

WAYNE MUNICIPAL
AIRPORT AUTHORITY
AGENDA
February 11, 2019
5:30 p.m.

1. Call to Order

Anyone desiring to view the Open Meetings Act may do so. The document is available for public inspection and is located on the east wall of the Airport Terminal Meeting Room.

The Airport Authority reserves the right to adjourn into executive session as per Section 84-1410 of the Nebraska Revised Statutes.

Public Comments - Anyone desiring to speak on an agenda item is invited to do so, and should limit themselves to three minutes after being recognized by the Chair.

2. Pledge of Allegiance

3. Approval of Minutes

4. Approval of Claims

5. Presentation of Dedication of Service Plaques to Outgoing Board Members- Carl Rump and Rod Tompkins

6. New Business

- Approve hangar leases
- Tradewinds COD payment

7. Old Business

- Parallel Taxiway to Runway 17/35 Paving & lighting- Update
 - i. Working days

8. Airport Managers comments

9. Member comments

10. Other business

11. Adjourn

WAYNE MUNICIPAL AIRPORT AUTHORITY

January 14, 2019

5:30 P.M.

The regular meeting of the Airport Authority of the City of Wayne was called to order at the Nancy Braden Terminal Building on the above date and time by Chairman Tom Schmitz. The following members were present: Tom Schmitz, Travis Meyer, Scott Hammer and David Ley. Also, attending the meeting were Beth Porter Airport Authority Treasurer, Curtis Christianson Olsson Associates, Karma Schulte Berker Flying Service, Dave Zach, Scott Morgan, Jim Hoffman, Tyson Hoffman and Sandy Hoffman.

Chairman Schmitz conducted the swearing in ceremony of newly elected member – Scott Hammer.

Meyer moved and Schmitz 2nd to approve the minutes of the December 10, 2018 regular meeting. Roll was called with the following results: Yeas: Schmitz, Meyer, Hammer, and Ley. Nays: None. The Chairman declared the motion carried.

Ley moved and Schmitz 2nd to accept all the claims presented as of January 14, 2019. Roll was called with the following results: Yeas: Schmitz, Hammer and Ley. Meyer abstained. Nays: None. The Chairman declared the motion carried.

Ley moved and Meyer 2nd to elect Officers, Tom Schmitz Chairman, Travis Meyer Vice Chairman, Dave Ley Secretary and Beth Porter Treasurer of the Wayne Municipal Airport Authority for 2019. Roll was called with the following results: Yeas: Schmitz, Meyer, Hammer and Ley. Nays: None. The Chairman declared the motion carried.

The authorized signatures for authority accounts at Elkhorn Valley Bank were discussed and Tom Schmitz Chairman, Travis Meyer Vice Chairman, Beth Porter Treasurer and Dawn Navrkal Acting Treasurer were designated as authorized signatures for the Authority accounts at the bank.

Ley moved and Schmitz 2nd that we approve the master hanger lease to be used in 2019. Roll was called with the following results: Yeas: Schmitz, Meyer, Hammer and Ley. Nays: None. The Chairman declared the motion carried.

Ley moved and Hammer 2nd that we formally adopt the Disadvantaged Business Enterprise Program 19-20-21. Roll was called with the following results: Yeas: Schmitz, Meyer, Hammer and Ley. Nays: None. The Chairman declared the motion carried.

Ley moved and Hammer 2nd that we review, edit, sign and return Nebraska Department of Transportation Capital Improvement Program for 2010-2022. Roll was called with the following results: Yeas: Schmitz, Meyer, Hammer and Ley. Nays: None. The Chairman declared the motion carried.

Meyer moved and hammer 2nd that we enter into a QTPod terminal services contract for 2019 at

gold level costing \$1,095.00. Roll was called with the following results: Yeas: Schmitz, Meyer, Hammer and Ley. Nays: None. The Chairman declared the motion carried.

The Wayne Municipal Airport Audit for year the year ending September 30, 2018 was distributed to all members for review.

Other matters requiring the attention of the Authority were discussed and it was determined that no further formal actions on these matters were needed.

There being no further business, Chairman Schmitz adjourned the meeting at 6:55 PM.

