

## PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: April 22, 2025

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present: Cindy Wright, Eric Johnson, Kurt Zehnder, Bob Schuldt, and Greg Myhre

Others Present: Interim Auditor/Treasurer Polly Heberlein, Interim Administrator Carol Lapham, Fillmore County Journal Reporter Charlene Selbee, The Caledonia Argus Associate Editor Olivia Schmidt, Board Clerk/EDA Director Allison Wagner, Public Health and Human Services Director John Pugleasa, Environmental Services Director Amelia Meiners, Human Resource Officer Brent Parker, Interim Recorder Michelle Werner, CEDA Community and Business Development Specialist Jayme Longmire, MCIT Risk Management Consultant Jim Karels, and Don Petersen

Presiding: Chairperson Johnson

Call to order.

Pledge of Allegiance.

Motion was made by Commissioner Wright, seconded by Commissioner Schuldt, motion unanimously carried to approve the agenda.

Motion was made by Commissioner Myhre, seconded by Commissioner Wright, motion carried unanimously to approve the meeting minutes from April 15, 2025.

Public Comment:

Don Petersen said he and his wife lived in Brownsville Township. He was a farmer and his wife was a nurse. He said he served on multiple boards including the MiEnergy board. He said he wanted to speak to the commissioners about the current solar moratorium and proposed solar project. Petersen said he understood the board wanting to keep large commercial solar projects out of Houston County, but said he was in favor of the current proposed project that would feed back into the local power system. He said the project would help keep MiEnergy's costs affordable for customers, and help prevent future blackout situations. He said as a farmer he understood the importance of protecting ag land in the comprehensive land use plan, but that the project could still align with protecting ag land by creating an ordinance that required the project be pastured with pollinators or plants for animals to graze. He said the size of solar projects that fed back into the local grid could also be limited. Petersen said MiEnergy's proposed project would help them come closer to meeting the State's renewable energy

mandates. He said MiEnergy had already spent time and money on the project and it would be built somewhere in the territory if it was not built in Houston County. He said it was a good project.

Community and Economic Development Associates (CEDA), Community and Business Development Specialist, Jayme Longmire introduced herself to the board. She said she was new to CEDA, and was excited to work on economic development in the City of Spring Grove. Her and her husband owned Fat Pat's Brewery in Spring Grove. She was excited to work with businesses in Houston County.

## APPOINTMENTS

Minnesota Counties Intergovernmental Trust, MCIT, Risk Management Consultant, Jim Karels, presented to the board. He said MCIT's mission was to provide Minnesota Counties and associated members cost-effective coverage with comprehensive and quality risk management services. He said MCIT strived to provide coverage that met the evolving risk exposure of county governments. Karels said MCIT had a member-elected board of directors that consisted of county member representatives. He said costs for members unfortunately had increased due to inflation.

At 10:22 a.m. a motion was made by Commissioner Myhre, seconded by Commissioner Zehnder, motion unanimously carried to go into closed session pursuant to Minn. Stat. §13D.03, Subd. 1, (b) to discuss labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections 179A.01 to 179A.25. The Commissioners, Human Resources Officer Parker, and Interim Administrator Lapham attended the closed session. At 10:49 a.m. a motion was made by Commissioner Myhre, seconded by Commissioner Wright, motion unanimously carried to go back into regular session. They had discussed labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections 179A.01 to 179A.25. No action was taken.

## CONSENT AGENDA

Commissioner Wright moved, Commissioner Schuldt seconded, motion unanimously carried to approve the consent agenda. Items are below.

- 1) Change the employment status of Environmental Specialist, Jeremy Burt from probationary to regular, effective April 28, 2025.
- 2) Accept the resignation of Shane St John, Highway Department Mechanic effective May 2, 2025, with thanks for his 2 1/2 years of service to the residents of Houston County.
- 3) Initiate a competitive search for a 1 FTE Houston County Highway Department Mechanic.
- 4) Consider approving Minnesota Lawful Gambling application LG214 Premises Permit Application (and resolution if needed), for the non-profit organization, Goodview-Winona Youth Hockey, located at Money Creek Haven, Inc., 18502 County 26 in Money Creek

Township. This would be a perpetual permit upon approval unless the county decided to put forth an ordinance for yearly renewal.

- 5) Consider approving Saint Paul Port Authority's request to have Houston County place Property Assessed Clean Energy (PACE) special assessments on 3 parcels in Houston County for Green Terrace Properties LLC. The interest rate is 6.0% and the term will be 10 years beginning in 2026.

Parcel 21.0767.000 – Caledonia City

Parcel 21.0769.000 – Caledonia City

Parcel 24.0534.002 – Houston City

## ACTION ITEMS

File No. 1 – The Commissioners discussed the possibility of accepting MCIT's offer of \$215,171 (\$216,136 value - \$1,000 deductible + \$35 title/transfer fees) for a plow truck. After discussing the matter it was decided to table the item and reconsider it at a later time. The next two items including accepting bids for a new Tandem Axle Truck and plow box were also tabled.

File No. 2 – This item was tabled.

File No. 3 – This item was tabled.

File No. 4 – Commissioner Wright moved, Commissioner Schuldt seconded, motion unanimously carried to approve the 2024 Feedlot Program Annual Report and Final Report.

File No. 5 – The Commissioners discussed the possibility of adjusting appointed department head job descriptions to state "Reporting to County Administrator" instead of "Reporting to Board of Commissioners" with Human Resource Officer Parker. Parker said he could update the job descriptions and bring them back to the board for review at a later time.

File No. 6 – The Commissioners discussed the possibility of changing the current search for the Chief Deputy Recorder position to instead be a search for a Deputy Recorder. Human Resource Officer Parker and Interim Recorder Werner said changing the current search would widen the applicant pool. Werner explained that the Chief Deputy Recorder was supposed to be able to do all the things the Recorder did, but that learning the full recorder duties took extensive experience. Commissioner Zehnder moved, Commissioner Wright seconded, motion unanimously carried to approve changing the job posting from Chief Deputy Recorder to Deputy Recorder.

File No. 7 – Commissioner Zehnder moved, Commissioner Myhre seconded, motion unanimously carried to accept the low quote for website development & design to maintain ADA compliance from REVISE in the amount of \$37,900 in installments of \$7,580 to be billed 2025-2029.

File No. 8 – Commissioner Wright moved, Commissioner Myhre seconded, motion unanimously carried to approve County Recorder’s Office credit card.

File No. 9 – Commissioner Myhre moved, Commissioner Schuldt seconded, motion unanimously carried to review and approve payments. Payments are below.

**REVIEW LICENSE CENTER PAYMENTS**

**2025/04/11 AUDITOR WARRANTS:**

<b>VENDOR NAME</b>	<b>AMOUNT</b>
HANSON/AMY SUE	3,616.39
LA CRESCENT/CITY OF	6,749.99
MN STATE AUDITOR	2,301.50
SCHUMACHER'S NURSERY	4,540.25
SE SWCD TECHNICAL SUPPORT JPB	11,523.56
WINONA COUNTY PLANNING & ZONING	5,953.37
	<u>34,685.06</u>
12 VENDORS PAID LESS THAN \$2000.00	4,497.50
	<u>39,182.56</u>

**REVIEW LICENSE CENTER PAYMENTS**

**2025/04/15 AUDITOR WARRANTS:**

<b>VENDOR NAME</b>	<b>AMOUNT</b>
SANCO EQUIPMENT LLC	20,610.00
	<u>20,610.00</u>

**REQUEST APPROVAL FOR PAYMENT**

**2025/04/22 COMMISSIONER'S WARRANTS:**

<b>VENDOR NAME</b>	<b>AMOUNT</b>
EQUIPMENT BLADES INC	5,009.20
LIBERTY TIRE RECYCLING LLC	3,504.25
MASTER'S TOUCH INC/THE	7,519.24
MIENERGY COOPERATIVE	2,408.51
MN STATE AUDITOR	23,539.00
MNCCC	12,970.05
RDO EQUIPMENT CO INC	3,282.44
SIEMENS INDUSTRY INC	8,599.00
	<u>66,831.69</u>
28 VENDORS PAID LESS THAN \$2000.00	11,534.71
	<u>78,366.40</u>
PUBLIC HEALTH & HUMAN SERVICES	9,666.97
	<u>88,033.37</u>

**DISCUSSION ITEMS**

The Commissioners discussed recent and upcoming meetings including a Hiawatha Valley Mental Health, EDA, Finance, and Land Use meeting.

The Bluff Country Collaborative Career Fair & Hiring Event had been rescheduled for Wednesday, April 23<sup>rd</sup>, 2025 from 9 a.m. to noon at the La Crescent Area Event Center. The event would be open to job seekers in the public and students.

Closing Public Comment:

None.

There being no further business, a motion was made by Commissioner Myhre, seconded by Commissioner Wright, motion unanimously carried to adjourn the meeting at 10:51 p.m. The next meeting would be a regular meeting on May 6, 2025.

**BOARD OF COUNTY COMMISSIONERS**

**HOUSTON COUNTY, MINNESOTA**

By: \_\_\_\_\_  
Eric Johnson, Chairperson

Attest: \_\_\_\_\_  
Carol Lapham, Interim Administrator

# Houston County Agenda Request Form

Date Submitted: 5/1/2025

Person requesting appointment with County Board: John Pugleasa, Director Human Services

Will you be doing a power point or video presentation:  Yes  NO

**Issue:**

Guardianship contract -Clinton Brainard

**Attachments/Documentation for the Board's Review:**

Electronic copy for review, hard copy for signature

**Justification:**

**Action Requested:**

Approve and sign contract as presented

For County Use Only			
<b><u>Reviewed by:</u></b>	<input type="checkbox"/> County Auditor	<input type="checkbox"/> County Attorney	<input type="checkbox"/> Zoning/Environmental Service
	<input type="checkbox"/> Finance Director	<input type="checkbox"/> County Engineer	<input type="checkbox"/> HR/Personnel
	<input type="checkbox"/> IS Director	<input type="checkbox"/> Other (indicate dept)	
<b><u>Recommendation:</u></b>			
<b><u>Decision:</u></b>			

All agenda request forms must be submitted to the County Auditor by 4:00 p.m. on Monday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and schedule appointments as appropriate.

## PURCHASE OF SERVICE AGREEMENT

This Agreement made and entered into by and between the County of Houston, through its local social service agency, Houston County Human Services, 304 South Marshall Street, Room #104, Caledonia, MN 55921, referred to as "County" and **Clinton Brainard**, 23318 County Road 23, Eitzen, MN 55921 hereafter referred to as the "Provider".

### WITNESSETH

WHEREAS, Houston County Human Services has identified a need for Guardianship/Conservator services for indigent persons who are impaired to the extent of lacking sufficient understanding or capacity to make personal decisions, and are unable to meet personal needs for medical care, nutrition, clothing, shelter, or safety, even with appropriate technological and supported decision-making assistance; and

WHEREAS, this is a mandated service under Minnesota Statute 524.5-101 to 524.5-903 and 252A.01 to 252A.21;

WHEREAS, County wishes to purchase such program services from the Provider;

NOW, THEREFORE, in consideration of the mutual understanding and agreements set forth, Houston County and Provider agree as follows:

1. Term

The term of this Agreement shall be from January 1, 2025 through December 31, 2026. Either party may cancel this Agreement, with or without cause, upon thirty (30) days written notice. Cancellation of this Agreement or expiration of the Agreement term shall not relieve County from paying for Provider's services for wards and protected persons that the Provider is court-appointed to serve, and whom are still eligible for services under this Agreement, before cancellation or termination, so long as Provider remains the court-appointed Guardian and/or Conservator.

2. Services:

a. Pursuant to MN Statutes 256M (Vulnerable Children and Adults Act) and as further detailed in Attachment A to this Agreement, Houston County agrees to purchase, and Provider agrees to furnish the following services:

<u>BRASS CODE</u>	<u>SERVICE DESCRIPTION</u>
59500	Guardianship/Conservatorship (DD)
69500	Guardianship/Conservatorship (Adult)
61600	Transportation/Mileage (Adult)
51600	Transportation/Mileage (DD)
64800	Money Management

3. Eligibility for Services:

a. Service eligibility will be determined according to the criteria established by Houston County.

- b. Services under this Agreement shall only be provided to clients meeting the criteria of indigent residents of Houston County.
  - c. County shall determine an indigent client AND the category of complexity shall be assigned by County after negotiation with the Provider. All new indigent cases that are not a medical emergency must be screened by County prior to start of service. Service level is subject to negotiation by Provider and County in the light of actual experience with the client and/or changing circumstances.
4. Cost and Delivery of Purchased Services:  
See Attachment A for details.
5. Payment for Purchased Services:
- a. To receive payment, Provider shall, within ten (10) business days following the last day of each month, submit a county approved invoice for purchased services to County. The invoice shall show client name, address, case number, and a detailed listing of the service(s) provided.
  - b. County shall, within thirty-five (35) days of receipt of the invoice and summary sheet, make payment for all approved units of service. Provider will be contacted within the 35-day period for charges that are in a pending approval status.
  - c. Provider further acknowledges that bills must be current and timely. Provider acknowledges that there will be a reduction of 50% of the total amount billable, on bills submitted for payment more than 3 months after date of service.
6. Records
- a. Provider shall maintain such records and provide County with financial, statistical and service reports as County may require for accountability.
  - b. Per MN Statute 16C.05, Subd. 5, all records pertaining to this Agreement must be maintained for six (6) years at 23318 County Road 23, Eitzen, MN 55931.
  - c. Provider agrees to cooperate in evaluative and/or outcome efforts as required by County.
7. Independent Contractor
- a. Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of Provider or other persons, while engaged in the performance of any work or services required by Provider under this Agreement, shall have no contractual relationship with the county and shall not be considered employees of County, and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against Provider, its officers, agents, contractors, or employees shall in no way be the responsibility of County; and Provider shall defend, indemnify, and hold County, its officers, agents, and

employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.

- b. It is agreed that nothing contained in the Agreement, including the payment provisions as specified above for the full term or any portion or extension of the contract period, is intended or should be construed as creating the relationship of co-partners, joint venturers, or an association with County. And nor shall Provider, its employees, agents, and representatives be considered employees, agents and representatives of County.

8. Provider Standards and Licenses

- a. Upon initial implementation of an Agreement with the Provider, Provider shall furnish County a background resume to include the following: professional and personal credentials for guardianship/conservatorship, a minimum of three personal/professional references, professional associations and/or accreditation of such, a current Minnesota driver's license in good standing.
- b. Provider will comply with all background check and background reporting requirements specified by County and courts. Provider agrees to inform Houston County of any change in address and/or violations that may affect background check results within 5 days of the occurrence.
- c. Provider shall comply with all applicable Federal and State statutes and regulations, as well as local ordinances and rules now in effect or hereafter adopted including Minnesota Statutes 524.5 et al.
- d. Other provisions for cancellation of this Agreement notwithstanding, failure to meet the requirements listed in this section may be cause for cancellation of this Agreement effective as of receipt of notice of cancellation.

9. Safeguard of Client Information:

Provider agrees to comply will all data privacy rules as governed by the Minnesota Data Practices Act, Minnesota Chapter 13, and the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Part 160-164).

10. Indemnification:

- a. Provider does hereby agree that it will defend, indemnify, and hold harmless County, its elected officials, employees and agents against any and all liability, loss, damages, costs and expenses (including reasonable attorney's fees and costs of defense) which County may hereafter sustain, incur, or be required to pay:
  - 1) By reason of any client and any client's personal caregiver suffering bodily or personal injury, death, or property loss or damage either while participating in or

receiving services to be furnished under this Agreement, or while on premises owned, leased, or operated by the Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the Provider or any officer, agent, or employee thereof; or

- 2) By reason of any client causing injury to, or damage to, the property of another person, during any time when the Provider or any officer, agent, or employee thereof has undertaken or is furnishing the services called for under this Agreement.
  - 3) Any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court by Provider related to services furnished to client pursuant to this Agreement.
- b. This indemnity provision shall survive the termination or expiration of this Agreement. Nothing herein shall be construed to limit County from asserting against third parties any defenses or immunities (including common law, statutory and constitutional) it may have or be construed to create a basis for a claim or suit when none would otherwise exist.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Houston County and Provider have executed this Agreement as of the day and year first written above.

CLINTON BRAINARD

BY: Clinton Brainard

Clinton Brainard

DATED: 4-17-25

Approved as to Form and Execution:

BY: \_\_\_\_\_

Houston County Attorney

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

Chairperson  
Houston County Board of Commissioners

DATED: \_\_\_\_\_

BY: John Pogleasa

John Pogleasa, Director  
Houston County Human Services

DATED: 1/27/2025

## **Houston County's Conservatorship and Guardianship Service Definition**

A guardian or conservator:

- Has only those powers necessary to provide for the demonstrated needs of the ward or protected person.
- Is responsible for protecting the rights of ward or protected person.
- Is the court-appointed decision maker for the ward or protected person.
- Should involve the ward or protected person (and other interdisciplinary team members if applicable) in the decision-making process but is ultimately responsible for making decisions that promote the health, safety and personal well-being of the ward or protected person.

### **Duties for Guardian/Conservators:**

- Minimum of two (2) face-to-face visits with client per year, more frequent visits and communication by other means is encouraged.
- Sign consents and other necessary paperwork
- Complete financial applications as needed
- Complete any required correspondence
- Make court appearances on behalf of client as needed
- Attend Care Conference, annual meetings, ISP and IHP meetings on client's behalf
- Communicate with interdisciplinary team members regarding decisions made

### **Conservator:**

- Pay monthly bills and service other financial responsibilities
- Establish and manage appropriate checking, savings and other accounts
- File annual accounting with the court(s).

### **Guardian:**

- Coordinate general living support services
- Coordinate housing upkeep and repair if needed
- Ensure general living and health needs are adequately met
- File annual well-being report to court(s).

### **General:**

- Remain current on trends and procedures of Conservatorship and Guardianship
- Submit monthly bills and contact notes to Houston County

### **Rates:**

\$138.00 per month for guardian services

\$138.00 per month for conservator services

\$276.00 per month if both guardian and conservator

This rate includes mileage. Any mileage reimbursement or travel time must be pre-approved by a County Case Manager. Mileage will be reimbursed at the current IRS mileage rate.

**Service Arrangements:**

Individual Service Arrangements will authorize the amount and frequency of service to be provided to each client. Provider cannot exceed the authorized amount of service to be provided without having received prior approval from the involved County worker, or designee, to do so.

**Billing:**

- Time should be billed monthly.
- If the ward/conservatee has a monthly income and is:
  - 1) Receiving Minnesota Supplemental Aid (MSA) and not residing in Nursing Home or Regional Treatment Center or
  - 2) Receives Housing Support (GRH) benefits or
  - 3) Receiving Medical Assistance (MA) Payments for Long-Term Care (LTC) Services, Provider shall deduct 5% of the ward/conservatee's gross monthly income for conservator/guardian fees up to a maximum of \$100.00 per month. This amount must then be deducted from the indicated County payment amount. If the amount obtained from income exceeds County payment amount, there will be no County payment to Provider.
- Bills and associated contact notes should be submitted to a Human Services Case Manager on a monthly basis.
- While monthly billing is expected, if for some reason monthly billing is not possible, they must be submitted quarterly.
- Provider must meet "end of the year" budget deadlines to be paid for December.

**HOUSTON COUNTY  
AGENDA REQUEST FORM  
May 6, 2025**

**Date Submitted:**

**By: Brent Parker, Human Resources Officer**

**ACTION**

- Discussion and possible action to approve adjusting appointed department head job descriptions to state "Reporting to County Administrator"

**APPOINTMENT REQUEST**

- Labor Negotiations – Closed session pursuant to Minn. Stat. §13D.03, Subd. 1, (b) to discuss labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections 179A.01 to 179A.25.

**HR CONSENT AGENDA REQUEST**

- Change the employment status of PHHS Accounting Technician, Eliana Babinski from probationary to regular, effective May 14, 2025
- Change Hannah Jaster from a Staff Nurse to Public Health Nurse, C42, Step 2, effective 05/05/2025

<b><u>Reviewed by:</u></b>	<input type="checkbox"/> HR Director	<input type="checkbox"/> Sheriff
	<input type="checkbox"/> Finance Director	<input type="checkbox"/> Engineer
	<input type="checkbox"/> IS Director	<input checked="" type="checkbox"/> PHHS
	<input type="checkbox"/> County Attorney	<input type="checkbox"/> (indicate other dept)
	<input type="checkbox"/> Environmental Svcs	
	<b><u>Recommendation:</u></b>	
<b><u>Decision:</u></b>		

**HOUSTON COUNTY  
AGENDA REQUEST  
May 6, 2025**

**Date Submitted: May 2, 2025**  
**By: Carol Lapham Administrator-Interim**

**CONSENT AGENDA:**

Request approval of the Vanguard Computer Systems Archive Module for 2025 – 2030. Vanguard has been providing the CAMA programming/support services to Houston County since 2012 along with this archive module.

**ACTION ITEM:**

Approval of Juvenile Detention Center Contract with Mower County and Goodhue County and authorize the signature of Board Chairman, Eric Johnson.

<b>CC:</b>	<input type="checkbox"/> Auditor/Treasurer	<input checked="" type="checkbox"/> Sheriff
	<input type="checkbox"/> Admin/Finance Director	<input type="checkbox"/> Human Resources
	<input type="checkbox"/> IS Director	<input type="checkbox"/> PHHS
	<input type="checkbox"/> County Attorney	<input type="checkbox"/> (indicate other dept) _____
	<input checked="" type="checkbox"/> County Assessor	

Vanguard Appraisals, Inc.

**SERVICE CONTRACT**

Archive Module 7<sup>th</sup> thru 12<sup>th</sup> processes

This agreement is made and entered into by and between Vanguard Appraisals, Inc. (hereinafter referred to as "Vanguard") and the Houston County, MN, Assessor (hereinafter referred to as "Client").

WHEREAS, Vanguard is the owner of Vanguard Computer Systems CAMAvision™ and the Client is presently using or desires to use said system and in connection with such use Vanguard agrees to provide the Client with the following services as applicable:

1. **TERM.** This contract is for six processes. Vanguard shall provide the client's chosen reports. All time for obtaining the client's data, installation, training, and Vanguard's staff travel time will be charged as per Item 5. See item 5 for additional copies. Vanguard reserves the right to collect the total amount of the contract fees listed on Schedule A by December 31, 2032, or if client chooses to terminate prior to processing.
2. **INSTALLATION AND TRAINING.** Vanguard shall provide the client's chosen reports. All time for obtaining the client's data, installation, training and Vanguard's staff travel time will be charged as per item 5. See item 5 for additional copies.
3. **ENHANCEMENTS, UPDATES AND REVISIONS.** As we continue to improve on the basic program, and work on suggestions from clients, service contract holders will automatically receive all updating information; i.e. cost table revisions, current function enhancements, etc. However, this service contract does not include future programs such as, but not limited to, the professional version, income module, data conversion due to software rewrite because of operating system changes, data conversion from other vendor's software, etc.
4. **CONSULTATION.** All service contract holders have unlimited telephone consultation privileges which relate to Vanguard Computer Systems (VCS). All non-VCS telephone consultation will be charged at the normal telephone service fee rate (call for current rate). The first fifteen (15) minutes each month (non-accumulative) will be free. Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).
5. **ADDITIONAL SERVICES.** Additional copies may be ordered for resale to the public at \$50.00 per copy. Additional training, installations and on-site consultation, such as hardware troubleshooting, non-VCS software training, etc. shall be available at our normal service fee rate (call for current rate). All staff travel time will be charged at the per diem rate. Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).
6. **ADDITIONAL INSTALLATIONS.** If additional copies of the program were installed on additional computers in the client's office, the terms of this agreement shall apply to additional installations in the same manner as the original installation.

Payment Schedule:

License - ARC0129	
Archive Module (Based on 16,620 parcels with PRC report.).....	\$23,850.00
Multiple Processes Discount	<u>\$-4,770.00</u>
<b>Total:</b>	<b>\$19,080.00 (cost \$3,180.00/process)</b>

VANGUARD APPRAISALS, INC.

By: \_\_\_\_\_  
Brad M. Miller, Senior Vice President/CIO  
Dated: September 18, 2024

Houston County

Houston County  
(County Commissioner Signature Required)

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

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

Official Title: \_\_\_\_\_

Official Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

MN0048

Vanguard Appraisals, Inc.

**SCHEDULE "A"**  
Archive Process  
MN0048 Houston County  
ARC0129

**LICENSED MATERIALS:**

**FEE:**

- 1. Report Archive Software  
License No. - ARC

Total

\$ 19,080.00

- Process by December 31, 2027 \$3,180.00
- Process by December 31, 2028 \$3,180.00
- Process by December 31, 2029 \$3,180.00
- Process by December 31, 2030 \$3,180.00
- Process by December 31, 2031 \$3,180.00
- Process by December 31, 2032 \$3,180.00

MN0048

**COUNTY OF HOUSTON  
AND  
COUNTY OF GOODHUE**

**INTER-AGENCY JUVENILE DETENTION CENTER SERVICES CONTRACT**

**THIS CONTRACT**, and amendments and supplements thereto, is between the County of GOODHUE, Minnesota acting through its Board of Commissioners, (hereinafter GOODHUE), and the County of Houston, Minnesota acting through its Board of Commissioners, (hereinafter HOUSTON). WHEREAS, GOODHUE AND HOUSTON, pursuant to Minnesota Statutes Chapter §375.18, is empowered to contract for professional/technical services within the scope of managing their respective county business, and,

**RECITALS**

**WHEREAS**, HOUSTON and GOODHUE pursuant to Minn. Stat. §375.18, is empowered to contract for professional/technical services within the scope of managing their respective county business; and

**WHEREAS**, HOUSTON operates an eight-day detention juvenile detention center pursuant to and in compliance with Minnesota Department of Corrections rules, (hereinafter the "JDC"), located at 306 South Marshall Street, Caledonia, Minnesota; and

**WHEREAS**, the parties desire to enter into an agreement for the placement of GOODHUE's juveniles ages 10-18 in accordance with Minn. Stat. §260B, with HOUSTON at the JDC.

**NOW, THEREFORE**, in consideration of the mutual undertakings within this contract, GOODHUE and HOUSTON hereby agree as follows:

**I. TERM OF CONTRACT**

This AGREEMENT shall be effective upon the date the final required signature is obtained by both parties and shall remain in effect until December 31, 2025 unless cancelled pursuant to the provisions set forth in VI. Suspension/Termination below.

**II. HOUSTON COUNTY'S DUTIES**

HOUSTON agrees to provide for the secure custody, care, and safe keeping of GOODHUE juvenile detainees in accordance with the Minnesota Department of Corrections and the Minnesota Department of Human Services rules, regulations, and procedures and other state laws or court orders applicable to the operations of the JDC facility. Specifically, HOUSTON agrees to provide Juvenile Detention Services:

- A. One reserved bed per day for the duration of this contract.**

**B. HOUSTON may offer non-reserved beds to GOODHUE should HOUSTON have capacity to do so and GOODHUE have a need for such on an as needed basis.**

**C. HOUSTON will accept juveniles presented as GOODHUE County juvenile detainees from authorized GOODHUE personnel only.**

- 1) HOUSTON shall admit juveniles transported to the HOUSTON COUNTY JDC by GOODHUE referring representative who has a court order, warrant, or arrest hold provided that the juvenile meets the established criteria for secure detention as defined by statute.**
- 2) HOUSTON may refuse admission of a juvenile if the juvenile cannot be physically maintained at the JDC because, in the reasonable belief of JDC staff, the admission would threaten the physical safety of the juvenile, JDC staff or other juvenile detainees. It is understood that some youth may not be able to be maintained due to behavior or mental health conditions.**
- 3) JDC staff will review the admission of juveniles on a case-by-case basis based upon applicable federal, state, and Minnesota Department of Corrections rules/procedures. This includes reviewing the admissibility of juveniles who have consumed alcohol.**
- 4) HOUSTON agrees to admit juveniles without prescribed medications provided that GOODHUE referring representatives provide JDC staff with documentation of attempts to obtain medication.**

**D. HOUSTON will provide appropriate detainee clothing if necessary. Note: HOUSTON shall dispose of any unclaimed juvenile detainee property 30 days after the detainee's release.**

**E. HOUSTON will provide the necessary and appropriate dietary program for each juvenile detainee, which shall include three dietician-approved meals each day.**

**F. Medical and Dental Services**

**Except in the event of a medical emergency, JDC staff shall notify GOODHUE and obtain prior written authorization for the removal and transporting of a GOODHUE detainee for offsite medical services.**

**1) Non-emergency Treatment:**

**In the event of a medical emergency JDC staff shall notify GOODHUE of the medical emergency as soon as practicable to do so. In the event a juvenile placed with the JDC pursuant to this contract needs non-emergency medical treatment, JDC staff shall contact GOODHUE and inform them of the juvenile's need for care. GOODHUE will provide transportation for the juvenile needing care to the medical provider. HOUSTON will provide transportation for the juvenile detainee if transportation is**

available. The fee for transportation by HOUSTON is one hundred dollars (\$100) per hour.

**2) Emergency Treatment:**

In the event a juvenile placed with the JDC pursuant to this contract requires emergency medical treatment JDC staff shall seek appropriate medical treatment for said juvenile detainee.

- a) If the treatment does not include hospitalization, JDC staff shall notify GOODHUE staff by the next business day.
- b) If the treatment requires hospitalization, JDC staff shall notify GOODHUE as soon as reasonably possible. HOUSTON shall be responsible for guard services for a reasonable time (not to exceed three (3) hours unless mutually agreed upon by the parties) until GOODHUE is able to assume these duties.

**3) HOUSTON will promptly forward all bills for medical services from third parties to GOODHUE upon receipt.**

**G. Urinal Analysis Testing: \$15 per test**

At the request of GOODHUE, HOUSTON will administer a urinal analysis quick test and report the findings to GOODHUE. If the juvenile refuses, GOODHUE will be notified of the refusal.

- 1) HOUSTON will invoice GOODHUE for all UA's at the end of each month.

**H. Interpreter Services**

The JDC shall use their interpreter services. The cost for such services will be billed to GOODHUE monthly.

**I. Records and Reports**

HOUSTON shall have available all detention reports required under Minnesota law and provide said reports to upon request. The parties shall comply with Minnesota Rule Juvenile Procedure §5 and with other terms mutually agreed upon regarding reports.

**III. GOODHUE'S DUTIES**

- A. GOODHUE shall be responsible for medical, dental, and psychiatric bills relative to GOODHUE's juvenile placements. HOUSTON shall have no responsibility for any payment or billing.**
- B. GOODHUE shall be responsible for providing hospital guard services for juveniles who require hospitalization unless otherwise agreed to by the parties.**
- C. GOODHUE shall be responsible for meeting the requirement to file a finding of probable cause for detention of juveniles detained under this agreement, where the juvenile will be detained at the facility for longer than forty-eight (48) hours.**

**D. Delivery of juvenile detainees. GOODHUE shall:**

- 1) Provide legal documentation to justify detention of persons within the time limit set by statutory and judicial guidelines. If legal time limits are not met by GOODHUE, GOODHUE shall take immediate custody of the detainee, or detainee shall be released from the JDC.
- 2) Notify in writing (Health Transfer Form), JDC staff of any special medical requirements of detainee before the detainee is accepted by the JDC.
- 3) Notify JDC in writing of any special dietary requirements of a detainee prior to the detainee being accepted by the JDC.

**E. Transportation. GOODHUE shall provide transportation and security for juvenile detainees to or from the JDC.**

- 1) When transporting a juvenile to or from the JDC the GOODHUE referring representative shall call the JDC at least thirty (30) minutes prior to the estimated time of arrival.
- 2) Within a reasonable time after a hearing on the continued detention of a juvenile detained at the JDC, GOODHUE staff shall notify JDC staff whether the juvenile will return to the JDC for further detention.
- 3) GOODHUE may by mutual agreement arrange for HOUSTON to transport GOODHUE detainees at the GSA mileage rate and HOUSTON hourly rates set forth in Article II. F., herein.

**F. GOODHUE shall be responsible to provide hospital guard services for juveniles who require hospitalization unless otherwise agreed to by both parties.**

**G. GOODHUE shall be responsible for medical, dental, and psychiatric bills relative to GOODHUE placements. HOUSTON shall have no responsibility for any payment or billing.**

**IV. CONSIDERATION AND TERMS OF PAYMENT**

**A. Consideration**

All services performed and materials supplied by the JDC pursuant to this contract shall be paid by GOODHUE as follows:

- i. Reserved Bed(s): HOUSTON shall be compensated at a rate of two hundred fifty dollars and no cents (\$250.00) per bed per day for each reserved bed.
- ii. Additional Beds: HOUSTON shall be compensated at a rate of three hundred dollars and no cents (\$300.00) per day per bed on an as-needed, as available basis.

**B. Payments**

All payments shall be made payable to the Houston County Sheriff's Office and delivered to the Houston County Sheriff's Office, Suite 1100, 306 South Marshall Street, Caledonia, MN 55921.

1) Reserve Bed(s): GOODHUE shall pay HOUSTON ninety one thousand two hundred and fifty dollars and NO/100 cents (\$91,250.00), invoiced by HOUSTON in the amount of \$7,604.17 January through November and \$7,604.13 for December. Invoices will be provided one month in advance with payment to HOUSTON received prior to the 1<sup>st</sup> of the coverage month.

1) Additional Beds and all other pre-approved and emergency expenses: HOUSTON will provide GOODHUE an itemized invoice by the 15<sup>th</sup> day of the month for the preceding month's services and expenses set forth in this contract. All invoices are due and payable by the 15<sup>th</sup> day of the following month. Each payment should reference the HOUSTON invoice by number and the billing month.

**C. Corrected Invoices**

GOODHUE shall notify HOUSTON within ten (10) business days of receiving the invoice of any potential inaccuracies in the invoice. GOODHUE will promptly remit payment to HOUSTON within thirty (30) days of receiving any corrected invoice.

**D. Contract Termination**

This contract may be cancelled by either party at any time, without cause, upon a minimum one (1) calendar months written notice to the other party. In the event the agreement is terminated before the completion of services, GOODHUE shall pay HOUSTON for services provided to the last date of termination.

**V. AUTHORIZED REPRESENTATIVES**

All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.

**A. HOUSTON COUNTY's authorized representative for the purpose of administration of this CONTRACT is:**

Name: Brian Swedberg  
Houston County Sheriff  
Address: 306 South Marshall Street  
Caledonia, MN 55921  
Telephone: (507) 725-3379  
E-Mail: [Brian.Swedberg@co.houston.mn.us](mailto:Brian.Swedberg@co.houston.mn.us)

**B. GOODHUE'S authorized representative for the purpose of administration of this contract is:**

Name: Rhonda VanSchoonhoven, Court Services  
Address: 454 W 5<sup>th</sup> Street, Red Wing, MN 55066  
Telephone: 651-267-4907  
E-Mail: [Rhonda.vanschoonhoven@goodhuecountymn.gov](mailto:Rhonda.vanschoonhoven@goodhuecountymn.gov)

**VI. SUSPENSION/TERMINATION**

- A. Should conditions arise making it impractical or undesirable for the JDC to continue to house juvenile detainees in accordance with the provisions herein, HOUSTON may temporarily suspend or restrict the number of GOODHUE detainees upon a minimum of a two-week written notice to GOODHUE. Should this event occur JDC staff shall provide regular updates to GOODHUE as to the status of the suspension or limitation of services under this contract.
- B. This contract may be canceled by either party at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, HOUSTON COUNTY shall be entitled to all accrued compensation and reimbursement for expenses set forth herein.

**VII. FORCE MAJEURE EVENT**

*A Force Majeure Event* is any event or act of nature resulting in the damage or destruction of the JDC, labor difficulties, and other events or circumstances beyond the reasonable control of HOUSTON which render its performance under this agreement impracticable. Upon the occurrence of a Force Majeure event HOUSTON will promptly notify GOODHUE of occurrence of the event, its effect on performance, and how long HOUSTON expects the event to impact its performance of obligations. Thereafter HOUSTON shall provide updates and information to GOODHUE as reasonably necessary.

Either Party shall be excused from performance and shall not be in default in respect of any obligation hereunder to the extent that the failure to perform such obligation is due to a Force Majeure event.

**VIII. ASSIGNMENT/SUBCONTRACTING**

- A. HOUSTON shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of GOODHUE.
- B. HOUSTON shall not subcontract any portion of the work to be performed under this agreement nor assign this agreement without the prior written approval of the authorized representative of GOODHUE. HOUSTON shall ensure and require that any subcontractor agrees to and complies with all of the terms of this agreement. Any subcontractor of HOUSTON used to perform any portion of this agreement shall report to and bill HOUSTON directly. HOUSTON shall be solely responsible for the breach, performance or nonperformance of any subcontractor.
- C. GOODHUE is aware of and agrees to the use of Advanced Correctional Healthcare, Inc. as a subcontractor as the JDC's medical provider for juvenile detainees in the JDC.

**IX. LIABILITY**

It is agreed that nothing contained in this agreement is intended or should be construed as creating the relationship of a partnership, joint venture, or association between GOODHUE and HOUSTON.

JDC employees at all times remain under the direction and supervision of HOUSTON. GOODHUE employees at all times remain under the direction and supervision of GOODHUE. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a partnership or agency relationship.

Each party shall be liable for its own acts to the extent provided by law and hereby agree to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees and expenses of defense, which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the other party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this contract.

**X. GOVERNMENT DATA PRACTICES**

The parties agree to comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the JDC and GOODHUE in accordance with this contract, as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the JDC in accordance with this contract.

HOUSTON will not release any data it collects, maintains, or generates by or on-behalf of GOODHUE. Further, HOUSTON will notify GOODHUE within two business days of any request it receives to release data for which GOODHUE is responsible.

In the event HOUSTON receives a request to release the data regarding GOODHUE detainees, HOUSTON should immediately notify GOODHUE. GOODHUE will provide HOUSTON instructions concerning the release of the data to the requesting party before the data is released. GOODHUE agrees to provide HOUSTON instructions concerning the release of data to the requesting party before the data is released.

In the event of a data security breach HOUSTON shall fully and immediately comply with applicable state and federal laws and shall take the appropriate steps to remedy such data breach.

**XI. AMENDMENTS**

The parties agree that no change or modification to this contract, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this contract. The execution of the change shall be authorized and signed in

the same manner as this contract, or according to other written policies of the original parties.

**XII. NOTICES**

All notices shall be provided by the parties shall be in writing and delivered to the authorized representatives of HOUSTON and GOODHUE at its address stated herein.

**XIX. AUDIT**

Pursuant to Minn. Stat. §16C.05, Subd. 5, the books, records, documents, and accounting procedures and practices of the JDC relative to this agreement shall be subject to examination by GOODHUE and the Office of the Minnesota State Auditor. Complete and accurate records of the work performed pursuant to this agreement shall be generated and maintained by HOUSTON for a minimum of six (6) years following termination of this contract for such auditing purposes. The retention period shall be automatically extended during any administrative or judicial action involving HOUSTON and GOODHUE regarding matters to which the records are relevant.

**XX. CONTROLLING LAW**

The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this contract, the legal relations between the parties and performance under the agreement. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within Houston County, Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the State of Minnesota.

**XXI. SEVERABILITY**

In the event any provision of this contract shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the agreement to fail in its purpose. One or more waivers by either Party of any provision, term, condition or covenant shall not be construed by the other Party as a waiver of a subsequent breach of the same by the other Party.

**XXII. ENTIRE AGREEMENT**

It is understood and agreed that the entire agreement of the parties is contained herein, and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between GOODHUE and HOUSTON relating to the subject matter hereof.

**XXIII. SURVIVAL OF TERMS**

The following clauses survive the expiration, cancellation or termination of this contract: Liability, Government Data Practices Act, Audit, Severability, Entire Agreement, and Controlling law.

**IN WITNESS WHEREOF**, the parties have caused this contract to be duly executed intending to be bound thereby.

**APPROVED:**

**HOUSTON COUNTY**

By: (authorized signatures)

\_\_\_\_\_  
[Insert Name]  
Houston County Board Chair

**APPROVED:**

**GOODHUE COUNTY**

By: (authorized signatures)

  
\_\_\_\_\_  
Date 12/17/24  
Todd Greseth  
County Board Chair

  
\_\_\_\_\_  
Date 12/17/24  
Scott O. Arneson  
County Administrator

**APPROVED AS TO FORM  
AND CONTENT:**

By:

  
\_\_\_\_\_  
Date  
Samuel Jandt  
Houston County Attorney

**APPROVED AS TO FORM  
AND CONTENT:**

By:

*Stephen F. O'Keefe*  
\_\_\_\_\_  
Date 12/18/24  
Stephen O'Keefe  
GOODHUE County Attorney

**COUNTY OF HOUSTON  
AND  
COUNTY OF MOWER**

**INTER-AGENCY JUVENILE DETENTION CENTER SERVICES CONTRACT**

**THIS CONTRACT**, and amendments and supplements thereto, is between the County of Mower, Minnesota acting through its Board of Commissioners, (hereinafter MOWER), and the County of Houston, Minnesota acting through its Board of Commissioners, (hereinafter HOUSTON). WHEREAS, MOWER AND HOUSTON, pursuant to Minnesota Statutes Chapter §375.18, is empowered to contract for professional/technical services within the scope of managing their respective county business, and,

**RECITALS**

**WHEREAS**, HOUSTON and MOWER pursuant to Minn. Stat. §375.18, is empowered to contract for professional/technical services within the scope of managing their respective county business; and

**WHEREAS**, HOUSTON operates an eight-day detention juvenile detention center pursuant to and in compliance with Minnesota Department of Corrections rules, (hereinafter the "JDC"), located at 306 South Marshall Street, Caledonia, Minnesota; and

**WHEREAS**, the parties desire to enter into an agreement for the placement of MOWER's juveniles ages 10-18 in accordance with Minn. Stat. §260B, with HOUSTON at the JDC.

**NOW, THEREFORE**, in consideration of the mutual undertakings within this contract, MOWER and HOUSTON hereby agree as follows:

**I. TERM OF CONTRACT**

This AGREEMENT shall be effective January 1, 2025 until December 31, 2025, unless cancelled pursuant to the provisions set forth in VI. Suspension/Termination below.

**II. HOUSTON COUNTY'S DUTIES**

HOUSTON agrees to provide for the secure custody, care, and safe keeping of MOWER juvenile detainees in accordance with the Minnesota Department of Corrections and the Minnesota Department of Human Services rules, regulations, and procedures and other state laws or court orders applicable to the operations of the JDC facility. Specifically, HOUSTON agrees to provide Juvenile Detention Services:

- A. One (1) reserved bed(s) per day for the duration of this contract.**
- B. HOUSTON may offer non-reserved beds to MOWER should HOUSTON have capacity to do so and MOWER have a need for such on an as needed basis.**

**C. HOUSTON will accept juveniles presented as MOWER County juvenile detainees from authorized MOWER personnel only.**

- 1) HOUSTON shall admit juveniles transported to the HOUSTON COUNTY JDC by MOWER referring representative who has a court order, warrant, or arrest hold provided that the juvenile meets the established criteria for secure detention as defined by statute.
- 2) HOUSTON may refuse admission of a juvenile if the juvenile cannot be physically maintained at the JDC because, in the reasonable belief of JDC staff, the admission would threaten the physical safety of the juvenile, JDC staff or other juvenile detainees. It is understood that some youth may not be able to be maintained due to behavior or mental health conditions.
- 3) JDC staff will review the admission of juveniles on a case-by-case basis based upon applicable federal, state, and Minnesota Department of Corrections rules/procedures. This includes reviewing the admissibility of juveniles who have consumed alcohol.
- 4) HOUSTON agrees to admit juveniles without prescribed medications provided that MOWER referring representatives provide JDC staff with documentation of attempts to obtain medication.

**D. HOUSTON will provide appropriate detainee clothing if necessary. Note: HOUSTON shall dispose of any unclaimed juvenile detainee property 30 days after the detainee's release.**

**E. HOUSTON will provide the necessary and appropriate dietary program for each juvenile detainee, which shall include three dietician-approved meals each day.**

**F. Medical and Dental Services**

Except in the event of a medical emergency, JDC staff shall notify MOWER and obtain prior written authorization for the removal and transporting of a MOWER detainee for offsite medical services.

- 1) **Non-emergency Treatment:**  
In the event of a medical emergency JDC staff shall notify MOWER of the medical emergency as soon as practicable to do so. In the event a juvenile placed with the JDC pursuant to this contract needs non-emergency medical treatment, JDC staff shall contact MOWER and inform them of the juvenile's need for care. MOWER will provide transportation for the juvenile needing care to the medical provider. HOUSTON will provide transportation for the juvenile detainee if transportation is available. The fee for transportation by HOUSTON is one hundred dollars (\$100) per hour.
- 2) **Emergency Treatment:**  
In the event a juvenile placed with the JDC pursuant to this contract requires emergency medical treatment JDC staff shall seek appropriate medical treatment for said juvenile detainee.

- a) If the treatment does not include hospitalization, JDC staff shall notify MOWER staff by the next business day.
- b) If the treatment requires hospitalization, JDC staff shall notify MOWER as soon as reasonably possible. HOUSTON shall be responsible for guard services for a reasonable time (not to exceed three (3) hours unless mutually agreed upon by the parties) until MOWER is able to assume these duties.

- 3) HOUSTON will promptly forward all bills for medical services from third parties to MOWER upon receipt.

**G. Interpreter Services**

The JDC shall use their Interpreter services. The cost for such services will be billed to MOWER monthly.

**H. Records and Reports**

HOUSTON shall have available all detention reports required under Minnesota law and provide said reports to upon request. The parties shall comply with Minnesota Rule Juvenile Procedure §5 and with other terms mutually agreed upon regarding reports.

**III. MOWER'S DUTIES**

- A. MOWER shall be responsible for medical, dental, and psychiatric bills relative to MOWER's juvenile placements. HOUSTON shall have no responsibility for any payment or billing.
- B. MOWER shall be responsible for providing hospital guard services for juveniles who require hospitalization unless otherwise agreed to by the parties.
- C. MOWER shall be responsible for meeting the requirement to file a finding of probable cause for detention of juveniles detained under this agreement, where the juvenile will be detained at the facility for longer than forty-eight (48) hours.
- D. Delivery of juvenile detainees. MOWER shall:
  - 1) Provide legal documentation to justify detention of persons within the time limit set by statutory and judicial guidelines. If legal time limits are not met by MOWER, MOWER shall take immediate custody of the detainee, or detainee shall be released from the JDC.
  - 2) Notify in writing (Health Transfer Form), JDC staff of any special medical requirements of detainee before the detainee is accepted by the JDC.
  - 3) Notify JDC in writing of any special dietary requirements of a detainee prior to the detainee being accepted by the JDC.
- E. Transportation. MOWER shall provide transportation and security for juvenile detainees to or from the JDC.

- 1) When transporting a juvenile to or from the JDC the MOWER referring representative shall call the JDC at least thirty (30) minutes prior to the estimated time of arrival.
- 2) Within a reasonable time after a hearing on the continued detention of a juvenile detained at the JDC, MOWER staff shall notify JDC staff whether the juvenile will return to the JDC for further detention.
- 3) MOWER may by mutual agreement arrange for HOUSTON to transport MOWER detainees at the GSA mileage rate and HOUSTON hourly rates set forth in Article II. F., herein.

F. MOWER shall be responsible to provide hospital guard services for juveniles who require hospitalization unless otherwise agreed to by both parties.

G. MOWER shall be responsible for medical, dental, and psychiatric bills relative to MOWER placements. HOUSTON shall have no responsibility for any payment or billing.

#### **IV. CONSIDERATION AND TERMS OF PAYMENT**

##### **A. Consideration**

All services performed and materials supplied by the JDC pursuant to this contract shall be paid by MOWER as follows:

- i. Reserved Bed(s): HOUSTON shall be compensated at a rate of two hundred fifty dollars and no cents (\$250.00) per bed per day for each reserved bed.
- ii. Additional Beds: HOUSTON shall be compensated at a rate of three hundred dollars and no cents (\$300.00) per day per bed on an as-needed, as available basis.

##### **B. Payments**

All payments shall be made payable to the Houston County Sheriff's Office and delivered to the Houston County Sheriff's Office, Suite 1100, 306 South Marshall Street, Caledonia, MN 55921.

- 1) Reserve Bed(s): MOWER shall pay HOUSTON ninety one thousand two hundred and fifty dollars and NO/100 cents (\$91,250.00) within thirty (30) days of the execution of this CONTRACT for twelve (12) months for reserve bed(s).
- 2) Additional Beds and all other pre-approved and emergency expenses: HOUSTON will provide MOWER an itemized invoice by the 15<sup>th</sup> day of the month for the preceding month's services and expenses set forth in this contract. All invoices are due and payable by the 15<sup>th</sup> day of the following month. Each payment should reference the HOUSTON invoice by number and the billing month.

**C. Corrected Invoices**

MOWER shall notify HOUSTON within ten (10) business days of receiving the invoice of any potential inaccuracies in the invoice. MOWER will promptly remit payment to HOUSTON within thirty (30) days of receiving any corrected invoice.

**D. Contract Termination**

In the event the agreement is terminated before the completion of services, MOWER shall pay HOUSTON for services provided as of the date of termination notice by the party seeking to terminate this agreement.

**V. AUTHORIZED REPRESENTATIVES**

All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.

**A. HOUSTON COUNTY's authorized representative for the purpose of administration of this CONTRACT is:**

Name: Brian Swedberg  
Houston County Sheriff  
Address: 306 South Marshall Street  
Caledonia, MN 55921  
Telephone: (507) 725-3379  
E-Mail: [Brian.Swedberg@co.houston.mn.us](mailto:Brian.Swedberg@co.houston.mn.us)

**B. MOWER'S authorized representative for the purpose of administration of this contract is:**

Name: Steve King  
Mower County Correctional Services Director  
Address: 201 2<sup>nd</sup> Avenue NE, Suite 2  
Austin, MN 55912  
Telephone: 507-437-9454  
E-Mail: [stevek@co.mower.mn.us](mailto:stevek@co.mower.mn.us)

**VI. SUSPENSION/TERMINATION**

- A. Should conditions arise making it impractical or undesirable for the JDC to continue to house juvenile detainees in accordance with the provisions herein, HOUSTON may temporarily suspend or restrict the number of MOWER detainees upon a minimum of a two-week written notice to MOWER. Should this event occur JDC staff shall provide regular updates to MOWER as to the status of the suspension or limitation of services under this contract.**
- B. This contract may be canceled by either party at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, HOUSTON COUNTY shall be entitled to all accrued compensation and reimbursement for expenses set forth herein.**

**VII. FORCE MAJEURE EVENT**

A *Force Majeure Event* is any event or act of nature resulting in the damage or destruction of the JDC, labor difficulties, and other events or circumstances beyond the reasonable control of HOUSTON which render its performance under this agreement impracticable. Upon the occurrence of a Force Majeure event HOUSTON will promptly notify MOWER of occurrence of the event, its effect on performance, and how long HOUSTON expects the event to impact its performance of obligations. Thereafter HOUSTON shall provide updates and information to MOWER as reasonably necessary.

Either Party shall be excused from performance and shall not be in default in respect of any obligation hereunder to the extent that the failure to perform such obligation is due to a Force Majeure event.

**VIII. ASSIGNMENT/SUBCONTRACTING**

- A. HOUSTON shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of MOWER.
- B. HOUSTON shall not subcontract any portion of the work to be performed under this agreement nor assign this agreement without the prior written approval of the authorized representative of MOWER. HOUSTON shall ensure and require that any subcontractor agrees to and complies with all of the terms of this agreement. Any subcontractor of HOUSTON used to perform any portion of this agreement shall report to and bill HOUSTON directly. HOUSTON shall be solely responsible for the breach, performance or nonperformance of any subcontractor.
- C. MOWER is aware of and agrees to the use of Advanced Correctional Healthcare, Inc. as a subcontractor as the JDC's medical provider for juvenile detainees in the JDC.

**IX. LIABILITY**

It is agreed that nothing contained in this agreement is intended or should be construed as creating the relationship of a partnership, joint venture, or association between MOWER and HOUSTON.

JDC employees at all times remain under the direction and supervision of HOUSTON. MOWER employees at all times remain under the direction and supervision of MOWER. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a partnership or agency relationship.

Each party shall be liable for its own acts to the extent provided by law and hereby agree to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees and

expenses of defense, which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the other party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this contract.

MOWER agrees to reimburse HOUSTON for all Workers' Compensation claim expenses related to injuries incurred by HOUSTON employees while transporting and escorting MOWER detainees at MOWER's direction to non-JDC locations.

**X. GOVERNMENT DATA PRACTICES**

The parties agree to comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the JDC and MOWER in accordance with this contract, as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the JDC in accordance with this contract.

HOUSTON will not release any data it collects, maintains, or generates by or on-behalf of MOWER. Further, HOUSTON will notify MOWER within two business days of any request it receives to release data for which MOWER is responsible.

In the event HOUSTON receives a request to release the data regarding MOWER detainees, HOUSTON should immediately notify MOWER. MOWER will provide HOUSTON instructions concerning the release of the data to the requesting party before the data is released. MOWER agrees to provide HOUSTON instructions concerning the release of data to the requesting party before the data is released.

In the event of a data security breach HOUSTON shall fully and immediately comply with applicable state and federal laws and shall take the appropriate steps to remedy such data breach.

**XI. AMENDMENTS**

The parties agree that no change or modification to this contract, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this contract. The execution of the change shall be authorized and signed in the same manner as this contract, or according to other written policies of the original parties.

**XII. NOTICES**

All notices shall be provided by the parties shall be in writing and delivered to the authorized representatives of HOUSTON and MOWER at its address stated herein.

**XIX. AUDIT**

Pursuant to Minn. Stat. §16C.05, Subd. 5, the books, records, documents, and accounting procedures and practices of the JDC relative to this agreement shall be subject to examination by MOWER and the Office of the Minnesota State Auditor. Complete and accurate records of the work performed pursuant to this agreement shall be generated and maintained by HOUSTON for a minimum of six (6) years following termination of this contract for such auditing purposes. The retention period shall be automatically extended during any administrative or judicial action involving HOUSTON and MOWER regarding matters to which the records are relevant.

**XX. CONTROLLING LAW**

The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this contract, the legal relations between the parties and performance under the agreement. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within Houston County, Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the State of Minnesota.

**XXI. SEVERABILITY**

In the event any provision of this contract shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the agreement to fail in its purpose. One or more waivers by either Party of any provision, term, condition or covenant shall not be construed by the other Party as a waiver of a subsequent breach of the same by the other Party.

**XXII. ENTIRE AGREEMENT**

It is understood and agreed that the entire agreement of the parties is contained herein, and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between MOWER and HOUSTON relating to the subject matter hereof.

**XXIII. SURVIVAL OF TERMS**

The following clauses survive the expiration, cancellation or termination of this contract: Liability, Government Data Practices Act, Audit, Severability, Entire Agreement, and Controlling law.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

HOUSTON COUNTY

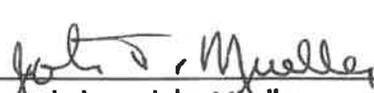
By: (authorized signatures)

 10/15/24  
Date  
Houston County Board Chair

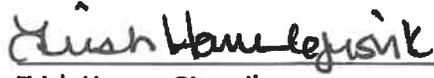
APPROVED:

MOWER COUNTY

By: (authorized signatures)

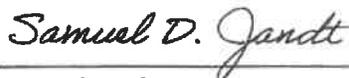
 11/26/24  
Date  
Commissioner John Mueller  
Mower County Board Chair

Attest:

 11/26/24  
Date  
Trish Harren Gjersvik  
Mower County Administrator

APPROVED AS TO FORM  
AND CONTENT:

By:

 12/03/2024  
Date  
Samuel Jandt  
Houston County Attorney

APPROVED AS TO FORM  
AND CONTENT:

By:

 12/2/24  
Date  
Kristen Nelsen  
Mower County Attorney

# Houston County Agenda Request Form

Date Submitted: May 1, 2025 Board Date: May 6, 2025

Person requesting appointment with County Board: Brian Pogodzinski

**Issue:**

The Board awarded the T-Hangar project to Olympic Builders contingent upon State and Federal funding. The FAA has provided feedback on funding and the contractor has informed the county of a 6-7 month delay on hangar materials.

**Attachments/Documentation for the Board's Review:**

Estimated payment schedule from Olympic Builders  
Olympic Builders Agreement

**Justification:**

Lock in prices and get materials ordered for hangar.

**Action Requested:**

Approval of contract for Olympic Builders to proceed with project.

For County Use Only			
<b>Reviewed by:</b>	_____ County Auditor	_____ County Attorney	_____ Zoning Administrator
	_____ Finance Director	_____ County Engineer	_____ Environmental Services
	_____ IS Director	_____ Other (indicate dept)	_____
<b><u>Recommendation:</u></b>			
<b><u>Decision:</u></b>			

All agenda request forms must be submitted to Allison Wagner at [BOC@co.houston.mn.us](mailto:BOC@co.houston.mn.us) by 12:00 p.m. on Thursday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and determine if the request will be heard at a County Board meeting.

### Houston County Hangar payment schedule

30 days	\$98,000.00	Bond, Erectatube downpayment, foundation design
60 days	0.00	
90 Days	\$175,000	Excavation, Erectatube fabrication payment
120 Days	\$245,000	Foundation/floor, reinforcing, concrete accessories
120-240 days	\$0.00	
240 days	\$350,000	Erectatube building delivery
240-350 days	\$440,000	Building erection
350-380	\$189,400	Finish sitework, Asphalt, Electrical, doors, misc finishes

**CONTRACT MANUAL**

**8 Unit T-Hangar Construction**

**Houston County Airport (CHU)**

**24X.136247**

**FAA AIG No. 3-27-0016-014-2025 & AIP 015-2025**

**SP No. A2801-38 & 39**

**Houston County**

**Caledonia, MN**



Real People. Real Solutions.

[Bolton-Menk.com](http://Bolton-Menk.com)

**DOCUMENT 00910 - ADDENDUM NO. 1**

**Project Title:** 8 Unit T-Hangar Construction

**Date:** February 13, 2025

**Client:** Houston County Airport (CHU)

**BMI Project No.:** 24X.136247.000

**Bid Date:** February 20, 2025

**Bid Time:** 1:00 P.M.

**QuestCDN No.:** 9502012

---

**1.1 GENERAL:**

The following changes are, by the issuance of this Addendum, made a part of the Contract Documents for the project referenced above, as if originally contained therein. Execution of the acknowledgment on the bid form shall be the bidder's acceptance of the conditions set forth herein.

**1.2 ACKNOWLEDGMENT:**

This addendum shall be acknowledged on the submitted bid form. Failure to do so may result in the rejection of the bid.

**1.3 PROJECT MANUAL:**

**A. TECHNICAL SPECIFICATIONS**

**1. FAA Special Provision Subsection 70-11 Responsibility for Damage Claims**

- (1) Subsection 70-11 Responsibility for Damage Claims shall be removed entirely, and Contractor shall adhere to **MnDOT 2020 Standard Specifications for Construction Section 1714 Responsibility for Damage Claims; Insurance.**
- (2) Builders Risk Insurance: Contractor shall submit written evidence they have obtained Builders Risk Insurance for the completed value for the entire project.

**1.4 CERTIFICATION:**

I hereby certify that this addendum was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

By: 

Silas P. Parmar, P.E.  
License No: 48688  
Date: February 12, 2025

**\*\*\*\*END OF ADDENDUM NO. 1\*\*\*\***

**CERTIFICATION**

**PROJECT MANUAL**

**FOR**

**8 UNIT T-HANGAR CONSTRUCTION**

**HOUSTON COUNTY AIRPORT (CHU)**

**24X.136247**

**FAA AIG NO. 3-27-0016-014-2025 & AIP 015-2025**

**SP NO. A2801-38 & 39**

**CALEDONIA, MN**

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

By: *Silas Parmar*  
Silas Parmar  
License No. 48688

Date: January 28, 2025

## TABLE OF CONTENTS

8 Unit T-Hangar Construction  
Houston County Airport (CHU)  
24X.136247  
FAA AIG No. 3-27-0016-014-2025 & AIP 015-2025  
SP No. A2801-38 & 39  
Caledonia, MN

### CONTRACT DOCUMENTS:

#### PROJECT MANUAL:

Introductory Information, Bidding Requirements, Contract Forms and Conditions of Contract	
00910	ADDENDUM NO. 1
C-005	CERTIFICATION PAGE
C-010	TABLE OF CONTENTS
C-111	ADVERTISEMENT FOR BIDS
C-200	INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT
C-410	BID FORM FOR CONSTRUCTION CONTRACT
00411	CERTIFICATION OF NON-SEGREGATED FACILITIES
00412	DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION
00413	BUY AMERICAN CERTIFICATE
00415	RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE
00417	DBE LETTER OF INTENT
00418	DBE CERTIFICATE OF GOOD FAITH EFFORT
C-430	BID BOND
C-450	BIDDERS QUALIFICATIONS
C-510	NOTICE OF AWARD
C-520	AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT
C-550	NOTICE TO PROCEED
C-610	PERFORMANCE BOND
C-615	PAYMENT BOND
00616	FOSTERING SMALL BUSINESS PARTICIPATION
00619	CONTRACTORS SAFETY PLAN COMPLIANCE DOCUMENT
00650	FAA GENERAL PROVISIONS
00655	FAA SPECIAL PROVISIONS

#### Technical Specifications

2106	EXCAVATION AND EMBANKMENT
2211	AGGREGATE BASE
2360	PLANT-MIXED BITUMINOUS SURFACING
-----	T-HANGAR REQUEST FOR PROPOSAL (RFP)

### APPENDICES

- Soil Borings
- Construction Safety and Phasing Plan
- Federal Leadership of Reducing Text Messaging while Driving
- Equal Employment Opportunity (EEO)
- Aviation - Special Notice
- Federal Wage Rates
- State Wage Rates
- Truck Rental Rates

**DRAWINGS (UNDER SEPARATE COVER):**

6 sheets numbered G0.01 through E1.01, inclusive, dated January 28, 2025, and with each sheet bearing the following general title:

8 Unit T-Hangar Construction  
Houston County Airport (CHU)  
Houston County

**\*\*\*\*END OF SECTION\*\*\*\***

**ADVERTISEMENT FOR BIDS**  
**8 UNIT T-HANGAR CONSTRUCTION**  
**HOUSTON COUNTY AIRPORT (CHU)**  
24X.136247  
FAA AIG NO. 3-27-0016-014-2025 & AIP 015-2025  
SP NO. A2801-38 & 39  
CALEDONIA, MN

**RECEIPT AND OPENING OF PROPOSALS:** Proposals for the work described below will be received online through QuestCDN.com until 1:00 P.M. on Thursday, February 20, 2025 at which time the bids will be opened and publicly read online via Microsoft Teams. Please use the link or call-in number/conference ID below to see and/or hear the bid opening results:

1. Microsoft Teams Meeting Link: <https://tinyurl.com/hocohangar>
2. Call: 612-428-8778, Conference ID 894 542 482#

**DESCRIPTION OF WORK:** The work includes the construction of approximately:

ITEM	QTY	UNIT
<b>BASE BID</b>		
8 UNIT T-HANGAR, COMPLETE	1	LUMP SUM
<b>BID ALTERNATE 1</b>		
DEDUCT AMOUNT FOR TWO-BAYS FROM BASE BID TO CONSTRUCT 6 UNIT T-HANGAR	1	LUMP SUM

together with numerous related items of work, all in accordance with Plans and Specifications. This project is subject to Prevailing Wage Rates, Truck Rentals, Disadvantaged Business Enterprise Goals, Targeted Group Business Program Goals, and Veteran-Owned Small Business, Equal Employment Opportunity Provisions, Buy American Iron and Steel Provisions, and Responsible Contractor Certification.

