



June 25, 2026

Mr. Shawn Schloesser
Associate Director – Transportation Planning Services
City of Mankato
Intergovernmental Center
10 Civic Center Plaza
Mankato, MN 56001

Re: Mankato Regional Airport – Air Traffic Control Tower
Construction Administration Services

Dear Mr. Schloesser:

EXP U.S. Services Inc. (EXP) has been requested by the City of Mankato to provide a fee proposal for Construction Administration (CA) services for the MKT Air Traffic Control Tower (ATCT) project. Please see below for our understanding of the scope of work and fee associated with this request.

SCOPE OF PROJECT

It is our understanding that the construction phase services are to include typical project Construction Administration by EXP for the duration of the construction, which is assumed to be 61 weeks from construction notice to proceed (NTP) to substantial completion (SC) with an additional 8 weeks to final completion. It is anticipated that construction will begin in mid-October, 2026. Please see below for the scope of work and effort associated with each of these tasks. In addition, please reference the attached proposals from our subconsultants, TKDA, AJT and Braun, for their scope of work and fee. Subconsultants' fee is encompassed within the below total fee.

SCOPE OF BASIC SERVICES

For the Project described above, EXP shall provide the following tasks:

- Task A – Project Formulation
- Task B - Bidding and Permitting Phase Services
- Task C - Construction Administration Services
- Task D – B3 and Commissioning Services
- Task E – Post-Construction Services

Project Formulation

- Develop Construction Administration proposal scope and schedule with the City.
- Review preliminary schedule from the Construction Manager (CMaR) and provide comments.
- Review design subconsultants' proposals for applicable requirements.
- Development of Independent Fee Estimate (IFE) related documents for the City's use.

Bidding and Permitting:

- Preparation of Division 0 front end specifications in coordination with the Construction Manager at Risk.
- Virtual attendance at Pre-Bid meeting.

- Respond to Contractor's written requests for information (RFI) related to the content of the bidding documents during the bidding period. Proposal assumes 8 RFIs.
- Review of Contractor's properly prepared substitution requests, if any, and render opinion of acceptability or rejection.
- Issuance of addendum, if necessary, to the Issue for Bid documents to address any RFIs received during the bidding period. Proposal assumes a total of 2 addenda.
- Preparation of supplemental permit documents, including required permit applications, permit intake forms, and additional forms required by the City.
- Receive and review comments to EXP's permit documents from the AHJ.
- Incorporation of comments from the AHJ to EXP's permit documents.
- Resubmittal of permit documents if required, which incorporate AHJ review comments.
- Virtual participation in 1 follow up meeting with the AHJ to review comments received and how they have been addressed by EXP.
- Attendance at bi-weekly virtual agency coordination meetings with Owner, FAA and MnDOT. Proposal assumes 10 meetings and will be attended by the Project manager.
- Issuance of Issued for Construction (IFC) submittal to incorporate any bidding addendums and permit comments.

Construction Administration:

- Project administration services to include administrative tasks associated with project set up, logging of RFIs and submittals, subconsultant coordination, preparation of CAD and Revit files for Contractor use, accounting and contract management.
- Participate virtually in 1 pre-construction conference prior to commencement of work.
 - CMAr will administer the pre-construction conference, develop the agenda, and record and distribute meeting minutes. Attendees will include EXP's project manager and project architect.
- Review Contractor's overall project schedule at the start of construction for compliance with the overall project schedule and review monthly to monitor Contractor's conformance with the schedule and advise or otherwise comment on any adjustments necessary.
- Review Contractor's Schedule of Values at the start of construction.
- Attendance at virtual bi-weekly preconstruction meetings prior to official issuance of Construction Notice to Proceed. Proposal includes meeting duration from July 1, 2026 to mid-October 2026 – 8 meetings.
 - It is assumed that these preconstruction meetings will be on average one hour long and will be led by the CMAr. Attendance is assumed to include the CMAr, the City of Mankato and the design team. EXP attendees will include the project manager and the project architect.
- Attendance at weekly virtual construction progress meetings.
 - It is assumed that these construction progress meetings will be on average one hour long and will be led by the CMAr. Attendance is assumed to include the CMAr, subcontractors, FAA, City of Mankato, and the design team. EXP attendees will include the project manager and project architect, and additional engineers as necessary based on the status of construction activities.
- Attendance at bi-weekly virtual City of Mankato/FAA ADO/MnDOT Coordination Meetings. Proposal includes meeting duration from mid-October, 2026 to December 2027.

- It is assumed that these meetings will be on average one hour long and will be to provide overall project updates. EXP attendees would include the project manager or project architect.
- Interpret plans and specifications during construction. This includes unofficial RFI's and general questions from the CMaR and subcontractors.
- Respond to Contractor's written requests for information (RFI) relating to the content of the Drawings and Specifications.
- Review Contractor's Change Order claims for additional scope, fee or schedule extension and advise DAA on acceptability of such claims. EXP will work with the Contractor to resolve any claims so work can continue to progress without interruption.
- Review and take appropriate action upon receipt of complete and coordinated shop drawings and other required submittals from the Contractor. An average of two reviews of each submittal are included.
- Review of Quality Assurance Testing to include review of all quality assurance tests performed by the quality assurance testing subconsultant. In the event of a failed test result, the Contractor will be required to take corrective action and retest will be taken until passing results are achieved. EXP will review final quality assurance testing for compliance with the construction documents.
- Issue Construction Bulletins/Architect Supplemental Instructions (ASIs) if necessary to clarify the scope of the project.
- Evaluate and make recommendations concerning the acceptability of contractor-proposed substitution or "or-equal" materials and equipment.
- Review and advise on acceptability of Contractor's monthly payment requests and approve acceptable payment requests.
- Project Management to include administration of the project, related project administration tasks, invoicing, management of sub-consultants, project coordination, and project documentation.
- Perform site visits and construction observations at monthly intervals for the duration of construction (15 months) by architect and/or engineer depending on status of construction to become generally familiar with the progress and quality of the construction work and to determine in general if the work is being performed in a manner indicating that the work when completed will be in accordance with the contract documents. A written report will be issued to the Airport after each site visit to summarize observations made. It is assumed that each of these visits will include 2 people per visit and will be overnight visits including travel from Chicago to Mankato. Proposal assumes 4 trips by the project manager, 8 trips by the project architect, 8 trips by the structural engineer, 5 trips by Mechanical/Plumbing/Fire Protection engineer, and 5 trips by the electrical/telecom/security engineer.
- Upon Contractor's notification of Substantial Completion and concurrence by EXP's and FAA's on-site personnel, EXP will attend 2 site visits to the site by all disciplines to review the completed work. The first visit shall result in the issuance of a punch list identifying items the Contractor must complete and/or correct. The second visit shall be to confirm that the punch list items have been remedied by the Contractor or to report otherwise to the Airport. It is assumed that each of these visits will be overnight visits and will include travel from Chicago to Mankato. Each of the two visits will include attendance by six people, including the project architect, structural engineer, mechanical engineer, plumbing/fire protection engineer, electrical engineer and telecom/security engineer.

B3/Commissioning:

- Commissioning Services of systems as required by the General Commissioning and MEP Commissioning specification sustainability sections. Scope to include:
 - Virtual Commissioning Kick off Meeting.
 - Review of RFI's, Bulletins, ASIs, and Change Orders for impact on commissioning.
 - Review of Contractor submittals applicable to systems being commissioned for compliance with commissioning needs.
 - Development of commissioning plan.
 - Development and maintenance of Commissioning Issues Log.
 - Development of Contractor Pre-test Checklists (CPC) for all equipment to be commissioned.
 - Review the Contractor provided "start-up" documentation for the equipment to be commissioned. Finalize plans prior to start-up of the equipment.
 - Write the Functional Performance Test (FPT) procedures for equipment and systems, including manual functional testing and energy management control system trending.
 - Review the Test, Adjust, and Balance (TAB) report. This is to be done prior to any site visit.
 - Site visits: 1 during installation and startup activities, FPTs, Final Punch List Visit.
 - Coordinate, witness and document the FPT performed by installing contractors and coordinate re-testing as necessary.
 - Compile and issue a Final Commissioning Report.
- B3 efforts related to final design phase coordination with B3 as well as construction phase activities that are contributing to B3 certification. This includes review and response to B3 comments on the final design submittal as well as review of construction credit submittals to the B3 online platform, including material recycled content, EPDs, HPDs, and low emitting requirements, etc. This effort also includes assisting the CMAr in submittal of the required construction credits.

Post-Construction Phase:

- Review and process Contractor provided close-out documents, including operations and maintenance manuals, warranties, waivers of lien, and final payment applications.
- Provide project record documents based on Contractor provided red-line as-built documents.
- Participate in an 11-month post occupancy walk through with the Contractor, FAA, and the City to review the project prior to expiration of Contractor's one year warranty. It is assumed that this visit will be attended by 2 people and will be an overnight visit including travel from Chicago to Mankato. Attendance will include the project manager and project architect.

ADDITIONAL SERVICES (TO BASIC SERVICES)

Any services performed by EXP which are not identified above as Basic Services shall be considered Additional Services. Examples of Additional Services include but are not limited to:

1. Review of alternate design solutions proposed by Contractor.

2. Effort to address unforeseen conditions discovered which may impact the work.
3. Additional site visits beyond those identified above.
4. Shop drawing/submittal reviews in addition to the quantity stated above.
5. Excessive or unwarranted RFIs.
6. Participation in any activities during FAA's post construction commissioning efforts.

Compensation for Additional Services shall be on the basis of a negotiated lump sum fee(s).

SCHEDULE

Client to	Issue Construction NTP (mid-October 2026)
Substantial Completion	61 weeks post NTP
Final Completion	8 weeks post NTP

COMPENSATION

For Services as defined above, EXP U.S. Services Inc. shall be compensated an Hourly Not To Exceed fee of \$2,160,120.00. An estimate of the fee breakdown per discipline is included in the attached fee calculations spreadsheet. Please note that participation by individual disciplines may vary from this estimate, but total fee will not be exceeded without mutual agreement between EXP and the City of Mankato.

Fee Breakdown (see attached fee spreadsheet)

Project Formulation	\$10,250.00
Bidding/Permitting	\$49,020.00
Construction Administration	\$972,130.00
Commissioning/B3	\$77,960.00
Post Construction Phase	\$128,220.00
EXP Total	\$1,237,580.00
EXP Direct Costs	\$30,450.00
Subconsultants – Quality Assurance Testing (see attached proposal)	\$214,714.00
Subconsultants – Cab Equipment Installation Support (see attached proposal)	\$20,870.00
Subconsultants - Civil (see attached proposal)	\$656,500.00
TOTAL FEE	\$2,160,114.00

TERMS AND CONDITIONS

This Proposal and the Professional Services Agreement dated August 12, 2024 attached hereto shall form the basis of the Agreement between EXP U.S. Services Inc. and the City of Mankato. Additionally, in the preparation of our proposal we have made the following assumptions:

1. Proposal assumes up to one round of permit corrections by the AHJ will be required.
2. Construction duration is assumed to be 61 weeks from Contractor's Construction NTP to substantial completion and an additional 8 weeks to final completion and start of FAA commissioning period.

3. Proposal assumes that construction will be in a single phase and that drawings will not need to be repackaged to align with separate bidding/permitting and or construction packages.

We look forward to moving forward and continuing work on this project upon your approval of the above. Please contact the undersigned at 312.616.5059 to answer any questions you may have.

Sincerely,



Horeya Czaplewski, AIA
Project Manager



Timothy D. Neumann, AIA, NCARB
Executive Vice President

EXP U.S. Services Inc.

