	$ 202,862.92	$ 166,649.18	$ 147,508.85	$ 108,616.50	$ 90,259.56	$ 138,427.93	$ 1,510,103.53	$ 110,323.53	$ 1,425,560.00
	% Change over previous year (monthly)	18.70%	-3.76%	12.39%	-3.09%	-2.68%	-2.80%	11.87%	17.96%	11.21%	13.03%	2.22%	5.56%		18.70%	7.74%
2012	Current Month TOTAL															
	COUNTY REVENUE	$ 92,940.69	$ 110,678.57	$ 116,280.84	$ 77,835.01	$ 94,048.48	$ 145,374.41	$ 181,344.11	$ 141,276.47	$ 132,636.58	$ 96,095.54	$ 88,302.36	$ 131,131.54	$ 1,407,944.60	$ 92,940.69	$ 1,329,266.00
	% Change over previous year (monthly)	-5.63%	11.73%	-2.46%	8.75%	16.00%	21.77%	2.09%	-10.04%	0.67%	5.01%	3.11%	-7.50%		-5.63%	6.99%
2011	Current Month TOTAL															
	COUNTY REVENUE	$ 98,483.50	$ 99,062.88	$ 119,211.37	$ 71,571.55	$ 81,077.59	$ 119,386.11	$ 177,639.68	$ 157,047.23	$ 131,749.00	$ 91,514.44	$ 85,637.00	$ 141,760.78	$ 1,374,141.13	$ 98,483.50	$ 1,314,611.00



	ONLINE SALES	OTHER	REST/BARS/ LIQ	BLDG MATERIAL	GROCERY STORE	LODGING	UTILITIES	SPECIALTY SHOP	VEHICLE SALES	DEPT STORES	CLOTHING STORES	FURNITURE /APPL	MARIJUANA
2024	109,611	93,547	67,835	50,771	69,399	71,391	39,585	21,119	19,033	13,046	6,667	4,085	6,276
2023	73,737	107,935	66,714	47,716	58,100	73,695	45,841	26,528	21,412	12,968	7,511	8,520	6,885


Taxes By Industry
January 2024
$120,000
$100,000
$80,000
$60,000
$40,000
$20,000
$-
$109,611
$71,391
$69,399
$67,835
$50,771
$44,845
$39,585
$30,567
$21,119
$19,033
$13,046
$10,493
$7,598
$6,667
$6,276
$4,085
$46
Online Sales
Lodging
Grocery Stores
Restaurant, Bars & Liquor Stores
Bldg Material & Trades
Miscellaneous Services
Utilities
Amusement & Entertainment
Specialty Shops
Vehicle Sales, Parts & Services
Department Stores
Manufacturing
Gas & Convenience Stores
Clothing Stores
Marijuana
Furniture & Appliance Stores
Ranching & Agriculture

GUNNISON COUNTY

Taxes by Industry and Jurisdiction

January 2024

	ALMONT	CRESTED BUTTE	GUNNISON	MARBLE	MT. CRESTED BUTTE	OHIO CITY	PARLIN	PITKIN	POWDERHORN	REM OF CNTY	SOMERSET	TINCUP	**Grand Total**
Amusement & Entertainment	-	11,520.64	4,345.89	-	10,086.02	0.76	-	16.09	-	4,597.22	0.23	-	30,566.85
Bldg Material & Trades	-	19,150.47	23,321.35	5.42	632.57	-	-	367.63	-	7,070.65	222.99	-	50,771.08
Clothing Stores	-	3,642.84	625.14	-	2,387.80	1.32	-	2.71	-	6.99	-	-	6,666.80
Department Stores	0.84	-	13,043.58	-	-	-	-	-	1.56	0.16	-	-	13,046.14
Furniture & Appliance Stores	-	1,637.65	1,067.37	28.10	132.43	9.18	-	0.01	-	1,190.13	20.17	-	4,085.04
Grocery Stores	-	14,415.94	54,853.79	-	11.18	-	-	-	-	118.28	-	-	69,399.19
Lodging	1,106.46	11,648.31	6,191.95	103.23	41,872.18	97.15	-	197.47	22.85	10,151.07	-	-	71,390.67
Manufacturing	-	6,467.56	1,617.94	0.22	491.81	2.02	-	-	-	(87.38)	2,000.42	-	10,492.59
Marijuana	-	2,858.64	3,417.77	-	-	-	-	-	-	-	-	-	6,276.41
Miscellaneous Services	(25.28)	14,205.28	13,125.79	3.91	9,695.93	0.24	0.02	73.56	-	6,849.47	915.74	-	44,844.66
Online Sales	-	-	-	-	-	-	-	-	-	109,611.22	-	-	109,611.22
Ranching & Agriculture	-	-	45.59	-	-	-	-	-	-	-	-	-	45.59
Specialty Shops	2.09	7,192.26	7,408.27	794.88	581.48	1.13	-	0.01	0.27	4,148.34	989.96	0.48	21,119.17
Utilities	24.76	5,261.12	10,498.31	276.92	7,710.07	15.72	1.20	234.46	-	15,539.86	22.59	-	39,585.01
Vehicle Sales, Parts & Services	0.17	1,322.56	14,150.54	24.03	35.36	-	-	-	-	3,405.41	95.11	-	19,033.18
Restaurant, Bars & Liquor Stores	-	37,696.25	24,314.39	0.85	4,648.14	-	-	-	-	1,175.80	-	-	67,835.43
Gas & Convenience Stores	-	1,110.94	5,306.59	-	-	-	-	-	-	244.56	935.43	-	7,597.52
Grand Total	1,109.04	138,130.46	183,334.26	1,237.56	78,284.97	127.52	1.22	891.94	24.68	164,021.78	5,202.64	0.48	572,366.55

GUNNISON COUNTY

COMPARATIVE MARKETING DISTRICT TAX FIGURES

YEAR	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2024														
Current Month Net Collection	302,223.00													
Marble Only Collections	*233.00*													
Non Marble Collections	*301,990.00*													
Interest Credit	98.00													
Program Cost	454.95													
Current Total Distribution	$ 302,775.95	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 302,775.95	$ 302,775.95
% Change over previous year (cumulative)	*-5.02%*													
YEAR	***Jan***	***Feb***	***Mar***	***Apr***	***May***	***Jun***	***Jul***	***Aug***	***Sep***	***Oct***	***Nov***	***Dec***	***Totals***	***Year to Date***
2023														
Current Month Net Collection	318,489.00	327,208.00	432,664.00	96,286.00	124,021.56	302,137.15	498,398.00	356,485.00	452,768.00	217,535.00	126,389.00	344,122.00		
Marble Only Collections	*584.00*	*(362.00)*	*926.00*	*318.00*	*600.00*	*2,512.00*	*2,919.00*	*1,950.00*	*5,775.00*	*1,270.00*	*564.00*	1,397.00		
Non Marble Collections	*317,905.00*	*327,570.00*	*431,738.00*	*95,968.00*	*123,421.56*	*299,625.15*	*495,479.00*	*354,535.00*	*446,993.00*	*216,265.00*	*125,825.00*	*342,725.00*		
Interest Credit	(12.00)	33.00	3.00	2.00	20.00	20.00	2.00	58.00	2.00	835.00	100.00	85.00		
Program Cost	297.21	423.69	445.61	385.57	443.27	(9,892.82)	64.59	830.24	725.82	978.84	557.45	326.12		
Current Total Distribution	$ 318,774.21	$ 327,664.69	$ 433,112.61	$ 96,673.57	$ 124,484.83	$ 292,264.33	$ 498,464.59	$ 357,373.24	$ 453,495.82	$ 219,348.84	$ 127,046.45	$ 344,533.12	$ 3,593,236.30	$ 318,774.21
% Change over previous year (cumulative)	*-2.64%*	*-3.44%*	*-13.46%*	*-11.88%*	*-10.70%*	*-10.76%*	*-7.64%*	*-6.67%*	*-3.44%*	*-2.45%*	*-1.86%*	*-1.38%*	-1.38%	
YEAR	***Jan***	***Feb***	***Mar***	***Apr***	***May***	***Jun***	***Jul***	***Aug***	***Sep***	***Oct***	***Nov***	***Dec***	***Totals***	***Year to Date***
2022														
Current Month Net Collection	327,256.87	341,717.00	577,721.00	87,056.10	121,610.00	339,371.96	479,361.88	358,736.24	381,448.90	193,738.00	109,755.00	332,544.60		
Interest Credit	35.00	199.00	11.00	-	1.00	14.00	0.43	64.00	10.00	193.00	31.00	358.00		
Program Cost	142.12	151.65	226.31	233.30	283.10	(11,062.93)	-	680.39	473.44	531.90	308.52	144.32		
Current Total Distribution	$ 327,433.99	$ 342,067.65	$ 577,958.31	$ 87,289.40	$ 121,894.10	$ 328,323.03	$ 479,362.31	$ 359,480.63	$ 381,932.34	$ 194,462.90	$ 110,094.52	$ 333,046.92	$ 3,643,346.10	$ 327,433.99
% Change over previous year (cumulative)	*28.01%*	*15.91%*	*27.14%*	*24.01%*	*22.46%*	*14.20%*	*10.90%*	*8.92%*	*5.85%*	*6.32%*	*4.94%*	*4.39%*	4.39%	
YEAR	***Jan***	***Feb***	***Mar***	***Apr***	***May***	***Jun***	***Jul***	***Aug***	***Sep***	***Oct***	***Nov***	***Dec***	***Totals***	***Year to Date***
2021														
Current Month Net Collection	255,042.00	321,507.97	403,453.78	95,007.06	112,838.00	382,996.00	477,760.19	366,672.97	430,405.84	169,882.50	144,361.00	335,304.63		
Interest Credit	600.00	132.01	15.41	(2.15)	69.00	1,499.00	883.00	259.98	236.00	13.00	67.00	241.00		
Program Cost	151.86	162.18	122.38	156.13	212.09	(11,000.42)	159.94	211.39	203.26	194.87	113.99	66.65		
Current Total Distribution	$ 255,793.86	$ 321,802.16	$ 403,591.57	$ 95,161.04	$ 113,119.09	$ 373,494.58	$ 478,803.13	$ 367,144.34	$ 430,845.10	$ 170,090.37	$ 144,541.99	$ 335,612.28	$ 3,489,999.51	$ 255,793.86
% Change over previous year (cumulative)	*32.88%*	*40.50%*	*64.94%*	*60.58%*	*70.92%*	*78.01%*	*65.77%*	*56.82%*	*49.45%*	*46.60%*	*46.37%*	*43.19%*	43.19%	
YEAR	***Jan***	***Feb***	***Mar***	***Apr***	***May***	***Jun***	***Jul***	***Aug***	***Sep***	***Oct***	***Nov***	***Dec***	***Totals***	***Year to Date***
2020														
Current Month Net Collection	192,337.20	217,689.00	183,515.22	56,203.66	30,274.48	188,258.70	358,038.00	304,201.02	363,812.00	152,657.98	101,914.10	282,110.00		
Interest Credit	15.00	698.00	44.48	19,104.76	(4,667.50)	(177.60)	247.00	30.00	17.00	26.00	1.00	27.00		
Program Cost	147.97	216.53	198.04	107.88	44.20	(5,983.34)	(4,596.45)	190.91	176.62	216.70	118.97	60.01		
Current Total Distribution	$ 192,500.17	$ 218,603.53	$ 183,757.74	$ 75,416.30	$ 25,651.18	$ 182,097.76	$ 353,688.55	$ 304,421.93	$ 364,005.62	$ 152,900.68	$ 102,034.07	$ 282,197.01	$ 2,437,274.54	$ 192,500.17
% Change over previous year (cumulative)	*5.75%*	*14.23%*	*4.43%*	*-0.06%*	*-6.11%*	*-7.23%*	*-1.96%*	*1.44%*	*6.08%*	*8.70%*	*9.33%*	*11.38%*	11.38%	
	Jan	***Feb***	***Mar***	***Apr***	***May***	***Jun***	***Jul***	***Aug***	***Sep***	***Oct***	***Nov***	***Dec***	***Totals***	***Year to Date***
2019														
Current Month Net Collection	181,759.69	177,578.30	209,047.39	100,724.00	70,191.13	207,441.00	309,188.00	257,693.50	276,461.20	96,836.07	82,106.00	216,810.00		
Interest Credit	152.00	84.00	509.00	7.00	172.00	254.02	459.00	20.32	133.00	394.20	156.00	272.00		
Program Cost	128.08	176.76	184.79	333.11	165.11	(2,443.33)	226.15	312.87	309.59	252.98	144.90	65.56		
Current Total Distribution	$ 182,039.77	$ 177,839.06	$ 209,741.18	$ 101,064.11	$ 70,528.24	$ 205,251.69	$ 309,873.15	$ 258,026.69	$ 276,903.79	$ 97,483.25	$ 82,406.90	$ 217,147.56	$ 2,188,305.39	$ 182,039.77
% Change over previous year (cumulative)	*20.51%*	*18.14%*	*7.37%*	*14.17%*	*10.98%*	*1.14%*	*0.56%*	*1.54%*	*0.29%*	*0.63%*	*1.63%*	*2.63%*	2.63%	

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2018														
Current Month Net Collection	150,988.25	153,443.94	225,700.97	56,842.31	80,200.55	267,369.77	313,268.01	241,735.29	294,313.53	90,622.93	62,462.92	191,652.50		
Interest Credit	4.00	25.00	30.00	4.64	88.00	3,069.00	20.00	52.00	43.00	18.74	24.00	953.40		
Program Cost	71.70	93.54	160.38	88.55	110.11	(2,467.14)	185.13	298.14	303.93	227.89	139.41	72.74		
Current Total Distribution	$ 151,063.95	$ 153,562.48	$ 225,891.35	$ 56,935.50	$ 80,398.66	$ 267,971.63	$ 313,473.14	$ 242,085.43	$ 294,660.46	$ 90,869.56	$ 62,626.33	$ 192,678.64	$ 2,132,217.13	$ 151,063.95
% Change over previous year (cumulative)	*15.06%*	*8.18%*	*12.14%*	*-1.92%*	*1.85%*	*14.14%*	*14.88%*	*13.40%*	*14.18%*	*11.43%*	*12.48%*	*11.68%*	11.68%	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2017														
Current Month Net Collection	131,226.92	150,242.13	191,385.00	125,552.00	56,447.40	166,343.60	267,468.40	227,437.04	248,807.60	118,126.46	40,002.34	184,745.32		
Interest Credit	22.00	16.00	8.00	310.00	103.00	40.00	55.00	19.00	56.00	1,820.00	(13.00)	59.00		
Program Cost	41.65	54.80	89.05	-	228.03	(2,234.71)	109.46	162.93	196.53	188.83	61.55	52.41		
Current Total Distribution	$ 131,290.57	$ 150,312.93	$ 191,482.05	$ 125,862.00	$ 56,778.43	$ 164,148.89	$ 267,632.86	$ 227,618.97	$ 249,060.13	$ 120,135.29	$ 40,050.89	$ 184,856.73	$ 1,909,229.74	$ 131,290.57
% Change over previous year (cumulative)	*-14.99%*	*-11.93%*	*-2.37%*	*1.95%*	*3.02%*	*6.33%*	*4.67%*	*6.62%*	*7.27%*	*10.32%*	*9.96%*	*10.28%*	10.28%	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2016														
Current Month Net Collection	154,255.38	165,229.45	164,669.00	102,875.15	48,926.71	136,784.96	266,986.96	194,346.00	224,387.82	68,581.00	41,202.00	163,034.63		
Interest Credit	150.33	58.23	47.67	52.26	26.00	(8.67)	740.68	44.00	55.90	25.00	176.30	24.00		
Program Cost	30.27	39.21	71.30	22.48	74.79	(2,248.68)	204.62	62.87	238.92	95.47	46.19	21.84		
Current Total Distribution	$ 154,435.98	$ 165,326.89	$ 164,787.97	$ 102,949.89	$ 49,027.50	$ 134,527.61	$ 267,932.26	$ 194,452.87	$ 224,682.64	$ 68,701.47	$ 41,424.49	$ 163,080.47	$ 1,731,330.04	$ 154,435.98
% Change over previous year (cumulative)	*48.61%*	*40.79%*	*10.92%*	*24.08%*	*22.90%*	*18.62%*	*17.77%*	*13.06%*	*12.09%*	*11.70%*	*11.88%*	*14.85%*	14.85%	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2015														
Current Month Net Collection	103,887.62	123,026.98	209,636.18	36,499.60	44,147.00	133,997.56	231,925.85	208,642.67	209,796.56	65,936.00	34,600.13	105,526.52		
Interest Credit	20.00	167.00	17.00	69.00	258.00	77.00	193.84	(2.00)	17.90	29.00	156.68	265.31		
Program Cost	11.58	-	84.66	52.12	57.69	(1,998.18)	53.61	99.39	93.77	65.97	45.03	13.03		
Current Total Distribution	$ 103,919.20	$ 123,193.98	$ 209,737.84	$ 36,620.72	$ 44,462.69	$ 132,076.38	$ 232,173.30	$ 208,740.06	$ 209,908.23	$ 66,030.97	$ 34,801.84	$ 105,804.86	$ 1,507,470.07	$ 103,919.20
% Change over previous year (cumulative)	*452.10%*	*608.71%*	*31.93%*	*39.95%*	*48.15%*	*17.49%*	*18.74%*	*20.42%*	*13.00%*	*13.44%*	*13.37%*	*8.87%*	8.87%	

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Treasurer's Reports

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Present Monthly and Investment reports

Fiscal Impact:

Submitted by: Debbie Dunbar **Submitter's Email Address:** ddunbar@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/14/2024