**COMPLETION OF WORK:** All work under the Contract must be substantially complete by December 1, 2025.

**PLAN HOLDERS LIST, ADDENDUMS AND BID TABULATION:** The plan holders list, addendums and bid tabulations will be available for download on-line at [www.questcdn.com](http://www.questcdn.com) or [www.bolton-menk.com](http://www.bolton-menk.com).

**FUNDING SOURCES:** Houston County, MN, Federal Aviation Administration, and the Mn/DOT Office of Aeronautics are sources of funding for this project.

**FEDERAL CONTRACT REQUIREMENTS:** The following Federal Requirements for Construction Contracting are incorporated by reference and apply to this project:

Buy American Preferences (Title 49 United States Code, CHAPTER 501)

Foreign Trade Restriction: Denial of Public Works Contracts to Suppliers of Goods and Services of Countries that Deny Contracts to Suppliers of Goods and Services of Countries that Deny Procurement Market Access to U.S. Contractors (*DOT Regulation 49 CFR PART 30*)

Davis Bacon Act (DOL Regulations 29 CFR Part 5)

Affirmative Action to Ensure Equal Employment Opportunity (*Executive Order 11246 and DOL Regulation 41 CFR PART 60*)

Government wide Debarment and Suspension and Government wide Requirements for Drug-free Workplace (*DOT Regulation 49 CFR PART 29*)

**DISADVANTAGE BUSINESS ENTERPRISES (DBE):** The County hereby notifies all bidders that in regard to any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit bids and /or proposals and will not be subject to discrimination on the basis of race, color, sex, age, religion, or national origin.

**TO OBTAIN BID DOCUMENTS:** Complete digital project bidding documents are available at [www.questcdn.com](http://www.questcdn.com) or [www.bolton-menk.com](http://www.bolton-menk.com). You may view the digital plan documents for free by entering Quest project # 9502012 on the website's Project Search page. Documents may be downloaded for \$50.00. Please contact QuestCDN.com at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in free membership registration, viewing, downloading, and working with this digital project information.

**BID SUBMITTAL:** A Bid shall be submitted online no later than the date and time prescribed. For this project, the County will only be accepting online electronic bids through Quest CDN. To access the electronic bid form, download the project documents and click the online bidding button at the top of the advertisement. Prospective bidders must be on the plan holders list through QuestCDN for bids to be accepted.

**BID SECURITY:** A proposal bond in the amount of not less than 5 percent of the total amount bid, drawn in favor of Houston County shall accompany each bid.

**OWNER'S RIGHTS RESERVED:** The Owner reserves the right to reject any or all bids and to waive any irregularities and informalities therein and to award the Contract to other than the lowest bidder if, in their discretion, the interest of the Owner would be best served thereby.

**DATED:** January 28, 2025

**/S/** Brian Pogodzinski

Houston County Engineer

**Published:**

Caledonia Argus: February 5, 2025

QuestCDN: January 30, 2025

**\*\*\*\*END OF SECTION\*\*\*\***

# INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

	Page
ARTICLE 1 – Defined Terms	1
ARTICLE 2 – Bidding Documents	1
ARTICLE 3 – Qualifications Of Bidders	2
ARTICLE 4 – Pre-Bid Conference	2
ARTICLE 5 – Site and Other Areas; Existing Site Conditions; Examination of Site; Owner’s Safety Program; Other Work at the Site	2
ARTICLE 6 – Bidder’s Representations and Certifications	4
ARTICLE 7 – Interpretations and Addenda	4
ARTICLE 8 – Bid Security	4
ARTICLE 9 – Contract Times	5
ARTICLE 10 – Substitute and Or-Equal Items	5
ARTICLE 11 – Subcontractors, Suppliers, And Others	5
ARTICLE 12 – Preparation of Bid	6
ARTICLE 13 – Basis of Bid	7
ARTICLE 14 – Submittal of Bid	7
ARTICLE 15 –Modification and Withdrawal Of Bid	8
ARTICLE 16 – Opening of Bids	8
ARTICLE 17 – Bids to Remain Subject to Acceptance	8
ARTICLE 18 – Evaluation Of Bids and Award of Contract	8
ARTICLE 19 – Bonds and Insurance	9
ARTICLE 20 – Signing of Agreement	9
ARTICLE 21 –Sales and Use Taxes	9
ARTICLE 22 – Contracts to Be Assigned	9
]	

## **ARTICLE 1—DEFINED TERMS**

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the FAA General Provisions and FAA Special Provisions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. Issuing Office—The office from which the Bidding Documents are to be issued, and which registers plan holders.

## **ARTICLE 2—BIDDING DOCUMENTS**

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid. Bidders may rely that sets of Bidding Documents obtained in this manner are complete unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms or other sources, or for a Bidder's failure to obtain Addenda if they are not a registered plan holder.
- 2.05 Electronic Documents
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.
- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

### **ARTICLE 3—QUALIFICATIONS OF BIDDERS**

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within 5 days of Owner's request, Bidder must submit the following information:
- A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
  - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
  - C. Bidder's state or other contractor license number, if applicable.
  - D. Subcontractor and Supplier qualification information.
  - E. Other required information regarding qualifications.

### **ARTICLE 4—PRE-BID CONFERENCE**

- 4.01 No Pre-Bid Conference is scheduled for this project.

### **ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE**

#### 5.01 Site and Other Areas

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

#### 5.02 Existing Site Conditions

##### A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

- 1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
  - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
  - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
  - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
    - 1) Technical Data contained in such reports and drawings.
- 2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the Technical Data, has been identified and established in the FAA General Provisions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Section 20-06 of the FAA General Provisions will apply.
- B. *Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.*
- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Section 70-15 of the FAA General Provisions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Section 70-15 of the FAAFAA General Provisions.

#### 5.03 *Other Site-related Documents*

- A. In addition to the documents regarding existing Site conditions referred to in Paragraph 5.02.A, the following other documents relating to conditions at or adjacent to the Site are known to Owner and made available to Bidders for reference:
  1. No other site related documents are available.

#### 5.04 *Site Visit and Testing by Bidders*

- A. Bidder may visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit, the Bidder must not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- D. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. As the FAA General Provisions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

**ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

6.01 Express Representations and Certifications in Bid Form, Agreement

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

**ARTICLE 7—INTERPRETATIONS AND ADDENDA**

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing to the Issuing Office. Contact information and submittal procedures for such questions are as follows:  
  
12224 Nicollet Avenue, Burnsville, MN 55337-1649, (952) 890-0509, fax (952) 890-8065
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

**ARTICLE 8—BID SECURITY**

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Section 20 of the General Provisions. Such Bid bond will be issued in the form included in the Bidding Documents.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security

within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.

- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 90 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

#### **ARTICLE 9—CONTRACT TIMES**

- 9.01 All work shall be completed by December 1, 2025.

#### **ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS**

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 10.02 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an "or-equal" or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request must comply with the requirements of Section 30 of the General Provisions, and the review of the request will be governed by the principles in those paragraphs. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner.
- 10.03 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

#### **ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 11.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work within five days after Bid opening:
  - A. There are no key categories of work.

- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Section 30-03 of the FAA General Provisions.

#### **ARTICLE 12—PREPARATION OF BID**

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed.
  - B. Paper bids, if applicable, must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form.
  - C. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
  - D. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 12.02 When submitting a paper bid, if Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder's name and official address.

- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 When submitting a paper bid, all names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

#### **ARTICLE 13—BASIS OF BID**

- 13.01 Unit Price
- 13.02 Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
  - A. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
  - B. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
  - C. All "Bid Unit Prices" will be calculated and entered to the \$0.01. Discrepancies will be resolved by the unit price being the first two significant digits after the decimal point as entered in the bid tabulation.

#### **ARTICLE 14—SUBMITTAL OF BID**

- 14.01 The Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid. Paper bids, if applicable, must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted. Paper bids that are not accepted will be returned to the Bidder unopened.

## **ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID**

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

## **ARTICLE 16—OPENING OF BIDS**

- 16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. A tabulation of the total amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

## **ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

## **ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 18.05 *Evaluation of Bids*
  - A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
  - B. For the determination of the apparent low Bidder(s) when alternate(s) are submitted, Bids will be compared on the basis of the sum of the base bid and the alternate(s) selected by the Owner for award.
  - C. For determination of the apparent low Bidder(s) when sectional bids are submitted, Bids will be compared on the basis of the aggregate of the Bids for separate sections and the Bids for combined sections that result in the lowest total amount for all of the Work.

- D. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
  - E. For the determination of the apparent low Bidder when cost-plus-fee bids are submitted, Bids will be compared on the basis of the Guaranteed Maximum Price set forth by Bidder on the Bid Form.
- 18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

#### **ARTICLE 19—BONDS AND INSURANCE**

- 19.01 Section 30-05 of the FAA General Provisions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.
- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

#### **ARTICLE 20—SIGNING OF AGREEMENT**

- 20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Section 30-06 of the FAA General Provisions.

#### **ARTICLE 21—SALES AND USE TAXES**

- 21.01 Sales tax is to be included in the Bid.

#### **ARTICLE 22 - CONTRACTS TO BE ASSIGNED**

- 22.01 No Supplementary Conditions in this Article.

Items to Be Submitted with the Bid

for

8 Unit T-Hangar Construction

Houston County Airport (CHU)

24X.136247

FAA AIG No. 3-27-0016-014-2025 & AIP 015-2025

SP No. A2801-38 & 39

Houston County

Caledonia, MN

# BID FORM FOR CONSTRUCTION CONTRACT

8 Unit T-Hangar Construction  
Houston County Airport (CHU)  
24X.136247  
FAA AIG No. 3-27-0016-014-2025 & AIP 015-2025  
SP NO. A2801-38 & 39  
Caledonia, MN

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Provisions, and the Special Provisions.

## ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: Houston County, 1124 East Washinton St., Caledonia, MN 55921. Refer to the Advertisement for Bids for submittal location, format, and deadline for consideration.
- 1.02 This bid form is provided for Bidders reference. The Bid must be submitted to Houston County electronically through QuestCDN.
- 1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
  - A. Bid Form (Section 00410)
  - B. Certificate of Non-Segregated Facilities (Section 00411)
  - C. Disadvantaged Business Enterprise Utilization (Section 00412)
  - D. Buy American Certificate (Section 00413)
  - E. Responsible Contractor Verification and Certification of Compliance Prime Contractor Bid Form Attachment (Section 00415)
  - F. DBE Letter of Intent (Section 00417)
  - G. DBE Certificate of Good Faith Effort (Section 00418)
  - H. Required Bid security (Section 00430)

## ARTICLE 3—BASIS OF BID

- 3.01 Unit Price Bids
- 3.02 Bidder will perform the Work listed in the Bid Schedule at the indicated unit prices.
  - A. Bidder acknowledges that:
    1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

**ARTICLE 4—TIME OF COMPLETION**

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

**ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

5.01 Bid Acceptance Period

- A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 Instructions to Bidders

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 Receipt of Addenda

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	February 13, 2025

5.04 The BIDDER, by submission of a proposal, acknowledges that award of this contract is subject to the provisions of the Davis-Bacon Act. The BIDDER accepts the requirement to pay prevailing wages for each classification and type of worker as established in the attached wage rate determination as issued by the United States Department of Labor. The BIDDER further acknowledges and accepts their requirement to incorporate the provision to pay the established prevailing wages in every subcontract agreement entered into by the Bidder under this project.

5.05 Compliance Reports (41 CFR Part 60-1.7): Within 30 days after award of this contract, the Contractor/Subcontractor shall file a compliance report (Standard Form 100) if s/he has not submitted a complete compliance report within 12 months preceding the date of award. This report is required if the Contractor/Subcontractor meets all of the following conditions:

- A. Contractors/Subcontractors are not exempt based on 41 CFR 60-1.5.
- B. Has 50 or more employees.
- C. Is a Prime Contractor or first tier Subcontractor.
- D. There is a contract, subcontract, or purchase order amounting to \$50,000 or more.

- 5.06 The BIDDER acknowledges that the OWNER has established a contract Disadvantaged Business Enterprise goal of 1.7% for this project. The BIDDER acknowledges and accepts the requirements to apply and document good faith efforts, as defined in Appendix A, 49 CFR Part 26, for subcontracting a portion of the prime contract to certified Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26 for purposes of meeting the OWNER'S established goal. The BIDDER, if complying with this requirement, proposes participation by Disadvantaged Business Enterprises as stated on the attached forms, "Utilization Statement" and "Letter of Intent."

## **ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

### **6.01 Bidder's Representations**

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
  2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the in the FAA General Provisions, with respect to the Technical Data in such reports and drawings.
  5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any site related reports and drawing identified in the Bidding documents, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
  7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
  9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of

discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 6.02 Bidder's Certifications

##### A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

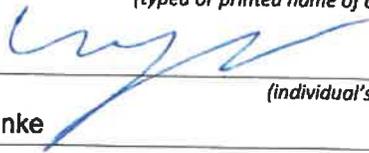
BIDDER hereby submits this Bid as set forth above:

Bidder:

Olympic Builders General Contractors, Inc.

*(typed or printed name of organization)*

By:



*(individual's signature)*

Name: William Yahnke

*(typed or printed)*

Title: President

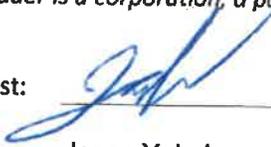
*(typed or printed)*

Date: February 20, 2025

*(typed or printed)*

*If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.*

Attest:



*(individual's signature)*

Name: Jason Yahnke

*(typed or printed)*

Title: CEO/Corporate Secretary

*(typed or printed)*

Date: February 20, 2025

*(typed or printed)*

Address for giving notices:

405 North Star Road, Holmen, WI 54636

Bidder's Contact:

Name: Jason Yahnke

*(typed or printed)*

Title: CEO/Corporate Secretary

*(typed or printed)*

Phone: 608-526-4622

Email: office@olympicbuildersgc.com

Address:

405 North Star Road, Holmen, WI 54636

Bidder's Contractor License No.: (if applicable) DC-059500541



## CERTIFIED RESOLUTION

I, Jason Yahnke, do hereby certify that I am Secretary of Olympic Builders General Contractors, Inc., a corporation organized and existing under the laws of the State of Wisconsin, and the following is a true and correct copy of the resolution adopted at a meeting by consent of the Board of Directors of Olympic Builders General Contractors, Inc., held on 30<sup>th</sup> day of September, 2011, in accordance with the By-Laws of the corporation:

BE IT RESOLVED, that William Yahnke as President, of the corporation is hereby authorized to execute contracts on behalf of the corporation regardless of the type or nature of said contract, and in particular, but not limited to, is authorized to enter into contracts between the corporation and the State of Wisconsin and/or any other governmental agency and/or authority and/or private entity.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of the corporation and affixed its seal this 1<sup>st</sup> day of October, 2011.

  
Jason Yahnke, Secretary



**BID FORM**

8 UNIT T-HANGAR CONSTRUCTION

AIG NO. 3-27-0016-014-2025 / AIP 015-2026 / SP NO A2801-38 & 39

HOUSTON COUNTY AIRPORT (CHU)

CALEDONIA, MINNESOTA

BMI PROJECT NO. 24X.136247

ONLY ONE BIDDING SCHEDULE from each BIDDER shall be considered for the project. When more than one BIDDING SCHEDULE from an individual BIDDER is received only the last submittal meeting the bidding requirements shall be considered and all other copies shall be left unopened.

In the CONTRACT DOCUMENTS for the following unit prices:

; tax and all applicable taxes and fees.

erals, make extension for each item, and total.

ITEM NO.	SPEC. NO.	ITEM	APPROX. QUANT.	UNIT	UNIT PRICE	AMOUNT
----------	-----------	------	----------------	------	------------	--------

**BASE BID - 8 UNIT T-HANGAR**

1	-	8 UNIT T HANGAR; COMPLETE DESIGN BUILD	1	LUMP SUM		\$ _____
2	-	DEDUCT AMOUNT FROM BASE BID FOR REMOVING TWO BAYS TO CONSTRUCT 6 UNIT T-HANGAR; COMPLETE DESIGN BUILD	-1	LUMP SUM		\$ _____

Submit Online Only

**SECTION 00411 - CERTIFICATION OF NON-SEGREGATED FACILITIES**

**PART 1 -- GENERAL**

The Federally-assisted construction contractor certifies that he will not maintain or provide, for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Federally assisted construction contractor certifies that he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in his contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on a basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The Federally-assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that he will retain such certifications in his files.

Olympic Builders General Contractors, Inc.

CONTRACTOR OR SUBCONTRACTOR:

February 20, 2025

DATE:

FORM TO BE COMPLETED AND SUBMITTED WITH THE BID

**\*\*\*\*END OF SECTION\*\*\*\***

No quotes received

SECTION 00412 – DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

UTILIZATION STATEMENT  
Disadvantage Business Enterprise

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner.  
(Please mark the appropriate box)

- The bidder/offeror is committed to a minimum of \_\_\_\_\_% DBE utilization on this contract.
- The bidder/offeror, while unable to meet the DBE goal of \_\_\_\_\_%, hereby commits to a minimum of \_\_\_\_\_% DBE utilization on this contract and also submits documentation, as an attachment demonstrating good faith efforts (GFE).

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Civil Right Staff of the Federal Aviation Administration.

Olympic Builders General Contractors, Inc.

Bidder's/Offeror's Firm Name



Signature

(Jason Yahnke)

February 20, 2025

Date

DBE UTILIZATION SUMMARY

	<u>Contract Amount</u>		<u>DBE Amount</u>	<u>Contract Percentage</u>
DBE Prime Contractor	\$ _____	x 1.00 =	\$ _____	_____ %
DBE Subcontractor	\$ _____	x 1.00 =	\$ _____	_____ %
DBE Supplier	\$ _____	x 0.60 =	\$ _____	_____ %
DBE Manufacturer	\$ _____	x 1.00 =	\$ _____	_____ %
Total Amount DBE			\$ _____	_____ %
DBE Goal			\$ _____	_____ %

\*If the total proposed DBE participation is less than the established DBE goal, Bidder must provide written documentation of the good faith efforts as required by 49 CFR Part 26.

\*\*\*\*END OF SECTION\*\*\*\*

**DOCUMENT 00413 – CERTIFICATION OF COMPLIANCE WITH FAA BUY AMERICAN PREFERENCE –  
EQUIPMENT/BUILDING PROJECTS (A4.33)**

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101, and other Made in America Laws, U.S. statutes, guidance, and FAA policies by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing steel and manufactured products produced in the United States;
  - b) Only installing construction materials defined as: an article, material, or supply –other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
  - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.
  - b) To faithfully comply with providing U.S. domestic product.
  - c) To furnish U.S. domestic product for any waiver request that the FAA rejects.
  - d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
  - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
  - c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.

- d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

**Required Documentation**

**Type 2 Waiver (Nonavailability)** - The iron, steel, manufactured goods or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

**Type 3 Waiver** – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108 (products of unknown origin must be considered as non- domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

**Type 4 Waiver (Unreasonable Costs)** - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bidders and/or offerors;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

February 20, 2025

Date



Signature

(Jason Yahnke)

Olympic Builders General Contractors, Inc.

Company Name

CEO/Corporate Secretary

Title

\*\*\*\*END OF SECTION\*\*\*\*

**RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE  
PRIME CONTRACTOR BID FORM ATTACHMENT**

**PROJECT NUMBER: 24X.136247**

**This form includes changes by statutory references from the Laws of Minnesota 2015, chapter 64, sections 1-9. This form must be submitted with the bid form submitted for this project. A bid form received without this form, may be rejected.**

Minn. Stat. § 16C.285, Subd. 7. **IMPLEMENTATION.** ... any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...

Minn. Stat. § 16C.285, Subd. 3. **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

(1) The Contractor:

- (i) is in compliance with workers' compensation and unemployment insurance requirements;
- (ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees;
- (iii) has a valid federal tax identification number or a valid Social Security number if an individual; and
- (iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.

(2) The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.03, 181.101, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:

- (i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during the three-year period;
- (ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final;
- (iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
- (iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
- (v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
- (vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;\*

(3)	The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;*
(4)	The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;*
(5)	The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;*
	*Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
(6)	The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar a contractor; and
(7)	All subcontractors and motor carriers that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

**Minn. Stat. § 16C.285, Subd. 5. SUBCONTRACTOR VERIFICATION.**

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Subd. 5a. Motor carrier verification. A prime contractor or subcontractor shall obtain annually from all motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each motor carrier. A prime contractor or subcontractor shall require each such motor carrier to provide it with immediate written notification in the event that the motor carrier no longer meets one or more of the minimum criteria in subdivision 3 after submitting its annual verification. A motor carrier shall be ineligible to perform work on a project covered by this section if it does not meet all the minimum criteria in subdivision 3. Upon request, a prime contractor or subcontractor shall submit to the contracting authority the signed verifications of compliance from all motor carriers providing for-hire transportation of materials, equipment, or supplies for a project.

**Minn. Stat. § 16C.285, Subd. 4. VERIFICATION OF COMPLIANCE.**

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3, with the exception of clause (7), at the time that it responds to the solicitation document.

A contracting authority may accept a signed statement under oath as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. A prime contractor, subcontractor, or motor carrier that fails to verify compliance with any one of the required minimum criteria or makes a false statement under oath in a verification of compliance shall be ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor or motor carrier that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria. A verification of compliance need not be notarized. An electronic verification of compliance made and submitted as part of an electronic bid shall be an acceptable verification of compliance under this section provided that it contains an electronic signature as defined in section 325L.02, paragraph (h).

**CERTIFICATION**

**By signing this document I certify that I am an owner or officer of the company, and I certify under oath that:**

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285, and**
- 2) if my company is awarded a contract, I will submit Attachment A-1 prior to contract execution, and**
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.**

Authorized Signature of Owner or Officer: 	Printed Name: Jason Yahnke
Title: CEO/Corporate Secretary	Date: February 20, 2025
Company Name: Olympic Builders General Contractors, Inc.	

**NOTE: Minn. Stat. § 16C.285, Subd. 2, (c) If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.**

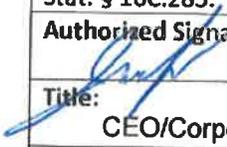
**RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE  
ATTACHMENT A-1  
FIRST-TIER SUBCONTRACTORS LIST**

**SUBMIT PRIOR TO EXECUTION OF A CONSTRUCTION CONTRACT  
PROJECT NUMBER: 24X.136247**

Minn. Stat. § 16C.285, Subd. 5. A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

FIRST TIER SUBCONTRACTOR NAMES* (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located
Marso Electric	Decorah, IA

\*Attach additional sheets as needed for submission of all first-tier subcontractors.

<b>SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-1</b>	
By signing this document I certify that I am an owner or officer of the company, and I certify under oath that: All first-tier subcontractors listed on attachment A-1 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.	
Authorized Signature of Owner or Officer: 	Printed Name: Jason Yahnke
Title: CEO/Corporate Secretary	Date: February 20, 2025
Company Name: Olympic Builders General Contractors, Inc.	

**RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE  
ATTACHMENT A-2  
ADDITIONAL SUBCONTRACTORS LIST**

**PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT  
PROJECT NUMBER: 24X.136247**

This form must be submitted to the Project Manager or individual as identified in the solicitation document.

Minn. Stat. § 16C.285, Subd. 5. If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors. ...

<b>ADDITIONAL SUBCONTRACTOR NAMES* (Legal name of company as registered with the Secretary of State)</b>	<b>Name of city where company home office is located</b>
None	

\*Attach additional sheets as needed for submission of all additional subcontractors.

<b>SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2</b>	
<b>By signing this document I certify that I am an owner or officer of the company, and I certify under oath that: All additional subcontractors listed on Attachment A-2 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.</b>	
<b>Authorized Signature of Owner or Officer:</b> 	<b>Printed Name:</b> Jason Yahnke
<b>Title:</b> CEO/Corporate Secretary	<b>Date:</b> February 20, 2025
<b>Company Name:</b> Olympic Builders General Contractors, Inc.	

**DOCUMENT 00417 - DBE LETTER OF INTENT**

**TITLE 49 CFR 26**

*(This page shall be submitted for each DBE firm)*

**Bidder/Offer:** Name: Olympic Builders General Contractors, Inc.  
Address: 405 North Star Road  
City: Holmen State: WI Zip: 54636

**DBE Firm:** DBE Firm (No quotes received)  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**DBE Contact Person:** Name: \_\_\_\_\_ Phone: ( )

**DBE Certifying Agency:** \_\_\_\_\_ Expiration Date: \_\_\_\_\_

*Each DBE Firm shall submit evidence (such as a photocopy) of their certification status*

**CLASSIFICATION:**  Prime Contractors  Subcontractors  Joint Venture  
 Manufacturer  Supplier

**DBE CATEGORY:**  Black American  Hispanic American  
 Native American  Subcont. Asian American  
 Asian Pacific American  Non-minority Women

Work item(s) to be performed by DBE	Description of Work Item	Cost	Percentage of Total Contract
(No quotes received)			

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above in an effort to meet the project DBE goal of 1.7%. The estimated participation is as follows:

DBE amount: \$ \_\_\_\_\_ Percent of total contract: \_\_\_\_\_ %

**AFFIRMATION:**

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: \_\_\_\_\_  
(Signature) (Title)

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

FORM TO BE COMPLETED AND SUBMITTED WITH THE BID DOCUMENTS

**DOCUMENT 00418 - DBE CERTIFICATE OF GOOD FAITH EFFORTS**

TITLE 49 CFR 26

Project Name: 8 Unit T-Hangar Construction  
 Prime Contractor: Olympic Builders General Contractors, Inc.  
 Low Bid: \_\_\_\_\_  
 DBE Goal: 1.7%  
 Total DBE Commitment: none

**LIST YOUR SOLICITATION OF ALL SUBCONTRACTORS, SUPPLIERS, AND SERVICE PROVIDERS**

Subcontractor/Supplier/Service Provider	DBE?		Small Business? (as defined by § 26.65)		Phone	Dates, Method of Contact		Description of Work	Dollar Amount of Quote
	Yes	No	Yes	No		Letter	Phone		
1. Blackstone Contractors, LLC	✓				763-291-7728	2/6/25		Concrete	No response
2. CR Concrete, Inc.	✓				651-775-0086	2/6/25		Concrete	No response
3. F&S Concrete Paving Inc.	✓				320-834-4578	2/6/25		Concrete	No response
4. Designing Earth Contracting, Inc.	✓				763-413-2853	2/6/25		Excavating	No response
5. Korby Contracting Co, Inc.	✓				218-770-8596	2/6/25		Excavating	No response
6. Kamish Excavating Inc.	✓				651-457-3600	2/6/25		Excavating	No response
7. Karen's Electric Inc.	✓				320-259-1986	2/6/25		Electrical	No response
8. Ross Electric Company Inc.	✓				612-702-7840	2/6/25		Electrical	No response
9. Grace Electric	✓				701-371-3931	2/6/25		Electrical	No response
10. Gunnar Electric, Inc.	✓				952-937-9262	2/6/25		Electrical	No response

(Make additional copies of this form as necessary)

Form to be completed and submitted with the Bid Documents

GOOD FAITH EFFORTS AFFIDAVIT

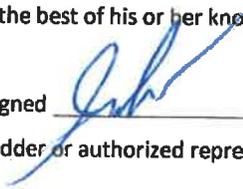
STATE OF ~~MINNESOTA~~ Wisconsin

COUNTY OF ~~Houston~~ La Crosse

I, Jason Yahnke hereby acknowledge that I am the CEO/Corporate Secretary of Olympic Builders General Contractors, Inc., that has been identified as the apparent successful bidder of the project.

Project Name: 8 Unit T-Hangar Construction  
Caledonia, MN

The undersigned, having been first duly sworn, says that the information given in the above certificate is true and correct to the best of his or her knowledge and belief.

Signed   
Bidder or authorized representative

Subscribed and sworn to before me

This 20th day of February, 2025



Notary Public



My commission expires November 6, 2026

FORM TO BE COMPLETED AND SUBMITTED WITH THE BID DOCUMENTS

\*\*\*\*END OF SECTION\*\*\*\*

# BID FORM FOR CONSTRUCTION CONTRACT

8 Unit T-Hangar Construction  
Houston County Airport (CHU)  
24X.136247  
FAA AIG No. 3-27-0016-014-2025 & AIP 015-2025  
SP NO. A2801-38 & 39  
Caledonia, MN

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Provisions, and the Special Provisions.

## ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: Houston County, 1124 East Washinton St., Caledonia, MN 55921. Refer to the Advertisement for Bids for submittal location, format, and deadline for consideration.
- 1.02 This bid form is provided for Bidders reference. The Bid must be submitted to Houston County electronically through QuestCDN.
- 1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
  - A. Bid Form (Section 00410)
  - B. Certificate of Non-Segregated Facilities (Section 00411)
  - C. Disadvantaged Business Enterprise Utilization (Section 00412)
  - D. Buy American Certificate (Section 00413)
  - E. Responsible Contractor Verification and Certification of Compliance Prime Contractor Bid Form Attachment (Section 00415)
  - F. DBE Letter of Intent (Section 00417)
  - G. DBE Certificate of Good Faith Effort (Section 00418)
  - H. Required Bid security (Section 00430)

## ARTICLE 3—BASIS OF BID

- 3.01 Unit Price Bids
- 3.02 Bidder will perform the Work listed in the Bid Schedule at the indicated unit prices.
  - A. Bidder acknowledges that:
    1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

**ARTICLE 4—TIME OF COMPLETION**

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

**ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

- 5.01 Bid Acceptance Period
  - A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

- 5.02 Instructions to Bidders
  - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

- 5.03 Receipt of Addenda
  - A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	February 13, 2025

- 5.04 The BIDDER, by submission of a proposal, acknowledges that award of this contract is subject to the provisions of the Davis-Bacon Act. The BIDDER accepts the requirement to pay prevailing wages for each classification and type of worker as established in the attached wage rate determination as issued by the United States Department of Labor. The BIDDER further acknowledges and accepts their requirement to incorporate the provision to pay the established prevailing wages in every subcontract agreement entered into by the Bidder under this project.
- 5.05 Compliance Reports (41 CFR Part 60-1.7): Within 30 days after award of this contract, the Contractor/Subcontractor shall file a compliance report (Standard Form 100) if s/he has not submitted a complete compliance report within 12 months preceding the date of award. This report is required if the Contractor/Subcontractor meets all of the following conditions:
  - A. Contractors/Subcontractors are not exempt based on 41 CFR 60-1.5.
  - B. Has 50 or more employees.
  - C. Is a Prime Contractor or first tier Subcontractor.
  - D. There is a contract, subcontract, or purchase order amounting to \$50,000 or more.

- 5.06 The BIDDER acknowledges that the OWNER has established a contract Disadvantaged Business Enterprise goal of 1.7% for this project. The BIDDER acknowledges and accepts the requirements to apply and document good faith efforts, as defined in Appendix A, 49 CFR Part 26, for subcontracting a portion of the prime contract to certified Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26 for purposes of meeting the OWNER'S established goal. The BIDDER, if complying with this requirement, proposes participation by Disadvantaged Business Enterprises as stated on the attached forms, "Utilization Statement" and "Letter of Intent."

#### **ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

##### **6.01 Bidder's Representations**

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
  2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the in the FAA General Provisions, with respect to the Technical Data in such reports and drawings.
  5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any site related reports and drawing identified in the Bidding documents, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
  7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
  9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of

discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 6.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

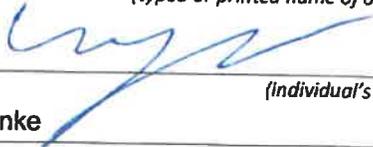
BIDDER hereby submits this Bid as set forth above:

Bidder:

Olympic Builders General Contractors, Inc.

*(typed or printed name of organization)*

By:



*(individual's signature)*

Name: William Yahnke

*(typed or printed)*

Title: President

*(typed or printed)*

Date: February 20, 2025

*(typed or printed)*

*If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.*

Attest:



*(individual's signature)*

Name: Jason Yahnke

*(typed or printed)*

Title: CEO/Corporate Secretary

*(typed or printed)*

Date: February 20, 2025

*(typed or printed)*

Address for giving notices:

405 North Star Road, Holmen, WI 54636

Bidder's Contact:

Name: Jason Yahnke

*(typed or printed)*

Title: CEO/Corporate Secretary

*(typed or printed)*

Phone: 608-526-4622

Email: office@olympicbuildersgc.com

Address:

405 North Star Road, Holmen, WI 54636

Bidder's Contractor License No.: (if applicable) DC-059500541



**CERTIFIED RESOLUTION**

I, Jason Yahnke, do hereby certify that I am Secretary of Olympic Builders General Contractors, Inc., a corporation organized and existing under the laws of the State of Wisconsin, and the following is a true and correct copy of the resolution adopted at a meeting by consent of the Board of Directors of Olympic Builders General Contractors, Inc., held on 30<sup>th</sup> day of September, 2011, in accordance with the By-Laws of the corporation:

BE IT RESOLVED, that William Yahnke as President, of the corporation is hereby authorized to execute contracts on behalf of the corporation regardless of the type or nature of said contract, and in particular, but not limited to, is authorized to enter into contracts between the corporation and the State of Wisconsin and/or any other governmental agency and/or authority and/or private entity.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of the corporation and affixed its seal this 1<sup>st</sup> day of October, 2011.

  
Jason Yahnke, Secretary



Items to Be Executed After Bid Opening

for

8 Unit T-Hangar Construction

Houston County Airport (CHU)

24X.136247

FAA AIG No. 3-27-0016-014-2025 & AIP 015-2025

SP No. A2801-38 & 39

Houston County

Caledonia, MN

(The Low Bidder May Be Requested to Provide This Information After  
the Bids Are Received But Prior to Issuing the Notice of Award)

## BIDDERS QUALIFICATIONS

### GENERAL INFORMATION

The low bidder is requested to furnish the following information. Additional sheets shall be attached as required.

Contractor's name and address: Olympic Builders General Contractors, Inc.

405 North Star Road

Holmen, WI 54636

Number of years as a Contractor in construction work of this type: 46 Years

Names and titles of all officers of Contractor's firm: Jason Yahnke, Corporate Secretary / CEO

Justin Yahnke, Vice President; William Yahnke, President/Treasurer; Julie Yahnke, Vice President

SUBMIT a list of three construction contracts completed by the Contractor during the last five years involving work of similar type and comparable value. The list shall include the following information as a minimum:

- Name, address, and telephone number of owner.
- Name of project.
- Location of project.
- Brief description of the work involved.
- Contract amount.
- Date of completion of contract.
- Name, address and telephone number of architect or engineer.
- Name of owner's project engineer.

### EQUIPMENT/MATERIAL SOURCE INFORMATION

The low bidder is requested to list the name of the manufacturer or supplier and catalog numbers of the equipment or material proposed to be furnished under the bid. Awarding of a contract under this bid will not imply approval by the Owner of the manufacturers or suppliers listed by the low bidder.

- T-Hangar materials per the included Request for Proposal (RFP) Erect-A-Tube
- Granular Subbase Wieser Septic & Excavating
- Aggregate Base Dunn Blacktop
- Bituminous Dunn Blacktop
- Pavement Marking Dunn Blacktop
- Landscaping Material Wieser Septic & Excavating

\*\*\*\*END OF SECTION\*\*\*\*



### Previous Municipal Buildings

Rushford Airport T-Hangars July, 2024	City of Rushford 32618 Airport Road Rushford, MN 55962 507-864-7974	Mead & Hunt 952-941-5619	\$992,985
Ho-Chunk Storage Buildings August, 2024	Ho-Chunk Nation W9410 Wakaja Huk Road, Black River Falls, WI 54615 E11078 Shady Lane Road, Baraboo, WI 53913 608-374-3950	Ho-Chunk DOT	\$574,806
Hamilton Public Works/Town Hall March, 2024	Town of Hamilton N5291 State Road 108 West Salem, WI 54669 608-786-1516	S E H 608-782-3161	\$3,317,356
Chippewa Valley Airport Hangars October, 2021	Chippewa Valley Regional Airport 3800 Starr Avenue Eau Claire, WI 54703 715-839-5101	CBS Squared 715-861-5226	\$554,951
Public Works Garage August, 2021	Village of Lake Delton 121 Skyline Drive Lake Delton, WI 53940 608-254-2558	MSA Professional Serv. 608-356-2771	\$1,047,191
Rushford Truck Station April, 2021	Minnesota Dept. of Transportation 902 Enterprise Drive Rushford, WI 55971 651-366-3571	T K D A Architects 651-292-4400	\$ 343,879
La Crosse Airport Hangers September, 2019	City of La Crosse 741 Fishermans Road La Crosse, WI 54601 608-789-7464	I S G 608-789-2034	\$730,080
Maintenance & Stores Building August, 2017	Univ. of Wisc. - La Crosse 855 East Avenue No. La Crosse, WI 54601 608-261-7754	Vantage Architects 608-784-2729	\$ 2,251,543
Public Safety Center October, 2017	Allamakee County 877 Hwy 9 Waukon, IA 52172 563-568-4521	Rick Weidner 641-414-1894	\$ 2,126,166
Police Station September, 2015	Village of Holmen 119 Wall Street Holmen, WI 54636 608-526-4336	MSA Professional Serv 608-356-2771	\$ 2,179,482

DOT Maintenance Facility	Iowa Department of Transportation 428/480 43rd Street SE Mason City, IA 50401 515-239-1298	Iowa DOT 515-239-1298	\$ 5,590,510
Fire Station	United Fire & Rescure 216 East River Street Woodville, WI 54028 715-698-2222	Cedar Corp. 715-235-9081	\$ 716,370
DOT Maintenance Facility	Iowa Department of Transportation 2220 225th Street New Hampton, IA 50659 515-239-1298	Iowa DOT 515-239-1298	\$ 4,225,300
County Office Bldg Remodel	Clayton County 2435 Gunder Road Elkader, IA 52043 563-245-1807	Gardner Architecture 619-377-7604	\$ 678,500
County Courthouse Remodel	Crawford County 224 No. Beaumont Road Prairie du Chien, WI 53821 608-326-0211	Avenue Architects 608-558-3691	\$ 2,078,943
Community/Senior Center	City of Richland Center 1050 No. Orange Street Richland Center, WI 54636 608-647-3466	Architectural Design 608-254-6181	\$ 1,717,400
New City Hall/Police Dept.	City of Cumberland 950 1st Avenue Cumberland, WI 54829 715-822-2752	HSR Associates La Crosse, WI 608-784-1830	\$1,557,083
Caledonia Truck Station	Minnesota Dept. of Transportation 174 Bissen Street Caledonia, MN 55921 651-366-3544	Minnesota DOT 651-366-3563	\$819,924
Highway Maintenance Garage	Iowa Department of Transportation 1380 9th Street SW Waukon, IA 52172 515-539-1298	Iowa DOT 515-539-1298	\$1,832,225
New Municipal Building	City of Osseo 50569 Harmony Street Osseo, WI 54758 715-597-2207	Cedar Corporation Menomonie, WI 715-235-9081	\$ 1,221,540
New Fire Station and	Village of La Farge	HSR Associates	\$ 1,516,830

# BIDDERS QUALIFICATIONS

## GENERAL INFORMATION

The low bidder is requested to furnish the following information. Additional sheets shall be attached as required.

Contractor's name and address: Olympic Builders General Contractors, Inc.  
405 North Star Road  
Holmen, WI 54636

Number of years as a Contractor in construction work of this type: \_\_\_\_\_

Names and titles of all officers of Contractor's firm: \_\_\_\_\_

SUBMIT a list of three construction contracts completed by the Contractor during the last five years involving work of similar type and comparable value. The list shall include the following information as a minimum:

- Name, address, and telephone number of owner.
- Name of project.
- Location of project.
- Brief description of the work involved.
- Contract amount.
- Date of completion of contract.
- Name, address and telephone number of architect or engineer.
- Name of owner's project engineer.

## EQUIPMENT/MATERIAL SOURCE INFORMATION

The low bidder is requested to list the name of the manufacturer or supplier and catalog numbers of the equipment or material proposed to be furnished under the bid. Awarding of a contract under this bid will not imply approval by the Owner of the manufacturers or suppliers listed by the low bidder.

- T-Hangar materials per the included Request for Proposal (RFP)
- Granular Subbase
- Aggregate Base
- Bituminous
- Pavement Marking
- Landscaping Material

\*\*\*\*END OF SECTION\*\*\*\*

**NOTICE OF AWARD**

Date of Issuance: March 18, 2025  
Owner: Houston County Owner's Project No.:  
Engineer: Bolton & Menk, Inc. Engineer's Project No.: 24X.136247  
Project: 8 Unit T-Hangar Construction  
Contract Name: 8 Unit T-Hangar Construction  
Bidder: Olympic Builders General Contractors, Inc.  
Bidder's Address: 405 North Star Road, Holmen, WI 54636

You are notified that Owner has accepted your Bid dated February 20, 2025 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: 8 Unit T-Hangar Construction (Base Bid).

The Contract Price of the awarded Contract is \$1,497,400.00. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

1 unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

- 1. Deliver to Owner 1 counterparts of the Agreement, signed by Bidder (as Contractor).
- 2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Provisions Section 20 and 30.
- 3. Other conditions precedent (if any): [Describe other conditions that require Successful Bidder's compliance]

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Section 30 of the General Provisions.

Owner: Houston County  
By (signature): \_\_\_\_\_  
Name (printed): Eric Johnson  
Title: Houston County Board Chairman

Copy: Engineer

# **AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

This Agreement is by and between Houston County ("Owner") and Olympic Builders General Contractors, Inc. ("Contractor").

Terms used in this Agreement have the meanings stated in the FAA General Provisions and the FAA Special Provisions.

Owner and Contractor hereby agree as follows:

## **ARTICLE 1—WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Project 24X.136247 - 8 Unit T-Hangar Construction

## **ARTICLE 2—THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Construction of 8 Unit T-Hangar

## **ARTICLE 3—ENGINEER**

3.01 The part of the Project that pertains to the Work has been designed by Bolton & Menk, Inc.

3.02 The Owner has retained Bolton & Menk, Inc., to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

## **ARTICLE 4—CONTRACT TIMES**

4.01 Time Is of The Essence

A. All work shall be completed by December 1, 2025

## **ARTICLE 5—CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Section 40 of the General Provisions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

C. For all awarded Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

D. The Work awarded shall include:

1. Base Bid

## ARTICLE 6—PAYMENT PROCEDURES

### 6.01 Submittal and Processing of Payments

- A. Applications for Payment shall be submitted and processed in accordance with Article 15 of the General Conditions or as modified by the Supplemental Conditions.

### 6.02 Progress Payments; Retainage

- A. Owner shall make progress payments during performance of the work, on the basis of Applications for Payment dated on or about the 25 day of each month, of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the FAA General Provisions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. 95% percent of the value of the Work completed (with the balance being retainage).
- b. 95% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Within 60 days of the date of Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 99 percent of the Work completed, less such amounts set off by Owner pursuant to Section 90 of the General Provisions, and less 250 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment and all final paperwork is completed. Final paperwork is defined as documents required by the contract which may include but are not limited to:

1. Operations Manuals, as built drawings, and submittals required by the contract documents, and
2. Payroll documents for projects with prevailing wage requirements, and
3. IC 134, and
4. Lien Releases, if required.

- a. Mn Department of Commerce Form 40.5.1.

<http://www.commerce.state.mn.us/UCB/40.5.1.pdf> or equal.

### 6.03 Progress Payment to Subcontractors

- A. For contracts within the State of Minnesota, MN Statute 471.425 Subd. 4a. shall apply. MN Statute 471.425 Subd. 4a. requires:

1. The prime contractor shall pay any subcontractor within ten days of the prime contractor's receipt of payment for undisputed services provided by the subcontractor.
2. The prime contractor shall pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor.

3. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor.
4. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action."

6.04 Final Payment

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Section 90-11 of the FAA General Provisions.

6.05 Consent of Surety

- A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.06 Interest

- A. All amounts not paid when due will bear interest at the rate of 1.5 percent per month.

**ARTICLE 7—CONTRACT DOCUMENTS**

7.01 Contents

- A. The Contract Documents consist of all the following:
  1. This Agreement.
  2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  3. Fostering Small Business Participation
  4. Contractors Safety Plan Compliance Document (SPCD) Statement
  5. FAA General Provisions
  6. FAA Special Provisions.
  7. Specifications as listed in the table of contents of the Project Manual.
  8. Drawings (not attached but incorporated by reference) consisting of 6 sheets with each sheet bearing the following general title: 8 Unit T-Hangar Construction
  9. State/Federal Prevailing Wage Rates contained in the Bidding Documents.
  10. Addenda (numbers 1 to 1, inclusive).
  11. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages 00410-1 to 00410-6, inclusive).
    - b. Certification of Non-Segregated Facilities
    - c. Disadvantages Business Enterprises
    - d. Buy American
    - e. Responsible Contractor

- f. DBE Letter of Intent
  - g. DBE Certification of Good Faith Effort
12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
- a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
  - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the FAA General Provisions.

## **ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
  - 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 8.03 Standard General Provisions

- A. Owner stipulates that if the FAA General Provisions that are made a part of this Contract and if Owner is the party that has furnished said FAA General Provisions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Special Provisions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on March 18, 2025 (which is the Effective Date of the Contract).

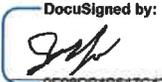
OWNER:

CONTRACTOR:

Houston County  
*(typed or printed name of organization)*

Olympic Builders General Contractors, Inc.  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

By:  \_\_\_\_\_  
*(individual's signature)*

Date: \_\_\_\_\_  
*(date signed)*

Date: April 7, 2025  
*(date signed)*

Name: Eric Johnson  
*(typed or printed)*

Name: Jason Yahnke  
*(typed or printed)*

Title: Houston County Board Chairman  
*(typed or printed)*

Title: CEO  
*(typed or printed)*

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Title: Sue Bublitz/Houston County Attorney  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:  
1124 East Washinton St.  
Caledonia, MN, 55921

Address for giving notices:  
405 North Star Road  
Holmen, WI 54636

Designated Representative:

Designated Representative

Name: \_\_\_\_\_  
*(typed or printed)*

Name: Jason Yahnke  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: CEO/Corporate Secretary  
*(typed or printed)*

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address: office@olympicbuildersgc.com  
608-526-4622  
\_\_\_\_\_  
\_\_\_\_\_

**BID FORM**

8 UNIT T-HANGAR CONSTRUCTION

AIG NO. 3-27-0016-014-2025 / AIP 015-2026 / SP NO A2801-38 & 39

HOUSTON COUNTY AIRPORT (CHU)

CALEDONIA, MINNESOTA

BMI PROJECT NO. 24X.136247

ONLY ONE BIDDING SCHEDULE from each BIDDER shall be considered for the project. When more than one BIDDING SCHEDULE from an individual BIDDER is received only the last submittal meeting the bidding requirements shall be considered and all other copies shall be left unopened.

In the CONTRACT DOCUMENTS for the following unit prices:  
 ; tax and all applicable taxes and fees.  
 erals, make extension for each item, and total.

ITEM NO.	SPEC. NO.	ITEM	APPROX. QUANT.	UNIT	UNIT PRICE	AMOUNT
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**BASE BID - 8 UNIT T-HANGAR**

1	-	8 UNIT T HANGAR; COMPLETE DESIGN BUILD	1	LUMP SUM	-	\$ <u>\$1,497,400.00</u>
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**BID ALTERNATE - DEDUCT TWO BAYS FOR 6 UNIT T-HANGAR - NOT AWARDED**

2	-	DEDUCT AMOUNT FROM BASE BID FOR REMOVING TWO BAYS TO CONSTRUCT 6 UNIT T HANGAR; COMPLETE DESIGN BUILD	-1	LUMP SUM		\$ _____
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Submitted Online

## NOTICE TO PROCEED

Owner: Houston County Owner's Project No.: \_\_\_\_\_  
Engineer: Bolton & Menk, Inc. Engineer's Project No.: 24X.136247  
Contractor: Olympic Builders General Contractors, Contractor's Project No.: \_\_\_\_\_  
Project: 8 Unit T-Hangar Construction  
Contract Name: 8 Unit T-Hangar Construction  
Effective Date of Contract: March 18, 2025

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on \_\_\_\_\_ pursuant to Section 80 of the FAA General Provisions.

All work shall be completed by December 1, 2025.

Before starting any Work at the Site, Contractor must comply with the following: Erosion control establishment.

Owner: Houston County  
By (signature): \_\_\_\_\_  
Name (printed): Eric Johnson  
Title: Houston County Board Chairman  
Date Issued: \_\_\_\_\_

Copy: Engineer

## PERFORMANCE BOND

**Bond No. 101410317**

<p><b>Contractor</b>                  Name: <b>Olympic Builders General Contractors, Inc.</b>                  Address (principal place of business):  <b>405 North Star Road</b>  <b>Holmen, WI 54636</b></p>	<p><b>Surety</b>                  Name: <b>Merchants Bonding Company (Mutual)</b>                  Address (principal place of business):  <b>6700 Westown Parkway</b>  <b>West Des Moines, IA 50266</b></p>
<p><b>Owner</b>                  Name: <b>Houston County</b>                  Mailing address (principal place of business):  <b>1124 East Washington Street</b>  <b>Caledonia, MN 55921</b></p>	<p><b>Contract</b>                  Description (name and location):  <b>8 Unit T-Hangar Construction - Caledonia, MN</b>                   Contract Price: <b>\$1,497,400.00</b>                  Effective Date of Contract: <b>3/18/2025</b></p>
<p><b>Bond</b>                  Bond Amount: <b>\$1,497,400.00</b>                  Date of Bond: <b>4/9/2025</b>                  (Date of Bond cannot be earlier than Effective Date of Contract)                  Modifications to this Bond form:  <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Owner and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent or representative.</p>	
<p>Contractor as Principal  <b>Olympic Builders General Contractors, Inc.</b></p>	<p>Surety  <b>Merchants Bonding Company (Mutual)</b></p>
<p>(Full formal name of Contractor)                  By: <u><i>Julie Yahnke</i></u>                  (Signature)                  Name: <u><i>Julie Yahnke</i></u>                  (Printed or typed)                  Title: <u><i>Vice President</i></u>                  Attest: <u><i>[Signature]</i></u>                  (Signature)                  Name: <u><i>Tasha Blayer</i></u>                  (Printed or typed)                  Title: <u><i>Witness</i></u></p>	<p>(Full formal name of Surety) (corporate seal)                  By: <u><i>[Signature]</i></u>                  (Signature) (Attach Power of Attorney)                  Name: <b>Todd Schaap</b>                  (Printed or typed)                  Title: <b>Attorney-in-Fact</b>                  Attest: <u><i>[Signature]</i></u>                  (Signature)                  Name: <b>Marlo Criplean</b>                  (Printed or typed)                  Title: <b>Witness</b></p>
<p>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</p>	



1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
  - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
  - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
  - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
  - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
  - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
  - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

## PAYMENT BOND

**Bond No. 101410317**

<p><b>Contractor</b>                  Name: <b>Olympic Builders General Contractors, Inc.</b>                  Address (principal place of business):  <b>405 North Star Road                  Holmen, WI 54636</b></p>	<p><b>Surety</b>                  Name: <b>Merchants Bonding Company (Mutual)</b>                  Address (principal place of business):  <b>6700 Westown Parkway                  West Des Moines, IA 50266</b></p>
<p><b>Owner</b>                  Name: <b>Houston County</b>                  Mailing address (principal place of business):  <b>1124 East Washington Street                  Caledonia, MN 55921</b></p>	<p><b>Contract</b>                  Description (name and location):  <b>8 Unit T-Hangar Construction - Caledonia, MN</b>                   Contract Price: <b>\$1,497,400.00</b>                  Effective Date of Contract: <b>3/18/2025</b></p>

**Bond**  
 Bond Amount: **\$1,497,400.00**  
 Date of Bond: **4/9/2025**  
*(Date of Bond cannot be earlier than Effective Date of Contract)*  
 Modifications to this Bond form:  
 None  See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.



<p>Contractor as Principal  <b>Olympic Builders General Contractors, Inc.</b>  <i>(Full formal name of Contractor)</i>                  By: <u><i>Julie Yahnke</i></u>  <i>(Signature)</i>                  Name: <u><i>Julie Yahnke</i></u>  <i>(Printed or typed)</i>                  Title: <u><i>Vice President</i></u>                  Attest: <u><i>Tasha Blayer</i></u>  <i>(Signature)</i>                  Name: <u><i>Tasha Blayer</i></u>  <i>(Printed or typed)</i>                  Title: <u><i>Witness</i></u></p>	<p>Surety  <b>Merchants Bonding Company (Mutual)</b>  <i>(Full formal name of Surety) (corporate seal)</i>                  By: <u><i>[Signature]</i></u>  <i>(Signature)(Attach Power of Attorney)</i>                  Name: <b>Todd Schaap</b>  <i>(Printed or typed)</i>                  Title: <b>Attorney-in-Fact</b>                  Attest: <u><i>Marlo Cripean</i></u>  <i>(Signature)</i>                  Name: <b>Marlo Cripean</b>  <i>(Printed or typed)</i>                  Title: <b>Witness</b></p>
---	---

*Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.*

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
  - 5.1. Claimants who do not have a direct contract with the Contractor
    - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2. Pay or arrange for payment of any undisputed amounts.
  - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
  - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
    - 16.1.1. The name of the Claimant;
    - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
    - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
    - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
  - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
  - 16.1.7. The total amount of previous payments received by the Claimant; and
  - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **[Describe modification or enter “None”]**

# MERCHANTS BONDING COMPANY™

## POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

David J Rudnik; Eric Olson; Kimberly Rasch; Thomas O Chambers; Todd Schaap

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.



MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

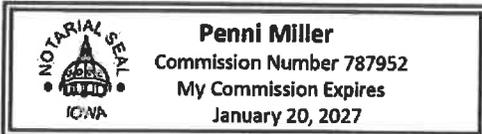
By

*Larry Taylor*

President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Penni Miller*

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 9th day of April, 2025.



*Elisabeth Sandersfeld*

Secretary

STATE OF WISCONSIN )

COUNTY OF Racine )

ON THIS 9th day of April, 2025,

before me, a notary public, within and for said County and State, personally appeared Todd Schaap to me personally known, who being duly sworn, upon oath did say that he is the Attorney-in-Fact of and for the Merchants Bonding Company (Mutual), a corporation of Iowa, created, organized and existing under and by virtue of the laws of the State of Iowa; that the corporate seal affixed to the foregoing within instrument is the seal of the said Company; that the seal was affixed and the said instrument was executed by authority of its Board of Directors; and the said Todd Schaap did acknowledge that he/she executed the said instrument as the free act and deed of said Company.

*Jackie Sheldon*

Jackie Sheldon

Notary Public, Racine County, Wisconsin

My Commission Expires 2/13/2027



## Exemption from Surety Deposits for Non-Minnesota Contractors

Please type or print clearly. This information will be used for returning the form to you.

Contractor <b>Olympic Builders General Contractors. Inc.</b>		
Address <b>405 North Star Road</b>		
City <b>Holmen</b>	State <b>WI</b>	ZIP code <b>54636</b>

Total contract amount <b>\$ 1,497,400</b>	Minnesota tax ID number <b>3918611</b>
Contact person <b>Julie Yahnke</b>	Daytime phone <b>608-526-4622</b>
Contract starting date	Projected completion date
Business type (check one): <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole proprietor	

Name of business or government agency <b>Houston County</b>	Contact person	Daytime phone
Contract owner's address <b>1124 East Washington Street</b>	City <b>Caledonia</b>	State <b>MN</b>
Project location address <b>17247 MN-76</b>	City <b>Caledonia</b>	State <b>MN</b>
	ZIP Code <b>55921</b>	ZIP Code <b>55921</b>
		Project number <b>24X.136247</b>

I request exemption from surety deposits under Minnesota law (M.S. 290.9705) for the following reason (check one box only and complete the information requested):

- I have a cash surety or a bond secured by an insurance company licensed in Minnesota. The bond must be 8 percent of the total contract amount. Attach a copy of Form SDB, Non-Minnesota Contractor's Bond.  
 Bonding Company \_\_\_\_\_ Bonding Agent \_\_\_\_\_  
 Address \_\_\_\_\_ Daytime Phone \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_ Period of Bond (Month/Day/Year)  
 From / / To / /
- I have done construction work in Minnesota during the past three calendar years and have fully complied with Minnesota law regarding Minnesota income, sales and use, corporate franchise, and withholding taxes.
- I am performing work for a government agency and have a payment and performance bond.
- I am performing work for a government agency and have a cash surety issued by a state bank, national bank, or savings and loan association doing business in Minnesota.

I declare this information is true and complete to the best of my knowledge and belief. I authorize the Department of Revenue to send a copy of this form to the contract owner and discuss this case and related taxes with the bonding company.

Contractor's signature <i>Julie Yahnke</i>	Title <b>Vice President</b>	Date <b>4/29/2025</b>
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Mail to: Minnesota Revenue, Mail Station 6501, St. Paul, MN 55146-6501

**Department of Revenue Approval**

The above-named non-Minnesota contractor is exempt from the surety requirements of Minnesota Statute 290.9705 for this project.

Department of Revenue approval \_\_\_\_\_ Date \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Coverra Insurance Services, Inc. 3803 Creekside Ln Holmen WI 54636	<b>CONTACT NAME:</b> Pam Andre <b>PHONE (A/C No. Ext):</b> 608-269-2127 <b>E-MAIL ADDRESS:</b> pandre@coverrainurance.com	<b>FAX (A/C No.):</b> 608-519-2818
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Olympic Builders General Contractors Inc 405 Northstar Rd Holmen WI 54636	<b>INSURER A :</b> West Bend Insurance Company	<b>NAIC #</b>
	<b>INSURER B :</b> Navigators Insurance Company	<b>89489</b>
	<b>INSURER c :</b> Falls Lake Fire & Casualty Company	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 1724779786                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		2302962	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		2302962	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		2302962	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A	1811589	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A C B	Equipment Excess Liability Pollution		2302963 PSX-FF-2300196-00 GA25ECPZ0H61EIC	1/1/2025 1/1/2025 5/1/2025	1/1/2026 1/1/2026 5/1/2026	Rented or Leased Excess Liability Pollution Liability \$200,000 Limit \$5,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Umbrella Limit is a total of \$10,000,000:  
 - \$5,000,000 per Occurrence / \$5,000,000 Aggregate provided by West Bend Mutual  
 - \$5,000,000 per Occurrence / \$5,000,000 Aggregate provided by Falls Lake Fire & Casualty

Reporting Form Builders Risk Policy:  
 Hanover Insurance Group  
 Policy # IH1H219812  
 Effective 3/25/2025 - 3/25/2026

**CERTIFICATE HOLDER****CANCELLATION**

Houston County Airport  
 17247 MN-76  
 Caledonia MN 55921

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Pam Andre*

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**DOCUMENT 00616 - FOSTERING SMALL BUSINESS PARTICIPATION**

**TITLE 49 CFR 26.39**

*(This page shall be submitted for each Small Business firm)*

In accordance with Section 26.39, detailed information shall be completed by the Prime Contractor for work items. The firms listed may or may not be certified DBE's.

**Bidder/Offer:** Name: Olympic Builders  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Small Business Firm:** Small Business Firm \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Contact Person:** Name: \_\_\_\_\_ Phone: \_\_\_\_\_

**CERTIFICATION:** Is the firm a Small Business as defined by Section 26.65  
 Yes  No  
 \*Proof of eligibility may be requested

**CERTIFIED DBE:** Is the firm a Certified DBE?  
 Yes  No

Work item(s) to be performed by Small Business Firm	Description of Work Item	Cost	Percentage of Total Contract

The bidder/offeror is committed to utilizing the above-named Small Business firm for the work described above in an effort to foster Small Business participation. The estimated participation is as follows:

Small Business contract amount: \$ \_\_\_\_\_ Percent of total contract: \_\_\_\_\_ %

**AFFIRMATION:**

The above-named Small Business firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By:  CEO/Corporate Secretary  
 (Signature) (Title)

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

FORM TO BE COMPLETED AND SUBMITTED BY APPARENT LOW BIDDER

**DOCUMENT 00619 - CONTRACTORS SAFETY PLAN COMPLIANCE DOCUMENT (SPCD) STATEMENT**

**(To be executed after bid is awarded and prior to Notice to Proceed)**

<p>To: Houston County 1124 East Washinton St. Caledonia, MN 55921</p>	<p>Date: March 18, 2025 Project: 8 Unit T-Hangar Construction Houston County Airport (CHU) FAA AIG No. 3-27-0016-014-2025 &amp; AIP 015-2025 SP No. A2801-38 &amp; 39 BMI Number 24X.136247</p>
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I, Jason Yahnke, have read the Multi-Bay Hangar Construction Contractor's Safety Plan Compliance Document, approved on April 7, 2025, and will abide by it as written and with the following additions as noted:

Additional pages are attached as needed for additions to the CSSP by the Contractor.

