## AGENDA Special Meeting of the Board of City Commissioners August 9, 2018 - 12:00 pm City Hall – Williston, North Dakota

- 1. Roll Call of Commissioners
- 2. Sloulin Field Runway Emergency Repair
- 3. XWA Taxiway A Contract
- 4. Adjourn



DATE: Thursday, August 9<sup>th</sup>, 2018

TO: City Commission

FROM: Anthony Dudas, Airport Director

RE: Report of Departments – Airport

#### 2. Sloulin Field Runway Patch Repair

During routine inspections of the pavement, rutting of approximately ¾" has been found on the runway similar to what you would see from overweight vehicles on an asphalt road. This rutting causes ponding of water during rain events and holds snow in the winter.

The City of Williston approached Burns & McDonnell to give a recommendation on how to repair this area and potentially allow for 76 seat regional jets to operate during the final 12 months that Sloulin Field is operational. You can see their full recommendation in the attached memo.

Working with the City Engineering Department, a plan and specification was created to solicit for proposals. This includes a 4" mill and 4" overlay of a 1,000' long by 12' wide section of the runway as well as grooving this area. Grooving is the process of cutting small lines in the pavement across the length to create greater friction, especially during rain and snow. The rest of the runway is grooved, therefore the FAA requires this patch to be as well.

The construction will occur overnight on two consecutive Saturdays, September 8<sup>th</sup> and September 15<sup>th</sup>, with September 22<sup>nd</sup> being a weather day from 11:00PM - 11:00AM. This will affect the morning departures on the Sundays after the work and will require them to leave after 11:00AM rather than right away in the morning. That coordination with the airlines has already occurred.

The airport has \$150,000 budgeted this year for pavement repairs. We received proposals from two entities. Northern Improvement Inc. is the low proposer at \$153,032.35.

I recommend award of the Sloulin Field Runway Patch to Northern Improvement in the amount of \$153,032.

#### **Attachments**

Attachment 1: Burns & McDonnell Memo Attachment 2: Northern Improvement Quote

Attachment 3: Knife River Quote

Attachment 4: Plans and Specifications

Attachment 5: Contract

#### **Memorandum**



Date: 6/8/2018

To: Mr. Anthony Dudas, Airport Director, Sloulin Field International (ISN)

From: Jason Fuehne, Burns & McDonnell

Andrew Loftus, Burns & McDonnell

Subject: Evaluation of Current ISN Pavement Conditions for Larger Aircraft

ISN management requested that Burns & McDonnell evaluate the pavements on Runway 11-29 and Taxiway A for the possibility of including larger passenger aircraft into the fleet mix, as well as possible repair options for current distresses on Runway 11-29. Additional aircraft would generally be 76 passenger aircraft (E 175 and CRJ 900). Current distresses include those shown in Figure 1.



Figure 1: Potential Rutting left of Centerline - 2,000+ feet Southeast of Runway 11 end1

Structure of pavement and pavement geometry will be evaluated separately in this memorandum.

#### 1. Pavement Structure

The pavement structure on Runway 11-29 and Taxiway A was last evaluated for condition and weight ratings in 2012. During that inspection Runway 11-29 generally had a perfect pavement condition index of 100 and Taxiway A had a condition that ranged from the low 60's to the mid 70's, or fair to satisfactory condition.

The evaluation for weight ratings was also conducted. This evaluation yielded a pavement classification number (PCN) of 8/F/C/X/T on Runway 11-29 northwest of the intersection with

#### Memorandum (cont'd)



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Runway 2-20. Taxiway A also had a similar number of 8/F/C/X/T northwest of the intersection of Taxiway A3.

The PCN values disclosed for both Runway 11-29 and Taxiway A are considerably lower than what would be anticipated for the traffic using those pavements currently at ISN. Indeed, even in 2012, the ARA report on pavement weight ratings indicated "...Runway 11-29 and Taxiway A may experience structural failure in about 3 years with the addition of once daily operations of the CRJ 200 and in less than 1 year with the proposed additional five daily operations of the CRJ 200." Even with the Challenger CL-604 and Canadair CL-215 aircraft that were evaluated at the time of the pavement evaluation caused on overload situation on Runway 11-29 with each aircraft having an Aircraft Classification Number (ACN) greater than the calculated PCN. Essentially, these pavements have been in an overloaded situation since 2012. Note that the CRJ 200 currently in frequent use at the airport (5 operations per day) would have an ACN of 16, or two times the published PCN value.

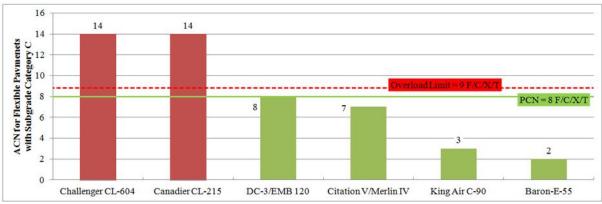


Figure 2: ACN – PCN comparison for Runway 11-29<sup>2</sup>

Although the calculated data indicated that Runway 11-29 may fail at any time due to overloading, the structural condition as identified today, would only be considered distressed as opposed to a complete failure. Note, however, that no maintenance was planned on Runway 11-29 within the completed pavement management program until 2027.

The addition of an E 175 or CRJ 900 aircraft on a frequent basis (i.e. 1 or more operation daily), would potentially put the pavements, including Runway 11-29, in a major overload situation, with an E 175 and CRJ 900 both having an ACN of 24/F/C. This overload situation could rapidly increase the existing distresses on the pavement and bring about the need for additional structural overlays or major rehabilitation efforts.

#### Memorandum (cont'd)



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#### 2. **Pavement Geometry**

The current approved ALP for ISN notes an ADG of B-II for Runway 11-29, with the runway length based on "large airplanes of 60,000 lbs. or less, 100 percent of these large airplanes at 60 percent useful load." B-II aircraft require only a 75-foot wide runway and Runway 11-29 is currently 100 feet wide.

The aircraft characteristics as published for both the E175 and CRJ 900 indicate an Aircraft Approach Category and Airplane Design Group of C-III. Since the maximum certificated takeoff weight is less than 150,000 lbs., the standard runway width of 100 feet would be considered adequate in accordance with footnote 12 of Table 3-5 of Advisory Circular 150/5300-13A.

The current runway length of 6,650 feet as published in the ALP would not be adequate for an E 175 aircraft of maximum weight and temperatures above 59 degrees F. The payload for the E 175 would have to be reduced to 83,000 lbs. for a runway of approximately 6,500 feet. CRJ 900 aircraft may have the same issue as the published MTOW often exceeds 80,000 lbs. Ultimately, the given airlines would need to provide accurate aircraft data for runway length calculations.