David R. Ley, Secretary

WAYNE AIRPORT AUTHORITY
BANK SUMMARY
CHECKING ACCOUNT
JANUARY 31, 2019

PREVIOUS BALANCE 204,597.31

DEPOSITS:

Interest on checking account	90.38
Avgas	3,706.66
County Treasurer	9,031.90
State of NE	62,400.32
	75,229.26

TOTAL AVAILABLE 279,826.57

CLAIMS:

Claims Paid January 79,352.78

BOOK BALANCE AS OF JANUARY 31, 2019 200,473.79

Plus Outstanding Checks 250.00

Less Outstanding Deposits 0.00

BANK BALANCE AS OF JANUARY 31, 2019 200,723.79

WAYNE MUNICIPAL
AIRPORT AUTHORITY
January 18, 2019

Ck # 7551	Wayne Area Economic Development- WAED Banquet tickets	270.00
	February 11, 2019	
Ck # 7552	American Broadband- Telephone	91.82
Ck # 7553	Appeara – Rugs & mops.....	88.50
Ck # 7554	Becker Flying Service – Managers contract	3,000.00
	Less FBO lease	(100.00)
	Less storage bldg.....	(61.00)
		2,839.00
EFT	Black Hills Energy- Natural gas	393.52
Ck # 7555	Carhart- Keys.....	2.98
Ck # 7556	Century Link – DSL.....	88.99
Ck # 7557	Chesterman Company- Equipment rental & water.....	39.00
Ck # 7558	City of Wayne	
	AWOS.....	30.10
	Apron lighting	70.41
	House	237.94
	Terminal/hangar.....	994.17
	Shop.....	173.37
	Office & irrigation	104.45
	Office supplies	30.99
	Ads/notices	22.50
	Postage.....	35.49
	Audit of financial statements	2,600.00
	Airport symposium registration	120.00
	Treasurer's Fee.....	500.00
		4,419.42
EFT	Department of Aeronautics – Terminal/Hangar	1,182.00
	AWOS.....	383.33
		1,565.33
Ck # 7559	Heartland Natural Gas- Natural gas.....	718.73
Ck # 7560	Jim Hoffman – Digital TV	49.62
Ck # 7561	Knife River- Estimate #2 Additional hangar work.....	76,839.39
Ck # 7562	LaQuinta Inns & Suites- Lodging airport symposium	188.00
Ck # 7563	Northeast Power – Electricity PAPI's	54.85
Ck # 7564	Olsson- Progress estimate #19.....	57,315.07
Ck # 7565	Olsson- Progress estimate #1 Additional hangar work	10,013.71
Ck # 7566	Shopko- Cleaning supplies	10.48
Ck # 7567	Tom Schmitz- Mileage to airport symposium	220.40
Ck # 7568	QT Pod- Gold service agreement	1,095.00
EFT	Verizon – Cell phone	74.30
Ck # 7569	Wayne Area Economic Development- Dues.....	100.00
	TOTAL	\$156,478.11

Hangar Leases 2019

Received

Scott Morgan (2)
Brian Nelson
Brian Bernadt/Jerry Conradt
Dave Zach
Lyle Carlson
Aaron Mathis
Terry Meyer
Blake Albers
Arnold Rief
Todd Luedeke
Tom Schmitz
Dennis Dangberg (2)
Doug Nelson

Not Received

Curt Christensen
Norm Slama

AGREEMENT

This Agreement (this "**Agreement**") is made effective as of November 14 2016, by and between Rattlesnake Creek Wind Project, LLC, a Nebraska limited liability company (the "**Company**"), and the City of Wayne, Airport Authority (the "**Airport Authority**"). Each of the Company and the Airport Authority will be referred to herein as "**Party**" or collectively as the "**Parties**".