By:  CEO/Corporate Secretary  
(Signature) (Title)

**In the event the bidder/offeror does not receive Notice to Proceed, any and all representations in this SPCD Statement shall be null and void.**

**ACCEPTANCE OF SAFETY PLAN COMPLIANCE DOCUMENT (SPCD)**

I, Silas Parmar, have reviewed and approve of the Contractor's SPCD and herby give the Contractor notice to proceed with proposed construction.

BOLTON & MENK, INC.

BY: \_\_\_\_\_

TITLE: Aviation Project Manager/Principal

DATE: \_\_\_\_\_

FORM TO BE COMPLETED AND SUBMITTED BY APPARENT LOW BIDDER

**\*\*\*\*END OF SECTION\*\*\*\***

## CONSTRUCTION SAFETY PLAN COMPLIANCE DOCUMENT (SPCD)

### PART 1 -- GENERAL

The purpose of the Construction Safety Plan Compliance Document (SPCD) is to:

- Detail how the Contractor shall comply with the Construction Safety Phasing Plan (CSPP) Narrative in the Plans.
- Identify those details the airport operator determines cannot be addressed before contract award.

### PART 2 -- CONTRACTOR'S RESPONSIBILITIES

The Contractor is responsible for complying with the CSPP and SPCD. The Contractor shall:

Submit a Safety Plan Compliance Document (SPCD) to the airport operator. The SPCD must include a certification statement by the Contractor that indicates the operational safety requirements of the CSPP are understood and it asserts that the Contractor shall not deviate from the approved CSPP and SPCD unless written approval of the revision is granted by the airport operator.

Have available at all times copies of the CSPP and SPCD for reference by the airport operator and its representatives, and by subcontractors and Contractor employees.

Ensure that construction personnel are familiar with safety procedures and regulations on the airport. Provide a point of contact that will coordinate an immediate response to correct any construction-related activity that may adversely affect the operational safety of the airport. Many projects will require 24-hour coverage.

Identify in the SPCD the Contractor's on-site employees responsible for monitoring compliance with the CSPP and SPCD during construction. At least one of these employees must be on-site whenever active construction is taking place.

Conduct inspections sufficiently frequently to ensure construction personnel comply with the CSPP and SPCD and that there are no altered construction activities that could create potential safety hazards.

Restrict movement of construction vehicles and personnel to permitted construction areas by flagging, barricading, erecting temporary fencing, or providing escorts, as appropriate and as specified in the CSPP and SPCD.

Ensure that no Contractor employees, employees of subcontractors or suppliers, or other persons enter any part of the air operations area (AOA) from the construction site unless authorized.

Ensure prompt submittal through the airport operator of Form 7460-1 for the purpose of conducting an aeronautical study of Contractor equipment such as tall equipment (cranes, concrete pumps, other equipment), stock piles, and haul routes when different from cases previously filed by the airport operator.

The SPCD shall include assigned copy of Form 00619 – Contractors Safety Plan Compliance Document Statement. In addition, the SPCD must include all supplemental information that could not be included in the CSPP prior to the contract award. The supplemental information in the SPCD should be written to match the format of the CSPP indicating each subject by corresponding CSPP subject number and title. The SPCD should not duplicate information in the CSPP. If no supplemental information is necessary for any specific subject, the statement, "No supplemental information," should be written after the corresponding subject title. The SPCD should include the following:

**(1) Coordination.** Discuss details of proposed safety meetings with the airport operator and with Contractor employees and subcontractors.

**(2) Phasing.** Discuss proposed construction schedule elements, including:

- (a) Duration of each phase.
- (b) Daily start and finish of construction, including "night only" construction.
- (c) Duration of construction activities during:
  - (i) Normal runway operations.

- (ii) Closed runway operations.
- (iii) Modified runway "Aircraft Reference Code" usage.

**(3) Areas and operations affected by the construction activity.** These areas and operations should be identified in the CSPP and should not require an entry in the SPCD.

**(4) Protection of NAVAIDs.** Discuss specific methods proposed to protect operating NAVAIDs.

**(5) Contractor access.** Provide the following:

- (a) Details on how the Contractor will maintain the integrity of the airport security fence (gate guards, daily log of construction personnel, and other).
- (b) Listing of individuals requiring driver training (for certificated airports and as requested).
- (c) Radio communications.
  - (i) Types of radios and backup capabilities.
  - (ii) Who will be monitoring radios.
  - (iii) Whom to contact if the ATCT cannot reach the Contractor's designated person by radio.
- (d) Details on how the Contractor will escort material delivery vehicles.

**(6) Wildlife management.** Discuss the following:

- (a) Methods and procedures to prevent wildlife attraction.
- (b) Wildlife reporting procedures.

**(7) Foreign Object Debris (FOD) management.** Discuss equipment and methods for control of FOD, including construction debris and dust.

**(8) Hazardous material (HAZMAT) management.** Discuss equipment and methods for responding to hazardous spills.

**(9) Notification of construction activities.** Provide the following:

- (a) Contractor points of contact.
- (b) Contractor emergency contact.
- (c) Listing of tall or other requested equipment proposed for use on the airport and the timeframe for submitting 7460-1 forms not previously submitted by the airport operator.
- (d) Batch plant details, including 7460-1 submittal.

**(10) Inspection requirements.** Discuss daily (or more frequent) inspections and special inspection procedures.

**(11) Underground utilities.** Discuss proposed methods of identifying and protecting underground utilities.

**(12) Penalties.** Penalties should be identified in the CSPP and should not require an entry in the SPCD.

**(13) Special conditions.** Discuss proposed actions for each special condition identified in the CSPP.

**(14) Runway and taxiway visual aids** including marking, lighting, signs, and visual NAVAIDs. Discuss proposed visual aids including the following:

- (a) Equipment and methods for covering signage and airfield lights.
- (b) Equipment and methods for temporary closure markings (paint, fabric, other).
- (c) Types of temporary Visual Guidance Slope Indicators (VGSI).

**(15) Marking and signs for access routes.** Discuss proposed methods of demarcating access routes for vehicle drivers.

**(16) Hazard marking and lighting.** Discuss proposed equipment and methods for identifying excavation areas.

**(17) Protection of runway and taxiway safety areas** including object free areas, obstacle free zones, and approach/departure surfaces. Discuss proposed methods of identifying, demarcating, and protecting airport surfaces including:

- (a) Equipment and methods for maintaining Taxiway Safety Area standards.
- (b) Equipment and methods for separation of construction operations from aircraft operations, including details of barricades.

**(18) Other limitations on construction** should be identified in the CSPP and should not require an entry in the SPCD.

**\*\*\*\*END OF SECTION\*\*\*\***

FAA General Provisions  
8 Unit T-Hangar Construction  
Houston County Airport (CHU)

24X.136247

FAA AIG No. 3-27-0016-014-2025 & AIP 015-2025

SP No. A2801-38 & 39

Houston County

Caledonia, MN

## PART 1 – GENERAL PROVISIONS

### Section 10 Definition of Terms

Whenever the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be interpreted as follows:

**10-01 AASHTO.** The American Association of State Highway and Transportation Officials, the successor association to AASHO.

**10-02 Access road.** The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public highway.

**10-03 Advertisement.** A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.

**10-04 Airport Improvement Program (AIP).** A grant-in-aid program, administered by the Federal Aviation Administration (FAA).

**10-05 Air operations area (AOA).** For the purpose of these specifications, the term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.

**10-06 Airport.** Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; and airport buildings and facilities located in any of these areas, and includes a heliport.

**10-07 ASTM International (ASTM).** Formerly known as the American Society for Testing and Materials (ASTM).

**10-08 Award.** The Owner's notice to the successful bidder of the acceptance of the submitted bid.

**10-09 Bidder.** Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

**10-10 Building area.** An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.

**10-11 Calendar day.** Every day shown on the calendar.

**10-12 Change order.** A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, must be within the scope of the contract.

**10-13 Contract.** The written agreement covering the work to be performed. The awarded contract shall include, but is not limited to: Advertisement, Contract Form, Proposal, Performance Bond, Payment Bond, any required insurance certificates, Specifications, Plans, and any addenda issued to bidders.

**10-14 Contract item (pay item).** A specific unit of work for which a price is provided in the contract.

**10-15 Contract time.** The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.

**10-16 Contractor.** The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.

**10-17 Contractor's laboratory.** The Contractor's quality control organization in accordance with the Contractor Quality Control Program.

**10-18 Construction Safety and Phasing Plan (CSPP).** The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.

**10-19 Drainage system.** The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.

**10-20 Engineer.** The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering observation of the contract work and acting directly or through an authorized representative.

**10-21 Equipment.** All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.

**10-22 Extra work.** An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.

**10-23 FAA.** The Federal Aviation Administration of the U.S. Department of Transportation. When used to designate a person, FAA shall mean the Administrator or his or her duly authorized representative.

**10-24 Federal specifications.** The Federal Specifications and Standards, Commercial Item Descriptions, and supplements, amendments, and indices thereto are prepared and issued by the General Services Administration of the Federal Government.

**10-25 Force account.** Force account work is planning, engineering, or construction work done by the Sponsor's employees.

**10-26 Inspector.** An authorized representative of the Engineer assigned to make all necessary observations and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

**10-27 Intention of terms.** Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer, subject in each case to the final determination of the Owner.

Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.

**10-28 Laboratory.** The official testing laboratories of the Owner or such other laboratories as may be designated by the Engineer. Also referred to as "Engineer's Laboratory" or "quality assurance laboratory."

**10-29 Lighting.** A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.

**10-30 Major and minor contract items.** A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.

**10-31 Materials.** Any substance specified for use in the construction of the contract work.

**10-32 Notice to Proceed (NTP).** A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.

**10-33 Owner.** The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean airport Sponsor only.

**10-34 Passenger Facility Charge (PFC).** Per 14 CFR Part 158 and 49 USC § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.”

**10-35 Pavement.** The combined surface course, base course, and subbase course, if any, considered as a single unit.

**10-36 Payment bond.** The approved form of security furnished by the Contractor and his or her surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.

**10-37 Performance bond.** The approved form of security furnished by the Contractor and his or her surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.

**10-38 Plans.** The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications.

**10-39 Project.** The agreed scope of work for accomplishing specific airport development with respect to a particular airport.

**10-40 Proposal.** The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.

**10-41 Proposal guaranty.** The security furnished with a proposal to guarantee that the bidder will enter into a contract if his or her proposal is accepted by the Owner.

**10-42 Runway.** The area on the airport prepared for the landing and takeoff of aircraft.

**10-43 Specifications.** A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.

**10-44 Sponsor.** A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.

**10-45 Structures.** Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; flexible and rigid pavements; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.

**10-46 Subgrade.** The soil that forms the pavement foundation.

**10-47 Superintendent.** The Contractor’s executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.

**10-48 Supplemental agreement.** A written agreement between the Contractor and the Owner covering (1) work that would increase or decrease the total amount of the awarded contract, or any major contract item, by more than 25%, such increased or decreased work being within the scope of the originally awarded contract; or (2) work that is not within the scope of the originally awarded contract.

**10-49 Surety.** The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.

**10-50 Taxiway.** For the purpose of this document, the term taxiway means the portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport’s runways, aircraft parking areas, and terminal areas.

**10-51 Work.** The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor’s performance of all duties and obligations imposed by the contract, plans, and specifications.

**10-52 Working day.** A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor’s control, it will not be counted as a working day.

Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.

**END OF SECTION 10**

## SECTION 20 PROPOSAL REQUIREMENTS AND CONDITIONS

**20-01 Advertisement** (See Notice to Bidders).

**20-02 Qualification of bidders.** Each bidder shall furnish the Owner satisfactory evidence of his or her competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, a list of equipment that would be available for the work, and a list of key personnel that would be available. In addition, each bidder shall furnish the Owner satisfactory evidence of his or her financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether his or her financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

Unless otherwise specified, a bidder may submit evidence that he or she is prequalified with the State Highway Division and is on the current "bidder's list" of the state in which the proposed work is located. Such evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

Each bidder shall submit "evidence of competency" and "evidence of financial responsibility" to the Owner at the time of bid opening.

**20-03 Contents of proposal forms.** The Owner shall furnish bidders with proposal forms. All papers bound with or attached to the proposal forms are necessary parts and must not be detached.

The plans, specifications, and other documents designated in the proposal form shall be considered a part of the proposal whether attached or not.

**20-04 Issuance of proposal forms.** The Owner reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be in default for any of the following reasons:

- a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.
- c. Documented record of Contractor default under previous contracts with the Owner.
- d. Documented record of unsatisfactory work on previous contracts with the Owner.

**20-05 Interpretation of estimated proposal quantities.** An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection 40-02 titled ALTERATION OF WORK AND QUANTITIES of Section 40 without in any way invalidating the unit bid prices.

**20-06 Examination of plans, specifications, and site.** The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements

of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans, and specifications.

Boring logs and other records of subsurface investigations and tests are available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the bidder, was obtained and is intended for the Owner's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which the bidder may make or obtain from his or her examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

**20-07 Preparation of proposal.** The bidder shall submit his or her proposal on the forms furnished by the Owner. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals for which they propose to do for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall sign the proposal correctly and in ink. If the proposal is made by an individual, his or her name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state under the laws of which the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of his or her authority to do so and that the signature is binding upon the firm or corporation.

**20-08 Responsive and responsible bidder.** A responsive bid conforms to all significant terms and conditions contained in the Sponsor's invitation for bid. It is the Sponsor's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 49 CFR § 18.36(b)(8). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

**20-09 Irregular proposals.** Proposals shall be considered irregular for the following reasons:

- a. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.
- b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.
- c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
- d. If the proposal contains unit prices that are obviously unbalanced.
- e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

**20-10 Bid guarantee.** Each separate proposal shall be accompanied by a certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such check, or collateral, shall be made payable to the Owner.

**20-11 Delivery of proposal.** Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement or as

modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

**20-12 Withdrawal or revision of proposals.** A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing or by email before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

**20-13 Public opening of proposals.** Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

**20-14 Disqualification of bidders.** A bidder shall be considered disqualified for any of the following reasons:

a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.

c. If the bidder is considered to be in "default" for any reason specified in the subsection 20-04 titled ISSUANCE OF PROPOSAL FORMS of this section.

**END OF SECTION 20**

## SECTION 30 AWARD AND EXECUTION OF CONTRACT

**30-01 Consideration of proposals.** After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

a. If the proposal is irregular as specified in the subsection 20-09 titled IRREGULAR PROPOSALS of Section 20.

b. If the bidder is disqualified for any of the reasons specified in the subsection 20-14 titled DISQUALIFICATION OF BIDDERS of Section 20.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

**30-02 Award of contract.** The award of a contract, if it is to be awarded, shall be made within 90 calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

Award of the contract shall be made by the Owner to the lowest, qualified bidder whose proposal conforms to the cited requirements of the Owner.

**30-03 Cancellation of award.** The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with the subsection 30-07 titled APPROVAL OF CONTRACT of this section.

**30-04 Return of proposal guaranty.** All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the subsection 30-01 titled CONSIDERATION OF PROPOSALS of this section. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in the subsection 30-05 titled REQUIREMENTS OF CONTRACT BONDS of this section.

**30-05 Requirements of contract bonds.** At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

**30-06 Execution of contract.** The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in the subsection 30-05 titled REQUIREMENTS OF CONTRACT BONDS of this section, within 15 calendar days from the date mailed or otherwise delivered to the successful bidder.

**30-07 Approval of contract.** Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

**30-08 Failure to execute contract.** Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the 15 calendar day period specified in the subsection 30-06 titled

EXECUTION OF CONTRACT of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidation of damages to the Owner.

**END OF SECTION 30**

## SECTION 40 SCOPE OF WORK

**40-01 Intent of contract.** The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

**40-02 Alteration of work and quantities.** The Owner reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Engineer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract quantities, provided that the aggregate of such alterations does not change the total contract cost or the total cost of any major contract item by more than 25% (total cost being based on the unit prices and estimated quantities in the awarded contract). Alterations that do not exceed the 25% limitation shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original contract. These alterations that are for work within the general scope of the contract shall be covered by "Change Orders" issued by the Engineer. Change orders for altered work shall include extensions of contract time where, in the Engineer's opinion, such extensions are commensurate with the amount and difficulty of added work.

Should the aggregate amount of altered work exceed the 25% limitation hereinbefore specified, such excess altered work shall be covered by supplemental agreement. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

Supplemental agreements shall be approved by the FAA and shall include all applicable Federal contract provisions for procurement and contracting required under AIP. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds.

**40-03 Omitted items.** The Engineer may, in the Owner's best interest, omit from the work any contract item, except major contract items. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with the subsection 90-04 titled PAYMENT FOR OMITTED ITEMS of Section 90.

**40-04 Extra work.** Should acceptable completion of the contract require the Contractor to perform an item of work for which no basis of payment has been provided in the original contract or previously issued change orders or supplemental agreements, the same shall be called "Extra Work." Extra Work that is within the general scope of the contract shall be covered by written change order. Change orders for such Extra Work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the Engineer's opinion, is necessary for completion of such Extra Work.

When determined by the Engineer to be in the Owner's best interest, the Engineer may order the Contractor to proceed with Extra Work as provided in the subsection 90-05 titled PAYMENT FOR EXTRA WORK of Section 90. Extra Work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a Supplemental Agreement as defined in the subsection 10-48 titled SUPPLEMENTAL AGREEMENT of Section 10.

Any claim for payment of Extra Work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

**40-05 Maintenance of traffic.** It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration.

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to his or her own operations and the operations of all subcontractors as specified in the subsection 80-04 titled LIMITATION OF OPERATIONS of Section 80. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in the subsection 70-15 titled CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS in Section 70.

b. With respect to his or her own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport.

c. When the contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic. The Contractor shall be responsible for the repair of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (<http://mutcd.fhwa.dot.gov/>), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways.

**40-06 Removal of existing structures.** All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Engineer shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the Engineer in accordance with the provisions of the contract.

Except as provided in the subsection 40-07 titled RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK of this section, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

**40-07 Rights in and use of materials found in the work.** Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be either embankment or waste, the Contractor may at his or her option either:

a. Use such material in another contract item, providing such use is approved by the Engineer and is in conformance with the contract specifications applicable to such use; or,

b. Remove such material from the site, upon written approval of the Engineer; or

c. Use such material for the Contractor's own temporary construction on site; or,

d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the Engineer's approval in advance of such use.

Should the Engineer approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at his or her own expense, such removed or excavated material with an agreed equal volume of material that is

acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the Engineer approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of his or her exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

**40-08 Final cleanup.** Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of such property Owner.

**END OF SECTION 40**

## SECTION 50 CONTROL OF WORK

**50-01 Authority of the Engineer.** The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, and as to the manner of performance and rate of progress of the work. The Engineer shall decide all questions that may arise as to the interpretation of the specifications or plans relating to the work. The Engineer shall determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for the under contract.

The Engineer does not have the authority to accept pavements that do not conform to FAA specification requirements.

**50-02 Conformity with plans and specifications.** All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans or specifications.

If the Engineer finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications but that the portion of the work affected will, in his or her opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the Engineer will advise the Owner of his or her determination that the affected work be accepted and remain in place. In this event, the Engineer will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. The Engineer's determination and recommended contract price adjustments will be based on sound engineering judgment and such tests or retests of the affected work as are, in the Engineer's opinion, needed. Changes in the contract price shall be covered by contract change order or supplemental agreement as applicable.

If the Engineer finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the Engineer's written orders.

For the purpose of this subsection, the term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the Engineer's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the Engineer's opinion, such compliance is essential to provide an acceptable finished portion of the work.

For the purpose of this subsection, the term "reasonably close conformity" is also intended to provide the Engineer with the authority, after consultation with the FAA, to use sound engineering judgment in his or her determinations as to acceptance of work that is not in strict conformity but will provide a finished product equal to or better than that intended by the requirements of the contract, plans and specifications.

The Engineer will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

**50-03 Coordination of contract, plans, and specifications.** The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test

methods, the Contractor shall immediately ask the Engineer for an interpretation and decision, and such decision shall be final.

#### LIST OF SPECIAL PROVISIONS

SUBSECTION 70-11 RESPONSIBILITY FOR DAMAGE CLAIMS

SUBSECTION 70-22 DISPUTE RESOLUTION

**50-04 Cooperation of Contractor.** The Contractor will be supplied with a digital copy of the plans and specifications. The Contractor shall have available on the work at all times one copy each of the plans and specifications. Additional copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the Engineer and his or her inspectors and with other contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as his or her agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Engineer or his or her authorized representative.

**50-05 Cooperation between contractors.** The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work so as not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with his or her contract and shall protect and save harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange his or her work and shall place and dispose of the materials being used so as not to interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join his or her work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

**50-06 Construction layout and stakes.** The Engineer shall establish horizontal and vertical control only. The Contractor must establish all layout required for the construction of the work. Such stakes and markings as the Engineer may set for either their own or the Contractor's guidance shall be preserved by the Contractor. In case of negligence on the part of the Contractor, or their employees, resulting in the destruction of such stakes or markings, an amount equal to the cost of replacing the same may be deducted from subsequent estimates due the Contractor at the discretion of the Engineer.

The Contractor will be required to furnish all lines, grades and measurements from the control points necessary for the proper execution and control of the work contracted for under these specifications.

The Contractor must give copies of survey notes to the Engineer for each area of construction and for each placement of material as specified to allow the Engineer to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. All surveys must be provided to the Engineer prior to commencing work items that will cover or disturb the survey staking as set by the Contractor's surveyor. Survey(s) and notes shall be provided in the following format(s): [ ]. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

Construction Staking and Layout includes but is not limited to:

- a. Clearing and Grubbing perimeter staking
- b. Rough Grade slope stakes at 100-foot (30-m) stations

c. Drainage Swales slope stakes and flow line blue tops at 50-foot (15-m) stations

Subgrade blue tops at 25-foot (7.5-m) stations and 25-foot (7.5-m) offset distance (maximum) for the following section locations:

- a. Runway – minimum five (5) per station
- b. Taxiways – minimum three (3) per station
- c. Holding apron areas – minimum three (3) per station
- d. Roadways – minimum three (3) per station

Base Course blue tops at 25-foot (7.5-m) stations and 25-foot (7.5-m) offset distance (maximum) for the following section locations:

- a. Runway – minimum five (5) per station
- b. Taxiways – minimum three (3) per station
- c. Holding apron areas – minimum three (3) per station

Pavement areas:

a. Edge of Pavement hubs and tacks (for stringline by Contractor) at 100-foot (30-m) stations.

b. Between Lifts at 25-foot (7.5-m) stations for the following section locations:

- (1) Runways – each paving lane width
- (2) Taxiways – each paving lane width
- (3) Holding areas – each paving lane width

c. After finish paving operations at 50-foot (15-m) stations:

- (1) All paved areas – Edge of each paving lane prior to next paving lot

d. Shoulder and safety area blue tops at 50-foot (15-m) stations and at all break points with maximum of 50-foot (15-m) offsets.

e. Fence lines at 100-foot (30-m) stations minimum.

f. Electrical and Communications System locations, lines and grades including but not limited to duct runs, connections, fixtures, signs, lights, Visual Approach Slope Indicators (VASIs), Precision Approach Path Indicators (PAPIs), Runway End Identifier Lighting (REIL), Wind Cones, Distance Markers (signs), pull boxes and manholes.

g. Drain lines, cut stakes and alignment on 25-foot (7.5-m) stations, inlet and manholes.

h. Painting and Striping layout (pinned with 1.5 inch PK nails) marked for paint Contractor. (All nails shall be removed after painting).

i. Laser, or other automatic control devices, shall be checked with temporary control point or grade hub at a minimum of once per 400 feet (120 m) per pass (that is, paving lane).

The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor.

Controls and stakes disturbed or suspect of having been disturbed shall be checked and/or reset as directed by the Engineer without additional cost to the Owner.

**50-07 Automatically controlled equipment.** Whenever batching or mixing plant equipment is required to be operated automatically under the contract and a breakdown or malfunction of the automatic controls occurs, the equipment may be operated manually or by other methods for a period 48 hours following the breakdown or

malfunction, provided this method of operations will produce results which conform to all other requirements of the contract.

**50-08 Authority and duties of inspectors.** Inspectors shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors are not authorized to revoke, alter, or waive any provision of the contract. Inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

Inspectors are authorized to notify the Contractor or his or her representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the Engineer for a decision.

**50-09 Inspection of the work.** All materials and each part or detail of the work shall be subject to inspection. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Engineer requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Any work done or materials used without supervision or inspection by an authorized representative of the Owner may be ordered removed and replaced at the Contractor's expense unless the Owner's representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

**50-10 Removal of unacceptable and unauthorized work.** All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the Engineer as provided in the subsection 50-02 titled CONFORMITY WITH PLANS AND SPECIFICATIONS of this section.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of the subsection 70-14 titled CONTRACTOR'S RESPONSIBILITY FOR WORK of Section 70.

No removal work made under provision of this subsection shall be done without lines and grades having been established by the Engineer. Work done contrary to the instructions of the Engineer, work done beyond the lines shown on the plans or as established by the Engineer, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this subsection, the Engineer will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs incurred by the Owner from any monies due or to become due the Contractor.

**50-11 Load restrictions.** The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor shall be responsible for all damage done by his or her hauling equipment and shall correct such damage at his or her own expense.

**50-12 Maintenance during construction.** The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

**50-13 Failure to maintain the work.** Should the Contractor at any time fail to maintain the work as provided in the subsection 50-12 titled MAINTENANCE DURING CONSTRUCTION of this section, the Engineer shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the Engineer's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be deducted from monies due or to become due the Contractor.

**50-14 Partial acceptance.** If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the Engineer to make final inspection of that unit. If the Engineer finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the Engineer may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

**50-15 Final acceptance.** Upon due notice from the Contractor of presumptive completion of the entire project, the Engineer and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The Engineer shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Engineer will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the Engineer will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

**50-16 Claims for adjustment and disputes.** If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the Engineer in writing of his or her intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the Engineer is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the Engineer who will present it to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

**END OF SECTION 50**

## SECTION 60 CONTROL OF MATERIALS

**60-01 Source of supply and quality requirements.** The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish complete statements to the Engineer as to the origin, composition, and manufacture of all materials to be used in the work. Such statements shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the Engineer's option, materials may be approved at the source of supply before delivery is stated. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish airport lighting equipment that conforms to the requirements of cited materials specifications. In addition, where an FAA specification for airport lighting equipment is cited in the plans or specifications, the Contractor shall furnish such equipment that is:

- a. Listed in advisory circular (AC) 150/5345-53, Airport Lighting Equipment Certification Program, and Addendum that is in effect on the date of advertisement; and,
- b. Produced by the manufacturer as listed in the Addendum cited above for the certified equipment part number.

**60-02 Samples, tests, and cited specifications.** Unless otherwise designated, all materials used in the work shall be inspected, tested, and approved by the Engineer before incorporation in the work. Any work in which untested materials are used without approval or written permission of the Engineer shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the Engineer, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), Federal Specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids, will be made by and at the expense of the Engineer.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel, including the Contractor's representative at his or her request. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the Engineer. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the Engineer.

The Contractor shall employ a testing organization to perform all Contractor required Quality Control tests. The Contractor shall submit to the Engineer resumes on all testing organizations and individual persons who will be performing the tests. The Engineer will determine if such persons are qualified. All the test data shall be reported to the Engineer after the results are known. A legible, handwritten copy of all test data shall be given to the Engineer daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the Engineer showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

**60-03 Certification of compliance.** The Engineer may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's certificates of compliance stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the Engineer.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "brand name," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

- a. Conformance to the specified performance, testing, quality or dimensional requirements; and,
- b. Suitability of the material or assembly for the use intended in the contract work.

Should the Contractor propose to furnish an "or equal" material or assembly, the Contractor shall furnish the manufacturer's certificates of compliance as hereinbefore described for the specified brand name material or assembly. However, the Engineer shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The Engineer reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

**60-04 Plant inspection.** The Engineer or his or her authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the Engineer conduct plant inspections, the following conditions shall exist:

- a. The Engineer shall have the cooperation and assistance of the Contractor and the producer with whom the Engineer has contracted for materials.
- b. The Engineer shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
- c. If required by the Engineer, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The Engineer shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

**60-05 Engineer's field office.** An Engineer's field office is not required.

**60-06 Storage of materials.** Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the Engineer. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the Engineer. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the Engineer a copy of the property Owner's permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at his or her entire expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

**60-07 Unacceptable materials.** Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the Engineer.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the Engineer has approved its use in the work.

**60-08 Owner furnished materials.** The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

**END OF SECTION 60**

## SECTION 70 LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

**70-01 Laws to be observed.** The Contractor shall keep fully informed of all Federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all his or her officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

**70-02 Permits, licenses, and taxes.** The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

**70-03 Patented devices, materials, and processes.** If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

**70-04 Restoration of surfaces disturbed by others.** The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) is indicated as follows:

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the Engineer.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the Engineer, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

**70-05 Federal aid participation.** For Airport Improvement Program (AIP) contracts, the United States Government has agreed to reimburse the Owner for some portion of the contract costs. Such reimbursement is made from time to time upon the Owner's request to the FAA. In consideration of the United States Government's (FAA's) agreement with the Owner, the Owner has included provisions in this contract pursuant to the requirements of Title 49 of the USC and the Rules and Regulations of the FAA that pertain to the work.

As required by the USC, the contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator, and is further subject to those provisions of the rules and regulations that are cited in the contract, plans, or specifications.

No requirement of the USC, the rules and regulations implementing the USC, or this contract shall be construed as making the Federal Government a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

**70-06 Sanitary, health, and safety provisions.** The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his or her employees as may be necessary to comply with the requirements of the state and local Board of Health, or of other bodies or tribunals having jurisdiction.

Attention is directed to Federal, state, and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to his or her health or safety.

**70-07 Public convenience and safety.** The Contractor shall control his or her operations and those of his or her subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to his or her own operations and those of his or her subcontractors and all suppliers in accordance with the subsection 40-05 titled MAINTENANCE OF TRAFFIC of Section 40 hereinbefore specified and shall limit such operations for the convenience and safety of the traveling public as specified in the subsection 80-04 titled LIMITATION OF OPERATIONS of Section 80 hereinafter.

**70-08 Barricades, warning signs, and hazard markings.** The Contractor shall furnish, erect, and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. When used during periods of darkness, such barricades, warning signs, and hazard markings shall be suitably illuminated. Unless otherwise specified, barricades, warning signs, and markings for hazards that are in the air operations area (AOAs) shall be a maximum of 18 inches (0.5 m) high. Unless otherwise specified, barricades shall be spaced not more than 4 feet (1.2 m) apart. Barricades, warning signs, and markings shall be paid for under subsection 40-05.

For vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, lights and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices.

When the work requires closing an air operations area of the airport or portion of such area, the Contractor shall furnish, erect, and maintain temporary markings and associated lighting conforming to the requirements of advisory circular (AC) 150/5340-1, Standards for Airport Markings.

The Contractor shall furnish, erect, and maintain markings and associated lighting of open trenches, excavations, temporary stock piles, and the Contractor's parked construction equipment that may be hazardous to the operation of emergency fire-rescue or maintenance vehicles on the airport in reasonable conformance to AC 150/5370-2, Operational Safety on Airports During Construction.

The Contractor shall identify each motorized vehicle or piece of construction equipment in reasonable conformance to AC 150/5370-2.

The Contractor shall furnish and erect all barricades, warning signs, and markings for hazards prior to commencing work that requires such erection and shall maintain the barricades, warning signs, and markings for hazards until their removal is directed by the Engineer.

Open-flame type lights shall not be permitted.

**70-09 Use of explosives.** When the use of explosives is necessary for the execution of the work, the Contractor shall exercise the utmost care not to endanger life or property, including new work. The Contractor shall be responsible for all damage resulting from the use of explosives.

All explosives shall be stored in a secure manner in compliance with all laws and ordinances, and all such storage places shall be clearly marked. Where no local laws or ordinances apply, storage shall be provided satisfactory to the Engineer and, in general, not closer than 1,000 feet (300 m) from the work or from any building, road, or other place of human occupancy.

The Contractor shall notify each property Owner and public utility company having structures or facilities in proximity to the site of the work of his or her intention to use explosives. Such notice shall be given sufficiently in advance to enable them to take such steps as they may deem necessary to protect their property from injury.

The use of electrical blasting caps shall not be permitted on or within 1,000 feet (300 m) of the airport property.

**70-10 Protection and restoration of property and landscape.** The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at his or her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

**70-11 Responsibility for damage claims.** The Contractor shall indemnify and save harmless the Engineer and the Owner and their officers, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of his or her contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, his or her surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

**70-12 Third party beneficiary clause.** It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

**70-13 Opening sections of the work to traffic.** Should it be necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work shall be specified herein and indicated on the plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified. The Contractor shall make his or her own estimate of the difficulties involved in arranging the work to permit such beneficial occupancy by the Owner as described below:

Upon completion of any portion of the work listed above, such portion shall be accepted by the Owner in accordance with the subsection 50-14 titled PARTIAL ACCEPTANCE of Section 50.

No portion of the work may be opened by the Contractor for public use until ordered by the Engineer in writing. Should it become necessary to open a portion of the work to public traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the Engineer, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at his or her expense.

The Contractor shall make his or her own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

Contractor shall be required to conform to safety standards contained AC 150/5370-2 (see Special Provisions).

Contractor shall refer to the approved Construction Safety Phasing Plan (CSPP) to identify barricade requirements and other safety requirements prior to opening up sections of work to traffic.

**70-14 Contractor's responsibility for work.** Until the Engineer's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with the subsection 50-14 titled PARTIAL ACCEPTANCE of Section 50, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at his or her expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

**70-15 Contractor's responsibility for utility service and facilities of others.** As provided in the subsection 70-04 titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section, the Contractor shall cooperate with the Owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and the Owners are indicated as follows:

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of his or her plan of operations. Such notification shall be in writing addressed to THE PERSON TO CONTACT as provided in this subsection and subsection 70-04 titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section. A copy of each notification shall be given to the Engineer.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's PERSON TO CONTACT no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the Engineer.

The Contractor's failure to give the two days' notice shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the Engineer and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the Engineer continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or his or her surety.

**70-16 Furnishing rights-of-way.** The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

**70-17 Personal liability of public officials.** In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, his or her authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

**70-18 No waiver of legal rights.** Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or his or her surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his or her obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

**70-19 Environmental protection.** The Contractor shall comply with all Federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

**70-20 Archaeological and historical findings.** Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during his or her operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the Engineer. The Engineer will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in the subsection 40-04 titled EXTRA WORK of Section 40 and the subsection 90-05 titled PAYMENT FOR EXTRA WORK of Section 90. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with the subsection 80-07 titled DETERMINATION AND EXTENSION OF CONTRACT TIME of Section 80.

**END OF SECTION 70**

## SECTION 80 EXECUTION AND PROGRESS

**80-01 Subletting of contract.** The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Engineer.

The Contractor shall provide copies of all subcontracts to the Engineer. The Contractor shall perform, with his organization, an amount of work equal to at least 25 percent of the total contract cost.

Should the Contractor elect to assign his or her contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

**80-02 Notice to proceed.** The notice to proceed shall state the date on which it is expected the Contractor will begin the construction and from which date contract time will be charged. The Contractor shall begin the work to be performed under the contract within 10 days of the date set by the Engineer in the written notice to proceed, but in any event, the Contractor shall notify the Engineer at least 24 hours in advance of the time actual construction operations will begin. The Contractor shall not commence any actual construction prior to the date on which the notice to proceed is issued by the Owner.

**80-03 Execution and progress.** Unless otherwise specified, the Contractor shall submit their progress schedule for the Engineer's approval within 10 days after the effective date of the notice to proceed. The Contractor's progress schedule, when approved by the Engineer, may be used to establish major construction operations and to check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Engineer's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the Engineer at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the notice to proceed is issued by the Owner.

**80-04 Limitation of operations.** The Contractor shall control his or her operations and the operations of his or her subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct his or her operations within an AOA of the airport, the work shall be coordinated with airport operations (through the Engineer) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the Engineer and until the necessary temporary marking and associated lighting is in place as provided in the subsection 70-08 titled BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS of Section 70.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until the satisfactory conditions are provided. The following AOA cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows:

Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction (see Special Provisions).

**80-04.1 Operational safety on airport during construction.** All Contractors' operations shall be conducted in accordance with the project Construction Safety and Phasing Plan (CSPP) and the provisions set forth within the current version of AC 150/5370-2. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a Safety Plan Compliance Document that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP unless approved in writing by the Owner or Engineer.

**80-05 Character of workers, methods, and equipment.** The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the Engineer, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Engineer, be removed forthwith by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the Engineer.

Should the Contractor fail to remove such persons or person, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the Engineer may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall be such that no injury to previously completed work, adjacent property, or existing airport facilities will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Engineer. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the Engineer determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the Engineer may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this subsection.

**80-06 Temporary suspension of the work.** The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods as the Owner may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the execution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the Engineer's order to suspend work to the effective date of the Engineer's order to resume the work. Claims for such compensation shall be filed with the Engineer within the time period stated in the Engineer's order to resume work. The Contractor shall submit with his or her claim information substantiating the amount shown on the claim. The Engineer will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspensions made at the request of the Owner, or for any other delay provided for in the contract, plans, or specifications.

If it should become necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

**80-07 Determination and extension of contract time.** The number of calendar or working days allowed for completion of the work shall be stated in the proposal and contract and shall be known as the CONTRACT TIME.

Should the contract time require extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

a. CONTRACT TIME based on WORKING DAYS shall be calculated weekly by the Engineer. The Engineer will furnish the Contractor a copy of his or her weekly statement of the number of working days charged against the contract time during the week and the number of working days currently specified for completion of the contract (the original contract time plus the number of working days, if any, that have been included in approved CHANGE ORDERS or SUPPLEMENTAL AGREEMENTS covering EXTRA WORK).

The Engineer shall base his or her weekly statement of contract time charged on the following considerations:

(1) No time shall be charged for days on which the Contractor is unable to proceed with the principal item of work under construction at the time for at least six (6) hours with the normal work force employed on such principal item. Should the normal work force be on a double-shift, 12 hours shall be used. Should the normal work force be on a triple-shift, 18 hours shall apply. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the principal item of work under construction or temporary suspension of the entire work which have been ordered by the Owner for reasons not the fault of the Contractor, shall not be charged against the contract time.

(2) The Engineer will not make charges against the contract time prior to the effective date of the notice to proceed.

(3) The Engineer will begin charges against the contract time on the first working day after the effective date of the notice to proceed.

(4) The Engineer will not make charges against the contract time after the date of final acceptance as defined in the subsection 50-15 titled FINAL ACCEPTANCE of Section 50.

(5) The Contractor will be allowed one (1) week in which to file a written protest setting forth his or her objections to the Engineer's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.

The contract time (stated in the proposal) is based on the originally estimated quantities as described in the subsection 20-05 titled INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES of Section 20. Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the proposal, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in contract time shall not consider either the cost of work or the extension of contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.

b. Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the notice to proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

c. When the contract time is a specified completion date, it shall be the date on which all contract work shall be substantially complete.

If the Contractor finds it impossible for reasons beyond his or her control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this subsection, the Contractor may, at any time prior to the expiration of the contract time as extended, make a written request to the Owner for an extension of time setting forth the reasons which the Contractor believes will justify the granting of his or her request. Requests for extension of time on calendar day projects, caused by inclement weather, shall be supported with National Weather Bureau data showing the actual amount of inclement weather exceeded what could normally be expected during the contract period. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the supporting documentation justify the work was delayed because of conditions beyond the control and without the fault of the Contractor, the Owner may extend the time for completion by a change order that adjusts the contract time or completion date. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

**80-08 Failure to complete on time.** For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in the subsection 80-07 titled DETERMINATION AND EXTENSION OF CONTRACT TIME of this Section) the sum specified in the contract and proposal as liquidated damages will be deducted from any money due or to become due the Contractor or his or her surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

Schedule	Liquidated Damages Cost	Allowed Construction Time
1	\$500 per calendar day	December 1, 2025

All work shall be completed by December 1, 2025. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

**80-09 Default and termination of contract.** The Contractor shall be considered in default of his or her contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or
- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d. Discontinues the execution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Engineer consider the Contractor in default of the contract for any reason above, the Engineer shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the Engineer of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Engineer will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

**80-10 Termination for national emergencies.** The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Engineer.

Termination of the contract or a portion thereof shall neither relieve the Contractor of his or her responsibilities for the completed work nor shall it relieve his or her surety of its obligation for and concerning any just claim arising out of the work performed.

**80-11 Work area, storage area and sequence of operations.** The Contractor shall obtain approval from the Engineer prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate his or her work in such a manner as to ensure safety and a minimum of hindrance to flight operations. All Contractor equipment and material stockpiles shall be stored a minimum of 500 feet from the centerline of an active runway. No equipment will be allowed to park within the approach area of an active runway at any time. No equipment shall be within 250 feet of an active runway at any time.

**END OF SECTION 80**

## SECTION 90 MEASUREMENT AND PAYMENT

**90-01 Measurement of quantities.** All work completed under the contract will be measured by the Engineer, or his or her authorized representatives, using United States Customary Units of Measurement or the International System of Units.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the Engineer.

Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

In computing volumes of excavation the average end area method or other acceptable methods will be used.

The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.

The term "ton" will mean the short ton consisting of 2,000 lb (907 kg) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, approved scales by competent, qualified personnel at locations designed by the Engineer. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the Engineer directs, and each truck shall bear a plainly legible identification mark.

Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.

When requested by the Contractor and approved by the Engineer in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Engineer and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Bituminous materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts or ASTM D633 for tars.

Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when bituminous material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work.

When bituminous materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, may be used for computing quantities.

Cement will be measured by the ton (kg) or hundredweight (kg).

Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the contract.

When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered by the Engineer in connection with force account work will be measured as agreed in the change order or supplemental agreement authorizing such force account work as provided in the subsection 90-05 titled PAYMENT FOR EXTRA WORK of this section.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales.

Scales shall be accurate within 1/2% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the inspector before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed one-tenth of 1% of the nominal rated capacity of the scale, but not less than 1 pound (454 grams). The use of spring balances will not be permitted.

Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the inspector can safely and conveniently view them.

Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.

Scales must be tested for accuracy and serviced before use at a new site. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.

Scales "overweighing" (indicating more than correct weight) will not be permitted to operate, and all materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of one-half of 1%.

In the event inspection reveals the scales have been underweighing (indicating less than correct weight), they shall be adjusted, and no additional payment to the Contractor will be allowed for materials previously weighed and recorded.

All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.

When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the Engineer. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

**90-02 Scope of payment.** The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of the subsection 70-18 titled NO WAIVER OF LEGAL RIGHTS of Section 70.

When the "basis of payment" subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

**90-03 Compensation for altered quantities.** When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in the subsection 40-02 titled ALTERATION OF WORK AND QUANTITIES of Section 40 will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from his or her unbalanced allocation of overhead and profit among the contract items, or from any other cause.

**90-04 Payment for omitted items.** As specified in the subsection 40-03 titled OMITTED ITEMS of Section 40, the Engineer shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the Engineer omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the Engineer's order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the Engineer's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the Engineer's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

**90-05 Payment for extra work.** Extra work, performed in accordance with the subsection 40-04 titled EXTRA WORK of Section 40, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

**90-06 Partial payments.** Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the Engineer, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with the subsection 90-07 titled PAYMENT FOR MATERIALS ON HAND of this section. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. The Owner must ensure prompt and full payment of retainage from the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

From the total of the amount determined to be payable on a partial payment, 5 percent of such total amount will be deducted and retained by the Owner until the final payment is made, except as may be provided (at the Contractor's option) in the subsection 90-08 titled PAYMENT OF WITHHELD FUNDS of this section. The balance 5 percent of the amount payable, less all previous payments, shall be certified for payment. Should the Contractor exercise his or her option, as provided in the subsection 90-08 titled PAYMENT OF WITHHELD FUNDS of this section, no such percent retainage shall be deducted.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or

supplemental agreements, except when such excess quantities have been determined by the Engineer to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in the subsection 90-09 titled ACCEPTANCE AND FINAL PAYMENT of this section.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

**90-07 Payment for materials on hand.** Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

- a. The material has been stored or stockpiled in a manner acceptable to the Engineer at or on an approved site.
- b. The Contractor has furnished the Engineer with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- c. The Contractor has furnished the Engineer with satisfactory evidence that the material and transportation costs have been paid.
- d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.
- e. The Contractor has furnished the Owner evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of his or her responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this subsection.

**90-08 Payment of withheld funds.** At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in subsection 90-06 PARTIAL PAYMENTS, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

- a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.
- b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.
- c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.

d. The Contractor shall obtain the written consent of the surety to such agreement.

**90-09 Acceptance and final payment.** When the contract work has been accepted in accordance with the requirements of the subsection 50-15 titled FINAL ACCEPTANCE of Section 50, the Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Engineer's final estimate or advise the Engineer of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Engineer's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with the subsection 50-16 titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 50.

After the Contractor has approved, or approved under protest, the Engineer's final estimate, and after the Engineer's receipt of the project closeout documentation required in subsection 90-11 Project Closeout, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of the subsection 50-16 titled CLAIMS FOR ADJUSTMENTS AND DISPUTES of Section 50 or under the provisions of this subsection, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

**90-10 Construction warranty.**

a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of:

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished by the Contractor.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. The Owner will notify the Contractor, in writing, within [ seven (7) ] days after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within [ 14 ] days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

**90-11 Project closeout.** Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the Engineer approves the Contractor's final submittal. The Contractor shall:

a. Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.

b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

c. Complete final cleanup in accordance with subsection 40-08, FINAL CLEANUP.

d. Complete all punch list items identified during the Final Inspection.

e. Provide complete release of all claims for labor and material arising out of the Contract.

f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.

g. When applicable per state requirements, return copies of sales tax completion forms.

h. Manufacturer's certifications for all items incorporated in the work.

i. All required record drawings, as-built drawings or as-constructed drawings.

j. Project Operation and Maintenance (O&M) Manual.

k. Security for Construction Warranty.

l. Equipment commissioning documentation submitted, if required.

**END OF SECTION 90**

FAA Special Provisions

for

8 Unit T-Hangar Construction

Houston County Airport (CHU)

FAA AIG No. 3-27-0016-014-2025 & AIP 015-2025

SP No. A2801-38 & 39

Houston County

Caledonia, MN

## FAA SPECIAL PROVISIONS

for  
FAA General Provisions - 2005 Standard Edition

### INDEX

SUBSECTION 70-11	RESPONSIBILITY FOR DAMAGE CLAIMS
SUBSECTION 70-22	DISPUTE RESOLUTION

#### **SUBSECTION 70-11 – Responsibility for Damage Claims**

*Subsection 70-11 is supplemented by the following insurance requirements.*

##### **Contractor's Insurance Requirements**

Additional Contractor's Insurance Requirements: The CONTRACTOR acknowledges and agrees that the coverage under the July 2004 edition of the ISO Additional Insured Endorsement CG 20 10 is not acceptable. If additional insured coverage is provided under ISO Additional Insured Endorsement CG 20 10, it will be provided under the pre-2004 edition of that endorsement.

Prior to the commencement of this Agreement, the CONTRACTOR shall obtain certificates of all insurance required on a form approved by the OWNER, signed by an authorized representative of the insurance carrier. The certificates shall be submitted directly to the OWNER for review and approval with a record copy only to the ENGINEER for his files. The CONTRACTOR shall not begin any work until the OWNER has reviewed and approved the insurance certificates and has so notified the CONTRACTOR directly in writing. Any notice to proceed that is issued shall be subject to such approval by the OWNER.

The following is a listing of the coverage to be included in the liability insurance and to be clearly shown as covered on the insurance certificate. For work within railroad rights-of-way see paragraph (k) below.

- a. Comprehensive general liability insurance including premises-operations coverage, completed operations coverage, independent contractor's coverage and contractual liability coverage, covering the indemnity agreement under Subsection 70-11, with limits of not less than \$1,500,000 combined single limit, including bodily injury liability and property damage liability. Lower basic general liability limits with existence of umbrella liability will be acceptable.
- b. Workers' compensation insurance and employees' liability insurance as required by law, with requirement that employers' liability insurance shall cover all employees with limits of not less than \$1,500,000 combined single limit, including bodily injury, sickness, disease and death liability.
- c. Automobile, bodily injury and property damage liability insurance, including coverage for all owned, hired vehicles and employers' non-ownership liability coverage with limits of not less than \$1,500,000 combined single limit bodily injury and property damage liability.
- d. The additional insured coverage required by Subsection 70-11 will extend to claims arising out of the CONTRACTOR's ongoing operations for the OWNER.
- e. The policy shall be a standard form policy provided for by a carrier approved by the State of Minnesota and having an "AM BEST" ratings of A- and FSC VIII or

better. The policies shall not contain any exclusion that will restrict coverage on any operations performed by this CONTRACTOR or any subcontractor hereof. At the time the CONTRACTOR delivers all certificates of insurance and other proof of insurance to OWNER, the CONTRACTOR shall include evidence of the carrier's "AM BEST" rating.

- f. It is a condition of the Contract that the policy or policies to be provided by the CONTRACTOR shall waive governmental immunity as a defense in any action brought against the insured by any other party to the Contract.
- g. The policy shall provide full insurance to cover all of the CONTRACTOR's operating exposures including the picking up of materials, the operation of vehicles, the operation of collection and processing sites, explosion, remote borrow site activities, collapse, underground hazards and contractual liability as required in Subsection 70-11.
- h. Approval of the insurance by the OWNER shall not in any way relieve or decrease the liability of the CONTRACTOR hereunder, and it is expressly understood that the OWNER or the ENGINEER does not in any way represent that the above specified insurance or limits of liability are sufficient or adequate to protect the CONTRACTOR'S interest or liabilities.
- i. Any insurance agent shall have in force for any coverage provided by this Contract Errors and Omissions Coverage with limits of not less than \$1,500,000 per occurrence and \$3,000,000 aggregate.
- j. The OWNER and ENGINEER shall be named and listed as additional insureds on the CONTRACTOR'S general liability policy. The inclusion of more than one named insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.
- k. Whenever a Contract requires that work be performed within the right of way of a railroad or that materials be hauled across the tracks of a private crossing, the CONTRACTOR shall provide Railroad Protective Liability Insurance in accordance with MnDOT Specification 1708. The CONTRACTOR is advised that this increases coverage limits for Bodily Injury Liability, Property Damage Liability and Physical Damage to Property to \$2,000,000 per occurrence and \$6,000,000 aggregate.
- l. Should any of the above described policies be cancelled before the expiration date thereof, the issuing company shall mail thirty (30) day written notice to the OWNER, with a copy mailed to the ENGINEER.

**Owner's Liability Insurance**

- a. Reference is made is paragraph j. above, which shall apply.

**Property Insurance**

- a. All responsibility for maintaining property insurance on any project premises or structures owned, operated or being constructed by the CONTRACTOR remains solely with the CONTRACTOR, and such responsibility shall remain with the CONTRACTOR until such time as this Contract is terminated. Such coverage

shall apply to the entire project for the period of this Contract, and include completed Work, Work in progress, and materials stored on-site, off-site or in-transit. Such insurance shall include as additional named insured: the OWNER, the ENGINEER and their consultants, and each of their officers, employees and agents, and any other persons with an insurable interest designated by the OWNER.

- b. If the Work involves above ground structures, in any way, including but not limited to construction, demolition, renovation, and/or remodeling, the CONTRACTOR shall submit, before commencement of the Work, written evidence that it has obtained Builders' Risk "All-Risk" Completed Value Insurance Coverage. Such coverage shall apply to the entire project for the period of this Contract, and include completed Work, Work in progress, and materials stored on-site, off-site or in-transit. Such insurance shall include as additional named insured: the OWNER, the ENGINEER and their consultants, and each of their officers, employees and agents, and any other persons with an insurable interest designated by the OWNER.

**Acceptance of Bonds and Insurance; Option to Replace**

The time period for the objecting party to notify the other party in writing is extended to 14 days.

**SUBSECTION 70-22 – DISPUTE RESOLUTION**

*Add the following Subsection 70-22 to Section 70*

OWNER and CONTRACTOR agree that they shall submit any and all unsettled claims, counterclaims, disputes or other matters in question between them arising out of or relating to the Contract Documents or the breach thereof to the following Mediation / Arbitration procedure for dispute resolution.

1. Mediation Procedure
  - a. Notice to Invoke Procedure

Should a dispute arise over the interpretation or application of this Agreement, which cannot be resolved by negotiations between the parties, they shall invoke this Mediation Procedure before proceeding to litigation. Either party may invoke the Procedure by giving written notice to the other. The notice shall include the designation of an executive officer with authority to engage in mediation and settle the dispute.
  - b. Response

Within fourteen (14) business days of a notice given as provided above, the other party shall respond, designating an executive officer with authority to engage in mediation and settle the dispute on its behalf.
  - c. Submission

Within five (5) business days of a response given as provided above, the parties shall select a mutually acceptable neutral third party, who shall act as mediator, and schedule the first mediation session to resolve the dispute. All mediation meetings shall be held at the offices of the Owner unless otherwise agreed.

d. No Resolution through Mediation

In the event the parties are unable to reach a resolution of the dispute through the Mediation Procedure, described herein, each party agrees to enter into Arbitration in accordance with the terms and conditions of Subsection 70-22, 2 of the Supplementary Provisions.

e. Confidentiality

To the extent permissible under Minnesota Data Practices Act and the Minnesota Open Meeting Law, by entering into this Mediation Procedure, the parties shall be taken to agree that the entire proceeding is confidential; that the parties, their representatives and the Neutral Third Party must keep confidential all statements, whether oral or written, made in this proceeding, and all other matters relating to the proceeding, including the settlement agreement, except when, and insofar as its disclosure is necessary to implement and enforce such agreement. All such matters will be inadmissible and not subject to discovery in any litigation, arbitration, or other proceeding.

The Neutral Third Party will be disqualified as a witness, consultant, or expert for any part to this proceeding, and his opinions, records or notes in this proceeding will be inadmissible in any litigation, arbitration or other proceeding.

2. Arbitration Agreement

- a. All claims, disputes and other matters in question between OWNER and CONTRACTOR arising out of or relating to the Contract Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment as provided by Subsection 90-09) will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Article 16.02. This agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this Article 16.02 will be specifically enforceable under the prevailing law of any court having jurisdiction.
- b. No demand for arbitration of any claim, dispute or other matter that is required to be referred to ENGINEER initially for decision in accordance with Subsection 50-01 will be made until the earlier of (a) the date on which ENGINEER has rendered a written decision or (b) the thirty-first day after the parties have presented their evidence to ENGINEER if a written decision has not been rendered by ENGINEER before that date. No demand for arbitration of any such claim, dispute or other matter will be made later than thirty days after the date on which ENGINEER has rendered a written decision in respect thereof in accordance with Subsection 50-01; and the failure to demand arbitration within said thirty days' period will result in ENGINEER's decision being final and binding upon OWNER and CONTRACTOR. If ENGINEER renders a decision after arbitration proceedings have been initiated, such decision

may be entered as evidence but will not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned. No demand for arbitration of any written decision of ENGINEER will be made later than thirty (30) days after the party making such demand has delivered written notice of intention to appeal.

- c. Notice of the demand for arbitration will be filed in writing with the other party to the Agreement and with the American Arbitration Association, and a copy will be sent to ENGINEER for information. The demand for arbitration will be made within the thirty-day or ten-day period specified in paragraph 2.b as applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in event shall any such demand be made after that date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.
- d. Except as provided in paragraph 2.e below, no arbitration arising out of or relating to the Contract Documents shall include by consolidation, joinder or in any other manner any other person or entity (including ENGINEER, ENGINEER's Consultant and the officers, directors, agents, employees or consultants of any of them) who is not a party to this contract unless:
  - 1. The inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and
  - 2. Such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and
  - 3. The written consent of the other person or entity sought to be included and of OWNER and CONTRACTOR has been obtained for such inclusion, which consent shall make specific reference to this paragraph; but no such consent shall constitute consent to arbitration of any dispute not specifically described in such consent or to arbitration with any party not specifically identified in such consent.
- e. Notwithstanding paragraph 2.d if a claim, dispute or other matter in questions between OWNER and CONTRACTOR involves the Work of a Subcontractor, either OWNER or CONTRACTOR may join such Subcontractor as a party to the arbitration between OWNER AND CONTRACTOR hereunder. CONTRACTOR shall include in all subcontracts a specific provision whereby the Subcontractor consents to being joined in arbitration between OWNER and CONTRACTOR involving the Work of such Subcontractor. Nothing in this paragraph 2.e nor in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of Subcontractor and against OWNER, ENGINEER, or ENGINEER's Consultants that does not otherwise exist.

- f. If the amount of the dispute submitted for arbitration was less than or equal to \$ 15,000, the award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal.
- g. If the amount of the dispute submitted for arbitration was greater than \$ 15,000, the award rendered by the arbitrators may be accepted by all parties and judgment may be entered upon it in any court having jurisdiction; or any party may choose to reject the proposed award of the arbitrators and elect to pursue other legal remedies that are available.
- h. OWNER and CONTRACTOR agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to the Contract Documents or the breach thereof ("disputes"), to mediation by The American Arbitration Association under the Construction Industry Mediation Rules of the American Arbitration Association prior to either of them initiating against the other a demand for arbitration pursuant to paragraphs 2.a through 2.f, unless delay in initiating arbitration would irrevocably prejudice one of the parties. The respective thirty and ten day time limits within which to file a demand for arbitration as provided in paragraphs 2.b and 2.c above shall be suspended with respect to a dispute submitted to mediation within those same applicable time limits and shall remain suspended until ten days after the termination of the mediation. The mediator of any dispute submitted to mediation under this Agreement shall not serve as arbitrator of such dispute unless otherwise agreed.

## EXHIBIT A - RESIDENT PROJECT REPRESENTATIVE

### GENERAL

If the OWNER and ENGINEER choose to furnish a Resident Project Representative (RPR), assistants and other field staff, they shall assist the ENGINEER in observing performance of the Work of the CONTRACTOR. There is no expressed, written or implied guarantee that an RPR will be on site at all times.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR'S failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in the construction Contract Documents, and are further limited and described as follows:

RPR is ENGINEER'S agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

### DUTIES AND RESPONSIBILITIES OF RPR

**Schedules:** Review the progress schedule, prepare a schedule of Shop Drawing submittals and review the schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.

**Conferences and Meetings:** Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.

**Liaison:**

Serve as ENGINEER'S liaison with CONTRACTOR, working principally through CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and assist ENGINEER in serving as OWNER'S liaison with CONTRACTOR when CONTRACTOR'S operations affect OWNER'S on-site operations.

Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

**Shop Drawings and Samples:**

Record date of receipt of Shop Drawings and samples.

Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.

Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.

**Review of Work, Rejection of Defective Work, Inspections and Tests:**

Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.

Report to ENGINEER whenever RPR believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of work that RPR believes should be corrected or rejected or should be uncovered for examination, or requires special testing, inspection or approval.

Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.

Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.

**Interpretation of Contract Documents:** Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.

**Modifications:** Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.

**Records:**

Maintain orderly files for correspondence, reports or job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER'S clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.

Record names, addresses and telephone numbers of all CONTRACTOR'S, subcontractors and major suppliers of materials and equipment.

**Reports:**

Furnish ENGINEER periodic reports as required of progress of the work and of CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.

Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.

Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.

Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

**Payment Requests:** Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.

**Certificates, Maintenance and Operation Manuals:** During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with

the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

**Completion:**

Conduct final inspection in the company of ENGINEER, OWNER, and CONTRACTOR and prepare a final list of items to be completed or corrected.

Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

**LIMITATIONS OF AUTHORITY**

**Resident Project Representative (RPR)**

Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.

Shall not exceed limitations of ENGINEER'S authority as set forth in the Contract Documents.

Shall not undertake any of the responsibilities of CONTRACTOR, subcontractor or CONTRACTOR'S superintendent.

Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.

Shall not accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.

Shall not authorize OWNER to occupy the Project in whole or in part.

Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

**\*\*\*\*END OF SECTION\*\*\*\***

**EXHIBIT A —SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE**

<b>Item</b>	<b>Electronic Documents</b>	<b>Transmittal Means</b>	<b>Data Format</b>	<b>Note (1)</b>
a.1	General communications, transmittal covers, meeting notices and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas, meeting minutes, RFI's and responses to RFI's, and Contract forms.	Email w/ Attachment	PDF	(2)
a.3	Contactors Submittals (Shop Drawings, "or equal" requests, substitution requests, documentation accompanying Sample submittals and other submittals) to Owner and Engineer, and Owner's and Engineer's responses to Contractor's Submittals, Shop Drawings, correspondence, and Applications for Payment.	Email w/ Attachment	PDF	
a.4	Correspondence; milestone and final version Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings and other Submittals from Contractor to Owner or Engineer and for responses from Engineer and Owner to Contractor regarding Submittals.	Email w/ Attachment or LFE	PDF	
a.5	Layouts and drawings to be submitted to Owner for future use and modification.	Email w/ Attachment or LFE	DWG	
a.6	Correspondence, reports, and Specifications to be submitted to Owner for future word processing use and modification.	Email w/ Attachment or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	DB	
<b>Notes</b>				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents.			
(2)	Transmittal of written notices is governed by Paragraph 18.01 of the General Provisions.			
<b>Key</b>				
Email	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader Version.			
DWG	Autodesk® AutoCAD .dwg format Version.			
DOC	Microsoft® Word .docx format Version.			
EXC	Microsoft® Excel .xls or .xml format Version.			
DB	Microsoft® Access .mdb format Version.			

TECHNICAL SPECIFICATIONS

for

8 Unit T-Hangar Construction

24X.136247

FAA AIG No. 3-27-0016-014-2025 & AIP 015-2025

SP No. A2801-38 & 39

Houston County

Caledonia, MN

## SECTION 2106 – EXCAVATION AND EMBANKMENT

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This section covers the furnishing of all labor, materials, tools, equipment, and performances of all work and services necessary or incidental to the excavation and embankment of the site improvements as indicated on the drawings or as specified herein.

