

**Professional Services Agreement
Amendment No. 14**

between

**the City of Luverne, Minnesota (the Sponsor, Owner) and
DeWild Grant Reckert and Associates Company (d/b/a DGR Engineering)
(the Engineer/Consultant)**

for the

**Construct T-Hangar (51'x126'), Taxilane (411'x52.5'), and Apron
Construction Phase Services
Luverne Municipal Airport (LYV)**

The original Professional Services Agreement between the Owner and Consultant was dated June 25, 2013 for development at the Luverne Municipal Airport (LYV). The Agreement shall be modified to include the services indicated in this Amendment No. 14. Unless specifically modified in this Amendment, all provisions of the original Agreement remain in full force and effect.

PROJECT DESCRIPTION: Construct T-Hangar (51'x126'), Taxilane (411'x52.5'), and Apron Project (Construction Phase Services). Provide professional engineering services for the design phases of the referenced project.

ATTACHMENTS TO THE AGREEMENT: The following attachments are incorporated by reference and made part of this Agreement:

- Attachment 1: Scope of the Project and Scope of Professional Services (6 pages)
- Attachment 2: Fee and Schedule Provisions (1 page)
- Attachment 3: Conceptual Project Sketch (1 page)
- Included by Reference: Project is as described in the 2026 CIP pre-grant application submitted on August 8, 2026
- Included by Reference: Computation of Cost; submitted separately (5 pages)
- Included by Reference: Federal Contract Provisions for A/E Agreements, updated March 17, 2026

IN WITNESS THEREOF, the parties hereto have executed this Amendment.

APPROVED:

DGR Engineering (Engineer, Consultant)

By: Brian D. Meyer
Brian D. Meyer, P.E. – Vice President

Date: 4-22-2026

City of Luverne, Minnesota (Sponsor, Owner)

By: _____
Pat Baustian, Mayor

Date: _____

Sponsor Attest:

By: _____
Title: _____

**Attachment 1
Scope of the Project and Scope of Professional Services**

**Construct T-Hangar (51'x126'), Taxilane (411'x52.5'), and Apron
Luverne Municipal Airport (LYV), Luverne, Minnesota**

SCOPE OF THE PROJECT

The project includes the construction of a 5-Unit T-Hangar with associated Taxilane at the Luverne Municipal Airport (LYV) and will have the general title of Construct T-Hangar (51'x126'), Taxilane (411'x52.5'), and Apron. The project is further defined in the FAA Grant Preapplication documents submitted to the Federal Aviation Administration on August 8, 2025.

The project will include multiple funding sources including FAA Airport Improvement Program (AIP) and FAA Airport Infrastructure Grants (AIG/IIJA) funding for the hangar and portions of the taxilane construction. A MnDOT Aeronautics State Only grant is anticipated for the remaining portion of the taxilane as indicated by MnDOT's State Only second grant offer letter.

Design and Bidding phase services were included in the previous scope and are not included in this scope.

The following services are identified in this Scope of Professional Services:

Construction Phase Services

1. Construction Administration
2. Construction Surveys
3. Quality Assurance (QA) Testing Services
4. Resident Observation

Project Administration and Closeout

5. Administration and Closeout

Anticipated Project Schedule for Construction Phase Services:

Task	Date Completed
Execute Engineering Agreement	April 28, 2026
Receipt of Bids (Bid Opening)	April 7, 2026
Submit Grant Application (Design Only)	May 1, 2026
Construction Contracts Executed	July 2026
Notice to Proceed	July 2026
Construction Begin	August 2026
Construction Complete	July 2027
Submit Project Closeout	October 2027

SCOPE OF PROFESSIONAL SERVICES

The work to be performed by the Consultant under this contract shall be in accordance with Attachment 2 - Fee Provisions and encompass and include all detail work, services, materials, equipment and supplies necessary for the Consultant to perform the following services. Worked being performed will be in accordance with Local, State, and Federal laws, regulations, and guidelines along with the requirements

set forth by the Federal Aviation Administration (FAA) and Minnesota Department of Transportation (MnDOT). The level of effort anticipated for each task is as shown in the hourly computations submitted separately.