Taxiway geometry was also considered in this evaluation. The CRJ900 aircraft is a TDG 2 as published in the FAA's aircraft characteristics and requires a 35-foot-wide taxiway, which is the same width as Taxiway A. The E 175 aircraft is a TDG 3, which requires a 50-foot wide taxiway. This aircraft would, in theory, find navigating Taxiway A and its turns much more difficult than the CRJ900. However, differing site conditions, turn radii, and pilot expertise can often alleviate the narrower taxiway.

#### 3. Aircraft Recommendations

Based on the Runway 11-29 structure and the possible geometric challenges with the aircraft analyzed, Burns & McDonnell would not recommend the inclusion of a larger passenger aircraft such as the CRJ900 or the E175 into the existing fleet mix at ISN.

#### 4. Pavement Repair Recommendations

The pavement repair recommendations made here are based on Runway 11-29 and the issue presented in Figure 1. Runway 11-29 currently has, in roughly the area identified, 7 inches of asphalt on 5 inches of P-154 subbase course. Other portions of the runway have 12 inches of P-154 subbase course. It should also be of note that the asphalt has saw cuts in the general vicinity of where concrete joints would be.

#### Memorandum (cont'd)



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Based on the observations and location of the distress, the distress may be caused by aircraft braking and beginning the turning motion towards Taxiway A4 after landing on the Runway 29 end.

The distress is likely due to the lack of base course under the runway in this area and a general base / subbase / subgrade failure. Options for pavement repair become limited based on operations and the pavement structure.

**Option 1:** Remove roughly 4 inches of surface asphalt the width of the sawcut lane and replace with 2-2-inch lifts of new FAA P-401 asphalt mix. The asphalt binder would be grade bumped from the recommended PG58-34 to possibly a PG64-34 or PG70-28 binder. Both of these binder grades are included in the Asphalt Institute's binder list for the State of North Dakota. The advantage of this repair is that it can likely be performed in short order. The disadvantage is that the underlying subbase and subgrade issue has not been addressed. This option should be considered short term and may not last the desired amount of time.

**Option 2:** Remove the entire pavement section (roughly 12 total inches of material based on the information provided) and replace with a full depth section that includes a high-quality base such as an FAA P-209 Crushed Aggregate Base Course. Again, this would be the full width of the lane created by the sawcut joints. The P-209 may be available based on the current construction associated with Runway 14-32 and Taxiway A at Williston Basin International Airport. The recommendation would be a minimum of 5-inches of P-401 material (again grade bumped to a PG64-34 or PG70-28) on 7-inches of the new base course. The disadvantage of this option is that it may require additional runway closure that the airport cannot accommodate based on incoming traffic. This option would likely fix the underlying base / subbase issues and could be considered a longer-term repair option.

A do-nothing approach is not considered an option in this case due to the location of the distress and its ability to hold water being considered a safety issue.

Burns & McDonnell trusts this information is sufficient for your purposes. Should you have any questions, please feel free to call Jason Fuehne at 816-823-7034 or 913-424-8878 or email at jfuehne@burnsmcd.com.

JCF/jcf

#### **QUOTE SHEET**

All items include the supplying of necessary Labor and Materials (L & M) and equipment for completing the installation as per the Plans and Specifications and as accepted by the Engineer.

#### 2018 Runway Repair Sloulin Field International Airport Williston, North Dakota

Base	Quote				
Secti	ion I—Asphalt Mill & Overlay				
Item	Description	Quantity	Unit	Unit Price	Total
1	Mobilization	1	L SUM	10.817	10.817
2	4 Inch Asphalt Milling	1,400	SY	6,00	8400
3	4 Inch Superpave FAA 45 Asphalt Overlay	310	TON	264.00	81840
4	Asphalt Patching	20	TON	420,00	8400
5	Subgrade Repair	50	CY	28,00	1400
		Section I—A	Sphalt Mil	I & Overlay Quote	# 110857
Secti	ion II - Asphalt Grooving				
1	Mobilization	4	LCUM	5775	5775

Sect	ion II - Asphalt Grooving				
1	Mobilization	1	LSUM	5775	5778
2	Asphalt Saw Cut Grooving	1,400	SY		36,400.35
		Section	II—Asphalt	Grooving Quote	

TOTAL BASE Quote \$42175.35

Ded	uct No. 1—Lower Grade Aspha	It Cement			
Item	Description	Quantity	Unit	Unit Price	Total
1	Use of ≥ PG 34-58 Asphalt Cement	3/01,400	TON	260.00	\$ 80,600.00
	Asphalt Ce	ement to be Used			

One contact shall be awarded to a responsible and responsive quoter submitting the lowest Total Base Quote including deducts accepted by the Owner.

### State of North Dakota SECRETARY OF STATE



#### CONTRACTORS LICENSE RENEWAL

NO: 30499 CLASS A

I, Alvin A. Jaeger, Secretary of State of the State of North Dakota, and as Registrar of Contractors, certify that **KNIFE RIVER CORPORATION - NORTH CENTRAL** whose address is Sauk

Rapids, MN has filed in this office proper application for Renewal of Class A Contractor's License valid to March 1, 2019, and has paid the required fee, and has complied with all requirements of Chapter 43-07, North Dakota Century Code.

KNIFE RIVER CORPORATION - NORTH CENTRAL therefore, is entitled to bid on and accept contracts as authorized by law, under this license, without limit as to value of any single contract.

Dated January 31, 2018.

Alvin A. Jaeger Secretary of State

Alvin Warger

#### SECTION 102 CONTRACTOR'S PROPOSAL

102-1 PROPOSAL In compliance with your "Solicitation for Quotes" and subject to all the conditions thereof, the undersigned Knife River Corporation- North Central

hereby proposes to furnish and do everything required by the contracts to which this refers for the construction of all structures listed at the unit prices shown for each pay item on the following quote schedule. The quote schedule attached lists the various divisions of construction contemplated in the plans and specifications, together with an estimate of the units of each. With these units as the basis, the quoter will extend such item, using the cost he inserts in the unit column. Any total cost found inconsistent with the unit cost when the quotes are examined will be deemed in error and corrected to agree with the unit cost which shall be considered correct.

- 102-2 PROJECT This project consists of 2018 Runway Repair, Sloulin Field International Airport, in Williston, North Dakota.
- 102-3 EXAMINATION OF DOCUMENTS AND SITE VISIT The undersigned has examined the location of the proposed work, the drawings, specifications and other contract documents and is familiar with the local conditions and limitations at the place where the work is to be performed.
- 102-4 ADDENDA The receipt of addenda NA through NA are hereby acknowledged. email dated 7/20/18 acknowledged co
- 102-5

  BASIS OF PROPOSAL
  All various phases of work enumerated in the detailed specifications with their individual jobs and overhead, whether specifically mentioned, included by implication or appurtenant thereto, are to be performed by the Contractor under one of the items listed in the quote schedule, irrespective of whether it is named in said list, and that the Owner may specify any number or combination of units that the Engineer may deem necessary for the construction of the project.
- TAXES Along with 102-5 above, the undersigned agrees that the prices in this Contractor's proposal includes provisions for the payment of all monies which will be payable by the quoter or the Owner in connection with the construction of project on account of taxes imposed by any taxing authority upon the sale, purchase or use of materials, supplies or equipment to be incorporated in the project. The quoter agrees to pay all such taxes and to furnish the appropriate taxing authorities all required information and reports pertaining thereto.

