NEW BUSINESS

~~Ltr~~ A

**John Justad**
**Hangar Space Lease Agreement**

TERMS:

- Length of Agreement
  - 1 Year

- Price per Unit of Time
  - As consideration to the Authority under this Agreement, beginning on the commencement date and in advance on the first day of each month thereafter during the term of this Agreement, Renter agrees to pay to the Authority rent in the amount of four hundred thirty dollars ($430) per month. In addition, commencing October 1st through April 30th of each year, there will be a utility surcharge of twenty five dollars ($25.00) per month charged. The utility surcharge will be added to the monthly amount due during this period.

- Special Stipulations
  - Must notify by end of April for renewal – same as last year
  - Subleasing terms same – same as last year

- Termination Summary
  - The term of this Agreement shall commence on August 1, 2017 and shall continue until July 31, 2018. In the event that Renter shall fail to surrender the Leased Premises at the termination of this Agreement, Renter hereby agrees to pay Authority ten dollars ($10.00) per day until such time as Renter surrenders the Leased Premises. Renter shall have the first right of refusal to renew this contract for the aircraft identified or a similarly sized aircraft on an annual basis at a rate agreed to by the parties provided that Renter provides a written request to the Authority on or before April 1 of the year in which the Agreement expires. The Authority will provide a response and a proposed rate within ten (10) calendar days upon receipt of the request. The Agreement must be executed by the Renter on or before April 30 of the given year. If not executed within that timeframe, the Agreement will terminate on the expiration date identified in this Agreement.

ARGEEMENT OVERVIEW (CONTEXT):

- Is this a renewal?
  - Yes
- Is this our first agreement w/ the entity?

        - No
    - What are the core changes to key terms?
        - No changes
    - Why were the changes in key terms needed/wanted?
        - Just the term for renewal
    - What other factors were important considerations when negotiating the agreement?
        - None
    - What are the key benefits to the DAA or the traveling public?
        - This is a renewal of the hangar space lease agreement. Only the time of the terms have changes. Continued relationship with the owner of Beaver Air Tours

Prepared by Brian Madsen

# HANGAR SPACE LEASE AGREEMENT

THIS HANGAR SPACE LEASE AGREEMENT ("Agreement") entered into this 1st day of August, 2016, by and between the DULUTH AIRPORT AUTHORITY ("Authority"), and John Justad ("Renter").

WHEREAS, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Leased Premises

Subject to the terms and conditions set forth herein, the Authority grants to Renter use of indoor hangar rental for a Beaver aircraft tail number N31357 in Hangar 1 at the Sky Harbor Airport (the "Airport") as shown on the attached Exhibit A, (the "Leased Premises") for the use and term set forth below.

2. Use of the Leased Premises

The Authority agrees to allow Renter the use of the Leased Premises for the sole purpose of storage of a single engine aircraft. No other use of the Leased Premises shall be made other than as set forth above.

3. Term and Renewal Option

The term of this Agreement shall commence on August 1, 2017 and shall continue until July 31, 2018. In the event that Renter shall fail to surrender the Leased Premises at the termination of this Agreement, Renter hereby agrees to pay Authority ten dollars ($10.00) per day until such time as Renter surrenders the Leased Premises. Renter shall have the first right of refusal to renew this contract for the aircraft identified or a similarly sized aircraft on an annual basis at a rate agreed to by the parties provided that Renter provides a written request to the Authority on or before April 1 of the year in which the Agreement expires. The Authority will provide a response and a proposed rate within ten (10) calendar days upon receipt of the request. The Agreement must be executed by the Renter on or before April 30 of the given year. If not executed within that timeframe, the Agreement will terminate on the expiration date identified in this Agreement.

4. Rent

As consideration to the Authority under this Agreement, beginning on the commencement date and in advance on the first day of each month thereafter during the term of this Agreement, Renter agrees to pay to the Authority rent in the amount of four hundred thirty dollars ($430) per month. In addition, commencing October 1st through April 30th of each year, there will be a utility surcharge of twenty five dollars ($25.00) per month charged. The utility surcharge will be added to the monthly amount due during this period.

5. No Warranty

The Authority makes no representation that the Leased Premises is suitable for specific uses, and Renter accepts the Leased Premises in an "as is" condition without representations or warranties of any kind. The Authority shall not be obligated to make any alterations or

improvements on or to the Leased Premises. Renter understands and agrees that this is a minimally heated storage space.

6. Facility Supervision

Authority agrees that at all times during the term of this Agreement, the Leased Premises will be properly supervised and overseen by an employee or agent of the Authority with sufficient empowerment and decision making authority to act on behalf of Authority. The name and cell phone number of such employee or agent shall be provided to Renter. Renter shall provide Authority with a contact telephone number and/or e-mail address that will be answered at all times during the term of this Agreement.

7. Smoking and Alcohol

Renter shall not permit smoking or alcohol on the Leased Premises.

8. Improvements

Renter shall not make any alterations or improvements to the Leased Premises without the prior written consent of Authority's Executive Director (the "Executive Director").

9. Maintenance

The Authority shall be responsible for performing or paying for maintenance to the structure of the Leased Premises during the Term. Renter agrees to exercise reasonable care in the use of the Leased Premises during the term of this Agreement. Renter agrees to remove all equipment, and supplies used by Renter at the Leased Premises upon the termination of this Agreement. Renter agrees to pay upon demand any damage done to the Leased Premises during its use thereof.

10. Authority Access

The Authority expressly reserves the right to the unlimited access to the Leased Premises for authorized personnel during the time that this Agreement is in force for the purpose of inspection, display or showing, and ensuring that the provisions of this Agreement are complied with by Renter.

11. Independent Contractor

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting Renter or any of its officers, agents, servants, volunteers, contractors and employees as an officer, agent, servant, volunteer, contractor, representative or employee of the Authority for any purpose or in any manner whatsoever. Renter's officers, agents, servants, volunteers, contractors and employees shall not be considered employees of the Authority, and any and all claims which may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said officers, agents, servants, volunteers, contractors and employees while engaged in performing any work under this Agreement, and any and all claims whatsoever on behalf of said officers, agents, servants, volunteers, contractors and employees arising out of employment, including, without limitation, claims of discrimination, shall in no way be the responsibility of the Authority. Renter's officers, agents, servants, volunteers, contractors and employees shall not be entitled to any compensation or right or benefits of any

kind whatsoever for leave or vacation pay, Workers' Compensation, Unemployment Insurance, disability pay or severance pay.

12. Indemnification

Renter agrees to fully protect, defend, indemnify, hold harmless and render whole the Authority and the City of Duluth (the "City") from and against all claims, demands, and causes of action, and any liability, cost, expense (including but not limited to reasonable attorneys' fees and court costs), damage or loss incidental to or in connection with rights and obligations associated with this Agreement to the extent that such claim, demand, cause of action or loss is caused by or attributable to the negligence or misconduct of Renter or its agents, employees, officers, directors, or subcontractors.

The Authority agrees to protect, defend, indemnify, hold harmless and render whole Renter from and against all claims, demands, and causes of action, and any liability, cost, expense (including but not limited to reasonable attorneys' fees and court costs), damage or loss incidental to or in connection with the rights and obligations associated with this Agreement to the extent that such claim, demand, cause of action or loss is caused by or attributable to the sole and exclusive negligence or misconduct of the Authority.

13. Environmental Liability

Renter shall be responsible in all respects for Renter's use of or Renter's generation of or Release, or threatened release of any petroleum based substance or product, or any volatile organic compound, or any substance classified as a pollutant, contaminant, toxic substance, solid waste or a "hazardous waste" by either the Environmental Protection Agency of the Government of the United States or the Minnesota Pollution Control Agency. Renter shall specifically be responsible for the disposition of all such waste or substances and for the environmental response activities and costs, monitoring, or cleanup of any environmental condition deemed by those agencies or either of them to require environmental response, monitoring or cleanup activities of any kind which arises out of Renter's use of or Renter's generation of such substances in its lease of the Leased Premises or its activities or operations at the Airport; and Renter specifically agrees that the obligations shall apply specifically to any costs or obligations of the Authority arising out of any such disposition, cleanup, or environmental response.

14. Insurance

During the term of this Agreement, the Renter shall provide Commercial General Liability Insurance with limits not less than $1,500,000 Combined Single Limit, and shall be with a company approved by the Authority which approval will not be unreasonably withheld and shall provide for the following: Liability for Premises, Operations, Completed Operations, Personal Injury, Auto Liability, and Contractual Liability.

The Authority and the City shall be named as Additional Insureds under the Liability, and Excess Umbrella Liability (An Umbrella policy with a "following form" provision is acceptable if written verification is provided that the underlying policy names the City of Duluth and Authority as an additional insured), or as an alternate, the Renter may provide Owners-Contractors Protective policy, naming itself, the Authority and the City. The Renter shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance. The Renter to

provide certificate of insurance evidencing such coverage with 30-days notice of cancellation, non-renewal or material change provisions included and failure to give such notice to the Authority will render any such change or changes in said policy or coverages ineffective as against the Authority and the City. The Authority does not represent or guarantee that these types or limits of coverage are adequate to protect the Renter's interests and liabilities.

In the event of the use of an "Accord" form as a certificate of insurance, it shall be accompanied by two forms – 1) ISO Additional Insured Endorsement (CG 2010 pre 2004); and 2) Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the Duluth City Attorney's Office.

If Renter conducts the sale of any product or service through any third party vendor or contractor, Renter will be required to secure product liability insurance coverage with the same limits as stated above. Evidence of such insurance coverage shall be specified in the above described Certificate of Insurance and name the Authority and the City as additional insureds.

15. Compliance with Laws, Rules, and Regulations

Renter shall procure at its own expense all licenses, permits or other rights required for the activity contemplated by this Agreement. Renter agrees to observe, comply and abide with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and the City and their respective agencies which are applicable to its activities under this Agreement, including but not limited to laws regarding unlawful discrimination.

For the conduct of its business at the Airport, Renter covenants that it is at the time of execution of this License Agreement and will, throughout the duration of this License Agreement, be in compliance with the Rules and Standards as approved by the Authority and as may be amended from time to time. The Rules and Standards are incorporated herein by reference and a copy of the current Rules and Standards may be obtained from Executive Director.

16. Assignment

Renter shall not assign its interest under this Agreement or any part hereof without the prior written consent of the Executive Director.

17. Notices

Any notice to be given by either party shall be deemed to be properly served if deposited with the United States Postal Service, or other acceptable mailing service, postage prepaid, addressed to the other party as follows:

To Authority: Duluth Airport Authority
Duluth International Airport
4701 Grinden Drive
Duluth, MN 55811
Attn: Executive Director

To Renter: John Justad
990 Lakeview Drive
Cloquet, MN 55720

18. Choice of Law

All questions concerning the interpretation or application of provisions of this Agreement shall be decided according to the laws of the State of Minnesota. The appropriate venue and jurisdiction for any litigation hereunder shall be in a court located in St. Louis County, Minnesota.

19. No Third Party Claims

This Agreement is to be construed and understood solely as an Agreement between the Authority and Renter and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that she or he is a third party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the Authority and Renter, may be waived at any time by mutual agreement between the Authority and Renter.

20. Waiver

Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision.

21. Provision Against Liens

Renter shall not create or permit any mortgage, encumbrance or lien or allow any mechanics' or materials liens to be filed or established or to remain against the Leased Premises, or any part thereof, provided that if Renter shall first notify the Authority of its intention to do so and post such security as the Authority reasonably deems necessary, Renter may, in good faith, contest any such mechanics' or other liens filed or established as long as the Authority does not deem its interest or rights in this License Agreement to be subject to foreclosure by reason of such contest.

22. Limitation of Liability

The liability of the Authority and the City shall be governed by the provisions of the Minnesota Municipal Limitation of Liability Statute, Minnesota Statutes, Section 466 et. seq.

23. Subordination

This License Agreement shall be subordinate to the provisions of any existing or future Agreement between the Authority and the United States, the State of Minnesota or the City of Duluth relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal, State or local funds for the development of the Airport, or to any security requirements of State or Federal Government, including temporary security procedures or instructions.

24. Amendments

Any amendments to this Lease Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

25. Entire Agreement

This Agreement constitutes the entire agreement between parties and supersedes all prior written and oral agreements and negotiations between the parties relating to the subject matter.

26. Counterparts.

This Lease Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

27. Subleasing

Renter shall have the right to sublease this position provided that the following conditions are adhered to:

a. The rent charged the sublessee shall not exceed the rental rate paid by renter to the Authority;

b. Renter will remain responsible for all payments due the Authority as identified in this Agreement;

c. If Renter subleases the position for six (6) months or more continuously, the contract will be terminated upon the next anniversary date;

d. If subleased, the square footage allocated to the sublessee's aircraft shall not exceed the square footage associated with the aircraft identified in this Agreement;

e. Renter must enter into a written sublese Agreement with sublessee acknowledging that sublessee will comply with all the terms and conditions included in this Agreement.

IN WITNESS WHEREOF, the parties have set their hands the day and date first above shown.

| | |
|---|---|
| DULUTH AIRPORT AUTHORITY | JOHN JUSTAD |
| _____ | _____ |
| President | |
| | Its_____ |
| _____ | |
| Secretary | |
| Date: _____ | Date: _____ |

# Claim Summary

## City of Duluth - Duluth Airport
Duluth, MN

AFM™
*Member of the FM Global Group*

**Claim ID: 459332 & 459333**
**Date of Loss: 7/21/16**

| Item | Description/Vendor | Amount Presented | Amount Covered by AFM | Diff. | Comments |
|---|---|---|---|---|---|
| | **Hanger 103 - Claim #459332** | | | | |
| 1 | Emergency repairs | 10,527.00 | 10,527.00 | 0.00 | temporary repair with termination bars/strips |
| 2 | Repair to roof edge metal | 3,402.08 | 3,402.08 | 0.00 | metal repair to stop a leak |
| 3 | Re-roof proposal | 258,300.00 | 258,300.00 | 0.00 | 5/2/17 proposal |
| 4 | other costs | | | | to be determined |
| | **Total for Hanger 103** | **272,229.08** | **272,229.08** | **0.00** | |
| | **SRE Building - Claim ID#459333** | | | | |
| 5 | Roof evaluation, heater vents | 2,565.86 | 2,565.86 | 0.00 | covered |
| 6 | Drain repair | 717.92 | 717.92 | 0.00 | covered |
| 7 | Remove and install roof jack | 532.00 | 532.00 | 0.00 | covered |
| 8 | Re-roof proposal | 193,200.00 | 96,600.00 | (96,600.00) | Coverage for damaged west slope only |
| 9 | Other costs | | | | to be determined |
| | **Total for SRE Bldg.** | **197,015.78** | **100,415.78** | **(96,600.00)** | |
| | **Total Loss** | **$ 469,244.86** | **$ 372,644.86** | **$ (96,600.00)** | |
| | **Less Deductible** | | **$ (100,000.00)** | | one deductible combined for both locations |
| | **Net Recoverable Loss** | | **$ 272,644.86** | | |

III C

## Mary Ann Wittkop

**To:** Blaine Peterson
**Subject:** RE: Petrofund Bids

> -----Original Message-----
> From: Steve Wabrowetz
> Sent: Thursday, July 6, 2017 12:35 PM
> To: Blaine Peterson <bpeterson@duluthairport.com>; Joelle Bodin <jbodin@duluthairport.com>
> Subject: Petrofund Bids
>
> Good Day Blaine and Joelle,
>
> The bids are in for the Petrofund project. We received two bids for the excavation/backfill and three bids for hauling/soil disposal. All the bids get sent to the Petrofund Program for review and approval and Environmental Troubleshooters will submit them for us today....unfortunately, the bids have to go by mail to the Petrofund office.
>
> Petrofund takes about 15 days from the date of receipt to review and approve the bids. We have to accept the bidder they select, and they will normally accept the low bidder unless there is a problem with that particular bid.
>
> Low bid for soil excavation/backfill is $22,432
>
> TPEC: $22,432
> Veit: $26,182.50
>
>
> Low bid for hauling/soil disposal is $26,113.29
>
> Vonco: $26,113.29
> Veit: $32,361
> TPEC: $37,335
>
> Environmental Troubleshooter project oversight is $11,435 (this does not have to be bid under Petrofund rules as they consider it a continuation of services from the LSI)
>
> Total $59,980
>
> Can we please ensure this makes the agenda for the 18 July DAA Board meeting? The dollar amount might change depending on Petrofund's feedback but I doubt it will change by much.
>
> FYI - Although all the previous work should be reimbursed at 90% by Petrofund, this effort is a prevailing wage project and Petrofund only reimburses up to their approved amounts which are less than prevailing wage.
>
> I'll let you know as soon as we have a response from Petrofund.
>
> Wabby
>
>
>

> Steve Wabrowetz
> Airside Manager
> Duluth Airport Authority
> 218-625-5051
> 218-461-6013 (c)
> swabrowetz@duluthairport.com
> Check out low air fares & promotions by signing up at www.duluthairport.com or become a fan at www.facebook.com/duluthairport.
> DIA_Logo_2016_small

~~DRAFT~~ D

**DOCUMENT 00 52 00**

**STANDARD FORM OF AGREEMENT**
**BETWEEN OWNER AND CONTRACTOR**
**ON THE BASIS OF A STIPULATED PRICE**

**THIS AGREEMENT** is by and between the City of Duluth, Minnesota

(Owner) and KGM Contractors, Inc. (Contractor).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: 2017 Runway 9-27 Obstruction Removals Project.

