

RESOLUTION

**AUTHORIZATION TO EXECUTE
MINNESOTA DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT FOR AIRPORT IMPROVEMENT
EXCLUDING LAND ACQUISITION**

It is resolved by the City of Marshall as follows:

1. That the state of Minnesota Agreement No. 1031865,

"Grant Agreement for Airport Improvement Excluding Land Acquisition," for
State Project No. A4201-99 at the Southwest Minnesota Regional Airport is
accepted.

2. That the Mayor and Clerk are
(Title) (Title)

authorized to execute this Agreement and any amendments on behalf of the
City of Marshall.

CERTIFICATION

STATE OF MINNESOTA

COUNTY OF Lyon

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the

City of Marshall

(Name of the Recipient)

at an authorized meeting held on the 28 day of August, 2018

as shown by the minutes of the meeting in my possession.

Signature: _____

(Clerk or Equivalent)

CORPORATE SEAL

/OR/

NOTARY PUBLIC

My Commission Expires: _____

GRANT AGREEMENT FOR AIRPORT IMPROVEMENT EXCLUDING LAND ACQUISITION

This Agreement is by and between the State of Minnesota acting through its Commissioner of Transportation ("State"), and the City of Marshall ("Recipient").

WHEREAS, the Recipient desires the financial assistance of the State for an airport improvement project ("Project") as described in Article 2 below; and

WHEREAS, the State is authorized by Minnesota Statutes Sections 360.015 (subdivisions 13 & 14) and 360.305 to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, or maintenance of airports and other air navigation facilities; and

WHEREAS, the Recipient has provided the State with the plans, specifications, and a detailed description of the airport improvement Project.

NOW, THEREFORE, it is agreed as follows:

1. This Agreement is effective upon execution by the Recipient and the State, and will remain in effect until December 31, 2021.
2. The following table provides a description of the Project and shows a cost participation breakdown for each item of work:

| <u>Item Description</u> | <u>Federal Share</u> | <u>State Share</u> | <u>Local Share</u> |
|------------------------------|----------------------|--------------------|--------------------|
| Pavement Crack Fill and Seal | 0% | 70% | 30% |

3. The Project costs will not exceed \$ 40,000.00. The proportionate shares of the Project costs are: Federal: Committed \$ 0.00, Multi-Year Amount: \$ 0.00; State: \$ 28,000.00, and Recipient: \$ 12,000.00. This project is not estimated to be completed this fiscal year and the federal multiyear amount is an estimate only. These additional funds are not committed by the state and are only available after being made so by the U.S. government. Federal funds for the Project will be received and disbursed by the State. In the event federal reimbursement becomes available or is increased for this Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No funds are committed under this Agreement until they are encumbered by the State. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that the Recipient has complied with all terms of this Agreement, and furnished all necessary records.
4. The Recipient will designate a registered engineer (the "Project Engineer") to oversee the Project work. If, with the State's approval, the Recipient elects not to have such services performed by a registered engineer, then the Recipient will designate another responsible person to oversee such work, and any references herein to the "Project Engineer" will apply to such responsible person.
5. The Recipient will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference. Any changes in the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Recipient, the Project Engineer, and the contractor. Change orders must be submitted to the State. Subject to the availability of funds the State may prepare an amendment to this Agreement to reimburse the Recipient for the allowable costs of qualifying change orders.
6. The Recipient will make payments to its contractor on a work-progress basis. The Recipient will submit requests for reimbursement of certified costs to the State on state-approved forms. The State will reimburse the Recipient for the state and federal shares of the approved Project costs.
 - a. At regular intervals, the Recipient or the Project Engineer will prepare a partial estimate in accordance with the terms of the contract, special provisions, and standard specifications for the Project(s). Partial estimates must be completed no later than one month after the work covered by the estimate is completed. The Project Engineer and the contractor must certify that each partial estimate is true and correct, and that the costs have not been included on a previous estimate.

