

NEW BUSINESS



DULUTH INTERNATIONAL AIRPORT

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November 5, 2018

MEMORANDUM FOR RECORD

RE: Summary of Consultant Selection Process

The Duluth Airport Authority (DAA) intends to update its master plan for the Duluth International Airport commencing in January 2019. In preparation for this project, DAA staff conducted a consultant selection process seeking a qualified consultant to lead the project to its completion. The selected firm was Short Elliott and Hendrickson (SEH).

The following service categories were included in the request for qualifications (RFQ):

- Airport Planning Services
- Environmental Consulting Services
- Financial Consulting Services
- Political Engagement, Community Involvement and Public Relations

The DAA shall make a grant application to the Federal Aviation Administration (FAA) and the State of Minnesota Department of Transportation, Office of Aeronautics (MNDOT). Execution of the project is contingent upon grant funding being made available to the DAA. The project elements, time frames and estimates are subject to change at any time due to constraints outside the DAA's control. The detailed scope of each project element will be determined as each project is approved and funded:

- Activity Forecast
- Exhibit A Update
- Aeronautical Property Development/Redevelopment Planning
- Non-aeronautical Property Development/Redevelopment Planning
- Wetland Delineations
- Section 106 Assessments in Redevelopment Zones
- Air Traffic Control Tower Siting Study
- Movement Area and Ramp Congestion Analysis/Planning in the Vicinity of the Terminal Ramp
- General Aviation Ramp Capacity Analysis/Planning
- Recognition of Stakeholder Development Plans (148th, Cirrus, AAR, etc)
- Noise Exposure Map and Noise Compatibility Program Update
- Capital Financial Planning Services as Directed by DAA

In order to be considered responsive to the RFQ, interested firms were asked to demonstrate experience in providing the type of consulting services for which the statement of qualifications (SOQ) is applicable and the firm must be familiar with the DAA, its environs, and plans for the future.



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Upon final decision of the selected firm, contract negotiations for a professional services agreement were initiated. The length of this professional services agreement will be for the duration of the project but generally not longer than 4 years from the date of contract execution.

Statements submitted by the established deadline were evaluated based upon the following criteria:

Evaluation Criteria	Weight
Capability to perform all aspects of the project and recent experience in airport projects comparable to the proposed scope.	15%
Key personnel's professional qualifications, experience and availability for the proposed project; reputation and professional integrity and competence; knowledge of FAA regulations, policies, and procedures.	30%
Quality of projects previously undertaken and capability to complete projects without having major cost escalations or overruns. Capability to meet schedules or deadlines.	20%
Qualifications and experience of sub-consultants who would be regularly engaged by the consultant under consideration.	10%
Degree of interest shown in undertaking the project and the project team's familiarity with and proximity to the geographic location of the project. Demonstrated understanding of the project's potential challenges and the sponsor's special concerns.	10%
Firm's ability to provide robust community support and community involvement; to assist with outreach and advocacy used in support of this important planning exercise. The Firm's experience in engaging aviation stakeholders, community and civic groups, local government entities, government agency stakeholders, the media, adjacent neighborhoods, and the public at large.	15%

The following is a timeline of key dates in the RFQ process:

- September 4; the RFQ is posted publicly with City Purchasing, on the DAA's website.
- September 25; prospective firms were invited to tour the Duluth International Airport.
- October 12; all requests for information were answered and disseminated to all firms who has shown interest in the process.
- October 22; SOQs from all proposing firms were due to the DAA.
- November 20; DAA staff submits a contract for DAA Board approval.

Six firms showed interest at different points of the process. Two firms submitted SOQs for evaluation.

The evaluation group include: Ken Butler, Anna Tanski, Tom Werner, Blaine Peterson, Jana Kayser.

For questions regarding this procurement action please contact the undersigned.

Tom Werner, C.M.
Executive Director
Duluth Airport Authority



DULUTH INTERNATIONAL AIRPORT

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November 13, 2018

MEMORANDUM FOR RECORD

RE: Summary of the Professional Services Contract Terms

The Duluth Airport Authority (DAA) intends to update its master plan for the Duluth International Airport commencing in January 2019. In preparation for this project, DAA staff conducted a consultant selection process seeking a qualified consultant to lead the project to its completion. The selected firm was Short Elliott and Hendrickson (SEH).

AGREEMENT STRUCTURE: Base agreement is before you for approval. Work orders will be negotiated prior to the commencement of work tasks. Work orders include:

- A full definition of each assignment; including a scope of work with project phasing, and tasks, if required
- A fee and expense schedule for each assignment
- A time line for each assignment
- Execution by the Consultant and the Authority's Executive Director

Work orders shall be dependent on the availability of grant funding.

TERM: 4 years or sooner if master plan is complete

FEE FOR SERVICES: Payment by assigned work order, in a fixed lump-sum payment method

TERMINATION: Either party upon sixty (60) days written notice. Should one party substantially fail to perform in accordance with its term through no fault of the other, the party not in breach may terminate this Agreement by giving 24 hours written notice to the other. At the complete discretion of the Authority, this Agreement may be suspended for any length of time, or any project may be suspended with ten (10) days written notice to the Consultant for any reason whatsoever.

For questions regarding this summary, please contact the undersigned.

Tom Werner, C.M.

Executive Director

Duluth Airport Authority

**PROFESSIONAL SERVICES AGREEMENT
SHORT ELLIOTT HENDRICKSON INC.**

PARTIES TO THIS AGREEMENT are the Duluth Airport Authority, Duluth International Airport, 4701 Grinden Drive Duluth, Minnesota, 55811, hereinafter referred to as the "Authority", and Short Elliott Hendrickson Inc., a Minnesota corporation with offices located at 3535 Vadnais Center Drive, St. Paul MN, 55110-5196, hereinafter referred to as the "Consultant".

The Parties Acknowledge the Following:

The City of Duluth, Minnesota owns and the Authority is charged with operating the Duluth International Airport located in Duluth, Minnesota, and;

The Authority has undergone a competitive consultant selection process in accordance with current regulations and requirements of the Federal Aviation Administration, (Advisory Circular 150/5100-14E), to update the Duluth International Airport's master plan and all of its sub elements thereof, and;

The Consultant was chosen to provide services to the Authority, and;

The Consultant has expertise and experience in carrying out tasks and obligations of the various airport planning, environmental, financial, political engagement, community involvement, public relations, and consulting projects included herein.

The Authority desires to retain the services of the Consultant and the Consultant desires to provide services to the Authority as specifically defined herein and in attachments hereto, contingent upon the Authority securing grant funding from the Federal Aviation Administration (FAA) and the Minnesota Department of Transportations, Aeronautics (MNDOT).

NOW, THEREFORE, for and in consideration of the promises and mutual covenants herein set forth, and in compliance with Appendices and Attachments attached to and made a part of the Agreement, the parties agree as follows:

1. PURPOSE. This Agreement is entered into between the parties for the purpose of the Consultant providing professional engineering and planning services of a widely varying nature to the Authority. It is hereby understood by the parties that each assignment or work order shall be fully defined in a separate, written and dated attachment to this Agreement and shall be incorporated herein and form a part of this Agreement. Each assignment or work order shall include the following:
 - A. A full definition of each assignment; including a scope or work with project phasing, and tasks, if required.
 - B. A fee and expense schedule for each assignment.
 - C. A time line for each assignment.
 - D. Execution by the Consultant and the Authority's Executive Director.

In the event of a conflict between this Agreement and any assignment or work order issued hereunder, the terms of the assignment or work order shall govern the provision of the particular services or project involved in that assignment or work order.

Nothing herein shall be construed as requiring the Authority to assign a particular project or work to the Consultant. The Authority shall assign projects or work at its sole discretion, whether to Consultant or to other parties.

2. SCOPE OF WORK. The Consultant may be assigned by written attachment, a variety of tasks or projects through this Agreement. Examples of types of projects that may be assigned are set forth on the attached Appendix E. This list is not inclusive, and the types of projects that may be assigned shall be at the discretion of Authority within the following categories:
 - A. Airport Planning Services
 - B. Environmental Consulting Services
 - C. Financial Consulting Services
 - D. Political Engagement, Community Involvement and Public Relations

Payment shall be made only for work performed at accepted industry standards and to the reasonable satisfaction of Authority.

Authority will cooperate with Consultant, give access to project locations, respond to Consultant's inquiries and pay the agreed price for work completed to Authority's satisfaction, and in compliance with this Agreement, the applicable attachment or work order, and all applicable specifications.

3. TERM. The term of this Agreement shall be for the period commencing on November 20, 2018 and ending on November 19, 2022, a period of five (4) years with an option of two additional one year extensions.
4. TERMINATION. This Agreement may be terminated by either party upon sixty (60) days written notice. Should one party substantially fail to perform in accordance with its term through no fault of the other, the party not in breach may terminate this Agreement by giving 24 hours written notice to the other. In that event, the Consultant shall be compensated for satisfactory services performed to the termination date by reimbursement of the Consultant's expenses and payment of professional fees, subject to any claims or right of set off of Authority. In no case, however, shall such payment or reimbursement exceed the agreed upon maximum cost or fee as approved by the Authority.

At the complete discretion of the Authority, this Agreement may be suspended for any length of time, or any project may be suspended with ten (10) days written notice to the Consultant for any reason whatsoever. In that event, payment will be made as set out in the above paragraph.

If a project that has already commenced is suspended for a period exceeding ninety (90) days, the Authority hereby agrees to adjust the professional fees and expense budget of such project if it is determined that such delay causes an increase in the cost of such project. In the event

of suspension, the Consultant shall be compensated for satisfactory services performed to the suspension date by reimbursement of the Consultant's expenses and payment of professional charges for work actually performed to that date. In no case, however, shall such payment or reimbursement exceed the agreed upon fee as or maximum cost as approved by the Authority. Any work done that is not included in the scope of work description shall not be paid for by Authority unless it was authorized by a prior written assignment or work order, dated and duly executed by the parties which identifies the work to be performed and the price to be paid.

5. PAYMENT FOR PROFESSIONAL SERVICES RENDERED. The Consultant shall invoice the Authority monthly for services rendered and expenses incurred in the performance of duties authorized by the Authority hereunder. Each invoice shall include hours worked by personnel category for all professional fees and shall include project numbers, work order numbers, and such other information that is required for FAA grant preparation and administration or Authority, or City of Duluth operating procedures.

In accordance with FAA AC 150/5100-14E, the Authority may select to make payments to the Consultant, by assigned work order, in a cost plus fixed payment or a fixed lump-sum payment method, the latter being preferred. Normally, services provided under this Agreement shall be invoiced on a fixed lump sum method.

If a cost plus fixed payment method is used, the following shall apply:

- A. Direct Salary Costs. Direct salary cost is defined as the cost of salaries for time directly chargeable to the project.
- B. Overhead Costs. Overhead on direct salary costs includes all employee benefits both statutory and those provided to employees under firm policy. For the first year of this Agreement, overhead cost is hereby established at direct salary costs plus sixty-six point zero three (66.03%) percent. Overhead costs shall include those costs associated both with labor overhead and general and administrative overhead.
- C. Direct Non-salary Costs. These costs shall be those directly associated with the project and shall include, but not be limited to, costs of printing, travel, subsistence, phone, overnight delivery, identifiable supplies, Photostatting, blueprinting, copies, mileage for use of personal automobile, rental cars, special insurance other than is required herein, subconsultants, and other costs which are identifiable and directly related to the project. An administrative fee in an amount up to ten (10%) percent shall be added to subconsultant charges on a project by project basis.
- D. Fixed Payment. Fixed payment is defined as a percentage rate applied to the above to determine payment for profit, willingness to serve, and assumption of responsibility. In accordance with FAA AC 150-5100-14E, Fixed Payment is hereby established at fifteen (15%) percent for the term of this Agreement.
- E. Nonallowable Costs. The following shall not be included in the consultant's overhead costs: costs of amusement and social activities, contributions and donations, bad debts, dividend provisions or payments for profit, interest on borrowed capital, bonus payment for early completion of work, or any cost not allowed by government regulations or by law.

Consultant shall invoice Authority for work performed on a form acceptable to Authority, no more frequently than once each month. Authority shall pay Consultant in accordance with the

invoice, for work satisfactorily performed, within 45 days of receipt of it, unless there is some mistake, impropriety, inaccuracy or illegality in the invoice, which must be adjusted. In that event, consultant will be promptly notified of the problem. Reimbursements for direct expenses incurred by consultant in the performance of the work shall be included in the lump sum amount. The maximum total cost to Authority for each assigned project shall be stated in the attachment that assigns the project.

The Authority shall have access to Consultant's records for the purpose of accounting and audit. Consultant shall keep adequate records for these purposes.

The Authority specifically reserves the right to approve, in advance, any overtime in excess of forty (40) hours per week worked by Consultant's employees that would entail payment of an overtime premium to employees. Under no circumstances shall the Consultant include any overtime premium in the Authority's monthly invoice unless specifically authorized in writing.

If parties have separately agreed to a final price for an assigned project, this billing format shall not operate to modify the completed project price, which is a price which cannot be exceeded without prior written amendment to the assignment or work order.

6. FUNDING. The Consultant hereby understands that projects that may be assigned under this Agreement shall have different funding sources including Federal, State, and local. The Consultant hereby agrees to fully comply with all applicable grant assurances whether Federal or state. Noncompliance with the Authority's grant assurances by the Consultant shall be cause for immediate termination of this Agreement. This Section shall not operate as a waiver of any other available remedies.
7. SUBCONTRACTORS AND SUBCONSULTANTS. During the term of this Agreement, the Consultant may be required to retain the services of various subconsultants and/or subcontractors to perform specialized services in accordance with the Consultant's Statement of Qualifications (SOQ) as submitted to the Authority on October 22, 2018. The Consultant must furnish appropriate lien waivers to Authority whenever subconsultants and/or subcontractors are used. The Authority reserves the right to require that the Executive Director approve, in writing, all subconsultants and/or subcontractors retained to provide services under this Agreement by the Consultant. The Authority reserves the right through its Executive Director to instruct the Consultant to discontinue the services provided by any subconsultant and/or subcontractor for any reason whatsoever. Upon written notification from the Executive Director, the Consultant shall immediately discontinue such subconsultant and/or subcontractor services.

Subconsultant and/or subcontractor services for engineering, architectural, soils testing, environmental, and design services are specifically subject to provisions of the Section entitled INSURANCE herein.