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Hangar area full depth pavement rehabilitation.

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by Short Elliott Hendrickson Inc. (SEH®).

3.02 The Owner has retained SEH (Engineer) to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 21 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 35 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $200 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay

Owner $900 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

## ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

B. For all Work, at the prices stated in Contractor's Bid attached hereto as Document 00 41 00.

## ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make monthly progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications of Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:

a. 95 percent of Work completed (with the balance being retainage).

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

## ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of 4 percent per annum.

## ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. Addenda (numbers 00 00 11 to 00 00 12, inclusive).
2. This Agreement (pages 00 52 00-1 to 00 52 00-6, inclusive).
3. Performance Bond (Document 00 61 13).
4. Payment Bond (Document 00 61 14).
5. General Conditions (pages 00 72 00-1 to 00 72 00-65, inclusive).
6. Supplementary Conditions.
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings consisting of 5 sheets with each sheet bearing the following general title: 2017 Runway 9-27 Obstruction Removal Approaches.
9. Exhibits to this Agreement (enumerated as follows).
    a. Contractor's Bid (Document 00 41 00).
    b. Documentation submitted by Contractor prior to Notice of Award.
    c. Certificate of Insurance.

10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

    a. Notice to Proceed.

    b. Field Order(s).

    c. Work Change Directive(s).

    d. Change Order(s).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

**ARTICLE 10 – MISCELLANEOUS**

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

    1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

    2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____, _____ (which is the Effective Date of the Contract).

OWNER:

Duluth Airport Authority (DAA)

By: _____

Title: _____

[CORPORATE SEAL]

Attest: _____

Title: _____

Address for Giving Notices:

4701 Grinden Drive

Duluth, MN 55811

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement).

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

CONTRACTOR:

_____

By: _____

Title: _____

[CORPORATE SEAL]

Attest: _____

Title: _____

Address for Giving Notices:

License No. _____
(Where Applicable)

Agent for service of process: _____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Name: _____

Title: _____

Address _____

Phone: _____

Facsimile: _____

**The Bid is to be submitted on photocopies of this Bid Form and the attachments provided.**

**DOCUMENT 00 41 00**

**BID FORM**

Total Amount of Bid $ 417,810.00

Contractor's Name KGM Contractors, Inc.

Telephone (218) 666-5698

**PROJECT IDENTIFICATION:** **2017 Runway 9-27 Obstruction Removal**
**Duluth International Airport**
**Duluth, Minnesota**
**City of Duluth Bid No. 17-4404**
**A.I.P. No. 3-27-0024-61-17**
**S.P. No. 6901-186**
**SEH No. DULAI 139589**

**BIDS TO BE OPENED:** **2:00 PM, Tuesday, July 11, 2017**

**TABLE OF ARTICLES**


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## ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to: **City of Duluth**
**411 West First Street, Room 100**
**Duluth, Minnesota 55802**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 90 days after the day of Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

## ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

| Addendum No | Addendum Date |
|---|---|
| 1 | June 8, 2017 |
| 2 | June 29, 2017 |
| | |

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

## ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**UNIT PRICE BID**

| Line No. | Item No. | Description | Unit | Est. Qty. | Bid Unit Price | Bid Price |
|---|---|---|---|---|---|---|
| 1 | 105 | Mobilization | EA | 3 | $16,000.00 | $48,000.00 |
| 2 | 1012.2 | Traffic Provisions / Airport Security & Devices / Phasing | LS | *** | Lump Sum | $8,000.00 |
| 3 | 2051.501 | Maintenance & Restoration of Haul Roads | LS | *** | Lump Sum | $1,800.00 |
| | | **Schedule A - Runway 9** | | | | |
| 4 | P-151-4.1 | Clearing | ACRE | 40.6 | $5,350.00 | $217,210.00 |
| 5 | P-151-4.3 | Tree Removal | EA | 6 | $325.00 | $1,950.00 |
| 6 | P-901-5.1 | Restoration | LS | *** | Lump Sum | $18,000.00 |
| | | **Schedule B - Runway 27** | | | | |
| 7 | P-151-4.1 | Clearing | ACRE | 16.75 | $6,700.00 | $112,225.00 |
| 8 | P-151-4.3 | Tree Removal | EA | 5 | $325.00 | $1,625.00 |
| 9 | P-901-5.1 | Restoration | LS | *** | Lump Sum | $9,000.00 |
| | | **TOTAL BID PRICE** | | | | $417,810.00 |

Unit Prices have been computed in accordance with Paragraph 13.03 of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

## ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

## ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security.

B. Affidavit of Non-Collusion.

C. Verification of Compliance with Minnesota Statute 16C.285.

D. Buy American Contractor Certification.

## ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

9.01 This Bid submitted by:

If Bidder is:

**An Individual**

Name (typed or printed): _____

By: _____ (SEAL)
*(Individual's signature)*

Doing business as: _____

**A Partnership**

Partnership Name: _____ (SEAL)

By: _____
*(Signature of general partner - attach evidence of authority to sign)*

Name (typed or printed): _____

**A Joint Venture**

Name of Joint Venturer: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
*(Signature of first joint venture partner - attach evidence of authority to sign)*

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
*(Signature - attach evidence of authority to sign)*

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

**A Corporation**

Corporation Name: K&M Contractors, Inc. no seal (SEAL)

State of Incorporation: Minnesota

Type (General Business, Professional, Service, Limited Liability): General Business

By: [signature]

*(Signature - attach evidence of authority to sign)*

Name (typed or printed): Gary Abramson

Title: President

(CORPORATE SEAL) No seal

Attest: [signature]

*(Signature of Corporate Secretary)*

Date of Qualification to do business in Minnesota is 1/1/84

*(State Where Project is Located)*

9.02 Contact Information

Bidder's Business Address: 9211 HWY 53
Angora MN 55703

Phone: (218) 666-5698 Facsimile: (218) 666-5708 E-mail: info@kgmcontractors.com

Submitted on July 11, 2017.

State Contractor License No. NA. (If applicable)

DRAFT

# WORK ORDER
# No. 2017-8
# Between

**The Duluth Airport Authority (DAA) (Owner) and**
**Short Elliott Hendrickson Inc. (SEH) (Consultant)** **Dated: July 18, 2017**

---

**CONSTRUCTION ADMINISTRATION, OBSERVATION, AND CLOSEOUT;**
**OBSTRUCTION REMOVAL VALIDATION / AGIS**
**RUNWAY 9/27 OBSTRUCTION REMOVAL**
**DULUTH INTERNATIONAL AIRPORT (DLH)**

This work order includes construction administration, observation, and project closeout, including obstruction removal validation and AGIS, of the 2017 Runway 9/27 Obstruction Removal, at Duluth International Airport (DLH). The contract provisions included in the Master Agreement (dated 1-20-2015) between the DAA and SEH remain in effect for this work order.

Estimated start date is July 18, 2017; estimated end date is June 30, 2018.

Compensation by the Owner to the Consultant shall be a lump sum amount of $68,200.

A description of the services to be provided is included in Attachments A.

A detailed estimate of labor cost and expenses is included in Attachment B.

Point of Contact: Benita L. Crow, PE

**APPROVED:**

**Duluth Airport Authority (DAA)**

_____

Title:_____

Date:_____

**Short Elliott Hendrickson Inc.**

_____

Title:_____

Date:_____

_____

Title:_____

Date:_____

# ATTACHMENT A

## Duluth International Airport (DLH)

## Duluth Airport Authority (DAA)

### Runway 9/27 Obstruction Removal

### Scope of Work

### (Construction Administration, Observation and Closeout; Obstruction Removal Validation / AGIS)

**Project Description** – Runway 9/27 is the main runway at Duluth International Airport and is 10,162 feet in length. The existing concrete pavement has been in place since the 1950s and recent geotechnical studies conducted as part of master planning efforts and confirmed by preliminary engineering work have indicated that it is reaching the end of its useful life. Historically, pavement rehabilitation work on Runway 9/27 has been separated into three phases – the first phase is the center section of the runway during which the entire runway is closed. The second and third phases include rehabilitation of each end of the runway while providing a minimum of 7,000 feet of runway length for military and commercial aircraft operations.

This scope of work is related to Phase 3 – the east 1,908 of Runway 9/27 – and builds off of the Engineer's Design Report developed for both Phase 2 and Phase 3, as well as the Triggering Event Master Plan associated with Phase 3. As part of these planning efforts, the threshold for Runway 27 will be relocated when Phase 3 is reconstructed. In order to develop new approach procedures and ensure no penetrations to protected airspace surfaces, obstruction removal is required at each runway end.

Final design, plans and specifications development, and bidding services (DAA Work Order #2017-5, May 22, 2017) for the obstruction removal is complete. The final scope of work includes obstruction removal by both clear cut and individual tree removal at both the Runway 9 and Runway 27 ends.

This scope of engineering services includes construction administration, observation and project closeout services. Construction is anticipated to take place in the winter of 2017-2018, with a time of substantial completion for construction of 21 calendar days. In addition, the scope covers the FAA and AGIS coordination to remove trees from the DLH GIS database for instrument approach procedure development.

This work will be performed under a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant in accordance with Advisory Circular (AC) 150/5100-14, "Architectural, Engineering and Planning Consulting Services for Airport Grant Projects."

**Project Deliverables** – The project deliverables of this scope include the following:

1. Construction Administration Services
2. Construction Observation
3. Obstruction Removal Validation
4. Project Closeout
5. Project Management

**This work scope includes:**

**Work Element 1: Construction Administration Services**

Specific tasks included with this work element include:

**Task 1.1 – Scope Development** – SEH will develop the project scope to ensure that necessary aspects of the project are included. Scope development includes coordination with the Sponsor and FAA for scope review, preparation of the final scope, fee proposal development, and contract negotiations.

**Task 1.2 – Project Administration Services** – Office engineering staff, CAD personnel, and administrative staff will assist the construction project team as necessary during construction in response to requests for information, plan or specification clarifications, change orders and other issues that may arise. Other administrative tasks include project set up and invoicing, internal meetings and contract management.

**Task 1.3 – Preparation of Project Files** – SEH will develop construction contracts, review Contractor bonding information, and ensure that Sponsor insurance requirements have been met. SEH will coordinate routing and signature of the construction contracts by the DAA and the Contractor. Plans, contract documents, and technical specifications will be updated to include all addenda items issued during bidding. SEH will ensure that the Contractor is supplied with adequate copies of the construction plans and project manual.

**Task 1.4 – Obstruction Surveys** – SEH will establish a baseline delineation of the obstruction removal area, including clear cut areas and individual tree removal. Following obstruction removal activities by the contractor, SEH will return for up to two (2) additional obstruction surveys to document conditions and identify any further obstruction removal required.

**Task 1.5 – Pre-Construction Activities** – A pre-construction meeting will be scheduled prior to initiating the work. The purpose of the pre-construction meeting is to familiarize the Contractor and appropriate employees of safety and security requirements, outline and discuss project requirements, administration procedures, schedules, project responsibilities and communication, Disadvantaged Business Enterprise (DBE) reporting, Contractor submittals, and other related MnDOT and FAA requirements, as necessary.

SEH will administer the pre-construction meeting, develop the agenda, issue notifications, and record and distribute meeting minutes. Attendees will include the Sponsor, FAA, MnDOT, Contractor, Subcontractors and SEH.

**Task 1.6 – Construction Security Coordination** – SEH will meet with DLH security personnel to ensure necessary security provisions included in the Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) are communicated to Contractor personnel.

**Task 1.7 – Permit Coordination** – SEH will coordinate with the City of Duluth for the shoreland permit associated with the Runway 27 clearing in and near the shoreland zone for Miller Creek.

**Task 1.8 – Progress Meetings** – Construction Progress Meetings will be held once a week while construction work is being performed on the airfield. The

progress meetings will be attended by SEH staff, including the Professional Engineer, Resident Project Representative(s) (RPR) and other staff as needed or required. It is anticipated that three (3) progress meetings will occur during construction activities.

**Task 1.9 – Review of Contractor Payroll Forms** – SEH will review weekly payroll reporting by the Contractor to ensure that wage rates comply with the requirements of the federal and state wage rates for the work being performed. The RPR will conduct compliance monitoring of the Contractor's Davis-Bacon Act and DBE contractual obligations, including recording the Contractor/subcontractor employees, type of work being completed, and conducting random interviews.

**Task 1.10 – Calculate Construction Quantities** – SEH will review quantities with the Contractor on a weekly basis. (Clear cut areas and individual tree removal will be verified by survey in the field – see Task 3.1). Any discrepancies or disagreements regarding completed quantities will be resolved in advance of any partial pay application process. Periodic cost estimates will be developed by SEH to ensure compliance with the overall project budget.

**Task 1.11 – Pay Applications** – SEH will prepare partial pay applications once each month during construction, a final pay application including final agreed upon quantities for all work components, and a pay application releasing retainage to the Contractor once all closeout requirements have been met. Actual completed quantities will be tabulated for use in preparing all pay applications.

**Task 1.12 – Daily Reports** – SEH will maintain a daily log of the construction activities and maintain construction photos for record keeping purposes.

**Task 1.13 – Weekly Reports** – SEH will prepare a weekly status report using the FAA's standard form. The report will be developed by the RPR, reviewed by the Project Manager, and submitted to the Sponsor, FAA, and MnDOT via electronic submittal (PDF).

**Task 1.14 – Change Orders / Supplemental Agreements** – SEH shall review and provide recommendations to the Sponsor of proposed changes to the contract documents, technical specifications and plans. As necessary, SEH will issue supplemental details, design data, drawings and modifications to Contractor for change order pricing. The Project Manager will prepare change orders/supplemental agreements. All Change Orders and Supplemental Agreements require FAA approval prior to being issued. In the case where new materials may be required in addition to those in the bid documents, new bid items will be added to the project and a Request for Pricing from the Contractor will be proposed.

**Task 1.15 – Final Inspection and Punchlist** – SEH will conduct a final inspection after completion of the project. SEH will issue notifications and prepare a punchlist of any outstanding items requiring correction. A tracking document will be prepared and progress on the punchlist items will be recorded until all issues are resolved.

**Task 1.16 – Record Drawings** – SEH will utilize Contractor and engineering drawings during construction to complete record drawings for the project. The record drawings will incorporate any modifications or additions/subtractions that occurred during construction. Three (3) final plan

sets will be plotted and distributed to the Duluth Airport Authority (DAA) for records. Electronic (PDF) copies of the record drawings will be provided to DAA, MnDOT and FAA.

**Task 1.17 – Final Engineering Report** – SEH will prepare a final engineering report which will include a project narrative, change orders showing any modifications that may have occurred during construction, all project cost information, including administrative expenses, engineering fees, and construction costs, and any other required project data.