- b. Following certification of the partial estimate, the Recipient will make partial payments to the contractor in accordance with the terms of the contract, special provisions, and standard specifications for the Project(s).
 - c. Following certification of the partial estimate, the Recipient may request reimbursement from the State for costs eligible for federal and state participation. A copy of the partial estimate must be included with the Recipient's request for payment. Reimbursement requests and partial estimates should not be submitted if they cover a period in which there was no progress on the Project.
 - d. Upon completion of the Project(s), the Recipient will prepare a final estimate in accordance with the terms of the contract, special provisions, and standard specifications for the Project(s). The final estimate must be certified by the Recipient, Project Engineer and the contractor.
 - e. Following certification of the final estimate, the Recipient will make final payment to the contractor in accordance with the terms of the contract, special provisions, and standard specifications for the Project(s).
 - f. Following certification of the final estimate, the Recipient may request reimbursement from the State for costs eligible for federal and state participation. A request for final payment must be submitted to the State along with those project records required by the State.
7. For a Project which involves the purchase of equipment, the Recipient will be reimbursed by the State in one lump sum after the Recipient: (1) has acquired both possession and unencumbered title to the equipment; and (2) has presented proof of payment to the State, and (3) a certificate that the equipment is not defective and is in good working order. The Recipient will keep such equipment, properly stored, in good repair, and will not use the equipment for any purpose other than airport operations.
8. If the Project involves force-account work or project donations, the Recipient must obtain the written approval of the State and Federal Aviation Administration (FAA). Force-account work performed or project donations received without written approval by the State will not be reimbursed under this Agreement. Force-account work must be done in accordance with the schedule of prices and terms established by the Recipient and approved by the State.
9. Pursuant to Minnesota Statutes Section 360.305, subdivision 4 (g) (1), the Recipient will operate its airport as a licensed, municipally-owned public airport at all times of the year for a period of 20 years from the date the Recipient receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. The Recipient will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property, which is purchased or improved with State aid funds without prior written approval from the State. If the State approves such transfer or change in use, the Recipient must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or termination of this Agreement.
10. This Agreement may be terminated by the Recipient or State at any time, with or without cause, upon ninety (90) days written notice to the other party. Such termination will not remove any unfulfilled financial obligations of the Recipient as set forth in this Agreement. In the event of such a termination, the Recipient will be entitled to reimbursement for eligible expenses incurred for work satisfactorily performed on the Project up to the date of termination. The State may immediately terminate this Agreement if it does not receive sufficient funding from the Minnesota Legislature or other funding source, or such funding is not provided at a level sufficient to allow for the continuation of the work covered by this Agreement. In the event of such termination, the Recipient will be reimbursed for work satisfactorily performed up to the effective date of such termination to the extent that funds are available. In the event of any complete or partial state government shutdown due to a failure to have a budget approved at the required time, the State may suspend this Agreement, upon notice to the Recipient, until such government shutdown ends, and the Recipient assumes the risk of non-payment for work performed during such shutdown.
11. Pursuant to Minnesota Rules 8800.2500, the Recipient certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Recipient has the legal authority to engage in the Project as proposed.
12. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the Recipient will maintain such records and provide such information, at the request of the State, so as to permit the Department of Transportation, the Legislative Auditor, or the State Auditor to examine those books, records, and accounting procedures and practices of the Recipient relevant to this Agreement for a minimum of six years after the expiration of this Agreement.

13. The Recipient will save, defend, and hold the State harmless from any claims, liabilities, or damages including, but not limited to, its costs and attorneys' fees arising out of the Project which is the subject of this Agreement.
14. The Recipient will not utilize any state or federal financial assistance received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Recipient from utilizing these funds to pay any party who might be disqualified or debarred after the Recipient's contract award on this Project.
15. All contracts for materials, supplies, or construction performed under this Agreement will comply with the equal employment opportunity requirements of Minnesota Statutes Section 181.59.
16. The amount of this Agreement is limited to the dollar amounts as defined in Article 3 above. Any cost incurred above the amount obligated by the State is done without any guarantee that these costs will be reimbursed in any way. A change to this Agreement will be effective only if it is reduced to writing and is executed by the same parties who executed this Agreement, or their successors in office.
17. For projects that include consultant services, the Recipient and its consultant will conduct the services in accordance with the work plan indicated in the Recipient's contract for consultant services, which shall be on file with the State's Office of Aeronautics. The work plan is incorporated into this Agreement by reference. The Recipient will confer on a regular basis with the State to coordinate the design and development of the services.
18. The parties must comply with the Minnesota Government Data Practices Act, as it relates to all data provided to or by a party pursuant to this Agreement.
19. Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
20. For projects including federal funding, the Recipient must comply with applicable regulations, including, but not limited to, Title 14 Code of Federal Regulations, subchapter I, part 151; and Minnesota Rules Chapter 8800. The Catalog of Federal Domestic Assistance (CFDA) number for the federal Airport Improvement Program is 20.106.
21. For all projects, the Recipient must comply, and require its contractors and consultants to comply, with all federal and state laws, rules, and regulations applicable to the work. The Recipient must advertise, let, and award any contracts for the project in accordance with applicable laws. The State may withhold payment for services performed in violation of applicable laws.
22. Under this Agreement, the State is only responsible for receiving and disbursing federal and state funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Recipient, however, the Recipient will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Recipient's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