#### 1.2 DEFINITIONS

- A. Building Pad - The area under any proposed building, or an area delineated on the plans as the site for a future building.
- B. Building Pad Hold-Down - The elevation that the proposed building pad is to be constructed to. This elevation does not represent the finished grade elevation of the proposed building.
- C. Compacted Volume (CV) – The volume of material placed as determined by computing the difference between original and final cross-sections by the average end area method.
- D. Excavated Volume (EV) – The volume of material excavated as determined by computing the difference between original and final cross-sections by the average end area method.
- E. Excess Material - Material that is not needed to complete the earthwork balance.
- F. Structural Improvements - For this specification, structural improvements will refer to any roadway, sidewalk, trail, building, sign, or other improvements requiring suitable soil to support the anticipated loadings.
- G. Subcut - Excavation performed below the proposed subgrade or building pad hold-down elevation shown on the plans to remove unsuitable material.
- H. Subgrade - The top surface of a roadbed upon which the pavement structure (including aggregate base and/or granular subbase) is to be constructed. This is also a general term denoting the soil foundation upon which a proposed improvement is to be placed.
- I. Suitable Material - Sand, silty sand, or low plasticity clay soils with no organic content. The Engineer shall make the final determination as to what material will be considered suitable.
- J. Topsoil - Any soil, generally black, containing organic material.
- K. Unsuitable Material - Soil with organic content including topsoil, swamp deposits, peat, muck, or other material deemed by the Engineer to be unsuitable for fill or embankment construction.

#### 1.3 METHOD OF MEASUREMENT AND PAYMENT

- A. Measurement and compensation for the following items will be paid according to the referenced specification or as modified below:
  - 1. Measurement and payment for common excavation will be based upon a Lump Sum, included in the Proposal. The Contractor shall make their determination as to the earthwork balance on the site and will include removal of any excess material or hauling in of any borrow material in his bid. No additional compensation will be made for the removal of excess material or the hauling of borrow material.
  - 2. The estimated quantities for subgrade excavation, stabilizing aggregate, and topsoil subcut are strictly estimates. All excavation required for the project is included within the lump sum bid. No additional compensation will be made for any excavation or earth moving for the project.
- B. The furnishing and installing of specific items and/or the performance of work under certain circumstances will not be individually paid in the absence of a specific bid item for the work. The costs will be included in the unit price bid for the associated excavation items. Such items of work include but are not limited to:

1. Unless itemized in the Schedule of Prices, subcutting the existing topsoil before placing embankment in all areas with proposed structural improvements will be included in the lump sum bid for the project.
2. Salvaging and separately stockpiling suitable aggregate base material, as determined by the Engineer will be included in the lump sum bid for the project .
3. Separating, salvaging, stockpiling, and placing suitable material for use in embankment areas will be included in the lump sum bid for the project .
4. Obtaining suitable material from areas with no proposed structural improvements to provide enough suitable material for embankments being constructed under proposed structural improvements will be included in the lump sum bid for the project .
5. Restoring the borrow site by grading the area to drain properly to slopes not-to-exceed 6:1 and by restoring the topsoil to a minimum thickness of 6.00-inches will be included in the lump sum bid for the project
6. Subgrade excavation, furnishing stabilizing aggregate, geotextile fabric installation, compaction, regrading, and/or other efforts necessary to repair the subgrade after satisfying the roll test and failing to protect the integrity of the subgrade will be included in the lump sum bid for the project .
7. Over-excavation in cut areas to provide room for placement of topsoil will be included in the lump sum bid for the project .
8. Earthwork balancing including adjustments for shrinkage loss, and excess materials resulting from the additional volume created from pipe bedding, utility pipe, and/or underground structures will be included in the lump sum bid for the project .
9. The avoidance and protection of wetlands will be included in the lump sum bid for the project .
10. Protecting existing improvements and previously accepted in-process improvements from damage will be included in the lump sum bid for the project .
11. Test rolling will be included in the lump sum bid for the project .
12. Gradation and compaction testing, and geotechnical inspection services to meet requirements of Source and Field Quality Control if required will be included in the lump sum bid for the project .
13. Farming, disking, and/or drying suitable wet materials, will be included in the lump sum bid for the project
14. Excavation required for the construction of any retaining wall will be included in the lump sum bid for the project

#### 1.4 SPECIFICATION REFERENCES

A. The following referenced Specifications will apply to this Section:

1. MnDOT 2106.
2. MnDOT 2574.

B. Unless noted otherwise, the provisions in this section are in addition to the referenced specification.

#### 1.5 SUBMITTALS

A. No submittals for this section.

### **PART 2 - PRODUCTS**

#### 2.1 MATERIALS

A. All unsuitable excess excavated material, with the exception of topsoil will become the property of the Contractor and will be removed from the site and disposed of at a site secured by the Contractor.

- B. Stabilizing aggregates for use in backfilling subgrade excavations shall be material generally produced and referred to as "1½-inch dust-free aggregate", 4.0 to 6.0-inch rubble aggregate" or other coarse aggregate found to be in general compliance by the Engineer. The aggregate base may also be used at the direction of the Engineer.

### **PART 3 - EXECUTION**

#### **3.1 GENERAL**

- A. Excavated topsoil and suitable material for reuse in the project will be segregated and stockpiled at a site selected by the Contractor.
- B. Frozen material will not be allowed for roadway or building pad construction. The Engineer shall approve locations for placement of frozen material.
- C. All excavations will be kept free of water during the placement of fill.
- D. The Contractor shall utilize methods and equipment for excavating that will minimize the disturbance to the subgrade. The use of backhoes rather than scrapers or front-end loaders may be required to minimize repeated passes of equipment over wet subgrade soils.
- E. At the end of each day, the Contractor shall eliminate surface indentations, including those caused by sheepsfoot rollers, tractor tires, and tracked equipment, and roll the surface with a steel wheel or rubber-tired roller.
- F. Sufficient common excavation will be utilized by the Contractor to replace the soil shrinkage from excavation which occurs through the course of construction handling and compaction. The Contractor shall make their estimate of the amount of shrinkage that will occur.
- G. Topsoil
  - 1. Topsoil will be salvaged and stockpiled in locations shown on the plans or in areas requiring final turf establishment, as approved by the Engineer.
  - 2. Once the salvaged topsoil is stockpiled, the Contractor shall estimate any potential shortage or surplus of topsoil possible in meeting the other provision of this Contract and notify the Engineer of the estimate.
  - 3. The priority in re-distributing the topsoil on site will be to meet the minimum depths required over the entire project area.
  - 4. In areas requiring final turf establishment with no proposed or anticipated structural improvements (building pads, etc.), topsoil will be spread uniformly to a minimum depth of 6.0-inches, unless otherwise indicated in the plans.
  - 5. In areas requiring final turf establishment with proposed or anticipated structural improvements (building pads, etc.), topsoil shall be spread to a depth of 2.0 to 4.0-inches.
  - 6. In areas not requiring final turf establishment with proposed or anticipated structural improvements, no topsoil shall be placed.
- H. Material suitable for curb backfill will be segregated and stockpiled at a site selected by the Contractor. Following curb construction, the material will be placed behind the curb, allowing for a minimum of 6.0-inches of topsoil, unless otherwise indicated in the plans.
- I. In areas where filling above the existing grade is necessary to establish the final designed elevation, the Contractor shall fully remove the topsoil and organic material to the level of stable underlying sand or clay before backfilling with suitable embankment material.
- J. The Contractor shall make their determination as to whether the proposed grading has been completed according to the plans. When the Contractor determines that the grading has been completed, he will notify the Engineer. Neither the Owner nor the Engineer will provide any intermediate acceptance of the grading improvements until all of the gradings have been completed and all topsoil has been spread.

3.2 EXCAVATION AND EMBANKMENT IN AREAS WITH PROPOSED STRUCTURAL IMPROVEMENTS.

- A. All vegetation, topsoil, organic, or other unsuitable materials will be excavated from the area below the structural improvement. Due to the variability of soils, the depth of the excavation in these areas is expected to vary significantly throughout the site. The excavated area will be inspected by the Geotechnical Engineer as specified in the field quality control.
- B. Subcut excavations will be laterally oversized at a distance of 1.0-foot beyond the edges of the proposed structural improvement for each foot of excavation depth (1:1 oversizing). The extent of the structural improvement areas shown on the plans do not necessarily show this 1:1 oversizing.
- C. Fill placed from the bottom of the subcut to the subgrade or building pad hold down elevation will be selected material from the excavation or borrow material. Such material will consist of suitable material as defined above. Clay fill shall be moisture-conditioned to within 2 percent above or below the optimum moisture content determined from the Standard Proctor compaction test.
- D. The embankment material will be spread in 6.0 to 8.0-inch loose lifts.
- E. In all roadway and pavement areas, the Contractor shall perform a roll test on the subgrade before placing any portion of the pavement structure. The roll test will be performed with a fully loaded tandem axle truck. Soils the rut or deflect 1.0-inch or more will be corrected by scarifying, drying, and recompacting the soils. Subgrade excavation will only be performed as directed by the Engineer.
- F. Subgrade excavation will be performed only when the Engineer and the Contractor both agree that the in-place soil cannot be made suitable by scarifying, drying, and recompacting. Such excavation will be backfilled with suitable excess common excavation material, stabilizing aggregate, granular borrow, or select granular borrow, as directed by the Engineer. If the Contractor proceeds without approval from the Engineer, all work and material to restore the roadbed to the proper grade will be at the Contractor's expense.

3.3 EXCAVATION AND EMBANKMENT IN AREAS WITH NO PROPOSED STRUCTURAL IMPROVEMENTS

- A. Topsoil or unsuitable material will be used to construct embankments in areas with no structural improvements.

3.4 COMPACTION

- A. All embankment grading will be compacted using the Quality Compaction Method.

3.5 SOURCE QUALITY CONTROL

- A. The Contractor shall arrange for having the following testing performed:
  - 1. One gradation test per every 500 tons or 275 cu yd (CV) of select granular borrow.
  - 2. One gradation test per every 500 tons or 275 cu yd (CV) of stabilizing aggregate.
- B. All testing will be performed by an independent testing laboratory approved by the Engineer.

3.6 FIELD QUALITY CONTROL

- A. Required Inspections:
  - 1. Areas with proposed structural improvements:
    - (a) Inspection following the removal of unsuitable material and before placement of embankment material to ensure that all topsoil and unsuitable material has been removed and that the exposed subgrade has sufficient bearing capacity for the anticipated structural improvement.
- B. The Contractor shall notify the Engineer 24-hours before completing the removal of topsoil and unsuitable material in areas with proposed structural improvements to ensure that appropriate inspection may be performed.
- C. Samples for testing shall be taken from material at locations approved by the Engineer. All sampling methods shall be approved by the Engineer.

- D. The Contractor shall coordinate the site grading and inform the Engineer when the roadway subgrade is ready for test rolling, before installing any aggregate base. The Engineer may order some subgrade correction before allowing the installation of the aggregate base.
- E. Should any of the specified tests or inspections fail, the Contractor may arrange and pay for additional tests or inspections as may be necessary to satisfy the Engineer that the specified requirements have been met.

**\*\*\*END OF SECTION\*\*\***

## SECTION 2211 - AGGREGATE BASE

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This section covers the furnishing of all labor, materials, tools, equipment and performances of all work and services necessary or incidental to construct the aggregate base course as indicated on the drawings or as specified herein.

#### 1.2 METHODS OF MEASUREMENT AND PAYMENT

- A. Measurement and compensation for the following items shall be paid according to the referenced specification or as modified below:
  - 1. No exception to the referenced specification is made.
- B. The furnishing and installing of specific items and/or the performance of work under certain circumstances shall not be individually paid in the absence of a specific bid item for the work. The costs shall be included in the unit price bid for the associated aggregate items. Such items of work include but are not limited to:
  - 1. Protecting existing improvements and previously accepted in-process improvements from damage.
  - 2. Subgrade excavation, furnishing stabilizing aggregate, geotextile fabric installation, compaction, regrading and/or other efforts necessary to repair the subgrade after satisfying the rolling test and failing to protect the integrity of the subgrade.
  - 3. The cost of all labor, equipment and materials necessary for meeting the testing requirements of field quality control, if required, include in price bid for Aggregate Base.
  - 4. Furnishing and installing blue tops for gravel surface.
  - 5. Test rolling of the compacted aggregate base using a fully loaded aggregate truck (tandem).

#### 1.3 SPECIFICATION REFERENCES

- A. MnDOT 2211 shall apply to the construction of aggregate base, except as modified herein.
- B. Unless noted otherwise, the provisions in this section are in addition to the referenced specification.

#### 1.4 SUBMITTALS

- A. Provide the following test results for each source of aggregate:
  - 1. Two gradation tests
  - 2. One percent crushing test (only if requested by Engineer).
  - 3. One aggregate quality test (only if requested by Engineer).

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. When no percent crushing is designated in the Schedule of Prices, the material to be used shall conform to the Specifications for Aggregate Base Class 5 modified so that the percent passing the No. 200 sieve shall be 5 to 10 percent.
- B. When the schedule of unit prices calls for 100 percent crushed aggregate base, the material to be used shall conform to the Specifications for Aggregate Base Class 5, modified so that the material consists of 100 percent crushed rock. The gradation shall also be modified so that the percent passing the No. 200 sieve shall be 5 to 10 percent.

- C. Materials included here consist of new Class 5 aggregate base. If additional rock is added to meet the Class 5 gradation, the added materials must pass the Los Angeles Rattler (L.A.R.) test. The percent crushed shall also be tested on the aggregate base class 5 samples.

### **PART 3 - EXECUTION**

#### **3.1 CONSTRUCTION REQUIREMENTS**

- A. At the end of each day the Contractor shall eliminate surface indentations, including those caused by sheeps foot rollers and tractor cleats, and roll the surface with a steel wheel or rubber-tired roller.
- B. The depth and class of aggregate base to be constructed shall be as shown on the plans. Aggregate base construction shall take place only after the street subgrade condition and grade has been examined by the Engineer.
- C. Pneumatic rollers are required for compaction on all aggregate base courses with recycled bituminous unless otherwise approved by the Engineer.
- D. All aggregate base courses shall be compacted using the Quality Compaction Method.
- E. The compacted aggregate base shall be test rolled using a fully loaded aggregate truck (tandem) in a pattern approved by the Engineer. The stability of the compacted base shall be considered adequate when the surface shows less than 1.0-inch of yielding or rutting after one pass, or as otherwise approved by the Engineer. The test rolling of the compacted aggregate base using a fully loaded aggregate truck (tandem) shall be incidental.

#### **3.2 SOURCE QUALITY CONTROL**

- A. The Contractor shall arrange for having the following testing performed:
  - 1. One gradation test for each 500 tons or 275 cubic yards (CV) of each class of aggregate base.
  - 2. One percent crushing test.
  - 3. One aggregate quality test.
- B. Samples for testing shall be taken from material in stock at locations approved by the Engineer. All sampling methods shall be approved by the Engineer.
- C. The Contractor shall cooperate fully with the individuals performing the tests.
- D. Should any of the specified tests fail, the Contractor may arrange and pay for additional tests as may be necessary to satisfy the Engineer that the requirements have been met.

#### **3.3 FIELD QUALITY CONTROL**

- A. "Blue Top" stakes shall be provided by the Contractor at 50.0-foot intervals to confirm that the base is constructed to the required grades and elevations. Methods other than "Blue Top" staking may be allowed, if approved by the Engineer.

**\*\*\*\*END OF SECTION\*\*\*\***

## SECTION 2360 – PLANT MIXED ASPHALT PAVEMENT

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This section covers the furnishing of all labor, materials, tools, equipment and performances of all work and services necessary or incidental to the construction of plant-mixed bituminous surfacing utilizing the MnDOT Gytratory Design Specification (2360) as indicated on the plans or as specified herein.
- B. This is a Certified Plant Project. The supplier shall have sufficient testing facilities and qualified personnel including Certified Technicians. All required plant and field tests shall be performed in a timely manner and with a good quality control program.

#### 1.2 METHOD OF MEASUREMENT AND PAYMENT

- A. Measurement and compensation for the following items shall be paid according to the referenced specification or as modified below:
  - 1. All costs of furnishing and applying bituminous tack coat material will be incidental with no direct compensation being made therefore.
  - 2. Payment shall be included within the lump sum bid item for the project. No direct payment for flexible paving will be made..
  - 3. The Contractor shall allow one thousand dollars (\$1,000) in the bid to cover the expense of taking ten (10) random, 3.0-inch diameter core samples and patching the bore holes. Should any or all of the core samples be deleted, the proportionate core expense shall be deducted from the final project cost. Additional core samples required by the Engineer shall be compensated at thirty dollars (\$30) per core.
- B. The maximum payment factor for density is 100 percent.
- C. This project is not subject to the provisions of MnDOT 2399.
- D. The furnishing and installing of specific items and/or the performance of work under certain circumstances shall not be individually paid in the absence of a specific bid item for the work. The costs shall be included in the unit price bid for the associated bituminous paving items. Such items of work include but are not limited to:
  - 1. Equipment and materials necessary for meeting the testing requirements of Source Quality Control for the bituminous tack coat, if required, include in price bid for bituminous tack coat.
  - 2. The cost of all labor, equipment and materials necessary to comply with plant and field testing requirements of MnDOT 02360, include in price bid for Plant-Mixed Bituminous Surfacing.
  - 3. The cost of all labor, equipment and materials necessary for constructing clean, vertical, solid edge at the adjacent asphalt surface for both non-wear and wear courses, include in the price bid for Plant-Mixed Bituminous surfacing.
  - 4. Sawcutting the bituminous edges and removing of damaged bituminous just prior to the construction of the next lift of bituminous course.

#### 1.3 SPECIFICATION REFERENCE

- A. MnDOT 2360 shall apply, except as modified herein.
- B. MnDOT 2357 shall apply, except as modified herein.
- C. MnDOT 3139 shall apply, except as modified herein.
- D. Unless noted otherwise, the provisions in this Section are in addition to the referenced specification.

#### 1.4 SUBMITTALS

- A. Bituminous Mix Design (wear and non-wear).

**PART 2 - PRODUCTS**

**2.1 MATERIALS**

**A. Bituminous Tack Coat:**

1. The bituminous material for tack coat will be limited to one of the following kinds of emulsified asphalt. However, the Engineer may authorize the use of medium cure cutback asphalt (MC-250) during the early and late construction season when it is anticipated the air temperature may drop below 32 degrees Fahrenheit. Cutback asphalt shall be used only when approved by the Engineer.

(a) Emulsified Asphalt

- (1) Anionic SS-1, SS-1h
- (2) Cationic CSS-1, CSS-1h

(b) Cutback Asphalt:

- (1) Medium Cure Liquid Asphalt MC-250

2. Only Certified Sources are allowed for use. MnDOT’s Certified Source List is located at the following link: <http://www.dot.state.mn.us/products/index.html>.

**B. Bituminous material and aggregate shall be as shown on the typical sections in the plans.**

**PART 3 - EXECUTION**

**3.1 CONSTRUCTION REQUIREMENTS**

**A. Bituminous Tack Coat**

1. The tack coat shall not be applied when the road surface or weather conditions are unsuitable as determined by the Engineer.
2. At the time of applying bituminous tack coat material, the road surface shall be dry and clean and all necessary repairs or reconditioning work shall have been completed as provided for in the Contract and approved by the Engineer.
3. Unless otherwise indicated in the Plans or provisions, the bituminous tack coat material shall be applied within the application rates shown in the table below as based on pavement type or condition and type of bituminous material. The Engineer shall approve the time and rate of application. Only a MnDOT certified asphalt emulsion supplier is allowed to dilute the emulsion. When diluted, the supplier shall provide asphalt emulsion diluted 1-part emulsion to 1-part water. Dilution of asphalt emulsion in the field is not allowed. The Engineer may waive the tack coat requirement when multiple lifts are paved on the same day.

Pavement Type or Condition	Application Rate - gallons/sy		
	Undiluted Emulsion SS-1, SS-1H, CSS-1, CSS-1H	Diluted Emulsion (1 part Emulsion to 1 part water) <sup>1</sup> SS-1, SS-1H, CSS-1, CSS-1H	MC Cutback <sup>2</sup> MC-250
New HMA	0.03 – 0.05	0.06 – 0.10	0.03 – 0.05
Aged HMA <sup>3</sup> or Un-milled PCC	0.05 – 0.08	0.10 – 0.15	0.05 – 0.08
Milled HMA or Milled PCC	0.07 – 0.10	0.14 – 0.20	0.07 – 0.10

<sup>1</sup>As provided by the asphalt emulsion supplier

<sup>2</sup>When approved by the Engineer

<sup>3</sup>Older than 1 year

4. The temperature of the bituminous material at the time of application shall be approved by the Engineer, within the limits specified following:
  - (a) SS-1, SS-1H, CSS-1, CSS-1H .....70 to 160 Degrees Fahrenheit
  - (b) MC-250 .....165 to 220 Degrees Fahrenheit
- B. The Contractor is required to use the self-propelled pneumatic tire roller as an intermediate roller on the wearing courses.
- C. Cut the adjacent asphalt surface prior to construction of the bituminous surface course to obtain a clean, vertical, solid edge.
- D. Compaction of all bituminous mixtures shall be by the Ordinary Compaction Method.

3.2 SOURCE QUALITY CONTROL

- A. The bituminous mix shall be designed using Contractor Trial Mix Designs. A current MnDOT mix design may be accepted provided it represents the aggregate source and bituminous plant being used for the project, and is approved by the Engineer. No bituminous mixture shall be placed without an approved mix design.
- B. Testing of the material bituminous tack coat may be required, if determined by the Engineer, that the material appears suspect.

3.3 FIELD QUALITY CONTROL

- A. If required by the Engineer, cores for mat density and for lift thickness verification shall be taken, except that for daily production less than 300 tons, the Engineer may require that two cores are taken (one for Contractor testing and one companion core). Sample locations shall be designated by the Engineer and made with a drilling device that produces clean sharp, vertical edges.
- B. Lift Thickness Tolerances:
  1. If any cores indicate lift thicknesses outside of the specified tolerances, the Contractor may, at its own cost and expense, take additional core samples to further define the extent of the deficiency.
  2. The Engineer shall calculate deficient pavement areas using the locations and thickness results of all core samples and prorating the thickness profile.
  3. At the discretion of the Engineer as an alternative to removal and replacement, the Engineer may allow a \$1.00 deduction per square yard will be made for each 1/8-inch deficiency of thickness beyond the specified tolerances.
  4. Reduction in payment for bituminous courses constructed to more than the maximum permissible thickness, except that the thickness tolerances specified herein apply.
- C. Testing:
  1. For projects with 2000 tons or less of a particular mix type, delete Tables 2360.2-7 and 2360.2-8 of the referenced MnDOT 2360 and substitute the following:

Production Test	Sampling and Testing Rates (each mix type)	Test Reference (Laboratory Manual unless otherwise indicated)	Spec Section
Bulk Specific Gravity	Divide the planned production by 500. Round up to the next whole number	1806	2360.2.G.7.b
Maximum Specific Gravity		1807	2360.2.G.7.c
Air Voids (calculated)		1808	2360.2.G.7.d
Asphalt Content		1853	2360.2.G.7.a
Add AC/Total AC Ratio (calculated)		1853	2360.2.G.7.a
Adj. AFT (Calculated)		1854	2360.2.E.7.e

<b>Production Test</b>	<b>Sampling and Testing Rates (each mix type)</b>	<b>Test Reference (Laboratory Manual unless otherwise indicated)</b>	<b>Spec Section</b>
Gradation	1 gradation per 500 tons or portion thereof (at least one per day)	1203	2360.2.G.7.f
Coarse Aggregate Angularity	1 test per 500 tons or portion thereof. If CAA >8 percent of requirement, 1 sample per day but test 1 per week.	1214	2360.2.G.7.g
Fine Aggregate Angularity (FAA)	1 test per 500 tons or portion thereof. If FAA >5 percent of requirement, 1 sample per day but test 1 per week.	1213	2360.2.G.7.h
Fines to Effective Asphalt Ratio (calculated)	Divide the planned production by 500. Round up to the next whole number	1203 & 1853	2360.2.G.7.f & 2360.2.G.7.a
TSR	As directed by the Engineer	1213	2360.G.7.i
Aggregate Specific Gravity	As directed by the Engineer	1204, 1205, and 181	2360.G.7.j
Mixture Moisture Content	Daily unless otherwise required by the Engineer	1805	2360.G.7.k
Asphalt Binder	As directed by the Engineer]	MnDOT Bituminous Manual 5-693.920	2360.G.7.l

2. Contractor shall send a copy of the testing results to the Engineer.
3. Should any of the specified tests fail, the Contractor shall notify the Engineer immediately and shall arrange and pay for additional test as may be necessary to satisfy the Engineer that the requirements have been met.

**\*\*\*\*END OF SECTION\*\*\*\***



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Ph: (763) 433-2851  
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Bolton-Menk.com

Date: January 28, 2025

To: Design-Build Teams

RE: **8 Unit T- Hangar Design-Build Request for Proposal (RFP)**  
Houston County Airport (CHU)  
Caledonia, MN

## 1. BUILDING DESIGN CRITERIA

- a. Proposed 8 Unit T- Hangar Building shall provide a pre-engineered metal building approximately 202.5-feet long by 60-feet wide with each hangar bay 44.5-feet wide. The entire building shall have a frost footing. Each unit shall have its own door as required. The building shall include roof insulation; however, insulation between bays is not required.
- b. Hangar Building shall meet the following minimum dimensions:
  - i. Number of Units Eight (8)
  - ii. Building Length 202' – 6"
  - iii. Building Width 60' – 0"
  - iv. Clear Door Opening 44' – 6"W x 14' – 0"H
  - v. Pedestrian Door Opening 3' – 0"W x 6' – 0"H
  - vi. Overhead Opening 12'-0"W x 14' – 0"H
- c. Design loads shall be in accordance with 2021 IBC Building code standard design practices.

## 2. BUILDING GENERAL REQUIREMENTS

- a. Contractor is responsible for the design of the building, footings, foundation wall, floor slab, and all associated components. Design drawings shall be certified by a licensed Engineer in the State of Minnesota to meet all specified criteria.
- b. Contractor is required to obtain all permits required for construction.
- c. Contractor is required to complete all construction staking and materials testing for required construction.
- d. Unit Price submitted for Bid Item "8 Unit T- Hangar, Complete Design Build" shall include, but is not limited to, the following:
  - i. Building Footings and Foundation Wall (including subgrade preparation)
  - ii. Reinforced Concrete Hangar Floor

- iii. Hangar Building and Erection
- iv. Hangar Doors and Operating Equipment
- v. Overhead Garage Doors
- vi. Building Electrical
- vii. Civil Site Work
- viii. Site Restoration
- ix. Construction Staking
- x. Construction Materials Testing and Special Inspections
- xi. All Required Permits

- e. The Statement of Estimated Quantities included in the project plans are for estimation purposes only. The contractor shall be responsible for estimating quantities for the bid. No additional payment will be made for additional quantities and shall all be included within the lump sum bid item.

### 3. BUILDING MANUFACTURER

- a. Building manufacturer and suppliers shall have recent experience within the past five years of completing similar hangar projects in similar climates.
- b. Bidders shall base their bids on furnishing steel buildings manufactured by **Erect-A-Tube, Inc., Metallic Building Systems, American Buildings, Nucor**, unless an alternate supplier has been reviewed and approved by the Engineer. **All request for alternative building supplier must be submitted to the Engineer 10 calendar days prior to the bid opening.** Request must include sufficient information for the Engineer to approve the substitution.

### 4. HANGAR BUILDING DESIGN ITEMS

#### a. ROOF

- i. Roof sheets shall be 26 ga. conforming to ASTM specification A-792 with panel configuration with 1-1/4" minimum high major ribs 12" on center. Sheeting should have a minimum yield of 80 ksi. Panel coverage shall be 36" and shall be furnished full length from building eave to ridge purlin. A pre-formed ridge cap shall be provided. Minimum 25-year limited warranty. Roof sheets shall extend 12" beyond the eave line.

#### b. EXTERIOR WALLS

- i. Wall sheet and hangar bi-fold doors shall be 26 ga. conforming to ASTM specification A446 with a silicone polyester coating. Panel coverage shall be 36" and furnished full length. Panel configuration shall be 1-1/4" minimum major ribs 12" on center. Sheeting should have a minimum yield of 80 ksi. Wall sheet shall be furnished full height. Minimum 35-year limited warranty.

**c. INTERIOR WALLS**

- i. Partition sheet shall be 29 ga. Sheeting should have a minimum yield of 80 ksi. Partition sheeting to be full-height or as specified. Panel shall be furnished in full height and include bird-proofing trim between partition sheet and roof decking. Provide space at base to prevent buckling of panel. Minimum 20-year limited warranty.

**d. TRIM**

- i. Building trim shall include eave trim, gable trim, corner trim, service door trim, bi-fold hangar door trim. All trim shall be 26 ga. and manufactured of flat stock material equal in quality to wall sheets and color as selected from manufacturer's standard color chart. All trims to be hemmed. Trim pieces shall be packaged for shipment at factory.

**e. BI-FOLD DOORS**

- i. Bi-fold doors shall be integral with hangar building design. Door framing members shall be square tube jig welded in full size panels to eliminate any field welding. Door frames shall have pre-located top hinges factory located to align with pre-located door truss hinges on door header to eliminate field welding. Structural steel shall be ASTM A500 Grade B square structural welded steel tubing.
- ii. Electric bi-fold door operator may be top or bottom mounted operator on center of door truss and shall be provided with adjustable turnbuckles and fastened securely. Motor shall be 3/4 H.P. (minimum) 230 V.A.C. single-phase thermally protected and supplied with a reset button. Motor shall be totally enclosed capacitor start. Cable drum shall be a direct drive drum by shaft mounted gearbox. Gearbox shall be oil bath two-stage gearbox, bronze worm gear, hardened steel spur gears, tapered roller and ball bearings. Door operator shall be pre-wired at factory complete with 24 V.A.C. momentary up and down pressure-down push button control, magnetic controllers, geared rotary limit switch attached to cable drum designed to coordinate reversing operation, spring set electric brake, and up-stop safety switch; over-ride safety mercury tilt switch to disconnect power in case of over travel. Power connection shall be by heavy-duty 230-volt plug for easy connection.
- iii. Each bi-fold door shall be provided with 3'-0" W x 6'-0" H white steel flush entry door, 1-3/4" 24 ga. polyurethane foam core thermal broke leaf with R-12 insulation value, 16 ga. white thermal broke frame, dual seal bulb weather-stripping, and ANSU A156.2 Series 4000, Grade 2 lever lockset keyed, master keyed and three spring hinges. The spring hinges shall be UL rated, Grade 1, square steel plated with radius corners. Finish to be Satin Nickel. Include hex wrench for spring adjustment.

**f. OVERHEAD DOORS**

- i. Each overhead door shall be provided with a 12'-0" W x 14'-0" H flush steel, ribbed profiled with minimum of 2" thick polystyrene core with an R-value of 7.35.
- ii. Overhead door shall operate on a galvanized steel track with a minimum of 25,000 spring cycles. Weatherstripping shall be installed for the full width of the door.

**g. ROOF VAPOR BARRIER**

- i. Insulation to be 2-3/4" (R-8) fiber glass insulation laminated to a white Metalized Polypropylene Scrim Kraft facing. System R values under ASTM C1136.

**h. WEATHER SEALS**

- i. The sides and center of each bi-fold door shall be sealed with 2-ply rubber seals.

**i. FOOTINGS, FOUNDATION WALL, AND FLOOR SLAB**

- i. Contractor shall submit design for footing, foundation wall, and floor slab to the depth of frost. Depth shall be minimum of 4'-0".
- ii. All concrete shall achieve a 28-day compressive strength of 4,000 psi.
- iii. All subgrade material shall be compacted to 95% maximum density of the standard proctor.
- iv. Floor slab shall be minimum 6" thick reinforced placed upon granular subbase.
- v. Joints shall be sawed and sealed per Contractor's recommendation; however shall not exceed 15' x 15'.
- vi. Final 21-feet of slab in front of each row of doors shall be sloped to drain.
- vii. Floor slab and exterior apron shall be separated by an expansion joint.

**j. CIVIL SITE WORK**

- i. Contractor shall construct apron pavement to connect to existing taxilanes per the provided plans and specifications.

**k. ELECTRICAL**

- i. Electrical design shall meet all local, state, and federal codes and standards.
- ii. All permits required for electrical installation shall be obtained by the Contractor.
- iii. Contractor shall connect to existing electrical service adjacent to proposed building.
- iv. Connection shall utilize existing electrical duct bank conduit under taxiway. Contractor shall field location.
- v. Provide 200A utility service and panelboard with 120/240V single phase service.
- vi. Provide (4) 8-foot 120V LED fixtures per hangar bay affixed a minimum of 14' above finished floor with switch affixed by pedestrian door.
- vii. Provide (10) 120V LED wall pack fixtures for exterior mounting at 14' above finished floor.
- viii. Provide (3) 120V 20A duplex receptacles per hangar bay.
- ix. Provide (1) fire extinguisher per hangar bay.

**l. COLORS**

- i. Exterior Walls            Tan
- ii. Bi-Fold Doors            White
- iii. Pedestrian Doors        White
- iv. Roof                        Hunter Green
- v. Interior Walls             White
- vi. Trim                         Hunter Green

- vii. Contractor shall provide color samples to owner for review and approval.

**m. EXTERIOR FINISH**

- i. Final landscaping around the building perimeter shall include site grading, topsoil, seed, fertilizer, and geotextile fabric all meeting MnDOT specifications for construction. The project site shall be surrounded by silt fence meeting MnDOT specifications for construction.

**5. BID ALTERNATE**

a. Contractor shall provide a price deduction to the Base Bid to subtract two units and provide a 6 Unit T-Hangar.

b. Hangar Building shall meet the following minimum dimensions:

- i. Number of Units Six (6)
- ii. Building Length 157' – 6"
- iii. Building Width 60' – 0"
- iv. Clear Door Opening 44' – 6"W x 14' – 0"H
- v. Pedestrian Door Opening 3' – 0"W x 6' – 0"H

c. Alternate 1 shall include changes to civil sitework associated with the 6 Unit T-Hangar.

d. Alternate 1 shall be designed to provide the owner the option to add on to the hangar in the future.

# **APPENDIX**

## Soil Borings



**Note:**  
 These borings were taken prior to the taxilane construction. The surface areas had minor earthwork (cut & fill) performed since these borings were taken.

### SUBSURFACE BORING LOG

AET No: P-0020759 Log of Boring No. B-1 (p. 1 of 1)  
 Project: Houston County Airport; Caledonia, MN

DEPTH IN FEET	ELEV. FEET	Surface Elevation _____ MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS					
								WC	DEN	LL	PL	%-#200	
1		TOPSOIL, lean clay, trace roots, dark brown	TOPSOIL		M			30					
2		LEAN CLAY, brown (CL)	LOESS										
3													
4					M			28					
5													
6													
7													
8		SILT, gray and brown, very moist (ML)											
9					M			27					
10		END OF BORING											

AET CORP W-ELEV P-0020759 GINT.GPJ AET+CPT+WELL.GDT 3/31/23

DEPTH:	DRILLING METHOD	WATER LEVEL MEASUREMENTS							NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG
<b>0-10'</b>	<b>6" FA</b>	DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL	
		3/23/23		10'	10'	7'	--	None	
BORING COMPLETED:	3/23/23								
DR: TW	LG: TN	Rig: 70							



# SUBSURFACE BORING LOG

AET No: P-0020759 Log of Boring No. B-2 (p. 1 of 1)  
 Project: Houston County Airport; Caledonia, MN

DEPTH IN FEET	ELEV. FEET	Surface Elevation _____ MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS					
								WC	DEN	LL	PL	%-#200	
1		TOPSOIL, lean clay, trace roots, dark brown	TOPSOIL		M			28					
2		LEAN CLAY, brown (CL)	LOESS		M			25					
3													
4													
5													
6													
7		SILT, gray and brown, very moist (ML)			M			26					
8													
9													
10		END OF BORING											

AET CORP-W-ELEV P-0020759 GINT.GPJ AET+CPT+WELL.GDT 3/31/23

DEPTH: <b>0-10'</b>	DRILLING METHOD: <b>6" FA</b>	WATER LEVEL MEASUREMENTS							NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG
		DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL	
		3/23/23		10'	10'	8.3'	--	None	
BORING COMPLETED: <b>3/23/23</b>									
DR: <b>TW</b> LG: <b>TN</b> Rig: <b>70</b>									



# SUBSURFACE BORING LOG

AET No: P-0020759 Log of Boring No. B-3 (p. 1 of 1)  
 Project: Houston County Airport; Caledonia, MN

DEPTH IN FEET	ELEV. FEET	Surface Elevation _____ MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS					
								WC	DEN	LL	PL	%-#200	
1		TOPSOIL, lean clay, trace roots, dark brown	TOPSOIL		F			37					
2		LEAN CLAY, brown (CL)	LOESS										
3													
4					F			24					
5													
6													
7													
8		SILT, gray and brown, very moist (ML)											
9					M			31					
10		END OF BORING											

DEPTH:	DRILLING METHOD	WATER LEVEL MEASUREMENTS							NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG
0-10'	6" FA	DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL	
		3/23/23		10'	10'	7.6'	--	None	
BORING COMPLETED: 3/23/23									
DR: TW LG: TN Rig: 70									

AET CORP W-ELEV P-0020759 GINT.GPJ AET+CPT+WELL.GDT 3/31/23

## **Construction Safety and Phasing Plan**



Real People. Real Solutions.

# Construction Safety and Phasing Plan (CSPP) 8 Unit T-Hangar Construction Houston County Airport (CHU) October 2024

**Submitted by:**

Bolton & Menk, Inc.

7533 Sunwood Dr NW Suite 206

Ramsey, MN 55303

P: 763-433-2851



**TABLE OF CONTENTS**

**OVERVIEW .....3**

**PURPOSE .....3**

**CONSTRUCTION SAFETY AND PHASING RESPONSIBILITIES.....3**

**CONSTRUCTION SAFETY AND PHASING .....4**

**1. Coordination ..... 4**

**2. Construction Phasing ..... 4**

        a. Phase 1 ..... 4

        b. Construction Safety Drawings .....4

**3. Areas and Operations Affected by Construction Activities ..... 4**

**4. Protection of Navigational Aids (NAVAIDs) ..... 4**

        a. Instrument Landing System (ILS)..... 4

        b. Precision approach path indicators (PAPIs) ..... 5

        c. Runway end identified lights (REILs) ..... 5

**5. Contractor Access..... 5**

        a. Location of stockpiled construction materials ..... 5

        b. Vehicle and pedestrian operations ..... 5

**6. Wildlife Management ..... 6**

        a. Trash ..... 6

        b. Standing water ..... 6

        c. Tall grass and seeds ..... 6

        d. Disruption of existing wildlife habitat ..... 6

**7. Foreign Object Debris (FOD) Management..... 6**

**8. Hazardous Materials (HAZMAT) Management ..... 7**

**9. Notification of Construction Activities ..... 7**

        a. Responsible representatives/points of contact ..... 7

        b. Notices to Airmen (NOTAMs)..... 7

        c. Emergency notification procedures ..... 7

        d. Notification to the FAA..... 8

**10. Inspection Requirements ..... 8**

        a. Daily inspections..... 8

        b. Final inspection..... 8



<b>11. Underground Utilities.....</b>	<b>8</b>
<b>12. Penalties.....</b>	<b>8</b>
<b>13. Special Conditions .....</b>	<b>8</b>
<b>14. Runway and Taxiway Visual Aids .....</b>	<b>9</b>
a. General.....	9
b. Markings.....	9
c. Lighting and visual VISAIIDs .....	9
<b>15. Marking and Signs for Access Routes .....</b>	<b>9</b>
<b>16. Hazard Marking and Lighting.....</b>	<b>9</b>
<b>17. Protection of Safety Areas .....</b>	<b>10</b>
a. Runway Safety Area (RSA).....	10
b. Runway Obstacle Free Zone (ROFZ).....	10
c. Runway Object Free Area (ROFA) .....	10
d. Taxiway Safety Area (TSA) .....	10
e. Taxiway Object Free Area (TOFA).....	11
f. Runway approach/departure surfaces.....	11
<b>18. Other Limitations on Construction.....</b>	<b>11</b>
a. Prohibitions.....	11
<b>Appendix - 1 Construction Safety Phasing Plan .....</b>	<b>12</b>
<b>Appendix - 2 Inspection Checklists.....</b>	<b>13</b>
<b>Appendix - 3 Safety Plan Compliance Document (SPCD) Requirements.....</b>	<b>16</b>

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## OVERVIEW

This document presents the Construction Safety and Phasing Plan (CSPP) for the proposed 8 Unit T-Hangar Construction project at the Houston County Airport being performed under the Federal Aviation Administration (FAA) Airport Improvement Program (AIP). The County anticipates authorizing onsite work to commence on or about July 2025, pending execution and approval of the grant documents by the FAA. Final completion of the project is expected to be in December 2025, depending on weather.

The objective of this CSPP is to provide a general outline of the construction safety and phasing provisions for working in or near the Air Operations Area (AOA) contained in the bid documents (Project Plans and Specifications), and to explain how those provisions will be implemented during construction.

## PURPOSE

The Plan provides single source procedural information for all key project personnel to use during construction. The CSPP defines the specific responsibilities of the Airport Operator, the Contractor, Airport tenants, and the Project Engineer.

Requirements for maintaining operational safety during construction are in conformance with FAA Advisory Circular 150/5370-2G, "Operational Safety on Airports During Construction". The project specific Construction Operations, Safety and Phasing plan for the project is shown on the CSPP Plan Sheet and is attached to this report as *Attachment 1*.

## CONSTRUCTION SAFETY AND PHASING RESPONSIBILITIES

**Airport Operator.** The Airport Operator is responsible for operational safety on the Airport at all times. The Houston County Airport is the Airport Operator. The County will issue Notice to Airmen (NOTAMS) whenever construction activities occur in the AOA. The County will provide oversight of all construction activities and coordinate those activities with the Airport users (pilots) and Airport tenants. The County will hold bi-weekly construction progress and safety meetings. During those meetings operational safety will be reviewed and an action plan will be developed as needed to address any discrepancies in safety that need to be corrected. The County will require and approve a Safety Plan Compliance Document (SPCD) from the Contractor prior to the Notice to Proceed. The SPCD outline is attached to this report as *Attachment 3*.

**Construction Contractor.** The Contractor will be required to attend scheduled progress and safety meetings and to correct any discrepancies found in safety. The Contractor is required to submit a completed SPCD to the County for approval prior to the Notice to Proceed.

**Airport Tenants.** The County will notify Airport tenants of all pending construction activities that impact them and advise the tenants of planned pavement closures and other activities in the AOA that will affect aircraft operations.

**Project Engineer.** As part of the Project Construction Management, Inspection, and Quality Assurance process, the Project Engineer will monitor construction safety on a daily basis, utilizing the "Construction Project Daily Safety Inspection Checklist" (see *Attachment 2*) to ensure an appropriate level of priority is given to safety. Any discrepancies in safety will be immediately brought to the Contractor's and County's attention for corrective action implementation.

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## CONSTRUCTION SAFETY AND PHASING

### 1. Coordination

A preconstruction conference will be held as soon as practicable after the contract has been awarded and before issuance of the notice to proceed. The preconstruction conference participants should include, but not be limited to, the sponsor's engineer, resident engineer, airport management, testing laboratory representative, contactor and subcontractor(s), contractor's project superintendent, contractor's project clerk, airport users, utility companies, federal, state, or local agencies affected by the proposed construction, and FAA representative.

Contractor progress meetings will be held weekly for the duration of construction. Operational safety will be a standing agenda item for discussion during progress meetings throughout the project. Date, time, and location of the progress meetings will be determined at the pre-construction meeting.

Scope or schedule changes for the project may necessitate revisions to the CSPP and may require review and approval by the County and the FAA. Any proposed changes to the CSPP shall be approved by the airport and FAA prior to execution.

### 2. Construction Phasing

The project will be constructed in 1 phase. Details of the phase are listed below.

#### a. Phase 1

- Scope of Work – Civil site work, paving, hangar foundations, hangar erection
- Area closed to aircraft operations – See CSPP plan sheet for periodic closures of different working areas.
- Duration – July - December 2025
- Taxi route – No impact
- Emergency vehicle access routes – No impact
- Construction staging area – See CSPP plan sheet
- Construction access and haul route – See CSPP plan sheet
- Impacts to NAVAIDs – N/A
- Lighting and marking changes – N/A
- Required hazard marking and lighting – Low profile barricades
- Lead times for required notification – 72 hours

#### b. Construction Safety Drawings

One drawing specifically indicating construction operations and safety has been developed for the schedule and phase. This drawing has been included in *Attachment 1* and can also be found in the contract drawing bid package.

### 3. Areas and Operations Affected by Construction Activities

Refer to the CSPP plan sheet for periodic closures of different working areas.

### 4. Protection of Navigational Aids (NAVAIDs)

#### a. Instrument Landing System (ILS)

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N/A

- b. Precision approach path indicators (PAPIs)

N/A

- c. Runway end identified lights (REILs)

N/A

## 5. Contractor Access

- a. Location of stockpiled construction materials

Location of stockpiled materials and equipment storage must be in the staging area or as approved by the County. If the contractor chooses to locate stockpiles outside of the staging area, these locations will have to receive an airspace determination (7460) and the CSPP will need to be revised, resubmitted and approved.

Stockpiling materials and equipment outside the staging areas must receive prior approval from the County and will be subjected to restrictions described in this paragraph. Stockpiled materials and equipment storage are not permitted within the RSA, ROFZ, or the ROFA of an operational runway. See Section 17 – Protection of Runway and Taxiway Safety Areas for requirements of stockpiled materials inside the ROFA.

Stockpiles must be restricted to a maximum height of 15-feet.

- b. Vehicle and pedestrian operations

- i. Construction site parking

Employees' vehicles must be parked in the staging area designated on the plans or in the airport parking lot in spots approved by the airport manager. No employee vehicles will be allowed into the worksite beyond the staging area limits.

- ii. Construction equipment parking

Contractor employees must park/service all construction vehicles in an area designated by the airport operator outside the OFZ and never in the safety area of an active runway or taxiway. Employees must park construction vehicles outside the OFA when not in use by construction personnel (overnight, on weekends, or during other periods when construction is not active).

- iii. Access and haul roads

The contractor will be restricted to use the haul route(s) shown on the drawings. Right-of-way must be given to all emergency vehicles. See paragraphs (v.) and (vii.) in this section for requirements operating within the airfield environment.

- iv. Marking and lighting of vehicles

Only marked Contractor-owned or operated vehicles required for the proper execution of the work will be allowed in the work area. All vehicles and equipment must have an omni-directional amber flashing light and/or 3-foot by 3-foot flag having a checkered pattern of international orange and white squares at least one foot on each side. All vehicles and equipment must be equipped with an omni-directional amber flashing light for all airfield activities between sunset and sunrise or when visibility is low. Vehicles within the airfield environment must display

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company identification markings on both sides of the vehicle. Non-motorized equipment must have a reflective device displayed on the front, back and sides. All supervisory and survey personnel vehicles which operate within the airfield environment but outside the work area must have a company vehicle with an amber flashing light mounted on the roof of the cab and identifying markings, visible from 300 feet, mounted on both sides of the vehicle. FAA Advisory Circular (A.C.) 150/5210-5D, "Painting, Marking, and Lighting of Vehicles Used on an Airport" shall be referenced for requirements.

v. Required escorts

Escorts will not be required on this project.

vi. Situational awareness

While driving or working on the airfield environment, there must be no devices in or on ears other than those used to protect hearing or communicate company business. Yield right-of-way to emergency vehicles. In the event of an emergency, be prepared to move workers, vehicles, and equipment immediately at the direction of the County.

vii. Two-way radio communication procedures

All activities within aircraft movement areas will require two-way radio communication. In the event the contractor needs to access a movement area, all radio communications will be performed by the County using the Common Traffic Advisory Frequency (CTAF). Frequency that will be used by County personnel is:

CTAF – 122.9 MHz

**6. Wildlife Management**

a. Trash

Receptacles must be provided by the contractor and equipped with metal, canvas, or plastic covers. Food scraps or other trash may not be disposed on the ground and must be collected and placed in the covered receptacles as to not attract wildlife.

b. Standing water

Staging areas, stockpile areas, and the work area must be graded to drain to avoid attracting wildlife

c. Tall grass and seeds

The use of low quality seed mixtures that contain seeds of plants (such as clover) will attract wildlife and must not be used. Grass and weeds must be managed, or cut if necessary, within work areas to avoid attracting wildlife.

d. Disruption of existing wildlife habitat

Contractor personnel should immediately notify the airport operator of wildlife sighting.

**7. Foreign Object Debris (FOD) Management**

The contractor will be required to ensure the airfield environment is kept continuously free of construction debris, equipment and/or materials that might endanger or be ingested by an

aircraft. Take extreme care to ensure no work-related debris or other loose items are allowed to be blown by wind or aircraft engine blast. The Contractor must be responsible for any resulting damage to aircraft engines and/or other property arising from failure to secure and/or protect debris, tools, supplies, or other loose items. In areas that may result in the tracking of soil, sediments, or hazardous materials on the wheels of hauling equipment outside the area that are enclosed by erosion and silt/sediment control devices, the Contractor must provide the means and methods to remove these materials prior to the vehicle exiting the controlled area. Equipment operated on haul routes over existing pavements must be kept free of material spillage and foreign matter at all times. Standby equipment is required to be onsite and operational at all times throughout the project and must include, at a minimum, a self-propelled regenerative air sweeper and a water truck kept loaded at all times.

**8. Hazardous Materials (HAZMAT) Management**

HAZMAT procedures will be developed by the Contractor prior to issuance of the Notice-to-Proceed (NTP), including, but not limited to:

- a. Fuel Storage Locations
- b. Locations for Fueling and/or Servicing of Equipment
- c. Spill Procedures
- d. MSDS

For additional information and requirements on airports, reference FAA A.C. 150/5320-15, "Management of Airport Industrial Waste".

**9. Notification of Construction Activities**

- a. Responsible representatives/points of contact

Points of Contact			
Name	Representing	Office	Cell
Brian Pogodzinski	Houston County Dept of Transportation	507-725-3925	-
Silas Parmar	Bolton & Menk	-	612-987-0138

- b. Notices to Airmen (NOTAMS)

Only the County may initiate or cancel a NOTAM on airport conditions and is the only entity that can close or open a runway. Points of contact for issuing NOTAMS are as follows:  
Main Contact – Brian Pogodzinski, 507-825-3925.

- c. Emergency notification procedures

- Emergency – DIAL 911
- City of Caledonia – (507) 725-3450
- CTAF radio emergency – 122.9 MHz
- Houston County Sheriff’s Office – (507) 725-3379
- Caledonia Police Department – (507) 725-3889
- Caledonia Fire Department – (507) 725-3655
- Hospital – Mayo Clinic Health System – Caledonia – (608) 392-5000
- Minnesota Poison Control – 800-222-1222

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d. Notification to the FAA

i. Part 77

The project will affect navigable airspace. Therefore, the County will file an FAA 7460-1, Notice of Proposed Construction or Alteration, for the project. Any equipment, (cranes, graders, other equipment) used by the contractor that exceed the 25' height limitation must also have a 7460-1 airspace evaluation and determination prior to use.

**10. Inspection Requirements**

a. Daily inspections

Inspections shall be conducted by the Contractor at least daily, but more frequently if necessary, to ensure conformance with the CSPP. The County will have the final authority in determining if the area is suitable for aircraft use. *Attachment 2* contains a safety inspection checklist that may be used by the Contractor or County. Any deficiencies, whether caused by negligence, oversight, or project scope change, are to be addressed immediately.

b. Final inspection

An inspection must be conducted by the County prior to the commissioning of any newly constructed areas open to air traffic. The County will have the final authority in determining if the area is suitable for aircraft use. *Attachment 2* contains a safety inspection checklist that may be used by the Contractor or County.

**11. Underground Utilities**

Notify Gopher State One Call and owners of underground utilities within the construction area or within affected public rights-of-way or easements, via the "one-call" notification system (1-800-252-1166) in advance of the commencement of excavation activities. Notify the County when the "one-call" request is being initiated. Contractor must not cross electrical or communication cables unless protected by approved means. In the event of interruption to field-located utility services as a result of the work, promptly notify the County first, and then the proper authority. Cooperate with said authority in restoring service as promptly as possible. If required, the Contractor must install suitable temporary service until permanent repair is completed. Refer to General Provisions, Section 70.

**12. Penalties**

The Contractor is responsible for compliance with the CSPP as detailed herein. Violations will be cause for the project to be stopped and project safety procedures evaluated. Contractor working days will continue to be charged, even if the County ceases construction operations. The County will decide if and when work will continue. Enforcement of these regulations will be by the County. Refer to General Provision Section 80-06, Temporary Suspension of the Work, for further details. Failure to comply with the CSPP is a failure on the part of the contractor to carry out orders given or perform any provisions of the contract.

**13. Special Conditions**

An aircraft in distress may require the Contractor to immediately move equipment. The County will notify the Contractor in the unlikely event of an aircraft in distress. The Contractor will be required to comply with all County and/or Air Traffic instructions, and all equipment directed to be moved shall be relocated to the Staging Area.

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Various circumstances, such as an aircraft accident, security breach, or other unforeseen event may require suspension of the construction. The County will notify the Contractor when suspension of the work will be required. See Section 9 – Notification of Construction Activities for emergency contact information.

A VPD (vehicle / pedestrian deviation) is any entry or movement on the movement area by a vehicle or pedestrian that has not been authorized by the County. In the event of a VPD, the County reserves the right to suspend the work or any portion thereof and continue suspension until the completion of any investigation or evaluation by the County and full compliance with any corrective measures which the County may reasonably require. In addition, the County may require the Contractor to provide to the County a written plan, satisfactory to the County, to demonstrate the Contractor's ability to prevent future violations. See Section 5 – Contractor Access for vehicle and pedestrian operations and two-way radio communication requirements.

#### **14. Runway and Taxiway Visual Aids**

##### **a. General**

Airfield will remain open for the duration of the project

##### **b. Markings**

###### **(i) Temporarily Closed Runway**

Temporarily closed runways are identified on the Construction Operations & Safety Plan and identified in Section 2 – Construction Phasing. Temporarily closed runway at runway/taxiway intersections must have low-profile barricades placed outside the ROFZ.

###### **(ii) Temporary Closed Taxiway**

Temporarily closed taxiways are identified on the Construction Operations & Safety Plan and identified in Section 2 – Construction Phasing. Temporarily closed taxiways at runway/taxiway intersections must have low-profile barricades placed outside the ROFZ and the small X located 10 feet from the runway edge per Figure 2-4 in FAA A.C. 150/5370-2G.

##### **c. Lighting and visual VISAIDs**

N/A

#### **15. Marking and Signs for Access Routes**

The Contractor must place traffic control signs and/or devices, as appropriate and as shown on the CSPP, to advise other road users of construction operations and hauling. Signs and/or devices must conform with the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), 2009 edition. Signs adjacent to areas used by aircraft must comply with the frangibility requirements of AC 150/5220-23.

#### **16. Hazard Marking and Lighting**

Before starting work, the contractor must provide and have available all signs, barricades, and lights necessary for protection of the work. Install and maintain adequate warning signs and lighted barricades to protect property and personnel in the work area. Barricades must be weighted or anchored to prevent overturning from wind or aircraft engine blast.

Barricades are not permitted in any active safety area. Barricades located within a runway or

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taxiway object free area and/or on aprons must be as low as possible to the ground, and no more than 18 inches high, exclusive of supplementary lights. Barricaded must be spaced according to the function. For aircraft movement areas barricades must be placed at 10' on center. For vehicle movement areas barricades must be placed at 4' on center. For personnel movement area barricades must be placed with 0' spacing.

The Contractor must have a person on call 24 hours a day for emergency maintenance of airport hazard lighting and barricades. The contractor must file the contact person's information as information included in their SPCD. Lighting must be checked for proper operation at least once per day, preferably at dusk.

Open trenches, excavations, or obstructions not being actively worked must be marked with lighted and weighted barricades which can be seen from a reasonable distance. Contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the County, and light them with red lights during hours of restricted visibility or darkness.

## 17. Protection of Safety Areas

### a. Runway Safety Area (RSA)

No construction may occur within the existing RSA while the runway is open for aircraft operations. Open trenches or excavations are not permitted within the RSA while the runway is open. If possible, backfill trenches before the runway is opened.

Soil erosion must be controlled to maintain RSA standards, that is, the RSA must be cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations, and capable, under dry conditions, of supporting the occasional passage of aircraft without causing structural damage to the aircraft.

Grading tolerances inside the safety area must be 5% maximum grade with no humps/depressions/drop-offs greater than 3-inches. The RSA is depicted on the Construction Operations, Safety, and Phasing plan contained in *attachment 1*. The dimension for the Runway 13/31 RSA is 60-FT each side of centerline and 240-FT beyond each runway end.

### b. Runway Obstacle Free Zone (ROFZ)

Personnel, material, and/or equipment may not penetrate the OFZ while the runway is open to aircraft operations. The runway OFZ is depicted on the Construction Operations, Safety, and Phasing plan contained in *Attachment 1*. The dimension for Runway 13/31 OFZ is 125-FT each side of centerline and 240-FT beyond each runway end.

### c. Runway Object Free Area (ROFA)

Construction, including excavations, may be permitted within the ROFA. However, equipment must be removed from the ROFA when not in use and material shall not be stockpiled in the ROFA. The dimension for the Runway 13/31 ROFA is 125-FT each side of centerline and 240-FT beyond each runway end.

### d. Taxiway Safety Area (TSA)

No construction may occur in the TSA while the taxiway is open to aircraft operations. For this project, the TSA will be 39.5-FT each side of centerline. Open trenches or excavations are not permitted within the TSA while the taxiway is open. Backfill trenches before the

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taxiway is opened.

Soil erosion must be controlled to maintain TSA standards, that is, the TSA must be cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations, and capable, under dry conditions, of supporting the occasional passage of aircraft without causing structural damage to the aircraft.

e. Taxiway Object Free Area (TOFA)

No construction will be allowed within the taxiway object free area while the taxiway is open to aircraft operations. For this project, the TOFA will be 44.5-FT each side of centerline for all taxiways.

f. Runway approach/departure surfaces

All personnel, material, and/or equipment must remain clear of approach/departure surfaces.

**18. Other Limitations on Construction**

a. Prohibitions

- Open flame welding or torches are prohibited unless fire safety precautions are provided and the airport has approved their use.
- The use of flare pots are prohibited within the Airport Operations Area (AOA).
- No smoking will be allowed within the airfield environment.

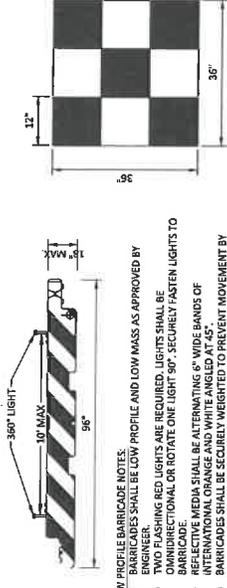
## APPENDIX - 1

### CONSTRUCTION SAFETY PHASING PLAN

**SAFETY AND CONSTRUCTION NOTES**  
(SEE CONSTRUCTION SAFETY AND PHASING PLAN IN SPECIFICATIONS FOR ADDITIONAL DETAIL)

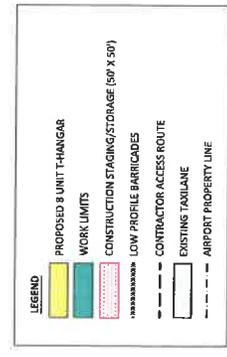
- AIRCRAFT OPERATIONS AREA**
- RUNWAY 13R11 SHALL REMAIN OPEN AND OPERATIONAL FOR THE DURATION OF THE PROJECT.
  - AIRPORT SHALL ISSUE ALL NOTAMS
- CONSTRUCTION EQUIPMENT:**
- ALL CONSTRUCTION EQUIPMENT MUST BE MARKED WITH A 3-FEET X 3-FEET ORANGE AND WHITE CHECKERED FLAG.
  - ALL CONSTRUCTION EQUIPMENT MUST BE MARKED WITH A 3-FEET X 3-FEET ORANGE AND WHITE CHECKERED FLAG.
  - CONTRACTOR MUST OBTAIN APPROVAL FROM THE ENGINEER FOR ANY EQUIPMENT WHICH EXCEEDS A HEIGHT OF 20-FEET.
- SWEEPING AND CLEANING:**
- CONTRACTOR SHALL HAVE A SWEEPER ON-SITE AT ALL TIMES TO PICKUP DEBRIS FROM ACTIVE PAVEMENT AREA AS IT OCCURS.
- HAUL ROUTES:**
- HAUL ROUTES AND ACCESS TO THE CONSTRUCTION SITE ARE DERIVED ON THIS SHEET.
  - CONTRACTOR SHALL MAINTAIN A MINIMUM CLEARANCE OF 10-FEET FROM AIR TRAFFIC.
  - CONTRACTOR MUST OBTAIN RADIO CLEARANCE PRIOR TO PROCEEDING.
  - THE AIRPORT FREQUENCY IS 122.90 MHz.
- STAGING AREA:**
- STAGING AREA SHALL BE RESTORED TO ORIGINAL CONDITION AT CONTRACTOR'S EXPENSE AFTER PROJECT IS COMPLETED.
  - EXACT LOCATION TO BE DETERMINED BY ENGINEER.

- CONSTRUCTION NOTES:**
- WORK ELEMENTS:**
- T-HANGAR CONSTRUCTION
  - HANGAR APRON CONSTRUCTION
- ACTIVE AREAS AFFECTED:**
- EXISTING TAXILANES ADJACENT TO NEW CONSTRUCTION
- DURATION:**
- CONSTRUCTION SHALL BE COMPLETED BY DECEMBER 1, 2025.