CONSTRUCTION PHASE SERVICES

1. Construction Administration:

- a. Project Scoping with Owner and FAA.
 - i. Review and confirm the project scope with the Owner and FAA, update the scope as needed based on input received.
 - ii. Conduct a project review and pre-project field examination.
 - iii. Coordinate with FAA on project and grant related matters.
 - iv. Preliminary review with regulatory agencies.
 - v. Provide summary report of project findings to the FAA.
- b. Scope of Services, Hourly Negotiations and Agreement.
 - i. Prepare a Detailed Scope of Services and Schedule based on the outcome of the Project Scoping with the Owner and FAA. Submit to the Owner and FAA for approval. The Consultant anticipates one edit based on Owner review and one edit based on FAA review.
 - ii. Upon approval from the Owner and FAA, the Consultant will provide a detailed hourly breakdown with associated fees for review and approval by the Owner.
 - iii. Prepare the Professional Services Agreement (PSA) for review and approval by the Owner.
 - iv. Prepare and coordinate subconsultant agreements and incorporate into the Professional Services Agreement (PSA).
- c. Consultation, Meetings, and Administration.
 - i. Attend Airport Board or City Council meetings. It is anticipated these meetings will be in conjunction with other site visits.
 - ii. Four (4) in-person meetings anticipated at the City Hall. The following Consultant staff are anticipated to participate:
 1. Project Engineer
 2. Technician 4
 - iii. Provide miscellaneous project administration and coordination duties not specifically addressed in other project related tasks.
 - iv. Confer with the Owner and project stakeholders on project requirements, schedules, and other pertinent matters affecting the project.
 - v. Provide consultation, advice and interpretation to the Owner, Contractor and others as necessary during all phases of the project.
 - vi. Prepare reporting documentation as required by governing agencies.
- d. Preconstruction Conference.
 - i. Coordinate, attend and participate in the preconstruction conference with the Owner and Contractor.
 - ii. Prepare meeting minutes and distribute within three calendar days of the meeting.
 - iii. The following Consultant staff are anticipated to participate:
 1. Project Engineer
 2. Technician 4
- e. Construction Observation Plan (COP).
 - i. Not required and not included.
- f. Shop Drawing Review.

- i. Review and approve shop drawings submitted by Contractor for compliance with plans and specifications.
 - ii. Shop Drawing Log will be maintained throughout the course of the project and will be provided to the Contractor and Owner.
- g. Requests for Information (RFI).
 - i. Review Contractor's RFIs.
 - ii. Coordinate with Owner and prepare and respond to the Contractor.
- h. Construction Progress Meetings.
 - i. Conduct construction progress meetings with Contractor, Owner and others to discuss ongoing construction.
 - ii. Prepare minutes of meetings and distribute within three calendar days of the meeting.
 - iii. Six (6) in person meetings anticipated at City Hall or the airport. The following Consultant staff are anticipated to participate:
 - 1. Project Engineer
 - 2. Technician 4 (anticipated to already be on site, time included in Resident Observation task)
- i. Interpretation.
 - i. Provide interpretation of plans and specifications.
- j. Substantial Completion/Punch List Inspection.
 - i. Coordinate and conduct pre-final inspection with all parties.
 - ii. Prepare a summary report of the final inspection, including a punch list of work items that must accomplish to complete the project.
 - iii. Verify completion of punch list items.
 - iv. Certify when the project work completed is in substantial compliance with the plans, specifications and contract documents and that such work is recommended for acceptance.
 - v. The following Consultant staff are anticipated to participate:
 - 1. Project Engineer
 - 2. Technician 4 (anticipated to already be on site, time included in Resident Observation task)
- k. Final Inspection
 - i. Coordinate and conduct final inspection with all parties.
 - ii. Follow up on any new deficient work or punch items not satisfactorily completed.
 - iii. The following Consultant staff are anticipated to participate:
 - 1. Project Engineer
 - 2. Technician 4
- l. Pay Estimate Reviews.
 - i. Review and authorize Contractor pay estimates and provide explanation of variation between contract and final quantities.
- m. Change Orders.
 - i. Prepare, assist with negotiations and recommend approval of change orders as required.
 - ii. All change orders shall be processed in accordance with FAA SOP 7.00, Standard Operating Procedure for Airport Improvement Program Construction Project Change Orders and reviewed by FAA prior to execution.
- n. Payroll Reviews.

