November 8, 2024

Mr. Jason R. Anderson, PE
Director of Public Works/City Engineer
City of Marshall
344 West Main Street
Marshall, MN 56258

Re: Proposal for Professional Architectural and Engineering Services
Runway 12 Instrument Landing System – Construction Phase
Southwest Minnesota Regional Airport (MML)

Dear Mr. Anderson:

Pursuant to our Professional Services Agreement dated March 10, 2020, TKDA is hereby authorized to proceed with the Professional Architectural and Engineering Services in connection with Construction Phase of the **Runway 12 Instrument Landing System Project** at **the Southwest Minnesota Regional Airport (MML)** hereinafter called the Project. Hereinafter, **City of Marshall** is referred to as the OWNER.

I. PROJECT DESCRIPTION

The Minnesota Department of Transportation Office of Aeronautics (MnDOT Aeronautics) is planning to replace the Instrument Landing System (ILS) on Runway 12. The project includes the following:

- Install new Runway 12 Glide Slope (GS) System
- Install new Runway 12 Localizer (LOC) System
- Install new Runway 12 GS Shelter
- Install new Runway 12 LOC Shelter
- Relocate existing Runway 30 MALSF Shelter
- Relocate electrical transformer
- Improve Runway Safety Area surface grading

The Project will be funded through State (MnDOT Aeronautics) and Local funding sources. This Project was previously designed, and construction documents and specifications were issued for bidding on November 14, 2024.

Professional Services to be provided by TKDA for this phase of the Project include the following major items of work:

- Part C - Construction Phase Services
- Part D - Closeout Phase Services

Part A and Part B services for Project Formulation, Design and Bidding were provided under a separate Authorization.

II. SERVICES TO BE PROVIDED BY TKDA

Based on TKDA's understanding of the Project, we propose to provide the following Civil, Electrical, and Structural Engineering services:

C. PART C – CONTSTRUCTION PHASE SERVICES (4 Months)

During construction, our team will be an active resource for the OWNER to ensure the Instrument Landing System is constructed as designed. This begins at the pre-construction meeting, to establish a clear communication path with the Contractor and Subcontractors to ensure they are aware of contract requirements and project expectations. During the day-to-day of construction phase, we will review and approve submittals, perform survey verification, conduct material testing, coordinate with the OWNER and

Contractor, answer Requests for Information (RFI), perform periodic construction observation, and provide inspection reports. We will review Contractor requests for payment and provide final punch-list inspection and close-out documentation.

1. Assist the OWNER in the execution of Construction Contract Documents.
2. Conduct the Preconstruction Conference (one trip by the Project Manager).
3. Consult with and advise the OWNER during construction and act as the OWNER'S representative as provided in the Contract Documents. (Construction consultation will be provided by the Civil Engineer, Electrical Engineer, and Mechanical Engineer for up to 14 weeks of construction)
4. Interpret plans and specifications during construction. Assume 0.5 hours per week for up to 14 weeks of construction.
5. Review and respond to Contractor Requests for Information (RFI). (Estimate based on response of up to 2 RFIs at 4 hours required per response.)
6. Review required submittals, shop drawings and product data to determine compliance with the design requirements. (Estimate based on response of up to 10 submittals at 2 hours per response.)
7. Prepare and provide Proposal Requests (PR) and Change Orders (CO) to Contractor for changes to the contract documents that may be necessary. (Estimate based on 2 change orders at 4 hours each).
8. Conduct weekly construction progress meetings (Meetings to be attended by Civil Engineer. Estimate based on 14 weeks of construction with half the meetings on site and half virtual).
9. Make site visits (up to 6 trips by the Civil Engineer, 1 trip by the Structural Engineer, and 1 trips by the Electrical Engineer) to the construction site to observe the progress and quality of the executed work of the contractor and determine, in general, if such work is proceeding in accordance with the Contract Documents.
10. Perform Construction Verification Surveys (up to 2 trips by the surveyor) to ensure compliance with Plans.
11. Coordinate with contracted Construction Testing Company to schedule and complete material testing and special inspections in accordance with technical specifications.
12. Review payrolls of prime contractor, all subcontractors, and advise contractor of deficiencies. (Estimate based on 14 weeks of payrolls.)
13. Review requests for partial payments and prepare applications for payments (Estimate based on preparation of up to 4 monthly payments.)
14. Provide administrative assistance relative to state airport funding and submittal of credit applications to MnDOT Aeronautics.
15. Final Inspection (1 trip by Civil Engineer and Electrical Engineer).

D. PART D – CLOSEOUT PHASE SERVICES

1. Conduct As-Built Survey (1 trip by Surveyor).
2. Prepare the Project record drawings and submit to OWNER.

III. ADDITIONAL SERVICES

If authorized in writing by the OWNER, we will furnish or obtain from others Additional Services of the types listed below which are not considered as basic services under this Proposal. Additional Services shall be billable on an Hourly Time and Materials basis and such billings shall be over and above any maximum amounts set forth in this Proposal.

