



DULUTH AIRPORT AUTHORITY

NOTICE OF THE DULUTH AIRPORT AUTHORITY

BOARD MEETING

PURSUANT TO MINN. STAT. § 13D.02

NOTICE IS HEREBY GIVEN Duluth Airport Authority will hold its *regular* meeting on **Tuesday, July 16th, 2024 at 8:00 a.m.** in the Amatuzio Conference Room, Third Floor, in the Duluth International Airport Terminal Building, 4701 Grinden Drive, Duluth, MN 55811

In accordance with the requirements of Minn. Stat. Section 13D.02, Director Sandy Hoff will appear remotely via interactive technology from the following public location:
4551 Bradley Road, Tower, MN 55790

Members of the public may monitor the meeting by clicking below to access the meeting by Microsoft Teams: "Microsoft Teams Meeting" (information below).

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 249 336 734 244

Passcode: ihi3nk

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The public may express their comments for consideration by the Duluth Airport Authority prior to the meeting by email or in writing to daa@duluthairport.com or to Duluth Airport Authority, 4701 Grinden Drive, Duluth, MN 55811.



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DULUTH AIRPORT AUTHORITY MEETING AGENDA JULY 16, 2024

AMATUZIO CONFERENCE ROOM DULUTH INTERNATIONAL AIRPORT

I. *EXECUTIVE DIRECTOR'S REVIEW

- A. Information Letter to DAA Directors

II. *APPROVAL OF PREVIOUS MEETING MINUTES & OTHER CONSENT AGENDA ITEMS

- A. Approval of June 18, 2024 Board Meeting Minutes

III. *DAA CASH DISBURSEMENTS

- A. Operating Check Registers #16-18; Operating ACH Payment Register #17-19;
Construction ACH Register #8-9.

IV. *CORRESPONDENCE

- A. DLH Construction Notice
 - i. June 14, 2024
 - ii. June 21, 2024
 - iii. June 28, 2024
 - iv. July 8, 2024
- B. June 26, 2024: Two Weeks Away! Ribbon Cutting Ceremony.
- C. June 15, 2024: Local artist exhibits work at Sky Harbor Airport Saturday. Northern News Now.
- D. June 16, 2024: Sky Harbor Airport Unveils New Terminal By Hosting Art Gallery. Fox21.
- E. July 8, 2024: Letter from FBO Advisors, LLC, Re: DAA Offer for Monaco Air Duluth and Duluth Flying Club.

V. OPPORTUNITY FOR PERSONS TO BE HEARD

VI. OLD BUSINESS

None



VII. NEW BUSINESS

- A. Resolution to Award Construction Contract in the Amount of \$11,335,704.00 to Ulland Brothers, Inc. for the Construction of Taxiway A – Phase 5 and associated Alternate Schedules.
- B. Resolution to Approve Work Order 2024-6 between the Duluth Airport Authority and Short Elliot Hendrickson, Inc. for the Construction Administration of Taxiway A – Phase 5.
- C. Resolution to Approve Work Order 2024-7 between the Duluth Airport Authority and Short Elliot Hendrickson, Inc. for the Construction Administration of Midfield Ramp – Phase 2.
- D. Resolution to Approve Work Order 2024-9 between the Duluth Airport Authority and Short Elliot Hendrickson, Inc. for the Design of Taxiway A – Phase 6.
- E. Resolution to Approve Amendment 1 to Work Order 2023 – 5 between the Duluth Airport Authority and Short Elliot Hendrickson, Inc. for the Design of North Business Development Hangar Construction Project at Duluth International Airport (DLH).
- F. Resolution to Approve License Agreement between the Duluth Airport Authority and the Duluth Aviation Institute.
- G. *May 2024 Financial Reports
- H. *July 2024 Accounts Receivable
- I. *June 2024 Airline Statistics, Landline Statistics

VIII. DIRECTOR'S REPORTS

Items annotated by an asterisk (*) are approved by consent and require no discussion or action unless questioned by a Director (in accordance with resolution passed by Directors on March 19, 2002).



DATE: July 16, 2024

TO: Duluth Airport Authority Board of Directors

FROM: Executive Director

SUBJECT: Executive Director's Review

The following items will be discussed during the Executive Director's Review. If action is required of the DAA on any of these items, they will also appear on the agenda. If you have questions or desire additional information, please contact me and I will provide it at the DAA meeting.

AIR SERVICE

- Passenger statistics will be presented at the meeting.
- Breeze Airways Presentation

OPERATIONS/CONSTRUCTION/PLANNING

- Planning:
 - New Air Traffic Control Tower (ATCT)
 - Round 2 ATP Funding Application
 - 2024 Air Spectacular
- Construction:
 - Taxiway A – Phase 3 Construction
 - Customs and Boarder Protection Federal Inspection Services Construction Presentation
- Operations and Maintenance:
 - Part 139 Inspection Recap
 - TSA Annual Inspection Recap
- Sky Harbor:
 - New Sky Harbor Airport Terminal
 - New Snow Removal Equipment Building

BUSINESS/PROPERTY DEVELOPMENT

- Airport Economic Development Summit
- Life Link Hangar Construction Progress
- FBO Acquisition Due Diligence

FINANCIAL UPDATE

- Administrative Positions Update

MARKETING/COMMUNICATIONS

- Sky Harbor Ribbon Cutting Recap
- Sky Harbor Art Show Recap



LEGISLATIVE UPDATE

- NSR

PRESENTATIONS/TOURS/TRAVEL RECAP

- NSR

OTHER

- NSR

Submitted by,

Tom Werner, A.A.E.
Executive Director



II. Prior Meeting Minutes

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Duluth Airport Authority

Meeting Minutes

June 18, 2024

MEETING LOCATION: Amatuzio Conference Room, Duluth International Airport

DIRECTORS PRESENT: Kim Maki
Kevin O'Brien
Elissa Hansen
Jason Crawford
Michael Henderson
Sandy Hoff

DIRECTORS PARTICIPATING VIA ELECTRONIC MEANS:
Jeff Anderson

OTHERS PRESENT: Tom Werner, DAA Executive Director
Mark Papko, DAA Dir. of Operations
Jana Kayser, DAA Dir. of Business Development
Joelle Bodin, DAA Dir. of Finance and Administration
Jenny Delnay, DAA Administrative Coordinator
Andy Hoffmann, H+U Construction
Joe Uhlhorn, H+U Construction
Shawn McMahan, SEH

OTHERS PARTICIPATING VIA ELECTRONIC MEANS:
Tristan Durfee, DAA Sky Harbor Manager
Kathy Leon, DAA Confidential Bookkeeper
Robb Enslin, Duluth City Attorney
Dante Tomassoni, Cirrus
Phillip Scott, EXP
Samantha Hanson, Giant Voices
Don Monaco, Monaco Air Duluth
Kaci Nowicki, SEH

CALL TO ORDER: Dir. Maki called the DAA board meeting to order at 8:00 a.m. She noted that all directors are present, with Dir. Anderson attending remotely.

Dir. Maki invited Mr. Tom Werner to provide the Executive Director's Review.

I. *EXECUTIVE DIRECTOR'S REVIEW

Before proceeding to the Director's Review, Mr. Werner recognized Dir. Maki for her six years of service on the Duluth Airport Authority Board and that today was her last board meeting. Mr. Werner expressed his appreciation for all that Dir. Maki has contributed to the board over the years. Dir. Maki shared that it has been a great experience.

A. **Air Service:** Mr. Werner provided an update on the current air service with a presentation.



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- Mr. Werner presented year-to-date numbers. Year to date enplanements were down about 5%, mostly due to a decrease in Delta. United is seeing a 9% increase in enplanements and will start increasing their capacity. Load Factors are around 80% for both airlines, likely due to high prices, which will hopefully pick up over the summer.
 - Mr. Werner reported that multiple airlines are now reporting that they are able to fill their cockpits with qualified pilots, showing a relief in the pilot shortage. However, about 50% of current pilots are within 15 years of retirement, indicating there is still long-term impacts of this in the future.
 - Seat capacity will be up 11% this summer, with United upgrading flights this summer and Delta adding a fourth departure after July 7th.
- Mr. Werner stated that the Board Retreat scheduled for September will discuss the future of the Denver Route and he will be looking to the board at that time for a decision.
- Mr. Werner shared that that he was able to have conversations with multiple airlines at the Jumpstart Conference in May.
 - Sun Country requested marketing support to bring back their Ft. Myers route.
 - SkyWest shared that they may have capacity after filling their contracts with other airlines.
 - Delta shared that their MSP numbers will be back to 2019 service levels within a year. Initially post-pandemic recovery efforts were focused on the coasts but are now moving inland. This could help reduce layover times for connecting flights.
 - United shared that they have more capacity returning to the Chicago hub and were interested to see the DLH's incentive policy regarding Chicago capacities, which could apply to new or expanded services. They shared that a DLH to Denver route would likely be at least 2 years out for them, but it is a positive sign it is now on their radar, as they have about 90 gates allocated to United at Denver. They are struggling with their fleet given the Boeing Aircraft issues.
 - American is not likely to return to DLH as they are focusing on strengthening other routes.
 - Breeze had a good conversation and expressed interest in DLH service. Mr. Bown will be returning to next month's board meeting to show feasibility in pursuing this service with Breeze and the financial impacts of that. This could be an opportunity to partner with the Chamber Foundation.

B. Operations/Construction/Planning: Mr. Papko provided the following updates:

- Mr. Papko introduced H+U Construction with Mr. Joe Uhlhorn and Mr. Andy Hoffmann in attendance. Mr. Papko reminded the board that their pre-construction agreement was approved by the board last month. Mr. Uhlhorn and Mr. Hoffman shared an introductory presentation.
 - Mr. Hoffman shared that he is the President of H+U Construction and leads the pre-construction efforts. He is currently working on developing the GMPs. Mr. Uhlhorn shared that he is the Project Executive for this job and is responsible for subcontracting, risk management, scheduling and team oversight.
 - Mr. Hoffman shared they have been in business since 1983 and developed over 20 million square feet of public space in Minnesota, over 500 projects were delivered on schedule and on budget and served as Construction Manager for 80% of their projects. They have done over 25 aviation projects, including about 50% of projects at MSP. Mr. Uhlhorn shared that they are completing a Thief River Falls cargo hangar that is a similar project to the ATCT, since it has similar funding



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sources, works closely with the FAA and they served as CMAR. Mr. Hoffman stated that their MSP work regularly deals with eligible and ineligible portions, like we would have for the ATCT project, and requires extensive coordination.

- Mr. Hoffman is working now on finalizing the GMP for the portion of funding that has been received, which is due on Wednesday. They are also working on Cost Estimating to determine the most efficient ways to build the project, developing milestone schedule for a breakdown of the 20-month construction duration and procuring documents for bidding and breaking down what work is in each contract. Mr. Uhlhorn shared he is developing individual work scopes for each trade that will be one site, meeting FAA compliance regulations, such as Buy American, and starting the Bid Marketing Efforts.
- Mr. Uhlhorn stated once construction begins, he will act in more of a general contractor role, managing the budget, offering solutions for problems, and responsible for schedules. At the close of the project, Mr. Uhlhorn will help with turning everything over to the airport and coordinating the needed training. Throughout the project, he will also manage requests for information and will have a superintendent on site responsible for quality assurance and general conditions.
- Dir. Henderson thanked Mr. Hoffman and Mr. Uhlhorn for attending today. He asked what the most challenging piece of this project would be and how the Board could assist with it.
 - Mr. Uhlhorn shared that funding has been a challenge. They were counting on the state funding, so are now reevaluating the timelines to create a GMP with just the federal funds received. He stated this is not uncommon from other projects with similar funding sources.
- Dir. Hoff asked how the dynamic cost structure within construction for the last couple of years is impacting their cost estimates.
 - Mr. Hoffman shared that it appears material costs are beginning to level out quicker than expected. His last couple of projects have come back under budget, since they had projected the exponential growth of the last couple of years. There are still some longer lead times to anticipate, but the project timeline is long enough to accommodate that. Mr. Uhlhorn shared that another concern is labor costs, as several unions have recently gotten substantial raises, which is working through the rest of the trade unions. They are building these estimates into their GMPs.
- Dir. O'Brien asked about the onsite superintendent, if they have been identified yet and if the Board could expect a monthly update from them.
 - Mr. Hoffman shared that they are still selecting one but have a couple of options. He stated that the superintendent or Mr. Uhlhorn could coordinate to give regular updates.
- Mr. Papko shared that there have been challenges with funding for this project, with the state not securing a bonding bill, which caused the project funding to go from \$24 million to \$10 million for this phase. Logically, pending other funding changes, it makes sense to delay the groundbreaking until spring 2026. It will not impact the 20-month construction timeline. Enabling projects have still been done, so construction could start at any time. The FAA has announced that they may be releasing funds about 6 months earlier than last year. The Design timeframe will continue at its current pace with the plan to receive 100% design and cost estimates by the end of the year.



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- Dir. Hoff asked if the hope was to go back to the \$24 million in funding previously estimated.
 - Mr. Werner shared that there is not a target number. The DAA is hoping to maximize all funding sources. These projects must remain flexible. There are currently no contractual commitments to have a groundbreaking at a certain time. If there is no funding available, the project would not be built.
- Mr. Papko shared that H+U's GMP will come before the board next month.
- Construction:
 - Taxiway A – Phase 3 Construction: This project continues with Runway 3/21 being closed for a week to complete directional boring under the runway. It will have another closure for paving work in a few weeks. Tenants and Operators have been flexible and great to work with. There has been more concrete and more organic soil than expected, but within their allowances.
 - Building 100 Demo: This has been completed and grass is already growing on the site. This sets the stage for ATCT construction.
 - Hermantown Hydraulics did a ribbon cutting at their new location on Caribou Lake Road. Mr. Papko expressed his excitement to see them grow.
- The Airshow went well and the weather cooperated. There were no incidents at the event. There was slightly lower attendance, possibly due to the acts in the airshow and the early timing. Official numbers take a couple of months to receive. Looking forward to 2025, it will be held over July 4th. Contracts will include overtime/holiday pay recovery.
 - Mr. Papko shared that there is a second airshow happening over Lake Superior on July 31st. It will not be at the airport, but the planes will take off from the airport. This is being called the Air Spectacular with Canadian Forces Snowbirds and will be a one-day airshow to celebrate 100th year anniversary of the Canadian Air Force.
 - Dir. Hoff asked where specifically it is happening.
 - Mr. Papko shared that at the airport, the box is typically 2 miles by 700 feet. They will likely have a map on their website to identify the best viewing opportunities.
 - Dir. O'Brien asked if the DAA would receive any income from this airshow.
 - Mr. Papko shared that Military, including Canadian Military, does not pay landing fees, however the DAA would receive fueling concessions.
- Sky Harbor:
 - New Sky Harbor Airport Terminal: Mr. Papko shared that the punch list is almost completed, but the building is operating today. Furniture will be delivered soon.
 - New Snow Removal Equipment Building: The walk through was completed this week.
 - There is a ribbon cutting for the building on July 10th at 1pm.
 - Dir. Hoff offered his congratulations on the great work and accomplishments happening at Sky Harbor.
 - Cessna 180/185 Fly-in Recap: Mr. Papko shared that each type of aircraft has a National Club which does events. Sky Harbor was picked over two years ago to host the Cessna 180/185's first fly-in since the pandemic. Around 40 aircraft and 125 members attended. While the weather wasn't great, the event went really well. There were 250 aircraft operations over the weekend, including a fly out in the middle of the event to Isle Royale. The attendees were great to work with and the tenants were excited to talk with the incoming pilots. There were lots of compliments about how well the event was taken care of. No complaints from



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tenants were received about the increased traffic. With the success of this event and the new terminal/runway, there is an option to host larger events in the future.

- Dir. O'Brien asked if it is difficult to locate these national groups?
 - Mr. Papko confirmed that it is not difficult to locate the groups, as word spreads fast. Sky Harbor is a unique airport able to accommodate both land and amphibious aircraft.

C. Business/Property Development: Ms. Kayser provided an update on the following:

- Life Link Project Kick Off Recap: Ms. Kayser shared that there was a kickoff meeting on June 6th for this project following their success proposal to the RFP for the NBDA. This project has been a long time in the making, so it is exciting to see it moving forward. Ms. Kayser received the first draft of cost estimates from SEH and is developing a plan to move forward. She is also working with Mr. Enslin on the development agreement. Ms. Kayser will keep the board informed as this project continues.
- Airport Economic Development Summit: Mr. Kayser shared this is happening on July 16th in partnership with Kaplan and Kirsch. There is a 42 in-person attendance cap. Registration is currently at 31 in person and 9 virtual. Another reminder went out yesterday, so it is likely attendance numbers will increase.
- FBO Acquisition Due Diligence: Mr. Werner shared that work continues with the due diligence to put in an offer to purchase the FBO and is moving along well. While he cannot share specifics, he is excited about his opportunity. Mr. Werner shared that later he will ask the board to form a Task Force to allow a few board members to support Mr. Werner in this area. Throughout this process, Mr. Werner shared there has been great communication with Mr. Monaco and his team.

D. Financial Update: Ms. Bodin provided an update on the following:

- Audit Update: Ms. Bodin completed the Audit Exit Conference last week, with Dirs. O'Brien and Maki attending. The Auditors offered a clean opinion. There were a few verbal opinions to improve on, which will come before the board soon.
- 2025 Budget Kick-Off & Cycle: Ms. Bodin met with Dir. Henderson to discuss budgets. Ms. Bodin met with managers in the first week of June and will have one-on-one meetings with managers as needed. Then Operations Budgets are due to Mr. Papko in July, with the Full DAA draft together by August/September, to come before the board in September/October, and approved by Duluth City Council November/December.

E. Marketing/Communications: Mr. Werner provided an update on the following:

- Mr. Werner shared that Ms. Baker is now out on Maternity Leave until September.
- Sky Harbor Ribbon Cutting (July 10): Mr. Werner shared this event is at 1pm on July 10th and invitations will be going out shortly.
- Sky Harbor Art Show (June 15-30): This event highlighted a local artist in DYT's new facility and will be on display through June 30th. About 70 people attended the event last Saturday. This was a great event to get the public into the new terminal.
- Mr. Werner shared that there is a Media Plan Resolution for the next 12 months to align with the state's fiscal year.

F. Legislative Update: Mr. Werner provided an update on the following:

- The FAA Authorization Bill has been passed. The new bill includes increased amounts for AIP funding, discretionary grants, minimum entitlements, EAS funding and SCASD funding. It also requires the FAA to issue letters of intent for small airports when funding



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large projects that span multiple years. PFAS replacement program was authorized with \$350 million for new foam plus \$30 million to replace fire fighting vehicles. Still waiting for the Appropriation Bill to fund these programs.

- HF5157 & SF5242 DLH ATCT Bill: The state bonding request was not successful. Mr. Werner and Dir. Anderson have already started working on positioning for next year's budgets, including a bonding bill and being included with the Transportation Budget. Mr. Werner encouraged board members to speak with local legislators to keep the Tower Project at the front of mind. Their support will be critical in completing this project.
 - Dir. Anderson shared that there is a desire for a bonding bill next year on both sides of the aisle, but having a dual path is also helpful.
 - Dir. Hoff asked if there is a chance of the governor calling a special session for a bonding bill.
 - Dir. Anderson stated that the governor has stated he will not call a special session at this time.
 - Dir. Hoff asked for a list of local legislators who represent the airport.
 - Mr. Werner will put that together for the board.
 - Dir. Henderson asked if in lieu of the bonding bill not being issued, what is the repercussion on the FAA funding?
 - Mr. Werner shared that one is not tied to another. Based on our eligibility estimates, the project needs \$42 million in federal funding, which is funded at 95%. Anything that isn't eligible is 100% local share if state funding is not available. The state funding can cover the 5% match of federal funding or the local share. If federal funding doesn't go through, then will need to go back to the state to make up those funds, since this amount is not available locally. All partners understand the importance of this project to aviation in Duluth and the greater region but need support it fiscally.
- Upcoming Airport Terminal Program Grant Application: This is coming up faster than initially planned, so Mr. Werner and Mr. Papko are working to be prepared with the project team to submit as soon as July. Mr. Werner spoke with the delegation team in DC to align expectations with Executive Branch and DOT. They are working on a unified support of this project.
- \$45.9M to restore the LEO Reimbursement Program in FY25 DHS Appropriations Bill: The TSA unexpectedly had pulled the funding for LEO reimbursement, which had been relied on for years. Now in the FY25 Appropriation Bill, there is funding to restore this program. It is still going through committee process, but hopeful to restore it in the fall.
 - Dir. O'Brien asked if there will be a gap in the funding.
 - Mr. Werner stated there will be at least a 9-month gap, possibly more. Ms. Bodin noted that the last reimbursement ended May 1st.

G. Presentations/Tours/Travel Recap: Mr. Werner provided an update on the following:

- Mr. Werner shared that he attended the JumpStart Conference & Congressional Staff Meetings last month.

H. Other: Mr. Werner provided an update on the following:

- Mr. Werner shared that Ms. Briana Johnson will be joining the board next month and Mayor Reinert has also reappointed Dir. Kevin O'Brien to a second term.

- Dir. Maki thanked everyone for their reviews and moved to item II of the agenda.



II. *APPROVAL OF PREVIOUS MEETING MINUTES & OTHER CONSENT AGENDA ITEMS AS INDICATED BY *:

- A. Approval of May 15, 2024 Meeting Minutes
 - Dir. Maki entertained questions or a motion.
 - Motion: Dir. O'Brien
 - Second: Dir. Crawford
 - Abstain: None
 - Result: This resolution was adopted unanimously by roll call.

III. *DAA CASH DISBURSEMENTS

- A. Operating Check Registers #12-15 of 2024; Operating ACH Payment Register #12-16 of 2024; Construction ACH Register #7 of 2024; Construction ACH Pay.gov Register #2 of 2024.

IV. *CORRESPONDENCE

- A. DLH Construction Notice
 - i. May 16, 2024
 - ii. May 24, 2024
 - iii. June 3, 2024
 - iv. June 7, 2024
- B. DLH Building 100 Demolition Construction Notice
 - i. May 13, 2024
 - ii. June 11, 2024
- C. DYT Construction Newsletter.
 - i. May 15, 2024
 - ii. June 12, 2024
- D. May 14, 2024: Duluth Airport Authority Celebrates First Set of Hangars Built in 25 Years. Fox21Online.
- E. May 14, 2024: Duluth Airport Authority celebrates new hangar project. Northern News Now.
- F. June 5, 2024: Letter from Ryan Kern, President/Founder of Duluth Airshow.
- G. June 10, 2024: Email and Response regarding Data Practices Request for Midfield Ramp

V. OPPORTUNITY FOR PERSONS TO BE HEARD

- A. None.

VI. OLD BUSINESS

- A. None.

VII. NEW BUSINESS

- A. Resolution to Approve Amendment #1 between the Duluth Airport Authority and EXP, Inc, for the Design of a New Air Traffic Control Tower.
 - Mr. Papko shared that this is an amendment or change order to the design contract, as there have been a couple of items changed over the last couple of months. There were additional Geotech borings following the removal of Building 100, which were additional costs, but will pay off down the road. The Tower elevator was reconfigured based on FAA Tech Ops recommendations, which required additional wind tunnel testing. A 50% design submittal was also added to aid H+U in their estimates. There has been



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additional coordination with the city regarding the relocation of Stebner Road. The workorder included in the board packet was an overestimation, but the dollar figure in the resolution is the correct amount.

- Dir. Maki entertained questions or a motion.
 - Motion: Dir. Hoff
 - Second: Dir. Henderson
 - Abstain: None
 - Result: This resolution was adopted unanimously by roll call.

- B. Resolution to Approve the Retailer Concession Contract and Addendum Between the Duluth Airport Authority and Minnesota State Lottery.
 - Ms. Kayser shared that this is an annual renewal, with this being at least the 4th year, to have the lottery machines in the terminal. There are no changes and is a one-year term.
 - Dir. Maki entertained questions or a motion.
 - Motion: Dir. O'Brien
 - Second: Dir. Crawford
 - Abstain: None
 - Result: This resolution was adopted unanimously by roll call.

- C. Resolution to Approve the Termination of Sky Harbor Hangar 1 Seasonal Hangar Lease and the Air Tour Operator Agreement effective May 1, 2024, Between the Duluth Airport Authority and Weidendorf Investments LLC DBA Scenic Airrides.
 - Ms. Kayser shared Scenic Airrides has been at Sky Harbor since 2002 but has decided not to return this summer. While Ms. Kayser is disappointed to lose a tour operator, they were not as successful as someone could be in this space. They did not offer Walk Up Services, which have been successful in the past. This termination will also open space in Hangar 1. Lake Superior Helicopters (LSH) is operating at Sky Harbor every weekend this summer, which they have not offered before.
 - Dir. Maki asked if LSH offers walk up services.
 - Ms. Kayser confirmed they did both walk up and pre-arranged.
 - Dir. Hoff asked if LSH could use the reservation shed vacated by Scenic Airrides.
 - Ms. Kayser stated they are not interested in that space. She is working with LSH to decide on the best positions/space/equipment needed for their operations. They are currently operating on the patio of the new terminal, which seems to be very visible and easy to locate for customers.
 - Mr. Papko shared that the location of the reservation shed is where he is hoping to bring food trucks to Sky Harbor in the future.
 - Dir. Maki asked if there is a plan to fill the hangar space.
 - Ms. Kayser confirmed there is high demand for hangar space. It is likely LSH's helicopter would use that space.
 - Dir. Maki entertained questions or a motion.
 - Motion: Dir. Hoff
 - Second: Dir. Crawford
 - Abstain: None
 - Result: This resolution was adopted unanimously by roll call.

- D. Resolution to Approve an Increased Maximum Price of \$110,000 on the Property and Equipment Insurance Agreement with the City of Duluth.



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- Ms. Bodin shared following the approval at DAA's last board meeting, the City of Duluth has increased their cost estimates on Insurance. It is currently estimated at \$103,000, but the City approved a max of \$110,000 at their city council meeting. Therefore, wanted to bring this updated amount before the board. The final numbers will be presented when finalized.
- Dir. O'Brien asked if this is changing the maximum for the premium or in addition to the previously approved amount.
 - Ms. Bodin confirmed that this is the maximum.
- Dir. Maki entertained questions or a motion.
 - Motion: Dir. Henderson
 - Second: Dir. O'Brien
 - Abstain: None
 - Result: This resolution was adopted unanimously by roll call.

E. Resolution to Approve FY25 Marketing Plan and to Authorize Giant Voices to Place Media on Behalf of the DAA.

- Mr. Werner shared that Ms. Baker had completed this prior to her Maternity Leave. The Media Plan will continue to market to a diverse audience, including business and leisure travelers. Ads will include billboards, digital placements (including paid social posts and Google searches), print ads in business publications, and radio/TV spots. Mr. Werner shared a general schedule of different categories and the timelines. While this plan is for paid media, there will also be organic social posts planned for each month. The spending breakdown will be similar to last year, with a \$10,000 increase for digital spending. There is a total of \$142,000 planned for the 12 months, with \$112,000 from that being a state marketing grant and the remaining \$25,000 from DAA's budget.
 - Dir. O'Brien asked if the state grant has been consistent.
 - Mr. Werner shared that the grant is based on a formula based on the number of passengers. This is the highest amount the DAA has received since the pandemic.
- Dir. Maki entertained questions or a motion.
 - Motion: Dir. Henderson
 - Second: Dir. O'Brien
 - Abstain: None
 - Result: This resolution was adopted unanimously by roll call.

F. Resolution Approving the Creation of a Duluth Airport Authority Task Force on Fixed Based Operator Acquisition

- Mr. Werner shared that he values the board's support and advice on the complex issue of the possible acquisition of the Fixed Based Operator. In order to facilitate this, Mr. Werner is proposing the creation of a Task Force to include Dirs. Crawford, Hansen and Hoff as Task Force Members. They will serve as expert advisors and not in the capacity of Board Members during this process. This also works within the NDA terms. This does not relinquish any of the DAA Board's authority regarding final approval or acquisition. Members of the Task Force would still be voting members on any approval or acquisition.
 - Dir. Maki asked if there is any expectation of the Task Force to report back to the Board.
 - Mr. Werner recommended that he continue to be the voice reporting back to the board, but if the Task Force wishes to report back, they can. However,



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- there is an NDA in place surrounding this, so there is a need to be careful about the information shared in public forums.
- Dir. Maki expressed her thanks to the Task Force Members who stepped up to help navigate these conversations.
 - Dir. Maki entertained questions or a motion.
 - Motion: Dir. O'Brien
 - Second: Dir. Henderson
 - Abstain: None
 - Result: This resolution was adopted unanimously by roll call.
- G. Resolution to Approve Employee Incentive Award to Tristan Durfee in the amount of \$1,000.00.
- Mr. Papko reminded the board that earlier he had discussed how busy Sky Harbor has been. Mr. Durfee is the Sky Harbor Manager for the last year. During this time, Mr. Papko has had Mr. Durfee relocate to a temporary office space, and manage two construction sites, including dewatering processes, while still managing the airport and pulling off the large Fly-In Event. Mr. Durfee has worked 7 days in a row to accomplish all of this. In addition, Mr. Durfee went above and beyond to get additional training to help handle aircraft during the Fly-In. Mr. Papko shared that Mr. Durfee has been a model employee and is a young manager who will be crucial to the growth of the DAA.
 - Dir. Maki entertained questions or a motion.
 - Motion: Dir. Hoff
 - Second: Dir. Crawford
 - Dir. Maki shared that with Mr. Werner's note from the board packet, it is clear Mr. Durfee does a very good job and is very dedicated to Sky Harbor.
 - Dir. Hoff stated he has been at Sky Harbor for 30 years with multiple airport managers and Mr. Durfee is a rock star and sets the right vibe for the new facility.
 - Abstain: None
 - Result: This resolution was adopted unanimously by roll call.
- H. Resolution to Approve the Selection of Duluth Airport Authority Officers effective July 1, 2024.
- Dir. Maki recommended appointing Dir. O'Brien as President, Dir. Henderson as Vice President and Dir. Anderson as Secretary for the next year.
 - Dir. Maki shared that in her years as President, it has been great to work with everyone. She encouraged all board members to step up to officer positions as the roles become available. She is happy to be leaving the reins in Dir. O'Brien's hands, with the support of Dir. Henderson as Vice President and Dir. Anderson as Secretary.
 - Dir. Henderson stated that it was great working with Dir. Maki.
 - Dir. O'Brien shared that he has learned a lot from Dir. Maki about leadership and hopes to do as good at President as Dir. Maki has done.
 - Dir. Maki entertained questions or a motion.
 - Motion: Dir. Maki
 - Abstain: None
 - Result: This resolution was adopted unanimously by roll call.
- I. *April 2023 Financial Reports
- J. *June 2024 Accounts Receivable



DULUTH AIRPORT AUTHORITY

K. *May 2024 Airline Statistics, Landline Statistics

VIII. DIRECTOR'S REPORTS

- A. Dir. O'Brien shared that the audit work that he participated in showed that Ms. Bodin and her team have done amazing work on this. He thanked Ms. Bodin for managing the financial end of this organization.

ADJOURN: The meeting was adjourned at 9:27 a.m.

Respectfully submitted,

Jenny Delnay
Administrative Coordinator

Tom
Werner

Digitally signed by
Tom Werner
Date: 2024.07.10
08:12:07 -05'00'

Approved: _____

DAA Executive Director

III. Cash Disbursements

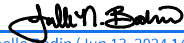
**DAA Operating Check Register #16-2024
June 13, 2024**

Document Number From 12170 through 12181

Document Number	Date	Transaction Type	Payee	Amount
12170	6/13/2024	BILLPMT	AT&T Mobility	\$476.14
12171	6/13/2024	BILLPMT	Baker, Natalie	\$60.00
12172	6/13/2024	BILLPMT	City Of Duluth Comfort Systems	\$15,140.05
12173	6/13/2024	BILLPMT	Johnstone Supply	\$734.70
12174	6/13/2024	BILLPMT	Lake City Towing	\$300.00
12175	6/13/2024	BILLPMT	Mentor North	\$1,000.00
12176	6/13/2024	BILLPMT	Minnesota Power	\$31,272.35
12177	6/13/2024	BILLPMT	Nextera Communications	\$2,427.21
12178	6/13/2024	BILLPMT	SFM	\$8,990.00
12179	6/13/2024	BILLPMT	Sherwin-Williams Co.	\$436.21
12180	6/13/2024	BILLPMT	Taylor, Dan	\$60.00
12181	6/13/2024	BILLPMT	U.S. Customs and Border Protection	\$872.47
			Total	<u>\$61,769.13</u>



Airport Director



Joelle Bodin (Jun 13, 2024 14:25 CDT)

Finance Director

Tom Werner

Executive Director



Kim Maki (Jun 13, 2024 14:21 CDT)

Board President



Jos Bailey (Jun 18, 2024 08:08 CDT)

City Treasury












Operating Check Register #16-2024

Final Audit Report

2024-06-18

Created:	2024-06-13
By:	Kathy Leon (kleon@duluthairport.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3PXkEchYIzafAT5lwQ1jnA8RXjubaHWe

"Operating Check Register #16-2024" History


-  Document created by Kathy Leon (kleon@duluthairport.com)
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2024-06-13 - 7:19:27 PM GMT
-  Document emailed to Tom Werner (twerner@duluthairport.com) for signature
2024-06-13 - 7:19:27 PM GMT
-  Document emailed to makik@stlouiscountymn.gov for signature
2024-06-13 - 7:19:27 PM GMT
-  Document emailed to Josh Bailey (jbailey@duluthmn.gov) for signature
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-  Email viewed by Tom Werner (twerner@duluthairport.com)
2024-06-13 - 7:20:21 PM GMT
-  Email viewed by makik@stlouiscountymn.gov
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2024-06-13 - 7:21:19 PM GMT
-  Document e-signed by Kim Maki (makik@stlouiscountymn.gov)
Signature Date: 2024-06-13 - 7:21:21 PM GMT - Time Source: server
-  Email viewed by Joelle Bodin (jbodin@duluthairport.com)
2024-06-13 - 7:21:23 PM GMT

 Document e-signed by Joelle Bodin (jbodin@duluthairport.com)

Signature Date: 2024-06-13 - 7:25:28 PM GMT - Time Source: server

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2024-06-18 - 1:08:07 PM GMT

 Document e-signed by Josh Bailey (jbailey@duluthmn.gov)

Signature Date: 2024-06-18 - 1:08:16 PM GMT - Time Source: server

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2024-06-18 - 1:08:16 PM GMT


**DAA Operating Check Register #17-2024
June 21, 2024**

Document Number From 12182 through 12192

Document Number	Date	Transaction Type	Payee	Amount
12182	6/21/2024	BILLPMT	Amish Furniture Haus	\$3,175.80
12183	6/21/2024	BILLPMT	Ascendance Trucks Central, LLC	\$289.60
12184	6/21/2024	BILLPMT	Commissioner of Transportation	\$1,319.35
12185	6/21/2024	BILLPMT	Data Center Systems, Inc.	\$375.00
12186	6/21/2024	BILLPMT	Essentia Health	\$308.00
12187	6/21/2024	BILLPMT	Johnstone Supply	\$680.28
12188	6/21/2024	BILLPMT	NAPA Auto Parts	\$517.04
12189	6/21/2024	BILLPMT	Northern Tool & Equipment	\$389.99
12190	6/21/2024	BILLPMT	O'Day Equipment	\$387.28
12191	6/21/2024	BILLPMT	St. Joseph Equipment Inc.	\$140.76
12192	6/21/2024	BILLPMT	Superior Shooters Supply LTD	\$191.92
Total				<u>\$7,775.02</u>



Airport Director




Joelle Bodin (Jun 21, 2024 14:56 CDT)
Finance Director

Tom Werner

Executive Director

Kim Maki

Kim Maki (Jun 24, 2024 11:59 CDT)

Board President


Jos Bailey (Jun 21, 2024 14:29 CDT)

City Treasury












Operating Check Register #17-2024

Final Audit Report

2024-06-24


Created:	2024-06-21
By:	Kathy Leon (kleon@duluthairport.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAABJ__qgo4UIKockBsBmi85Zlo8ztulx0l

"Operating Check Register #17-2024" History

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2024-06-21 - 7:17:01 PM GMT
-  Document emailed to Tom Werner (twerner@duluthairport.com) for signature
2024-06-21 - 7:17:01 PM GMT
-  Document emailed to makik@stlouiscountymn.gov for signature
2024-06-21 - 7:17:01 PM GMT
-  Document emailed to Josh Bailey (jbailey@duluthmn.gov) for signature
2024-06-21 - 7:17:01 PM GMT
-  Email viewed by Josh Bailey (jbailey@duluthmn.gov)
2024-06-21 - 7:28:33 PM GMT
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-  Email viewed by Joelle Bodin (jbodin@duluthairport.com)
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-  Email viewed by Tom Werner (twerner@duluthairport.com)
2024-06-24 - 12:27:33 PM GMT
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2024-06-24 - 4:59:11 PM GMT

 Signer makik@stlouiscountymn.gov entered name at signing as Kim Maki

2024-06-24 - 4:59:35 PM GMT

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Signature Date: 2024-06-24 - 4:59:37 PM GMT - Time Source: server

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2024-06-24 - 4:59:37 PM GMT


DAA Operating Check Register #18-2024
June 28, 2024

Document Number From 12193 through 12196

Document Number	Date	Transaction Type	Payee	Amount
12193	6/28/2024	BILLPMT	Bobcat Of Duluth, Inc.	\$10,255.72
12194	6/28/2024	CHK	Citi Cards	\$5,007.34
12195	6/28/2024	BILLPMT	DSC Communications	\$125.00
12196	6/28/2024	CHK	WF Bus Payment Processing - Tom	\$1,800.70
Total				<u>\$17,188.76</u>



Airport Director

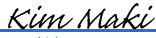


Joelle Bodin (Jun 28, 2024 12:38 CDT)

Finance Director


Tom Werner

Executive Director



Kim Maki (Jun 28, 2024 13:10 CDT)

Board President



Jos Bailey (Jun 28, 2024 12:57 CDT)

City Treasury












Operating Check Register #18-2024

Final Audit Report

2024-06-28

Created:	2024-06-28
By:	Kathy Leon (kleon@duluthairport.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXKhKmqjHX2IVquO-rAlmVpHxD8HkLXn8

"Operating Check Register #18-2024" History

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2024-06-28 - 5:57:05 PM GMT
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2024-06-28 - 6:10:43 PM GMT
-  Signer makik@stlouiscountymn.gov entered name at signing as Kim Maki
2024-06-28 - 6:10:55 PM GMT

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Signature Date: 2024-06-28 - 6:10:57 PM GMT - Time Source: server

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2024-06-28 - 8:58:39 PM GMT

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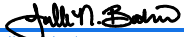
DAA Operating ACH Payment Register #17-2024
June 14, 2024

Confirmation #1650343

Document Number	Date	Transaction Type	Payee	Amount
00000133/1	6/14/2024	BILLPMT	1 MediaUSA Advertising Inc	\$1,115.00
00000133/10	6/14/2024	BILLPMT	Cummins Inc.	\$1,218.72
00000133/11	6/14/2024	BILLPMT	Decomm Ventures, LP	\$525.00
00000133/12	6/14/2024	BILLPMT	Durfee, Tristan	\$60.00
00000133/13	6/14/2024	BILLPMT	Graves, John	\$60.00
00000133/14	6/14/2024	BILLPMT	Imperial Dade	\$188.83
00000133/15	6/14/2024	BILLPMT	Kayser, Jana	\$60.00
00000133/16	6/14/2024	BILLPMT	Kelly Bosiacki	\$1,000.00
00000133/17	6/14/2024	BILLPMT	Kleen-Tech	\$23,566.89
00000133/18	6/14/2024	BILLPMT	Leon, Kathy	\$60.00
00000133/19	6/14/2024	BILLPMT	Menards - Hermantown	\$39.88
00000133/2	6/14/2024	BILLPMT	Aramark	\$4,967.01
00000133/20	6/14/2024	BILLPMT	Menards - Hermantown	\$35.94
00000133/21	6/14/2024	BILLPMT	Menards - Hermantown	\$71.91
00000133/22	6/14/2024	BILLPMT	Menards - Hermantown	\$47.94
00000133/23	6/14/2024	BILLPMT	Menards - Hermantown	\$83.40
00000133/24	6/14/2024	BILLPMT	Metro Sales, Inc.	\$14.40
00000133/25	6/14/2024	BILLPMT	Oakwells CR LLC	\$21.10
00000133/26	6/14/2024	BILLPMT	Oakwells CR LLC	\$3.60
00000133/27	6/14/2024	BILLPMT	Papko, Mark	\$60.00
00000133/28	6/14/2024	BILLPMT	Papko, Mark	\$185.43
00000133/29	6/14/2024	BILLPMT	Paul Bunyan Communications	\$3,460.00
00000133/3	6/14/2024	BILLPMT	B&F Fastener Supply	\$3.97
00000133/30	6/14/2024	BILLPMT	Schindler Elevator Corp	\$1,446.51
00000133/31	6/14/2024	BILLPMT	Sinnott, Paul	\$60.00
00000133/32	6/14/2024	BILLPMT	Snell, Matthew J	\$60.00
00000133/33	6/14/2024	BILLPMT	Spades LLC	\$885.00
00000133/34	6/14/2024	BILLPMT	State Supply	\$84.06
00000133/35	6/14/2024	BILLPMT	Twin Ports Paper Supply, Inc	\$462.50
00000133/36	6/14/2024	BILLPMT	Twin Ports Paper Supply, Inc	\$514.77
00000133/37	6/14/2024	BILLPMT	Waste Management of WI-MN	\$110.13
00000133/38	6/14/2024	BILLPMT	Waste Management of WI-MN	\$301.14
00000133/39	6/14/2024	BILLPMT	Waste Management of WI-MN	\$1,868.96
00000133/4	6/14/2024	BILLPMT	B&F Fastener Supply	\$18.72
00000133/40	6/14/2024	BILLPMT	Waste Management of WI-MN	\$311.41
00000133/41	6/14/2024	BILLPMT	Welch, Ryan	\$60.00
00000133/42	6/14/2024	BILLPMT	Werner, Thomas	\$60.00
00000133/43	6/14/2024	BILLPMT	Windcave Inc.	\$313.40
00000133/5	6/14/2024	BILLPMT	Baker, Natalie M	\$130.14
00000133/6	6/14/2024	BILLPMT	Barnum Companies, Inc.	\$3,174.90
00000133/7	6/14/2024	BILLPMT	Benson Electric Company	\$118.00
00000133/8	6/14/2024	BILLPMT	Bodin, Joelle	\$60.00
00000133/9	6/14/2024	BILLPMT	Border States	\$787.52
			Total	<u>\$47,676.18</u>