- i. Perform payroll compliance reviews for verifying compliance with project wage rate requirements.
- o. FAA Flight Check Coordination.
 - i. Not applicable and not included.
- p. Subconsultant Coordination.
 - i. Coordinate with applicable subconsultants to support the project goals and timelines.
- q. In-House Administration.
 - i. Provide general internal project administration and coordination including:
 1. In-house staff review of the project's progress.
 2. Review of project goals.
 3. Team assignments and responsibilities.
 4. Project budgets and schedules.
 5. Monthly invoicing.
 6. Contract requirements and obligations.
 7. Coordinate the activities of subconsultants.
- r. As-Built Record Drawings.
 - i. Maintain record drawings from redline or working drawings prepared by Engineer and Contractor as accumulated during the course of construction.
 - ii. Provide one printed set and a PDF set of the final record as-built drawings to the Owner.
 - iii. Distribute a PDF set to the FAA and MnDOT for review and signatures.
- s. Update Airport Layout Plan.
 - i. Included in previous Professional Services Agreement.
- t. Update Airport Terminal Area Plan.
 - i. Not applicable and not included.
- u. Update Airport Master Record 5010 Form.
 - i. Not applicable and not included.
- v. Update Airport Diagram
 - i. Not applicable and not included.
- w. Update Part 139 Sign and Marking Plan.
 - i. Not applicable and not included.

2. Construction Surveys:

- a. Project Survey Control.
 - i. Provide project survey control to facilitate the excavation and construction of the site improvements.
 - ii. Provide as Follows:
 1. Horizontal and vertical control points and benchmarks.
 2. The following Consultant staff are anticipated to participate:
 - a. Technician 4
 - b. Technician 3
- b. Quantity Verification.
 - i. Provide measurements or surveys as required to validate other construction quantities in accordance with FAA General Provision 90-01 Measurement of Quantities.
 1. The following Consultant staff are anticipated to participate:
 - a. Technician 4

- b. Technician 3
- c. Aeronautical Survey.
 - i. Not applicable and not included.

3. Quality Assurance (QA) Testing Services:

- a. Quality Assurance (QA)/Quality Control(QC) Materials Testing Services.
 - i. Provide materials testing services for the construction project as identified in the technical specifications of the Project Manual as the Sponsors responsibility.
 - ii. Arrange for materials testing during construction and review, evaluate, and approve test reports of materials incorporated into project.
 - iii. DGR will have a subconsultant contract with an independent testing firm to provide materials testing.
 - iv. Coordinate with the testing subconsultant to conduct and report required tests.