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 1

Agenda Date: 3/19/2024

Revised April 2015

TREASURER'S MONTHLY REPORT FOR FEBRUARY 2024

FUNDS	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
COUNTY FUNDS	**$**	**$**	**$**	**$**
Due from Tre-County General	9,142,248.43	4,591,612.82	(7,567,198.79)	6,166,662.46
Due from Tre-Road & Bridge	3,744,349.53	44,839.22	(791,236.41)	2,997,952.34
Due from Tre-Human Services	899,965.08	176,246.47	(167,297.68)	908,913.87
Due from Tre-Public Health Agency	450,502.19	26,717.28	(194,452.20)	282,767.27
Due from Tre-Conservation Trust	264,262.31	461.99	-	264,724.30
Due from Tre-Bond Fund	452,336.17	787.29	(2,000.00)	451,123.46
Due from Tre-Airport	130,211.02	136,078.20	(210,562.67)	55,726.55
Due from Tre-Sales Tax	5,334,909.71	16,175.78	(161,297.56)	5,189,787.93
Due from Tre-Land Preservation	1,464,030.84	2,559.47	-	1,466,590.31
Due from Tre-Mosquito	33,966.94	28,458.49	(1,178.53)	61,246.90
Due from Tre-Sage Grouse	281,842.84	486.43	(3,600.00)	278,729.27
Due from Tre-Risk Management	32,562.40	45.54	(6,514.66)	26,093.28
Due from Tre-Airport Construction	-	-	-	-
Due from Tre-Capital Projects	174,016.69	263.50	(23,290.40)	150,989.79
Due from Tre-Sewer	1,204,729.37	146,365.01	(93,143.09)	1,257,951.29
Due from Tre-Water	994,304.09	1,602.83	(155,940.49)	839,966.43
Due from Tre-Solid Waste	503,348.32	91,996.95	(110,088.77)	485,256.50
Due from Tre-Housing Authority	3,247,084.80	2,137,847.58	(270.28)	5,384,662.10
Due from Tre-Gunn Sr Housing	257,480.78	15,081.40	(5,125.41)	267,436.77
Due from Tre-Assisted Living	6,091.20	-	-	6,091.20
Due from Tre-Internal Service I	64,610.32	305,813.53	-	370,423.85
Due from Tre-Internal Service II	315,346.03	8,459.35	(25,066.59)	298,738.79
Due from Tre-Insurance Trust	1,744,596.43	82,422.33	-	1,827,018.76
Due from Tre-Local Marketing District	2,254,293.95	2,969.39	(555,787.44)	1,701,475.90
Due from Tre-Rural Trans Auth	5,293,500.87	17,091.47	(482,482.15)	4,828,110.19
Due from Tre-Public Trustee Agency	11,676.81	-	(4,200.59)	7,476.22
Due from Tre-Series 2010 Bond Reserve	-	-	-	-
Due from Tre-Terminal Construction	-	-	-	-
Due from Tre-Courthouse Renovation	-	-	-	-
Due from Tre-Series 2013 Bond Reserve	-	-	-	-
Due from Tre-Assessor Fees	-	425.00	(425.00)	-
Due from Tre-Treas Fees	-	376,156.77	(376,156.77)	-
Due from Tre-Health Claims	548,208.59	185,414.89	(417,168.99)	316,454.49
Due from Tre-Landfill Closure	1,247,500.39	2,180.92	-	1,249,681.31
Due from Tre-Landfill Cons Resv	1,534,969.69	2,683.49	-	1,537,653.18
Due from Tre-Payroll Clearing	30,000.00	2,322,996.28	(1,336,904.15)	1,016,092.13
Due from Tre-Sewer Reserve	196,037.74	-	-	196,037.74
Due from Tre-Water -Restricted	78,496.00	-	-	78,496.00
Due from Tre-Sr Housing Deposits	13,816.15	24.15	-	13,840.30
Due From Tre-Housing Authority Restricted Deposits	40,450.96	-	-	40,450.96
Due From Tre-Housing Authority Restricted Cash #2	274,820.99	-	-	274,820.99
Due from Tre-Accounts Payable Clearing	1,248,142.93	5,255,158.42	(5,211,364.37)	1,291,936.98
Due from Tre-Finance Revenue Clearing	-	2,264,948.81	-	2,264,948.81
Due from Tre-Water Resource	48,505.55	84.80	-	48,590.35
Due from Tre-Workforce Impact Fees	388,540.17	679.26	-	389,219.43
Due from Tre-Living Community	8,273.88	322,475.28	(13,894.23)	316,854.93
COUNTY FUNDS TOTAL	43,960,030.16	18,567,610.39	(17,916,647.22)	44,610,993.33
CITIES AND TOWNS	**$**	**$**	**$**	**$**
Due from Tre-Crested Butte General	8,803.67	110,379.76	(10,841.04)	108,342.39
Due from Tre-Crested Butte Street/Alley	10,746.31	438,076.50	(23,888.64)	424,934.17
Due from Tre-Gunnison City General	6,898.09	160,482.57	(10,043.44)	157,337.22
Due from Tre-Marble General	611.58	13,885.29	(884.97)	13,611.90
Due from Tre-Mt Crested Butte General	12,445.73	675,107.85	(88,299.71)	599,253.87
Due from Tre-Pitkin General	445.14	11,495.75	(671.58)	11,269.31
CITIES AND TOWNS TOTAL	39,950.52	1,409,427.72	(134,629.38)	1,314,748.86
SCHOOLS	**$**	**$**	**$**	**$**
Due from Tre-Gunn RE1J Gen	260,929.47	6,074,549.81	(380,095.04)	5,955,384.24
Due from Tre-Gunn RE1J Bond	79,084.80	3,081,347.25	(133,422.77)	3,027,009.28
Due from Tre-Delta 50J General	6,615.93	111,341.16	(6,870.48)	111,086.61
Due from Tre-Delta 50J Bond	48.35	15,551.31	(48.35)	15,551.31
Due from Tre-Montrose RE1J General	4,638.40	61,108.78	(5,497.65)	60,249.53
Due from Tre-Montrose RE1J Bond	389.09	5,805.28	(478.56)	5,715.81
Due from Tre-Reij 2014 Mill Override	20,965.15	818,902.72	(37,417.41)	802,450.46

SCHOOLS TOTAL	372,671.19	10,168,606.31	(563,830.26)	9,977,447.24
IMPROVEMENT DISTRICTS	**$**	**$**	**$**	**$**
Due From Tre-Gunn Rising #2	112.43	35,132.40	(1,147.24)	34,097.59
Due From Tre-Gunn Rising #3	1.28	134.40	-	135.68
Due From Tre-Gunn Rising #4	1.79	2.49	-	4.28
Due from Tre-CO River Water CD	6,184.66	180,326.90	(14,574.89)	171,936.67
Due from Tre-Reserve MD2	1,600.17	65,922.97	(3,552.98)	63,970.16
Due from Tre-Mt Crested Butte DDA	7,150.54	447,227.10	(20,567.35)	433,810.29
Due from Tre-Bostwick Park Water CD	14.05	1,062.73	(45.45)	1,031.33
Due from Tre-Crawford Water CD	-	-	-	-
Due from Tre-Crested Butte South MD	3,838.04	188,179.13	(9,417.30)	182,599.87
Due from Tre-Mt CB Water/San	9,411.02	408,629.03	(54,954.30)	363,085.75
Due from Tre-East River Regional SD	1,408.50	34,908.40	(2,439.47)	33,877.43
Due from Tre-Cemetery	2,870.66	84,975.77	(5,384.67)	82,461.76
Due from Tre-Gunn Co Metro Rec Dist	11,178.31	346,727.33	(27,426.47)	330,479.17
Due from Tre-N Fork Water CD	112.21	1,200.47	(143.74)	1,168.94
Due from Tre-Skyland MD	13,901.12	262,348.71	(21,656.42)	254,593.41
Due from Tre-Upper Gunn Water CD	21,140.33	665,257.97	(52,451.97)	633,946.33
Due from Tre-Crested Butte Fire PD	52,807.05	1,757,193.64	(153,001.39)	1,656,999.30
Due from Tre-Gunn Co Fire PD	12,489.56	379,221.99	(23,845.25)	367,866.30
Due from Tre-Carbondale & Rural Fire PD	2,711.50	93,564.29	(5,479.09)	90,796.70
Due from Tre-Ragged Mt Fire PD	597.93	9,925.43	(876.02)	9,647.34
Due from Tre-Arrowhead Fire PD	1,444.49	26,942.19	(2,241.46)	26,145.22
Due From Tre-Library General Fund	25,916.57	785,395.25	(66,023.13)	745,288.69
Due From Tre-Reserve MD#2 BOND 2016A	4,814.98	188,355.52	(10,385.16)	182,785.34
Due From Tre-North Fork Ambulance Health Service Di	1,426.54	27,391.45	(2,195.25)	26,622.74
Due From Tre-Reserve MD #2 BOND 2016B	625.49	25,730.42	(1,387.74)	24,968.17
Due From Tre-Reserve MD #2 BOND 2016C	592.63	22,856.90	(1,269.73)	22,179.80
Due From Tre-Crested Butte Fire PD Bond	19,630.38	555,532.44	(51,306.62)	523,856.20
Due From Tre-Gunn Co Metro Rec North	13,494.42	434,520.16	(26,338.94)	421,675.64
IMPROVEMENT DISTRICTS TOTAL	215,476.65	7,028,665.48	(558,112.03)	6,686,030.10
MISC CONTROL	**$**	**$**	**$**	**$**
Due from Tre-Clerk & Recorder	620,664.66	804,559.30	(906,607.99)	518,615.97
Due from Tre-Clerk Sales Tax	-	76,888.78	(76,745.03)	143.75
Due from Tre-SOT	-	338,321.45	(338,321.45)	-
Due from Tre-State Auto	-	252,458.51	(252,458.51)	-
Due from Tre-Clerk ST Domestic Abuse	-	100.00	(100.00)	-
Due from Tre-Clerk State Registrar	-	252,473.51	(252,473.51)	-
Due from Tre-Clerk State Specific	-	-	-	-
Due from Tre- State Tech 2.00 Surcharge	-	620.00	(620.00)	-
Due from Tre-Range Improvement Dist 3	-	-	-	-
Due from Tre-Sheriff Commissary	13,657.55	-	-	13,657.55
Due from Tre-Inmate Trust	57,788.07	-	-	57,788.07
Due from Tre-Investment Interest	-	2,378,656.88	(2,378,656.88)	-
Due from Tre-Treas Deed	2,011.56	-	(71.05)	1,940.51
Due from Tre-Unused Remittances	431.84	772,678.27	(2,926.37)	770,183.74
Due from Tre-Elected Official Fees Clrg	11,495.52	37,269.30	(38,573.16)	10,191.66
Due from Tre-GV Regional Housing Authority	-	-	-	-
MISC CONTROL TOTAL	706,049.20	4,914,026.00	(4,247,553.95)	1,372,521.25
GRAND TOTALS	**45,294,177.72**	**42,088,335.90**	**(23,420,772.84)**	**63,961,740.78**

TO THE HONORABLE JONATHAN HOUCK , CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, IN THE STATE OF COLORADO:

The preceding is a full and accurate account of all moneys, received and disbursed, and all payments received in account thereof of every name and descriptions whatsoever in the office of the County Treasurer, within and for the aforesaid county for the month of February 2024.

Debbie Dunbar
Gunnison County Treasurer

DATE: _____

Jonathan Houck
Chairman of the Board of County Commissioners

Date Accepted: _____

Gunnison County Treasurer
Investment Report
29-Feb-24

CASH AND CHECKING	GL#	BALANCE	RATE		TYPE	MATURITY/LENGTH
Cash on Hand	1100	828,829.40			Cash	N/A
BMO	1101	6,650,531.11	0.00%		Chkg	N/A
BMO CC	1103	1,482,391.94	0.00%		Chkg	N/A
BMO MM	1104	9,026,536.17	3.57%		MMA	Mo
BMO Sheriff Account	1109	43,718.39	0.00%		check	n/a
Wells Fargo Warrant Clearing	1145	847,481.03	0.00%		Chkg	N/A
Wells Fargo Revenue Clearing	1147	649,318.19	0.00%		Chkg	Mo
Colotrust Plus	1118	3,092,873.48	5.57%		Pool	Mo
C-Safe	1121	2,874,423.07	5.57%		Pool	Mo
Community Banks of Colorado MM	1320	354,816.57 #	3.57%		MMA	Mo
Gunnison Bank and Trust	1102	154,161.68	0.00%		Chkg	N/A
Investment Clearing	1199	41,831.30	1.98%		MMA	Mo
TOTAL CASH AND CHECKING		26,046,912.33		40.72%		
INVESTMENTS						
Ally Bank GM42	1191	245,000.00	5.05%		CD	SA/Mat 3/23/26
American Express AD582	1214	236,160.15	3.40%		CD	M/MAT 6/29/27 5 YRS
Bank of Baroda HMT7	1260	221,911.44	0.65%		CD	SA/Mat 7/22/25 5 yrs
BMO Harris Bank XAN0	1259	225,628.83	0.55%		CD	Qtrly/Mat 7/29/24 yrs
BMW Bank AKJ2	1343	228,317.70	2.10%		CD	SA/Mat 9/15/21 4yr
Bridgewater Bank NJ60	1190	245,000.00	4.85%		CD	M/Mat 3/29/27
Capital One Bank RPN5	1271	228,196.43	1.45%		CD	SA/Mat 4/15/25 5 yrs
Capital One Bank USA HF75	1213	236,725.61	3.45%		CD	M/MAT 6/29/27 5 YRS
Celtic Bank RRH2	1306	233,356.86	1.85%		CD	SA/Mat 8/30/24 5 yr
Community Bank 5908	1202	252,718.92	1.30%		CD	Annually/ Mat 9/19/24
Community Bank 7786	1203	245,203.05	1.30%		CD	Annually/ Mat 9/19/24
Community Bank 1715	1159	245,000.00	4.89%		CD	Annually/ Mat 12/22/24
Discover Bank 3N361	1209	237,220.02	3.45%		CD	SA/ Mat 7/29/26
East Boston Savings PDL2	1254					matured
FFCB EMZW5	1233	456,750.00	0.73%		AG	SA/Mat 5/19/25 4 yrs callable
FFCB EPU29	1492	500,000.00	5.44%		AG	SA/MAT 1/9/29 5 yrs callabel
FFCE EPYE96	1157	500,000.00	5.93%		AG	SA/Mat 10/11/28 5 yrs callable
FFCB EMJT0	1245	438,456.90	0.60%		AG	SA/Mat 12/9/25 5 yrs callable
FFCB ENN89	1200	496,585.00	4.87%		AG	SA/Mat 9/28/26 4 yrs callable
FFCB ENV23	1198	498,810.00	5.48%		AG	SA/Mat 10/25/27 5 yrs callable
FFCB EPJ309	1491	250,000.00	5.38%		AG	SA/Mat 12/6/27 4 yrs callable
FHLB AUN59	1196	500,000.00	5.00%		AG	SA/Mat 1/28/27 4 yrs
FHLB AMDV1	1236	447,380.00	1.00%		AG	SA/Mat 5/12/26 5 yrs callable
FHLB AMDY5	1235	446,545.00	1.00%		AG	SA/Mat 5/20/26 5 yrs callable
FHLB AMJN3	1234	447,040.00	0.55%		AG	SA/Mat 5/26/26 5yrs callable
FHLB AMTQ5	1236	323,214.50	0.50%		AG	SA/Mat 12/30/24 4.6yrs callable
FHLB AMTZ5	1235	314,405.00	0.75%		AG	SA/Mat 11/28/25 4yrs callable
FHLB AMXJ6	1234	463,920.00	0.50%		AG	SA?Mat 9/30/24 3.25 yrs callable
FHLB ANG95	1227	446,265.00	0.50%		AG	SA/Mat 8/24/26 5 yrs callable
FHLB AR6F3	1219	471,560.00	2.00%		AG	SA/MAT 3/24/25 3 yrs callable
FHLB ARC33	1220	549,798.00	2.30%		AG	SA/MAT 3/29/27 5 yrs callable
FHLB ARUR0	1217	473,410.00	3.20%		AG	SA/MAT 5/10/27 5 YRS CALLABLE
FHLB AXXH6	1154	550,000.00	5.00%		AG	SA/Mat 12/6/28 5 yrscallable
FHLB ATBS5	1204	492,915.00	4.00%		AG	SA/MAT 9/29/26 5 YRS CALLABLE
FHLB ANJK7	1229	881,350.00	0.875%		AG	SA/Mat 8/25/26 5 yrs callable
FHLB AKWS1	1243	442,880.00	0.53%		AG	SA/Mat 2/17/26 5 yrs callable
FHLB ALA53	1244	443,540.00	0.60%		AG	SA/Mat 2/25/26 5 yrs callable
FHLB ALM43	1241	451,300.00	0.75%		AG	SA/MAT 9/30/25 4 YRS CALLABLE
FHLB ALMM3	1242	448,120.00	1.00%		AG	SA/MAT 3/30/26 5 YRS CALLABLE
FHLB ALV68	1240	448,560.00	1.03%		AG	SA/MAT 3/30/26 5 YRS CALLABLE
FHLB ALW26	1237	457,480.00	0.75%		AG	SA/MAT 4/22/25 4 YRS CALLABLE
FHLB APH40	1226	440,915.00	1.06%		AG	SA/MAT 10/21/26 5YRS CALLABLE
FHLB APLK9	1225	444,085.00	1.28%		AG	SA/MAT 10/28/26 5 YRS CALLABLE
FHLBB AQ5F6	1224	465,480.00	1.10%		AG	SA/ MAT 12/30/25 4 YRS CALLABLE
FHLBB AQFB4	1223	456,205.00	1.00%		AG	SA/ MAT 12/30/25 4 YRS CALLABLE
FHLB AR7M7	1221	466,835.00	2.00%		AG	SA/MAT 9/30/25 3 1/2 YRS callable
FHLB ASGP8	1215	499,035.00	4.10%		AG	SA/MAT 7/14/22 3 YRS CALLABLE
FHLB ATFW2	1206	498,880.00	4.15%		AG	SA/Mat 9/30/25 3 yrs Callable
FHLB AUUA0	1194	500,000.00	5.00%		AG	SA/MAT 2/9/28 5 yr callable
FHLB AUWR1	1193	500,000.00	5.25%		AG	SA/MAT 2/23/27 4 YRS callable
FHLB AUZU1	1192	500,000.00	5.50%		AG	SA/Mat 3/8/28 5 yrs callable
FHLB AVK50	1175	500,000.00	5.00%		AG	SA/Mat 4/24/28 5 yrs callable
FHLB AVKD3	1176	500,000.00	5.00%		AG	SA/Mat 4/12/27 4 yrs callable
FHLB AVLU4	1174	500,000.00	4.85%		AG	SA/Mat 4/25/28 5yrs callable
FHLB AVQF2	1172	500,000.00	5.00%		AG	SA/Mat 4/24/28 5 yrs callable
FHLBB AW5X4	1170	500,000.00	5.15%		AG	SA/Mat 5/24/28 5 yrs callable
FHLB ALW67	1238	448,735.00	1.10%		AG	SA/MAT 4/22/26 5 YRS CALLABLE
FHLB AX5W4	1160	300,000.00	5.70%		AG	SA/ Mat 9/18/28 5 yrs Callable
FHLB AXHF8	1156	500,000.00	6.05%		AG	SA/Mat 10/26/28 5 yrs callable
FHLMC H1LB7	1490	500,291.67	5.25%		AG	SA/Mat 12/4/28 5 yrs callable
FHLMC GX2D5	1205	492,385.00	4.15%		AG	SA/ Mat 9/29/26 4 yrs Callable
FAMC 2B3F5	1246	268,851.00	0.60%		AG	SA/Mat 11/20/25 5 yrs callable
FHLMC GXN91	1207	686,035.50	4.00%		AG	SA/Mat 8/24/27 5 yrs Callable
FHLMC GXZT4	1216	490,210.00	4.00%		AG	SA/MAT 7/14/25 3 YRS CALLABLE
FHLMC GYT77	1169	500,656.25	5.25%		AG	SA/Mat 6/5/28 5 yrs Callable
FHLMC GYTW2	1168	500,000.00	5.30%		AG	SA/Mat 6/14/27 4 yrs Callable
FHLMC GYVX7	1167	500,000.00	5.45%		AG	SA/Mat 7/12/27 4 yrs callable
FHLMC H1RN5	1493	250,473.96	5.25%		AG	SA/Mat 2/7/29 5 yrs callable
FHLMC GXAP9	1248	448,370.00	0.60%		AG	SA/Mat 11/12/25 5 yrs callable
FHLMC GXXR0	1211	488,045.00	3.32%		AG	SA/MAT 6/30/25 3 YRS Callable
FHLMC GXYD0	1212	484,060.00	3.25%		AG	SA/MAT 6/30/27 5 yrs Callable
FHLMC GYBP2	1173	500,000.00	5.13%		AG	SA/Mat 4/26/27 4 yrs callable
FHLMC GYQL9	1171	500,000.00	5.38%		AG	SA/Mat 11/3/27 4y6M callable
FHLMC GYZ35	1164	498,000.00	5.25%		AG	SA/Mat 8/9/28 5 yrs callable
First Natl Bank of America YUJ2	1228	214,819.43	0.85%		cd	M/Mat 9/30/26
Flagstar Bank E3X3	1256	228,665.60	0.50%		CD	SA/Mat 7/31/24 yrs
Gunnison Savings and Loan 6020	1106					closed
Gunnison Savings and Loan 8721	1335	500,000.00	2.84%		CD	M/MAT 2/14/28
Gunnison Bank and Trust	1283	265,366.88	2.00%		CD	Qtrly/Mat 1/27/25
InBank Bank 9156	1402	226,178.48	4.91%		CD	A/Mat 9/21/24 - 7 mo
JP Morgan UNC9	1250	218,417.50	0.40%		CD	SA/Mat 9/30/25 5yrs callable
Live Oak Bank 6HN7	1284	233,826.28	1.85%		CD	SA/Mat 7/24/24
Luana Savings PHA5	1253					matured
Morgan Stanley RRBB	1338	231,988.29	1.90%		CD	SA/Mat 1/2/25
Morgan Stanley NA	1488	243,000.00	5.05%		CD	SA/ Mat 11/8/28 5 yrs
Pacitic Western Bank YRK7	1273	233,361.03	1.20%		CD	SA/Mat 4/30/24 4 yrs
Park State Bank VAB7	1265	224,038.53	0.90%		CD	M/Mat 5/22/25 5 yrs callable
Raymond James Bank	1293	232,245.79	1.85%		CD	SA/Mat 11/26/24 5 yrs
Redstone Bank 0776	1449	240,000.00	5.12%		CD	SA/Mat 11/8/23 - 3 yrs
Synchrony Bank EXB81	1208	237,908.96	2.40%		CD	M/Mat 12/15/24 13months
Synovus Bank DVD91	1195	245,000.00	4.60%		cd	SA/Mat 5/28/24 16mo
Texas Exchange Bank THU7	1263	224,063.28	1.00%		CD	M/Mat 6/19/25 callable 5 yrs
Toyota Financial Savings MJS1	1264	223,248.65	0.80%		CD	SA/Mat 6/30/25 5 yrs
United Fidelity Bank GA56	1189	245,000.00	4.90%		CD	M/Mat 3/30/27
US Treasury 2CBQ3	1218	446,055.00	2.40%		AG	SA/MAT 2/28/26 4 YRS
US Treasury 8Z781	1222	451,875.00	1.62%		AG	SA/Mat 1/31/27
US Treasury CCF68	1210	446,465.00	3.20%		AG	SA/MAT 5-31-26 4 YRS
Wells Fargo Bank 3A48	1488	238,205.90	2.75%		CD	M/5/3/24 5 yrs
Western States Bank	1309	513,996.70	2.72%		CD	Q/Mat 7/14/24 5 yr
TOTAL INVESTMENTS		37,911,998.09		59.28%		
Cash per Treasurer's Ledger		63,958,910.42		100.00%		
Plus Pending Disbursements		2,830.36				
Total Due to All Funds		63,961,740.78				

