

WAYNE MUNICIPAL  
AIRPORT AUTHORITY  
AGENDA  
March 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. Resolution 2019-1 A RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF AN AGENCY AGREEMENT WITH THE DEPARTMENT OF TRANSPORTATION- DIVISION OF AERONAUTICS TO THE STATE OF NEBRASKA FOR PROJECT NO. 3-31-0086-015 (X07) TO BE SUBMITTED BY THE DIVISION TO THE FEDERAL AVIATION ADMINISTRATION TO OBTAIN FEDERAL ASSISTANCE FOR THE DEVELOPMENT OF THE AIRPORT

6. New Business

- Airport projects/priorities
- Fly-In discussion
- Authorization to move funds to money market account

7. Old Business

- Parallel Taxiway to Runway 17/35 Paving & lighting
  - i. Casey Wisness Knife River

8. Airport Managers comments

9. Member comments

10. Other business

11. Adjourn

WAYNE MUNICIPAL AIRPORT AUTHORITY

February 11, 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, Mark Putnam and David Ley. Also, attending the meeting were Beth Porter Airport Authority Treasurer, Rod Tompkins, Carl Rump, Elaine Rump, Nancy Braden, Dave Zach, Jim Hoffman and Sandy Hoffman.

Meyer moved and Schmitz 2<sup>nd</sup> to approve the minutes of the January 14, 2019 regular meeting. Roll was called with the following results: Yeas: Schmitz, Meyer, Hammer, Putnam and Ley. Nays: None. The Chairman declared the motion carried.

Ley moved and Meyer 2<sup>nd</sup> to accept all the claims presented as of February 11, 2019. Roll was called with the following results: Yeas: Schmitz, Hammer, Meyer, Putnam and Ley. Nays: None. The Chairman declared the motion carried.

Chairman Schmitz presented Dedication of Service Plaques to Outgoing Board Members – Carl Rump (30 years) and Rod Tompkins (7 years).

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 6:07 PM.

David R. Ley, Secretary

WAYNE AIRPORT AUTHORITY  
BANK SUMMARY  
CHECKING ACCOUNT  
FEBRUARY 28, 2019

PREVIOUS BALANCE 200,473.79

DEPOSITS:

Interest on checking account	410.61
Avgas	1,110.55
County Treasurer	1,609.60
State of NE	48,408.81
Accounts receivable	1,953.35
Tradewinds COD payment	1,200,000.00

1,253,492.92

TOTAL AVAILABLE 1,453,966.71

CLAIMS:

Claims Paid February 163,785.33

BOOK BALANCE AS OF FEBRUARY 28, 2019 1,290,181.38

Plus Outstanding Checks 67,549.18

Less Outstanding Deposits 794.37

BANK BALANCE AS OF FEBRUARY 28, 2019 1,356,936.19

WAYNE MUNICIPAL  
AIRPORT AUTHORITY  
March 11, 2019

Ck # 7572	American Broadband- Telephone .....	91.82
Ck # 7573	Appeara – Rugs & mops .....	59.00
Ck # 7574	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.....	263.56
Ck # 7575	Bomgaars- Fasteners, bolts, flag, kerosene.....	74.79
Ck # 7576	Century Link – DSL .....	88.99
Ck # 7577	Chesterman Company- Equipment rental .....	7.00
Ck # 7578	City of Wayne	
	AWOS .....	39.24
	Apron lighting .....	100.73
	House.....	281.64
	Terminal/hangar .....	1,196.81
	Shop.....	190.46
	Office & irrigation.....	101.76
	Ads/notices .....	28.64
	Postage.....	37.88
	Plaques .....	126.24
	Treasurer's Fee.....	500.00
		2,603.40
EFT	Department of Aeronautics – Terminal/Hangar .....	1,182.00
	AWOS .....	383.33
		1,565.33
Ck # 7579	Fredrickson Oil Co- Payloader & lawn mower tires .....	420.29
Ck # 7580	Heartland Natural Gas- Natural gas.....	717.52
Ck # 7581	Jim Hoffman – Digital TV .....	49.62
Ck # 7582	Johnny's Pest Control- Pest control .....	50.00
Ck # 7583	Northeast Nebraska Insurance Agency- Insurance.....	4,450.00
Ck # 7584	Northeast Power – Electricity PAPI's .....	90.63
Ck # 7585	Olsson- Progress estimate #20.....	7,647.32
Ck # 7586	Olsson- Progress estimate #21 .....	11,783.06
Ck # 7587	Olsson- Invoice #320798 Additional hangar work .....	385.00
Ck # 7588	Olsson- Invoice #321932 Additional hangar work .....	1,290.00
EFT	Verizon – Cell phone .....	74.30
Ck # 7589	Wisner West- Fuel .....	327.18
	TOTAL .....	\$34,877.81

# NEBRASKA

Good Life. Great Journey.