RECITALS AND PURPOSE

WHEREAS, the Airport Authority desires to promote the development of electrical power capacity and renewable energy sources within the State of Nebraska;

WHEREAS, the Company has been developing and may continue to develop and possibly construct a wind power project on certain real property located within Dixon County (the "**Project**");

WHEREAS, in connection with the Company's continued development and possible construction of the Project, the Airport Authority has agreed to remove certain ground-based non-directional beacon equipment and to cease all applicable procedures related to such equipment (collectively, the "**Equipment**");

WHEREAS, the Airport Authority is willing to enter into this Agreement as an inducement to the Company (i) to undertake the development and possible construction of the Project, (ii) to provide certain funding to the Airport Authority in order for the Airport Authority to provide training and construct new facilities at the Wayne Municipal Airport (the "**Airport**"), and (iii) to provide significant positive economic impacts to the local community.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated by reference herein, and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt of and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Removal of Equipment. Promptly upon the written request of the Company (but in no event later than twenty (20) days after such written request), the Airport Authority agrees to submit to any and all appropriate local, state, and federal governing body(ies) any and all applications, filings, and/or other documents necessary to remove the Equipment from the Airport, including, without limitation, a FAA Form 7900-2 Navigational Aid (NAVAID) Data Form (collectively, the "**Removal Application**"). The Airport Authority shall not withdraw, revoke, or delay any submission to such governing body(ies) and shall diligently pursue the approval of the Removal Application. The Airport Authority agrees to provide reasonable updates to the Company regarding the approval of the Removal Application. The Company (or the then current owner of the Project) and the Airport Authority agree to communicate and cooperate in good faith concerning the submission and approval of the Removal Application. Promptly upon receipt of approval of the Removal Application by the appropriate governing body(ies), the Airport Authority agrees to notify the Company such Removal Application has been approved and agrees to promptly remove the Equipment from the Airport in accordance all

applicable laws, regulations, and other requirements of such governing body(ies) within thirty (30) days after receipt of such approval.

2. Payments.

(a) Within thirty (30) days after receipt by the Company of evidence that the Airport Authority has submitted to the appropriate governing body(ies) an accurate and complete Removal Application, the Company will deliver to the Airport Authority a payment in the amount of \$300,000.00 (the “**Initial Payment**”). The Initial Payment is intended for use by the Airport Authority to provide training and equipment to various third parties in preparation of the removal of the Equipment. However, the Authority retains the sole discretion to use the funds in any lawful manner. Furthermore, this Agreement and the payment of said funds shall not create any obligation on the Airport to use the funds in any particular manner, nor shall this Agreement create, grant or bestow any rights upon any third party or parties who may ultimately benefit from such payment to the Airport.

(b) If, and only if, the Project begins commercially generating power, then within thirty (30) days after the date the Project reaches such commercial operation, the Company (or the then current owner of the Project) will pay to the Airport Authority an amount equal to \$1,200,000.00 (the “**COD Payment**”). The Airport Authority may use the COD Payment for the general Airport Authority fund and may direct the use of such funds as determined by the Airport Authority, in compliance with applicable law. If the Project does not reach commercial operation on or before December 31, 2026, the Company will not be obligated to make the COD Payment and this Agreement shall terminate and be of no further force and effect.

3. Laws and Regulations. The Airport Authority shall not enact, and shall not support the enactment of, any laws, regulations, zoning ordinances, resolutions, or policies that would prohibit, limit, provide standards for, or burden the development, construction, or operation of the Project, including, without limitation, any governmental approvals or building permits for construction of wind turbine generators, meteorological towers, substations, electronic collection lines, access roads, temporary construction areas, operations and maintenance facilities, and other infrastructures relating to the Project.

4. Support and Cooperation. The Airport Authority shall not oppose the development or construction of the Project in any manner. The Airport Authority shall fully support and cooperate with the Company in the development and possible construction of the Project and carrying out and otherwise giving full force and effect to the purpose and intent of this Agreement, including, without limitation, reasonably cooperating with and publicly supporting the Company’s pursuit of any federal, state or local approvals relating to the development or possible construction of the Project, at no out-of-pocket expense of the Airport Authority.