8. OTHER SERVICES. The Authority specifically reserves the right to award contracts to other consultants for work on Projects for which the Consultant is providing services under this

Agreement. Consultant shall fully cooperate with such other consultants and contractors in such manner as the Authority may direct.

9. **CONFLICT OF INTEREST.** Consultant covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which would conflict in any manner or degree with its performance under this Agreement. No person or company having such interest shall be employed by it or any of its subcontractors or subconsultants.
10. **CONFIDENTIALITY.** Any reports, documents, questionnaires, records, information or data given to or prepared or assembled by the Consultant under this Agreement which the Authority requests to be kept confidential shall not be made available by the Consultant to any individual or organization without prior written approval of the Authority. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

Consultant shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as may be amended from time to time (the "Act"), as it applies to all data provided by the Authority or the City under this Agreement and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Consultant under this Agreement. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this clause by Consultant. If Consultant receives a request to release the data referred to in this clause, Consultant must immediately notify the Authority and consult with the Authority as to how Consultant should respond to the request. Consultant shall hold the Authority and the City, their officers, agents, servants and employees harmless from any claims arising out of, resulting from or in any manner attributable to any violation of any provision of the Act, including legal fees and disbursements.

11. **OWNERSHIP OF RECORDS.** All reports, records, drawings, specifications, questionnaires, electronically stored data, photographs, or plans, acquired, produced, used or created for use in projects relating to this Agreement and any rights of copyright for the same, shall be and shall remain the property of the Authority. The Consultant assumes no liability for any use of the drawings and specifications if used for any purpose other than that originally intended. No reports, records, questionnaires, or software programs or other documents produced specifically for projects under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.
12. **INSURANCE.** During the term of this Agreement, Consultant shall carry and maintain the following insurance:
 - A. Worker's Compensation Insurance as required by State law with an all States endorsement or specifically for the State of Minnesota.
 - B. Employers Liability Insurance (bodily injuries) with a limit of \$1,500,000 per occurrence with an insurance company authorized to write insurance in all States where the Consultant will have employees located in the performance of its work covering its common law liability to such employees.
 - C. Commercial General Liability Insurance and Automobile Liability Insurance covering all owned and non-owned automobiles or vehicles used by or in behalf of Consultant with a

\$1,500,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate limit of \$1,500,000.

- D. Consultant shall carry Professional Liability Insurance providing coverage for acts, errors, or omissions committed or alleged to have been committed by Consultant with a limit of \$1,500,000 per claim and an aggregate of \$1,500,000.

The Authority and the City of Duluth, Minnesota, hereinafter referred to as the "City," shall be named as Additional Insureds under the Commercial General Liability and Automobile Liability, or as an alternate, Consultant may provide Owners-Contractors Protective policy, naming itself and the Authority and City. Consultant shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance. Consultant to provide Certificate of Insurance evidencing such coverage with 30-days notice of cancellation, non-renewal or material change provisions included. The Authority does not represent or guarantee that these types or limits of coverage are adequate to protect the Consultant's interests and liabilities.

The form of the certificate shall contain an unconditional requirement that the insurer notify the Authority without fail not less than 30 days prior to any cancellation, non-renewal or modification of the policy or coverages evidenced by said certificate and shall further provide that failure to give such notice to Authority will render any such change or changes in said policy or coverages ineffective as against the Authority and the City.

It shall be the Consultant's responsibility to pay any retention or deductible for the coverages required herein.

Consultant may employ subcontractors or subconsultants as set out in this Agreement. In such case, while the Consultant shall be responsible for general supervision, scheduling, and administrative oversight of such subconsultants and subcontractors, each subconsultant or subcontractor shall be required to provide its own Professional Liability Insurance or Architects and Engineers Professional Liability Insurance and shall also be responsible to directly indemnify the Authority and the City in the same manner as the Consultant as set forth in Section 13 for any acts, errors or omissions committed by its employees, directors, officers, agents, subcontractors or subconsultants directly employed by such subcontractor or subconsultant, licensees, or invitee regardless of where the injury, death, or damage may occur. Proof of such Professional Liability Insurance shall be required by the Consultant and furnished to the Authority before any work shall commence by subconsultant or subcontractor.

Under no circumstances shall the above exclude Consultant from responsibility and liability for acts, errors or omissions created or incurred by its own employees, its directors, officers, or agents. Language acceptable to the Authority shall be included in contracts between the Consultant and any subconsultants or subcontractors indicating the above.

13. **HOLD HARMLESS.** The Consultant agrees that it shall defend, indemnify and hold harmless the Authority and the City of Duluth (the "City") and their officers, agents, servants and employees from any and all claims including claims for contribution or indemnity, demands, suits, judgments, costs and expenses asserted by any person or persons including agents or employees of the Authority, the City or the Consultant by reason of death or injury to person

or persons or the loss or damage to property arising out of, or by reason of, any act, omission, operation or work of the Consultant or its employees while engaged in the execution or performance of services under this Agreement except to the extent that such indemnification is specifically prohibited by Minnesota Statutes Chapter 337 or Section 604.21. The Consultant shall not be required to indemnify the Authority or the City for claims of liability arising out of the sole negligent or intentional acts or omission of the Authority or the City but shall be specifically required to and agrees to defend and indemnify the Authority and the City in all cases where claims of liability against the Authority or the City arise out of acts or omissions which are passive or derivative of the negligent or intentional acts or omissions of the Consultant, such as, but including but not limited to, the failure of the Authority or the City to supervise, the failure to warn, the failure to prevent such acts or omission by the Consultant and any other such source of liability. On ten days written notice from the Authority, the Consultant shall appear and defend all lawsuits against the Authority and the City growing out of such injuries or damages. The provisions of this Section and Section 12 shall survive the expiration or earlier termination of this Agreement.

14. REVIEW AND COORDINATION. To ensure adequate review and evaluation of the work and proper coordination among interested parties, the Authority shall assign a staff member as Project Coordinator for provision of services under this Agreement. The Consultant shall assign a Project Coordinator who shall be directly responsible to the Authority's Project Coordinator for communications, coordination, reporting, quality of work, project progress, and other tasks as assigned. At the Authority's Project Coordinator's discretion, a reasonable number of review meetings may be held at any given time with prior notification to the Consultant's Project Coordinator. An agenda shall be established and copies of any material to be discussed or reviewed forwarded to the Authority's Project Coordinator prior to the actual meeting. With approval of the Authority's Project Coordinator, the consultant may include such other firm employees who hold directly responsibility for projects being performed under this Agreement and personnel from subconsultants and subcontractors as required in these meetings. Project Coordinators for the Authority and the Consultant are as set forth below unless otherwise designated to the other party in writing from time to time.

A. Authority Project Coordinator – Tom Werner

B. Consultant Project Coordinator – Kaci Nowicki

15. ESTIMATE OF COST. Since the Consultant has no control over the cost of labor, materials, or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, its opinions of probable cost provided as a service hereunder are to be made on the basis of his/her experience and qualifications and represent it's best judgement as a professional familiar with the construction industry. However, the Consultant cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable costs prepared by Consultant.
16. DISPUTES. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the Authority's Project Coordinator who shall reduce the decision to writing and

mail or otherwise furnish a copy thereof to the Consultant. The decision of the Authority's Project Coordinator shall be final and conclusive unless, within fifteen (15) days from the date of receipt, the Consultant mails or otherwise furnishes to the Authority's Project Coordinator a written notice of appeal. The notice of appeal shall then be forwarded to the Authority. The Authority's decision, subject to legal action by either party, shall be final and conclusive.

17. CONSULTANT'S EMPLOYEES/INDEPENDENT CONTRACTOR. Consultant understands and agrees that the Consultant and Consultant's employees, agents, servants, or other personnel are not Authority or City employees. Consultant retains the power to direct and supervise its employees. Consultant shall be solely responsible for payment of salaries, wages payroll, taxes, unemployment benefits, or any other form of compensation or benefit to Consultant or any of Consultant's employees, agents, servants, or other personnel performing services or work specified herein, whether it be of a direct or indirect nature. Further, in that regard, it is expressly understood and agreed that for such purposes neither Consultant or Consultant's employees, agents, servants or other personnel shall be entitled to any Authority or City payroll, insurance, unemployment, workmen's compensation, retirement or other benefits whatsoever. The parties intend and agree that Consultant is and will operate as an independent contractor, with control of the manner and means of completing the projects.
18. STATE OF MINNESOTA LAW APPLIES. This Agreement is made and delivered in the State of Minnesota and shall be construed and enforced in accordance with the laws thereof. Any action arising from any provision herein included shall be adjudicated in the State of Minnesota in a jurisdiction that is acceptable to the Authority.
19. ENTIRE AGREEMENT/AMENDMENT. The drafting, execution and delivery of this Agreement by the parties has been induced by no representations, statements, warranties or agreements other than those expressed herein. This Agreement and any amendments, work orders or appendices hereto embodies the entire understanding of the parties. The parties hereto agree that these documents shall not be construed or interpreted in favor of either party on the basis of draftsmanship or preparation. Any changes or amendments to this Agreement must be in writing, dated, and duly executed by the parties.
20. NOTICES. All notices, requests, demands or other communications hereunder shall be in writing, unless otherwise noted, and shall be deemed to have been duly given if delivered in person, or after being deposited in the United States Mail, postage prepaid, or otherwise actually delivered to the other party at the address listed above. Either party hereto may change the address at which it receives written notices by so notifying the other party hereto in writing.
21. FAILURE TO EXERCISE. Neither any failure nor any delay on the part of the Authority in exercising any right, power, or privilege hereunder or under any document or instrument delivered or executed pursuant hereto, shall operate as a waiver hereof, nor shall a single or partial exercise or the exercise of any other right, power or privilege.
22. AUDIT. During the term of this Agreement and for a period of one year following termination, the Authority or its designated representative shall have the right to audit all Consultant's records as they pertain to this Agreement for any reason whatsoever. The Authority shall give

the Consultant at least seventy-two (72) hours' notice. All original records requested by the Authority shall be delivered to the Authority at the location identified by the Authority staff at Consultant's sole expense and shall remain at that location until the audit is complete. Consultant shall be responsible for removing the records at its sole expense upon direction from the Authority. In the event that the records are not delivered to the Authority as called for in this Agreement, the failure to comply shall be considered an element of Default in accordance with Section 4 of this Agreement. Consultant will be provided five working days to respond in writing to all findings of the audit following issuance by the Authority. In the event that irregularities are found as a result of the audit, Consultant shall remit any monies due the Authority within ten calendar days of the invoice date. In the event that there are overpayments by Consultant, credits will be issued and applied against open invoices until the credits are exhausted.

23. NO CONTINGENT FEES. The Consultant warrants that no person or legal entity has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona-fide employees or bonafide established commercial or selling agencies maintained by Consultant for the propose of securing business. For breach or violation of this warranty, the Authority shall have the right to annul this Agreement without liability or in its discretion to deduct from payment to Consultant the full amount of each commission, percentages, brokerage or contingent fee.
24. FEDERAL CONTRACT CLAUSES. If this Agreement is to be financed in part by federal funds, certain federally required, contract clauses must be incorporated. These federally required, contract clauses, included as ATTACHMENT C, are hereby incorporated herein and made a part of this Agreement. The ATTACHMENT C incorporated is for a Non-Construction Contract of (check as appropriate):

☐ \$10,000 or less,
☐ \$10,001 to \$25,000,
☐ \$25,001 to \$100,000, or
☒ \$100,001 and over.

The term "contractor" as used in said ATTACHMENT C is understood to mean Consultant.

25. ASSIGNMENT. This Agreement, being intended to secure the personal service of the individuals employed by and through whom Consultant performs work hereunder shall not be assigned, sublet or transferred without the prior written consent of the Authority.
26. LAWS. Consultant agrees to comply with each and every applicable law, code, regulation or order, including civil rights, anti-discrimination, drug free workplace, and environmental protection laws.

DATED: _____

DULUTH AIRPORT AUTHORITY

SHORT ELLIOTT HENDRICKSON INC.

BY _____
President

BY _____
Its _____

BY _____
Secretary

BY _____
Its _____

APPROVED AS TO FORM

BY _____
Assistant City Attorney

APPENDIX (A)

INSURANCE CERTIFICATE

APPENDIX (B)

CONSULTANT CONTRACTURAL REQUIREMENTS TITLE VI ASSURANCES

Contractor Contractual Requirements
Title VI assurances

During the performance of this contract, the consultant, for itself, its assigns and successors in interest, hereinafter referred to as the "consultant" agrees as follows:

1. Compliance with Regulations. The consultant shall comply with Regulations relative to non-discrimination in Federally assisted programs of the Department of Transportation, hereinafter referred to as "DOT", Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, hereinafter referred to as the "Regulations", which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination. The consultant, with regard to the work performed by it during this contract, shall not discriminate on the grounds of race, color, national origin, sex, disabilities, or veteran's status in the selection and retention of subconsultants, subcontractors, including procurement of materials and leases of equipment. The consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontractors, including procurement of materials and equipment. In all solicitations either by competitive bidding or negotiation made by the consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the consultant of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, disabilities, or veterans status.
4. Information and Reports. The consultant shall provide all information and reports required by the Regulations of directives issues pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor of the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of the consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to the Sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of the consultant's non compliance with the non-discrimination provisions of this contract, the Sponsor shall impose such contract sanctions as it, or the FAA, may determine to be appropriate, including, but not limited to:
 - A. Withholding of payments to the consultant under the contract until the consultant complies, and/or;
 - B. Cancellation, termination or suspension of the contract, in whole or in part.
6. Incorporations of Provisions. The consultant shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directive issued pursuant thereto. The consultant shall

take such action with respect to any subcontract or procurement as the Sponsor or the FAA may direct as a means of enforcing such provisions including sanctions of noncompliance. Provided, however, that in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the Sponsor to enter into such litigation to protect the interests of the Sponsor and, in addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.

Minority Business Enterprise (MBE) Assurances

1. Policy. It is the policy of the DOT that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this contract and the consultant hereby agrees to abide by these requirements.
2. MBE Obligation. The consultant agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this contract. In this regard, all contractors shall take all necessary and responsible steps in accordance with 49 CFR Part 23 to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, sex, disability, or veteran's status in the award and performance of this DOT assisted contract.

SHORT ELLIOTT HENDRICKSON INC.