**Work Element 2: Construction Observation**

Construction is expected to occur during normal construction hours of 8:00 AM until 4:00 PM, or as daylight allows. Construction observation services include providing one RPR on a part-time basis, assuming four (4) hours per day for 21 calendar days. Specific tasks included with this work element include:

**Task 2.1 – Construction Observation** – SEH will provide daily part-time construction observation for the duration of construction. The RPR will document and record construction progress through a daily journal. A collective weekly progress report will be developed at the end of the week and submitted to the Sponsor, FAA, MnDOT, and other individuals/organizations as needed (See Task 1.13).

Further duties of the on-site engineering staff include monitoring the Contractor's schedule, safety plan implementation, security plan compliance, general communication, adherence to technical specifications, and project drawing execution.

**Task 2.2 – Construction Coordination** – The Project Engineer will make two (2) site visits to the project to assist the onsite engineering staff, review construction activities, and coordinate updates with the Sponsor.

**Work Element 3: Obstruction Removal Validation**

Following obstruction removal, a new Airports GIS (AGIS) project is required to be created in order to officially document the tree obstructions as being removed.

**Task 3.1 – Final Obstruction Survey** – A final obstruction survey will be completed to validate and confirm all tree removals/tree removal areas.

**Task 3.2 – AGIS Data Project - Removal of Obstructions** – SEH will create a new AGIS project to officially document the locations where trees have been removed at each end of the runway. Each tree will be flagged and manually removed from the airport's AGIS database. Additionally, SEH will coordinate with FAA lines of business to ensure all tree removals have been reported as it relates to instrument approach procedures currently in development for Runway 9/27.

**Work Element 4: FAA Reporting and Project Closeout**

**Task 4.1 – FAA Quarterly Reports** - SEH will complete the required FAA quarterly reports starting with grant acceptance through grant closeout.

**Task 4.2 – FAA Closeout Report** – SEH will complete the required FAA closeout report following completion of the project to reconcile all project related costs and closeout the FAA grant for the work.

**Task 4.3 – Project Closeout** – SEH will work with the Contractor to ensure that all necessary closeout documents are submitted by the Contractor. These include, but are not limited to, IC-134 documentation, lien waivers, wage rate compliance, and other documentation as identified in the specifications.

**Task 4.4 – Disadvantaged Business Enterprise (DBE) Requirements** – SEH will review and submit the required documentation to confirm the Contractor's compliance with the DBE program and goals for this project, or provide evidence of "good faith efforts" to meet DBE requirements.

**Work Element 5: Project Management –** This task includes the overall project management of Work Elements 1 through 4 noted above. Project Management includes administration of the project, agency and Sponsor meetings, airfield user and special tenant outreach meetings, and related project administration tasks.

**Task 5.1 – DLH Tenant Meetings** – This task includes attendance at tenant meetings during construction to provide updates on the status of the project and address any issues or concerns.

**Task 5.2 – Overall Project Management** –This task includes project coordination and administration, including Sponsor and agency communication, internal meetings, budget updates and monthly invoices.

*ATTACHMENT B*

**ESTIMATED FEES AND EXPENSES**
**RUNWAY 9/27 OBSTRUCTION REMOVAL**
**CONSTRUCTION ADMINISTRATION, OBSERVATION, AND CLOSEOUT**
**DULUTH INTERNATIONAL AIRPORT (DLH)**
**Duluth Airport Authority (DAA)**
**Duluth, Minnesota**

| Task No. | Task Description | Project Manager | Professional Engineer | Professional Engineer (RPR#1) | Senior CAD Technician | Survey Crew Chief | Instrument Operator | Aviation Planner | Wetland Scientist | Admin Technician |
|---|---|---|---|---|---|---|---|---|---|---|
| *Construction Administration Services* | | | | | | | | | | |
| 1.1 | Scope Development | 4 | 2 | | | | | | | |
| 1.2 | Project Administration Services | | 2 | 2 | 4 | | | | | 2 |
| 1.3 | Preparation of Project Files | | | 2 | 8 | | | | | 8 |
| 1.4 | Obstruction Surveys (3) | | 2 | 18 | 8 | 60 | 60 | | | |
| 1.5 | Pre-Construction Activities (Preparation and Follow-up) | 4 | 8 | 8 | | | | | | 2 |
| 1.6 | Construction Security Coordination | | | 2 | | | | | | |
| 1.7 | Permit Coordination | | | | | | | | 4 | |
| 1.8 | Progress Meetings | 2 | 2 | 6 | | | | | | |
| 1.9 | Review of Contractor Payroll Forms | | | 8 | | | | | | |
| 1.10 | Calculate Construction Quantities | | | 8 | | | | | | |
| 1.11 | Pay Applications | | 2 | 8 | | | | | | 2 |
| 1.12 | Daily Reports | | | 6 | | | | | | |
| 1.13 | Weekly Reports | | | 6 | | | | | | |
| 1.14 | Change Orders / Supplemental Agreements | 2 | 2 | | | | | | | |
| 1.15 | Final Inspection and Punchlist | | 4 | 8 | | | | | | 2 |
| 1.16 | Record Drawings | | | 4 | 16 | | | | | |
| 1.17 | Final Engineering Report | | 2 | 8 | | | | | | |
| *Construction Observation* | | | | | | | | | | |
| 2.1 | Construction Observation | | | 84 | | | | | | |
| 2.2 | Construction Coordination | | 8 | | | | | | | |
| *Obstruction Removal Validation* | | | | | | | | | | |
| 3.1 | Final Obstruction Survey | | | 8 | | 20 | 20 | | | |
| 3.2 | AGIS Data Project - Removal of Obstructions | | 4 | 40 | | | | | | |
| *FAA Reporting and Project Closeout* | | | | | | | | | | |
| 4.1 | FAA Quarterly Reports | | | 2 | | | | | | |
| 4.2 | FAA Closeout Report | | | 8 | | | | | | |
| 4.3 | Project Closeout | | | 8 | | | | | | |
| 4.4 | DBE Requirements | | | 4 | | | | | | |
| *Project Management and Meetings* | | | | | | | | | | |
| 5.1 | DLH Tenant Meeting | | | 4 | | | | | | |
| 5.2 | Overall Project Management | 16 | | | | | | | | |
| | Total hours per labor category | 28 | 38 | 252 | 36 | 80 | 80 | 0 | 4 | 16 |

**ESTIMATE OF LABOR COSTS:**

| Labor Category | Hours | Rate | Extension |
|---|---|---|---|
| Project Manager | 28 | $64.48 | $1,805.44 |
| Professional Engineer | 38 | $54.66 | $2,077.08 |
| Professional Engineer (RPR#1) | 252 | $40.08 | $10,100.16 |
| Senior CAD Technician | 36 | $33.41 | $1,202.76 |
| Survey Crew Chief | 80 | $35.00 | $2,800.00 |
| Instrument Operator | 80 | $24.00 | $1,920.00 |
| Aviation Planner | 0 | $51.44 | $0.00 |
| Wetland Scientist | 4 | $30.59 | $122.36 |
| Admin Technician | 16 | $24.51 | $392.16 |
| Total Direct Labor Costs: | | | $20,419.96 |
| Direct Salary Costs plus Overhead (66.03%) | | | $33,903.26 |
| **Total Labor Costs** | | | **$54,323.22** |
| **Fee (15%) on Total Labor Costs:** | | | **$8,148.48** |

**ESTIMATE OF EXPENSES:**

| Direct Expenses | Quantity | Rate | Extension |
|---|---|---|---|
| Employee Mileage | 1700 | $0.53 | $901.00 |
| Employee Per Diem | 2 | $200.00 | $400.00 |
| Empolyee Auto Allowance | 21 | $16.00 | $336.00 |
| Survey Equipment - Total Station/GPS | 80 | $45.00 | $3,600.00 |
| Reproductions / Miscellaneous / Travel Expenses | 1 | $500.00 | $500.00 |
| **Total Expenses** | | | **$5,737.00** |

**SUMMARY:**

| | |
|---|---|
| Total Labor Costs + Expenses + Fee | $68,208.70 |
| **Estimated Total** | **$68,200.00** |

DII F

**Purchase Order Quote Form (Bid Form)**
Sky Harbor Airport
Runway Realignment
Native Vegetation Establishment and Maintenance

| Item No. | Description | Unit | Est. Quantity | Bid Unit Price | Bid Price |
|---|---|---|---|---|---|
| 1 | Plant Material Collection | LS | 1 | $9200 | $9200 |
| 2 | Plant Propagation and Installation | Each | 3,000 | $3.50 | $10,500 |
| 3 | Shrub Propagation and Installation | Each | 300 | $15 | $4500 |
| 4 | Invasive Species Management | Acre | 10.0 | $600 | $6000 |
| | | | | TOTAL: | $30,200 |

Attachments:
1 – Purchase Order Requirements, Terms and Conditions
2 – 006113 Performance Bond
3 – 006114 Payment Bond
4 – Plant Collection, Propagation, and Installation Specification
5 – Invasive Plant Species Management Specification
6 – Figure 1: Seed and Plant Collection Locations
7 – Figure 2: Plant Installation Locations
8 – Figure 3: Invasive Plant Management

Please send your quotes to:
SEH
Attn. Natalie White
418 W Superior Street, Suite 200
Duluth, MN 55802
(218) 279.3003

By signing this form the contractor agrees to:

Submit all quotes by Friday, June 16, 2017.
Contractor has fully reviewed purchase order requirements and attachments.
Contractor agrees to honor the above stated pricing until September 5, 2017.

Signed: _____ Date: 6/12/17

Title: SITE MANAGER

Representing: PRAIRIE RESTORATIONS

Contractor's attachments/conditions (if any):

# Purchase Order Requirements, Terms and Conditions

## PART 0 - INSTRUCTIONS TO BIDDERS

0.01 BASIS OF AWARD

A. The Duluth Airport Authority (DAA), reserves the right to reject any or all bids and to waive any minor irregularities, informalities or discrepancies. If there is a discrepancy between a unit bid price and extension, the unit price shall govern.

B. Quantities of work shown are approximate and are subject to change. The owner shall have the right to make alterations involving increases or decreases in quantities of any or all items or to eliminate any one or more items, but not involving changes in the type or character of the Work.

0.02 WAGE RATES

A. The minimum wage rate per hour to be paid for each classification of work shall be the local prevailing rate, including fringe benefits, as defined in Minnesota Statute 177.41 - 177.44.

0.03 CONSTRUCTION TIME FRAME

A. All work shall be done during regular working hours (between 7:00 AM and 5:00 PM), except as specified otherwise.

B. The work is anticipated to begin after September 1, 2017 and only upon notification from the owner.

C. The work is anticipated to require the Contractor to coordinate schedule and operations with the Airport Manager and the Engineer.

D. The work is anticipated to take place according to the following schedule:

a. Seed and plant collection in fall 2017 and the growing season of 2018 as needed
b. Invasive plant management in fall 2017 and the growing season of 2018
c. Plant propagation from date of collection until spring 2020
d. Plant installation in spring 2020

0.04 CONTRACTOR'S INSURANCE

A. The Contractor shall not commence work under this Purchase Order nor shall the Contractor allow any sub-contractors to commence work until all insurance hereinafter required has been procured and such insurance approved by the DAA. Insurance as hereafter provided shall be kept intact and in force throughout the term of this Purchase Order.

B. The Contractors shall furnish four (4) copies of an insurance certificate to the DAA using the standard Accord form as evidence of the required insurance. The certificate shall indicate that at least 15 days prior notice will be given to the insured in the event of cancellation, non-renewal or any material change in the policies. The insurance certificate must be signed and dated by an authorized representative of the insurance company.

1. Worker's Compensation Insurance
   a. The Contractor shall procure and shall maintain during the life of this Purchase Order workers' compensation insurance for all of Contractor's employees engaged in work on this project as required by statute and shall also require that all sub-contractors provide workers' compensation

insurance for their employees. Workers' compensation insurance policies shall also provide employers liability insurance with a limit of $100,000/$500,000/$100,000.

2. Contractor's Commercial General Liability Insurance
   b. The Contractor shall procure and maintain throughout the term of the Purchase Order, commercial general liability insurance covering personal injury and property damage liability with a combined single limit of $1,000,000 for each occurrence and aggregate. The commercial general liability insurance shall name the Contractor as insured and shall also name the Architect/Engineer and the DAA as additional insured and shall provide contingent liability for the operations of sub-contractors and sub-subcontractors. The insurance shall cover completed operations and products' liability as well as broad form contractual liability.

3. Commercial Automobile Liability Insurance
   a. The Contractor shall provide commercial automobile liability insurance covering bodily injury and property damage with a combined single limit of $1,000,000 for each occurrence. Commercial automobile liability insurance shall provide coverage for all automobiles owned by the Contractor and all hired and non-owned vehicles. The Contractor shall also require that all sub-contractors maintain the same form of insurance. The Contractor shall also provide contingent automobile liability insurance for the operations of sub-contractors to assure coverage as described in these paragraph.

4. Builders Risk Insurance
   a. Builders Risk insurance will not be provided by the DAA on this project.

0.05 PAYMENT AND PERFORMANCE BONDS

A. If the value of the work to be accomplished is over $10,000, a standard Payment and Performance Bonds shall be provided to the DAA (Copies are available at the Architect/Engineer's office). The cost of the bond shall be included in the bidder's quotation.

0.06 NO SMOKING

A. Smoking is allowed in designated areas only. All contractors' and sub-contractors' employees are required to adhere to this requirement.

0.07 EMPLOYEE RIGHT-TO-KNOW REQUIREMENT

A. Contractor shall comply with all requirements of the Minnesota Employee Right-To-Know Act of 1983, and shall require their sub-contractors to also comply with that Act. In addition, Contractor shall submit Material Safety Data Sheets to the DAA at least 72 hours before the use of any material defined as hazardous materials under the Employee Right-To-Know Act.

**PART 1 - GENERAL REQUIREMENTS**

1.01 SCOPE OF WORK

A. The Contractor shall supply all materials, tools, equipment, transportation and labor necessary for the entire and proper completion of the project. Remove any temporary work when no longer required. All materials, not to be turned over to owner, shall be disposed of in compliance with State and Local Ordinances.

B. Quantities of work shown are approximate and are subject to change. The owner shall have the right to make alterations involving increases or decreases in quantities of any or all items or to eliminate any one or more items, but not involving changes in the type or character of the Work.

1.02 CONTRACTOR'S USE OF PREMISES

A. Contractor shall limit use of the premises for the Work, for storage, and shall allow the Owner and tenants access to facilities at all times.

B. Coordinate use of premises under direction of Engineer.

C. Assume full responsibility for protection and safekeeping of stored and installed products under this Purchase Order.

D. Maintain all means of egress, and all mechanical and electrical work functional as affected by the Work of this Purchase Order in compliance with all State and Local codes, ordinances, and regulations.

1.03 SPECIAL REQUIREMENTS

A. Field verify all existing conditions and any mechanical, electrical and structural systems prior to the starting of work. Notify Architect/Engineer of any discrepancies in the Purchase Order documents and existing conditions. Beginning of work means the acceptance of existing conditions.

B. The Contractor shall be responsible to coordinate the marking and protection of existing underground utilities within the work area.

1.04 AIRPORT SECURITY

A. It is essential that during the performance of this Purchase Order, airport security be maintained and that construction operations conform to the Owner's security requirements.

B. The Contractor is not responsible for providing airfield safety devices, however no work shall be allowed on the airfield until any required airfield closures and notice to airmen (NOTAMS) have been made by the airport manager.

## PART 2 – TERMS AND CONDITIONS

2.01 TERMS AND CONDITIONS

A. No Conditional Acceptance. Acceptance of this Purchase Order by Contractor signifies complete acceptance of the terms and conditions of this Purchase Order and bars the addition of conditions without agreement in writing by DAA.

B. No Waiver of Terms. Any waiver of any provision of this Purchase Order shall not be construed as a waiver of that right or any other right or provision at any future time, unless expressly stated in writing.

C. Right to Cancel. DAA reserves the right to cancel this Purchase Order without obligation prior to commencement of work.