102-7 COLLUSION The undersigned quoter does hereby declare the stipulate that this proposal is made in good faith without collusion or connection with any other person or persons quoting for the same work, and that it is made in pursuance of and subject to all the terms and conditions of the information for quoters, the construction agreement, the detailed specifications, and the plans pertaining to the work to be done, all of which have been examined by the undersigned. PROPOSAL QUANTITY Accompanying this Proposal is a Bidder's Bond 102-8 payable to the Owner in the amount of five percent (5%) of this bid, in accordance with the Information for Bidders, Section 101-4. 102 - 9PERFORMANCE AND PAYMENT BOND As shown in Section 101-6, the undersigned bidder agrees to execute the agreement and a performance and payment bond for the amount of the total of this bid within ten calendar days from the date when the written notice of the award of the contract is delivered to him at the address given on this proposal. The name and address of the corporate surety with which the bidder proposes to furnish the specified performance and payment bond is as follows: 102-10 CONTRACTOR'S LICENSE The undersigned hereby warrants it possesses Contractor's license Class A No. <u>30499</u> North Dakota, in which the project is located and said license expires on: March 1, 2019 102-11 CONTRACT TIME Quoter hereby agrees to commence work under this contract on or before a date to be specified in the "Notice to Proceed" and to fully complete the project by **October 31<sup>st</sup>**, **2018**. Quoter further agrees to pay as liquidated damages the sum of \$1,000.00 for each calendar day that the Contractor shall be in default of the time specified. This is as provided in Section 200A, in the General Conditions. 102-12 OWNER'S RIGHTS RESERVED The undersigned understands that the Owner reserves the right to reject any or all proposals or to waive any formality or technicality in any proposal in the interest of the Owner.

subject to changes as provided for the construction contract.

<u>PAYMENT</u> This quote is submitted on the basis of cash payment for work. Payment for work performed will be in accordance with the quote schedule,

102-13

#### **QUOTE SHEET**

All items include the supplying of necessary Labor and Materials (L & M) and equipment for completing the installation as per the Plans and Specifications and as accepted by the Engineer.

#### 2018 Runway Repair Sloulin Field International Airport Williston, North Dakota

	e Quote ion I—Asphalt Mill & Overlay				
Item	Description	Quantity	Unit	Unit Price	Total
1	Mobilization	1	L SUM	25,800	25,800-
2	4 Inch Asphalt Milling	1,400	SY	18.75	26,250-
3	4 Inch Superpave FAA 45 Asphalt Overlay	310	TON	360	111,600-
4	Asphalt Patching	20	TON	1040	20,800-
5	Subgrade Repair	50	CY	150	7500-
		Section I—A	sphalt Mil	I & Overlay Quote	191,950
Secti	ion II - Asphalt Grooving				
1	Mobilization	1	L SUM	7800	7800-
2	Asphalt Saw Cut Grooving	1,400	SY	24	33,600-
		Section	II—Asphal	t Grooving Quote	
			то	TAL BASE Quote	41,400-

Ded	uct No. 1—Lower Grade Aspha	It Cement			
Item	Description	Quantity	Unit	<b>Unit Price</b>	Total
1	Use of ≥ PG 34-58 Asphalt Cement	3400-	SY	(10)	3100-
	Asphalt Ce	ement to be Used	58.	34 or grea	ter

One contact shall be awarded to a responsible and responsive quoter submitting the lowest Total Base Quote including deducts accepted by the Owner.

#### THE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

Knife River Corporation- No	orth Central		
(Contractor)			
		President.	ND Operations
(By) Andy C	ramer	(Title)	
5654 134th Ave NW	Williston	North Dakota	58801
(Business Address)	(City)	(State)	
<u>7/20/2018</u> (Date)			
ATTEST:		ORATION NO	
(Corporate Secretary) Cody	Bennett Secretary-ND	1966 SEAL SEAL	ENTRA

The proposal must be signed with the full name of the quoter. In the case of a partnership, the proposal must be signed in the firm name of each partner. In the case of a corporation, the proposal must be signed in the corporate name by a duly authorized officer and the corporate seal affixed and attested by the secretary of the corporation.

#### **CERTIFICATE**

I, KARL A. LIEPITZ, hereby certify that I am the duly elected and qualified Assistant Secretary of Knife River Corporation – North Central, a Minnesota corporation; and I further certify that, pursuant to a resolution adopted by Written Consent of the Board of Directors dated February 12, 2018, the persons named below have been duly elected, have qualified and are officers of the Company holding the offices set forth opposite their respective names:

David C. Barney	Chairman of the Board and Chief Executive Officer
John F. Quade	Region President
Andrew J. Cramer	President – North Dakota Operations
Brad Arntson	Region Vice President - Operations
	and Assistant Secretary
Robert J. Rebel	Region Vice President – Aggregate
Mark R. Magnuson	Vice President and General Manager -
	Central Minnesota Construction
	and Assistant Secretary
Jeremy A. Stover	Vice President, Controller
	and Assistant Secretary
Nancy K. Christenson	Treasurer and Chief Financial Officer
Daniel S. Kuntz	General Counsel and Secretary
Grant Mortenson	Assistant Secretary – North Dakota
	Operations
Cody Bennett	Assistant Secretary - North Dakota
	Operations
Karl A. Liepitz	Assistant Secretary

\* \* \* \* \* \* \* \* \* \* \*

I further certify that the following is a true and correct copy of Section 5.13 of the Bylaws of Knife River Corporation – North Central which sets forth the powers of the officers to execute documents; and that said Bylaw Section is presently in full force and effect:

5.13 **Execution of Instruments.** All deeds, bonds, mortgages, notes, contracts and other instruments shall be executed on behalf of the Corporation by the Chairman of the Board, the Chief Executive Officer, the President, any Vice President or Assistant Vice President, the General Counsel, any other officer who performs a policy-making function (such as administration, operations,

accounting, or finance) or such other officer or agent of the Corporation as shall be duly authorized by the Board of Directors. Any officer or agent executing any such documents on behalf of the Corporation may do so (except as otherwise required by applicable law) either under or without the seal of the Corporation and either individually or with an attestation, according to the requirements of the form of the instrument. If an attestation is required, the document shall be attested by the Secretary or an Assistant Secretary or by the Treasurer or an Assistant Treasurer or any other officer or agent authorized by the Board of Directors. When authorized by the Board of Directors, the signature of any officer or agent of the Corporation may be a facsimile.

IN WITNESS WHEREOF, I have hereunto set my hand on February 14, 2018.