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alternate Appeal Schedule Request 2024; Gunnison C

Action Requested: Motion

Parties to the Agreement: BOCC, Assessor

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Annual approval of alternate appeal schedule

Fiscal Impact: -0-

Submitted by: Kristy McFarland **Submitter's Email Address:** kmcfarland@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:

Legally appropriate, but note that statute requires that election be made by May 1 AND county "shall provide notice of the election to the board of assessment appeals and to the district court in such county" C.R.S. § 39-5-122.7 (1) Recommend confirming who will handle such notices -- Assessor or Admin (CA happy to assist whomever takes lead). MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 3/5/2024 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/14/2024

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 3/19/2024

Revised April 2015

Date: 1 March 2024

To: Gunnison County Board of County Commissioners

From: Kristy McFarland, Gunnison County Assessor

RE: Alternate Appeal Schedule for 2024

In accordance with §39-5-122.7, C.R.S., I am respectfully requesting that Gunnison County Board of County Commissioners elect to use the alternate protest and appeal procedure in 2024. Gunnison County has been using the extended appeal period since 2017.

The regular and alternate schedule are as follows:

Regular	Alternate	
5/1 – 6/10	5/1 – 6/10	Assessor level appeal
6/30	8/15	Assessor mails Notice of Determinations
7/1 – 7/15	9/1 – 9/15	Property owners petition to the County Board of Equalization
7/15 – 8/5	9/15 – 10/31	County Board of Equalization conducts hearings

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: A Resolution Approving Luc-22-00052 Elk Ranch Home

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

The Applicant, Bobette Sylvester McCarroll and Richard McCarroll propose the Elk Ranch Homestead Subdivision, which would subdivide a 14.2-acre undeveloped parcel into three lots: Lot 1, 5.85 acres; Lot 2, 5.85 aces; Lot 3, 2.5 acres.

Fiscal Impact:

Submitted by: Hillary Seminick **Submitter's Email Address:** hseminick@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Appears legally sufficient. ASFR 3.12.24

Reveiwed by: GUNCOUNTY1\asanfilippo-rosser Discharge Date: 3/12/2024 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/14/2024

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 10

Agenda Date: 3/19/2024

Revised April 2015

GUNNISON COUNTY
COMMUNITY & ECONOMIC DEVELOPMENT

Hillary I. Seminick, AICP, *Planning Director*
(970) 641-7925
hseminick@gunnisoncounty.org
www.GunnisonCounty.org

To: Gunnison Board of County Commissioners
Re: LUC-23-00052 Elk Ranch Homestead Subdivision | Minor Impact Review
From: Hillary Iza Seminick, Planning Director
Date: March 11, 2024
Date of Joint Hearing: March 19, 2024

1. Project Summary

The Applicant, Bobette Sylvester McCarroll and Richard McCarroll propose the Elk Ranch Homestead Subdivision, which would subdivide a 14.2-acre undeveloped parcel into three lots: Lot 1, 5.85 acres; Lot 2, 5.85 aces; Lot 3, 2.5 acres (*Exhibit A. Plat*). The subdivision will be served by a single access and utility easement. Access is from the south through an existing access easement north of Knowles Ranch Way from Denver Avenue and 8th Street in the City of Gunnison. The Applicant and City have entered into a pre-annexation agreement (*Exhibit B. Agreement*), allowing the City to serve the development with domestic water and sewer. The agreement dedicates an unimproved 60' right-of-way (ROW) along the northern parcel boundary, serving as a future connection to the existing unimproved ROW on the adjacent Community School parcel. Subdivision covenants (*Exhibit C. Covenant*) have been reviewed by staff and the County Attorney's Office.

2. Request of the Board of County Commissioners

The Gunnison County Planning Commission recommended approval (*Exhibit D. Recommendation*) of LUC-22-00052 Elk Ranch Homestead Subdivision at continued joint public hear with the Board of County Commissioners on January 18, 2024. The Gunnison County *Land Use Resolution* it states in Section 6-106. L. *Board Decision On Optional Board Public Hearing On Subdivision, Condominium Or Townhome Development, Or Water Impoundment Project Classified As Class II Dam,* that if an application is for a subdivision, the Board shall have the option of conducting a public hearing to consider the application and the Planning Commission's recommendation. Within 20 days of receipt of the Planning Commission's recommendation, the Board shall determine whether or not to conduct a public hearing. A decision to conduct or not to conduct such a hearing shall be based on the Board's determination of whether it is in the public interest to do so, considering among other factors the following:

1. *LEVEL OF PUBLIC INTEREST. There has or has not been substantial public interest in the proposal; or*
2. *IDENTIFICATION OF NEW ISSUES. Whether it is reasonably probable that new issues related to the application of the proposed land use change will be identified; or*
3. *IDENTIFICATION OF NEW INFORMATION. Whether it is probable that new information related to the application will be provided.*
4. *BOARD PUBLIC HEARING. If the Board chooses to conduct a public hearing, the following shall apply:*

a. *HEARING NOTICE. Public notice that the Board will conduct a public hearing to consider the Preliminary Plan shall be pursuant to Section 3-112: Notice of Public Hearing.*
b. *CONDUCT OF HEARING. The Board hearing shall be conducted pursuant to Section 3-113: Conduct of a Public Hearing.*

Neighboring property owners attended the public hearing; comments regarded the potential of a secondary access, which was removed from the proposal early in the process. Beyond the execution of the pre-annexation agreement, there have not been any new issues or new information identified since the Planning Commission recommendation.

Staff has prepared a draft Resolution for BOCC review and consideration (*Exhibit E. Draft Resolution)*.

3. Exhibits

To view the entire application, visit https://permitdb.gunnisoncounty.org/citizenaccess/, navigate to *Projects*, select *Application Number,* and search for "*LUC-22-00052"*.

A. Plat
B. Covenant
C. Agreement
D. Recommendation
E. Draft Resolution

ELK RANCH HOMESTEAD SUBDIVISION
WITHIN THE SE1/4NW1/4
SECTION 35, T50N, R1W, N.M.P.M.
GUNNISON COUNTY, COLORADO

CERTIFICATE OF DEDICATION AND OWNERSHIP

Know all men by these presents, that the undersigned, being all of the Owner(s), Mortgagee(s) and Lien-holder(s) of certain lands in Gunnison County, Colorado, described as follows:

A tract of land within the SE1/4NW1/4 of Section 35, Township 50 North, Range 1 West, New Mexico Principal Meridian, Gunnison County, Colorado; said tract being more particularly described as follows:

Commencing at the northwest corner of said Section 35; thence South 62°45'01" West 2889.02 feet to a point on the north boundary of said SE1/4NW1/4, said point also being on an existing fenceline and also being the POINT OF BEGINNING for the herein described tract; thence the following courses around said tract:

1. South 01°18'43" West 1309.51 feet along said existing fenceline to a point on the Stieler property, (as described in Book 730 at Page 704 of the records of Gunnison County);
2. North 89°58'09" West 82.16 feet along the north boundary of said Stieler property to the northwest corner of said Stieler property;
3. South 00°01'51" West 24.00 feet along the west boundary of said property to the southwest corner of said Stieler property, said corner also being on the north boundary of WEST GUNNISON AMENDED, and also being on the east-west center section line of said Section 35;
4. North 89°58'09" West 29.33 feet along said north boundary and along said center section line;
5. North 76°53'33" West 29.61 feet;
6. North 81°57'43" West 31.88 feet;
7. SOUTH 11.14 feet to a point on said north boundary and on said center section line, said point bears South 34°44'00" East 7.02 teet from the southeast corner of an existing barn;
8. North 89°58'09" West 36.25 feet along said north boundary and along said center section line;
9. NORTH 16.24 feet;
10. North 81°57'43" West 111.79 feet;
11. North 79°58' 44" West 131.22 feet;
12. NORTH 1274.82 feet to a point on the north boundary of said SE1/4NW1/4;
13. North 89°34'41" East 478.06 feet along said boundary to a point on an existing fenceline, said point also being the POINT OF BEGINNING of the herein described tract.

AND

A tract of land within the SE1/4NW1/4 of Section 35, Township 50 North, Range 1 West, New Mexico Principal Meridian, Gunnison County, Colorado; said tract being more particularly described as follows:

Commencing at the northwest corner of said Section 35; thence South 62°41'48" West 2883.67 feet to the northeast corner of said SE1/4NW1/4 of Section 35, said corner also being the POINT OF BEGINNING for the herein described tract; thence the following courses around said tract:

1. South 00°58'06" West 1309.40 feet along the north-south center section line of said section 35 to a point on the north boundary of the Stieler property, (as described in Book 730 at Page 704 of the records of Gunnison County);
2. North 89°58'10" West 13.86 feet along said boundary to a point on an existing fenceline;
3. North 01°18'43" East 1309.51 feet along said fenceline to a point on the north boundary of said SE1/4NW1/4;
4. North 89°34'40" East 6.00 feet along said boundary to the CN1/16 corner of said Section 35, said corner also being the POINT OF BEGINNING of the herein described tract.

in Gunnison County, Colorado, under the name of Elk Ranch Homestead Subdivision, have laid out, platted and/or subdivided the same as shown on this plat and do hereby dedicate and convey to the owners of lots, tracts, or parcels within this subdivision and their guests, but not to the public at large, the common right to use streets, alleys, roads and other public areas as shown hereon and hereby dedicate those portions of land labeled as easements for the installation and maintenance of public utilities as shown hereon.

The lands comprising this subdivision are subject to certain covenants which are recorded under Reception No. _____ of the records of Gunnison County, Colorado.

Executed this _____ day of _____, 2024.

OWNERS:

By_____
Bobette Kay Sylvester McCarroll

By_____
Richard Brian McCarroll

STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged and executed before me this _____ day of _____ 2024, by Bobette Kay Sylvester McCarroll and Richard Brian McCarroll.

Witness my hand and official seal. _____
Notary Public

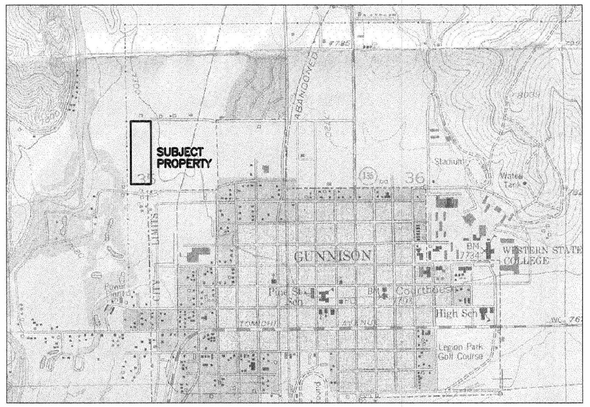
STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged and executed before me this _____ day of _____ 2024, by _____ as _____ of Northpointe Bank

Witness my hand and official seal. _____
Notary Public

LIEN HOLDER:
Northpointe Bank

By: _____(sign)
_____ (name)
Its: _____ (title)



VICINITY MAP

COMMENTS

1. The owner of each Lot shall have a common right of usage of the utility easements to provide utility service to each Lot
2. All homeowners acknowledge the requirements of Colorado's "Fence Out" law, CRS SS 35-46-101 et seq., and the Right-to-Ranch Policy adopted by Gunnison County, as may be amended.

Plat Notes:

Pursuant to Section 5-209 H. of the Gunnison County Land Use Resolution:

Confinement of Domestic Animals: Each Lot Owner within this subdivision acknowledges and agrees that domestic animals must be controlled by kenneling, leash, fencing, or other physical constraint and that any expense of enforcement of the domestic animal control restrictions by the County shall be at the expense of the responsible individual.

Colorado's Fence Out Requirements: A property owner is required to construct and maintain fencing in order to keep livestock off his/her property in accordance with C.R.S. 35-46-101 et. seq.

Irrigation Ditch Maintenance: An irrigation ditch owner has the right to enter the designated irrigation ditch maintenance easement, maintain the ditch, and may leave natural debris on the bank.

Wildfire Hazard: The owners of this property acknowledge having been informed by Gunnison County of the existence of wildfire hazard areas that may affect the use and occupancy of the property and any improvements thereto. We acknowledge that the County's approval of this subdivision does not guarantee the safety of the property, or in any way imply that areas outside of the designated hazard area will be free from hazards and hereby agrees to indemnify, defend, and save harmless the County, its agents, officers, and employees from and against any and all liability, expense including defense costs and legal fees, and claims for damages of any nature whatsoever, including bodily injury, death, personal injury, or property damage, arising from or connected with any activity related to those hazards, including any suits, liability, or expense.

Floodplain hazard: The owners of this property acknowledge having been informed by Gunnison County of the existence of floodplain hazard areas that may affect the use and occupancy of the property and any improvements thereto. We acknowledge that the County's approval of this subdivision does not guarantee the safety of the property, or in any way imply that areas outside of the designated hazard area will be free from hazards and hereby agrees to indemnify, defend, and save harmless the County, its agents, officers, and employees from and against any and all liability, expense including defense costs and legal fees, and claims for damages of any nature whatsoever, including bodily injury, death, personal injury, or property damage, arising from or connected with any activity related to those hazards, including any suits, liability, or expense.