D. No Other Agreement. In lieu of a formal executed contract document, this Purchase Order is the final agreement between the parties. No oral communication between the parties will modify or amend the Purchase Order agreement. The Purchase Order may be modified only by a written document agreed to by both parties.

E. Indemnity. Contractor will indemnify DAA and hold it harmless against all claims, liability, loss or damage, including attorney's fees, arising out of or related to services covered by this Purchase Order, or acts or omissions of Contractor in carrying out this Purchase Order if such claim, liability, loss, or damage is caused, or alleged to be caused, by the fault of negligence of Contractor.

F. Warranty. Contractor warrants that all goods will be new (unless otherwise allowed in the Request for Bid documents), of merchantable quality, and free of defects and damage. Contractor will repair or replace defective goods or work results at no expense to DAA, for a period of one year after completion of work.

G. Acceptance not a Waiver of Breach. The acceptance of the services described in this Purchase Order is not a waiver of any right of action that DAA may have for breach of warranty or any other cause.

H. Severability. Invalidity of any provision of the Purchase Order shall not affect the enforceability or validity of any other provision.

I. Governing Law. This Purchase Order shall be construed and governed in accordance with the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Purchase Order shall be St. Louis County, Minnesota.

J. Third Parties. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties to this Purchase Order, any right to remedies, under or by reason of this Purchase Order.

K. Audit. Contractor shall keep at their principal office, in a system acceptable to DAA, accurate books, accounts, record and documents relevant to the work conducted under this Purchase Order, and shall keep such information for a period of six calendar years. DAA and the Legislative Auditor shall have the right at all reasonable times during the business hours of the Contractor to inspect the books, accounts, records, documents, and account procedures and practices to the work conducted under this Purchase Order.

L. Minnesota Government Data Practices Act. This Agreement and all data created by this Agreement are subject to the Minnesota Government Data Practices Act, regardless of who possesses the information.

END OF REQUIREMENTS

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# PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description *(name and location)*:

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

| **CONTRACTOR AS PRINCIPAL** | **SURETY** |
|---|---|
| _____ *(seal)* | _____ *(seal)* |
| Contractor's Name and Corporate Seal | Surety's Name and Corporate Seal |
| **By:** _____ | **By:** _____ |
| Signature | Signature *(attach power of attorney)* |
| _____ | _____ |
| Print Name | Print Name |
| _____ | _____ |
| Title | Title |
| **Attest:** _____ | **Attest:** _____ |
| Signature | Signature |
| _____ | _____ |
| Title | Title |

***Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.***


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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.


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11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:


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EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

# PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT

Effective Date of the Agreement:
Amount:
Description *(name and location)*:

BOND

Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

_____ *(seal)*
Contractor's Name and Corporate Seal

**By:** _____
Signature

_____
Print Name

_____
Title

**Attest:** _____
Signature

_____
Title

**SURETY**

_____ *(seal)*
Surety's Name and Corporate Seal

**By:** _____
Signature *(attach power of attorney)*

_____
Print Name

_____
Title

**Attest:** _____
Signature

_____
Title

***Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.***


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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond shall arise after the following:

    5.1 Claimants who do not have a direct contract with the Contractor,

        5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

        5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

    5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

    7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

    7.2 Pay or arrange for payment of any undisputed amounts.

    7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.


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12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. **Definitions**

    16.1 **Claim:** A written statement by the Claimant including at a minimum:

        1. The name of the Claimant;
        2. The name of the person for whom the labor was done, or materials or equipment furnished;
        3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
        4. A brief description of the labor, materials, or equipment furnished;
        5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
        6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
        7. The total amount of previous payments received by the Claimant; and
        8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

    16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

    16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

    16.4 **Owner Default**: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:


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# PLANT COLLECTION, PROPAGATION AND INSTALLATION

## PART 1 GENERAL

### 1.01 SUMMARY

A. Section Includes:
   1. Collecting plants/seed to propagate custom grown stock.
   2. Propagating, furnishing, and planting custom grown shrubs and perennials.

B. Method of Measurement:
   1. Collecting Plants/Seed
      a. Measure as a lump sum for collecting plant materials and seed for propagation.
   2. Furnishing and Planting Shrubs and Plants:
      a. Measure as a unit for each shrub or plant acceptably propagated and planted.

C. Basis of Payment:
   1. Payment for collection of plants and seed for propagation includes:
      1) Mobilizing to the collection site to obtain plant materials and seeds as specified
   2. Payment for acceptable quantities of propagated and planted shrubs and plants includes:
      1) Propagating and planting the materials as specified.
      2) Furnishing greenhouse space for propagation, planting soil, mulch, material, protective materials and other specified materials.
      3) Disposal of all excess excavated material.
      4) Restoration in kind of all areas disturbed by Contractor's operations.
      b. Payment for acceptable quantities of propagating and planting shrubs and plants shall be at the Bid Unit Price as listed on the Bid Form. All associated work items not otherwise compensated shall be considered incidental.
      c. Payment for acceptable quantities of propagating and planting shrubs and plants will be based on the following schedule:

| Item | Unit |
|---|---|
| Shrub, container grown | Shrub |
| Perennial, container grown | Plant |

### 1.02 REFERENCES

A. MnDOT:
   1. 2571 - Plant Installation and Establishment
   2. 3877 - Topsoil Material
   3. 3881 - Fertilizer
   4. 3882 - Mulch Material
   5. 3890 - Compost

### 1.03 SUBMITTALS

A. Records of plant/seed collection

## PART 2 MATERIALS

### 2.01 MATERIALS

A. Propagated/Custom Grown Stock: As detailed in the Drawings and directed by E/A.

B. Growing Medium Materials:
   1. Loam Topsoil Borrow: MnDOT 3877
   2. Fertilizer: MnDOT 3881
   3. Mulch, Type 6: MnDOT 3882
   4. Water: Shall be suitable for human consumption.

## PART 3 EXECUTION

### 3.01 COLLECTION

A. Collect plant materials and seed in areas as detailed in the Drawings and directed by E/A.
B. Collect at times of the growing season favorable for harvest of mature seeds, as directed by E/A.
C. No collection of state or federally listed threatened or endangered species shall take place.
D. Records of plant and seed collection shall be prepared by the native vegetation contractor and submitted to E/A. Records of plant/seed collection to include at a minimum species name, location (latitude/longitude), approximate size of population, number of plants collected, and date of collection.

### 3.02 PROPAGATION

A. Propagate custom grown stock from collected plant materials and seeds.

### 3.03 EXAMINATION

A. Notify E/A 24 to 48 hours prior to delivery of plant materials to arrange for inspection.

### 3.04 INSTALLATION

A. General:
   1. Plant in areas as directed by E/A.
   2. Install plants only with an experienced crew under direct supervision of a qualified native vegetation specialist.
   3. Plant only under favorable weather and soil conditions as approved by E/A.

B. Delivery and Storage of Plants:
   1. Install plants on day of delivery to Site.
   2. Cover all plant roots until planting with a moisture holding material such as straw, sawdust, moss or soil.
   3. New plantings shall be containerized.

C. Preparing Plant Holes and Plant Installation:
   1. Loosen soil in the bottom of the planting hole to a minimum depth of 6 inches and tamp to remove air pockets.
   2. If Plants are provided in containers or flats, separate plants from the container immediately prior to planting to prevent desiccation of the roots.
   3. Set plants approximately plumb and to a depth sufficient for the top of the root mass to be even with the soil surface.

D. Cleanup and Restoration:
   1. Collect and dispose of all excess materials, packaging and containers.
   2. Restore or replace in kind all turf or other facilities damaged by Contractor's operations.

E. Acceptance of Work:
   1. E/A will Inspect Project:
      a. Upon delivery of plant materials.
      b. Upon installation of plant materials.
      c. E/A will notify Contractor of any defective materials or work.
   2. No payment will be made for unacceptable plantings.

**END OF SECTION**

# INVASIVE PLANT SPECIES MANAGEMENT

## PART 1 GENERAL

### 1.01 SUMMARY

A. Section Includes:
   1. Removal of invasive woody plants and invasive herbaceous plants over two (2) growing seasons.
B. Method of Measurement
   1. Measure as a unit for each acre of land acceptably treated for invasive woody plants and invasive herbaceous plants.
C. Basis of Payment:
   1. All materials and labor necessary for the removal of invasive woody plants and invasive herbaceous plants shall be measured and paid for as a bid unit price, listed on Bid Form.

### 1.02 REFERENCES

Not Used

### 1.03 SUBMITTALS

A. Invasive plant removal plan and schedule.

## PART 2 PRODUCTS

A. Herbicide: triclopyr and glyphosate or other herbicide as approved by E/A spray applied.

## PART 3 EXECUTION

### 3.01 PREPARATION

A. Verify that invasive shrubs planned for removal are identified and flagged.

### 3.02 PROTECTION

A. Protect existing vegetation outside the treatment areas against unnecessary cutting or herbicide treatment. Provide temporary fences, flagging tape, or signage.

### 3.03 SITE INVASIVE SPECIES REMOVAL

A. Remove invasive woody shrubs and plants such as lily-of-the-valley (Convallaria majalis) and common lilac (Syringa vulgaris) in locations as shown on the Drawings.
   1. General criteria for woody invasive plant management are listed below; however, a detailed invasive plant management plan shall be prepared by the native vegetation contractor and submitted to A/E for approval. In all cases, the contractor shall read and follow herbicide label directions. Herbicide applicators must be certified and licensed by the state of Minnesota.
   2. Cut mature invasive shrubs in the treatment area. Treat cut stumps with herbicide; acceptable chemicals include triclopyr and glyphosate or other herbicide as approved by A/E. In wetlands or areas of standing water, the herbicide used must be labeled for aquatic use. Follow up treatment with a foliar application of herbicide to seedlings, saplings, and re-sprouts of cut plants shall be conducted in late fall, when native plants are dormant. Additional follow up treatment shall be conducted the following growing season. Foliar application shall be made with backpack sprayers.

3. Invasive herbaceous plants shall be treated using an initial and follow up foliar spray of glyphosate or other herbicide as approved by A/E. Additional follow up treatment shall be conducted the following growing season.

**END OF SECTION**

Path: S:\AE\D\DULAI\135245\13-env-stdy-regs\GIS\maps\Fig 1 Plant Collection and Installation.mxd

SEH
418 W SUPERIOR ST, SUITE 200
DULUTH, MN 55802
PHONE: (218) 279-3000
www.sehinc.com

Project: DULAI 135245
Print Date: 5/31/2017

Map by: nwhite
Projection: St. Louis Co, US Ft
Source: ESRI, SEH

# *SEED AND PLANT COLLECTION LOCATIONS*

SKY HARBOR AIRPORT - PURCHASE ORDER
Duluth, Minnesota

Figure 1

This map is neither a legally recorded map nor a survey map and is not intended to be used as one. This map is a compilation of records, information, and data gathered from various sources listed on this map and is to be used for reference purposes only. SEH does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and SEH does not represent that the GIS Data can be used for navigational, tracking, or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. The user of this map acknowledges that SEH shall not be liable for any damages which arise out of the user's access or use of data provided.

Install plug or container plants in clusters within vegetation establishment areas. Within a cluster, plant spacing shall be approximately 18" on-center.

Path: S:\AE\D\DULAI\135245\3-env-stdy-regs\GIS\maps\Fig 2 Plant Installation.mxd

SEH
418 W SUPERIOR ST, SUITE 200
DULUTH, MN 55802
PHONE: (218) 279-3000
www.sehinc.com

Project: DULAI 135245
Print Date: 5/31/2017

Map by: nwhite
Projection: St. Louis Co, US Ft
Source: ESRI, SEH

# *PLANT INSTALLATION LOCATIONS*

SKY HARBOR AIRPORT - PURCHASE ORDER
Duluth, Minnesota

Figure 2

This map is neither a legally recorded map nor a survey map and is not intended to be used as one. This map is a compilation of records, information, and data gathered from various sources listed on this map and is to be used for reference purposes only. SEH does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and SEH does not represent that the GIS Data can be used for navigational, tracking, or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. The user of this map acknowledges that SEH shall not be liable for any damages which arise out of the user's access or use of data provided.

Path: S:\AE\D\DULAI\135245\3-env-stdy-regs\GIS\mxds\Fig 2 Invasive Plant Management.mxd

SEH
418 W SUPERIOR ST, SUITE 200
DULUTH, MN 55802
PHONE: (218) 279-3000
www.sehinc.com

Project: DULAI 135245
Print Date: 5/31/2017

Map by: nwhite
Projection: St. Louis Co, US Ft
Source: ESRI, SEH

# *INVASIVE PLANT MANAGEMENT*

SKY HARBOR AIRPORT - PURCHASE ORDER
Duluth, Minnesota

Figure 3

This map is neither a legally recorded map nor a survey map and is not intended to be used as one. This map is a compilation of records, information, and data gathered from various sources listed on this map and is to be used for reference purposes only. SEH does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and SEH does not represent that the GIS Data can be used for navigational, tracking, or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. The user of this map acknowledges that SEH shall not be liable for any damages which arise out of the user's access or use of data provided.

XII G

Duluth Airport Authority

# Balance Sheet

## End of May 2017

| Financial Row | Amount |
|---|---|
| ASSETS | |
| Current Assets | |
| Bank | $2,284,539.06 |
| Accounts Receivable | |
| Accounts Receivable - Restricted PFC | $41,013.52 |
| Accounts Receivable Billed | $489,539.63 |
| Total Accounts Receivable | $530,553.15 |
| Other Current Asset | |
| Inventory Assets | $16,483.22 |
| Prepaid Items | $83,973.55 |
| Undeposited Funds | $2,362.56 |
| Total Other Current Asset | $102,819.33 |
| Total Current Assets | $2,917,911.54 |
| Fixed Assets | |
| Accumulated Depreciation | ($91,582,172.73) |
| Capital Assets | $198,238,928.72 |
| Work in Progress | $2,362,319.58 |
| Total Fixed Assets | $109,019,075.57 |
| Other Assets | |
| Accumulated Amortization | |
| Acc. Amort. Planning Projects - Contributed | ($942,660.62) |
| Acc. Amort. Planning Projects - Invested | ($136,932.17) |
| Total - Accumulated Amortization | ($1,079,592.79) |
| Airport Planning Projects - Contributed | $1,840,515.15 |
| Airport Planning Projects - Invested | $375,863.21 |
| Deferred Outflows | $654,600.00 |
| Lease Buyout Costs | $78,852.15 |
| Total Other Assets | $1,870,237.72 |
| Total ASSETS | $113,807,224.83 |
| LIABILITIES & EQUITY | |
| Current Liabilities | |
| Accounts Payable | |
| Accounts Payable | $49,042.53 |
| Contracts Payable | $107,727.22 |
| Total Accounts Payable | $156,769.75 |
| Credit Card | $1,884.73 |
| Other Current Liability | 11,860,186.36 |
| Total Current Liabilities | 12,018,840.84 |
| Long Term Liabilities | |
| LT Loans Payable - DEDA MIF | $71,111.44 |
| LT Revenue Note Payable FBO Acquisition | $103,232.12 |
| Net Other Postemployment Benefits Liability | $1,270,857.01 |
| Net Pension Liability | $1,567,066.00 |
| Total Long Term Liabilities | $3,012,266.57 |
| Equity | |
| Contributed Equity | $16,621,668.70 |
| Retained Earnings | $82,134,871.85 |
| Net Income | 19,576.87 |
| Total Equity | 98,776,117.42 |
| Total LIABILITIES & EQUITY | 113,807,224.83 |