4. Resident Observation:

- a. Resident Project Representative (RPR).
 - i. Provide Resident Project Representative (RPR) as required for the observation of construction activities.
 - ii. Full-time inspection is anticipated during active construction phases at 40 hours per week for five (5) weeks. The level of effort is as identified in the Computation of Cost and anticipates a construction period as identified in the contract documents.
 - iii. Observation includes:
 - 1. Compliance with Contract Documents – Check construction activities to monitor compliance with the plans and specifications.
 - 2. Documentation – Document progress, quantities and percentages of work, tests performed, inspections made, and work accepted, problems encountered, and instructions given, field changes and adjustments approved. Maintain records required to document the work. Prepare daily inspection reports. Prepare weekly construction progress and inspection report, including construction progress photos, using FAA Form 5370-1 or approved equivalent. Each weekly report shall include several construction progress photos of sufficient quantity to provide the FAA Program Manager with a general understanding of the week’s work.
 - 3. Measure and Compute Quantities – All materials incorporated in the work and items of work completed.
 - 4. Wage Rate Interviews – Conduct an estimated three project-site interviews using GSA Form 1445. Payroll records will be provided to the Owner at the completion of the project, or at intervals during the project as requested.
 - 5. Utility and Testing Coordination – Coordinate project activities with utility companies and materials testing firm.
 - 6. Assist with construction surveys to identify the limits of the work, to determine elevations and grades, to locate physical features discovered during the course of construction, and to calculate quantities of materials

either removed or utilized on the project. Survey data will be incorporated into the as-built record drawings. Survey data will be used to generate CADD files, sketches, and details.

PROJECT ADMINISTRATION AND CLOSEOUT

5. Administration and Closeout:

- a. Owner Reimbursement Requests:
 - i. Prepare and submit to the Owner draft grant reimbursement request forms for Owner review for the appropriate grants.
 - ii. Upon Owner review and approval of draft grant reimbursement requests, the Consultant will submit to the appropriate funding agency for reimbursement.
- b. Grant Quarterly Reporting:
 - i. Prepare and submit the required FAA Quarterly Reports each quarter for the appropriate grants. Eight (8) quarterly reports are anticipated. Form includes:
 1. 5100-140
- c. Grant Annual Reporting:
 - i. Prepare and submit the required FAA Annual Reports for the appropriate grants. Two (2) annual reports are anticipated. Forms include:
 1. SF271
 2. SF425
- d. QA/QC Internal Review.
 - i. Conduct internal reviews on the pre-grant and grant applications.
- e. Grant Closeout.
 - i. Prepare and submit the necessary project/grant closeout documentation and reports for the appropriate grants.
- f. Expenses.
 - i. The Consultant will incur certain project related expenses during this phase of the work which may include but limited to: meals, lodging, mileage costs at the IRS allowable rate per mile, overnight shipping, plans, photocopies, photographic materials, equipment rental, survey materials, and miscellaneous vendor invoices. These expenses will be included in the Consultant's contract with the Owner.

SERVICES NOT INCLUDED:

- a. *Any services not specifically identified.*

Attachment 2

Fee and Schedule Provisions

Determination of Fees and Payments

For full and complete compensation for all work, materials, and services furnished under the terms of this Agreement, the Client will pay the Consultant on a Lump Sum (LS) or an hourly Cost-Plus Fixed Fee (CPFF) basis as indicated below. The actual costs for hourly work will consist of direct salary costs, general and administrative overhead, direct non-salary expenses, and other expenses as required.

Proposed Fees

The proposed fees for the agreement are as follows:

CONSTRUCTION PHASE SERVICES

1. Construction Administration	\$30,500.00	CPFFM
2. Construction Surveys	\$4,200.00	CPFFM
3. Quality Assurance (QA) Testing Services	\$5,700.00	CPFFM
4. Resident Observation	\$29,200.00	CPFFM

PROJECT ADMINISTRATION AND CLOSEOUT

5. Administration and Closeout	\$9,800.00	LS
Total:	\$79,400.00	CPFFM

The Consultant is authorized to proceed upon receipt of a Client's notice to proceed for the referenced project.

Monthly Progress Payments

The Client will make monthly payments as work progresses based on actual costs incurred by the Consultant and upon receipt of invoice statements prepared by the Consultant.

Allowable Costs

Allowable costs are the actual costs incurred by the Consultant that are attributable to the specific work covered by this Agreement and allowable under the provisions of current Federal Acquisition Regulation.