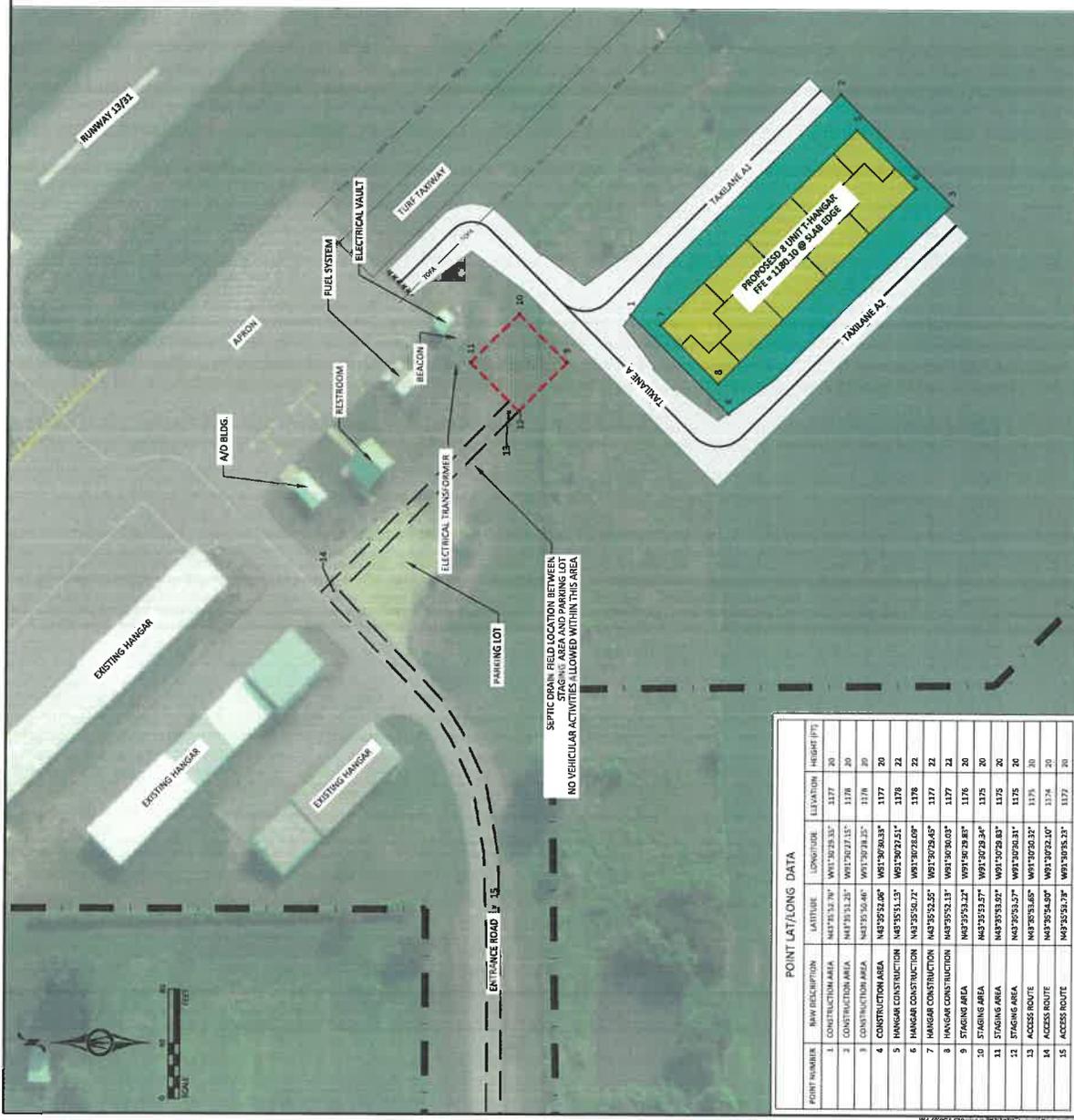


- LOW PROFILE BARRICADE NOTES:**
- 1) BARRICADES SHALL BE LOW PROFILE AND LOW MASS AS APPROVED BY ENGINEER.
  - 2) TWO FLASHING RED LIGHTS ARE REQUIRED. LIGHTS SHALL BE ADDITIONAL OR ROTATE ONE LIGHT 90° SECURELY FASTEN LIGHTS TO BARRICADE.
  - 3) REFLECTIVE MEDIA SHALL BE ALTERNATING 6" WIDE BANDS OF INTERNATIONAL ORANGE AND WHITE ANGGLED AT 45°.
  - 4) BANDS SHALL BE SECURELY WEIGHTED TO PREVENT MOVEMENT BY WIND OR COLLISION.
  - 5) SPACE BARRICADES 4' APART OR LESS AND EXTEND ACROSS PAVEMENT, EDGE TO EDGE.
  - 6) CONTRACTOR SHALL INSPECT BARRICADES TWICE DAILY - BEFORE AND AFTER EACH WORK SHIFT. ALL BARRICADES SHALL BE AT THE END OF DAY.
  - 7) DISTANCE BETWEEN LIGHTS SHALL NOT EXCEED 10'.

1 NOT TO SCALE



2 VEHICLE WARNING FLAG NOT TO SCALE



POINT NUMBER	BRIEF DESCRIPTION	LATITUDE	LONGITUDE	ELEVATION	HEIGHT (FT)
1	CONSTRUCTION AREA	N43°13'13.70"	W01°30'29.33"	1177	20
2	CONSTRUCTION AREA	N43°13'13.23"	W01°30'27.15"	1178	20
3	CONSTRUCTION AREA	N43°13'10.46"	W01°30'28.12"	1178	20
4	CONSTRUCTION AREA	N43°13'12.06"	W01°30'28.34"	1177	20
5	HANGAR CONSTRUCTION	N43°13'13.13"	W01°30'29.51"	1178	22
6	HANGAR CONSTRUCTION	N43°13'10.72"	W01°30'29.09"	1178	22
7	HANGAR CONSTRUCTION	N43°13'12.55"	W01°30'29.65"	1177	22
8	HANGAR CONSTRUCTION	N43°13'12.13"	W01°30'30.03"	1177	22
9	STAGING AREA	N43°13'13.57"	W01°30'28.85"	1176	20
10	STAGING AREA	N43°13'13.97"	W01°30'28.34"	1175	20
11	STAGING AREA	N43°13'13.01"	W01°30'29.87"	1175	20
12	STAGING AREA	N43°13'13.27"	W01°30'28.31"	1175	20
13	ACCESS ROUTE	N43°13'13.65"	W01°30'29.13"	1175	20
14	ACCESS ROUTE	N43°13'14.09"	W01°30'29.10"	1174	20
15	ACCESS ROUTE	N43°13'13.73"	W01°30'28.23"	1177	20

**BOLTON & MENK**  
2700 43RD STREET NW, SUITE 100  
ROCKEFELLER, MN 55901  
EMAIL: KCC@BOLTON-MENK.COM  
WWW.BOLTON-MENK.COM

DATE: 01/28/2025  
SHEET: G2.01  
PROJECT: HOUSTON COUNTY AIRPORT (CHU)  
CONSTRUCTION SAFETY & PHASING PLAN



Real People. Real Solutions.

## APPENDIX - 2

### INSPECTION CHECKLISTS

## Construction Project Daily Safety Inspection Checklist

The situations identified below are potentially hazardous conditions that may occur during airport construction projects. Safety area encroachments, unauthorized and improper ground vehicle operations, and unmarked or uncovered holes and trenches near aircraft operating surfaces pose the most prevalent threats to airport operational safety during airport construction projects. The list below is one tool that the airport operator or contractor may use to aid in identifying and correcting potentially hazardous conditions. It should be customized as appropriate for each project

### Potentially Hazardous Conditions

ITEM	ACTION REQUIRED	NONE
Excavation adjacent to runways, taxiways, and aprons improperly backfilled.		<input type="checkbox"/>
Mounds of earth, construction materials, temporary structures, and other obstacles near any open runway, taxiway, or taxi lane; in the related Object Free area and aircraft approach or departure areas/zones; or obstructing any sign or marking.		<input type="checkbox"/>
Runway resurfacing projects resulting in lips exceeding 3 in (7.6 cm) from pavement edges and ends.		<input type="checkbox"/>
Heavy equipment (stationary or mobile) operating or idle near AOA, in runway approaches and departures areas, or in OFZ.		<input type="checkbox"/>
Equipment or material near NAVAIDs that may degrade or impair radiated signals and/or the monitoring of navigation and visual aids. Unauthorized or improper vehicle operations in localizer or glide slope critical areas, resulting in electronic interference and/or facility shutdown.		<input type="checkbox"/>
Tall and especially relatively low visibility units (that is, equipment with slim profiles) — cranes, drills, and similar objects — located in critical areas, such as OFZ and approach zones.		<input type="checkbox"/>
Improperly positioned or malfunctioning lights or unlighted airport hazards, such as holes or excavations, on any apron, open taxiway, or open taxi lane or in a related safety, approach, or departure area.		<input type="checkbox"/>
Obstacles, loose pavement, trash, and other debris on or near AOA. Construction debris (gravel, sand, mud, paving materials) on airport pavements may result in aircraft propeller, turbine engine, or tire damage. Also, loose materials may blow about, potentially causing personal injury or equipment damage.		<input type="checkbox"/>
Inappropriate or poorly maintained fencing during construction intended to deter human and animal intrusions into the AOA. Fencing and other markings that are inadequate to separate construction areas from open AOA create aviation hazards.		<input type="checkbox"/>
Improper or inadequate marking or lighting of runways (especially thresholds that have been displaced or runways that have been closed) and taxiways that could cause pilot confusion and provide a potential for a runway incursion. Inadequate or improper methods of marking, barricading, and lighting of temporarily closed portions of AOA create aviation hazards.		<input type="checkbox"/>
Wildlife attractants — such as trash (food scraps not collected from construction personnel activity), grass seeds, tall grass, or standing water — on or near airports.		<input type="checkbox"/>

Obliterated or faded temporary markings on active operational areas.		<input type="checkbox"/>
Misleading or malfunctioning obstruction lights. Unlighted or unmarked obstructions in the approach to any open runway pose aviation hazards.		<input type="checkbox"/>
Failure to issue, update, or cancel NOTAMs about airport or runway closures or other construction related airport conditions.		<input type="checkbox"/>
Failure to mark and identify utilities or power cables. Damage to utilities and power cables during construction activity can result in the loss of runway / taxiway lighting; loss of navigation, visual, or approach aids; disruption of weather reporting services; and/or loss of communications.		<input type="checkbox"/>
Restrictions on ARFF access from fire stations to the runway / taxiway system or airport buildings.		<input type="checkbox"/>
Lack of radio communications with construction vehicles in airport movement areas.		<input type="checkbox"/>
Objects, regardless of whether they are marked or flagged, or activities anywhere on or near an airport that could be distracting, confusing, or alarming to pilots during aircraft operations.		<input type="checkbox"/>
Water, snow, dirt, debris, or other contaminants that temporarily obscure or derogate the visibility of runway/taxiway marking, lighting, and pavement edges. Any condition or factor that obscures or diminishes the visibility of areas under construction.		<input type="checkbox"/>
Spillage from vehicles (gasoline, diesel fuel, oil) on active pavement areas, such as runways, taxiways, aprons, and airport roadways.		<input type="checkbox"/>
Failure to maintain drainage system integrity during construction (for example, no temporary drainage provided when working on a drainage system).		<input type="checkbox"/>
Failure to provide for proper electrical lockout and tagging procedures. At larger airports with multiple maintenance shifts/workers, construction contractors should make provisions for coordinating work on circuits.		<input type="checkbox"/>
Failure to control dust. Consider limiting the amount of area from which the contractor is allowed to strip turf.		<input type="checkbox"/>
Exposed wiring that creates an electrocution or fire ignition hazard. Identify and secure wiring, and place it in conduit or bury it.		<input type="checkbox"/>
Site burning, which can cause possible obscuration.		<input type="checkbox"/>
Construction work taking place outside of designated work areas and out of phase.		<input type="checkbox"/>

## APPENDIX - 3

### SAFETY PLAN COMPLIANCE DOCUMENT (SPCD)

#### REQUIREMENTS

## Safety Plan Compliance Document

The Safety Plan Compliance Document (SPCD) should include a general statement by the construction contractor that he/she has read and will abide by the CSPP. In addition, the SPCD must include all supplemental information that could not be included in the CSPP prior to the contract award. The contractor statement should include the name of the contractor, the title of the project CSPP, the approval date of the CSPP, and a reference to any supplemental information (that is, "I, Name of Contractor, have read the Title of Project CSPP, approved on Date, and will abide by it as written and with the following additions as noted:"). The supplemental information in the SPCD should be written to match the format of the CSPP indicating each subject by corresponding CSPP subject number and title. If no supplemental information is necessary for any specific subject, the statement, "No supplemental information," should be written after the corresponding subject title. The SPCD should not duplicate information in the CSPP:

- (1) **Coordination.** Discuss details of proposed safety meetings with the airport operator and with contractor employees and subcontractors.
- (2) **Phasing.** Discuss proposed construction schedule elements, including:
  - (a) Duration of each phase.
  - (b) Daily start and finish of construction, including "night only" construction.
  - (c) Duration of construction activities during:
    - (i) Normal runway operations.
    - (ii) Closed runway operations.
    - (iii) Modified runway "Aircraft Reference Code" usage.
- (3) **Areas and operations affected by the construction activity.** These areas and operations should be identified in the CSPP and should not require an entry in the SPCD.
- (4) **Protection of NAVAIDs.** Discuss specific methods proposed to protect operating NAVAIDs.
- (5) **Contractor access.** Provide the following:
  - (a) Details on how the contractor will maintain the integrity of the airport security fence (gate guards, daily log of construction personnel, and other).
  - (b) Listing of individuals requiring driver training (for certificated airports and as requested).
  - (c) Radio communications.
    - (i) Types of radios and backup capabilities.
    - (ii) Who will be monitoring radios.
    - (iii) Whom to contact if the ATCT cannot reach the contractor's designated person by radio.
  - (d) Details on how the contractor will escort material delivery vehicles.
- (6) **Wildlife management.** Discuss the following:
  - (a) Methods and procedures to prevent wildlife attraction.
  - (b) Wildlife reporting procedures.
- (7) **Foreign Object Debris (FOD) management.** Discuss equipment and methods for control of FOD, including construction debris and dust.
- (8) **Hazardous material (HAZMAT) management.** Discuss equipment and methods for responding to hazardous spills.
- (9) **Notification of construction activities.** Provide the following:

- (a) Contractor points of contact.
  - (b) Contractor emergency contact.
  - (c) Listing of tall or other requested equipment proposed for use on the airport and the timeframe for submitting 7460-1 forms not previously submitted by the airport operator.
  - (d) Batch plant details, including 7460-1 submittal.
- (10) **Inspection requirements.** Discuss daily (or more frequent) inspections and special inspection procedures.
- (11) **Underground utilities.** Discuss proposed methods of identifying and protecting underground utilities.
- (12) **Penalties.** Penalties should be identified in the CSPP and should not require an entry in the SPCD.
- (13) **Special conditions.** Discuss proposed actions for each special condition identified in the CSPP.
- (14) **Runway and taxiway visual aids.** Including marking, lighting, signs, and visual NAVAIDs. Discuss proposed visual aids including the following:
- (a) Equipment and methods for covering signage and airfield lights.
  - (b) Equipment and methods for temporary closure markings (paint, fabric, other).
  - (c) Types of temporary Visual Guidance Slope Indicators (VGSI).
- (15) **Marking and signs for access routes.** Discuss proposed methods of demarcating access routes for vehicle drivers.
- (16) **Hazard marking and lighting.** Discuss proposed equipment and methods for identifying excavation areas.
- (17) **Protection of runway and taxiway safety areas.** Including object free areas, obstacle free zones, and approach/departure surfaces. Discuss proposed methods of identifying, demarcating, and protecting airport surfaces including:
- (a) Equipment and methods for maintaining Taxiway Safety Area standards.
  - (b) Equipment and methods for separation of construction operations from aircraft operations, including details of barricades.
- (18) **Other limitations on construction** should be identified in the CSPP and should not require an entry in the SPCD.

## **Federal Leadership of Reducing Text Messaging While Driving**

## Presidential Documents

### Executive Order 13513 of October 1, 2009

### Federal Leadership On Reducing Text Messaging While Driving

By the authority vested in me as President by the Constitution and the laws of the United States of America, including section 7902(c) of title 5, United States Code, and the Federal Property and Administrative Services Act of 1949, as amended, 40 U.S.C. 101 *et seq.*, and in order to demonstrate Federal leadership in improving safety on our roads and highways and to enhance the efficiency of Federal contracting, it is hereby ordered as follows:

**Section 1. Policy.** With nearly 3 million civilian employees, the Federal Government can and should demonstrate leadership in reducing the dangers of text messaging while driving. Recent deadly crashes involving drivers distracted by text messaging while behind the wheel highlight a growing danger on our roads. Text messaging causes drivers to take their eyes off the road and at least one hand off the steering wheel, endangering both themselves and others. Every day, Federal employees drive Government-owned, Government-leased, or Government-rented vehicles (collectively, GOV) or privately-owned vehicles (POV) on official Government business, and some Federal employees use Government-supplied electronic devices to text or e-mail while driving. A Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment will help save lives, reduce injuries, and set an example for State and local governments, private employers, and individual drivers. Extending this policy to cover Federal contractors is designed to promote economy and efficiency in Federal procurement. Federal contractors and contractor employees who refrain from the unsafe practice of text messaging while driving in connection with Government business are less likely to experience disruptions to their operations that would adversely impact Federal procurement.

**Sec. 2. Text Messaging While Driving by Federal Employees.** Federal employees shall not engage in text messaging (a) when driving GOV, or when driving POV while on official Government business, or (b) when using electronic equipment supplied by the Government while driving.

**Sec. 3. Scope of Order.** (a) All agencies of the executive branch are directed to take appropriate action within the scope of their existing programs to further the policies of this order and to implement section 2 of this order. This includes, but is not limited to, considering new rules and programs, and reevaluating existing programs to prohibit text messaging while driving, and conducting education, awareness, and other outreach for Federal employees about the safety risks associated with texting while driving. These initiatives should encourage voluntary compliance with the agency's text messaging policy while off duty.

(b) Within 90 days of the date of this order, each agency is directed, consistent with all applicable laws and regulations: (i) to take appropriate measures to implement this order, (ii) to adopt measures to ensure compliance with section 2 of this order, including through appropriate disciplinary actions, and (iii) to notify the Secretary of Transportation of the measures it undertakes hereunder.

(c) Agency heads may exempt from the requirements of this order, in whole or in part, certain employees, devices, or vehicles in their respective

agencies that are engaged in or used for protective, law enforcement, or national security responsibilities or on the basis of other emergency conditions.

**Sec. 4. *Text Messaging While Driving by Government Contractors, Subcontractors, and Recipients and Subrecipients.*** Each Federal agency, in procurement contracts, grants, and cooperative agreements, and other grants to the extent authorized by applicable statutory authority, entered into after the date of this order, shall encourage contractors, subcontractors, and recipients and subrecipients to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government. Agencies should also encourage Federal contractors, subcontractors, and grant recipients and subrecipients as described in this section to conduct initiatives of the type described in section 3(a) of this order.

**Sec. 5. *Coordination.*** The Secretary of Transportation, in consultation with the Administrator of General Services and the Director of the Office of Personnel Management, shall provide leadership and guidance to the heads of executive branch agencies to assist them with any action pursuant to this order.

**Sec. 6. *Definitions.***

(a) The term "agency" as used in this order means an executive agency, as defined in 5 U.S.C. 105, except for the Government Accountability Office.

(b) "Texting" or "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

(c) "Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light or stop sign, or otherwise. It does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

**Sec. 7. *General Provisions.*** (a) Nothing in this order shall be construed to impair or otherwise affect or alter:

(i) Authority granted by law or Executive Order to an agency, or the head thereof;

(ii) Powers and duties of the heads of the various departments and agencies pursuant to the Highway Safety Act of 1966, as amended, 23 U.S.C. 402 and 403, section 19 of the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. 668, sections 7901 and 7902 of title 5, United States Code, or the Federal Property and Administrative Services Act of 1949, as amended, 40 U.S.C. 101 *et seq.*;

(iii) Rights, duties, or procedures under the National Labor Relations Act, 29 U.S.C. 151 *et seq.*; or

(iv) Functions of the Director of the Office of Management and Budget relating to budgetary, administrative, or legislative proposals.

(b) This order shall be implemented consistent with applicable law and subject to the availability of appropriations.

(c) This order is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity, by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

A handwritten signature in black ink, appearing to be Barack Obama's signature, consisting of a large 'B' followed by a circle and a horizontal line.

THE WHITE HOUSE,  
*October 1, 2009.*

[FR Doc. E9-24208  
Filed 10-5-09; 8:45 am]  
Billing code 3195-W9-P

**EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

8 Unit T-Hangar Construction

Houston County Airport (CHU)

FAA AIG No. 3-27-0016-014-2025 & AIP 015-2025

SP No. A2801-38 & 39

Caledonia, MN

**S-1**            **EQUAL EMPLOYMENT OPPORTUNITY**  
**REVISED 10/14/22**

*Use on all Projects.*

**SP2020-11.1**

The Equal Employment Opportunity (EEO) Special Provisions contain the EEO rules and regulations for federal and/or state funded highway construction Projects in Minnesota.

The source of funding determines which EEO regulations and workforce participation goals apply to a specific Project:

- If the Project contains any federal funding, and has a total dollar value exceeding \$10,000, federal EEO regulations and workforce participation goals apply. The Minnesota Department of Transportation's Office of Civil Rights (MnDOT's Office of Civil Rights) monitors and reviews these Projects on behalf of the Federal Highway Administration (FHWA), under federal law (23 U.S.C. § 140) and its accompanying rules (23 C.F.R. § 230). The FHWA allows MnDOT's Office of Civil Rights to apply the state's workforce participation goals to federally funded construction Contracts.
- If the Project contains any state funding, and has a total dollar value exceeding \$100,000, state EEO regulations and workforce participation goals apply. MnDOT's Office of Civil Rights monitors and reviews these Projects in conjunction with the Minnesota Department of Human Rights under state law (Minn. Stat. § 363A.36) and its accompanying rules (Minn. R. 5000.3520 - .3530).
- If the Project contains any state and federal funding, and meets the total dollar value thresholds outlined above, both federal and state EEO regulations, and workforce participation goals apply. MnDOT's Office of Civil Rights monitors and reviews these Projects via a single review and monitoring process that meets federal and state requirements.

**NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY**

**23 U.S.C. § 140, 23 C.F.R. § 230, 41 C.F.R. § 60, Minn. Stat. § 363A.36, Minn. R. 5000.3520 - .3530**

A. The Contractor's attention is directed to the following:

1. Required Contract Provisions: Federal-Aid Construction Contracts Attachment (FHWA 1273) can be found here: [https://edocs-public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=19624648](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=19624648)
2. Equal Employment Opportunity (EEO) State and Federal Laws, Policies and Rules Attachment: Minnesota Affirmative Action Requirements (Pages 1-2); Violence-Free and Respectful Workplace (Pages 3-7); Specific Federal Equal Employment Opportunity Responsibilities (Pages 8-11); Standard Federal and State Equal Employment Construction Contract Specifications (Pages 12-15); Equal Opportunity Clause (Pages 16-17) can be found here: [https://edocs-public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=19624471](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=19624471)

B. The Contractor's compliance with 41 C.F.R. § 60-4, and Minn. Stat. § 363A.36 and its accompanying rules shall be based on the following: implementation of the Equal Opportunity Clause (Pages 16-17); adherence to the specific affirmative action obligations of the state and federal authorities outlined in these EEO Special Provisions and the Equal Employment Opportunity (EEO) State and Federal Laws, Policies and Rules Attachment; and good faith efforts to meet the applicable workforce participation goals detailed below.

C. Highway construction Contracts in excess of \$100,000 in state funds and/or \$10,000 in federal funds are subject to the workforce participation goals for minorities and women established by the Commissioner of the Minnesota Department of Human Rights (MDHR) under Minn. R. 5000.3520. The FHWA allows MnDOT's Office of Civil Rights to apply the state's workforce participation goals to federally funded construction Contracts. The Contractor's attention is directed to the following:

1. Workforce participation goals are percentages of total labor hours that minorities and women should perform in each trade on the Project. Compliance is measured against the total labor hours performed. The Contractor must ensure that labor hours for minorities and women remain substantially uniform in each trade for the duration of the Project.
2. Workforce participation goals are applied on a county-by-county basis.
3. For Projects spanning more than one county, the workforce participation goals of the assigned county apply. For statewide Projects, the highest workforce participation goals of any county located within the covered work area apply.
4. If the applicable workforce participation goals will not be met, the Contractor and any Subcontractor with estimated labor hours on the Project (except independent trucking operators) must demonstrate that specific and significant actions to recruit, hire, and retain minorities and women are being taken. The Contractor is responsible for ensuring Subcontractors are making these requisite good faith efforts.

D. The transfer of minorities and/or women, including employees and trainees, from different Projects or among Contractors for the sole purpose of meeting the workforce participation goals violates 41 C.F.R. § 60-4, and Minn. Stat. § 363A.36 and its accompanying rules. Such action is a breach of Contract.

E. The Contractor is directed to the following written notification requirements concerning Subcontracts:

1. If the Project is federally funded: The Office of Federal Contract Compliance Programs must receive written notification of any construction Subcontract over \$10,000 executed at any tier within ten (10) working days of the Contract award.
2. If the Project is state funded: The Office of Equity and Inclusion for Minnesota Businesses, a division of MDHR, must receive written notification of any construction Subcontracts over \$100,000 executed at any tier within ten (10) working days of the Contract award.

The written notification must provide the following information: Name, address, telephone number, and employee identification number of the Subcontractor; estimated amount of the Subcontract; Project location; and estimated start and end dates.

**NOTICE TO CONTRACTOR AND SUBCONTRACTORS: REPORTING REQUIREMENTS**

**23 U.S.C. § 140, 23 C.F.R. § 230, Minn. Stat. § 363A.36, Minn. R. 5000.3520 - .3530**

Workforce participation goals are applied on a county-by-county basis. For Projects spanning more than one county, the workforce participation goals of the assigned county apply. For statewide Projects, the highest workforce participation goals of any county located within the covered work area apply.

The workforce participation goals for this Project are:

Minority: 15%

Women: 9%

PRE-AWARD

A. The Contractor must complete and submit a Workforce Plan if the low bid amount is \$5,000,000 or more.

B. The Workforce Plan includes the following documents:

1. Project Information Form: To be completed by the Contractor;
2. Contractor Workforce Commitment Form: To be completed by the Contractor and any Subcontractors with estimated labor hours on the Project;
3. Workforce Hours – Project Overview Form: To be completed by the Contractor; and
4. Total Company Workforce Report: To be completed by the Contractor and any Subcontractors upon request.

- a. The Total Company Workforce Report can be found here:  
[mndot.gov/civilrights/forms.html](http://mndot.gov/civilrights/forms.html).

The Contractor must select the regional Workforce Plan template that corresponds with Project location. The Workforce Plan templates can be found here: [mndot.gov/civilrights/bid-results.html](http://mndot.gov/civilrights/bid-results.html).

C. Approval of the Workforce Plan by MnDOT's Office of Civil Rights (OCR) is a condition of Contract award.

D. Approval is contingent upon the following:

1. Completion and submission of the Workforce Plan within five (5) business days of the bid opening. The five-day (5) period begins the first full business day after the bid opening date;
2. Completion and submission of all responses to specific Workforce Plan inquiries made by MnDOT's Office of Civil Rights of the Contractor or any of its Subcontractors with estimated labor hours on the Project; and
3. Ability of the Contractor or any of its Subcontractors with estimated labor hours on the Project to demonstrate that specific and significant actions to recruit, hire, and retain minorities and/or women are being taken if the applicable workforce participation goals will not be met.

E. Failure to complete and submit the Workforce Plan will result in the bid being rejected for failure to meet a condition precedent.

F. The execution of a collective bargaining agreement granting a union exclusive referral rights does not preclude compliance with the requirements of this section. As such, the inability of a union to provide candidates for employment relieves neither the Contractor nor any of its Subcontractors with estimated labor hours on the Project of the requirement to demonstrate that specific and significant actions to recruit, hire, and retain minorities and/or women are being taken if the applicable workforce participation goals will not be met.

POST-AWARD

- A. The Contractor is directed to the following requirements concerning payroll submission:
1. The Contractor and its Subcontractors must complete and submit payroll weekly via the Civil Rights Labor Management System (CRL). Workforce participation goals are percentages of total labor hours captured through Contractor payroll submission.
  2. All Contractors working on federal-aid highway construction Contracts of at least \$10,000 during the last week of July must report their workforce by job category, gender, and ethnicity. MnDOT's Office of Civil Rights compiles this data into a single report for the FHWA. Information on how to submit the required data can be found here: [mndot.gov/civilrights/federal-aid-highway-construction-contractors-annual-eeo-report.html](https://mndot.gov/civilrights/federal-aid-highway-construction-contractors-annual-eeo-report.html).

Failure to meet these post-award reporting requirements may result in the imposition of Contract sanctions, including withholding of progress payments.

- B. MnDOT's Office of Civil Rights determines whether Contractors on highway construction Projects are meeting state and federal laws, rules, and regulations relating to EEO by conducting annual compliance reviews. Accordingly, it reserves the right to audit the Contractor or any of its Subcontractors.
- C. Information concerning specific reporting requirements for On-the-Job Training and Tribal Employment is accessible via reference to the Index for Division S.

**FINAL CLEARANCE**

Pursuant to MnDOT Standard Specifications for Construction, Section 1516.3, "Completion of the Work, note (7)", the Contractor must notify the Engineer and MnDOT Office of Civil Rights when work is complete. MnDOT's Office of Civil Rights will issue a Final Clearance letter under MnDOT Standard Specifications for Construction, Section 1516.3, "Completion of the Work, note (7)".

## Equal Employment Opportunity (EEO) State and Federal Laws, Policies and Rules

### Minnesota Affirmative Action Requirements

Minn. Stat. § 363A.36, Minn. R. 5000.3520 - .3530

#### General

- A. The Contractor agrees that Minn. Stat. § 363A.36 and its accompanying rules are incorporated into any Contract executed with the Minnesota Department of Transportation (MnDOT) based on these specifications or any modification thereof. Upon request, MnDOT will provide the Contractor with a copy of Minn. Stat. § 363A.36 and its accompanying rules.
- B. MnDOT intends to execute its responsibility to require affirmative action by the Contractor. This includes providing the Minnesota Department of Human Rights (MDHR) with information indicating that the Contractor is not in compliance with Minn. Stat. § 363A.36 and its accompanying rules.

#### Contractor Responsibilities

- A. The Contractor must take affirmative action to employ and advance in employment qualified minorities and women at all levels of employment, including the executive level. This applies to all employment practices, including, but not limited to, the following:
  - 1. Hiring, upgrading, demotion, or transfer
  - 2. Recruitment, or recruitment advertising
  - 3. Layoff, or termination
  - 4. Rates of pay, or other forms of compensation; and selection for training, including apprenticeship
- B. The Contractor must demonstrate that specific and significant actions to recruit, hire, and retain minorities and/or women are being taken if the applicable workforce participation goals will not be met.
- C. The Contractor must comply with the affirmative action requirements of Minn. Stat. § 363A.36 and its accompanying rules, as well as any subsequent rules and relevant orders issued by MDHR pursuant to this same law.

#### Notice

- 1. The Contractor must post notices in a form stipulated by the Commissioner of MDHR in conspicuous places. These notices must outline the following:
  - 1. The rights of employees and applicants
  - 2. The legal obligation to take affirmative action to employ and advance in employment employees and applicants who are minorities and women. The notices can be found here: <http://www.dot.state.mn.us/const/labor/posterboards.html>

#### Noncompliance

- A. The Contractor's failure to implement or make a good faith effort to implement an affirmative action plan approved under Minn. Stat. § 363A.36 and its accompanying rules may result in the suspension or revocation of its certificate of compliance. Should either of these consequences occur, MnDOT may abridge or terminate the Contract awarded.
- B. The Contractor's failure to take specific and significant actions to recruit, hire, and retain minorities and/or women if the workforce participation goals will not be met may result in the suspension or revocation of its certificate of

compliance. Should either of these consequences occur, MnDOT may abridge or terminate the Contract awarded.



# VIOLENCE-FREE AND RESPECTFUL WORKPLACE

(INCLUDES GENERAL HARASSMENT, RETALIATION, AND WEAPONS)

POLICY HR014, EFFECTIVE 2015-07-17

## POLICY STATEMENT

The Minnesota Department of Transportation (MnDOT) is committed to providing a safe and respectful workplace free from inappropriate behaviors for all employees. MnDOT employees, contractors and vendors (third parties) conducting business with MnDOT must:

- Understand the [Workplace Violence Continuum](#) and the behaviors that constitute a violation of this policy;
- Report any persons who violate this policy;
- Take appropriate action in situations that involve policy violation.

MnDOT fully adopts the [MMB Respectful Workplace](#) policy, to build and maintain a workplace that is respectful and professional toward all employees and third parties.

MnDOT's Violence-Free and Respectful Workplace policy addresses only behavior and communication that do not involve protected class status. The [MnDOT Discrimination Policy](#) addresses harassment based on race, color, creed, religion, national origin, sex, marital status, disability, sexual orientation, age, genetic information, or status with regard to public assistance.

## REASON FOR POLICY

- Identify the types of behavior that constitute workplace violence
- Define roles and responsibilities of all MnDOT employees and third parties
- Clarify reporting procedure for policy violation.

## WHO NEEDS TO KNOW THIS POLICY?

- All MnDOT employees
- All third parties conducting business with MnDOT

## DEFINITIONS

### Formal Complaint

A formal complaint is a written statement of workplace concern that alleges violation of this policy by an employee or third party.

## SENIOR OFFICER

### **Tracy Hatch**

*Deputy Commissioner/CFO/COO*

## POLICY OWNER

### **Karin van Dyck**

*Director, Office of Human Resources*

## POLICY CONTACT

### **Jodi Mathiason**

*Labor Relations Manager*

*Office of Human Resources*

[Jodi.Mathiason@state.mn.us](mailto:Jodi.Mathiason@state.mn.us)

651-366-3404

## POLICY HISTORY

2015-07-17, *Established*

[MnDOT Policy Website](#)

**General Harassment**

Conduct that has the effect of unreasonably interfering with the employee's work performance, behavior made with the intent to cause fear, or creating an intimidating, hostile, or offensive work environment. Legitimate job-related efforts of a supervisor to direct or evaluate an employee or to have the employee improve his or her performance are not general harassment.

**Professionalism**

Professionalism is a display of good judgment and proper behavior expected in the workplace from employees and third parties.

**Respectful Behavior**

Positive interactions with employees and third parties, in a manner that a reasonable person finds appropriate.

**Retaliation**

Adverse action response to an employee's participation in a complaint, report, investigation, or lawsuit about workplace violence (protected activity).

**Third Party**

A third party is a contractor or vendor conducting business with MnDOT.

**Weapon**

Weapon is anything intended to harm or intimidate another person. Examples may include, but are not limited to, all firearms, non-firearms such as knives, martial arts devices, explosives, combustible devices, and chemical substances.

**Workplace Violence Continuum**

Violence or inappropriate behaviors that range from bullying, verbal abuse, arguments, property damage, vandalism, sabotage, pushing, theft, physical assaults, rape, and arson, to murder. Workplace violence can occur while on state property or while performing work for MnDOT at any location, by a state employee, third party, or the public.

## PROCEDURES

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***Obligation to Report Workplace Violence***

In a life-threatening situation, call 9-1-1 or other emergency contact at the work location, if making the call does not pose a risk to the well-being of the employee.

Any employee who is the subject of, or who witnesses workplace violence must immediately report the incident in one or all of the following ways:

- Report the behavior to his/her supervisor, manager or Human Resources office;
- Submit a completed [Violent Incident Report Form](#) to the Human Resources Office;
- Report by using the [Report Wrongdoing/Questionable Activity Form](#); the information reported must include the details of the situation.

Any employee who violates this policy or is found to have witnessed an act of workplace violence and did not report it may be subject to discipline, up to and including discharge. Violation of this policy by third parties conducting business for MnDOT may jeopardize their contractual relationship with the agency.

***Informal Resolution***

Any employee can choose to explore options with Human Resources to address concerns.

- The employee subjected to inappropriate behavior should have a conversation with the other individual(s) involved whenever possible, if it does not pose a risk to the well-being of the employee;
- The employee is encouraged to speak with his/her supervisor, Human Resources, union representative, or Employee Assistance Program (EAP) for assistance or guidance on how to resolve the situation;
- If the concern is about a supervisor or manager, employees may contact Human Resources, union representative or EAP to discuss options for resolution.

### **Formal Complaints**

A formal complaint must be submitted in writing to Human Resources and include the details of the situation. As with all investigations alleging employee misconduct, investigations related to this policy will occur in a timely, fair, and objective manner. ***This process does not supersede any applicable grievance or dispute resolution process under a collective bargaining agreement or plan.***

- Complaints must be submitted to the Human Resources Office, and include the details of the situation;
- The person receiving a complaint must acknowledge receipt of the complaint in writing;
- A prompt review of the complaint will be conducted and addressed;
- All data associated with a complaint, including any investigation and any outcome is government data, [Minnesota Statutes Chapter 13](#), Government Data Practices Act governs the release or non-release of data.

### **Retaliation**

Any employee who perceives retaliation because he or she filed a complaint about workplace violence should immediately contact the Human Resources Office, Labor Relations.

## **RESPONSIBILITIES**

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### **Employees**

- Conduct one's self in a manner that demonstrates professionalism and respect for all others while working for and representing MnDOT;
- Be familiar with this policy and understand the meanings and definitions included;
- Document and report all behaviors or incidents that may violate this policy to a manager, supervisor, or Human Resources Office;
- Fulfill all mandatory training requirements:
  - Respectful Workplace (*MnDOT employees*)
  - Workplace Violence Prevention (*MnDOT employees*)
- Cooperate in investigations of alleged violations of this policy, including investigations of general harassment, inappropriate behaviors, weapons, and retaliation.

### **Managers/Supervisors *In addition to the responsibilities of Employees (as described above)***

- Be familiar with this policy to achieve and maintain compliance with this policy;
- Document and take timely and appropriate action when a complaint is made alleging violations of this policy and collaborate with Human Resources in the process;
- Ensure employees fulfill mandatory training requirements:
  - Respectful Workplace (*MnDOT employees*)
  - Workplace Violence Prevention (*MnDOT employees*)

### **Human Resources Offices**

- Assist with the resolution and investigation of inappropriate behaviors that may violate this policy;
- Provide consultation to employees, supervisors, and managers on options and the appropriate course of action, to including guidance regarding resources for alternative solutions;
- Provide consultation to employees, supervisors, and managers on applicable rules, policies, procedures, and learning opportunities;
- Design and provide mandatory training, offer resources and/or training to assist employees in dealing with situations that may lead to potential violence.

### **Third Parties (contractor or vendor)**

- Conduct one's self in a manner that demonstrates professionalism and respect for all others while working with MnDOT and the public;
- Refer to the [MnDOT Policies](#) webpage to become familiar with all of MnDOT policies;
- Document and report all behaviors or incidents that may violate this policy;
- Cooperate in investigations of alleged violations of this policy including investigations of general harassment, inappropriate behaviors, weapons, and retaliation.

## FORMS/INSTRUCTIONS

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[Violent Incident Report Form](#)

[Report Wrongdoing/Questionable Activity Form](#)

## RELATED INFORMATION

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[MnDOT Violent Incident Advisory Team \(VIAT\)](#)

[MnDOT Discrimination Policy](#)

[Minnesota Statutes §609.02, Subd.6 \*Dangerous Weapons\*](#)

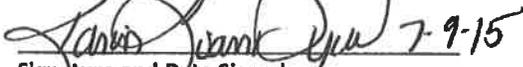
[Employee Assistance Program \(EAP\)](#)

## POLICY OWNERSHIP AND AUTHORIZATION

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**Policy Owner**

Karin van Dyck, Director, Office of Human Resources

  
Signature and Date Signed

**Governance Council**

Sue Stein, Director, Corporate Services Division

  
Signature and Date Signed

**Responsible Senior Officer**

Tracy Hatch, Deputy Commissioner/CFO/COO

  
Signature and Date Signed

**SPECIFIC FEDERAL EQUAL OPPORTUNITY RESPONSIBILITIES**

(23 CFR 230, Subpart A, Appendix A, FAPG June 6, 1996)

**1. General.**

- a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required contract Provisions (Form PR-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of title 23, U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.
- b. The contractor will work with the State highway agencies and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.
- c. The contractor and all his/her subcontractors holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment Opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The contractor will include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

**2. Equal Employment Opportunity Policy.**

The contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote their full realization of equal employment through a positive continuing program:

It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre apprenticeship, and/or on-the-job training.

**3. Equal Employment Opportunity Officer.**

The contractor will designate and make known to State highway agency contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

**4. Dissemination of Policy.**

- a. All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action will be made fully cognizant of, and will implement, the contractor's equal employment opportunity policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
  - (1) Periodic meetings of supervisory and personnel office staff will be conducted before the start of work and then not less often than once every six months, at which time the contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
  - (2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.

- (3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO officer or appropriate company official in the contractor's procedures for locating and hiring minority group employees.
- b. In order to make the contractor's equal employment policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor will take the following actions:
  - (1) Notices and posters setting forth the contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
  - (2) The contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

#### **5. Recruitment.**

- a. When advertising for employees, the contractor will include in all advertisements for employees the notation "An Equal Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
- b. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the contractor will, through their EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where the implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
- c. The contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

- 6. Personnel Actions.** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, or national origin. The following procedures shall be followed:
  - a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
  - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
  - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
  - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his/her obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all his avenues of appeal.

**7. Training and Promotion.**

- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees and applicants for employment.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor must make full use of training programs, i.e. apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded as indicated in Attachment 2.
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The Contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

**8. Unions.**

If a contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

- a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group members and women so that they may qualify for higher paying employment.
- b. The contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the State highway department and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, or national origin; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the State highway agency.

**9. Subcontracting.**

- a. The contractor will use his best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of minority-owned construction firms from State highway agency personnel.
- b. The contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

**10. Records and Reports.**

- a. The contractor shall keep such records as necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor will be designed to indicate:
  - (1) The number of minority and non minority group members and women employed in each work classification on the project.

- (2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractor's who rely in whole or in part on unions as a source of their work force),
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and
  - (4) The progress and efforts being made in securing the services of minority group subcontractors with meaningful minority and female representation among their employees.
- b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State highway agency and the FHWA.
- c. The contractors will submit an annual report to the State highway agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR-1391. If on-the-job training is being required by a "Training Special Provision", the contractor will be required to furnish Form FHWA 1409.

**STANDARD FEDERAL AND STATE EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS**  
(41 CFR 60-4.3 and Minnesota Statute §363A.36)

Unless noted, the following apply to both Federal/federally assisted projects and State/state assisted projects. Item 3 applies to Federal/federally assisted projects only.

1. As used in these specifications:
  - (a) "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - (b) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - (c) "Employer Identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - (d) "Minority" includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 (\$100,000 for State projects) the provisions of these specifications and the Notice which contains the applicable goals for minority and women participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4, 5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work on the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7(a) to (p) of these specifications (itemized as 4 [a] to [o], Minnesota Rules 5000.3535). The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minorities and utilization the Contractor should (shall, for State or state assisted projects) reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor shall make substantially uniform progress toward its goals in each craft during the period specified. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Federal goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any office of Federal Contract Compliance programs or from Federal procurement contracting officers. State goals are published periodically in the State Register in notice form, and may be obtained from the Minnesota Department of Human Rights or the Minnesota Department of Transportation Office of Civil Rights. The Contractor is expected to

make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union, with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications and Executive Order 11246 and its associated rules and regulations for Federal or federally assisted projects, and Minnesota Statutes, Section §363A.36 of the Minnesota Human Rights Act, or the rules adopted under the Act for State or state assisted projects.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained according to training programs approved by the Minnesota Department of Human Rights, the Minnesota Department of Labor and Industry, or the United States Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications must be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following (referred to in Minnesota Rules 5000.3535 as items 4(a) to (o)):
  - (a) Ensure and maintain, or for State or state assisted projects make a good faith effort to maintain, a working environment free of harassment, intimidation, and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work. For Federal or federally assisted projects, the Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or women individuals working at such sites or in such facilities.
  - (b) Establish and maintain a current list of minority and women recruitment sources, provide written notification to minority and women recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - (c) Maintain a current file of the names, addresses, and telephone numbers of each minority and woman off-the-street applicant and minority or woman referral from a union, a recruitment source, or community organization and of what action was taken with respect to each individual. If the individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.
  - (d) Provide immediate written notification to the commissioner of the Minnesota Department of Human Rights for State or state assisted projects, or the director of the Office of Federal Contract Compliance for Federal or federally assisted projects, when the union, or unions with which the Contractor has a collective bargaining agreement, has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
  - (e) Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the State of Minnesota for State or state assisted projects or the Department of Labor, for Federal or federally assisted projects. The Contractor shall provide notice of these programs to the sources compiled under (b).
  - (f) Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its equal employment opportunity obligations; by including it in any policy manual and collective bargaining agreement;

by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and women employees at least once a year; and by posting the company equal employment opportunity policy on bulletin boards accessible to all employees at each location where construction work is performed.

- (g) Review, at least annually, the company's equal employment opportunity policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions; including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the first day of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
  - (h) Disseminate the Contractor's equal employment opportunity policy externally by including it in any advertising in the news media, specifically including minority and women news media, and providing written notification to and discussing the Contractor's equal employment opportunity policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
  - (i) Direct its recruitment efforts, both oral and written, to minority, women, and community organizations; to schools with minority and women students; and to minority and women recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
  - (j) Encourage present minority and women employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and women youth, both on the site and in other areas of a Contractor's work force.
  - (k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3. (This requirement applies only to Federal and federally assisted projects.)
  - (l) Conduct, at least annually, an inventory and evaluation at least of all minority and women personnel for promotional opportunities; and encourage these employees to seek or to prepare for, through appropriate training, such opportunities. (This is Item 4(k) in Minnesota Rules.)
  - (m) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the equal employment opportunity policy and the Contractor's obligations under these specifications are being carried out. (This is item 4(l) in Minnesota Rules.)
  - (n) Ensure that all facilities and company activities are non segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes. (This is item 4(m) in Minnesota Rules.)
  - (o) Document and maintain a record of all solicitations or offers for subcontracts from minority and women construction contractors and suppliers, including circulation of solicitations to minority and women contractor associations and other business associations. (This is item 4(n) in Minnesota Rules.)
  - (p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment opportunity policies and affirmative action obligations. (This is item 4(o) in Minnesota Rules.)
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7(a) to (p) for Federal or federally assisted projects, and 4(a)-(o) for State or state assisted projects). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7(a) to (p) or 4(a) to (o) of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and women work force participation, makes a good faith effort to meet its individual goals and timetables, and can

provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor however, is required to provide equal employment opportunity and to take affirmative action for all minority groups both male and female, and all women both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order for Federal or federally assisted projects, or Minnesota Rules for State or state assisted projects, if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order or Minnesota Rules part 5000.3520 if a specific minority group is under-utilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, creed, religion, sex, or national origin. Minnesota Statutes §363A.36, part 5000.3535 (Subp. 7) also prohibits discrimination with regard to marital status, status with regard to public assistance, disability, age, or sexual orientation.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from government contracts under the federal Executive Order 11246 or a local human rights ordinance, or whose certificate of compliance has been suspended or revoked pursuant to Minnesota Statutes, Section §363A.36.
12. The Contractor shall carry out such sanctions for violation of these specifications and of the equal opportunity clause, including suspension, termination, and cancellation of existing contracts as may be imposed or ordered pursuant to Minnesota Statutes, Section §363A.36, and its implementing rules for State or state assisted projects, or Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs for Federal or federally assisted projects. Any contractor who fails to carry out such sanctions shall be in violation of these specifications and Minnesota Statutes, Section §363A.36, or Executive Order 11246 as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications (paragraph 4 in Minnesota Rules 5000.3535), so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of these Specifications or Minnesota Statutes, Section §363A.36 and its implementing rules, or Executive Order 11246 and its regulations, the commissioner or the director shall proceed in accordance with Minnesota Rules part 5000.3570 for State or state assisted projects, or 41 CFR 60-4.8 for Federal or federally assisted projects.
14. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Minnesota Department of Human Rights or the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (for example, mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing provided in this part shall be construed as a limitation upon the application of other state or federal laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

**EQUAL OPPORTUNITY CLAUSE**  
(41 CFR Part 60-1.4 b, 7-1-96 Edition)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Highway Agency (SHA) setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order 11246, Equal Employment Opportunity, dated September 24, 1965, and of the rules, regulations (41 CFR Part 60), and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246 and by rules, regulations, and orders of the Secretary of Labor, pursuant thereto, and will permit access to its books, records, and accounts by the Federal Highway Administration (FHWA) and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract, or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraph (1) through (7) in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246. The Contractor will take such action with respect to any subcontract or purchase order as the Secretary of Labor, SHA, or the Federal Highway Administration (FHWA) may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a contractor becomes a party to litigation by a subcontractor or vendor as a result of such direction, the contractor may request the SHA to enter into such litigation to protect the interest of the State. In addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so

participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## **AVIATION - SPECIAL NOTICE**

**\*\*\*\*IMPOTANT NOTICE\*\*\*\***

### **REGARDING STATE AND FEDERAL WAGE DETERMINATIONS**

ALL CONTRACTORS AND OTHERS INTERESTED IN THIS PROJECT SHALL NOTE THE FOLLOWING AND CONSIDER THE SAME IN BIDDING AND PERFORMING THE WORK:

The Contractor is responsible for paying the higher of the wage rates listed in the Davis-Bacon (Federal) or State of Minnesota Prevailing Wages, both of which are contained in this contract document.

The Contractor shall also note and conform to the appropriate Federal and State requirements for calculation of working hours, overtime pay, fringe benefits, and similar items. In particular, contractors shall note the State requirement that all hours worked in excess of 8 hours per day or 40 hours per week shall be paid at a rate of one and one-half times the basic hourly rate.

The Contractor shall be responsible for submitting weekly payrolls to be reviewed for compliance with the State and Federal Wage Determinations that apply to this project. Mn/DOT acceptable forms shall be used for this reporting purpose.

**FEDERAL DAVIS – BACON WAGE RATES**

8 Unit T-Hangar Construction

Houston County Airport (CHU)

FAA AIG No. 3-27-0016-014-2025 & AIP 015-2025

SP No. A2801-38 & 39

Caledonia, MN

"General Decision Number: MN20250161 01/03/2025

Superseded General Decision Number: MN20240161

State: Minnesota

Construction Type: Building

County: Houston County in Minnesota.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Please refer to Minnesota Rules 5200.1100, 5200.1101, and 5200.1102 for definitions of labor classifications on this wage determination, and direct any questions regarding such classifications to the Branch of Construction Wage Determinations.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"><li>◆ Executive Order 14026 generally applies to the contract.</li><li>◆ The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>◆ Executive Order 13658 generally applies to the contract.</li><li>◆ The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2025.</li></ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at

<http://www.dol.gov/whd/govcontracts>.

Modification Number      Publication Date  
0                              01/03/2025

SAMN2023-028 12/26/2023

	Rates	Fringes
ARTICULATED HAULER.....	\$ 35.18	20.50
ASBESTOS ABATEMENT WORKER.....	\$ 39.86	24.11
BOILERMAKER.....	\$ 32.00	7.04
BRICKLAYER.....	\$ 47.79	26.48
CARPENTER.....	\$ 41.21	25.99
CARPET LAYER (LINOLEUM).....	\$ 41.55	24.45
CEMENT MASON.....	\$ 52.51	12.63
Drywall Taper.....	\$ 34.91	23.77
ELECTRICIAN.....	\$ 48.68	25.82
ELEVATOR CONSTRUCTORS.....	\$ 57.49	43.71
FLAG PERSON.....	\$ 23.17	17.67
GLAZIER.....	\$ 43.66	22.47
HEATING AND FROST INSULATORS.....	\$ 49.04	31.70
IRONWORKER.....	\$ 46.00	34.11
LABORER: Common or General (GENERAL LABOR WORK).....	\$ 34.50	23.75
LABORER: Skilled (ASSISTING SKILLED CRAFT JOURNEYMAN).....	\$ 34.50	23.75
LATHER.....	\$ 41.21	25.40
MILLWRIGHT.....	\$ 25.00	4.16
PAINTER (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS).....	\$ 35.33	23.39
PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT ((ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.).....	\$ 27.26	16.59
Piledriver (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS).....	\$ 41.01	25.03
PIPEFITTER/STEAMFITTER.....	\$ 44.81	24.58

PIPELAYER (WATER, SEWER AND GAS).....	\$ 40.14	24.24
PLASTERER.....	\$ 20.00	5.50
PLUMBER.....	\$ 49.16	26.23
POWER EQUIPMENT OPERATOR:		
(Commercial Group 1).....	\$ 45.24	22.85
HELICOPTER PILOT; TOWER CRANE 250 FEET AND OVER; TRUCK CRAWLER CRANE WITH 200 FEET OF BOOM AND OVER, INCLUDING JIB		
POWER EQUIPMENT OPERATOR:		
(Commercial Group 2).....	\$ 44.90	22.85
TOWER CRANE 200 FEET AND OVER; CONCRETE PUMP WITH 50 METERS/164 FEET OF BOOM AND OVER; PILE DRIVING WHEN THREE DRUMS IN USE; TRUCK OR CRAWLER CRANE WITH 150 FEET OF BOOM UP TO AND NOT INCLUDING 200 FEET, INCLUDING JIB		
POWER EQUIPMENT OPERATOR:		
(Commercial Group 3).....	\$ 47.35	25.20
ALL-TERRAIN VEHICLE CRANES; CONCRETE PUMP 32-49 METERS/102-164 FEET; DERRICK (GUY & STIFFLEG); SELF-ERECTING TOWER CRANE 100 FEET AND OVER MEASURED FROM BOOM FOOT PIN; STATIONARY TOWER CRANE UP TO 200 FEET; TRAVELING TOWER CRANE; TRUCK OR CRAWLER CRANE UP TO AND NOT INCLUDING 150 FEET OF BOOM, INCLUDING JIB		
POWER EQUIPMENT OPERATOR:		
(Commercial Group 4).....	\$ 43.15	22.85
CRAWLER BACKHOE INCLUDING ATTACHMENTS; FIREPERSON, CHIEF BOILER LICENSE; HOIST ENGINEER (THREE DRUMS OR MORE); LOCOMOTIVE; OVERHEAD CRANE (INSIDE BUILDING PERIMETER); TRACTOR . BOOM TYPE		
POWER EQUIPMENT OPERATOR:		
(Commercial Group 5).....	\$ 46.51	26.40
AIR COMPRESSOR 450 CFM OR OVER (TWO OR MORE MACHINES); CONCRETE MIXER; CONCRETE PUMP UP TO 31 METERS/101 FEET OF BOOM; DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL WHEN USED FOR CAISSON FOR ELEVATOR OR BUILDING CONSTRUCTION; FORKLIFT; FRONT END, SKID STEER 1 C YD AND OVER; HOIST ENGINEER (ONE OR TWO DRUMS); MECHANIC (ON POWER EQUIPMENT); POWER PLANT (100 KW AND OVER OR MULTIPLES EQUAL TO 100KW AND OVER); PUMP OPERATOR AND/OR CONVEYOR (TWO OR MORE MACHINES); SELF-ERECTING TOWER CRANE UNDER 100 FEET MEASURED FROM BOOM FOOT PIN; STRADDLE CARRIER; TRACTOR OVER D2; WELL POINT PUMP		
POWER EQUIPMENT OPERATOR:		
(Commercial Group 6).....	\$ 40.22	22.85
CONCRETE BATCH PLANT; FIREPERSON, FIRST CLASS BOILER LICENSE; FRONT END, SKID STEER UP TO 1 C YD; GUNITE MACHINE; TRACTOR OPERATOR D2 OR SIMILAR SIZE; TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER		
POWER EQUIPMENT OPERATOR:		
(Commercial Group 7).....	\$ 39.10	22.85
AIR COMPRESSOR 600 CFM OR OVER; BRAKEPERSON; CONCRETE PUMP/PUMPCRETE OR COMPLACO TYPE; FIREPERSON, TEMPORARY HEAT SECOND CLASS BOILER LICENSE; OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS AND MILLING MACHINES, OR OTHER SIMILAR POWER EQUIPMENT); PICK UP SWEEPER (ONE CUBIC YARD HOPPER CAPACITY); PUMP AND/OR CONVEYOR		

POWER EQUIPMENT OPERATOR:

(Commercial Group 8).....\$ 27.74 15.85  
ELEVATOR OPERATOR; GREASER; MECHANICAL SPACE HEATER (TEMPORARY  
HEAT NO BOILER LICENSE REQUIRED)

POWER EQUIPMENT OPERATOR:

(Highway/Heavy Group 2).....\$ 35.93 20.50  
GRADER OR MOTOR PATROL; TUGBOAT 100 H.P. AND OVER WHEN LICENSE  
REQUIRED

POWER EQUIPMENT OPERATOR:

(Highway/Heavy Group 3).....\$ 35.48 20.50  
ASPHALT BITUMINOUS STABILIZER PLANT; CABLEWAY; DERRICK (GUY OR  
STIFFLEG)(POWER)(SKIDS OR STATIONARY); DREDGE OR ENGINEERS,  
DREDGE (POWER) AND ENGINEER; LOCOMOTIVE CRANE OPERATOR; TANDEM  
SCRAPER; TUGBOAT 100 H.P AND OVER

POWER EQUIPMENT OPERATOR:

(Highway/Heavy Group 4).....\$ 35.18 20.50  
AIR TRACK ROCK DRILL; AUTOMATIC ROAD MACHINE (CMI OR SIMILAR);  
BACKFILLER OPERATOR; BITUMINOUS ROLLERS, RUBBER TIERED OR STEEL  
DRUMMED (EIGHT TONS AND OVER); BITUMINOUS SPREADER AND  
FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING  
AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED  
PERSON); BROCK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH  
ALL ATTACHMENTS; CAT CHALLENGER TRACTORS OR SIMILAR TYPES  
PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS; CHIP HARVESTER  
AND TREE CUTTER; CONCRETE DISTRIBUTOR AND SPREADER FINISHING  
MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE;  
CONCRETE MOBIL; CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL  
WASHING, CRUSHING AND SCREENING PLANT; CURB MACHINE;  
DIRECTIONAL BORING MACHINE; DOPE MACHINE (PIPELINE); DUAL  
TRACTOR; ELEVATING GRADER; GPS REMOTE OPERATING OF EQUIPMENT;  
HYDRAULIC TREE PLANTER; LAUNCHER PERSON (TANKER PERSON OR  
PILOT LICENSE); LOCOMOTIVE; MILLING, GRINDING, PLANNING, FINE  
GRADE, OR TRIMMER MACHINE; PAVEMENT BREAKER OR TAMPING MACHINE  
(POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE; PIPELINE WRAPPING,  
CLEANING OR BENDING MACHINE; POWER ACTUATED HORIZONTAL BORING  
MACHINE, OVER SIX INCHES; PUGMILL; RUBBER-TIERED FARM TRACTOR  
WITH BACKHOE INCLUDING ATTACHMENTS; SCRAPER; SELF-PROPELLED  
SOIL STABILIZER; SLIP FORM (POWER DRIVEN) (PAVING); TIE TAMPER  
AND BALLAST MACHINE; TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH  
PTO UNRELATED TO LANDSCAPING; TUB GRINDER, MORBARK, OR SIMILAR  
TYPE

POWER EQUIPMENT OPERATOR:

(Highway/Heavy Group 5).....\$ 23.54 11.70  
BITUMINOUS ROLLER (UNDER EIGHT TONS); CONCRETE SAW (MULTIPLE  
BLADE) (POWER OPERATED); FORM TRENCH DIGGER (POWER); HYDRAULIC  
LOG SPLITTER; LOADER (BARBER GREENE OR SIMILAR TYPE); POST  
HOLE DRIVING MACHINE/POST HOLE AUGER; POWER ACTUATED JACK;  
SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR); SHEEP FOOT  
COMPACTOR WITH BLADE . 200 H.P. AND OVER; SHOULDERING MACHINE  
(POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND  
AND CHIP SPREADER; STUMP CHIPPER AND TREE CHIPPER; TREE FARMER  
(MACHINE)

POWER EQUIPMENT OPERATOR:

(Highway/Heavy Group 6).....\$ 27.74 19.70  
CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING  
DISK OR ROLLER; DREDGE DECK HAND; GRAVEL SCREENING PLANT  
(PORTABLE NOT CRUSHING OR WASHING); LEVER PERSON; POWER  
SWEEPER; SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION,  
INCLUDING VIBRATING ROLLERS; TRACTOR, WHEEL TYPE, OVER 50  
H.P., UNRELATED TO LANDSCAPING

ROOFER.....	\$ 31.84	16.30
SHEET METAL WORKER.....	\$ 39.65	25.86
SIGN ERECTOR.....	\$ 32.17	17.65
SPRINKLER FITTER.....	\$ 36.33	18.49
TERRAZZO WORKER.....	\$ 40.53	19.83
TILE FINISHER.....	\$ 20.00	4.75
TILE SETTER.....	\$ 44.90	5.65
TRUCK DRIVER (Group 1).....	\$ 25.05	14.40
MECHANIC; TRACTOR TRAILER DRIVER; TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)		
TRUCK DRIVER (Group 2).....	\$ 18.00	0.00
FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK		
TRUCK DRIVER (Group 3).....	\$ 15.25 **	0.00
BITUMINOUS DISTRIBUTOR DRIVER; BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION); THREE AXLE UNITS		
UNDERGROUND AND OPEN DITCH		
LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL).....	\$ 32.01	21.84
WIRING SYSTEM TECHNICIAN.....	\$ 44.61	20.16
WIRING SYSTEMS INSTALLER.....	\$ 31.25	16.34

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO

is available at  
<https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007

6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

#### State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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#### WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

Branch of Wage Surveys  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210.

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END OF GENERAL DECISION"

"General Decision Number: MN20250236 01/03/2025

Superseded General Decision Number: MN20240236

State: Minnesota

Construction Types: Heavy and Highway

Counties: Dodge, Fillmore, Freeborn, Goodhue, Houston, Mower, Olmsted, Rice, Steele, Wabasha and Winona Counties in Minnesota.

Heavy and Highway Construction Projects

Please refer to Minnesota Rules 5200.1100, 5200.1101, and 5200.1102 for definitions of labor classifications on this wage determination, and direct any questions regarding such classifications to the Branch of Construction Wage Determinations.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"><li>◆ Executive Order 14026 generally applies to the contract.</li><li>◆ The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>◆ Executive Order 13658 generally applies to the contract.</li><li>◆ The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2025.</li></ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker

protections under the Executive Orders is available at  
<http://www.dol.gov/whd/govcontracts>.