Attachments

xc: Jef Jakalski

ACCEPTED BY:

Signature

Printed Name

Agreed to this on _____ day of _____, 2026

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	Principal	Sr. Project Manager	Sr. Technical Architect	Architect Sr.	Architect Jr.	Structural Engineer Sr.	Structural Engineer Jr.	Mech/P/FP Engineer Sr.	Mech/P/FP Engineer Jr.	Electrical Engineer Sr.	Electrical Engineer Jr.	Commissioning/B3	Administrative Support
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Project Formulation	Hours	\$389.49	Hours	\$247.77	Hours	\$221.74	Hours	\$173.02	Hours	\$156.16	Hours	\$307.88	Hours	\$175.30	Hours	\$308.89	Hours	\$175.61	Hours	\$202.05	Hours	\$130.55	Hours	\$210.77	Hours	\$136.67	Rounded Up	
Develop proposal scope and schedule with the City	2	\$778.98	16	\$3,964.28		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	2	\$273.34		
Review preliminary schedule from the CMaR/provide comments		\$0.00	4	\$991.07		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		
Review subconsultant proposals		\$0.00	12	\$2,973.21		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		
Develop IFE documents		\$0.00	4	\$991.07		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	2	\$273.34		
SubTotal																											\$10,245.29	\$10,250.00
Bidding/Permitting	Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		\$0.00	
Preparation of Division 0 front end specifications		\$0.00	8	\$1,982.14		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Virtual attendance at Pre-Bid Meeting		\$0.00	2	\$495.54		\$0.00	2	\$346.04		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Review/respond to Bidder RFIs		\$0.00	8	\$1,982.14		\$0.00	8	\$1,384.17		\$0.00	4	\$1,231.52	4	\$701.20	4	\$1,235.56	8	\$1,404.87	4	\$808.20	4	\$522.19		\$0.00		\$0.00		\$0.00
Review/respond to substitution requests		\$0.00	4	\$991.07	4	\$886.96	8	\$1,384.17		\$0.00		\$0.00	4	\$1,235.56		\$0.00	4	\$808.20	4	\$522.19		\$0.00		\$0.00		\$0.00		\$0.00
Issuance of Addendum during bidding		\$0.00	8	\$1,982.14		\$0.00	8	\$1,384.17		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Review of Guaranteed Maximum Price (GMP) and provide comments		\$0.00	8	\$1,982.14		\$0.00	8	\$1,384.17		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Preparation of supplemental permit documents		\$0.00	4	\$991.07		\$0.00	4	\$692.08		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Review of Permit comments		\$0.00	8	\$1,982.14		\$0.00	8	\$1,384.17		\$0.00	4	\$701.20	4	\$1,235.56		\$0.00	4	\$808.20		\$0.00		\$0.00		\$0.00	4	\$546.68		\$0.00
Incorporation of permit comments into documents		\$0.00	4	\$991.07		\$0.00	4	\$692.08		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Resubmittal of documents		\$0.00	2	\$495.54		\$0.00	2	\$346.04		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Virtual participation in permit review meeting		\$0.00	1	\$247.77		\$0.00	1	\$173.02		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Bi-weekly Agency Coordination meetings with Owner, FAA and MnDOT		\$0.00	10	\$2,477.68		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Issue for Construction Submittal		\$0.00	8	\$1,982.14		\$0.00	8	\$1,384.17	16	\$2,498.50		\$0.00	8	\$1,402.40		\$0.00	16	\$2,809.74		\$0.00	8	\$1,044.37		\$0.00	0	\$0.00		\$0.00
SubTotal																											\$49,017.75	\$49,020.00
Construction Administration	Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours			
Project Administration Services		\$0.00	8	\$1,982.14		\$0.00	8	\$1,384.17	8	\$1,249.25		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	40	\$5,466.80		
Pre-Construction Meeting (virtual)		\$0.00	2	\$495.54		\$0.00	2	\$346.04		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		
Review of Contractor's project schedule monthly		\$0.00	15	\$3,716.51		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Review of Contractor's Schedule of Values		\$0.00	2	\$495.54		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Preconstruction Biweekly Meetings (virtual; assumed at 1 hr each from July 1, 2026 to mid-October 2026)		\$0.00	8	\$1,982.14		\$0.00	8	\$1,384.17		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Weekly Construction Progress Meeting (virtual; assumed at 1 hr each); 69 total		\$0.00	69	\$17,095.96		\$0.00	69	\$11,938.44		\$0.00	4	\$1,231.52	8	\$1,402.40	4	\$1,235.56	8	\$1,404.87	4	\$808.20	8	\$1,044.37		\$0.00		\$0.00		\$0.00
Biweekly City/FAA/MnDOT meetings (virtual; assumed at 1 hr each); 35 total		\$0.00	35	\$8,671.86		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Interpret Plans/Specs; unofficial RFIs and general questions		\$0.00	120	\$29,732.10	20	\$4,434.80	160	\$27,683.34	40	\$6,246.24	20	\$6,157.60	40	\$7,012.00	20	\$6,177.80	40	\$7,024.34	20	\$4,041.02	40	\$5,221.86	20	\$4,215.40		\$0.00		\$0.00
Review/respond to Contractor's RFIs		\$0.00	120	\$29,732.10	40	\$8,869.60	200	\$34,604.17		\$0.00	20	\$6,157.60	50	\$8,765.00	40	\$12,355.60	60	\$10,536.51	40	\$8,082.04	60	\$7,832.78	20	\$4,215.40		\$0.00		\$0.00
Review of Contractor's submitted Change Orders		\$0.00	60	\$14,866.05		\$0.00	60	\$10,381.25		\$0.00	8	\$2,463.04	8	\$1,402.40	10	\$3,088.90	20	\$4,041.02	40	\$5,221.86		\$0.00		\$0.00		\$0.00		\$0.00
Review/action of shop drawings/submittals		\$0.00	120	\$29,732.10	60	\$13,304.40	300	\$51,906.25	80	\$12,492.48	80	\$24,630.41	120	\$21,036.00	120	\$37,066.80	60	\$10,536.51	120	\$24,246.12	60	\$7,832.78	80	\$16,861.60		\$0.00		\$0.00
Review of Quality Assurance Testing		\$0.00	40	\$9,910.70	16	\$3,547.84	40	\$6,920.83		\$0.00	40	\$12,315.21	80	\$14,024.00	10	\$3,088.90	10	\$1,756.09	10	\$2,020.51	40	\$5,221.86		\$0.00		\$0.00		\$0.00
Issuance of Construction Bulletins/ASIs		\$0.00	24	\$5,946.42	24	\$5,321.76	120	\$20,762.50	40	\$6,246.24	20	\$6,157.60	40	\$7,012.00	40	\$12,355.60	20	\$4,041.02	40	\$5,221.86		\$0.00	80	\$10,933.60		\$0.00		\$0.00
Review of Contractor proposed substitutions		\$0.00	16	\$3,964.28		\$0.00	40	\$6,920.83		\$0.00	8	\$2,463.04	20	\$3,506.00	8	\$2,471.12	20	\$3,512.17	20	\$1,616.41	20	\$5,221.93		\$0.00		\$0.00		\$0.00
Review of Contractor's monthly payment requests		\$0.00	20	\$4,955.35		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
General Project Management	20	\$7,789.80	160	\$39,642.80		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Monthly site visits (x15 months); 30 people visits total (16 hours per site visit per person; including travel time (overnight stay) and progress report; assumes 2 ppl per visit) assumes PM = 4 trips; Sr A = 8 trips; Sr St =8 trips; Sr. M/P/FP = 5 trips; Sr. Elec = 5 trips;		\$0.00	64	\$15,857.12		\$0.00	128	\$22,146.67		\$0.00	64	\$19,704.33	64	\$11,219.20	40	\$12,355.60	40	\$7,024.34	40	\$8,082.04	40	\$5,221.86		\$0.00		\$0.00		\$0.00
Punch lists (x2); 12 people visits total (16 hours per site visit per person; including travel time (overnight stay) and punch list report; assumes 6 ppl at each site visit) assumes each visit will be attended by Sr A; Sr St; Sr M; Sr P/FP; Sr Elec; Sr Sec/Tele		\$0.00		\$0.00		\$0.00	32	\$5,536.67		\$0.00	32	\$9,852.16		\$0.00	64	\$19,768.96		\$0.00	64	\$12,931.26		\$0.00		\$0.00		\$0.00		\$0.00
SubTotal																											\$972,120.38	\$972,130.00
B3/Commissioning	Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours			
B3 Documentation and Submittal Reviews		\$0.00	20	\$4,955.35		\$0.00	40	\$6,920.83		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	80	\$16,861.60		\$0.00		
Commissioning		\$0.00	20	\$4,955.35		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	210	\$44,261.70		\$0.00		
SubTotal																											\$77,954.83	\$77,960.00
Post-Construction Services	Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Hours			
Close Out documents		\$0.00	40	\$9,910.70		\$0.00	40	\$6,920.83	24	\$3,747.74		\$0.00		\$0.00	8	\$2,471.12	16	\$2,809.74	8	\$1,616.41	8	\$1,044.37	40	\$8,430.80		\$0.00		
Record documents		\$0.00	40	\$9,910.70		\$0.00	80	\$13,841.67	120	\$18,738.72	8	\$2,463.04	40	\$7,012.00	16	\$4,942.24	80	\$14,048.69	8	\$1,616.41	40	\$5,221.86	0	\$0.00		\$0.00		\$0.00
11 month post occupancy (16 hours visit per person; including travel time (overnight stay); assumes 2 ppl at visit)		\$0.00	32	\$7,928.56		\$0.00	32	\$5,536.67		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
SubTotal																											\$128,212.26	\$128,220.00
SUBTOTAL FEE	22	\$8,568.78	1146	\$283,941.58	164	\$36,365.36	1420	\$245,689.60	328	\$51,219.17	308	\$94,827.08	486	\$85,195.80	392	\$121,084.88	418	\$73,404.38	374	\$75,567.07	378	\$49,346.55	450	\$94,846.50	128	\$17,493.76	\$1,237,550.52	\$1,237,580.00
Direct Costs																												
Flights (\$275 each; 42 total)	\$11,550.00																											
Hotels (\$150 per night; 42 total)	\$6,300.00																											
Per Diem (\$57/day assumes 1.5 days per person per trip; 42 total)	\$3,600.00																											
Car Rental (\$150)	\$4,500.00																											
Commissioning Direct Cost Allowance	\$4,500.00																											
Direct Costs Total	\$30,450.00																										\$30,450.00	\$30,450.00
SUBCONSULTANTS																												
TKDA - Civil CA -see attached proposal	\$656,500.00																											

Exhibit A: Scope of Services

June 22, 2026

Ms. Horeya Czaplewski
Senior Project Manager
EXP

Re: Scope of Services
Air Traffic Control Tower (ATCT) Construction Phase
Mankato Regional Airport (MKT)
TKDA Project No. 22270.002

Pursuant to our Subconsultant Agreement effective February 28, 2025, TKDA proposes to provide Engineering Services in connection with the **Air Traffic Control Tower Construction Phase** at the **Mankato Regional Airport (MKT)** hereinafter called the Project. Hereinafter, **EXP** is referred to as the CONSULTANT, and the City of MANKATO is referred to as the OWNER.

I. PROJECT DESCRIPTION

The Project provides for professional engineering services for the bidding/permitting and construction phase of a new Air Traffic Control Tower (ATCT) at the Mankato Regional Airport (MKT).