5. Event of Default; Remedies. An “**Event of Default**” shall occur upon failure by either Party to observe and perform any material covenant, condition or agreement required of such Party under this Agreement for a period of thirty (30) days after written notice of such

default has been given to the defaulting Party by the non-defaulting Party during which time such default is neither cured by the defaulting Party nor waived in writing by the non-defaulting Party, but the defaulting Party shall not have been in default if the failure stated in the notice cannot be corrected within said thirty (30) day period and the corrective action is instituted within the thirty (30) day period and diligently pursued to completion. Upon an Event of Default (but not sooner), the non-defaulting Party shall be entitled to exercise any and all remedies available to it hereunder, at law or in equity, which remedies shall be cumulative.

6. Assignment. The Company (or the then current owner of the Project) may assign or partially assign its rights, obligations, and interests pursuant to this Agreement without the Airport Authority's consent upon written notice to the Airport Authority. To the extent the Company (or the then current owner of the Project) assigns or partially assigns the rights, obligations, and interests of this Agreement to a party that owns substantially all of the assets of the Project, the Airport Authority agrees to look solely to such assignee with respect to any payment obligations under this Agreement. If requested by either Party or any assignee thereof, each Party hereto agrees to provide such further assurances and execute such additional documents as may be reasonably requested by the other Party to give effect to the foregoing assignment.

7. Notices. All notices permitted or required by this Agreement shall be given in writing and shall be considered given upon receipt if hand delivered to the party or person intended, or upon facsimile transmission to the fax numbers set forth herein, or upon electronic transmission with read receipt requested and returned to the e-mail addresses set forth herein, or after deposit with a nationally recognized overnight commercial courier service, air bill prepaid, or after deposit in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party as follows (or to such other address, fax number, or e-mail address as either Party shall designate in writing to the other Party at any time):

Company:

Rattlesnake Creek Wind Project, LLC
c/o Tradewind Energy, Inc.
Attn: Matt Gilhousen
16105 West 113th Street, Suite 105
Lenexa, Kansas 66219
T: (913) 322-7415
F: (913) 888-0390
Email: matt@tradewindenergy.com

Airport Authority:

Wayne Municipal Airport
ATTN: Kyle Dahl, Esq.
Dahl Law Offices, L.L.C.
PO Box 327
Wayne, NE 68787
402.833.1529
attorney@dahlloffices.com

Wayne Municipal Airport
ATTN: Nancy L. Braden,
Treasurer
PO Box 8
Wayne, NE 68787
402.375.1733
4023.75.4712 - Fax
nancy@cityofwayne.org

8. Severability of Provisions. Except as set forth below, if any of the terms or conditions contained herein shall be declared to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions and conditions of this Agreement shall not be affected and shall remain in full force and effect and shall be valid and enforceable to the full extent permitted by law, except that as to any such provisions or conditions declared invalid and unenforceable the Parties agree to negotiate in good faith a comparable substitute provision.

9. Captions. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define or limit the scope or intent of the various provisions, terms or conditions of this Agreement.

10. Binding Effect. The provisions of this Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective heirs, personal representatives, successors, and permitted assigns.

11. Modification. This Agreement may be modified or amended only by written instrument signed by both Parties.

12. Governing Law. This Agreement shall be governed in accordance with the laws of the State of Nebraska.

13. No Commitment to Construct Project. Nothing contained in this Agreement shall be construed to obligate the Company (or the then current owner of the Project) to commence or complete construction of the Project. The determination to commence, complete, or abandon all or part of the Project shall be in the sole and absolute discretion of the Company (or the then current owner of the Project). If the Company (or the then current owner of the Project) should decide not to pursue the Project, the Company (or the then current owner of the Project) will be obligated to provide written notice to the Airport Authority, and the Parties agree that this Agreement shall automatically terminate.

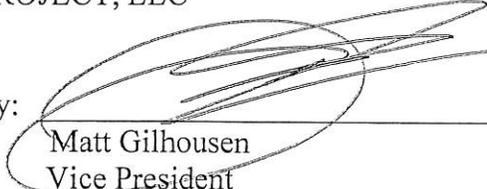
[Signatures Pages Follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first written above.

