

## Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Minot, North Dakota ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective 8/31/2021, this Supplemental Letter Agreement dated \_\_\_\_\_ authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Electrical Vault Rehabilitation - Construction.

**Client's Authorized Representative:** Jennifer Eckman, Airport Director

**Address:** Minot International Airport (MOT)  
305 Airport Road Suite 216, Minot ND 58703

**Telephone:** 701-857-4724 **email:** jennifer.eckman@minotnd.org

**Project Manager:** Lindsay Reidt, PE

**Address:** 3535 Vadnais Center Dr.  
St. Paul, MN 55110-5196

**Telephone:** 763-370-4055 **email:** lreidt@sehinc.com

**Scope:** The Basic Services to be provided by Consultant are included in Attachment A.

**Schedule:** Services to be initiated at the direction of the City of Minot, with a service completion date no later than June 30, 2025. A schedule is included in Attachment A.


**Payment:** A retainer in the amount of \$0.00 will be paid in advance of Consultant starting work and will be applied to the final invoice(s). The lump sum fee is \$79,300.00 including expenses and equipment. See Attachment B reflecting the estimate of labor, fees, and expenses.

The payment method, basis, frequency, and other special conditions are set forth in attached Exhibit A-2.

**Other Terms and Conditions:** Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

**Short Elliott Hendrickson Inc.**

**City of Minot, North Dakota**

By:   
Shawn McMahon  
Title: Regional Practice Center Leader

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A-2**  
**to Supplemental Letter Agreement**  
**Between City of Minot, North Dakota (Client)**  
**and**  
**Short Elliott Hendrickson Inc. (Consultant)**  
**Dated \_\_\_\_\_**

**Payments to Consultant for Services and Expenses**  
**Using the Lump Sum Basis Option**

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

**A. Lump Sum Basis Option**

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially. Amendment to be approved by Client in advance via written authorization.

**B. Expenses Not Included in the Lump Sum**

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

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**ATTACHMENT A**  
**Minot International Airport (MOT)**  
**Minot, North Dakota**  
**2024 Electrical Vault Rehabilitation (AIP 3-38-0037-072-2024)**  
**Scope of Work – Construction Administration, Observation, and Closeout**

**General** – This project will replace or rehabilitate several pieces of equipment inside the existing electrical vault, including six airfield regulators, S-1 cutouts and associated cabinet, ATCT PCL control switch, and vault overhead lighting. Much of the existing equipment was installed in 1993 when the vault was constructed and needs replacement. Airport staff has experienced and documented consistent maintenance challenges with the equipment and replacement parts are becoming increasingly challenging to obtain. The current infrastructure in its current condition poses a risk that airfield lighting will become inoperable without notice with the potential of a delayed maintenance period, potentially causing safety issues and flight delays. The vault rehabilitation will ensure airfield safety by providing a well operating and maintainable lighting system. Per Table J-4 in the AIP Handbook, the minimum useful life for airfield electrical/lighting equipment is 10 years. Contractor access will be through an existing manual gate directly east of the vault building. See attached **Figure 2**.



## Figure 1. Project Exhibit

### Proposed project schedule:

April 16, 2024 – Open Bids

May 6, 2024 – City of Minot consider Bidding Award, and Construction Administration contract

May 20, 2024 or before – Grant application submittal deadline

Fall/Winter 2024 – Construction

**Runway Pavement Maintenance - Project Deliverables** – The project deliverables of this scope include the following:

1. Construction inspections
2. Construction administration
3. Contractor coordination
4. Post design services
5. Project record drawings
6. FAA closeout report
7. Project management and meetings

### Work Element 1: Construction Administration Services

Specific tasks included with this work element include:

**Task 1.1 – Scope Development** – SEH will develop the project scope to ensure that necessary aspects of the project are included. Scope development includes coordination with the Sponsor and FAA for scope review, preparation of the final scope, fee proposal development, and contract negotiations. As part of the scope development, SEH will coordinate and obtain scope and fee estimates for subconsultant work including quality assurance testing.

**Task 1.2 – Project Administration Services** – Office engineering staff, CAD personnel, and administrative staff will assist the construction project team as necessary during construction in response to requests for information, plan or specification clarifications, change orders, and other issues that may arise. Other administrative tasks include project set up and invoicing, internal meetings, progress reports, subconsultant coordination, and contract management.