Duluth Airport Authority

# Income Statement

## From Jan 2017 to May 2017

| Financial Row | Amount |
|---|---|
| Ordinary Income/Expense | |
| Income | |
| Non-Aeronautical Revenue | |
| Advertising Income | $6,400.00 |
| Concession Revenue | $593,398.52 |
| Customer Facility Charges | $85,108.00 |
| Miscellaneous Revenues | 44,513.90 |
| Parking | $91,638.77 |
| Permits | 8,212.15 |
| Plowing Services | $6,990.00 |
| Reimbursed Expenses | 24,305.08 |
| Rent | $57,969.27 |
| Sponsorship Income | $50,000.00 |
| State Aid | $8,947.39 |
| Total - Non-Aeronautical Revenue | 977,483.08 |
| Non-Passenger Aeronautical Revenue | |
| Aviation Gas | $6,229.83 |
| Concession Revenue | $64,789.76 |
| Event Income | $5,500.00 |
| Landing Fees | $13,291.85 |
| Ramp Fees | $7,581.60 |
| Rent | 504,772.04 |
| Security Reimbursement | $29,041.36 |
| Tie Downs | $1,320.00 |
| Total - Non-Passenger Aeronautical Revenue | 632,526.44 |
| Passenger Airline Aeronautical Revenue | |
| Landing Fees | $100,634.65 |
| Terminal Office/Space Rental | $321,580.30 |
| Total - Passenger Airline Aeronautical Revenue | $422,214.95 |
| Total - Income | 2,032,224.47 |
| Gross Profit | 2,032,224.47 |
| Expense | |
| Amortization Expense | |
| Holmgren Lease | $15,164.00 |
| Total - Amortization Expense | $15,164.00 |
| Miscellaneous Expenses | |
| Miscellaneous Expenses | $99.98 |
| Licenses & Taxes | $1,244.75 |
| Memberships, Dues & Subscriptions | $618.58 |
| Transaction Fees | $5,440.16 |
| Total - Miscellaneous Expenses | 7,403.47 |
| Personnel Compensation & Benefits | |
| Benefit Administration Fees | 391.50 |
| Employer Contributions for Retirement | $66,178.15 |
| Employer Paid Insurance | $120,917.54 |
| Retiree Benefits | $21,563.98 |
| Wages & Salaries | $528,317.10 |
| Worker's Compensation | $18,266.50 |
| Total - Personnel Compensation & Benefits | 755,634.77 |
| Services and Charges | |
| Badging | $2,000.00 |
| Central Services Fee | $18,833.30 |
| Communications & Technology | $61,024.07 |
| Employee Development Services | $11,703.52 |
| Employee Physicals | $635.00 |
| Hangar Management Fee | $921.80 |

| Financial Row | Amount |
|---|---|
| Insurance | $27,002.52 |
| Marketing | $51,970.37 |
| Professional Services | $154,035.01 |
| Rentals | $4,085.08 |
| Repairs and Maintenance - Contractual/Services | 181,071.38 |
| Transportation | $1,011.12 |
| Utility Services | $215,593.95 |
| Total - Services and Charges | 729,887.12 |
| Supplies | |
| Merchandise for Resale | $12,853.31 |
| Office Supplies | $14,001.85 |
| Operating Supplies | $57,461.55 |
| Repairs & Maintenance Supplies | 79,665.79 |
| Total - Supplies | 163,982.50 |
| Total - Expense | 1,672,071.86 |
| Net Ordinary Income | 360,152.61 |
| Other Income and Expenses | |
| Other Income | |
| Capital Contributions | |
| Grants | ($370,680.18) |
| Total - Capital Contributions | ($370,680.18) |
| Non-Operating Revenue | |
| Interest Income | $12,387.00 |
| Passenger Facility Charges | $164,823.04 |
| Total - Non-Operating Revenue | $177,210.04 |
| Total - Other Income | ($193,470.14) |
| Other Expense | |
| Non-Operating Expense | |
| Interest Expense | $147,105.60 |
| Total - Non-Operating Expense | $147,105.60 |
| Total - Other Expense | $147,105.60 |
| Net Other Income | ($340,575.74) |
| Net Income | 19,576.87 |

# Duluth Airport Authority
# DAA Board Packet Budget vs. Actual
# From Jan 2017 to May 2017

| Financial Row | Prior Year Actual (Jan 2016 - May 2016) | Current Year Actual (Jan 2017 - May 2017) | Budget Amount (Jan 2017 - May 2017) | Variance from Prior Year | Variance From Budget | Total Budget (Jan 2017 - Adjust 2017) |
|---|---|---|---|---|---|---|
| Ordinary Income/Expense | | | | | | |
| Income | | | | | | |
| Non-Aeronautical Revenue | $1,140,388.85 | $977,483.08 | $1,026,318.48 | ($162,905.77) | ($48,835.40) | $2,609,658.09 |
| Non-Passenger Aeronautical Revenue | $669,178.08 | $632,526.44 | $632,442.45 | ($36,651.64) | $83.99 | $1,575,536.20 |
| Passenger Airline Aeronautical Revenue | | | | | | |
| Landing Fees | | | | | | |
| Signatory | $108,125.96 | $100,634.65 | $114,583.35 | ($7,491.31) | ($13,948.70) | $275,000.04 |
| Total - Landing Fees | $108,125.96 | $100,634.65 | $114,583.35 | ($7,491.31) | ($13,948.70) | $275,000.04 |
| Terminal Office/Space Rental | $316,653.90 | $321,580.30 | $325,000.00 | $4,926.40 | ($3,419.70) | $780,000.00 |
| Total - Passenger Airline Aeronautical Revenue | $424,779.86 | $422,214.95 | $439,583.35 | ($2,564.91) | ($17,368.40) | $1,055,000.04 |
| Total - Income | $2,234,346.79 | $2,032,224.47 | $2,098,344.28 | ($202,122.32) | ($66,119.81) | $5,240,194.33 |
| Gross Profit | $2,234,346.79 | $2,032,224.47 | $2,098,344.28 | ($202,122.32) | ($66,119.81) | $5,240,194.33 |
| Expense | | | | | | |
| Miscellaneous Expenses | $3,426.55 | $7,403.47 | $6,061.65 | $3,976.92 | $1,341.82 | $11,489.96 |
| Personnel Compensation & Benefits | $725,896.41 | $755,634.77 | $830,078.80 | $29,738.36 | ($74,444.03) | $1,992,189.12 |
| Services and Charges | $701,859.54 | $729,887.12 | $679,001.23 | $28,027.58 | $50,885.89 | $1,594,513.12 |
| Supplies | $226,131.06 | $163,982.50 | $213,116.60 | ($62,148.56) | ($49,134.10) | $492,714.84 |
| Total - Expense | $1,657,313.56 | $1,656,907.86 | $1,728,258.28 | ($405.70) | ($71,350.42) | $4,090,907.04 |
| Net Ordinary Income | $577,033.23 | $375,316.61 | $370,086.00 | ($201,716.62) | $5,230.61 | $1,149,287.29 |
| Other Income and Expenses | | | | | | |
| Other Income | | | | | | |
| Non-Operating Revenue | $224,069.41 | $177,210.04 | $171,083.35 | ($46,859.37) | $6,126.69 | $488,000.04 |
| Total - Other Income | $224,069.41 | $177,210.04 | $171,083.35 | ($46,859.37) | $6,126.69 | $488,000.04 |
| Other Expense | | | | | | |
| Non-Operating Expense | $167,361.91 | $147,105.60 | $179,563.95 | ($20,256.31) | ($32,458.35) | $430,953.48 |
| Total - Other Expense | $167,361.91 | $147,105.60 | $179,563.95 | ($20,256.31) | ($32,458.35) | $430,953.48 |
| Net Other Income | $56,707.50 | $30,104.44 | ($8,480.60) | ($26,603.06) | $38,585.04 | $57,046.56 |
| Net Income Exclusive of Project Expenses, Depreciation & Amortization | $633,740.73 | $405,421.05 | $361,605.40 | ($228,319.68) | $43,815.65 | $1,206,333.85 |
| Projects/Grants | ($1,453,689.09) | ($370,680.18) | $3,794,949.30 | $1,083,008.91 | ($4,165,629.48) | $9,107,878.32 |
| Depreciation & Amortization | ($4,019,992.09) | ($15,164.00) | ($3,886,633.10) | $4,004,828.09 | $3,871,469.10 | ($9,327,919.44) |
| Net Income | ($4,839,940.45) | $19,576.87 | $269,921.60 | $4,859,517.32 | ($250,344.73) | $986,292.73 |

Notes

* This report is based on an allocated budget, which is seasonally adjusted. At this time the DAA is at a positive variance of just over $43k.
* The results of this report are expected to change slightly with adjustments as delays in receipt of invoices occurs from time to time.
* Revenues largest variance from budget comes from parking and rental car concessions as well as State Aid from the Marketing Grant.
* Personnel Compensation and Benefits as well as Operating & Repairs & Maintenance Supplies is also down from what was expected for May 2017.
* Operating Income is over budget by only $9k. Marketing Grant is under by nearly $25k, Security Reimbursements TSA/LEO is under by $11k.
* Operating Expenses are under budget $71k, largely due to personnel expenses. This can be attributed to mild winter conditions since the new year.

# Duluth Airport Authority
# Duluth A/R Aging Report
# As of July 11, 2017
# Filters: Transaction Type (equal to Invoice, Payment, Credit Memo )

| CUSTOMER | TRANSACTION TYPE | TRANSACTION DATE | TRANSACTION NUMBER | DUE DATE | AGE | CURRENT | 6/11/2017 - 7/10/2017 (30) | 5/12/2017 - 6/10/2017 (60) | 4/12/2017 - 5/11/2017 (90) | BEFORE 4/12/2017 (>90) | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | Open Balance | Open Balance | Open Balance | Open Balance | Open Balance | *Open Balance* |
| 33Y LLC | Invoice | 7/1/2017 | 2038 | 7/31/2017 | 10 | $0.00 | $193.56 | $0.00 | $0.00 | $0.00 | $193.56 |
| AAR Aircraft Service | Invoice | 6/29/2017 | 1969 | 7/29/2017 | 12 | $0.00 | $510.00 | $0.00 | $0.00 | $0.00 | $510.00 |
| **Abateco, Inc.** | | | | | | | | | | | |
| | Invoice | 7/11/2017 | 2066 | 8/10/2017 | 0 | $3,035.44 | $0.00 | $0.00 | $0.00 | $0.00 | $3,035.44 |
| | Invoice | 7/11/2017 | 2067 | 8/10/2017 | 0 | $2,814.78 | $0.00 | $0.00 | $0.00 | $0.00 | $2,814.78 |
| **Total - Abateco, Inc.** | | | | | | **$5,850.22** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$5,850.22** |
| Avis Rent A Car | Invoice | 7/1/2017 | 1985 | 7/31/2017 | 10 | $0.00 | $1,873.66 | $0.00 | $0.00 | $0.00 | $1,873.66 |
| Bellamy Bill | Invoice | 7/11/2017 | 2071 | 8/10/2017 | 0 | $237.67 | $0.00 | $0.00 | $0.00 | $0.00 | $237.67 |
| **BKR Investments DBA Duluth Pack** | | | | | | | | | | | |
| | Invoice | 6/1/2017 | 1854 | 7/1/2017 | 40 | $0.00 | $0.00 | $250.00 | $0.00 | $0.00 | $250.00 |
| | Invoice | 7/1/2017 | 1988 | 7/31/2017 | 10 | $0.00 | $250.00 | $0.00 | $0.00 | $0.00 | $250.00 |
| **Total - BKR Investments DBA Duluth Pack** | | | | | | **$0.00** | **$250.00** | **$250.00** | **$0.00** | **$0.00** | **$500.00** |
| Bouchard, Cary T | Invoice | 7/11/2017 | 2057 | 8/10/2017 | 0 | $60.00 | $0.00 | $0.00 | $0.00 | $0.00 | $60.00 |
| Brickson Kyle | Invoice | 7/11/2017 | 2048 | 8/10/2017 | 0 | $180.00 | $0.00 | $0.00 | $0.00 | $0.00 | $180.00 |
| Brown, James | Invoice | 7/1/2017 | 2018 | 7/31/2017 | 10 | $0.00 | $229.92 | $0.00 | $0.00 | $0.00 | $229.92 |
| **Budget Rent A Car** | | | | | | | | | | | |
| | Invoice | 6/30/2017 | 2043 | 7/30/2017 | 11 | $0.00 | $8,508.96 | $0.00 | $0.00 | $0.00 | $8,508.96 |
| | Invoice | 7/1/2017 | 1986 | 7/31/2017 | 10 | $0.00 | $1,199.50 | $0.00 | $0.00 | $0.00 | $1,199.50 |
| **Total - Budget Rent A Car** | | | | | | **$0.00** | **$9,708.46** | **$0.00** | **$0.00** | **$0.00** | **$9,708.46** |
| Callies Fred | Invoice | 7/11/2017 | 2049 | 8/10/2017 | 0 | $60.00 | $0.00 | $0.00 | $0.00 | $0.00 | $60.00 |
| Century Fence Company | Invoice | 6/29/2017 | 1982 | 7/29/2017 | 12 | $0.00 | $125.00 | $0.00 | $0.00 | $0.00 | $125.00 |
| **Cirrus Design Corporation** | | | | | | | | | | | |
| | Invoice | 5/23/2017 | 1831 | 6/22/2017 | 49 | $0.00 | $0.00 | $1,405.00 | $0.00 | $0.00 | $1,405.00 |
| | Invoice | 6/1/2017 | 1853 | 7/1/2017 | 40 | $0.00 | $0.00 | $3,157.33 | $0.00 | $0.00 | $3,157.33 |
| | Invoice | 6/1/2017 | 1874 | 7/1/2017 | 40 | $0.00 | $0.00 | $18,870.79 | $0.00 | $0.00 | $18,870.79 |
| | Invoice | 6/29/2017 | 1970 | 7/29/2017 | 12 | $0.00 | $2,100.00 | $0.00 | $0.00 | $0.00 | $2,100.00 |
| | Invoice | 6/30/2017 | 1984 | 7/30/2017 | 11 | $0.00 | $517.64 | $0.00 | $0.00 | $0.00 | $517.64 |
| | Invoice | 7/1/2017 | 1987 | 7/31/2017 | 10 | $0.00 | $3,157.33 | $0.00 | $0.00 | $0.00 | $3,157.33 |
| | Invoice | 7/1/2017 | 2009 | 7/31/2017 | 10 | $0.00 | $18,870.79 | $0.00 | $0.00 | $0.00 | $18,870.79 |
| **Total - Cirrus Design Corporation** | | | | | | **$0.00** | **$24,645.76** | **$23,433.12** | **$0.00** | **$0.00** | **$48,078.88** |
| **City of Duluth** | | | | | | | | | | | |