Airport Director

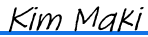


Joelle bodin (Jun 13, 2024 13:51 CDT)

Finance Director

Tom Wessner

Executive Director



Kim Maki (Jun 13, 2024 13:45 CDT)

Board President



Jos Bailey (Jun 18, 2024 08:50 CDT)

City Treasury












Operating ACH Payment Register #17-2024

Final Audit Report

2024-06-18

Created:	2024-06-13
By:	Kathy Leon (kleon@duluthairport.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAABAAK8BcsHypYH5UBO9f6ELsc4_uxOeycdxO

"Operating ACH Payment Register #17-2024" History


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2024-06-13 - 6:43:53 PM GMT
-  Document emailed to Tom Werner (twerner@duluthairport.com) for signature
2024-06-13 - 6:43:53 PM GMT
-  Document emailed to makik@stlouiscountymn.gov for signature
2024-06-13 - 6:43:53 PM GMT
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2024-06-13 - 6:43:54 PM GMT
-  Email viewed by makik@stlouiscountymn.gov
2024-06-13 - 6:44:38 PM GMT
-  Signer makik@stlouiscountymn.gov entered name at signing as Kim Maki
2024-06-13 - 6:45:03 PM GMT
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-  Email viewed by Tom Werner (twerner@duluthairport.com)
2024-06-13 - 6:45:56 PM GMT
-  Document e-signed by Tom Werner (twerner@duluthairport.com)
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-  Email viewed by Joelle Bodin (jbodin@duluthairport.com)
2024-06-13 - 6:51:24 PM GMT

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Signature Date: 2024-06-13 - 6:51:42 PM GMT - Time Source: server

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2024-06-18 - 1:49:20 PM GMT

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Signature Date: 2024-06-18 - 1:50:22 PM GMT - Time Source: server

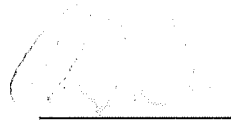
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DAA Operating ACH Payment Register #18-2024
June 24, 2024

Confirmation #1730278

Document Number	Date	Transaction Type	Payee	Amount
00000135/1	6/24/2024	BILLPMT	Batteries Plus	\$327.58
00000135/10	6/24/2024	BILLPMT	Guardian Pest Solutions	\$78.00
00000135/11	6/24/2024	BILLPMT	Guardian Pest Solutions	\$54.00
00000135/12	6/24/2024	BILLPMT	HUB Parking Technology USA, Inc	\$730.22
00000135/13	6/24/2024	BILLPMT	Inter City Oil (ICO)	\$101.63
00000135/14	6/24/2024	BILLPMT	Inter City Oil (ICO)	\$3,201.06
00000135/15	6/24/2024	BILLPMT	Jamar Company	\$13,068.00
00000135/16	6/24/2024	BILLPMT	Johnson Controls	\$1,489.38
00000135/17	6/24/2024	BILLPMT	Mellin Promotional Advertising	\$718.27
00000135/18	6/24/2024	BILLPMT	Menards - Hermantown	\$97.67
00000135/19	6/24/2024	BILLPMT	Menards - Hermantown	\$103.80
00000135/2	6/24/2024	BILLPMT	Best Oil Company	\$5,929.76
00000135/20	6/24/2024	BILLPMT	Menards - Hermantown	\$103.96
00000135/21	6/24/2024	BILLPMT	Menards - Hermantown	\$79.93
00000135/22	6/24/2024	BILLPMT	Menards - Hermantown	\$39.33
00000135/23	6/24/2024	BILLPMT	Menards - Hermantown	\$27.67
00000135/24	6/24/2024	BILLPMT	Menards - Hermantown	\$34.49
00000135/25	6/24/2024	BILLPMT	Menards - Hermantown	\$60.97
00000135/26	6/24/2024	BILLPMT	Menards - Hermantown	\$14.94
00000135/27	6/24/2024	BILLPMT	Menards - Hermantown	\$65.37
00000135/28	6/24/2024	BILLPMT	Menards - Hermantown	\$97.62
00000135/29	6/24/2024	BILLPMT	Menards - Hermantown	\$183.83
00000135/3	6/24/2024	BILLPMT	Doorco Inc.	\$9,420.96
00000135/30	6/24/2024	BILLPMT	Menards - Hermantown	\$31.47
00000135/31	6/24/2024	BILLPMT	Menards - Hermantown	\$152.63
00000135/32	6/24/2024	BILLPMT	Menards - Hermantown	\$27.56
00000135/33	6/24/2024	BILLPMT	Menards - West Duluth	\$47.79
00000135/34	6/24/2024	BILLPMT	Mobile Radio Engineering, Inc.	\$685.66
00000135/35	6/24/2024	BILLPMT	Oberon3, Inc.	\$126.00
00000135/36	6/24/2024	BILLPMT	Pomp's Tire Service, Inc.	\$58.87
00000135/37	6/24/2024	BILLPMT	Sherwin-Williams Co.	\$145.15
00000135/38	6/24/2024	BILLPMT	Spectrum Enterprise	\$190.84
00000135/39	6/24/2024	BILLPMT	Strayer, Elijah	\$164.99
00000135/4	6/24/2024	BILLPMT	Giant Voices LLC	\$11,000.00
00000135/40	6/24/2024	BILLPMT	Twin Ports Paper Supply, Inc	\$353.00
00000135/41	6/24/2024	BILLPMT	Twin Ports Paper Supply, Inc	\$653.65
00000135/42	6/24/2024	BILLPMT	Ziegler, Inc.	\$309.57
00000135/43	6/24/2024	BILLPMT	Ziegler, Inc.	\$2,717.73
00000135/5	6/24/2024	BILLPMT	Giant Voices LLC	\$11,257.59
00000135/6	6/24/2024	BILLPMT	Giant Voices LLC	\$100.00
00000135/7	6/24/2024	BILLPMT	Giant Voices LLC	\$300.00
00000135/8	6/24/2024	BILLPMT	Graves, John B	\$914.37
00000135/9	6/24/2024	BILLPMT	Guardian Pest Solutions	\$78.00
			Total	<u>\$65,343.31</u>



Airport Director



Joelle Bodin (Jun 21, 2024 13:40 CDT)

Finance Director

Tom Werner

Executive Director



Kim Maki (Jun 24, 2024 11:59 CDT)

Board President



Jos Bailey (Jun 21, 2024 13:39 CDT)

City Treasury












Operating ACH Payment Register #18-2024

Final Audit Report

2024-06-24

Created:	2024-06-21
By:	Kathy Leon (kleon@duluthairport.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQpAkouI8XlXgJDc2Us0W5JyvoRh6Gt2x

"Operating ACH Payment Register #18-2024" History


-  Document created by Kathy Leon (kleon@duluthairport.com)
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-  Document emailed to Joelle Bodin (jbodin@duluthairport.com) for signature
2024-06-21 - 6:38:56 PM GMT
-  Document emailed to Tom Werner (twerner@duluthairport.com) for signature
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-  Document emailed to makik@stlouiscountymn.gov for signature
2024-06-21 - 6:38:56 PM GMT
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2024-06-21 - 6:38:56 PM GMT
-  Email viewed by Josh Bailey (jbailey@duluthmn.gov)
2024-06-21 - 6:39:11 PM GMT
-  Document e-signed by Josh Bailey (jbailey@duluthmn.gov)
Signature Date: 2024-06-21 - 6:39:20 PM GMT - Time Source: server
-  Email viewed by Joelle Bodin (jbodin@duluthairport.com)
2024-06-21 - 6:40:38 PM GMT
-  Document e-signed by Joelle Bodin (jbodin@duluthairport.com)
Signature Date: 2024-06-21 - 6:40:58 PM GMT - Time Source: server
-  Email viewed by makik@stlouiscountymn.gov
2024-06-21 - 6:53:54 PM GMT
-  Email viewed by Tom Werner (twerner@duluthairport.com)
2024-06-24 - 12:27:04 PM GMT

 Document e-signed by Tom Werner (twerner@duluthairport.com)

Signature Date: 2024-06-24 - 12:27:23 PM GMT - Time Source: server

 Signer makik@stlouiscountymn.gov entered name at signing as Kim Maki

2024-06-24 - 4:59:01 PM GMT

 Document e-signed by Kim Maki (makik@stlouiscountymn.gov)

Signature Date: 2024-06-24 - 4:59:03 PM GMT - Time Source: server

 Agreement completed.

2024-06-24 - 4:59:03 PM GMT


DAA Operating ACH Payment Register #19-2024 July 1, 2024

Confirmation #1800203

Document Number	Date	Transaction Type	Payee	Amount
00000136/1	7/1/2024	BILLPMT	Citon	\$757.10
00000136/10	7/1/2024	BILLPMT	Metro Sales, Inc.	\$349.07
00000136/11	7/1/2024	BILLPMT	Oakwells CR LLC	\$389.40
00000136/12	7/1/2024	BILLPMT	Sherwin-Williams Co.	\$39.48
00000136/13	7/1/2024	BILLPMT	Snell, Matthew J	\$20.00
00000136/14	7/1/2024	BILLPMT	Strayer, Elijah	\$265.00
00000136/15	7/1/2024	BILLPMT	Twin Ports Paper Supply, Inc	\$118.50
00000136/2	7/1/2024	BILLPMT	Citon	\$8,734.32
00000136/3	7/1/2024	BILLPMT	Citon	\$753.71
00000136/4	7/1/2024	BILLPMT	Citon	\$7,691.31
00000136/5	7/1/2024	BILLPMT	Citon	\$1,060.00
00000136/6	7/1/2024	BILLPMT	General Security Services Corporation	\$1,882.94
00000136/7	7/1/2024	BILLPMT	General Security Services Corporation	\$25,711.77
00000136/8	7/1/2024	BILLPMT	General Security Services Corporation	\$24,743.52
00000136/9	7/1/2024	BILLPMT	Hermantown Area Chamber	\$500.00
Total				\$73,016.12



Airport Director



Joelle Bodin (Jun 28, 2024 11:47 CDT)

Finance Director

Tom Werner

Executive Director



Kim Maki (Jun 28, 2024 12:01 CDT)

Board President



Jos Bailey (Jun 28, 2024 11:58 CDT)

City Treasury












Operating ACH Payment Register #19-2024

Final Audit Report

2024-06-28

Created:	2024-06-28
By:	Kathy Leon (kleon@duluthairport.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAI9oaYpARnFvuKQwzxEDdgrdpjcOen9AB

"Operating ACH Payment Register #19-2024" History

-  Document created by Kathy Leon (kleon@duluthairport.com)
2024-06-28 - 4:46:44 PM GMT
-  Document emailed to Joelle Bodin (jbodin@duluthairport.com) for signature
2024-06-28 - 4:46:48 PM GMT
-  Document emailed to Tom Werner (twerner@duluthairport.com) for signature
2024-06-28 - 4:46:48 PM GMT
-  Document emailed to makik@stlouiscountymn.gov for signature
2024-06-28 - 4:46:49 PM GMT
-  Document emailed to Josh Bailey (jbailey@duluthmn.gov) for signature
2024-06-28 - 4:46:49 PM GMT
-  Email viewed by Joelle Bodin (jbodin@duluthairport.com)
2024-06-28 - 4:47:28 PM GMT
-  Document e-signed by Joelle Bodin (jbodin@duluthairport.com)
Signature Date: 2024-06-28 - 4:47:55 PM GMT - Time Source: server
-  Email viewed by Josh Bailey (jbailey@duluthmn.gov)
2024-06-28 - 4:57:57 PM GMT
-  Document e-signed by Josh Bailey (jbailey@duluthmn.gov)
Signature Date: 2024-06-28 - 4:58:42 PM GMT - Time Source: server
-  Email viewed by makik@stlouiscountymn.gov
2024-06-28 - 5:00:50 PM GMT
-  Signer makik@stlouiscountymn.gov entered name at signing as Kim Maki
2024-06-28 - 5:01:06 PM GMT

 Document e-signed by Kim Maki (makik@stlouiscountymn.gov)

Signature Date: 2024-06-28 - 5:01:08 PM GMT - Time Source: server

 Email viewed by Tom Werner (twerner@duluthairport.com)

2024-06-28 - 8:57:55 PM GMT

 Document e-signed by Tom Werner (twerner@duluthairport.com)

Signature Date: 2024-06-28 - 8:58:28 PM GMT - Time Source: server

 Agreement completed.

2024-06-28 - 8:58:28 PM GMT

Duluth Airport Authority
DAA Construction ACH Payment Register #8-2024
June 21, 2024

Confirmation #1720140

Document Number	Date	Transaction Type	Payee	Amount
00000134/1	6/21/2024	BILLPMT	1 A. G. O'Brien Plumbing & Heating	\$12,887.94
00000134/10	6/21/2024	BILLPMT	1 Midland Door Solutions	\$115,950.00
00000134/11	6/21/2024	BILLPMT	1 Prairie Restorations, Inc.	\$45,867.00
00000134/12	6/21/2024	BILLPMT	1 Radotich, Inc.	\$77,704.00
00000134/13	6/21/2024	BILLPMT	1 Radotich, Inc.	\$1,425.00
00000134/14	6/21/2024	BILLPMT	1 Short Elliott Hendrickson	\$1,824.00
00000134/2	6/21/2024	BILLPMT	1 A. G. O'Brien Plumbing & Heating	\$3,187.25
00000134/3	6/21/2024	BILLPMT	1 EXP US Services, Inc.	\$754,567.18
00000134/4	6/21/2024	BILLPMT	1 Gardner Builders Duluth, LLC	\$68,662.25
00000134/5	6/21/2024	BILLPMT	1 Gardner Builders Duluth, LLC	\$151,286.73
00000134/6	6/21/2024	BILLPMT	1 Hoffman + Uhlorn Construction, Inc.	\$19,030.00
00000134/7	6/21/2024	BILLPMT	1 KGM Contractors	\$152,266.00
00000134/8	6/21/2024	BILLPMT	1 KGM Contractors	\$360,769.72
00000134/9	6/21/2024	BILLPMT	1 Kraus Anderson Construction Co	\$32,713.67
Total				\$1,798,140.74



 Airport Director


 Joelle Bodin (Jun 20, 2024 10:55 CDT)

 Finance Director

Tom Werner

 Executive Director


 Kim Maki (Jun 20, 2024 11:03 CDT)

 Board President


 Jos Bailey (Jun 20, 2024 10:12 CDT)

 City Treasury












Construction ACH Payment Register #8-2024

Final Audit Report

2024-06-20

Created:	2024-06-20
By:	Kathy Leon (kleon@duluthairport.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJAbYsTpxhIAfA69pKAXyhdOlfZtxKcXY

"Construction ACH Payment Register #8-2024" History

-  Document created by Kathy Leon (kleon@duluthairport.com)
2024-06-20 - 3:09:38 PM GMT
-  Document emailed to Joelle Bodin (jbodin@duluthairport.com) for signature
2024-06-20 - 3:09:41 PM GMT
-  Document emailed to Tom Werner (twerner@duluthairport.com) for signature
2024-06-20 - 3:09:41 PM GMT
-  Document emailed to makik@stlouiscountymn.gov for signature
2024-06-20 - 3:09:42 PM GMT
-  Document emailed to Josh Bailey (jbailey@duluthmn.gov) for signature
2024-06-20 - 3:09:42 PM GMT
-  Email viewed by Josh Bailey (jbailey@duluthmn.gov)
2024-06-20 - 3:11:49 PM GMT
-  Document e-signed by Josh Bailey (jbailey@duluthmn.gov)
Signature Date: 2024-06-20 - 3:12:00 PM GMT - Time Source: server
-  Email viewed by Joelle Bodin (jbodin@duluthairport.com)
2024-06-20 - 3:53:00 PM GMT
-  Document e-signed by Joelle Bodin (jbodin@duluthairport.com)
Signature Date: 2024-06-20 - 3:55:00 PM GMT - Time Source: server
-  Email viewed by makik@stlouiscountymn.gov
2024-06-20 - 4:02:42 PM GMT
-  Signer makik@stlouiscountymn.gov entered name at signing as Kim Maki
2024-06-20 - 4:03:06 PM GMT

 Document e-signed by Kim Maki (makik@stlouiscountymn.gov)

Signature Date: 2024-06-20 - 4:03:08 PM GMT - Time Source: server

 Email viewed by Tom Werner (twerner@duluthairport.com)

2024-06-20 - 4:11:50 PM GMT

 Document e-signed by Tom Werner (twerner@duluthairport.com)

Signature Date: 2024-06-20 - 4:11:59 PM GMT - Time Source: server

 Agreement completed.

2024-06-20 - 4:11:59 PM GMT


**Duluth Airport Authority
DAA Construction ACH Payment Register #9-2024
July 3, 2024**

Confirmation #1840302

Document Number	Date	Transaction Type	Payee	Amount
0000013711	7/3/2024	BILLPMT	1 Kraus Anderson Construction Co	\$3,414.12
0000013712	7/3/2024	BILLPMT	1 Short Elliott Hendrickson	\$2,490.00
0000013713	7/3/2024	BILLPMT	1 Short Elliott Hendrickson	\$38,600.00
0000013714	7/3/2024	BILLPMT	1 Short Elliott Hendrickson	\$69,100.00
0000013715	7/3/2024	BILLPMT	1 Short Elliott Hendrickson	\$48,240.00
0000013716	7/3/2024	BILLPMT	1 Short Elliott Hendrickson	\$7,730.00
0000013717	7/3/2024	BILLPMT	1 Short Elliott Hendrickson	\$5,500.00
0000013718	7/3/2024	BILLPMT	1 Short Elliott Hendrickson	\$14,440.00
0000013719	7/3/2024	BILLPMT	1 Urban Companies	\$194,058.24
Total				\$383,572.36




Airport Director



Joelle Bodin (Jul 2, 2024 16:38 CDT)
Finance Director

Tom Werner

Executive Director



Kevin O'Brien (Jul 2, 2024 13:00 CDT)

Board President



Jos Bailey (Jul 2, 2024 13:01 CDT)

City Treasury












Construction ACH Payment Register #9-2024

Final Audit Report

2024-07-02

Created:	2024-07-02
By:	Kathy Leon (kleon@duluthairport.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAN3jqKJKTzxUD1p8kyWJH2zRnLcBHMgvg

"Construction ACH Payment Register #9-2024" History

-  Document created by Kathy Leon (kleon@duluthairport.com)
2024-07-02 - 5:56:57 PM GMT
-  Document emailed to Joelle Bodin (jbodin@duluthairport.com) for signature
2024-07-02 - 5:57:05 PM GMT
-  Document emailed to Tom Werner (twerner@duluthairport.com) for signature
2024-07-02 - 5:57:06 PM GMT
-  Document emailed to info@kevinobrienrealtor.com for signature
2024-07-02 - 5:57:06 PM GMT
-  Document emailed to Josh Bailey (jbailey@duluthmn.gov) for signature
2024-07-02 - 5:57:06 PM GMT
-  Email viewed by info@kevinobrienrealtor.com
2024-07-02 - 5:59:48 PM GMT
-  Signer info@kevinobrienrealtor.com entered name at signing as Kevin O'Brien
2024-07-02 - 6:00:40 PM GMT
-  Document e-signed by Kevin O'Brien (info@kevinobrienrealtor.com)
Signature Date: 2024-07-02 - 6:00:42 PM GMT - Time Source: server
-  Email viewed by Josh Bailey (jbailey@duluthmn.gov)
2024-07-02 - 6:01:37 PM GMT
-  Document e-signed by Josh Bailey (jbailey@duluthmn.gov)
Signature Date: 2024-07-02 - 6:01:45 PM GMT - Time Source: server
-  Email viewed by Tom Werner (twerner@duluthairport.com)
2024-07-02 - 6:26:34 PM GMT

 Document e-signed by Tom Werner (twerner@duluthairport.com)

Signature Date: 2024-07-02 - 6:26:43 PM GMT - Time Source: server

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2024-07-02 - 9:37:17 PM GMT

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Signature Date: 2024-07-02 - 9:38:04 PM GMT - Time Source: server

 Agreement completed.

2024-07-02 - 9:38:04 PM GMT



Construction Newsletter

Duluth International Airport (DLH)

June 14, 2024

Taxiway A - Phase 3 Reconstruction

This week, KGM removed the existing Taxiway A and Tower Ramp pavement and started excavating to the bottom of the new pavement section. The location of the new Tower Ramp connector was excavated, and KGM has started building the new pavement section. Parsons continues working on the underground infrastructure for the DAA and FAA electrical systems.

Next week, KGM will continue excavation along TWY A and TWY C and begin building up the first layer of the pavement section. KGM is crushing the existing pavement to be re-used as part of the first layer of the new pavement section! The drain tile and storm sewer installation are anticipated to be started as well. Parsons anticipates beginning to pull electrical cables through the new infrastructure.

RUNWAY 3/21 IS EXPECTED TO BE CLOSED FROM JUNE 17 THROUGH JUNE 23. TAXIWAY C3 WILL REMAIN OPEN FOR CROSSING. PLEASE REVIEW NOTAMS.

THE PLANNED RUNWAY 9/27 CLOSURE IS TENTATIVELY SCHEDULED FOR MID-JULY. MORE DETAILS TO FOLLOW IN THE COMING WEEKS.

Project Phasing Documents

- [Phase 3 \(A, A-1,B\). \[PDF\]](#)
- [Phase 3 \(C, C-1\). \[PDF\]](#)

Anticipated Project Schedule - Subject to change

- TWY A Phase 3B (RWY 9/27 Closure) - Dates TBD
- TWY C Phase 3C: July 31 - October 14
- TWY C Phase 3C-1 (RWY 3/21 Closure): Dates TBD



Runway 27 PAPI Replacement

The Runway 27 Precision Approach Path Indicator (PAPI) replacement is anticipated to begin following the completion of the ongoing FAA utility work. The PAPI will be replaced in the same location as the existing system. This project will run concurrently with Phase 3A; Runway 9/27 RSA work will occur during the planned

Anticipated Project Schedule - Subject to change

- Runway 27 PAPI Replacement: June 10 - July 26

PLEASE NOTE

Dates are subject to change.

Airfield [NOTAMs](#) should be checked to confirm the current status of the airfield.

Project Contact Information

Mark Papko, Director of Operations - Airport Authority - mpapko@duluthairport.com

Adinda Van Espen, Project Manager - SEH - avanepen@sehinc.com

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Construction Newsletter

Duluth International Airport (DLH)

June 21, 2024

This week, KGM continued excavation and subgrade prep along Taxiway A and Taxiway C and started working on the drain tile and storm sewer systems along Taxiway A. Parsons, the electrical contract, completed boring the FAA duct bank under both runways and pulled wires for the new DAA electrical duct bank.

Next week, excavation will continue along Taxiway A and Taxiway C, and the typical section will be built. The drain tile and storm pipe/structures will also continue to be installed. Parsons will continue working on the electrical infrastructure for the DAA and FAA duct banks.

THE PLANNED RUNWAY 9/27 CLOSURE IS TENTATIVELY SCHEDULED FOR MID-JULY. MORE DETAILS TO FOLLOW IN THE COMING WEEKS.

Project Phasing Documents

- [Phase 3 \(A, A-1,B\). \[PDF\]](#)
- [Phase 3 \(C, C-1\). \[PDF\]](#)

Anticipated Project Schedule - Subject to change

- TWY A Phase 3A: May 21 - July 30
- TWY A Phase 3A-1 (RWY 3/21 Closure) - Dates TBD
- TWY A Phase 3B (RWY 9/27 Closure) - Dates TBD
- TWY C Phase 3C: July 31 - October 14
- TWY C Phase 3C-1 (RWY 3/21 Closure): Dates TBD



Runway 27 PAPI Replacement

The Runway 27 Precision Approach Path Indicator (PAPI) replacement is anticipated to begin following the completion of the ongoing FAA utility work. The PAPI will be replaced in the same location as the existing system. This project will run concurrently with Phase 3A; Runway 9/27 RSA work will occur during the planned 60-hour runway closure.

PLEASE NOTE

Dates are subject to change.

Airfield [NOTAMs](#) should be checked to confirm the current status of the airfield.

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Project Contact Information

Mark Papko, Director of Operations - Airport Authority - mpapko@duluthairport.com
Adinda Van Espen, Project Manager - SEH - avanespen@sehinc.com

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(218) 727-2968
daa@duluthairport.com



Construction Newsletter

Duluth International Airport (DLH)

June 28, 2024

Taxiway A - Phase 3 Reconstruction

KGM continued common excavation and subgrade prep this week along Taxiway A and Taxiway C, placing Geotextile fabric and the aggregate subbase. KGM continued working on the drain tile and storm sewer systems along Taxiway A.

Parsons connected the FAA duct bank and pulled cables through it.

Looking ahead to next week, KGM will focus on excavating along Taxiway C and building the typical section. They will also install drain tiles, storm pipes, and structures. Parsons will continue working on the electrical infrastructure for the DAA and FAA duct banks.

THE PLANNED RUNWAY 9/27 CLOSURE HAS BEEN PUSHED OUT AND IS NOW TENTATIVELY SCHEDULED FOR EARLY AUGUST. MORE DETAILS TO FOLLOW IN THE COMING WEEKS.

Project Phasing Documents

- [Phase 3 \(A, A-1,B\). \[PDF\]](#)
- [Phase 3 \(C, C-1\). \[PDF\]](#)

Anticipated Project Schedule - Subject to change

- TWY A Phase 3A: May 21 - July 30
- TWY A Phase 3A-1 (RWY 3/21 Closure) - Dates TBD
- TWY A Phase 3B (RWY 9/27 Closure) - Dates TBD



Runway 27 PAPI Replacement

The Runway 27 Precision Approach Path Indicator (PAPI) replacement is anticipated to begin following the completion of the ongoing FAA utility work. The PAPI will be replaced in the same location as the existing system. This project will run concurrently with Phase 3A; Runway 9/27 RSA work will occur during the planned 60-hour runway closure.

Airfield [NOTAMs](#) should be checked to confirm the current status of the airfield.

Project Contact Information

Mark Papko, Director of Operations - Airport Authority - mpapko@duluthairport.com

Adinda Van Espen, Project Manager - SEH - avanespen@sehinc.com

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Duluth International Airport
(218) 727-2968
daa@duluthairport.com



Construction Newsletter

Duluth International Airport (DLH)

July 8, 2024

Last week, KGM continued subgrade preparation along Taxiway A and Taxiway C, placed geotextile fabric, aggregate subbase (P-154), aggregate base (P-209), and installed storm pipes and structures.

This week, KGM will start paving the underlying pavement section of the Tower Ramp Connector and Taxiway A. They will continue constructing the pavement section for Taxiway A shoulders and install drain tile, storm pipes, and structures. Parsons will work on the electrical infrastructure along Taxiway A.

THE PLANNED RUNWAY 9/27 CLOSURE HAS BEEN PUSHED OUT AND IS NOW TENTATIVELY SCHEDULED FOR EARLY AUGUST. MORE DETAILS TO FOLLOW IN THE COMING WEEKS.

Project Phasing Documents

- [Phase 3 \(A, A-1,B\) \[PDF\]](#)
- [Phase 3 \(C, C-1\) \[PDF\]](#)

Anticipated Project Schedule - Subject to change

- TWY A Phase 3A: May 21 - August XX
- TWY A Phase 3A-1 (RWY 3/21 Closure) - Late July
- TWY A Phase 3B (RWY 9/27 Closure) - Early August
- TWY C Phase 3C: August XX - October 30 (est.)
- TWY C Phase 3C-1 (RWY 3/21 Closure): Dates TBD



Runway 27 PAPI Replacement

The Runway 27 Precision Approach Path Indicator (PAPI) replacement is anticipated to begin following the completion of the ongoing FAA utility work. The PAPI will be replaced in the same location as the existing system. This project will run concurrently with Phase 3A; Runway 9/27 RSA work will occur during the planned 60-hour runway closure.

PLEASE NOTE

Dates are subject to change.

Airfield [NOTAMs](#) should be checked to confirm the current status of the airfield.

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Project Contact Information

Mark Papko, Director of Operations - Airport Authority - mpapko@duluthairport.com
Adinda Van Espen, Project Manager - SEH - avanespen@sehinc.com

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Duluth International Airport
(218) 727-2968
daa@duluthairport.com

Two Weeks Away! Ribbon Cutting Ceremony



Please join us in celebrating the grand opening of the new terminal building at the Sky Harbor Airport.

When

Wednesday, July 10, 2024. Event will begin at 1:00 p.m.

Where

Sky Harbor Regional Airport [[Google Maps](#)]. Parking is available as you approach the airport on Minnesota Ave.

Enjoy

Get ready for an afternoon of events that will take place during the ribbon cutting!

- **Ribbon Cutting Ceremony:** Join us in marking the newest milestone at DYT!
- **Guest Speakers:** Join us to hear from various guest speakers on this project.
- **Terminal Building Tour:** Get a tour of the new terminal building.
- **Networking:** Connect with project partners and fellow community members.
- **Eats and Treats:** Indulge in drinks and snacks from local vendors.



Duluth Sky Harbor Airport 5000 Minnesota Ave Duluth, MN 55802 USA
(218) 733-0078

tdurfee@duluthairport.com

<http://www.skyharbor.duluthairport.com>

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Local artist exhibits work at Sky Harbor Airport Saturday



Natalija Walbridge is an artist and Park Point resident.

By Jeffrey McClure

Published: Jun. 15, 2024 at 11:03 PM CDT



DULUTH, Minn. (Northern News Now) - An artist in Duluth got a chance to showcase her work Saturday at a special showing inside a local airport.

Natalija Walbridge is an artist and Park Point resident.

Her work may look like paintings, but she uses a technique known as fabric collage to create the pictures using strips of fabric.

Her pieces depict scenes inspired by the surroundings on Park Point.



North Star Prosperity
Paid for by North Star Prosperity

Rep. Natalie Zeleznikar repeatedly voted to weaken consum

10 1

According to Walbridge, seeing the art at a venue so close to the area that inspired the work adds to the experience.

"There's nothing like being able to have people come and enjoy the natural beauty that I love so much about park point," Walbridge said. "It's a great synergy to get to see the art that inspired the place and enjoy this place at the same time."

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Sky Harbor Airport Unveils New Terminal By Hosting Art Gallery

June 16, 2024 by [KQDS Staff \(https://www.fox21online.com/author/kqdsstaff/\)](https://www.fox21online.com/author/kqdsstaff/)



DULUTH, Minn. — [Sky Harbor Airport \(https://www.facebook.com/duluthskyharborairport/\)](https://www.facebook.com/duluthskyharborairport/) on Park Point has unveiled its new terminal, and to add a taste of home to the interior, one local artist is displaying her artwork in the new building.

Artist [Natalija Walbridge \(https://www.dock-5.com/pages/meet-the-artist-natalija-walbridge-creator-of-dock-5-canvas-bags\)](https://www.dock-5.com/pages/meet-the-artist-natalija-walbridge-creator-of-dock-5-canvas-bags) creates fabric collage pieces, an intricate and timely art form.

As a park point resident, she takes inspiration from her own backyard, and intertwines the animals she sees into her artwork.

Walbridge has been creating art for some time now, and says she wants to focus on doing more galleries and showcasing her work.

“I’ve actually just been making fabric collages for about a year,” said Walbridge. “Prior to that I’ve been making canvas bags that I’ve printed with my artwork for about 10 years. so I’ve been doing art fairs and living and working as an artist for a long time. But this is really the first time I’ve allowed myself the freedom to make more one of a kind pieces.”

The art exhibit will be on display until July 15th at the new terminal, and many of the pieces are available to purchase.

Categories: [Minnesota \(https://www.fox21online.com/category/news/minnesota/\)](https://www.fox21online.com/category/news/minnesota/), [News \(https://www.fox21online.com/category/news/\)](https://www.fox21online.com/category/news/), [News – Latest News \(https://www.fox21online.com/category/news/latest-news/\)](https://www.fox21online.com/category/news/latest-news/)

July 8, 2024 - 5:30 pm MST
via Email - twerner@duluthairport.com

Mr. Tom Warner, A.A.E.
Executive Director
Duluth Airport Authority
Duluth International Airport
4701 Grinden Drive
Duluth, MN 55811

Re: DAA Offer for Monaco Air Duluth and Duluth Flying Club

Dear Mr. Werner, and Mr. DeCoster, Ms. Bodin, Mr. Osborn, Ms. Coleal, and Mr. Coleal,

On behalf of Don Monaco, I would like to extend our sincere appreciation for the time, effort, and commitment each of you and the DAA have invested in your offer for Monaco Air Duluth and Duluth Flying Club. Your thoroughness and attention to detail have not gone unnoticed.

After carefully evaluating all submitted offers, Don Monaco has decided to move forward with another prospective buyer.

Please understand that this decision was made after considerable deliberation and in no way reflects on the quality of your proposal or the professionalism you and your team have demonstrated. We are grateful for the opportunity to have engaged with each of you and the Duluth Airport Authority during this process.

I will call you tomorrow to give you additional context regarding your offer and the decision.

Again, thank you for your understanding and the considerable effort you invested.

Wishing you continued success in all your future endeavors.

Very Truly Yours,

FBO Advisors, LLC



Nicholas A. Daddis, CCIM & CPM Emeritus
CEO and Founder.

cc: Mr. DeCoster, Ms. Bodin, Mr. Osborn, Ms. Coleal, and Mr. Coleal

Duluth Airport Authority
Resolution to Accept and Award the contract for Taxiway A Reconstruction
– Phase 5 at the Duluth International Airport between the Duluth Airport
Authority and Ulland Brothers, Inc.

Terms:

- Estimated Administrative start date of August 1, 2024
- Estimated Construction start date of May 19, 2025
- Construction duration of 125 calendar days
- Substantial completion date of October 12, 2025

Award Amount: Contract Award in the Amount of \$11,335,704.00 for Schedules A, B, C, and D.

Agreement Overview:

Taxiway A is the parallel taxiway for the main runway (Runway 9/27) serving the Duluth International Airport. The full taxiway is approximately 10,700 feet in length, and the taxiway width varies along its alignment. Most of the taxiway is 75 feet wide with no taxiway shoulders. The existing bituminous and concrete pavement has been in place since 1974 and the pavement condition is in fair to poor condition, requiring major rehabilitation.

Phase 5 of the Taxiway A Reconstruction project includes 2,600 feet of reconstruction of Taxiway A to the north of the Midfield Ramp. The taxiway will be reconstructed to a modified Taxiway Design Group (TDG) 5 standards: a 75-foot taxiway width with a 25-foot shoulder width. This will support the 148th Fighter Wing mission as well as to serve occasional larger transient aircraft. Taxiway A3 will be realigned to meet the current FAA design standards which includes a right-angle intersection onto a runway. This realignment is consistent with the geometrics shown in the DLH's Master Plan. Work will also include the construction of two ramp connectors onto the Midfield Ramp.

Base Bid Schedule A work included the FAA eligible and ineligible portion of the project. Schedule B includes construction of a deice tank pad adjacent to the SRE Building. Schedule C is the Midfield Ramp Phase 2 work, funded with state funding. Schedule D includes an alternate scope of work for the Midfield Ramp to maximize work performed under the funding offered by the state.

Background: Bids were received using Bid Express by SEH on behalf of the City of Duluth by 10:00am on June 26, 2024 for the above referenced project. Three contractors submitted a bid: the low bid was below the engineer's estimate by 28 percent.

Full Bid Amount:

Engineer's Estimate	\$14,603,190.00
Ulland Brothers, Inc.	\$11,335,704.00
Shafer Contracting Co., Inc.	\$12,088,410.00
KGM Contractors, Inc.	\$12,138,358.75

Further breakdown and analysis of each schedule is as follows:

Base Bid Schedule A – Taxiway A Phase 5 Scope

Engineer's Estimate	\$13,693,200.00
Ulland Brothers, Inc.	\$10,636,920.00
Shafer Contracting Co., Inc.	\$11,288,248.00
KGM Contractors, Inc.	\$11,464,110.00

Base Bid Schedule B – Deice Tank Pad

Engineer's Estimate	\$100,480.00
Ulland Brothers, Inc.	\$72,527.00
Shafer Contracting Co., Inc.	\$97,898.00
KGM Contractors, Inc.	\$82,240.75

Base Bid Schedule C – Midfield Ramp Phase 2

Engineer's Estimate	\$737,950.00
Ulland Brothers, Inc.	\$564,655.00
Shafer Contracting Co., Inc.	\$648,776.00
KGM Contractors, Inc.	\$536,332.00

Base Bid Schedule D – Midfield Ramp Phase 2 – Alternate 1

Engineer's Estimate	\$71,560.00
Ulland Brothers, Inc.	\$61,602.00
Shafer Contracting Co., Inc.	\$53,488.00
KGM Contractors, Inc.	\$55,676.00

Recommendation: Given the favorable bids, it is recommended to award the contract to Ulland Brothers Inc for Schedules A, B, C, and D in the amount of \$11,335,704.00.

Funding: FAA eligible portion of the Taxiway A Reconstruction – Phase 5 project is anticipated to be funded at a 90 percent rate by the Federal Aviation Administration and at a 5 percent rate by the Minnesota Department of Transportation (MnDOT). The local contribution for the AIP-eligible portion of the project is anticipated to be 5 percent for the Duluth Airport Authority.

The FAA ineligible portions of the Taxiway A Reconstruction – Phase 5 project are anticipated to be funded by the Minnesota Air National Guard.

The state funded portions are anticipated to be funded at 70 percent by MnDOT Aeronautics.

Attached is a copy of the contract. This resolution includes the award of the contract, including Schedules A, B, C, and D. Execution of the contract will be contingent on verification and compliance of the necessary bonds and insurance certificate with contract requirements.

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

THIS AGREEMENT is by and between the Duluth Airport Authority
(Owner) and Ulland Brothers, Inc. (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Taxiway A Reconstruction – Phase 5, Midfield Ramp – Phase 2 and De-icing Tank Pad, Duluth International Airport.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

- Reconstruction of portions of Taxiway A and Taxiway A3, and associated connecting taxiway pavements
- Stormwater Pond Expansion.
- Midfield Ramp pavement repairs.
- Construction of concrete de-icing tank pad.

ARTICLE 3 – ENGINEER

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

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

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Dates*

- A. . All work shall be substantially complete in 125 calendar days from start of construction. Construction is scheduled to commence on May 19, 2025. No construction or contractor access to the project site will be allowed during the DLH Airshow event on July 3-7, 2025. Final Completion, addressing all punch list items, shall be achieved 15 days after substantial completion is achieved.
- B. Parts of the Work shall be substantially completed on or before the following Milestone(s):
1. Milestone 1 – Schedule A - Phase 5A, 5A-1, and Phase 5B shall be substantially complete in 125 calendar days.
 2. Milestone 2 – Schedule B - Deicing Storage Tank Pad construction shall be substantially complete in 14 calendar days.
 3. Milestone 3 – Schedules C & D – Midfield Ramp Repair – Phase 2 shall be substantially complete in 70 calendar days.

Addendum No. 2

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed and milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$3,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$3,000.00 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Milestones: Contractor shall pay Owner \$3000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestones 1, 2, and 3 until the respective Milestones are achieved.
 4. **For any delayed re-opening of a closure of Runway 9/27, Contractor shall pay Owner \$1000.00 for each hour that Runway 9/27 remains closed beyond the planned closure window established by the DAA.**
 5. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5 – CONTRACT PRICE

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

- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item as indicated in Contractor's Bid.

The Bid Prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities

Addendum No. 2

are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 10.06 of the General Conditions.

The Estimated Total of All Unit Price Work is: \$ 11,335,704.00

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions, Supplementary Conditions, and Document 01 29 10 Applications for Payment. Payments will be due 30 days after approval.

6.02 *Progress Payments; Retainage*

- A. Subject to the provisions of SC-15.01.C, Owner shall make monthly progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications of Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract:
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:
 - a. 95 percent of Work completed (with the balance being retainage).
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Within 60 days of Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed; less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions; and less 250 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment. Upon completion or correction and acceptance of said Work, Owner shall pay the amounts withheld within 60 days as recommended by Engineer.
 - 1. After Substantial Completion Owner shall also withhold one percent of the value of the Contract or \$500, whichever is greater, pending completion and submission of all "final paperwork" by the Contractor as defined by Minnesota Statutes, section 15.72, subdivision 2.(e)(2). Owner shall pay said amount withheld after Substantial Completion within 60 days of submission of all final paperwork as recommended by Engineer.

6.03 *Final Payment*

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

6.04 *Interest*

All amounts not paid when due shall bear interest at the rate of four percent (4%) per annum.