Professional Services to be provided by TKDA for the Project include the following major items of work:

- Task A – Grant Administration
- Task B – Bidding and Permitting Phase Services
- Task C – Construction Phase Services (Site Work)
- Task D – B3 Administration
- Task E – Post-Construction Services

Site construction is to include the following project elements as included in the FAA Air Traffic Control Tower Plans and Specifications:

- Parking Lot Construction
- Airport Lane Road Relocation and Extension
- Storm Sewer Construction
- Site Grading and Paving (including sidewalks, curb & gutter)
- Pavement Markings and Signage
- Security Fence and Gate
- Airfield Electrical Connections
- Public Utility Connections to Watermain, Sanitary Sewer, Natural Gas, and Communications
- Landscaping and Turf Establishment

The Project is to be funded with Federal (FAA), State (MnDOT Aeronautics) and Local funding sources.

Construction duration is assumed to be 61 weeks to substantial completion. Construction Notice to Proceed (NTP) is assumed to be issued on October 16, 2026.

II. SERVICES TO BE PROVIDED BY TKDA

The CONSULTANT has requested that TKDA provide the following services for the Project:

A. GRANT ADMINISTRATION

1. Develop Project Scope and Schedule with OWNER and CONSULTANT.
2. Review Preliminary Schedule from the Construction Manager (CMaR) and provide comments.

3. Prepare MnDOT Grant Request Letter and FAA Grant Application Package in accordance with MnDOT and FAA requirements. Submit grant application package to MnDOT and the FAA. [Proposal assumes 8 FAA grant applications required.]
4. Assist OWNER with Project-specific Capital Improvement Program (CIP) updates. Provide CIP information to MnDOT Aeronautics and the FAA.
5. Prepare and submit to FAA up to one Airport Layout Plan (ALP) update for Project-specific revisions.
6. Provide funding administrative assistance for grant management and reporting required by MnDOT and the FAA during the duration of the construction project. [Proposal assumes 83-week construction period.]
7. Prepare FAA Grant Closeout Report and submit to MnDOT and the FAA for approval. [Proposal assumes 8 FAA grant applications required.]

B. BIDDING AND PERMITTING PHASE

1. Review Guaranteed Maximum Price (GMP) as provided by the Construction Manager and provide comments.
2. Respond to Request for Interpretation (RFI) during bidding. [Proposal assumes 4 civil RFIs to be answered at a rate of 0.5 hours per RFI by the Senior Civil Engineer and 1 hour per RFI by the Registered Civil Engineer, and 4 electrical RFIs to be answered by the Senior Electrical Engineer at a rate of 1 hour per RFI.]
3. Issue Addenda, as needed, for project modifications after the bid advertisement. (Estimate 2 addenda)
4. Respond to Permitting Document comments, as required.
5. Resubmittal of construction documents, if required, which incorporate AHJ review comments. Proposal assumes up to one round of permit corrections may be required.
6. Prepare Issue for Construction (IFC) Documents to incorporate addendums and permit comments.
7. Attend Bi-weekly agency coordination meetings with OWNER, CONSULTANT, FAA, and MnDOT. [Proposal assumes 10 meetings at a rate of 1 hour per meeting to be attended virtually by the Vice President, Senior Registered Engineer, and Registered Engineer; with an additional 0.5 hours per meeting by the Senior Registered Engineer for meeting preparation.]

C. CONSTRUCTION PHASE

1. Review geotechnical and testing proposals for applicable requirements for civil site construction.
2. Attend Pre-construction Conference with OWNER, Construction Manager, and Contractors. (One virtual meeting attended by design staff. Project Engineer and Senior Civil Engineer to attend in person)
3. Attend Bi-weekly Preconstruction Meetings with the OWNER, CONSULTANT, and Construction Manager. [Proposal assumes bi-weekly from July 1 through October 16, 2026 – 8 meetings.]
4. Provide general construction consultation between the OWNER, CONSULTANT, and Construction Manager during the construction project. General construction consultation consists of discussion and correspondence related to informal, broad subjects such as project schedule, unforeseen site conditions, and similar items. [Proposal assumes 61-week construction period at a rate of 1 hour per week by the Senior Registered Engineer and Registered Engineer.]
5. Interpret Plans and Specifications during construction. Interpretation of plans and specifications consists of discussion and correspondence related to narrow, technical focused topics that is contract document-based such as detail interpretation, inquiries on testing requirements, and similar items revolving around design intent.
6. Review and respond to Contractor and Construction Manager Requests for Information (RFI). [Proposal assumes response of up to 12 RFIs for Civil Engineer and 10 RFIs for Electrical Engineer at 2 hours required per response.]

7. Review Contractor Submittals for conformance with plans and specifications. [Proposal assumes response of up to 24 submittals for Civil Engineer and 20 submittals for Electrical Engineer at 2 hours required per response.]
8. Attend weekly construction progress meetings. (Virtual meeting attended weekly by design staff. Senior Reg. Engineer and Project Engineer to attend in person weekly, as needed) [Proposal assumes 61-week construction period.]
9. Attend Bi-weekly agency coordination meetings with OWNER, CONSULTANT, FAA, and MnDOT. [Proposal assumes 31 meetings at a rate of 1 hour per meeting to be attended virtually by the Vice President, Senior Registered Engineer, and Registered Engineer; with an additional 0.5 hours per meeting by the Senior Registered Engineer for meeting preparation.]
10. Review weekly payrolls of prime contractors and all subcontractors for compliance with Federal and State wage rates. [Proposal assumes 61 weeks of payrolls during construction period and 11 weeks of payrolls post-substantial completion.]
11. Review partial payment requests for civil site work and verify schedule of value aligns with installed and executed work by the Contractor. [Proposal assumes 4 payments for review during site construction.]
12. Negotiate and process up to five (5) change orders for site work and airfield electrical.
13. Provide a Resident Project Representative (RPR) at the site for up to 60 days (10 hours per day) for general site construction, with a Reg Civil Engineer for up to 20 days (10 hour days). Graduate Electrical Engineer to be provided at the site for up to 20 days (10 hours per day) during airfield electrical work. The Resident Project Representatives will be TKDA's agent or employee under TKDA's supervision. The Resident Project Representative's dealings in matters pertaining to the on-site work shall be only with the OWNER, CONSULTANT, and the Contractor, and dealings with Subcontractors shall only be through or with full knowledge of the Contractor. Written communication with the OWNER and CONSULTANT will only be through or as described by TKDA. Through the observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, TKDA shall endeavor to provide further protection for the OWNER against defects and deficiencies in the work of the Contractor; but the furnishing of such Resident Project Representative will not make TKDA responsible for construction means, methods, techniques, sequences or procedures, or for the safety precautions or programs, or for the Contractor's failure to perform its work in accordance with the Contract Documents. [Proposal assumes 12-week construction period for site work and airfield electrical. Travel time is included within proposed hours.]
14. Conduct verification surveys during construction. [Proposal assumes 12 trips by the surveyor and one hour for survey processing per trip by the Registered Engineer and Graduate Engineer.]
15. Review Quality Assurance testing results for conformance with the material specifications.
16. Provide coordination with Utility Companies for relocation of their facilities during construction.
17. Prepare Airport Tenant Updates during civil site construction portions of the project. Indicate impacts to tenant access, parking, utility outages, and any other considerations that tenants should consider.
18. Prepare punchlist for civil site work construction, including landscaping.
19. Conduct final inspection of the civil site work and landscaping, along with the OWNER. [Proposal assumes site visit by Senior Registered Engineer, Registered Engineer, Graduate Electrical Engineer, and Landscape Architect.]

D. B3 ADMINISTRATION

1. Facilitate ongoing administration and documentation uploads within the B3 Tracking Tool for the Construction and Final Closeout phases. Coordinate with the Contractor, CONSULTANT, and the B3 Case Manager to resolve any construction-phase design deviations or clarifications. [Proposal assumes 12-week construction period for site work.]

2. Review contractor submittals for soil decompaction, compost amendment specifications, and vegetation installation to verify compliance with S3A, S3I, S3J, S4D. Conduct field visits to audit the implementation of the Site Soil Protection Zones (SSPZ) and verify that grading operations are not excessively compacting non-construction zones.
3. Compile the final B3-compliant Operations and Maintenance Manual for the dry detention basin, concrete pilot channel, and any localized filtration or pretreatment swales. Develop the mandatory operational-phase Chloride Management Plan (S.2E) to limit winter deicer impacts. Finalize all water metrics in the tracking system to secure final B3 sign-off at project completion.

E. POST-CONSTRUCTION PHASE

1. Prepare Construction Management Report and summary and provide to FAA.
2. Prepare the Project record drawings and submit to CONSULTANT.
3. Conduct as-built topographic survey and update basemaps.
4. Attend Bi-weekly agency coordination meetings with OWNER, CONSULTANT, FAA, and MnDOT. [Proposal assumes 6 meetings at a rate of 1 hour per meeting to be attended virtually by the Vice President, Senior Registered Engineer, and Registered Engineer; with an additional 0.5 hours per meeting by the Senior Registered Engineer for meeting preparation.]

III. ADDITIONAL SERVICES

If authorized in writing by the CONSULTANT, we will furnish or obtain from others Additional Services of the types listed below which are not considered as basic services under this Proposal. Additional Services shall be billable on an Hourly Time and Materials basis and such billings shall be over and above any maximum amounts set forth in this Proposal.

- A. Environmental Assessments.
- B. Professional Land Surveyor Services, other than those listed in SECTION II.
- C. Additional Site visits to MKT, other than those required for services listed in SECTION II.
- D. Preparation of DBE Program (beyond Contract-specific goals).
- E. Geotechnical and materials testing services.
- F. Radio Car Operator services.

IV. PERIOD OF SERVICE

We would expect to start our services promptly upon receipt of your written acceptance of this Proposal and estimate to complete SECTION II services in accordance with the schedules to be established for the Project.

A pre-construction phase will occur from June through Mid-October 2026. Anticipated schedule for the construction phase of the Project is for a 61-week construction period (to substantial completion) from October 2026 through December 2027.

V. COMPENSATION

Compensation to TKDA for services provided as described in SECTION II of this Proposal shall be on Hourly Time and Materials basis in an amount not to exceed **\$656,500.00**, as summarized below. Our detailed Project Fee Estimate is attached.

Section II.A: Grant Administration (HOURLY COST)	\$118,200.00
Section II.B: Bidding / Permitting Phase (HOURLY COST)	\$31,500.00
Section II.C: Construction Phase (HOURLY COST)	\$456,500.00
Section II.D: B3 Administration (HOURLY COST)	\$29,000.00
Section II.E: Post Construction Phase (HOURLY COST)	\$21,300.00

Not to Exceed Amount	\$656,500.00
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Payment shall be made in accordance with Article 4 of the Subconsultant Agreement.

The level of effort required to accomplish SECTION II services can be affected by factors which are beyond our control. Therefore, if it appears at any time charges for services rendered under SECTION II will exceed the above, we agree we will not perform services or incur costs which will result in billings in excess of such amount until we have been advised by you additional funds are available and our work can proceed.

VI. CONTRACTUAL INTENT

If this proposal is acceptable, please issue a Change Order to our Subconsultant Agreement.