Modification Number      Publication Date  
 0                              01/03/2025

SAMN2024-006 11/18/2024

	Rates	Fringes
ARTICULATED HAULER.....	\$ 44.67	26.90
ASBESTOS ABATEMENT WORKER.....	\$ 36.23	22.26
BLASTER.....	\$ 39.64	24.68
BOILERMAKER.....	\$ 46.00	31.93
BOOM TRUCK.....	\$ 47.25	26.90
BRICKLAYER.....	\$ 36.05	19.68
CARPENTER.....	\$ 46.07	29.42
CARPET LAYER (LINOLEUM).....	\$ 35.32	14.03
CEMENT MASON.....	\$ 53.88	12.76
ELECTRICIAN.....	\$ 48.37	26.13
FLAG PERSON.....	\$ 36.64	24.68
GROUND PERSON.....	\$ 33.40	16.30
HEATING AND FROST INSULATORS.....	\$ 43.90	23.05
IRONWORKER.....	\$ 44.85	35.72
LABORER: Common or General (GENERAL LABOR WORK).....	\$ 36.64	24.68
LABORER: Landscape (GARDENER, SOD LAYER AND NURSERY OPERATOR).....	\$ 30.04	21.16
LABORER: Skilled (ASSISTING SKILLED CRAFT JOURNEYMAN).....	\$ 36.64	24.68
LANDSCAPING EQUIPMENT (INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS).....	\$ 30.04	21.16
LINEMAN.....	\$ 46.32	20.12
MILLWRIGHT.....	\$ 41.70	31.81

OFF-ROAD TRUCK.....	\$ 44.67	26.40
PAINTER (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS).....		
	\$ 34.78	24.83
PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT ((ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS).....		
	\$ 33.91	23.49
Piledriver (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS).....		
	\$ 45.71	29.73
PIPEFITTER/STEAMFITTER.....	\$ 55.94	34.50
PIPELAYER (WATER, SEWER AND GAS).....		
	\$ 40.14	24.68
PLUMBER.....	\$ 50.16	28.23
POWER EQUIPMENT OPERATOR: (Highway/Heavy Group 2).....		
	\$ 45.61	26.90
HELICOPTER PILOT; CONCRETE PUMP; ALL CRANES WITH OVER 135-FOOT BOOM, EXCLUDING JIB; DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR OTHER SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS THREE CUBIC YARDS AND OVER MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS; GRADER OR MOTOR PATROL; PILE DRIVING; TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED		
POWER EQUIPMENT OPERATOR: (Highway/Heavy Group 3).....		
	\$ 45.01	26.90
ASPHALT BITUMINOUS STABILIZER PLANT; CABLEWAY; CONCRETE MIXER, STATIONARY PLANT; DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY); DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS, UP TO THREE CUBIC YARDS MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS; DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER; FRONT END LOADER, FIVE CUBIC YARDS AND OVER INCLUDING ATTACHMENTS; LOCOMOTIVE CRANE OPERATOR; MIXER (PAVING) CONCRETE PAVING, ROAD MOLE, INCLUDING MUCKING OPERATIONS, CONWAY OR SIMILAR TYPE; MECHANIC ON POWER EQUIPMENT; TRACTOR, BOOM TYPE; TANDEM SCRAPER; TRUCK CRANE, CRAWLER CRANE; TUGBOAT 100 H.P AND OVER		
POWER EQUIPMENT OPERATOR: (Highway/Heavy Group 4).....		
	\$ 44.67	26.90
AIR TRACK ROCK DRILL; AUTOMATIC ROAD MACHINE (CMI OR SIMILAR); BACKFILLER OPERATOR; CONCRETE BATCH PLANT OPERATOR; BITUMINOUS ROLLERS, RUBBER TIED OR STEEL DRUMMED (EIGHT TONS AND OVER); BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON); BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS; CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS; CHIP HARVESTER AND TREE CUTTER; CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE; CONCRETE MIXER ON JOBSITE; CONCRETE MOBIL; CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT; CURB MACHINE; DIRECTIONAL BORING MACHINE;		



TRUCK DRIVER (Group 1).....\$ 33.00	14.40
MECHANIC; TRACTOR TRAILER DRIVER; TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)	
TRUCK DRIVER (Group 2).....\$ 54.24	0.01
FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK	
TRUCK DRIVER (Group 3).....\$ 32.00	13.00
BITUMINOUS DISTRIBUTOR DRIVER; BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION); THREE AXLE UNITS	
TRUCK DRIVER (Group 4).....\$ 35.74	21.76
BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER); DUMP PERSON; GREASER; PILOT CAR DRIVER; RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS; TWO AXLE UNIT; SLURRY OPERATOR; TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER); TRACTOR OPERATOR, UNDER 50 H.P.	
Tunnel Miner.....\$ 33.51	22.39
UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL).....\$ 38.14	
	24.68
WIRING SYSTEM TECHNICIAN.....\$ 47.73	22.24
WIRING SYSTEMS INSTALLER.....\$ 26.49	12.40

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage

determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

#### State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

Branch of Wage Surveys  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment

data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210.

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END OF GENERAL DECISION"

## **STATE WAGE RATES**

8 Unit T-Hangar Construction

Houston County Airport (CHU)

FAA AIG No. 3-27-0016-014-2025 & AIP 015-2025

SP No. A2801-38 & 39

Caledonia, MN

**MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY PREVAILING WAGES FOR STATE FUNDED CONSTRUCTION PROJECTS**



**THIS NOTICE MUST BE POSTED ON THE JOBSITE IN A CONSPICUOUS PLACE**

**Construction Type: Commercial**

**County Number: 28**

County Name: HOUSTON

Effective: 2024-12-23

This project is covered by Minnesota prevailing wage statutes. Wage rates listed below are the minimum hourly rates to be paid on this project.

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1 1/2) times the basic hourly rate. *Note: Overtime pay after eight (8) hours on the project must be paid even if the worker does not exceed forty (40) hours in the work week.*

Violations should be reported to:

Department of Labor and Industry  
 Prevailing Wage Section  
 443 Lafayette Road N  
 St Paul, MN 55155  
 (651) 284-5091  
[DLI.PrevWage@state.mn.us](mailto:DLI.PrevWage@state.mn.us)

\* Indicates that adjacent county rates were used for the labor class listed.

**County: HOUSTON (28)**

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
<b>LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)</b>					
101	LABORER, COMMON (GENERAL LABOR WORK)	2024-12-23	34.50	24.15	58.65
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2024-12-23	34.50	24.15	58.65
103	LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PRE VWAGE@STATE.MN.US">DLI.PRE VWAGE@STATE.MN.US</a>			
104*	FLAG PERSON	2024-12-23	23.17	17.67	40.84
105	WATCH PERSON	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PRE VWAGE@STATE.MN.US">DLI.PRE VWAGE@STATE.MN.US</a>			
106	BLASTER	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PRE VWAGE@STATE.MN.US">DLI.PRE VWAGE@STATE.MN.US</a>			

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
107* PIPELAYER (WATER, SEWER AND GAS)	2024-12-23	40.14	24.24	64.38
108 TUNNEL MINER	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PREVVAGE@STATE.MN.US">DLI.PREVVAGE@STATE.MN.US</a>			
109* UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2024-12-23	32.01	21.84	53.85
110 SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PREVVAGE@STATE.MN.US">DLI.PREVVAGE@STATE.MN.US</a>			
111 TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PREVVAGE@STATE.MN.US">DLI.PREVVAGE@STATE.MN.US</a>			
<b>SPECIAL EQUIPMENT (201 - 204)</b>				
201* ARTICULATED HAULER	2024-12-23	35.18	20.50	55.68
202 BOOM TRUCK	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PREVVAGE@STATE.MN.US">DLI.PREVVAGE@STATE.MN.US</a>			
203 LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PREVVAGE@STATE.MN.US">DLI.PREVVAGE@STATE.MN.US</a>			
204 OFF-ROAD TRUCK	FOR RATE CALL 651-284-5091 OR EMAIL			

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
	<u>DLLPREVWAGE@STATE.MN.US</u>			

205	PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.	2024-12-23	27.26	16.59	43.85
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**HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR**

<b>GROUP 2</b>		2024-12-23	38.18	22.55	60.73
306	GRADER OR MOTOR PATROL				
308	TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)				

<b>GROUP 3 *</b>		2024-12-23	35.48	20.50	55.98
309	ASPHALT BITUMINOUS STABILIZER PLANT				
310	CABLEWAY				
312	DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)				
314	DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER				
316	LOCOMOTIVE CRANE OPERATOR				
320	TANDEM SCRAPER				
322	TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)				

<b>GROUP 4 *</b>		2024-12-23	35.18	20.50	55.68
323	AIR TRACK ROCK DRILL				
324	AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)				
325	BACKFILLER OPERATOR				
327	BITUMINOUS ROLLERS, RUBBER TIED OR STEEL DRUMMED (EIGHT TONS AND OVER)				
328	BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)				
329	BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS				
330	CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS				
331	CHIP HARVESTER AND TREE CUTTER				
332	CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE				
334	CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)				
335	CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT				
336	CURB MACHINE				
337	DIRECTIONAL BORING MACHINE				
338	DOPE MACHINE (PIPELINE)				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
340				
341				
345				
347				
348				
349				
350				
352				
354				
356				
357				
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360				
361				
362				
363				
365				
367				
<b>GROUP 5 *</b>	2024-12-23	23.54	11.70	35.24
370				
371				
372				
375				
376				
377				
379				
381				
382				
383				
384				
385				
<b>GROUP 6 *</b>	2024-12-23	27.74	19.70	47.44
387				
389				
391				
393				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
395				
396				
397				
<b>COMMERCIAL POWER EQUIPMENT OPERATOR</b>				
<b>GROUP 1</b>	2024-12-23	45.24	22.85	68.09
501				
502				
503				
<b>GROUP 2 *</b>	2024-12-23	50.64	26.90	77.54
	2025-05-05	50.64	29.40	80.04
504				
505				
506				
507				
<b>GROUP 3 *</b>	2024-12-23	47.35	25.20	72.55
508				
509				
510				
511				
512				
513				
514				
<b>GROUP 4 *</b>	2024-12-23	48.68	26.90	75.58
	2025-05-05	48.68	29.40	78.08
515				
516				
517				
518				
519				
520				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
<b>GROUP 5 *</b>	2024-12-23	46.51	26.90	73.41
	2025-05-05	46.51	29.40	75.91
521				AIR COMPRESSOR 450 CFM OR OVER (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY)
522				CONCRETE MIXER (COMMERCIAL CONSTRUCTION ONLY)
523				CONCRETE PUMP UP TO 31 METERS/101 FEET OF BOOM
524				DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL WHEN USED FOR CAISSON FOR ELEVATOR OR BUILDING CONSTRUCTION (COMMERCIAL CONSTRUCTION ONLY)
525				FORKLIFT (COMMERCIAL CONSTRUCTION ONLY)
526				FRONT END, SKID STEER 1 C YD AND OVER
527				HOIST ENGINEER ( ONE OR TWO DRUMS) (COMMERCIAL CONSTRUCTION ONLY)
528				MECHANIC-WELDER (ON POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)
529				POWER PLANT (100 KW AND OVER OR MULTIPLES EQUAL TO 100KW AND OVER) (COMMERCIAL CONSTRUCTION ONLY)
530				PUMP OPERATOR AND/OR CONVEYOR (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY)
531				SELF-ERECTING TOWER CRANE UNDER 100 FEET MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY)
532				STRADDLE CARRIER (COMMERCIAL CONSTRUCTION ONLY)
533				TRACTOR OVER D2 (COMMERCIAL CONSTRUCTION ONLY)
534				WELL POINT PUMP (COMMERCIAL CONSTRUCTION ONLY)
<b>GROUP 6 *</b>	2024-12-23	40.22	22.85	63.07
535				CONCRETE BATCH PLANT (COMMERCIAL CONSTRUCTION ONLY)
536				FIREPERSON, FIRST CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)
537				FRONT END, SKID STEER UP TO 1 C YD
538				GUNITE MACHINE (COMMERCIAL CONSTRUCTION ONLY)
539				TRACTOR OPERATOR D2 OR SIMILAR SIZE (COMMERCIAL CONSTRUCTION ONLY)
540				TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER
<b>GROUP 7 *</b>	2024-12-23	43.55	26.90	70.45
	2025-05-05	43.55	29.40	72.95
541				AIR COMPRESSOR 600 CFM OR OVER (COMMERCIAL CONSTRUCTION ONLY)
542				BRAKEPERSON (COMMERCIAL CONSTRUCTION ONLY)
543				CONCRETE PUMP/PUMPCRETE OR COMPLACO TYPE (COMMERCIAL CONSTRUCTION ONLY)
544				FIREPERSON, TEMPORARY HEAT SECOND CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)
545				OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS AND MILLING MACHINES, OR OTHER SIMILAR POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)
546				PICK UP SWEEPER (ONE CUBIC YARD HOPPER CAPACITY) (COMMERCIAL CONSTRUCTION ONLY)
547				PUMP AND/OR CONVEYOR (COMMERCIAL CONSTRUCTION ONLY)
<b>GROUP 8</b>	2024-12-23	27.74	15.85	43.59
548				ELEVATOR OPERATOR (COMMERCIAL CONSTRUCTION ONLY)



LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
704	CARPENTERS	2024-12-23	35.23	23.37	58.60
705*	CARPET LAYERS (LINOLEUM)	2024-12-23	41.00	25.45	66.45
		2025-01-01	41.00	25.45	66.45
706*	CEMENT MASONS	2024-12-23	52.01	13.63	65.64
		2025-05-01	55.01	14.13	69.14
707	ELECTRICIANS	2024-12-23	48.37	26.13	74.50
		2025-07-01	50.61	26.13	76.74
708*	ELEVATOR CONSTRUCTORS	2024-12-23	57.49	43.71	101.20
709*	GLAZIERS	2024-12-23	43.66	22.47	66.13
710*	LATHERS	2024-12-23	40.70	26.85	67.55
		2025-01-01	40.70	26.85	67.55
712*	IRONWORKERS	2024-12-23	44.85	35.72	80.57
714*	MILLWRIGHT	2024-12-23	25.00	4.16	29.16
715*	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2024-12-23	34.28	24.83	59.11
		2025-05-01	36.33	24.83	61.16
716*	PILEDRIIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2024-12-23	41.01	25.03	66.04
717	PIPEFITTERS . STEAMFITTERS	2024-12-23	44.81	24.58	69.39
718*	PLASTERERS	2024-12-23	20.00	5.50	25.50
719*	PLUMBERS	2024-12-23	48.06	30.33	78.39
720	ROOFER	2024-12-23	31.46	18.15	49.61
		2025-06-02	32.96	18.15	51.11
721	SHEET METAL WORKERS	2024-12-23	38.03	27.48	65.51

<b>LABOR CODE AND CLASS</b>	<b>EFFECT DATE</b>	<b>BASIC RATE</b>	<b>FRINGE RATE</b>	<b>TOTAL RATE</b>
722* SPRINKLER FITTERS	2024-12-23	36.33	18.49	54.82
723* TERRAZZO WORKERS	2024-12-23	40.53	19.83	60.36
724* TILE SETTERS	2024-12-23	44.90	5.65	50.55
725* TILE FINISHERS	2024-12-23	20.00	4.75	24.75
726* DRYWALL TAPER	2024-12-23	34.05	25.04	59.09
	2025-05-01	36.10	25.04	61.14
727* WIRING SYSTEM TECHNICIAN	2024-12-23	47.73	22.24	69.97
	2025-07-01	51.07	23.52	74.59
728* WIRING SYSTEMS INSTALLER	2024-12-23	33.44	17.82	51.26
	2025-07-01	35.78	18.73	54.51
729* ASBESTOS ABATEMENT WORKER	2024-12-23	39.86	24.61	64.47
	2025-01-01	41.23	25.99	67.22
730* SIGN BRECATOR	2024-12-23	34.69	19.88	54.57
	2025-06-01	37.19	19.88	57.07

MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY PREVAILING WAGES FOR STATE FUNDED CONSTRUCTION PROJECTS



THIS NOTICE MUST BE POSTED ON THE JOBSITE IN A CONSPICUOUS PLACE

**Construction Type: Highway and Heavy**

**Region Number: 06**

Counties within region:

- DODGE-20
- FILLMORE-23
- FREEBORN-24
- GOODHUE-25
- HOUSTON-28
- MOWER-50
- OLMSTED-55
- RICE-66
- STEELE-74
- WABASHA-79
- WINONA-85

Effective: 2024-11-18    Revised: 2024-12-09

This project is covered by Minnesota prevailing wage statutes. Wage rates listed below are the minimum hourly rates to be paid on this project.

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1 1/2) times the basic hourly rate. *Note: Overtime pay after eight (8) hours on the project must be paid even if the worker does not exceed forty (40) hours in the work week.*

Violations on MnDOT highways and road projects should be reported to:

Department of Transportation  
Office of Construction  
Transportation Building MS650  
John Ireland Blvd  
St. Paul, MN 55155  
(651) 366-4209

All other prevailing wage violations and questions should be sent to:

Department of Labor and Industry  
Prevailing Wage Section  
443 Lafayette Road N  
St Paul, MN 55155  
(651) 284-5091  
[DLI.PrevWage@state.mn.us](mailto:DLI.PrevWage@state.mn.us)

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)					
101	LABORER, COMMON (GENERAL LABOR WORK)	2024-11-18	36.64	24.68	61.32
		2025-05-01	39.01	26.01	65.02
102		2024-11-18	36.64	24.68	61.32



LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
112	2024-11-18	19.70	0.13	19.83
QUALITY CONTROL TESTER (FIELD AND COVERED OFF-SITE FACILITIES; TESTING OF AGGREGATE, ASPHALT, AND CONCRETE MATERIALS); LIMITED TO MN DOT HIGHWAY AND HEAVY CONSTRUCTION PROJECTS WHERE THE MN DOT HAS RETAINED QUALITY ASSURANCE PROFESSIONALS TO REVIEW AND INTERPRET THE RESULTS OF QUALITY CONTROL TESTERS. SERVICES PROVIDED BY THE CONTRACTOR.				
<b>SPECIAL EQUIPMENT (201 - 204)</b>				
201	2024-11-18	44.67	26.90	71.57
	2025-05-05	46.25	29.40	75.65
202	2024-11-18	47.25	26.90	74.15
	2025-05-05	48.96	29.40	78.36
203	2024-11-18	30.04	21.53	51.57
	2025-05-01	31.66	22.78	54.44
204	2024-11-18	44.67	26.40	71.07
205	2024-11-18	33.91	23.49	57.40
<b>HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR</b>				
<b>GROUP 2</b>	2024-11-18	45.61	26.90	72.51
	2025-05-05	47.24	29.40	76.64

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
302				
303				
304				
305				
306				
307				
308				
<b>GROUP 3</b>	2024-11-18	45.01	26.90	71.91
	2025-05-05	46.61	29.40	76.01
309				
310				
311				
312				
313				
314				
315				
316				
317				
318				
319				
320				
321				
322				
<b>GROUP 4</b>	2024-11-18	44.67	26.90	71.57
	2025-05-05	46.25	29.40	75.65
323				
324				
325				
326				
327				
328				
329				
330				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
331				CHIP HARVESTER AND TREE CUTTER
332				CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE
333				CONCRETE MIXER ON JOBSITE (HIGHWAY AND HEAVY ONLY)
334				CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)
335				CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT
336				CURB MACHINE
337				DIRECTIONAL BORING MACHINE
338				DOPE MACHINE (PIPELINE)
339				DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL (HIGHWAY AND HEAVY ONLY)
340				DUAL TRACTOR
341				ELEVATING GRADER
342				FORK LIFT OR STRADDLE CARRIER (HIGHWAY AND HEAVY ONLY)
343				FORK LIFT OR LUMBER STACKER (HIGHWAY AND HEAVY ONLY)
344				FRONT END, SKID STEER OVER 1 TO 5 C YD
345				GPS REMOTE OPERATING OF EQUIPMENT
346				HOIST ENGINEER (POWER) (HIGHWAY AND HEAVY ONLY)
347				HYDRAULIC TREE PLANTER
348				LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE)
349				LOCOMOTIVE (HIGHWAY AND HEAVY ONLY)
350				MILLING, GRINDING, PLANNING, FINE GRADE, OR TRIMMER MACHINE
351				MULTIPLE MACHINES, SUCH AS AIR COMPRESSORS, WELDING MACHINES, GENERATORS, PUMPS (HIGHWAY AND HEAVY ONLY)
352				PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE
353				PICKUP SWEEPER, ONE CUBIC YARD AND OVER HOPPER CAPACITY(HIGHWAY AND HEAVY ONLY)
354				PIPELINE WRAPPING, CLEANING OR BENDING MACHINE
355				POWER PLANT ENGINEER, 100 KWH AND OVER (HIGHWAY AND HEAVY ONLY)
356				POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES
357				PUGMILL
358				PUMPCRETE (HIGHWAY AND HEAVY ONLY)
359				RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY)
360				SCRAPER
361				SELF-PROPELLED SOIL STABILIZER
362				SLIP FORM (POWER DRIVEN) (PAVING)
363				TIE TAMPER AND BALLAST MACHINE
364				TRACTOR, BULLDOZER (HIGHWAY AND HEAVY ONLY)
365				TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY)
366				TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER (HIGHWAY AND HEAVY ONLY)
367				TUB GRINDER, MORBARK, OR SIMILAR TYPE

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
368				
WELL POINT DISMANTLING OR INSTALLATION (HIGHWAY AND HEAVY ONLY)				
<b>GROUP 5</b>	2024-11-18	41.36	26.90	68.26
	2025-05-05	42.77	29.40	72.17
369				
AIR COMPRESSOR, 600 CFM OR OVER (HIGHWAY AND HEAVY ONLY)				
370				
BITUMINOUS ROLLER (UNDER EIGHT TONS)				
371				
CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)				
372				
FORM TRENCH DIGGER (POWER)				
373				
FRONT END, SKID STEER UP TO 10 YD				
374				
GUNITE GUNALL (HIGHWAY AND HEAVY ONLY)				
375				
HYDRAULIC LOG SPLITTER				
376				
LOADER (BARBER GREENE OR SIMILAR TYPE)				
377				
POST HOLE DRIVING MACHINE/POST HOLE AUGER				
378				
POWER ACTUATED AUGER AND BORING MACHINE				
379				
POWER ACTUATED JACK				
380				
PUMP (HIGHWAY AND HEAVY ONLY)				
381				
SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR)				
382				
SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER				
383				
SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER				
384				
STUMP CHIPPER AND TREE CHIPPER				
385				
TREE FARMER (MACHINE)				
<b>GROUP 6</b>	2024-11-18	40.02	26.90	66.92
	2025-05-05	41.37	29.40	70.77
387				
CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER				
388				
CONVEYOR (HIGHWAY AND HEAVY ONLY)				
389				
DREDGE DECK HAND				
390				
FIRE PERSON OR TANK CAR HEATER (HIGHWAY AND HEAVY ONLY)				
391				
GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING)				
392				
GREASER (TRACTOR) (HIGHWAY AND HEAVY ONLY)				
393				
LEVER PERSON				
394				
OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS, AND MILLING MACHINES, OR OTHER SIMILAR HEAVY EQUIPMENT) (HIGHWAY AND HEAVY ONLY)				
395				
POWER SWEEPER				
396				
SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION, INCLUDING VIBRATING ROLLERS				
397				
TRACTOR, WHEEL TYPE, OVER 50 H.P., UNRELATED TO LANDSCAPING				

**TRUCK DRIVERS**

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
<b>GROUP 1</b>	2024-11-18	33.00	14.40	47.40	
601	MECHANIC . WELDER				
602	TRACTOR TRAILER DRIVER				
603	TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)				
<b>GROUP 2</b>	2024-11-18	54.24	0.01	54.25	
604	FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK				
<b>GROUP 3</b>	2024-11-18	32.00	13.00	45.00	
605	BITUMINOUS DISTRIBUTOR DRIVER				
606	BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)				
607	THREE AXLE UNITS				
<b>GROUP 4</b>	2024-11-18	35.74	21.76	57.50	
608	BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER)				
609	DUMP PERSON				
610	GREASER				
611	PILOT CAR DRIVER				
612	RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS				
613	TWO AXLE UNIT				
614	SLURRY OPERATOR				
615	TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)				
616	TRACTOR OPERATOR, UNDER 50 H.P.				
<b>SPECIAL CRAFTS</b>					
701	HEATING AND FROST INSULATORS	2024-11-18	43.90	23.05	66.95
702	BOILERMAKERS	2024-11-18	46.00	31.93	77.93
		2025-01-01	48.35	31.93	80.28
703	BRICKLAYERS	2024-11-18	36.05	19.68	55.73
704	CARPENTERS	2024-11-18	46.07	29.42	75.49
		2025-01-01	46.07	29.42	75.49
		2025-05-01	49.82	29.92	79.74
705	CARPET LAYERS (LINOLEUM)	2024-11-18	35.32	14.03	49.35
706	CEMENT MASONS	2024-11-18	53.88	12.76	66.64

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
		2025-05-01	57.21	13.26	70.47
707	ELECTRICIANS	2024-11-18	48.37	26.13	74.50
		2025-07-01	50.61	26.13	76.74
711	GROUND PERSON	2024-11-18	33.40	16.30	49.70
712	IRONWORKERS	2024-11-18	44.85	35.72	80.57
713	LINEMAN	2024-11-18	46.32	20.12	66.44
714	MILLWRIGHT	2024-11-18	41.70	31.81	73.51
715	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2024-11-18	34.78	24.83	59.61
		2025-05-01	36.83	24.83	61.66
716	PILED RIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2024-11-18	45.71	29.73	75.44
		2025-01-01	45.71	29.73	75.44
		2025-05-01	49.46	30.23	79.69
717	PIPEFITTERS . STEAMFITTERS	2024-11-18	55.94	34.50	90.44
719	PLUMBERS	2024-11-18	50.16	28.23	78.39
721	SHEET METAL WORKERS	2024-11-18	53.71	34.57	88.28
		2025-05-01	57.96	34.57	92.53
723	TERRAZZO WORKERS	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DL.PREVVAGE@STATE.MN.US">DL.PREVVAGE@STATE.MN.US</a>			
724	TILE SETTERS	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DL.PREVVAGE@STATE.MN.US">DL.PREVVAGE@STATE.MN.US</a>			
725	TILE FINISHERS	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DL.PREVVAGE@STATE.MN.US">DL.PREVVAGE@STATE.MN.US</a>			
727	WIRING SYSTEM TECHNICIAN	2024-11-18	47.73	22.24	69.97
		2025-07-01	51.07	23.52	74.59

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
728	WIRING SYSTEMS INSTALLER	2024-11-18	26.49	12.40	38.89
729	ASBESTOS ABATEMENT WORKER	2024-11-18	36.23	22.26	58.49
730	SIGN ERECTOR	FOR RATE CALL 651-284-5091 OR EMAIL <u><a href="mailto:DLI.PREVVAGE@STATE.MN.US">DLI.PREVVAGE@STATE.MN.US</a></u>			

## **TRUCK RENTAL RATES**

**8 Unit T-Hangar Construction**

**Houston County Airport (CHU)**

**FAA AIG No. 3-27-0016-014-2025 & AIP 015-2025**

**SP No. A2801-38 & 39**

**Caledonia, MN**

Jan. 6, 2025

## Notice of truck rental rate certification and effective date

The Department of Labor and Industry (DLI) commissioner has certified the minimum truck rental rates for state-funded highway projects effective Jan. 6, 2025. This certification follows the publication of the Notice of Truck Rental Rate Determination in the State Register on Dec. 16, 2024, and the informal conference held pursuant to Minnesota Rules, part 5200.1105 on Dec. 27, 2024.

According to Minnesota Rules, part 5200.1105, the purpose of the informal conference was for DLI to obtain further input regarding the determined rates prior to the certification. No written input regarding the determination was received by DLI prior to the informal conference.

The truck rental rate is determined for each equipment type by adding the average hourly cost of operating the vehicle to the certified prevailing-wage rate for the driver. The average hourly operating costs are determined by voluntary survey of truck owner operators, trucking contractors and trucking firms. Cost data used in DLI's analysis must be representative of five trucking firms of various size and five independent truck owner operators for each type of truck.

The determination of the minimum truck rental rates by region are as follows.

### Three-axle units

Region	Effective date	607 driver rate	Operating cost	Truck rental rate
Region 1	Certification date	\$61.54	\$37.35	\$98.89
	Increase April 28, 2025	\$64.83	\$37.35	\$102.18
Region 2	Certification date	\$54.57	\$37.35	\$91.92
	Increase April 28, 2025	\$57.49	\$37.35	\$94.84
Region 3	Certification date	\$54.57	\$37.35	\$91.92
	Increase April 28, 2025	\$57.49	\$37.35	\$94.84

Region	Effective date	607 driver rate	Operating cost	Truck rental rate
Region 4	Certification date	\$56.93	\$37.35	\$94.28
Region 5	Certification date	\$39.50	\$37.35	\$76.85
Region 6	Certification date	\$45.00	\$37.35	\$82.35
Region 7	Certification date	\$46.65	\$37.35	\$84.00
Region 8	Certification date	\$42.50	\$37.35	\$79.85
Region 9	Certification date	\$56.36	\$37.35	\$93.71
Region 10	Certification date	\$42.50	\$37.35	\$79.85

## Four or more axle units

Region	Effective date	604 driver rate	Operating cost	Truck rental rate
Region 1	Certification date	\$61.65	\$51.50	\$113.15
	Increase April 28, 2025	\$64.95	\$51.50	\$116.45
Region 2	Certification date	\$54.72	\$51.50	\$106.22
	Increase April 28, 2025	\$57.65	\$51.50	\$109.15
Region 3	Certification date	\$ 39.60	\$51.50	\$91.10
Region 4	Certification date	\$53.73	\$51.50	\$105.23
Region 5	Certification date	\$26.00	\$51.50	\$77.50
Region 6	Certification date	\$54.25	\$51.50	\$105.75

Region 7	Certification date	\$46.15	\$51.50	\$97.65
Region 8	Certification date	\$44.50	\$51.50	\$96.00
Region 9	Certification date	\$56.45	\$51.50	\$107.95
Region 10	Certification date	\$53.70	\$51.50	\$105.20

## Tractor

Region	Effective date	602 driver rate	Operating cost	Tractor-only truck rental rate	Plus trailer operating cost	Tractor trailer rental rate
Region 1	Certification date	\$62.25	\$54.96	\$117.21	\$11.46	\$128.67
	Increase April 28, 2025	\$65.58	\$54.96	\$120.54	\$11.46	\$132.00
Region 2	Certification date	\$55.29	\$54.96	\$110.25	\$11.46	\$121.71
	Increase April 28, 2025	\$58.25	\$54.96	\$113.21	\$11.46	\$124.67
Region 3	Certification date	\$55.29	\$54.96	\$110.25	\$11.46	\$121.71
	Increase April 28, 2025	\$58.25	\$54.96	\$113.21	\$11.46	\$124.67
Region 4	Certification date	\$50.27	\$54.96	\$105.23	\$11.46	\$116.69
Region 5	Certification date	\$28.84	\$54.96	\$83.80	\$11.46	\$95.26
Region 6	Certification date	\$47.40	\$54.96	\$102.36	\$11.46	\$113.82
Region 7	Certification date	\$46.15	\$54.96	\$101.11	\$11.46	\$112.57
Region 8	Certification date	\$47.50	\$54.96	\$102.46	\$11.46	\$113.92

Region 9	Certification date	\$62.70	\$54.96	\$117.66	\$11.46	\$129.12
	Increase April 28, 2025	\$66.05	\$54.96	\$121.01	\$11.46	\$132.47
Region 10	Certification date	\$47.50	\$54.96	\$102.46	\$11.46	\$113.92

The current operating costs and truck rental rates may be reviewed by accessing DLI's website at <https://dli.mn.gov/business/employment-practices/prevaling-wage-minimum-truck-rental-rates>. Questions about the truck rental rates or the informal conference notice below can be answered by calling 651-284-5192.

The minimum truck rental rate for these four types of trucks in the State's 10 highway and heavy construction areas will be effective for all highway and heavy construction projects financed in whole or part with state funds advertised for bid on or after the day the notice of certification is published in the *State Register*.

Sincerely,

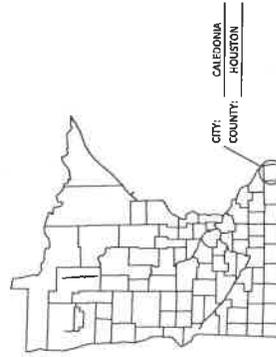
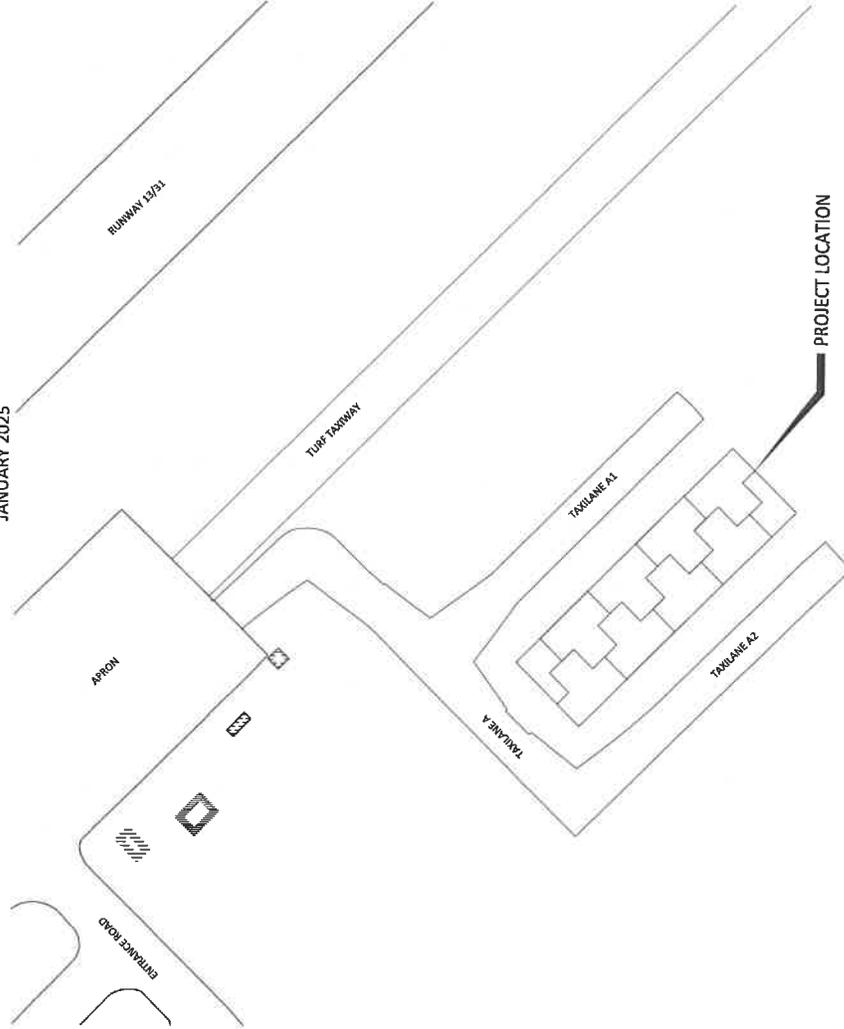
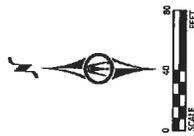
Nicole Blissenbach

DLI commissioner

# HOUSTON COUNTY AIRPORT (CHU) CONSTRUCTION PLANS FOR 8 UNIT T-HANGAR

AIG NO. 3-27-0016-014-2025/ AIP 015-2025  
SP NO. A2801-38 & 39

JANUARY 2025



CITY: CALEDONIA  
COUNTY: HOUSTON

## PROJECT LOCATION

NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNERS. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION, AS REQUIRED BY STATE AND TFPY (GOVERNOR STATE ONE CALL) 1-800-532-1166 OR 634-694-6684.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D, UNLESS OTHERWISE NOTED. THIS INFORMATION IS PROVIDED FOR INFORMATIONAL PURPOSES AND DOES NOT CONSTITUTE A WARRANTY OF ANY KIND. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION, AS REQUIRED BY STATE AND TFPY (GOVERNOR STATE ONE CALL) 1-800-532-1166 OR 634-694-6684.

SHEET NUMBER	SHEET TITLE
GENERAL	
G0.01	TITLE SHEET
G2.01	CONSTRUCTION SAFETY & PHASING PLAN
CIVIL	
C1.01	DETAILS, TYPICAL SECTIONS, SOIL BORINGS
C3.01	GRADING PLAN
C6.01	HANGAR ELEVATIONS & SLAB DETAIL
F1.01	ELECTRICAL PLAN
THIS PLAN SET CONTAINS 8 SHEETS.	

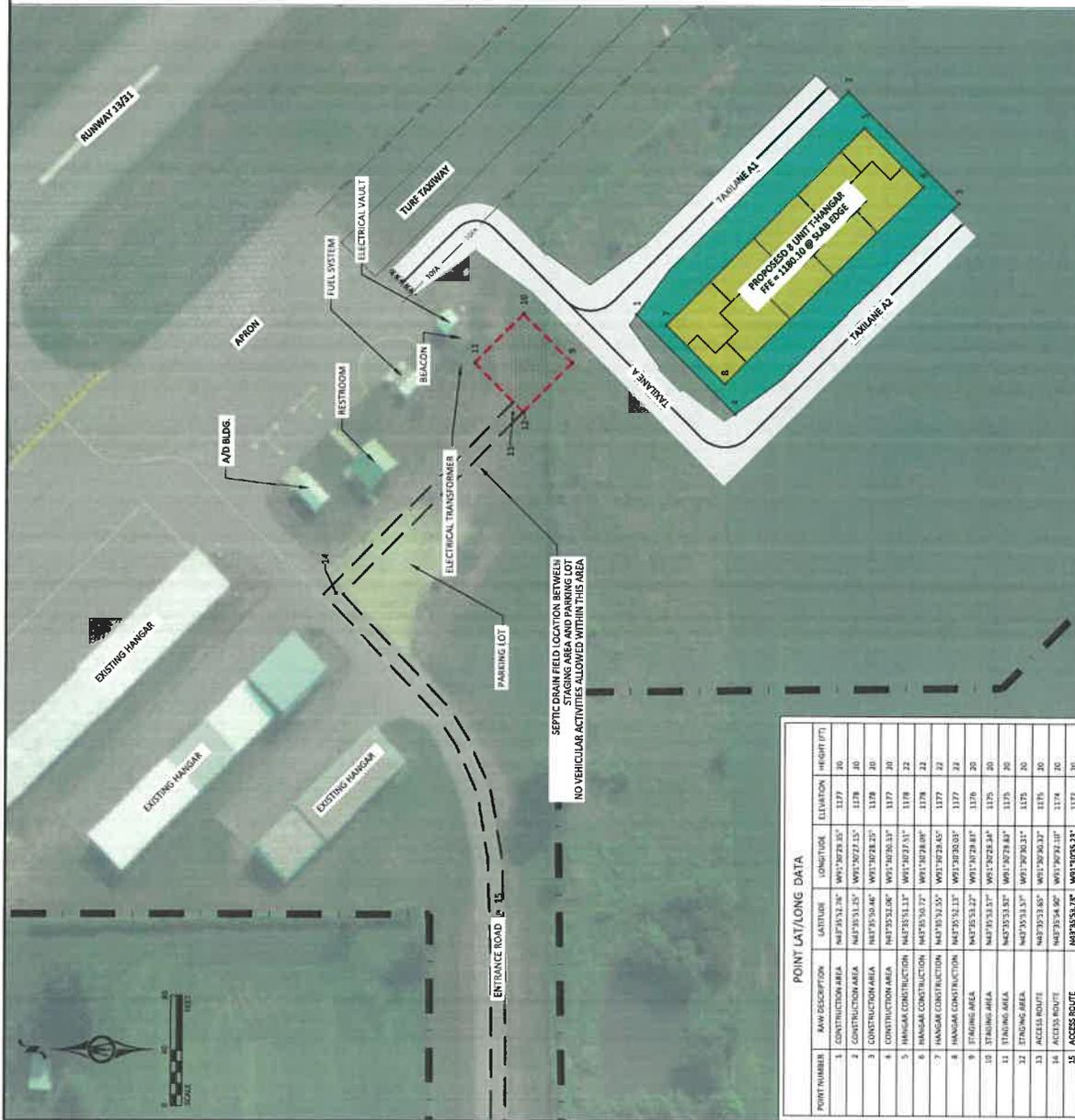
STATEMENT OF ESTIMATED QUANTITIES			
APFC NO.	ITEM	UNIT	EST. QUANTITY
BASE BID - 8 UNIT T-HANGAR			
	8 UNIT T-HANGARS COMPLETE REGION BUILD	LUMP SUM	1
BID ALTERNATE - SUBJECT TPO DATA FOR 6 UNIT T-HANGAR			
	6 UNIT T-HANGARS COMPLETE REGION BUILD	LUMP SUM	1

**BOLTON & MENK**
  
 2500 48th STREET NW, SUITE 100
   
 ALPHARETTA, GA 30004
   
 PHONE (404) 208-4332
   
 EMAIL: [FOUNDER@BOLTON-MENK.COM](mailto:FOUNDER@BOLTON-MENK.COM)
  
 WWW.BOLTON-MENK.COM

PROJECT NO. \_\_\_\_\_
   
 SHEET NO. \_\_\_\_\_
   
 DATE \_\_\_\_\_

HOUSTON COUNTY AIRPORT (CHU)
   
 8 UNIT T-HANGAR CONSTRUCTION
   
 TITLE SHEET

SHEET  
G0.01



**SAFETY AND CONSTRUCTION INTERESTS**  
(SEE CONSTRUCTION SAFETY AND PHASING PLAN IN SPECIFICATIONS FOR ADDITIONAL DETAIL)

- AIRCRAFT OPERATIONS AREA**
- ALL AIRCRAFT REMAIN OPEN AND OPERATIONAL FOR THE DURATION OF THE PROJECT.
  - AIRPORT SHALL ISSUE ALL NOTAMS
- CONSTRUCTION EQUIPMENT:**
- ALL CONSTRUCTION EQUIPMENT MUST BE MARKED WITH A 3-FEET X 3-FEET ORANGE AND WHITE CHECKERED FLAG.
  - ALL FLASHING LIGHTS MUST BE OPERATIONAL AT ALL TIMES.
  - CONTRACTOR MUST OBTAIN APPROVAL FROM THE ENGINEER FOR ANY EQUIPMENT WHICH EXCEEDS A HEIGHT OF 30-FEET.
- SWEEPING AND CLEANING:**
- CONTRACTOR SHALL HAVE A SWEEPER ON-SITE AT ALL TIMES TO PICKUP DEBRIS FROM ACTIVE PAVEMENT AREAS AS IT OCCURS.
- HAUL ROUTES:**
- HAUL ROUTES AND ACCESS TO THE CONSTRUCTION SITE ARE DEPICTED ON THIS SHEET.
  - CONTRACTOR SHALL OBTAIN APPROVAL FROM THE ENGINEER FOR ALL HAUL ROUTES AND ACCESS TO RUNWAY OR TAXIWAY IS OPEN TO AIR TRAFFIC. THE CONTRACTOR MUST OBTAIN RADIO CLEARANCE PRIOR TO PROCEEDING.
  - THE AIRPORT FREQUENCY IS 122.50 MHz.
- STAGING AREA:**
- STAGING AREA SHALL BE RESTORED TO ORIGINAL CONDITION AT CONTRACTOR'S EXPENSE AFTER PROJECT IS COMPLETED.
  - EXACT LOCATION TO BE DETERMINED BY ENGINEER.

**CONSTRUCTION NOTES:**

- WORK ELEMENTS:**
- T-HANGAR CONSTRUCTION
  - HANGAR APRON CONSTRUCTION
- ACTIVE AREAS AFFECTED:**
- EXISTING TAXILANES ADJACENT TO NEW CONSTRUCTION
- DURATION:**
- CONSTRUCTION SHALL BE COMPLETED BY DECEMBER 1, 2025.

**LOW PROFILE BARRICADE NOTES:**

- 1) BARRICADES SHALL BE LOW PROFILE AND LOW MASS AS APPROVED BY ENGINEER.
- 2) TWO FLASHING RED LIGHTS ARE REQUIRED. LIGHTS SHALL BE ADDITIONAL OR ROTATE ONE LIGHT 90°. SECURELY FASTEN LIGHTS TO BARRICADE.
- 3) REFLECTIVE MEDIA SHALL BE ALTERNATING 6" WIDE BANDS OF INTERNATIONAL ORANGE AND WHITE ANGGLED AT 45°.
- 4) ALL BARRICADES SHALL BE CORELY WEIGHTED TO PREVENT MOVEMENT BY WINDY PABELLES.
- 5) SPACE BARRICADES 4' APART OR LESS AND EXTEND ACROSS PAVEMENT, EDGE TO EDGE.
- 6) CONTRACTOR SHALL INSPECT BARRICADES TWICE DAILY - BEFORE AND AFTER EACH WORK SHIFT. SITE AT THE END OF DAY.
- 7) DISTANCE BETWEEN LIGHTS SHALL NOT EXCEED 31'.



**LEGEND**

- PROPOSED 8 UNIT T-HANGAR
- WORK LIMITS
- CONSTRUCTION STAGING/STORAGE (50' X 50')
- LOW PROFILE BARRICADES
- CONTRACTOR ACCESS ROUTE
- EXISTING TAXILANE
- AIRPORT PROPERTY LINE

**1 LOW PROFILE BARRICADE DETAIL**

NOT TO SCALE

**2 VEHICLE WARNING FLAG**

NOT TO SCALE

**3**

NOT TO SCALE

**4**

NOT TO SCALE

**5**

NOT TO SCALE

**6**

NOT TO SCALE

**7**

NOT TO SCALE

POINT NUMBER	RAW DESCRIPTION	LATITUDE	LONGITUDE	ELEVATION	HEIGHT (FT)
1	CONSTRUCTION AREA	N47°33'32.26"	W81°52'28.35"	1127	30
2	CONSTRUCTION AREA	N47°33'31.25"	W81°52'27.15"	1128	30
3	CONSTRUCTION AREA	N47°33'30.46"	W81°52'28.23"	1129	30
4	CONSTRUCTION AREA	N47°33'32.48"	W81°52'28.33"	1127	30
5	HANGAR CONSTRUCTION	N47°33'31.13"	W81°52'27.51"	1128	22
6	HANGAR CONSTRUCTION	N47°33'30.27"	W81°52'28.02"	1128	22
7	HANGAR CONSTRUCTION	N47°33'31.55"	W81°52'28.65"	1127	22
8	HANGAR CONSTRUCTION	N47°33'32.33"	W81°52'28.03"	1127	22
9	STAGING AREA	N47°33'32.27"	W81°52'28.87"	1126	20
10	STAGING AREA	N47°33'33.37"	W81°52'28.34"	1125	20
11	STAGING AREA	N47°33'33.07"	W81°52'28.67"	1125	20
12	STAGING AREA	N47°33'33.37"	W81°52'28.37"	1125	20
13	ACCESS ROUTE	N47°33'33.05"	W81°52'28.33"	1125	20
14	ACCESS ROUTE	N47°33'34.06"	W81°52'28.11"	1124	20
15	ACCESS ROUTE	N47°33'33.17"	W81°52'28.23"	1127	20

SEPTIC DRAIN FIELD LOCATION BETWEEN TAXIWAY A1 AND TAXIWAY A2  
NO VEHICULAR ACTIVITIES ALLOWED WITHIN THIS AREA

ENTRANCE ROAD

PARKING LOT

EXISTING HANGAR

EXISTING HANGAR

EXISTING HANGAR

APRON

RESTROOM

BEACON

ELECTRICAL TRANSFORMER

FUEL SYSTEM

ELECTRICAL VAULT

TURB TAXIWAY

TAXIWAY A1

TAXIWAY A2

TAXIWAY A3

TAXIWAY A4

TAXIWAY A5

TAXIWAY A6

TAXIWAY A7

TAXIWAY A8

TAXIWAY A9

TAXIWAY A10

TAXIWAY A11

TAXIWAY A12

TAXIWAY A13

TAXIWAY A14

TAXIWAY A15

TAXIWAY A16

TAXIWAY A17

TAXIWAY A18

TAXIWAY A19

TAXIWAY A20

TAXIWAY A21

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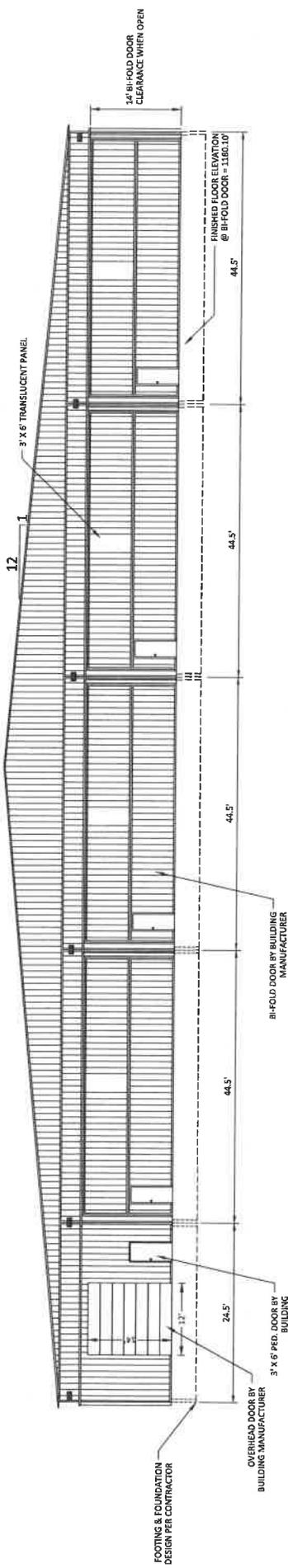
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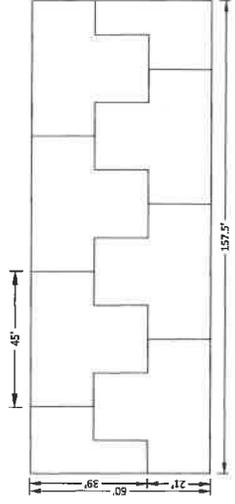




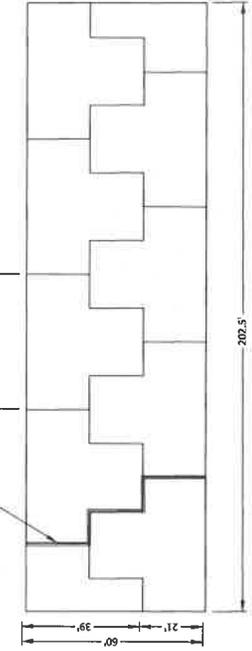


ELEVATION VIEW  
NOT TO SCALE

NOTE:  
CORRUGATIONS ON METAL ROOF SHALL RUN  
PARALLEL WITH THE LENGTH OF THE BUILDING.  
PROCESSED BUILDING SHALL DRAIN WATER  
OFF OF THE BUILDING ENDS.

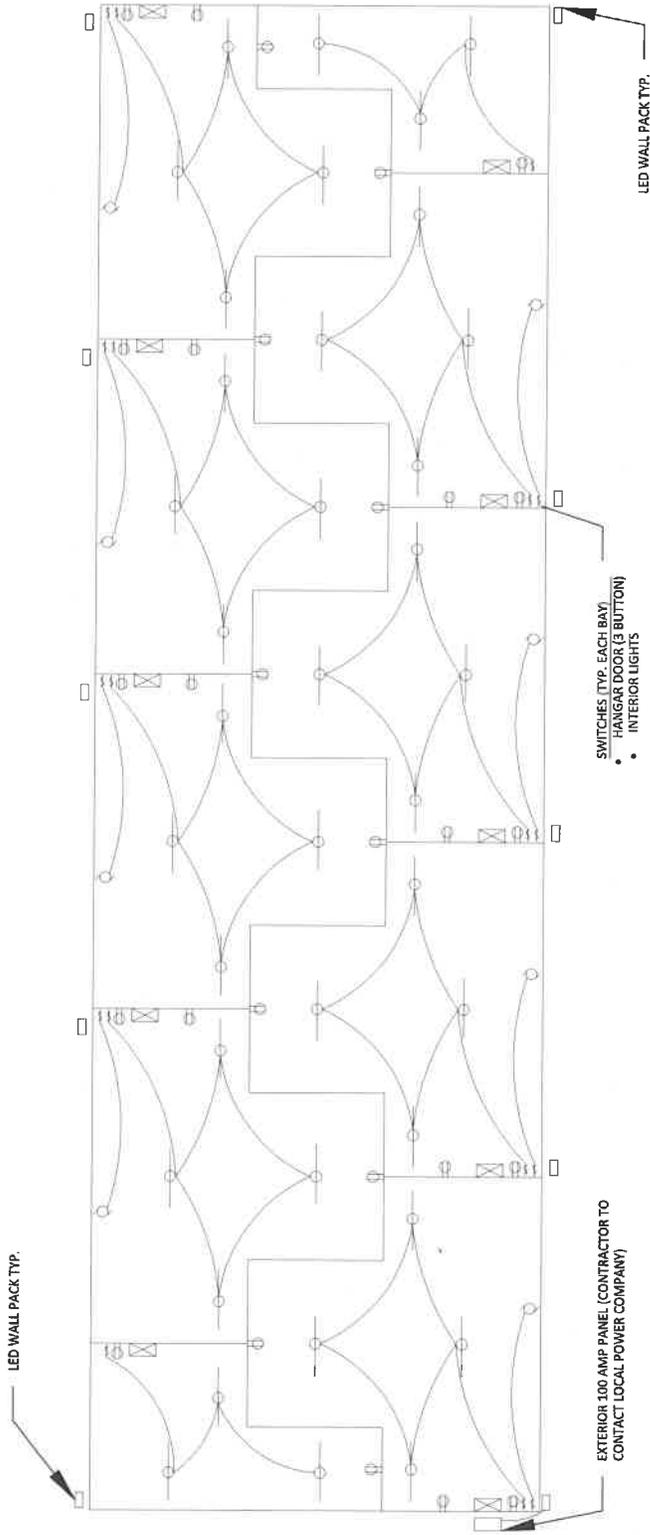


PLAN VIEW - 6 UNIT T-HANGAR  
NOT TO SCALE



PLAN VIEW - 8 UNIT T-HANGAR  
NOT TO SCALE

		<b>BOLTON &amp; MENK</b> 2500 49th STREET NW, SUITE 100 PHONE: (507) 268-4332 EMAIL: RODRIGUEZ@BOLTON-MENK.COM WWW.BOLTONMENK.COM		SHEET <b>C8.01</b>
PROJECT NO. 2024.13.241	DATE 01/22/2025	DRAWN BY S. L. P. PARRAR	CHECKED BY [Signature]	PROJECT HOUSTON COUNTY AIRPORT (CHU) 8 UNIT T-HANGAR CONSTRUCTION HANGAR ELEVATIONS & FLOOR PLAN



LED WALL PACK TYP.

SWITCHES (TYP. EACH BAY)  
 • HANGAR DOOR (3 BUTTON)  
 • INTERIOR LIGHTS

EXTERIOR 100 AMP PANEL (CONTRACTOR TO CONTACT LOCAL POWER COMPANY)

LED WALL PACK TYP.

**LEGEND**

- 8" LED LIGHT BAR
- LED WALL PACK
- INTERIOR 100 AMP PANEL
- OUTLET, 20 A GFCI DUPLEX OUTLET
- SWITCHES

<p><b>BOLTON &amp; MENK</b></p> <p>2500 45RD STREET, NW, SUITE 100          HOUSTON, TEXAS 77057          PHONE (832) 288-8333          EMAIL: HOUSTON@BOLTON-AND-MENK.COM          WWW.BOLTON-AND-MENK.COM</p>		<p>PROJECT: _____</p> <p>DATE: _____</p> <p>SCALE: _____</p> <p>DATE: _____</p>	<p>DRW: _____</p> <p>CHK: _____</p> <p>APP: _____</p> <p>DATE: _____</p>	<p>REV: _____</p> <p>DATE: _____</p> <p>BY: _____</p>	<p>REV: _____</p> <p>DATE: _____</p> <p>BY: _____</p>
<p><b>HOUSTON COUNTY AIRPORT (CHU)</b>          8 UNIT-HANGAR CONSTRUCTION          ELECTRICAL PLAN</p>		<p>PROJECT: _____</p> <p>DATE: _____</p> <p>SCALE: _____</p> <p>DATE: _____</p>			

DRW: \_\_\_\_\_

CHK: \_\_\_\_\_

APP: \_\_\_\_\_

DATE: \_\_\_\_\_

REV: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

# Houston County Agenda Request Form

Date Submitted: May 1, 2025 Board Date: May 6, 2025

Person requesting appointment with County Board: Brian Pogodzinski

**Issue:**

MCIT has determined the plow truck involved in a crash on March 19th to be considered a total loss.

**Attachments/Documentation for the Board's Review:**

Market Valuation Report

MCIT e-mail

**Justification:**

**Action Requested:**

Accept MCIT's offer of \$215,171 (\$216,136 value - \$1,000 deductible + \$35 title/transfer fees) if we transfer to title to MCIT or \$198,442 if we retain the title.

For County Use Only						
<b><u>Reviewed by:</u></b>	_____	County Auditor	_____	County Attorney	_____	Zoning Administrator
	_____	Finance Director	_____	County Engineer	_____	Environmental Services
	_____	IS Director	_____	Other (indicate dept)	_____	
<b><u>Recommendation:</u></b>						
<b><u>Decision:</u></b>						

All agenda request forms must be submitted to Allison Wagner at [BOC@co.houston.mn.us](mailto:BOC@co.houston.mn.us) by 12:00 p.m. on Thursday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and determine if the request will be heard at a County Board meeting.

**From:** Tom Kolthoff <[tkolthoff@mcit.org](mailto:tkolthoff@mcit.org)>  
**Sent:** Wednesday, April 23, 2025 10:40 AM  
**To:** Brian Pogodzinski <[Brian.Pogodzinski@co.houston.mn.us](mailto:Brian.Pogodzinski@co.houston.mn.us)>  
**Cc:** [jordan.goeden@co.houston.mn.us](mailto:jordan.goeden@co.houston.mn.us) <[jordan.goeden@co.houston.mn.us](mailto:jordan.goeden@co.houston.mn.us)>;  
[polly.heberlein@co.houston.mn.us](mailto:polly.heberlein@co.houston.mn.us) <[polly.heberlein@co.houston.mn.us](mailto:polly.heberlein@co.houston.mn.us)>  
**Subject:** RE: Update regarding MCIT claim number <25PC0315>

**\*\*\* HOUSTON COUNTY SECURITY NOTICE \*\*\***

This email originated from an external sender. Exercise caution before clicking on any links or attachments and consider whether you know the sender. For more information please contact HelpDesk.

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Hello again Brian,

I just received a call from the county indicating that the county board wished to discuss this issue again in a week.

I wanted to stress the issue of storage fees at the repair shop. Once a repair facility learns that a vehicle on their property is not going to be repaired, that shop will charge a daily storage fee from the day the vehicle first reached the shop. If the county wishes to have additional time to discuss whether the county will or will not retain the salvage vehicle, the county would be responsible for the additional storage fees that accrue during that time.

I haven't yet confirmed the amount of the daily storage charge with the shop, but it often can be \$100/day or more.

**Tom Kolthoff**  
Property/Casualty Claims Representative  
100 Empire Drive, Suite 100  
St. Paul, MN 55103  
Phone: 651-209-6471  
Email: [tkolthoff@mcit.org](mailto:tkolthoff@mcit.org)



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**From:** Tom Kolthoff  
**Sent:** Wednesday, April 23, 2025 10:13 AM  
**To:** 'Brian Pogodzinski' <[Brian.Pogodzinski@co.houston.mn.us](mailto:Brian.Pogodzinski@co.houston.mn.us)>  
**Subject:** RE: Update regarding MCIT claim number <25PC0315>

Hello Brian,

I just called your office but they told me you are out this week.

As for the truck, the county can either retain the entire salvage vehicle or pass the entire vehicle on to MCIT. If the county retained the truck with the plans to repair it and return it to use, it is important to note that the MCIT Coverage Document would not allow the county to carry collision or comprehensive coverage on the vehicle, even if it was repaired to pre-loss condition.

If the county chose to retain the vehicle, our offer would be revised to subtract the \$35 title/transfer fee and the high salvage bid of \$23,000, making the new net offer \$198,442. If you wish to retain the vehicle please let me know as quickly as possible, as the shop will be charging for storage of the vehicle from the date it first arrived there, and I had planned to ask the salvage buyer to pick the vehicle up this week.

Also, we already issued payment to the county in the amount of \$215,171, so a refund would need to be issued to MCIT if the county chose to retain the salvage.

If you have questions, please feel free to contact me.

**Tom Kolthoff**  
Property/Casualty Claims Representative  
100 Empire Drive, Suite 100  
St. Paul, MN 55103  
Phone: 651-209-6471  
Email: [tkolthoff@mcit.org](mailto:tkolthoff@mcit.org)



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## REPORT SUMMARY

### CLAIM INFORMATION

Owner	Houston County Caledonia, MN 55921
Loss Unit	Class 8 2022 Mack GRANITE 6X4 Mack 425 Mp8 783
Loss Unit Type	TRUCKS
Loss Incident Date	03/19/2025
Claim Reported	04/16/2025

### INSURANCE INFORMATION

Report Reference Number	124854386
Claim Reference	25PC0315
Adjuster	Kolthoff, Tom
Appraiser	Orfe, Kurt
Odometer	25,736
Last Updated	04/16/2025 09:54 AM

### VALUATION SUMMARY

<b>Base Value</b>	<b>\$ 208,204.00</b>
SWENSON BELT OVER CHAIN CONVEYOR	+ \$ 7,932.00
<b>Adjusted Value</b>	<b>\$ 216,136.00</b>

**Total \$ 216,136.00**

The total may not represent the total of the settlement as other factors (e.g. license and fees) may need to be taken into account.

The CCC ONE® Market Valuation Report reflects CCC Intelligent Solutions Inc.'s opinion as to the value of the loss unit, based on information provided to CCC by ABSOLUTE ADJUSTING, LLC.