A. Registered land or right-of-way surveys, legal descriptions, or related services

B. Preparation of DBE Program (beyond Contract-specific goals)

C. Environmental Assessments other than CATEX.

D. Professional Land Surveyor Services, other than those listed in SECTION II.

E. Additional Site visits to Marshall, other than those required for services listed in SECTION II.

IV. OWNER RESPONSIBILITIES

These responsibilities shall be as set forth in Article 9 of the Professional Services Agreement and as further described or clarified hereinbelow:

A. Designate one individual to act as a representative with respect to the work to be performed, and such person shall have complete authority to transmit instructions, receive information, interpret and define policies, and make decisions with respect to critical elements pertinent to the Project. This individual shall be identified in the signature block area of this Proposal.

B. Provide TKDA with access to the site as required to perform services listed in SECTION II.

C. Provide reviews of materials furnished by TKDA in a reasonable and prompt manner so the Project schedule can be maintained.

V. PERIOD OF SERVICE

We would expect to start our services promptly upon receipt of your written acceptance of this Proposal and will complete SECTION II Services in conjunction with the construction schedule. For purposes of this Proposal, we assume Construction Phases Services will be completed by September 1, 2025.

VI. COMPENSATION

Compensation to TKDA for services provided as described in SECTION II of this Proposal shall be on an Hourly Time basis in an amount not to exceed **$62,600**, as summarized below. Our detailed Project Fee Estimate is attached.

SECTION II.C: Construction Phase	$58,700.00
SECTION II.D: Closeout Phase	$3,900.00
Total Not to Exceed Amount	**$62,600.00**

Rates will be those in effect at time of service. Payment shall be made in accordance with Article 4 of our Agreement.

The level of effort required to accomplish SECTION II services can be affected by factors which are beyond our control. Therefore, if it appears at any time charges for services rendered under SECTION II will exceed the above, we agree we will not perform services or incur costs which will result in billings in excess of such amount until we have been advised by you additional funds are available and our work can proceed.

VII. CONTRACTUAL INTENT

We thank you for the opportunity to submit this Proposal. We agree this letter and attachments will constitute an authorization under our Professional Services Agreement upon signature by an authorized official of the City of Marshall and the return of a signed original to us. This Proposal will be open for acceptance for ***60*** days, unless the provisions herein are changed by us in writing prior to that time. Please feel free to contact Dan Sherer directly at 651.219.2224 or daniel.sherer@tkda.com if you have any questions.

Sincerely,

Daniel A. Sherer, PE
Project Manager

John W. Ahern, PE
Vice President–Aviation

Attachments: Project Fee Estimate
AET Proposal

ACCEPTED FOR CITY OF MARSHALL

By: _____
Signature Printed Name/Title Date

OWNER DESIGNATED REPRESENTATIVE:

_____
Name/Title Phone Email

DAS:JWA:dad

Project Fee Estimate

Client:	City of Marshall	Date:	11/8/2024
Project:	Runway 12 Instrument Landing System	By:	DAS

Task	Task Description	Estimated Person Hours Required						Total Hours	Total Dollars
		Project Manager	Civil Engineer	Electrical Engineer	Structural Engineer	Surveyor	Admin		
	Billing Rate/Hr x Multiplier	$ 226	$ 138	$ 245	$ 236	$ 95	$ 109		
C	CONSTRUCTION PHASE								
1	Assist with Contract Documents	2						2	$ 452
2	Conduct Pre-Construction Conference	8						8	$ 1,808
3	Construction Consultation (14 weeks)		7	7	7			21	$ 4,333
4	Plan and Spec Interpretation (14 weeks)		7	7	7			21	$ 4,333
5	RFI Administration (2 RFIs)	2	2	2	2			8	$ 1,690
6	Contractor Submittal Reviews (10 submittals)		10	5	5			20	$ 3,785
7	Proposal Requests / Change Orders (2 assumed)		4	4				8	$ 1,532
8	Weekly Progress Meetings (14 weeks)		56					56	$ 7,728
9	Construction Observation (8 site visits)		60	10	10			80	$ 13,090
10	Construction Verification Surveys					20		20	$ 1,900
11	Coordinate Material Testing & Special Inspections		2					2	$ 276
12	Contractor Payroll Reviews						14	14	$ 1,526
13	Contractor Partial Payments		4					4	$ 552
14	Funding Administration Assistance	2						2	$ 452
15	Final Inspection		10	10				20	$ 3,830
	SUBTOTAL HOURS	14	162	45	31	20	14	286	
	SUBTOTAL COST	$ 3,164	$ 22,356	$ 11,025	$ 7,316	$ 1,900	$ 1,526		$ 47,287
Expenses:									
	Travel & Subsistence (TS)								$ 6,050
	Miscellaneous (MI)								$ -
	Reproduction & Reprographics (RR)								$ 200
	Subconsultant - Construction Testing (American Engineering Testing)								$ 4,695
	Subconsultant Mark-up							**10%**	$ 470
	Subtotal Expenses								$ 11,415
Subtotal									**$ 58,702**
ROUNDED									**$ 58,700**
D	CLOSEOUT PHASE								
1	As-Built Survey					12		12	$ 1,140
2	Record Drawings	2	e	4	4			10	$ 2,376
	SUBTOTAL HOURS	2	-	4	4	12	-	22	
	SUBTOTAL COST	$ 452	$ -	$ 980	$ 944	$ 1,140	$ -		$ 3,516
Expenses:									
	Travel & Subsistence (TS)								$ 400
	Miscellaneous (MI)								$ -
	Reproduction & Reprographics (RR)								$ -
	Subconsultant								$ -
	Subconsultant Mark-up							**10%**	$ -
	Subtotal Expenses								$ 400
Subtotal									**$ 3,916**
ROUNDED									**$ 3,900**
TOTAL									**$ 62,618**
TOTAL (ROUNDED)									**$ 62,600**