By _____

Title _____

Date _____, 2018

APPENDIX (C)

CERTIFICATE OF PROJECT CONSULTANT

Certificate of Project Consultant

I hereby certify that I am an officer and duly authorized representative of the firm of Short Elliott Hendrickson Inc. and that neither the firm nor I have:

1. Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than employee working for the firm or me) to solicit or secure this contract.
2. Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract.
3. Paid or agreed to pay any firm, organization, or person (other than an employee working for the firm) any fee, contribution donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

I acknowledge that this Certificate is to be furnished to the Federal Aviation Administration of the United States, Department of Transportation, in connection with this contract involving use of Airport Improvement Program funds and is subject to applicable State and Federal laws, both criminal and civil.

SHORT ELLIOTT HENDRICKSON INC.

By _____
Title _____
Date _____, 2018

APPENDIX (D)

FEDERAL FOREIGN TRADE RESTRICTION

Federal Foreign Trade Restriction

The consultant, by submission of an offer and/or execution of a contract, certifies that it:

1. Is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the office of the United States Trade Representative.
2. Has not knowingly entered into any contract or subcontract for this or any project under this contract with a contractor that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list.
3. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on a said list for use on the project, the Federal Aviation Administration may direct, through the Sponsor, cancellation of the contract at no cost to the government.

Further, the consultant agrees that it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The consultant may rely upon certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The consultant shall provide immediate written notice to the Sponsor if the consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide immediate written notice to the consultant, if, at any time, it learns that its certification was erroneous by reason of changed circumstances.

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

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

SHORT ELLIOTT HENDRICKSON INC.

By _____

Title _____

Date _____, 2018

APPENDIX (E)

SCOPE OF WORK

The following are examples of types of projects that may be assigned for the next five years. This list is not inclusive, and the types of projects that may be assigned shall be at the discretion of Authority:

Duluth International Airport (DLH)

- 1) Airport Master Plan and Airport Layout Plan Update
- 2) Activity Forecast
- 3) Exhibit A Update
- 4) Aeronautical Property Development/Redevelopment Planning
- 5) Non-aeronautical Property Development/Redevelopment Planning
- 6) Wetland Delineations
- 7) Section 106 Assessments in Redevelopment Zones
- 8) Air Traffic Control Tower Siting Study
- 9) Movement Area and Ramp Congestion Analysis/Planning in the Vicinity of the Terminal Ramp
- 10) General Aviation Ramp Capacity Analysis/Planning
- 11) Recognition of Stakeholder Development Plans (148th, Cirrus, AAR, etc.)
- 12) Noise Exposure Map and Noise Compatibility Program Update
- 13) Capital Financial Services as Directed by DAA

The above mentioned projects may require reporting to the FAA. It is understood that the consultant would be responsible for all required reports to include but not limited to: Project Quarterly Reports, DBE reporting, ACIP planning, AIP grant close out reports and other reports as directed by the Authority Project Coordinator.

~~VII~~ D

**148th Fighter Wing of the Minnesota Air National Guard MSA Utility System Repair
MCCA FMKM 072008**

TERMS:

- Length of Agreement
 - November 20, 2018 – May 20, 2019.
- Price Lump Sum
 - \$151,955 – Reimbursed by the 148th FW. This sum has been reviewed and agreed to by the 148th Civil Engineer.
- Special Stipulations
 - None
- Termination Summary
 - Expires at end of term.

ARGUEMENT OVERVIEW (CONTEXT):

Project Description – This project consists of design and bidding services for the new water, sanitary and electrical services to the 148th Fighter Wing of the Minnesota National Guard (ANG), Munitions Storage Area (MSA) at the Duluth International Airport (Airport). Upon completion, the existing power service will be abandoned or removed. A new water service and a new sanitary sewer force main will be installed. The project will include the installation of the new utilities and the abandonment or removal of the existing power services. The existing utility corridor north of the perimeter road along the south perimeter of the Airport will be utilized whenever possible. It may be necessary to cross the perimeter road at several locations due to ledge rock.

The project will be funded by the ANG via a Military Construction Corporative Agreement. (MCCA).

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

- Survey
- Geotechnical Exploration
- Erosion & Sediment Control
- Construction Safety Phasing Plan
- Engineers Report
- Detailed estimate of cost
- Bid phase services

I recommend approving this agreement.

Prepared by: Blaine Peterson

PROFESSIONAL SERVICES AGREEMENT

WORK ORDER 2018-01
RS&H Project 214-1882-121
November 20, 2018

RS&H, INC. agrees to perform and complete the following services in accordance with the terms and conditions of the Professional Services Agreement with the Duluth Airport Authority, City of Duluth, Duluth, Minnesota (executed on March 17, 2015), all of which terms and conditions are incorporated herein by reference:

Project Location: **Duluth International Airport, Duluth, Minnesota.**

Project Description: **148th Fighter Wing of the Minnesota Air National Guard MSA Utility System Repair**

Client Contact/Project Coordinator: Blaine Peterson, Operations Director

RS&H Project Manager: Darren K Christopher, PE

Scope of Services: Provide Consulting Services for the Design and Bidding for Munitions Storage Area (MSA) Utility System Repair at the Duluth International Airport See Attachment "1" for further details.

Schedule: See Attachment "1" for details.

Total Compensation: Design and Bidding Services:

See Attachments 1 through 5 for Details.

Lump Sum – \$151,955.00

Deliverables: See Attachment "1" for details

Project Meetings: See Attachment "1" for details

Other Considerations (if applicable): None at this time.

Effective Date of this Work Order: November 20, 2018

Duluth Airport Authority
Duluth International Airport

"CLIENT"

DULUTH AIRPORT AUTHORITY

BY: _____
Kenneth D. Butler
Typed Name

Title: _____
President

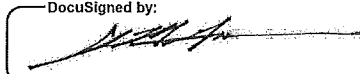
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BY: _____
Craig W. Fellman
Typed Name

Title: _____
Secretary

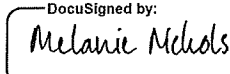
[Corporate Seal]

"CONSULTANT"

RS&H, INC.

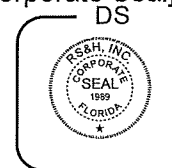
BY: 
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Christopher M. Greene
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Title: _____
Vice President

Attest:
BY: 
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Melanie L. Nichols
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Title: _____
Corporate Secretary

[Corporate Seal]



ATTACHMENT 1 - SCOPE OF WORK (Basic Services)
Duluth International Airport
Duluth Airport Authority
148th Fighter Wing of the Minnesota National Guard
MSA Utility System Repair
(Design & Bidding Documents Only)

I. PROJECT DESCRIPTION

This project consists of design and bidding services for the new water, sanitary and electrical services to the 148th Fighter Wing of the Minnesota National Guard (ANG), Munitions Storage Area (MSA) at the Duluth International Airport (Airport). Upon completion, the existing power service will be abandoned or removed. A new water service and a new sanitary sewer force main will be installed. The project will include the installation of the new utilities and the abandonment or removal of the existing power services. The existing utility corridor north of the perimeter road along the south perimeter of the Airport will be utilized whenever possible. It may be necessary to cross the perimeter road at several locations due to ledge rock.

The project will be funded by the ANG via a Military Construction Corporative Agreement (MCCA).

The design tasks for the project is anticipated to include the following elements:

- Excavation
- Rock Removal/Blasting
- Electrical Man/Hand Holes
- Electrical Conduits
- New Electrical Service (3,500')
- New 2" Sanitary Sewer Force Main (5,650')
- New 2" Water Service (5,500')
- Erosion & Sediment Control
- Survey
- Geotechnical Exploration
- Construction Safety Phasing Plan
- Detailed estimate of cost
- Engineer's Report
- Bid phase services
- Water main replacement (2,500')
- Fire hydrants (10)

The project construction cost is estimated to be at approximately \$1,900,000. As estimated by the Air National Guard and confirmed by RS&H.

This work order will consist of engineering design and bidding services only. Construction phase services will be provided through a separate work order.

II. PROJECT TASKS

A. Task 1: Preliminary Design (TYPE A Services)

Task 1.1

The Consultant will coordinate and attend one (1) pre-design meeting with the Airport staff and ANG at the Airport to establish the preliminary design goals and methods.

Task 1.2

The Consultant will review, compile, and summarize available data related to the project. The Consultant will review the Airport files and records to determine relevant information for the Airport to provide, such as the airport master plan, airport layout plan, pavement evaluation reports, aerial photogrammetry, survey data, previous design plans as-builts, specifications, and geotechnical investigation reports.

Task 1.3

The Consultant will review available land survey data and develop a written land survey scope of services for the Airport's authorized representative(s) review and approval prior to assigning any such services. All surveying activities will be coordinated with the Airport and ANG personnel prior to surveying, if requested. The Consultant will coordinate and review with the surveying subconsultant specific geometric criteria required for topography, profile and cross-sectional survey of existing drainage areas, above and below ground utilities, existing site improvements, and definition of any obvious topographic depressions. All survey data will be provided to the Airport, as required, in acceptable electronic format.

Task 1.4

The Consultant will prepare preliminary Plans, Estimate of Probable Construction Cost, and Preliminary Engineer's Report. The preliminary design will evaluate and identify specific elements of the project for a technically and economically sound project. Preliminary design includes the predesign meeting, development of scope, and predesign exhibits for the predesign meeting. The development of the preliminary design will be in coordination with the Airport's authorized representative(s).

Task 1.5

The Consultant will conduct in-house quality control review of the preliminary design Plans, Estimate of Probable Construction Cost, and Engineer's Report prior to submittal to the Airport's and the ANG's authorized representative(s).

Task 1.6

The Consultant will submit and distribute preliminary Plans, Estimate of Probable Construction Cost, and Engineer's Report to the Airport and the ANG for review, comment, and approval to proceed to 30% design.

Task 1.7

The Consultant will coordinate and attend one (1) meeting at the Airport to review the preliminary design submittal. The Consultant will provide written minutes of the meeting and distribute to all attendees within five (5) working days of the meeting. The Airport and the ANG's authorized representative(s) will provide any additional written comments to the Consultant within two weeks of the design review meeting.

Task 1.8

Project Management/ANG Coordination - Consultant will manage and administer the project in coordination with Airport staff and the ANG. Consultant will assign qualified individuals or subconsultant to the project, and complete the efforts within a reasonable and agreeable timeframe.

B. Task 2: 30% Design (Type A Services)**Task 2.1**

The Consultant will review all comments received from the Airport's and the ANG's authorized representative(s) from preliminary design submittal review and incorporate applicable comments into Plans, specifications, Estimate of Probable Construction Cost, and Engineer's Report. The Consultant will provide a written report on each comment on how it will be incorporated into the documents, or why it was not applicable.

Task 2.2

The Consultant will prepare 30% Plans, outline specifications, Estimate of Probable Construction Cost, and Engineer's Report. The 30% design submittal will include geometric layout, site layout, site access, typical section, and plan and profile sheets. The development of the 30% design documents will be in coordination with the Airport's and the ANG's authorized representative(s).

Task 2.3

The Consultant will conduct an in-house quality control review of the 30% design Plans, outline specifications, Estimate of Probable Construction Cost, and Engineer's Report prior to submittal to the Airport and the ANG.

Task 2.4

The Consultant will submit and distribute 30% Plans, outline specifications, Estimate of Probable Construction Cost, and Engineer's Report to the Airport and the ANG for review, comment, and approval to proceed to 90% design.

Task 2.5

The Consultant will coordinate and attend one (1) meeting at the Airport and the ANG to review the 30% design submittal. The Consultant will provide written minutes of the meeting and distribute to all attendees within five (5) working days of the meeting. The Airport's and the ANG's authorized representative(s) will provide any additional written comments to the Consultant within two weeks of the design review meeting.

Task 2.6

Project Management/ANG Coordination- Consultant will manage and administer the project in coordination with Airport staff and the ANG. Consultant will assign qualified individuals or subconsultant to the project, and complete the efforts within a reasonable and agreeable timeframe.

C. Task 3: 90% Design (Type B Services)**Task 3.1**

The Consultant will review all comments received from the Airport's and ANG's authorized representative(s) from 30% design submittal review and incorporate applicable comments

into Plans, specifications, Estimate of Probable Construction Cost, and Engineer's Report. The Consultant will provide a written report on each comment on how it will be incorporated into the documents, or why it was not applicable.

Task 3.2

The Consultant will prepare 90% Plans, specifications, Estimate of Probable Construction Cost, and Engineer's Report. The Construction Safety Phasing Plan (CSPP) will also be submitted at 90% per AC 150-5370-2G and ARP SOP 1.00. The development of the 90% design documents will be in coordination with the Airport's and ANG's authorized representative(s) for their input.

Task 3.3

The Consultant will conduct an in-house quality control review of the 90% design Plans, specifications, Estimate of Probable Construction Cost, and Engineer's Report prior to submittal to the Airport and the ANG.

Task 3.4

The Consultant will submit and distribute 90% Plans, specifications, Estimate of Probable Construction Cost, and Engineer's Report to the Airport and ANG for review, comment, and approval to proceed to 100% Bid Set design.

Task 3.5

The Consultant will coordinate and attend one (1) meeting at the Airport to review the 90% design submittal. The Consultant will provide written minutes of the meeting and distribute to all attendees within five (5) working days of the meeting. The Airport's and the ANG's authorized representative(s) will provide any additional written comments to the Consultant within two weeks of the design review meeting.

Task 3.6

Project Management/ANG Coordination- Consultant will manage and administer the project in coordination with Airport staff and the ANG. Consultant will assign qualified individuals or subconsultant to the project, and complete the efforts within a reasonable and agreeable timeframe.

D. Task 4: 100% (Bid Set) Design (Type B Services)

Task 4.1

The Consultant will review all comments received from the Airport's and ANG's authorized representative(s) from 90% design submittal review and incorporate applicable comments into Plans, specifications, Estimate of Probable Construction Cost, and Engineer's Report and provide a written report on each comment on how it will be incorporated into the documents, or why it was not applicable.

Task 4.2

The Consultant will prepare Bid Set Plans and technical specifications in accordance with Airport, ANG, and City of Duluth standards. Specifications will be based on a unit price total cost construction contract. Front-end specification requirements and format will be provided by the Airport including, but not limited to, the advertisement to bid, legal requirements, proposal, contract, bond forms, general provisions, labor rates, minority participation

requirements, special conditions, insurance requirements, and any other pertinent and or required information.

Task 4.3

The Consultant will prepare Bid Set, Engineer's Report and Estimate of Probable Construction Costs and conduct an in-house quality control review of the Bid Set design Plans, specifications, Estimate of Probable Construction Cost, Engineer's Report, and related documentation prior to submittal to the Airport and the ANG.