By: Jennifer Hoffman
Digitally signed by Jennifer Hoffman
Date: 2018.09.06 14:22:44 -05'00'

Date: 8/16/2018

SWIFT Purchase Order: 3000432542

Recipient

Recipient certifies that the appropriate person(s) have executed the Agreement on behalf of the Recipient as required by applicable resolutions, charter provisions or ordinances.

By: 

Title: Mayor

Date: 8-28-18

By: 

Title: Clerk

Date: 8-28-18

Commissioner, Minnesota Department of Transportation

By: Cassandra Isackson
Digitally signed by Cassandra Isackson
Date: 2018.09.04 15:40:09 -05'00'
Director, Office of Aeronautics

Date: _____

**Office of Financial Management-Grant Unit
Agency Grant Supervisor**

By: _____

Date: _____

**Mn/DOT Contract Management
as to form & execution**

By: _____

Date: _____

Encumber Funds Routing Slip

Expiration Date: 12/31/2021

FAA: N/A

Agreement Number: 1031865

Vendor Number: 0000197695

Supplier Contract ID: 146271

Municipality: MARSHALL

Project: Pavement Crack Fill and Seal

Encumber FAA: \$0.00

FY: 2019

Purchase Order Number: _____

Encumber State: \$28,000.00

FY: 2019

Purchase Order Number: 3-432542

Encumber Mun: \$12,000.00

Route as Follows:

Check as Received

Date _____

To Municipality

Shari LeBlanc

Kathy Vesely

Janet Dirtzu DB

Shari LeBlanc

Regional Engineer

Cassandra Isackson

Janet Dirtzu

Jennifer Hornstien

Contract Management

Janet Dirtzu

Jenny Bahneman

Regional Engineer

Aeronautics Mail Stop: 410

Giguere 7245

8/16/18

| | | |
|---------------------------------------------|-------------------|----------|
| STATE OF MINNESOTA ENCUMBRANCE WORKSHEET | MnDOT Agreement # | 1031865 |
| | Federal Project # | N/A |
| | State Project # | A4201-99 |

| AGREEMENT TYPE (Check appropriately) | State Accounting Information | AMENDMENT INFORMATION | |
|-----------------------------------------|------------------------------|------------------------------|-----------|
| Annual Plan Agreement (APK) | Swift Contract (SC) ID #: | Amendment No | Yes or No |
| Work Order Agreement (MWK) | 146271 | If Yes: | |
| ■ T-Number: | Purchase Order (PO) ID #: | Amend Expiration Date | |
| ■ SC #: | | Change Total Contract Amount | |
| Interagency (LAK) | Encumbered by: | Amendment Amount | |
| Partnership | | | |
| Receivable | Date: | | |
| Payable | | | |
| X Other Current Type GRK | | | |

| | | | |
|------------------------------------|-------------|------------------------------------------------|----------------------|
| Agency | Fiscal Year | Vendor ID: 0000197695 | Vendor location: 001 |
| TRANSPORTATION | 2019 | Vendor Name: MARSHALL | |
| Total Contract Amount: \$28,000.00 | | Amount of Contract for Current FY: \$28,000.00 | |
| | | | |

| Accounting Line 1: STATE FUNDS | | Accounting Line 2: FEDERAL FUNDS | | Accounting Line 3: M & O FUNDS | |
|-----------------------------------------------------------------|-------------|-----------------------------------------------------------------|----------|-----------------------------------------------------------------|----------|
| Fund Code: | 2720 | Fund Code: | 3000 | Fund Code: | 2720 |
| Fin. Dept.: | T7934130 | Fin. Dept.: | T7934100 | Fin. Dept.: | T7934100 |
| Approp ID: | T790036 | Approp ID: | T790117 | Approp ID: | T790036 |
| Category: | 84101501 | Category: | 84101501 | Category: | 84101501 |
| Account Code: City 441351 County 441301 Special 441501 | 441351 | Account Code: City 441351 County 441301 Special 441501 | 441351 | Account Code: City 441351 County 441301 Special 441501 | |
| Project: | T0A21100 | Project: | | Project: | T0A21100 |
| Source Type: | 4009 | Source Type: | 4010 | Source Type: | 4012 |
| Amount to Encumber: | \$28,000.00 | Amount to Encumber: | \$0.00 | Amount to Encumber: | |