KARL A. LIEPITZ, Assistant Secretary

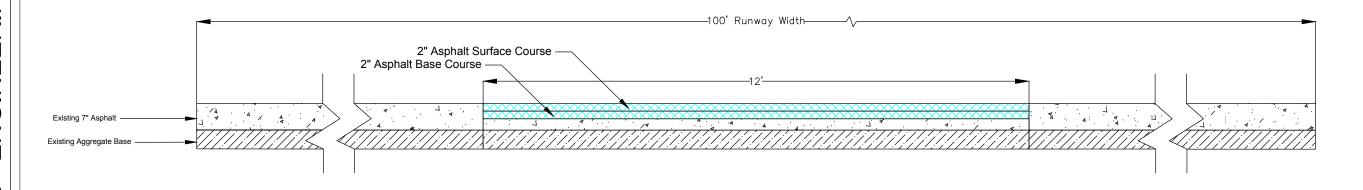


# CITY OF WILLISTON

ENGINEERING DEPARTMENT 809 5th Street East - Williston, North Dakota 58801

# Sloulin Field Mill & Overlay Cross Section WILLISTON, ND

#### Typical Section



Runway Cross-Section

WILLISTON Project: P000 7/10/18 Scale: NTS SHEET: 02 of 02

#### **SECTION 1600**

#### SPECIAL CONDITIONS

1601 SPECIFICATION CONFLICTS If there are any conflicts between the technical specifications and the special conditions, the special conditions shall govern. References to other specifications, or if the need arises for other specifications, the standard city specifications on file at the Engineering Department Office will govern.

#### 1602 PROJECT CONTACTS The Project will be administrated by:

Williston Airport Administration:
 Anthony Dudas, Airport Director
 701-774-8594
 airportadmin@ci.williston.nd.us

Construction operations will be overseen by:

Williston City Engineer's Office:

 Bob Hanson, City Engineer
 Office 701-577-6368
 Cell 701-770-1662
 bobh@ci.williston.nd.us

1603 PROJECT DESCRIPTION The Project consists of milling and paving a 1,000 foot X 12 foot section of rutted and deteriorated asphalt runway to a depth of 4 inches as shown and detailed in the plans.

Upon completion of the asphalt repair the new surface shall be grooved in accordance with Section 1612—Saw Cut Grooves.

1603 PRPJECT SAFETY REQUIREMENTS The Project shall be constructed in accordance with Federal Aviation Administration Advisory Circular 150-5370-2G. This Advisory Circular may be downloaded at the following link:

faa.gov/documentLibrary/media/Advisory\_Circular/150-5370-2G

1604 PROJECT SCHEDULING The Project will require closing Sloulin Field International Airport to air operations. Airlines using the airport require a 30 day notice of this closure.

To minimize the effects of closing the airport, project work shall be commenced and completed within 12 hours beginning at 12:00 AM Midnight on a Friday.

It is anticipated that the Mill & Overlay work and the Asphalt Grooving work will take place on two separate Fridays thus requiring two airport closures.

The Contractor shall provide Airport Administration with a minimum of a 30 day notice of the Friday they wish to commence work on the Mill & Overlay Portion of the project. In case of inclement weather the Contractor shall provide an alternate Friday date of when they would commence the Mill and Overlay work.

Similarly the Contractor shall provide Airport Administration with a minimum of a 30 day notice of the Friday they wish to commence work on the Asphalt Grooving Portion of the project. In case of inclement weather the Contractor shall provide an alternate Friday date of when they would commence the Asphalt Grooving work.

1605 PRECONSTRUCTION CONFERENCES Preconstruction Conferences shall be held during the week prior commencement of the Mill and Overlay work and during the week prior to commencement of the Asphalt Grooving work.

Items to be discussed during these preconstruction conferences will include the work to be completed, airport safety issues, airport access issues and airport security issues.

- 1606 ASPHALT CONSTRUCTION Except for the following Special Conditions the Contractor shall construct the Asphalt Mill and Overlay in accordance with the Standard Specifications adopted by NDDOT in October 2014 as currently revised.
- 1606 ASPHALT MILLING Asphalt millings shall be hauled and stockpiled at a material storage area located on site in the north east portion of the airport.

The Contractor shall be responsible for stock piling the asphalt millings.

Stockpiling operations may continue past the Saturday Noon deadline when all other construction operations must be completed with the permission of the Airport Director.

The costs associated with the hauling and stockpiling of the asphalt millings shall be included in the unit price bid for "Asphalt Milling."

- 1607 ASPHALT AGGREGATES The Contractor shall provide and use aggregates meeting the NDDOT Specification for Superpave FAA 45 Asphalt on this project.
- 1608 ASPHALT CEMENT The Contractor shall quote and if accepted use PG 70-28 Asphalt Cement on this project.

Recognizing that the use of PG 70-28 Asphalt may raise plant storage and material delivery issues the Owner will consider the use PG 58-34 or higher grade Asphalt Cements as an alternate to the quoted PG 70-28 Asphalt Cement.

The Contractor may offer a deduct for the use of PG 58-34 or higher grade Asphalt Cement. If such a deduct is offered the Contractor shall list the Asphalt Cement Grade to be provided in the Quote Sheet.

1609 ASPHALT MIX DESIGN The Contractor shall provide the Engineer for review and approval an Asphalt Mix Design at least 7 working days prior to commencement of the work. The Mix Design shall reflect the Aggregates and the Asphalt Cement to be used on the project.

The Contractor may submit a previously developed Asphalt Mix Design that reflects the Aggregate materials stockpiled at the plant site and the Asphalt Cements to be used on this project.

- 1609 TACK OIL The cost of provided and applying Tack Oil shall be included in the unit price quoted for "Four Inch Superpave FAA 45 Asphalt Overlay."
- 1610 ASPHALT PATCHING The need for asphalt patching is not anticipated on this project. Asphalt Patching pay items are included in the Quote sheet should the need arise.

Upon the competition of the Asphalt Milling operation the Engineer shall inspect the remaining asphalt to determine the extent of any Asphalt Patching that may be required.

The Contractor shall remove any asphalt that needs to be patched along with any soft, yielding aggregate base and subgrade materials needed. The Contractor shall replace the removed material with new material of the Contractor's choice to establish a firm base upon which to conduct paving operations. Removed materials shall be hauled off site.

The Subgrade Repair pay item shall include the costs of all labor, material and equipment associated with the removal and replacement of any soft, yielding aggregate base and subgrade material needed to establish a firm base upon which to conduct paving operations. Subgrade Repair shall be measured by the Cubic Yard and paid for by the unit price quoted for "Subgrade Repair."

The Asphalt Patching pay item shall include the costs of labor, material and equipment associated with the removal and replacement of broken or damaged asphalt pavement remaining after the milling operation has been completed. Asphalt patches shall be a minimum of 3 inches in depth and shall be placed and compacted in lifts not exceeding 3 inches in depth.