6.05 *Electronic Payment Requirements*

- A. All payments to the successful Contractor are required to be via Automated Clearing House (ACH). Reference Article 26 of document 00 21 13 Instructions to Bidders Online Bidding.

Addendum No. 2

- B. Contractor delay in submitting forms in **Appendix I** to the Sponsor shall negate the Contractor's right to collect interest as referenced in section 6.04 until the issue is resolved.

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of the following:
1. Addenda (numbers 00 00 11 to 00 00 12, inclusive).
 2. This Agreement (pages 00 52 00-1 to 00 52 00-7, inclusive).
 3. Performance Bond (Document 00 61 13).
 4. Payment Bond (Document 00 61 14).
 5. General Conditions (pages 00 72 00-1 to 00 72 00-66, inclusive).
 6. Supplementary Conditions (pages 00 73 00-1 to 00 73 00-10, inclusive).
 7. Specifications as listed in the table of contents of the Project Manual.
 8. The Drawings listed in the index located on Drawing Sheet *G0.01 – Table of Contents*.
 9. Exhibits to this Agreement (enumerated as follows).
 - a. Contractor's Bid (Document 00 41 00).
 - b. Documentation submitted by Contractor prior to Notice of Award.
 - c. Certificate of Insurance.
 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Field Order(s).
 - c. Work Change Directive(s).
 - d. Change Order(s).
- B. The documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 8 – REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 2. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

Addendum No. 2

4. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
7. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 9 – MISCELLANEOUS

9.01 *Terms*

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

Addendum No. 2

9.02 *Assignment of Contract*

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

9.03 *Successors and Assigns*

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

9.04 *Severability*

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

Addendum No. 2

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

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

OWNER:

CONTRACTOR:

Duluth Airport Authority

By: _____

By: _____

Title: _____

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for Giving Notices:

Address for Giving Notices:

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

License No. _____
(Where Applicable)

Agent for service of process: _____

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

Designated Representative:

Designated Representative:

Name: _____

Name: _____

Title: _____

Title: _____

Address: 4701 Grinden Drive

Address _____

Duluth, MN 55811

Phone: 218.625.7767

Phone: _____

Facsimile: _____

Facsimile: _____

END OF DOCUMENT

VII. - B.

Duluth Airport Authority
Short Elliott Hendrickson Inc. (SEH) Work Order 2024-06 for Construction Administration,
Observation, and Closeout for Taxiway A Reconstruction – Phase 5 at the Duluth International
Airport

Terms:

- Estimated start date of July 1, 2024
- Estimated end date of December 31, 2026

Fiscal Impact:

- AIP Eligible Fee = \$1,016,900.00 (90% FAA, 5% MnDOT, 5% DAA)
- AIP Ineligible Fee = \$146,000.00 (100% ANG)
- Total Fee = \$1,162,900.00

Agreement Overview:

This work order includes construction administration, observation, and closeout services for the Taxiway A Reconstruction – Phase 5 project at the Duluth International Airport (DLH). The contract provisions included in the Master Agreement (dated 03/27/2023) between the DAA and SEH remain in effect for this work order.

Background:

Taxiway A is the parallel taxiway for the main runway (Runway 9/27) serving the Duluth International Airport. The full taxiway is approximately 10,700 feet in length, and the taxiway width varies along its alignment. Most of the taxiway is 75 feet wide with no taxiway shoulders. The existing bituminous and concrete pavement has been in place since 1974 and the pavement condition is in fair to poor condition, requiring major rehabilitation.

Phase 5 of the Taxiway A Reconstruction project includes 2,600 feet of reconstruction of Taxiway A to the north of the Midfield Ramp. The taxiway will be reconstructed to a modified Taxiway Design Group (TDG) 5 standards: a 75-foot taxiway width with a 25-foot shoulder width. This will support the 148th Fighter Wing mission as well as to serve occasional larger transient aircraft. Taxiway A3 will be realigned to meet the current FAA design standards which includes a right-angle intersection onto a runway. This realignment is consistent with the geometrics shown in the DLH's Master Plan. Work will also include the construction of two ramp connectors onto the Midfield Ramp.

This scope of engineering services includes construction administration services, construction observation, project closeout, as well as public outreach and project management. Phase 5 will be constructed during the 2025 construction season. The construction duration for Phase 5 (Schedules A and B) is anticipated to be approximately 125 calendar days (Phase 5A, 5A-1) – 106 calendar days as part of Schedule A and 19 calendar days as part of Schedule B. Preparatory work prior to the project as well as clean up and restoration work following substantial completion are expected to take one week each.

The federally eligible areas are anticipated to be funded at 90% by the Federal Aviation Administration (FAA), 5% by the MnDOT Office of Aeronautics, and the remaining 5% is anticipated to be covered locally by the DAA. For the federally ineligible areas, the funding is anticipated to be funded by the Air National Guard at 100%.

**WORK ORDER
No. 2024-06
Between**

**The Duluth Airport Authority (DAA) (Owner) and
Short Elliott Hendrickson Inc. (SEH) (Consultant)**

Dated: July 16, 2024

**TAXIWAY A RECONSTRUCTION – PHASE 5
(CONSTRUCTION ADMINISTRATION, OBSERVATION, AND CLOSEOUT)
DULUTH INTERNATIONAL AIRPORT (DLH)**

This work order includes completion of the Taxiway A Reconstruction – Phase 5 (Construction Administration, Observation, And Closeout) project at the Duluth International Airport (DLH). The contract provisions included in the Master Agreement (dated 03/21/2023) between the DAA and SEH remain in effect for this work order.

Estimated start date is July 1, 2024; estimated end date is December 31, 2025.

Compensation by the Owner to the Consultant shall be a lump sum amount of \$1,162,900.00. (\$1,016,900.00 for Schedule A (FAA Eligible) and \$146,000 for Schedule B (ANG Eligible).

Descriptions of the services to be provided are included in Attachments A-1 and A-2. Detailed estimates of labor cost and expenses are included in Attachments B-1 and B-2.

Point of Contact: Shawn McMahon, Principal

APPROVED:

Duluth Airport Authority (DAA)

Short Elliott Hendrickson Inc.



Title: _____

Title: _____

Date: _____

Date: July 16, 2024

ATTACHMENT A-1
Duluth International Airport (DLH)
Duluth Airport Authority (DAA)
Taxiway A Reconstruction – Phase 5
Schedule A (FAA – AIP Eligible)
Scope of Work
(Construction Administration, Observation and Closeout)

General – Taxiway A is the parallel taxiway for the main runway (Runway 9/27) serving the Duluth International Airport. The existing Taxiway A is approximately 10,700 feet in length, and the width of Taxiway A varies along its alignment. Based on the results of the 2021 DLH Airport Master Plan and discussions with the Duluth Airport Authority (DAA) and FAA, the reconstruction of Taxiway A is planned to be completed in nine phases.

Phase 1 was completed during the 2022 construction season. Phases 2 & 4 were completed during the 2023 construction season. Phase 3 is currently under construction and scheduled to be completed this year (2024). Phase 5 is scheduled to be completed during the 2025 construction season.

The existing pavement for Taxiway A is in poor condition and in need of full reconstruction. This phase of construction will consist of approximately 2,600 linear feet of concrete taxiway with bituminous shoulder in the area north of the Midfield Ramp. The taxiway will be reconstructed to a modified Taxiway Design Group (TDG) 5 standards: a 75-foot taxiway width with a 25-foot shoulder width. This will support the 148th Fighter Wing mission as well as to serve occasional larger transient aircraft. Taxiway A3 will be realigned to meet the current FAA design standards which includes a right-angle intersection onto a runway. This realignment is consistent with the geometrics shown in the DLH's Master Plan. Work will also include the construction of two ramp connectors onto the Midfield Ramp. See **Figure 1** for a visual representation of the Taxiway A Phase 5 project.

The scope of work discussed in this attachment (Schedule A) includes all Construction Administration, Observation, Closeout Services, and Public Outreach efforts related to the FAA eligible portion of the project. The scope in Attachment A-2 (Schedule B) includes additional efforts required as it relates to the FAA ineligible portion of the project.

The present and future critical aircraft that utilize the primary runway at DLH is categorized as Airplane Design Group (ADG) III and TDG 3, so the proposed taxiway width of 75 feet will accommodate these aircraft. The portions of the taxiway pavement that are meeting the TDG 3 standards are eligible for FAA/AIP funding. All pavement outside of the TDG 3 limits are considered ineligible for FAA/AIP funding and alternate funding sources will be utilized. The Air National Guard has indicated support for the FAA/AIP ineligible portions of pavement that directly support the 148th Fighter Wing's mission. Additionally, due to the increase of impervious surface area associated with the Taxiway A Reconstruction program, stormwater control measures will need to be implemented on airport property to slowdown the flowrate of stormwater within the drainage basin.

Construction includes drainage improvements, including potential storm structure repair or replacement. Additionally, new taxiway lighting and signage will be installed. The associated airfield lighting control system will be modified to match the installed lighting configuration.

The construction duration for Phase 5 (Schedules A and B) is anticipated to be approximately 125 calendar days (Phase 5A, 5A-1) – 106 calendar days as part of Schedule A and 19 calendar days as part of Schedule B. Preparatory work prior to the project as well as clean up and restoration work following substantial completion are expected to take one week each.

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

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

1. Construction Administration Services
2. Construction Observation
3. FAA Reporting and Project Closeout
4. Public Outreach and Project Management

This work scope includes:

Work Element 1: Bidding

Task 1.1 – Bidding Services – Consultant will take questions from prospective bidders throughout the bidding process and if needed, will clarify questions with an addendum. This also includes an on-site pre-bid meeting, which will include a presentation, tour and meeting minutes that will be shared in an addendum.

Task 1.2 – Bid Opening – Consultant will coordinate advertisement and opening of contractor bids virtually.

Task 1.3 – Bid Review, Recommendation, and Award – After bids are opened, the Consultant will review for completed bids, develop a bid tab for bid comparison, and make a contractor recommendation to the Owner to move toward award of the bid and assist with requesting an FAA and State grant for the project.

Work Element 2: Construction Administration Services

Specific tasks included with this work element include:

Task 2.1 – Scope Development – SEH will develop the project scope to ensure that necessary aspects of the project are included. Scope development includes coordination with the Sponsor and FAA for scope review, preparation of the final scope, fee proposal development, Independent Fee Evaluation coordination and review, and contract negotiations. As part of the scope development, SEH will coordinate and obtain scope and fee estimates for subconsultant work including quality assurance testing, electrical engineering services, and ALCMS program updates.

Task 2.2 – Project Administration Services – Office engineering staff, CAD personnel, and administrative staff will assist the construction project team as necessary during construction in response to requests for information, plan or specification clarifications, change orders, and other issues that may arise. Other administrative tasks include project set up and invoicing, internal meetings (bi-weekly), progress reports, subconsultant coordination and contract management.

Task 2.3 – Construction Management Plan (CMP) – SEH will obtain the Contractor's Quality Control Plan (CQCP) and complete a thorough review of the document for completeness. Any recommended revisions or updates will be submitted to the Contractor. Following review of the CQCP, SEH will develop a CMP. This CMP will be submitted to the Sponsor and FAA for approval.

Task 2.4 – Preparation of Project Files – SEH will develop construction contracts, review Contractor bonding information, and ensure that Sponsor insurance requirements have been met. SEH will coordinate routing and signature of the construction contracts by the DAA and the Contractor. Plans, contract documents, and technical specifications will be updated to include all addenda items issued during bidding. SEH will ensure that the Contractor is supplied with adequate copies of the construction plans and project manual.

Task 2.5 – Establish Survey Control – SEH will establish the necessary horizontal and vertical control for construction staking for the project. It is anticipated SEH surveyors will mobilize once (for Phase 5) from the SEH Duluth office. The Contractor is required to provide the construction staking.

Task 2.6 – Pre-Construction Activities – Two (2) pre-construction meetings will be held, one in the fall of 2024 and one in the spring of 2025 prior to construction. Both meetings will take place on-site.

- The purpose of the pre-construction meeting is to outline and discuss project requirements, administration procedures, airfield pavement surface closure procedures and requirements, schedules, project responsibilities and communication, Disadvantaged Business Enterprise (DBE) reporting, Contractor submittals, and other related MnDOT and FAA requirements, as necessary.

SEH will administer the pre-construction meeting, develop the agenda, issue notifications, and record and distribute meeting minutes. Attendees will include the Sponsor, FAA, MnDOT, Contractor, Subcontractors (including quality control testing firm), SEH (Project Manager, Professional Engineer, and RPRs), and subconsultants (electrical engineer and quality assurance testing firm).

Task 2.7 – Construction Security Coordination – SEH will meet with DLH security personnel to ensure necessary security provisions included in the Construction Safety and Phasing Plan (CSPP) and the Construction Safety Plan Narrative (CSPN) are communicated to Contractor personnel. Some of these security provisions include badging requirements for Contractor staff, airfield access point management, personnel training, and escort authority. Additionally, weekly coordination between SEH and DLH staff will occur while construction is occurring to identify and address any security or safety issues.

Task 2.8 – Permit Coordination – SEH will coordinate and review all applicable permits related to the project construction. These include, at a minimum, MPCA General Stormwater Permit for Construction Activity, City of Duluth Haul Route Permit, City of Duluth Erosion and Sediment Control Permit, and City of Duluth Fill, Excavation, and Grading Permits.

The permit coordination will include a final inspection by an SEH water resource engineer, who will then provide final documentation to City of Duluth stormwater permitting office.

Task 2.9 – Submittal and Shop Drawing Review – SEH will review product and material data, shop drawings, concrete material testing and concrete mix design, bituminous material testing and bituminous mix design, material samples, and other items required to be submitted by the Contractor.

SEH will review the Contractor supplied Safety Plan Compliance Document (SPCD) for compatibility with Duluth Airport operations and FAA safety procedures.

Task 2.10 – Construction Progress Meetings – On-site construction progress meetings will be held once a week while construction work is being performed on the airfield. The progress meetings will be attended by SEH staff, including the Project Manager, Professional Engineer, Resident Project Representative(s) (RPR) and other staff as needed or required. It is anticipated that twenty (20) one-hour progress meetings will occur during construction activities. This task includes preparatory and meeting documentation work. SEH will administer the meeting, prepare the agenda, issue notifications, and record and distribute meeting minutes.

Task 2.11 – Pre-Paving Conference – A pre-paving conference is required as part of Section 100 “Quality Control Program” in the Project Manual. The pre-paving conference will address Quality Control and Quality Assurance requirements of the project specifications.

- Task 2.12 – Review of Quality Control Testing** – All quality control test results performed by the Contractor will be monitored daily by SEH. In the event of a failed test result, the Contractor will be required to take corrective action and a retest will be taken until passing results are achieved. SEH will review all quality control testing performed by the Contractor for compliance with the specifications. Should any additional testing need to be accomplished, this will be coordinated with the Contractor who will be responsible for completion.
- Task 2.13 – Review of Quality Assurance Testing** – All quality assurance test results performed by the quality assurance testing subconsultant will be monitored on a daily basis and summarized by SEH. In the event of a failed test result, the Contractor will be required to take corrective action and a retest will be taken until passing results are achieved. SEH will review final quality assurance testing for compliance with the specifications. This will be conducted prior to submission to the FAA. Should any additional testing need to be accomplished, this will be coordinated with the subconsultant who will be responsible for completion.
- Task 2.14 – Review of Contractor Payroll Forms** – SEH will review weekly payroll reporting by the Contractor to ensure that wage rates comply with the federal and state wage requirements for the work being performed. The RPR will conduct payroll compliance monitoring of the Contractor's Davis-Bacon Act and DBE contractual obligations, including recording the Contractor/Subcontractor employees, type of work being completed, and conducting random interviews.
- Task 2.15 – Calculate Construction Quantities** – SEH will review quantities with the Contractor on a weekly basis. Any discrepancies or disagreements regarding completed quantities will be resolved in advance of any partial pay application process. Periodic cost estimates will be developed by SEH to ensure compliance with the overall project budget.
- Task 2.16 – Pay Applications** – SEH will prepare partial pay applications semi-monthly during construction, a final pay application including final agreed upon quantities for all work components, and a pay application releasing retainage to the Contractor once all closeout requirements have been met. Actual completed quantities will be tabulated for use in preparing all pay applications. It is anticipated that 36 pay applications will be submitted – 30 pay applications as part of Schedule A and 6 pay applications as part of Schedule B .
- Task 2.17 – Daily Reports** – SEH will maintain a daily log of the construction activities and maintain construction photos for record keeping purposes.
- Task 2.18 – Weekly Reports** – SEH will prepare a weekly status report. The report will be developed by the RPR, reviewed by the Project Manager, and submitted to the Sponsor via electronic submittal (PDF).
- Task 2.19 – Change Orders / Supplemental Agreements** – SEH shall review and provide recommendations to the Sponsor of proposed changes to the contract documents, technical specifications and plans. As necessary, SEH will issue supplemental details, design data, drawings and modifications to Contractor for change order pricing. The Project Manager will prepare change orders/supplemental agreements. All Change Orders and Supplemental Agreements require FAA approval prior to being issued. In the case where new materials may be required in addition to those in the bid documents, new bid items will be added to the project and a Proposal Request from the Contractor will be required.
- Task 2.20 – Final Inspection and Punch List** – SEH will conduct a final inspection after completion of the project. SEH will issue notifications and prepare a punch list of any outstanding items requiring correction. A tracking document will be prepared and progress on the punch list items will be recorded until all issues are resolved.

- Task 2.21 – As-Built Drawings** – SEH will utilize Contractor and engineering drawings during construction to complete as-built drawings for the project. The as-built drawings will incorporate any modifications or additions/subtractions that occurred during construction. Three (3) final plan sets will be plotted and distributed to the Duluth Airport Authority (DAA) for records. Electronic (PDF) copies of the as-built drawings will be provided to DAA, MnDOT and FAA.
- Task 2.22 – Final Quality Assurance Summary** – SEH will prepare and submit a final testing summary for the project.
- Task 2.23 – Update Airport Layout Plan (ALP)** – SEH will complete an update to the current DLH ALP to reflect any as-built conditions.
- Task 2.24 – Warranty Inspection Site Visit** – SEH will complete a warranty inspection site visit prior to the expiration of the warranty period to identify and document any issues to be resolved by the Contractor as party of the warranty guarantee.
- Task 2.25 – Environmental Investigation** – SEH will complete an investigation of the Phase 5 area for contamination. The review will include a Phase 1 and Phase 2 Environmental Site Assessment. A report will be delivered to the Sponsor showing the level and areas of contamination and a response action plan to be used during construction. This task includes research of the history of the site, a site visit, report writing, and meeting with the airport to discuss the results and the response action plan.

Work Element 3: Construction Observation

Construction is expected to occur during normal construction hours of 7:00 AM until 7:00 PM, Monday through Saturday for a total of 125 calendar days (Phase 5A, 5A-1) – 106 calendar days as part of Schedule A (85% eligible) and 19 calendar days as part of Schedule B (15%). The contractor will have 7 calendar days of nightwork from 11:00 PM until 6:00 AM and one 60-hour weekend closure. Approximately 85% of the work hours listed below are considered eligible (Schedule A) and 15% ineligible (Schedule B). Specific tasks included with this work element include:

- Task 3.1 – Construction Observation** – SEH will provide daily construction observation for the duration of construction. This project is projected to be completed in 125 calendar days during the 2025 construction season (mid-May to mid-October). RPRs and the Project Manager will be available to assist in ensuring that construction is performed in accordance with contract documents during this time. The RPRs will document and record construction progress through a daily journal. A collective weekly progress report will be developed at the end of the week and submitted to the Sponsor, and other individuals/organizations as needed. During critical elements of construction, part-time construction observation will be performed by the Professional Engineer.

Construction observation will be required in a limited capacity one week prior to the start of the project for mobilization activities and again following the project for one week. Following substantial completion, additional observation is anticipated to complete the remaining work items, such as restoration and haul road repair. It is anticipated that one RPR will cover pre- and post-construction Contractor activities.

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

The following roles and commitments are anticipated for the project:

RPR #1 – RPR #1 will be an experienced field observer that will provide much of the construction observation. It is anticipated that this individual will be on-site one week prior to the project start for five, 8-hour workdays. During the 125-calendar day project, it is anticipated this person/position will complete 108 12-hour days to complete the required work. Additionally, RPR #1 will be on-site for one additional week (five, 8-hour workdays) to complete post substantial completion project items. RPR #1 will focus on project documentation, material and installation observation, testing coordination, and reporting.

RPR #2 – RPR #2 will be an experienced project engineer that will provide much of the Contractor coordination. During the 125-calendar day project, it is anticipated this person/position will complete 90 12-hour days to complete the required work. This RPR will also assist with the 7 days of nightwork associated with project. RPR #2 will focus on Contractor coordination, request for information coordination, project manager communication, and construction scheduling. RPR #2 will coordinate and lead phasing coordination, specifically daily meetings to allow construction to allow safe transit of arriving/departing aircraft.

Project Manager – The project manager will be on-site to support both RPRs as professional engineer and provide tenant and client communication. It is anticipated the PM will be on site for approximately 36 calendar days (approximately 8 hours per day), including travel time. The PM will focus efforts on RFI resolution, project guidance, overall site inspection and observation, client communication, and overall quality control.

Principal – The Principal will provide one hour per week for approximately 18 weeks of project observation to provide project direction, guidance quality control, and oversight.

Task 3.2 – Construction Coordination – The Project Manager will provide constant communication and availability to both RPRs during the 18-week project duration and the weeks before and after project completion (approximately 12 hours per week for 20 weeks). The coordination will include RFI resolution, project acceptance, phone and email communication. The PM will be available as a resource for project related issues from both the client and the Contractor for swift resolution.

Principal – The Principal will provide one hour per week for approximately 18 weeks of client coordination, quality control, stakeholder engagement, and high-level guidance.

Work Element 4: FAA Reporting and Project Closeout

Task 4.1 – FAA Quarterly Reports – SEH will complete the required FAA quarterly reports starting with grant acceptance through grant closeout. It is anticipated that 8 quarterly reports will need to be prepared and submitted.

Task 4.2 – FAA Closeout Report – SEH will complete the required FAA closeout report following completion of the project to reconcile all project related costs and closeout the FAA grant for the work. This includes the preparation of any state grant amendment requests.

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

Task 4.4 – Disadvantaged Business Enterprise (DBE) Requirements – SEH will review and submit the required documentation to confirm the Contractor’s compliance with the DBE program and goals for this project or provide evidence of “good faith efforts” to meet DBE requirements. Additionally, this task will include reporting updates to the Duluth Airport Authority’s DBE Program using the FAA’s Civil Rights online system.

Work Element 5: Public Outreach and Project Management – This task includes public outreach and overall project management of Work Elements 1 through 3 noted above. Project Management includes administration of the project, agency and Sponsor meetings, airfield user and tenant outreach meetings, and related project administration tasks.

Task 5.1 – Duluth Airport Authority (DAA) Meetings – This task includes attendance at monthly DAA Board meetings to provide project updates to the DAA Board of Directors. The project will require updates at six (6) meetings. Attendance would include the Principal, Project Manager and Planner.

Task 5.2 – DLH Tenant Meetings – This task includes attendance at bi-weekly DLH tenant meetings to keep airport users apprised of the project and schedule. It is anticipated SEH will attend fifteen (15) tenant meetings.

Task 5.3 – Public Outreach Plan – SEH will develop a detailed public outreach plan which will identify affected tenants and users, method of outreach (single meetings, regular meetings, email updates or newsletter), personnel in attendance and information to be shared. Efforts would be led by the Project Manager and Airport Planner.

Task 5.4 – DLH Airfield User Meetings – This task includes specific meetings with airlines, airfield businesses, MN Air National Guard, and other airfield users, as identified in the Public Outreach Plan (Task 5.3), prior to and during construction to provide updates on the status of the project and address any issues or concerns. This task also includes coordination with local FAA tech ops regarding the project schedule, any impacts to FAA equipment, and other coordination items.

Task 5.5 – DLH Tenant and User Newsletter – SEH will develop a weekly newsletter to provide updates on construction activities and identify impacts to airport operations. SEH will assist the sponsor with newsletter distribution.

Task 5.6 – FAA and Air Traffic Control Tower (ATCT) Meetings – This task includes meetings with local FAA and Air Traffic Control Tower (ATCT) staff to coordinate work with FAA staff and other FAA-related projects. Meetings with the ATCT will be held on an as-needed basis to coordinate NOTAMs and update ATCT staff on the status of the construction progress and upcoming schedule. SEH is anticipating three (3) virtual meetings. Meetings would be attended by project manager, project engineer, and airport planner.

Task 5.7 – Community Outreach Newsletter – SEH will develop a newsletter to distribute to communities and neighbors surrounding the airport to provide information on the upcoming construction activities. SEH will assist the sponsor with newsletter distribution.

Task 5.8 – Overall Project Management – This task includes project coordination and administration, including Sponsor and agency communication, internal meetings, subconsultant oversight, progress reports, budget updates and monthly invoices over the expected 24-month project duration.

ATTACHMENT A-2
Duluth International Airport (DLH)
Duluth Airport Authority (DAA)
Taxiway A Reconstruction – Phase 5
Schedule B – Base Bid (FAA AIP Ineligible)
Scope of Work
(Construction Administration, Observation and Closeout)

General – Schedule B reflects the same overall project description as Schedule A for the Taxiway A Phase 5 project, but specifically focuses on the portion of the tasks that are not federally eligible and are required to complete the federally ineligible portions of work.

The construction duration for Phase 5 (Schedules A and B) is anticipated to be approximately 125 calendar days (Phase 5A, 5A-1) – 106 calendar days as part of Schedule A and 19 calendar days as part of Schedule B.

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

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

1. Construction Administration Services
2. Construction Observation
3. Project Closeout
4. Project Management

This work scope below is specific to completing the ineligible areas and includes:

Work Element 1: Construction Administration Services

Specific tasks included with this work element include:

Task 1.1 – Scope Development – SEH will develop the project scope to ensure that necessary aspects of the project are included. Scope development includes coordination with the Sponsor and FAA for scope review, preparation of the final scope and fee proposal development. Specifically, this task will be to determine and coordinate FAA ineligible work items.

Task 1.2 – Review of Quality Control Testing – All quality control test results performed by the Contractor will be monitored daily by SEH. In the event of a failed test result, the Contractor will be required to take corrective action and a retest will be taken until passing results are achieved. SEH will review all quality control testing performed by the Contractor for compliance with the specifications. Should any additional testing need to be accomplished, this will be coordinated with the Contractor who will be responsible for completion. The scope of effort for this task is to only track items identified by FAA as ineligible.

Task 1.3 – Review of Quality Assurance Testing – All quality assurance test results performed by the quality assurance testing subconsultant will be monitored on a daily basis and summarized by SEH. In the event of a failed test result, the Contractor will be required to take corrective action and a retest will be taken until passing results are achieved. SEH will review final quality assurance testing for compliance with the specifications. This will be conducted prior to submission to the FAA. Should any additional testing need to be accomplished, this will be coordinated with the subconsultant who will be responsible for completion. The scope of effort for this task is to only track items identified by FAA as ineligible.

Task 1.4 – Calculate Construction Quantities – SEH will review quantities with the Contractor on a weekly basis. Any discrepancies or disagreements regarding completed quantities will be resolved in advance of any partial pay application process. Periodic cost estimates will be developed by SEH to ensure compliance with the overall project budget. The scope of effort for this task is to only track items identified by FAA as ineligible.

Task 1.5 – Pay Applications – SEH will prepare partial pay applications semi-monthly during construction, a final pay application including final agreed upon quantities for all work components, and a pay application releasing retainage to the Contractor once all closeout requirements have been met. Actual completed quantities will be tabulated for use in preparing all pay applications. It is anticipated that 6 pay applications will be submitted – 30 pay applications as part of Schedule A (85% eligible) and 6 pay applications as part of Schedule B (15%). The scope of effort for this task is to only track items identified by FAA as ineligible.

Task 1.6 – Daily Reports – SEH will maintain a daily log of the construction activities and maintain construction photos for record keeping purposes. The scope of effort for this task is to only track items identified by FAA as ineligible.

Task 1.7 – Final Inspection and Punch List – SEH will conduct a final inspection after completion of the project. SEH will issue notifications and prepare a punch list of any outstanding items requiring correction. A tracking document will be prepared and progress on the punch list items will be recorded until all issues are resolved. The scope of effort for this task is to only track items identified by FAA as ineligible.

Task 1.8 – Final Quality Assurance Summary – SEH will prepare and submit a final testing summary for the project. The scope of effort for this task is to only track items identified by FAA as ineligible.

Work Element 2: Construction Observation

This work element includes additional efforts for the ineligible scope of work. Approximately 85% of the work hours as described in Schedule A are considered eligible. The remaining 15% is considered ineligible and covered in this schedule (Schedule B). Specific tasks included with this work element include:

Task 2.1 – Construction Observation – Additional construction observation efforts for the ineligible scope of work by the following personnel:

RPR #1 – Additional construction observation efforts for the ineligible scope of work.

RPR #2 – Additional construction observation efforts for the ineligible scope of work.

Project Manager – Additional construction observation efforts for the ineligible scope of work.

Task 2.2 – Construction Coordination – Additional construction coordination efforts for the ineligible scope of work.

Work Element 3: Project Management – This task includes the overall project management of Work Elements 1 through 2 noted above.

Task 3.1 – Overall Project Management – This task includes additional project coordination and administration for the ineligible scope of work.

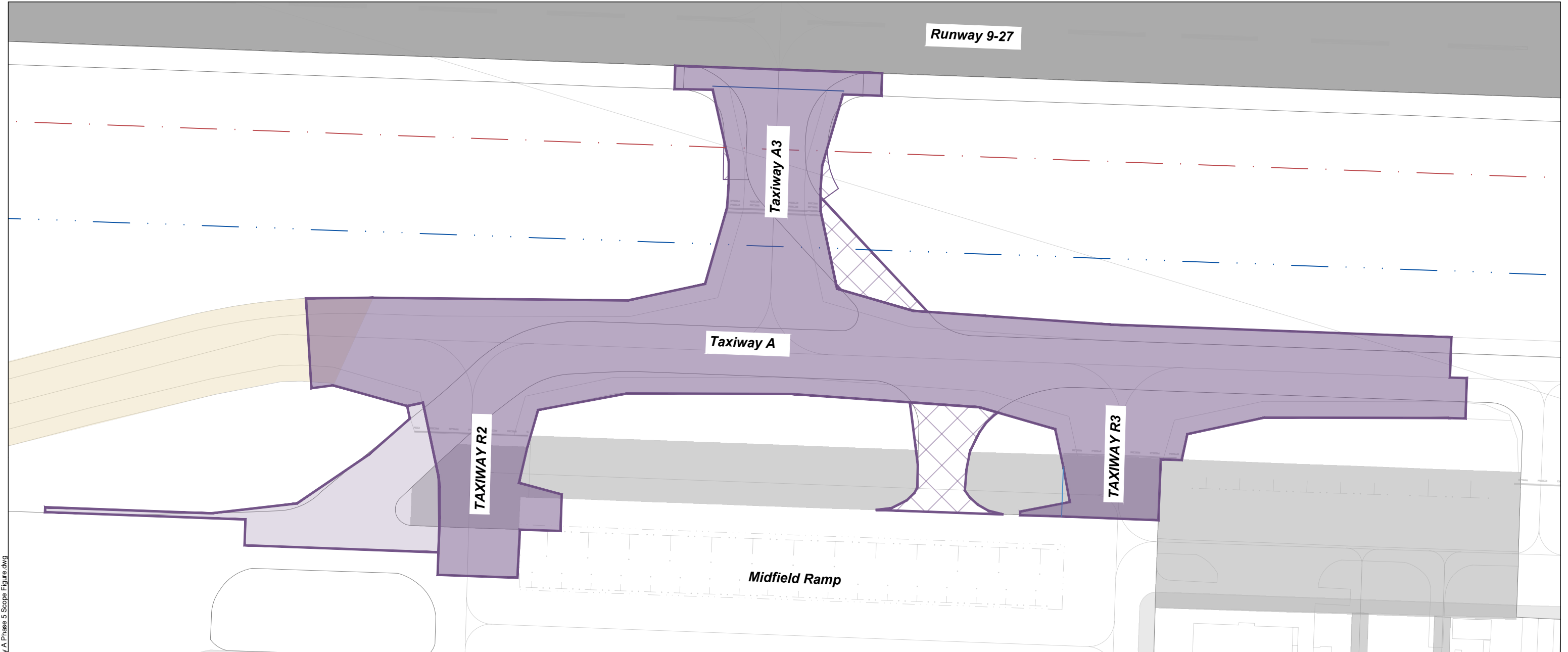







Taxiway A Reconstruction (Phase 5)

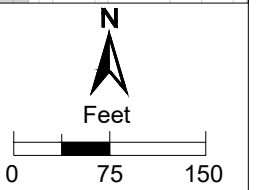
Duluth International Airport
Duluth, Minnesota

Figure 1

Project Exhibit
05/2024; DULAI



-  Taxiway A (Phase 5) - Approximate Limits
-  Taxiway A (Phase 5) - Temporary Pavement
-  Approximate Phase 5 Pavement Removals
-  Runway Safety Area (RSA)
-  Runway Object Free Area (ROFA)



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ATTACHMENT B-1
ESTIMATED FEES AND EXPENSES
TAXIWAY A RECONSTRUCTION (PHASE 5)
SCHEDULE A (FAA AIP ELIGIBLE)
CONSTRUCTION ADMINISTRATION, OBSERVATION, AND CLOSEOUT
DULUTH INTERNATIONAL AIRPORT (DLH)
Duluth Airport Authority (DAA)
Duluth, Minnesota

Task No.	Task Description	Principal	Project Manager / Engineer V	Engineer IV	Resident Project Representative (RPR#1)	Engineer II (RPR#2)	Natural Resource Scientist	Water Resource Engineer	Environmental Scientist	Senior CAD Technician	Survey Crew Chief III	Survey Crew Chief I	Aviation Planner IV	Administrative Assistant
Bidding														
1.1	Bidding Services		8	4										4
1.2	Bid Opening		2											2
1.3	Bid Review, Recommendation, and Award	1	2	4										4
Construction Administration Services														
2.1	Scope Development	8	32	30			2	2		16			8	4
2.2	Project Administration Services			45			15	8		40				30
2.3	Construction Management Plan (CMP)	2	10	12										1
2.4	Preparation of Project Files	2	10											8
2.5	Establish Survey Control										8	8		
2.6	Pre-Construction Activities	1	10	10	8	8	1	1			1		1	4
2.7	Construction Security Coordination		12											
2.8	Permit Coordination			4			10	20						
2.9	Submittal and Shop Drawing Review		20	40										
2.10	Construction Progress Meetings	8	30	30			10	4					8	16
2.11	Pre-Paving Conference		2	2										
2.12	Review of Quality Control Testing		20	40										
2.13	Review of Quality Assurance Testing	2	20	40										
2.14	Review of Contractor Payroll Forms		20											8
2.15	Calculate Construction Quantities	2	20	40						8				
2.16	Pay Applications	8	30											
2.17	Daily Reports		30	30										
2.18	Weekly Reports		8											8
2.19	Change Orders / Supplemental Agreements	4	16	32						8				4
2.20	Final Inspection and Punch List	8	8	8										
2.21	As-Built Drawings		2	4						32				
2.22	Final Quality Assurance Summary		2	4										
2.23	Update Airport Layout Plan (ALP)	1	1							4			16	2
2.24	Warranty Inspection Site Visit		8	8										
2.25	Environmental Investigation		2						50					2
Construction Observation														
3.1	Construction Observation	15	245		1,182	918								
3.2	Construction Coordination	15	204											
FAA Reporting and Project Closeout														
4.1	FAA Quarterly Reports		8											4
4.2	FAA Closeout Report	1	4	8										1
4.3	Project Closeout		4	8										2
4.4	DBE Requirements		4	8										2
Public Outreach and Project Management														
5.1	Duluth Airport Authority (DAA) Meetings	6	6										6	
5.2	DLH Tenant Meetings		15											
5.3	Public Outreach Plan		10							8			8	4
5.4	DLH Airfield User Meetings	2	4	2										
5.5	DLH Tenant and User Newsletter		4										9	
5.6	FAA and ATCT Meetings		3	6									3	
5.7	Community Outreach Newsletter		1										2	4
5.8	Overall Project Management	4	12	8									61	12
Total Hours Per Labor Category		90	849	427	1,190	926	38	35	50	116	9	8	61	126

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Principal	90	\$91.06	\$8,195.76
Project Manager / Engineer V	849	\$71.45	\$60,658.21
Engineer IV	427	\$54.93	\$23,455.47
Resident Project Representative (RPR#1)	1,190	\$49.16	\$58,500.07
Engineer II (RPR#2)	926	\$51.43	\$47,624.65
Natural Resource Scientist	38	\$55.44	\$2,106.73
Water Resource Engineer	35	\$77.92	\$2,727.05
Environmental Scientist	50	\$55.44	\$2,772.02
Senior CAD Technician	116	\$63.18	\$7,329.25
Survey Crew Chief III	9	\$44.19	\$397.68
Survey Crew Chief I	8	\$38.14	\$305.10
Aviation Planner IV	61	\$57.82	\$3,527.14
Administrative Assistant	126	\$37.56	\$4,732.83
Total Direct Labor Costs:	3,925		\$222,331.98
Overhead			\$422,430.73
Total Labor Costs			\$644,762.69
Fee (15%) on Total Labor Costs:			\$96,714.40

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Electrical Engineering (Construction Administration) - Subconsultant (Burns & McDonnell)	1	\$43,700.00	\$43,700.00
Quality Assurance Testing - Subconsultant (Braun Intertec)	1	\$118,256.25	\$118,256.25
ALCMS Upgrade (ADB Safegate)	1	\$17,785.90	\$17,785.90
Parking	40	\$9.00	\$360.00
DAA Secure Badging	10	\$175.00	\$1,750.00
Employee Mileage	16,000	\$0.67	\$10,719.67
Employee Per Diem	204	\$279.00	\$56,916.00
Employee Auto Allowance	204	\$16.00	\$3,264.00
Computer Charges	3,925	\$5.55	\$21,783.75
Survey Equipment - Total Station/GPS	8	\$45.00	\$360.00
Survey Truck	8	\$4.90	\$39.20
Reproductions / Miscellaneous	1	\$500.00	\$500.00
Total Expenses			\$275,434.77

SUMMARY:

Total Labor Costs + Expenses + Fee	\$1,016,911.86
Estimated Total	\$1,016,900.00

ATTACHMENT B-2
ESTIMATED FEES AND EXPENSES
TAXIWAY A RECONSTRUCTION (PHASE 5)
SCHEDULE B (FAA AIP INELIGIBLE)
CONSTRUCTION ADMINISTRATION, OBSERVATION, AND CLOSEOUT
DULUTH INTERNATIONAL AIRPORT (DLH)
Duluth Airport Authority (DAA)
Duluth, Minnesota

Task No.	Task Description	Principal	Project Manager / Engineer V	Engineer IV	Resident Project Representative (RPR#1)	Engineer II (RPR#2)	Water Resource Engineer	Senior CAD Technician	Survey Crew Chief III	Survey Crew Chief I	Aviation Planner IV	Administrative Assistant
Construction Administration Services												
1.1	Scope Development	2	8	4			1	4				2
1.2	Review of Quality Control Testing		4	6								1
1.3	Review of Quality Assurance Testing	1	4	6								1
1.4	Calculate Construction Quantities		4	12								
1.5	Pay Applications	6	12									
1.6	Daily Reports		8									
1.7	Final Inspection and Punch List	4	4	4								
1.8	Final Quality Assurance Summary	1	2	4								2
Construction Observation												
2.1	Construction Observation	3	44	194	162							
2.2	Construction Coordination	3	36									
Project Management												
3.1	Overall Project Management	2	8	2								
	Total hours per labor category	22	134	232	162	0	1	4	0	0	0	6

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Principal	22	\$91.06	\$2,003.41
Project Manager / Engineer V	134	\$71.45	\$9,573.85
Engineer IV	232	\$54.93	\$12,743.96
Resident Project Representative (RPR#1)	162	\$49.16	\$7,963.88
Engineer II (RPR#2)	0	\$51.43	\$0.00
Water Resource Engineer	1	\$77.92	\$77.92
Senior CAD Technician	4	\$63.18	\$252.73
Survey Crew Chief III	0	\$44.19	\$0.00
Survey Crew Chief I	0	\$38.14	\$0.00
Aviation Planner IV	0	\$57.82	\$0.00
Administrative Assistant	6	\$37.56	\$225.37
Total Direct Labor Costs:	561		\$32,841.11
Overhead			\$62,398.11
Total Labor Costs			\$95,239.22
Fee (15%) on Total Labor Costs:			\$14,285.88

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Quality Assurance Testing - Subconsultant (Braun Intertec)	1	\$20,868.75	\$20,868.75
Employee Mileage	2,830	\$0.67	\$1,895.77
Employee Per Diem	36	\$279.00	\$10,044.00
Employee Auto Allowance	36	\$16.00	\$576.00
Computer Charges	561	\$5.55	\$3,113.55
Total Expenses			\$36,498.07

SUMMARY:

Total Labor Costs + Expenses + Fee	\$146,023.17
Estimated Total	\$146,000.00

June 24, 2024

Proposal QTB198135

Adinda Van Espen, PE
Short Elliott Hendrickson, Inc.
3535 Vadnais Center Drive
Saint Paul, MN 55110

Re: Proposal for Construction Materials Testing Services
Taxiway A Reconstruction – Phase 5
Duluth International Airport
4701 Grinden Drive
Duluth, Minnesota

Dear Ms. Van Espen:

Braun Intertec Corporation respectfully submits this proposal to provide quality control observation and testing services during site grading, aggregate base placement, and bituminous and concrete paving for the reconstruction of Phase 5 of the Taxiway A project at the Duluth International Airport.