**Task 1.3 – Preparation of Project Files** – SEH will develop construction contracts, review Contractor bonding information, and ensure that Sponsor insurance requirements have been met. SEH will coordinate the routing and signature of the construction contracts by the City and the Contractor. Plans, contract documents, and technical specifications will be updated to include all addenda items issued during bidding. SEH will ensure that the Contractor is supplied with adequate copies of the construction plans and project manual.

**Task 1.4 – Pre-Construction Activities** – One (1) preconstruction meeting will be held before construction.

- The purpose of the pre-construction meeting is to outline and discuss project requirements, administration procedures, airfield pavement surface closure procedures and requirements, schedules, project responsibilities and communication, Disadvantaged Business Enterprise (DBE) reporting, Contractor submittals, and other related NDAC and FAA requirements, as necessary.

SEH will administer the pre-construction meeting, develop the agenda, issue notifications, and record and distribute meeting minutes. Attendees will include the Sponsor, FAA, NDAC,

Contractor, Subcontractors, SEH (Project Manager, Project Engineer, and RPRs), and subconsultant (material testing).

- Task 1.5 – Permit Coordination** – SEH will coordinate and review all applicable permits related to the project construction, including Buy American.
- Task 1.6 – Submittal and Shop Drawing Review** – SEH will coordinate Shop Drawing and Submittal review items required to be submitted by the Contractor for review and approval with the Electrical Engineer (Barr Engineering).
- Task 1.7 – Progress Meetings** – Construction Progress Meetings will be held once a week while construction work is being performed on the airfield. The progress meetings will be attended by SEH staff, including the Project Manager, Project Engineer, Resident Project Representative(s) (RPR), and other staff as needed or required. It is anticipated that 2 in-person progress meetings will occur during construction activities and will require the inclusion of preparatory and meeting documentation work.
- Task 1.8 – Review of Quality Control/Acceptance Testing** – SEH will coordinate applicable QA/QC testing and review in partnership with Barr Engineering (Electrical Engineer Subconsultant), the Contractor, and Airport staff. Non-satisfactory test results will be discussed, and coordination will be completed with the contractor to bring installed equipment into conformance.
- Task 1.9 – Review of Contractor Payroll Forms** – SEH will review weekly payroll reporting by the Contractor to ensure that wage rates comply with the requirements of the federal and state wage rates for the work being performed. The RPR will conduct compliance monitoring of the Contractor's Davis-Bacon Act and DBE contractual obligations, including recording the Contractor/subcontractor employees, type of work being completed, and conducting random interviews.
- Task 1.10 – Calculate Construction Quantities** – SEH will review quantities with the Contractor by phase. Any discrepancies or disagreements regarding completed quantities will be resolved in advance of any partial pay application process. Periodic cost estimates will be developed by SEH to ensure compliance with the overall project budget.
- Task 1.11 – Pay Applications** – SEH will prepare partial pay applications during construction, a final pay application including final agreed upon quantities for all work components, and a pay application releasing retainage to the Contractor once all closeout requirements have been met. Actual completed quantities will be tabulated for use in preparing all pay applications.
- Task 1.12 – Daily Reports** – SEH will maintain a daily log of the construction activities and maintain construction photos for record keeping purposes.
- Task 1.13 – Final Inspection and Punchlist** – SEH will conduct a final inspection after completion of the project. SEH will issue notifications and prepare a punch list of any outstanding items requiring correction. A tracking document will be prepared and progress on the punch list items will be recorded until all issues are resolved.
- Task 1.14 – Record Drawings** – SEH will utilize Contractor and engineering drawings during construction to complete record drawings for the project. The record drawings will incorporate any modifications or additions/subtractions that occurred during construction. The final plan set will be plotted and distributed to the City of Minot for records. Electronic copies will be provided to the City of Minot, NDAC, and the FAA.
- Task 1.15 – Final Quality Control / Quality Assurance Summary** – SEH will prepare and submit the final QC/QA summary for the project.

## **Work Element 2: Construction Observation**

To accommodate the scope of the work and the project schedule, construction observation services include providing an RPR on a full-time basis for the duration of the project, supplemented by assistance from the Project Manager. Specific tasks included with this work element include:

- Task 2.1 – Construction Observation** – SEH will provide daily construction observation for the duration of construction. This project is projected to occur for 18 working days during the fall or

winter of 2024. RPRs, according to the schedule above, will be available to assist in ensuring that construction is performed in accordance with contract documents during this time. The RPR will document and record construction progress through a daily journal. A collective weekly progress report will be developed at the end of the week and submitted to the Sponsor, FAA, NDAC, and other individuals/organizations as needed.