## DEPARTMENT OF TRANSPORTATION

February 11<sup>th</sup>, 2019

Tom Schmitz, Chairperson  
Wayne Airport Authority  
P.O. Box 8  
Wayne, Nebraska 68787-0008

Subject: Wayne Municipal Airport  
Wayne, Nebraska  
AIP Project No. 3-31-0086-011 (X07: Paving Parallel Taxiway to Runway 23)  
Agency Agreement

Dear Mr. Schmitz,

Enclosed are three copies of an agency agreement for this project. This agreement allows the Nebraska Department of Transportation Division of Aeronautics (NDOT) to act as the airport's agent for this project, as required by state law. Two copies of a resolution for this project are also enclosed for the Authority's action. Please **return two signed agreements and one filled resolution** for this project.

If you have any questions, please call me at (402) 471-7930 or send email to: Kai.Chin@nebraska.gov.

Sincerely,  
Prepared By:



Kai Yueh Chin, E.I.  
Project Engineer  
NDOT Division of Aeronautics

Reviewed By:



Russell F. Gasper, P.E.  
Manager Project Management  
NDOT Division of Aeronautics

Enclosures

Kyle Schneeweis, P.E., Director

### Department of Transportation

1500 Highway 2  
PO Box 94759  
Lincoln, NE 68509-4759

OFFICE 402-471-4567  
FAX 402-479-4325  
NDOT.ContactUs@nebraska.gov

[dot.nebraska.gov](http://dot.nebraska.gov)

### Aeronautics Division

3431 Aviation Road, Ste. 150  
PO Box 82088  
Lincoln, NE 68501  
OFFICE 402-471-2371  
FAX 402-471-2906

### Navigational Aids Office

Kearney Municipal Airport  
5065 Airport Road  
Kearney, NE 68847  
OFFICE 308-865-5696  
FAX 308-865-5697



Pete Ricketts, Governor

Resolution No. \_\_\_\_\_

EXTRACT FROM THE MINUTES OF AN OFFICIAL MEETING OF THE WAYNE AIRPORT AUTHORITY OF WAYNE, NEBRASKA, SPONSOR OF WAYNE MUNICIPAL AIRPORT, HELD ON \_\_\_\_\_.

The following resolution was introduced by \_\_\_\_\_, read in full, seconded by \_\_\_\_\_ and considered:

A RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF AN AGENCY AGREEMENT WITH THE DEPARTMENT OF TRANSPORTATION-DIVISION OF AERONAUTICS OF THE STATE OF NEBRASKA FOR PROJECT NO. 3-31-0086-011 (X07) TO BE SUBMITTED BY THE DIVISION TO THE FEDERAL AVIATION ADMINISTRATION TO OBTAIN FEDERAL ASSISTANCE FOR THE DEVELOPMENT OF THE AIRPORT:

Be it resolved by the Chairperson and members of the Wayne Airport Authority of Wayne, Nebraska, that:

1. The Airport Authority shall enter into an Agency Agreement with the Division of Aeronautics for Project No. 3-31-0086-011 (X07) for the purpose of obtaining Federal assistance in the development of the Airport and that such agreement shall be set forth hereinbelow.
2. The Chairperson of the Airport Authority is hereby authorized and directed to execute said Agency Agreement on behalf of the Airport Authority, and the Secretary is hereby authorized to attest said execution.
3. The said agreement, referred to hereinabove, is inserted in full and attached herewith, and made a part hereof as Exhibit "O".

Upon calling for a vote on the resolution, \_\_\_\_ voted yea, and \_\_\_\_ voted nay, and the resolution therefore was declared passed and approved on \_\_\_\_\_.

ATTEST: \_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairperson

## AGENCY AGREEMENT

### Project No. 3-31-0086-011 (X07)

This is an agreement between the Wayne Airport Authority of Wayne, Nebraska, hereinafter referred to as the "Airport Sponsor" and the Nebraska Department of Transportation- Division of Aeronautics, hereinafter referred to as the "Division," made and entered into in accordance with, and for the purpose of, complying with the laws of the State of Nebraska.

The Airport Sponsor desires to develop the Wayne Municipal Airport and to use federal airport aid funds available for that purpose. Therefore, the Airport Sponsor hereby designates the Division as its agent in accordance with §3-124 and §3-239, Neb. Rev. Stat. (Reissue 2016), and the Division hereby accepts such designation and agrees to act as the agent of the Airport Sponsor.

It is mutually understood and agreed between the parties that the Airport Sponsor has submitted to the Division its proposed project for the development of said airport, and that such project has been approved by the Division, in accordance with §3-239, Neb. Rev. Stat. (Reissue 2016).

The Airport Sponsor hereby warrants, undertakes and agrees that if the Federal Aviation Administration makes a grant offer, and the Airport Sponsor executes a Grant Agreement, it will develop and manage said airport in the manner set forth in the Grant Agreement and abide by the conditions, rules and regulations of the Federal Aviation Administration.