THE COMPANY:

RATTLESNAKE CREEK WIND
PROJECT, LLC

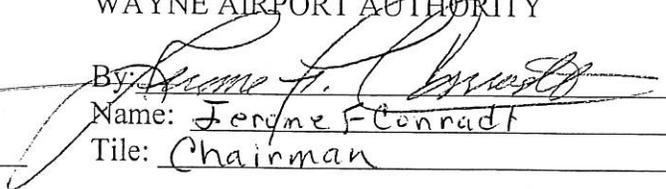
By:


Matt Gilhousen
Vice President

AIRPORT AUTHORITY:

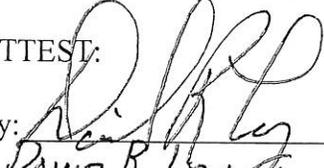
WAYNE AIRPORT AUTHORITY

By:

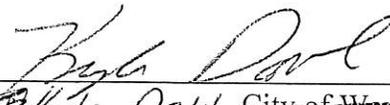

Name: Jerome F. Conrath
Title: Chairman

ATTEST:

By:


DAVID R. WEY
Sec AIRPORT AUTH

Reviewed and approved by:


Kyle Daul, City of Wayne Attorney
Wayne Airport
Authority

	Total costs	Local Share	
Current project (Partial Parallel Taxiway)	\$ 1,973,964.02	\$ 197,396.40	
Concrete approaches to hangars	\$ 243,594.28	\$ 243,594.28	*Not FAA eligible
Jet Fuel	\$ 600,000.00	\$ 60,000.00	
Snow removal equipment	\$ 250,000.00	\$ 250,000.00	*Not FAA eligible due to Buy American requirements
Snow removal equipment building	\$ 650,000.00	\$ 65,000.00	
North Partial Parallel Taxiway	\$ 3,500,000.00	\$ 350,000.00	
		\$ 1,165,990.68	

Beth Porter - Working Day Letter from Knife River - Wayne Municipal Airport

From: Curtis Christianson <cchristianson@olsson.com>
To: Beth Porter <bporter@cityofwayne.org>
Date: 2/6/2019 12:56 PM
Subject: Working Day Letter from Knife River - Wayne Municipal Airport
Attachments: Working Day Phase 5, 6, and Extra work request.pdf

Beth,

Attached is letter that I received from Knife River proposing days for Phases 5 & 6 to be granted back to them. Would you please share this with the Airport Authority.

To be consistent in the way working days were finally determined to be assessed, I would concur that the five days that were assessed in both Phases 5 and 6 and grant them 5 days back for Phase 6. This was determined to be charged this way as we proceeded with the project because work was being completed in Phase 5, Phase 6 and Additional work all in the same day, and it was difficult to separate which day would get charged for the work completed. Therefore, it was determined that we would utilize the allowed days in Phase 5 and then proceed to start charging days in Phase 6 while the working days for the additional work would be assessed for every day work was completed or work could be completed. For example we would assess 1 working day to Phase 5 and 1 working day to the additional work for when work was completed or if work could be completed. Then when all of the days were utilized in Phase 5 we would proceed to charge 1 working day in Phase 6 and 1 working day for the additional work for each day worked or if the weather allowed to get the work completed.

Our original conversations with Chris Winkel and Casey Wisness that if we were to allow them to complete both Phases 5 & 6 they could significantly cut down on the working days to do the work around the hangar. Based on my discussions with Dave Post about our discussions with Chris Winkel and what Chris Winkel proposed to the Airport Authority was that all of the work could be completed in 35 working days.

A lot of days where they were justifying work not being completed due to weather, they were completing other activities that were proceeding with the completion of the contract. For example, the temperature may not have allowed them to proceed with placing concrete, but they were drilling dowel bars and compacting base, which are activities that needed to be completed to complete the contract.

A bit of information to present to the board was also the following:

Their initial concrete pours in the hangar area were done on 10/2/18, 10/6/18, & 10/11/18, of which 10/11/18 was not charged to phases 5 or 6 as the paving was to a non-FAA portion of the . So if you go back to 10/6/18, and you credit them back the 5 days where they were assessed in both Phases 5 and Phases 6 for one day, they would have had 13 working days remaining in Phase 6 to complete the paving around the hangars, even with the weather conditions that they had to deal with in November, they completed the remainder of the paving around the hangars from 11/14/18 – 11/29/18 in which during this time period, between 11/14/18 and 11/29/18, only 7 working days were assessed to Phase 6 to complete the concrete placement. If Knife River would have stayed and completed the paving after the pour on 10/11/18 and did the remainder of the work within the 7 working days they were assessed to complete the area around the

hangar to where it currently stand, it would leave them with 6 working days remaining prior to the assessment of liquidated damages in Phase 6.