SURVEYOR'S CERTIFICATE

I, Timothy E. Pearson, a registered land surveyor in the Sate of Colorado, certify that this plat and the survey referred top herein were made under my direction and control and that both are true and correct to the best of my knowledge.

Dated this _____ day of _____, 2024.

_____
Timothy E. Pearson
Colorado L.S. No. 34979

TITLE CERTIFICATE

I, Jacob A. With, an attorney at law duly licensed to practice before the Courts of Record in the State of Colorado, certify that I hove examined title to all lands herein dedicated and shown upon this plat, and title to such lands is in the dedicator free and clear of all liens, taxes and encumbrances except as follows:

1. All matters shown hereon.
2. 2024 and subsequent years taxes, a lien not yet due and payable.
3. Inclusion within any special taxing district.
4. Patent recorded October 5, 1882 in book 45 at page 9.
5. Easement recorded June 8, 1948 in book 278 at page 219.
6. Resolution recorded November 5, 1993 in book 734 at page 711.
7. Easements and restrictive covenant set forth in deed recorded November 5, 1993 in book 734 at page 689 and in corrective deed recorded April 13, 2021 at reception number 675047.
8. Deed of trust recorded at reception number 681580.
9. Certificate of Administrative review recorded at reception number 682441.
10. Covenants recorded at reception no. _____.
11. Agreement recorded at reception no. _____.

Signed this _____ day of _____, 2024 .

_____
Attorney at Law

GUNNISON COUNTY PLANNING COMMISSION APPROVAL

The Planning Commission of Gunnison County, Colorado, hereby recommends _____ approval of this plat of the above subdivision, such recommendation being made at a meeting of said Commission held on this _____day of _____,A.D. 20___.

_____
Chairperson

COMPLIANCE WITH BOARD OF COUNTY COMMISSIONERS RESOLUTION

The property described on this plat is subject to all the requirments, terms and conditions of the Board of County Commissioners' Resolution No. _____, recorded at Reception No. _____ of the records of Gunnison County.

BOARD OF COUNTY COMMISSIONERS APPROVAL

The within plat of ELK RANCH HOMESTEAD SUBDIVISION is approved this _____ day of _____,A.D. 20___ and the private dedication of roads and common areas is approved on the condition that such roads and common areas shall be maintained and snowplowed, by and at the expense of the lot owners and not by Gunnison County or any other public agency.

_____
Chairperson

ATTEST:

_____
County Clerk

GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE

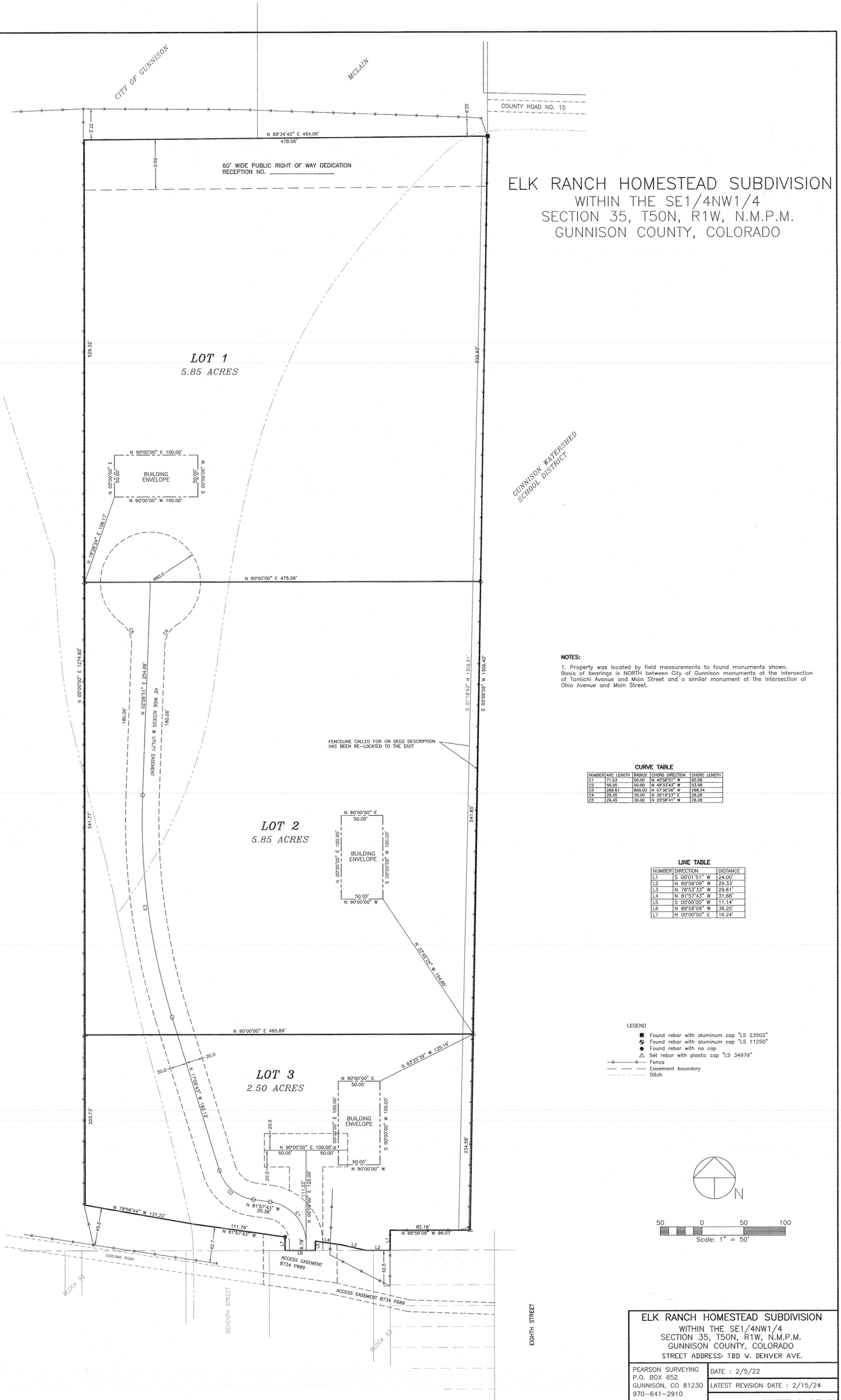
This plat was accepted for filing in the office of the Clerk and Recorder of Gunnison County, Colorado on this _____ day of _____, A.D. 20___, Reception Number_____, Time _____.

County Clerk and Recorder

_____
By: Deputy

ELK RANCH HOMESTEAD SUBDIVISION
WITHIN THE SE1/4NW1/4
SECTION 35, T50N, R1W, N.M.P.M.
GUNNISON COUNTY, COLORADO
STREET ADDRESS: TBD W. DENVER AVE.

PEARSON SURVEYING P.O. BOX 652 GUNNISON, CO 81230 970-641-2910 PROJECT # 22-1-1	DATE : 6/29/22 LATEST REVISION DATE : 2/15/24 SHEET 1 OF 2



ELK RANCH HOMESTEAD SUBDIVISION

WITHIN THE SE1/4NW1/4
SECTION 35, T50N, R1W, N.M.P.M.
GUNNISON COUNTY, COLORADO

NOTES:

1. Property was located by field measurements to found monuments shown. Basis of bearings is NORTH between City of Gunnison monuments at the intersection of Tomichi Avenue and Main Street and a similar monument at the intersection of Ohio Avenue and Main Street.

CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	CHORD DIRECTION	CHORD LENGTH
C1	71.53	50.00	N 40°56'51" W	65.58
C2	56.55	50.00	N 49°33'43" W	53.58
C3	269.61	600.00	N 07°30'28" W	268.34
C4	29.45	30.00	N 30°16'23" E	28.28
C5	29.45	30.00	N 25°58'41" W	28.28

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	S 00°01'51" W	24.00'
L2	N 89°58'09" W	29.33'
L3	N 76°53'33" W	29.61'
L4	N 81°57'43" W	31.88'
L5	S 00°00'00" W	11.14'
L6	N 89°58'09" W	36.25'
L7	N 00°00'00" E	16.24'

LEGEND

- ■ Found rebar with aluminum cap "LS 23502"
- ⊘ Found rebar with aluminum cap "LS 11250"
- ● Found rebar with no cap
- △ Set rebar with plastic cap "LS 34979"
- —x—x— Fence
- — — — Easement boundary
- ——— Ditch

N

50 0 50 100
Scale: 1" = 50'

ELK RANCH HOMESTEAD SUBDIVISION WITHIN THE SE1/4NW1/4 SECTION 35, T50N, R1W, N.M.P.M. GUNNISON COUNTY, COLORADO STREET ADDRESS: TBD W. DENVER AVE.	
PEARSON SURVEYING P.O. BOX 652 GUNNISON, CO 81230 970-641-2910 PROJECT # 22-1-1	DATE : 2/5/22 LATEST REVISION DATE : 2/15/24 SHEET 2 OF 2

ELK RANCH HOMESTEAD
DECLARATION OF COVENANTS, JOINT MAINTENANCE AGREEMENT, AND GRANT OF EASEMENTS

ARTICLE 1: Dedication

Section 1.1. Property Dedicated. Bobette Kay Sylvester McCarroll and Richard Brian McCarroll (collectively, "Declarant") hereby make, declare, and establish the following covenants, restrictions and easements, which shall be binding upon and affect the real property more particularly described as:

> Elk Ranch Homestead, according to the plat thereof recorded in the real property records of Gunnison County, Colorado as Reception No. _____.
> (the "Plat" and all real property described on the Plat being the "Property").

Section 1.2. Dedication. This Elk Ranch Homestead Declaration of Covenants, Joint Maintenance Agreement, and Grant of Easements (the "Covenants") shall run with the Property and shall be binding upon all persons and entities having any right, title or interest in and to the Property and any Lots, units, tracts, or parts thereof, their heirs, successors and assigns and their tenants, employees, guests, agents and invitees and shall inure to and be for the benefit of each Owner of a Lot within the Property. These Covenants are imposed for the benefit of all Owners and all future owners of the Lots and areas located within the Property and to provide for the preservation of values of the Property and to provide and preserve the covenants, easements, restrictions, assessments, liens and all other matters set forth in the Covenants, all of which are for the benefit of the Property.

ARTICLE 2: Definitions

Section 2.1. "Buildings" means any and all structures with two or more walls and a roof and specifically includes any residence.

Section 2.2. "CCIOA" means the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101, *et seq.*, as amended.

Section 2.3. "Lot" means a lot as identified on the Plat. All three lots as shown on the Plat are collectively referred to herein as the "Lots".

Section 2.4. "Owner" means the owner or owners of a Lot.

ARTICLE 3: No Association

Section 3.1. Elk Ranch Homestead is not a common interest community and nothing contained herein shall be construed as subjecting the Lots or Property to CCIOA. Declarant does NOT elect to subject the Property or Elk Ranch Homestead to CCIOA.

Section 3.2. Elk Ranch Homestead will not have a homeowners association. There are no common elements. There will be no common expense assessments.

ARTICLE 4: Uses And Design Review

Section 4.1. General Use. The Lots shall only be used for single family residential purposes and agricultural purposes together with such in-home occupations as may be permitted, at the time of the in-home occupation, by Gunnison County. No other commercial activity is permitted. Each Lot may have only one single family residence and such outbuildings as are reasonably necessary for any agricultural operations. Accessory dwellings are permitted as part of any outbuilding or detached garage. Owners are responsible for ensuring compliance with Gunnison County regulations then applicable and all other applicable covenants and restrictions of record, if any.

Section 4.2. Design Review. Prior to any Building being constructed, it must be reviewed and approved as being consistent with these Covenants by at least one Owner that is not the Owner requesting to build the Building. Prior to any changes in exterior color or material of any roof or wall of a Building, the color must be reviewed and approved as being consistent with these Covenants by at least one Owner that is not the Owner requesting to build the Building. All Buildings and exterior finishes and exterior materials must be harmonious with the natural environment. No Buildings or exterior finishes or exterior materials may be bright colors that are not typically seen in the natural environment, such as pinks, bright greens, etc.

Section 4.3. Exterior Maintenance. All exteriors of all Buildings must be maintained by the Owner thereof in a good condition. A Building exterior is not in good condition if it is missing finish exterior materials such as siding or if it is broken, inoperable, or has peeling paint.

ARTICLE 5: Provisions Required By Gunnison County

Section 5.1. Limitations By The County. The following shall apply to all Lots:

A. The installation and maintenance of solid-fuel burning devices in the subdivision is prohibited except in compliance with all applicable Gunnison County regulations that exist at the time of installation.
B. No fencing may be erected except for agricultural purposes and all fencing must comply with any fencing requirements by Gunnison County. Each Owner may have a corral or pen or multiple corrals or pens not larger than 1 acre in size.
C. No exterior lighting shall be installed or maintained except in accordance with all applicable Gunnison County regulations that exist at the time of installation.
D. Each Owner is responsible for treating and removing noxious weeds on his or her Lot. Each Owner must exercise his or her reasonable best efforts to ensure that all noxious weeds are removed from his or her Lot.
E. No abandoned or inoperable vehicles may be parked outside of a Building. An abandoned or inoperable vehicle is any vehicle that has not moved of its own power in four months or longer.

F. Dogs shall be kept under control at all times, including through kennels, leashes, and other forms of effective restraint. An Owner may also have such horses and livestock and poultry as do not result in the overgrazing of any Lot. Roosters are prohibited. A stubble height of at least two inches must be maintained at all locations on a Lot not within any corral or pen. No owner may have more than 10 livestock animals, excluding poultry, but including without limitation sheep, goats, cows, and horses.

G. No building on a Lot that is equal to or larger than 6,500 square feet shall exceed 5,000 square feet and the aggregate of all structures on such a Lot shall not exceed 7,000 square feet. Notwithstanding the foregoing, however, agricultural structures shall not be subject to the 5,000 square foot limitation and the square footage of agricultural structures shall not be included or otherwise considered in calculating the aggregate square footage of all structures on the Lot.

ARTICLE 6: Easement and Joint Maintenance Agreement

Section 6.1. Grant of Driveway Easement. Declarant hereby grants and conveys to the Owners of Lots 1 and 2 and 3 a nonexclusive easement over and across the proposed roadway and driveway as shown on the Plat (the "Driveway") for ingress and egress, but not for parking. The easement granted herein is a shared easement that is perpetual in duration. The Owners of Lots 1 and 2 and 3 shall jointly and equally share all costs of snowplowing and road maintenance for the Driveway among each Lot that has a residence located on it. Until such time as residences are constructed on both Lots 1 and 2 and 3, the Owner of whichever Lot has any residence, if any, shall be solely responsible for road maintenance and snow plowing for the Driveway. If none of the Owners of any of the Lots has any residence, any road maintenance and snow plowing shall be treated as gratuitous by the Owner performing such plowing and road maintenance and the other Owner shall have no responsibility or liability therefore. For purposes of this section only, a residence is treated as if constructed upon the commencement of construction thereof. Upon the construction of residences on both Lots 1 and 2 and 3, the driveway shall be maintained, at a minimum, in a state capable of passage by delivery vehicles and emergency vehicles.

Section 6.2. Grant of Utility Easement. Declarant hereby grants and conveys to the Owners of all Lots an easement for the installation, maintenance, replacement and construction of utilities, including water, sewer, wastewater, gas, natural gas, television, phone, cable and any other utility, within the location of the driveway as shown on the Plat (the "Utility Easement"). The Utility Easement is granted for the benefit of all Owners and may be used by any utility provider at the request of any Owner.

Section 6.3. Joint Maintenance of Wastewater Services. Each Owner, regardless of whether his, her or its Lot is vacant or unimproved, shall be responsible for and shall timely pay one-third of the costs, expenses, liabilities and other obligations of the "Owner" under that certain Agreement Regarding Sewer Extension dated _____2023 and recorded in the real property records of Gunnison County, Colorado at reception number _____ (the "Sewer Agreement"). This includes one-third of the costs owed by the "Owner" under the Sewer Agreement for any installation, construction, repair, replacement and other maintenance as such costs and expenses are incurred. If for any reason the Sewer Agreement is terminated, each Owner, regardless of whether his, her or its Lot is vacant or unimproved, shall be responsible for and shall

pay one-third of the costs and expenses for any installation, construction, repair, replacement and maintenance for any alternate sewer connection to the "Real Property" as defined under the Sewer Agreement from the public infrastructure.

Section 6.4. Process for Incurring Joint Expenses. Each Owner shall provide the other Owners with the Owner's current address, telephone number and email address. Prior to incurring any expense for which there is a joint payment obligation under this Article 6, the Owner must contact the other Owners by phone and email (the "Notice"). The Notice provided by email must specifically identity the nature of the work for which the expense is being incurred, the total estimated amount of the expense, and the date when the work will be completed. If a recipient Owner does not provide by email an objection within seven calendar days of receipt of the Notice, the work may proceed and the Owners will be jointly responsible pursuant to this Article 6 for the expenses incurred. In the event of any objection, the work proposed in the Notice may proceed only if the other two Owners affirmatively approve and agree to the work being performed and, in such an event, the expense shall be a shared expense pursuant to this Article 6, including that of the objecting Owner if the objecting Owner is otherwise sharing in such expense under this Article 6. Any Notice required by this section 6.4 may, in the alternative to being emailed, be mailed by certified mail, return receipt requested. An email shall be deemed received the next day after it is sent if the email address is correct for the recipient.

ARTICLE 7: Duration; Amendment; Miscellaneous

Section 7.1. Duration. These Covenants shall be perpetual in duration. These Covenants shall run with the Property.

Section 7.2. Termination. The conditions, restrictions, stipulations, agreements and covenants herein contained may not be waived, abandoned, terminated or amended except upon the unanimous approval of the Owners.

Section 7.3. Amendment. These Covenants and the Plat may be amended only upon the unanimous approval of the Owners as recorded in the real property records of Gunnison County, Colorado and such amendment shall be effective against the holders of mortgages and holders of deeds of trust encumbering the Lots, notwithstanding the fact that such holders have not approved such amendment.