Task 4.4

The Consultant will provide and distribute 100% (Bid Set) design, Plans, specifications, Engineer's Report, and Estimate of Probable Construction Cost to the Airport and ANG.

Comments requesting changes to the final Plans, specifications, or Engineer's Report after this submittal to the Airport and ANG will be performed under a change order for additional time and cost, unless it is due to an error or omission by the Consultant.

Task 4.5

Project Management/ANG Coordination - Consultant will manage and administer the project in coordination with Airport staff and the ANG. Consultant will assign qualified individuals or subconsultant to the project, and complete the efforts within a reasonable and agreeable timeframe.

E. Task 5: Phase VI - Bid/Award Services (Type B Services)

Task 5.1

The Consultant will prepare for and attend a pre-bid conference at the Airport, receive comments, record the minutes of the conference and distribute to the Airport's and ANG's authorized representative(s) and prospective contractors.

Task 5.2

The Consultant will review and respond to all bidder questions related to the project design and requirements that are received through the proper channels and by the question deadline.

Task 5.3

The Consultant will issue all required addenda to revise Plans, specifications and other contract documents prepared by the Consultant in order to provide clarifications, correct discrepancies, or correct errors and/or omissions. PDF copies of the addendums will be sent to the Airport and ANG.

Task 5.4

The Consultant will attend the bid opening and collect/copy all bids for formal review.

Task 5.5

The Consultant will develop tabulation of all bids received and provide evaluation of checking for correctness, qualifications of apparent low bidder, DBE participation goals, etc., and make recommendations of award based solely on apparent low bidder. The Consultant cannot and does not guarantee that bids will not vary from the estimate.

Task 5.6

Project Management/ANG Coordination- Consultant will manage and administer the project in coordination with Airport staff and the ANG. Consultant will assign qualified individuals or subconsultant to the project, and complete the efforts within a reasonable and agreeable timeframe.

III. PRESENTATIONS AND/OR MEETINGS

RS&H will prepare for and attend the following meetings:

- 1) Project Pre-design or Kick-off Meeting
- 2) Project 30% Design Review Meeting
- 3) Project 90% Design Review Meeting
- 4) Project 100% / Bid Document Review Meeting
- 5) Pre-Bid Conference at the Duluth International Airport
- 6) Bid Opening at City

IV. DELIVERABLES/SCHEDULE

The Consultant will provide the following deliverables:

- 1) Preliminary Plans, Estimate of Probable Construction Cost, and Engineer's Report (Electronic files and 2 Sets of reproducible documents)
- 2) 30% Plans and Specifications, Estimate of Probable Construction Cost and Preliminary Engineer's Report (Electronic files and 2 Sets of reproducible documents).
- 3) 2 Sets of 90% Plans and Specifications, Estimate of Probable Construction Cost and Engineer's Report (Electronic files and 2 Sets of reproducible documents).
- 4) 2 Sets of reproducible and electronic copies of 100% (Bid Set) Plans, Specifications, Engineer's Report, Estimate of Probable Construction Cost (Electronic files and 2 Sets of reproducible documents)

Preliminary Schedule:

- 1) Project Pre-design or Kick-off Meeting –NTP + 15 days
- 2) Project 30% Design Review Meetings – NTP + 45 days
- 3) Project 90% Design Review Meetings – NTP + 75 days
- 4) Project 100% / Bid Document Review Meeting – NTP + 105 days
- 5) Pre-Bid Conference at the Duluth International Airport – NTP + 135 days
- 6) Bid Opening at City – NTP + 155 days



Duluth International Airport
MSA UTILITY SYSTEMS REPAIR

Fee Proposal Attachment 2

SUMMARY

DESIGN / BIDDING PHASE SERVICES

Task 1: Preliminary Design	\$24,113	15.87% Type A Services
Task 2: 30% Design	\$25,721	16.93% Type A Services
Task 3: 90% Design	\$77,462	50.98% Type B Services
Task 4: 100% (Bid Documents) Design	\$17,245	11.35% Type B Services
Task 5: Bid Phase Services	<u>\$7,414</u>	<u>4.88%</u> Type B Services
TOTAL BASIC SERVICES LUMP SUM FEE	\$151,955	100.00%

**Duluth International Airport
MSA UTILITY SYSTEMS REPAIR
Fee Proposal Attachment 2**

RS&H**DESIGN / BIDDING PHASE SERVICES**

SCOPE / TASK TITLE		PROJECT OFFICER	PROJECT MANAGER	SENIOR CIVIL ENGINEER	ELECTRICAL ENGINEER	JUNIOR CIVIL ENGINEER	STRUCTURAL ENGINEER	ADMIN ASSISTANT	TOTAL	
FEE TYPE (Lump Sum)										
Task 1: Preliminary Design										
Task 1.1	Pre-Design Kickoff Meeting		3			4		2	9	
Task 1.2	Data Collection & Records Review					4			4	
Task 1.3	Land Survey					4			4	
Task 1.4	Prepare Preliminary Design Documents									
	Plans									
	Cover Sheet					2			2	
	Sheet Index					2			2	
	Contract Layout Plan					2			2	
	Phasing Plan		1			4			5	
	Demolition Plan					3			3	
	Utility Plan Views		1			3			4	
	Electrical Plan view		1		4	3			8	
	Estimate of Probable Construction Cost		1			4		2	7	
	Preliminary Engineer's Design Report		4			4			8	
Task 1.5	Quality Control Review	2	2			4			8	
Task 1.6	Preliminary Design Submittal					4		2	6	
Task 1.7	Preliminary Design Review Meeting		4			4		1	9	
Task 1.8	Project Management / ANG Coordination	2	7						9	
TOTAL HOURS		4	24	0	4	51	0	7	90	
RATE		\$81.74	\$59.03	\$49.65	\$43.91	\$33.31	\$45.59	\$23.62	\$42.04	
TOTAL DIRECT LABOR \$		\$327	\$1,417	\$0	\$176	\$1,699	\$0	\$165	\$3,784	
OVERHEAD @		174.86%							\$6,616	
PROFIT @		15%							\$1,560	
TOTAL BURDENED LABOR @		3.16							\$11,959	
OTHER DIRECT COSTS										
SPECIALTY SUBCONSULTANTS										
Geotechnical Subconsultant		American Engineering & Testing							\$6,000	
Survey/Sewer/Water Subconsultant		Karvacko Engineering							\$6,000	
TOTAL SPECIALTY SUBCONSULTANT COST									\$12,000	
PRINTING		\$/sheet	#sheets	#sets						
Plans (11x17)		\$1.00	10	2						\$0
Reports/Specifications (8.5x11)		\$0.25	100	2						\$20
TOTAL PRINTING COST									\$50	
POSTAGE/DELIVERY		\$/package	#packages							
Drawings		\$30.00	1						\$30	
Specifications		\$15.00	1						\$15	
Other		\$10.00	1						\$10	
TOTAL POSTAGE/DELIVERY COST									\$55	
TRAVEL		#people	#days	Airfare @	Car @	Lodging @	PerDiem @			
Pre-Design Kickoff Meeting		0	2	\$800	\$65	\$125	\$50	\$0		
Field Investigation		0	2	\$800	\$65	\$125	\$50	\$0		
Design Review Meeting		0	2	\$800	\$65	\$125	\$50	\$0		
TOTAL TRAVEL COST									\$0	
MILEAGE		\$/mile	#miles							
		\$0.57	50						\$29	
TOTAL OTHER DIRECT COSTS									\$12,154	
Total Proposed Fee for:		Task 1: Preliminary Design							\$24,113	

DESIGN / BIDDING PHASE SERVICES**RS&H**

SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MANAGER	SENIOR CIVIL ENGINEER	ELECTRICAL ENGINEER	JUNIOR CIVIL ENGINEER	STRUCTURAL ENGINEER	ADMIN ASSISTANT	TOTAL
Task 2: 30% Design								
Task 2.1 Incorporate Preliminary Design Review Comments		3			4		5	12
Task 2.2 Prepare 30% Preliminary Design Documents								
Plans								
Cover Sheet					2			2
Sheet Index / Summary of Quantities					2			2
Contract Layout Plan					2			2
General Notes					2			2
Safety & Security Notes and Details					2			2
Phasing Plan		1			4			5
Demolition Plan					4			4
Electrical Layout Plan				4	3			7
Outline Technical Specifications		2			2			4
Estimate of Probable Construction Cost		1			4		4	9
Preliminary Engineer's Design Report		2			8			10
Task 2.3 Quality Control Review	2	4			4			10
Task 2.4 30% Preliminary Design Submittal		2			4		8	14
Task 2.5 30% Design Review Meeting		4			4		4	12
Task 2.6 Project Management / ANG Coordination	2	7						9
TOTAL HOURS	4	26	0	4	51	0	21	106
RATE	\$81.74	\$59.03	\$49.65	\$43.91	\$33.31	\$45.59	\$23.62	\$39.93
TOTAL DIRECT LABOR \$	\$327	\$1,535	\$0	\$176	\$1,699	\$0	\$496	\$4,232
OVERHEAD @	174.86%							\$7,401
PROFIT @	15%							\$1,745
TOTAL BURDENED LABOR @	3.16							\$13,378
OTHER DIRECT COSTS								
SPECIALTY SUBCONSULTANTS								
Survey/Sewer/Water Subconsultant								\$12,000
TOTAL SPECIALTY SUBCONSULTANT COST								\$12,000
PRINTING								
Plans (11x17)	\$/sheet	#sheets	#sets					\$60
Reports/Specifications (8.5x11)	\$1.00	30	2					\$200
TOTAL PRINTING COST	\$0.25	400	2					\$260
POSTAGE/DELIVERY								
Drawings	\$/package	#packages						\$30
Specifications	\$30.00	1						\$15
Other	\$15.00	1						\$10
TOTAL POSTAGE/DELIVERY COST	\$10.00	1						\$55
TRAVEL								
Design Review Meeting w/ Airport	#people	#days	Airfare @	Car @	Lodging @	PerDiem @		\$0
Design Review Meeting w/ ANG	0	0	\$800	\$65	\$125	\$50		\$0
TOTAL TRAVEL COST	0	0	\$800	\$65	\$125	\$50		\$0
MILEAGE								
	\$/mile	#miles						\$29
	\$0.57	50						
TOTAL OTHER DIRECT COSTS								\$12,344
Total Proposed Fee for: Task 2: 30% Design								\$25,721

DESIGN / BIDDING PHASE SERVICES**RS&H**

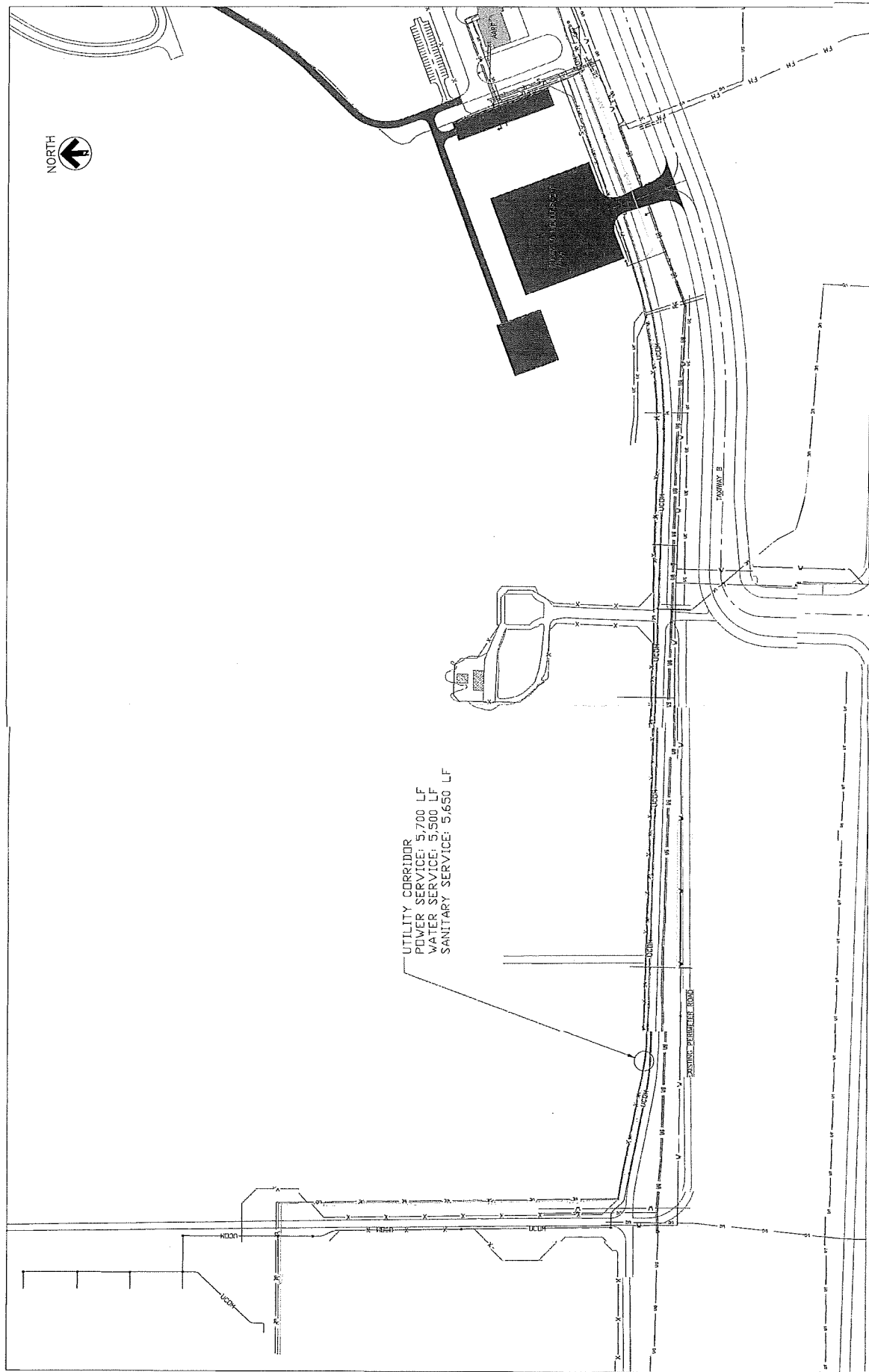
SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MANAGER	SENIOR CML ENGINEER	ELECTRICAL ENGINEER	JUNIOR CML ENGINEER	STRUCTURAL ENGINEER	ADMIN ASSISTANT	TOTAL
Task 3: 90% Design								
Task 3.1 Incorporate 30% Design Review Comments		3			4		8	15
Task 3.2 Prepare 90% Design Documents								
Plans								
Cover Sheet					1			1
Sheet Index / Summary of Quantities					1			1
Contract Layout Plan					1			1
General Notes					1			1
General Legend & Abbreviations					1			1
Safety & Security Notes and Details					1			1
Horizontal & Vertical Control Plan					1			1
Airspace Layout Plan					2			2
Phasing Plan		1			2			3
Schematic Construction Sequence					2			2
Geotechnical Boring Layout & Logs		1			2			3
Demolition Plan		1			5			6
Erosion & Sedimentation Control Plan					2			2
Erosion & Sedimentation Control Details					2			2
Electrical General Notes & Legend				4				4
Electrical Demolition Plan				4	2			6
Electrical Geometry Plan				4	2			6
Electrical Details				4				4
Electrical Details				4				4
Technical Specifications		2						2
Up-Front Contract Documents		2						2
Estimate of Probable Construction Cost		1			4			5
Engineer's Design Report		4			4			8
Draft Construction Safety Phasing Plan (CSPP)		2			5			7
Task 3.3 Quality Control Review	2	8		4				14
Task 3.4 90% Design Submittal		4			4		4	12
Task 3.5 90% Design Review Meeting		4			4			8
Task 3.6 Project Management / ANG Coordination	2	6						8
TOTAL HOURS	4	39	0	24	53	0	12	132
RATE	\$81.74	\$59.03	\$49.65	\$43.91	\$33.31	\$45.59	\$23.62	\$43.42
TOTAL DIRECT LABOR \$	\$327	\$2,302	\$0	\$1,054	\$1,765	\$0	\$283	\$5,732
OVERHEAD @	174.86%							\$10,023
PROFIT @	15.0%							\$2,363
TOTAL BURDENED LABOR @	3.16							\$18,118
OTHER DIRECT COSTS								
PRINTING	\$/sheet	#sheets	#sets					
Plans (11x17)	\$1.00	30	2					\$60.00
Reports/Specifications (8.5x11)	\$0.25	400	2					\$200.00
TOTAL PRINTING COST								\$260.00
SPECIALTY SUBCONSULTANTS								
Survey/Sewer/Water Subconsultant	Karvacko Engineering							\$59,000
TOTAL SPECIALTY SUBCONSULTANT COST								\$59,000
POSTAGE/DELIVERY								
Drawings	\$/package	#packages						
Specifications	\$30.00	1						\$30
Other	\$15.00	1						\$15
TOTAL POSTAGE/DELIVERY COST	\$10.00	1						\$10
TRAVEL								
Design Review Meeting (1)	#people	#days	Airfare @	Car @	Lodging @	PerDiem @		
Design Review Meeting (2)	0	0	\$800	\$65	\$125	\$50		\$0
TOTAL TRAVEL COST	0	0	\$800	\$65	\$125	\$50		\$0
MILEAGE								
	\$/mile	#miles						
	\$0.57	50						\$29
TOTAL OTHER DIRECT COSTS								\$59,344
Total Proposed Fee for:								
Task 3: 90% Design								\$77,462