We have completed the geotechnical evaluation for Phase 5 of the Taxiway A Reconstruction project, so we have a unique understanding of the site and construction challenges. We can aid the construction team by applying this experience and transferring our knowledge developed during the design phase which will provide professional continuity to the construction. Our work on the project to date gives us familiarity with the project team and design development, which allows us to understand some of the considerations used when developing the project's design.

Our Understanding of Project

We understand the project will consist of the reconstruction of approximately 1,800 feet of Taxiway A north of the Midfield Ramp, including Taxiway Connectors A3, R2, and R3. A temporary section of Taxiway A will be constructed west of Taxiway Connector R2. We understand the work within the Runway Safety Area (RSA) of Runway 9-27 will include a 60-hour weekend period and 7 periods of nighttime work.

Taxiway A and Taxiway Connectors A3, R2, and R3 will consist of recompacted subgrade (P-152), geotextile fabric, 15 inches of Granular Borrow (P-154), 6 inches of Crushed Aggregate Base Course (P-209), 5 inches of Bituminous Base Course (MnDOT 2360), and 13 inches of Concrete Pavement (P-501). The temporary section of Taxiway A will consist of recompacted subgrade (P-152), geotextile fabric, 19 inches of Granular Borrow (P-154), 12 inches of Crushed Aggregate Base Course (P-209), and 8 inches of Bituminous Pavement (P-401).

Available Project Information

This proposal is based on our review of the documents described below. We will submit a revised scope of services and cost if the project changes.

- Bidding Documents including a Project Manual and Construction Drawings prepared by Short Elliott Hendrickson, Inc., dated May 29, 2024.
- Geotechnical report prepared by Braun Intertec Corporation under project number B2308385, dated February 21, 2024.

Scope of Services

Services are performed under the direction of a licensed professional engineer. Observation and testing services will be performed on a full-time or an on-call, as-needed basis as requested and scheduled by you or your on-site project representative. After reviewing available information to determine compliance with project plans and/or specifications and other design or construction documents, our scope of services for the project will be limited to the tasks defined below.

Soil Related Services

- Observe and evaluate the soils exposed in the bottoms of excavations to determine if the soils are similar to those encountered with the geotechnical evaluation and suitable for support of fill and pavements. Our engineer can provide consultation for conditions that appear to differ from the geotechnical evaluation.
- Measure the in-place dry density, moisture content and relative compaction of subgrade, granular borrow, and crushed aggregate base placed for pavement and utility support for compliance with the project documents. This task includes performing laboratory Proctor tests to provide maximum dry densities from which the relative compaction of fill can be determined, as well as the use of a nuclear density gauge to measure in-place dry densities and moisture contents, as well as proof rolls.
- Perform Dynamic Cone Penetrometer (DCP) tests on crushed aggregate base materials if needed.
- Sample and test granular borrow and crushed aggregate base materials for compliance with the project documents. This task includes laboratory gradation testing of aggregate base material.

Concrete Related Services

- Sample and test fresh concrete associated with pavement for compliance with the project documents and cast concrete beams for laboratory flexural strength testing. We assume that we will be able to appropriately dispose of excess concrete (and associated wash water) on site at no additional cost to us.

- Measure and report the flexural strength of the concrete beams for compliance with the project documents. A set of two beams will be tested at 28 days for each subplot set cast.

Bituminous Related Services – FAA Specifications

- Sample and test bituminous pavement materials for compliance with the project documents, including Rice specific gravity and gyratory gravity tests of the bituminous FAA P-401.
- Provide a full-time bituminous pavement technician who will provide quality acceptance testing of the bituminous pavement in accordance with FAA P-401 requirements.
- Measure the thickness and density of the compacted bituminous pavement by the core method per FAA P-401 for compliance with the project documents. All labor and equipment for obtaining core samples will be provided by the contractor.

Bituminous Related Services – MnDOT Specifications

- Perform full-time bituminous paving observation during placement of bituminous pavement.
- Perform verification testing in accordance with MNDOT 2360 specifications.

Consulting, Project Communication and Reporting Services

- Project management, including scheduling of our field personnel and project meetings.
- Review observation and test reports and communicating with you and the parties you may designate such as the project contractor(s), and other project team members, as needed.
- Transmit test results to the project team on a weekly basis.

Scheduling Assumptions

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- Project will begin in May of 2025 and be completed in the Fall of 2025.
- We assume four trips for excavation observations and removals.
- We assume it will take 24 trips to complete the compaction testing by DCP and nuclear density gauge method (including 4 trips for nighttime work) for the project.
- We have provided an additional seven trips for sample pick up for proctors and gradations of the subgrade and aggregate materials during placement.

- Our assumption is concrete paving will be completed in 20 days (including two days of nighttime work) for the project.
- Our assumption is bituminous paving will be completed in 16 days (including two days of nighttime work) for the project.
- We assume the project engineer of record will review and approve contractor's quality control submittals and test results.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

If the work is completed at different rates than described above, this proposal should be revised. If the pace of construction is different than described above, this proposal should be revised.

Cost and Invoicing

We will furnish the services described herein for an estimated fee of **\$139,125**. **Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be significantly reduced or slightly higher than estimated.** A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 5:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal business hours will be invoiced using an overtime rate factor.

The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges based on conversations with the contractor. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed.** If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement.

The proposed fee is based on the scope of services described and the assumptions that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

Our services will be provided under the terms of our Master Subcontractor Agreement dated March 19, 2024.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Aaron Tast at 320.980.3504 (atast@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Colin L. Anderson, PE
Project Engineer



Aaron M. Tast
Senior Manager, Aviation Services



Joseph C. Butler, PE
Associate Director, Senior Engineer

Attachments:
Project Proposal (2 Pages)

The proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Project Proposal

QTB198135

Taxiway A Reconstruction - Phase 5

Client: Short Elliott Hendrickson, Inc. Adinda Van Espen 3535 Vadnais Center Dr Saint Paul, MN 55110	Work Site Address: Duluth International Airport 4701 Grinden Drive Duluth, MN	Service Description: Construction Materials Testing AIP 3-27-0024-079-2024
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	Description	Quantity	Units	Unit Price	Extension
Phase 1	Quality Assurance Testing				
Activity 1.1	Soils Testing				\$28,855.00
206	Excavation Observations/Proofroll	30.00	Hour	135.00	\$4,050.00
207	Compaction Testing - Nuclear	112.00	Hour	105.00	\$11,760.00
1308	Nuclear moisture-density meter charge, per hour	112.00	Each	20.00	\$2,240.00
217	Compaction Testing - DCP	20.00	Hour	115.00	\$2,300.00
209	Sample pick-up	28.00	Hour	105.00	\$2,940.00
1318	Moisture Density Relationship (Modified)	10.00	Each	215.00	\$2,150.00
1162	Sieve Analysis (P-154_P-209)	10.00	Each	175.00	\$1,750.00
1861	CMT Trip Charge	37.00	Each	45.00	\$1,665.00
Activity 1.2	Pavement Testing				\$38,270.00
222	Bituminous Testing (FAA/MNDot)	160.00	Hour	135.00	\$21,600.00
2689	MnDOT Bituminous Verification, per sample	8.00	Each	900.00	\$7,200.00
1542	Thickness and Density of Bituminous Core	40.00	Each	65.00	\$2,600.00
1861	CMT Trip Charge	16.00	Each	45.00	\$720.00
110	Travel Time (as needed)	30.00	Hour	105.00	\$3,150.00
1862	PAVE Trip Charge (as needed)	4.00	Each	300.00	\$1,200.00
1863	Per diem (as needed)	8.00	Each	225.00	\$1,800.00
Activity 1.3	Concrete Testing				\$34,250.00
261	Concrete Testing	200.00	Hour	105.00	\$21,000.00
1367	Flexural strength of beams (ASTM C 78 and ASTM C 293), per specimen	45.00	Each	140.00	\$6,300.00
1364	Compressive strength of concrete cylinders, per specimen	35.00	Each	40.00	\$1,400.00
278	Concrete Cylinder/Beam Pick up	40.00	Hour	105.00	\$4,200.00
1861	CMT Trip Charge	30.00	Each	45.00	\$1,350.00
Activity 1.4	Project Management & Reporting				\$37,750.00
238	Project Assistant	25.00	Hour	100.00	\$2,500.00
226	Project Manager	25.00	Hour	175.00	\$4,375.00
125	Project Control Specialist	10.00	Hour	165.00	\$1,650.00
126	Project Engineer	10.00	Hour	185.00	\$1,850.00
228	Senior Project Manager	85.00	Hour	200.00	\$17,000.00
1856	Vehicle mileage, per mile	3,500.00	Each	1.00	\$3,500.00
1863	Per diem	15.00	Each	225.00	\$3,375.00
1230	Testing Summary Report	1.00	Each	3,500.00	\$3,500.00
Phase 1 Total:					\$139,125.00

Proposal Total:	\$139,125.00
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Task No.	Task Description	Project Manager (Associate)	Elec. Engr (Associate)	Elec. Engr. (Senior)	CADD (Staff)	Admin. Assist. (General Office)	Task Hours	Task Cost
1	Construction Administration Services							
1.1	SCOPE DEVELOPMENT - NO SERVICES						0	\$ -
1.2	PROJECT ADMINISTRATION SERVICES							
	RFI's / CO's	4		8	8		20	\$ 3,940.00
	Internal Meetings (Bi-Weekly) - assume 12 virtual attended by PM and EE	6		6			12	\$ 2,610.00
1.3	PREPARATION OF PROJECT FILES							
	Update Documents to IFC	1	1	4	8		14	\$ 2,695.00
	Compile / Issue IFC Documents	1		1		1	3	\$ 530.00
1.4	PRE-CONSTRUCTION ACTIVITIES							
	Pre-Construction Meeting Participation - assume 1 hr virtual attended by PM and EE	1		1			2	\$ 435.00
1.5	CONSTRUCTION SECURITY COORDINATION - NO SERVICES						0	\$ -
1.6	PERMIT COORDINATION - NO SERVICES						0	\$ -
1.7	SUBMITTAL AND SHOP DRAWING REVIEW							
	Submittal Review	2		10		2	14	\$ 2,660.00
1.8	CONSTRUCTION PROGRESS MEETINGS							
	Progress Meeting Participation - assume 30 min virtual attended by PM and EE	12		12			24	\$ 5,220.00
1.9	REVIEW OF QUALITY CONTROL TESTING - NO SERVICES						0	\$ -
1.10	REVIEW OF QUALITY ASSURANCE TESTING							
	Review P-610 Test Results	2		1			3	\$ 670.00
	Review Electrical Performance Test Results / Troubleshooting	1	2	4			7	\$ 1,555.00
1.11	REVIEW OF CONTRACTOR PAYROLL FORMS - NO SERVICES						0	\$ -
1.12	CALCULATE CONSTRUCTION QUANTITIES							
	Support Quantity Tracking / Questions	1		4	2	0.5	7.5	\$ 1,432.50
1.13	PAY APPLICATIONS - NO SERVICES						0	\$ -
1.14	DAILY REPORTS - NO SERVICES						0	\$ -
1.15	WEEKLY REPORTS - NO SERVICES						0	\$ -
1.16	CHANGE ORDERS / SUPPLEMENTAL AGREEMENTS							
	Support CO's and SA's	2		4	2		8	\$ 1,620.00
1.17	FINAL INSPECTION AND PUNCHLIST							
	Support Final Inspection and Punchlist	1		2			3	\$ 635.00
1.18	AS-BUILT DRAWINGS							
	Develop As-Built Drawings	2		6	8	1	17	\$ 3,165.00
1.19	UPDATE AIRPORT LAYOUT PLAN (ALP) - NO SERVICES						0	\$ -
1.20	WARRANTY INSPECTION SITE VISIT							
	Support Warranty Inspection - no travel included	1		3			4	\$ 835.00

Task No.	Task Description	Project Manager (Associate)	Elec. Engr (Associate)	Elec. Engr. (Senior)	CADD (Staff)	Admin. Assist. (General Office)	Task Hours	Task Cost
2	Construction Observation							
2.1	CONSTRUCTION OBSERVATION							
	Civil / Project Manager Site Visit - 1 Trip	8					8	\$ 1,880.00
	Electrical Engineer Site Visit - 2 Trips	2	2	32			36	\$ 7,390.00
2.2	PROJECT MANAGER - NO SERVICES						0	\$ -
3	FAA Reporting and Project Closeout							
3.1	FAA QUARTERLY REPORTS - NO SERVICES						0	\$ -
3.2	FAA CLOSEOUT REPORT	1		2		0.5	3.5	\$ 682.50
3.3	PROJECT CLOSEOUT - NO SERVICES						0	\$ -
3.4	DBE REQUIREMENTS - NO SERVICES						0	\$ -
4	Project Management and Stakeholder Coordination							
4.1	DULUTH AIRPORT AUTHORITY (DAA) MEETINGS - NO SERVICES						0	\$ -
4.2	DLH TENANT MEETINGS - NO SERVICES						0	\$ -
4.3	DLH AIRFIELD USER MEETINGS - NO SERVICES						0	\$ -
4.4	FAA AND AIR TRAFFIC CONTROL TOWER (ATCT) MEETINGS - NO SERVICES						0	\$ -
4.5	REIMBURSABLE AGREEMENT COORDINATION - NO SERVICES						0	\$ -
4.6	OVERALL PROJECT MANAGEMENT - NO SERVICES						0	\$ -
5	BMcD Management & Administration							
5.1	Project Management	8				2	10	\$ 2,070.00
	Burns & McDonnell Labor Subtotal	56	5	100	28	7	196	\$ 40,025.00
6	Other Direct Costs							
6.1	Reproduction Costs							\$ 250.00
6.2	Travel & Expenses							\$ 3,425.00
	Grand Total							\$ 43,700.00



Quote
ALCMS
Upgrade

Proposal Information	
Project Number:	DLH-2401
Estimated By:	Somto Nwobi
Quote Revision:	<1.0>: 6/5/2024
Airport:	DULUTH INTERNATIONAL AIRPORT
Project Description:	Taxiway Reconstruction – ALCMS Updates – Phase 5



This quote is valid for 90 days from quote date and will need to be re-quoted if expired

Company Confidential Information.
This proposal is considered proprietary and confidential and intended for the sole use of ADB SAFEGATE's intended recipient. Any reproduction, retransmission, or sharing of information related to this document is strictly prohibited.

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1. Terms and Conditions

Herein is the project proposal which describes ADB SAFEGATE's interpretation of the work to be completed according to requirements gathered from available specifications, drawings and addendums received at the time of the quote date. Included is the preliminary scope statement, equipment list, block diagram, preliminary schedule, risk analysis and support service responsibilities of ADB SAFEGATE and the installing Contractor.

2. References and Applicable Documents

This Quote information is based on the following applicable documents received as of the indicated quote date. Any changes / addendums that may result in changes to scope of this project will require a change order request.

Reference	Details
Written Specifications:	N/A
Specification Document	N/A
Email / Phone Conversations	As per information provided by sales.

Table 1: References and Applicable Documents

3. Project Scope Statement

The purpose of this project is to update the existing Airfield Lighting Control and Monitoring System (ALCMS) at DULUTH INTERNATIONAL AIRPORT (DLH).

The project scope will include:

- Update taxiway geometry in the taxiway Alpha & taxiway Alpha A3 intersection (Phase 5).
 - Includes Taxiway Romeo 2 and Romeo 3 geometry.
 - Includes 1 trip to complete updates for the Phase 5 work.

4. Requests for Information (RFI)

To configure this system, ADB Safegate requests that the engineer provides us updated graphic information to this project so that the configuration work can be completed. Currently there are no plans provided to show as to how the graphical update should be represented or the circuit name for the new regulator. Please provide this information along with Purchase order when issued.

5. Scope of Support Services

5.1 Submittal Phase

Technical written and electrical/mechanical Submittal drawings will be delivered within four (4) weeks from receipt of Purchase Order. Equipment will not be released to production until ADB SAFEGATE receives written hard copy of approved Submittals including written technical proposal and electrical/mechanical drawings. Approved Submittals are ADB SAFEGATE's only indication that the system design is correct and provides ADB SAFEGATE authorization to begin procuring equipment.

5.2 Touchscreen Demonstration

ADB SAFEGATE will provide an electronic demonstration file of the touchscreen control HMI upon receipt of all information from the HMI Working Group.

5.3 Factory Acceptance Test [FAT]

An Un-witnessed Factory Acceptance Test will be performed in-house by ADB SAFEGATE Personnel prior to shipment. FAT Test Reports will be available upon customer request.

5.4 On Site Commissioning and System Acceptance Test [SAT]

ADB SAFEGATE will complete onsite commission and system readiness checks. A witnessed System Acceptance Test will be performed on site by ADB SAFEGATE Personnel to be witnessed by airport owner/owner representative and contractor. Copies of the SAT Reports can be provided upon request.

5.5 Project Documentation

ADB SAFEGATE will provide and Electronic copies of the final As-Installed Drawings.

6. Project Critical Milestones and Delivery

The project will be managed with the following milestones involved in the design, production, testing, commissioning, and training for this project.

ID	Milestone	Description
M1	Submittal	Written Proposal / Drawings submitted to customer for review/approval
M2	Submittal Approval	Submittal reviewed by the customer and approved for release
M3	Production Release	Equipment is released for procurement
M4	Touchscreen Demonstration Approval	Preliminary software is completed, and an electronic demonstration file is provided to customer for HMI Design approval
M6	Factory Acceptance Testing	Factory Acceptance Testing (FAT) is completed by project team at ADB SAFEGATE
M9	Commissioning	ADB SAFEGATE commissioning team inspects installation, complete commissioning and performs Operational Readiness Test
M10	System Acceptance Testing	System Acceptance Testing (SAT) is witnessed by airport/owner and/or engineer

Table 2 Project Critical Milestones

6.1 Delivery Schedule and Contingencies

Equipment will not be released for purchasing or production until receipt of written approval of Submittals including written technical proposal and electrical/mechanical drawings. This means delivery date of equipment is contingent on length of **Submittal Approval Phase (M2)**.

Shipment schedule will be confirmed upon ADB SAFEGATE's receipt of approved written Submittals and/or drawing package.

7. Invoicing

ADB SAFEGATE will invoice for completed work based on schedule milestone completion as follows:

ID	Invoice Milestone	Description
M10	SAT – Project Upgrade	Upon completion of commissioning responsibilities and completion of SAT, ADB SAFEGATE will invoice for project completion.

Table 3 Invoicing Schedule

8. ADB SAFEGATE Responsibilities

Unless otherwise indicated in an additional Request for Quote (RFQ) from the contractor, ADB SAFEGATE's project team will provide the following services as required for the project described herein:

- Coordinate and plan with Contractor schedule for system commissioning. Coordinate date for switchover to new system pending completion of Contractor's responsibilities
- Perform operational readiness test (ORT) to demonstrate proper operation prior to system switchover.
- Make any hardware/software changes that are contractual requirements within scope
- Perform final System Acceptance Test (SAT) with owner/owner representative and contractor
- Resolve any punch list items that are contractual requirements within scope
- Record owner/owner representative system acceptance and provide formal SAT record upon request

9. Contractor Responsibilities

Unless otherwise indicated in an additional Request for Quote (RFQ) from the contractor, the Contractor is responsible for the following services as required for the project described herein:

- Provide manpower and airport escorts as needed through entire installation, commissioning, and testing effort.
- Complete all airfield work such that all CCR loads are in their final configuration and circuits are fully operational (all lamps burning).
- Coordinate and provide manpower for completion of System Acceptance Testing (SAT) assuring appropriate personnel are present to witness and authorize the test report.
- Complete punch list items within project requirements
- Provide project sign-off upon completion of all project equipment



Taxiway A Reconstruction, Phase 5 ALCMS

PROVIDED TO: **Duluth International Airport**
PROPOSAL #: Q13947
TOTAL PRICE: \$ 17,785.90
DATE: 06/21/24

QUOTE DATE:	06/21/24	AIRPORT NAME:	Duluth International Airport	CUSTOMER:	Duluth International Airport
EXPIRATION DATE:	09/19/24	PROPOSAL TITLE:	Taxiway A Reconstruction, Phase 5 ALCMS	ADDRESS:	Duluth United States
QUOTE REVISION:	MASTER	TOTAL:	\$ 17,785.90		
TAKEN BY:	Mike Bush				

BID ITEM	LINE #	QTY	UNIT	P/N	DESCRIPTION	UNIT PRICE	EXT PRICE
L-890	1	1	EA		L-890- ALCMS UPGRADE	\$ 17,785.90	\$ 17,785.90
	1.1	1	EA	PROJECT UPGRADE	TAXIWAY A PHASE 5 UPGRADE		

TOTAL PRICE: \$ 17,785.90

RESERVATION CLAUSE:

Purchaser acknowledges that ADB SAFEGATE is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Equipment provided under the Contract, including any export license requirements. Purchaser agrees that such Equipment shall not at anytime directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by ADB SAFEGATE of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. PURCHASER AGREES TO INDEMNIFY AND HOLD ADB Safegate HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

This quotation is solely the interpretation of ADB SAFEGATE as to the intent of the plans and specifications. Final quantities and bill of material are the responsibility of the customer and will be negotiated prior to acceptance of a purchase order. This quotation covers only the materials listed herein and is not intended to be interpreted as inclusive of any and all airfield lighting materials necessary for the project, (i.e. per "plans and specs") unless agreed in writing by ADB SAFEGATE.

Orders after quotation expiration date are subject to price increases.

This quotation is a solicitation for offer only and is to be used by the recipient for purposes of bid or quote preparation. Any disclosure to a third party of the information contained herein is prohibited.

Unit price shall prevail in the event of a conflict between unit prices, price extensions, and/or quantities.

This quotation reflects spreading various costs arbitrarily over the entire bill of material listed. Unit prices are for reference only. Prices valid for the purchase of individual items can be supplied upon written request.

Unless otherwise agreed upon, ADB SAFEGATE's Standard Terms and Conditions apply. Any applicable duties or sales, use, imports, excise, value-added or similar taxes ARE NOT INCLUDED in the prices and will be added and invoiced unless an acceptable exemption certificate or certificate for resale is furnished. All monetary amounts are in USD. This proposal is subject to the ADB SAFEGATE terms and conditions of sales and any acceptance of this proposal shall be limited to those terms.

DISCOUNTS ARE TYPICALLY VALID TOWARDS THE PURCHASE OF THE ENTIRE QUOTED BILL OF MATERIAL (BOM). ANY DELETION OF SPECIFIC BID ITEM(S) OR DEVIATIONS OF MATERIAL MAY INVALIDATE THE DISCOUNT AND THE BOM WILL BE SOLD AT THE ORIGINALLY PUBLISHED QUOTE PRICE (LATEST REVISION). IF DELETIONS OR DEVIATIONS OF MATERIAL ARE PER THE DESIGN ENGINEER, THIS WILL NOT NEGATE THE DISCOUNT.

Thank you for your interest in ADB SAFEGATE products.

Terms of Sale for Goods and Services Attachment: A

(Revised 01 AUG 2023)

All references herein to "Seller" or "ADB Safegate" refer to ADB Safegate Americas, LLC.

All references herein to currency, "\$", or dollars refer to US Dollars.

1. ACCEPTANCE OF ORDERS: Seller's published prices and quotations are solicitations for offers to purchase. No order shall be binding upon seller until accepted in writing by seller at its headquarters office. The issuing of submittal data or materials shall not be deemed to constitute acceptance of an order. Orders accepted by seller based on its quotation do not imply or guarantee that such equipment conforms precisely to the Buyer's "plans and specifications." Terms of this Terms and Conditions of Sale will apply to orders accepted, regardless of terms stated on purchase order received. Seller's acceptance of the Buyer's order is conditioned upon the Buyer's assent to the terms and conditions set forth herein and shall be deemed a part of such order. No modified or additional conditions will be accepted by Seller unless specifically agreed to in writing. Seller's failure to object to such modified or additional provision contained in any purchase order or other communication from the Buyer shall not be construed as a waiver of the conditions as defined herein or an acceptance of any such modified or additional conditions proposed by the Buyer. No order accepted by Seller may be altered or modified by the Buyer unless agreed to by Seller in writing.

2. PRICES: Orders, except orders on hold or orders with deferred ship dates, will be invoiced at the price in effect at the acceptance of the order. Orders on hold will be invoiced with the price in effect at the release date. Deferred orders will be invoiced with the price in effect on the ship date. Orders on a bid or contract basis are not subject to this clause. The minimum order is \$150.00 net. Any order below \$150.00 net will be invoiced at \$150.00 net. Minimum quantities may apply on some products. The Seller's prices include the costs of standard domestic packing only. Due to the volatility in commodity pricing, ADB SAFEGATE may incur surcharges from its vendors to cover fluctuations in raw material pricing. This quotation does not include these surcharges and ADB SAFEGATE reserves the right to add these surcharges, if incurred, to this quotation. Your understanding in this situation is appreciated.

3. TERMS OF PAYMENT: (a) Subject to Seller's credit approval of Buyer and unless otherwise stated, invoice payment terms are net 30 days from date of invoice. Seller may, in its sole discretion, request payment out of an irrevocable, negotiable Letter of Credit, confirmed by either a major US bank or a Schedule I Canadian bank with Seller's prior approval. The Letter of Credit shall not preclude partial shipments. Unless otherwise agreed to in writing, all payments shall be in United States Dollars, and a pro rata payment shall become due as each shipment is made or upon receipt of invoice for Services provided. If shipment is delayed by Buyer, date of notice of readiness for shipment shall be deemed to be date of shipment for payment purposes. (b) On late payments, the contract price shall, without prejudice to Seller's right to immediate payment, be increased by 1 1/2% per month on the unpaid balance, but not to exceed the maximum permitted by law. (c) If at any time in Seller's judgment Buyer is unable or unwilling to meet the terms specified, Seller may require satisfactory assurance of full or partial payment as a condition to commencing or continuing manufacture or making shipment or performing services, and may, if shipment has been made, recover the goods from the carrier, pending receipt of such assurances. (d) Except for Services performed (i) under a firm fixed price basis or (ii) pursuant to terms of a previously priced existing contract between Seller and Buyer and at the Seller's option, invoices for work performed by Seller shall have added and noted on each invoice a charge of 3% (over and above the price of the work) which is related to Seller's compliance with present and proposed environmental, health, and safety regulations associated with prescribed requirements covering hazardous materials management and employee training, communications, personal protective equipment, documentation and record keeping associated therewith. (e) Upon default in payment the contract price shall be increased by all costs related to collection and by reasonable attorney fees. (f) Should the parties agree to transact in a non-US currency pursuant to this Section (3(a)), all references to specific amounts in United States Dollars in these terms and conditions shall also mean an equivalent value in a non-US currency, as determined by the exchange rate at the time of invoice. (g) CREDIT CARDS: Credit cards will be accepted at the time of order from the purchaser. Credit cards are NOT eligible for any payment discounts or special terms. A customer who chooses to pay for an order more than 3 (three) days after invoicing, is subject to a credit card fee of 2.5% of the total purchase price.

4. WARRANTY FOR GOODS AND SERVICES: Seller warrants, to the extent to which any of the same may be applicable, that (a) on the date of shipment the goods are of the kind and quality described herein and are free of non-conformities to the specifications agreed to in writing by the parties, (b) the engineering services performed by it will be performed in accordance with generally accepted professional standards, (c) any specialized tools, equipment and instruments for the use of which a charge is made to the Buyer shall be adequate for the work to be performed and (d) any replacement or other parts furnished by it or any work done by it on the Buyer's equipment or both shall be free of defects in workmanship and materials. This warranty does not apply to goods delivered by Seller but manufactured by others.

Buyer's exclusive remedy for any failure of the goods or services to conform to any of the applicable warranties shall be to have Seller re-perform services, repair, or replace (at Seller's option) the nonconforming item and any affected part of the goods provided by Seller.

Standard Product Guarantee for ADB Safegate Manufactured Products: Seller's obligation to re-perform services or to repair or replace goods shall be in effect for a period of two (2) years from Seller's shipment of the goods. Lamps are excluded from this guarantee.

Product Guarantee for FAA Certified ADB Safegate Manufactured Products: FAA Certified LED products (with the exception of obstruction lights) are warranted against electrical defects in design or manufacture of the LED or LED specific circuitry for a period of four (4) years from date of installation per FAA Engineering Brief 67 (applicable edition). FAA Certified products must be installed, interfaced, and powered with and through components certified under the FAA Airfield Lighting Equipment Certification Program (ALECP) FAA AC 150/5345-53 (applicable edition) to be included in this four (4) year warranty. This includes, but is not limited to, interface with components such as base cans, isolation transformers, connectors, wiring, and constant current regulators. FAA Certified products installed, interfaced, and powered with and through system components that are not FAA certified are covered by the two (2) year Standard Product Guarantee stated above.

Software Product Guarantee: Seller warrants that the Systems will substantially conform to the specification for a period of 12 months from the earlier date of Systems' Acceptance or first use of the System ("Warranty Period"). As stated below in "Software Product Warranty Claim Process", the Buyer shall notify the Seller in writing immediately on becoming aware of any deficiencies in the Systems, as a condition to the enforceability of the warranty given in this clause. The Buyer shall provide the Seller with all documentation and information reasonably required for the elimination of faults in the Systems. Seller shall, within a timely manner (in accordance with the Service Level Agreement, if any), correct the deficiencies of the Systems free of charge, provided (i) the deficiencies have arisen within the Warranty Period, and (ii) Seller has been given written notice of same within the Warranty Period. This warranty is a limited warranty and is restricted to the correction of deficiencies, if any, in the Systems.

This warranty does not cover any problems or defects arising from (a) customer's negligence, abuse, or misuse of the Software, (b) unauthorized modifications or alterations to the Software, (c) use of the Software with incompatible hardware, software, or operating systems, and (d) any third-party products, services, or components not provided by the Licensor.

Software Product Warranty Claim Process: To make a warranty claim, the Buyer must contact the Seller during the Warranty Period and provide (a) a description of the defect or problem, (b) any available supporting documentation or evidence, (c) the date of Software receipt. The Buyer must cooperate with the Seller to diagnose and resolve any reported problems, which may include submitting additional information, installing patches, or following troubleshooting instructions.

EXCEPT FOR THE OBLIGATIONS EXPRESSLY UNDERTAKEN BY SELLER UNDER THIS AGREEMENT AND THE SPECIFIC WARRANTIES CONTAINED IN THIS AGREEMENT, SELLER MAKES NO REPRESENTATION OR WARRANTY THAT THE SYSTEMS WILL ACHIEVE ANY PARTICULAR RESULT. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE INCLUDING, WITHOUT LIMITATION, ANY WARRANTY FOR LATENT DEFECTS OR WARRANTY AS TO FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXCLUDED.

Pass-Through Warranties: Seller agrees to pass through to Buyer any warranties given by its third-party vendors in connection with hardware, software, or other products or services used by Seller to provide the products or services to the extent permitted by the terms and conditions of such warranties.

The Seller shall correct any failure to conform to any of the applicable foregoing warranties of which it is notified in writing within that period specified. Repaired and replacement parts and repair services shall be warranted for the remainder of the original period of notification set forth above. In the case of any other breach of the foregoing warranty, Seller shall furnish engineering services or specialized tools, equipment, and instruments, to the same extent as on the original work. Buyer shall grant Seller access to the goods or services at all reasonable times for Seller to determine any nonconformity in the goods or services. It is understood and agreed that, unless otherwise agreed to in writing by Seller, Seller assumes no responsibility with respect to the suitability of the Buyer's equipment or any latent defects in the same. In no event shall Seller be responsible for providing working access to the defect, including the removal, disassembly, replacement or reinstallation of any equipment, materials or structures to the extent necessary to permit Seller to perform its warranty obligations or transportation costs to and from the Seller factory or repair facility, or for damage to equipment components or parts resulting in whole or in part from improper maintenance or operation or from their deteriorated condition. Seller shall have the right of disposal of items replaced by it. If Seller is unable or unwilling to repair or replace, or if repair or replacement does not remedy the nonconformity, Seller and Buyer shall negotiate an equitable adjustment in the contract price, which may include a full refund of the contract price for the nonconforming goods or services. All warranty work shall be performed in a single shift straight time basis Monday through Friday. In the event the Buyer requires correction of warranty items on an overtime schedule, the premium portion of such overtime shall be for the Buyer's account.

THIS IS SELLER'S SOLE GUARANTEE AND WARRANTY WITH RESPECT TO THE GOODS AND SERVICES. THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES OTHER THAN THOSE MADE EXPRESSLY HEREIN. ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED.

Buyer and successors of Buyer are limited to the remedies specified in this article and shall have no others for nonconformity in the goods or services provided hereunder. Buyer agrees that these remedies provide Buyer and its successors with a minimum adequate remedy and are their exclusive remedies, whether Buyer's or its successors' remedies are based on contract, warranty, tort (including negligence), strict liability, indemnity, or any other legal theory, and whether arising out of warranties, representations, instructions, installations, or non-conformities from any cause.

SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND CONDITIONS WITH REGARD TO THE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

5. PATENTS: Seller shall pay reasonable costs and damages finally awarded in any suit against Buyer or its vendees to the extent based upon a finding that the design or construction of the goods as furnished infringes a United States or Canadian patent, as applicable (except infringement occurring as a result of incorporating a design or modification at Buyer's request), provided that Buyer promptly notifies Seller of any charge of infringement, and Seller is given the right at its expense to settle such charge and to defend or control the defense of any suit based upon such charge, including without limitation the selection of legal counsel and experts. Seller shall have no obligation hereunder with respect to claims, suits or proceedings, resulting from or related to, in whole or in part, (a) the use of software or software documentation, (b) compliance with Buyer's specifications, (c) the combination with, or modification of, the goods after delivery by Seller, (d) the use of the goods, or any part thereof, in the practice of a process, or (e) any goods, to the extent the goods were not manufactured by Seller. THIS ARTICLE SETS FORTH SELLER'S ENTIRE LIABILITY WITH RESPECT TO PATENTS.

6. PERFORMANCE AND DELAYS: It is the Seller's desire to attempt to accommodate the delivery requirements of its Buyers. When placing an order, Buyers should specify the approximate date materials are required. Seller

will make every reasonable effort to comply with the Buyer's requirements. However, Seller does not guarantee dates of shipment or delivery. Shipping schedules given by seller are approximate and are given with the best information available. Seller shall not be liable for any loss or damages as a result of any delay in delivery, including but not limited to losses in the form of liquidated damages. Orders received with a "HOLD" (for release, for approval, etc.) are not processed for manufacture until Buyer gives release. Orders which do not specifically waive submittals are considered "hold for approval of submittals." Estimates of normal shipping time should be interpreted as being from time of release. Timely performance by Seller is contingent upon Buyer's supplying to Seller, when needed, all required technical information and data, including drawing approvals, and all required commercial documentation. If Seller suffers delay in performance due to any cause beyond its reasonable control, the time of performance shall be extended a period of time equal to the period of the delay and its consequences. Seller will give to Buyer notice within a reasonable time after Seller becomes aware of any such delay. Any item of the goods on which manufacture or shipment is delayed by Buyer may be placed in storage by Seller for Buyer's account and risk, and Buyer shall pay all charges for storage and other incidental expenses incurred by Seller in the event of delayed shipment.

7. SHIPMENT, TITLE, RESPONSIBILITY AND RISK OF LOSS: Unless otherwise agreed in writing by the Seller, Section 7 shall set forth the terms for shipment, title, responsibility, and risk of loss. The term "shipment" shall mean the process of transportation of the goods beginning with delivery to the initial carrier in accordance with the delivery terms of this order. Unless otherwise agreed upon, Seller will select method of transportation, route of shipment, and carrier of choice. Seller will be responsible for claims related to loss or damage if Seller is responsible for transportation cost. The title of the goods shall be dictated first by contract; second by purchase order; and third by any other agreed upon terms documented and agreed upon by the Seller and Buyer. For international shipments, title of the goods shall be dictated first by contract; second by Letter of Credit (if applicable); third by purchase order; and fourth any other agreed upon terms documented and agreed upon by Seller and Buyer. Risk and Responsibility, as they relate to international shipments, shall be dictated by INCO Terms 2010. Seller and Buyer shall agree upon INCO Term 2010 prior to shipment of any kind. All international shipment cost responsibilities associated with Incidences; Return Material Authorizations (RMAs); incorrect order placement; material management errors are to be made by the Management of the Seller and Buyer (e.g., Delivery Duty Paid versus Duty Drawback). Seller shall not be responsible for damage to the goods after having received "in good order" receipts from the carrier and/or receiving warehouse. All claims for loss, damage and delay in transit are to be handled by the paying party of the transportation cost regardless of a domestic or international sale. Claims for shortages or incorrect items must be made in writing to Seller within thirty days after receipt of shipment. Failure to give such notice shall constitute an irrevocable acceptance of the goods. Freight will be allowed to any common-carrier free-delivery point within the Continental United States, excluding Alaska and Hawaii, on shipments exceeding \$3,500 net or more, providing Seller selects the carrier. On shipments to Alaska and Hawaii of \$3,500 net or more, freight will be allowed to the port of departure/lading (sea or air) from the Continental United States. Shipments destined for Alaska or Hawaii will be subject to a prorated transportation cost. Domestic shipments requiring redirection of product not initially known on the purchase order may be subject to a redirect fee that will be passed onto Buyer. Redirect costs are typically \$75-\$125. No "paid by Seller" freight will be allowed for shipments at the Buyer's request under \$3,500 net. For all other domestic shipments less than \$3,500, freight terms are FOB factory/Ex-Factory/Ex-Works [EXW] (as that term is commonly used in the United States, meaning that Buyer shall pay all cartage costs from the Seller's factory), unless otherwise agreed by the parties in writing. ADB SAFEGATE reserves the right to recognize revenue 30 days after date of notification to the Buyer that purchased material is ready for collection (e.g., EXW).

8. RETURN of MATERIALS: Material may be returned for credit only upon the prior authorization of ADB SAFEGATE. All materials authorized for return must be sent to ADB SAFEGATE freight prepaid. Materials returned to ADB SAFEGATE are subject to a 20% restocking charge.

9. SYSTEM ACCEPTANCE BY CUSTOMER: Unless otherwise specified, inspection and final acceptance shall be at Seller's facility. Where Buyer has purchased a factory acceptance test, Seller shall verify completion of the combination of equipment, materials, software, and services ("System") or applicable portion thereof, in accordance with the factory acceptance test procedures submitted by Seller. Buyer may elect to witness the procedure by giving Seller reasonable advance notice prior to scheduled shipment. Buyer observation shall be at Buyer's expense. Where Buyer waives observation of the acceptance test, Seller shall certify that the results of the testing are in conformity with the test procedures. Buyer's acceptance shall be deemed to have occurred upon successful completion of such test.

When it is expressly provided that final acceptance shall be at destination, Buyer shall notify Seller in writing of any nonconformity of the System within thirty (30) days of the date of System shipment and shall specify any

nonconformity claimed. Seller shall, within a reasonable time, remedy any specified nonconformity at destination in accordance with Seller's warranty obligations set forth in Section 4. If such notice is not received by Seller within the stated time, acceptance shall be considered final as of the thirty-first (31st) day following date of System shipment.

10. TAXES: Any applicable duties or sales, use, excise, value-added or similar taxes assessed by the country of origin will be added to the price and invoiced separately to Buyer (unless an acceptable exemption certificate is furnished by Buyer). For international sales, Buyer is responsible for the payment and remittance of all duties or sales, use, excise, value-added or similar taxes assessed by the country of destination. Buyer shall indemnify and hold the Seller harmless against any and all liabilities owed to the tax authority in the country of destination as a result of Buyer not fulfilling its obligations under this section 10, including but not limited to duties, taxes, penalties, interest and reasonable legal, accounting and other advisory fees.

11. NONCANCELLATION: Upon acceptance by Seller, Buyer may not cancel or terminate for convenience, or direct suspension of manufacture, except with Seller's written consent and then only upon terms that will compensate Seller for its engineering, fabrication and purchasing charges and any other costs relating to such cancellation, termination, or suspension, plus a reasonable amount for profit.

12. LIMITATION OF LIABILITY: NEITHER SELLER, NOR ITS SUPPLIERS SHALL BE LIABLE, WHETHER IN CONTRACT, WARRANTY, FAILURE OF A REMEDY TO ACHIEVE ITS INTENDED OR ESSENTIAL PURPOSES, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY, FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR COSTS OF CAPITAL OR OF SUBSTITUTE USE OR PERFORMANCE, OR FOR INDIRECT, SPECIAL, LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, OR FOR CLAIMS BY BUYER FOR DAMAGES OF BUYER'S CUSTOMERS. SELLER'S MAXIMUM LIABILITY UNDER THIS CONTRACT SHALL BE THE CONTRACT PRICE. BUYER AND SELLER AGREE THAT THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS ARTICLE ARE SEPARATE AND INDEPENDENT FROM ANY REMEDIES WHICH BUYER MAY HAVE HERE-UNDER AND SHALL BE GIVEN FULL FORCE AND EFFECT WHETHER OR NOT ANY OR ALL SUCH REMEDIES SHALL BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

13. GOVERNING LAW AND CONSENT TO JURISDICTION: Seller and Buyer agree that these Terms and Conditions of Sale are governed by and shall be construed in accordance with the laws of the State of Ohio and the federal laws of the United States of America applicable in Ohio. The parties agree that any dispute in connection with these Terms and Conditions of Sale will be resolved by a Court sitting in Columbus, Ohio. The parties hereby exclude the application of the United Nations Convention on Contracts for the International Sale of Goods to these Terms and Conditions of Sale.