Section 7.4. Construction; Severability. These Covenants, to the extent possible, shall be construed so as to give validity to all of the provisions hereof. If any provision of these Covenants is determined to be invalid, unenforceable or prohibited by any court, the same shall not affect any other provision or section hereof and all other provisions and sections shall remain in full force and effect. Each provision of these Covenants is distinct and severable.

Section 7.5. Jurisdiction and Venue. The exclusive proper jurisdiction and venue for any action pertaining to the interpretation or enforcement of these Covenants or the Plat shall be the County Court or District Court of Gunnison County, Colorado.

Section 7.6. Enforcement. Any action to enforce any provision of these Covenants may

be brought by any of the Owners and/or the Board of County Commissioners of Gunnison County, Colorado.

Section 7.7. No Waiver. The failure to enforce or obtain compliance as to any violation shall not be deemed a waiver of the right to do so for any subsequent violation or the right to enforce any part of such documents.

Section 7.8. Attorney Fees and Costs. In the event of any legal action or arbitration to interpret or enforce any of the provisions of these Covenants or to restrain the violation of these Covenants, whether judicial, nonjudicial or administrative, the prevailing party shall be awarded all reasonable costs, fees and expenses incurred by it in such action, including all reasonable attorneys' fees that it may incur.

Section 7.9. Reconciliation. In the event of any conflict between these Covenants and the Plat, these Covenants control and prevail.

IN WITNESS WHEREOF, Declarant has executed these Covenants as of the _____ day of _____, 2023.

_____
Bobette Kay Sylvester McCarroll

_____
Richard Brian McCarroll

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2023, by Bobette Kay Sylvester McCarroll and Richard Brian McCarroll.

Witness my hand and official seal.

My commission expires: _____.

_____
Notary Public

PRE-ANNEXATION AGREEMENT

THIS PRE-ANNEXATIONAGREEMENT (this "Agreement") is made and entered into this 16th day of February, 2024, by and between Bobette Kay Sylvester McCarroll and Richard Brian McCarroll (collectively, "Grantors"), whose address is 300 Van Tuyl Circle #D, Gunnison, CO 81230 and the City of Gunnison, Colorado ("Grantee"), whose address is, 201 W. Virginia Ave., Gunnison, Colorado, 81230;

WHEREAS, Grantors have requested Grantee to provide municipal services and/or water/sewer services, as they become available, to Grantors' property (the "Property"), more specifically described below, into the City of Gunnison, State of Colorado; and

WHEREAS, the Property is located within the three-mile area; however, an annexation impact report has not been prepared and other associated planning documents do not currently contemplate future zoning of the Property and/or provide master plan details regarding municipal services to the Property such as but not limited to water, wastewater, or roadways, such that the Property cannot be annexed by the Grantee at this time; and

WHEREAS, the necessary planning documents are currently being updated to include the Property for future annexation; and

WHEREAS, Grantors are subdividing the Property and Grantee has requested a public right-of-way dedication in exchange for a compensated amount; and

WHEREAS, in further consideration of Grantee's provision of future municipal services and/or water sewer services to the Property, Grantors acknowledge that the Property may not be assigned a zoning designation in accordance with Grantor's wishes, and Grantors release Grantee from any liability associated with the annexation and zoning of the Property in accordance with this Agreement.

IT IS THEREFORE AGREED AS FOLLOWS:

1. Grantors hereby request and consent to future annexation of the Property into the City of Gunnison, Colorado for the purpose of extending Grantee's water and sanitary sewer services in and to the Property and Grantor shall be responsible for any fees and charges normally required of other similarly situated users. Grantors shall sign any relevant annexation documents as requested by the City of Gunnison to effectuate this purpose, including but not limited to an annexation application in accordance with the City of Gunnison Municipal Code and Land Development Code ("City Code").

2. Grantors and their successors and assigns will not oppose in any manner, annexation of the Property into the City of Gunnison provided, however, that the annexation will not result in zoning or other limitations that prevent

the construction or maintenance of at least three single family residences on the Property. In the event Grantors execute a subsequent petition opposing said annexation, their signatures shall be deemed invalid and of no effect.

3. Grantors hereby release Grantee, the City of Gunnison Planning and Zoning Commission and their respective agents, officers, employees, and representatives from any and all claims arising out of or related in any way to the annexation and zoning of the Property in accordance with this Agreement.

4. The Property affected by this Agreement is more particularly described in **Exhibit A**.

5. Grantors shall not transfer the Property or any portion thereof without first notifying Grantee in writing and advising the proposed transferee of the terms hereof. Grantors shall not transfer the Property or any portion thereof until their transferee executes a similar document which releases the above released parties from any and all liability arising out of the annexation and zoning of the Property in accordance with this Agreement.

6. This Agreement shall be recorded, shall be perpetual and shall run with the Property, and shall be binding upon Grantors, their successors in interest and assigns.

7. Grantors hereby certify that this Agreement will also serve as their intent to annex property which may or may not be fully described or outlined in the property description found in subsection 3 of this Agreement. The Grantors further certify and agree that the signing of this Agreement form without a specific description does not void or invalidate this Agreement signed by the Grantor but does provide their intent to sign a subsequent document which specifically outlines through a metes and bounds description of the property to be included in the annexation.

8. Any existing uses or structures in place at the time of annexation shall be deemed approved non-conforming uses or structures. Future annexation shall provide a zoning designation that is consistent with the current use of the Property, including single-family residential units and non-commercial agricultural uses.

9. Grantors hereby authorize the City of Gunnison ("Grantee") and the City of Gunnison Planning and Zoning Commission, their employees, officers, agents and representatives the right of entry onto the property described in paragraph 4 above to perform the necessary tasks and functions to accomplish the annexation, including field survey work.

10. Grantors hereby acknowledge that they have had an opportunity to review all code sections of the City Code pertaining to annexation of the Property and Grantee's provision of water and/or sewer services to the Property.

11. Grantors agree to provide a public right of way dedication at the location legally described on **Exhibit B.** Grantee hereby agrees to compensate Grantors for public right of way dedication as legally described in **Exhibit**

B, totaling 0.67 acres, in the total amount of $64,600.00 (the "Payment"). This amount has been calculated to offset two (2) wastewater connection fees at the current rate plus the anticipated costs of new wastewater infrastructure to the Property boundary as contemplated in Section 14 herein. As additional compensation, Grantee shall absorb all administrative and survey-related fees and costs associated with future annexation. Administrative fees and costs shall not be construed to include legal fees.

12. The Property is currently located within Grantee's electrical service area and served by Grantee. This Agreement does not modify electrical services to the Property.

13. This Agreement enables Grantee to provide Grantors access to City water, as requested and in accordance with City Code. Connection to City water is currently not economically feasible and therefore, not required upon annexation. Property located within the City served by an individual well shall be at least 2-acres in area.

14. Prior to annexation and no later than July 31, 2024, Grantee shall provide Grantors access to connect to Grantee's public sanitary sewer system at the southern Property boundary. The total cost to Grantors shall not exceed $48,600.00 for construction of infrastructure to the Property boundary. Grantors shall pay an additional $8,000.00 connection fee per dwelling unit, upon connection, and shall pay Grantee monthly usage rates at the applicable rate(s) adopted by City Council, as may be modified.

    a. If Grantee requires Grantors to modify an existing connection(s) to the public sanitary sewer system, Grantors shall not be liable for such reconnection and/or other associated infrastructure costs.
    b. All sanitary sewer infrastructure and associated costs on private property is the responsibility of Grantors and shall be done in accordance with the City's Code and construction standards, including but not limited to inspection by the City.
    c. Grantors are advised that each dwelling unit is likely to require an E/One grinder pump to grind waste from the home and pump it to the public sewer system.
    d. Each unit shall connect to a private sewer main prior to discharging into the public sewer system. A maintenance agreement between the three (3) future lot owners is required to proactively ensure proper maintenance of the private sewer main and to avoid a non-compliant consecutive connection.

GRANTORS:

Bobette Kay Sylvester McCarroll

GRANTEE:
CITY OF GUNNISON, GUNNISON, COUNTY, COLORADO

By:
Its: City Manager

Richard Brian McCarroll

Attest:

City Clerk

EXHIBIT A

A TRACT OF LAND WITHIN THE SE¼NW¼ OF SECTION 35, TOWNSHIP 50 NORTH, RANGE 1 WEST, NEW MEXICO PRINCIPAL MERIDIAN, GUNNISON COUNTY, COLORADO; SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 35; THENCE SOUTH 62° 45' 01" WEST 2889.02 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID SE¼NW¼, SAID POINT ALSO BEING ON AN EXISTING FENCELINE AND ALSO BEING THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED TRACT,
THENCE THE FOLLOWING COURSES AROUND SAID TRACT:
1. SOUTH 01°18'43" WEST 1309.51 FEET ALONG SAID EXISTING FENCELINE TO A POINT ON THE STIELER PROPERTY, (AS DESCRIBED BY INSTRUMENT RECORDED SEPTEMBER 3, 1993 IN BOOK 730 AT PAGE 704 OF THE RECORDS OF GUNNISON COUNTY);
2. NORTH 89°58'09" WEST 82.16 FEET ALONG THE NORTH BOUNDARY OF SAID STIELER PROPERTY TO THE NORTHWEST CORNER OF SAID STIELER PROPERTY;
3. SOUTH 00°01'51" WEST 24.00 FEET ALONG THE WEST BOUNDARY OF SAID PROPERTY TO THE SOUTHWEST CORNER OF SAID STIELER PROPERTY, SAID CORNER ALSO BEING ON THE NORTH BOUNDARY OF WEST GUNNISON AMENDED, AND ALSO BEING ON THE EAST-WEST CENTER SECTION LINE OF SAID SECTION 35;
4. NORTH 89°58'09" WEST 29.33 FEET ALONG SAID NORTH BOUNDARY AND ALONG SAID CENTER SECTION LINE;
5. NORTH 76°53'33" WEST 29.61 FEET;
6. NORTH 81°57'43" WEST 31.88 FEET;
7. SOUTH 11.14 FEET TO A POINT ON SAID NORTH BOUNDARY AND ON SAID CENTER SECTION LINE, SAID POINT BEARS SOUTH 34°44'00" EAST 7.02 FEET FROM THE SOUTHEAST CORNER OF AN EXISTING BARN;
8. NORTH 89°58'09" WEST 36.25 FEET ALONG SAID NORTH BOUNDARY AND ALONG SAID CENTER SECTION LINE;
9. NORTH 16.24 FEET;
10. NORTH 81°57'43" WEST 111.79 FEET;
11. NORTH 79°58'44" WEST 131.22 FEET;
12. NORTH 1274.82 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID SE¼NW¼;
13. NORTH 89°34'41" EAST 478.06 FEET ALONG SAID BOUNDARY TO A POINT ON AN EXISTING FENCELINE, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT,

BEARINGS USED HEREIN ARE RELATIVE TO A BEARING OF NORTH BETWEEN CITY OF GUNNISON MONUMENTS AT INTERSECTION OF TOMICH AVENUE AND MAIN STREET AND SIMILAR MONUMENT AT INTERSECTION OF OHIO AVENUE AND MAIN STREET,

---

AND

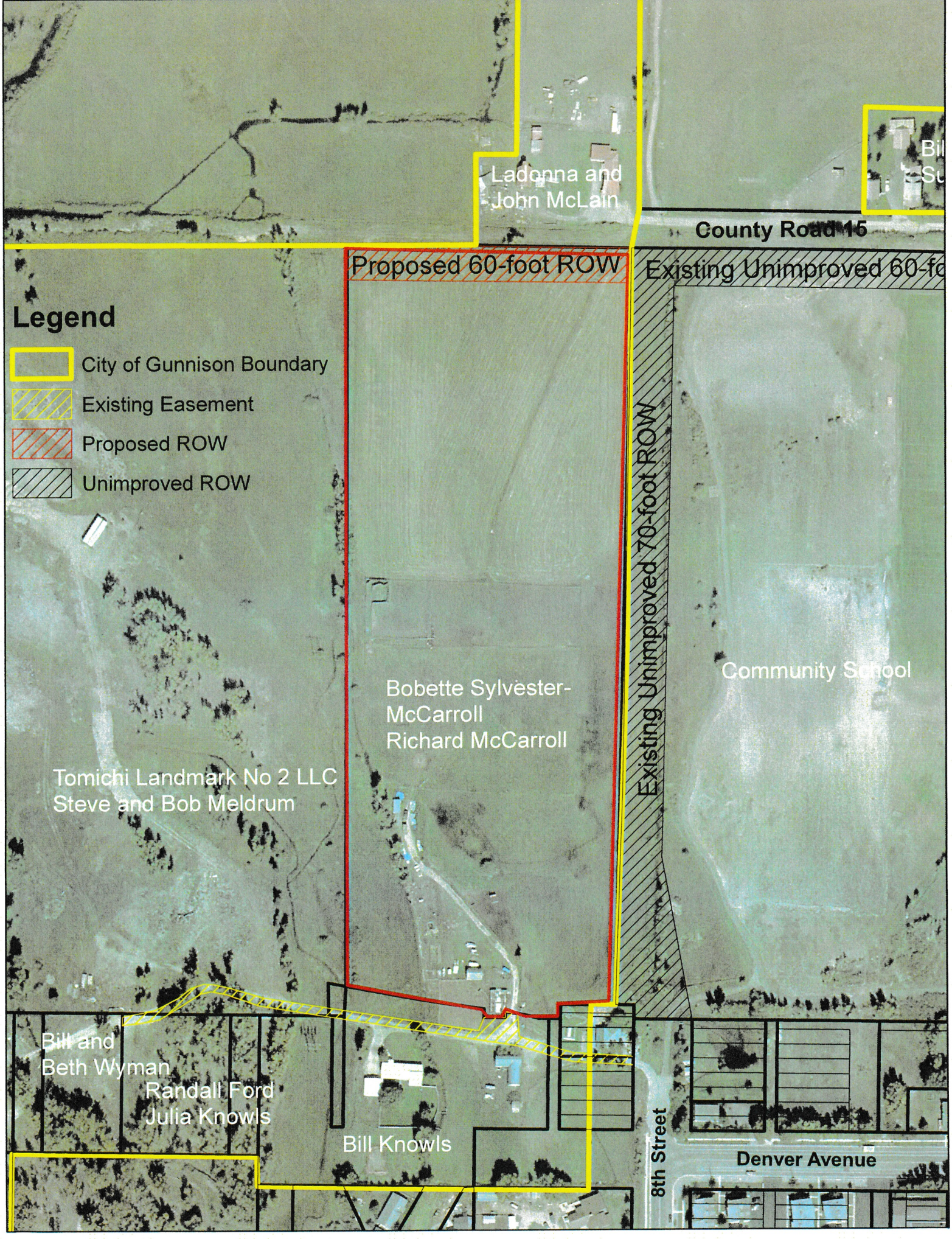
A TRACT OF LAND WITHIN THE SE¼NW¼ OF SECTION 35, TOWNSHIP 50 NORTH, RANGE 1 WEST, NEW MEXICO PRINCIPAL MERIDIAN, GUNNISON COUNTY, COLORADO, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 35;
THENCE SOUTH 62°41'48" WEST, 2883.67 FEET TO THE NORTHEAST CORNER OF SAID SE¼NW¼ OF SECTION 35, SAID CORNER ALSO BEING THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED TRACT;
THENCE THE FOLLOWING COURSES AROUND SAID TRACT:
1. SOUTH 00°58'06" WEST, 1309.40 FEET ALONG THE NORTH-SOUTH CENTER SECTION LINE OF SAID SECTION 35 TO A POINT ON THE NORTH BOUNDARY OF THE STIELER PROPERTY, (AS DESCRIBED BY INSTRUMENT RECORDED SEPTEMBER 3, 1993 IN BOOK 730 AT PAGE 704 OF THE RECORDS OF GUNNISON COUNTY);
2. NORTH 89°58'10" WEST, 13.86 FEET ALONG SAID BOUNDARY TO A POINT ON AN EXISTING FENCELINE;
3. NORTH 01°18'43" EAST, 1309.51 FEET ALONG SAID FENCELINE TO A POINT ON THE NORTH BOUNDARY OF SAID SE¼NW¼;
4. NORTH 89°34'40" EAST, 6.00 FEET ALONG SAID BOUNDARY TO THE CN1/16 CORNER OF SAID SECTION 35, SAID CORNER ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT,

ALL IN THE COUNTY OF GUNNISON,
STATE OF COLORADO.

EXHIBIT B

A right of way along the northernmost 60 feet of the parcel described on **Exhibit A**.


Ladonna and
John McLain
County Road 15
Proposed 60-foot ROW
Existing Unimproved 60-fo
Legend
City of Gunnison Boundary
Existing Easement
Proposed ROW
Unimproved ROW
Existing Unimproved 70-foot ROW
Community School
Bobette Sylvester-
McCarroll
Richard McCarroll
Tomichi Landmark No 2 LLC
Steve and Bob Meldrum
Bill and
Beth Wyman
Randall Ford
Julia Knowls
Bill Knowls
8th Street
Denver Avenue

TO: **Planning Commission**

SUBJECT: **Planning Commission Recommendation**
Bobette Sylvester-McCarroll
Elk Ranch Homestead Subdivision
LUC-22-00053

DATE: **January 18, 2024**

PREPARED BY: **Hillary Seminick, Planning Director**

At a continued Joint Public Hearing on January 18, 2024 the Planning Commission unanimously approved the following Minor Impact Recommendation, moved by Commissioner Baca and Seconded by Commissioner Niederer.

PROJECT DESCRIPTION:

The proposed Elk Ranch Homestead Subdivision would subdivide a 14.2-acre undeveloped parcel into three lots: Lot 1, 5.85 acres; Lot 2, 5.85 aces; Lot 3, 2.5 acres. This parcel is subject to a restrictive covenant on the warranty deed which states "…*run with the land, limiting the property conveyed hereby to agricultural and residential uses with not to exceed three (3) single family houses, and necessary utility buildings and customary agricultural buildings*".

The subdivision will be served by a single access and utility easement. Access is from the south through an existing access easement north of Knowles Ranch Way from Denver Avenue and 8th Street in the City of Gunnison.

The Applicant and City are actively negotiating an agreement for future annexation to the City. This would allow the City to serve the development with domestic water. To comply with the requirement of the LUR and state statute, the Applicant has obtained adequate water rights for three single family residences. The subdivision will be connected to City sewer.