#### BASE VALUE

This is derived from comparable unit(s) available or recently available in the marketplace at the time of valuation, per our valuation methodology described on the next page.

#### Inside the Report

Valuation Methodology.....	2
Loss Unit Information.....	3
Comparable Units.....	5
Valuation Notes.....	8
Supplemental Information.....	9

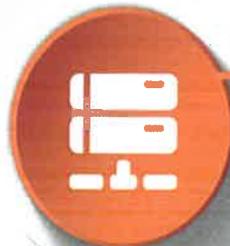
## VALUATION METHODOLOGY

### How was the valuation determined?



#### CLAIM INSPECTION

ABSOLUTE ADJUSTING, LLC has provided CCC with the zip code where the loss unit is garaged, loss unit VIN, mileage/hours, options and additional equipment, as well as loss unit condition, which is used to assist in determining the value of the loss unit.



#### DATABASE REVIEW

CCC maintains an extensive database of units that currently are or recently were available for sale in the U.S. This database includes units advertised for sale by dealerships or private parties. All of these sources are updated regularly.

#### SEARCH FOR COMPARABLES

When a valuation is created the database is searched and comparable units are selected. On current year units, new units for sale at the time of the valuation may have been used. The zip code where the loss unit is garaged determines the starting point for the search. Comparable units are similar to the loss unit based on relevant factors. If a sufficient number of comparable units cannot be located, CCC may also obtain dealer quotations for a unit with attributes as reported by the insurer.



#### CALCULATE VALUATION

Adjustments to the price of the selected comparable units are made to reflect differences in attributes, including mileage/hours, options, additional equipment, refurbishments, after factory equipment, and condition. Dollar adjustments are based upon market research. Finally, the Base Value is the straight average of the adjusted values of the comparable units. Due to the unique nature of the loss units valued in the Commercial and Recreational Vehicle division, a valuation specialist handles each request individually.



## LOSS UNIT INFORMATION

### CHASSIS DETAILS

Location	Caledonia , MN 55921
VIN	1M2GR4GC2NM027711
Year	2022
Make	Mack
Model	GRANITE 6X4
Drivetrain	6X4
Engine -	
Description	MP8
Displacement	783
# of Axles (Excluding Tag & Push)	3
# of Drive Axles	2
Front Axle Rating (lbs.)	18000
Rear Axle Rating (lbs.)	46000
Front Wheel Type	Steel
Outside Rear Wheel Type	Steel
Inside Rear Wheel Type	Steel
Front % of Wear Remaining	80
Rear % Wear remaining	80
Fuel Tank Type	Aluminum
# of Tanks/Size (Gal.)	2/100

### BODY DETAILS

Body Type	DUMP
Year	2021
Make	TOWMASTER
Model	M12568-1915777-2021
Length(feet)	15
Exterior Construction	Stainless Steel

### LOSS UNIT CONDITION

	Condition
Truck Rating	Average
Body Rating	Average

Vehicles sold in the United States are required to have a manufacturer assigned Vehicle Identification Number(VIN). This number provides certain specifications of the vehicles .

Please review the information in the Loss Unit Information Section to confirm the reported mileage and condition, and to verify that the information accurately reflects the options, additional equipment, refurbishments or other aspects of the loss unit that may impact the value.

ABSOLUTE ADJUSTING, LLC uses condition inspection guidelines to determine the condition of the loss unit prior to the loss. The guidelines describe physical characteristics for the loss unit, for the condition selected based upon age. Inspection Notes reflect observations from the appraiser regarding the loss unit's condition.

**LOSS UNIT EQUIPMENT**

<b>SR - Suspension</b>	SPRING SUSPENSION	✓
<b>5W - 5th Wheel/Brakes</b>	JAKE BRAKE	✓
	AIR BRAKES	✓
<b>PQ - Power</b>	POWER STEERING	✓
	POWER BRAKES	✓
	POWER WINDOWS	✓
	POWER LOCKS	✓
<b>CR - Radio</b>	AM RADIO	✓
	FM RADIO	✓
	STEREO	✓
<b>OU - Other</b>	POWER TAKE-OFF (PTO)	✓
<b>DX - Decor/Convenience</b>	AIR CONDITIONING	✓
	CRUISE CONTROL	✓
	STEERING WHEEL TOUCH CONTROLS	✓
	DUAL MIRRORS	✓

To the left is the equipment of the loss unit that ABSOLUTE ADJUSTING, LLC provided to CCC.

**ADDITIONAL EQUIPMENT**

Snow Plow Municipal W/Wing, Scrape	✓
Side Boards	✓
Hands Free	✓
Locking Differential	✓

 **COMPARABLE UNITS**

CHASSIS	Loss Unit	Comp 1	Comp 2
Price		\$189,500	\$179,950
<b>Year/Make/Model</b>	2022 Mack GRANITE 6X4	2022 Mack GRANITE 6X4	2022 Mack GRANITE 6X4
Odometer	25,736	144,423	178,146
<b>Configuration</b>			
Push Axle Rating		20000	
Inside Rear Wheel Type	Steel	Aluminum	Aluminum
Engine Horse Power	425	455	425
Fuel Tank Type	Aluminum	Aluminum	Aluminum
# of Push Axles		1	
Outside Rear Wheel Type	Steel	Aluminum	Aluminum
Body Make	TOWMASTER	BRANDON	TEBCO
Engine Manufacturer	MACK	MACK	MACK
Drivetrain	6X4	6X4	6X4
Truck Valuation Type	W	W	W
Body Model	M12568-1915777-	UNK	UNK
Front Axle Rating(lbs.)	18000	18000	20000
Front % of wear remaining	80		
Front Wheel Type	Steel	Aluminum	Aluminum
# of Axles (Excluding Tag & Push)	3	3	3
# of Tanks/Size(Gal.)	2/100	2/120	2/125
Model Description	MP8	MP8	MP7-355E
Length(ft.)	15	17	17
Body Year	2021	2022	2022
Trans Model #/Speed	AT	ATSHIFT	ATSHIFT
Rear % of wear remaining	80		
Engine Displacement	783	783	659
Rear Axle Rating(lbs.)	46000	46000	44000
# of Drive Axles	2	2	2
Interior		Standard	Standard
<b>Options</b>			
AA - Air Brakes	✓	✓	✓
CC - Cruise Control	✓	✓	✓
GG - Grill Guard	✗	✓	✓
ST - Stereo	✓	✓	✓
CD - CD Player	✗	✗	✓
AC - Air Conditioning	✓	✓	✓
PS - Power Steering	✓	✓	✓

**Comp 1** Updated Date: 04/15/2025  
**2022 Mack GRANITE 6X4**  
**VIN 1M2GR4GC5NM027511**  
**Dealership BRUCKNER TRUCK SALES**  
**Location Oklahoma City, OK**  
**Telephone (833) 885-4475**  
**Source Dealer Ad**  
**Stock # B1058P**

**Comp 2** Updated Date: 04/15/2025  
**2022 Mack GRANITE 6X4**  
**VIN 1M2GR2GC9NM025331**  
**Dealership NEXTRAN TRUCK CENTER**  
**Location Duluth, GA**  
**Telephone (888) 859-4854**  
**Source Dealer Ad**  
**Stock # 15MU025331**

**Comparables** used in the determination of the Base Value are not intended to be replacement units but are reflective of the market value, and may no longer be available for sale.

**Price** is the amount that the dealership will accept to sell the unit, though a lower price may be obtainable through negotiation.

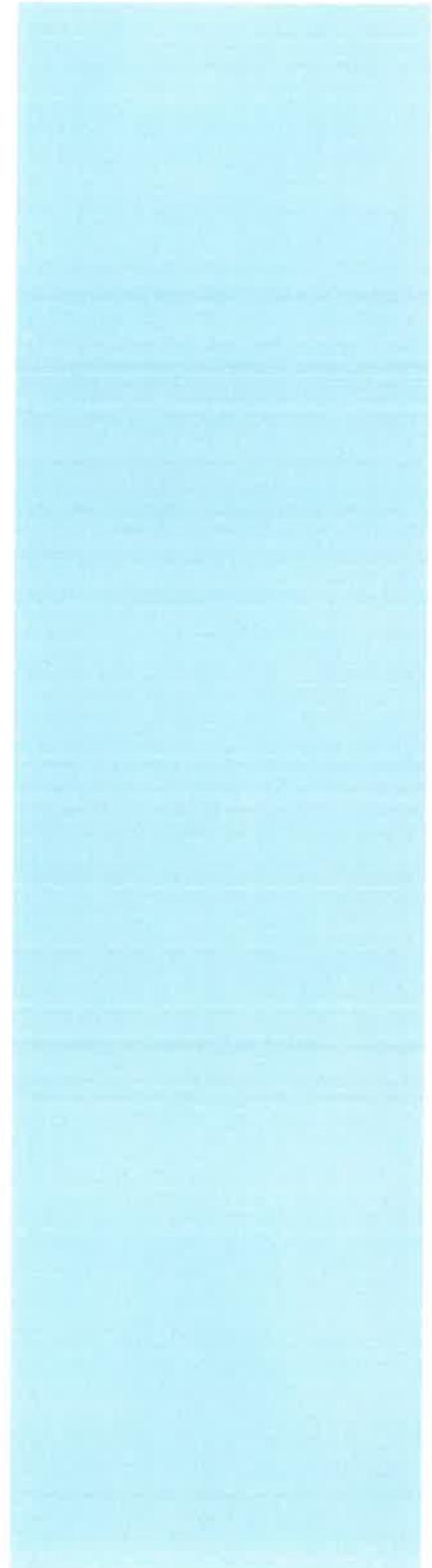
 **COMPARABLE UNITS**

CHASSIS	Loss Unit	Comp 1	Comp 2
TW - Tilt Wheel	x	✓	✓
AD - Air Ride Suspension	x	✓	x
M3 - Auxiliary Audio Connection	x	✓	✓
FM - FM Radio	✓	✓	✓
PW - Power Windows	✓	✓	✓
DM - Dual Mirrors	✓	✓	✓
AM - AM Radio	✓	✓	✓
IW - Intermittent Wipers	x	✓	x
PB - Power Brakes	✓	✓	✓
JA - Jake Brake	✓	✓	✓
CZ - Camel Back Suspension	x	x	✓
PK - Power Take-Off (Pto)	✓	✓	✓
PL - Power Locks	✓	✓	✓
TQ - Steering Wheel Touch Controls	✓	✓	✓
S1 - Spring Suspension	✓	x	x
<b>Additional Equipment</b>			
Pintle Hitch	x	✓	x
Aluminum Wheels On Push Axle	x	✓	x
Cab Shield	x	✓	x
Tool Box	x	x	✓
Snow Plow Municipal W/wing, Scrape	✓	x	x
Locking Differential	✓	✓	x
Electric Tarp	x	✓	x
Side Boards	✓	✓	✓
Hands Free	✓	✓	✓
Tarp	x	x	✓
Sun Visor	x	✓	✓
<b>Body</b>			
Exterior Construction	Stainless Steel	Steel	Steel
Body Type	DUMP	DUMP	DUMP
<b>Truck Condition</b>	Average	Average	Average
<b>Body Condition</b>	Average	Average	Average

**Adjustments:**

**Configuration**

Push Axle Rating - \$ 1,475



 **COMPARABLE UNITS**

Inside Rear Wheel Type	- \$ 794	- \$ 794
Engine Horse Power	- \$ 750	\$ 0
# of Push Axles	- \$ 1,822	
Outside Rear Wheel Type	- \$ 794	- \$ 794
Front Axle Rating(lbs.)	\$ 0	- \$ 804
Front % of wear remaining	\$ 114	\$ 114
Front Wheel Type	- \$ 356	- \$ 356
Length(ft.)	- \$ 334	- \$ 334
Body Year	- \$ 30	- \$ 530
Trans Model #/Speed	\$ 2,120	\$ 2,120
Rear % of wear remaining	\$ 456	\$ 456

**Additional Equipment**

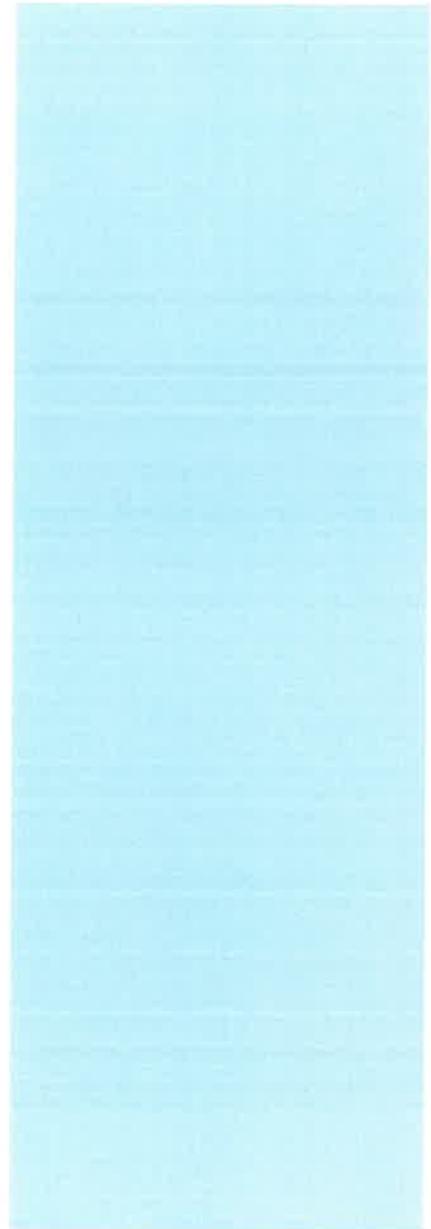
Pintle Hitch	- \$ 92	
Aluminum Wheels On Push Axle	- \$ 356	
Cab Shield	- \$ 189	
Tool Box		- \$ 140
Snow Plow Municipal W/wing, Scrape	\$ 24,294	\$ 24,294
Locking Differential	\$ 0	\$ 857
Electric Tarp	- \$ 709	
Tarp		- \$ 365
Sun Visor	- \$ 147	- \$ 147

**Options**

GG - Grill Guard	- \$ 1,310	- \$ 1,310
CD - CD Player		- \$ 75
TW - Tilt Wheel	- \$ 175	- \$ 175
AD - Air Ride Suspension	- \$ 876	
M3 - Auxiliary Audio Connection	- \$ 100	- \$ 100
CZ - Camel Back Suspension		- \$ 1,954
<b>Odometer</b>	\$ 4,649	\$ 5,671

<b>Truck Condition</b>	\$ 0	\$ 0
<b>Body Condition</b>	\$ 0	\$ 0

<b>Adjusted Comparable Value</b>	<b>\$210,824</b>	<b>\$205,584</b>
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 VALUATION NOTES

04/15/2025 10:05 - LIVE BOTTOM NOT INCLUDED IN VALUE DUE TO INSUFFICIENT INFORMATION PROVIDED.

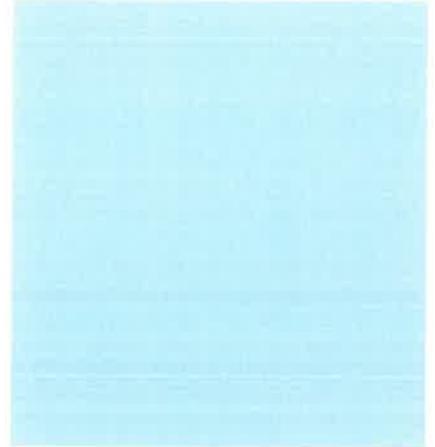
04/15/2025 10:04 - STANDARD EQUIPMENT: AC PK

04/15/2025 10:04 - AVERAGE MILES = 92,937

The following information was provided after the valuation was completed

04/16/2025 09:54 - Pre/Post Tax data modified after Valuation

This Market Valuation Report has been prepared exclusively for use by ABSOLUTE ADJUSTING, LLC, and no other person or entity is entitled to or should rely upon this Market Valuation Report and/or any of its contents. CCC is one source of valuations, and there are other valuation sources available.



## SUPPLEMENTAL INFORMATION



### LOSS UNIT HISTORY INFORMATION

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Using the VIN for this loss unit, VINGuard® detected discrepancies or prior history requiring additional research. Please review the information detailed below.

#### **VINGuard®**

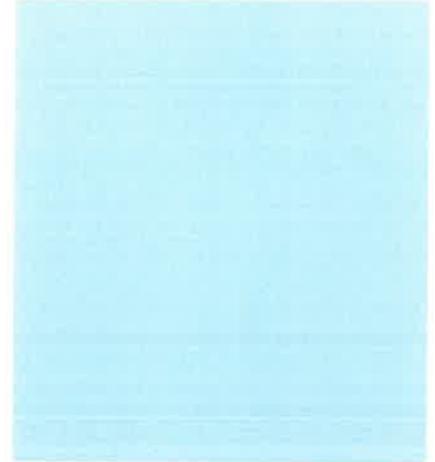
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VINGuard® Message: VINGuard has decoded this VIN without any errors

#### **Previous Total Loss Submission:**

---

Duplicate VIN 124567659 - previously submitted by ABSOLUTE ADJUSTING, LLC(ABSO) 651-209-6471 on 04/01/2025 claim ref # 25PC0315



## SUPPLEMENTAL INFORMATION



### EXPERIAN® AUTOCHECK® VEHICLE HISTORY REPORT

TITLE CHECK	RESULTS FOUND
Abandoned	✓ No Abandoned Record Found
Damaged	✓ No Damaged Record Found
Fire Damage	✓ No Fire Damage Record Found
Grey Market	✓ No Grey Market Record Found
Hail Damage	✓ No Hail Damage Record Found
Insurance Loss	✓ No Insurance Loss Record Found
Junk	✓ No Junk Record Found
Rebuilt	✓ No Rebuilt Record Found
Salvage	✓ No Salvage Record Found
EVENT CHECK	RESULTS FOUND
NHTSA Crash Test Vehicle	✓ No NHTSA Crash Test Vehicle Record Found
Frame Damage	✓ No Frame Damage Record Found
Major Damage Incident	✓ No Major Damage Incident Record Found
Manufacturer Buyback/Lemon	✓ No Manufacturer Buyback/Lemon Record Found
Odometer Problem	✓ No Odometer Problem Record Found
Recycled	✓ No Recycled Record Found
Branded Title Auction	✓ No Branded Title Auction Record Found
Water Damage	✓ No Water Damage Record Found
VEHICLE INFORMATION	RESULTS FOUND
Accident	📄 Accident Record Found
Corrected Title	✓ No Corrected Title Record Found
Driver Education	✓ No Driver Education Record Found
Duplicate Title	✓ No Duplicate Title Record Found
Emissions Safety Inspection	✓ No Emissions Safety Inspection Record Found
Fire Damage Incident	✓ No Fire Damage Incident Record Found
Lease	✓ No Lease Record Found
Lien	✓ No Lien Record Found
Livery Use	✓ No Livery Use Record Found
Government Use	✓ No Government Use Record Found
Police Use	✓ No Police Use Record Found
Fleet	✓ No Fleet Record Found
Rental	✓ No Rental Record Found
Fleet and/or Lease	✓ No Fleet and/or Lease Record Found
Fleet and/or Rental	✓ No Fleet and/or Rental Record Found
Repossessed	✓ No Repossessed Record Found
Taxi use	✓ No Taxi use Record Found
Theft	✓ No Theft Record Found

CCC provides ABSOLUTE ADJUSTING, LLC information reported by Experian® regarding the 2022 Mack GRANITE 6X4 Mack 425 Mp8 783 ( 1M2GR4GC2NM027711 ). This data is provided for informational purposes. Unless otherwise noted in this Market Valuation Report, CCC does not adjust the value of the loss unit based upon this information.

**LEGEND :**

- ✓ No Event Found
- 🚫 Event Found
- 📄 Information Needed

**TITLE CHECK**

**THIS VEHICLE CHECKS OUT**

AutoCheck's result for this loss unit show no significant title events. When found, events often indicate automotive damage or warnings associated with the unit.

**EVENT CHECK**

**THIS VEHICLE CHECKS OUT**

AutoCheck's result for this loss unit show no historical events that indicate a significant automotive problem. These problems can indicate past previous car damage, theft, or other significant problems.

**VEHICLE INFORMATION INFORMATION FOUND**

AutoCheck found additional information on this loss unit. These records will provide more history for this loss unit

**ODOMETER CHECK**

**THIS VEHICLE CHECKS OUT**

AutoCheck's result for this loss unit show no indication of odometer rollback or tampering was found. AutoCheck determines odometer rollbacks by searching for records that indicate odometer readings less than a previously reported value. Other odometer events can report events of tampering, or possible odometer breakage.

## SUPPLEMENTAL INFORMATION



### FULL HISTORY REPORT RUN DATE: 04/16/2025

Below are the historical events for this vehicle listed in chronological order.

EVENT DATE	EVENT LOCATION	ODOMETER READING	DATA SOURCE	EVENT DETAIL
07/28/2021	LITCHFIELD, MN	11	Dealer Service	Vehicle Detailed
09/29/2021	CALEDONIA, MN		Motor Vehicle Dept.	Registration Event/ Renewal
10/27/2021	CALEDONIA, MN		Motor Vehicle Dept.	Title
10/27/2021	CALEDONIA, MN		Motor Vehicle Dept.	Excluded/Exempt
02/08/2022	CALEDONIA, MN		Motor Vehicle Dept.	Registration Event/ Renewal
02/08/2022	CALEDONIA, MN		Motor Vehicle Dept.	Excluded/Exempt
01/16/2024	CALEDONIA, MN		Motor Vehicle Dept.	Registration Event/ Renewal
01/16/2024	CALEDONIA, MN		Motor Vehicle Dept.	Excluded/Exempt
03/19/2025	MN		State Agency	Vehicle Overturned
03/19/2025	MN		State Agency	Vehicle Was Towed

#### AUTOCHECK TERMS AND CONDITIONS:

Experian's Reports are compiled from multiple sources. It is not always possible for Experian to obtain complete discrepancy information on all vehicles; therefore, there may be other title brands, odometer readings or discrepancies that apply to a vehicle that are not reflected on that vehicle's Report. Experian searches data from additional sources where possible, but all discrepancies may not be reflected on the Report.

These Reports are based on information supplied to Experian by external sources believed to be reliable, BUT NO RESPONSIBILITY IS ASSUMED BY EXPERIAN OR ITS AGENTS FOR ERRORS, INACCURACIES OR OMISSIONS. THE REPORTS ARE PROVIDED STRICTLY ON AN "AS IS WHERE IS" BASIS, AND EXPERIAN FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THIS REPORT.

YOU AGREE TO INDEMNIFY EXPERIAN FOR ANY CLAIMS OR LOSSES, INCLUDING COSTS, EXPENSES AND ATTORNEYS FEES, INCURRED BY EXPERIAN ARISING DIRECTLY OR INDIRECTLY FROM YOUR IMPROPER OR UNAUTHORIZED USE OF AUTOCHECK VEHICLE HISTORY REPORTS.

Experian shall not be liable for any delay or failure to provide an accurate report if and to the extent which such delay or failure is caused by events beyond the reasonable control of Experian, including, without limitation, "acts of God", terrorism, or public enemies, labor disputes, equipment malfunctions, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments, or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes.

These terms and the relationship between you and Experian shall be governed by the laws of the State of Illinois (USA) without regard to its conflict of law provisions. You and Experian agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Cook, Illinois.

# Houston County Agenda Request Form

Date Submitted: May 1, 2025 Board Date: May 6, 2025

Person requesting appointment with County Board: Brian Pogodzinski

**Issue:**

Request Board approval to accept 2026 Tandem Axle Truck bid from Nuss Truck and Equipment in the amount of \$158,517.18. This will be for a model 2026. Motor vehicle tax will be \$10,898.06. The trucks grand total will be \$169,415.24.

State Contract T-647(5) Contract #242595

**Attachments/Documentation for the Board's Review:**

Nuss Truck Quote

**Justification:**

This purchase is to replace the truck deemed a total loss. The price of the truck is the same as the truck approved in January.

**Action Requested:**

Accept the 2025 cab & chassis bid from Nuss Truck

For County Use Only			
<b>Reviewed by:</b>	_____ County Auditor	_____ County Attorney	_____ Zoning Administrator
	_____ Finance Director	_____ County Engineer	_____ Environmental Services
	_____ IS Director	_____ Other (indicate dept)	_____
<b>Recommendation:</b>			
<b>Decision:</b>			

All agenda request forms must be submitted to Allison Wagner at [BOC@co.houston.mn.us](mailto:BOC@co.houston.mn.us) by 12:00 p.m. o Thursday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and determine if the request will be heard at a County Board meeting.

### TANDEM AXLE CAB/CHASSIS

Exhibit D: Price Schedule

VENDOR NAME **NUSS TRUCK & EQUIPMENT**

MAKE AND MODEL **2025 MACK GRANITE 64FR (T) TA**

This section for use when ordering

WB	224"	Grand Total	\$ 158,517.18
CA	137" (Towmaster to verify)		
AF	63"		
Rear Ratio	4.30		
Cab Color	Omaha Orange (P9215)		
Wheel Color	White Steel		
Notes	Houston County,		

Spec #	Description	Qty	2025 Price	Subtotal
1.0	Price for Base Unit:	1	\$ 118,990.00	\$ 118,990.00
2.0	<b>FRAME OPTIONS</b>			
2.1	Front frame extension	1	\$ 1,210.00	\$ 1,210.00
2.2	Custom hole punching in frame		\$ 100.00	\$ -
2.3	Deduct for no front bumper		\$ (65.00)	\$ -
2.4	Frame fastener option (bolt or huck spun)	1	STD	
2.5	<b>Frame, R.B.M., S.M., PSI, CT</b>			
2.6	2,120,000 17.7 120,000 87 - 112 CA		\$ (64.00)	\$ -
2.7	2,120,000 17.7 120,000 113 - 133 CA		STD	
2.8	2,120,000 17.7 120,000 134 - 152 CA		\$ 107.00	\$ -
2.9	2,120,000 17.7 120,000 153 - 199 CA		\$ 406.00	\$ -
2.10	2,120,000 17.7 120,000 200 - 236 CA		\$ 482.00	\$ -
2.11	2,470,000 20.6 120,000 87 - 112 CA		\$ 176.00	\$ -
2.12	2,470,000 20.6 120,000 113 - 133 CA		\$ 240.00	\$ -
2.13	2,470,000 20.6 120,000 134 - 152 CA		\$ 347.00	\$ -
2.14	2,470,000 20.6 120,000 153 - 199 CA		\$ 646.00	\$ -
2.15	2,470,000 20.6 120,000 200 - 236 CA		\$ 722.00	\$ -
2.16	2,820,000 23.5 120,000 87 - 112 CA		\$ 521.00	\$ -
2.17	2,820,000 23.5 120,000 113 - 133 CA		\$ 585.00	\$ -
2.18	2,820,000 23.5 120,000 134 - 152 CA	1	\$ 692.00	\$ 692.00
2.19	2,820,000 23.5 120,000 153 - 199 CA		\$ 991.00	\$ -
2.20	2,820,000 23.5 120,000 200 - 236 CA		\$ 1,067.00	\$ -
2.21	3,160,000 26.3 120,000 87 - 112 CA		\$ 744.00	\$ -
2.22	3,160,000 26.3 120,000 113 - 133 CA		\$ 808.00	\$ -
2.23	3,160,000 26.3 120,000 134 - 152 CA		\$ 915.00	\$ -
2.24	3,160,000 26.3 120,000 153 - 199 CA		\$ 1,214.00	\$ -
2.25	3,160,000 26.3 120,000 200 - 236 CA		\$ 1,290.00	\$ -
2.26	<b>DOUBLE FRAME - PARTIAL IC REINFORCEMENT</b>			
2.27	3,230,000 26.9 120,000 87 - 112 CA		\$ 801.00	\$ -
2.28	3,230,000 26.9 120,000 113 - 133 CA		\$ 865.00	\$ -
2.29	3,230,000 26.9 120,000 134 - 152 CA		\$ 972.00	\$ -
2.30	3,230,000 26.9 120,000 153 - 199 CA		\$ 1,214.00	\$ -
2.31	3,230,000 26.9 120,000 200 - 236 CA		\$ 1,290.00	\$ -
2.32	3,580,000 29.8 120,000 87 - 112 CA		\$ 1,041.00	\$ -
2.33	3,580,000 29.8 120,000 113 - 133 CA		\$ 1,105.00	\$ -
2.34	3,580,000 29.8 120,000 134 - 152 CA		\$ 1,212.00	\$ -
2.35	3,580,000 29.8 120,000 153 - 199 CA		\$ 1,511.00	\$ -
2.36	3,580,000 29.8 120,000 200 - 236 CA		\$ 1,587.00	\$ -
2.37	3,920,000 32.7 120,000 87 - 112 CA		\$ 1,376.00	\$ -
2.38	3,920,000 32.7 120,000 113 - 133 CA		\$ 1,450.00	\$ -
2.39	3,920,000 32.7 120,000 134 - 152 CA		\$ 1,657.00	\$ -
2.40	3,920,000 32.7 120,000 153 - 199 CA		\$ 1,856.00	\$ -
2.41	3,920,000 32.7 120,000 200 - 236 CA		\$ 1,932.00	\$ -
2.42	4,260,000 35.5 120,000 87 - 112 CA		\$ 1,832.00	\$ -
2.43	4,260,000 35.5 120,000 113 - 133 CA		\$ 1,673.00	\$ -
2.44	4,260,000 35.5 120,000 134 - 152 CA		\$ 2,003.00	\$ -
2.45	4,260,000 35.5 120,000 154 - 199 CA		\$ 2,301.00	\$ -
2.46	4,260,000 35.5 120,000 200 - 236 CA		\$ 2,384.00	\$ -
2.47	<b>DOUBLE FRAME - FULL IC REINFORCEMENT</b>			
2.48	3,230,000 26.9 120,000 87 - 112 CA		\$ 1,001.00	\$ -
2.49	3,230,000 26.9 120,000 113 - 133 CA		\$ 1,065.00	\$ -
2.50	3,230,000 26.9 120,000 134 - 152 CA		\$ 1,172.00	\$ -

2.51	3,230,000	26.9	120,000	153 - 199 CA		\$	1,414.00	\$	-
2.52	3,230,000	26.9	120,000	200 - 236 CA		\$	1,490.00	\$	-
2.53	3,580,000	29.8	120,000	87 - 112 CA		\$	1,241.00	\$	-
2.54	3,580,000	29.8	120,000	113 - 133 CA		\$	1,305.00	\$	-
2.55	3,580,000	29.8	120,000	134 - 152 CA		\$	1,412.00	\$	-
2.56	3,580,000	29.8	120,000	153 - 199 CA		\$	1,711.00	\$	-
2.57	3,580,000	29.8	120,000	200 - 236 CA		\$	1,787.00	\$	-
2.58	3,580,000	29.8	120,000	87 - 112 CA		\$	1,576.00	\$	-
2.59	3,580,000	29.8	120,000	113 - 133 CA		\$	1,650.00	\$	-
2.60	3,580,000	29.8	120,000	134 - 152 CA		\$	1,857.00	\$	-
2.61	3,580,000	29.8	120,000	153 - 199 CA		\$	2,056.00	\$	-
2.62	3,580,000	29.8	120,000	200 - 236 CA		\$	1,787.00	\$	-
2.63	3,920,000	32.7	120,000	87 - 112 CA		\$	1,576.00	\$	-
2.64	3,920,000	32.7	120,000	113 - 133 CA		\$	1,650.00	\$	-
2.65	3,920,000	32.7	120,000	134 - 152 CA		\$	1,857.00	\$	-
2.66	3,920,000	32.7	120,000	153 - 199 CA		\$	2,056.00	\$	-
2.67	3,920,000	32.7	120,000	200 - 236 CA		\$	2,132.00	\$	-
2.68	4,260,000	35.5	120,000	87 - 112 CA		\$	2,032.00	\$	-
2.69	4,260,000	35.5	120,000	113 - 133 CA		\$	1,873.00	\$	-
2.70	4,260,000	35.5	120,000	134 - 152 CA		\$	2,203.00	\$	-
2.71	4,260,000	35.5	120,000	153 - 199 CA		\$	2,501.00	\$	-
2.72	4,260,000	35.5	120,000	200 - 236 CA		\$	2,584.00	\$	-
2.73	<b>TRIPLE FRAME - FULL IC REINFORCEMENT</b>								
2.74	5,688,000	47.4	120,000	87 - 112 CA		\$	4,960.00	\$	-
2.75	5,688,000	47.4	120,000	113 - 133 CA		\$	5,024.00	\$	-
2.76	5,688,000	47.4	120,000	134 - 152 CA		\$	5,131.00	\$	-
2.77	5,688,000	47.4	120,000	153 - 199 CA		\$	5,430.00	\$	-
2.78	5,688,000	47.4	120,000	200 - 236 CA		\$	5,506.00	\$	-
2.79	Flush bright finish channel steel					\$	113.00	\$	-
2.80	Extended stylized-silver-bright finish steel w/stone guard					\$	1,495.00	\$	-
2.81	Extended - swept back steel, bright finish with stone guard - includes center tow pin					\$	1,139.00	\$	-
2.82	Mill finish, flush mounted, unpainted aluminum					\$	68.00	\$	-
2.83	Extended swept back channel steel (includes center tow pin) w/stone guard					\$	805.00	\$	-
2.84	Extended swept back channel steel with bright finish w/painted center tow pin					\$	620.00	\$	-
2.85	Extended swept back steel channel w/bright finish					\$	258.00	\$	-
2.86	Extended swept back painted steel				1		STD		
2.87	Flush painted steel					\$	(15.00)	\$	-
2.88	Flush stainless clad aluminum					\$	143.00	\$	-
2.89	Plate type radiator guard					\$	105.00	\$	-
2.90	Bright finish plate type radiator guard					\$	258.00	\$	-
2.91	Rust Protection Between Frame Rails & Liners					\$	633.00	\$	-
2.92	BOC crossmember, steel HD back to back channel intermediate					\$	129.00	\$	-
2.93	BOC & intermediate crossmember, HD I-Beam					\$	211.00	\$	-
3.0	<b>FRONT AXLE/SUSPENSION/BRAKE/OPTION</b>								
3.1	Set forward front axle option				1		STD		
3.2	12,000 front axle & matching suspension - Mack FXL12						STD		
3.3	14,600 front axle & matching suspension - Mack FXL14.6					\$	771.00	\$	-
3.4	16,000 front axle and matching suspension					\$	999.00	\$	-
3.5	18,000 front axle and matching suspension - Mack FXL18				1	\$	1,361.00	\$	1,361.00
3.6	20,000 front axle and matching suspension - Mack FXL20					\$	2,147.00	\$	-
3.7	23,000 front axle and matching suspension - Mack FXL23					\$	2,448.00	\$	-
3.8	Heavy duty front axle shocks				1		STD		
3.9	Front stabilizer bar						No Bid		
3.10	Right hand air bag suspension per Spec 3.7, Driver controlled						No Bid		
3.11	Left air bag suspension per Spec 3.7, Driver controlled						No Bid		
3.12	Front axle lubrication cap with slotted venthole						No Bid		
3.13	Front brake dust shields				1	\$	22.00	\$	22.00
3.14	Dual front auxiliary steering gear					\$	661.00	\$	-
3.15	RH spring build up for wing plow application					\$	91.00	\$	-
3.16	LH spring build up for wing plow application					\$	91.00	\$	-
3.17	All wheel drive front axle					\$	43,000.00	\$	-
3.18	Twin Steer Front Axle					\$	18,500.00	\$	-
3.19	Aluminum front hubs					\$	103.00	\$	-
3.20	Centerfuse outboard mounted brake drums					\$	252.00	\$	-
3.21	Multileaf front spring ILO taperleaf (2 leaf spring)					\$	35.00	\$	-
3.22	HD multileaf front spring ILO taperleaf (2 leaf spring)					\$	65.00	\$	-
3.23	HD taperleaf (3 leaf spring) ILO of taperleaf (2 leaf spring)				1	\$	65.00	\$	65.00
3.24	Meritor EX+ Air Disc Brakes requires Meritor rear brakes					\$	653.00	\$	-

3.25	Meritor front slack adjusters - Need same slack on rear axle		\$ 1.00	\$ -
3.26	Meritor front slack with stainless steel pins	1	\$ 58.00	\$ 58.00
3.27	Haldex front slack adjusters - Need same slack adjuster on rear axle		STD	
3.28	Haldex front slack with stainless steel pins		\$ 67.00	\$ -

**4.0 TANDEM REAR AXLE/SUSPENSION/BRAKE/OPTIONS**

4.1	46,000# rear axle & matching suspension Make & Model - Mack S462R & SS46 Mack Camelback Suspension		\$ 2,300.00	\$ -
4.2	40,000# walking beam rear suspension and axle Make & Model - Meritor MT-40-14X4D with Hendrickson HMX EX 400		\$ 1,286.00	\$ -
4.3	46,000# walking beam rear suspension and axle Make & Model - Meritor MT-46-160 with Hendrickson HMX EX 460		\$ 2,956.00	\$ -
4.4	40,000# air suspension and axle Make & Model - Meritor MT-40-14X4D with Mack AL-461 Air		\$ 1,105.00	\$ -
4.5	46,000# air suspension and axle Make & Model - Meritor RT-46-160 with Mack AL-461 Air		\$ 2,679.00	\$ -
4.6	Dash mounted air dump system - With air ride suspension		\$ 14.00	\$ -
4.7	Driver activated differential lock on one rear axle (front axle rear axle check one)		\$ 562.00	\$ -
4.8	Driver activated differential lock on both front and rear axles		\$ 1,125.00	\$ -
4.9	Driver activated differential lock on both front and rear axles, and lubrication pump and filter system		\$ 1,407.00	\$ -
4.10	Meritor MT-40-14X4D, both axles driver differential lock and pump, HMX400 40,000 # walking beam suspension		\$ 2,693.00	\$ -
4.11	Meritor RT-46-160, both axles driver differential lock and pump, HMX460 46,000 # walking beam suspension	1	\$ 4,363.00	\$ 4,363.00
4.12	½ round universal joints	1	STD	
4.13	Spicer 1810 HD drive line with half round universal joints		\$ 140.00	\$ -
4.14	Rear Dust Shields		\$ 39.00	\$ -
4.15	Driver activated differential lock on both front and rear axles with individual switches		\$ 1,283.00	\$ -
4.16	Meritor 18 MXL extended lube	1	\$ 39.00	\$ 39.00
4.17	Meritor 176 MXL extended lube		\$ 38.00	\$ -
4.18	Dana-spicer SPL170XL Lite extended lube series		\$ 361.00	\$ -
4.19	Dana-spicer SPL250XL Lite extended lube series		\$ 493.00	\$ -
4.20	Dana-spicer SPL250HDXL Lite extended lube series		\$ 502.00	\$ -
4.21	Dana-spicer SPL350XL Lite extended lube series		\$ 1,007.00	\$ -
4.22	Dana-spicer SPL350HDXL Lite extended lube series		\$ 1,262.00	\$ -
4.23	Mack S38R 38,000# Fabricated Steel Housing		STD	
4.24	Mack S400R 40,000# Fabricated Steel Housing		\$ 435.00	\$ -
4.25	Mack S402 40,000 # Cast Ductile Iron Housing		\$ 473.00	\$ -
4.26	Mack S440 44,000# Fabricated Steel Housing		\$ 1,485.00	\$ -
4.27	Mack S460R 46,000# Fabricated Steel Housing		\$ 1,916.00	\$ -
4.28	Mack S462R 46,000# Cast Ductile Iron Housing		\$ 1,954.00	\$ -
4.29	Mack S522R Cast Ductile Iron Housing		\$ 3,460.00	\$ -
4.30	Meritor 40,000# MT-40-14X4C Amboid (High Entry)		\$ 55.00	\$ -
4.31	Meritor 40,000# MT-40-14X4D Hypoid (Low Entry)		\$ 55.00	\$ -
4.32	Meritor 46,000# RT-46-160		\$ 1,629.00	\$ -
4.33	Meritor 46,000# RT-46-164EH		\$ 1,689.00	\$ -
4.34	Mack S38 38,000# multileaf camelback spring		STD	
4.35	Mack S38 38,000# multileaf camelback spring - Heavy Duty		\$ 15.00	\$ -
4.36	Mack SS40 40,000# multileaf camelback spring		\$ 186.00	\$ -
4.37	Mack SS44 44,000# multileaf camelback spring		\$ 235.00	\$ -
4.38	Mack SS44 44,000# multileaf camelback spring - Heavy Duty		\$ 255.00	\$ -
4.39	Mack SS462 46,000# multileaf camelback spring		\$ 346.00	\$ -
4.40	Mack SS462 46,000# multileaf camelback spring - Heavy Duty		\$ 415.00	\$ -
4.41	Mack SS52 52,000# multileaf camelback spring - Heavy Duty		\$ 1,292.00	\$ -
4.42	Mack AL-461 46,000# air ride		\$ 1,050.00	\$ -
4.43	Mack M-Ride 40 parabolic 2-leaf, 40,000#		\$ 648.00	\$ -
4.44	Mack M-Ride 40 parabolic 3-leaf, 40,000# - Heavy Duty		\$ 1,112.00	\$ -
4.45	Mack M-Ride 46 parabolic 3-leaf 46,000#		\$ 909.00	\$ -
4.46	Mack M-Ride 52 parabolic 3-leaf, 52,000#		\$ 1,685.00	\$ -
4.47	Mack M-Ride 52 parabolic 11-leaf, 52,000# - Heavy Duty		\$ 1,773.00	\$ -
4.48	HMX 400 Hendrickson Haulmax rubber suspension 40,000#		\$ 1,231.00	\$ -
4.49	HMX 460 Hendrickson Haulmax rubber suspension 46,000#		\$ 1,385.00	\$ -
4.50	Chambers 46,000# High Stability W#29 CAN		\$ 3,736.00	\$ -
4.51	PAX 46 High Stability Hendrickson Primaxx Air Suspension		\$ 2,968.00	\$ -
4.52	PAX 522 High Stability Hendrickson Primaxx Air Suspension		\$ 3,023.00	\$ -
4.53	Neway ADZ-246 air ride suspension		\$ 2,968.00	\$ -
4.54	Neway ADZ-252 air ride suspension		\$ 3,786.00	\$ -
4.55	Delete power divider lockout		\$ (153.00)	\$ -
4.56	55" axle spacing		\$ 142.00	\$ -

4.57	Dual leveling valve air suspension height control		\$ 174.00	\$ -
4.58	Mack CRDP1501/1511 with interwheel power divider - both axles		\$ 3,182.00	\$ -
4.59	Outboard centrifuse rear brake drums		\$ 240.00	\$ -
4.60	Haldex automatic rear slack adjustor		STD	
4.61	Haldex automatic rear slack adjustor with stainless steel pins		\$ 267.00	\$ -
4.62	Meritor automatic rear slack adjustor		\$ 1.00	\$ -
4.63	Meritor automatic rear slack adjustor with stainless steel pins	1	\$ 267.00	\$ 267.00
4.64	Aluminum preset rear hubs with integrated spindle nut		\$ 42.00	\$ -
4.65	Air Disc Brake (17") H-Type - Require Air Disc Front Brakes		\$ 2,690.00	\$ -
4.66	Meritor rear brakes - 16.5"7" Q+	1	STD	
4.67	Meritor rear brakes - 16.5" x 8 5/8" Q+ - N/A with dust shields		\$ 291.00	\$ -
4.68	Meritor rear brakes - 16.5" x 8" Q+ - N/A with dust shields		\$ 213.00	\$ -
4.69	10,000 lb Hendrickson Composolite Steerable Pusher Axle - includes tires and rims		\$ 11,326.00	\$ -
4.70	13,000 lb Hendrickson Composolite Steerable Pusher Axle - includes tires and rims		\$ 9,791.00	\$ -
4.71	20,000 lb Hendrickson Steerable Pusher Axle - includes tires and rims		\$ 12,635.00	\$ -
4.72	20,000 lb Hendrickson Non-Steerable Pusher Axle - includes tires and rims		\$ 11,950.00	\$ -
4.73	10,000 lb Hendrickson Composolite Steerable Tag Axle - includes tires and rims		\$ 11,826.00	\$ -
4.74	13,000 lb Hendrickson Composolite Steerable Tag Axle - includes tires and rims		\$ 11,255.00	\$ -
4.75	20,000 lb Hendrickson Steerable Tag Axle - includes tires and rims		\$ 14,901.00	\$ -
4.76	6S/6M systems sensing both rear axle wheel end sensors		\$ 440.00	\$ -
4.77	Furnish Meritor wide track axle option - Need for Super Singles		\$ 1,200.00	\$ -

**5.0 Fifth Wheel options**

5.1	Frame end tapered and open		\$ 12.00	\$ -
5.2	Frame end tapered and closed		\$ 30.00	\$ -
5.3	Fixed fifth wheel - Holland FW-35		\$ 684.00	\$ -
5.4	Mechanical slide fifth wheel - Holland FW35, Travel - 24" slide		\$ 562.00	\$ -
5.5	Air slide fifth wheel - Holland FW35, Travel - 24" slide		\$ 986.00	\$ -
5.6	Stainless 1/4 fenders, mounted front of tandems		\$ 127.00	\$ -
5.7	Plastic 1/4 fenders, mounted front of tandems		\$ 110.00	\$ -
5.8	Tractor package hookup		\$ 297.00	\$ -
5.9	Behind cab deck plate		\$ 681.00	\$ -
5.10	Holland fixed with non-tilt 5th wheel		\$ 1,385.00	\$ -
5.11	Holland manual slide 5th wheel		\$ 537.00	\$ -
5.12	Mud flaps with brackets		\$ 115.00	\$ -
5.13	Betts B60 stainless steel angled mud flap brackets		\$ 161.00	\$ -
5.14	Hose tender & towel bar assembly		\$ 58.00	\$ -
5.15	Coiled trailer air hose		\$ 39.00	\$ -
5.16	Coiled trailer electrical hose		\$ 44.00	\$ -
5.17	Air Weight AW5800 onboard scales		\$ 1,118.00	\$ -
5.18	Medium height 5th wheel ramp guide		\$ 228.00	\$ -
5.19	Trailer hook up light		\$ 74.00	\$ -

**6.0 TIRES/RIMS OPTIONS:**

6.1	Nylon wafers or wheel guards on all wheels (10 ea.)	1	\$ 51.00	\$ 51.00
6.2	Heavier 7500 lb. 22.5 x 8.25 Steel rims in lieu of standard 7300# rims (10 ea.)		STD	
6.3	Heavier 7500 lb. 22.5 x 8.25 Steel rims in lieu of standard 7300# rims (8 ea.) in rear only	1	\$ 16.00	\$ 16.00
6.4	11R 22.5 H front tires		\$ 142.00	\$ -
6.5	12R 22.5 H front tires		\$ 376.00	\$ -
6.6	9000 lb. 22.5 9" front steel rims, 315/80R 22.5 J front tires		No Bid	
6.7	10,000 lb. 22.5 9" front steel rims, 315/80R 22.5 J front tires		\$ 569.00	\$ -
6.8	10,500 lb. 22.5 x 12.25 front steel rims, 385/65R 22.5 J front tires	1	\$ 609.00	\$ 609.00
6.9	10,500 lb. 22.5 x 12.25 front steel rims, 425/65R 22.5 J front tires		\$ 669.00	\$ -
6.10	11R 22.5 H rear tires		\$ 656.00	\$ -
6.11	7,300 lb. 24.5" x 8.25" steel front rims		\$ 5.00	\$ -
6.12	7300 lb. 24.5" x 8.25" rear steel rims		\$ 44.00	\$ -
6.13	8,000 lb. 24.5" x 8.25" steel front rims		\$ 10.00	\$ -
6.14	8,000 lb. 24.5" x 8.25" steel rear rims		\$ 164.00	\$ -
6.15	11R 24.5 G front tires		\$ 136.00	\$ -
6.16	11R 24.5 H front tires		\$ 166.00	\$ -
6.17	11R 24.5 G rear tires		\$ 164.00	\$ -
6.18	11R 24.5 H rear tires		\$ 501.00	\$ -
6.19	Steel spare rim, size 22.5 x 8.25		\$ 572.00	\$ -

Michelin XZY3/ M760 Ecopia

6.20	Steel spare rim, size 24.5 x 8.25		\$ 660.00	\$ -
6.21	Steel spare rim, size 22.5 x 9.0		\$ 878.00	\$ -
6.22	Steel spare rim, size 22.5 x 12.25		\$ 720.00	\$ -
6.23	12R22.5 H front tires		\$ 618.00	\$ -
6.24	12R 22.5 H rear tires		\$ 2,137.00	\$ -
6.25	Wheel lug wrench - includes handle		\$ 48.00	\$ -
6.26	Aluminum front wheel - 22.5 x 8.25		\$ 246.00	\$ -
6.27	Aluminum front wheel - 24.5 x 8.25		\$ 342.00	\$ -
6.28	Aluminum front wheel - 22.5 x 9.0		\$ 475.00	\$ -
6.29	Aluminum front wheel - 22.5 x 12.25	0	\$ 387.00	\$ -
6.30	Polished aluminum front wheel		\$ 48.00	\$ -
6.31	Dura-bright bright finish front wheels		\$ 248.00	\$ -
6.32	Aluminum rear wheels - 22.5 x 8.25		\$ 960.00	\$ -
6.33	Aluminum rear wheels - 24.5 x 8.25		\$ 1,120.00	\$ -
6.34	Polished aluminum rear wheel all eight (8) wheels		\$ 320.00	\$ -
6.35	Dura-bright bright finish on all eight (8) rear wheels		\$ 1,410.00	\$ -
6.36	Dura-bright bright finish on all four (4) outboard rear wheels		\$ 705.00	\$ -
6.37	11R22.5 G Michelin XZE2 front tires		\$ 378.00	\$ -
6.38	11R22.5 H Bridgestone M863 front tires		\$ 596.00	\$ -
6.39	315/80R22.5 L Michelin XZUS front tires		\$ 532.00	\$ -
6.40	315/80R22.5 L Continental HAU3 WT front tires		\$ 415.00	\$ -
6.41	385/65R22.5 J Michelin XZY3 front tires	1	\$ 284.00	\$ 284.00
6.42	425/65R22.5 L Michelin XZY3 front tires		\$ 366.00	\$ -
6.43	425/65R22.5 L Bridgestone M870		\$ 148.00	\$ -
6.44	11R22.5 G Bridgestone M713 Ecopia rear tires		\$ (320.00)	\$ -
6.45	11R22.5 G Bridgestone M760 Ecopia rear tires		\$ (480.00)	\$ -
6.46	11R22.5 G Michelin X Line Energy D rear tires		\$ 605.00	\$ -
6.47	11R22.5 H Bridgestone M799 rear tires		\$ 220.00	\$ -
6.48	11R22.5 H Bridgestone M771 rear tires		\$ 345.00	\$ -
6.49	11R22.5 H Michelin XDN2 rear tires		\$ 1,510.00	\$ -
6.50	11R22.5 H Michelin XDS2 rear tires		\$ 2,292.00	\$ -
6.51	11R22.5 H Michelin X Works D		\$ 2,165.00	\$ -
6.52	11R22.5 H Michelin Multi Energy D		\$ 818.00	\$ -

7.0 **BRAKE SYSTEM OPTIONS:**

7.1	Wabco System Saver 1200 Plus heated air dryer	1	STD	
7.2	Manual cable drain valves on air tanks		\$ 27.00	\$ -
7.3	Heated air tank		No Bid	
7.4	Auto drain valves on air tanks, heated	1	\$ 48.00	\$ 48.00
7.5	MGM type TR-T rear brake chambers		\$ 48.00	\$ -
7.6	S.S. pins on slack adjuster yoke (2 ea. per yoke) For all air brake chambers		No Bid	
7.7	Inverted rear brake chamber mounting in lieu of regular mounting		\$ -	\$ -
7.8	Relocate air dryer		\$ 272.00	\$ -
7.9	Bendix AD9 heated air dryer		\$ 105.00	\$ -
7.10	Bendix AD-IP EP heated air dryer		\$ 320.00	\$ -
7.11	Wabco System Saver 1200 Twin heated air dryer		\$ 683.00	\$ -
7.12	Petcock Drain Valves on brake system tanks	1	STD	
7.13	In Tank Auto heated drain valve		\$ 42.00	\$ -
7.14	Lanyard control on supply wet tank		\$ 16.00	\$ -
7.15	Lanyard control on all brake system tanks		\$ 36.00	\$ -
7.16	Aluminum air reservoirs	1	\$ 223.00	\$ 223.00
7.17	Polished aluminum air reservoirs		\$ 292.00	\$ -
7.18	Increase air capacity for installation of extra axles		\$ 298.00	\$ -
7.19	MACK Road Stability Adv. Bendix ABS/ATC/RSA w/YAW control with mud/snow switch	1	\$ 780.00	\$ 780.00
7.20	Bendix ABS system with traction control 4S/4M	1	STD	
7.21	Furnish automatic traction control (ATC full disable switch)	1	\$ 105.00	\$ 105.00
7.22	Haldex "Gold Seal Plus" brake chamber		STD	
7.23	Haldex "Gold Seal Plus" brake chamber (3" Stroke)		\$ 32.00	\$ -
7.24	Haldex "Life Seal Plus" brake chamber		\$ 53.00	\$ -
7.25	Haldex "Life Seal Plus" brake chamber (3" Stroke)	1	\$ 73.00	\$ 73.00
7.26	MGM TR-T2 Brake Chambers (Tamper Resistant & Breather Tubes)		\$ 40.00	\$ -
7.27	MGM TR-T2 Long Stroke Brake Chambers (Tamper Resistant & Breather Tubes)		\$ 40.00	\$ -
7.28	MGM TR3030LP3THD		\$ 46.00	\$ -
7.29	Electric horn sound when driver door open with park brake released		\$ 67.00	\$ -
7.30	Schreader valve, secondary		\$ 47.00	\$ -
7.31	Relocate all air reservoir in frame		\$ 58.00	\$ -

7.32	Air reservoir in frame, one reservoir on the RH rail behind Cleartech		\$ 112.00	\$ -
8.0	<b>ENGINE/EXHAUST AND FUEL TANKS OPTIONS:</b>			
8.1	Mack MP7-345C 325HP@1500-1700 RPM (Peak) 1950 RPM (Gov) 1350 LB-FT Torque		STD	
8.2	Mack MP7-355C 355HP@1600-1800 RPM (Peak) 2100 RPM (Gov) 1250 LB-FT Torque		\$ 296.00	\$ -
8.3	Mack MP7-365C 365HP@1350-1700 RPM (Peak) 1950 RPM (Gov) 1450 LB-FT Torque		\$ 575.00	\$ -
8.4	Mack MP7-375C 375HP@1450-1900 RPM (Peak) 2100 RPM (Gov) 1350 LB-FT Torque		\$ 840.00	\$ -
8.5	Mack MP7-395C 395HP@1450-1700 RPM (Peak) 1950 RPM (Gov) 1550 LB-FT Torque		\$ 1,302.00	\$ -
8.6	Mack MP7-425C 425HP@1500-1800 RPM (Peak) 2100 RPM (Gov) 1550 LB-FT Torque		\$ 2,060.00	\$ -
8.7	Mack MP8-415C 415HP@1400-1700 RPM (Peak) 2100 RPM (Gov) 1650 LB-FT Torque		\$ 1,960.00	\$ -
8.8	Mack MP8-425C 425HP@1500-1900 RPM (Peak) 21000 RPM (Gov) 1550 LB-FT Torque		\$ 2,230.00	\$ -
8.9	Mack MP8-445C 455HP@1400-1700 RPM (Peak) 2100 RPM (Gov) 1850 LB-FT Torque		\$ 2,759.00	\$ -
8.10	Mack MP8-455C 455HP@1400-1700 RPM (Peak) 2100 RPM (Gov) 1750 LB-FT Torque	1	\$ 2,994.00	\$ 2,994.00
8.11	Mack MP8-505C 505HP@1500-1700 RPM (Peak) 1950 RPM (Gov) 1850 LB-FT Torque		\$ 4,077.00	\$ -
8.12	Cleartech RH Frame Rail relcoated for Twin Steer		\$ 3,545.00	\$ -
8.13	Cleartech with DPF vertical RH side BOC, w/SCR vertical LH side BOC		\$ 3,848.00	\$ -
8.14	Single (R/S) Outboard Frame Mounted Vertical Straight Exhaust Stack Turned Out		STD	
8.15	No Muffler, Single (R/S) Vertical Exhaust Cab Mounted, Lower Ventura Diffuser, Turned End	1	\$ 291.00	\$ 291.00
8.16	Dual Vertical Straight Exhaust Stack Turned Out End - N/A with Allison Transmission		\$ 1,269.00	\$ -
8.17	Dual Vertical Straight Exhaust Stack w/Bullhorns - N/A with Allison Transmission		\$ 2,755.00	\$ -
8.18	Underframe Right Side Inboard Mounted		\$ 110.00	\$ -
8.19	Single, Bright finish heat shield & stack		\$ 75.00	\$ -
8.20	Dual, Bright finish heat shield & stack		\$ 150.00	\$ -
8.21	Single, Bright finish heat shield, stack & elbow		\$ 189.00	\$ -
8.22	Dual, Bright finish heat shield, stack & elbow		\$ 400.00	\$ -
8.23	Bright finish stainless steel heat shield for frame mounted Mack Cap DPF		\$ 198.00	\$ -
8.24	50 Gallon LH aluminum 22" Dia fuel tank		\$ (300.00)	\$ -
8.25	66 Gallon LH aluminum 22" Dia fuel tank		\$ (248.00)	\$ -
8.26	72 Gallon LH aluminum 26" Dia fuel tank		\$ (180.00)	\$ -
8.27	88 Gallon LH aluminum 22" Dia fuel tank		\$ (177.00)	\$ -
8.28	93 Gallon LH aluminum 26" Dia fuel tank		\$ (100.00)	\$ -
8.29	116 Gallon LH aluminum 22" Dia fuel tank		\$ (86.00)	\$ -
8.30	50 Gallon LH Aluminum D-Shape		\$ (260.00)	\$ -
8.31	66 Gallon LH Aluminum D-Shape		\$ (208.00)	\$ -
8.32	88 Gallon LH Aluminum D-Shape		\$ (125.00)	\$ -
8.33	116 Gallon LH Aluminum D-Shape		\$ (15.00)	\$ -
8.34	66 Gallon LH Aluminum D-Shape with Integral DEF Tank		STD	
8.35	72 Gallon LH Aluminum D-Shape 26" Dia. with Integral DEF Tank		\$ 17.00	\$ -
8.36	88 Gallon LH Aluminum D-Shape with Integral DEF Tank	1	\$ 184.00	\$ 184.00
8.37	93 Gallon LH Aluminum D-Shape 26" Dia. with Integral DEF Tank		\$ 260.00	\$ -
8.38	111 Gallon LH Aluminum D-Shape with Integral DEF Tank		\$ 450.00	\$ -
8.39	111 & 66 Gallon Aluminum D-Shape tanks, 66 Gallon isolated for Hyd oil		\$ 839.00	\$ -
8.40	50 Gallon RH aluminum 22" Dia fuel tank		\$ 288.00	\$ -
8.41	66 Gallon RH aluminum 22" Dia fuel tank		\$ 357.00	\$ -
8.42	88 Gallon RH aluminum 22" Dia fuel tank		\$ 452.00	\$ -
8.43	50 Gallon RH Aluminum D-Shape		\$ 340.00	\$ -
8.44	72 Gallon RH Aluminum D-Shape		\$ 449.00	\$ -
8.45	93 Gallon RH Aluminum D-Shape		\$ 553.00	\$ -
8.46	50 Gallon RH Aluminum D-Shape		\$ 331.00	\$ -
8.47	66 Gallon RH Aluminum D-Shape		\$ 410.00	\$ -
8.48	88 Gallon RH Aluminum D-Shape		\$ 520.00	\$ -
8.49	116 Gallon RH Aluminum D-Shape		\$ 1,016.00	\$ -

8.50	Single polished aluminum fuel tank		\$ 206.00	\$ -
8.51	Dual polished aluminum fuel tank		\$ 412.00	\$ -
8.52	Isolate RH fuel tank from fuel system for hyd oil		\$ 30.00	\$ -
8.53	Dual draw & return fuel system		\$ 82.00	\$ -
8.54	Filter neck screen for fuel tank		\$ 81.00	\$ -
8.55	Lockable fuel tank cap		\$ 35.00	\$ -
8.56	Bright finish DEF tank cover		\$ 33.00	\$ -
8.57	6.6 Gallon 22" Left Side Fuel Tank Mounted Def Tank	1	STD	
8.58	8.7 Gallon 26" Left Side Fuel Tank Mounted Def Tank		\$ 22.00	\$ -
8.59	11.8 Gallon 22" Left Side Frame Mounted Def Tank		\$ 48.00	\$ -
8.60	Bright Finish Aluminum steps & stainless steel bright finish straps		\$ 146.00	\$ -
8.61	Bright Finish Fuel Tank Straps - Single Tank	1	\$ 32.00	\$ 32.00
8.62	Flocs oil change system w/disconnecting fittings	1	\$ 133.00	\$ 133.00