- Asphalt Patching shall be measured by the Ton and paid for at the unit price quoted for "Asphalt Patching."
- 1610 SWEEPING The Contractor shall sweep the work site, areas adjacent to the work site and haul routes clean of all dirt, gravel, dust, asphalt and other foreign objects left over from the Mill and Overlay work and the Asphalt Grooving work.
- 1610 STAGING AREA & HAUL ROUTES The Contractor may stage equipment at the Asphalt Milling stockpile site.

The Contractor shall use the designated Haul Routes shown on the plans.

<u>Asphalt Saw Cut Grooves</u>. The Contractor shall saw cut grooves into the new asphalt overlay in accordance with the following specification:

#### P-621 Saw-Cut Grooves

#### **DESCRIPTION**

**621-1.1** This item consists of providing a skid resistant surface that prevents hydroplaning during wet weather in accordance with these specifications and at the locations shown on the plans, or as directed by the Engineer.

#### **CONSTRUCTION METHODS**

**621-2.1 Procedures.** The Contractor shall submit to the Engineer the grooving sequence and method of placing guide lines to control grooving operation. Transverse grooves sawcut in the pavement must form a 1/4 inch (+1/16 inch, -0 inch) wide by 1/4 inch (±1/16 inch) deep by 1-1/2 inch (-1/8 inch, +0 inch) center-to-center configuration. The grooves must be continuous for the entire runway length. They must be saw-cut transversely (perpendicular to centerline) in the runway and high-speed taxiway pavement to not less than 10 feet (3 m) from the runway pavement edge to allow adequate space for equipment operation.

The saw-cut grooves must meet the following tolerances. The tolerances apply to each day's production and to each piece of grooving equipment used for production. The Contractor is responsible for all controls and process adjustments necessary to meet these tolerances. The Contractor shall routinely spot check for compliance each time the equipment aligns for a grooving pass.

- **a. Alignment tolerance.** The grooves shall not vary more than ±1-1/2 inch (38 mm) in alignment for 75 feet (23 m) along the runway length, allowing for realignment every 500 feet (150 m) along the runway length.
- **b. Groove tolerance.** Depth. The standard depth is 1/4 inch (6 mm). At least 90% of the grooves must be at least 3/16 inch (5 mm), at least 60% of the grooves must be at least 1/4 inch (6 mm), and not more than 10% of the grooves may exceed 5/16 inch (8 mm).

- **c. Width.** The standard width is 1/4 inch (6 mm). At least 90% of the grooves must be at least 3/16 inch (5 mm), at least 60% of the grooves must be at least 1/4 inch (6 mm), and not more than 10% of the grooves may exceed 5/16 inch (8 mm).
- **d. Center-to-center spacing.** The standard spacing is 1-1/2 inch (38 mm). Minimum spacing 1-3/8 inch (34 mm). Maximum spacing 1-1/2 inch (38 mm).

Saw-cut grooves must not be closer than 3 inches (8 cm) or more than 9 inches (23 cm) from transverse joints in concrete pavements. Grooves must not be closer than 6 inches (150 mm) and no more than 18 inches (0.5 m) from in-pavement light fixtures. Grooves may be continued through longitudinal construction joints. Where neoprene compression seals have been installed and the compression seals are recessed sufficiently to prevent damage from the grooving operation, grooves may be continued through the longitudinal joints. Where neoprene compression seals have been installed and the compression seals are not recessed sufficiently to prevent damage from the grooving operation, grooves must not be closer than 3 inches (8 cm) or more than 5 inches (125 mm) from the longitudinal joints. Where lighting cables are installed, grooving through longitudinal or diagonal saw kerfs shall not be allowed.

- **621-2.2 Environmental requirements.** Grooving operations will not be permitted when freezing conditions prevent the immediate removal of debris and/or drainage of water from the grooved area. Discharge and disposal of waste slurry shall be the Contractor's responsibility.
- **621-2.3 Test section.** Groove a test section in an area of the pavement outside of the trafficked area, as approved by the Engineer. The area shall be [\_\_\_\_] feet ([\_\_\_\_] m) long by two lanes wide. Demonstrate the setup and alignment process, the grooving operation, and the waste slurry disposal.
- **621-2.4 Existing pavements.** Bumps, depressed areas, bad or faulted joints, and badly cracked and/or spalled areas in the pavement shall not be grooved until such areas are adequately repaired or replaced.
- **621-2.5** New pavements. New asphalt concrete pavements shall be allowed to cure for a minimum of 30 days before grooving, to allow the material to become stable enough to prevent closing of the grooves under normal use. Permit new Portland cement concrete pavements to cure for a minimum of 28 days before grooving. Spalling along or tearing or raveling of the groove edges shall not be allowed.
- **621-2.6 Grooving machine.** Provide a grooving machine that is power driven, self-propelled, specifically designed and manufactured for pavement grooving, and has a self-contained and integrated continuous slurry vacuum system as the primary method for removing waste slurry. The grooving machine shall be equipped with diamond-saw cutting blades, and capable of making at least 18 inches (0.5 m) in width of multiple parallel grooves in one pass of the machine. Thickness of the cutting blades shall be capable of making the required width and depth of grooves in one pass of the machine. The cutting head shall not contain a mixture of new and worn blades or blades of unequal wear or diameter. Match the blade type and configuration with the hardness of the existing airfield pavement. The wheels on the grooving machine shall be of a design that will not scar or

spall the pavement. Provide the machine with devices to control depth of groove and alignment.

**621-2.7 Water supply.** Water for the grooving operation shall be provided by the Contractor.

**621-2.8 Clean-up.** During and after installation of saw-cut grooves, the Contractor must remove from the pavement all debris, waste, and by-products generated by the operations to the satisfaction of the Engineer. Cleanup of waste material must be continuous during the grooving operation. Flush debris produced by the machine to the edge of the grooved area or pick it up as it forms. The dust coating remaining shall be picked up or flushed to the edge of the area if the resultant accumulation is not detrimental to the vegetation or storm drainage system. Accomplish all flushing operations in a manner to prevent erosion on the shoulders or damage to vegetation. Waste material must be disposed of in an approved manner. Waste material must not be allowed to enter the airport storm sewer system. The Contractor must dispose of these wastes in strict compliance with all applicable state, local, and Federal environmental statutes and regulations

**621-2.9 Repair of damaged pavement.** Grooving must be stopped and damaged pavement repaired at the Contractor's expense when, in the opinion of the Engineer, the result of the grooving operation will be detrimental to aircraft tires.

#### **ACCEPTANCE**

**621-3.1 Acceptance testing.** Grooves will be accepted based on results of zone testing. All acceptance testing necessary to determine conformance with the groove tolerances specified will be performed by the Engineer.

Instruments for measuring groove width and depth must have a range of at least 0.5 inch (12 mm)and a resolution of at least 0.005 inch (0.13 mm). Gauge blocks or gauges machined to standard grooves width, depth, and spacing may be used.