Parcel No. *3701-350-00-027, the parcel does not have an address, which are generally assigned only after a property is developed. Please click on the parcel number to see the property record card.*

Legal Description: 14.2 acres in SE1/4, NW ¼ of Section 35, Township 50N, Range 1W, N.M.P.M. County of Gunnison, State of Colorado

PLANS/REPORTS/SUBMITTALS:

Plans, reports, letters and other submittal documents informing this decision include, but are not limited to:

- Draft Plat (12/27/2023)
- Draft pre-annexation agreement (12/29/2023)
- Draft covenants (12/05/2023)

- PC Work Session Applicant Presentation (10/17/2023)
- City of Gunnison and Gunnison County Wastewater IGA (10/16/2023)
- Draft sewer agreement (10/16/2023)
- Draft proposed ROW preservation map (10/13/2023)
- Referral comments: Colorado Geologic Survey (10/12/2023), City of Gunnison (10/12/2023), Colorado Parks and Wildlife (10/02/2023), Gunnison Sage Grouse Biologist (10/02/2023), Bureau of Land Management (9/18/2023), Gunnison County Environmental Health Official (9/18/2023), Gunnison County Public Works (9/18/2023)
- Wetland Delineation (8/29/2023)
- Compliance with applicable Sections of the LUR (07/21/2023)
- Certificate of Administrative Review, Sage-Grouse, Series 2 of 2022 (1/14/2022)
- Well Augmentation 1-3 (5/26/2023) and Well Yield Report (5/26/2023)

IMPACT CLASSIFICATION:

The proposal is classified as a Minor Impact Project, and meets the standards of *Section 6-102: Projects Classified as Minor Impact Projects A. 2-4 Units that are subdivision lots*.

MEETING DATES:

The Planning Commission and the Board of County Commissioners held work sessions and a joint public hearing to discuss the application on the following dates:

- October 13, 2023 Work session
- January 4, 2024 Joint public hearing
- January 18, 2024 Continued joint public hearing

SITE VISIT:

A site visit was not conducted because the Planning Commissioners were familiar with the site.

PUBLIC HEARING:

The Planning Commission conducted a joint public hearing on January 4, 2024 that was continued to January 18, 2024.

REVIEW AGENCY REFERRAL COMMENTS:

A copy of the complete application was sent via electronic mail on August 4, 2022 to the following agencies:

- City of Gunnison Planning and Zoning- Andie Ruggera
- City of Gunnison Fire Marshall – Hugo Ferchau
- Gunnison County Public Works – Martin Schmidt
- Gunnison County Environmental Health Official – Crystal Lambert
- Colorado Parks and Wildlife – Brandon Diamond
- Colorado State Division of Water Resources – Megan Sullivan
- Colorado Geologic Survey – Amy Crandall

Comments from the agencies and are noted in the applicable sections below.

COMPLIANCE WITH APPLICABLE SECTIONS OF THE *GUNNISON COUNTY LAND USE RESOLUTION:*

Section 9-100: E. and F: *Uses Secondary to a Primary Residence.*
Applicable. Permitted use in the Elk Ranch Homestead Declaration of Covenants, Section 4.1.General Use state that "Accessory dwellings are permitted as part of any outbuilding or detached garage".

Section 9-102: *Home Occupations*.
Applicable. Allowable under proposed covenants and Land Use Resolution standards per this section.

Section 10-102: *Locational Standards for Residential Development.*
Applicable. The proposal is adjacent to the City of Gunnison and is within the City of Gunnison Three Mile Plan area. The City, County, and Applicant have an agreement to provide City sewer services to the development.

The Applicant and City are actively negotiating an agreement for future annexation to the City. Without an annexation agreement, the City cannot provide water to the subdivision. This would allow the City to serve the development with water in the future. As a fallback measure, and to comply with the requirement of the LUR and state statute, the Applicant has obtained adequate water rights for three single family residences. If additional density was created in the future and the development did not have access to City water, additional water rights would need to be obtained. This annexation agreement would include a 60-foot, east-west ROW on the northern boundary of the subdivision, establishing an important transportation and utility connection. The City provided the exhibit "Proposed ROW Map" and the following written comment:

"The City has agreed to provide wastewater service in accordance with the Intergovernmental Agreement with the County of Gunnison to the Elk Ranch Homestead Subdivision. The City is also working with the applicant to enter into an Agreement for the future inclusion of the property into the City of Gunnison and to compensate the applicant for the dedication of the right-of-way (ROW) described below. The Agreement will take some time to prepare and finalize; however, one of the important factors will be securing a 60 foot ROW to the City of Gunnison along the north portion of the proposed subdivision. The ROW area would align with an existing (unimproved) 60 foot ROW north of the Community School and south of County Road 15.

The City is agreeable to this subdivision application with the modification of the subdivision plat to secure a 60 foot ROW and the opportunity to enter into an Annexation Agreement with the property owner that would set a future date for annexation into the City, utility service connections and other items agreeable to both parties."

A draft annexation agreement was provided to the County on December 28, 2023 and is available in the project file.

Section 10-102. C. *Location Results In No Significant Net Adverse Impact to the Neighborhood.*
Applicable. The parcel is located adjacent to a residential neighborhood and the Gunnison River. Colorado Parks and Wildlife did not express concerns regarding potential wildlife impacts. A portion of the property is in a FEMA regulatory floodplain and there are a few small wetlands; however, no development is proposed in these areas. The subdivision will be served by City sewer; therefore, there are no concerns regarding proliferation of Onsite Wastewater Treatment Systems. The pending agreement with the City would enhance

transportation and utility connectivity, and allow for the development to connect to City water in the future.

Section 10-103: *Residential Density.*
Applicable. This proposal is within a Three Mile Plan Area of the City of Gunnison; therefore, the standard does apply. Section 10-102: Locational Standards for Residential Development outlines how the project comports with the plan.

> C.2. *Determination of Density Considers Sewage Disposal Requirements:*
> This standard does not apply as the proposed subdivision will tie into City of Gunnison sewer lines.
>
> C.3. *Lot Size and Lot Density Considerations.*
> This parcel is subject to a restrictive covenant, as listed on the warranty deed, to "run with the land, limiting the property conveyed hereby to agricultural and residential uses with not to exceed three (3) single family houses, and necessary utility buildings and customary agricultural buildings".

Section 11-103: *Development in Flood Hazard Areas*
Applicable. According to Gunnison County GIS mapping there is a small area in the southwest corner that is mapped as a floodplain. There are no building envelopes within the designated flood hazard area.

Section 11-105: *Development in Wildfire Hazard Areas*
Applicable. The subdivision and surrounding area are located in a Very High wildfire hazard area. Development will need to comply with Gunnison County Building Codes, which include the Wildland Urban Interface Code, in effect at time of building permit application.

Section 11-106: *Protection of Wildlife Habitat Areas.*
Applicable. A certificate of Administrative Review for Gunnison Sage-grouse habitat assessment has been recorded as of January 14, 2022. This report states that, "the proposed activity will not adversely impact the Gunnison sage-grouse or their habitats beyond that which has already occurred." CPW did not express concerns regarding impact to wildlife.

Section 11-107: *Protection of Water Quality*.
Not Applicable. Unless otherwise exempted, this section shall apply to all Land Use Change Permit applications that involve uses within 125 feet of water bodies and mudflow hazard areas in unincorporated areas of Gunnison County, except as exempted in *Section 11-107: C. 1.: Exempt, and Section 11-107: C. 2.: Partially Exempt*. Based on the provided wetland delineation and the SGM Site Plan dated February 8, 2023 currently there is no development proposed in any of the delineated wetlands, including roads.

Section 12-103: *Road System*.
Applicable. Prior to application submittal, the Applicant coordinated the proposed access with Gunnison County Public Works to ensure compliance with their standards; therefore, Public Works did not have additional comment on the application. The application was referred to the Gunnison Fire Protection District and the District did not have additional comments. The contemplated 60' ROW is compliant with City standards.

Section 12-105: *Water Supply*.
Applicable. The appropriate water augmentation has been purchased from the Upper Gunnison River Water Conservancy District, the documents have been provided as part of this application. There may be ability to connect to City water in the future, See Section 10-102: Locational Standards for Residential Development.

Section 12-106: *Sewage Disposal/Wastewater Treatment.*
Applicable. The development will be served by City Sewer.

Section 12-107: *Fire Protection*.
Applicable. Prior to application submittal, the Applicant coordinated the proposed access with the District to ensure compliance; therefore, the District did not have additional comments. *The left side looks to be long enough to turn around any of our apparatus."*

Section 13-102:B. *Location Within Municipal Three-Mile Plan Area.*
Applicable. The City of Gunnison has an adopted three mile plan and Intergovernmental Agreement with Gunnison County for development in the three mile area that were in effect at the time of application. The application was referred to the City of Gunnison to ensure the application comports with the adopted plan and IGA. City comment is provided in Section 10-102: Locational Standards for Residential Development of this memo.

Section 13-103: *General Site Plan Standards and Lot Measurements.*
Applicable. All structures, roads are meeting the standards of this section.

Section 13-104: *Setbacks from Property Lines and Road Rights-of-Way.*
Applicable. Elk Creek Ranch Homestead draft plat has been submitted along with a new *"Overall Site Plan"* from SGM dated February 8, 2023. All setbacks comply at this time.

Section 13-105: *Residential Building Sizes and Lot Coverages.*
Applicable. No building on a parcel equal to or larger than 6,500 sq. ft. shall exceed 5,000 sq. ft. and the aggregate of all structures shall not exceed 7,000 sq. ft. The primary residence built on the lot will not exceed 5,000 square feet. The secondary unit will not exceed 1,200 square feet. The aggregate of all structures will not exceed 7,000 square feet. The standards of this section have been met and this language has been added to the restrictive covenants.

Section 13-108: *Open Space And Recreation Areas*
Applicable. The standards of this section have been met and this language has been added to the restrictive covenants.

Section 13-110: *Off-Road Parking and Loading.*
Applicable. Elk Creek Ranch Homestead draft plat has been submitted along with a new "Overall Site Plan" from SGM dated February 8, 2023. All setbacks comply at this time. Compliance of this standard will be confirmed at the time of building permit.

Section 13-111: *Landscaping and Buffering.*
Applicable. Natural vegetation will be utilized in meeting this standard. Additional vegetation may be established along the driveway entrance to shield existing houses from the new use but shall not restrict access by emergency service vehicles.

Section 13-112: *Snow storage*.

Applicable. Compliance of this standard will be reviewed at the time of building permit applications.

Section 13-113: *Fencing*
Applicable. Fencing is addressed in the draft covenants and the covenants comply with Gunnison County regulation, which does not allow fences to exceed six feet in height. There are no limitations on fence materials in Gunnison County; however, fences should be constructed to be wildlife-friendly.

Section 13-114: *Exterior Lighting.*
Applicable. All Exterior lighting shall comply with this standard and will be reviewed at the time of building application submittal.

Section 13-115: *Reclamation And Noxious Weed Control.*
Applicable. A reclamation permit shall be required if 10,000 sq.ft or greater of disturbance is proposed.

Section 13-116: *Grading And Erosion Control.*
Applicable. A reclamation permit shall be required if 10,000 sq.ft or greater of disturbance is proposed.

FINDINGS:

The Gunnison County Planning Commission finds that:

1. This project is classified as a Minor Impact.

2. This application is consistent with the standards and requirements of this *Resolution*.

3. The parcels will be served by municipal sewer.

4. Restrictive Covenants for have been provided.

5. A Sage-grouse report dated January 13, 2022 has been completed. This proposal will not adversely impact the Gunnison Sage-grouse or their habitats.

6. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Community Development file relative to this application; including all exhibits, references and documents as included therein.

RECOMMENDATION:

The Gunnison County Planning Commission, having considered the submitted plan, site observations and public testimony, has reached the above findings and recommends that LUC-22-00052 be classified as a Minor Impact and approved, denied or approved with the following conditions:

1. This permit is limited to activities described within the “Project Description” of this application, and as depicted on the Plan submitted as part of this application.

Expansion or change of this use will require either an application for amendment of this permit, or submittal of an application for a new permit, in compliance with applicable requirements of the *Gunnison County Land Use Resolution*.

2. This approval is founded on each individual requirement. Should the applicant successfully challenge any such finding or requirement, this approval is null and void.

3. This permit may be revoked or suspended if Gunnison County determines that any material fact set forth herein or represented by the applicant was false or misleading, or that the applicant failed to disclose facts necessary to make any such fact not misleading.

4. The removal or material alteration of any physical feature of the property (geological, topographical or vegetative) relied on herein to mitigate a possible conflict shall require a new or amended land use change permit.

5. Approval of this use is based upon the facts presented and implies no approval of similar use in the same or different location and/or with different impacts on the environment and community. Any such future application shall be reviewed and evaluated, subject to its compliance with current regulations, and its impact to the County.

6. Enter into a Development Improvement Agreement pursuant to Section 16-118 *Development Improvement Agreement Required.*

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 24 - ____

A RESOLUTION APPROVING LUC-22-00052 ELK RANCH HOMESTEAD SUBDIVISION LOCATED AT THE PROPERTY LEGALLY DESCRIBED AS A TRACT OF LAND WITHIN THE SE1/4 NW1/4 OF SECTION 35, TOWNSHIP 50 NORTH, RANGE 1 WEST, NEW MEXICO PRINCIPAL MERIDIAN, GUNNISON COUNTY, COLORADO; SAID TRACT BEING MORE PARTICULARLY DESCRIBED WITHIN THE WARRANTY DEED RECORDED UNDER NO. 675047, PARCEL NO. 3701-350-00-027.

WHEREAS, the Applicant, Bobette Sylvester McCarroll and Richard McCarroll propose the Elk Ranch Homestead Subdivision, which would subdivide a 14.2-acre undeveloped parcel into three lots: Lot 1, 5.85 acres; Lot 2, 5.85 aces; Lot 3, 2.5 acres; and,

WHEREAS, the parcel is subject to a restrictive covenant established in the General Warranty Deed at Reception No. 446821 which states "*…run with the land, limiting the property conveyed hereby to agricultural and residential uses with not to exceed three (3) single family houses, and necessary utility buildings and customary agricultural buildings."*

WHEREAS, the Applicant and the City of Gunnison entered into a Pre-Annexation Agreement on February 16, 2024 recorded at Reception No. 695278, requesting and consenting to future annexation of the subject property for the purpose of extending the City of Gunnison's water and sanitary sewer services; and,

WHEREAS, the Applicant agrees to convey a public right of way dedication as described in the Pre-Annexation Agreement executed on February 16, 2024 recorded at Reception No. 695278; and,

WHEREAS, a joint public hearing was conducted by the Planning Commission and Board of County Commissioners on January 4, 2024. At the continued joint public hearing on January 18, 2024, the Gunnison County Planning Commission approved a Recommendation of conditional approval of the Elk Ranch Homestead Subdivision and forwarded said Recommendation to the Board of County Commissioners for their review; and

WHEREAS, the Board of Commissioners did, on March 9, 2024, receive and review the Planning Commission's Recommendation and considered the Recommendation in evaluating the request and intends to approve the request by the adoption in full of the Planning Commission's January 18, 2024 recommendation, with the following Findings and Conditions of Approval:

FINDINGS:
The Board finds that:

1. The Planning Commission classified the application as a Minor Impact Project, based upon the impact classification found in *Section 6-102: Projects Classified as Minor Impact Projects A, 2-4 Units.*

2. The land use change complies with all applicable requirements of the *Gunnison County and Use Resolution* and *Section 6-10: Standards of Approval for Minor Impact Projects*.

3. This application is consistent with the standards and requirements of this Resolution.

4. The parcels will be served by municipal sewer.

5. Restrictive Covenants for have been provided.

6. A Sage-grouse report dated January 13, 2022 has been completed. This proposal will not adversely impact the Gunnison Sage-grouse or their habitats.

7. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Community Development file relative to this application; including all exhibits, references and documents as included therein.

Conditions of Approval:

1. A mylar subdivision plat, in compliance with Section 6-105, *Gunnison County Land Use Resolution*, shall be provided to the Community Development Department, for signature by the Board of County Commissioners. Approval shall not be effective until and unless the plat is recorded with the Office of the Gunnison County Clerk and Recorder.

2. The approval shall be memorialized by Board Resolution. Approval shall not be effective until the Resolution is recorded with the Office of the Gunnison County Clerk and Recorder.

3. This permit is limited to activities described within the "Project Description" of this application, and as depicted on the Plan submitted as part of this application. Expansion or change of this use will require either an application for amendment of this permit, or submittal of an application for a new permit, in compliance with applicable requirements of the *Gunnison County Land Use Resolution*.

4. This approval is founded on each individual requirement. Should the applicant successfully challenge any such finding or requirement, this approval is null and void.

5. This permit may be revoked or suspended if Gunnison County determines that any material fact set forth herein or represented by the applicant was false or misleading, or that the applicant failed to disclose facts necessary to make any such fact not misleading.

6. The removal or material alteration of any physical feature of the property (geological, topographical or vegetative) relied on herein to mitigate a possible conflict shall require a new or amended land use change permit.

7. Approval of this use is based upon the facts presented and implies no approval of similar use in the same or different location and/or with different impacts on the environment and

DRAFT

community. Any such future application shall be reviewed and evaluated, subject to its compliance with current regulations, and its impact to the County.

8. Enter into a Development Improvement Agreement pursuant to Section 16-118 *Development Improvement Agreement Required.*

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that Land Use Change Permit No. LUC-22-00052 Elk Ranch Homestead Subdivision is approved as a Minor Impact Project, subject to each and all conditions, as identified above.

THIS RESOLUTION AND THE APPROVAL GRANTED HEREBY shall not be effective unless and until a copy is recorded in the Office of the Clerk and Recorder of Gunnison County.

INTRODUCED by Commissioner _____,

seconded by Commissioner _____, and passed on this 19th day of March, 2024.

BOARD OF COUNTY COMMISSIONERS

DRAFT

_____	_____	_____
Jonathan Houck, Chairperson	Elizabeth Smith, Commissioner	Laura Puckett-Daniels Commissioner

ATTEST:

_____

Gunnison County Clerk and Recorder

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: A Resolution Clarifying the Duties of the Gunnison

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

A Resolution clarifying the duties of the Gunnison County Board of Adjustment under the Gunnison County Land Use Resolution and other applicable authorities and repealing prior Resolutions related to the Board of Adjustment.