14. CHOICE OF LANGUAGE: The parties confirm that it is their express wish that these Terms and Conditions of Sale, as well as and other documents relating to these Terms and Conditions of Sale, including notices, schedules, and authorizations, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté expresse que cette convention, de même que tous les documents s'y rattachant, y compris tous avis, annexes et autorisations s'y rattachant, soient rédigés en langue anglaise seulement. Las partes confirman que es su deseo expreso que los términos y condiciones de ventas, así como los Documentos relacionados a estos términos y condiciones de ventas, incluyendo avisos, programaciones y autorizaciones, han sido y deberán continuar siendo en el Idioma Ingles.

VII. - C.

Duluth Airport Authority Short Elliott Hendrickson Inc. (SEH) Work Order 2024-07 for Construction Administration, Observation, and Closeout for the Midfield Ramp Reconstruction – Phase 2 at the Duluth International Airport

Terms:

- Estimated start date of July 1, 2024
- Estimated end date of December 31, 2025

Fiscal Impact:

- SEH's proposal for WO 2024-7 is \$148,100. This work order is funded by MnDOT Aeronautics at 70 percent, and funded by the DAA through PFCs and local reserves for the remaining 30 percent.

Agreement Overview:

This work order includes construction administration, observation, and closeout services for the Midfield Ramp – Phase 2 Repair project (Base Bid and Alternate) at the Duluth International Airport (DLH). The contract provisions included in the Master Agreement (dated 03/21/2023) between the DAA and SEH remain in effect for this work order.

Background:

The Midfield Ramp at the Duluth International Airport (DLH) is located adjacent to the Snow Removal Equipment (SRE) maintenance facility, east of the Cirrus area. The Midfield Ramp is approximately 36,100 square yards and is intended to serve as parking for large transient aircraft, such as military cargo aircraft or commercial service aircraft that divert from other airports, also known as irregular operations (IROPS).

Some of the Midfield Ramp pavement has been rated as some of the worst on the airfield. The most recent pavement inspection completed by the MnDOT Office of Aeronautics in 2021 showed the proposed portion of the pavement to be reconstructed as “poor” condition.

This work scope includes construction administration, observation, and closeout services for the Phase 2 portion of the Midfield Ramp Repair. It is understood the Midfield Ramp will be broken down into phases, and any work for subsequent phases is excluded. The Midfield Ramp Phase 2 project was broken into a base bid and an alternate scope of work to help match the budget available from MnDOT. The project was bid with a base bid that included approximately 3,300 square yards. The alternate scope of work included another 350 square yards. Given the favorable pricing and both schedules fall within the available funding from MnDOT, it is recommended that both base bid and alternate be awarded.

The project will be completed in 2025 as part of the larger Taxiway A Phase 5 reconstruction effort.

The project is eligible for MnDOT funding at 70 percent. The DAA is responsible for the remaining 30 percent.

**WORK ORDER
No. 2024-07
Between**

**The Duluth Airport Authority (DAA) (Owner) and
Short Elliott Hendrickson Inc. (SEH) (Consultant)**

Dated: July 16, 2024

**MIDFIELD RAMP RECONSTRUCTION – PHASE 2
(CONSTRUCTION ADMINISTRATION, OBSERVATION, AND CLOSEOUT)
DULUTH INTERNATIONAL AIRPORT (DLH)**

This work order includes construction administration, observation, and closeout services for the Midfield Ramp Reconstruction – Phase 2 project at the Duluth International Airport (DLH). The contract provisions included in the Master Agreement (dated 03/21/2023) between the DAA and SEH remain in effect for this work order.

Estimated start date is July 1, 2024; estimated end date is December 31, 2025.

Compensation by the Owner to the Consultant shall be a lump sum amount of \$148,100.00

A description of the services to be provided is included in Attachment A. A detailed estimate of labor cost and expenses is included in Attachment B.

Point of Contact: Shawn McMahon, PE

APPROVED:

Duluth Airport Authority (DAA)

Short Elliott Hendrickson Inc.



Title: _____
Date: _____

Title: _____
Date: _____

Duluth Airport Authority
Short Elliott Hendrickson Inc. (SEH) Work Order 2024-9 for Preliminary and
Final Design for the Taxiway A Reconstruction – Phase 6 Project at the
Duluth International Airport

Terms:

- Estimated start date of August 1, 2024
- Estimated end date of August 1, 2025

Agreement Overview:

This work order includes preliminary and final design for the Taxiway A Reconstruction – Phase 6 project at Duluth International Airport (DLH). The contract provisions included in the Master Agreement (dated 3-27-2023) between the DAA and SEH remain in effect for this work order.

Compensation to Consultant:

Compensation to the Consultant shall be a lump sum amount of \$821,200.00. Schedule A is for \$764,100.00, including the federally eligible portion of the work. Schedule A is funded by the FAA at 90 percent and MnDOT at 5 percent. Schedule B is for \$57,100.00, including the federally ineligible portion of the scope of work. Schedule B is funded at 100 percent by the Air National Guard.

Background:

Taxiway A is the parallel taxiway for the main runway (Runway 9/27) serving the Duluth International Airport. The existing Taxiway A is approximately 10,700 feet in length, and the width of Taxiway A varies along its alignment. The reconstruction of Taxiway A could potentially be completed in nine phases, based on the result of the 2021 DLH Airport Master Plan and discussions with the Duluth Airport Authority (DAA) and FAA.

Phase 6 of the Taxiway A Reconstruction Program will include a 1,700-foot length of Taxiway A reconstruction to the north of the Cirrus facility. The Phase 6 project will also include the relocation of Taxiway A2 which joins Runway 9/27 with Taxiway A, being relocated per decisions made as part of the Airport Master Plan. Additionally, taxiway connector pavements will be constructed between the new Taxiway A pavement and the existing Midfield Ramp to and Cirrus Ramp accommodate aircraft operations. As part of the project, existing Taxiway A2 will be removed or closed.

The most recent Minnesota Department of Transportation (MNDOT) pavement condition assessment recorded pavement distresses including alligator cracking, block cracking, depression, longitudinal and transverse cracking, patching, raveling, swelling, and weathering. Most of the pavement in the Phase 6 area requires reconstruction due to poor pavement condition and or previously mentioned geometry/safety issues. The section of Taxiway A to the north of the Cirrus Ramp was constructed in 1985 and has a PCI of 34 and requires reconstruction.

The project work will include removal of existing airfield pavements, concrete taxiway pavement installation, asphalt shoulder pavement construction, and storm sewer infrastructure and drainage improvements as required. Taxiway edge lighting, airfield signage, and related airfield

electrical circuits will be reconstructed with this project. Project work will also include turf establishment and installation of airfield pavement markings.

This scope of engineering services includes preliminary design, final design, including plan drawings, specifications, an engineer's design report, quality control, design reviews, and construction bidding documents, as well as project management. Final design will occur in the fall of 2024 and winter of 2025, with project bids intended to be opened in June of 2025. Construction is anticipated to take place in the summer of 2026.

Engineering services for federally eligible portions of the scope of work are anticipated to be funded at a 90 percent rate by the Federal Aviation Administration (FAA) and 5 percent funded by the Minnesota Department of Transportation (MnDOT). Engineering fees for the federally ineligible portions of the scope of work are anticipated to be fully funded by the Air National Guard.

**WORK ORDER
No. 2024-9
Between**

**The Duluth Airport Authority (DAA) (Owner) and
Short Elliott Hendrickson Inc. (SEH) (Consultant)**

Dated: July 16, 2024

**TAXIWAY A RECONSTRUCTION – PHASE 6 (PRELIMINARY DESIGN, ENGINEER’S DESIGN
REPORT, FINAL DESIGN, PLANS AND SPECIFICATIONS, BIDDING DOCUMENTS, AND BIDDING
SERVICES)
DULUTH INTERNATIONAL AIRPORT (DLH)**

This work order includes preliminary and final design for the Taxiway A Reconstruction – Phase 6 project at Duluth International Airport (DLH). Components of this work include Preliminary Design, Engineer’s Design Report, Final Design, Plans and Specifications, Bidding Documents, and Bidding Services. The contract provisions included in the Master Agreement (dated 03-27-23) between the DAA and SEH remain in effect for this work order.

Estimated start date is August 1, 2024; estimated end date is August 1, 2025.

Compensation by the Owner to the Consultant shall be a lump sum amount of \$821,200.00. Schedule A is \$764,100.00 includes the federally eligible portion of the work. Schedule B is \$57,100.00 and includes the federally ineligible portions of the scope of work.

Descriptions of the services to be provided are included in Attachments A-1 and A-2. Detailed estimates of labor cost and expenses are included in Attachments B-1 and B-2.

Point of Contact: Shawn McMahon, Principal

APPROVED:

Duluth Airport Authority (DAA)

Short Elliott Hendrickson Inc.

Title: _____

Title: Principal _____

Date: _____

Date: July 16, 2024 _____

Title: _____

Date: _____

ATTACHMENT A-1

Duluth International Airport (DLH)

Taxiway A Reconstruction, Phase 6

Scope of Work

Schedule A (FAA Eligible)

Preliminary Design, Engineer's Design Report, Final Design, Plans & Specifications, Bidding Documents

General – Taxiway A is the parallel taxiway for the main runway (Runway 9/27) serving the Duluth International Airport. The existing Taxiway A is approximately 10,700 feet in length, and the width of Taxiway A varies along its alignment. The reconstruction of Taxiway A could potentially be completed in nine phases, based on the result of the 2021 DLH Airport Master Plan and discussions with the Duluth Airport Authority (DAA) and FAA. Phase 6 of the Taxiway A Reconstruction Program will include a 1,700 foot length of Taxiway A reconstruction to the north of the Cirrus facility. The Phase 6 project will also include the relocation of Taxiway A2 which joins Runway 9/27 with Taxiway A, being relocated per decisions made as part of the Airport Master Plan. See **Figure 1 - Project Exhibit**. Additionally, taxiway connector pavements will be constructed between the new Taxiway A pavement and the existing Midfield Ramp to and Cirrus Ramp accommodate aircraft operations. As part of the project, existing Taxiway A2 will be removed or closed.

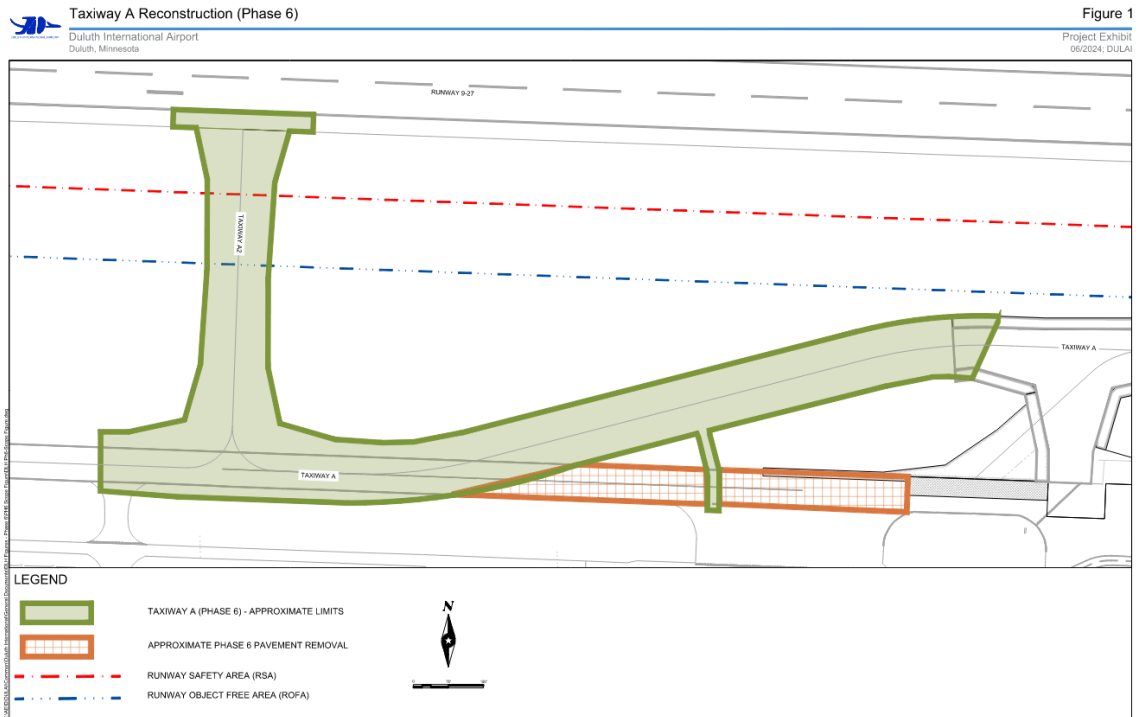


Figure 1. Project Exhibit

The majority of existing Taxiway A is 75-foot-wide bituminous pavement with no taxiway shoulders. Phase 6 will include reconstruction of approximately 1,700 feet of Taxiway A, 75 foot-wide, with 25-foot-wide bituminous shoulders to meet the criteria for TDG V based on the aircraft fleet mix that are anticipated to use Taxiway A. Taxiway A2 will be reconstructed to be 50 foot-

wide, with 20 foot-wide shoulders to satisfy the TDG III design criteria based upon the fleet mix that are anticipated to use this taxiway.

The most recent Minnesota Department of Transportation (MNDOT) pavement condition assessment was completed in 2018 and recorded the following results. The areas included in Phase 6 using the MnDOT naming convention include, and PTA-002 (Taxiway A). Pavement distresses exhibited in the Phase 6 areas include alligator cracking, block cracking, depression, longitudinal and transverse cracking, patching, raveling, swelling, and weathering. Most of the pavement in the Phase 6 area requires reconstruction due to poor pavement condition and or previously mentioned geometry/safety issues. The 1,700-foot portion of Taxiway A to the north of the Cirrus Ramp, named PTA-002, was constructed in 1985 and has a PCI of 34. See **Figure 2 - DLH 2018 PCI Summary**.

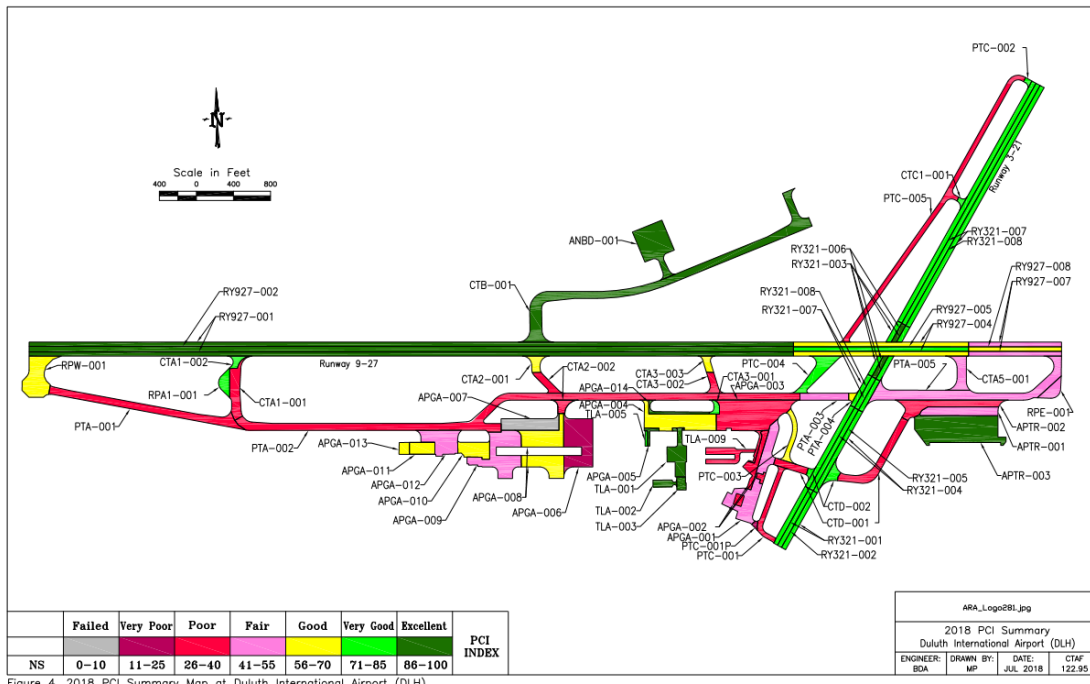


Figure 2. DLH 2018 PCI Summary

The project work will include removal of existing airfield pavements, concrete taxiway pavement installation, asphalt shoulder pavement construction, and storm sewer infrastructure and drainage improvements as required. Taxiway edge lighting, airfield signage, and related airfield electrical circuits will be reconstructed with this project. Project work will also include turf establishment and installation of airfield pavement markings.

(The Construction Administration scope items will be included in a subsequent work order.)

Proposed project schedule:

July 17, 2024 – DAA Board to consider Preliminary and Final Design contract
February 2025 – Submit Engineer's Design Report
May 2025 – Final plans and specifications posted for bidding
June 2025 – Bid opening
July 2025 – DAA Board to consider Construction, Construction Administration contracts
July 2025 – Grant application submittal
May 2026 – Construction

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

1. Project formulation
2. Preliminary Design
3. Engineer's Design Report for Taxiway A Reconstruction, Phase 6
4. Plan drawings for Taxiway A Reconstruction, Phase 6
5. Construction bidding documents for Taxiway A Reconstruction, Phase 6
6. FAA Construction plans and specifications review
7. Quality Control reviews
8. Project management and meetings

This work scope includes:

Work Element 1: Project Formulation

Task 1.1 – Scoping, Review, and Coordination – Short Elliott Hendrickson (SEH and/or Consultant) will coordinate with the Duluth Airport Authority (DAA) (sponsor) to develop the appropriate scope of work. Additional coordination will include task definition and establishment of project goals and objectives. The scope of work will be presented to FAA and MnDOT Office of Aeronautics for review and will be updated based on input received.

Task 1.2 – Project Formulation – SEH will complete cost breakdowns and eligibility determinations for the approved scope of work. Specifically, SEH will break the project into FAA eligible and ineligible scopes of work to enable accurate data for the FAA grant application.

Task 1.3 – FAA Grant Initiation Documentation – SEH will complete the project and grant pre-application documentation, associated preliminary cost breakdowns and preliminary eligibility determinations. The environmental CATEX (completed under another task) will be included in the project initiation documentation.

Work Element 2: Preliminary Design

Task 2.1 – Geotechnical Analysis/Borings – Geotechnical borings will be drilled in the location of the proposed reconstruction or relocation areas per FAA pavement design criteria. SEH will provide escorting and oversight during the drilling. The boring logs and narrative report will be used to develop the pavement design and the typical section for the taxiway. The scope of work

includes development and submittal of the FAA Form 7460 for completion of the boring scope of work.

Task 2.2 – Topographic Survey – A topographic survey will be completed in the area of the proposed Phase 6 reconstruction. Survey will include all pavement grades, pavement edges, drainage structures, utility information, airfield lighting, and other necessary features. SEH will complete the survey work and provide escorting and oversight during the survey operation.

Additional topographic survey will be required for the selected stormwater pond alternative. This area will most likely be on the north side of the airport, prior to entering Miller Creek. Two days of additional survey and additional time for the associated modeling and analysis are included in this task.

Task 2.3 – Environmental Determination/CATEX – SEH will complete a request for environmental Categorical Exclusion (CATEX) for the Taxiway A Reconstruction Phase 6 project. The wetland delineations have been obtained through previous work. This scope of work will include reviewing historical and previously completed data, preparing the CATEX form, coordinating with FAA, and responding to FAA comments as necessary.

Work Element 3: Engineer's Design Report

Task 3.1 – General Scope of Work – SEH will develop a brief narrative of the work scope, delineation of eligible/ineligible work items, any unique or unusual situations, and historical background on the proposed project.

Task 3.2 – Photographs – SEH will coordinate with DAA staff to capture photographs of representative areas of existing site conditions of the pavement. The photographs will be included within the report.

Task 3.3 – Applicable AIP Standards – All applicable AIP standards will be referenced in the report by FAA Advisory Circulars. Specific values for design standards as required for Taxiway A will be displayed in table format for airplane design group, approach category, runway safety area and object free area dimensions, geometric values and surface gradients.

Task 3.4 – Airport Operational Safety Considerations – SEH will develop a Construction Safety and Phasing Plan (CSPP) to evaluate proposed phasing and sequencing, construction limits, haul routes, contractor staging areas, and anticipated impacts to airport users. All airport facilities, including approach procedures and navigational aids, will be evaluated for potential impacts due to construction.

This project design will require investigation of construction phasing alternatives to maintain a full-length parallel taxiway pavement during project construction. Alternatives will be developed and presented to DAA and stakeholder groups for consideration, with the selected option being included in the project plans.

Task 3.5 Pavement Design – SEH will utilize pavement cores, soil borings and the geotechnical evaluation and report to evaluate the current pavement condition and underlying soils. The resulting pavement evaluation and identification of soil characteristics will be used with the fleet mix to develop a proposed pavement design and alternatives. (FAARFIELD program results and FAA Form 5100-1 will be included as part of the report.) Existing

pavement removal/reuse options will be explored, as well as base and subgrade conditions and proposed modifications.

In addition, the document will use the critical design aircraft determined in previous phases for pavement design but verified for the varied geotechnical conditions.

Task 3.6 – Drainage Design – SEH will conduct a site visit, inspection and evaluation of the existing drainage and subsurface drainage systems. Delineation of the drainage area and stormwater runoff calculations will be determined to confirm current drainage and stormwater treatment features. Additionally, this task will include the evaluation of the project's impact to the City of Duluth stormwater permitting requirements. The change in impervious surface will require detailed analysis and potential design of new stormwater structures, basins, infiltration ponds, or controls to limit the rate of water into Miller Creek. It is anticipated the design team will develop three alternatives to meet the stormwater requirements and provide a recommendation to move forward with a selected option.

Task 3.7 – Airfield Electrical Design – SEH will review the existing airfield and electrical system with the electrical subconsultant. Requirements for installation of a new taxiway lighting system and airfield signage will be confirmed. SEH will review preliminary taxiway lighting layout and airfield signage and regulator requirements designed by electrical subconsultant.

Task 3.8 – Navigational Aids – SEH design team will confirm information obtained during previous studies concerning the navigational aids associated with Runway 9/27 and Taxiway A. All affected navigational aids and ownership will be included in the report in table format. It is anticipated that reimbursable agreements will not be necessary for this project and this will be explored and confirmed as part of the design report.

Task 3.9 – Pavement Marking – SEH will develop a preliminary pavement marking plan and details to be included as part of the report. Coordination with FAA Part 139 inspector for the marking plan and airfield signage plan is included as part of this task.

Task 3.10 – Environmental Considerations – SEH will document previously completed Categorical Exclusion (CATEX) performed in Task 2.3 for the project. SEH will also identify necessary permits, including but not limited to NPDES and developing a Stormwater Pollution Prevention Plan (SWPPP) in concert with preliminary erosion control plans. SEH will develop City of Duluth stormwater permitting requirements.

Task 3.11 – Existing Utilities – SEH will develop a drawing that identifies and delineates existing underground utilities in and adjacent to the area of the Taxiway A Reconstruction, Phase 6.

Task 3.12 – Miscellaneous Work Items – SEH will provide a narrative to address other work components of the project, such as turf establishment, erosion control, site access, and other related work items.

Task 3.13 – Life Cycle Cost Analysis – SEH will include a discussion on Life Cycle Cost Analysis and confirm that the Life Cycle Cost Analysis for Taxiway A Reconstruction, Phase 1 is still appropriate for this project. The Life Cycle Cost Analysis process and results from Taxiway A Reconstruction, Phase 1 will be included in the report.

Task 3.14 – Modification to AIP Design Standards – No modifications to design standards are anticipated, but this task will explore all preliminary design to confirm that no modifications to design standards will be requested.

Task 3.15 – AIP Non-eligible Work Items – Any potential non-eligible work items will be identified. If non-eligible work items are identified, the process for separating these work components from eligible components will be addressed.

Task 3.16 – Disadvantaged Business Enterprise (DBE) – The current status of the Sponsor’s DBE program will be established, together with project goals for the Taxiway A Reconstruction, Phase 6 project. This task includes creating a program for 2025, 2026, and 2027 and identifying specific project goals.

Task 3.17 – Project Schedule – SEH will develop a schedule and associated chart to identify the project schedule specific to Phase 6 of the Taxiway A Reconstruction, and milestones during the design and bidding process.

Task 3.18 – Engineer’s Estimate of Probable Cost – SEH will provide an itemized summary of the engineer’s estimate of probable construction costs. Any ineligible work components will be called out separately.

Task 3.19 – Preliminary Project Budget – SEH will develop a preliminary project budget that will include anticipated engineering costs, construction costs, and administrative costs. Potential funding sources and prorations will also be included.

Work Element 4: Plan Drawings for Taxiway A Reconstruction, Phase 6

Final design and plan drawings for Taxiway A Reconstruction, Phase 6, will be prepared in accordance with federal and state guidelines. FAA Advisory Circular (AC) 150/5300-13B, *Airport Design*, will be utilized in the development of the plan set. Other applicable ACs, FAA Orders, Regulations and Policy Memorandums will be used as needed.

Specific tasks included with this work element include:

Task 4.1 – Environmental Coordination and Permits – SEH will refine the draft Stormwater Pollution Prevention Plan (SWPPP) and erosion control plans completed as part of the Engineer’s Design Report. Additionally, the scope of work includes completion and/or coordination of the following permits:

- MPCA NPDES permit application
- City of Duluth Haul Route Application
- City of Duluth Stormwater permit
- Stormwater Pollution Prevention Plan (SWPPP)
- MPCA Concrete Batch Plant Permit

Task 4.2 – Environmental Investigation – SEH will complete an investigation of the Phase 6 area for contamination. The review will include a Phase 1 and Phase 2 Environmental Site Assessment. A report will be delivered to the Sponsor showing the level and areas of contamination and a response action plan to be used during construction. This task includes research of the history of the site, a site visit, report writing, and meeting with the airport to discuss the results and the response action plan.

Task 4.3 – Construction Safety and Phasing Plan Development – SEH will refine and update the preliminary Construction Safety and Phasing Plan

(CSPP) that was developed as part of the Engineer's Design Report. SEH will meet with DAA staff, airfield tenants and users to evaluate potential risks and determine appropriate mitigation tactics. The preliminary CSPP will be enhanced to determine final phasing and sequencing, construction limits, haul routes, contractor staging areas, and anticipated impacts to airport users and airfield facilities. A final CSPP will be uploaded for FAA airspace review. A Construction Safety Plan Narrative will also be created to complement the CSPP.

Task 4.4 – 7460 Airspace Determination Review – SEH will submit the required airspace data on the FAA's OE/AAA website for an airspace determination. Submitted data will include a 7460 drawing with points of interest, the CSPP developed as part of Task 4.2, the safety plan narrative document, and other requested information by FAA. This task also includes effort to adjust submitted data requested by FAA.

Task 4.5 – Detailed Final Design – Detailed final design to include establishment of final plan/profile, shoulder impacts from taxiway widening and construction, grading and topographic survey analysis, surface and subsurface drainage design including final storm sewer infrastructure and other related project elements. Electrical final design will be related to edge lighting, taxiway lighting, airfield signage, and associated components. (See attached work scope from electrical subconsultant).

Task 4.6 – Construction Plan Sheets – Specific plan sheets to be developed and included in the plan set are as follows:

- Title Sheet
- Construction Safety Plan
- Construction Phasing Plan. The phasing plans will include temporary taxiway marking, temporary electrical design, and airfield guidance sign adjustments for temporary taxiways.
- Construction Signage Plan
- Statement of Estimated Quantities
- Details and Construction Notes
- Utility Locations Plan
- Storm Sewer Plan and Profiles
- Typical Section(s)
- Removal Plan
- Erosion Control Plan and Details
- Grading Plan
- Topography and Plan/Profile drawings for new pavement
- Alignment Plan
- Bituminous Pavement Jointing Plan and Details
- Concrete Pavement Joint Plan and Details
- Pavement Elevation Plan Sheets
- Pavement Marking Plan and Details
- Standard Plates
- Cross Sections
- Electrical Layout and Details

Task 4.7 – Quality Control Site Visit – SEH will conduct two quality control site visits during final design to verify base maps, utility locations, light locations,

grades, and other relevant site features to ensure conformance to bidding documents.

Work Element 5: Construction Bidding Documents for Taxiway A Reconstruction, Phase 6

Elements of the Construction Bidding Documents will be prepared in accordance with FAA Advisory Circulars (AC) 150/5300-13B, *Airport Design* and other applicable AC's, Orders, Regulations and Policy Memorandums. Specific tasks included with this work element include:

Task 5.1 – Construction Bidding Documents – A bid proposal project manual will be prepared that will consist of a table of contents, advertisement for bids, proposal documents, schedule of prices, State and Federal requirements, wage rates, technical specifications, and special provisions. Bidding documents will be edited individually and sent to the City of Duluth Purchasing Office for review. This task also includes coordination with the City of Duluth Purchasing Office to advertise the project for bid.

Task 5.2 – Construction Technical Specifications - This task includes creation of construction technical specifications for the project. These specifications will be created from the FAA Advisory Circular 150/5370-10H - Standard Specifications for Construction of Airports and modified for the project. Individual specifications will be edited individually to meet project requirements.

Task 5.3 – Construction Management Plan – A Construction Management Plan (CMP) and reporting program will be prepared per FAA guidelines.

Work Element 6: Bidding

Task 6.1 – Bidding Services – Consultant will take questions from prospective bidders throughout the bidding process and if needed, will clarify questions with an addendum. This also includes an on-site pre-bid meeting, which will include a presentation, tour and meeting minutes that will be shared in an addendum.

Task 6.2 – Bid Opening – Consultant will coordinate advertisement and opening of contractor bids virtually.

Task 6.3 – Bid Review, Recommendation, and Award – After bids are opened, the Consultant will review for completed bids, develop a bid tab for bid comparison, and make a contractor recommendation to the Owner to move toward award of the bid and assist with requesting an FAA and State grant for the project.

Work Element 7: FAA Construction Plans and Specifications Full Review

Task 7.1 – FAA Coordination – SEH will coordinate with the FAA on submitting a 90% complete set of construction plans and specifications for FAA review.

Task 7.2 – Completion of Appendix 3, “Full Review Guide” – SEH will complete Appendix 3 “Construction Plans and Specifications “Full Review Guide” and submit the document with the 90% plans and specifications.

Task 7.3 – Review and Address FAA Comments – SEH will review and address all FAA comments on the plans and specifications and develop documentation to track any comments received and how those comments were addressed.

Work Element 8: Quality Control Reviews

Quality Control includes the following tasks:

Task 8.1 – Quantity Calculations and Final Engineer’s Estimate –This task includes finalization of quantities associated with the project for use in the bid package. A final engineer’s estimate using these quantities is also included.

Task 8.2 – Quality Control Reviews –This task includes quality control reviews of the project plans and specifications, quantity determinations and construction cost estimates. An on-site plan review with DAA staff is included.

Work Element 9: Project Management – This task includes the overall project management of Work Elements 1 through 8 noted above. Project Management includes administration of the project, design team meetings, agency and Sponsor meetings, airfield user and tenant outreach meetings, and related project administration tasks.

Task 8.1 – Design Team Meetings –This task includes bi-weekly meetings by the design team to discuss project elements, schedule, issues, and provide coordination between team members. It is anticipated that there will be 12 design meetings.

Task 8.2 – Agency Meetings –This task includes monthly meetings by the design team, MnDOT Office of Aeronautics, FAA ADO, DAA staff, and other individuals and agencies as needed, to discuss the project design development, schedule, and any other related items. It is anticipated that there will be four, two-hour agency virtual meetings, attended by PM, PE, and Planner.

Task 8.3 – Airport Authority Meetings –This task includes attendance at monthly DAA Authority meetings to provide project updates to the DAA Board members. Four, two-hour meetings are included requiring Principal, PM, and Planner attendance.

Task 8.4 – Public Involvement Meetings and Notifications – This task includes specific meetings with airlines, airfield businesses, airfield tenants, terminal tenants, St. Louis County, and other critical stakeholders to provide updates on the status of the project and address any issues or concerns. This task also includes coordination with local FAA tech ops regarding the project schedule, any impacts to FAA equipment, and other coordination items. SEH will host two dedicated meetings with tenants and stakeholders discussing the proposed improvements.

Task 8.5 – Subconsultant Coordination –This task includes subcontractor coordination and administration, including contract and fee development, escorting of field work, deliverable review, and final payment and closeout.

Task 8.6 – Overall Project Management –This task includes project coordination and administration, including Sponsor and agency communication, internal meetings, progress reports, budget updates and monthly invoices and contract negotiation.

Subconsultants performing work under this proposal include the following:

- 1. Braun Intertec.** All geotechnical engineering associated with the project will be performed by Braun Intertec out of Duluth, Minnesota.
- 2. Burns & McDonnell.** Airfield electrical design with the project will be performed by Burns & McDonnell out of Bloomington, Minnesota.

ATTACHMENT B-1
ESTIMATED FEES AND EXPENSES
TAXIWAY A RECONSTRUCTION (PHASE 6)
PRELIMINARY DESIGN, ENGINEER'S DESIGN REPORT, FINAL DESIGN, PLANS AND SPECIFICATIONS, BIDDING DOCUMENTS
SCHEDULE A - FAA ELIGIBLE
DULUTH INTERNATIONAL AIRPORT (DLH)
DULUTH, MINNESOTA

Task No.	Task Description	Principal	Project Manager / Engineer VI	Professional Engineer / Engineer V	Project Engineer / Engineer IV	Aviation Planner	Senior CAD Technician	Survey Crew Chief III	Survey Crew Chief I	Natural Resource Scientist	Environmental Engineer	Water Resources Engineer	Administrative Assistant
Project Formulation													
1.1	Scoping, Review, and Coordination	4	12	12		12							
1.2	Project Formulation	4	12	12		12							
1.3	FAA Grant Initiation Documentation	4	12	12		12							
Preliminary Design													
2.1	Geotechnical Analysis/Borings		2	16	20		4						
2.2	Topographic Survey				36		8	140	140				
2.3	Environmental Determination/CATEX									24	8	24	
Engineer's Design Report													
3.1	General Scope of Work	2	12	4									12
3.2	Photographs			6									
3.3	Applicable AIP Standards		2	6		6							
3.4	Airport Operational Safety Considerations		8	20	20	8	16						
3.5	Pavement Design		8	24	40								
3.6	Drainage Design		4	24	24		40					80	
3.7	Airfield Electrical Design		2	8									
3.8	Navigational Aids		2	4		4							
3.9	Pavement Marking		4	10	16								
3.10	Environmental Considerations		4	4			8			8		16	
3.11	Existing Utilities		2	12			12						
3.12	Miscellaneous Work Items		4	8									
3.13	Life Cycle Cost Analysis		4	4									
3.14	Modification to AIP Design Standards		4	8		4							
3.15	AIP Non-eligible Work Items		4	4									
3.16	Disadvantaged Business Enterprise (DBE)		4	4									16
3.17	Project Schedule	2	4	8	8	4							
3.18	Engineer's Estimate of Probable Cost		8	8	16		4						
3.19	Preliminary Project Budget	2	8	12	8								
Plan Drawings for Taxiway A Reconstruction, Phase 6													
4.1	Environmental Coordination and Permits		8	8	8	16	16						8
	MPCA NPDES Permit			2			4					8	
	Haul Route Permit			4			4						
	City of Duluth Stormwater Permit		2		4							20	
	SWPPP		8	8	8		20					20	
	MPCA Concrete Batch Plant Permit			4	4								
4.2	Environmental Investigation		8	8		12					56		
4.3	Construction Safety and Phasing Plan		20	20	20		20						
4.4	7460 Airspace Determination Submittal				20		20						
4.5	Detailed Final Design												
	Taxiway A & Taxiway A2	8	32	160	140	8	80					12	
4.6	Construction Plan Sheets												
	Title Sheet						8						
	Construction Safety Plan		2	4	8		20						
	Construction Phasing Plans		2	8	16	16							
	Construction Signage Plan		2	4	4		16						
	Statement of Estimated Quantities		4	4	12		20						
	Details and Construction Notes		4	4	4		16						
	Utility Locations Plan			4	4		20						
	Storm Sewer Plan and Profiles		4	12			32						
	Typical Section(s)		4	8	12		20						
	Removal Plan		4	8	8		20						
	Erosion Control Plan and Details		2	8	8		8					24	
	Grading Plan		4	16	40		60						
	Topography and Plan/Profile Drawings		2	4	12		20						
	Alignment Plan			8	8		20						
	Bituminous Jointing Plan and Details		2	4	4		8						
	Concrete Jointing Plan and Details		4	8	16		16						
	Pavement Elevation Plan Sheets		2	4			4						
	Pavement Marking Plan and Details		4	8	12		20						
	Standard Plates			4			8						
	Cross Sections			4	4		20						
	Electrical Layout and Details		4	4	8		72						
4.7	Quality Control Site Visit		12	12	12								
Construction Bidding Documents for Taxiway A Reconstruction, Phase 6													
5.1	Construction Bidding Documents		20	24	40					4		4	20
5.2	Construction Technical Specifications		8	12	16								
5.3	Construction Management Plan (CMP)		4	8	16								
Bidding													
6.1	Bidding Services												
6.2	Bid Opening												
6.3	Bid Review, Recommendation, and Award												
FAA Construction Plans and Specifications Full Review													
7.1	FAA Coordination		8	16	20	4							
7.2	Completion of Appendix 3		4	16									
7.3	Review and Address FAA Comments		8	8	8		8						
Quality Control													
8.1	Quantity Calculations and Final Engineer's Estimate		8	8	8		8						
8.2	Quality Control Reviews	4	80	120	40		8						
Project Management and Meetings													
9.1	Design Team Meetings		18	18	18	10	18				4		
9.2	Agency Meetings		8	8		8							
9.9	Airport Authority Meetings	8	8			8							
9.4	Public Involvement Meetings and Notifications	4	4			4							
9.5	Subconsultant Coordination		20	8									
9.6	Overall Project Management	4	20	8									
	Total hours per labor category	46	484	834	746	148	726	140	140	36	68	208	56

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Principal	46	\$86.32	\$3,970.74
Project Manager / Engineer VI	484	\$77.94	\$37,723.69
Professional Engineer / Engineer V	834	\$51.02	\$42,550.26
Project Engineer / Engineer IV	746	\$38.01	\$28,355.46
Aviation Planner	148	\$55.13	\$8,158.50
Senior CAD Technician	726	\$59.89	\$43,481.59
Survey Crew Chief III	140	\$41.65	\$5,831.49
Survey Crew Chief I	140	\$40.98	\$5,737.41
Natural Resource Scientist	36	\$57.75	\$2,079.00
Environmental Engineer	68	\$60.00	\$4,080.00
Water Resources Engineer	208	\$51.94	\$10,804.25
Administrative Assistant	56	\$35.61	\$1,993.91
Total Direct Labor Costs:	3,632		\$194,766.30
Direct Salary Costs plus Overhead (88%)			\$366,160.64
Total Labor Costs			\$560,926.94
Fixed Fee on Labor Costs (15%)			\$84,139.04

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Electrical Engineering Subconsultant (Burns and McDonnell)	1	\$77,790.00	\$77,790.00
Geotechnical Investigation (Braun Intertec)	1	\$17,735.00	\$17,735.00
Computer Charge	3632	\$5.55	\$20,157.60
Employee Mileage	2000	\$0.67	\$1,340.00
Reproductions / Miscellaneous	1	\$2,000.00	\$2,000.00
Total Expenses			\$119,022.60

SUMMARY:

Total Labor Costs + Expenses + Fixed Fee	\$764,088.58
Estimated Total	\$764,100.00

ATTACHMENT A-2
Duluth International Airport (DLH)
Taxiway A Reconstruction, Phase 6
Scope of Work
Schedule B (FAA Ineligible Tasks)

Preliminary Design, Engineer's Design Report, Final Design, Plans and Specifications, Bidding Documents

General – Schedule B reflects the same overall project description as Schedule A, but specifically focuses on the portion of the tasks that are not federally eligible, and required to complete the federally ineligible portions of work. These tasks include the design effort required to construct an ADG V/TDG-5 taxiway beyond the limits of the FAA eligible ADG 3/TDG III taxiway dimensions.

(The Construction Administration scope items will be included in a subsequent work order.)

This work scope includes:

Work Element 1: Project Formulation

Task 1.1 – Scoping, Review, and Coordination – Short Elliott Hendrickson (SEH and/or Consultant) will coordinate with the Duluth Airport Authority (DAA) (sponsor) to develop the appropriate scope of work. Additional coordination will include task definition and establishment of project goals and objectives. The scope of work will be presented to FAA and MnDOT Office of Aeronautics for review and will be updated based on input received. This work is specific to the additional effort required to design and fund the increase in taxiway width for Taxiway A, and coordination with the Air National Guard specific to additional funding. Taxiway A2 is being designed to FAA standards, and is considered eligible.

Task 1.2 – Project Formulation – SEH will complete the project and grant pre-application documentation, cost breakdowns and eligibility determinations for the approved scope of work. This work is specific to the additional effort required to design and fund the increase in taxiway width, and coordination with the Air National Guard specific to additional funding. This task includes the development and coordination of the Military Construction Cooperative agreement, and subsequent approval.

Work Element 2: Engineer's Design Report

Task 2.1 – General Scope of Work – SEH will develop a brief narrative of the work scope, delineation of eligible/ineligible work items, any unique or unusual situations, and historical background on the proposed project. This work is specific to the additional effort required to design and fund the increase in taxiway width, and coordination with the Air National Guard specific to additional funding.