Instruments for measuring center-to-center spacing must have a range of at least 3 inches (8 cm) and a resolution of at least 0.02 inch (0.5 mm).

The Engineer will measure grooves in five zones across the pavement width. Measurements will be made at least three times during each day's production. Measurements in all zones will be made for each cutting head on each piece of grooving equipment used for each day's production.

The five zones are as follows:

- Zone 1 Centerline to 5 feet (1.5 m) left or right of the centerline.
- Zone 2 5 feet (1.5 m) to 25 feet (7.5 m) left of the centerline.
- Zone 3 5 feet (1.5 m) 25 feet (7.5 m) right of the centerline.
- Zone 4 25 feet (7.5 m) to edge of grooving left of the centerline.
- Zone 5 25 feet (7.5 m) to edge of grooving right of the centerline.

At a random location within each zone, five consecutive grooves sawed by each cutting head on each piece of grooving equipment will be measured for width, depth, and spacing. The five consecutive measurements must be located about the middle blade of each cutting head ±4 inches (100 mm). Measurements will be made along a line perpendicular to the grooves.

Width or depth measurements less than 0.170 inch (4 mm) shall be considered less than 3/16 inch (5 mm).

Width or depth measurements more than 0.330 inch (8 mm) shall be considered more than 5/16 inch (8 mm).

Width or depth measurements more than 0.235 inch (6 mm) shall be considered more than 1/4 inch (6 mm).

Production must be adjusted when more than one groove on a cutting head fails to meet the standard depth, width, or spacing in more than one zone.

#### **METHOD OF MEASUREMENT**

**621-4.1** The quantity of grooving to be paid for shall be the number of square yards (square meters) of grooving performed in accordance with the specifications and accepted by the Engineer per paragraph 621-3.1.

#### **BASIS OF PAYMENT**

**621-5.1 Payment for saw-cut grooving.** Payment for saw-cut grooving will be made at the contract unit price per square yard (square meter) for saw-cut grooving. This price shall be full compensation for furnishing all materials, and for all preparation, delivering, and application of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Asphalt Saw Cut Grooving, unit price per square yard (square meter)

#### SECTION 102 CONTRACTOR'S PROPOSAL

102-1	PROPOSAL In compliance with your "Solicitation for Quotes" and subject to
	all the conditions thereof, the undersigned
	hereby proposes to furnish and do everything required by the contracts to which this refers for the construction of all structures listed at the unit prices shown for each pay item on the following quote schedule. The quote schedule attached lists the various divisions of construction contemplated in the plans and specifications, together with an estimate of the units of each. With these units as the basis, the quoter will extend such item, using the cost he inserts in the unit column. Any total cost found inconsistent with the unit cost when the quotes are examined will be deemed in error and corrected to agree with the unit cost which shall be considered correct.
102-2	PROJECT This project consists of 2018 Runway Repair, Sloulin Field International Airport, in Williston, North Dakota.
102-3	EXAMINATION OF DOCUMENTS AND SITE VISIT The undersigned has examined the location of the proposed work, the drawings, specifications and other contract documents and is familiar with the local conditions and limitations at the place where the work is to be performed.
102-4	ADDENDA The receipt of addenda through are hereby acknowledged.
102-5	BASIS OF PROPOSAL All various phases of work enumerated in the detailed specifications with their individual jobs and overhead, whether specifically mentioned, included by implication or appurtenant thereto, are to be performed by the Contractor under one of the items listed in the quote schedule, irrespective of whether it is named in said list, and that the Owner may specify any number or combination of units that the Engineer may deem necessary for the construction of the project.
102-6	TAXES Along with 102-5 above, the undersigned agrees that the prices in this Contractor's proposal includes provisions for the payment of all monies which will be payable by the quoter or the Owner in connection with the construction of project on account of taxes imposed by any taxing authority upon the sale, purchase or use of materials, supplies or equipment to be incorporated in the project. The quoter agrees to pay all such taxes and to furnish the appropriate taxing authorities all required information and reports pertaining thereto.

102-7 COLLUSION The undersigned quoter does hereby declare the stipulate that this proposal is made in good faith without collusion or connection with any other person or persons quoting for the same work, and that it is made in pursuance of and subject to all the terms and conditions of the information for quoters, the construction agreement, the detailed specifications, and the plans pertaining to the work to be done, all of which have been examined by the undersigned. PROPOSAL QUANTITY Accompanying this Proposal is a Bidder's Bond 102 - 8pavable to the Owner in the amount of five percent (5%) of this bid, in accordance with the Information for Bidders, Section 101-4. PERFORMANCE AND PAYMENT BOND As shown in Section 101-6, the <del>102-9</del> undersigned bidder agrees to execute the agreement and a performance and payment bond for the amount of the total of this bid within ten calendar days from the date when the written notice of the award of the contract is delivered to him at the address given on this proposal. The name and address of the corporate surety with which the bidder proposes to furnish the specified performance and payment bond is as follows: CONTRACTOR'S LICENSE The undersigned hereby warrants it possesses 102-10 No. \_ Contractor's license Class for the State of North Dakota, in which the project is located and said license expires on: 102-11 CONTRACT TIME Quoter hereby agrees to commence work under this contract on or before a date to be specified in the "Notice to Proceed" and to fully complete the project by October 31st, 2018. Quoter further agrees to pay as liquidated damages the sum of \$1,000.00 for each calendar day that the Contractor shall be in default of the time specified. This is as provided in Section 200A, in the General Conditions. 102-12 OWNER'S RIGHTS RESERVED The undersigned understands that the Owner reserves the right to reject any or all proposals or to waive any formality or technicality in any proposal in the interest of the Owner. 102-13 PAYMENT This quote is submitted on the basis of cash payment for work. Payment for work performed will be in accordance with the quote schedule, subject to changes as provided for the construction contract.

#### **QUOTE SHEET**

All items include the supplying of necessary Labor and Materials (L & M) and equipment for completing the installation as per the Plans and Specifications and as accepted by the Engineer.

#### 2018 Runway Repair Sloulin Field International Airport Williston, North Dakota

Secti	on I—Asphalt Mill & Overlay				
Item	Description	Quantity	Unit	Unit Price	Total
1	Mobilization	1	L SUM		
2	4 Inch Asphalt Milling	1,400	SY		
3	4 Inch Superpave FAA 45 Asphalt Overlay	310	TON		
4	Asphalt Patching	20	TON		
5	Subgrade Repair	50	CY		
		Section I—A	sphalt Mill	& Overlay Quote	
Secti	on II - Asphalt Grooving				
1	Mobilization	1	LSUM		

Sect	ion II - Asphalt Grooving				
1	Mobilization	1	L SUM		
2	Asphalt Saw Cut Grooving	1,400	SY		
		Section	II—Aspha	It Grooving Quote	

TOTAL BASE Quote	
------------------	--

Deduct No. 1—Lower Grade Asphalt Cement								
Item	Description	Quantity	Unit	<b>Unit Price</b>	Total			
1	Use of ≥ PG 34-58 Asphalt Cement	1,400	SY					
	Asphalt Cement to be Used							

One contact shall be awarded to a responsible and responsive quoter submitting the lowest Total Base Quote including deducts accepted by the Owner.