Between 10/11/18 and 11/14/19, seven working days were assessed for the installation of the drains in the slotted drains in the taxiways, during these 7 days, Knife River was not working; 12 days were assessed due to adequate weather and no contractor on-site, totaling 19 days that Knife River was not there competing other items outside of the slotted drain work. Which is equivalent to the number of days being assessed in liquidated damages to Phase 6 currently.

So if the airport was to grant the 5 days back to the Contractor for Phase 6, they would have 5 days remaining to complete the work in Phases 5 and 6, which would be the grading around the hangar area, concrete the low-flow liners, seeding and erosion control.

Please feel free to share this email with the board as well.

Thank you.

Curtis Christianson, PE

Team Leader / Aviation

D [402.458.5989](tel:402.458.5989)

C [402.560.7567](tel:402.560.7567)

601 P Street, Ste. 200

Lincoln, NE 68508

O [402.474.6311](tel:402.474.6311)



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(Administration) Fax: (712) 252-0079

1/18/19

Curtis Christianson, PE
Olsson

RE: Working Days Phases 5 & 6; **Construct Partial Parallel Taxiway 'B; and Taxiway 'C' and Reconstruct Hangar Taxilanes**, Wayne Municipal Airport / Stan Morris Field, AIP Project No. 3-31-0086-014

Dear Curt,

Please accept this as a formal request for 29 Working Days credited back to the Phase 5/ Phase 6 work. When Knife River signed the contract for the Hangar Approach Slab work, we were under the impression that working days for phase 5 would be charged first, then phase 6, then charge to the extra work. However, this was not how days were charged. At the beginning days were charged for both phases at once, then only in phase 5 until the days ran out then went to 6. As stated previously, it was our understanding based off meetings on site looking at the additional work and phone conversations about the Hangar Approach work that after the days were used up in phase 6 the days would be charged to the extra work. Knife River never questioned this approach due to addendum one talking about working days being suspended if work is being completed elsewhere on the project. After starting the work in the hangar area, I was informed that the way we interpreted the charging of days was not correct, and that on the days we worked on the non-FAA project we would not be charged days to the FAA project (as demonstrated in the working day reports in November on). This has led to the incorrect charging of days at the beginning of these phases that Knife River feels needs to be corrected.

Knife River believes the following days need to be credited back:

- **8/15/18**- Working days were charged for both phase 5 and phase 6. Based on later charging of days and addendum 1, one of the phases should be credited a day back. On this day we were working on removing TL-1.
- **8/17/18**- Working days were charged for both phase 5 and phase 6. Based on later charging of days and the addendum 1, one of the phases should be credited a day back. On this day we were removing TL-2.
- **8/21/18** - Working days were charged for both phase 5 and phase 6. Based on later charging of days and the addendum 1, one of the phases should be credited a day back. On this day we were removing TL-3.
- **8/22/18**- Working days were charged for phase 5 and phase 6. Working days were also charged for phase 1B due to shouldering operations being performed. Removals were complete, and the grading crew can only work in 1 phase at a time. Due to rain the dirt crew was held up on

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shouldering phases 1A and 1B, resulting in them still working over there. Based on addendum 1 work had to be ceased in phase 5 and 6 to finish 1A and 1B so no working days should be charged to phases 5 and 6.