# Duluth A/R Aging Report

| CUSTOMER | TRANSACTION TYPE | TRANSACTION DATE | TRANSACTION NUMBER | DUE DATE | AGE | CURRENT | 6/11/2017 - 7/10/2017 (30) | 5/12/2017 - 6/10/2017 (60) | 4/12/2017 - 5/11/2017 (90) | BEFORE 4/12/2017 (>90) | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | Open Balance | Open Balance | Open Balance | Open Balance | Open Balance | *Open Balance* |
| | Invoice | 5/1/2017 | 1749 | 5/31/2017 | 71 | $0.00 | $0.00 | $0.00 | $1,510.98 | $0.00 | $1,510.98 |
| | Invoice | 6/1/2017 | 1875 | 7/1/2017 | 40 | $0.00 | $0.00 | $1,510.98 | $0.00 | $0.00 | $1,510.98 |
| | Invoice | 7/1/2017 | 2010 | 7/31/2017 | 10 | $0.00 | $1,510.98 | $0.00 | $0.00 | $0.00 | $1,510.98 |
| **Total - City of Duluth** | | | | | | **$0.00** | **$1,510.98** | **$1,510.98** | **$1,510.98** | **$0.00** | **$4,532.94** |
| Civil Air Patrol | Invoice | 5/5/2017 | 1792 | 6/4/2017 | 67 | $0.00 | $0.00 | $0.00 | $1.00 | $0.00 | $1.00 |
| Commemorative Air Force | Invoice | 7/1/2017 | 2011 | 7/31/2017 | 10 | $0.00 | $445.03 | $0.00 | $0.00 | $0.00 | $445.03 |
| Compudyne | Invoice | 7/1/2017 | 2012 | 7/31/2017 | 10 | $0.00 | $27.64 | $0.00 | $0.00 | $0.00 | $27.64 |
| Cotter Rob | Invoice | 7/11/2017 | 2070 | 8/10/2017 | 0 | $101.59 | $0.00 | $0.00 | $0.00 | $0.00 | $101.59 |
| Dallmann, Nathan | Payment | 7/3/2017 | 1751 | 7/3/2017 | 8 | $0.00 | ($51.00) | $0.00 | $0.00 | $0.00 | ($51.00) |
| Dargay, Christopher | Payment | 7/3/2017 | 1752 | 7/3/2017 | 8 | $0.00 | ($153.00) | $0.00 | $0.00 | $0.00 | ($153.00) |
| DATM, LLC | Payment | 7/11/2017 | 1722 | 7/11/2017 | 0 | ($58.00) | $0.00 | $0.00 | $0.00 | $0.00 | ($58.00) |
| **Delta Airlines** | | | | | | | | | | | |
| | Invoice | 1/15/2017 | 1300 | 2/28/2017 | 177 | $0.00 | $0.00 | $0.00 | $0.00 | $9,052.06 | $9,052.06 |
| | Payment | 5/25/2017 | 1581 | 5/25/2017 | 47 | $0.00 | $0.00 | ($9,350.38) | $0.00 | $0.00 | ($9,350.38) |
| **Total - Delta Airlines** | | | | | | **$0.00** | **$0.00** | **($9,350.38)** | **$0.00** | **$9,052.06** | **($298.32)** |
| **Delta Global Services** | | | | | | | | | | | |
| | Invoice | 12/31/2016 | 1282 | 1/30/2017 | 192 | $0.00 | $0.00 | $0.00 | $0.00 | $820.41 | $820.41 |
| | Invoice | 5/23/2017 | 1832 | 6/22/2017 | 49 | $0.00 | $0.00 | $815.00 | $0.00 | $0.00 | $815.00 |
| | Invoice | 6/20/2017 | 1949 | 7/20/2017 | 21 | $0.00 | $288.00 | $0.00 | $0.00 | $0.00 | $288.00 |
| | Invoice | 6/29/2017 | 1972 | 7/29/2017 | 12 | $0.00 | $1,170.00 | $0.00 | $0.00 | $0.00 | $1,170.00 |
| **Total - Delta Global Services** | | | | | | **$0.00** | **$1,458.00** | **$815.00** | **$0.00** | **$820.41** | **$3,093.41** |
| Dobbs Dick | Invoice | 7/11/2017 | 2050 | 8/10/2017 | 0 | $60.00 | $0.00 | $0.00 | $0.00 | $0.00 | $60.00 |
| Edwards Michael | Payment | 6/29/2017 | 1686 | 6/29/2017 | 12 | $0.00 | ($51.00) | $0.00 | $0.00 | $0.00 | ($51.00) |
| Engstad, David | Invoice | 7/11/2017 | 2059 | 8/10/2017 | 0 | $30.00 | $0.00 | $0.00 | $0.00 | $0.00 | $30.00 |
| **Enterprise Leasing Company** | | | | | | | | | | | |
| | Invoice | 6/29/2017 | 1979 | 7/29/2017 | 12 | $0.00 | $130.00 | $0.00 | $0.00 | $0.00 | $130.00 |
| | Invoice | 6/30/2017 | 1907 | 7/30/2017 | 11 | $0.00 | $4,964.64 | $0.00 | $0.00 | $0.00 | $4,964.64 |
| **Total - Enterprise Leasing Company** | | | | | | **$0.00** | **$5,094.64** | **$0.00** | **$0.00** | **$0.00** | **$5,094.64** |
| Ernest Joseph | Invoice | 7/11/2017 | 2054 | 8/10/2017 | 0 | $30.00 | $0.00 | $0.00 | $0.00 | $0.00 | $30.00 |
| Evans Griffith | Invoice | 7/11/2017 | 2047 | 8/10/2017 | 0 | $180.00 | $0.00 | $0.00 | $0.00 | $0.00 | $180.00 |
| Federal Aviation Administration | Invoice | 6/20/2017 | 1951 | 7/20/2017 | 21 | $0.00 | $200.00 | $0.00 | $0.00 | $0.00 | $200.00 |
| **Federal Express Corporation** | | | | | | | | | | | |
| | Invoice | 2/10/2017 | 1444 | 3/12/2017 | 151 | $0.00 | $0.00 | $0.00 | $0.00 | $1,005.00 | $1,005.00 |
| | Payment | 3/23/2017 | 1348 | 3/23/2017 | 110 | $0.00 | $0.00 | $0.00 | $0.00 | ($11,058.43) | ($11,058.43) |
| | Payment | 4/24/2017 | 1472 | 4/24/2017 | 78 | $0.00 | $0.00 | $0.00 | ($11,572.60) | $0.00 | ($11,572.60) |
| | Invoice | 4/30/2017 | 1757 | 5/30/2017 | 72 | $0.00 | $0.00 | $0.00 | $8,637.17 | $0.00 | $8,637.17 |

| CUSTOMER | TRANSACTION TYPE | TRANSACTION DATE | TRANSACTION NUMBER | DUE DATE | AGE | CURRENT | 6/11/2017 - 7/10/2017 (30) | 5/12/2017 - 6/10/2017 (60) | 4/12/2017 - 5/11/2017 (90) | BEFORE 4/12/2017 (>90) | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | Open Balance | Open Balance | Open Balance | Open Balance | Open Balance | Open Balance |
| | Invoice | 5/1/2017 | 1730 | 5/31/2017 | 71 | $0.00 | $0.00 | $0.00 | $10,253.02 | $0.00 | $10,253.02 |
| | Invoice | 5/23/2017 | 1833 | 6/22/2017 | 49 | $0.00 | $0.00 | $920.00 | $0.00 | $0.00 | $920.00 |
| | Invoice | 6/1/2017 | 1856 | 7/1/2017 | 40 | $0.00 | $0.00 | $10,253.02 | $0.00 | $0.00 | $10,253.02 |
| | Payment | 6/1/2017 | 1597 | 6/1/2017 | 40 | $0.00 | $0.00 | ($10,081.63) | $0.00 | $0.00 | ($10,081.63) |
| | Invoice | 6/29/2017 | 1973 | 7/29/2017 | 12 | $0.00 | $460.00 | $0.00 | $0.00 | $0.00 | $460.00 |
| | Invoice | 7/1/2017 | 1990 | 7/31/2017 | 10 | $0.00 | $10,253.02 | $0.00 | $0.00 | $0.00 | $10,253.02 |
| **Total - Federal Express Corporation** | | | | | | **$0.00** | **$10,713.02** | **$1,091.39** | **$7,317.59** | **($10,053.43)** | **$9,068.57** |
| **Goritchan Boris** | | | | | | | | | | | |
| | Invoice | 11/30/2015 | 47 | 11/1/2015 | 589 | $0.00 | $0.00 | $0.00 | $0.00 | $169.00 | $169.00 |
| | Invoice | 1/26/2016 | 202 | 2/25/2016 | 532 | $0.00 | $0.00 | $0.00 | $0.00 | $60.00 | $60.00 |
| **Total - Goritchan Boris** | | | | | | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$229.00** | **$229.00** |
| Graves, Michelle | Invoice | 3/1/2017 | 1539 | 3/1/2017 | 132 | $0.00 | $0.00 | $0.00 | $0.00 | $113.00 | $113.00 |
| **GSSC** | | | | | | | | | | | |
| | Invoice | 11/3/2016 | 1054 | 12/3/2016 | 250 | $0.00 | $0.00 | $0.00 | $0.00 | $115.00 | $115.00 |
| | Invoice | 3/17/2017 | 1601 | 4/16/2017 | 116 | $0.00 | $0.00 | $0.00 | $0.00 | $125.00 | $125.00 |
| | Invoice | 4/21/2017 | 1704 | 5/21/2017 | 81 | $0.00 | $0.00 | $0.00 | $315.00 | $0.00 | $315.00 |
| | Invoice | 5/23/2017 | 1840 | 6/22/2017 | 49 | $0.00 | $0.00 | $250.00 | $0.00 | $0.00 | $250.00 |
| | Invoice | 6/29/2017 | 1980 | 7/29/2017 | 12 | $0.00 | $125.00 | $0.00 | $0.00 | $0.00 | $125.00 |
| **Total - GSSC** | | | | | | **$0.00** | **$125.00** | **$250.00** | **$315.00** | **$240.00** | **$930.00** |
| Hagberg, Rick | Invoice | 7/1/2017 | 2029 | 7/31/2017 | 10 | $0.00 | $170.52 | $0.00 | $0.00 | $0.00 | $170.52 |
| Hall John | Payment | 7/11/2017 | 1745 | 7/11/2017 | 0 | ($10.03) | $0.00 | $0.00 | $0.00 | $0.00 | ($10.03) |
| **Hatfield, Dan** | | | | | | | | | | | |
| | Invoice | 5/1/2017 | 1767 | 5/31/2017 | 71 | $0.00 | $0.00 | $0.00 | $170.52 | $0.00 | $170.52 |
| | Invoice | 6/1/2017 | 1890 | 7/1/2017 | 40 | $0.00 | $0.00 | $170.52 | $0.00 | $0.00 | $170.52 |
| | Invoice | 7/1/2017 | 2025 | 7/31/2017 | 10 | $0.00 | $170.52 | $0.00 | $0.00 | $0.00 | $170.52 |
| **Total - Hatfield, Dan** | | | | | | **$0.00** | **$170.52** | **$170.52** | **$170.52** | **$0.00** | **$511.56** |
| Heimbach Ann | Invoice | 7/11/2017 | 2058 | 8/10/2017 | 0 | $60.00 | $0.00 | $0.00 | $0.00 | $0.00 | $60.00 |
| **Hermantown Hydraulics** | | | | | | | | | | | |
| | Invoice | 4/1/2017 | 1634 | 5/1/2017 | 101 | $0.00 | $0.00 | $0.00 | $0.00 | $347.08 | $347.08 |
| | Invoice | 5/1/2017 | 1752 | 5/31/2017 | 71 | $0.00 | $0.00 | $0.00 | $600.35 | $0.00 | $600.35 |
| | Invoice | 6/1/2017 | 1878 | 7/1/2017 | 40 | $0.00 | $0.00 | $600.35 | $0.00 | $0.00 | $600.35 |
| | Invoice | 7/1/2017 | 2013 | 7/31/2017 | 10 | $0.00 | $600.35 | $0.00 | $0.00 | $0.00 | $600.35 |
| **Total - Hermantown Hydraulics** | | | | | | **$0.00** | **$600.35** | **$600.35** | **$600.35** | **$347.08** | **$2,148.13** |
| **Hertz-Hansen Lease & Rental** | | | | | | | | | | | |
| | Invoice | 2/3/2016 | 238 | 3/4/2016 | 524 | $0.00 | $0.00 | $0.00 | $0.00 | $1,162.10 | $1,162.10 |
| | Invoice | 3/1/2016 | 1474 | 3/31/2016 | 497 | $0.00 | $0.00 | $0.00 | $0.00 | $581.05 | $581.05 |

# Duluth A/R Aging Report

| CUSTOMER | TRANSACTION TYPE | TRANSACTION DATE | TRANSACTION NUMBER | DUE DATE | AGE | CURRENT | 6/11/2017 - 7/10/2017 (30) | 5/12/2017 - 6/10/2017 (60) | 4/12/2017 - 5/11/2017 (90) | BEFORE 4/12/2017 (>90) | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | Open Balance | Open Balance | Open Balance | Open Balance | Open Balance | Open Balance |
| | Invoice | 3/1/2016 | 1475 | 3/31/2016 | 497 | $0.00 | $0.00 | $0.00 | $0.00 | $4,118.97 | $4,118.97 |
| **Total - Hertz-Hansen Lease & Rental** | | | | | | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$5,862.12** | **$5,862.12** |
| Hillman Colin | Invoice | 7/11/2017 | 2062 | 8/10/2017 | 0 | $215.00 | $0.00 | $0.00 | $0.00 | $0.00 | $215.00 |
| **Hydro Solutions, Inc.** | | | | | | | | | | | |
| | Invoice | 11/30/2015 | 57 | 12/31/2015 | 589 | $0.00 | $0.00 | $0.00 | $0.00 | $77,604.59 | $77,604.59 |
| | Invoice | 7/1/2017 | 1993 | 7/31/2017 | 10 | $0.00 | $3,466.75 | $0.00 | $0.00 | $0.00 | $3,466.75 |
| **Total - Hydro Solutions, Inc.** | | | | | | **$0.00** | **$3,466.75** | **$0.00** | **$0.00** | **$77,604.59** | **$81,071.34** |
| Janisch, David | Payment | 3/10/2017 | 1325 | 3/10/2017 | 123 | $0.00 | $0.00 | $0.00 | $0.00 | ($2,005.00) | ($2,005.00) |
| Jauss Aviation Inc. | Invoice | 7/11/2017 | 2060 | 8/10/2017 | 0 | $60.00 | $0.00 | $0.00 | $0.00 | $0.00 | $60.00 |
| **Jeff Foster Trucking** | | | | | | | | | | | |
| | Invoice | 5/1/2017 | 1764 | 5/31/2017 | 71 | $0.00 | $0.00 | $0.00 | $229.92 | $0.00 | $229.92 |
| | Invoice | 6/1/2017 | 1888 | 7/1/2017 | 40 | $0.00 | $0.00 | $229.92 | $0.00 | $0.00 | $229.92 |
| | Invoice | 7/1/2017 | 2023 | 7/31/2017 | 10 | $0.00 | $229.92 | $0.00 | $0.00 | $0.00 | $229.92 |
| **Total - Jeff Foster Trucking** | | | | | | **$0.00** | **$229.92** | **$229.92** | **$229.92** | **$0.00** | **$689.76** |
| Johnson, Richard | Invoice | 7/1/2017 | 2019 | 7/31/2017 | 10 | $0.00 | $400.44 | $0.00 | $0.00 | $0.00 | $400.44 |
| Johnston, Paul | Invoice | 7/1/2017 | 2034 | 7/31/2017 | 10 | $0.00 | $170.52 | $0.00 | $0.00 | $0.00 | $170.52 |
| Lake Country Flightseeing | Invoice | 7/11/2017 | 2064 | 8/10/2017 | 0 | $430.00 | $0.00 | $0.00 | $0.00 | $0.00 | $430.00 |
| Lake Superior Aviation, LLP | Invoice | 7/1/2017 | 2014 | 7/31/2017 | 10 | $0.00 | $689.43 | $0.00 | $0.00 | $0.00 | $689.43 |
| Lake Superior College | Invoice | 7/1/2017 | 2006 | 7/31/2017 | 10 | $0.00 | $33,775.67 | $0.00 | $0.00 | $0.00 | $33,775.67 |
| **Lake Superior Helicopters** | | | | | | | | | | | |
| | Invoice | 5/1/2017 | 1766 | 5/31/2017 | 71 | $0.00 | $0.00 | $0.00 | $341.04 | $0.00 | $341.04 |
| | Invoice | 5/1/2017 | 1734 | 5/31/2017 | 71 | $0.00 | $0.00 | $0.00 | $2,575.00 | $0.00 | $2,575.00 |
| | Invoice | 5/23/2017 | 1836 | 6/22/2017 | 49 | $0.00 | $0.00 | $190.00 | $0.00 | $0.00 | $190.00 |
| | Invoice | 5/31/2017 | 1927 | 6/30/2017 | 41 | $0.00 | $0.00 | $416.62 | $0.00 | $0.00 | $416.62 |
| | Invoice | 6/1/2017 | 1889 | 7/1/2017 | 40 | $0.00 | $0.00 | $341.04 | $0.00 | $0.00 | $341.04 |
| | Invoice | 6/29/2017 | 1976 | 7/29/2017 | 12 | $0.00 | $605.00 | $0.00 | $0.00 | $0.00 | $605.00 |
| | Invoice | 7/1/2017 | 2024 | 7/31/2017 | 10 | $0.00 | $341.04 | $0.00 | $0.00 | $0.00 | $341.04 |
| **Total - Lake Superior Helicopters** | | | | | | **$0.00** | **$946.04** | **$947.66** | **$2,916.04** | **$0.00** | **$4,809.74** |
| **Lloyds Systems** | | | | | | | | | | | |
| | Invoice | 11/30/2015 | 21 | 2/2/2015 | 589 | $0.00 | $0.00 | $0.00 | $0.00 | $35.00 | $35.00 |
| | Invoice | 11/30/2015 | 22 | 8/24/2015 | 589 | $0.00 | $0.00 | $0.00 | $0.00 | $30.00 | $30.00 |
| **Total - Lloyds Systems** | | | | | | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$65.00** | **$65.00** |
| Love Creamery | Invoice | 7/11/2017 | 2065 | 8/10/2017 | 0 | $30.00 | $0.00 | $0.00 | $0.00 | $0.00 | $30.00 |
| Lucero Andrew | Invoice | 7/11/2017 | 2051 | 8/10/2017 | 0 | $120.00 | $0.00 | $0.00 | $0.00 | $0.00 | $120.00 |
| Luck, Rick | Invoice | 7/11/2017 | 2069 | 8/10/2017 | 0 | $157.58 | $0.00 | $0.00 | $0.00 | $0.00 | $157.58 |
| Lyft, Inc. | Payment | 6/13/2017 | 1714 | 6/13/2017 | 28 | $0.00 | ($0.01) | $0.00 | $0.00 | $0.00 | ($0.01) |
| M & M Light Transport | Invoice | 7/1/2017 | 2027 | 7/31/2017 | 10 | $0.00 | $170.52 | $0.00 | $0.00 | $0.00 | $170.52 |