.

#### THE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

(Contractor)			
(By)		(Title)	
(Business Address)	(City)	(State)	
(Date)			
ATTEST:			
(Corporate Secretary)		(SEAL)	

The proposal must be signed with the full name of the quoter. In the case of a partnership, the proposal must be signed in the firm name of each partner. In the case of a corporation, the proposal must be signed in the corporate name by a duly authorized officer and the corporate seal affixed and attested by the secretary of the corporation.



4585 Coleman Street Bismarck, ND 58503-0431 701 355 8400 KLJENG.COM

July 30, 2018

Mr. Dennis Marschuetz Agent for Service J. M. Marschuetz Construction Company 15 Truitt Drive Eureka, MO 63025

Mr. Todd Schaap Attorney-in-Fact Fidelity and Deposit Company of Maryland 1299 Zurich Way, 5th Floor Schaumburg, IL 60196

Re: Notice of Default on Williston Basin International Airport – Taxiway A PCC Pavements, Lighting, and Signage – FAA Project #3-38-0084-002-2016 & 3-38-0084-003-2017

Dear Mr. Marschuetz:

This letter serves as the official notice to J. M. Marschuetz Construction Co. (Marschuetz) and their surety, Fidelity and Deposit Company of Maryland, that KLJ (Engineer) considers Marschuetz in default of their contract listed above. Such default will be considered as cause for the City of Williston (Owner), to terminate the contract.

The Owner and Marschuetz entered into a construction contract on November 17, 2017 for the construction of Williston Basin International Airport – Taxiway A PCC Pavements, Lighting, and Signage – FAA Project #3-38-0084-002-2016 & 3-38-0084-003-2017.

Pursuant to recent communications received by the Owner and Ulteig Engineers (Program Manager) from Marschuetz, it has become clear Marschuetz is unwilling to commit to completing the project within the contract time period.

The applicable contractual provision governing breach of contract terms and termination is controlled by Article 8 of the Agreement Between Owner and Contractor which incorporates FAA AC 150/5370-10G General Provisions. Specifically, General Provision Section 80 Execution and Progress sub-section 09 for Default and terminal of contract. This section establishes the conditions, rights, and remedies associated with the notification that Marschuetz is considered to be in default of their contract.

Section 80-09 includes the following:

The Contractor shall be considered in default of his or her contract and such default will be considered as cause for the Owner to terminate the contract for any of the of the following reasons if the Contractor:



- a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure **completion of the work in accordance with the contract**, or

. . . .

i. For any other cause whatsoever, fails to carry on the work in an acceptable manner. (emphasis added).

As stated above and pursuant to Section 80-09, this letter shall serve as the written notice to Marschuetz and your surety as to the reasons for considering Marschuetz in default.

On November 29, 2017, the Owner provided Marschuetz the Notice to Proceed for Airport Construction for the construction of the Williston Basin International Airport – Taxiway A PCC Pavements, Lighting, and Signage – FAA Project #3-38-0084-002-2016 & 3-38-0084-003-2017. On April 30, 2018, City Administrator Dave Tuan provided written communication to Marschuetz of the Owner's serious concerns that efforts were not being made to start work, and a meeting between the parties was set-up on May 2, 2018. See T/W A contract – Commencement of Work Meeting Minutes.

Since the May 2, 2018 meeting, the Program Manager has had numerous written communications with Marschuetz on their ability to complete the project in a timely manner. As of July 11, 2018, Marschuetz had completed only 2.85% of project, and as of today's date, Marschuetz has completed 7.93% of the project.

The Program Manager requested Marschuetz to provide the Owner with a projected substantial completion date of the project as well as provide an updated schedule. Marschuetz informed the Program Manager via email that it could complete the project on or about November 2, 2018, if the Owner agreed to an 'accelerated schedule' which would include paying an additional sum of \$276,650.00, or, if 'acceleration' is not chosen, the completion date would be September 15, 2019.

The total calculation for extension of time to complete the project resulting from the delay(s) claimed by Marschuetz equals 73-days, as calculated by the Program Manager. Taken into consideration the request for extension of time (73-days), the completion date would be mid to late June of 2019. Even if the Owner would grant the 73-day extension, the most recent communications by Marschuetz states it is not possible for them to complete the project by mid or late June of 2019. As a result, Marschuetz is found in default of the contract.

Marschuetz may respond by August 9, 2018, by providing a detailed written solution to correct the breach of contract and complete the project.

At this time, the Owner does not request a conference among the Owner, Contractor and Surety to discuss the Contractor's performance.

Marschuetz, or their surety, have a period of 10-days, no later than 12:00 PM CDT on August 9, 2018, to address this letter and provide the information listed above. If this information is not received, the Engineer will provide written notice to the Owner for the facts of such default and Marschuetz's failure



to comply with such notice. At this point, the Owner shall have full power and authority without violating the contract to take execution of the work out of the hands of Marschuetz. All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

Sincerely,

KLJ

Charles J. Baker, PE (ND & SD)

Charles of Baker

**Engineer Project Manager** 

Enclosure(s): T/W A contract – Commencement of Work Meeting Minutes

Project #: 1517114 & 1515510

cc: Michael Marschuetz, President of J. M. Marschuetz Construction Company

David Tuan, Williston City Administrator Anthony Dudas, Williston Airport Director

Randy Conrad, Cardon Development Group (Owner's Representative)

Roger Leonard, Ulteig Engineers (Program Manager)

Mark Holzer, FAA



Meeting		T/W A Contract – Commencement of Work					
Date of Meeting:		May 2, 2018	ay 2, 2018 <b>Time:</b>		8:30 AM		
Location:		City Hall – 2 <sup>nd</sup> Floor					
Attendees: David Tuan (COW), Anthony Dudas (COW), Rick Skumavc (CDG), Randy Conrad (CDG), Michael Marschuetz (JMMC), Roger Watson (JMMC), Chris Flippo (JMMC), Clint Knutson (UEI), Lee Underwood (UEI)							
Minutes By:	Minutes By: Clint Knutson, Ulteig						

#### **MEETING MINUTES**

#### 1. Meeting Parameter

a. The Program Coordination Team (PCT) explained that the discussion should be limited to information that could be gleaned from the Taxiway contract. It was noted that there was no contract requirement for improvements to the staging area. It was further noted that there was no bid question related to the condition of the staging area.