- **8/23/18-** Working days were charged for phase 5 and phase 6. Working days were also charged for phase 1A due to shouldering operations being performed. Removals were complete, and the grading crew can only work in 1 phase at a time. Due to rain the dirt crew was held up on shouldering phases 1A and 1B, resulting in them still working over there. Based on addendum 1 work had to be ceased in phase 5 and 6 to finish 1A and 1B so no working days should be charged to phases 5 and 6.
- **8/24/18-** Working days were charged for phase 5 and phase 6. Crews were working on finishing the shoulders in phases 1A and 1B. Removals were complete, and the grading crew can only work in 1 phase at a time. Due to rain the dirt crew was held up on shouldering phases 1A and 1B, resulting in them still working over there. Based on addendum 1 work had to be ceased in phase 5 and 6 to finish 1A and 1B so no working days should be charged to phases 5 and 6.
- **8/27/18-** Working days were charged for phase 5. Dirt crews were still working on shouldering in the previous phases due to weather delays. Work was ceased in phases 5 and 6 to finish work in previous phases.
- **8/28/18-** Working days were charged for phase 5. Dirt crews were still working on shouldering in the previous phases due to weather delays. Work was ceased in phases 5 and 6 to finish work in previous phases.
- **8/31/18-** 5 days total were charged (8/29, 8/30, 8/31, 9/10, 9/11) to excavate and dry dirt to optimum moisture. Every day working on this operation in phases 5 and 6 was charged to the FAA project. 2 days (8/28 & 8/31) should be credited back to account for the grading work that had to be completed for the non-FAA work. The extra work approximately 650 CY of unclassified excavation and FAA portion had roughly 500 CY, thus meaning about half the time should have been allocated to the non-FAA project.
- **9/11/18-** 5 days total were charged (8/29, 8/30, 8/31, 9/10, 9/11) to excavate and dry dirt to optimum moisture. Every day working on this operation in phases 5 and 6 was charged to the FAA project. 2 days (8/28 & 8/31) should be credited back to account for the grading work that had to be completed for the non-FAA work. The extra work approximately 650 CY of unclassified excavation and FAA portion had roughly 500 CY, thus meaning about half the time should have been allocated to the non-FAA project.
- **9/14/18-** The P-301 took 3 days to complete (9/12, 9/13, 9/14). For all 3 days the FAA project was charged working days. The original contract had 2,553 SY of P-301 and the non-FAA work had 2,127 SY. Even though the extra work is about half of the total quantity, we are only requesting 1 of the 3 days be charged back to account for the non-FAA work performed.
- **9/24/18-** The P-208 took 4 days to place for all hangar areas (9/17, 9/19, 9/21, 9/24), and all days were charged to the FAA project. Per plan the FAA project had 2,431 SY and the non-FAA

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work had 2,101 SY. Since approximately half of the total P-208 work was for the non-FAA work and all the days were charged to the FAA work we are requesting 9/24/18 be credited back to account for the placement of the P-208 in the non-FAA areas.

- **9/26/18-** There were 2 days charged for working the P-208 to get the necessary compaction, with approximately half of the P-208 being for the non-FAA project we are requesting this day be credited back to account for the non-FAA work (as stated also for 9/24/18).
- **10/1/18-** This was the first day that I&A was setting up for their pours. Their first pour was along the building in TL-2. This was in the extra work portion of the project and a working day was charged in phase 5. Knife River is requesting this day be credited back due to the work being performed in the extra work area, not on the FAA portion of the project. This change would be to make it conform to the charging of working days later in the project.
- **10/2/18-** I&A was pouring along the building on this day. This was extra work, and a working day was charged in phase 5. Knife River is requesting this day be credited back due to the work being performed in the extra work area, not on the FAA portion of the project. This change would be to make it conform to the charging of working days later in the project.
- **10/4/18-** I&A had completed the center pour of TL-2 already, and was setting up the pour adjacent to the 25' taxilane. This work was part of the non-FAA project and was charged to the FAA project. Knife River is requesting this day be credited back due to the work being performed in the extra work area, not on the FAA portion of the project. This change would be to make it conform to the charging of working days later in the project.
- **10/5/18-** I&A was prepping the area on the other side of the 25' mainline portion of TL-2. This work included drilling dowels and achieving compaction. This was work that was part of the non-FAA project and was charged to the FAA project. Knife River is requesting this day be credited back due to the work being performed in the extra work area, not on the FAA portion of the project. This change would be to make it conform to the charging of working days later in the project.
- **10/6/18-** I&A poured the area to the left of TL-2. This was work that was part of the non-FAA project and was charged to the FAA project. Knife River is requesting this day be credited back due to the work being performed in the extra work area, not on the FAA portion of the project. This change would be to make it conform to the charging of working days later in the project.
- **10/11/18-** I&A poured the area to the right of the 25' portion of TL-2. This was work that was part of the non-FAA project and was charged to the FAA project. Knife River is requesting this day be credited back due to the work being performed in the extra work area, not on the FAA portion of the project. This change would be to make it conform to the charging of working days later in the project.
- **10/12/18-** I&A cut joints, removed blankets, and stripped forms for the last two pours for the non-FAA work. A working day was charged to phase 6 of the FAA project. Knife River is requesting this day be credited back due to the work being performed in the extra work area,