Construction observation will be required in a limited capacity before the start of the project for mobilization activities and again following the project. It is anticipated that one RPR will cover pre and post-construction contractor activities, as needed.

Further duties of the on-site engineering staff include monitoring the Contractor's schedule, safety plan implementation, security plan compliance, general communication, adherence to technical specifications, and project drawing execution.

**Task 2.2 – Construction Coordination** – The Project Manager will make 2 site visits to the project to assist the onsite engineering staff, review construction activities, and coordinate updates with the Sponsor.

**Task 2.3 – Airport Configuration & Safety Coordination** – SEH will engage with the airport, FAA, the contractor, and other stakeholders as necessary to coordinate airfield safety during the project while work is completed on the airfield's electrical infrastructure. This will include coordination for NOTAMs, communicating shutdown/commissioning times of airfield lighting circuitry, and ATCT coordination as necessary.

### **Work Element 3: FAA Reporting and Project Closeout**

**Task 3.1 – FAA Quarterly Reports** - SEH will complete the required FAA quarterly reports starting with grant acceptance through grant closeout. This effort will be specific to the runway rehabilitation project.

**Task 3.2 – FAA Closeout Report** – SEH will complete the required FAA closeout report following completion of the project to reconcile all project related costs and closeout the FAA grant for the work. This effort will be specific to the runway rehabilitation project.

**Task 3.3 – Project Closeout** – SEH will work with the Contractor to ensure that all necessary closeout documents are submitted by the Contractor. These include, but are not limited to, lien waivers, wage rate compliance, and other documentation as identified in the specifications.

**Task 3.4 – Disadvantaged Business Enterprise (DBE) Requirements** – SEH will review and submit the required documentation to confirm the Contractor's compliance with the DBE program and goals for this project or provide evidence of "good faith efforts" to meet DBE requirements.

**Work Element 4: Stakeholder Outreach and Project Management** – This task includes the tenant and public outreach and the overall project management of Work Elements 1 through 3 noted above. Project Management includes administration of the project, agency and Sponsor meetings, airfield user and tenant outreach meetings, and related project administration tasks.

**Task 4.1 – City Meetings** –This task includes attendance at Airport or City Council meetings to provide project updates to airport staff or Councilors. The project will require updates at two (2) meetings.

**Task 4.2 – Stakeholder Outreach Notices and Newsletters** – SEH will develop a construction notice to provide notice of upcoming construction activities and identify impacts to airport operations. SEH will assist the sponsor with newsletter distribution and updates leading up to and throughout construction activities.

Stakeholder outreach will begin upon bidding and award of the project and continue throughout construction completion.

**Task 4.3 – Subconsultant Coordination** –Scheduling, coordination, project site escorting, and review of subconsultant deliverables, including subcontracts, reports and design data.

**Task 4.4 – Overall Project Management** –This task includes project coordination and administration, including Sponsor and agency communication, internal meetings, subconsultant oversight, progress reports, budget updates, and monthly invoices.

Subconsultants performing work under this proposal include the following:

1. Barr Engineering. Electrical engineering services will be performed by Barr Engineering out of Bloomington, MN.

April 22, 2024

Mr. Kyle Nelson, PE  
**Short, Elliott, Hendrickson, Inc.**  
3535 Vadnais Center Drive  
St. Paul, Minnesota 55110

**Re: MINOT INTERNATIONAL AIRPORT (MOT) – ELECTRICAL VAULT IMPROVEMENTS  
Proposal for Construction Phase Electrical Engineering Services**

Dear Kyle:

Thank you for contacting us regarding construction phase services for the MOT Airport vault upgrade project. We are providing this letter to outline our understanding of the project, our proposed scope of services, and our proposed fees for the construction phase of this project.

<b>PROJECT DESCRIPTION</b>
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Our understanding is this project is the continuation of the recently designed MOT Airport vault upgrade project, for the construction phase services of this project. Below we outline the proposed scope of services, and associated fees.

<b>SCOPE OF SERVICES</b>
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In support of your efforts, Barr proposes to provide the following subconsultant services to SEH:

1. Attend pre-construction meeting in-person.
2. Submittal review.
3. Up to two (2) interim site visits with associated memorandum to observe whether the construction is proceeding within the intent of the design documents, as requested by SEH.
4. Attend up to three (3) interim meetings via teleconference/teams.