Task 2.2 – Engineer's Estimate of Probable Cost – SEH will provide an itemized summary of the engineer's estimate of probable construction costs. Any ineligible work components will be called out separately. This work is specific to the additional effort required to design and fund the increase in taxiway width, and coordination with the Air National Guard.

Task 2.3 – Preliminary Project Budget – SEH will develop a preliminary project budget that will include anticipated engineering costs, construction costs, and administrative costs. Potential funding sources and proration will also be included. This work is specific to the additional effort required to design and fund the increase in taxiway width, and coordination with the Air National Guard.

Work Element 3: Plan Drawings for Taxiway A Reconstruction, Phase 6

Final design and plan drawings for Taxiway A Reconstruction, Phase 6, will be prepared in accordance with federal and state guidelines. FAA Advisory Circular (AC) 150/5300-13B, *Airport Design*, will be utilized in the development of the plan set. Other applicable ACs, FAA Orders, Regulations and Policy Memorandums will be used as needed. Specific tasks included with this work element include:

Task 3.1 – Detailed Final Design – The final design will include the design of the additional 25 feet of taxiway width and the additional 5 feet of taxiway shoulder width.

Task 3.2 – Plan Production – A few plan sheets will require additional effort to create due to the increased width of Taxiway A and the shoulders. It is anticipated that Construction Safety and Phasing, Utility Locations, Typical Sections, Plan and Profile, Jointing, and Pavement Marking drawings will require some level of additional effort.

Work Element 4: Quality Control Reviews

Task 4.1 – Quantity Calculations and Final Engineer's Estimate –This task includes finalization of quantities associated with the project for use in the bid package. A final engineer's estimate using these quantities is also included. This work is specific to the additional effort required to design and fund the increase in taxiway width, and coordination with the Air National Guard.

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

Task 5.1 – Design Team Meetings –This task includes bi-weekly meetings by the design team to discuss project elements, schedule, issues, and provide coordination between team members. It is anticipated that there will be 12 design meetings, of which, a portion of them will be discussing ineligible areas.

Task 5.2 – Agency Meetings –This task includes one meeting by the design team with the 148th Fighter Wing to discuss the project design development, schedule, and any other related items.

Task 5.3 – Overall Project Management –This task includes project coordination and administration, including Sponsor and agency communication, internal meetings, progress reports, budget updates and monthly invoices and contract negotiation. This work is specific to the additional effort required to design and fund the increase in taxiway width, and coordination with the Air National Guard.

ATTACHMENT B-2
ESTIMATED FEES AND EXPENSES
TAXIWAY A RECONSTRUCTION (PHASE 6)
PRELIMINARY DESIGN, ENGINEER'S DESIGN REPORT, FINAL DESIGN, AND PLANS AND SPECIFICATIONS
SCHEDULE B - FAA INELIGIBLE
DULUTH INTERNATIONAL AIRPORT(DLH)
DULUTH, MINNESOTA

Task No.	Task Description	Principal	Project Manager / Engineer VI	Professional Engineer / Engineer V	Project Engineer / Engineer IV	Aviation Planner	Senior CAD Technician	Natural Resource Scientist	Water Resources Engineer	Administrative Assistant
<i>Project Formulation</i>										
1.1	Scoping, Review, and Coordination	2	4	4		4				
1.2	Project Formulation	2	4	4		4				
<i>Engineer's Design Report</i>										
2.1	General Scope of Work	4	4	8						2
2.2	Engineer's Estimate of Probable Cost		4	8	8		2			
2.3	Preliminary Project Budget		1	4	4					
<i>Plan Drawings for Taxiway A Reconstruction, Phase 6</i>										
3.1	Detailed Final Design		8	24	40		24			
3.2	Plan Production		8	20	24		40			
<i>Quality Control</i>										
4.1	Quantity Calculations and Final Engineers		4	8	8		4			
<i>Project Management and Meetings</i>										
5.1	Design Team Meetings		4	2		1				1
5.2	Agency Meetings		1	1		1				
5.3	Overall Project Management	2	4							
Total hours per labor category		10	46	83	84	10	70	0	0	3

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Principal	10	\$86.32	\$863.21
Project Manager / Engineer VI	46	\$77.94	\$3,585.31
Professional Engineer / Engineer V	83	\$51.02	\$4,234.62
Project Engineer / Engineer IV	84	\$38.01	\$3,192.84
Aviation Planner	10	\$55.13	\$551.25
Senior CAD Technician	70	\$59.89	\$4,192.44
Natural Resource Scientist	0	\$57.75	\$0.00
Water Resources Engineer	0	\$51.94	\$0.00
Administrative Assistant	3	\$35.61	\$106.82
Total Direct Labor Costs:	306		\$16,726.48
Direct Salary Costs plus Overhead (88%)			\$31,445.78
Total Labor Costs			\$48,172.26
Fixed Fee on Labor Costs (15%)			\$7,225.84

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Computer Charge	306	\$5.55	\$1,698.30
Employee Mileage		\$0.00	\$0.00
Reproductions / Miscellaneous		\$0.00	\$0.00
Total Expenses			\$1,698.30

SUMMARY:

Total Labor Costs + Expenses + Fixed Fee	\$57,096.40
Estimated Total	\$57,100.00

Duluth International Airport

Taxiway A Reconstruction Phase 6 - Electrical Design Services

Scope of Work

Overall Project Scope. The ultimate project scope of work will involve the production of the Engineers Design Report and the final design documents for reconstruction of Phase 6 of existing parallel Taxiway Alpha at the Duluth International Airport. The Phase 6 project scope includes approximately 1,900 linear feet of concrete taxiway, 75 feet in width, with bituminous shoulders that will be designed to be Taxiway Design Group 5. The project will also include the construction of a new connector taxiway between Taxiway A and Runway 9-27. The work will include drainage improvements, including potential storm structure repair or replacement. Additionally, new taxiway lighting and signage will be installed. The associated airfield lighting control system will be modified to match the installed lighting configuration.

Electrical Design Scope, Taxiway Alpha Phase 6

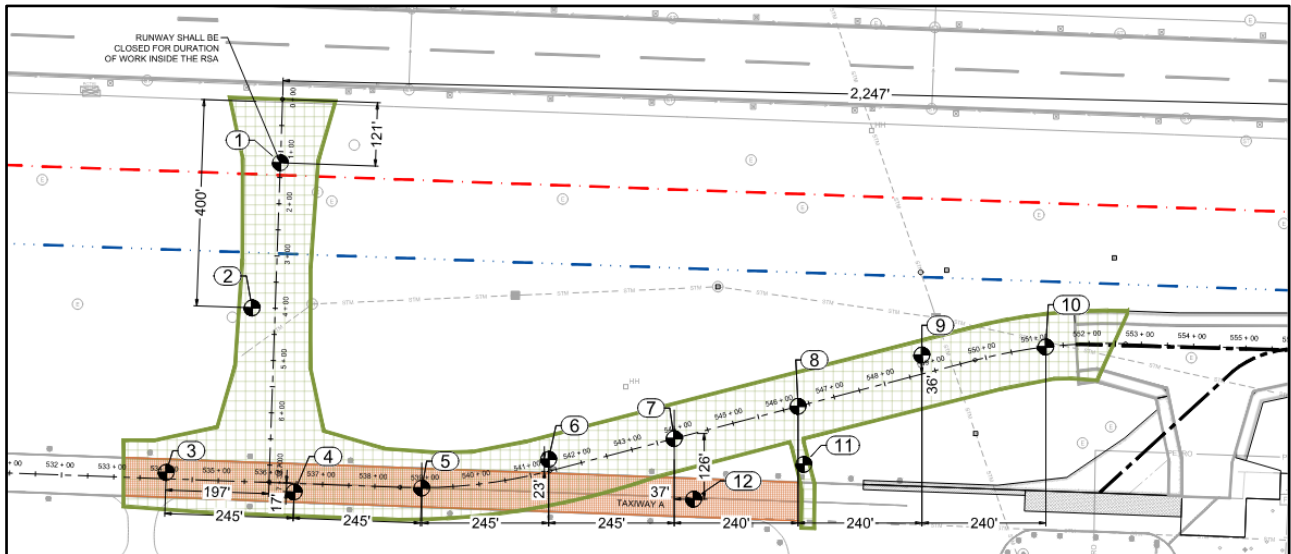


Figure 1: PROJECT SCOPE OF WORK

Design for the L-861T(L) elevated taxiway edge Light Emitting Diode (LED) type lighting fixtures and corresponding infrastructure (i.e. lighting can, drainage, conduit, wire, etc.) will be provided. See **Figure 1** for the work along Taxiway Alpha and the new connector taxiway. The project will remove, update, and replace all lighting and signage as necessary.

Additional Scope Items:

- Coordination with the FAA and potential relocation of FAA owned electrical infrastructure.
- Review of Runway 9-27 Edge Lights in the footprint of the Phase 6 project. Design any alteration from elevated edge light to in pavement light.
- Alteration or relocation of any electrical structures in the project footprint.
- Coordination of Phase 6 with surrounding phases currently in design and construction.
- It is assumed that no work will be needed for modification or improvement to NAVAIDs.

Elements of Work for the Final Electrical Design Scope.

1. PROJECT MEETINGS:

- a. The Consultant will attend 4 (1-hour) virtual project review meetings with the DAA with two participants.
- b. The Consultant will attend 12 (1-hour) virtual project meetings to discuss design coordination and deliverables with two participants.
- c. Two in-person site visits will be conducted. 1 participant per trip (20-hours)

2. FULL DESIGN PRODUCTION:

- a. The Consultant will review all existing airport documents. Plans, as-builts, etc.
- b. The Consultant will produce the electrical components for the 60%, and Final Engineer's Design Report (EDR).
- c. The Consultant will produce 60%, 90%, and Issued for Bid plans. The plans include but are not limited to the following:
 - Electrical Legend, Light Fixture Schedule, and Abbreviations.
 - Electrical Notes
 - Electrical Demolition Plans (6 Grids)
 - Electrical Overall Plan
 - Electrical Site Plans (6 Grids)
 - Electrical Sign Legend
 - Home Run (Vault) Plan
 - Electrical Details (4 Sheets)
- d. The Consultant will produce 60%, 90%, and Issued for Bid Specifications. The specifications include but are not limited to the following:
 - L-108 Underground Power Cable for Airports
 - L-109 Airport Transformer Vault and Vault Equipment
 - L-110 Airport Underground Electrical Duct Banks and Conduits
 - L-115 Electrical Manholes and Junction Structures
 - L-125 Installation of Airport Lighting Systems
- e. The Consultant will produce 60%, 90%, and Issued for Bid Cost estimates.
- f. The Consultant will respond to SEH, FAA, and DAA comments from the 60%, and 90% submittal reviews.
- g. The Consultant will support SEH in development of electrical ductbank profiles to be coordinated with other underground features by reviewing and commenting on profiles drafted by SEH.
- h. FAA Coordination tasks are assumed to be limited for this project. Ten total hours are included for this item.

3. BIDDING:

- a. Bidding services are not included in this proposal.

4. SCHEDULE

- a. The timing of these services will be coordinated with SEH with an anticipated design notice to proceed date in Q3 of 2024, bidding date in 2025 and construction in 2026.

5. COST OF SERVICES:

- a. The attached fee estimate details the hours and lump sum fee proposal for the various elements of work to be undertaken as part of the project. Burns & McDonnell will bill SEH monthly for services provided.
- b. Project Management and Administration services are provided in this proposal.
- c. No 3-D design or drafting will be performed by Burns & McDonnell for electrical ductbanks.
- d. No construction Administration services are included in this proposal, including the production of Issued for Construction contract documents.

<i>Task No.</i>	<i>Task Description</i>	Project Manager (Associate)	Elec. Engr (Associate)	Elec. Engr. (Senior)	CADD (Staff)	Admin. Assist. (General Office)	Task Hours	Task Cost
1	Project Management & Administration							
1.1	Project Management	20				2	22	\$ 5,140.00
1.2	Project Meetings	12		12			24	\$ 5,400.00
1.3	Attend Design Review Meetings (one site visit)	4		12			16	\$ 3,440.00
1.4	Site Visits (2 trips for 1 participant)	10		10			20	\$ 4,500.00
2	Design							
2.1	Review Available Airport Documents	2		4			6	\$ 1,310.00
2.2	Develop Airfield Lighting and Signage Section of EDR	2		12	2	1	17	\$ 3,430.00
2.3	Develop IFB Drawings	4	1	100	80	1	186	\$ 36,275.00
2.4	Develop IFB Technical Specifications		1	8		1	10	\$ 2,035.00
2.5	Develop Cost Estimates	4	1	10			15	\$ 3,305.00
2.6	Respond to SEH, FAA, and DAA review comments	4		8	4		16	\$ 3,340.00
2.7	Review and Comment on Electrical Ductbank Profiles	2	1	4	2		9	\$ 1,945.00
2.8	FAA Coordination	4		4	2		10	\$ 2,160.00
2.9	Quality Reviews	6	6	4		1	17	\$ 4,060.00
3	Bidding - No Services Included							
	Burns & McDonnell Labor Subtotal	74	10	188	90	6	368	\$ 76,340.00
4	Other Direct Costs							
6.1	Reproduction Costs							\$ 250.00
6.2	Travel & Expenses							\$ 1,200.00
	Grand Total							\$ 77,790.00

June 24, 2024

Proposal QTB198606

Jarrod Nelson, PE
Short Elliott Hendrickson, Inc.
3535 Vadnais Center Drive
Saint Paul, MN 55110

Re: Proposal for a Geotechnical Evaluation
Proposed Taxiway A Reconstruction, Phase 6
Duluth International Airport
4701 Grinden Drive
Duluth, Minnesota

Dear Mr. Nelson:

Braun Intertec Corporation respectfully submits this proposal to complete a geotechnical evaluation for the proposed reconstruction of Phase 6 of Taxiway A at the referenced site.

Project Information

Per our correspondence with you and the preliminary design plan provided, the project will include the reconstruction and realignment of approximately 1,900 feet of Taxiway A, including a connector taxiway to Runway 9-27. The project area is north of the Cirrus Ramp. The locations of the pavement cores and soil borings will be selected and surveyed by SEH.

Purpose

The purpose of our geotechnical evaluation will be to characterize existing pavement and subsurface geologic conditions at selected exploration locations and evaluate their impact on the design and reconstruction of the Taxiway A and the connector.

Scope of Services

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

Site Access

Based on aerial photographs and previous site visits, it appears that the site is accessible to a float tire-mounted drill rig. We understand our field work will be completed during daylight hours. We assume there will be no cause for delays in accessing the exploration locations.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Our drilling activities may also impact the vegetation and may rut the surface to access boring locations. Restoration of vegetation and turf is not part of our scope of services.

Utility Clearance

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. A Braun Intertec representative will arrange an on-site utility meet with the notified locators at the project site. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Penetration Test Borings

We propose to drill 13 standard penetration test (SPT) borings for the project, extending them to 10 feet. Standard penetration tests will be performed continuously in the upper 5 feet and at 2 1/2-foot vertical intervals at greater depths. We will collect bag samples from the auger cuttings of the subgrade for laboratory testing.

If the borings encounter groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring logs.

If the intended boring depths do not extend through unsuitable material, we will extend the borings at least 5 feet into suitable material at greater depths. If we identify a need for deeper (or additional) borings, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

Pavement Coring

We will core pavements at the 4 soil boring locations in pavement areas. The cores will be extracted and visually evaluated. Thickness and pavement condition within the cores will be reported. We understand this work will take place when temperatures are above freezing.

MDH Notification and Sealing Record

Since our planned exploration will be less than 15 feet in depth, the Minnesota Statutes will not require that we complete any notifications or sealing records. If we extend any of the borings to a depth of 15 feet or greater, the Statutes requires that we seal the boreholes and complete a Sealing Record. If 25 feet or greater, the Statutes also require us to complete a Sealing Notification Form. If the Record or Form are required, we will contact you to discuss the additional fees and sealing requirements.

Borehole Abandonment

After completing the soil borings, the borings will be backfilled with cuttings and borings in the pavement will be patched. Over time, subsidence of borehole backfill may occur, requiring surface grades to be re-leveled or patches to be replaced. Braun Intertec is not assuming responsibility for re-leveling or re-patching subsequent to initial backfilling and patching long term.

Sample Review and Laboratory Testing

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we anticipate performing 12 moisture content tests, 3 Atterberg limits tests, 3 sieve hydrometer analyses, 4 mechanical analyses (through a #200 sieve only), 3 modified Proctor tests, and 3 California Bearing Ratio tests. We will adjust the actual number and type of tests based on the results of our borings.

Report

We will prepare a report including:

- A sketch showing the boring locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the subsurface conditions that will impact pavement design and construction.
- Discussion regarding the reuse of on-site materials during construction.
- Recommendations for preparing pavement subgrades, and the selection, placement, and compaction of fill.
- Recommended CBR value to aid in pavement design.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

Schedule

We anticipate performing our work according to the following schedule.

- Drill rig mobilization – within about 6 weeks following receipt of written authorization
- Field exploration – 2 days on site to complete the work
- Classification and laboratory testing – within 2 weeks after completion of field exploration
- Preliminary results – within 2 weeks after completion of field exploration
- Final report submittal – within 5 weeks after completion of field exploration

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

Fees

We will furnish the services described in this proposal for a lump sum fee of \$17,735. Please note that our drilling/field services were budgeted to occur within our normal work hours of 7:00 a.m. to 5:00 p.m., Monday through Friday. We have budgeted for nighttime work for a portion of the field work. If conditions occur that require us to work outside of these hours discussed, we will request additional fees to cover our additional costs. Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

Our services will be provided under the terms of our Master Subcontractor Agreement with Short Elliott Hendrickson, Inc., dated March 19, 2024.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Aaron Tast at 320.980.3504 (atast@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Colin L. Anderson, PE
Project Engineer



Aaron M. Tast
Senior Manager, Aviation Services



Joseph C. Butler, PE
Associate Director, Senior Engineer

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

**WORK ORDER
No. 2024-9
Between**

**The Duluth Airport Authority (DAA) (Owner) and
Short Elliott Hendrickson Inc. (SEH) (Consultant)**

Dated: July 16, 2024

**TAXIWAY A RECONSTRUCTION – PHASE 6 (PRELIMINARY DESIGN, ENGINEER’S DESIGN
REPORT, FINAL DESIGN, PLANS AND SPECIFICATIONS, BIDDING DOCUMENTS, AND BIDDING
SERVICES)
DULUTH INTERNATIONAL AIRPORT (DLH)**

This work order includes preliminary and final design for the Taxiway A Reconstruction – Phase 6 project at Duluth International Airport (DLH). Components of this work include Preliminary Design, Engineer’s Design Report, Final Design, Plans and Specifications, Bidding Documents, and Bidding Services. The contract provisions included in the Master Agreement (dated 03-27-23) between the DAA and SEH remain in effect for this work order.

Estimated start date is August 1, 2024; estimated end date is August 1, 2025.

Compensation by the Owner to the Consultant shall be a lump sum amount of \$821,200.00. Schedule A is \$764,100.00 includes the federally eligible portion of the work. Schedule B is \$57,100.00 and includes the federally ineligible portions of the scope of work.

Descriptions of the services to be provided are included in Attachments A-1 and A-2. Detailed estimates of labor cost and expenses are included in Attachments B-1 and B-2.

Point of Contact: Shawn McMahon, Principal

APPROVED:

Duluth Airport Authority (DAA)

Short Elliott Hendrickson Inc.

Title: _____

Title: Principal _____

Date: _____

Date: July 16, 2024 _____

Title: _____

Date: _____

ATTACHMENT A-1

Duluth International Airport (DLH)

Taxiway A Reconstruction, Phase 6

Scope of Work

Schedule A (FAA Eligible)

Preliminary Design, Engineer's Design Report, Final Design, Plans & Specifications, Bidding Documents

General – Taxiway A is the parallel taxiway for the main runway (Runway 9/27) serving the Duluth International Airport. The existing Taxiway A is approximately 10,700 feet in length, and the width of Taxiway A varies along its alignment. The reconstruction of Taxiway A could potentially be completed in nine phases, based on the result of the 2021 DLH Airport Master Plan and discussions with the Duluth Airport Authority (DAA) and FAA. Phase 6 of the Taxiway A Reconstruction Program will include a 1,700 foot length of Taxiway A reconstruction to the north of the Cirrus facility. The Phase 6 project will also include the relocation of Taxiway A2 which joins Runway 9/27 with Taxiway A, being relocated per decisions made as part of the Airport Master Plan. See **Figure 1 - Project Exhibit**. Additionally, taxiway connector pavements will be constructed between the new Taxiway A pavement and the existing Midfield Ramp to and Cirrus Ramp accommodate aircraft operations. As part of the project, existing Taxiway A2 will be removed or closed.

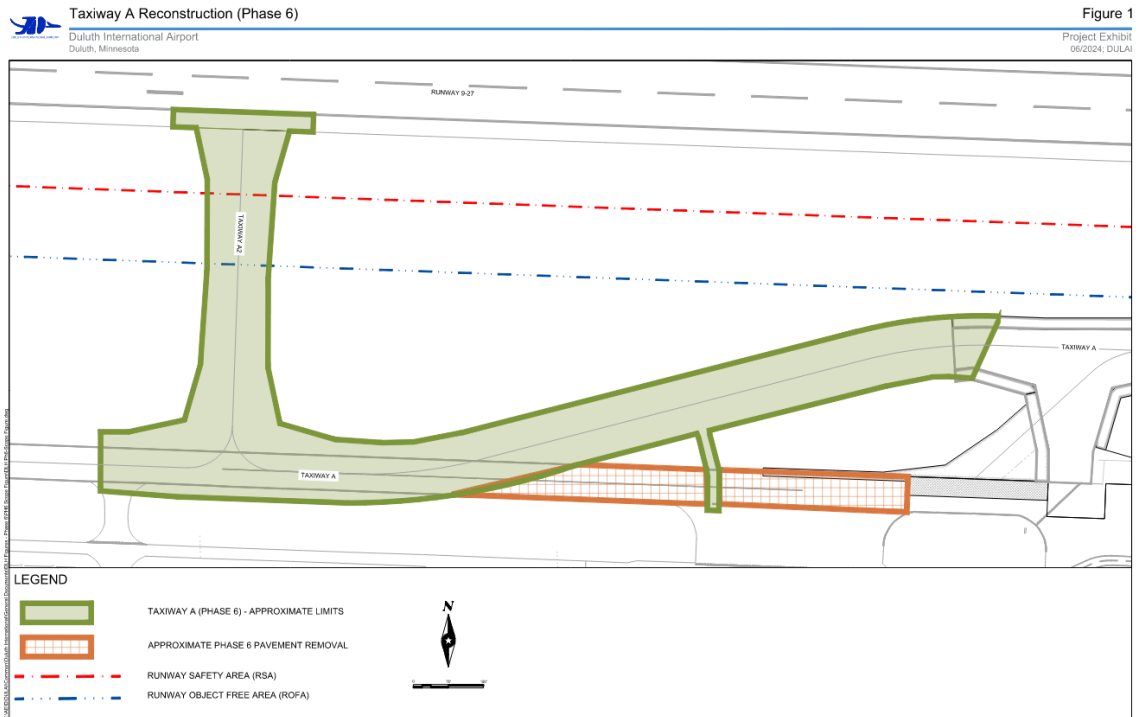


Figure 1. Project Exhibit

The majority of existing Taxiway A is 75-foot-wide bituminous pavement with no taxiway shoulders. Phase 6 will include reconstruction of approximately 1,700 feet of Taxiway A, 75 foot-wide, with 25-foot-wide bituminous shoulders to meet the criteria for TDG V based on the aircraft fleet mix that are anticipated to use Taxiway A. Taxiway A2 will be reconstructed to be 50 foot-

wide, with 20 foot-wide shoulders to satisfy the TDG III design criteria based upon the fleet mix that are anticipated to use this taxiway.

The most recent Minnesota Department of Transportation (MNDOT) pavement condition assessment was completed in 2018 and recorded the following results. The areas included in Phase 6 using the MnDOT naming convention include, and PTA-002 (Taxiway A). Pavement distresses exhibited in the Phase 6 areas include alligator cracking, block cracking, depression, longitudinal and transverse cracking, patching, raveling, swelling, and weathering. Most of the pavement in the Phase 6 area requires reconstruction due to poor pavement condition and or previously mentioned geometry/safety issues. The 1,700-foot portion of Taxiway A to the north of the Cirrus Ramp, named PTA-002, was constructed in 1985 and has a PCI of 34. See **Figure 2 - DLH 2018 PCI Summary**.

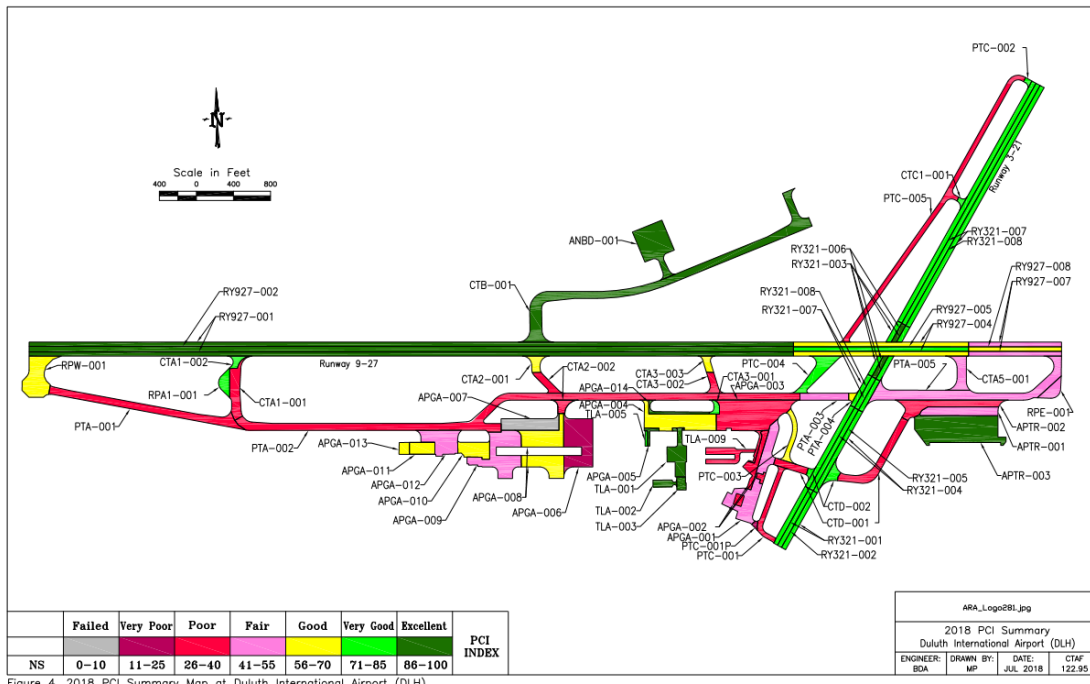


Figure 2. DLH 2018 PCI Summary

The project work will include removal of existing airfield pavements, concrete taxiway pavement installation, asphalt shoulder pavement construction, and storm sewer infrastructure and drainage improvements as required. Taxiway edge lighting, airfield signage, and related airfield electrical circuits will be reconstructed with this project. Project work will also include turf establishment and installation of airfield pavement markings.

(The Construction Administration scope items will be included in a subsequent work order.)

Proposed project schedule:

July 17, 2024 – DAA Board to consider Preliminary and Final Design contract
February 2025 – Submit Engineer's Design Report
May 2025 – Final plans and specifications posted for bidding
June 2025 – Bid opening
July 2025 – DAA Board to consider Construction, Construction Administration contracts
July 2025 – Grant application submittal
May 2026 – Construction

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

1. Project formulation
2. Preliminary Design
3. Engineer's Design Report for Taxiway A Reconstruction, Phase 6
4. Plan drawings for Taxiway A Reconstruction, Phase 6
5. Construction bidding documents for Taxiway A Reconstruction, Phase 6
6. FAA Construction plans and specifications review
7. Quality Control reviews
8. Project management and meetings

This work scope includes:

Work Element 1: Project Formulation

Task 1.1 – Scoping, Review, and Coordination – Short Elliott Hendrickson (SEH and/or Consultant) will coordinate with the Duluth Airport Authority (DAA) (sponsor) to develop the appropriate scope of work. Additional coordination will include task definition and establishment of project goals and objectives. The scope of work will be presented to FAA and MnDOT Office of Aeronautics for review and will be updated based on input received.

Task 1.2 – Project Formulation – SEH will complete cost breakdowns and eligibility determinations for the approved scope of work. Specifically, SEH will break the project into FAA eligible and ineligible scopes of work to enable accurate data for the FAA grant application.

Task 1.3 – FAA Grant Initiation Documentation – SEH will complete the project and grant pre-application documentation, associated preliminary cost breakdowns and preliminary eligibility determinations. The environmental CATEX (completed under another task) will be included in the project initiation documentation.

Work Element 2: Preliminary Design

Task 2.1 – Geotechnical Analysis/Borings – Geotechnical borings will be drilled in the location of the proposed reconstruction or relocation areas per FAA pavement design criteria. SEH will provide escorting and oversight during the drilling. The boring logs and narrative report will be used to develop the pavement design and the typical section for the taxiway. The scope of work

includes development and submittal of the FAA Form 7460 for completion of the boring scope of work.

Task 2.2 – Topographic Survey – A topographic survey will be completed in the area of the proposed Phase 6 reconstruction. Survey will include all pavement grades, pavement edges, drainage structures, utility information, airfield lighting, and other necessary features. SEH will complete the survey work and provide escorting and oversight during the survey operation.

Additional topographic survey will be required for the selected stormwater pond alternative. This area will most likely be on the north side of the airport, prior to entering Miller Creek. Two days of additional survey and additional time for the associated modeling and analysis are included in this task.

Task 2.3 – Environmental Determination/CATEX – SEH will complete a request for environmental Categorical Exclusion (CATEX) for the Taxiway A Reconstruction Phase 6 project. The wetland delineations have been obtained through previous work. This scope of work will include reviewing historical and previously completed data, preparing the CATEX form, coordinating with FAA, and responding to FAA comments as necessary.

Work Element 3: Engineer's Design Report

Task 3.1 – General Scope of Work – SEH will develop a brief narrative of the work scope, delineation of eligible/ineligible work items, any unique or unusual situations, and historical background on the proposed project.

Task 3.2 – Photographs – SEH will coordinate with DAA staff to capture photographs of representative areas of existing site conditions of the pavement. The photographs will be included within the report.

Task 3.3 – Applicable AIP Standards – All applicable AIP standards will be referenced in the report by FAA Advisory Circulars. Specific values for design standards as required for Taxiway A will be displayed in table format for airplane design group, approach category, runway safety area and object free area dimensions, geometric values and surface gradients.

Task 3.4 – Airport Operational Safety Considerations – SEH will develop a Construction Safety and Phasing Plan (CSPP) to evaluate proposed phasing and sequencing, construction limits, haul routes, contractor staging areas, and anticipated impacts to airport users. All airport facilities, including approach procedures and navigational aids, will be evaluated for potential impacts due to construction.

This project design will require investigation of construction phasing alternatives to maintain a full-length parallel taxiway pavement during project construction. Alternatives will be developed and presented to DAA and stakeholder groups for consideration, with the selected option being included in the project plans.

Task 3.5 Pavement Design – SEH will utilize pavement cores, soil borings and the geotechnical evaluation and report to evaluate the current pavement condition and underlying soils. The resulting pavement evaluation and identification of soil characteristics will be used with the fleet mix to develop a proposed pavement design and alternatives. (FAARFIELD program results and FAA Form 5100-1 will be included as part of the report.) Existing

pavement removal/reuse options will be explored, as well as base and subgrade conditions and proposed modifications.

In addition, the document will use the critical design aircraft determined in previous phases for pavement design but verified for the varied geotechnical conditions.

Task 3.6 – Drainage Design – SEH will conduct a site visit, inspection and evaluation of the existing drainage and subsurface drainage systems. Delineation of the drainage area and stormwater runoff calculations will be determined to confirm current drainage and stormwater treatment features. Additionally, this task will include the evaluation of the project's impact to the City of Duluth stormwater permitting requirements. The change in impervious surface will require detailed analysis and potential design of new stormwater structures, basins, infiltration ponds, or controls to limit the rate of water into Miller Creek. It is anticipated the design team will develop three alternatives to meet the stormwater requirements and provide a recommendation to move forward with a selected option.

Task 3.7 – Airfield Electrical Design – SEH will review the existing airfield and electrical system with the electrical subconsultant. Requirements for installation of a new taxiway lighting system and airfield signage will be confirmed. SEH will review preliminary taxiway lighting layout and airfield signage and regulator requirements designed by electrical subconsultant.

Task 3.8 – Navigational Aids – SEH design team will confirm information obtained during previous studies concerning the navigational aids associated with Runway 9/27 and Taxiway A. All affected navigational aids and ownership will be included in the report in table format. It is anticipated that reimbursable agreements will not be necessary for this project and this will be explored and confirmed as part of the design report.

Task 3.9 – Pavement Marking – SEH will develop a preliminary pavement marking plan and details to be included as part of the report. Coordination with FAA Part 139 inspector for the marking plan and airfield signage plan is included as part of this task.

Task 3.10 – Environmental Considerations – SEH will document previously completed Categorical Exclusion (CATEX) performed in Task 2.3 for the project. SEH will also identify necessary permits, including but not limited to NPDES and developing a Stormwater Pollution Prevention Plan (SWPPP) in concert with preliminary erosion control plans. SEH will develop City of Duluth stormwater permitting requirements.

Task 3.11 – Existing Utilities – SEH will develop a drawing that identifies and delineates existing underground utilities in and adjacent to the area of the Taxiway A Reconstruction, Phase 6.

Task 3.12 – Miscellaneous Work Items – SEH will provide a narrative to address other work components of the project, such as turf establishment, erosion control, site access, and other related work items.

Task 3.13 – Life Cycle Cost Analysis – SEH will include a discussion on Life Cycle Cost Analysis and confirm that the Life Cycle Cost Analysis for Taxiway A Reconstruction, Phase 1 is still appropriate for this project. The Life Cycle Cost Analysis process and results from Taxiway A Reconstruction, Phase 1 will be included in the report.

Task 3.14 – Modification to AIP Design Standards – No modifications to design standards are anticipated, but this task will explore all preliminary design to confirm that no modifications to design standards will be requested.

Task 3.15 – AIP Non-eligible Work Items – Any potential non-eligible work items will be identified. If non-eligible work items are identified, the process for separating these work components from eligible components will be addressed.

Task 3.16 – Disadvantaged Business Enterprise (DBE) – The current status of the Sponsor’s DBE program will be established, together with project goals for the Taxiway A Reconstruction, Phase 6 project. This task includes creating a program for 2025, 2026, and 2027 and identifying specific project goals.

Task 3.17 – Project Schedule – SEH will develop a schedule and associated chart to identify the project schedule specific to Phase 6 of the Taxiway A Reconstruction, and milestones during the design and bidding process.

Task 3.18 – Engineer’s Estimate of Probable Cost – SEH will provide an itemized summary of the engineer’s estimate of probable construction costs. Any ineligible work components will be called out separately.

Task 3.19 – Preliminary Project Budget – SEH will develop a preliminary project budget that will include anticipated engineering costs, construction costs, and administrative costs. Potential funding sources and proration will also be included.

Work Element 4: Plan Drawings for Taxiway A Reconstruction, Phase 6

Final design and plan drawings for Taxiway A Reconstruction, Phase 6, will be prepared in accordance with federal and state guidelines. FAA Advisory Circular (AC) 150/5300-13B, *Airport Design*, will be utilized in the development of the plan set. Other applicable ACs, FAA Orders, Regulations and Policy Memorandums will be used as needed.

Specific tasks included with this work element include:

Task 4.1 – Environmental Coordination and Permits – SEH will refine the draft Stormwater Pollution Prevention Plan (SWPPP) and erosion control plans completed as part of the Engineer’s Design Report. Additionally, the scope of work includes completion and/or coordination of the following permits:

- MPCA NPDES permit application
- City of Duluth Haul Route Application
- City of Duluth Stormwater permit
- Stormwater Pollution Prevention Plan (SWPPP)
- MPCA Concrete Batch Plant Permit

Task 4.2 – Environmental Investigation – SEH will complete an investigation of the Phase 6 area for contamination. The review will include a Phase 1 and Phase 2 Environmental Site Assessment. A report will be delivered to the Sponsor showing the level and areas of contamination and a response action plan to be used during construction. This task includes research of the history of the site, a site visit, report writing, and meeting with the airport to discuss the results and the response action plan.

Task 4.3 – Construction Safety and Phasing Plan Development – SEH will refine and update the preliminary Construction Safety and Phasing Plan

(CSPP) that was developed as part of the Engineer's Design Report. SEH will meet with DAA staff, airfield tenants and users to evaluate potential risks and determine appropriate mitigation tactics. The preliminary CSPP will be enhanced to determine final phasing and sequencing, construction limits, haul routes, contractor staging areas, and anticipated impacts to airport users and airfield facilities. A final CSPP will be uploaded for FAA airspace review. A Construction Safety Plan Narrative will also be created to complement the CSPP.

Task 4.4 – 7460 Airspace Determination Review – SEH will submit the required airspace data on the FAA's OE/AAA website for an airspace determination. Submitted data will include a 7460 drawing with points of interest, the CSPP developed as part of Task 4.2, the safety plan narrative document, and other requested information by FAA. This task also includes effort to adjust submitted data requested by FAA.

Task 4.5 – Detailed Final Design – Detailed final design to include establishment of final plan/profile, shoulder impacts from taxiway widening and construction, grading and topographic survey analysis, surface and subsurface drainage design including final storm sewer infrastructure and other related project elements. Electrical final design will be related to edge lighting, taxiway lighting, airfield signage, and associated components. (See attached work scope from electrical subconsultant).

Task 4.6 – Construction Plan Sheets – Specific plan sheets to be developed and included in the plan set are as follows:

- Title Sheet
- Construction Safety Plan
- Construction Phasing Plan. The phasing plans will include temporary taxiway marking, temporary electrical design, and airfield guidance sign adjustments for temporary taxiways.
- Construction Signage Plan
- Statement of Estimated Quantities
- Details and Construction Notes
- Utility Locations Plan
- Storm Sewer Plan and Profiles
- Typical Section(s)
- Removal Plan
- Erosion Control Plan and Details
- Grading Plan
- Topography and Plan/Profile drawings for new pavement
- Alignment Plan
- Bituminous Pavement Jointing Plan and Details
- Concrete Pavement Joint Plan and Details
- Pavement Elevation Plan Sheets
- Pavement Marking Plan and Details
- Standard Plates
- Cross Sections
- Electrical Layout and Details

Task 4.7 – Quality Control Site Visit – SEH will conduct two quality control site visits during final design to verify base maps, utility locations, light locations,

grades, and other relevant site features to ensure conformance to bidding documents.

Work Element 5: Construction Bidding Documents for Taxiway A Reconstruction, Phase 6

Elements of the Construction Bidding Documents will be prepared in accordance with FAA Advisory Circulars (AC) 150/5300-13B, *Airport Design* and other applicable AC's, Orders, Regulations and Policy Memorandums. Specific tasks included with this work element include:

Task 5.1 – Construction Bidding Documents – A bid proposal project manual will be prepared that will consist of a table of contents, advertisement for bids, proposal documents, schedule of prices, State and Federal requirements, wage rates, technical specifications, and special provisions. Bidding documents will be edited individually and sent to the City of Duluth Purchasing Office for review. This task also includes coordination with the City of Duluth Purchasing Office to advertise the project for bid.

Task 5.2 – Construction Technical Specifications - This task includes creation of construction technical specifications for the project. These specifications will be created from the FAA Advisory Circular 150/5370-10H - Standard Specifications for Construction of Airports and modified for the project. Individual specifications will be edited individually to meet project requirements.

Task 5.3 – Construction Management Plan – A Construction Management Plan (CMP) and reporting program will be prepared per FAA guidelines.

Work Element 6: Bidding

Task 6.1 – Bidding Services – Consultant will take questions from prospective bidders throughout the bidding process and if needed, will clarify questions with an addendum. This also includes an on-site pre-bid meeting, which will include a presentation, tour and meeting minutes that will be shared in an addendum.

Task 6.2 – Bid Opening – Consultant will coordinate advertisement and opening of contractor bids virtually.

Task 6.3 – Bid Review, Recommendation, and Award – After bids are opened, the Consultant will review for completed bids, develop a bid tab for bid comparison, and make a contractor recommendation to the Owner to move toward award of the bid and assist with requesting an FAA and State grant for the project.

Work Element 7: FAA Construction Plans and Specifications Full Review

Task 7.1 – FAA Coordination – SEH will coordinate with the FAA on submitting a 90% complete set of construction plans and specifications for FAA review.

Task 7.2 – Completion of Appendix 3, “Full Review Guide” – SEH will complete Appendix 3 “Construction Plans and Specifications “Full Review Guide” and submit the document with the 90% plans and specifications.

Task 7.3 – Review and Address FAA Comments – SEH will review and address all FAA comments on the plans and specifications and develop documentation to track any comments received and how those comments were addressed.

Work Element 8: Quality Control Reviews

Quality Control includes the following tasks:

Task 8.1 – Quantity Calculations and Final Engineer’s Estimate –This task includes finalization of quantities associated with the project for use in the bid package. A final engineer’s estimate using these quantities is also included.

Task 8.2 – Quality Control Reviews –This task includes quality control reviews of the project plans and specifications, quantity determinations and construction cost estimates. An on-site plan review with DAA staff is included.