DESIGN / BIDDING PHASE SERVICES**RS&H**

SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MANAGER	SENIOR CIVIL ENGINEER	ELECTRICAL ENGINEER	JUNIOR CIVIL ENGINEER	STRUCTURAL ENGINEER	ADMIN ASSISTANT	TOTAL
Task 4: 100% (Bid Documents) Design								
Task 4.1 Incorporate 90% Design Review Comments		4			4		4	12
Task 4.2 Prepare 100% (Bid Documents) Design Documents								
Plans								
Cover Sheet					1			1
Sheet Index / Summary of Quantities					1			1
Contract Layout Plan					1			1
General Notes					1			1
General Legend & Abbreviations					1			1
Safety & Security Notes and Details					1			1
Horizontal & Vertical Control Plan					1			1
Airspace Layout Plan					1			1
Phasing Plan		1			3			4
Schematic Construction Sequence					2			2
Geotechnical Boring Layout & Logs					2			2
Demolition Plan		2			4			6
Erosion & Sedimentation Control Plan					5			5
Erosion & Sedimentation Control Details					5			5
Electrical General Notes & Legend					1			1
Electrical Demolition Plan				4	1			5
Electrical Geometry Plan				4	1			5
Electrical Details				4	1			5
Electrical Details				4	1			5
Technical Specifications		2			2		2	6
Up-Front Contract Documents		2					4	6
Estimate of Probable Construction Cost		2			4		2	8
Final Engineer's Design Report		2			4		2	8
Final Construction Safety Phasing Plan (CSPP)		2			2			4
Task 4.3 Quality Control Review		4		4				8
Task 4.4 100% (Bid Set) Design Submittal		4			8		4	16
Task 4.5 Project Management / ANG Coordination	2	8						10
TOTAL HOURS	2	33	0	20	58	0	18	131
RATE	\$81.74	\$59.03	\$49.65	\$43.91	\$33.31	\$45.59	\$23.62	\$40.82
TOTAL DIRECT LABOR \$	\$163	\$1,948	\$0	\$878	\$1,932	\$0	\$425	\$5,347
OVERHEAD @	174.86%							\$9,350
PROFIT @	15.0%							\$2,205
TOTAL BURDENED LABOR @	3.16							\$16,901
OTHER DIRECT COSTS								
PRINTING								
Plans (11x17)	\$/sheet	#sheets	#sets					
Reports/Specifications (8.5x11)	\$1.00	30	2					\$60.00
	\$0.25	400	2					\$200.00
TOTAL PRINTING COST								\$260.00
POSTAGE/DELIVERY								
Drawings	\$/package	#packages						
Specifications	\$30.00	1						\$30
Other	\$15.00	1						\$15
	\$10.00	1						\$10
TOTAL POSTAGE/DELIVERY COST								\$55
TRAVEL								
Design Review Meeting (1)	#people	#days	Airfare @	Car @	Lodging @	PerDiem @		
Design Review Meeting (2)	0	0	\$800	\$65	\$125	\$50		\$0
	0	0	\$800	\$65	\$125	\$50		\$0
TOTAL TRAVEL COST								\$0
MILEAGE								
	\$/mile	#miles						
	\$0.57	50						\$29
TOTAL OTHER DIRECT COSTS								\$344
Total Proposed Fee for: Task 4: 100% (Bid Documents) Design								
								\$17,245

DESIGN / BIDDING PHASE SERVICES**RS&H**

SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MANAGER	SENIOR CIVIL ENGINEER	ELECTRICAL ENGINEER	JUNIOR CIVIL ENGINEER	STRUCTURAL ENGINEER	ADMIN ASSISTANT	TOTAL
Task 5: Bid Phase Services								
Task 5.1 Pre-Bid Meeting		8						8
Task 5.2 Respond to Bidder Questions		4			4		4	12
Task 5.3 Issue Addenda		2			4		8	14
Task 5.4 Attend Bid Opening		4						4
Task 5.5 Bid Tabulation and Award Recommendation		4					4	8
Task 5.6 Project Management / Ang Coordination	1	4						
TOTAL HOURS	1	26	0	0	8	0	16	46
RATE	\$81.74	\$59.03	\$49.65	\$43.91	\$33.31	\$45.59	\$23.62	\$49.15
TOTAL DIRECT LABOR \$	\$82	\$1,535	\$0	\$0	\$266	\$0	\$378	\$2,261
OVERHEAD @	174.86%							\$3,954
PROFIT @	15.0%							\$932
TOTAL BURDENED LABOR @	3.16							\$7,147
OTHER DIRECT COSTS								
PRINTING								
	\$/sheet	#sheets	#sets					
Plans (11x17)	\$1.00	30	2					\$60.00
Reports/Specifications (8.5x11)	\$0.25	400	2					\$200.00
TOTAL PRINTING COST								\$260.00
POSTAGE/DELIVERY								
	\$/package	#packages						
Drawings	\$30.00	0						\$0
Specifications	\$15.00	0						\$0
Other	\$10.00	0						\$0
TOTAL POSTAGE/DELIVERY COST								\$0
TRAVEL								
	#people	#days	Airfare @	Car @	Lodging @	PerDiem @		
Pre-Bid Meeting	0	0	\$800	\$65	\$125	\$50		\$0
Bid Opening	0	0	\$800	\$65	\$125	\$50		\$0
TOTAL TRAVEL COST								\$0
MILEAGE								
	\$/mile	#miles						
	\$0.57	13						\$7
TOTAL OTHER DIRECT COSTS								\$267
Total Proposed Fee for: Task 5: Bid Phase Services								
TOTAL PROPOSED FEE FOR:								\$7,414
DESIGN / BIDDING PHASE SERVICES								\$151,955





8/14/2018

Darren Christopher
RS&H
Duluth International Airport

RE: Proposal to Provide Civil Design and Bidding Services for the Duluth International Airport Utility Extension.

Mr. Darren Christopher:

Thank you for the opportunity to submit a proposal for Design and Bidding Services for the Duluth International Airport Utility Extension Project.

Attached you will find a proposed scope of services along with those items specifically not included as a part of this proposal (Attachment A). Following Attachment A is our 2018 Schedule of Rates.

If you have any questions regarding this proposal, or need to discuss scope and/or scheduling, please do not hesitate to contact me at 218-444-8004

If you are acceptable to this proposal, please sign below and return to our office so an agreement may be prepared and executed prior to any work commencing.

Thank you again for the opportunity to submit this proposal.

Sincerely,
Karvakko, P.A.

A handwritten signature in black ink, appearing to read 'Mike Karvakko'.

Mike Karvakko, PE
Principal

Accepted by RS&H
Darren Christopher

By: _____

Attachment A
2018 Schedule of Rates

ATTACHMENT A

Duluth International Airport Utility Extension RS&H

PROJECT DESCRIPTION

The CONSULTANT agrees to provide Civil Design and Bidding services required for the extension/construction of water and sewer utilities at the Duluth International Airport

The purpose of this project is to complete a preliminary design to identify the preferred location for the sewer water line locations. Upon completion of the initial preliminary design phase, Karvakko will begin with civil final design services to prepare the "biddable" construction documents, including all necessary drawings and technical specifications for construction.

With separate approval from the Client, Karvakko will provide topographical survey services, on behalf of the Client.

A. SCOPE OF SERVICES

BASIC SERVICES

For purposes of this Project, Basic Services to be provided by the CONSULTANT are as follows:

TASK 1. PRELIMINARY DESIGN

- 1.0 Project Management/Admin
 - 1.1 Provide coordination with Karvakko staff and RS&H staff.
- 2.0 Schematic Design/Layout
 - 2.1 Karvakko to provide pathway and design options for layout of extended utilities
- 3.0 Preliminary Meetings
 - 3.1 Karvakko to attend a maximum of (1) preliminary design meetings with project team to discuss project specific requirements.
 - 3.1.1 Meetings assumed to be in the city limits of Duluth.
- 4.0 Permit Identification
 - 4.1 Karvakko to assist with civil-related permits for this project. Permit fees to be paid for by others.

TASK 2. DESIGN PHASE

- 5.0 Project Management/Admin
 - 5.1 Provide coordination with Karvakko staff and RS&H staff.

ATTACHMENT 4

6.0 Design & Drafting

6.1 Preliminary Drawings including the following design sheets:

- C1.0 Title Sheet
- C2.0 Notes & Legend
- C3.0 Typical Sections & Details
- C4.0 Erosion Control & SWPPP
- C5.0 Removals
- C6.0 Utility Plan & Profile
- C7.0 Lift Station Details (if needed)
- C8.0 Site Plan & Restoration

6.2 Preliminary Civil Technical Specifications Only

6.3 Sewer and Water Main Design

6.4 Final Civil Technical Specifications Only

6.5 Final Drawings including the following design sheets:

- C1.0 Title Sheet
- C2.0 Notes & Legend
- C3.0 Typical Sections & Details
- C4.0 Erosion Control & SWPPP
- C5.0 Removals
- C6.0 Utility Plan & Profile
- C7.0 Lift Station Details (if needed)
- C8.0 Site Plan & Restoration

7.0 Design Meetings

7.1 Karvako to attend a maximum of (2) design meetings with project team to discuss project specific requirements.

7.1.1 Meetings assumed to be conference call type, or travel time & expense to be billed at Karvako's Current Standard Schedule of Rates (Attached).

TASK 3. BIDDING

8.0 Answer Bidders' Questions

8.1 During the bidding process, Karvako will be available to clarify bidding issues with contractors and suppliers, and for consultation with the various entities associated with the project.

9.0 Furnish Addenda

9.1 Karvako shall issue addenda as appropriate to interpret, clarify, or change the bidding documents as required by the Sponsor, State, or FAA. Karvako will assist RS&H with civil related addenda items. Addenda assistance will be made available to RS&H for transmission to plan holders. Any addenda that are generated as a sole result of the Sponsors error or omission will be considered as

ATTACHMENT 4

extra services and the Consultant shall be reimbursed for this effort as an amendment to this contract.

ADDITIONAL SERVICES

Consulting services performed other than those authorized under the Basic Services section shall not be considered part of the Basic Services and may be authorized by the Client as Additional Services. Additional Services consist of those services, which are not generally considered to be Basic Services; or exceed the requirements of the Basic Services; or are not definable prior to the commencement of the project; or vary depending on the technique, procedures or schedule of the project contractor. Additional services may consist of the following:

1. Additions to the project outside of this scope.
2. Topographic Surveying of Project Area
3. Uploading and performing bid solicitation & opening services
4. Hosting a pre-bid meeting.
5. Attendance of the bid opening.
6. Additional Field Investigation required beyond those specified.
7. Completion of additional special studies not identified in Section A.
8. Attendance of additional meetings beyond those identified in the above scope.
9. Construction Administration and Observation Services.
10. All other services not specifically identified in Section A.

B. SCHEDULE

The following is a schedule as we understand it. If there are changes to the schedule, at no fault of Karvakko, then the time for completion of services shall be adjusted.