Fiscal Impact: None

Submitted by: Donita Bishop **Submitter's Email Address:** dbishop@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:

Reveiwed by: Discharge Date: 3/11/2024 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/12/2024

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 20

Agenda Date: 3/19/2024

Revised April 2015

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 2024-_____

A RESOLUTION CLARIFYING THE DUTIES OF THE GUNNISON COUNTY BOARD OF ADJUSTMENT UNDER THE GUNNISON COUNTY LAND USE RESOLUTION AND OTHER APPLICABLE AUTHORITIES AND REPEALING PRIOR RESOLUTIONS RELATED TO THE BOARD OF ADJUSTMENT

WHEREAS, Gunnison County, Colorado (the "County"), is a duly organized and existing county, existing as such under and by virtue of the Constitution and laws of the State of Colorado;

WHEREAS, the Gunnison County Board of County Commissioners (the "Board") has adopted the *Gunnison County Land Use Resolution*, as amended ("LUR"), pursuant to the authorities cited in Section 1-102 of the LUR; and

WHEREAS, the Board first adopted a master plan and the first iteration of the LUR as early as Resolution No. 25, Series 1977;

WHEREAS, the Board has adopted Resolution No. 2023-22, A Resolution Adopting the 2021 Editions of the "International Building Code," the "International Residential Code," the "International Mechanical Code," the "International Fuel Gas Code," the "International Energy Conservation Code," the "International Existing Building Code," and the "Colorado Model Electric Ready and Solar Ready Code," with Amendments, and Amendments to the 2021 Edition of the "International Wildland- Urban Interface Code";

WHEREAS, pursuant to the LUR, C.R.S. § 30-28-117 and other applicable authorities, the Board, pursuant to Resolution Nos. 05-24, 08-03, and other resolutions and official acts has created a Board of Adjustments, now referred to in the LUR as the "Board of Adjustment";

WHEREAS, pursuant to the LUR, C.R.S. § 30-28-206 and other applicable authorities, the Board, pursuant to Resolution Nos. 05-24, 08-03, and other resolutions and official acts has created a Board of Review, which is referred to by the County as the "Board of Appeals";

WHEREAS, the Board has adopted Resolution No. 2023-38, A Resolution Amending the *Gunnison County Land Use Resolution*;

WHEREAS, the amendments adopted by Resolution No. 2023-28 replaced by operation of law the then-existing Board of Adjustments and Board of Appeals with a new Board of Adjustment intended to perform both the functions of the prior Board of Adjustments and Board of Appeals;

WHEREAS, the amendments to the LUR adopted by Resolution No. 2023-28 supersede and overrule all special area regulations in conflict with its express provisions, including but not limited to the Crested Butte South Special Area Regulations; and

WHEREAS, the Board of Adjustment includes members experienced in building construction consistent with CRS § 30-28-206(1);

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that:

1. The foregoing recitals are incorporated herein by reference and adopted as findings and determinations of the Board.

2. As set forth in the LUR, the Board of Adjustment shall serve all purposes previously served by the Board of Adjustments and the Board of Appeals (Board of Review).

3. The Board shall take all reasonable steps to ensure that the Board of Adjustment includes members experienced in building construction.

4. Nothing in this Resolution shall be construed to afford any person or entity any cause of action against the County or any of its officials, officers, employees, agents or attorneys, nor create any intended or incident third-party beneficiaries.

5. Resolution Nos. 08-03 and 05-24 are hereby repealed, and the Board hereby ratifies such appeal due to operation of Resolution No. 2023-38 as of the effective date of Resolution No. 2023-38.

6. All other orders, instructions, motions and resolutions, or parts thereof, inconsistent with this Resolution are hereby repealed to the extent only of such inconsistency. This paragraph shall not be construed to revive or revise any ordinance, motion, order, or resolution, or part thereof, heretofore repealed. To the extent any ambiguity exists between any ordinance, resolution, motion, order, statement or instruction by the Board, whether existing before or after passage of this Resolution, this Resolution shall control. No statement or writing by any Board member, whether in a meeting of the Board or not, shall purport to amend, alter, supplement or override the express terms of this Resolution, and no such statement or writing may be relied upon by any person in relation to this Resolution.

7. If any section, subsection, paragraph, clause or other provision of this Resolution for any reason is held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Resolution, the intent being that the same are severable.

8. This Resolution shall be in full force and take effect immediately upon its passage and approval, and if approved shall, to the fullest extent permitted by law, apply retroactively and *nunc pro tunc* to the date Resolution No. 2023-28 was enacted, and shall remain in effect unless and until repealed or amended by subsequent

Resolution.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this_____day of _____ 2024.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By
_____
Jonathan Houck, Chairperson

By
_____
Elizabeth Smith, Vice-Chairperson

By
_____
Laura Puckett Daniels, Commissioner

Attest:

_____
Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: A Resolution Establishing and Amending the Policy

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

A Resolution Establishing and Amending the Policy for appointments to the Boards and Commissions managed by Gunnison County and other organizations.

Fiscal Impact:

Submitted by: Donita Bishop **Submitter's Email Address:** dbishop@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:

Reveiwed by: Discharge Date: 3/12/2024 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/14/2024

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 15

Agenda Date: 3/19/2024

Revised April 2015

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO: 2024-_____

A RESOLUTION ESTABLISHING AND AMENDING THE POLICY FOR APPOINTMENTS TO BOARDS AND COMMISSIONS MANAGED BY GUNNISON COUNTY AND OTHER ORGANIZATIONS

THIS RESOLUTION SUPERSEDES RESOLUTION NOS: 2019-17 AND 2024-7

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado ("Board") has the authority to appoint members to various Gunnison County boards and commissions and to other boards and commissions that allow representation from Gunnison County, Colorado ("County"); and

WHEREAS, the Board desires to establish a policy to ensure that the appointment process:

- Will be timely;
- Will foster applications for open positions;
- Will be open to public scrutiny;
- Will comply with applicable legal requirements; and
- Will result in appointments that are in the best interests of Gunnison County;

WHEREAS, the appointment process established by this Resolution shall apply to appointments to the following boards and commissions:

a. Board of Adjustment
b. Colorado River Water Conservation District Board
c. Commissioner of Deeds
d. Community Corrections Board
e. Environmental Health Board
f. Extension Advisory Committee
g. Gunnison Basin Sage-grouse Strategic Committee
h. Gunnison Cemetery District Board
i. Gunnison Valley Hospital Board of Trustees
j. Gunnison Valley Regional Housing Authority Board
k. HB 1177 Roundtable
l. Historic Preservation Commission
m. Land Preservation Board
n. Library Board of Trustees
o. Medical Health Officer
p. Planning Commission
q. Region 10 Board
r. Southwest Colorado Opioid Regional Council
s. Sustainable Tourism and Outdoor Recreation Committee

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t. Tenderfoot Child & Family Development Center Board of Directors
u. Tourism and Prosperity Partnership Board
v. Veterans Service Officer
w. Watershed Weed Commission
x. Western Regional EMS Council
y. Other boards and commissions as identified from time to time by the Board of County Commissioners

WHEREAS, the appointment process established by this Resolution shall be followed unless the process is in conflict with a specific requirement of an applicable ordinance, statute, established resolution of the Board, ~~or~~ other legal requirement or unless the requirements of this Resolution are waived or modified by the Board pursuant to Section 8 of this Resolution; ~~.~~

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that the County hereby adopts the following ~~the~~ procedure for advertisement, interview, and appointment ~~of persons~~ to fill vacancies on County boards and commissions; ~~shall occur by the following process except in unusual circumstances, such as those dictated by statute or specific bylaws (see Section 7 below):~~

Annual Appointment Process:

1. Notification:
   a. Prior to or at the time of issuance of the annual vacancy notice, County staff ~~members and/~~or the chairperson involved with each board or commission ~~will~~ shall be advised of upcoming vacancies and asked to encourage citizens to apply who have the appropriate interest, commitment, and skills.
   b. Prior to or at the time of issuance of the annual vacancy notice, persons whose terms are expiring will be informed of their term expiration, thanked for their service, and, at the discretion of the County, encouraged to reapply.

2. Vacancy Notices and Applications:
   a. Annual Board requests for applications for appointment shall be made ~~via~~ by publication on ~~newspaper,~~ the County website, and~~/or~~ the County's social media outlets, and may also be made by publication in newspaper(s) or other print media; and
   b. The vacancy notice shall be issued no later than November 1st with a response deadline of December 1st , or the first business day thereafter.

3. Scheduling/Conducting Interviews and Making Appointments:
   a. The Board may interview applicants to the boards and commissions governed by this Resolution; however, nothing in this Resolution shall be construed to require the Board to interview any applicant except where expressly required by law.
   ~~3.~~

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~~a.~~b. Interviews ~~shall~~ may be accomplished by the Board of County Commissioners prior to January 20th. Notification of interview date and time ~~will~~ shall be made by ~~email~~ electronic mail to applicants, and may also be made by other appropriate methods, such as by telephone or text message.

~~b.~~c. If the Board elects to conduct interviews, i~~I~~ncumbent applicants ~~will~~ shall be advised that the interview is conducted for both an interview and opportunity for the applicant to update the Board on activities of that board or commission.

4. Re-notification:
   a. ~~After the first round of appointments are made~~Should the Board decide that the process set forth in Section 3 of this Resolution failed to produce a successful applicant or a sufficient number of applicants to choose from, the Board may ~~opt to pursue a second round of appointments by following the same process~~repeat such ~~as stated~~process ~~above~~, but ~~for~~ in no case shall such repeated process last more than ~~only~~ three (3) weeks ~~for any specific board or commission vacancies remaining~~from the date the initial process was completed.

5. Recruitment:
   a. After two rounds of interviews and appointments, County staff members ~~and/~~or the chairperson ~~involved with~~for each board or commission will be advised of remaining vacancies and asked to recruit applicants. If this process yields interested applicants, interviews and appointments will be scheduled.

6. Out-of-Cycle Applications and Vacancies; Removal of Appointees:
   a. If a resignation ~~and/~~or other creation of a vacancy occurs outside of the annual cycle outlined above, the Board may elect to create and follow a one-time recruitment and appointment schedule to fill that vacancy.
   b. Except where the law expressly provides otherwise, a~~A~~ll appointments pursuant to this Resolution are at will, and all appointees appointed pursuant to this Resolution shall serve at the pleasure of the Board. Accordingly, all appointees appointed pursuant to this Resolution are not considered employees of Gunnison County, and the Board may remove any appointee at any time for any reason, with or without cause, unless the law expressly provides otherwise.
   c. The Board may~~, at its discretion,~~ temporarily extend the term dates of any appointee if their term is set to ~~term~~ end prior to the conclusion of the interview and appointment schedule so that service on the board or commission is not disrupted. The Board may also, at its discretion, accept late letters of interest if the number of vacancies is greater than the number of letters of interest submitted by the deadline.

7. Special Circumstances Dictated by Bylaws ~~and/~~or Statutes:

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a. Colorado River Water Conservation District. Pursuant to CRS § 37-46-104, the Board shall make its regular appointment to the Colorado River Water Conservation District during its first meeting in January. The County Clerk or a Deputy County Clerk will administer the Oath of Office to the newly appointed (or reappointed) person, and that appointee shall take office beginning on the third Tuesday in January.

b. Gunnison Valley Hospital Board of Trustees. Pursuant to CRS § 25-3-303 and the Gunnison Valley Hospital Board of Trustees bylaws, the Board shall make regular appointments to the Gunnison Valley Hospital Board of Trustees on or before the second Tuesday of January. The County Clerk or a Deputy County Clerk will administer the Oath of Office to the newly appointed (or reappointed) person within 10 days of appointment. The appointee shall take office beginning on the first day of February.

c. Board of Adjustment. Appointments to the Gunnison County Board of Adjustment shall be governed by the *Gunnison County Land Use Resolution*, CRS § 30-28-117 and other applicable law, except that Gunnison County may follow this Resolution for such appointments so long as there is no conflict between such laws and this Resolution.

d. Planning Commission. Appointments to the Gunnison County Planning Commission shall be governed by the *Gunnison County Land Use Resolution*, CRS § 30-28-103 and other applicable law, except that Gunnison County may follow this Resolution for such appointments so long as there is no conflict between such laws and this Resolution.

~~b.~~

8. Waiver/Modification.

a. The Board, in its sole discretion and to the fullest extent permitted by law, may waive or modify any of the requirements of this Resolution by majority vote of the Board at a regular or special meeting.

9. Severability

a. If any section, subsection, paragraph, clause or other provision of this Resolution for any reason is held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Resolution, the intent being that the same are severable.

10. No Cause of Action

a. Nothing in this Resolution shall be construed to afford any person or entity any cause of action against the County or any of its officials, officers, employees, agents or attorneys, nor create any intended or incident third-party beneficiaries.

INTRODUCED by Commissioner _____, seconded by Commissioner _____ and adopted this _____ day of ~~February~~ _____, 2024.

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~~GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS~~

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

~~Jonathan Houck, Chairperson~~

~~Elizabeth K. Smith, Vice Chairperson~~

~~Laura Puckett Daniels, Commissioner~~

~~ATTEST:~~

~~Deputy County Clerk~~

By _____
Jonathan Houck, Chairperson

By _____
Elizabeth Smith, Vice Chairperson

By _____
Laura Puckett Daniels, Commissioner

ATTEST:

Deputy County Clerk

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BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

RESOLUTION NO: 2024-_____

A RESOLUTION ESTABLISHING AND AMENDING THE POLICY FOR APPOINTMENTS TO BOARDS AND COMMISSIONS MANAGED BY GUNNISON COUNTY AND OTHER ORGANIZATIONS

THIS RESOLUTION SUPERSEDES RESOLUTION NOS 2019-17 AND 2024-7

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado ("Board") has the authority to appoint members to various Gunnison County boards and commissions and to other boards and commissions that allow representation from Gunnison County, Colorado ("County"); and

WHEREAS, the Board desires to establish a policy to ensure that the appointment process:

- Will be timely;
- Will foster applications for open positions;
- Will be open to public scrutiny;
- Will comply with applicable legal requirements; and
- Will result in appointments that are in the best interests of Gunnison County;

WHEREAS, the appointment process established by this Resolution shall apply to appointments to the following boards and commissions:

a. Board of Adjustment
b. Colorado River Water Conservation District Board
c. Commissioner of Deeds
d. Community Corrections Board
e. Environmental Health Board
f. Extension Advisory Committee
g. Gunnison Basin Sage-grouse Strategic Committee
h. Gunnison Cemetery District Board
i. Gunnison Valley Hospital Board of Trustees
j. Gunnison Valley Regional Housing Authority Board
k. HB 1177 Roundtable
l. Historic Preservation Commission
m. Land Preservation Board
n. Library Board of Trustees
o. Medical Health Officer
p. Planning Commission
q. Region 10 Board
r. Southwest Colorado Opioid Regional Council
s. Sustainable Tourism and Outdoor Recreation Committee
t. Tenderfoot Child & Family Development Center Board of Directors

u. Tourism and Prosperity Partnership Board
v. Veterans Service Officer
w. Watershed Weed Commission
x. Western Regional EMS Council
y. Other boards and commissions as identified from time to time by the Board of County Commissioners

WHEREAS, the appointment process established by this Resolution shall be followed unless the process is in conflict with a specific requirement of an applicable ordinance, statute, established resolution of the Board, other legal requirement or unless the requirements of this Resolution are waived or modified by the Board pursuant to Section 8 of this Resolution;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that the County hereby adopts the following procedure for advertisement, interview, and appointment to fill vacancies on County boards and commissions:

Annual Appointment Process:

1. Notification:
    a. Prior to or at the time of issuance of the annual vacancy notice, County staff or the chairperson involved with each board or commission shall be advised of upcoming vacancies and asked to encourage citizens to apply who have the appropriate interest, commitment, and skills.
    b. Prior to or at the time of issuance of the annual vacancy notice, persons whose terms are expiring will be informed of their term expiration, thanked for their service, and, at the discretion of the County, encouraged to reapply.

2. Vacancy Notices and Applications:
    a. Annual Board requests for applications for appointment shall be made by publication on the County website, and the County's social media outlets, and may also be made by publication in newspaper(s) or other print media; and
    b. The vacancy notice shall be issued no later than November 1st with a response deadline of December 1st, or the first business day thereafter.

3. Scheduling/Conducting Interviews and Making Appointments:
    a. The Board may interview applicants to the boards and commissions governed by this Resolution; however, nothing in this Resolution shall be construed to require the Board to interview any applicant except where expressly required by law.

    b. Interviews may be accomplished by the Board of County Commissioners prior to January 20th. Notification of interview date and time shall be made

by electronic mail to applicants, and may also be made by other appropriate methods, such as by telephone or text message.

c. If the Board elects to conduct interviews, incumbent applicants shall be advised that the interview is conducted for both an interview and opportunity for the applicant to update the Board on activities of that board or commission.

4. Re-notification:
    a. Should the Board decide that the process set forth in Section 3 of this Resolution failed to produce a successful applicant or a sufficient number of applicants to choose from, the Board may repeat such process, but in no case shall such repeated process last more than three (3) weeks from the date the initial process was completed.

5. Recruitment:
    a. After two rounds of interviews and appointments, County staff members or the chairperson for each board or commission will be advised of remaining vacancies and asked to recruit applicants. If this process yields interested applicants, interviews and appointments will be scheduled.

6. Out-of-Cycle Applications and Vacancies; Removal of Appointees:
    a. If a resignation or other creation of a vacancy occurs outside of the annual cycle outlined above, the Board may elect to create and follow a one-time recruitment and appointment schedule to fill that vacancy.
    b. Except where the law expressly provides otherwise, all appointments pursuant to this Resolution are at will, and all appointees appointed pursuant to this Resolution shall serve at the pleasure of the Board. Accordingly, all appointees appointed pursuant to this Resolution are not considered employees of Gunnison County, and the Board may remove any appointee at any time for any reason, with or without cause, unless the law expressly provides otherwise.
    c. The Board may temporarily extend the term dates of any appointee if their term is set to end prior to the conclusion of the interview and appointment schedule so that service on the board or commission is not disrupted. The Board may also, at its discretion, accept late letters of interest if the number of vacancies is greater than the number of letters of interest submitted by the deadline.