| | | |
|---------------------------------------|---------------------------|--------------------------------------|
| Agreement Start Date (Upon execution) | Agreement Expiration Date | Encumbrance Requester (Please Print) |
| | 12/31/2021 | Shari LeBlanc |
| | | Phone number |
| | | 651-234-7205 |

| | | |
|---------------------------------------------|-------------------|----------|
| STATE OF MINNESOTA ENCUMBRANCE WORKSHEET | MnDOT Agreement # | 1031865 |
| | Federal Project # | N/A |
| | State Project # | A4201-99 |

| AGREEMENT TYPE (Check appropriately) | State Accounting Information | AMENDMENT INFORMATION | |
|------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|------------------------------|-----------|
| <input type="checkbox"/> Annual Plan Agreement (APK) | Swift Contract (SC) ID #: | Amendment No | Yes or No |
| <input type="checkbox"/> Work Order Agreement (MWK) | 146271 | If Yes: | |
| <input type="checkbox"/> T-Number: | Purchase Order (PO) ID #: | Amend Expiration Date | |
| <input type="checkbox"/> SC #: | 3000432542 | Change Total Contract Amount | |
| <input type="checkbox"/> Interagency (LAK) | Encumbered by: | Amendment Amount | |
| <input type="checkbox"/> Partnership | Jennifer Hoffman <small>Digitally signed by Jennifer Hoffman Date: 2018.08.16 12:04:12 -05'00'</small> | | |
| <input type="checkbox"/> Receivable | Date: | | |
| <input type="checkbox"/> Payable | 8/16/2018 | | |
| <input checked="" type="checkbox"/> Other Current Type GRK | | | |

| | | | |
|------------------------------------|-------------|------------------------------------------------|----------------------|
| Agency | Fiscal Year | Vendor ID: 0000197695 | Vendor location: 001 |
| TRANSPORTATION | 2019 | Vendor Name: MARSHALL | |
| Total Contract Amount: \$28,000.00 | | Amount of Contract for Current FY: \$28,000.00 | |

| Accounting Line 1: STATE FUNDS | | Accounting Line 2: FEDERAL FUNDS | | Accounting Line 3: M & O FUNDS | |
|-----------------------------------------------------------------|-------------|-----------------------------------------------------------------|----------|-----------------------------------------------------------------|----------|
| Fund Code: | 2720 | Fund Code: | 3000 | Fund Code: | 2720 |
| Fin. Dept.: | T7934130 | Fin. Dept.: | T7934100 | Fin. Dept.: | T7934100 |
| Approp ID: | T790036 | Approp ID: | T790117 | Approp ID: | T790036 |
| Category: | 84101501 | Category: | 84101501 | Category: | 84101501 |
| Account Code: City 441351 County 441301 Special 441501 | 441351 | Account Code: City 441351 County 441301 Special 441501 | 441351 | Account Code: City 441351 County 441301 Special 441501 | |
| Project: | T0A21100 | Project: | | Project: | T0A21100 |
| Source Type: | 4009 | Source Type: | 4010 | Source Type: | 4012 |
| Amount to Encumber: | \$28,000.00 | Amount to Encumber: | \$0.00 | Amount to Encumber: | |

| | | |
|---------------------------------------|---------------------------|--------------------------------------|
| Agreement Start Date (Upon execution) | Agreement Expiration Date | Encumbrance Requester (Please Print) |
| | 12/31/2021 | Shari LeBlanc |
| | | Phone number |
| | | 651-234-7205 |

From: [Giguere, John \(DOT\)](#)
To: [Glenn Olson](#)
Cc: [Conklin, Brian \(DOT\)](#); [Giguere, John \(DOT\)](#); [Boerner, Daniel \(DOT\)](#)
Subject: RE: Apron - Bituminous Crack Filling
Date: Wednesday, August 15, 2018 8:32:32 AM
Attachments: [image001.png](#)

Glen,

Thank you for the quick response.