Client:		EXP / City of Mankato														Date:	6/19/2026
Project:		Mankato Regional Airport - Federal Contract Tower - Construction Phase Engineering (61 week construction schedule, 12 weeks civil site work)														By:	RDR
Task	Task Description	Estimated Person Hours Required														Total Hours	Total Dollars
		Vice President	Sr Reg Civil Eng	Sr Reg Civil Eng	Reg Civil Engineer	Graduate Engineer	Sr Electrical Engineer	Elec Grad Engineer	Sr Elec Spec	Landscape Architect	B3 Specialist	Lead Airport Planner	GIS Specialist	Surveyor	Admin		
	Billing Rate/Hr x Multiplier	\$ 351	\$ 265	\$ 185	\$ 162	\$ 116	\$ 265	\$ 117	\$ 279	\$ 177	\$ 212	\$ 162	\$ 107	\$ 101	\$ 116		
A GRANT ADMINISTRATION (83 weeks)																	
1	Prepare Project Scope and Schedule	2	4		12											18	\$ 3,706
2	Review Preliminary CMAA Project Schedule		2		2											4	\$ 854
3	Prepare FAA Grant Application Package (8 grants)		32		64	64										160	\$ 26,272
4	Prepare Project-Specific CIP Updates		2		2	4										8	\$ 1,318
5	Prepare Project-Specific ALP Updates				2	2						16	16			36	\$ 4,860
6	Funding Administration Assistance (83 weeks)	8	83		125											216	\$ 45,053
7	Prepare FAA Grant Closeout(s) (8 grants)		32		96	96									8	232	\$ 36,096
																-	\$ -
	SUBTOTAL HOURS	10	155	-	303	166	-	-	-	-	-	16	16	-	8	674	
	SUBTOTAL COST	\$ 3,510	\$ 41,075	\$ -	\$ 49,086	\$ 19,256	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,592	\$ 1,712	\$ -	\$ 928		\$ 118,159
Expenses:																	
	Travel & Subsistence (TS)																\$ -
	Miscellaneous (M)																\$ -
	Reproduction & Reprographics (RR)																\$ -
	Subtotal Expenses																\$ -
SUBTOTAL - PHASE A																	\$ 118,159
ROUNDED - PHASE A (HOURLY COST)																	\$ 118,200
B BIDDING / PERMITTING PHASE (10 weeks)																	
1	Review GMP		4		8		2									14	\$ 2,896
2	Respond to Request for Interpretation (RFI) (8)		4		8		8									20	\$ 4,476
3	Prepare Addendum (2)		2		4	4	2	4							2	18	\$ 2,872
4	Respond to Permitting Comments		4		8			4		4					4	24	\$ 3,996
5	Resubmittal of Construction Documents		4		8			4								16	\$ 2,824
6	Prepare Issue for Construction (IFC) Documents		4		4	8	4	4		4					4	32	\$ 5,336
7	Attend Bi-weekly Agency Coordination Meetings (10)	10	15		10											35	\$ 9,105
																-	\$ -
	SUBTOTAL HOURS	10	37	-	50	12	16	16	-	8	-	-	-	-	10	159	
	SUBTOTAL COST	\$ 3,510	\$ 9,805	\$ -	\$ 8,100	\$ 1,392	\$ 4,240	\$ 1,872	\$ -	\$ 1,416	\$ -	\$ -	\$ -	\$ -	\$ 1,160		\$ 31,495
Expenses:																	
	Travel & Subsistence (TS)																\$ -
	Miscellaneous (M)																\$ -
	Reproduction & Reprographics (RR)																\$ -
	Subtotal Expenses																\$ -
SUBTOTAL - PHASE B																	\$ 31,495
ROUNDED - PHASE B (HOURLY COST)																	\$ 31,500
C CONSTRUCTION PHASE (61 weeks)																	
1	Review Geotechnical/Testing Proposal		4		4											8	\$ 1,708
2	Attend Preconstruction Conference (1 in-person/on-site meeting)		8		8	1	1	1								19	\$ 3,914
3	Attend Biweekly Preconstruction Meetings (8)		8		8											16	\$ 3,416
4	Construction Consultation (61 weeks)		61		61											122	\$ 26,047
5	Plan and Spec Interpretation		16		32	8										56	\$ 10,352
6	RFI Administration (20 RFIs)		12		24	8			20	4					8	76	\$ 15,212
7	Submittal Reviews (24 submittals)		24		48	16			40	16					8	152	\$ 30,912
8	Attend Weekly Progress Meetings (61 weeks)		183		183		32									398	\$ 86,621
9	Attend Bi-weekly Agency Coordination Meetings (31)	31	47		31											109	\$ 28,358
10	Conduct Payroll Reviews (72 weeks)				18										144	162	\$ 19,620
11	Review Contractor Partial Payments (4 payments)		2		16										8	26	\$ 4,050
12	Prepare Construction Changes (5 change orders)		10		40	10	10	10	10	5					16	111	\$ 19,641
13	Resident Project Representative (12 weeks)				200	600		200								1,000	\$ 125,400
14	Construction Verification Surveys (12 trips)				12	12								144		168	\$ 17,880
15	Review Quality Assurance Testing Results		8		16	12										36	\$ 6,104
16	Provide Utility Relocation Coordination		12		24											36	\$ 7,068
17	Prepare Airport Tenant Updates		12		12											24	\$ 5,124
18	Prepare Civil Site Punchlist		8		8			8		8						32	\$ 5,768
19	Conduct Final Inspection		8		8			8		8						32	\$ 5,768
																-	\$ -
	SUBTOTAL HOURS	31	423	-	753	667	43	227	70	41	-	-	-	144	184	2,583	
	SUBTOTAL COST	\$ 10,881	\$ 112,095	\$ -	\$ 121,986	\$ 77,372	\$ 11,395	\$ 26,559	\$ 19,530	\$ 7,257	\$ -	\$ -	\$ -	\$ 14,544	\$ 21,344		\$ 422,963
Expenses:																	
	Travel & Subsistence (TS)																\$ 30,000
	Miscellaneous (M)																\$ 3,000
	Reproduction & Reprographics (RR)																\$ 500
	Subtotal Expenses																\$ 33,500
SUBTOTAL - PHASE C																	\$ 456,463
ROUNDED - PHASE C (HOURLY COST)																	\$ 456,500
D B3 ADMINISTRATION																	
1	B3 Tracking Tool Administration (12 weeks)			12						24	40					76	\$ 14,948
2	Soil & Vegetation Construction Verification & Monitoring			36						24						60	\$ 10,908
3	Dry Detention Basin Operations & Maintenance Manual			12												12	\$ 2,220
																-	\$ -
	SUBTOTAL HOURS	-	-	60	-	-	-	-	-	48	40	-	-	-	-	148	
	SUBTOTAL COST	\$ -	\$ -	\$ 11,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,496	\$ 8,480	\$ -	\$ -	\$ -	\$ -		\$ 28,076
Expenses:																	
	Travel & Subsistence (TS)																\$ 900
	Miscellaneous (M)																\$ -
	Reproduction & Reprographics (RR)																\$ -
	Subtotal Expenses																\$ 900
SUBTOTAL - PHASE D																	\$ 28,976
ROUNDED - PHASE D (HOURLY COST)																	\$ 29,000
E POST-CONSTRUCTION PHASE (12 weeks)																	
1	Prepare Construction Management Report / Summary		2		16										1	19	\$ 3,238
2	Prepare Civil Site As-Built Record Drawings				1	48								16		65	\$ 7,346
3	Conduct Civil Site As-Built Survey				1	16								24		41	\$ 4,442
4	Attend Bi-weekly Agency Coordination Meetings (6)	6	9		6											21	\$ 5,463
																-	\$ -
	SUBTOTAL HOURS	6	11	-	24	64	-	-	-	-	-	-	-	40	1	146	
	SUBTOTAL COST	\$ 2,106	\$ 2,915	\$ -	\$ 3,888	\$ 7,424	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,040	\$ 116		\$ 20,489



Client:		EXP / City of Mankato														Date:		6/19/2026	
Project:		Mankato Regional Airport - Federal Contract Tower - Construction Phase Engineering (61 week construction schedule, 12 weeks civil site work)														By:		RDR	
Task	Task Description	Estimated Person Hours Required														Total Hours	Total Dollars		
		Vice President	Sr Reg Civil Eng	Sr Reg Civil Eng	Reg Civil Engineer	Graduate Engineer	Sr Electrical Engineer	Elec Grad Engineer	Sr Elec Spec	Landscape Architect	B3 Specialist	Lead Airport Planner	GIS Specialist	Surveyor	Admin				
	Billing Rate/Hr x Multiplier	\$ 351	\$ 265	\$ 185	\$ 162	\$ 116	\$ 265	\$ 117	\$ 279	\$ 177	\$ 212	\$ 162	\$ 107	\$ 101	\$ 116				
Expenses:																			
Travel & Subsistence (TS)																\$	700		
Miscellaneous (MI)																\$	150		
Reproduction & Reprographics (RR)																\$	-		
Subtotal Expenses																\$	850		
SUBTOTAL - PHASE E																\$	21,339		
ROUNDED - PHASE E (HOURLY COST)																\$	21,300		
TOTAL																\$	656,432		
TOTAL (ROUNDED)																\$	656,500		

May 1, 2026

Revised Proposal 10008770_001

Horeya Czaplewski
c/o: EXP U.S. Services, Inc.
City of Mankato
10 Civic Center Plaza
Mankato, MN 56001

Re: Revised Proposal for Special Inspection and Testing Services
City of Mankato - New Air Traffic Control Tower
3030 Airport Road North
Mankato, Minnesota

Dear Ms. Czaplewski:

Braun Intertec Corporation (Braun Intertec) submits this revised proposal to provide special inspections and construction materials testing services for the City of Mankato - New Air Traffic Control Tower project in Mankato, Minnesota.

We have completed the geotechnical evaluation, so we have a unique understanding of the site and construction challenges. We can aid the construction team by applying this experience and transferring our knowledge developed during the design phase which will provide professional continuity to the construction.

Our office is located within 10 miles of the site, minimizing travel times and trip expenses. This proximity also provides the opportunity to quickly mobilize to the site when unforeseen needs arise.

Our Understanding of the Project

We understand this project will include the construction of a replacement Air Traffic Control Tower (ATCT) with seven levels and a control cab, a single-story accessory building, and an equipment yard at the Mankato Regional Airport. The ATCT will have an elevator and stairwell. The accessibility building will have a footprint of 830 square feet, one-story, and be attached to the 102-foot-tall tower. The structures will have and be supported on a 6-foot-thick monolithic mat slab on 30-inch diameter auger cast-in-place piles. Above grade construction is a combination of structural steel framing with cast-in-place concrete walls with composite slabs/stairs and decks, and CMU partition walls.

Civil improvements include site grading with fills of up to about 8 feet for realignment of North Airport and Hangar Access Road. There will also be new utilities, exterior concrete pads/slabs, sidewalks, curb and gutters, fencing,

We understand that a thermal control plan for the mass concrete mat foundation is required. We are providing a proposal for those services as an option.



Available Information

This proposal was prepared using the following documents and information.

- Project plans (Issued for 70%) prepared by EXP U.S. Services, Inc., dated December 5, 2025.
- Commissioning Scope of Services dated April 2025.
- Project specifications (Issued for 70%) for New ATCT and Base Building Vol.1 and Vol. 2. prepared by EXP U.S. Services, Inc., dated December 13, 2024.
- Statement of Special Inspections prepared by EXP U.S. Services, Inc., dated March 27, 2026.
- Geotechnical Evaluation Report (B2501435), prepared by Braun Intertec Corporation, dated May 15, 2025.
- Project Schedule prepared by Knutson Construction dated November 5, 2025.
- Email communication from you on April 6th, 7th, and 28th, 2026 regarding an updated Special Inspections Schedule, project timeline, and Quality Control Testing Matrix Requirements.

Project Approach and Staff Qualifications

Special Inspections

Braun Intertec has adopted the International Code Council (ICC) Model Program for Special Inspection to develop the guiding principles for our special inspection program. This model was selected because it was designed by the ICC to assist owners, contractors and building officials in the understanding, administration, and enforcement of the special inspection requirements of the International Building Code (IBC). Currently, there are ICC certifications for soils, reinforced concrete, structural masonry, pre-tension/post-tension (pre-stressed) concrete, spray-applied fireproofing, structural steel and bolting, and structural welding.

Qualifications and Experience

ICC certified special inspectors, or qualified technicians working under the direction of a professional engineer will provide special inspections. An ICC certified special inspector is one who has successfully demonstrated their ability to understand the IBC, construction practices and how to read and understand construction documents. Through experience and examination, our ICC certified special inspectors have demonstrated their ability to provide special inspection services.