Extra Work

The Client may, at any time by written order, make changes with the general scope of work under this Agreement. Any changes which materially change the cost of or time required for the Consultant to perform services under this Agreement will be deemed a change in scope and the Agreement provisions for Extra Work will apply with the Agreement being modified accordingly.

If the Consultant is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement, and constitutes Extra Work, it shall promptly notify the Client in writing to that effect.

Anticipated Schedule

The Consultant will perform its services with reasonable diligence and expediency consistent with sound professional practice. Tentative schedule is outlined in the Scope of the Project and Scope of Professional Services section.

MAY 2025 PEN & INK ALP UPDATE
LUVERNE MUNICIPAL AIRPORT
LUVERNE, MINNESOTA

TERMINAL AREA PLAN

Project Manager: BDM
Designer: DAF
Project Number: 710112
Phone: (655) 339-1157



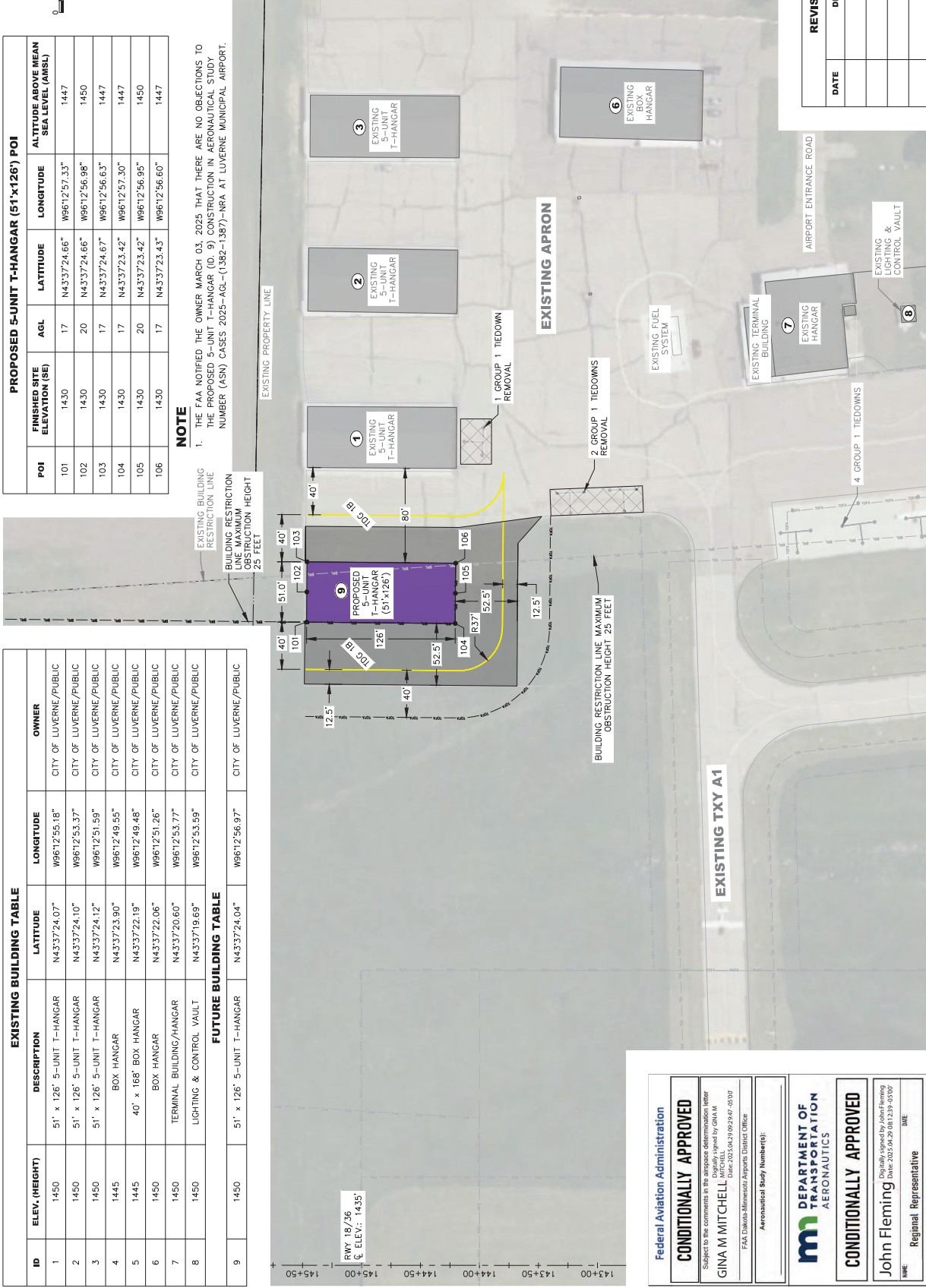
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POI	FINISHED SITE ELEVATION (BS)	AGL	LATITUDE	LONGITUDE	ALTITUDE ABOVE MEAN SEA LEVEL (AMSL)
101	14.30	17	N43°37'24.66"	W96°12'57.33"	1447
102	14.30	20	N43°37'24.66"	W96°12'56.98"	1450
103	14.30	17	N43°37'24.67"	W96°12'56.63"	1447
104	14.30	17	N43°37'23.42"	W96°12'57.30"	1447
105	14.30	20	N43°37'23.42"	W96°12'56.95"	1450
106	14.30	17	N43°37'23.43"	W96°12'56.60"	1447