This grant maximum is \$ 40,000.00 and any type of overrun would have to be addressed as an amendment to this grant; therefore, would be a risk to the sponsor because there may not be funds available for the state participate, resulting in any of those overruns cost in becoming the sole responsibility of the sponsor.

Additionally, to reinforce what Brian stated in an earlier email our new policy will not allow State Airport Funds money to be used for any work to be completed prior to a State Grant Contract being fully executed. So if you want this funding to be eligible for reimbursement, do not authorize any of this work to begin until this Grant Contract is fully executed; which, you will receive an email notification from our automated system as to when this action has been completed.

I should be able to get you the grant and resolution for this work prior to noon today so you can have them for your next meet meeting on the 21st.

If you have any additional questions regarding this topic, please contact either Brian or me and we would be happy to assist you.

Thanks,

John Giguere



Engineering Specialist – Airport Development
Office of Aeronautics
222 East Plato Boulevard; Mail Stop 410
St. Paul, MN 55107
651-234-7245
john.giguere@state.mn.us

From: Glenn Olson [mailto:Glenn.Olson@ci.marshall.mn.us]
Sent: Wednesday, August 15, 2018 8:04 AM
To: Giguere, John (DOT) <john.giguere@state.mn.us>

Subject: RE: Apron - Bituminous Crack Filling

John,

You have everything correct.

When the estimated cost was \$40,000, is there any extra available over that amount or is that a maximum?

We bid it at a maximum but could use any additional that may be available.

Thanks,

Glenn

From: Giguere, John (DOT) <john.giguere@state.mn.us>

Sent: Wednesday, August 15, 2018 8:01 AM

To: Glenn Olson <Glenn.Olson@ci.marshall.mn.us>

Cc: Lona Rae Konold <LonaRae.Konold@ci.marshall.mn.us>; Conklin, Brian (DOT) <brian.conklin@state.mn.us>; Giguere, John (DOT) <john.giguere@state.mn.us>

Subject: RE: Apron - Bituminous Crack Filling

CITY OF MARSHALL SECURITY NOTICE: This email originated from an external sender. Exercise caution before clicking on any links or attachments and consider whether you know the sender. For more information please contact IT support.

Glen,

Yes...I can prepare this Grant and resolution; however, I just want to ensure I have the details correct since Brian was your main contact up to this point.

This grant is for a total amount of \$ 40,000.00 with a state share of \$ 28,000.00 and a local share of \$ 12,000.00 using the 70/30 cost split for state FY19.

Thanks,

John Giguere



Engineering Specialist – Airport Development

Office of Aeronautics

651-234-7245

john.giguere@state.mn.us

From: Glenn Olson [<mailto:Glenn.Olson@ci.marshall.mn.us>]

Sent: Tuesday, August 14, 2018 4:22 PM

To: Giguere, John (DOT) <john.giguere@state.mn.us>

Cc: Lona Rae Konold <LonaRae.Konold@ci.marshall.mn.us>

Subject: FW: Apron - Bituminous Crack Filling

John,

I see Brian is out of the office until the 20th.

Would you be able to put together the State Grant Contract (Agreement) so we could have it by the 21st?

Thank you,
Glenn

From: Glenn Olson

Sent: Tuesday, August 14, 2018 4:07 PM

To: Conklin, Brian (DOT) <brian.conklin@state.mn.us>

Cc: Giguere, John (DOT) <john.giguere@state.mn.us>; John N. Peterson <john.peterson@tkda.com>; Dean Coudron <Dean.Coudron@ci.marshall.mn.us>; Lona Rae Konold <LonaRae.Konold@ci.marshall.mn.us>

Subject: RE: Apron - Bituminous Crack Filling

Brian,

This is a grant request letter for Apron Bituminous Crack Filling project for the Southwest Minnesota Regional Airport (MML) in Marshall.

Attached are copies of the bid tabulation and bids.

The project will include all work up to \$40,000 in crack improvements.

Please prepare a State Grant Contract for the City Council to approve prior to authorization of work. Our next City Council meeting is August 28, and we would like the document to place on the agenda by August 21, if possible.