Inspections and Reporting

Our special inspectors summarize the nature, extent, and results of special inspection activities at the time they are performed on Special Inspection Daily Report forms submitted electronically to the general contractor's on-site personnel for review and records. These records can also be transmitted electronically to others who may want to review these documents on an agreed upon schedule. When unresolved discrepancies are noted, we will document the issues and work with the design and construction team to bring them to resolution. Special inspection final reports will be prepared and submitted upon completion as required by the requirements of the IBC.



Communications

Braun Intertec special inspectors will communicate the results of their inspections to the contractor and our supervising engineer each day special inspections are performed. We strive to have our special inspectors develop a working relationship with the project's structural engineer-of-record. We may attempt contact with the structural engineering consultant periodically to review the work being performed and to request clarifications and direction on any item that may require it.

Construction Materials Testing

Qualified technicians working under the direction of a professional engineer will provide the services. Experience and certification information is available upon request once we are provided with schedule information. Concrete technicians assigned to the project are ACI Concrete Field Testing Technician – Grade I certified to conduct the required concrete testing. Soil technicians are certified to use a nuclear gauge for soil density testing, so test results can be determined on site and evaluated once the required laboratory testing is completed. Field test results will be verbally reported daily to the general contractor on site, with written field and laboratory reports distributed shortly after.

Scope of Services

Services are performed under the direction of a licensed professional engineer on a periodic basis, depending on the construction schedule and when they are requested by the general contractor. After reviewing available information, we understand our scope of services for the project will be limited to the tasks defined below.

Deep Foundations Related Services

- Observe installation of auger cast-in-place (ACIP) piers on a continuous basis.
- Perform the associated grout sampling and testing and reinforcement observations related to the ACIP elements.
- Engineering oversight and review of the services provided.

Soil Related Services

- Observe and evaluate the soils exposed in excavations to determine if the soils are similar to those encountered with the geotechnical evaluation and approved deep foundation design submittals and suitable for support of fill or foundations. Our engineer can provide consultation for conditions that appear to differ from the geotechnical evaluation.
- Perform laboratory mechanical analyses (gradations) of prospective fill materials.
- Perform laboratory Proctor tests to determine the maximum Proctor dry densities and optimum moisture contents of prospective fill materials.



- Test compacted fill placed below building footprints and oversizing areas, below slabs and pavements, adjacent to walls, and in utility trenches, to determine if the relative compaction was achieved.
- Provide test-roll observations of the pavement subgrade soils and/or aggregate base layer to determine if the materials tested are capable of supporting concrete pavements.
- Engineering oversight and review of the services provided.

Concrete Related Services

- Observe concrete reinforcement placement.
- Observe the general placement of bolts and other embeds in the plastic concrete.
- Observe the installation of post-installed drilled/epoxied dowels on a periodic basis.
- Sample and test the plastic concrete for slump, air content, temperature and prepare test cylinders for laboratory compressive strength testing with ACI level 1 field technicians. We will perform concrete testing on structural items as required by the IBC. Though not required by the IBC we have included testing for the interior slab on grade, exterior sidewalks, curb and gutter, and pavement.
- Perform laboratory compressive strength testing of the concrete samples.

Structural Masonry Related Services

- Observe the structural masonry construction and grouting operation on a periodic basis.
- Sample masonry grout and prepare compressive strength prisms.
- Observe the preparation of masonry block prism samples.
- Perform structural masonry grout and structural masonry prism testing.

Pavement Related Services

- Perform laboratory mechanical analyses (gradations) of prospective fill materials.
- Perform laboratory Proctor tests to determine the maximum Proctor dry densities and optimum moisture contents of prospective fill materials.
- Test compacted fill placed below pavements to determine if the relative compaction was achieved.
- Provide test-roll observations of the pavement subgrade soils and/or aggregate base layer to determine if the materials tested are capable of supporting concrete and bituminous pavements.
- Perform laboratory testing on bituminous cores to determine percent air voids, mat density, and joint density. We assume the Contractor will perform coring and return the cores to our Mankato laboratory.



Structural Steel, Welding and Fireproofing Related Services

- Observe and test the structural steel welded and bolted connections in the field.
- Perform Magnetic particle Testing (MT) and Ultrasonic Testing (UT) to document condition of existing welds, if required.
- Observe and document the installation of the base plate anchor bolts.
- Observe and test the metal decking connections for orientation, sidelap fasteners, the hold down connections, and the placement of shear studs.
- Observe and test the spray-applied fireproofing for thickness.
- Observe and test application of intumescent paint.

Firestopping Observation Services

This project requires 3rd party firestop special inspection of through-penetration firestopping and fire-resistive joint systems under the State Building Code and adopted 2020 Minnesota State Building Code, Section 1705.17, and Table 1604.5. Under 2020 Minnesota State Building Code, Chapter 16, Table 1604.5 – this project falls into a High-Rise Hazard, Risk Category III Hazard, or Risk Category IV Hazard, or the project specifications require the inspection service. Chapter 1705.17 requires inspection of installed firestop systems by a qualified independent testing agency.

Our inspectors meet the requirements outlined in ASTM E2174, ASTM E2393, and ASTM E3038 for on-site inspection of installed firestops and have a minimum of two years of construction inspection experience. Our firestop inspectors are certificate holders issued by the International Firestopping Council (IFC) based on their testing requirements, and/or Factory Mutual (FM Global) according to their FM 4991 Designated Responsible Individual (DRI) testing requirement, and/or Underwriters Laboratory's (UL) Designated Responsible Individual (DRI) testing requirement and having completed coursework and training on proper procedures for inspection of firestop systems by our internal firestop Inspection training program.

Our special inspectors summarize the nature, extent and results of their special inspection activities at the time they are performed on Daily Inspection Forms that are submitted to the Authority Having Jurisdiction (AHJ or Building Official), Authorizing Authority (Architect of Record), general contractor's on-site personnel for their review and records, the installer(s), and the main project manager managing the project for Braun Intertec. Inspection forms will be sequentially numbered and will contain information about one type (per approved submitted system/Engineering Judgment, by installer) of firestop system. If multiple firestop systems are inspected in one day, then separate inspection forms will be prepared for each firestop system. The daily special inspection reports will become the basis for our final written report.

Firestop Submittal Review, Project Communication, and Reporting Services

- Provide review of the approved construction documents. This is at minimum,
 - The most current drawing package



- The firestop specifications section – CSI - 078400
- The approved firestop submittal, including all UL Listed assemblies and any engineering judgments to be used, and the product information
- Management, including scheduling of our field personnel and communication with the contractor, owner, building official, fabricator, and design team through our report distribution process.
- Transmit the daily field inspection reports within 24 to 48-hour basis to the project team; the installer, general contractor, owner, building official, and design team.

Firestopping Special Inspection Assumptions

- **Mandatory** Pre-construction meeting with General Contractor and Sub-Contractor(s).
- Review of contract documents, including drawings, specifications, submittals, and materials prior to installation.
- Coordination with the firestop installer(s) and general contractor with respect to scheduling.
- Safe access to all locations where firestop installations are required. No special site-specific training or gear is required to complete our scope of services.
- We have assumed nine trips to inspect installed firestop systems as noted in the construction documents for the project. Firestop inspection trips include coordination time, travel, construction meetings (as requested), mandatory pre-installation meetings, preparation of daily written reports for each inspected firestop system by each installer. Actual installation phasing and sequencing may modify the number of visits.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Less than 24 hours' notice may impact on our ability to perform the requested services, and the associated impacts will be the responsibility of others.
- Inspection guidelines will be based on IBC code required ASTM E2174 and ASTM E2393 inspection standards.
- Re-inspection or follow-up inspections will be charged on an hourly and/or unit pricing basis at the billing rates included.
- Final report when firestopping is completed.

Building Enclosure Testing

Building Enclosure Consulting, Observation and Testing Services are provided by the Braun Intertec Building and Structure Sciences Group based in Minneapolis, Minnesota. The Building and Structure Sciences Group is a team of Registered Architects, Professional Engineers, Consultants, and Field Technicians with certifications as Building Enclosure Commissioning Agent (BECxP, CxA+BE), Registered Roof Observer (RRO), Registered Exterior Wall Observer (REWO), Licensed Air Barrier Field Auditor, Certified Air Barrier Specialist (CABS), Certified EIFS Inspectors (CEI), FenestrationMaster Professional (FMPC), and Certified Infrared Thermographers (CIT). Braun Intertec is an AAMA-accredited Field Test Agency.



Whole Building Air Leakage Testing - ASHRAE 90.1-2019, Section 5.4.3.1.1

We will perform building air leakage testing according to ASTM E3158 – 18 – *Standard Test Method for Measuring the Air Leakage Rate of a Large or Multizone Building* (similar to ABAA T0001-2016 - *Standard Test Method for Building Enclosure Airtightness Compliance Testing*). Infrared thermography will be performed in accordance with ASTM E1186, 4.2.1 – *Standard Practice for Air Leakage Site Detection in Building Envelopes and Air Barrier Systems* during testing. We provide the following:

- Review construction documents for understanding of specific building enclosure details, products, and installation methods as a basis for the field-testing activities. Communicate testing procedures and requirements for field testing to project team.
- Attend and facilitate an onsite pre-test meeting the afternoon before testing. Agenda to include the test plan, building preparation, mechanical equipment shutdown, schedule of test events, and other items.
- Provide labor, materials, and equipment to perform the Blower Door Test. This does not include building preparation for the test.
- The contractor will provide and complete the building preparation for testing before Braun Intertec arrives on site. A pre-test checklist will be provided for the building preparation and discussed in the on-site pre-test meeting.
- The contractor should suspend construction activities during the testing period.

Project Management and Reporting Services

- Review test results and observation reports, transmit results to the project team following completion of observation and/or testing activities, and prepare required final reports.
- Management, including scheduling of our field personnel and communication with the contractor, owner, and design team.

Building Enclosure Observations and Testing Assumptions

- Safe access to the locations requiring observations and testing to be provided by the General Contractor.
- Approved submittal packages should be submitted for review prior to a minimum of 72 hours prior to our arrival on site.
- A minimum of two weeks' notice for scheduling testing is required.
- We assume testing at grade level, roofs, and/or terraces. We do not include costs for aerial lift equipment or scaffolding that may be required.
- Re-inspection or additional testing due to nonconformance will be provided at the Unit Rates in the attached tabulation.



Optional: Mass Concrete Consulting

A two-dimensional thermal model through the thinnest section of the monolithic six-foot-thick mat slab placement will be developed based on the theoretical heat generation from the proportions of the mix design. The model will be used to evaluate the maximum internal temperature and differential between the element core and near surface temperatures based on various ambient temperatures, concrete delivery temperatures, and insulation inputs.

A thermal control plan will be provided that will include modeled temperatures, as well as required concrete delivery temperatures, insulation requirements for curing, sensor locations for monitoring, and any other measures needed to maintain thermal control in the field.

Understanding that the inputs for the thermal model are subject to inherent variation, the actual internal and near-surface temperatures will be monitored by installing temperature probes into the mass concrete structure during placement. Braun Intertec will provide temperature monitoring services including rental of a temperature monitoring system, installation of the temperature sensors, and a report of the temperature data through the thermal control period. It is assumed that the Contractor will assist Braun Intertec personnel with gaining access to the structures to install the temperature sensors.

Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- This project will begin in October of 2026 and will be substantially complete in late 2027.
- We understand the mat slab/pile cap will be placed monolithically. Based on the volume of concrete anticipated and the rate of placement, we propose to provide two technicians for the duration of the placement. We assume a testing frequency of 50 cubic yards.
- We were not provided with the approved design submittal or schedule for the installation of the ACIP piles. Based on our experience with similar projects, we assume the installation will take six working days and have assumed we will be required to be on site full-time for 10 hours.
- Assumptions regarding the number of trips for special inspections and testing are outlined in the attached cost estimate table. If the project schedule changes and designs are finalized, please review this proposed scope of work to determine if the project's needs and budget will be met.
- The masonry construction will require inspections to be completed every time grout is placed. Grout will not be placed with high lift grout techniques.



- We assume the structural steel fabricator will be AISC certified and review of quality control manual or inspections of the fabrication shop are **not** required. If this assumption is not correct, please call us and we will provide a cost estimate for the fabrication shop inspections.
- We assume the tower will be constructed at a rate of one wall, one deck, and one stair placement per floor.
- We assume five cylinders will be cast per concrete set and any field cures will be cast as directed by the architect and will be invoiced per the attached unit rates.
- We assume the contractor will perform bituminous pavement coring at 8 total locations and transport the samples to our Mankato office for laboratory testing.
- No special site-specific training or gear is required to complete our scope of services.
- Parking will be available on site for our vehicles.
- We assume there will be a **Mandatory** Pre-construction meeting with General Contractor and Sub-Contractor(s).
- Safe access to all locations where firestop installations are required. No special site-specific training or gear is required to complete our scope of services.
- We have assumed nine trips to inspect installed firestop systems as noted in the construction documents for the project. Firestop inspection trips include coordination time, travel, construction meetings (as requested), mandatory pre-installation meetings, preparation of daily written reports for each inspected firestop system by each installer. Actual installation phasing and sequencing may modify the number of visits.
- Inspection guidelines will be based on IBC code required ASTM E2174 and ASTM E2393 inspection standards.
- Re-inspection or follow-up inspections will be charged on an hourly and/or unit pricing basis at the billing rates included.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.



Cost

We will furnish the services described in this proposal for the estimated fees shown below:

Services (Task)	Estimated Fee
Special Inspections and Construction Materials Testing (1)	\$ 178,017
Firestopping Observations and Testing (2)	\$ 18,035
Building Enclosure Air-Leakage Testing (3)	\$ 10,529
Optional Mass Concrete Consulting (4)	\$ 8,133
Total	\$ 214,714

A tabulation showing hourly and unit rates associated with our proposed scope of services is attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal business hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges based on conversations with the contractor. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you monthly.



General Remarks

We based the proposed fee on the scope of services described and the assumption that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule. If anything in this proposal is not consistent with your requirements, please let us know immediately.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement. To accept this proposal and authorize us to proceed, please sign and return it to us in its entirety.

We appreciate the opportunity to present this proposal to you. We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components. Braun Intertec will not release any written reports until we have received a signed agreement. Ordering services from Braun Intertec constitutes acceptance of the terms of this proposal.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Ian Breitlow at 319.423.2317 or ibreitlow@braunintertec.com.

Sincerely,

Braun Intertec Corporation

Ian D. Breitlow, PE

Project Engineer

Philip E. Bailey, PE

Associate Director, Senior Engineer

Attachments:

Fee Estimate

Quality Control Testing Matrix

General Conditions (11/04/2024)

The proposal is accepted, and Braun Intertec is authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Fee Estimate
10008770_001
City of Mankato - New Air Traffic Control Tower

Client:
City of Mankato

Work Site Address:
3030 Airport Road North
Mankato, Minnesota 56001

	Qty/Hours	Rate	Amount
Task 1: Special Inspections and Construction Materials Testing			
Subtask 1.1: Field, Laboratory, Management and Engineering			\$178,017.00
Subtask 1.1.1: Soil Observations and Testing			\$19,120.00
Soil Observations	16.00	115.00	\$1,840.00
Site Grading	4 Trips @ 2 Hr	8.00	
Foundation Excavations	4 Trips @ 2 Hr	8.00	
Soil Compaction Testing - Nuclear	105.00	105.00	\$11,025.00
Hangar Access Road	7 Trips @ 3 Hr	21.00	
N. Airport Road	6 Trips @ 3 Hr	18.00	
Utility Trench Backfill	7 Trips @ 3 Hr	21.00	
Int. Slab Fill	4 Trips @ 3 Hr	12.00	
Foundation Wall Backfill	8 Trips @ 3 Hr	24.00	
Soil Sample pick-up	6.00	105.00	\$630.00
Project Engineer	4.00	225.00	\$900.00
Trip Charge - CMT Trip Charge	42.00	25.00	\$1,050.00
Nuclear moisture-density meter charge, per hour	105.00	35.00	\$3,675.00
Subtask 1.1.2: Concrete Observations and Testing			\$51,435.00
Concrete Observations	114.00	115.00	\$13,110.00
Mat Slab	1 Trip @ 5 Hr	5.00	
Elevated Decks/Beams	12 Trips @ 3 Hr	36.00	
Foundation Walls	4 Trips @ 1 Hr	4.00	
Stairs	16 Trips @ 1 Hr	16.00	
Landings	8 Trips @ 1 Hr	8.00	
Tower Walls	8 Trips @ 3 Hr	24.00	
Slabs on Grade	4 Trips @ 1 Hr	4.00	
Equipment Pads	3 Trips @ 1 Hr	3.00	
Exterior Pads	2 Trips @ 1 Hr	2.00	
Drilled/Epoxied Embeds	4 Trips @ 3 Hr	12.00	
Concrete Testing	263.00	105.00	\$27,615.00
Mat Slab	1 Trips @ 3 Hr	3.00	
Elevated Decks/Beams	12 Trips @ 4 Hr	48.00	
Foundation Walls	4 Trips @ 3 Hr	12.00	
Stairs	16 Trips @ 3 Hr	48.00	
Landings	8 Trips @ 3 Hr	24.00	
Tower Walls	8 Trips @ 4 Hr	32.00	
Slabs on Grade	4 Trips @ 3 Hr	12.00	
Equipment Pads	3 Trips @ 3 Hr	9.00	
Concrete Paving	15 Trips @ 3 Hr	45.00	
Sidewalks	6 Trips @ 3 Hr	18.00	
Curbs	4 Trips @ 3 Hr	12.00	
Concrete Cylinder Pick Up	77.00	105.00	\$8,085.00
Cylinder Pickups	77 Trips @ 1 Hr	77.00	

		Qty/Hours	Rate	Amount
	Trip Charge - CMT Trip Charge	105.00	25.00	\$2,625.00
	Subtask 1.1.3: Masonry Observations and Testing			\$6,660.00
	Masonry Observations	54.00	115.00	\$6,210.00
	Masonry Observations 16 Trips @ 3 Hr	48.00		
	Sample Prep and Pickup 2 Trips @ 3 Hr	6.00		
	Trip Charge - CMT Trip Charge	18.00	25.00	\$450.00
	Subtask 1.1.4: Structural Steel and Fireproofing			\$23,675.00
	2nd Shift Technician - Steel Special Inspector	135.00	145.00	\$19,575.00
	Girt Tube at Stairwell 7 Trips @ 5 Hr	35.00		
	Moment Connections 4 Trips @ 5 Hr	20.00		
	Shear Studs, Decking, Bolting 4 Trips @ 5 Hr	20.00		
	Light Gauge Framing 4 Trips @ 5 Hr	20.00		
	Fireproofing Observations 4 Trips @ 5 Hr	20.00		
	Intumescent Paint 4 Trips @ 5 Hr	20.00		
	MT powder, per pound	1.00	37.00	\$37.00
	MT Yoke equipment, per day	4.00	37.00	\$148.00
	Trip Charge - NDE Trip Charge	27.00	145.00	\$3,915.00
	Subtask 1.1.5: Pavement Observations and Testing			\$5,840.00
	Soil Compaction Testing - Nuclear	18.00	105.00	\$1,890.00
	Aggregate Base 2 Trips @ 3 Hr	6.00		
	Select Granular 4 Trips @ 3 Hr	12.00		
	Soil Sample pick-up	4.00	105.00	\$420.00
	Project Engineer	4.00	225.00	\$900.00
	Proofroll Observations	15.00	115.00	\$1,725.00
	Pavements 5 Trips @ 3 Hr	15.00		
	Trip Charge - CMT Trip Charge	11.00	25.00	\$275.00
	Nuclear moisture-density meter charge, per hour	18.00	35.00	\$630.00
	Subtask 1.1.6: Laboratory Services			\$39,002.00
	Compressive strength of 2x2 mortar cube (ASTM C 109)	78.00	43.00	\$3,354.00
	ACIP Grout 13 Sets @ 6 Qty	78.00		
	Soil Proctor MD Relationship (Modified) ASTM D1557 each	3.00	278.00	\$834.00
	Granular (Non-Cohesive) P-154 1 Ea @ 1 Qty	1.00		
	Aggregate Base P208 1 Ea @ 1 Qty	1.00		
	Crushed Aggregate Base P209 1 Ea @ 1 Qty	1.00		
	Soil Proctor MD Relationship (Standard) ASTM D698 each	7.00	225.00	\$1,575.00
	Proposed Fill Materials 6 Ea @ 1 Qty	6.00		
	Subgrade Excavation (P-126) 1 Ea @ 1 Qty	1.00		
	Soil Sieve Analysis with 200 wash, each	6.00	190.00	\$1,140.00
	Concrete Compressive Strength Cylinders ASTM C39 each	610.00	35.00	\$21,350.00
	Mat Slab 10 Sets @ 5 Qty	50.00		
	Elevated Decks/Beams 26 Sets @ 5 Qty	130.00		
	Foundation Walls 4 Sets @ 5 Qty	20.00		
	Stairs 16 Sets @ 5 Qty	80.00		
	Landings 8 Sets @ 5 Qty	40.00		
	Tower Walls 22 Sets @ 5 Qty	110.00		
	Slabs on Grade 8 Sets @ 5 Qty	40.00		
	Equipment Pads 3 Sets @ 5 Qty	15.00		
	Concrete Paving 15 Sets @ 5 Qty	75.00		
	Curbs 4 Sets @ 5 Qty	20.00		
	Sidewalks 6 Sets @ 5 Qty	30.00		
each	Masonry Grout Prism Compressive strength ASTM C 1314	3.00	80.00	\$240.00
each	Masonry Hollow Prism Compressive strength ASTM C 1314	3.00	265.00	\$795.00
	Thickness/Density, laboratory determination	8.00	58.00	\$464.00
	Adhesion/Cohesion Testing, per test	8.00	46.00	\$368.00
	Masonry Net area determination ASTM C140 each	3.00	70.00	\$210.00