Mr. Daniel Sherer, PE, ENV SP
TKDA
444 Cedar Street, Suite 1500
Saint Paul, MN 55101

RE: Proposal for Construction Testing Services
Marshall Airport Instrument Landing System
Marshall, Minnesota
AET #P-0038573

Dear Mr. Sherer:

Thank you for the opportunity to respond to your request for a proposal to perform engineering observations and testing services on the project referenced. American Engineering Testing, Inc., (AET) is pleased to provide this letter which presents our anticipated scope of services, our unit rates, and an estimated total cost to perform these services.

Geotechnical Information
A geotechnical exploration program and analysis was performed for this project by AET. The results were presented in our Report of Geotechnical Exploration and Review, dated July 2, 2024, (AET #P-0030474). It was recommended in the report that the proposed building be supported by spread footings foundations. Reference should be made to the report and letter for more detailed information and recommendations.

Project Information
We understand the proposed construction will be a new runway instrument landing system at the Southwest Minnesota Regional Airport in Marshall, Minnesota.

Scope of Services
Based on discussions with you, and our review of the available plans and specifications, our anticipated scope of services is outlined below.

Excavation Observations and Testing
During excavation of the area, a Geotechnical Engineer or Engineering Assistant from our firm will make periodic visits to the site to perform the following services:

- Observe the soils exposed in the bottoms of the excavations.
- Perform shallow hand auger borings and hand cone penetrometer probes in the excavations.
- Evaluate the suitability of the soils to support structural loads and pavements.
- Document the elevations at the bottoms of the excavations.
- Document that adequate oversizing of the excavations is provided to support lateral loads from the footings.

During placement of fill in the excavations, an Engineering Technician will visit the site on an intermittent basis to test the fill. The Engineering Technician will perform the following services:

- Compaction tests to evaluate the fill density using the sand cone or the nuclear density method.
- Standard Proctor tests for every different type of fill used.
- Sieve analysis tests of sand fill and Class 5 aggregate base.

A final report will be issued presenting the results of our excavation observations. Periodic reports will also be issued presenting the results of our soil compaction testing.

This document shall not be reproduced, except in full, without written approval from American Engineering Testing, Inc.

Reinforcing Steel Observations

Personnel from AET will observe the reinforcing steel placed in cast-in-place concrete structural elements for the building on a periodic basis, when requested by the Contractor. These observations will be performed by an Engineering Technician II. Our services will include the following:

- Review the most recent plans and specifications available at the jobsite.
- Observe that the correct number, size, alignment, and spacing of the bars is provided.
- Observe that the reinforcing steel bars are provided with proper cover from the formwork, ground surface, and future concrete elements.
- Observe that the bars are free of dirt, rust, scale, ice, or other deleterious materials that will reduce adhesion to the concrete.

Any discrepancies or deficiencies that are observed will be brought to the attention of the Contractor and/or their subcontractor.

Daily field reports of our observations will be available to the Contractor. The results of our observations will be provided in a formal report at the completion of our services.

AET does not perform surveying services, therefore, our observations of the reinforcing steel and PT tendons will be based on the positioning of the formwork by the Contractor. We will not be responsible for the exact locations of the formwork or the structural bolts or embedded items.

Concrete Testing

Personnel from AET will perform testing of concrete on an intermittent basis, when requested by the Contractor. These services will be performed by ACI certified Engineering Technicians. On site visits when reinforcing steel is observed, we plan to have the same Engineering Technician also perform testing of the concrete. Our services will include the following:

- Document that the correct mix is delivered to the site by reviewing the delivery slips.
- Test the slump of the concrete.
- Test the air content of the concrete.
- Measure the temperature of the concrete.
- Compare the test results to the requirements of the project specifications.