Thank you,
Glenn

From: Conklin, Brian (DOT) <brian.conklin@state.mn.us>

Sent: Tuesday, June 26, 2018 2:51 PM

To: Glenn Olson <Glenn.Olson@ci.marshall.mn.us>

Cc: Giguere, John (DOT) <john.giguere@state.mn.us>; John N. Peterson <john.peterson@tkda.com>

Subject: Apron - Bituminous Crack Filling

Good Afternoon Glenn,

The Minnesota Department of Transportation Aeronautics Office has evaluated projects submitted by the 135 publicly owned airports, requesting state funding during state fiscal year 2019. I am pleased to inform you that the **Apron Bituminous Crack Filling** project, for an estimated total cost \$40,000.00 as identified in your 2019 capital improvement program (CIP), has been selected to receive a state airport improvement grant under the following conditions:

- New policy will not allow State Airport Funds money to be used for any work completed

prior to a State Grant Contract being fully executed. So if you want funding to be eligible for reimbursement, do not authorize work to begin until a Grant Contract is executed.

- These funds have been identified for the project described and cannot be transferred to another project on your airport.
- The funds are available only during state fiscal year 2019 (July 1st 2018 to June 30th 2019). If you decide NOT to enter into an agreement during this time period, you must resubmit the project in a future CIP request, where it will compete with all other airport projects for funding.
- A written grant request letter, along with pertinent information (quotes, bid tabulations, copy of consultant agreement, etc.), must be submitted to me between October 15, 2018.

Please notify me in writing by June 30th 2018, whether or not you wish to pursue this project. If you wish

to pursue this project, let me know by what date we can expect a grant request letter from you.

If you would like to learn more about our Airport Grant Process, see this eLearning module at:

<http://www.dot.state.mn.us/onlinelearning/aeronautics/grant/>.

Respectfully,

Brian Conklin

South Region Airport Specialist

MnDOT – Office of Aeronautics

(651)234-7247

brian.conklin@state.mn.us

BID TABULATION

CRACK FILLING OF RUNWAYS, TAXIWAYS AND APRON AREAS SOUTHWEST MINNESOTA REGIONAL AIRPORT MARSHALL, MINNESOTA

ENGINEER'S ESTIMATE: \$40,000.00
BID OPENING INFORMATION: August 13, 2018 / 10:00 AM (Local Time)

Page 1 of 1

| NAME OF BIDDER | CITY, STATE | BID AMOUNT | | COMMENTS |
|----------------|-------------|------------|------------|----------|
| | | TAXIWAY B | NEW CRACKS | |
| KAMCO Inc. | Dassel, MN | \$1.89/lb. | \$1.89/lb. | |
| RH Sealcoating | Russell, MN | \$6.05/lb. | \$2.85/lb. | |
| | | | | |
| | | | | |

PROPOSAL

TO THE CITY OF MARSHALL
LYON COUNTY, MINNESOTA

August 13, 2018

Ladies and Gentlemen:

The undersigned, being familiar with all requirements and conditions, hereby proposes and agrees to enter into a contract with the City of Marshall for: CRACK FILLING OF RUNWAYS, TAXIWAYS AND APRON AREAS, SOUTHWEST REGIONAL AIRPORT, MARSHALL, MINNESOTA, in accordance with the specifications attached hereto for the following price, to wit:

TAXIWAY B

Mastic Gap Filler

1. Blow out and heat lance
2. Flush fill
3. Over band mastic joint 18" wide
4. Clean surface area when completed

Approximately 3800" of cracks.

Product to be bid: Mastic Gap Filler or product of equal spec's

BID AMOUNT (per pound)

\$ ~~4.00~~ 6.05

NEW CRACKS

Route all new cracks $\frac{3}{4}$ x $\frac{3}{4}$ blowout, heat lance and flush fill with 2 $\frac{3}{4}$ " over band using State specification crack filler.

1. Taxiway B has 4680' of new cracks.
2. Taxiway A has 200' of new cracks.
3. Primary Runway 12/30 has 7500' of new cracks.
4. Primary Runway 12/30 has 6500' of old cracks to flush fill.

BID AMOUNT (per pound)

\$ 2.85

Maximum work to be completed under this contract is \$40,000.00.

Work to be completed by October 1, 2018.

All work being done must comply with FAA rules and safety regulations.

This project is funded under a Mn/DOT Grant Agreement. Therefore, Prevailing Wage Schedule must be used as per attached.

Area will be determined by City staff after reviewing of bid.

In submitting this proposal, it is understood that the right is reserved by the City to reject any or all proposals, and to waive any informalities, and accept the bid or bids that are in the best interest of the City.