	Qty/Hours	Rate	Amount
Asphalt Thickness and Density of Core ASTM D3549 each	8.00	76.00	\$608.00
MnDOT Asphalt Verification, per sample	8.00	1,008.00	\$8,064.00
Subtask 1.1.7: Project Management and Engineering			\$24,060.00
Senior Engineer II - Senior Project Manager	8.00	245.00	\$1,960.00
Project Assistant	20.00	95.00	\$1,900.00
Project Control Specialist II	10.00	145.00	\$1,450.00
Project Manager	70.00	225.00	\$15,750.00
Final Report - Special Inspection Final Report	1.00	3,000.00	\$3,000.00
Subtask 1.1.8: Auger-Cast-In-Place Pile Observations and Testing			\$8,225.00
Deep Foundations Observations	70.00	115.00	\$8,050.00
ACIP Pile Installation 7 Trips @ 10 Hr	70.00		
Trip Charge - CMT Trip Charge	7.00	25.00	\$175.00
Task 1 Total:			\$178,017.00
Task 2: Firestopping Special Inspections			
Subtask 2.1: Firestopping Observations			\$13,185.00
Firestopping Observations	81.00	145.00	\$11,745.00
Firestopping Observations 9 Trips @ 9 Hr	81.00		
Trip Charge - Firestopping	9.00	160.00	\$1,440.00
Subtask 2.2: Firestopping Project Management and Reporting			\$4,850.00
Project Manager - Firestopping Manager	20.00	225.00	\$4,500.00
Project Assistant	2.00	95.00	\$190.00
Trip Charge - Firestopping	1.00	160.00	\$160.00
Task 2 Total:			\$18,035.00
Task 3: Building Enclosure Air Leakage Testing (Blower Door)			
Subtask 3.1: Air Leakage Test			\$9,047.00
Test Plan and Pre-Test Meeting	1.00	750.00	\$750.00
Pre-Test Meeting Onsite	1.00	550.00	\$550.00
Blower Door Test, each	1.00	3,000.00	\$3,000.00
Blower Door Equipment Set, each	1.00	902.00	\$902.00
Infrared Camera, per day	1.00	345.00	\$345.00
Mobilization - Mpls Team	1.00	3,500.00	\$3,500.00
Subtask 3.2: Building Enclosure Management and Reporting			\$1,482.00
Project Assistant	1.00	95.00	\$95.00
Project Control Specialist II	1.00	145.00	\$145.00
Project Consultant	2.00	197.00	\$394.00
Senior Consultant	4.00	212.00	\$848.00
Task 3 Total:			\$10,529.00
Task 4: Optional Mass Concrete Consulting			
Subtask 4.1: Thermal Control Plan and Monitoring			\$8,133.00
Concrete Observations	4.00	115.00	\$460.00
Project Assistant	2.00	95.00	\$190.00
Project Control Specialist II	2.00	145.00	\$290.00
Project Engineer - Concrete Science	3.00	243.00	\$729.00
Trip Charge - CMT Trip Charge	2.00	25.00	\$50.00
Thermal Control Plan	1.00	4,774.00	\$4,774.00
Command Center Autocollector, max 6 months	1.00	1,008.00	\$1,008.00
Temperature Maturity Sensor (Maximum 15 foot lead)	8.00	79.00	\$632.00
Task 4 Total:			\$8,133.00
Project Total			\$214,714.00

Mankato Regional Airport - Federal Contract Tower

Table 2 Material Acceptance Testing

Specification	Description	Test Procedure	Requirements	Responsibility
31 23 00	Subgrade Excavation (P-152)			
1	Proctor (Standard)	ASTM D698	-	Testing Agency
2	Moisture-Density	ASTM D6938	95% Density ±2% Opt. Moisture	Testing Agency
3	Proof Roll	20T Dual Wheel Dump Truck	<1" deflection <1" deformation	Contractor
31 23 00	Common Borrow (Cohesive) (P-152)			
1	Proctor (Standard)	ASTM D698	-	Testing Agency
2	Moisture-Density	ASTM D6938	95% Density ±2% Opt. Moisture	Testing Agency
3	Liquid Limit / Plastic Limit	ASTM D4318	LL < 35 PI < 15	Contractor
31 23 00	Granular (Noncohesive) (P-154)			
1	Proctor (Modified)	ASTM D1557	-	Testing Agency
2	Moisture-Density	ASTM D6938	95% Density ±2% Opt. Moisture	Testing Agency
3	Gradation	ASTM C117/C136	Per spec	Contractor
4	Liquid Limit / Plastic Limit	ASTM D4318	LL < 25 PI < 6	Contractor
32 11 23	Aggregate Base (P-208)			
1	Proctor (Modified)	ASTM D1557	-	Testing Agency
2	Moisture-Density	ASTM D 1557	100% Density	Testing Agency
3	Gradation	ASTM C117/C136	Per spec	Contractor
4	Liquid Limit / Plastic Limit	ASTM D4318	LL < 25 PI < 5	Contractor
5	Resistance to Degradation	ASTM C131	50% Max.	Contractor
6	Fractured Faces	ASTM D5821	Min. 60% 2 Faces Min. 75% 1 face	Contractor

32 11 24	Crushed Aggregate Base (P-209)			
1	Proctor (Modified)	ASTM D1557	-	Testing Agency
2	Moisture-Density	ASTM D 1557	100% Density	Testing Agency
3	Gradation	ASTM C117/C136	Per spec	Contractor
4	Liquid Limit / Plastic Limit	ASTM D4318	LL < 25 PI < 5	Contractor
5	Resistance to Degradation	ASTM C131	45% Max.	Contractor
6	Fractured Faces	ASTM D5821	Min. 90% 2 Faces Min. 98% 1 face	Contractor
32 02 00	Asphalt Mix Pavement (MnDOT 2360)			
1	Source Quality Control per MnDOT 2360	Per 2360 spec requirements		Contractor
2	Air Voids	Per 2360 spec requirements		Testing Agency
3	Mat Density	Per 2360 spec requirements		Testing Agency
4	Joint Density	Per 2360 spec requirements		Testing Agency
32 02 00	Cement Concrete Pavement (MnDOT 2301)			
1	Slump	Per 2301 spec requirements		Testing Agency
2	Air Content	Per 2301 spec requirements		Testing Agency
3	Temperature	Per 2301 spec requirements		Testing Agency
4	Compressive Strength	Per 2301 spec requirements		Testing Agency
32 16 01	Concrete Curbing & Walks			
1	Slump	ASTM C94	Max. 3 inch	Testing Agency
2	Air Content	ASTM C94	5 to 7%	Testing Agency
3	Compressive Strength	ASTM C94	4,000 psi at 28-days	Testing Agency
33 11 13	Watermain Construction (Mankato 2018)			
1	Pressure/Leakage	Per spec requirements		Contractor
2	Bacteria	Per spec requirements		Contractor
3	Electrical Continuity (tracer wire)	Per spec requirements		Contractor
4	Disinfection	AWWA C651-05		Contractor
33 31 00	Sanitary Sewer Construction (Mankato 2018)			
1	Air/Pressure	Per spec requirements		Contractor
2	Deflection	Per spec requirements		Contractor
3	Exfiltration	Per spec requirements		Contractor

BRAUN INTERTEC GENERAL CONDITIONS

SECTION 1: AGREEMENT

1.1 Agreement. This agreement consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between Consultant and Client and supersedes all prior negotiations, representations or agreements, either written or oral.

1.2 Parties to the Agreement. The parties to this Agreement are the Braun Intertec entity ("Consultant") and the client ("Client") as described in the accompanying written proposal or authorization. Consultant and Client may be individually referred to as a Party or collectively as the Parties.

SECTION 2: SCOPE OF SERVICES

2.1 Services. Consultant will provide services ("Services") in connection with the project ("Project") which are specifically described in this Agreement. Client understands and agrees that Consultant's Services are limited to those which are expressly set forth in this Agreement.

2.2 Additional Services. Any Services not specifically set forth in the Agreement constitute "Additional Services." Additional Services must be agreed upon in writing by the Parties prior to performance of the Additional Services and may entitle Consultant to additional compensation and schedule adjustments. Additional compensation will be based upon Consultant's then current rates and fees.

SECTION 3: PERFORMANCE OF SERVICES

3.1 Standard of Care. Consultant will perform its professional Services consistent with the degree of care and skill exercised by members of Consultant's profession performing under similar circumstances at the same time and in the same locality in which the professional Services are performed. CONSULTANT DISCLAIMS ALL STATUTORY, ORAL, WRITTEN, EXPRESS, AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PERFORMANCE OF SERVICES IN A GOOD AND WORKMANLIKE MANNER.

3.2 Written Reports and Findings. Unless otherwise agreed in writing, Consultant's findings, opinions, and recommendations will be provided to Client in writing and may be delivered via electronic format. Client agrees not to rely on oral findings, opinions, or recommendations.

3.3 Observation or Sampling Locations. Locations of field observations or sampling described in Consultant's report or shown on Consultant's sketches reference Project plans or information provided by others or estimates made by Consultant's personnel. Consultant will not survey, set, or check the accuracy of those points unless Consultant accepts that duty in writing. Client agrees that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. Client accepts the inherent risk that samples or observations may not be representative of items not sampled or seen and further that site conditions may vary over distance or change over time.

3.4 Project Site Information. Client will provide Consultant with prior environmental, geotechnical and other reports, specifications, plans, and information to which Client has access about the Project site and which are necessary for Consultant to carry out Consultant's Services. Client agrees to provide Consultant with all plans, changes in plans, and new information as to Project site conditions until Consultant has completed its Services.

3.5 Subsurface Objects. To the extent required to carry out Consultant's Services, Client agrees to provide Consultant, in a timely manner, with information that Client has regarding buried objects at the Project site. Consultant will not be responsible for locating buried objects or utilities at the Project site unless expressly set forth in this Agreement, or expressly required by applicable law. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects or utilities that were not properly marked or identified or of which Client had or should have had knowledge but did not timely notify Consultant or correctly identify on the plans Client or others furnished to Consultant. Consultant, from time to time, may hire a third party to locate underground objects or utilities and, unless otherwise expressly stated in this Agreement, such action shall be for the sole benefit of Consultant and in no way will alleviate Client of its responsibilities hereunder.

3.6 Hazardous Materials. Client will notify Consultant of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any Project site or in any sample or material provided to Consultant. Client agrees to provide Consultant with information in Client's possession or control relating to such samples or materials. If Consultant observes or suspects the presence of contaminants not anticipated in this Agreement, Consultant may terminate Services without liability to Client or to others, and Client will compensate Consultant for fees earned and expenses incurred up to the time of termination.

3.7 Supervision of Others. Consultant shall have no obligation to supervise or direct Client's representatives, contractors, or other third parties retained by Client. Consultant has no authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Client, Client's representatives, contractors, or other third parties retained by Client.

3.8 Safety. Consultant will provide a health and safety program for its employees as well

as reasonable personal protective equipment ("PPE") typical for the performance of the Services provided by this Agreement and as required by law. Consultant shall be entitled to compensation for all extraordinary PPE required by Client. Client will provide, at no cost to Consultant, appropriate Project site safety measures which are necessary for Consultant to perform its Services at the Project location or work areas in connection with the Project. Consultant's employees are expressly authorized by Client to refuse to work under conditions that may, in an employee's sole discretion, be unsafe. Consultant shall have no authority over or be responsible for the safety precautions and programs, or for security, at the Project site (except with respect to Consultant's own Services and those of its subconsultants).

3.9 Project Site Access and Damage. Client will provide or ensure access to the site. In the performance of Services some Project site damage is normal even when due care is exercised. Consultant will use reasonable care to minimize damage to the Project site. Unless otherwise expressly stated in this Agreement, the cost of restoration for such damage has not been included in the estimated fees and will be the responsibility of the Client.

3.10 Monitoring Wells. To the extent applicable to the Services, monitoring wells are Client's property, and Client is responsible for monitoring well permitting, maintenance, and abandonment unless otherwise expressly set forth in this Agreement.

3.11 Contaminant Disclosures Required by Law. Client agrees to make all disclosures related to the discovery or release of contaminants that are required by law. In the event Client does not own the Project site, Client acknowledges that it is Client's duty to inform the owner of the Project site of the discovery or release of contaminants at the site. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, penalties, or losses and expenses, including attorney fees, related to Client's failure to make any disclosure required by law or for failing to make the necessary disclosure to the owner of the Project site.

SECTION 4: SCHEDULE

4.1 Schedule. Consultant shall complete its obligations within a reasonable time and shall make decisions and carry out its responsibilities in a manner consistent with the Standard of Care. Specific periods of time for rendering Services or specific dates by which Services are to be completed are provided in this Agreement. If Consultant is delayed in the performance of the Services by actions, inactions, or neglect of Client or others for whom Client is responsible, by changes ordered in the Services, or by other causes beyond the control of Consultant, including force majeure events, then the time for Consultant's performance of Services shall be extended and Consultant shall receive payment for all expenses attributable to the delay in accordance with Consultant's then current rates and fees.