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not on the FAA portion of the project. This change would be to make it conform to the charging of working days later in the project.

- **11/8/18-** Crews had already set up as much as they could since ground heaters needed to be used. Pouring concrete was not an option as the high for the day was only 31 degrees. A working day was charged for the FAA project. Since the weather did not allow to pour or prep any areas (grade was frozen) no work could be performed on the project.
- **11/9/18-** Crews had already set up as much as they could since ground heaters needed to be used. Pouring concrete was not an option as the high for the day was only 31 degrees. A working day was charged for the FAA project. Since the weather did not allow to pour or prep any areas (grade was frozen) no work could be performed on the project.
- **11/13/18-** The low for the night before was 14 degrees. The high for the day was 41 degrees. Due to the temps not getting much above the required and considering the low temperature the night before no pouring was able to be performed. This is because of the short window that was available to pave. KRM set up ground heaters the day before to make sure that things were ready to pour if the temps allowed but there was not a long enough window to complete any of the remaining pours.
- **11/19/18-** The forecasted high was only 33, no paving could be completed per specifications. Crews had previously had pours in TL-3 set up and the remaining pours for TL-1. Crews pulled blankets from previous pours (non-FAA work) and drilled holes for the dowel bars as well in the non-FAA pieces. With the weather not allowing pouring operations to resume and crews working on the non-FAA work we are requesting this day be credited back.
- **11/21/18-** Crews poured the area north of the trench drain on TL-3 and poured along the building in TL-3. Since a majority of the day was spent working on the Hangar approach work we are requesting this day be credited back to the FAA project.
- **11/23/18-** This was the Friday after Thanksgiving. Due to this being a holiday for the state of Nebraska we are requesting this day be credited back. No work was performed due to observing the holiday.

I have also analyzed the additional quantities of work at the hangar areas that were added to the project. What I did to analyze this was looked at the major items of work: Excavation, Cement Treated Subgrade, Aggregate Base Course, and the PCC Paving. I took the percentage of additional hangar work and averaged it out with the total work in those areas and found that about 45.7% of the total work completed in the hangar areas was for the non-FAA portion of the project (Hangar Approach slabs). With the days we are requesting back it would put the working days on the FAA project at 34 days, or approximately 54.0% of the time spent working on the project in the hangar areas (calculated taking the total days worked less weather days). Another way to look at it is if you add 45.7% more time to the original 44 working days we should have a total of 64. If you take out the weather days, we were



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charged 59 days in the hangar area (total days worked less weather days assuming the 4 days requested due to weather will be approved). In our opinion this further demonstrates that we are owed days back.

Another way to look at it is to look at the total dollar value of extra work that was added to the hangar area. I have estimated that the original work in the area was \$267K and the added work was \$225K. This means that we added an additional 84% of work in the area. If you were to pro-rate additional days for the additional work (a common practice in state work) then it results in an additional 37 days. That would mean the total working days for this area would be 81. With the total days we have worked to date only being 63, this further demonstrates our opinion that there should not be any working days in phases 5 & 6 at this time.

We understand that the work on this project has not gone as smoothly as originally planned, but there were things out of everyone's control that has delayed the project and we have done what we could to try to get it back on track.

I hope the information provided above can help resolve these issues, and we look forward to completing this project with you. Thank you for your consideration in this matter.

Casey Wisness
Project Manager
Knife River Midwest, LLC