Respectfully Submitted,

By:

Roger L. Hook
(Signature)

Roger L. Hook
Typed or Printed Name

owner of RH Sealcoating
Title

P.O. Box 7
Mailing Address

Russell Mn 56169
City, State ZIP

Telephone Number (507) 823-4507

State whether the Bidder is sole proprietor, a partnership or a corporation, and if a corporation, the state in which it is incorporated. Mn Minnesota

PROPOSAL

TO THE CITY OF MARSHALL
LYON COUNTY, MINNESOTA

August 13, 2018

Ladies and Gentlemen:

The undersigned, being familiar with all requirements and conditions, hereby proposes and agrees to enter into a contract with the City of Marshall for: CRACK FILLING OF RUNWAYS, TAXIWAYS AND APRON AREAS, SOUTHWEST REGIONAL AIRPORT, MARSHALL, MINNESOTA, in accordance with the specifications attached hereto for the following price, to wit:

TAXIWAY B

Mastic Gap Filler

1. Blow out and heat lance
2. Flush fill
3. Over band mastic joint 18" wide
4. Clean surface area when completed

Approximately 3800" of cracks.

Product to be bid: Mastic Gap Filler or product of equal spec's

BID AMOUNT (per pound)

\$ 1.89

NEW CRACKS

Route all new cracks $\frac{3}{4}$ x $\frac{3}{4}$ blowout, heat lance and flush fill with 2 $\frac{3}{4}$ " over band using State specification crack filler.

1. Taxiway B has 4680' of new cracks.
2. Taxiway A has 200' of new cracks.
3. Primary Runway 12/30 has 7500' of new cracks.
4. Primary Runway 12/30 has 6500' of old cracks to flush fill.

BID AMOUNT (per pound)

\$ 1.89

Maximum work to be completed under this contract is \$40,000.00.

Work to be completed by October 1, 2018.

All work being done must comply with FAA rules and safety regulations.

This project is funded under a Mn/DOT Grant Agreement. Therefore, Prevailing Wage Schedule must be used as per attached.

Area will be determined by City staff after reviewing of bid.

In submitting this proposal, it is understood that the right is reserved by the City to reject any or all proposals, and to waive any informalities, and accept the bid or bids that are in the best interest of the City.

Respectfully Submitted,

By: Ken Tormanen
(Signature)

Ken Tormanen (KAMCO Inc.)
Typed or Printed Name

Pres.
Title

23524 735th Ave
Mailing Address

Dassel, MN 55325
City, State ZIP

Telephone Number (612) 528-3904

State whether the Bidder is sole proprietor, a partnership or a corporation, and if a corporation, the state in which it is incorporated. MN

MnDOT - Grant Pre-Award Risk Assessment Tool

| | |
|---------------------------------------|------------------------------------|
| Grantee Name: | City of Marshall |
| Grant Award Number(s) or CFDA Number: | |
| Program Name(s): | Aeronautics-Development |
| Risk Assessment Completed by: | Jenny Bahneman |
| Risk Assessment Completed Date: | 9/5/2017 |
| Grant Period(s): | July 1, 2017 through June 30, 2019 |
| Grant Amount(s): | \$88,646.00 per state fiscal year |
| Total Score: | 60 |
| Risk Assessment: | Low Risk |

| | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------------------------|--------------------|
| 1. Amount | Small <\$50,000 | Medium \$50,000 to \$250,000 | Large >\$250,000 |
| Amount of the award (If award amount is unknown, an estimated award amount should be used.) | | | |
| X | | | |
| 2. Accounting System | Automated | Manual | Combination |
| Type of accounting system used by the entity | | | |
| X | | | |
| 3. Program Complexity | Not Complex | Slightly Complex | Moderately Complex |
| Rate the complexity of the program | | | |
| X | | | |
| <p>Programs with complex compliance requirements have a higher risk of non-compliance. In your determination of complexity consider whether the program has complex grant requirements (If you choose one, select slightly complex; if you choose two, select moderately complex; if you choose three or four, select highly complex). The following are some examples of reasons a program would be considered more complex:</p> <ul style="list-style-type: none"> Complex programmatic requirements and/or must adhere to regulations Matching funds or Maintenance of Effort are required Various types of program reports are required The entity further subcontracts out the program | | | |
| 4. Entity Risk | Yes/No | | |
| Rank the entity based on your knowledge of the following: | | | |
| a. Is the entity receiving an award for the first time? (If answered yes to 4a, leave blank and proceed to question 4e) | no | | |
| b. Did the entity adhere to all terms and conditions of prior grant awards? | Yes | | |
| c. Did the entity's key staff members attend required trainings and meetings during prior grant awards? | Yes | | |
| d. Did the entity's key staff members respond to State requests timely during prior grant awards? | Yes | | |
| e. Does the entity have adequate and qualified staff to comply with the terms of the agreement? | Yes | | |
| f. Does the entity have prior experience with similar programs? | Yes | | |
| g. Does the entity maintain written policies which include procedures for assuring compliance with the terms of the award? | Yes | | |
| h. Does the entity have an accounting system that will allow them to completely and accurately track the receipt and disbursements of funds related to the award? | Yes | | |
| i. Does the federal program require staff to track their time associated with the award? | No | | |
| j. If yes, does the entity have a system in place that will account for 100% of each employee's time? (If answered no to 4i, leave blank and proceed to question 4k) | | | |
| k. Did the entity have one or more audit findings in their last single audit regarding program non-compliance? | No | | |
| l. Did the entity have one or more audit findings in their last single audit regarding significant internal control deficiency? | No | | |
| m. Was the entity audited by the Federal government in the prior year(s)? | No | | |
| n. If yes, did the audit result in one or more audit finding? (If answered no to 4m, leave blank and proceed to question 4o) | | | |
| o. Was the entity monitored by a State agency in the past year? (If answered no to 4o, leave blank and proceed to question 4q) | No | | |
| p. If yes, were there any documented concerns? (If answered no to 4o, leave blank and proceed to question 4q) | | | |
| q. Other issues that may indicate high risk of non-compliance? Explain: | | | |
| (Assign 5 points for each issue from below that applies) | | | |
| <p><u>Other issues:</u> (1) having new or substantially changed systems or software packages, i.e. accounting, payroll, reporting, technology, administration; (2) turnover in personnel, i.e. business, award management, program; (3) external risks including: economic conditions, political conditions, regulatory changes & unreliable information; (4) loss of license or accreditation to operate program; (5) new activities, products, or services; (6) organizational restructuring; (7) where indirect costs are included, does the organization have adequate systems to segregate indirect from direct costs.</p> | | | |
| 5. Reporting & Budget | Yes/No | | |
| Rank the entity based on your knowledge of the following: | | | |
| a. Were performance reports submitted timely for prior grant awards? (i.e. within the agency specified timeframe) | Yes | | |
| b. Was reasonable progress made towards performance goals for prior grant awards? | Yes | | |
| c. Were financial reports submitted timely for prior grant awards? | Yes | | |
| d. Were financial reports accurate for prior grant awards? | Yes | | |
| e. Did the entity stay on budget in prior years? | Yes | | |
| Low = 0 - 85 Moderate = 86 - 170 High = 170 and higher | | TOTAL RISK POINTS: | |
| | | 60 | |

MnDOT - Grant Pre-Award Risk Assessment Tool

| Common Attributes of Grantees with Low, Moderate and High Risk: | |
|--------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| Low Risk | High Risk |
| <i>Most of the following attributes should be present to be considered <u>low</u> risk</i> | <i>One or more of the following attributes may be present to be considered <u>high</u> risk</i> |
| ▶ entity has complied with the terms and conditions of prior grant awards. | ▶ History of unsatisfactory performance or failure to adhere to prior grant terms and conditions |
| ▶ No known financial management problems or financial instability | ▶ Financial management problems and/or instability; inadequate financial management system |
| ▶ High quality programmatic performance | ▶ Program has highly complex compliance requirements |
| ▶ No, or very insignificant, audit or other monitoring findings | ▶ Significant findings or questioned costs from prior audit |
| ▶ Timely and accurate financial and performance reports | ▶ Untimely, inadequate, inaccurate reports |
| ▶ Program likely does not have complex compliance requirements | ▶ Recurring/unresolved issues |
| ▶ entity has received some form of monitoring (e.g., single audit, on-site review, etc.) | ▶ Lack of contact with entity or any prior monitoring |
| | ▶ Large award amount |
| Moderate Risk ▶ Agencies that fall between low risk and high risk are considered <u>moderate</u> risk. | |

Additional notes or considerations specific to the Grantee:

I do not have any background information or knowledge for the following questions: #2, #4b, c, e, g, h, A69k, l, m, o; #5b, c, d, e.