- | | |
|--------------------------------------|------------------|
| • Preliminary Plans & Specifications | Fall/Winter 2018 |
| • Final Plans & Specifications | Fall/Winter 2018 |
| • Bidding | * Per Client |

C. FEE

Fees associated with the aforementioned Tasks will be invoiced monthly based on progress per the following lump sum(s):

Total Fee for Tasks 1, 2 & 3	\$72,000.00
Add-On Topographical Survey Fee	\$5,000.00

C. OWNER'S RESPONSIBILITIES

Owner's responsibilities are as follows:

Specification requirements (Using City, State, FAA or Guard)

ATTACHMENT 4

Geotechnical Investigation/Report
Hydrant flows near the project area
Preferred water/sanitary material
Coordination for removal/relocation of power or gas lines
Design or coordination of flammable waste separators



2018 SCHEDULE OF RATES

Effective January 1, 2018 to December 31, 2018

Fees

Std Hourly Rate

Principal	\$180.00
Professional (VI)	\$165.00
Professional (V)	\$150.00
Professional (IV)	\$135.00
Professional (III)	\$120.00
Professional (II)	\$110.00
Professional (I)	\$100.00
Technician III	\$ 95.00
Technician II	\$ 85.00
Technician I	\$ 75.00
Sr. Clerical	\$ 65.00
Clerical	\$ 55.00

Professional; Engineer, Architect, Surveyor, Environmental Specialist, Landscape Architect, Planner or Project Manager.

Technician; Draftsman, Field Tech, Design Tech, Survey Tech

All work beyond 40 hours per work week (Monday thru Saturday) for an employee shall be invoiced at rate of 1.50 times the standard rate identified above. Any and all work completed on Sunday's or a federally recognized Holiday shall be invoiced at a rate of 2.00 times the standard rate identified above.

Reimbursables

Field/Office Expenses and Equipment	15% of Fee (not including subs)
Subconsultants	Cost plus 10%

August 16, 2018

Mr. Darren Christopher, PE
RS&H
4525 Airport Approach Road
Duluth, MN 55804

Re: Proposal for Drilling Services
Proposed Utility Installation
Duluth, Minnesota
AET Proposal No. 07-20124

Dear Mr. Christopher:

American Engineering Testing, Inc. (AET) is pleased to submit a proposal for the proposed utility project in Duluth, Minnesota. In this proposal, we present our understanding of the project, an outline of the scope of services we are to provide, a schedule for our services, and an estimate of our fees.

Project Information

RS&H is requesting flight auger borings to determine subgrade conditions for utility installation. We understand the waterline will require a 7-foot deep trench. The borings will be completed between the fire station and missile storage building at approximately 100-foot intervals. No soil sampling has been requested.

Scope of Services

Field Exploration

AET will contact Gopher State One Call to clear public utilities prior to drilling. We request any private utilities would be marked by others. We understand that RS&H will stake the borings and provide elevations. Due to airport site restrictions, we request that RS&H provide all applicable access permissions and/or escorts for our crew.

You have requested flight auger (FA) borings to a depth of 10 feet or refusal. If we encounter refusal we will not attempt an offset boring. We will perform as many FA borings as time allows in 2 business days, up to 50 FA borings. We estimate we can complete between 35 and 45 borings.

We assume the borings will be accessible with a rubber-tired all-terrain drill rig. We will drill the borings using a 6-inch flight auger. No soil sampling has been requested for this project. The drill crew will record refusal depths and any groundwater encountered.

Boreholes will be sealed and reported per state requirements.

Laboratory Testing

No laboratory testing has been requested for this project.

Report

We will present a factual report presenting the conditions encountered, a table of refusal depths, and the drilling methods. The factual report will not include any boring logs or opinions and recommendations.

Schedule

As discussed, we anticipate drilling to begin in approximately 4-6 weeks. Drilling will take 2 business days. We will submit a final data report within 7 business days of completion of drilling.

Fees

For the scope of services outlined above, we will charge a lump sum fee of **\$6,000**. If additional borings or deeper borings are authorized, or if laboratory testing is requested, the increase in our fees will be in accordance with the unit prices shown on the enclosed 2018 fee schedule.

Environmental Concerns

This proposal is presented for engineering services to evaluate the structural properties of the soils at the specified site. This proposal does not cover an environmental assessment of the site; environmental testing of the soil or groundwater; a wetland assessment; or consultation on lead, mold, asbestos, silica, or radon. If you wish to have us provide these additional services, please contact us.

Terms and Conditions

Work will be completed in accordance with terms and conditions outlined in the RS&H Master Subcontract Agreement dated May 19, 2010.

Acceptance

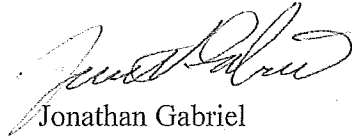
AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on site or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

Mr. Darren Christopher
Proposed Utility Installation
AET Proposal No. 07-20124
August 16, 2018
Page 3 of 3

American Engineering Testing, Inc.



Chelsea N. Buck, GIT
Staff Geologist



Jonathan Gabriel
Drilling Supervisor

Acceptance By:

Signature: _____

Printed Name: _____

Representing: _____

Date: _____

Enclosures:

2018 Geotechnical Fee Schedule

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO "CONTRACTOR", "PRIME CONTRACTOR", "BIDDER", AND "OFFEROR" SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO "SUBCONTRACTOR", "SUB-TIER TONTRACTOR" OR "LOWER TIER CONTRACTOR" SHALL PERTAIN TO ANY SUBCONSULTANT UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO "SPONSOR" AND "OWNER" SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.333, 2 CFR § 200.336, and FAA Order 5100.38

The contractor must maintain an acceptable cost accounting system. The contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

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

CIVIL RIGHTS – TITLE VI ASSURANCE

Reference: 49 USC § 47123 and FAA Order 1400.11

A) Title VI Solicitation Notice

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

B) Title VI Clauses for Compliance with Nondiscrimination Requirements

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

- 1) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4) **Information and Reports:** The contractor will provide all information and reports required by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5) **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

C) Title VI List of Pertinent Nondiscrimination Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR part 26

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

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

ENERGY CONSERVATION REQUIREMENTS

Reference: 2 CFR § 200, Appendix II (H)

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

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq.

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The contractor/consultant has full responsibility to monitor compliance to the referenced statute or regulation. The contractor/consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR part 1910

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

RIGHT TO INVENTIONS

Reference: 2 CFR § 200 Appendix II (F) and 37 CFR §401

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

SEISMIC SAFETY

Reference: 49 CFR part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104 and 49 CFR part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

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

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

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

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

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

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

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

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

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$3,500

DISTRACTED DRIVING

Reference: Executive Order 13513 and DOT Order 3902.10

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

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The

Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

TERMINATION OF CONTRACT

Reference: 2 CFR § 200 Appendix II (B)

Termination for Convenience

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination by Default

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
 - 1) Perform the services within the time specified in this contract or by Owner approved extension;
 - 2) Make adequate progress so as to endanger satisfactory performance of the Project;
 - 3) Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are

incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:

- 1) Defaults on its obligations under this Agreement;
- 2) Fails to make payment to the Consultant in accordance with the terms of this Agreement;
- 3) Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, and DOT Order 4200.5

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

- 1) Checking the System for Award Management at website: <https://www.sam.gov>.
- 2) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
- 3) Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000**CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

Reference: 2 CFR § 200 Appendix II (E)

1) Overtime Requirements.

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

2) Violation; Liability for Unpaid Wages; Liquidated Damages.

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

3) Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4) Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix II (J); and 49 CFR part 20, Appendix A

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress

in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II (A)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

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

CLEAN AIR AND WATER POLLUTION CONTROL

Reference: 2 CFR § 200 Appendix II (G)

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

Contractor must include this requirement in all subcontracts that exceeds \$150,000.



Duluth Airport Authority
DAA Board Packet Budget vs. Actual
From Jan 2018 to Sep 2018

Unaudited

Financial Row	Prior Year Actual (Jan 2017 - Sep 2017)	Current Year Actual (Jan 2018 - Sep 2018)	Budget Amount (Jan 2018 - Sep 2018)	Variance from Prior Year	Variance From Budget	Total Budget (Jan 2018 - Adjust 2018)
Ordinary Income/Expense						
Income						
Non-Aeronautical Revenue	\$2,043,650.29	\$2,035,865.18	\$2,001,718.30	(\$7,785.11)	\$34,146.88	\$2,570,299.10
Non-Passenger Aeronautical Revenue	\$1,246,256.06	\$1,203,120.02	\$1,140,162.73	(\$43,136.04)	\$62,957.29	\$1,517,676.97
Passenger Airline Aeronautical Revenue	\$771,407.41	\$931,478.04	\$935,217.50	\$160,070.63	(\$3,739.46)	\$1,243,501.00
Total - Income	\$4,061,313.76	\$4,170,463.24	\$4,077,098.53	\$109,149.48	\$93,364.71	\$5,331,477.07
Gross Profit	\$4,061,313.76	\$4,170,463.24	\$4,077,098.53	\$109,149.48	\$93,364.71	\$5,331,477.07
Expense						
Miscellaneous Expenses	\$15,692.96	\$18,028.24	\$20,705.97	\$2,335.28	(\$2,677.73)	\$27,549.96
Personnel Compensation & Benefits	\$1,396,076.45	\$1,413,358.66	\$1,510,716.37	\$17,282.21	(\$97,357.71)	\$2,058,343.06
Services and Charges	\$1,251,055.86	\$1,312,319.25	\$1,194,653.85	\$61,263.39	\$117,665.40	\$1,590,565.29
Supplies	\$304,613.96	\$358,431.09	\$336,196.44	\$53,817.13	\$22,234.65	\$440,600.08
Total - Expense	\$2,987,439.23	\$3,102,137.24	\$3,062,272.63	\$134,698.01	\$39,864.61	\$4,117,058.39
Net Ordinary Income	\$1,093,874.53	\$1,068,326.00	\$1,014,825.90	(\$25,548.53)	\$53,500.10	\$1,214,418.68
Other Income and Expenses						
Other Income						
Non-Operating Revenue	\$406,247.20	\$413,319.37	\$383,450.00	\$7,072.17	\$29,869.37	\$488,100.00
Total - Other Income	\$406,247.20	\$413,319.37	\$383,450.00	\$7,072.17	\$29,869.37	\$488,100.00
Other Expense						
Non-Operating Expense	\$264,790.08	\$248,757.94	\$305,507.97	(\$16,032.14)	(\$56,750.03)	\$407,343.84
Total - Other Expense	\$264,790.08	\$248,757.94	\$305,507.97	(\$16,032.14)	(\$56,750.03)	\$407,343.84
Net Other Income	\$141,457.12	\$164,561.43	\$77,942.03	\$23,104.31	\$86,619.40	\$80,756.16
Net Income Exclusive of Project Expenses, Depreciation & Amortization	\$1,235,331.65	\$1,232,887.43	\$1,092,767.93	(\$2,444.22)	\$140,119.50	\$1,295,174.84
Projects/Grants	\$525,362.81	\$2,861,506.00	\$10,664,625.06	\$2,336,143.19	(\$7,803,119.06)	\$14,219,500.08
Depreciation & Amortization	(\$7,165,026.76)	(\$27,295.20)	(\$7,231,431.69)	\$7,137,731.56	\$7,204,136.49	(\$9,641,908.92)
Net Income	(\$5,404,332.30)	\$4,067,098.23	\$4,525,961.30	\$9,471,430.53	(\$458,863.07)	\$5,872,766.00

* This report is based on an allocated budget, which is seasonally adjusted. At this time the DAA is at a positive variance of over 140k.

* The results of this report are expected to change slightly with adjustments as delays in receipt of invoices occurs from time to time.

* Revenue's largest variances from budget come from concession revenues, such as parking, car rental and other FBO and operator concessions & CFCs. Revenue is nearly 93k over budget.

* Expense's largest variance from budget comes from reduced personnel compensation and benefits and increased repairs and maintenance expenses and supplies. Services and charges is 117k over budget due to insurance roof repairs on the SRE. Supplies is also over budget by nearly 22k, mostly due to some energy saving electrical upgrades. Expenses are nearly 40k over budget.

* Non operating revenue is up by 29k which is due to increased PFCs related to passenger traffic increased interest revenue by maintaining larger reserve funds.

* Non operating expenses is 56+k below budget due to reduced interest expenses. We have used the line of credit very minimally and have used our cash balances to cash flow during high construction periods.

Duluth Airport Authority

Balance Sheet

End of Sep 2018

Financial Row	Amount
ASSETS	
Current Assets	
Bank	
Petty Cash	\$33.89
Pooled Cash - City Balance	\$1,297,128.29
Total Bank	\$1,297,162.18
Accounts Receivable	
Accounts Receivable - Restricted PFC	\$49,132.31
Accounts Receivable Billed	\$676,927.99
Total Accounts Receivable	\$726,060.30
Other Current Asset	\$99,923.51
Total Current Assets	\$2,123,145.99
Fixed Assets	
Accumulated Depreciation	(\$100,852,356.88)
Capital Assets	\$220,376,476.41
Work in Progress	\$8,175,882.31
Total Fixed Assets	\$127,700,001.84
Other Assets	
Accumulated Amortization	(\$1,299,894.66)
Airport Planning Projects - Contributed	\$2,223,950.52
Airport Planning Projects - Invested	\$400,003.05
Deferred Outflows	\$571,852.00
Lease Buyout Costs	\$30,327.35
Total Other Assets	\$1,926,238.26
Total ASSETS	\$131,749,386.09
LIABILITIES & EQUITY	
Current Liabilities	
Accounts Payable	
Accounts Payable	\$102,832.03
Contracts Payable	\$829,273.25
Total Accounts Payable	\$932,105.28
Credit Card	\$5,320.50
Other Current Liability	
Accrued Interest	199,771.19
Accrued Sales Taxes Payable - All	\$73.57
Accrued Vacation	\$111,981.58
Deferred Inflows	\$433,590.00
Loans Payable - DEDA MIF	\$26,666.64
Loans Payable to City of Duluth	\$10,190,000.00
Revenue Note Payable - FBO Acquisition	\$34,389.22
Unearned Revenue - Current	\$500.00
Unearned Revenue - Non Current	\$408,457.58
Total Other Current Liability	11,405,429.78
Total Current Liabilities	12,342,855.56
Long Term Liabilities	
LT Loans Payable - DEDA MIF	\$35,555.92
LT Revenue Note Payable FBO Acquisition	\$35,910.92
Net Other Postemployment Benefits Liability	\$1,439,444.19
Net Pension Liability	\$1,295,939.00
Total Long Term Liabilities	\$2,806,850.03
Equity	
Contributed Equity	\$16,621,668.70
Retained Earnings	\$95,910,913.57
Net Income	4,067,098.23
Total Equity	116,599,680.50
Total LIABILITIES & EQUITY	131,749,386.09