5. One site visit for construction observation at final completion with associated memorandum.
6. Respond to RFI's as they arise.
7. Provide record drawing AutoCAD edits as requested.

<b>PROPOSED FEES</b>
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Barr Engineering proposes to provide the outlined scope of services to SEH on an hourly basis to a limit of \$21,300 for the indicated scope.

Reimbursable amounts such as automobile mileage are included, and services are billed monthly according to the work completed.

We appreciate this opportunity to continue working with you on this project. Please call with any questions or comments.

Sincerely,

**BARR ENGINEERING CO.**



Mark E. Ziemer, P.E.  
Senior Electrical Engineer

**ATTACHMENT B**  
**ESTIMATED FEES AND EXPENSES**  
**2024 ELECTRICAL VAULT REHABILITATION**  
**CONSTRUCTION ADMINISTRATION, OBSERVATION, AND CLOSEOUT**  
**MINOT INTERNATIONAL AIRPORT (MOT)**  
**MINOT, NORTH DAKOTA**

Task No.	Task Description	Principal	Project Manager	Project Engineer	Graduate Engineer	Admin Technician	
<b>Construction Administration Services</b>							
1.1	Scope Development	1	2	2			
1.2	Project Administration Services	1	2	4	4		
1.3	Preparation of Project Files		2	2	2		
1.4	Pre-Construction Activities		6	4			
1.5	Permit Coordination		1	2			
1.6	Submittal and Shop Drawing Review			2			
1.7	Progress Meetings	1	4	4			
1.8	Review of Quality Control & Acceptance Testing		1	4			
1.9	Review of Contractor Payroll Forms			4		2	
1.10	Calculate Construction Quantities		1	4			
1.11	Pay Applications		1	4		2	
1.12	Daily Reports		2	4			
1.13	Final Inspection and Punchlist		2	4			
1.14	Record Drawings	1	2	4	8		
1.15	Final Quality Control/Quality Assurance Summary		1	2			
<b>Construction Observation</b>							
2.1	Construction Observation		8	110			
2.2	Construction Coordination		10	2			
2.3	Airport Configuration & Safety Coordination	1	4	4			
<b>FAA Reporting and Project Closeout</b>							
3.1	FAA Quarterly Reports			2		1	
3.2	FAA Closeout Report		1	2	2	1	
3.3	Project Closeout		1	4		1	
3.4	Disadvantaged Business Enterprise (DBE) Requirements		1	2		1	
<b>Stakeholder Outreach and Project Management</b>							
4.1	City/Airport Meetings	1	4				
4.2	Stakeholder Outreach Notices and Newsletters		2	4	4		
4.3	Subconsultant Coordination		6	8		2	
4.4	Overall Project Management	1	8	2		2	
<b>Total hours per labor category</b>		<b>7</b>	<b>72</b>	<b>190</b>	<b>20</b>	<b>12</b>	<b>0</b>

**ESTIMATE OF LABOR COSTS:**

Labor Category	Hours	Rate	Extension
Principal	7	\$81.60	\$571.19
Project Manager	72	\$52.06	\$3,748.08
Project Engineer	190	\$44.07	\$8,374.21
Graduate Engineer	20	\$41.59	\$831.89
Admin Technician	12	\$35.94	\$431.34

Total Direct Labor Costs:	301	\$13,956.70
Direct Salary Costs plus Overhead		\$26,517.73

<b>Total Labor Costs</b>	<b>\$40,474.43</b>
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<b>Fixed Fee on Labor Costs (15%)</b>	<b>\$6,071.16</b>
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**ESTIMATE OF EXPENSES:**

Direct Expenses	Quantity	Rate	Extension
Flight	8	\$800.00	\$6,400.00
Per Diem	18	\$175.00	\$3,150.00
Computer Charge	301	\$5.55	\$1,670.55
Reproductions / Miscellaneous	1	\$200.00	\$200.00
Subconsultant - Barr Engineering	1	\$21,300.00	\$21,300.00

<b>Total Expenses</b>	<b>\$32,720.55</b>
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**SUMMARY:**

Total Labor Costs + Expenses + Fixed Fee	\$79,266.15
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<b>Estimated Total</b>	<b>\$79,300.00</b>
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