#### 2. Staging Area

- a. JMMC explained that they assumed the staging area would be prepared for them, though no such provision appears in the bid documents. JMMC went on to say that they do not like to pursue claims on their projects.
- b. They said that 6" of material without a geotextile normally provides a good working surface that is able to prevent contamination of aggregate stockpiles.
- c. The City asked what it would take to make JMMC happy and get them started to work. JMMC said that they would be happy if they did not have to buy materials to cover the staging area. The City said that they would provide at no cost some asphalt millings that are stored at ISN and they would see if other materials are available. JMMC would provide loading, trucking, and all other labor necessary to move and place the material. [Post Meeting Note: Only 2400 CY of asphalt millings are available while approximately 6400 CY would be required. The City has some pit run material that can be used and JMMC said that it looks fit for purpose.]



#### 3. KLE Mobilization

- a. PCT asked why KLE did not mobilize earlier since they could have done so anytime after the Notice to Proceed (NTP) was issued in November 2017. JMMC explained that KLE is renting equipment from Minot and that they decided not to mobilize when the ground was frozen since equipment rental for the idle period would cost more than the frost permits.
- b. JMMC asked if the City would have the ability to get the permit fees waived. The City said that they would ask. [Post Meeting Note: The City approached the State about waiving permit fee. The answer was no they don't even waive fees for their own projects.] When asked about the City paying frost permit fees, the City suggested that KLE should get to work before discussing the topic any further.

#### 4. Material Submittals

a. PCT expressed concern because some of the aggregate materials have not been submitted for approval yet. JMMC said the rest of the P-501 items including the mix design will be submitted on May 10. They also said the P-306 submittals are expected about 7 days after that. He said KLE is responsible for the P-209 and P-154, but he has been keeping a close eye on the progress there. He said Bakken Aggregates is producing and testing those items at this time and he does not feel there will be an issue with those materials.

#### 5. Time Extension

- a. JMMC expressed that they felt a time extension was justified since NTP was issued in late November when the bid document said it would be issued by late September. The main concern that they expressed was avoiding liquidated damages. It was agreed that it would be best to start making good progress before entering into discussion on an extension of time. JMMC agreed to get to work but they will reserve their right to claim for an extension later.
- b. JMMC said they will have Sambatek stake for stripping this week and would like to compare their shots with the verification survey that PCT has completed on the taxiway. PCT said that they would be glad to share their survey information on any given area at the time that JMMC provides its survey data.

<u>Distribution</u>: Attendees

#### Roger Leonard

From:

Michael Marschuetz < michael@marschuetz.com>

Sent:

Monday, July 23, 2018 3:42 PM

To:

Clint Knutson

Cc:

Lee Underwood; Roger Watson; Chris Flippo; Roger Leonard

Subject:

RE: Acceleration Costs XWA Taxiway A

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The completion date if the option to accelerate is chosen by the City would be the actual completion date this fall of November 2<sup>nd</sup> 2018 If acceleration is not chosen the completion date would be September 15<sup>th</sup> 2019.

From: Clint Knutson [mailto:Clint.Knutson@ulteig.com]

Sent: Monday, July 23, 2018 11:29 AM

To: Michael Marschuetz < michael@marschuetz.com >

Cc: Lee Underwood < Lee. Underwood@Ulteig.com>; Roger Watson < Roger W@marschuetz.com>; Chris Flippo

<chris@marschuetz.com>; Roger Leonard <Roger.Leonard@Ulteig.com>

Subject: RE: Acceleration Costs XWA Taxiway A

#### Michael,

Thank you for your response, please provide specific completion dates.

Thank you,



Clint Knutson, PE

Senior Engineer 1412 Basin Avenue • Bismarck, ND 58504

Direct: (701) 355-2322 • Mobile: (701) 391-7503

www.ulteig.com

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this email. Please inform the sender that you have deleted the email and any copies. Thank you.

From: Michael Marschuetz < michael@marschuetz.com >

Sent: Monday, July 23, 2018 10:15 AM

To: Clint Knutson < Clint.Knutson@ulteig.com>

Cc: Lee Underwood <Lee.Underwood@Ulteig.com>; Roger Watson <RogerW@marschuetz.com>; Chris Flippo

<chris@marschuetz.com>; Roger Leonard <Roger.Leonard@Ulteig.com>

Subject: RE: Acceleration Costs XWA Taxiway A

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The completion date if the option to accelerate is chosen by the City would be the actual completion date this fall. If acceleration is not chosen the completion date would be fall of 2019.

From: Clint Knutson [mailto:Clint.Knutson@ulteig.com]

Sent: Tuesday, July 17, 2018 8:17 AM

To: Michael Marschuetz < michael@marschuetz.com >

Cc: Lee Underwood < Lee. Underwood@Ulteig.com >; Roger Watson < Roger W@marschuetz.com >; Chris Flippo

<chris@marschuetz.com>; Roger Leonard < Roger.Leonard@Ulteig.com>

Subject: RE: Acceleration Costs XWA Taxiway A

#### Michael,

What would be the completion date if the option to accelerate is chosen by the City? When would the project be complete if acceleration is not chosen?

#### Thank you,



Clint Knutson, PE
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From: Michael Marschuetz < michael@marschuetz.com >

Sent: Thursday, July 12, 2018 12:17 PM

To: Clint Knutson < Clint.Knutson@ulteig.com >

Cc: Lee Underwood < Lee. Underwood@Ulteig.com >; Roger Watson < Roger W@marschuetz.com >; Chris Flippo

<chris@marschuetz.com>

Subject: Acceleration Costs XWA Taxiway A

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#### Clint,

Per our discussion at the meeting on Monday JMMC agreed to send the City an anticipated cost to accelerate our subcontractor KLE's work activities to get us back on schedule.

KLE tracks their personnel with time keeping apps so it clocks them in and out at the site. We can export that to excel and be compensated for the OT costs accurately.

They will have additional costs of adding labor (estimate +4-5 guys for fabric and drain pipe) estimate \$32,000.

Adding more trucks by the hour vs the bid tonnage price as they cannot find more trucks to work at their tonnage rate @ \$0.50/ton increase x 96,000 tons or \$48,000.

They will have additional equipment needs which will be underutilized but needs to remain onsite and available for use to ensure they can move efficiently -2x scraper, additional water truck, add wheel loader, add blade, add dozer, add compactor increase to \$4,150/day x 31 days = \$128,650.

They will have our additional haul cost initially on equipment as well as standby waiting to get started \$68,000.

This totals an estimate approximate contract overrun of \$276,650.00 to accelerate enough get the project back on schedule. Please keep in mind this is just an estimate and that if the City would like to compensate via an hourly Time & Material agreement that is agreeable as well.

We understand this type of money is not in the budget for this project. However, the Delays we have been experiencing on site were out of the control of J.M. Marschuetz and KLE. We need to know does the City wish for JMMC to take the steps necessary to complete this year and pay for those costs? Or would the City like JMMC to abstain from additional acceleration costs and finish next year?

Regards,

Michael Marschuetz

J.M. Marschuetz Construction Co.

15 Truitt Drive

Eureka, MO 63025



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(M) 314 807 0053

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