Duluth Airport Authority
Income Statement
From Jan 2018 to Sep 2018

Financial Row	Amount
Ordinary Income/Expense	
Income	
Non-Aeronautical Revenue	
Advertising Income	\$10,650.00
Concession Revenue	
ATM	\$535.00
Car Rental Concession	\$414,060.46
Food & Beverage Concession	\$56,815.25
Parking	\$827,484.72
Services/Other	\$450.00
TNC Per Trip Fee	\$7,940.00
Vending	\$4,999.47
Total - Concession Revenue	\$1,312,284.90
Customer Facility Charges	\$230,028.00
Miscellaneous Revenues	108,517.76
Parking	\$114,265.75
Permits	\$8,304.43
Plowing Services	\$6,750.00
Reimbursed Expenses	32,367.44
Rent	\$109,683.18
Sponsorship Income	\$50,000.00
State Aid	\$53,013.72
Total - Non-Aeronautical Revenue	2,035,865.18
Non-Passenger Aeronautical Revenue	
Aviation Gas	\$75,405.73
Concession Revenue	\$115,671.28
Event Income	\$34,016.44
Landing Fees	\$30,469.74
Ramp Fees	\$13,947.12
Rent	855,824.86
Security Reimbursement	\$72,754.85
Tie Downs	\$5,030.00
Total - Non-Passenger Aeronautical Revenue	1,203,120.02
Passenger Airline Aeronautical Revenue	
Landing Fees	\$249,211.07
Terminal Office/Space Rental	\$682,266.97
Total - Passenger Airline Aeronautical Revenue	\$931,478.04
Total - Income	4,170,463.24
Gross Profit	4,170,463.24
Expense	
Amortization Expense	
Holmgren Lease	\$27,295.20
Total - Amortization Expense	\$27,295.20
Miscellaneous Expenses	
Miscellaneous Expenses	\$677.10
Licenses & Taxes	\$2,571.17
Memberships, Dues & Subscriptions	\$2,364.16
Transaction Fees	\$12,415.81
Total - Miscellaneous Expenses	18,028.24
Personnel Compensation & Benefits	
Benefit Administration Fees	446.70
Employer Contributions for Retirement	\$125,226.56
Employer Paid Insurance	\$229,792.62
Retiree Benefits	\$47,337.96
Unemployment Compensation	\$278.52
Wages & Salaries	\$972,038.38

Financial Row	Amount
Worker's Compensation	\$38,237.92
Total - Personnel Compensation & Benefits	1,413,358.66
Services and Charges	
Advertising	\$605.49
Badging	\$6,200.00
Central Services Fee	\$33,899.94
Communications & Technology	\$78,714.89
Employee Development Services	\$26,117.88
Employee Physicals	\$230.00
Finance Charge	\$8.46
Insurance	\$46,999.26
Marketing	115,562.39
Professional Services	\$252,051.39
Rentals	\$8,465.09
Repairs and Maintenance - Contractual/Services	390,871.30
Sponsorship Expenses	\$615.00
Transportation	\$3,374.68
Utility Services	
Electric	\$233,581.25
Fuel Oil	\$1,573.75
Natural Gas	\$44,370.50
Propane	\$1,020.89
Refuse Disposal	\$26,172.79
Storm Water	\$31,974.13
Water	\$9,910.17
Total - Utility Services	\$348,603.48
Total - Services and Charges	1,312,319.25
Supplies	
Merchandise for Resale	\$61,643.49
Office Supplies	\$18,309.32
Operating Supplies	\$90,442.83
Repairs & Maintenance Supplies	188,035.45
Total - Supplies	358,431.09
Total - Expense	3,129,432.44
Net Ordinary Income	1,041,030.80
Other Income and Expenses	
Other Income	
Capital Contributions	
Contributed Capital	\$139,390.84
Grants	\$2,722,115.16
Total - Capital Contributions	\$2,861,506.00
Non-Operating Revenue	
Interest Income	\$36,335.00
Passenger Facility Charges	\$376,984.37
Total - Non-Operating Revenue	\$413,319.37
Total - Other Income	\$3,274,825.37
Other Expense	
Non-Operating Expense	
Interest Expense	
City - Hangar 103 Loan	\$61,753.14
City - Parking Structure Loan	\$79,084.71
City - Terminal Loan	\$98,910.99
Line of Credit	\$3,250.00
NCA - Holmgren Loan	\$5,759.10
Total - Interest Expense	\$248,757.94
Total - Non-Operating Expense	\$248,757.94
Total - Other Expense	\$248,757.94
Net Other Income	\$3,026,067.43
Net Income	4,067,098.23

Duluth Airport Authority
Duluth A/R Aging Report
As of November 13, 2018



Filters: Transaction Type (equal to Invoice, Payment, Credit Memo)

CUSTOMER	TRANSACTION TYPE	TRANSACTION DATE	TRANSACTION NUMBER	DUE DATE	AGE	CURRENT		10/14/2018 - 11/12/2018 (30)		9/14/2018 - 10/13/2018 (60)		8/15/2018 - 9/13/2018 (90)		BEFORE 8/15/2018 (>90)		TOTAL
						Open Balance	Open Balance	Open Balance	Open Balance	Open Balance	Open Balance	Open Balance	Open Balance	Open Balance	Open Balance	
AAR Aircraft Service	Invoice	10/12/2018	4130	11/11/2018	32	\$0.00	\$0.00	\$0.00	\$255.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$255.00	
Avis Rent A Car	Invoice	10/31/2018	4242	11/30/2018	13	\$0.00	\$0.00	\$5,192.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,192.00	
Barbes, Mary	Invoice	10/16/2018	4158	11/15/2018	28	\$0.00	\$0.00	\$153.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$153.00	
Bellamy Bill	Invoice	11/9/2018	4248	12/9/2018	4	\$0.00	\$0.00	\$437.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$437.44	
BKR Investments DBA Duluth Pack	Invoice	11/6/2018	4189	12/6/2018	7	\$0.00	\$0.00	\$250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$250.00	
Brown, James	Invoice	11/6/2018	4217	12/6/2018	7	\$0.00	\$0.00	\$229.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$229.92	
Budget Rent A Car	Invoice	11/6/2018	4187	12/6/2018	7	\$0.00	\$0.00	\$1,230.57	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,230.57	
Case, Ronald Jr.	Invoice	10/16/2018	4159	11/15/2018	28	\$0.00	\$0.00	\$102.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$102.00	
Churchill, Sean	Invoice	11/6/2018	4234	12/6/2018	7	\$0.00	\$0.00	\$193.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$193.56	
Cirrus Design Corporation						\$0.00	\$0.00	\$22,489.24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,489.24	
City of Duluth						\$0.00	\$0.00	\$1,581.14	\$1,581.14	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,162.28	
Civil Air Patrol						\$0.00	\$0.00	\$91.21	\$0.00	\$0.00	\$0.00	\$0.00	\$145.29	\$0.00	\$236.50	
Compudyne						\$0.00	\$0.00	\$28.30	\$28.30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56.60	
Cotter Rob	Invoice	10/15/2018	4116	11/14/2018	29	\$0.00	\$0.00	\$441.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$441.61	
Dallmann, Nathan	Invoice	10/16/2018	4161	11/15/2018	28	\$0.00	\$0.00	\$102.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$102.00	
Delta Airlines						\$0.00	\$0.00	\$17,049.09	(\$3,317.98)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,731.11	
Delta Global Services	Invoice	10/12/2018	4134	11/11/2018	32	\$0.00	\$0.00	\$0.00	\$1,405.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,405.00	
Divine Carriers	Invoice	11/6/2018	4203	12/6/2018	7	\$0.00	\$0.00	\$229.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$229.31	
Duluth Economic Development Authority	Invoice	10/1/2018	4071	10/31/2018	43	\$0.00	\$0.00	\$0.00	\$35,704.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,704.00	
Edwards Michael	Invoice	10/16/2018	4163	11/15/2018	28	\$0.00	\$0.00	\$102.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$102.00	
Engstad, David						\$0.00	\$0.00	\$170.52	\$170.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$341.04	
Enterprise Leasing Company						\$0.00	\$0.00	\$186.64	\$0.00	\$0.00	\$0.00	\$16,628.00	\$6.00	\$0.00	\$16,820.64	
Federal Aviation Administration	Invoice	11/6/2018	4205	12/6/2018	7	\$0.00	\$0.00	\$13,026.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,026.00	
Federal Express Corporation						\$0.00	\$0.00	\$0.00	\$1,360.00	\$345.00	\$0.00	\$0.00	\$5.00	(\$1.04)	\$1,710.00	
General Services Administration	Payment	5/11/2018	3039	5/11/2018	186	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$1.04)	(\$1.04)		
Goritchan Boris						\$0.00	\$0.00	\$180.00	\$0.00	\$0.00	\$0.00	\$0.00	\$129.00	\$0.00	\$309.00	
Graves, Michelle	Invoice	10/16/2018	4164	11/15/2018	28	\$0.00	\$0.00	\$153.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$153.00	
Griffith Evans	Invoice	10/15/2018	4119	11/14/2018	29	\$0.00	\$0.00	\$180.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$180.00	
Grimso, Gerald						\$0.00	\$0.00	\$153.00	\$0.00	\$0.00	\$0.00	\$0.00	\$153.00	\$0.00	\$306.00	
GSSC						\$0.00	\$0.00	\$0.00	\$115.00	\$250.00	\$0.00	\$0.00	\$115.00	\$0.00	\$480.00	
Hagberg, Rick	Invoice	11/6/2018	4228	12/6/2018	7	\$0.00	\$0.00	\$170.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$170.52	

CUSTOMER	TRANSACTION TYPE	TRANSACTION DATE	TRANSACTION NUMBER	DUE DATE	AGE	CURRENT		10/14/2018 - 11/12/2018 (30)		9/14/2018 - 10/13/2018 (60)		8/15/2018 - 9/13/2018 (90)		BEFORE 8/15/2018 (>90)		TOTAL
						Open Balance	Open Balance	Open Balance	Open Balance	Open Balance	Open Balance	Open Balance	Open Balance	Open Balance	Open Balance	
Hall John						\$0.00	\$267.10	\$267.10	\$267.10	\$5.81	\$0.00	\$540.01				
Hatfield, Dan	Invoice	11/6/2018	4224	12/6/2018	7	\$0.00	\$170.52	\$0.00	\$0.00	\$0.00	\$0.00	\$170.52				
Heimbach Ann	Invoice	7/26/2018	3770	8/25/2018	110	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15.00				
Hermantown Hydraulics						\$0.00	\$610.56	\$610.56	\$610.56	\$610.56	\$1,968.52	\$3,800.20				
Hertz-Overland West						\$0.00	\$1,600.13	\$1,600.13	\$6,036.00	\$0.00	\$0.00	\$7,636.13				
Hydro Solutions, Inc.						\$0.00	\$3,466.75	\$0.00	\$0.00	\$0.00	\$41,951.34	\$45,418.09				
Jeff Foster Trucking	Invoice	11/6/2018	4222	12/6/2018	7	\$0.00	\$229.92	\$229.92	\$0.00	\$0.00	\$0.00	\$229.92				
Jelinski John						\$0.00	\$60.00	\$60.00	\$0.00	\$0.00	\$570.00	\$630.00				
Johnson, Richard	Invoice	11/6/2018	4218	12/6/2018	7	\$0.00	\$400.44	\$400.44	\$0.00	\$0.00	\$0.00	\$400.44				
Johnston, Paul	Invoice	11/6/2018	4233	12/6/2018	7	\$0.00	\$170.52	\$170.52	\$0.00	\$0.00	\$0.00	\$170.52				
Lake Country Flightseeing						\$0.00	\$992.47	\$992.47	\$0.00	\$0.00	\$0.00	\$992.47				
Lake Superior Aviation, LLP	Invoice	11/6/2018	4213	12/6/2018	7	\$0.00	\$705.98	\$705.98	\$0.00	\$0.00	\$0.00	\$705.98				
Lake Superior College	Invoice	11/6/2018	4207	12/6/2018	7	\$0.00	\$33,775.67	\$33,775.67	\$0.00	\$0.00	\$0.00	\$33,775.67				
Lake Superior Helicopters						\$0.00	\$1,269.31	\$565.00	\$565.00	\$0.00	\$0.00	\$1,834.31				
Love Creamery						\$0.00	\$415.60	\$0.00	\$0.00	\$0.00	\$0.00	\$415.60				
Luck, Rick	Invoice	11/9/2018	4247	12/9/2018	4	\$0.00	\$88.13	\$88.13	\$0.00	\$0.00	\$0.00	\$88.13				
Lyft, Inc.	Invoice	10/31/2018	4259	11/30/2018	13	\$0.00	\$278.00	\$0.00	\$0.00	\$0.00	\$0.00	\$278.00				
M & M Light Transport						\$0.00	\$170.52	\$170.52	\$170.52	\$0.00	\$0.00	\$341.04				
Mark Marino						\$0.00	\$0.00	\$0.00	(\$310.00)	\$0.00	\$0.00	(\$310.00)				
Marsden BLD Maint. DBA Crystal Clean of the North	Invoice	10/12/2018	4140	11/11/2018	32	\$0.00	\$0.00	\$0.00	\$315.00	\$0.00	\$0.00	\$315.00				
Minnesota Air National Guard																
	Invoice	10/1/2018	4028	10/31/2018	43	\$0.00	\$0.00	\$3,691.00	\$3,691.00	\$0.00	\$0.00	\$3,691.00				
	Invoice	11/1/2018	4179	12/1/2018	12	\$0.00	\$780.00	\$0.00	\$0.00	\$0.00	\$0.00	\$780.00				
	Invoice	11/6/2018	4197	12/6/2018	7	\$0.00	\$1,230.33	\$0.00	\$0.00	\$0.00	\$0.00	\$1,230.33				
	Invoice	11/13/2018	4258	12/13/2018	0	\$7,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,500.00				
Total - Minnesota Air National Guard						\$7,500.00	\$2,010.33	\$3,691.00	\$3,691.00	\$0.00	\$0.00	\$13,201.33				
Minnesota Power	Invoice	11/6/2018	4198	12/6/2018	7	\$0.00	\$406.43	\$0.00	\$0.00	\$0.00	\$0.00	\$406.43				
Monaco Air Duluth						\$0.00	\$5,624.53	\$5,624.53	\$0.00	\$0.00	\$0.00	\$5,624.53				
Mountain Air Cargo						\$0.00	\$12,397.44	\$0.00	\$0.00	\$2,241.92	(\$275.18)	\$14,364.18				
Northland Constructors, Inc.	Invoice	11/6/2018	4201	12/6/2018	7	\$0.00	\$181.50	\$0.00	\$0.00	\$0.00	\$0.00	\$181.50				
Oakwells CR, LLC						\$0.00	\$9,012.73	\$0.00	\$0.00	\$0.00	\$0.00	\$9,012.73				
Oberfoell Auctioneers/Do- Bid.com						\$0.00	\$0.00	(\$1,748.02)	(\$1,748.02)	\$0.00	(\$2,360.89)	(\$4,108.91)				
Opack Matthew Jr.	Invoice	11/6/2018	4235	12/6/2018	7	\$0.00	\$193.56	\$193.56	\$0.00	\$0.00	\$0.00	\$193.56				
Palmer, John	Invoice	11/6/2018	4236	12/6/2018	7	\$0.00	\$193.56	\$193.56	\$0.00	\$0.00	\$0.00	\$193.56				
Parthe, Lance						\$0.00	\$229.92	\$229.92	\$229.92	\$0.00	\$0.00	\$459.84				
Payne, Robert	Invoice	11/6/2018	4216	12/6/2018	7	\$0.00	\$229.92	\$0.00	\$0.00	\$0.00	\$0.00	\$229.92				
QMS, INC.						\$0.00	\$523.63	\$523.63	\$0.00	\$0.00	\$0.00	\$523.63				