4.2 Scheduling On-Site Observations or Services. To the extent Consultant's Services require observations, inspections, or testing be performed at the Project site, Client understands and agrees that Client, directly or indirectly through its authorized representative, has the sole right and responsibility to determine and communicate to Consultant the scheduling of observations, inspections, and testing performed by Consultant. Accordingly, Client also acknowledges that Consultant bears no responsibility for damages that may result because Consultant did not perform such observations, inspections, or testing that Client failed to request and schedule. Client understands that the scheduling of observations, inspections, or testing will dictate the time Consultant's field personnel spend on the job site and agrees to pay for all services provided by Consultant due to Client's scheduling demands in accordance with Consultant's then current rates and fees.

SECTION 5: COST AND PAYMENT OF SERVICES

5.1 Cost Estimates. Consultant's price or fees provided for in this Agreement are an estimate and are not a fixed amount unless otherwise expressly stated in this Agreement. Consultant's estimated fees are based upon Consultant's experience, knowledge, and professional judgment as well as information available to Consultant at the time of this Agreement. Actual costs may vary and are not guaranteed or warranted.

5.2 Payment. Consultant will invoice Client on a monthly basis for Services performed. Client will pay for Services as stated in this Agreement together with costs for Additional Services or costs otherwise agreed to in writing within thirty (30) days of the invoice date. Unless otherwise stated in this Agreement or agreed to in writing, Consultant's costs for all services performed will be based upon Consultant's then current rates, fees, and charges. No retainage shall be withheld by Client. All unpaid invoices will incur an interest charge of 1.5% per month or the maximum allowed by law.

5.3 Other Payment Conditions. Consultant will require Client credit approval and Consultant may require payment of a retainer fee. Client agrees to pay all applicable taxes. Client's obligation to pay for Services under this Agreement is not contingent on Client's ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, Client's successful completion of any project, receipt of payment from a third party, or any other event.

5.4 Third Party Payment. Provided Consultant has agreed in writing, Client may request Consultant to invoice and receive payment from a third party for Consultant's Services. Consultant, in its sole discretion, may also require the third party to provide written acceptance of all terms of this Agreement. Neither payment to Consultant by a third party nor a third party's written acceptance of all terms of this Agreement will alter Client's rights and responsibilities under this Agreement. Client expressly agrees that

the Agreement contains sufficient consideration notwithstanding Consultant being paid by a third party.

5.5 Non-Payment. If Client does not pay for Services in full as agreed, Consultant may retain work not yet delivered to Client and Client agrees to return all Project Data (as defined in this Agreement) that may be in Client's possession or under Client's control. If Client fails to pay Consultant in accordance with this Agreement, such nonpayment shall be considered a default and breach of this Agreement for which Consultant may terminate for cause consistent with the terms of this Agreement and without liability to Client or to others. Client will compensate Consultant for fees earned and expenses incurred up to the time of termination. Client agrees to be liable to Consultant for all costs and expenses Consultant incurs in the collection of amounts invoiced but not paid, including but not limited to attorney fees and costs.

SECTION 6: OWNERSHIP AND USE OF DATA

6.1 Ownership. All reports, notes, calculations, documents, and all other data prepared by Consultant in the performance of the Services ("Project Data") are instruments of Consultant's Services and are the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto, of Project Data.

6.2 Use of Project Data. The Project Data of this Agreement is for the exclusive purpose disclosed by Client and, unless agreed to in writing, for the exclusive use of Client. Client may not use Project Data for a purpose for which the Project Data was not prepared without the express written consent of Consultant. Consultant will not be responsible for any claims, damages, or costs arising from the unauthorized use of any Project Data provided by Consultant under this Agreement. Client agrees to hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, and expenses, including attorney fees, arising out of such unauthorized use.

6.3 Samples, Field Data, and Contaminated Equipment. Samples and field data remaining after tests are conducted, as well as field and laboratory equipment that cannot be adequately cleansed of contaminants, are and continue to be the property of Client. Samples may be discarded or returned to Client, at Consultant's discretion, unless within fifteen (15) days of the report date Client gives Consultant written direction to store or transfer the samples and materials. Samples and materials will be stored at Client's expense.

6.4 Data Provided by Client. Electronic data, reports, photographs, samples, and other materials provided by Client or others may be discarded or returned to Client, at Consultant's discretion, unless within 15 days of the report date Client gives Consultant written direction to store or transfer the materials at Client's expense.

SECTION 7: INSURANCE

7.1 Insurance. Consultant shall keep and maintain the following insurance coverages:

- a. Workers' Compensation: Statutory
- b. Employer's Liability: \$1,000,000 bodily injury, each accident | \$1,000,000 bodily injury by disease, each employee | \$1,000,000 bodily injury/disease, aggregate
- c. General Liability: \$1,000,000 per occurrence | \$2,000,000 aggregate
- d. Automobile Liability: \$1,000,000 combined single limit (bodily injury and property damage)
- e. Excess Umbrella Liability: \$5,000,000 per occurrence | \$5,000,000 aggregate
- f. Professional Liability: \$2,000,000 per claim | \$2,000,000 aggregate

7.2 Waiver of Subrogation. Client and Consultant waive all claims and rights of subrogation for losses arising out of causes of loss covered by the respective insurance policies.

7.3 Certificate of Insurance. Consultant shall furnish Client with a certificate of insurance upon request.

SECTION 8: INDEMNIFICATION, CONSEQUENTIAL DAMAGES, LIABILITY LIMITS

8.1 Indemnification. Consultant's only indemnification obligation shall be to indemnify and hold harmless the Client, its officers, directors, and employees from and against those damages and costs incurred by Client or that Client is legally obligated to pay as a result of third party tort claims, including for the death or bodily injury to any person or for the destruction or damage to any property, but only to the extent proven to be directly caused by the negligent act, error, or omission of the Consultant or anyone for whom the Consultant is legally responsible. This indemnification provision is subject to the Limitation of Liability set forth in this Section 8.

8.2 Intellectual Property. Client agrees to indemnify Consultant against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by Client or others on behalf of Client.

8.3 Mutual Waiver of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREUNDER, NEITHER CONSULTANT NOR CLIENT SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, OR LOSS OF USE OR RENTAL, LOSS OF PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF PROFIT OR REVENUE OR COST OF FINANCING, OR OTHER SUCH SIMILAR AND RELATED DAMAGE ASSERTED IN THIRD PARTY CLAIMS, OR CLAIMS BY EITHER PARTY AGAINST THE OTHER.

8.4 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY IN THE AGGREGATE OF CONSULTANT, CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED

CONSULTANT'S PERFORMANCE OF THE SERVICES OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS AND OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, INDEMNIFICATION OBLIGATIONS OR BREACH OF WARRANTY, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY CONSULTANT OR \$50,000, WHICHEVER IS GREATER.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 Services Prior to Agreement. Directing Consultant to commence Services prior to execution of this Agreement constitutes Client's acceptance of this unaltered Agreement in its entirety.

9.2 Confidentiality. To the extent Consultant receives Client information identified as confidential, Consultant will not disclose that information to third parties without Client consent. Additionally, any Project Data prepared in performance of the Services will remain confidential and Consultant will not release the reports to any third parties not involved in the Project. Neither of the aforesaid confidentiality obligations shall apply to any information in the public domain, information lawfully acquired from others on a nonconfidential basis, or information that Consultant is required by law to disclose.

9.3 Relationship of the Parties. Consultant will perform Services under this Agreement as an independent contractor, and its employees will at all times be under its sole discretion and control. No provision in this Agreement shall be deemed or construed to create a joint venture, partnership, agency or other such association between the Parties.

9.4 Resource Conservation and Recovery Act. To the extent applicable to the Services, neither this Agreement nor the providing of Services will operate to make Consultant an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation and Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from any claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.

9.5 Services in Connection with Legal Proceedings. Client agrees to compensate Consultant in accordance with its then current fees, rates, or charges if Consultant is asked or required to respond to legal process arising out of a proceeding related to the Project and as to which Consultant is not a party.

9.6 Assignment. This Agreement may not be assigned by Consultant or Client without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

9.7 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended, or will be construed, to confer upon or give any person or entity other than Consultant and Client, and their respective permitted successors and assigns, any rights, remedies, or obligations under or by reason of this Agreement.

9.8 Termination. This Agreement may be terminated by either Party for cause upon seven (7) days written notice to the other Party. Should the other Party fail to cure and perform in accordance with the terms of this Agreement within such seven-day period, the Agreement may terminate at the sole discretion of the Party that provided the written notice. The Client may terminate this Agreement for its convenience. If Client terminates for its convenience, then Consultant shall be compensated in accordance with the terms hereof for Services performed, reimbursable costs and expenses incurred prior to the termination, and reasonable costs incurred as a result of the termination.

9.9 Force Majeure. Neither Party shall be liable for damages or deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, including but not limited to acts of God, acts of civil or military authority, embargoes, pandemics, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes or lock-outs, declared states of emergency, and changes in laws, statutes, regulations, or ordinances.

9.10 Disputes, Choice of Law, Venue. In the event of a dispute and prior to exercising rights at law or under this Agreement, Consultant and Client agree to negotiate all disputes in good faith for a period of 30 days from the date of notice of such dispute. This Agreement will be governed by the laws and regulations of the state in which the Project is located and all disputes and claims shall be heard in the state or federal courts for that state. Client and Consultant each waive trial by jury.

9.11 Individual Liability. No officer or employee of Consultant, acting within the scope of employment, shall have individual liability for any acts or omissions, and Client agrees not to make a claim against any individual officers or employees of Consultant.

9.12 Severability. Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

9.13 Waiver. The failure of either Party hereto to exercise or enforce any right under this Agreement shall not constitute a release or waiver of the subsequent exercise or enforcement of such right.

9.14 Entire Agreement. The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provision of Services by Consultant to Client. This Agreement may be amended only by a written instrument signed by both Parties. In the event Client issues a purchase order or other documentation to authorize Consultant's Services, any conflicting or additional terms of such documentation are expressly excluded from this Agreement.



AJT ENGINEERING INC

Mankato Regional Airport ATCT Engineering Services Cost Proposal Communications and Weather System Design New Airport Traffic Control Tower

FAA Support

Support coordination of equipment installation phasing and scheduling between the FAA, FAA Tech Ops, Airport, pending Air Traffic FCT Controllers.

Support biweekly meetings 8 months prior to expected CO of construction.

Airport owned Communications and Weather Equipment Installation Support

Review Airport owned equipment for conformity with plans. Respond to inquiries during the installation period roof top and equipment rooms.

Review Shop drawings, samples, certifications, and other submittals of the Contractor for conformance to the drawings and specifications.

Review Buy American requirements on all submittals

Conduct Pre-Construction meetings to discuss operational safety during installation, project access, and construction schedule with installers.

Virtual, Part Time RPR services at approximately 1 hours per day for communications equipment installation. Provide a prefinal site visit and coordinate final inspection with EXP personnel. Installation is expected to take place over a 2 week period.

Approve or negotiate as appropriate the contractor's applications for payment and supplemental data.

Support FAA Commissioning if required.

Task	Engr Mgr \$275	Designer \$155	Total
Bidding Support, RFIs and Review	16		\$4,400
Coordinate status meetings - 26 meetings	14	14	\$6,020
Submittal Review	8		\$2,200
RFI Review/Response	8		\$2,200
FAA Coordination for FTI and Mission Support	12		\$3,300
Pay Application Review	8		\$2,200
On Site Inspection	2		\$550
Total	68	14	\$20,870