| CUSTOMER | TRANSACTION TYPE | TRANSACTION DATE | TRANSACTION NUMBER | DUE DATE | AGE | CURRENT | 6/11/2017 - 7/10/2017 (30) | 5/12/2017 - 6/10/2017 (60) | 4/12/2017 - 5/11/2017 (90) | BEFORE 4/12/2017 (>90) | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | Open Balance | Open Balance | Open Balance | Open Balance | Open Balance | *Open Balance* |
| Malachi Israel | Invoice | 7/11/2017 | 2053 | 8/10/2017 | 0 | $180.00 | $0.00 | $0.00 | $0.00 | $0.00 | $180.00 |
| **Mark Marino** | | | | | | | | | | | |
| **Duluth Aviation Institute** | | | | | | | | | | | |
| | Invoice | 6/6/2017 | 1924 | 7/6/2017 | 35 | $0.00 | $0.00 | $215.00 | $0.00 | $0.00 | $215.00 |
| | Invoice | 7/11/2017 | 2063 | 8/10/2017 | 0 | $215.00 | $0.00 | $0.00 | $0.00 | $0.00 | $215.00 |
| **Total - Duluth Aviation Institute** | | | | | | **$215.00** | **$0.00** | **$215.00** | **$0.00** | **$0.00** | **$430.00** |
| **Total - Mark Marino** | | | | | | **$215.00** | **$0.00** | **$215.00** | **$0.00** | **$0.00** | **$430.00** |
| **McCarney, Thomas** | | | | | | | | | | | |
| | Invoice | 6/1/2017 | 1900 | 7/1/2017 | 40 | $0.00 | $0.00 | $193.56 | $0.00 | $0.00 | $193.56 |
| | Invoice | 7/1/2017 | 2035 | 7/31/2017 | 10 | $0.00 | $193.56 | $0.00 | $0.00 | $0.00 | $193.56 |
| **Total - McCarney, Thomas** | | | | | | **$0.00** | **$193.56** | **$193.56** | **$0.00** | **$0.00** | **$387.12** |
| Miner's Outdoor Adventures, LLC | Invoice | 7/11/2017 | 2068 | 8/10/2017 | 0 | $214.82 | $0.00 | $0.00 | $0.00 | $0.00 | $214.82 |
| **Minnesota Air National Guard** | | | | | | | | | | | |
| | Credit Memo | 12/29/2016 | 42 | 12/29/2016 | 194 | $0.00 | $0.00 | $0.00 | $0.00 | ($125.00) | ($125.00) |
| | Invoice | 6/27/2017 | 1961 | 7/27/2017 | 14 | $0.00 | $778.21 | $0.00 | $0.00 | $0.00 | $778.21 |
| | Invoice | 7/1/2017 | 1996 | 7/31/2017 | 10 | $0.00 | $854.50 | $0.00 | $0.00 | $0.00 | $854.50 |
| **Total - Minnesota Air National Guard** | | | | | | **$0.00** | **$1,632.71** | **$0.00** | **$0.00** | **($125.00)** | **$1,507.71** |
| **Monaco Air Duluth** | | | | | | | | | | | |
| | Invoice | 6/29/2017 | 1977 | 7/29/2017 | 12 | $0.00 | $430.00 | $0.00 | $0.00 | $0.00 | $430.00 |
| | Invoice | 7/1/2017 | 1998 | 7/31/2017 | 10 | $0.00 | $4,840.35 | $0.00 | $0.00 | $0.00 | $4,840.35 |
| | Invoice | 7/1/2017 | 1999 | 7/31/2017 | 10 | $0.00 | $1,824.96 | $0.00 | $0.00 | $0.00 | $1,824.96 |
| **Total - Monaco Air Duluth** | | | | | | **$0.00** | **$7,095.31** | **$0.00** | **$0.00** | **$0.00** | **$7,095.31** |
| Mountain Air Cargo | Invoice | 6/30/2017 | 2039 | 7/30/2017 | 11 | $0.00 | $1,758.10 | $0.00 | $0.00 | $0.00 | $1,758.10 |
| Natural Resource Engineering Co. | Invoice | 7/11/2017 | 2061 | 8/10/2017 | 0 | $60.00 | $0.00 | $0.00 | $0.00 | $0.00 | $60.00 |
| Northland Constructors, Inc. | Invoice | 7/1/2017 | 2000 | 7/31/2017 | 10 | $0.00 | $181.50 | $0.00 | $0.00 | $0.00 | $181.50 |
| **Oakwells CR, LLC** | | | | | | | | | | | |
| | Invoice | 4/30/2017 | 1813 | 5/30/2017 | 72 | $0.00 | $0.00 | $0.00 | $0.57 | $0.00 | $0.57 |
| | Invoice | 6/8/2017 | 1930 | 7/8/2017 | 33 | $0.00 | $0.00 | $799.99 | $0.00 | $0.00 | $799.99 |
| | Invoice | 6/29/2017 | 1968 | 7/29/2017 | 12 | $0.00 | $847.50 | $0.00 | $0.00 | $0.00 | $847.50 |
| | Invoice | 6/29/2017 | 1983 | 7/29/2017 | 12 | $0.00 | $100.00 | $0.00 | $0.00 | $0.00 | $100.00 |
| | Invoice | 6/30/2017 | 2042 | 7/30/2017 | 11 | $0.00 | $6,535.56 | $0.00 | $0.00 | $0.00 | $6,535.56 |
| **Total - Oakwells CR, LLC** | | | | | | **$0.00** | **$7,483.06** | **$799.99** | **$0.57** | **$0.00** | **$8,283.62** |
| **Oltman Robert** | | | | | | | | | | | |
| | Payment | 2/24/2017 | 1254 | 2/24/2017 | 137 | $0.00 | $0.00 | $0.00 | $0.00 | ($5.00) | ($5.00) |

# Duluth A/R Aging Report

| CUSTOMER | TRANSACTION TYPE | TRANSACTION DATE | TRANSACTION NUMBER | DUE DATE | AGE | CURRENT | 6/11/2017 - 7/10/2017 (30) | 5/12/2017 - 6/10/2017 (60) | 4/12/2017 - 5/11/2017 (90) | BEFORE 4/12/2017 (>90) | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | Open Balance | Open Balance | Open Balance | Open Balance | Open Balance | Open Balance |
| | Payment | 6/2/2017 | 1615 | 6/2/2017 | 39 | $0.00 | $0.00 | ($153.00) | $0.00 | $0.00 | ($153.00) |
| **Total - Oltman Robert** | | | | | | **$0.00** | **$0.00** | **($153.00)** | **$0.00** | **($5.00)** | **($158.00)** |
| **Opack Matthew Jr.** | | | | | | | | | | | |
| | Invoice | 5/1/2017 | 1958 | 5/31/2017 | 71 | $0.00 | $0.00 | $0.00 | $387.12 | $0.00 | $387.12 |
| | Invoice | 7/1/2017 | 2036 | 7/31/2017 | 10 | $0.00 | $193.56 | $0.00 | $0.00 | $0.00 | $193.56 |
| **Total - Opack Matthew Jr.** | | | | | | **$0.00** | **$193.56** | **$0.00** | **$387.12** | **$0.00** | **$580.68** |
| Palmer, John | Invoice | 7/1/2017 | 2033 | 7/31/2017 | 10 | $0.00 | $170.52 | $0.00 | $0.00 | $0.00 | $170.52 |
| **Parthe, Lance** | | | | | | | | | | | |
| | Invoice | 2/10/2017 | 1445 | 3/12/2017 | 151 | $0.00 | $0.00 | $0.00 | $0.00 | $65.00 | $65.00 |
| | Invoice | 5/1/2017 | 1762 | 5/31/2017 | 71 | $0.00 | $0.00 | $0.00 | $196.17 | $0.00 | $196.17 |
| | Invoice | 7/1/2017 | 2021 | 7/31/2017 | 10 | $0.00 | $229.92 | $0.00 | $0.00 | $0.00 | $229.92 |
| **Total - Parthe, Lance** | | | | | | **$0.00** | **$229.92** | **$0.00** | **$196.17** | **$65.00** | **$491.09** |
| Payne, Robert | Invoice | 7/1/2017 | 2017 | 7/31/2017 | 10 | $0.00 | $229.92 | $0.00 | $0.00 | $0.00 | $229.92 |
| QMS, INC. | Invoice | 7/1/2017 | 2001 | 7/31/2017 | 10 | $0.00 | $250.00 | $0.00 | $0.00 | $0.00 | $250.00 |
| **Rasier, LLC** | | | | | | | | | | | |
| | Invoice | 5/4/2017 | 1785 | 6/3/2017 | 68 | $0.00 | $0.00 | $0.00 | $750.00 | $0.00 | $750.00 |
| | Invoice | 5/31/2017 | 1947 | 6/30/2017 | 41 | $0.00 | $0.00 | $226.00 | $0.00 | $0.00 | $226.00 |
| **Total - Rasier, LLC** | | | | | | **$0.00** | **$0.00** | **$226.00** | **$750.00** | **$0.00** | **$976.00** |
| Rathbun, David | Invoice | 7/1/2017 | 2028 | 7/31/2017 | 10 | $0.00 | $170.52 | $0.00 | $0.00 | $0.00 | $170.52 |
| Reabe, Troy | Invoice | 7/1/2017 | 2037 | 7/31/2017 | 10 | $0.00 | $193.56 | $0.00 | $0.00 | $0.00 | $193.56 |
| Republic Parking System | Payment | 6/15/2017 | 1670 | 6/15/2017 | 26 | $0.00 | ($0.07) | $0.00 | $0.00 | $0.00 | ($0.07) |
| Royal Dave | Invoice | 7/11/2017 | 2046 | 8/10/2017 | 0 | $180.00 | $0.00 | $0.00 | $0.00 | $0.00 | $180.00 |
| RS&H | Invoice | 7/1/2017 | 2015 | 7/31/2017 | 10 | $0.00 | $1,975.53 | $0.00 | $0.00 | $0.00 | $1,975.53 |
| **Runway Express** | | | | | | | | | | | |
| | Payment | 4/21/2017 | 1465 | 4/21/2017 | 81 | $0.00 | $0.00 | $0.00 | ($0.81) | $0.00 | ($0.81) |
| | Payment | 5/5/2017 | 1525 | 5/5/2017 | 67 | $0.00 | $0.00 | $0.00 | ($0.81) | $0.00 | ($0.81) |
| | Payment | 6/29/2017 | 1705 | 6/29/2017 | 12 | $0.00 | ($0.81) | $0.00 | $0.00 | $0.00 | ($0.81) |
| | Invoice | 7/1/2017 | 2002 | 7/31/2017 | 10 | $0.00 | $219.19 | $0.00 | $0.00 | $0.00 | $219.19 |
| **Total - Runway Express** | | | | | | **$0.00** | **$218.38** | **$0.00** | **($1.62)** | **$0.00** | **$216.76** |
| **Salter 11X** | | | | | | | | | | | |
| | Invoice | 7/11/2017 | 2055 | 8/10/2017 | 0 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $300.00 |
| | Invoice | 7/11/2017 | 2056 | 8/10/2017 | 0 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $300.00 |
| **Total - Salter 11X** | | | | | | **$600.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$600.00** |
| Security Jewelers | Invoice | 7/1/2017 | 2016 | 7/31/2017 | 10 | $0.00 | $250.00 | $0.00 | $0.00 | $0.00 | $250.00 |
| SEH | Invoice | 6/29/2017 | 1978 | 7/29/2017 | 12 | $0.00 | $230.00 | $0.00 | $0.00 | $0.00 | $230.00 |
| Siegel, Jerry | Invoice | 7/1/2017 | 2022 | 7/31/2017 | 10 | $0.00 | $229.92 | $0.00 | $0.00 | $0.00 | $229.92 |
| Simplex Grinnell | Invoice | 2/10/2017 | 1453 | 3/12/2017 | 151 | $0.00 | $0.00 | $0.00 | $0.00 | $115.00 | $115.00 |
| **Skywest Airlines** | | | | | | | | | | | |
| | Invoice | 6/20/2017 | 1953 | 7/20/2017 | 21 | $0.00 | $18,707.94 | $0.00 | $0.00 | $0.00 | $18,707.94 |

| CUSTOMER | TRANSACTION TYPE | TRANSACTION DATE | TRANSACTION NUMBER | DUE DATE | AGE | CURRENT | 6/11/2017 - 7/10/2017 (30) | 5/12/2017 - 6/10/2017 (60) | 4/12/2017 - 5/11/2017 (90) | BEFORE 4/12/2017 (>90) | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | Open Balance | Open Balance | Open Balance | Open Balance | Open Balance | *Open Balance* |
| | Invoice | 6/20/2017 | 1955 | 7/20/2017 | 21 | $0.00 | $4,403.69 | $0.00 | $0.00 | $0.00 | $4,403.69 |
| | Payment | 7/6/2017 | 1712 | 7/6/2017 | 5 | $0.00 | ($9,348.84) | $0.00 | $0.00 | $0.00 | ($9,348.84) |
| **Total - Skywest Airlines** | | | | | | **$0.00** | **$13,762.79** | **$0.00** | **$0.00** | **$0.00** | **$13,762.79** |
| Sowl, Marcus | Invoice | 6/29/2017 | 1971 | 7/29/2017 | 12 | $0.00 | $65.00 | $0.00 | $0.00 | $0.00 | $65.00 |
| Stevens, Mike | Invoice | 7/1/2017 | 2030 | 7/31/2017 | 10 | $0.00 | $170.52 | $0.00 | $0.00 | $0.00 | $170.52 |
| **Sydow Dan** | | | | | | | | | | | |
| | Invoice | 6/1/2017 | 1885 | 7/1/2017 | 40 | $0.00 | $0.00 | $229.92 | $0.00 | $0.00 | $229.92 |
| | Invoice | 7/1/2017 | 2020 | 7/31/2017 | 10 | $0.00 | $229.92 | $0.00 | $0.00 | $0.00 | $229.92 |
| **Total - Sydow Dan** | | | | | | **$0.00** | **$229.92** | **$229.92** | **$0.00** | **$0.00** | **$459.84** |
| **Tahtinen, Frank** | | | | | | | | | | | |
| | Invoice | 6/1/2017 | 1897 | 7/1/2017 | 40 | $0.00 | $0.00 | $170.52 | $0.00 | $0.00 | $170.52 |
| | Invoice | 7/1/2017 | 2032 | 7/31/2017 | 10 | $0.00 | $170.52 | $0.00 | $0.00 | $0.00 | $170.52 |
| **Total - Tahtinen, Frank** | | | | | | **$0.00** | **$170.52** | **$170.52** | **$0.00** | **$0.00** | **$341.04** |
| The Jamar Company | Invoice | 6/29/2017 | 1974 | 7/29/2017 | 12 | $0.00 | $315.00 | $0.00 | $0.00 | $0.00 | $315.00 |
| Torgerson Management, Inc. | Invoice | 7/11/2017 | 2052 | 8/10/2017 | 0 | $60.00 | $0.00 | $0.00 | $0.00 | $0.00 | $60.00 |
| **Transportation Security Administration** | | | | | | | | | | | |
| | Invoice | 6/13/2017 | 1932 | 7/13/2017 | 28 | $0.00 | $7,280.77 | $0.00 | $0.00 | $0.00 | $7,280.77 |
| | Invoice | 6/14/2017 | 1933 | 7/14/2017 | 27 | $0.00 | $6,687.17 | $0.00 | $0.00 | $0.00 | $6,687.17 |
| | Invoice | 6/14/2017 | 1934 | 7/14/2017 | 27 | $0.00 | $7,602.06 | $0.00 | $0.00 | $0.00 | $7,602.06 |
| | Invoice | 6/14/2017 | 1935 | 7/14/2017 | 27 | $0.00 | $7,471.36 | $0.00 | $0.00 | $0.00 | $7,471.36 |
| | Invoice | 6/19/2017 | 1944 | 7/19/2017 | 22 | $0.00 | $7,837.99 | $0.00 | $0.00 | $0.00 | $7,837.99 |
| | Invoice | 6/29/2017 | 1981 | 7/29/2017 | 12 | $0.00 | $200.00 | $0.00 | $0.00 | $0.00 | $200.00 |
| **Total - Transportation Security Administration** | | | | | | **$0.00** | **$37,079.35** | **$0.00** | **$0.00** | **$0.00** | **$37,079.35** |
| Wicklein, John | Invoice | 3/1/2017 | 1544 | 3/31/2017 | 132 | $0.00 | $0.00 | $0.00 | $0.00 | $153.00 | $153.00 |
| Williams, Ron | Invoice | 7/1/2017 | 2026 | 7/31/2017 | 10 | $0.00 | $170.52 | $0.00 | $0.00 | $0.00 | $170.52 |
| **Total** | | | | | | **$9,303.85** | **$172,295.96** | **$21,630.55** | **$14,393.64** | **$82,477.83** | **$300,101.83** |