CUSTOMER	TRANSACTION TYPE	TRANSACTION DATE	TRANSACTION NUMBER	DUE DATE	AGE	CURRENT		10/14/2018 - 11/12/2018 (30)		9/14/2018 - 10/13/2018 (60)		8/15/2018 - 9/13/2018 (90)		BEFORE 8/15/2018 (>90)		TOTAL
						Open Balance	Open Balance	Open Balance	Open Balance	Open Balance	Open Balance	Open Balance	Open Balance	Open Balance	Open Balance	
Rasier, LLC	Payment	10/23/2018	3690	10/23/2018	21	\$0.00	(\$562.50)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$562.50)	
Rathbun, David	Invoice	11/6/2018	4227	12/6/2018	7	\$0.00	\$170.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$170.52	
Reabe, Troy	Invoice	11/6/2018	4232	12/6/2018	7	\$0.00	\$170.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$170.52	
RS&H	Invoice	11/6/2018	4214	12/6/2018	7	\$0.00	\$2,029.72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,029.72	
Safstrom Jon						\$0.00	\$153.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$153.00	\$0.00	\$306.00	
Security Jewelers						\$0.00	\$250.00	\$250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00	
Siegel, Jerry	Invoice	11/6/2018	4221	12/6/2018	7	\$0.00	\$229.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$229.92	
Skywest Airlines	Payment	11/8/2018	3743	11/8/2018	5	\$0.00	(\$8,282.34)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$8,282.34)	
Stevens, Mike	Invoice	11/6/2018	4229	12/6/2018	7	\$0.00	\$170.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$170.52	
Sydow Dan						\$0.00	\$229.92	\$229.92	\$0.00	\$0.00	\$229.92	\$0.00	\$0.00	\$0.00	\$689.76	
Tahtinen, Frank	Invoice	11/6/2018	4231	12/6/2018	7	\$0.00	\$170.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$170.52	
Transportation Security Administration						\$0.00	\$8,208.16	\$460.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,668.16	
United Airlines	Invoice	10/24/2018	4176	11/23/2018	20	\$0.00	\$115.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$115.00	
United Parcel Service	Invoice	10/12/2018	4146	11/11/2018	32	\$0.00	\$0.00	\$130.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$130.00	
Vosburgh, Michael	Invoice	4/16/2018	3329	5/16/2018	211	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15.00	\$15.00	\$15.00	
Williams, Ron	Invoice	11/6/2018	4225	12/6/2018	7	\$0.00	\$170.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$170.52	
Total						\$7,500.00	\$143,020.72	\$48,197.98	\$20,311.21	\$42,589.04	\$261,618.95					



DULUTH AIRLINE STATISTICS

ALL SCHEDULED AIRLINES

MONTH	ENPLANEMENTS			DEPLANEMENTS			TOTAL PASSENGERS			2017/2018			
	2016	2017	2018	2016	2017	2018	2016	2017	2018	PASS. INCREASE/DECREASE	% DIFF	TOTAL	% DIFF
JAN	8,897	9,026	8,797	8,192	8,029	7,939	17,089	17,055	16,736	(229)	(2.54)	(319)	(1.87)
FEB	9,179	8,974	8,453	8,725	8,556	7,875	17,904	17,530	16,328	(521)	(5.81)	(1,202)	(6.86)
MAR	11,015	11,053	11,915	11,043	10,613	11,824	22,058	21,666	23,739	862	7.80	2,073	9.57
APR	10,308	9,449	11,172	10,166	9,859	11,665	20,474	19,308	22,837	1,723	18.23	3,529	18.28
MAY	9,587	9,770	10,907	10,220	10,334	11,409	19,807	20,104	22,316	1,137	11.64	2,212	11.00
JUN	10,675	11,328	11,970	11,018	11,908	12,723	21,693	23,236	24,693	642	5.67	1,457	6.27
JUL	12,361	12,316	13,493	12,440	12,332	14,446	24,801	24,648	27,939	1,177	9.56	3,291	13.35
AUG	13,174	12,600	13,913	12,605	12,281	13,704	25,779	24,881	27,617	1,313	10.42	2,736	11.00
SEP	11,489	10,973	12,874	10,908	10,426	12,329	22,397	21,399	25,203	1,901	17.32	3,804	17.78
OCT	12,299	11,657	13,579	11,696	11,006	13,011	23,995	22,663	26,590	1,922	16.49	3,927	17.33
NOV	9,419	9,038	-	9,304	8,627	-	18,723	17,665	-	-	-	-	-
DEC	8,298	7,263	-	8,441	7,421	-	16,739	14,684	-	-	-	-	-
TOTAL	126,701	123,447	117,073	124,758	121,392	116,925	251,459	244,839	233,998	9,927	8.88	21,508	9.58

TOTALS WITH CHARTER INCLUDED

Month	Enplanements			Deplanements			Total
	2016	2017	2018	2016	2017	2018	
JAN	9,188	9,163	9,100	8,483	8,166	8,465	17,565
FEB	9,287	9,235	8,556	8,833	8,817	7,978	16,534
MAR	11,060	11,053	12,222	11,088	10,690	11,968	24,190
APR	10,620	9,907	11,666	10,478	10,317	11,997	23,663
MAY	9,740	9,922	11,052	10,373	10,486	11,568	22,620
JUN	10,781	11,467	12,121	11,018	12,047	12,874	24,995
JUL	12,361	12,585	13,744	12,657	12,601	14,697	28,441
AUG	13,524	12,600	13,913	12,947	12,281	13,704	27,617
SEP	11,641	11,249	13,156	11,060	10,426	12,611	25,767
OCT	12,447	11,657	13,739	11,844	11,149	13,171	26,910
NOV	9,621	9,038	-	9,506	8,627	-	-
DEC	8,298	7,405	-	8,441	7,563	-	-
Total	128,568	125,281	119,269	126,728	123,170	119,033	238,302

DULUTH AIRLINE STATISTICS DELTA AIRLINES

MONTH	ENPLANEMENTS			DEPLANEMENTS			TOTAL PASSENGERS			2017/2018 PASS. INCREASE/DECREASE			
	2016	2017	2018	2016	2017	2018	2016	2017	2018	ORIG	%DIFF	TOTAL	%DIFF
JAN	5,556	5,326	4,972	5,221	4,826	4,597	10,777	10,152	9,569	(354)	(6.65)	(583)	(5.74)
FEB	6,023	5,325	4,941	5,795	5,155	4,623	11,818	10,480	9,564	(384)	(7.21)	(916)	(8.74)
MAR	7,534	7,149	7,360	7,458	6,928	7,334	14,992	14,077	14,694	211	2.95	617	4.38
APR	6,940	6,072	6,606	6,689	6,308	6,688	13,629	12,380	13,294	534	8.79	914	7.38
MAY	6,082	6,168	6,717	6,498	6,668	6,857	12,580	12,836	13,574	549	8.90	738	5.75
JUN	6,660	6,825	6,780	6,765	7,115	7,000	13,425	13,940	13,780	(45)	(0.66)	(160)	(1.15)
JUL	7,580	7,300	7,225	7,427	7,381	7,989	15,007	14,681	15,214	(75)	(1.03)	533	3.63
AUG	8,098	7,399	7,751	7,500	7,225	7,679	15,598	14,624	15,430	352	4.76	806	5.51
SEP	6,717	6,419	6,634	6,253	6,092	6,560	12,970	12,511	13,194	215	3.35	683	5.46
OCT	7,909	7,209	7,162	7,418	6,785	6,965	15,327	13,994	14,127	(47)	(0.65)	133	0.95
NOV	6,111	5,822		6,054	5,553		12,165	11,375	-				
DEC	5,182	4,709		5,287	4,857		10,469	9,566	-				
TOTAL	80,392	75,723	66,148	78,365	74,893	66,292	158,757	150,616	132,440	956	1.26	2,765	1.74

2018 ENPLANEMENTS			2018 DEPLANEMENTS			Total
Month	Non Rev	Revenue	Non Rev	Revenue	Total	
JAN	287	4,685	315	4,282	9,569	
FEB	263	4,678	249	4,374	9,564	
MAR	429	6,931	483	6,851	14,694	
APR	490	6,116	494	6,194	13,294	
MAY	423	6,294	366	6,491	13,574	
JUN	357	6,423	324	6,676	13,780	
JUL	297	6,928	304	7,685	15,214	
AUG	357	7,394	336	7,343	15,430	
SEP	272	6,362	286	6,274	13,194	
OCT	281	6,881	288	6,677	14,127	
NOV						
DEC						
Total	3,456	62,692	3,445	62,847	132,440	

DULUTH AIRLINE STATISTICS

UNITED AIRLINES

MONTH	ENPLANEMENTS			DEPLANEMENTS			TOTAL PASSENGERS			2017/2018			
	2016	2017	2018	2016	2017	2018	2016	2017	2018	ORIG	%DIFF	TOTAL	%DIFF
JAN	3,341	3,700	3,825	2,971	3,203	3,342	6,312	6,903	7,167	125	3.38	264	3.82
FEB	3,156	3,649	3,512	2,930	3,401	3,252	6,086	7,050	6,764	(137)	(3.75)	(286)	(4.06)
MAR	3,481	3,904	4,555	3,585	3,685	4,490	7,066	7,589	9,045	651	16.68	1,456	19.19
APR	3,368	3,377	4,566	3,477	3,551	4,977	6,845	6,928	9,543	1,189	35.21	2,615	37.75
MAY	3,505	3,602	4,190	3,722	3,666	4,552	7,227	7,268	8,742	588	16.32	1,474	20.28
JUN	4,015	4,503	5,190	4,253	4,793	5,723	8,268	9,296	10,913	687	15.26	1,617	17.39
JUL	4,781	5,016	6,268	5,013	4,951	6,457	9,794	9,967	12,725	1,252	24.96	2,758	27.67
AUG	5,076	5,201	6,162	5,105	5,056	6,025	10,181	10,257	12,187	961	18.48	1,930	18.82
SEP	4,772	4,554	6,240	4,655	4,334	5,769	9,427	8,888	12,009	1,686	37.02	3,121	35.11
OCT	4,390	4,448	6,417	4,278	4,221	6,046	8,668	8,669	12,463	1,969	44.27	3,794	43.77
NOV	3,308	3,216		3,250	3,074		6,558	6,290	-				
DEC	3,116	2,554		3,154	2,564		6,270	5,118	-				
TOTAL	46,309	47,724	50,925	46,393	46,499	50,633	92,702	94,223	101,558	8,971	20.78	18,743	21.97

Month	2018 Enplaned		2018 Deplaned		Total
	Non Rev	Revenue	Non Rev	Revenue	
JAN	107	3,718	95	3,247	7,167
FEB	65	3,447	58	3,194	6,764
MAR	146	4,409	138	4,352	9,045
APR	146	4,420	132	4,845	9,543
MAY	132	4,058	141	4,411	8,742
JUN	154	5,036	131	5,592	10,913
JUL	139	6,129	187	6,270	12,725
AUG	138	6,024	103	5,922	12,187
SEP	180	6,060	147	5,622	12,009
OCT	149	6,268	138	5,908	12,463
NOV					-
DEC					-
Total	1,356	49,569	1,270	49,363	101,558

REVISED 4-24-18

DULUTH AIRLINE STATISTICS CHARTERS

MONTH	ENPLANEMENTS			DEPLANEMENTS			TOTAL PASSENGERS			2017/2018			
	2016	2017	2018	2016	2017	2018	2015	2016	2018	PASS. INCREASE/DECREASE ORIG	% DIFF	TOTAL	% DIFF
JAN	291	137	303	291	137	526	582	274	829	166	121.17	555	202.55
FEB	108	261	103	108	261	103	216	522	206	(158)	(60.54)	(316)	(60.54)
MAR	45	-	307	45	77	144	90	77	451	307	100.00	374	485.71
APR	312	458	494	312	458	332	624	916	826	36	7.86	(90)	(9.83)
MAY	153	152	145	153	152	159	306	304	304	(7)	(4.61)	-	-
JUN	106	139	151	-	139	151	106	278	302	12	8.63	24	8.63
JUL	269	269	251	217	269	251	217	538	502	(18)	(6.69)	(36)	(6.69)
AUG	350	-	-	342	-	-	692	-	-	-	-	-	-
SEP	152	276	282	152	-	282	304	276	564	6	2.17	288	104.35
OCT	148	-	160	148	143	160	296	143	320	160	100.00	177	123.78
NOV	202	-	-	202	-	-	404	-	-	-	-	-	-
DEC	-	142	-	-	142	-	-	284	-	-	-	-	-
TOTAL	1,867	1,834	2,196	1,970	1,778	2,108	3,837	3,612	4,304	504	26.80	976	84.80

Month	ATLAS	SUN CO.	JET BLUE	VISION	Swift Air	Allegiant	Total
JAN		543			286		829
FEB		206					206
MAR		163			288		451
APR	167	659					826
MAY			14		290		304
JUN		302					302
JUL		288			214		502
AUG							-
SEP		274			290		564
OCT		320					320
NOV							
DEC							
Total	167	2,755		-	1,368	-	4,304