Any discrepancies from the project specifications will be brought to the attention of the Contractor and/or their subcontractor. Daily field reports of our observations and testing will be available to the Contractor. The results of our observations will be provided in formal reports that are issued periodically.

During placement of the concrete, our Engineering Technicians will also cast test cylinders for compressive strength testing. Project specifications require that one set of cylinders be cast for every 50 cubic yards of each type of concrete placed each day. Each set will consist of three cylinders; one of which will be tested after 7 days and one which will be tested after 28 days. The third cylinder will be held in reserve for future testing, if required. AET will also pick up the cylinders from the site and return them to our laboratory for testing. The results of our compressive strength testing will be presented as they become available.

Estimated Fees

Our services will be provided on a unit cost basis according to the unit rates provided in the attached Fee Schedule tabulation. Our monthly invoices will be determined by multiplying the number of personnel hours or tests by their respective unit rates. We have also estimated a total cost which we anticipate will be required to complete the previously described observations and testing services, are based on our past

experience with similar projects. Our estimated total cost will be $4,695.00. We refer you to the attached Fee Schedule tabulation for an itemization of how we arrived at this estimated cost.

We caution that this is only an estimated cost. Often, variations in the overall cost of the services occur due to reasons beyond our control, such as weather delays, changes in the contractor's schedule, unforeseen conditions or retesting of services. These variations will affect the actual invoice totals, either increasing or decreasing our total costs for the project from those estimated in this proposal. If more time or tests are required, additional fees may be needed to complete the project testing services. If less time or tests are needed, a cost savings will be realized. We will not, however, exceed the estimated total cost for the project without first obtaining your authorization.

Terms and Conditions
All AET Services are provided subject to the Terms and Conditions set forth in the enclosed Master Service Agreement, which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint venturers and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.

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

General Remarks
If you have any questions regarding this proposal, or if we can be of further assistance, please call me at (507) 532-0771.

Sincerely,

Tom James
Manager – Marshall
Phone: (507) 532-0771
Fax: (651) 659-1379
tjames@teamAET.com
Attachments:
Fee Schedule Tabulation
Master Service Agreement

ACCEPTANCE AND AUTHORIZATION: AET Proposal No. P-0038573

SIGNATURE:_____

PRINTED NAME:_____

COMPANY:_____

ADDRESS: _____

PHONE NUMBER AND EMAIL:_____

DATE:_____

INVOICING INFORMATION (Provide Company AP Department Information, if present.)

AP CONTACT NAME:_____

BILLING/MAILING ADDRESS:_____

AP PHONE NUMBER AND INVOICE EMAIL:_____

P.O. NO./ PROJECT NO.: _____

PROJECT TESTING SERVICES FEE SCHEDULE
MARSHALL AIRPORT INSTRUMENT LANDING SYSTEM
N/I
MARSHALL, MINNESOTA
AET PROPOSAL No. P-0038573

AMERICAN ENGINEERING TESTING

SERVICE DESCRIPTION	PROJECT BUDGET ESTIMATED UNITS		UNIT RATE	BUDGET AMOUNT
Excavation Observations & Compaction Testing				
Excavation Observations				
Compaction Testing				
Excavation Observations - Engineering Assistant for observations of excavations, consultation and reporting.	2	Hour	$145.00	$290.00
Soil Density Testing - Technician II for soil compaction testing and reporting.	8	Hour	$105.00	$840.00
Section Subtotal:				**$1,130.00**
Reinforcing Steel Observations & Concrete Testing				
Concrete Testing				
Reinforcing Steel Observations & Concrete Testing - Technician II for observations of reinforcing steel and testing of concretw.	15	Hour	$105.00	$1,575.00
ASTM C39 Concrete Compressive Strength - Curing, handling and testing of 4" x 8" concrete test cylinders (includes handling of non-tested cylinders).	24	Test	$37.00	$888.00
Section Subtotal:				**$2,463.00**
Laboratory Work				
ASTM D698 Standard Proctor	2	Test	$184.00	$368.00
ASTM C136 Sieve Analysis of Aggregate (Coarse and Fine)	2	Test	$137.00	$274.00
Section Subtotal:				**$642.00**
Project Management & Coordination				
Project Management - Engineering Assistant for coordination of AET personnel and activities, attending meetings (if requested), consultation and report preparation.	2	Hour	$145.00	$290.00
Project Administrator for report preparation, review, invoicing.	2	Hour	$85.00	$170.00
Section Subtotal:				**$460.00**
ESTIMATED SALES BUDGET				**$4,695.00**