Work Element 9: Project Management – This task includes the overall project management of Work Elements 1 through 8 noted above. Project Management includes administration of the project, design team meetings, agency and Sponsor meetings, airfield user and tenant outreach meetings, and related project administration tasks.

Task 8.1 – Design Team Meetings –This task includes bi-weekly meetings by the design team to discuss project elements, schedule, issues, and provide coordination between team members. It is anticipated that there will be 12 design meetings.

Task 8.2 – Agency Meetings –This task includes monthly meetings by the design team, MnDOT Office of Aeronautics, FAA ADO, DAA staff, and other individuals and agencies as needed, to discuss the project design development, schedule, and any other related items. It is anticipated that there will be four, two-hour agency virtual meetings, attended by PM, PE, and Planner.

Task 8.3 – Airport Authority Meetings –This task includes attendance at monthly DAA Authority meetings to provide project updates to the DAA Board members. Four, two-hour meetings are included requiring Principal, PM, and Planner attendance.

Task 8.4 – Public Involvement Meetings and Notifications – This task includes specific meetings with airlines, airfield businesses, airfield tenants, terminal tenants, St. Louis County, and other critical stakeholders to provide updates on the status of the project and address any issues or concerns. This task also includes coordination with local FAA tech ops regarding the project schedule, any impacts to FAA equipment, and other coordination items. SEH will host two dedicated meetings with tenants and stakeholders discussing the proposed improvements.

Task 8.5 – Subconsultant Coordination –This task includes subcontractor coordination and administration, including contract and fee development, escorting of field work, deliverable review, and final payment and closeout.

Task 8.6 – Overall Project Management –This task includes project coordination and administration, including Sponsor and agency communication, internal meetings, progress reports, budget updates and monthly invoices and contract negotiation.

Subconsultants performing work under this proposal include the following:

- 1. Braun Intertec.** All geotechnical engineering associated with the project will be performed by Braun Intertec out of Duluth, Minnesota.
- 2. Burns & McDonnell.** Airfield electrical design with the project will be performed by Burns & McDonnell out of Bloomington, Minnesota.

ATTACHMENT B-1
ESTIMATED FEES AND EXPENSES
TAXIWAY A RECONSTRUCTION (PHASE 6)
PRELIMINARY DESIGN, ENGINEER'S DESIGN REPORT, FINAL DESIGN, PLANS AND SPECIFICATIONS, BIDDING DOCUMENTS
SCHEDULE A - FAA ELIGIBLE
DULUTH INTERNATIONAL AIRPORT (DLH)
DULUTH, MINNESOTA

Task No.	Task Description	Principal	Project Manager / Engineer VI	Professional Engineer / Engineer V	Project Engineer / Engineer IV	Aviation Planner	Senior CAD Technician	Survey Crew Chief III	Survey Crew Chief I	Natural Resource Scientist	Environmental Engineer	Water Resources Engineer	Administrative Assistant
Project Formulation													
1.1	Scoping, Review, and Coordination	4	12	12		12							
1.2	Project Formulation	4	12	12		12							
1.3	FAA Grant Initiation Documentation	4	12	12		12							
Preliminary Design													
2.1	Geotechnical Analysis/Borings		2	16	20		4						
2.2	Topographic Survey				36		8	140	140				
2.3	Environmental Determination/CATEX									24	8	24	
Engineer's Design Report													
3.1	General Scope of Work	2	12	4									12
3.2	Photographs			6									
3.3	Applicable AIP Standards		2	6		6							
3.4	Airport Operational Safety Considerations		8	20	20	8	16						
3.5	Pavement Design		8	24	40								
3.6	Drainage Design		4	24	24		40					80	
3.7	Airfield Electrical Design		2	8									
3.8	Navigational Aids		2	4		4							
3.9	Pavement Marking		4	10	16								
3.10	Environmental Considerations		4	4			8			8		16	
3.11	Existing Utilities		2	12			12						
3.12	Miscellaneous Work Items		4	8									
3.13	Life Cycle Cost Analysis		4	4									
3.14	Modification to AIP Design Standards		4	8		4							
3.15	AIP Non-eligible Work Items		4	4									
3.16	Disadvantaged Business Enterprise (DBE)		4	4									16
3.17	Project Schedule	2	4	8	8	4							
3.18	Engineer's Estimate of Probable Cost		8	8	16		4						
3.19	Preliminary Project Budget	2	8	12	8								
Plan Drawings for Taxiway A Reconstruction, Phase 6													
4.1	Environmental Coordination and Permits		8	8	8	16	16						8
	MPCA NPDES Permit			2			4					8	
	Haul Route Permit			4			4						
	City of Duluth Stormwater Permit		2		4							20	
	SWPPP		8	8	8		20					20	
	MPCA Concrete Batch Plant Permit			4	4								
4.2	Environmental Investigation		8	8		12					56		
4.3	Construction Safety and Phasing Plan		20	20	20		20						
4.4	7460 Airspace Determination Submittal				20		20						
4.5	Detailed Final Design												
	Taxiway A & Taxiway A2	8	32	160	140	8	80					12	
4.6	Construction Plan Sheets												
	Title Sheet						8						
	Construction Safety Plan		2	4	8		20						
	Construction Phasing Plans		2	8	16	16							
	Construction Signage Plan		2		4		16						
	Statement of Estimated Quantities		4	4	12		20						
	Details and Construction Notes		4	4			16						
	Utility Locations Plan			4	4		20						
	Storm Sewer Plan and Profiles		4	12			32						
	Typical Section(s)		4	8	12		20						
	Removal Plan		4	8	8		20						
	Erosion Control Plan and Details		2	8	8		8					24	
	Grading Plan		4	16	40		60						
	Topography and Plan/Profile Drawings		2	4	12		20						
	Alignment Plan			8	8		20						
	Bituminous Jointing Plan and Details		2	4	4		8						
	Concrete Jointing Plan and Details		4	8	16		16						
	Pavement Elevation Plan Sheets		2	4			4						
	Pavement Marking Plan and Details		4	8	12		20						
	Standard Plates			4			8						
	Cross Sections			4	4		20						
	Electrical Layout and Details		4	4	8		72						
4.7	Quality Control Site Visit		12	12	12								
Construction Bidding Documents for Taxiway A Reconstruction, Phase 6													
5.1	Construction Bidding Documents		20	24	40					4		4	20
5.2	Construction Technical Specifications		8	12	16								
5.3	Construction Management Plan (CMP)		4	8	16								
Bidding													
6.1	Bidding Services												
6.2	Bid Opening												
6.3	Bid Review, Recommendation, and Award												
FAA Construction Plans and Specifications Full Review													
7.1	FAA Coordination		8	16	20	4							
7.2	Completion of Appendix 3		4	16									
7.3	Review and Address FAA Comments		8	8	8		8						
Quality Control													
8.1	Quantity Calculations and Final Engineer's Estimate		8	8	8		8						
8.2	Quality Control Reviews	4	80	120	40		8						
Project Management and Meetings													
9.1	Design Team Meetings		18	18	18	10	18				4		
9.2	Agency Meetings		8	8		8							
9.9	Airport Authority Meetings	8	8			8							
9.4	Public Involvement Meetings and Notifications	4	4			4							
9.5	Subconsultant Coordination		20	8									
9.6	Overall Project Management	4	20	8									
	Total hours per labor category	46	484	834	746	148	726	140	140	36	68	208	56

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Principal	46	\$86.32	\$3,970.74
Project Manager / Engineer VI	484	\$77.94	\$37,723.69
Professional Engineer / Engineer V	834	\$51.02	\$42,550.26
Project Engineer / Engineer IV	746	\$38.01	\$28,355.46
Aviation Planner	148	\$55.13	\$8,158.50
Senior CAD Technician	726	\$59.89	\$43,481.59
Survey Crew Chief III	140	\$41.65	\$5,831.49
Survey Crew Chief I	140	\$40.98	\$5,737.41
Natural Resource Scientist	36	\$57.75	\$2,079.00
Environmental Engineer	68	\$60.00	\$4,080.00
Water Resources Engineer	208	\$51.94	\$10,804.25
Administrative Assistant	56	\$35.61	\$1,993.91
Total Direct Labor Costs:	3,632		\$194,766.30
Direct Salary Costs plus Overhead (88%)			\$366,160.64
Total Labor Costs			\$560,926.94
Fixed Fee on Labor Costs (15%)			\$84,139.04

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Electrical Engineering Subconsultant (Burns and McDonnell)	1	\$77,790.00	\$77,790.00
Geotechnical Investigation (Braun Intertec)	1	\$17,735.00	\$17,735.00
Computer Charge	3632	\$5.55	\$20,157.60
Employee Mileage	2000	\$0.67	\$1,340.00
Reproductions / Miscellaneous	1	\$2,000.00	\$2,000.00
Total Expenses			\$119,022.60

SUMMARY:		
Total Labor Costs + Expenses + Fixed Fee		\$764,088.58
Estimated Total		\$764,100.00

ATTACHMENT A-2
Duluth International Airport (DLH)
Taxiway A Reconstruction, Phase 6
Scope of Work
Schedule B (FAA Ineligible Tasks)

Preliminary Design, Engineer's Design Report, Final Design, Plans and Specifications, Bidding Documents

General – Schedule B reflects the same overall project description as Schedule A, but specifically focuses on the portion of the tasks that are not federally eligible, and required to complete the federally ineligible portions of work. These tasks include the design effort required to construct an ADG V/TDG-5 taxiway beyond the limits of the FAA eligible ADG 3/TDG III taxiway dimensions.

(The Construction Administration scope items will be included in a subsequent work order.)

This work scope includes:

Work Element 1: Project Formulation

Task 1.1 – Scoping, Review, and Coordination – Short Elliott Hendrickson (SEH and/or Consultant) will coordinate with the Duluth Airport Authority (DAA) (sponsor) to develop the appropriate scope of work. Additional coordination will include task definition and establishment of project goals and objectives. The scope of work will be presented to FAA and MnDOT Office of Aeronautics for review and will be updated based on input received. This work is specific to the additional effort required to design and fund the increase in taxiway width for Taxiway A, and coordination with the Air National Guard specific to additional funding. Taxiway A2 is being designed to FAA standards, and is considered eligible.

Task 1.2 – Project Formulation – SEH will complete the project and grant pre-application documentation, cost breakdowns and eligibility determinations for the approved scope of work. This work is specific to the additional effort required to design and fund the increase in taxiway width, and coordination with the Air National Guard specific to additional funding. This task includes the development and coordination of the Military Construction Cooperative agreement, and subsequent approval.

Work Element 2: Engineer's Design Report

Task 2.1 – General Scope of Work – SEH will develop a brief narrative of the work scope, delineation of eligible/ineligible work items, any unique or unusual situations, and historical background on the proposed project. This work is specific to the additional effort required to design and fund the increase in taxiway width, and coordination with the Air National Guard specific to additional funding.

Task 2.2 – Engineer's Estimate of Probable Cost – SEH will provide an itemized summary of the engineer's estimate of probable construction costs. Any ineligible work components will be called out separately. This work is specific to the additional effort required to design and fund the increase in taxiway width, and coordination with the Air National Guard.

Task 2.3 – Preliminary Project Budget – SEH will develop a preliminary project budget that will include anticipated engineering costs, construction costs, and administrative costs. Potential funding sources and proration will also be included. This work is specific to the additional effort required to design and fund the increase in taxiway width, and coordination with the Air National Guard.

Work Element 3: Plan Drawings for Taxiway A Reconstruction, Phase 6

Final design and plan drawings for Taxiway A Reconstruction, Phase 6, will be prepared in accordance with federal and state guidelines. FAA Advisory Circular (AC) 150/5300-13B, *Airport Design*, will be utilized in the development of the plan set. Other applicable ACs, FAA Orders, Regulations and Policy Memorandums will be used as needed. Specific tasks included with this work element include:

Task 3.1 – Detailed Final Design – The final design will include the design of the additional 25 feet of taxiway width and the additional 5 feet of taxiway shoulder width.

Task 3.2 – Plan Production – A few plan sheets will require additional effort to create due to the increased width of Taxiway A and the shoulders. It is anticipated that Construction Safety and Phasing, Utility Locations, Typical Sections, Plan and Profile, Jointing, and Pavement Marking drawings will require some level of additional effort.

Work Element 4: Quality Control Reviews

Task 4.1 – Quantity Calculations and Final Engineer's Estimate –This task includes finalization of quantities associated with the project for use in the bid package. A final engineer's estimate using these quantities is also included. This work is specific to the additional effort required to design and fund the increase in taxiway width, and coordination with the Air National Guard.

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

Task 5.1 – Design Team Meetings –This task includes bi-weekly meetings by the design team to discuss project elements, schedule, issues, and provide coordination between team members. It is anticipated that there will be 12 design meetings, of which, a portion of them will be discussing ineligible areas.

Task 5.2 – Agency Meetings –This task includes one meeting by the design team with the 148th Fighter Wing to discuss the project design development, schedule, and any other related items.

Task 5.3 – Overall Project Management –This task includes project coordination and administration, including Sponsor and agency communication, internal meetings, progress reports, budget updates and monthly invoices and contract negotiation. This work is specific to the additional effort required to design and fund the increase in taxiway width, and coordination with the Air National Guard.

ATTACHMENT B-2
ESTIMATED FEES AND EXPENSES
TAXIWAY A RECONSTRUCTION (PHASE 6)
PRELIMINARY DESIGN, ENGINEER'S DESIGN REPORT, FINAL DESIGN, AND PLANS AND SPECIFICATIONS
SCHEDULE B - FAA INELIGIBLE
DULUTH INTERNATIONAL AIRPORT(DLH)
DULUTH, MINNESOTA

Task No.	Task Description	Principal	Project Manager / Engineer VI	Professional Engineer / Engineer V	Project Engineer / Engineer IV	Aviation Planner	Senior CAD Technician	Natural Resource Scientist	Water Resources Engineer	Administrative Assistant
<i>Project Formulation</i>										
1.1	Scoping, Review, and Coordination	2	4	4		4				
1.2	Project Formulation	2	4	4		4				
<i>Engineer's Design Report</i>										
2.1	General Scope of Work	4	4	8						2
2.2	Engineer's Estimate of Probable Cost		4	8	8		2			
2.3	Preliminary Project Budget		1	4	4					
<i>Plan Drawings for Taxiway A Reconstruction, Phase 6</i>										
3.1	Detailed Final Design		8	24	40		24			
3.2	Plan Production		8	20	24		40			
<i>Quality Control</i>										
4.1	Quantity Calculations and Final Engineers		4	8	8		4			
<i>Project Management and Meetings</i>										
5.1	Design Team Meetings		4	2		1				1
5.2	Agency Meetings		1	1		1				
5.3	Overall Project Management	2	4							
Total hours per labor category		10	46	83	84	10	70	0	0	3

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Principal	10	\$86.32	\$863.21
Project Manager / Engineer VI	46	\$77.94	\$3,585.31
Professional Engineer / Engineer V	83	\$51.02	\$4,234.62
Project Engineer / Engineer IV	84	\$38.01	\$3,192.84
Aviation Planner	10	\$55.13	\$551.25
Senior CAD Technician	70	\$59.89	\$4,192.44
Natural Resource Scientist	0	\$57.75	\$0.00
Water Resources Engineer	0	\$51.94	\$0.00
Administrative Assistant	3	\$35.61	\$106.82
Total Direct Labor Costs:	306		\$16,726.48
Direct Salary Costs plus Overhead (88%)			\$31,445.78
Total Labor Costs			\$48,172.26
Fixed Fee on Labor Costs (15%)			\$7,225.84

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Computer Charge	306	\$5.55	\$1,698.30
Employee Mileage		\$0.00	\$0.00
Reproductions / Miscellaneous		\$0.00	\$0.00
Total Expenses			\$1,698.30

SUMMARY:

Total Labor Costs + Expenses + Fixed Fee	\$57,096.40
Estimated Total	\$57,100.00

Duluth International Airport

Taxiway A Reconstruction Phase 6 - Electrical Design Services

Scope of Work

Overall Project Scope. The ultimate project scope of work will involve the production of the Engineers Design Report and the final design documents for reconstruction of Phase 6 of existing parallel Taxiway Alpha at the Duluth International Airport. The Phase 6 project scope includes approximately 1,900 linear feet of concrete taxiway, 75 feet in width, with bituminous shoulders that will be designed to be Taxiway Design Group 5. The project will also include the construction of a new connector taxiway between Taxiway A and Runway 9-27. The work will include drainage improvements, including potential storm structure repair or replacement. Additionally, new taxiway lighting and signage will be installed. The associated airfield lighting control system will be modified to match the installed lighting configuration.

Electrical Design Scope, Taxiway Alpha Phase 6

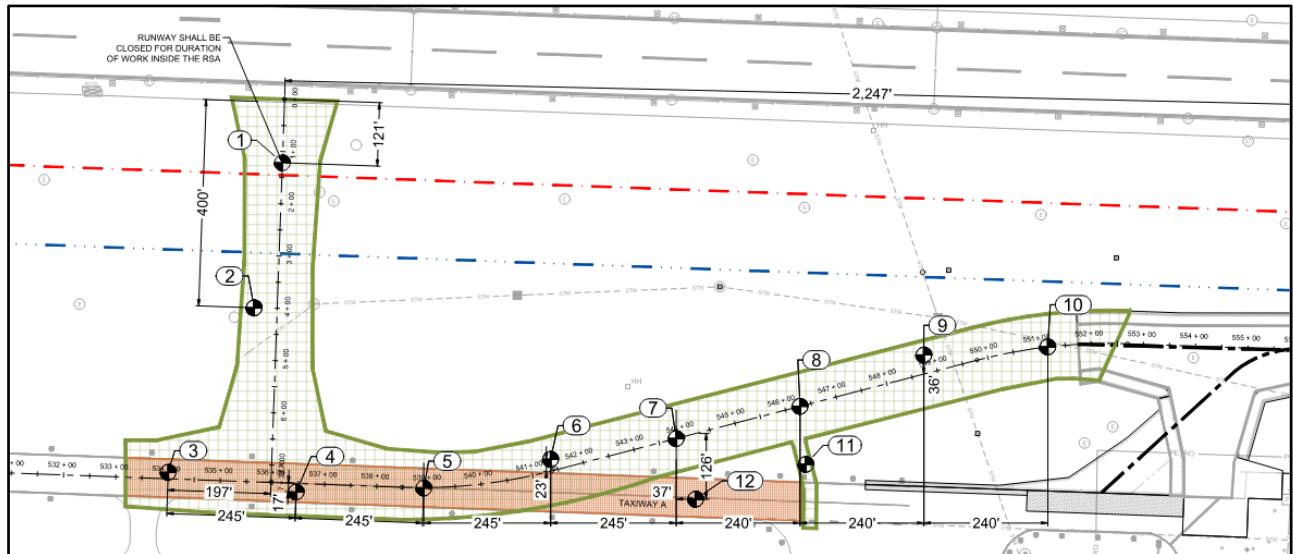


Figure 1: PROJECT SCOPE OF WORK

Design for the L-861T(L) elevated taxiway edge Light Emitting Diode (LED) type lighting fixtures and corresponding infrastructure (i.e. lighting can, drainage, conduit, wire, etc.) will be provided. See **Figure 1** for the work along Taxiway Alpha and the new connector taxiway. The project will remove, update, and replace all lighting and signage as necessary.

Additional Scope Items:

- Coordination with the FAA and potential relocation of FAA owned electrical infrastructure.
- Review of Runway 9-27 Edge Lights in the footprint of the Phase 6 project. Design any alteration from elevated edge light to in pavement light.
- Alteration or relocation of any electrical structures in the project footprint.
- Coordination of Phase 6 with surrounding phases currently in design and construction.
- It is assumed that no work will be needed for modification or improvement to NAVAIDS.

Elements of Work for the Final Electrical Design Scope.

1. PROJECT MEETINGS:

- a. The Consultant will attend 4 (1-hour) virtual project review meetings with the DAA with two participants.
- b. The Consultant will attend 12 (1-hour) virtual project meetings to discuss design coordination and deliverables with two participants.
- c. Two in-person site visits will be conducted. 1 participant per trip (20-hours)

2. FULL DESIGN PRODUCTION:

- a. The Consultant will review all existing airport documents. Plans, as-builts, etc.
- b. The Consultant will produce the electrical components for the 60%, and Final Engineer's Design Report (EDR).
- c. The Consultant will produce 60%, 90%, and Issued for Bid plans. The plans include but are not limited to the following:
 - Electrical Legend, Light Fixture Schedule, and Abbreviations.
 - Electrical Notes
 - Electrical Demolition Plans (6 Grids)
 - Electrical Overall Plan
 - Electrical Site Plans (6 Grids)
 - Electrical Sign Legend
 - Home Run (Vault) Plan
 - Electrical Details (4 Sheets)
- d. The Consultant will produce 60%, 90%, and Issued for Bid Specifications. The specifications include but are not limited to the following:
 - L-108 Underground Power Cable for Airports
 - L-109 Airport Transformer Vault and Vault Equipment
 - L-110 Airport Underground Electrical Duct Banks and Conduits
 - L-115 Electrical Manholes and Junction Structures
 - L-125 Installation of Airport Lighting Systems
- e. The Consultant will produce 60%, 90%, and Issued for Bid Cost estimates.
- f. The Consultant will respond to SEH, FAA, and DAA comments from the 60%, and 90% submittal reviews.
- g. The Consultant will support SEH in development of electrical ductbank profiles to be coordinated with other underground features by reviewing and commenting on profiles drafted by SEH.
- h. FAA Coordination tasks are assumed to be limited for this project. Ten total hours are included for this item.

3. BIDDING:

- a. Bidding services are not included in this proposal.

4. SCHEDULE

- a. The timing of these services will be coordinated with SEH with an anticipated design notice to proceed date in Q3 of 2024, bidding date in 2025 and construction in 2026.

5. COST OF SERVICES:

- a. The attached fee estimate details the hours and lump sum fee proposal for the various elements of work to be undertaken as part of the project. Burns & McDonnell will bill SEH monthly for services provided.
- b. Project Management and Administration services are provided in this proposal.
- c. No 3-D design or drafting will be performed by Burns & McDonnell for electrical ductbanks.
- d. No construction Administration services are included in this proposal, including the production of Issued for Construction contract documents.

<i>Task No.</i>	<i>Task Description</i>	Project Manager (Associate)	Elec. Engr (Associate)	Elec. Engr. (Senior)	CADD (Staff)	Admin. Assist. (General Office)	Task Hours	Task Cost
1	Project Management & Administration							
1.1	Project Management	20				2	22	\$ 5,140.00
1.2	Project Meetings	12		12			24	\$ 5,400.00
1.3	Attend Design Review Meetings (one site visit)	4		12			16	\$ 3,440.00
1.4	Site Visits (2 trips for 1 participant)	10		10			20	\$ 4,500.00
2	Design							
2.1	Review Available Airport Documents	2		4			6	\$ 1,310.00
2.2	Develop Airfield Lighting and Signage Section of EDR	2		12	2	1	17	\$ 3,430.00
2.3	Develop IFB Drawings	4	1	100	80	1	186	\$ 36,275.00
2.4	Develop IFB Technical Specifications		1	8		1	10	\$ 2,035.00
2.5	Develop Cost Estimates	4	1	10			15	\$ 3,305.00
2.6	Respond to SEH, FAA, and DAA review comments	4		8	4		16	\$ 3,340.00
2.7	Review and Comment on Electrical Ductbank Profiles	2	1	4	2		9	\$ 1,945.00
2.8	FAA Coordination	4		4	2		10	\$ 2,160.00
2.9	Quality Reviews	6	6	4		1	17	\$ 4,060.00
3	Bidding - No Services Included							
	Burns & McDonnell Labor Subtotal	74	10	188	90	6	368	\$ 76,340.00
4	Other Direct Costs							
6.1	Reproduction Costs							\$ 250.00
6.2	Travel & Expenses							\$ 1,200.00
	Grand Total							\$ 77,790.00

June 24, 2024

Proposal QTB198606

Jarrod Nelson, PE
Short Elliott Hendrickson, Inc.
3535 Vadnais Center Drive
Saint Paul, MN 55110

Re: Proposal for a Geotechnical Evaluation
Proposed Taxiway A Reconstruction, Phase 6
Duluth International Airport
4701 Grinden Drive
Duluth, Minnesota

Dear Mr. Nelson:

Braun Intertec Corporation respectfully submits this proposal to complete a geotechnical evaluation for the proposed reconstruction of Phase 6 of Taxiway A at the referenced site.

Project Information

Per our correspondence with you and the preliminary design plan provided, the project will include the reconstruction and realignment of approximately 1,900 feet of Taxiway A, including a connector taxiway to Runway 9-27. The project area is north of the Cirrus Ramp. The locations of the pavement cores and soil borings will be selected and surveyed by SEH.

Purpose

The purpose of our geotechnical evaluation will be to characterize existing pavement and subsurface geologic conditions at selected exploration locations and evaluate their impact on the design and reconstruction of the Taxiway A and the connector.

Scope of Services

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

Site Access

Based on aerial photographs and previous site visits, it appears that the site is accessible to a float tire-mounted drill rig. We understand our field work will be completed during daylight hours. We assume there will be no cause for delays in accessing the exploration locations.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Our drilling activities may also impact the vegetation and may rut the surface to access boring locations. Restoration of vegetation and turf is not part of our scope of services.

Utility Clearance

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. A Braun Intertec representative will arrange an on-site utility meet with the notified locators at the project site. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Penetration Test Borings

We propose to drill 13 standard penetration test (SPT) borings for the project, extending them to 10 feet. Standard penetration tests will be performed continuously in the upper 5 feet and at 2 1/2-foot vertical intervals at greater depths. We will collect bag samples from the auger cuttings of the subgrade for laboratory testing.

If the borings encounter groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring logs.

If the intended boring depths do not extend through unsuitable material, we will extend the borings at least 5 feet into suitable material at greater depths. If we identify a need for deeper (or additional) borings, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

Pavement Coring

We will core pavements at the 4 soil boring locations in pavement areas. The cores will be extracted and visually evaluated. Thickness and pavement condition within the cores will be reported. We understand this work will take place when temperatures are above freezing.

MDH Notification and Sealing Record

Since our planned exploration will be less than 15 feet in depth, the Minnesota Statutes will not require that we complete any notifications or sealing records. If we extend any of the borings to a depth of 15 feet or greater, the Statutes requires that we seal the boreholes and complete a Sealing Record. If 25 feet or greater, the Statutes also require us to complete a Sealing Notification Form. If the Record or Form are required, we will contact you to discuss the additional fees and sealing requirements.

Borehole Abandonment

After completing the soil borings, the borings will be backfilled with cuttings and borings in the pavement will be patched. Over time, subsidence of borehole backfill may occur, requiring surface grades to be re-leveled or patches to be replaced. Braun Intertec is not assuming responsibility for re-leveling or re-patching subsequent to initial backfilling and patching long term.

Sample Review and Laboratory Testing

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we anticipate performing 12 moisture content tests, 3 Atterberg limits tests, 3 sieve hydrometer analyses, 4 mechanical analyses (through a #200 sieve only), 3 modified Proctor tests, and 3 California Bearing Ratio tests. We will adjust the actual number and type of tests based on the results of our borings.

Report

We will prepare a report including:

- A sketch showing the boring locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the subsurface conditions that will impact pavement design and construction.
- Discussion regarding the reuse of on-site materials during construction.
- Recommendations for preparing pavement subgrades, and the selection, placement, and compaction of fill.
- Recommended CBR value to aid in pavement design.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

Schedule

We anticipate performing our work according to the following schedule.

- Drill rig mobilization – within about 6 weeks following receipt of written authorization
- Field exploration – 2 days on site to complete the work
- Classification and laboratory testing – within 2 weeks after completion of field exploration
- Preliminary results – within 2 weeks after completion of field exploration
- Final report submittal – within 5 weeks after completion of field exploration

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

Fees

We will furnish the services described in this proposal for a lump sum fee of \$17,735, Please note that our drilling/field services were budgeted to occur within our normal work hours of 7:00 a.m. to 5:00 p.m., Monday through Friday. We have budgeted for nighttime work for a portion of the field work. If conditions occur that require us to work outside of these hours discussed, we will request additional fees to cover our additional costs. Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

Our services will be provided under the terms of our Master Subcontractor Agreement with Short Elliott Hendrickson, Inc., dated March 19, 2024.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Aaron Tast at 320.980.3504 (atast@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Colin L. Anderson, PE
Project Engineer



Aaron M. Tast
Senior Manager, Aviation Services



Joseph C. Butler, PE
Associate Director, Senior Engineer

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

VII. - E.

Duluth Airport Authority Short Elliott Hendrickson Inc. (SEH) Work Order 2023-5 and Work Order 2023-5 Amendment 1 for Design for the North Business Development Hangar Construction Project at the Duluth International Airport

Terms:

- Estimated start date of July 17, 2024
- Estimated end date of June 30, 2025

Fiscal Impact:

- Work Order 2023-5 - \$229,300.00
- Work Order 2023-5 – Amendment 1 - \$4,700.00
- Total Fee = \$234,000.00

Agreement Overview:

This work order includes the engineer's design report, geotechnical analysis, final design, and bidding document creation for the North Business Development Area Hangar Construction project at Duluth International Airport (DLH). The contract provisions included in the Master Agreement (dated 3-21-2023) between the DAA and SEH remain in effect for this work order.

Background:

This project consists of designing a roughly 7,200 square foot hangar building at the Duluth International Airport. The building will consist of an approximately 2,400 square foot living and alter crew area next to an approximately 4,800 square foot hangar to accommodate emergency medical airlift operational aircraft. The hangar and living space will be insulated, provided with gas heat, water service, fire protection, and sanitary sewer service. The hangar may include a bifold door. The living space will include a mezzanine level to maximize space.

The Authority approved WO 2023-5 in March of 2023. After the board meeting, the FAA required the DAA to request proposals for potential tenants prior to initiating design. The project was put on hold to accomplish the selection process. In the Spring of 2024, FAA granted approval to proceed with the project. Work Order 2023-5 Amendment 1 accounts for additional subconsultant and labor costs to account for the one-year project delay.

Funding:

The design and construction of FAA eligible portions of the project are eligible for 90 percent funding from the FAA Bipartisan Infrastructure Law funding.

This scope of engineering services includes engineer's design report, geotechnical analysis, final design, and bidding document creation, as well as public outreach and project management. Project construction is scheduled to start in the Fall of 2024 pending contractor and material availability.

**WORK ORDER
No. 2023-5 (Amendment #1)
Between**

**The Duluth Airport Authority (DAA) (Owner) and
Short Elliott Hendrickson Inc. (SEH) (Consultant)**

Dated: June 19, 2024

**NORTH BUSINESS DEVELOPMENT AREA HANGAR DESIGN (ENGINEER'S DESIGN REPORT,
FINAL DESIGN, PLANS AND SPECIFICATIONS, BIDDING DOCUMENTS, BIDDING)
DULUTH INTERNATIONAL AIRPORT (DLH) – SCHEDULE MODIFICATIONS**

This amendment work order adjusted design fees for the subconsultants as well as updated project schedule dates. The contract provisions included in the Master Agreement (dated 3-27-23) between the DAA and SEH remain in effect for this work order.

Estimated start date is June 19, 2024; estimated end date is October 17, 2025.

Compensation by the Owner to the Consultant shall be a lump sum amount of \$4,700.00

Descriptions of the services to be provided are included in Attachments A. Detailed estimates of labor cost and expenses are included in Attachments B.

Point of Contact: Shawn McMahon, Principal

APPROVED:

Duluth Airport Authority (DAA)

Short Elliott Hendrickson Inc.



Title: _____

Title: Principal _____

Date: _____

Date: June 19, 2024 _____

Title: _____

Date: _____

ATTACHMENT A

**Duluth International Airport (DLH)
2024 CONSTRUCT NORTH BUSINESS DEVELOPMENT AREA BUILDING
DESIGN**

Scope of Work – Amendment #1

Engineer’s Design Report, Final Design, Plans and Specifications, Bidding Documents

General – The project consists of designing a roughly 7,200 square foot new hangar building at the Duluth International Airport (DLH). The building will consist of an approximately 2,400 square foot living and alert crew area next to an approximately 4,800 square foot hangar to accommodate the Life Link operational aircraft.

Amendment #1 is required to account for the project hold time to allow the DAA to complete an request for qualifications process to acquire a tenant for the future facility. The increase in fee amounts to 1.5% increase of SEH labor hour cost, and modifications to two subconsultant agreements. See fee spreadsheet for pricing breakdown.

Revised project schedule:

June 18, 2024	DAA Board considers Design contract
September 2, 2024	60% Submittal
September 2, 2024	FAA EDR Submittal & Review
September 2, 2024	60% Project Review Meeting with DAA and City of Duluth
October 7, 2024	90% Submittal
October 7, 2024	90% Project Review Meeting with DAA
March 15, 2025	Issued for Bid Submittal (City of Duluth Purchasing Office)
March 16, 2025	Advertise for Bid
April 1, 2025	Bid Opening
April 7, 2025	Contract Award Recommendation
April 21, 2025	Final Grant Request Application Submittal to FAA
May 5, 2025	Construction Notice to Proceed

ATTACHMENT B
2024 North Business Development Area Hangar Design
Duluth International Airport (DLH)

Total Original Labor Costs from Initial Proposal	\$155,302.00
1.5% increase	\$2,329.53
Fee (15%)	\$349.43

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Subconsultant Mech/Elec/Plum - The Design Group (Increase)	1	\$1,200.00	\$1,200.00
Subconsultant Structural - Northland Consulting (Increase)	1	\$880.00	\$880.00
Total Expenses			\$2,080.00

Total (Labor Costs + Fee + Expenses) \$4,758.96

SUMMARY:

Estimated Amendment Total	\$4,700.00
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331 6th Avenue S.W.
Chisholm, MN 55719
PH: 218.262.1959
FX: 218.262-1976

June 12, 2024

Original Fee - \$24,700.00

Proposed Fee - \$25,900

Jessica Vinson, PE (AR, WI)
Airport Engineer
Short Elliott Hendrickson Inc.

Amendment - \$1,200.00

RE: NBDA Hanger – Duluth, MN

Jessica,

The Design Group, Inc. is pleased to submit this proposal for MEP engineering services related to the design of the new NBDA Hanger at the DLH Airport. Our work will be centered on providing Mechanical and Electrical engineered drawings and specifications for this reconstruction. Below are the services you requested from MEP for this project.

Plumbing

- Sanitary, Waste, and Vent Plans including below grade and above grade sanitary piping and plumbing vent piping. This includes SSTS plans.
- Domestic water and gas plans including above grade domestic cold water, hot water, and recirculated hot water as well as propane distribution piping.

HVAC

- Heating with gas supply, Ventilation, and Air Conditioning (HVAC) plans for the building.
- Enlarged scale mechanical room HVAC plans as well as sections and isometrics.

Electrical

- Lighting plans including interior and exterior lighting layouts.
- Power plans showing receptacles, equipment connections, and electrical service and panel locations.
- Power Distribution including One-line Diagram
- Data/Communications systems plans to include Fire Alarm System and Data/Communications and security outlet and rack locations.
- Electrical Site plans with utility transformer and power and communications service conduit provisions.

Other items to include in the proposal

Project Management (Including coordination with SEH)

- (2) Virtual Project Review Meetings
- (6) Virtual Project Meetings with SEH
- City of Duluth Coordination related to MEP

- Plumbing Plan Submittal
- Project Site Visit to evaluate existing site

The Design Group proposes to charge a lump sum fee of Twenty Five Thousand Nine Hundred dollars (\$25,900.00) for the work described above. These fees will cover all costs incurred by the Design Group including telephone calls, postage, etc. Not included in this proposal are plan review fees. Additional services can be provided at an hourly rate or as agreed to prior to beginning the additional work. Thank you for the opportunity to submit this proposal!

ADDITIONAL SERVICES:

Any Additional Services beyond the Basic Services outlined above will be performed only upon your instruction and will be billed at the following hourly rates:

- Sr. Professional Engineer - \$145.00
- Sr. Technical Designer - \$95.00

TERMS AND CONDITIONS:

The Design Group, Inc. (TDG) shall perform the services outlined in this agreement for the stated fee arrangement.

Fee

The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis. The rates shall be those that prevail at the time services are rendered.

Billings/Payments

Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoice shall be considered PAST DUE if not paid within thirty (30) days after the invoice date and TDG may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid ninety (90) days after billing, the Client shall pay cost of collection, including reasonable attorneys' fees.

Access to Site

Unless otherwise stated, TDG will have access to the site for activities necessary for the performance of the services. TDG will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Termination of Services

This agreement may be terminated upon ten (10) days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay TDG for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership Documents

All documents produced by the TDG under this agreement shall remain the property of TDG and may not be used by the Client for any other endeavor without the written consent of TDG.

Dispute Resolution

Any claim or dispute between the Client and TDG shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). The laws of the principal place of business of TDG shall govern this agreement.

Sincerely,

A handwritten signature in blue ink, appearing to read "O. Maki", is written over a light blue rectangular background.

The Design Group, Inc.
Otto W. Maki, Principal

Structural Engineering Fee Proposal

June 11, 2024

Proposal #: SEH - 1-2024

Project Title: NBDA - Hanger

Project Location: Duluth, MN

Company: Short Elliott Hendrickson Inc. (SEH)

Client Contact: Jessica Vinson, PE

Full Address: 418 W Superior Street 3200, Duluth, MN 55802



Structural, Civil and Forensic Engineering

Client Email: jvinson@sehinc.com

Office Phone: 651.490.2000

Direct: 651.765.2971

Project Description

New Construction - New Aircraft Hanger, crew quarters and interior mezzanine - Single Story 7200 SF Pre-engineered steel -aircraft hanger including crew quarters with an additional 2300 SF mezzanine. We assume the building and the mezzanine are pre-engineered by others. The foundation system is assumed to be frost depth ground supported, or shallow ground supported, frost protected concrete footings (per the geotechnical investigation report by Braun Intertec). The floor slab is assumed to be ground supported. NCE will serve as the Structural Engineer of Record for the project. We will be responsible for specification of the design loads for the building superstructure, review of the certified pre-engineered metal building shop drawings and design of the foundation system documents suitable for bidding and construction. It is our understanding that we will also be responsible for estimating loads and framing systems to design the foundation system for bidding, but then revising the foundation system based on final loads and structural layout received from the successful pre-engineered metal building supplier.

Scope of Structural Engineering Services

1. Meetings, Communications with the Architect, MEP and Civil team.
2. Structural Analysis, design and drafting of construction documents for the foundation system based on estimated preliminary Anchor Bolt Layout and reactions
3. CA Phase, limited, Shop Drawing Review, Communications, (1) Site visit is included in the fee proposal for the project Plus services to revise the foundation design used for bidding to coordinate / match the successful pre-engineered metal building supplier loads and layout. Additional site visits can be performed during construction, but would be billed on a per trip basis.


Proposed Fee Calculation Table	Estimated Hours / Hourly Rates			Extended Cost
	Principal	PE	Tech.	
Design Engineering Services	\$190.00	\$150.00	\$85.00	
Schematic Design Phase: Communications, Consulting, red-line schematic framing and foundation systems for coordination, Estimate building reactions, Coordinate and review geotechnical information and review geotechnical investigation results provided by others	4	12	0	\$ 2,560.00
Design Phase: Final Structural Analysis, design and drafting of foundation system, edit specifications of structural sections by Architect.	8	16	40	\$ 7,320.00
	Subtotal			\$ 9,880.00
Construction Engineering Services- Limited -				
Communications during Construction, shop drawing review for structural items, revise for final loads and layout, (1) site visit	8	8	8	\$ 3,400.00
	Subtotal			\$ 3,400.00
	Total Proposed NCE Fee			\$ 13,280.00

Assumptions

1. Compensation for limited services described above will be performed on a Lump-Sum-Fee basis, based on the overall project description and limited scope of services listed above.
2. Site visits during construction will be performed on an as needed / or as requested basis. Visits will not be performed without written authorization from the client. The fee for NCE to visit the site including a field report is proposed to be a lump-sum-fee = \$380.00 per visit.
3. Additional Services may be required. Additional services will be performed only upon written approval by the client and billed on an hourly rate basis in accordance with NCE current rate schedule.
4. It is our understanding that If acceptable, this proposal along with the attached NCE fee schedule will be attached to a standard AIA Contract between SEH and NCE for this project, that NCE can review for the contract for the project. (alternatively, NCE can provide a short-form contract for review)
5. Exclusions: any service not listed in the scope, including on site meetings, Redesign due to lack of timely or accurate information from other disciplines.

Submitted By

Accepted By

 06/11/2024
 Signature Date

 Signature

Jon E. Aamodt P.E.
 Principal Partner
 Northland Consulting Engineers LLP

Printed Name _____
 Title _____
 Representing _____

Basis of Compensation - 2024



Fee Schedule

The compensation of Northland Consulting Engineers for professional services is based upon straight hourly rates as indicated below.

Classification	Hourly Rates
Partner Engineer	\$190.00
Registered Project Engineer (Civil / Structural)	\$150.00
Principal	\$190.00
Expert Witness / Testimony - PE	\$310.00
Engineer	\$140.00
Structural Engineer Technician	\$85.00
Civil / Structural Drafting	\$85.00
Secretary / Clerical	\$60.00

Reimbursable Expenses

Expenses connected with the work such as, but not limited to, travel, vehicle rental, equipment rental, meals, lodging will be charged at cost. Outside consultants, material testing and geotechnical services (if included in our scope) will be charged at cost plus 10 percent. Vehicle

Reproduction expenses will be charged as follows:

Copy or Scan (large format)	\$4.00 / sheet
Copy or Scan (up to 11x17)	\$0.25 / each

Effective 12/1/2023

Original - \$9,000
Amend - \$880
New Total - \$9,880

Duluth Aviation Institute License Agreement

Agreement Overview:

- The Duluth Aviation Institute (DAI) desires to honor and name the Terminal building the “Robert R. Gilruth Terminal” at Sky Harbor Airport.
- DAI is responsible for all costs associated with naming the Terminal and maintaining signage.
- Agreement is not assignable.
- DAA Board of Directors approved resolution in March of 2024 to proceed forward with a license agreement.