VII I

# DULUTH AIRLINE STATISTICS
# ALL SCHEDULED AIRLINES

| MONTH | ENPLANEMENTS 2015 | 2016 | 2017 | DEPLANEMENTS 2015 | 2016 | 2017 | TOTAL PASSENGERS 2015 | 2016 | 2017 | 2016/2017 PASS. INCREASE/DECREASE ORIG | % DIFF | TOTAL | % DIFF |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| JAN | 10,480 | 8,897 | 9,026 | 9,841 | 8,192 | 8,029 | 20,321 | 17,089 | 17,055 | 129 | 1.45 | (34) | (0.20) |
| FEB | 10,478 | 9,179 | 8,974 | 9,900 | 8,725 | 8,556 | 20,378 | 17,904 | 17,530 | (205) | (2.23) | (374) | (2.09) |
| MAR | 12,717 | 11,015 | 11,053 | 12,765 | 11,043 | 10,613 | 25,482 | 22,058 | 21,666 | 38 | 0.34 | (392) | (1.78) |
| APR | 11,154 | 10,308 | 9,449 | 11,540 | 10,166 | 9,859 | 22,694 | 20,474 | 19,308 | (859) | (8.33) | (1,166) | (5.70) |
| MAY | 9,975 | 9,587 | 9,770 | 10,663 | 10,220 | 10,334 | 20,638 | 19,807 | 20,104 | 183 | 1.91 | 297 | 1.50 |
| JUN | 11,462 | 10,675 | 11,328 | 11,959 | 11,018 | 11,908 | 23,421 | 21,693 | 23,236 | 653 | 6.12 | 1,543 | 7.11 |
| JUL | 13,395 | 12,361 | - | 13,769 | 12,440 | - | 27,164 | 24,801 | - | | | | |
| AUG | 13,870 | 13,174 | - | 13,164 | 12,605 | - | 27,034 | 25,779 | - | | | | |
| SEP | 10,649 | 11,489 | - | 10,285 | 10,908 | - | 20,934 | 22,397 | - | | | | |
| OCT | 12,062 | 12,299 | - | 11,333 | 11,696 | - | 23,395 | 23,995 | - | | | | |
| NOV | 8,883 | 9,419 | - | 8,838 | 9,304 | - | 17,721 | 18,723 | - | | | | |
| DEC | 8,664 | 8,298 | - | 8,654 | 8,441 | - | 17,318 | 16,739 | - | | | | |
| TOTAL | 133,789 | 126,701 | 59,600 | 132,711 | 124,758 | 59,299 | 266,500 | 251,459 | 118,899 | (61) | (0.12) | (126) | (0.19) |

**TOTALS WITH CHARTER INCLUDED**

| Month | Enplanements 2015 | 2016 | 2017 | Deplanements 2015 | 2016 | 2017 | Total |
|---|---|---|---|---|---|---|---|
| JAN | 10,746 | 9,188 | 9,163 | 10,106 | 8,483 | 8,166 | 17,329 |
| FEB | 10,538 | 9,287 | 9,235 | 9,900 | 8,833 | 8,817 | 18,052 |
| MAR | 12,961 | 11,060 | 11,053 | 13,069 | 11,088 | 10,690 | 21,743 |
| APR | 11,270 | 10,620 | 9,907 | 11,540 | 10,478 | 10,317 | 20,224 |
| MAY | 10,136 | 9,740 | 9,922 | 10,940 | 10,373 | 10,486 | 20,408 |
| JUN | 11,782 | 10,781 | 11,467 | 12,279 | 11,018 | 12,047 | 23,514 |
| JUL | 13,587 | 12,361 | - | 13,961 | 12,657 | - | - |
| AUG | 13,999 | 13,524 | - | 13,293 | 12,947 | - | - |
| SEP | 10,815 | 11,641 | - | 10,451 | 11,060 | - | - |
| OCT | 12,215 | 12,447 | - | 11,486 | 11,844 | - | - |
| NOV | 9,193 | 9,621 | - | 9,148 | 9,506 | - | - |
| DEC | 8,664 | 8,298 | - | 8,654 | 8,441 | - | - |
| Total | 135,906 | 128,568 | 60,747 | 134,827 | 126,728 | 60,523 | 121,270 |

# DULUTH AIRLINE STATISTICS
# DELTA AIRLINES

| MONTH | ENPLANEMENTS 2015 | ENPLANEMENTS 2016 | ENPLANEMENTS 2017 | DEPLANEMENTS 2015 | DEPLANEMENTS 2016 | DEPLANEMENTS 2017 | TOTAL PASSENGERS 2015 | TOTAL PASSENGERS 2016 | TOTAL PASSENGERS 2017 | 2016/2017 PASS. INCREASE/DECREASE ORIG | %DIFF | TOTAL | %DIFF |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| JAN | 5,817 | 5,556 | 5,326 | 5,460 | 5,221 | 4,826 | 11,277 | 10,777 | 10,152 | (230) | (4.14) | (625) | (5.80) |
| FEB | 6,132 | 6,023 | 5,325 | 5,835 | 5,795 | 5,155 | 11,967 | 11,818 | 10,480 | (698) | (11.59) | (1,338) | (11.32) |
| MAR | 7,608 | 7,534 | 7,149 | 7,714 | 7,458 | 6,928 | 15,322 | 14,992 | 14,077 | (385) | (5.11) | (915) | (6.10) |
| APR | 6,636 | 6,940 | 6,072 | 6,665 | 6,689 | 6,308 | 13,301 | 13,629 | 12,380 | (868) | (12.51) | (1,249) | (9.16) |
| MAY | 6,005 | 6,082 | 6,168 | 6,455 | 6,498 | 6,668 | 12,460 | 12,580 | 12,836 | 86 | 1.41 | 256 | 2.03 |
| JUN | 7,381 | 6,660 | 6,825 | 7,788 | 6,765 | 7,115 | 15,169 | 13,425 | 13,940 | 165 | 2.48 | 515 | 3.84 |
| JUL | 8,663 | 7,580 | | 8,825 | 7,427 | | 17,488 | 15,007 | - | | | | |
| AUG | 8,569 | 8,098 | | 8,133 | 7,500 | | 16,702 | 15,598 | - | | | | |
| SEP | 5,636 | 6,717 | | 5,402 | 6,253 | | 11,038 | 12,970 | - | | | | |
| OCT | 7,552 | 7,909 | | 7,111 | 7,418 | | 14,663 | 15,327 | - | | | | |
| NOV | 5,708 | 6,111 | | 5,614 | 6,054 | | 11,322 | 12,165 | - | | | | |
| DEC | 5,432 | 5,182 | | 5,340 | 5,287 | | 10,772 | 10,469 | - | | | | |
| TOTAL | 81,139 | 80,392 | 36,865 | 80,342 | 78,365 | 37,000 | 161,481 | 158,757 | 73,865 | (1,930) | (4.91) | (3,356) | (4.42) |

| 2017 ENPLANEMENTS Month | Non Rev | Revenue | 2017 DEPLANEMENTS Non Rev | Revenue | Total |
|---|---|---|---|---|---|
| JAN | 267 | 5,059 | 266 | 4,560 | 10,152 |
| FEB | 266 | 5,059 | 261 | 4,894 | 10,480 |
| MAR | 295 | 6,854 | 312 | 6,616 | 14,077 |
| APR | 352 | 5,720 | 318 | 5,990 | 12,380 |
| MAY | 290 | 5,878 | 298 | 6,370 | 12,836 |
| JUN | 301 | 6,524 | 258 | 6,857 | 13,940 |
| JUL | | | | | |
| AUG | | | | | |
| SEP | | | | | |
| OCT | | | | | |
| NOV | | | | | |
| DEC | | | | | |
| Total | 1,771 | 35,094 | 1,713 | 35,287 | 73,865 |

# DULUTH AIRLINE STATISTICS
## UNITED AIRLINES

| MONTH | ENPLANEMENTS 2015 | ENPLANEMENTS 2016 | ENPLANEMENTS 2017 | DEPLANEMENTS 2015 | DEPLANEMENTS 2016 | DEPLANEMENTS 2017 | TOTAL PASSENGERS 2015 | TOTAL PASSENGERS 2016 | TOTAL PASSENGERS 2017 | 2016/2017 PASS. INCREASE/DECREASE ORIG | %DIFF | TOTAL | %DIFF |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| JAN | 3,306 | 3,341 | 3,700 | 3,119 | 2,971 | 3,203 | 6,425 | 6,312 | 6,903 | 359 | 10.75 | 591 | 9.36 |
| FEB | 3,121 | 3,156 | 3,649 | 2,874 | 2,930 | 3,401 | 5,995 | 6,086 | 7,050 | 493 | 15.62 | 964 | 15.84 |
| MAR | 3,697 | 3,481 | 3,904 | 3,665 | 3,585 | 3,685 | 7,362 | 7,066 | 7,589 | 423 | 12.15 | 523 | 7.40 |
| APR | 3,236 | 3,368 | 3,377 | 3,479 | 3,477 | 3,551 | 6,715 | 6,845 | 6,928 | 9 | 0.27 | 83 | 1.21 |
| MAY | 3,410 | 3,505 | 3,602 | 3,504 | 3,722 | 3,666 | 6,914 | 7,227 | 7,268 | 97 | 2.77 | 41 | 0.57 |
| JUN | 4,081 | 4,015 | 4,503 | 4,171 | 4,253 | 4,793 | 8,252 | 8,268 | 9,296 | 488 | 12.15 | 1,028 | 12.43 |
| JUL | 4,732 | 4,781 | | 4,944 | 5,013 | | 9,676 | 9,794 | | | | | |
| AUG | 5,301 | 5,076 | | 5,031 | 5,105 | | 10,332 | 10,181 | | | | | |
| SEP | 5,013 | 4,772 | | 4,883 | 4,655 | | 9,896 | 9,427 | | | | | |
| OCT | 4,510 | 4,390 | | 4,222 | 4,278 | | 8,732 | 8,668 | | | | | |
| NOV | 3,175 | 3,308 | | 3,224 | 3,250 | | 6,399 | 6,558 | | | | | |
| DEC | 3,232 | 3,116 | | 3,314 | 3,154 | | 6,546 | 6,270 | | | | | |
| TOTAL | 46,814 | 46,309 | 22,735 | 46,430 | 46,393 | 22,299 | 93,244 | 92,702 | 45,034 | 1,869 | 8.95 | 3,230 | 7.80 |

| Month | 2017 Enplaned Non Rev | 2017 Enplaned Revenue | 2017 Deplaned Non Rev | 2017 Deplaned Revenue | Total |
|---|---|---|---|---|---|
| JAN | 92 | 3,608 | 96 | 3,107 | 6,903 |
| FEB | 69 | 3,580 | 66 | 3,335 | 7,050 |
| MAR | 79 | 3,825 | 70 | 3,615 | 7,589 |
| APR | 108 | 3,269 | 104 | 3,447 | 6,928 |
| MAY | 102 | 3,500 | 104 | 3,562 | 7,268 |
| JUN | 107 | 4,396 | 112 | 4,681 | 9,296 |
| JUL | | | | | |
| AUG | | | | | |
| SEP | | | | | |
| OCT | | | | | |
| NOV | | | | | |
| DEC | | | | | |
| Total | 557 | 22,178 | 552 | 21,747 | 45,034 |

# DULUTH AIRLINE STATISTICS
## CHARTERS

| MONTH | ENPLANEMENTS 2015 | 2016 | 2017 | DEPLANEMENTS 2015 | 2016 | 2017 | TOTAL PASSENGERS 2015 | 2016 | 2017 | 2016/2017 PASS. INCREASE/DECREASE ORIG | % DIFF | TOTAL | % DIFF |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| JAN | 266 | 291 | 137 | 265 | 291 | 137 | 531 | 582 | 274 | (154) | (52.92) | (308) | (52.92) |
| FEB | 60 | 108 | 261 | - | 108 | 261 | 60 | 216 | 522 | 153 | 141.67 | 306 | 141.67 |
| MAR | 244 | 45 | - | 304 | 45 | 77 | 548 | 90 | 77 | (45) | (100.00) | (13) | (14.44) |
| APR | 116 | 312 | 458 | - | 312 | 458 | 116 | 624 | 916 | 146 | 46.79 | 292 | 46.79 |
| MAY | 161 | 153 | 152 | 277 | 153 | 152 | 438 | 306 | 304 | (1) | (0.65) | (2) | (0.65) |
| JUN | 320 | 106 | 139 | 320 | - | 139 | 640 | 106 | 278 | 33 | 31.13 | 172 | 162.26 |
| JUL | 192 | | | 192 | 217 | | 384 | 217 | - | | | | |
| AUG | 129 | 350 | | 129 | 342 | | 258 | 692 | - | | | | |
| SEP | 166 | 152 | | 166 | 152 | | 332 | 304 | - | | | | |
| OCT | 153 | 148 | | 153 | 148 | | 306 | 296 | - | | | | |
| NOV | 310 | 202 | | 310 | 202 | | 620 | 404 | - | | | | |
| DEC | - | | | - | | | - | - | - | - | | - | |
| TOTAL | 2,117 | 1,867 | 1,147 | 2,116 | 1,970 | 1,224 | 4,233 | 3,837 | 2,371 | 132 | 11.00 | 447 | 47.12 |

| Month | XTRA | SUN CO. | AIRTRAN | VISION | Swift Air | Allegiant | Total |
|---|---|---|---|---|---|---|---|
| JAN | | 274 | | | | | 274 |
| FEB | | 230 | | | 292 | | 522 |
| MAR | | | | | | 77 | 77 |
| APR | | 630 | | | 286 | | 916 |
| MAY | | 304 | | | | | 304 |
| JUN | | | | | 278 | | 278 |
| JUL | | | | | | | |
| AUG | | | | | | | |
| SEP | | | | | | | |
| OCT | | | | | | | |
| NOV | | | | | | | |
| DEC | | | | | | | |
| Total | - | 1,438 | | - | | 77 | 2,371 |