NOTE
1. THE FAA NOTIFIED THE OWNER MARCH 03, 2025 THAT THERE ARE NO OBJECTIONS TO THE PROPOSED 5-UNIT T-HANGAR (ID: 9) CONSTRUCTION IN AERONAUTICAL STUDY NUMBER (ASN) CASES 2025-AGL-(1382-1387)-NRA AT LUVERNE MUNICIPAL AIRPORT.

ID	ELEV. (HEIGHT)	DESCRIPTION	LATITUDE	LONGITUDE	OWNER
1	1450	51' x 126' 5-UNIT T-HANGAR	N43°37'24.07"	W96°12'55.18"	CITY OF LUVERNE/PUBLIC
2	1450	51' x 126' 5-UNIT T-HANGAR	N43°37'24.10"	W96°12'53.37"	CITY OF LUVERNE/PUBLIC
3	1450	51' x 126' 5-UNIT T-HANGAR	N43°37'24.12"	W96°12'51.59"	CITY OF LUVERNE/PUBLIC
4	1445	BOX HANGAR	N43°37'23.90"	W96°12'49.55"	CITY OF LUVERNE/PUBLIC
5	1445	40' x 168' BOX HANGAR	N43°37'22.19"	W96°12'49.48"	CITY OF LUVERNE/PUBLIC
6	1450	BOX HANGAR	N43°37'22.06"	W96°12'51.26"	CITY OF LUVERNE/PUBLIC
7	1450	TERMINAL BUILDING/HANGAR	N43°37'20.60"	W96°12'53.77"	CITY OF LUVERNE/PUBLIC
8	1450	LIGHTING & CONTROL VAULT	N43°37'19.69"	W96°12'53.59"	CITY OF LUVERNE/PUBLIC

9	1450	51' x 126' 5-UNIT T-HANGAR	N43°37'24.04"	W96°12'56.97"	CITY OF LUVERNE/PUBLIC
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DATE	DESCRIPTION

Federal Aviation Administration
CONDITIONALLY APPROVED
Subject to the comments in the airport determination letter
GINA M MITCHELL
MITCHELL
Date: 2025.04.29.08.23.59 -0500
FAA, Dakota-Minnesota Airports District Office
Aeronautical Study Number(6):

DEPARTMENT OF TRANSPORTATION
AERONAUTICS
CONDITIONALLY APPROVED
Digitally signed by John Fleming
Date: 2025.04.29.08.23.59 -0500
Name: John Fleming
Regional Representative