**DULUTH AIRPORT AUTHORITY
LICENSE AGREEMENT
DULUTH AVIATION INSTITUTE**

PARTIES TO THIS AGREEMENT ARE the DULUTH AIRPORT AUTHORITY, the governmental authority organized and existing under the Laws of Minnesota, 1969, Chapter 577 (hereafter referred to as "Authority") and the Duluth Aviation Institute (hereinafter referred to as "the Institute").

THE PARTIES ACKNOWLEDGE THE FOLLOWING:

1. The Authority is the operator of the Sky Harbor Airport (hereinafter "Airport"), including its terminal facility (hereinafter "Terminal") located in the City of Duluth, State of Minnesota (hereinafter "the City") and is in the business of promoting and managing aviation activity at the Airport; and
2. The Duluth Aviation Institute desires to honor and name the Terminal building the "Robert R. Gilruth Terminal"
3. Authority desires to provide the Institute with the ability to name and honor Robert R. Gilruth in the Terminal as described in more detail herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the parties agree as follows:

**SECTION 1
DEFINITIONS**

The following terms, as used in this Agreement, shall have the meanings as ascribed to them thereunder.

- A. Airport: shall mean the Sky Harbor Airport in the City of Duluth, County of St. Louis, State of Minnesota, Sky Harbor Airport.
- B. Terminal: Arrivals and departures building at Airport.
- C. Consent or Approval of Authority and of Executive Director: where this Agreement calls for the consent or approval of the Authority, the same shall be in the form of a resolution approved by the Authority as provided by law; where the consent or approval of the Executive Director is required, the same shall be evidenced by a written document dated and signed by him or her or by a person designated by him to sign such document.
- D. Naming Space: shall refer to the commemorative plaque, interior signage, and exterior signage as shown on Exhibit A.

**SECTION 2
NAMING SPACE**

- A. Authority agrees to allow for the dedication of the Terminal.
- B. Taxes, Assessments and License Fees: The Institute shall be liable for the payment of all taxes, assessments, license fees or other charges that may be levied or assessed during the term of this Agreement arising in any manner out of this Agreement, charged by any governmental agency and to provide evidence of the Institute shall fail or neglect to pay any of said taxes, assessments, license fees or other charges when the same become due, the Authority may pay the same, together with any cost or penalty which may be accrued thereon, and collect the entire amount so paid from the Institute, and the Institute hereby agree to pay such entire amount due to the Authority upon demand therefor.

**SECTION 3
REPRESENTATIONS AND WARRANTIES**

- A. The institute represents and warrants to the Authority that;
- a. The Institute owns or validly possesses the right to make, use, perform, sell and display the naming of Intellectual Property at the Airport or to promote its presence at the Airport;
 - b. The Institute has full power and authority to execute and deliver this Agreement and to perform all of its obligations hereunder;
 - c. This Agreement has been duly authorized and approved by all necessary and proper corporate action on the part of the Institute and is the valid, legally binding and enforceable obligation of the Institute in accordance with its terms; and
 - d. The execution, delivery and performance of this Agreement by the Institute does not conflict with, violate or constitute a default under any of the terms, conditions or provisions of any contract or other instrument to which the Institute is a party or by which the Institute is or may be bound.

**SECTION 4
INSTALLATION FEE AND RELATED CONSIDERATION**

In consideration for the rights and benefits granted to the Institute pursuant to this Agreement, the Institute shall be responsible for all acquisition, installation, and maintenance fees associated with the Naming Space for as long as the commemorative plaque, interior signage, and exterior signage are attached to the building. In the event the Institute dissolves and no longer exists, the Authority shall have no requirement to maintain the commemorative plaque, interior signage, and exterior signage.

**SECTION 5
INDEMNIFICATION**

The Institute agrees for itself, to defend, indemnify, and hold harmless Authority, the City and their respective officers, agents, servants and employees from and against any and all losses, claims, actions, demands, liabilities, judgments, penalties, injunctive relief, injury to person(s) or the Airport, costs, damages and expenses by reason of any actual or alleged act or omission of the Institute or their employees, agents, or invitees in connection with or relating to

- A. The Institute's use of the Airport pursuant to this Agreement, or
- B. The Institute's infringement of any intellectual property, including without limitation copyright, patent, or the unauthorized use of a registered trademark or service mark or other violations of the property or proprietary rights, or the rights of privacy or publicity of any third party arising from, related to or in connection with this Agreement. Upon ten (10) days' written notice the Institute will appear and defend all claims and lawsuits against Authority and/or the City growing out of any such injuries or damages. Neither the Authority nor the City waives their respective immunities under state or federal law.

**SECTION 6
RESTRICTIONS ON ASSIGNMENT AND SUBLEASING SPACE**

The Institute cannot sell, assign, transfer, or convey this Agreement, or assign, or share, the approved Naming Space, or any part thereof. Any attempted sale, sharing, subletting, assignment, transfer, conveyance of this Agreement or any portion of the Naming Space in violation of this section shall constitute a breach of this Agreement. Any change, including the

moving of the approved naming collateral shall constitute a breach of this Agreement and be grounds for termination.

SECTION 7 TERMINATION

The Authority shall have the right to terminate this Agreement upon breach by the Institute of any of its representations, warranties, covenants or obligations under this Agreement, which breach has not been cured within ten (10) business days after receipt of notice specifying such breach. In the event of a termination by the Authority pursuant to this section, The Institute shall forfeit all fees paid under this Agreement. In addition, Authority shall have the right to pursue all other rights and remedies at law or in equity.

SECTION 8 NO THIRD-PARTY RIGHTS

This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and no other person shall acquire or have any rights created hereunder.

SECTION 9 APPLICABLE LAW

This Agreement, together with all of its articles, terms and provision, is made in the State of Minnesota and shall be construed and interpreted according to the laws of the State of Minnesota. The appropriate venue and jurisdiction for litigation hereunder shall be in a court located in St. Louis County, Minnesota. However, litigation in the federal courts involving the parties shall be in the appropriate federal court within the State of Minnesota. The parties to this Agreement waive any objections to the jurisdiction of these courts, whether based on convenience or otherwise.

SECTION 10 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior written and oral agreements and negotiations between the parties relating to the subject matter hereto. No waiver consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement. The Institute, by the signature below of its authorized representative, hereby acknowledges that the Institute has read this Agreement, understands it and agrees to be bound by its terms and conditions.

SECTION 11 COUNTERPARTS

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

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date shown below.

DATED: _____

DULUTH AIRPORT AUTHORITY

DULUTH AVIATION INSTITUTE

By: _____
President

By: _____

By: _____
Secretary

Printed Name

Title: _____

Exhibit A

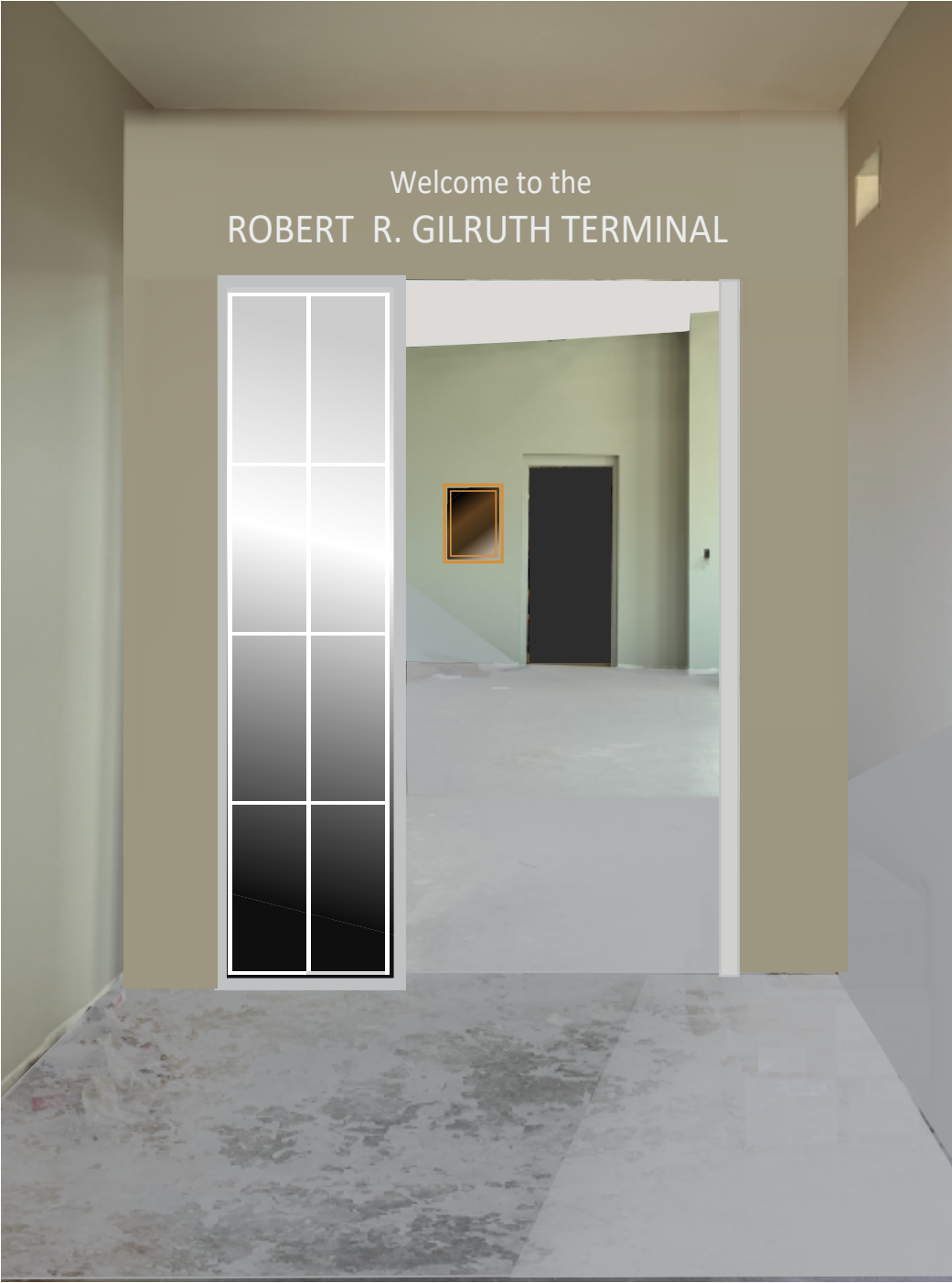






Entryway Sign
Letter Size 4"-4.5" High

Welcome to the
ROBERT R. GILRUTH TERMINAL



Plaque Location



1913 - 2000

ROBERT R. GILRUTH

Father of Human Space Flight

Robert R. Gilruth grew up on Duluth's hillside, went to school at Central High School, continued his education at Denfeld Junior College and received his Master of Science degree in Aeronautical Engineering from the University of Minnesota. In 1937, he went to work for NACA now NASA as a public servant.

In 1961, President John F. Kennedy announced America would put a man on the moon before the end of the decade.

Gilruth, leader of the Space Task Group, became NASA's first director of the Manned Spacecraft Center later renamed the Johnson Space Center.

He led our nation's effort to land man on the moon with the Mercury, Gemini, Apollo, and Space Shuttle programs.

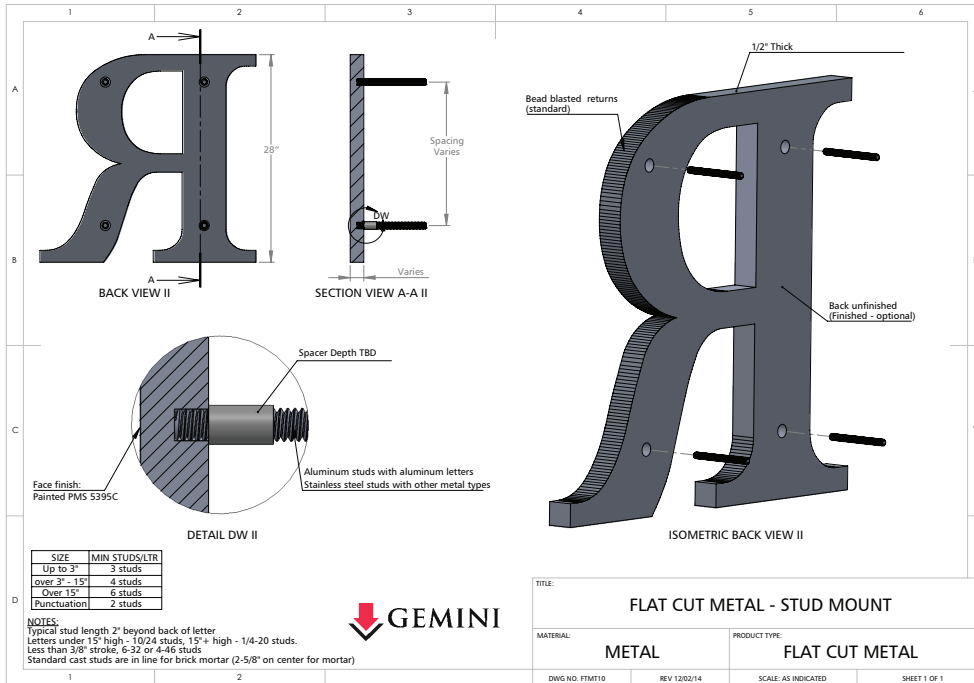
His leadership skill and aeronautical engineering mind placed the astronauts on the moon and brought them safely back to earth.



15'-1"

9" ROBERT R. GILRUTH TERMINAL

- Gemini Flat Cut Aluminum Letters
- Font Shown: Helvetica Medium
- Thickness: 1/2"
- Mount: Stud Mount with Stand-offs
- Finish: Painted PMS 5935c (Midnight Blue)



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TITLE _____

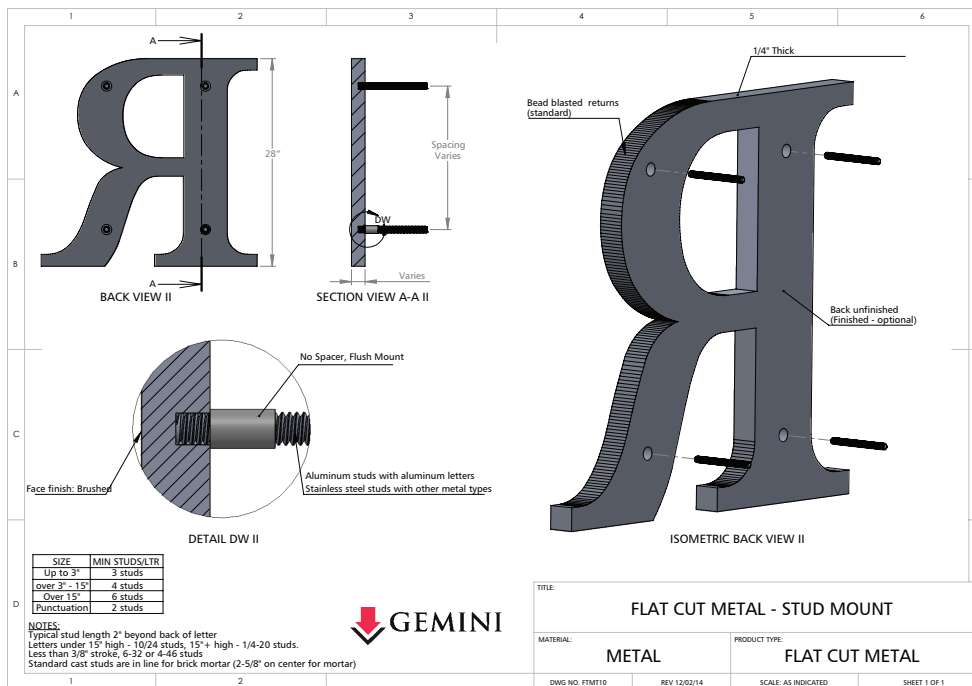
DATE _____

DRAWING
#3C REVISED
 06-07-24

Sky Harbor Airport - Duluth, MN
Interior Flat Cut Aluminum Letters



- Gemini Flat Cut Aluminum Letters
- Font Shown: Helvetica Medium
- Thickness: 1/4"
- Mount: Stud Mount - Flush to Wall
- Finish: Brushed



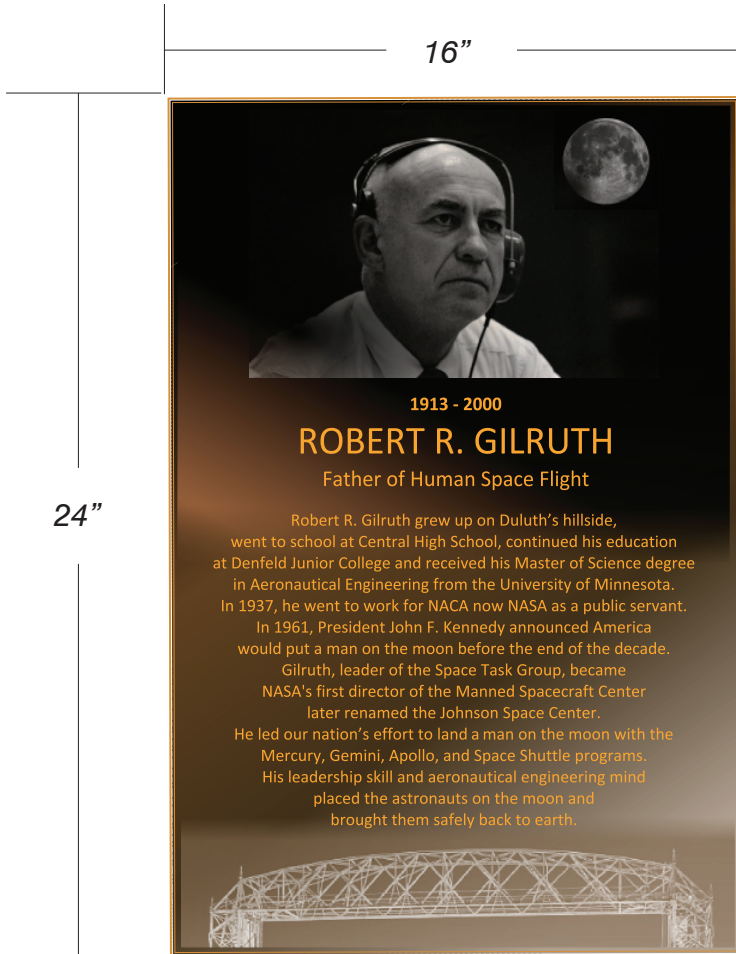
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Page 7 of 8			

Sky Harbor Airport - Duluth, MN

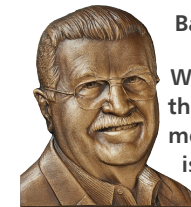
Interior Cast Bronze Plaque



*Gemini Cast Bronze Plaque with Images and Raised Copy

Relief Image Options:

Bronze PhotoRelief



Bas Relief

We start with a quality photograph that the artist uses to create a clay model. An image of this clay model is sent via email for comments or approval. This clay is used to create the cast bronze or aluminum bas relief and mechanically attached to the plaque background.

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APPROVED
BY _____

TITLE _____

DATE _____

DRAWING
#1b REVISED
06-07-24

VII. - G.

**Duluth Airport Authority
DAA Board Packet Budget vs. Actual Summary
From Jan 2024 to May 2024**

UNAUDITED								
Financial Row	Prior Year Actual (Jan 2023 - May 2023)	Current Year Actual (Jan 2024 - May 2024)	Budget Amount (Jan 2024 - May 2024)	% of Budget	Variance from Prior Year	Variance From Budget	Total Budget (Jan 2024 - Adjust 2024)	
Ordinary Income/Expense								
Income								
Non-Aeronautical Revenue	1,405,030	1,400,383	1,293,489	108.26%	(4,647)	106,894	3,270,423	
Non-Passenger Aeronautical Revenue	707,162	719,953	695,977	103.44%	12,792	23,976	1,699,641	
Passenger Airline Aeronautical Revenue	562,685	672,629	682,752	98.52%	109,944	(10,123)	1,626,676	
Total - Income	2,674,877	2,792,966	2,672,218	104.52%	118,089	120,747	6,596,739	
Gross Profit	2,674,877	2,792,966	2,672,218	104.52%	118,089	120,747	6,596,739	
Expense								
Miscellaneous Expenses	41,251	147,579	45,106	327.18%	106,328	102,473	96,690	
Personnel Compensation & Benefits	1,091,979	1,078,271	1,180,495	91.34%	(13,709)	(102,224)	3,015,668	
Services and Charges	973,093	1,066,771	1,060,074	100.63%	93,678	6,697	2,433,958	
Supplies	368,126	320,746	377,277	85.02%	(47,380)	(56,532)	767,463	
Total - Expense	2,474,450	2,613,367	2,662,952	98.14%	138,917	(49,585)	6,313,779	
Net Ordinary Income	200,427	179,599	9,266	1,938.20%	(20,828)	170,332	282,959	
Other Income and Expenses								
Other Income								
Capital Contributions	2,400,321	0	0	0.00%	(2,400,321)	0	0	
Non-Operating Revenue	385,202	320,121	327,515	97.74%	(65,082)	(7,394)	648,529	
Total - Other Income	2,785,523	320,121	327,515	97.74%	(2,465,403)	(7,394)	648,529	
Other Expense								
Non-Operating Expense	59,152	50,489	58,822	85.83%	(8,662)	(8,333)	141,174	
Total - Other Expense	59,152	50,489	58,822	85.83%	(8,662)	(8,333)	141,174	
Net Other Income	2,726,372	269,631	268,693	100.35%	(2,456,740)	939	507,355	
Net Income Exclusive of Project Expenses, Depreciation & Amortization	2,926,799	449,230	277,959	161.62%	(2,477,569)	171,271	790,315	
Projects/Grants	(1,645,895)	2,909,812	8,237,692	35.32%	4,555,707	(5,327,880)	19,770,462	
Depreciation & Amortization	(4,742,503)	0	(4,476,521)	0.00%	4,742,503	4,476,521	(10,743,651)	
Net Income	(3,461,599)	3,359,042	4,039,130	83.16%	6,820,641	(680,088)	9,817,126	

- **Overall:** At the time this report was generated for the above period, the DAA is at an overall favorable variance budget vs actual of \$171K.
- **Operating Revenue:** Non-Aeronautical Revenue is \$106k over budget overall. Concessions revenues are \$1k under budget, parking revenues are \$58k over budget and customer facility charges are \$44k over budget. Non-passenger aeronautical revenue is 23k over budget due to increased rent, aviation gas sales, and concessions. Passenger Airline Aeronautical revenue is 10k under budget due to less landing fees than predicted. Operating Revenues are 120k over budget overall.
- **Operating Expenses:** Miscellaneous Expenses are \$102k over budget, mostly due to the North Business Development Area Buyout. Personnel Compensation and Benefits are \$102k under budget. Supplies are \$56k under budget. Services and charges are \$6k over budget. Operating expenses are \$49k under budget overall.
- **Non-Operating Revenue:** Non-operating revenue is under budget by \$8k. Interest income of is over budget by over \$3.5k and PFCs under budget by \$3.8k due to delays in receipt.
- **Non-Operating Expenses:** Non-Operating Expenses is under budget by 6k due to reduced interest expense as the line of credit was not been utilized in 2024.
- **Report Disclaimer:** The results of this report are expected to change slightly with delayed revenue and expense postings.
- **OPERATING POLICY #28 MINIMUM CASH BALANCE REPORTING BASED ON 2023 AUDITED FINANCIALS AS OF 7/9/2024:**
 - Minimum Cash Balance Goal: \$2,602,942
 - Current Balance: \$3,788,147 (does not include grants receivable)
 - Days Cash on Hand: 160 days currently vs 180 day benchmark (20 days UNDER goal)
 - Construction grants receivable are very high. Construction payments were made in early July and receipts have not yet been recorded.

Duluth Airport Authority
III. Consolidated Statement
From Jan 2024 to May 2024

Financial Row	Amount
Ordinary Income/Expense	
Income	
Non-Aeronautical Revenue	
Advertising Income	\$8,728.00
Concession Revenue	
ATM	\$168.00
Car Rental Concession	\$188,190.20
Food & Beverage Concession	\$37,460.22
Lottery Concessions	\$622.49
Per Departure Fee	\$1,210.00
Per Passenger Fee	\$13,340.00
Services/Other	\$358.39
TNC Per Trip Fee	\$4,842.00
Vending	\$2,562.76
Total - Concession Revenue	\$248,754.06
Customer Facility Charges	\$125,360.00
Miscellaneous Revenues	\$54,805.73
Parking	\$779,839.67
Permits	\$4,959.82
Reimbursed Expenses	\$50,093.13
Rent	\$103,747.96
Sponsorship Income	\$26,000.00
Total - Non-Aeronautical Revenue	\$1,402,288.37
Non-Passenger Aeronautical Revenue	
Aviation Gas	\$15,547.47
Concession Revenue	\$67,997.25
Event Income	\$38,179.00
Landing Fees	\$15,793.68
Ramp Fees	\$8,475.00
Rent	\$536,856.78
Security Reimbursement	\$36,274.26
Tie Downs	\$830.00
Total - Non-Passenger Aeronautical Revenue	\$719,953.44
Passenger Airline Aeronautical Revenue	
Landing Fees	\$131,752.21
Per Use Fee	\$2,123.43
Terminal Office/Space Rental	\$538,753.56
Total - Passenger Airline Aeronautical Revenue	\$672,629.20
Total - Income	\$2,794,871.01
Gross Profit	\$2,794,871.01
Expense	
Miscellaneous Expenses	\$147,579.12
Personnel Compensation & Benefits	
Benefit Administration Fees	\$81.60
Employer Contributions for Retirement	\$73,203.13
Employer Paid Insurance	\$142,056.21
Retiree Benefits	\$57,887.46
Wages & Salaries	\$794,006.53
Worker's Compensation	\$11,035.85
Total - Personnel Compensation & Benefits	\$1,078,270.78
Services and Charges	
Central Services Fee	\$32,485.00
Communications & Technology	\$126,639.45
Employee Development Services	\$32,768.94
Employee Physicals	\$1,615.00
Insurance	\$59,219.40

Financial Row	Amount
Marketing	\$103,900.02
Professional Services	\$188,687.03
Rentals	\$10,972.35
Repairs and Maintenance - Contractual/Services	\$198,299.05
Sponsorship Expenses	\$4,000.00
Transportation	\$1,625.74
Utility Services	
Electric	\$191,227.60
Natural Gas	\$36,401.83
Propane	\$2,168.65
Refuse Disposal	\$13,598.78
Storm Water	\$55,082.73
Water	\$8,079.79
Total - Utility Services	\$306,559.38
Total - Services and Charges	\$1,066,771.36
Supplies	
Merchandise for Resale	\$16,761.02
Office Supplies	\$43,557.96
Operating Supplies	\$68,347.15
Repairs & Maintenance Supplies	\$192,079.48
Total - Supplies	\$320,745.61
Total - Expense	\$2,613,366.87
Net Ordinary Income	\$181,504.14
Other Income and Expenses	
Other Income	
Capital Contributions	
Grants	\$2,909,812.01
Total - Capital Contributions	\$2,909,812.01
Non-Operating Revenue	
Interest Income	\$106,233.09
Passenger Facility Charges	\$213,887.49
Total - Non-Operating Revenue	\$320,120.58
Total - Other Income	\$3,229,932.59
Other Expense	
Non-Operating Expense	
Interest Expense	\$50,489.10
Total - Non-Operating Expense	\$50,489.10
Total - Other Expense	\$50,489.10
Net Other Income	\$3,179,443.49
Net Income	\$3,360,947.63

Duluth Airport Authority
Balance Sheet
End of May 2024

Financial Row	Amount
ASSETS	
Current Assets	
Bank	
Lottery Account	\$5,747.60
Petty Cash	\$128.01
Pooled Cash - City Balance	\$3,918,152.67
Total Bank	\$3,924,028.28
Accounts Receivable	
Accounts Receivable - Restricted PFC	\$92,532.41
Accounts Receivable Billed	\$725,259.11
Accrued Receivable	\$21,520.30
Grants Receivable	\$3,563,310.22
ST Lease Receivable	\$29,630.33
Total Accounts Receivable	\$4,432,252.37
Other Current Asset	
Inventory Assets	\$23,984.80
Prepaid Items	\$91,313.14
Undeposited Funds	\$21,803.87
Total Other Current Asset	\$137,101.81
Total Current Assets	\$8,493,382.46
Fixed Assets	\$130,298,261.99
Other Assets	\$6,002,850.88
Total ASSETS	\$144,794,495.33
Liabilities & Equity	
Current Liabilities	
Accounts Payable	
Accounts Payable	\$173,254.20
Contracts Payable	\$1,925,712.67
Credit Cards Payable	\$64.65
Lottery Payable	\$5,122.78
Total Accounts Payable	\$2,104,154.30
Credit Card	\$3,847.36
Other Current Liability	
Accrued Interest	
City Loans	\$50,489.10
Total - Accrued Interest	\$50,489.10
Accrued Sales Taxes Payable - All	\$12,373.00
Accrued Vacation	\$122,778.26
Deferred Inflows - Lease Asset	\$2,155,143.79
Deferred Inflows - OPEB Liabilities	\$435,328.00
Deferred Inflows - Pension	\$402,277.00
Loans Payable to City of Duluth	\$955,000.00
Unearned Revenue - Current	\$113,862.67
Unearned Revenue - Non Current	\$10,932.40
Total Other Current Liability	\$4,258,184.22
Total Current Liabilities	\$6,366,185.88
Long Term Liabilities	\$7,519,527.02
Equity	
Contributed Equity	\$16,621,668.70
Retained Earnings	\$110,926,166.10
Net Income	\$3,360,947.63
Total Equity	\$130,908,782.43
Total Liabilities & Equity	\$144,794,495.33

VII. - H.

**Duluth Airport Authority
Duluth A/R Aging Report
As of July 9, 2024**

Customer	60 Days	90 Days	>90 Days	Total
	Open Balance	Open Balance	Open Balance	Open Balance
Aeronautical Radio, Inc.	\$0.00	\$0.00	\$0.00	\$172.46
Avis Rent A Car	\$0.00	\$0.00	\$0.00	\$2,900.90
Azbell, Austin	\$0.00	\$0.00	\$153.00	\$306.00
Bellamy Bill	\$0.00	\$0.00	\$86.30	\$475.04
Bemidji Aviation	\$0.00	\$0.00	\$0.00	\$1,299.06
BKR Investments DBA Duluth Pack	\$0.00	\$250.00	\$0.00	\$250.00
Budget Rent A Car	\$0.00	\$0.00	\$0.00	\$1,982.75
Case, Ronald Jr.	\$0.00	\$0.00	\$0.00	\$51.00
Chad's Pad, LLC	\$0.00	\$0.00	\$0.00	\$502.90
Churchill, Sean	\$0.00	\$0.00	\$0.00	\$129.28
Cirrus Design Corporation	\$0.00	\$0.00	\$0.00	\$25,459.28
City of Duluth	\$0.00	\$0.00	\$0.00	\$1,770.34
Clobes, Nathan	\$0.00	\$0.00	\$0.00	\$153.00
Cohen, Marc	\$0.00	\$0.00	\$0.00	\$51.00
Delta Airlines	\$115.00	\$0.00	\$0.00	\$50,975.26
DeSutter, Peter	\$0.00	\$0.00	\$0.00	\$51.00
Divine Carriers	\$147.60	\$147.60	\$995.20	\$1,438.00
Dudley Bruce	\$0.00	\$0.00	\$90.00	\$90.00
Duluth Hangar, LLC	\$0.00	\$0.00	\$0.00	\$899.04
Dunker, Christopher L	\$0.00	\$0.00	\$9,028.20	\$9,028.20
Ellefson, Nicholas	\$0.00	\$0.00	\$0.00	\$745.00
Enterprise Leasing Company	(\$23,890.73)	\$0.00	\$0.00	\$19,189.24
Federal Aviation Administration	\$13,026.00	\$12,901.00	\$0.00	\$38,888.00
Galchus, Kurt	\$254.28	\$0.00	\$0.00	\$633.56
General Services Administration	\$0.00	\$0.00	\$0.00	\$5,538.04
Goritchan Boris	\$0.00	\$0.00	\$2,004.00	\$2,004.00
Griffith Evans	\$0.00	\$0.00	\$0.00	\$90.00
GSSC	\$0.00	\$0.00	\$0.00	\$525.00
Hagberg, Rick	\$0.00	\$0.00	\$0.00	\$254.28
Hall John	\$0.00	\$0.00	\$0.00	\$312.67
Harris, Melissa	\$0.00	\$0.00	\$0.00	\$153.00
Hatfield, Dan	\$0.00	\$0.00	\$0.00	\$154.28
Hermantown Hydraulics	\$0.00	\$0.00	\$1,526.68	\$1,526.68
Hillman Colin	\$0.00	\$0.00	\$0.00	\$275.00
Hughes, Timothy	\$0.00	\$0.00	\$0.00	\$153.00
Hunstad, Nicholas	\$0.00	\$0.00	\$0.00	\$114.83
HydroSolutions Of Duluth, Inc.	\$3,466.75	\$0.00	\$0.00	\$6,933.50
Johnson, Lance	\$0.00	\$0.00	\$0.00	(\$180.00)
Johnson, Richard	\$0.00	\$0.00	\$0.00	\$583.30
Johnston, Paul	\$0.00	\$0.00	\$0.00	\$254.28
K & D Auctions	(\$39.20)	(\$1,968.62)	(\$249.00)	(\$2,256.82)
Kern & Kompany	\$0.00	\$0.00	\$0.00	\$630.00
KGM Contractors, Inc.	\$0.00	\$0.00	\$0.00	\$10,150.00
Kleen-Tech Services, LLC	\$729.97	\$0.00	\$0.00	\$1,459.94
Kraus-Anderson Construction Company	\$875.00	\$0.00	\$0.00	\$875.00
Lake Superior College	\$0.00	\$0.00	\$0.00	\$34,468.27
Lake Superior Helicopters	\$0.00	\$0.00	\$0.00	\$10,030.60
Larsen, Shane	\$0.00	\$0.00	\$0.00	(\$180.00)

MediaUSA Advertising Inc	\$0.00	\$0.00	\$0.00	(\$403.50)
Minnesota Air National Guard	\$5,690.06	\$4,770.90	\$0.00	\$1,266,757.71
Minnesota Department of Transportation	\$25,866.52	\$878,057.93	\$1,684,895.62	\$2,588,820.07
Minnesota Power	\$0.00	\$0.00	\$0.00	\$466.46
Miscellaneous	\$0.00	\$0.00	\$0.00	\$2,450.00
Monaco Air Duluth	\$0.00	\$0.00	\$0.00	\$4,671.52
Mountain Air Cargo	\$0.00	\$0.00	\$0.00	\$1,695.00
Northland Constructors, Inc.	\$0.00	\$0.00	\$0.00	\$181.50
Oakwells CR, LLC	\$0.00	\$0.00	\$0.00	\$120.00
Opack Matthew Jr.	\$0.00	\$0.00	\$0.00	\$249.15
Parthe, Lance	\$329.02	\$0.00	\$0.00	\$658.04
Payne, Robert	\$0.00	\$0.00	\$0.00	\$329.02
Pfaltzgraff, George	\$0.00	\$0.00	\$0.00	\$810.00
Plucinak, Joseph	\$0.00	(\$125.00)	\$0.00	(\$2,235.00)
Premium Air, LLC	\$489.18	\$57.60	\$0.00	\$546.78
Rasier, LLC	\$768.00	\$0.00	\$0.00	\$768.00
Rogers, Alexander	(\$125.00)	\$0.00	\$0.00	\$129.28
RS&H	\$0.00	\$0.00	\$0.00	\$2,761.77
Safstrom Jon	\$0.00	\$0.00	\$0.00	\$153.00
SEH	\$0.00	\$0.00	\$0.00	(\$1,585.56)
Stevens, Mike	\$0.00	\$0.00	\$0.00	\$254.28
Sun Country, Inc. dba Sun Country Airlines	\$0.00	\$0.00	\$120.00	\$577.95
Sydow Dan	\$0.00	\$0.00	\$329.01	\$658.03
The Landline Company	\$2,926.19	\$0.00	\$0.00	\$5,880.38
Tom Sullivan	\$0.00	\$0.00	\$0.00	\$275.00
Twin Ports Dermatology	\$0.00	\$0.00	\$0.00	\$10,000.00
unifi	\$0.00	\$0.00	\$4,147.00	\$4,377.00
United Airlines	\$0.00	\$1,758.39	\$0.00	\$57,169.88
United Parcel Service	\$0.00	\$0.00	\$0.00	\$65.00
Valentine, Ian	\$0.00	\$0.00	\$0.00	\$51.00
Williams, Ron	\$0.00	\$0.00	\$0.00	\$254.28
Winter, Detrich	\$0.00	\$0.00	\$0.00	\$745.00
Total	\$30,628.64	\$895,849.80	\$1,703,126.01	\$4,178,960.20

VII. - I.
Year to Date Airline Statistics

Month	DELTA					UNITED					SUN COUNTRY				
	2024 Enplanements		2024 Deplanements		Total	2024 Enplanements		2024 Deplanements		Total	2024 Enplanements		2024 Deplanements		Total
	Revenue	Non Rev	Revenue	Non Rev		Revenue	Non Rev	Revenue	Non Rev		Revenue	Non Rev	Revenue	Non Rev	
JAN	5,411	119	4,885	151	10,566	2,540	46	2,309	44	4,939	-	-	-	-	-
FEB	4,823	150	5,916	155	11,044	2,654	56	2,641	46	5,397	1,434	1	1,117	1	2,553
MAR	5,206	165	5,145	158	10,674	3,252	89	3,374	83	6,798	1,563	3	1,465	2	3,033
APR	5,260	211	5,125	214	10,810	4,013	103	4,232	102	8,450	947	-	1,184	1	2,132
MAY	5,493	165	5,959	171	11,788	3,969	145	4,418	125	8,657	177	4	177	4	362
JUN	6,907	167	7,040	178	14,292	3,915	128	4,047	109	8,199	-	-	-	-	-
JUL	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
AUG	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SEP	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
OCT	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
NOV	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DEC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	33,100	977	34,070	1,027	69,174	20,343	567	21,021	509	42,440	4,121	8	3,943	8	8,080

Month	CHARTERS					2024 Total Passenger Data Including Charters							2023 - 2024 Difference		
	2024 Enplanements		2024 Deplanements		Total	2024 Enplanements			2024 Deplanements			Total Passenger	Enplanements	Deplanements	Total Passengers
	Revenue	Non Rev	Revenue	Non Rev		Rev	Non Rev	Total	Rev	Non Rev	Total				
JAN	182	-	180	-	362	8,133	165	8,298	7,374	195	7,569	15,867	(466)	(1,364)	(1,830)
FEB	-	-	-	-	-	8,911	207	9,118	9,674	202	9,876	18,994	(408)	(323)	(731)
MAR	181	-	217	-	398	10,202	257	10,459	10,201	243	10,444	20,903	(3,337)	1,896	(1,441)
APR	181	-	180	-	361	10,401	314	10,715	10,721	317	11,038	21,753	(79)	(17)	(96)
MAY	-	-	-	-	-	9,639	314	9,953	10,554	300	10,854	20,807	(712)	(458)	(1,170)
JUN	-	-	-	-	-	10,822	295	11,117	11,087	287	11,374	22,491	1,389	1,691	3,080
JUL	-	-	-	-	-	-	-	-	-	-	-	-	(12,075)	(12,229)	(24,304)
AUG	-	-	-	-	-	-	-	-	-	-	-	-	(13,744)	(13,216)	(26,960)
SEP	-	-	-	-	-	-	-	-	-	-	-	-	(11,126)	(10,493)	(21,619)
OCT	-	-	-	-	-	-	-	-	-	-	-	-	(10,283)	(9,640)	(19,923)
NOV	-	-	-	-	-	-	-	-	-	-	-	-	(9,058)	(8,811)	(17,869)
DEC	-	-	-	-	-	-	-	-	-	-	-	-	(8,306)	(8,412)	(16,718)
Total	544	-	541	-	1,121	58,108	1,552	59,660	59,611	1,544	61,155	120,815	(68,205)	(61,376)	(129,581)

2024 Landline Passengers

Arrivals

Departures

	Arrivals				Departures				2023 Grand		
	Revenue	Non-Rev	Seats (AU)	Total	Revenue	Non-Rev	Seats (AU)	Total	Grand Total	Total	Inc /Dec
January	446	13	1,104	459	732	17	1,104	749	1,208	2,206	(998)
February	614	13	1,150	627	703	16	1,150	719	1,346	2,064	(718)
March	638	13	1,242	651	693	20	1,242	713	1,364	2,266	(902)
April	613	11	1,058	624	685	6	1,058	691	1,315	2,328	(1,013)
May	659	16	1,012	675	522	16	1,012	1,550	2,225	1,601	624
June	601	13	1,196	614	519	7	1,196	1,722	2,336	1,558	778
July				-				-	-	1,879	-
August				-				-	-	1,697	-
September				-				-	-	902	-
October				-				-	-	1,083	-
November				-				-	-	1,190	-
December				-				-	-	1,616	-
	3,571	79	6,762	3,650	3,854	82	6,762	6,144	9,794	20,390	(2,229)