7. Special Circumstances Dictated by Bylaws or Statutes:
    a. Colorado River Water Conservation District. Pursuant to CRS § 37-46-104, the Board shall make its regular appointment to the Colorado River Water Conservation District during its first meeting in January. The County Clerk or a Deputy County Clerk will administer the Oath of Office to the newly appointed (or reappointed) person, and that appointee shall take office beginning on the third Tuesday in January.

b. Gunnison Valley Hospital Board of Trustees. Pursuant to CRS § 25-3-303 and the Gunnison Valley Hospital Board of Trustees bylaws, the Board shall make regular appointments to the Gunnison Valley Hospital Board of Trustees on or before the second Tuesday of January. The County Clerk or a Deputy County Clerk will administer the Oath of Office to the newly appointed (or reappointed) person within 10 days of appointment. The appointee shall take office beginning on the first day of February.
c. Board of Adjustment. Appointments to the Gunnison County Board of Adjustment shall be governed by the *Gunnison County Land Use Resolution*, CRS § 30-28-117 and other applicable law, except that Gunnison County may follow this Resolution for such appointments so long as there is no conflict between such laws and this Resolution.
d. Planning Commission. Appointments to the Gunnison County Planning Commission shall be governed by the *Gunnison County Land Use Resolution*, CRS § 30-28-103 and other applicable law, except that Gunnison County may follow this Resolution for such appointments so long as there is no conflict between such laws and this Resolution.

8. Waiver/Modification.
    a. The Board, in its sole discretion and to the fullest extent permitted by law, may waive or modify any of the requirements of this Resolution by majority vote of the Board at a regular or special meeting.

9. Severability
    a. If any section, subsection, paragraph, clause or other provision of this Resolution for any reason is held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Resolution, the intent being that the same are severable.

10. No Cause of Action
    a. Nothing in this Resolution shall be construed to afford any person or entity any cause of action against the County or any of its officials, officers, employees, agents or attorneys, nor create any intended or incident third-party beneficiaries.

INTRODUCED by Commissioner_____, seconded by Commissioner _____, and adopted this _____day of _____ , 2024.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Elizabeth Smith, Vice Chairperson

By _____
Laura Puckett Daniels, Commissioner

ATTEST:

_____
Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Gunnison County Boards and Commissions Appointment

Action Requested: Motion

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Please see the attached letters of interest.

Fiscal Impact:

Submitted by: Katherine Haase **Submitter's Email Address:** khaase@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/14/2024

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 15

Agenda Date: 3/19/2024

Revised April 2015

From: noreply@civicplus.com
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application
Date: Thursday, February 15, 2024 1:21:55 PM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Extension Advisory Committee
First and Last Name	Melissa Post
Address	605 N 8th St
City	Gunnison
Phone	816-820-6847
Email Address	melpost10@gmail.com
Why would you like to serve on this Board or Commission?	The CSU extension office offers many programs/education/training/opportunities that interest me and speak to some of my passions. I believe I only know a fraction of what they offer and would like to be a part of growing those prospects for residents of our community. The people at our Gunnison CSU office are committed and energetic and therefore make it a program that I'd like to be a part of. As I look for ways to support and serve our County, this one speaks to me.
Additional Comments	*Field not completed.*

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application
Date: Friday, March 1, 2024 4:26:26 PM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Gunnison Basin Sage-grouse Strategic Committee
First and Last Name	steffanie chain
Address	1600 Coyote Trail
City	Almont, CO
Phone	9702093953
Email Address	steffaniechain@yahoo.com
Why would you like to serve on this Board or Commission?	I live in Gunnison Sage Grouse territory. I love birds.
Additional Comments	*Field not completed.*

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application
Date: Thursday, January 18, 2024 12:50:46 PM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Gunnison Basin Sage-grouse Strategic Committee
First and Last Name	Tim Kugler
Address	1118 Vulcan St
City	Gunnison
Phone	7035991873
Email Address	tim@gunnisontrails.org
Why would you like to serve on this Board or Commission?	As Executive Director of Gunnison Trails, we work closely with our public land managers, the City of Gunnison, Gunnison County and other partner organizations on trail maintenance and stewardship projects throughout Gunnison County, as well as educating public land users on wintering wildlife closures and spring time trail closures for Sage Grouse conservation. I have had the pleasure of sitting on the Sage-grouse Strategic Committee since 2017, and I believe Gunnison Trails brings a unique and critical perspective to Gunnison Sage-grouse conservation efforts.
Additional Comments	Thank you for the consideration.

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WESTERN
COLORADO UNIVERSITY

February 21, 2024

Gunnison County Commissioners –

Thank you for adding a standing committee member representing Research and Education to the Gunnison Basin Sage-grouse Strategic Committee. Western faculty have participated on sub-committees of the committee since it was established more than a decade ago engaging over research, education, and invasive species management issues regularly each year. Importantly, they have been able to provide student and faculty research, expertise in education and outreach, and coordinate use of facilities and conservation actions on Western's campus and state managed land within sage grouse habitat. I am nominating Dr. Pat Magee to continue his service as the alternate for the Research and Education at-large position.

I understand that each nominating entity for the current seats empower their nominee to represent their organization or agency and to make decisions and recommendations associated with the organization. The majority of those decisions for Western are associated with working toward grants, designing research and monitoring projects, engaging student classes and student research, organizing summits and educational outreach. Dr. Magee has done so for Gunnison Sage-grouse issues for the past two decades and is considered a campus leader associated with the species and issues. He collaborates closely with all organizations represented on the Strategic Committee and Gunnison County personnel. In addition, I am one of the campus leaders who typically consults with him on suggested changes or restoration projects on University managed land to ensure we are acting per our Candidate Conservation Agreement with Assurances and with the best intent to help recover the Gunnison Sage-grouse.

Please let me know if you need further information from Western or from Dr. Magee.

Sincerely,

Jessica Young
Provost
provost@western.edu

From: noreply@civicplus.com
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application
Date: Friday, March 1, 2024 10:48:47 AM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Gunnison Basin Sage-grouse Strategic Committee
First and Last Name	sean patrick
Address	470 white stallion circle
City	crested butte
Phone	720-468-2195
Email Address	seanthepatrick@gmail.com
Why would you like to serve on this Board or Commission?	Trying to get involved in local politics and want to help out the community.
Additional Comments	*Field not completed.*

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application
Date: Thursday, February 29, 2024 9:45:14 AM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Gunnison Basin Sage-grouse Strategic Committee
First and Last Name	Petar Simic
Address	106 S 3rd St
City	Gunnison
Phone	2488816982
Email Address	HappyHabitatsGunnison@gmail.com
Why would you like to serve on this Board or Commission?	I am excited to apply for the GBSGSC At-Large Research and Education position. I attend the GBSGSC meetings each month as a member of the public. As a devoted steward for the Gunnison sage-grouse, I find the meetings very productive and enjoy contributing when I can. As the Habitat Restoration and Cheatgrass Coordinator for Gunnison County, I chair the Cheatgrass Subcommittee to the GBSGSC where I coordinate cross-ownership cheatgrass treatment and outreach with a diverse set of stakeholders. My work as the Habitat Restoration and Cheatgrass Coordinator involves coordinating, planning, and implementing sagebrush restoration projects that are designed to directly benefit Gunnison sage-grouse habitat. Additionally, I count leks each spring to help estimate Gunnison sage-grouse population trends and coordinate research projects and educational volunteers events intended to improve Gunnison sage-grouse habitat, inform the public how they can support habitat improvement efforts, and give land managers knowledge to best manage Gunnison sage-grouse habitat. Given my representation of our local efforts involving Gunnison sage-grouse, I think I would make an important contribution to the GBSGSC. Thank you for your consideration.
	Field not completed.

From: LeeAnn Mick
To: Katherine Haase
Subject: Historic preservation commission.
Date: Thursday, January 18, 2024 12:48:46 PM

[EXTERNAL SENDER - USE CAUTION]

Ms. Haase, This is LeeAnn Mick, I have served on the HPC for many years and I am would like to continue to serve.

Thank you,

LeeAnn Mick

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This email has been checked for viruses by Avast antivirus software.
www.avast.com

From: noreply@civicplus.com
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application
Date: Sunday, January 28, 2024 10:16:04 AM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Historic Preservation Commission
First and Last Name	Shelley Popke
Address	PO Box 2563
City	Crested Butte
Phone	303-746-1999
Email Address	shelleympopke@gmail.com
Why would you like to serve on this Board or Commission?	I have enjoyed serving on the HPC for one term. I would like to serve on the HPC for another term so that I can continue working on intitiatives that are currently underway that further historic preservation in the Gunnison Valley.
Additional Comments	Thank you!

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
To: BOCC
Subject: Online Form Submittal: Boards and Commissions Application
Date: Tuesday, February 6, 2024 7:46:24 PM

[EXTERNAL SENDER - USE CAUTION]

Boards and Commissions Application

Board/Commission or position applying for:	Historic Preservation Commission
First and Last Name	Heather Thiessen Reily
Address	409 Haverly St
City	Crested Butte
Phone	9702090306
Email Address	canuckco00@gmail.com
Why would you like to serve on this Board or Commission?	I would like to be reappointed for another term to continue the relationship this board has developed with Western's Public History program and to continue to work on the Somerset project the Board started two years ago.
Additional Comments	As a Historic Preservation Board, I have acted as a liason between the Board and university Public History interns; Finally, in light of Dr. Nunn Kinias' recent departure from the valley, I feel it important to have a board member who is connected to the university. I have been recently appointed to the Library Board but I applied knowing I would continue serving on the Historic Preservation Board as well.

Email not displaying correctly? View it in your browser.

Gunnison County Administration
200 E. Virginia
Gunnison, CO 81230

February 15, 2024

Received
County Administration
2/15/24

Dear Gunnison County Commissioners,

Sorry I missed the original call for letters.

I would very much like to continue my efforts with Region 10. Over the years this has become a challenging opportunity to further the interests of Gunnison County and our region. Specifically, my efforts in the area of Transportation have proven to be of value.

I currently hold the positions of:

Chairman: Gunnison Valley Transportation Planning Region
Chairman: State Transportation Advisory Committee (STAC)
Committee member on:
TRAC

With my position as Chairman of the STAC, I currently attend the CDOT's Transportation Commission's workshops on a monthly basis. I also make a report to the Transportation Commission at their monthly meeting.

The 2050 planning process is currently being organized. I have been part of the LONG RANGE planning process from the early 90's and would like to continue.

Thank you for appointing me in the past and I look forward to working with you in the future. Again, I would very much like to continue my efforts with Region 10 and Transportation Planning.

Sincerely

Deacon Vincent J. Rogalski
804 Sunny Slope Dr.
Gunnison, CO 81230

Cell Phone: 970-209-0380
E-mail: vrogal@montrose.net

To whom it may concern:

I am writing to express my interest in serving on the South West Opioid Consortium. I have been part of this group for the past two years. I bring experience in prevention, treatment and recovery of SUD/OUD.

Thank you for your consideration.

Kari Commerford, MA
Director of Gunnison County Juvenile Services

Gunnison, CO 81230

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Gunnison County Board of Health

Action Requested: Other Board of Health agenda

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Presentation for Board of Health meeting on Health Coalition

Fiscal Impact:

Submitted by: Margaret Wacker **Submitter's Email Address:** mwacker@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/14/2024

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 15

Agenda Date: 3/19/2024

Revised April 2015

Gunnison County
Community Health Coalition

Board of Health Presentation: March 19th, 2024

Margaret Wacker, Community Health Manager
Reiley Jones, Health Coalition Coordinator



Mission Statement

The purpose of the Health Coalition is to improve the wellbeing of all community members. It consists of an inclusive and dynamic group of health and human services professionals dedicated to improving social, physical, mental and spiritual health for all community members.



Who we are

AXISHealth System

GUNNISON COUNTY

GUNNISON COUNTRY Food Pantry — La Despensa de Alimentos

CB STATE OF MIND

CITY OF GUNNISON COLORADO

CFGV COMMUNITY FOUNDATION of the GUNNISON VALLEY here for good

WESTERN COLORADO UNIVERSITY

GUNNISON VALLEY MENTORS PARTNERS

GUNNISON VALLEY HEALTH

GUNNISON VALLEY FAMILY PHYSICIANS

We believe in finding solutions for rural, by rural.

Responsibilities

1. Enhance Collaboration: Provide an inclusive forum for networking that includes all voices, promotes information sharing, relationship building and service coordination while avoiding duplication of efforts.

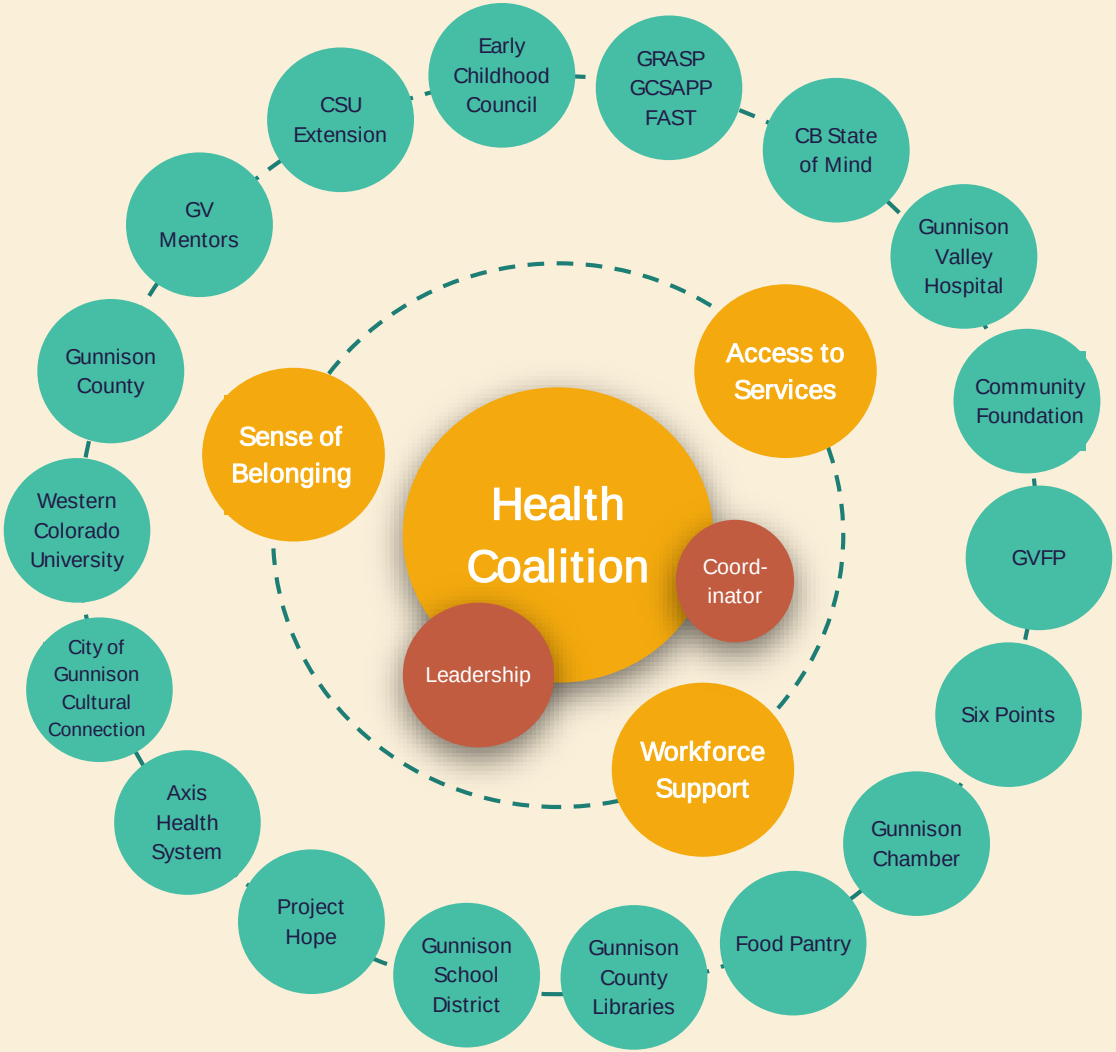
2. Be Proactive: Identify gaps and inequities in services and leveraging resources to address community well-being and develop an appropriate response in alignment with community values.

3. Educate: Build and maintain community awareness of issues related to health equity, community health and well-being.

4. Advocate: Advocate for needed changes in systems and program services to increase access to services, promote sustainability and accessibility of existing programs and resource allocations.

5. Monitor progress: Support local and regional community health assessments to monitor and evaluate progress toward goals.

6. Stakeholder Initiatives: Provide oversight of work plans for the subcommittees


Health Coalition
Coord-inator
Leadership
Access to Services
Workforce Support
Sense of Belonging
Early Childhood Council
GRASP GCSAPP FAST
CB State of Mind
Gunnison Valley Hospital
Community Foundation
GVFP
Six Points
Gunnison Chamber
Food Pantry
Gunnison County Libraries
Gunnison School District
Project Hope
Axis Health System
City of Gunnison Cultural Connection
Western Colorado University
Gunnison County
GV Mentors
CSU Extension

Health Coalition Subgroups

What are we working on?



Workforce Support

Community-Owned Wellness Program



Access to Services

Referral mapping project



Sense of Belonging

Community Champion campaign and Welcoming tip guide

Workforce Support Subgroup

Community-Owned Wellness Program (EAP)



- Pilot program
- Co-op model EAP for local businesses
- Prioritizing at-risk populations (construction industry, service industry, nonprofits)
- Enrolling 150 community members

Access to Services Subgroup

Before

Provider surveys



Collected information on current processes for patient referrals

Interviews



Conducted key informant interviews

Next Steps



Currently discussing options for improving referral follow-through

Sense of Belonging Subgroup

Current Projects

- Community Champions campaign
- Welcoming Tip Guide

Services

People

Events



Gunnison County provides fiscal sponsorship and support through funding from Health and Human Services and Juvenile Services.

Thank you!

Questions?

Reiley Jones rjones@gunnisoncounty.org
Margaret Wacker mwacker@gunnisoncounty.org