The terms and conditions of this Agency Agreement and the respective duties, undertakings and agreements of the parties with respect to this Agency Agreement and with respect to the project of airport development, are as follows:

- A. The Division shall accept, receive, receipt for, and disburse all funds granted by the United States for airport aid in accordance with federal laws, rules and regulations and in accordance with §3-101 to §3-154 and §3-239, Neb. Rev. Stat. (Reissue 2016), as the agent of the Airport Sponsor.
- B. Upon receipt of such federal funds, the Division shall deposit them in the State Treasury, according to law, and shall cause disbursement to be made therefrom as follows:

FIRST: If the Division advances funds to the Airport Sponsor as the equivalent of the United States' share of allowable project cost, the Division shall reimburse itself for any such advancement out of such federal funds thereafter received.

SECOND: The Division shall cause the balance of such federal funds due the Airport Sponsor to be paid promptly to the Airport Sponsor.

- C. The Division shall maintain accurate records of all the funds received and expended by it in connection with the project. These records shall be open to inspection by the Airport Sponsor, the Federal Aviation Administration and their authorized representatives in the offices of the Division at all reasonable times.

**EXHIBIT A**  
**AGENCY AGREEMENT**  
**ADMINISTRATIVE SERVICES**

1. Conduct airport site inspections.
2. Review and secure federal approval of Airport Layout Plans (ALP).
3. Prepare and process CIP Data Sheets and related documents used to request an allocation of federal funds, if requested by the Sponsor.
4. Assist in the preparation and processing of Environmental Impact Statements and other environmental studies.
5. Review and process land acquisition documents, title opinions, sponsor certifications and audit reports.
6. Prepare an independent cost analysis of consultant costs, if requested by the Sponsor.
7. Prepare a Disadvantaged Business Enterprise (DBE) Program, if requested by the Sponsor and represent the Sponsor in the DBE Unified Certification Program.
8. Review, process, and secure federal approval of all contracts and agreements, change orders and amendments to these agreements.
9. Attend pre-design conferences and conduct design (plan-in-hand) inspections.
10. Review and process the plans, specifications, special provisions and contract documents.  
Provide U.S. Labor Department wage rate determinations.
11. Attend pre-bid and pre-construction conferences.
12. Prepare and secure execution of Applications for Federal Assistance and associated documents.  
Prepare and process program changes.
13. Process Grant Agreements and amendments.
14. Review periodic pay estimates and forward federal funds to the Airport Sponsor.
15. Prepare applications, requests, transfers or letters of credit for Grant Agreement payments.
16. Conduct or participate in periodic and final inspections.
17. Prepare and/or process other federal documents not otherwise specifically covered above.

	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 - RE: Airport checking account**

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**From:** Corby Schweers <c.schweers@elkhornvalleybank.com>  
**To:** Beth Porter <bporter@cityofwayne.org>  
**Date:** 2/28/2019 2:08 PM  
**Subject:** RE: Airport checking account

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Beth,

Our rate on a MMA with that balance would be 1.85%.

Thanks for the opportunity.

Corby A. Schweers  
Vice President



411 E 7th Street  
P.O. Box 10  
Wayne, NE 68787  
Phone [\(402\) 375-2525](tel:4023752525)  
Fax [\(402\) 375-2504](tel:4023752504)

**MEMBER FDIC**

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**From:** Beth Porter <bporter@cityofwayne.org>  
**Sent:** Wednesday, February 27, 2019 2:16 PM  
**To:** Corby Schweers <c.schweers@elkhornvalleybank.com>  
**Subject:** Re: Airport checking account

Corby,

Yes, they will. I have worked with someone out of the Norfolk office for pledging on the funds that are currently in the checking account.

Beth

Sent from my iPhone

On Feb 27, 2019, at 1:45 PM, Corby Schweers <c.schweers@elkhornvalleybank.com> wrote:

Beth,

Will they request pledging against the funds?

Corby A. Schweers  
Vice President  
<image001.png>  
411 E 7th Street

P.O. Box 10  
Wayne, NE 68787  
Phone (402) 375-2525  
Fax (402) 375-2504  
**MEMBER FDIC**

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**From:** Beth Porter <[bporter@cityofwayne.org](mailto:bporter@cityofwayne.org)>  
**Sent:** Wednesday, February 27, 2019 11:27 AM  
**To:** Corby Schweers <[c.schweers@elkhornvalleybank.com](mailto:c.schweers@elkhornvalleybank.com)>  
**Subject:** Airport checking account

Corby,  
The Airport Board will be meeting on March 11th and will be discussing moving funds from their checking account to a money market account. Can you give me an interest rate bid for a money market account with a balance of \$1,000,000 with Elkhorn Valley?  
Thanks,

Beth Porter  
Finance Director  
City of Wayne  
402-375-1733

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

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2/18/2019  
Wayne Airport Authority  
Wayne, Nebraska

Board Members:

We are requesting a meeting with you to discuss working days, project payment, and project schedule on AIP Project No. 3-31-0086-014. Please let me know when a good time to meet and discuss this with you would be.

Thank you for your time.

Casey Wisness  
Project Manager  
Knife River Midwest, LLC

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

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**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

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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

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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