**9.0 ENGINE RELATED OPTIONS:**

9.1	Oil fill and dipstick EZ access	1	STD	
9.2	Delco 35 SI Brushless Alternator, 135 AMP		No Bid	
9.3	Delco 24 SI Alternator, 130 AMP		No Bid	
9.4	Delco 24 SI Alternator, 145 AMP		No Bid	
9.5	Leece-Neville Alternator, 145 AMP		No Bid	
9.6	Dual element air cleaner		STD	
9.7	Donaldson Single Stage Air cleaner per spec 12.1 (Inside/Outside Air Intake)	1	\$ 329.00	\$ 329.00
9.8	Thumb screws for Donaldson. Single stage Air Cleaner		STD	
9.9	Fuel/water separator/heated/ Thermostatically controlled, Davco		\$ 522.00	\$ -
9.10	Davco 387 water separator, non heated		\$ 156.00	\$ -
9.11	Non-heated fuel/water separator, Mack w/manual drain valve (integral w/primary fuel filter)	1	STD	
9.12	Coolant spin on filter/conditioner	1	\$ 55.00	\$ 55.00
9.13	Front engine powered take off adapter and radiator cut out	1	\$ 119.00	\$ 119.00
9.14	Air applied fan drive, Kysor two speed K32 Duro speed fan		No Bid	
9.15	Air applied fan drive, (Brand)		No Bid	
9.16	Viscous fan drive - Behr Electronically modulated	1	STD	
9.17	Radiator hose package (Silicone) per Spec 12.2	1	\$ 279.00	\$ 279.00
9.18	Curved exhaust pipe end	1	STD	
9.19	Fuel tank per specification 12.7			
9.20	Engine block heater	1	STD	
9.21	In line fuel heater		\$ 473.00	\$ -
9.22	In tank fuel heater		\$ 407.00	\$ -
9.23	Fuel cooler		No Bid	
9.24	Radiator bug screen	1	STD	
9.25	Engine brake system	1	STD	
9.26	Relocate air dryer		\$ 272.00	\$ -
9.27	Extended life anti-freeze	1	\$ 55.00	\$ 55.00
9.28	Starter motor options			
9.29	Delco 39MT-MXT Starter	1	STD	
9.30	Mitsubishi electric 105P planetary gear reduction starter		\$ 53.00	\$ -
9.31	Relocate fuel filter		\$ 297.00	\$ -
9.32	Silicone radiator & heater hose with gate valve on each heater hose		\$ 233.00	\$ -
9.33	Mack brand EPDM radiator & heater hoses with 1/4 turn ball valve		\$ 92.00	\$ -
9.34	Rubber Hose In & Out Fuel Heater, Silicone on all other lines		\$ 221.00	\$ -
9.35	Delco 160AMP Brush Type Alternator (28SI)		STD	
9.36	Delco 165AMP Brushless Alternator (36SI)	1	\$ 206.00	\$ 206.00
9.37	Delco 165AMP Brushless Alternator (36SI) w/Remote Voltage Sensing		\$ 235.00	\$ -
9.38	Delco 240 AMP Brushless Alternator (40SI) w/Remote Voltage Sensing		\$ 516.00	\$ -
9.39	Delco 320 AMP Brushless Alternator (40SI) w/Remote Voltage Sensing		\$ 894.00	\$ -
9.40	Meritor/Wabco 636 (37.4 CFM) air compressor	1	STD	
9.41	Winterfront over radiator (-40F and up )		\$ 113.00	\$ -
9.42	Extreme Winterfront over radiator (-40F to -60F )		\$ 214.00	\$ -
9.43	Corrosion resistant oil pan - Recommended for snow plow trucks	1	\$ 147.00	\$ 147.00
9.44	Stainless steel oil pan		\$ 2,435.00	\$ -
9.45	Davco 387 heated fuel-water separator		\$ 437.00	\$ -
9.46	120V, 1000W block heater with 150W oil pan heater wired to same receptacle		\$ 137.00	\$ -
9.47	Electric preheater	1	\$ 62.00	\$ 62.00

9.48	Tether device -furnish cap retainer for oil fill, radiator overflow tank, battery box & tool box when furnish		\$ 27.00	\$ -
9.49	Rear engine PTO (Repto): Flange SAE 1350/1410/ISO 7647		\$ 2,115.00	\$ -
9.50	Rear engine PTO (Repto): Splined Shaft Groove (Female) DIN 5462 for install of hydraulic pump		\$ 2,115.00	\$ -
9.51	Air operated PTO control - includes in cab control (RMPTO only)		\$ 118.00	\$ -
9.52	PTO switch and light with wiring and piping		\$ 181.00	\$ -
9.53	PTO switch and light with wiring and piping - M-Drive transmission		\$ 181.00	\$ -

**TRANSMISSION OPTIONS:**

10.1	2 plate 14" ceramic clutch option for manual transmission		No Bid	
10.2	2 plate 15½" ceramic clutch option for manual transmission		STD	
10.3	External grease fitting for throw out bearing		STD	
10.4	Adjustment free option for 2 plate clutches		\$ 55.00	\$ -
10.5	Synthetic (TranSynd) lubrication for Automatic Transmission	1	\$ 351.00	\$ 351.00
10.6	Synthetic lubrication for manual transmission		STD	
10.7	Allison 3000-RDS 5/6 speed push button, PTO		\$ 7,386.00	\$ -
10.8	Allison 3000-RDS 5/6 speed push button, PTO, w/output retarder		\$ 9,783.00	\$ -
10.9	Allison 3000-EVS 6 speed push button, PTO		\$ 9,625.00	\$ -
10.10	Allison 4000-RDS 5 speed push button, PTO		\$ 13,751.00	\$ -
10.11	Allison 4000-RDS 6 speed push button, PTO		\$ 13,751.00	\$ -
10.12	Allison 4000-RDS 6 speed push button, PTO, w/output retarder		\$ 19,959.00	\$ -
10.13	Allison 4000-EVS 6 speed push button, PTO		\$ 14,972.00	\$ -
10.14	Allison 4500-RDS 6 speed push button, PTO	1	\$ 14,772.00	\$ 14,772.00
10.15	Allison 4500-RDS-R 6 speed, with retarder, push button, PTO		\$ 21,226.00	\$ -
10.16	Allison 4500-EVS 6 speed push button, PTO		\$ 16,251.00	\$ -
10.17	Mack TMD12AFD-HD automated 12 speed transmission (direct drive)		\$ 3,718.00	\$ -
10.18	Mack TMD12AFD-HD automated 12 speed transmission (over drive)		\$ 3,718.00	\$ -
10.19	Mack TMD13AFD-HD automated 13 speed. Transmission, creeper/multi-speed reverse (direct drive)		\$ 7,438.00	\$ -
10.20	Mack TMD13AFD-HD automated 13 speed. Transmission, creeper/multi-speed reverse (over drive)		\$ 7,438.00	\$ -
10.21	Mack TMD13AFD-HD automated 14 speed. Transmission, ultra-low creeper/multi-speed reverse (over drive)		\$ 7,839.00	\$ -
10.22	Fuller FRO-14210C, 10 speed manual transmission, PTO		STD	
10.23	Fuller RTO-14908LL, 10 speed manual transmission, PTO		\$ 855.00	\$ -
10.24	Fuller FRO-16210C, 10 speed manual transmission, PTO		\$ 1,298.00	\$ -
10.25	Fuller RTO-16908LL, 10 speed manual transmission, PTO		\$ 1,585.00	\$ -
10.26	Fuller FRO-18210C, 10 speed manual transmission, PTO		\$ 1,614.00	\$ -
10.27	Fuller RTO-14909ALL, 11 speed manual transmission, PTO		\$ 1,390.00	\$ -
10.28	Fuller RTO-16909ALL, 11 speed manual transmission, PTO		\$ 2,102.00	\$ -
10.29	Fuller RTLO-18913A, 13 speed manual transmission, PTO		\$ 2,848.00	\$ -
10.30	Fuller RTLO-18918B, 18 speed manual transmission, PTO		\$ 3,407.00	\$ -
10.31	Air assist clutch		\$ 387.00	\$ -
10.32	Mechanical clutch cable		\$ 160.00	\$ -
10.33	Open grated clutch pedal		\$ 16.00	\$ -
10.34	Transmission oil cooler	1	STD	
10.35	Driveshaft guard for center bearing		\$ 32.00	\$ -
10.36	T-Handle shift lever for Allison - Floor mounted		\$ 327.00	\$ -
10.37	Allison shift to neutral when park brake engaged	1	STD	
10.38	3rd or 4th gear hold for Allison transmission		\$ 150.00	\$ -
10.39	Stainless steel transmission coolant pipes	1	\$ 175.00	\$ 175.00
10.40	PTO PTR-FL, Single RH (Inner)		\$ 1,763.00	\$ -
10.41	PTO PTR-DM, Single RH, DIN 5462 (Inner)		\$ 1,040.00	\$ -
10.42	PTRD-D3, Dual RH/LH, DIN 5462 Right & Left		\$ 1,764.00	\$ -
10.43	PTRD-D4, Dual RH/LH, SAE 1400 Flange Right & Left		\$ 1,821.00	\$ -
10.44	GP1-41 Parker gear pump - requires M-Drive transmission and RMPO		\$ 505.00	\$ -
10.45	GP1-60 Parker gear pump - requires M-Drive transmission and RMPO		\$ 637.00	\$ -
10.46	GP1-80 Parker gear pump - requires M-Drive transmission and RMPO		\$ 684.00	\$ -
10.47	F1-61R Parker gear pump - requires M-Drive transmission and RMPO		\$ 740.00	\$ -
10.48	F1-81R Parker gear pump - requires M-Drive transmission and RMPO		\$ 825.00	\$ -
10.49	F1-101R Parker gear pump - requires M-Drive transmission and RMPO		\$ 997.00	\$ -

**11.0 ELECTRICAL OPTIONS:**

11.1	Resettable circuit breaker electrical protection		No Bid	
11.2	Automatic reset circuit breakers		No Bid	
11.3	Solid state circuit protection		No Bid	
11.4	Circuit box under hood or end of frame, each		No Bid	
11.5	Battery disconnect switch off negative side	1	\$ 113.00	\$ 113.00
11.6	Remote jump start terminals		\$ 128.00	\$ -
11.7	Back up alarm (Preco Factory Model)		No Bid	
11.8	OEM daytime running lights	1	STD	
11.9	3000 CCA batteries in lieu of 1950CCA	1	\$ 66.00	\$ 66.00
11.10	3 each 650/1950 CCA batteries in lieu of 2 each batteries		STD	
11.11	Battery box aft of cab	1	\$ 46.00	\$ 46.00
11.12	Grote 44710 flasher		No Bid	
11.13	Signal Stat 935 turn signal per Spec 12.6	1	STD	
11.14	Auxiliary customer access circuits	1	STD	
11.15	Switch for snowplow lights mounted on instrumental panel. Includes wiring terminated near headlights, for customer mounted auxiliary snowplow lights.	1	\$ 80.00	\$ 80.00
11.16	Power source terminal-2 stud type-mounted on firewall or inside cab with ground to frame rail and to starter, with 6 gauge wire.		No Bid	
11.17	10-position switch panel mounted on instrument panel. Includes 10 lighted switches, ignition control; switches will control relays which will feed stud type junction block mounted inside cab.		No Bid	
11.18	Vehicle speed sensor with speed signal at fuse panel for sander ground speed control system.	1	\$ 20.00	\$ 20.00
11.19	Battery box left hand rail back of fuel tank		\$ 216.00	\$ -
11.20	Battery terminal cable with tall battery terminal nuts		No Bid	
11.21	Dash mounted indicator body/hoist up body builder lamp		\$ 71.00	\$ -
11.22	RH/LH led work light on both side of truck		\$ 132.00	\$ -
11.23	Polished aluminum battery box cover		\$ 60.00	\$ -
11.24	Molded plastic with splash guard		\$ 34.00	\$ -
11.25	Painted steel battery box		No Bid	
11.26	Lockable steel battery box		\$ 69.00	\$ -
11.27	Battery shock pad		\$ 4.00	\$ -
11.28	Body Link w/cab floor pass thru hole/rubber boot		STD	
11.29	Body Link w/o cab floor pass thru hole/rubber boot	1	\$ 225.00	\$ 225.00
11.30	2 Extra dash mounted illuminated toggle switches		\$ 17.00	\$ -
11.31	One extra dash mounted rocker switch thru battery for local installed items		\$ 10.00	\$ -
11.32	One extra dash mounted rocker switch thru ignition for local installed items		\$ 10.00	\$ -
11.33	Six extra switches 2-15A ignition, 1-20A ignition, 1-10A ignition, 1- 5A battery, & 1-20A battery		\$ 128.00	\$ -
11.34	Eight switches - front strobe, rear strobes, wing light, wing strobe, sander light, tail gate lock, and vibrator	1	\$ 275.00	\$ 275.00
11.35	Back up alarm with intermittent feature (Ambient noise sensitive, 90 & 78 DB)		\$ 114.00	\$ -
11.36	Ecco back-up alarm 575 constant sound level	1	\$ 85.00	\$ 85.00
11.37	Ecco back-up alarm SA917 ambient noise sensitive		\$ 114.00	\$ -
11.38	Pollak 41-722 constant audible (mounted on rear crossmember)		\$ 94.00	\$ -
11.39	Fog lights		\$ 107.00	\$ -
11.40	Fog lights provisions - includes dash control & wiring for local installation of fog lights		\$ 14.00	\$ -
11.41	Incandescent tail light		STD	
11.42	Brake lighting on with engine brake		\$ 94.00	\$ -
11.43	LED type tail lights	1	\$ 230.00	\$ 230.00
11.44	Three Mack 925 CCA AGM Long Life Batteries		\$ 263.00	\$ -
11.45	Four Mack 1000/4000 CCA		\$ 188.00	\$ -
11.46	Switch in dash with wiring to cab roof, above LH & RH doors for local installation of strobe lights		\$ 36.00	\$ -
11.47	(2) Roof Mounted Whelan Strobes with switch in dash		\$ 1,892.00	\$ -
11.48	LH roof mounted spot light		\$ 344.00	\$ -
11.49	Trucklite LED side marker light	1	\$ 119.00	\$ 119.00
12.0	<b>CAB EXTERIOR OPTIONS:</b>			
12.1	Dual electric horns	1	STD	
12.2	Air horns, dual, round, with snow shields		\$ 109.00	\$ -
12.3	Dual rectangular air horns		\$ 83.00	\$ -
12.4	Fender mirrors per Spec 12.4	1	\$ 153.00	\$ 153.00
12.5	Heated mirrors per Spec 12.5 -West Coast		\$ 119.00	\$ -
12.6	Remote control for R.H. mirror & heated		No Bid	

12.7	Remote control for dual mirrors & heated - Bulldog stylized mirrors illuminated with integral convex mirror		\$ 488.00	\$ -
12.8	Upcharge for cab extension or larger cab		No Bid	
12.9	Severe duty aluminum cab option		No Bid	
12.10	DuPont Highway orange paint or equal		\$ 31.00	\$ -
12.11	Premium paint color option		\$ 233.00	\$ -
12.12	Imron paint option	1	STD	
12.13	Imron and clear coat paint option	1	STD	
12.14	Top of hood painted flat black		\$ 706.00	\$ -
12.15	Cab Air Ride Suspension	1	STD	
12.16	Tilting hood per Spec 12.8	1	STD	
12.17	Butterfly option on hood		\$ 413.00	\$ -
12.18	Transverse hood opening w/setback axle		No Bid	
12.19	Front fender mounted turn signals		No Bid	
12.20	Cab visor, external, painted to match cab color		\$ 212.00	\$ -
12.21	Front fender extensions	1	\$ 105.00	\$ 105.00
12.22	Front fender mud flaps	1	STD	
12.23	Arctic winter wiper blades	0	\$ 22.00	\$ -
12.24	Optional windshield washer tank	1	\$ 31.00	\$ 31.00
12.25	Per truck charge for all trucks, key identical		\$ 43.00	\$ -
12.26	RH observation prism window in door		\$ 32.00	\$ -
12.27	Spotlight LH, RH, or roof mounted each		\$ 71.00	\$ -
12.28	Front tow hooks	1	STD	
12.29	Rear tow hooks		\$ 25.00	\$ -
12.30	Per truck charge for all trucks, key identical - 4 keys		\$ 39.00	\$ -
12.31	Remote control for dual mirrors & heated - Aerodynamic	1	\$ 191.00	\$ 191.00
12.32	Remote control for dual mirrors & heated - Aerodynamic body color		\$ 151.00	\$ -
12.33	Aerodynamic Moto-Mirror Package: LH/RH Motorized & Heated		\$ 581.00	\$ -
12.34	Heated electric wiper blades	1	\$ 157.00	\$ 157.00
12.35	Heated windshield	1	\$ 425.00	\$ 425.00
12.36	One piece windshield		\$ 97.00	\$ -
12.37	Bright finish hood intake	1	STD	
12.38	Bright finish bars with surround grille	1	\$ 86.00	\$ 86.00
12.39	Bullet type chrome marker & clearance lights		\$ 75.00	\$ -
12.40	Led type marker & clearance lights	1	\$ 75.00	\$ 75.00
12.41	RH tool box mounted on frame rail		\$ 256.00	\$ -
12.42	Heated convex mirrors	1	\$ 39.00	\$ 39.00
12.43	Electronic keyless entry		\$ 151.00	\$ -
12.44	Bright finish RH fender mirror		\$ 77.00	\$ -
12.45	Bus style 1/4 round black finish fender mirrors		\$ 222.00	\$ -
12.46	Stainless steel exterior sun visor		\$ 288.00	\$ -
12.47	Bright Finish hood latches		\$ 89.00	\$ -
12.48	10" round bright finish heated fender mirrors		\$ 272.00	\$ -
12.49	Rect convex mirror above RH driver door window		\$ 27.00	\$ -

**13.0 CAB INTERIOR OPTIONS:**

13.1	<b>Medium grade interior trim package</b>			
13.2	Comfort Trim Package, Steel Gray		\$ 292.00	\$ -
13.3	Comfort Trim Package, Sierra Tan		\$ 292.00	\$ -
13.4	<b>Premium grade interior trim package</b>			
13.5	Preferred Trim Package, Steel Gray	1	\$ 762.00	\$ 762.00
13.6	Preferred Trim Package, Sierra Tan		\$ 762.00	\$ -
13.7	Round universal gauge package	1	STD	
13.8	Power window, passenger side	1	STD	
13.9	Power window/both passenger and driver window	1	STD	
13.10	O.E.M factory installed, AM/FM stereo, Weather Band,		\$ (28.00)	\$ -
13.11	O.E.M factory installed, AM/FM Premium stereo, Weather Band, Handsfree interface, Bluetooth	1	STD	
13.12	O.E.M factory installed, AM/FM Premium stereo, Weather Band, Handsfree interface, Bluetooth, Sirius/Xm Satellite		\$ 181.00	\$ -
13.13	Radio accommodation package includes antenna, power supply and two speakers (No radio)		\$ (127.00)	\$ -
13.14	Infotainment + Premium Stereo, Weather Band, Handsfree interface, Bluetooth, Sirius/XM Satellite		\$ 1,036.00	\$ -
13.15	Navigation, requires Infotainment		\$ 770.00	\$ -
13.16	Prep-Kit for Backup Camera, requires Infotainment		\$ 146.00	\$ -
13.17	Navigation & Prep-Kit for Backup Camera, requires Infotainment		\$ 919.00	\$ -
13.18	O.E.M factory installed, air conditioning	1	STD	
13.19	Cab mounted non-resettable hour meter	1	STD	
13.20	Dash mounted air cleaner air restriction gauge - (Display in Co-Pilot only)	1	STD	
13.21	Transmission temp gauges	1	STD	

13.22	Windshield defroster fan w/switch dash mounted		\$ 101.00	\$ -
13.23	Between seats mounted console		\$ 359.00	\$ -
13.24	Transmission oil sensor (check & fill)	1	STD	
13.25	CB hot jacks dash mounted		No Bid	
13.26	Tilt & telescope steering wheel		No Bid	
13.27	Tilt steering wheel	1	STD	
13.28	Self canceling turn signals	1	STD	
13.29	Mack - Air Drivers Seat, High Back, 1 Chamber Air Lumbar	1	STD	
13.30	Sears - Air Drivers Seat, Atlas 80, High Back, 4 Chamber Air Lumbar		\$ 496.00	\$ -
13.31	Sears - Air Drivers Seat, Atlas 80, High Back, 4 Chamber Air Lumbar w/Heat	1	\$ 486.00	\$ 486.00
13.32	Mack - Air Drivers Seat, high back, 4 Chamber Air Lumbar, Bolster, Extension		\$ 436.00	\$ -
13.33	Mack - Air Drivers Seat, High Back w/Adjustable Air Shocks, 4 Chamber Air Lumbar, Bolster, Extension w/Heat		\$ 509.00	\$ -
13.34	National-Air Drivers Seat, Wide Width/High Back, 3 Chamber Air Lumbar		\$ 346.00	\$ -
13.35	National-Air Drivers Seat, Wide Width/High Back, 3 Chamber Air Lumbar w/Heat		\$ 441.00	\$ -
13.36	Drivers Seat Covering, Black Mordura		\$ 250.00	\$ -
13.37	Drivers Seat Covering, Blended Black & Gray Mordura		\$ 257.00	\$ -
13.38	Drivers Seat Covering, Black Vinyl		\$ 171.00	\$ -
13.39	Drivers Seat Covering, Blended Black & Gray Vinyl		\$ 45.00	\$ -
13.40	Drivers Seat Covering, Vinyl		STD	
13.41	Drivers Seat Covering, Vinyl/Cloth Mix		\$ 194.00	\$ -
13.42	Drivers Seat Covering, Ultra Leather		\$ 635.00	\$ -
13.43	Drivers Seat Covering, Blended Black & Gray Vinyl/Cloth Mix	1	\$ 211.00	\$ 211.00
13.44	Drivers Seat Covering, Blended Black & Gray Ultra Leather		\$ 649.00	\$ -
13.45	Omit Riders Seat		\$ (70.00)	\$ -
13.46	Mack - Fixed Rider Seat, High Back	1	STD	
13.47	Mack - Fixed Rider Seat, High Back w/Storage Box		\$ 71.00	\$ -
13.48	Mack - Fixed Rider Wide Bench Seat, Mid Back w/Storage Box		\$ 381.00	\$ -
13.49	Mack - Fixed Rider Bench Seat, Mid Back w/Storage Box		\$ 231.00	\$ -
13.50	Mack - Air Riders Seat, High Back, 1 Chamber Air Lumbar		\$ 107.00	\$ -
13.51	Sears - Air Riders Seat, Atlas 80, High Back, 4 Chamber Air Lumbar		\$ 463.00	\$ -
13.52	Sears-Air Riders Seat, Atlas 80, High Back, 4 Chamber Air Lumbar w/Heat		\$ 483.00	\$ -
13.53	Mack - Air Riders Seat, high back, 4 Chamber Air Lumbar, Bolster, Extension		\$ 624.00	\$ -
13.54	Mack - Air Riders Seat, High Back w/Adjustable Air Shocks, 4 Chamber Air Lumbar, Bolster, Extension w/Heat		\$ 675.00	\$ -
13.55	National-Air Riders Seat, Wide Width/High Back, 3 Chamber Air Lumbar		\$ 348.00	\$ -
13.56	National-Air Riders Seat, Wide Width/High Back, 3 Chamber Air Lumbar w/Heat		\$ 437.00	\$ -
13.57	Riders Seat Covering, Black Mordura		\$ 250.00	\$ -
13.58	Riders Seat Covering, Blended Black & Gray Mordura		\$ 257.00	\$ -
13.59	Riders Seat Covering, Black Vinyl		\$ 171.00	\$ -
13.60	Riders Seat Covering, Vinyl		STD	
13.61	Riders Seat Covering, Vinyl/Cloth Mix		\$ 194.00	\$ -
13.62	Riders Seat Covering, Ultra Leather		\$ 635.00	\$ -
13.63	Riders Seat Covering, Blended Black & Gray Vinyl/Cloth Mix	1	\$ 211.00	\$ 211.00
13.64	Riders Seat Covering, Blended Black & Gray Vinyl/Cloth Mix		\$ 211.00	\$ -
13.65	Riders Seat Covering, Blended Black & Gray Ultra Leather		\$ 649.00	\$ -
13.66	Inboard mounted driver arm rest		\$ 21.00	\$ -
13.67	Inboard mounted driver & rider arm rest	1	\$ 40.00	\$ 40.00
13.68	Without Drivers or Riders Armrest	0	STD	
13.69	Driver seat dust cover		\$ 9.00	\$ -
13.70	Passenger seat dust cover - Not Available with fix passenger seat		\$ 11.00	\$ -
13.71	Drive & Rider Seatbelt with Height Adjustable D-Ring, Orange in Color		\$ 88.00	\$ -
13.72	Orange driver & rider seat belt		\$ 76.00	\$ -
13.73	Push button type starter		\$ 14.00	\$ -
13.74	Co-pilot driver display (enhanced 4.5" diagonal graphic LCD display w/4-button stalk control - includes guard dog routine maintenance monitoring	1	STD	
13.75	Roadwatch ambient air temp gauge for outside and road temps - requires aero-dynamic mirrors	1	\$ 755.00	\$ 755.00
13.76	5lb fire extinguisher between driver seat base and door with valve aimed rearward	1	\$ 63.00	\$ 63.00
13.77	Reflector kit parallel to inside of rider base seat	1	\$ 27.00	\$ 27.00
13.78	Reflector kit mounted parallel & centered agaisnt BOC		\$ 32.00	\$ -

13.79	Blend air HVAC with ATC temp regulation & APADS		\$ 169.00	\$ -
13.80	Cab cleanout - includes in cab pneumatic line		\$ 53.00	\$ -
13.81	Cobra 29LTD Classic CB radio		\$ 343.00	\$ -
13.82	Cobra 19DX-IV Compact Cb Radio w/Dynamic Mic		\$ 153.00	\$ -
13.83	48" Radio antenna right side mirror mounted	1	\$ 4.00	\$ 4.00
13.84	48"CB Antenna left side mirror mounted	1	\$ 38.00	\$ 38.00
13.85	CB Binding Posts in Overhead Console		\$ 17.00	\$ -
13.86	CB Mounting in Overhead Console		\$ 48.00	\$ -
13.87	Auto shutoff for radio when truck is in reverse		\$ 55.00	\$ -
13.88	Without Secondary Gauge Pckage		STD	
13.89	Exhaust pyrometer, transmission oil temperature, boost pressure and brake application gauges	1	\$ 75.00	\$ 75.00
13.90	Exhaust pyrometer, transmission oil temperature, engine oil temperature and brake application gauges		\$ 100.00	\$ -
13.91	Exhaust pyrometer, transmission oil temperature, boost pressure and engine oil temperature gauges		\$ 75.00	\$ -
13.92	Exhaust pyrometer, transmission oil temperature, engine oil temperature and air cleaner restriction gauges		\$ 100.00	\$ -
13.93	Rear Axle temperature gauge	1	\$ 91.00	\$ 91.00
13.94	Red floor lighting w/switch plus (4) door lamps w/switches	1	\$ 103.00	\$ 103.00
13.95	Interior storage console mounted on floor between seats w/12 volt power outlet		\$ 359.00	\$ -
13.96	Bodybuilder interior console mounted to floor between seats		\$ 243.00	\$ -

**14.0 MN/DOT OPTIONS:**

14.1	Additional warranty coverage per spec 12.9			
14.2	Engine Plan 2 60 months 250,000 miles		\$ 2,910.00	\$ -
14.3	Engine Plan 2 72 months 250,000 miles		\$ 4,690.00	\$ -
14.4	Engine Plan 2 84 months 250,000 miles		\$ 6,270.00	\$ -
14.5	Engine Plan 2 60 months 250,000 miles - HP over 460 horses		\$ 4,308.00	\$ -
14.6	Engine Plan 2 72 months 250,000 miles - HP over 460 horses		\$ 6,961.00	\$ -
14.7	Engine Plan 2 84 months 250,000 miles - HP over 460 horses		\$ 9,414.00	\$ -
14.80	Engine after-treatment systems (EATS) 60 months 250,000 miles		\$ 942.00	\$ -
14.90	Engine after-treatment systems (EATS) 72 months 250,000 miles		\$ 1,708.00	\$ -
14.10	Engine after-treatment systems (EATS) 84 months 250,000 miles		\$ 2,274.00	\$ -
14.11	Engine after-treatment systems (EATS) 60 months 250,000 miles - HP over 460 horses		\$ 1,566.00	\$ -
14.12	Engine after-treatment systems (EATS) 72 months 250,000 miles - HP over 460 horses		\$ 2,087.00	\$ -
14.13	Engine after-treatment systems (EATS) 84 months 250,000 miles - HP over 460 horses		\$ 2,408.00	\$ -
14.14	M-Drive HD Transmission 48 months 500,000 miles		\$ 2,166.00	\$ -
14.15	M-Drive HD Transmission 60 months 500,000 miles		\$ 3,216.00	\$ -
14.15	Allison 60 month unlimited mileage Extended Warranty		\$ 1,312.00	\$ -
14.16	HVAC (Air Conditioning) 60 months		\$ 840.00	\$ -
14.17	Starter 60 months 300,000 miles		\$ 282.00	\$ -
14.18	Alternator 60 months 300,000 miles		\$ 324.00	\$ -
14.19	Starter & Alternator 60 months 300,000 miles		\$ 438.00	\$ -
14.20	Prebuild specification meeting (per person) to be held in St. Paul/Minneapolis area.		\$ 1.00	\$ -
14.21	Pilot inspection meeting (per person).		\$ 2,250.00	\$ -

**15.0 TRAILER TOW OPTIONS:**

15.1	Trailer tow package extended to rear of frame	1	\$ 417.00	\$ 417.00
15.2	Trailer package extend to rear of frame per Spec 12.12		\$ 534.00	\$ -
15.3	Single 7 pin SAE type, end of frame	1	\$ 117.00	\$ 117.00
15.4	Dual 7 pins standard SAE type, end of frame (1) for trailer with electric brakes, (1) for trailer with air brakes		\$ 213.00	\$ -
15.5	Hand control valve for trailer brakes	1	\$ 48.00	\$ 48.00

**16.0 MANUALS / TRADE-IN INTEREST FEE:**

16.1	Percent interest per month (non-compounding) on unpaid cab & chassis balance. Applies only to CPV Members. (Payable after trade-in is delivered to vendor). Percentage/per month.			
16.3	Manuals in print form, parts repair and service, per set		No Bid	
16.4	Premium Tech Tool		\$ 4,000.00	\$ -

**17.0 Delivery Charges:**

Price per loaded mile Starting Point				
17.1	Roseville, MN 55113		\$ 2.50	\$ -

**18.0 Maintenance/ Body Shop Labor rates**

18.1	Rate for Initial Inspection/Diagnosocoe		\$ 195.00	\$ -
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18.2	Rate for Mechanical Work		\$	195.00	\$	-
18.3	Rate for Body Work		\$	195.00	\$	-

19.0 **Quantity Discounts:**

20 **Next Model Year Upcharges**

	Enter the following Production Model Year here >>>>>>>>			2026		
20.1	Percentage Upcharge for the following Model Year Base Unit	1		2.00%	\$	2,379.80
20.2	Percentage Upcharge for the following Model Year Options	1		2.00%	\$	728.38

Total Cost: \$ 158,517.18

# Houston County Agenda Request Form

Date Submitted: May 1, 2025 Board Date: May 6, 2025

Person requesting appointment with County Board: Brian Pogodzinski

**Issue:**

The replacement cab & chassis will need to be equipped to be used to haul material and for plowing roads.

**Attachments/Documentation for the Board's Review:**

Towmaster Quotes (2)

**Justification:**

This purchase is to replace the truck box and equipment deemed a total loss.

**Action Requested:**

Board approval to accept 2025 plow box bid from Towmaster in the amount of \$217,366.00 under State Contract S863(5) Contract #267372. -OR- Board approval to accept Towmaster quote of \$102,000.00 to install combination of salvaged and new parts on truck.

For County Use Only			
<b><u>Reviewed by:</u></b>	_____ County Auditor	_____ County Attorney	_____ Zoning Administrator
	_____ Finance Director	_____ County Engineer	_____ Environmental Services
	_____ IS Director	_____ Other (indicate dept)	_____
<b><u>Recommendation:</u></b>			
<b><u>Decision:</u></b>			

All agenda request forms must be submitted to Allison Wagner at [BOC@co.houston.mn.us](mailto:BOC@co.houston.mn.us) by 12:00 p.m. o Thursday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and determine if the request will be heard at a County Board meeting.

# **TOWMASTER QUOTATION #1**

**ALL NEW PARTS**



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355  
 PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517  
 TOWMASTERTRUCK.COM

Reference No.  
 QT 95481

**\*\* QUOTATION \*\***

<b>Ship To:</b> HOUSTON COUNTY HIGHWAY DEPT 1124 E WASHINGTON ST  CALEDONIA MN 55921 USA	<b>Cust:</b> 3091 <b>Phone:</b>	<b>Bill To:</b> HOUSTON COUNTY HIGHWAY DEPT 1124 E WASHINGTON ST  CALEDONIA MN 55921	<b>Phone:</b>
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ATTN: JORDAN GOEDEN

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	4/10/25	4/10/25	

Serial No.  
**Order Comments:** \*\*STATE OF MN CONTRACT  
 267372\*\*

**Build Instructions** F.O.B. LITCHFIELD, MN -OR- CUSTOMER LOCATION W/FUEL CHARGES ONLY

Qty	Part No.	Description	Price Ea.	Net Amt.
1	9906250	- Body APB 15'-46-56 FD All Purpose body manufactured from 7 ga Stainless Steel 1/4" floor, Double acting plain tailgate, (no chutes) 34" wide conveyor, dual direct drive motors Direct drive cross auger, telescopic hoist, NO CAB SHIELD, front sliding feedgate, standard spinner assembly NO LIGHTS, NO OVALS in RCP, 409 stainless steel corner post, air trip tailgate release, Board pockets, 1 body prop, High Temp belt over chain, slat on every link. NO UNDERSIDE CONVEYOR COVER. **NOTE: CUSTOMER REQUIRES SOLID STATE 3/4" DIA "PENCIL LIGHTS" TO BE USED FOR REAR AND SIDE MARKER LIGHTS, ALONG WITH REQUIRED REFLECTORS PLACED IN THE SAME REGION OF THE LIGHTS.	\$73,196.00	\$73,196.00
1	SPECIAL NOTE - Special Note: UNDERSIDE CONVEYOR COVER & CABLE PULL-OFF VALVE DELETED FROM CONFIGURATION AS PER CUSTOMER REQUEST			
1	CUSTOM - Custom Equipment Pkg consisting of: CENTER (TALL) BOARD SUPPORTS, INTERIOR STEPS ADDED TO BODY, AND D-RING ADDED TO INSIDE TOP OF TAILGATE		\$875.00	\$875.00
1	9903157	- Body Option Swenson APB Double Acting Cylinder in Lieu of Std Single Acting **NOTE: NO CABLE PULL-OFF VALVE WANTED - - SEE NOTE AT END OF ORDER	\$2,038.00	\$2,038.00
1	9903159	- Body Option Swenson APB Air Operated Tailgate Control with Air Switch	\$328.00	\$328.00
1	9901701	- Installation of Dump Body to hoist	\$2,420.00	\$2,420.00

\*--- Continued ---\*

Accepted by \_\_\_\_\_

Date \_\_\_\_\_

Price:

Total Discounts:

Net Cost:

Freight

Total:



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355  
 PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517  
 TOWMASTERTRUCK.COM

Reference No.  
 QT 95481

**\*\* QUOTATION \*\***

<b>Ship To:</b> HOUSTON COUNTY HIGHWAY DEPT 1124 E WASHINGTON ST  CALEDONIA MN 55921 USA	<b>Cust:</b> 3091 <b>Phone:</b>	<b>Bill To:</b> HOUSTON COUNTY HIGHWAY DEPT 1124 E WASHINGTON ST  CALEDONIA MN 55921	<b>Phone:</b>
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ATTN: JORDAN GOEDEN

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	4/10/25	4/10/25	

Serial No.

**\*\*NOTE: CUSTOMER REQUIRES SOLID STATE 3/4" DIA "PENCIL LIGHTS" TO BE USED FOR REAR AND SIDE MARKER LIGHTS, ALONG WITH REQUIRED REFLECTORS PLACED IN THE SAME REGION OF THE LIGHTS.**

1	9901702 - Installation of air operated tailgate latch kit, with solenoid valve in hydraulic valve enclosure.		\$472.00	\$472.00
1	9900147 - Body acc Box Vibrator - Cougar model DC3200		\$866.00	\$866.00
1	9901703 - Installation of Box Vibrator, with solenoid located in hydraulic valve enclosure.		\$549.00	\$549.00
1	9900148 - Body acc'y License plate light at rear (for weld on cabshields) installed		\$327.00	\$327.00
1	9900149 - Body acc'y MUDFLAPS, FRONT (of driver wheels) w/ brkts installed		\$621.00	\$621.00
1	9900150 - Body acc'y Grab Handle, un-plated, weld-on installed (ea) SPECIFY LOCATION HERE:		\$43.00	\$43.00
1	9901225 - Cabshield, 1/2 type weld-on style, Stainless Steel, attached to body <b>**NOTE: License plate bracket &amp; light to be provided on back face upper edge of Cabshield, LH (driver's side). Coordinate height with Tarp Hood to keep as low as possible.</b>		\$2,976.00	\$2,976.00
1	9900207 - Ladder Access ladder (STAINLESS STEEL) Including Grab Handle above, and Interior Step, ea, Installed <b>**NOTE: LADDER NEEDS TO EXTEND BELOW THE BODY SIDE RUBRAIL TO ALLOW FOR EASIER ACCESS. AT LEAST 1 ADDITIONAL RUNG LOWER THAN PREVIOUS EXAMPLES. SPECIFY LOCATION HERE: LH FRONT AREA</b>		\$731.00	\$731.00

\*--- Continued ---\*

Accepted by \_\_\_\_\_

Date \_\_\_\_\_

Price:

Total Discounts:

Net Cost:

Freight

Total:



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355  
 PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517  
 TOWMASTERTRUCK.COM

Reference No.  
 QT 95481

**\*\* QUOTATION \*\***

<b>Ship To:</b> HOUSTON COUNTY HIGHWAY DEPT 1124 E WASHINGTON ST  CALEDONIA MN 55921 USA	<b>Cust:</b> 3091 <b>Phone:</b>	<b>Bill To:</b> HOUSTON COUNTY HIGHWAY DEPT 1124 E WASHINGTON ST  CALEDONIA MN 55921	<b>Phone:</b>
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ATTN: JORDAN GOEDEN

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	4/10/25	4/10/25	

Qty	Part No.	Description	Price Ea.	Net Amt.
1	9900209	- Body acc'y Shovel Holder, Vertical fork/ring style (ea)	\$95.00	\$95.00
1	9900211	- Body acc'y Dual "split" sander manifolds	\$534.00	\$534.00
1	9900215	- Light Dbl Face Turn Lights w/steel protectors (cabshield sides)	\$672.00	\$672.00
1	9904246	- Light Warning TMTE1SS-3 PKG: (2) STAINLESS STEEL 23H 3-light LED Micro-Edge, (2) 5M-400 Super-LED, (2) Side TIR3 LED, (2) 400 Max B-T-T LED, & (2) 400 LED BU Lights, in Stainless M Housings, (1) TIR3 LED Wing light, and (2) 4" LED work lights Installed	\$5,821.00	\$5,821.00
1	9905778	- Light Mirror Mounted ABL 3800 LED HEAD LAMP PLOW LIGHTS W/ICE MELTING TECHNOLOGY Installed	\$1,567.00	\$1,567.00
1	9900259	- Light acc'y LED work light with disconnect Installed **NOTE: BOX CARGO LIGHT - - MOUNTED ON CABSHIELD TO SHINE INSIDE OF DUMP BODY. SEE PREVIOUS EXAMPLES	\$642.00	\$642.00
1	1965280	- Minimizer FKMACK2B Floor Mat Set for TDM and SGL	\$253.00	\$253.00
1	9900279	- Body Acc'y Side Boards (SGL or TDM) 2" OAK (rough sawn) 2-pc, Installed.	\$853.00	\$853.00
1	9901711	- Installation of Telescopic DOUBLE acting hoist	\$2,161.00	\$2,161.00
1	9902920	- Scraper FALLS IB-11A 1" MB, w/single lift cylinder, LESS CUTTING EDGES	\$9,106.00	\$9,106.00
1	9902822	- VBL Vallite Curved Double Bevel 3/4" x 6" x 5' w/5/8" dia holes, cutting edge	\$148.00	\$148.00

\*--- Continued ---\*

Accepted by \_\_\_\_\_

Date \_\_\_\_\_

Price:

Total Discounts:

Net Cost:

Freight

Total:



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355  
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Reference No.  
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ATTN: JORDAN GOEDEN

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	4/10/25	4/10/25	

Serial No.	Description	Price	Appx Comp
1 9902830	- VBL Vallite Curved Double Bevel 3/4" x 6" x 6' w/5/8" dia holes, cutting edge	\$177.00	\$177.00
1 9901705	- Installation of underbody fixed angle scraper w/single lift cylinder	\$3,887.00	\$3,887.00
1 9904232	- Scraper FORCE Up Charge Electric pressure transmitter to read on LCD screen installed	\$429.00	\$429.00
1 9900351	- Scraper FORCE reverse/Auto-Lift system, ADD-A-FOLD valve, installed	\$538.00	\$538.00
1 9902941	- Wing Falls RHSDL9A-HYDPB Primed LESS CUTTING EDGES	\$14,687.00	\$14,687.00
1 9902855	- VBL 3/4" x 6" - 9' Carbon Steel Snow Blade	\$251.00	\$251.00
1 9900388	- Installation Falls SDL Series Wing - w/Bulkhead Couplers	\$6,655.00	\$6,655.00
1 9900477	- Wing Falls Hwy Orange - Paint Moldboard	\$465.00	\$465.00
1 9900557	- Plow Hitch Falls 44XB2/STD/STD/DA-HITCH	\$4,290.00	\$4,290.00
1 9900590	- Installation Falls Plow Hitch - 40 Series 4Line/STDBLKHD	\$2,838.00	\$2,838.00
1 9903091	- Plow Falls RH312R/SPR-TRP/NOSHU/PRI-E1/7GA LESS CUTTING EDGES	\$10,393.00	\$10,393.00
1 9900625	- Plow Push Unit Falls 24/44 Series Std	\$1,312.00	\$1,312.00
1	SPECIAL REQUEST - Special Request Charges for: REINFORCEMENT OF FALLS PLOW MOLDBOARD AS PER PREVIOUS EXAMPLES	\$1,020.00	\$1,020.00

\*--- Continued ---\*

Accepted by \_\_\_\_\_

Date \_\_\_\_\_

Price:

Total Discounts:

Net Cost:

Freight

Total:



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355  
 PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517  
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ATTN: JORDAN GOEDEN

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	4/10/25	4/10/25	

Qty	Part No.	Description	Price Ea.	Net Amt.
1	9900639	- Plow Falls Rubber Belt Deflector Kit - Installed	\$509.00	\$509.00
1	9900679	- Plow Falls Hwy Orange Paint, Rev Plow, w/installation	\$618.00	\$618.00
1	9900730	- Plow Falls SCR-ADJ/SHOE/REV-PLW/STD	\$893.00	\$893.00
1	9902858	- VBL 3/4" x 6" - 12' Carbon Steel Snow Blade	\$326.00	\$326.00
1	9900758	- Hitch TMTE Heavy Duty plate ass'y w/light holes in plate,	\$623.00	\$623.00
1	9901716	- Hitch Installation of Pup Hitch (weld in style)	\$1,253.00	\$1,253.00
**NOTE: HITCH PLATE FACE TO BE LOCATED: SEE PREVIOUS EXAMPLE FOR PLACEME				
1	9900764	- Hitch PREMIER 2300 Air Cushion Pintle, installed	\$1,311.00	\$1,311.00
**NOTE: 1. HEIGHT TO BE 24" GROUND TO SADDLE 2. PINTLE HOOK WILL NEED TO BE REMOVED AND SHIPPED LOOSE IN CAB TO ACCOMODATE THE REAR WING POST ACROSS THE TOW HITCH.				
1	9902493	- Hitch 7 contact Standard Round Pin Std socket installed	\$164.00	\$164.00
1	9900769	- Hitch TMTE Pup hyd line w/std Coupler & pup trip switch pkg, installed	\$865.00	\$865.00
1	9901733	- Sander Install & configure sander components as rigid frame mount on chassis	\$6,612.00	\$6,612.00
**NOTE: SEE PREVIOUS EXAMPLE FOR SANDER SPINNER LINES TEE-OFF AND ROUTED TO REARHITCH PLATE.				
1	9900852	- Valve System, Force Add-A-Fold MCV-ISO Valve 10 Functions , INSTALLED	\$19,667.00	\$19,667.00

\*--- Continued ---\*

Accepted by \_\_\_\_\_

Date \_\_\_\_\_

Price:

Total Discounts:

Net Cost:

Freight

Total:



**TOWMASTER TRUCK EQUIPMENT**  
 TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355  
 PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517  
 TOWMASTERTRUCK.COM

**Reference No.**  
 QT 95481

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<b>Ship To:</b> HOUSTON COUNTY HIGHWAY DEPT 1124 E WASHINGTON ST  CALEDONIA MN 55921 USA	<b>Cust:</b> 3091 <b>Phone:</b>	<b>Bill To:</b> HOUSTON COUNTY HIGHWAY DEPT 1124 E WASHINGTON ST  CALEDONIA MN 55921	<b>Phone:</b>
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ATTN: JORDAN GOEDEN

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	4/10/25	4/10/25	

Serial No. \_\_\_\_\_

**NOTE: BOX HOIST, PLOW LIFT, PLOW ANGLE, WING TOE, WING HEEL, WING PUSHBAR, SCRAPER LIFT, CONVEYOR, CROSS AUGER, & SPINNER. SEE ALSO ADDITIONAL LINE ITEMS BELOW**

1	9900998 - Valve Force PUP HOIST Section ADD-A-FOLD, Includes extra section & harness provision		\$1,499.00	\$1,499.00
1	9902500 - Control System Force ULTRA-5-5100EX-3F Commander control, Installed		\$16,043.00	\$16,043.00
1	9904959 - Slim-Line (space saver) 30 gal reservoir w/intank filter included, INSTALLED (STAINLESS STEEL)		\$5,709.00	\$5,709.00
1	9900888 - Pump Force FASD45L LS (6 ci) installed		\$6,416.00	\$6,416.00
1	9900871 - Switch TMTE BODY UP Installed (electric controls only)		\$288.00	\$288.00
1	9900884 - Sensor Force Low oil indicator system, SLIM-LINE AND CABSHIELD MOUNTED w/light mounted in cab, installed		\$334.00	\$334.00
1	<b>WARRANTY - TOWMASTER EXCLUSIVE WARRANTY: 5 yr Steel/Stainless Steel Body Structure; 5 yr Whelen LED Light Systems; 4 yr SwapLoader Hoists; 2 yr Hyd, Snow Equip, Tele Hoists, and all other items.</b>			

<b>Accepted by</b> _____	<b>Date</b> _____		<b>Price:</b> \$217,366.00
			<b>Total Discounts:</b>
			<b>Net Cost:</b> \$217,366.00
			<b>Freight</b>
			<b>Total:</b> \$217,366.00

# General Terms and Conditions for the Sale of Goods by Subsidiaries of ASH North America, Inc

## 1. SCOPE AND VALIDITY

1.1. These General Terms and Conditions for the Sale of Goods (these "Terms") govern the sale and delivery of all goods and products (the "Products"), and all transactions incidental thereto, by such subsidiary of ASH North America, Inc. identified on the respective Confirmed Order (as defined below) as the seller or supplier ("Seller") to any of its customers (each a "Customer"). The liability of each such subsidiary under these Terms or any Confirmed Order shall be several and not joint. Customer acknowledges and agrees that nothing in these Terms or any Confirmed Order shall be construed as implying joint liability in any case of ASH North America, Inc. or any of its subsidiaries. Each Seller shall be solely responsible for its own acts or omissions under the respective agreement with Customer.

1.2. No other terms or conditions shall be of any force or effect unless otherwise specifically agreed upon by Seller in a writing duly executed by an authorized officer of Seller. These Terms supersede any and all prior oral quotations, communications, agreements, or understandings of the parties in respect to the sale and delivery of the Products. The Seller may issue additional Terms and Conditions of Sale for certain products. These shall apply in addition to the present Terms. Any additional or different terms or conditions contained in Customer's Order (as defined below), response to Seller's confirmation, or any other form or document supplied by Customer are hereby expressly rejected and are rendered null, void, and of no effect. These Terms may not be modified, amended, waived, superseded, or rescinded, except by written agreement signed by an authorized officer of Seller. Delivery of the Products by Seller does not constitute acceptance of any of Customer's terms and conditions and do not serve to modify or amend these Terms.

1.3. The issuance of an Order (as defined below) by Customer to Seller or any communication or conduct of Customer which confirms an agreement for the delivery of Products by Seller, as well as acceptance in whole or in part by Customer of any delivery of Products by Seller, shall be construed as Customer's acceptance of these Terms.

## 2. OFFERS, ORDERS AND CONFIRMATION

2.1. Unless otherwise specified by Seller in writing, all offers made by Seller are not binding and may be revoked by Seller at any time without any liability to Customer.

2.2. Customer shall issue to Seller orders for the purchase of Products, in written form via the order process determined by Seller from time to time (each, an "Order"). By issuing an Order to Seller, Customer makes an offer to purchase the Products pursuant to these Terms and the terms set forth on such Order. Provided that the Order contains the same terms as in Seller's corresponding offer, the Order shall be binding on Customer for six (6) weeks after Seller's receipt of such Order.

2.3. Seller may refuse an Order for any or no reason. No Order is binding upon Seller until Seller's acceptance of the Order in writing, the issuance of any governmental permit, license, or authority to Seller, as may be required under applicable laws, rules and regulations, and the receipt by Seller of a resale license to be provided by Customer (a "Confirmed Order").

2.4. Specifications and other information on drawings, data sheets, pictures, plans, brochures, catalogs, or Seller's website shall not be binding on Seller unless such specifications and information have been agreed to in writing by Seller in a Confirmed Order. Notwithstanding a Confirmed Order, Seller shall have no obligation to deliver Products to Customer or otherwise fulfill any of its obligations set forth in a Confirmed Order if Customer is in breach of any of its obligations hereunder or any Confirmed Order.

2.5. Customer may submit to Seller written requests to change the terms of a Confirmed Order (each such request, a "Change Order Request"). Seller may, at its sole discretion, consider such Change Order Request, provided that Seller will have no obligation to perform any Change Order Request unless and until Seller has agreed in writing to adopt such Change Order Request. If Seller elects to consider such a Change Order Request, then Seller shall promptly notify Customer of any adjustment to the applicable purchase price for the Products.

2.6. In the event Customer cancels any Confirmed Order for any reason, Customer shall reimburse to Seller all of Seller's costs and

expenses associated with or incurred due to such cancellation, including but not limited to the cost of raw materials, labor, and storage if cancellation occurs before Seller's commencement of production. In the event Customer cancels any Confirmed Order for any reason and Seller has started the production of the Product on the respective Confirmed Order, Customer shall pay to Seller the full purchase price.

2.7. Each Confirmed Order shall be considered a separate agreement between the parties, and any failure to deliver the Products under any Confirmed Order shall have no consequences for other deliveries of Products.

## 3. PRICES

3.1. Unless otherwise agreed to by the parties in the applicable Confirmed Order, the prices of the Products shall be FCA (agreed delivery location on the applicable Confirmed Order), Incoterms 2022.

3.2. Unless otherwise agreed by the parties in a Confirmed Order, the price of the Products shall not include transportation, insurance, packaging, and Tooling (as defined below) and other materials used for the manufacturing and delivery, sales or Heavy Vehicle Use Tax (HVUT), other use tax or any other similar applicable federal, state or foreign taxes, duties, levies, or charges in any jurisdiction in connection with the sale or delivery of the Products ("Taxes"). Such Taxes shall be payable by Customer, and if Seller is responsible for the collection thereof, such Taxes shall either be added to the price invoiced or be separately invoiced by Seller to Customer. Any special requests concerning shipping, transportation, and insurance shall be communicated to Seller in a timely manner and subject to Seller's prior written approval. Customer shall bear all costs resulting from such requests. In case of lead delivery times of more than two (2) months, Customer hereby acknowledges and agrees that Seller, may, at its sole discretion, increase or decrease the agreed prices on any Confirmed Order in the event of material price changes in wages, materials, energy or raw material after the date of the Confirmed Order.

## 4. PAYMENT TERMS

4.1. Except as set forth in Section 4.2 or unless otherwise agreed in writing by Seller, the purchase price for the Products and all other amounts due under a Confirmed Order shall be due and payable in US dollars within thirty (30) days following the date of Seller's invoice for such Products without any discount, deduction or offset whatsoever. In no event shall any loss, damage, injury or destruction, Force Majeure (as defined below), or any other event beyond Customer's control release Customer from its obligation to make the payments required herein. Payment of all amounts due hereunder shall be made by bank transfer or in any other manner set forth on Seller's invoice. Customer shall be solely responsible for any bank fees, or other fees, incurred due to the wire transfer or any other selected payment method. If Seller agrees to payment by credit card, Seller shall charge an appropriate transaction fee, which the Customer shall also pay.

4.2. In the event Seller becomes aware of circumstances or has reason to believe that there are circumstances that may have an adverse effect on Customer's financial condition, Seller may require the Customer to pay the total amount of the purchase price or fees, or a portion thereof prior to the delivery of the Products. Seller may, without any liability to Customer, refuse the delivery of any Product in the event the Customer fails to make the payment as required under this Section 4.2.

4.3. Time is of the essence for the payment of all amounts due to Seller under any Confirmed Order. If Customer fails to make payments of any amount when due, Customer shall pay interest to Seller at the rate of one percent (1%) per month or such lesser amount as may be permitted by applicable law starting from the due date until payment to Seller of such amount in full. In addition to the interest, Seller may, at its sole discretion, charge the Customer a flat fee of \$40 for each reminder notice issued to Customer due to late payments. If Customer fails to comply with these Terms or a Confirmed Order, or if Customer becomes insolvent, all balances then due and owing to Seller shall become due immediately, notwithstanding any payment terms agreed by the parties. All costs and expenses incurred by Seller with respect to the collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, and other expenses of litigation) shall be borne by Customer. Every payment by Customer shall first be

applied to pay for Seller's cost of collection, then interest owed by Customer, and then to the oldest outstanding claim.

4.4. Notwithstanding anything in the foregoing Section 4.3 or Section 5, if the parties agreed on installment payments in a Confirmed Order and Customer fails to make any installment payment when due, the remaining balance including accrued interest, and any expenses incurred by Seller shall be due and payable to Seller promptly upon Customer's receipt of written notice of delinquency from Seller.

## 5. SECURITY INTEREST

5.1. If Seller extends credit to Customer for the purchase price for any Products (including but not limited to pursuant to Section 4.1.), or any other amounts due to Seller, Customer hereby grants to Seller as security for the timely payment and performance of all Customer's payment obligations to Seller, a first priority security interest (the "Security Interest") in all Products heretofore or in the future delivered to Customer and in the proceeds thereof for as long as such Products shall not have been sold by Customer in the ordinary course of business (the "Collateral"). Seller shall be entitled to file any and all financing, continuation, or similar statements under the Uniform Commercial Code in any jurisdiction and take any and all other action necessary or desirable, in Seller's sole and absolute discretion, to perfect its Security Interest in the Collateral and to establish, continue, preserve, and protect Seller's Security Interest in the Collateral. Customer agrees to take any and all actions and provide Customer with all information necessary to enable Seller to perfect and enforce its Security Interest in all jurisdictions and vis-à-vis any of Customer's creditors, and hereby irrevocably grants to Seller a power of attorney to execute all necessary statements or documents in Customer's name for the perfection and enforcement of such Security Interest. The Security Interest shall remain in force until payment in full of the entire purchase price for such Products, and any other amounts due to Seller by Customer. Seller may, without notice, change or withdraw extensions of credit at any time.

## 6. OBLIGATIONS OF CUSTOMER

6.1. Customer shall use the Products solely for their intended purpose and pursuant to Seller's instructions, and agrees to use only qualified personnel for the handling of the Products. Customer shall ensure that its customers, employees, agents, and other representatives comply with this Section 6.1. and shall be responsible for their acts and omissions.

## 7. DELIVERY AND ACCEPTANCE

7.1. Unless otherwise agreed in writing by Seller, all deliveries of Products shall be made FCA (agreed delivery location) (Incoterms 2020) and title to and risk of loss for the Products shall pass to Customer upon delivery pursuant to this Section 7.1.

7.2. Any delivery and performance times or dates communicated by or on behalf of Seller are estimates and shall not be binding on Seller. Seller may make partial delivery of Products to be delivered under any Confirmed Order and invoice Customer separately for such partial deliveries or performance. If Customer has not received the Products after six (6) weeks from the estimated delivery date, Customer may make a written request to Seller for delivery. Customer hereby acknowledges and agrees that the actual delivery date of the Products is conditioned upon the complete, accurate and timely delivery of materials from Seller's vendors and suppliers. No delay in delivery of any Products shall relieve Customer of its obligation to accept the delivery or performance thereof and make payments of any amounts due in accordance with these Terms, including but not limited to delays caused governmental restrictions on exports or imports and similar measures.

7.3. Customer's failure to accept the delivery of Products pursuant to a Confirmed Order shall not release or excuse Customer from its obligation to timely pay all amounts due in connection with such Confirmed Order. The Products shall be deemed delivered at the time they have been made available to Customer. If Customer rejects or revokes acceptance of Products, or fails to pay any amounts when due, Seller, in its sole and absolute discretion, may extend the period of delivery of Products by such period as Seller may deem reasonable with such period not exceeding three (3) months from the agreed delivery date, or withhold or cancel delivery of any Products, or cancel any or all Confirmed Orders without any further obligations to Customer whatsoever.

In such event, Customer shall be responsible for any and all costs and expenses incurred, or damages or losses suffered by Seller in connection with any such delay notwithstanding any action or inaction by Seller with regard to such delay. Any remaining Products that have not been accepted by Customer within the extended delivery period determined by Seller will be delivered and invoiced by Seller to Customer and Customer agrees to accept such delivery and pay for the purchase price and other amounts payable for the delivered Products.

## 8. EXAMINATION AND CONFORMITY TO ORDER

8.1. Promptly upon receipt of any Products, Customer shall conduct a full and complete inspection of such Products as to any defects and to confirm compliance with all requirements of the applicable Confirmed Order. Customer shall notify Seller in writing of any packaging defects, apparent defects, or non-compliance of such Products with the applicable Confirmed Order that Customer has or could reasonably have discovered during such inspection within seven (7) days from the date of receipt of such Products, and Customer shall notify Seller in writing within three (3) days of the date on which Customer shall first have become aware of any hidden defect or non-compliance which could not reasonably have been discovered during Customer's initial inspection of the Products. Such notification shall include reasonable details (including images) on the alleged defects including lot, batch, or Order numbers.

8.2. If Customer fails to timely notify Seller of any defects or other non-compliance of any Products delivered or Customer (or its customers, employees, agents, or representatives) uses, destroys, or modifies any Products that Customer knows or should have known to be defective or non-compliant without Seller's prior written consent, Customer shall be deemed to have unconditionally accepted such Products and waived all of its claims for breach of warranty or otherwise in respect of such Products.

8.3. Customer may only return the Products to Seller with Seller's prior written approval. If the return has been approved by Seller, Customer shall return the Products to Seller at Customer's sole risk and expense to the destination directed by Seller.

8.4. Complaints of Customer in connection with the shipping or transport shall be directed to the carrier promptly upon receipt of the delivery or the freight documents.

## 9. LIMITED PRODUCT WARRANTY

9.1. Seller warrants to Customer that the Products will be free of defects in material and workmanship and conform with the requirements set forth in the applicable Confirmed Order for a period of twelve (12) months from the date of delivery for new business Products and ninety (90) days after sales Products. (the "Limited Product Warranty").

9.2. Unless expressly agreed to in writing by Seller, Seller makes no warranty that the Products comply with applicable law, regulations, or specifications in any jurisdiction in which the Products may be used, integrated or incorporated. Any governmental or other approvals necessary in connection with the use, integration or incorporation of the Products shall be Customer's sole responsibility.

9.3. The Limited Product Warranty shall be void if the Defect (as defined below) resulted from (a) improper or inadequate use, storage, handling, operation, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following delivery of the Product, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

9.4. In the event of an alleged breach of the Limited Product Warranty (a "Defect"), Customer shall, at Customer's sole expense, send the Product to Seller. Seller shall conduct the necessary tests on such Product within a reasonable period. If Seller confirms the Defect, Seller shall, at its sole option and discretion, repair or replace the Defective Product. If the repair or replacement of the Defective Product is commercially unreasonable to Seller, Seller may, at its sole discretion, issue a refund to Customer in the amount Seller deems adequate. Such repair, replacement, or refund shall be the sole liability of Seller and the sole remedy of Customer with respect to a Defect. In no event shall any warranty claims for a Defect be made after twelve (12) months from the date of Customer's receipt of the Products. Any Products or parts returned to Seller for removal or repair under this Section 9.4 shall be the property of Seller. Any applicable Limited Product Warranty period shall not start anew with the repair or replacement of the Defective Product (or any portion thereof).

9.5. Except for Limited Product Warranty, SELLER HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. Seller makes no other warranties with respect to the Products, and no person is authorized to make any warranties on behalf of Seller that are inconsistent with the warranties set forth under this Section 9.

## 10. LIMITATION OF LIABILITY

10.1. IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER, ITS CUSTOMERS, EMPLOYEES, AGENTS, AND OTHER REPRESENTATIVES FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OF THE TERMS CONTAINED HEREIN, SELLER'S LIABILITY FOR ANY CLAIM WHETHER BASED UPON CONTRACT, TORT, EQUITY, NEGLIGENCE, OR ANY OTHER LEGAL CONCEPT SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PRODUCTS, GIVING RISE TO SUCH CLAIM. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THESE TERMS FAIRLY ALLOCATE THE RISKS BETWEEN SELLER AND CUSTOMER, THAT SELLER'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, SELLER WOULD NOT HAVE ENTERED INTO AN AGREEMENT WITH CUSTOMER FOR THE SALE OF THE PRODUCTS.

10.2. Seller shall not be liable for, and Customer assumes responsibility and shall indemnify, defend, and hold Seller harmless for any and all claims, including without limitation claims for personal injury or property damages, resulting from (a) the improper or inadequate use, storage, handling, operation, assembly, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, or repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following the delivery of the Products, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, or (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

10.3. In jurisdictions that limit or preclude limitations or exclusion of remedies, damages, or liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages, or liability set forth in these Terms are intended to apply to the maximum extent permitted by applicable law, and these Terms shall be deemed amended to comply with such limitations or exclusions. Customer may also have other rights that vary by state, country or other jurisdiction.

## 11. CONFIDENTIALITY

11.1. "Confidential Information" means: (i) any know-how, trade secrets, and other business or technical information of Seller that is confidential or proprietary or due to its nature or under the circumstances of its disclosure the Customer knows or has reason to know should be treated as confidential or proprietary, including but not limited to quotations, drawings, project documentation, samples and models.

11.2. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of these Terms by the Customer; (ii) is rightfully known by the Customer at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Customer without use of Seller's Confidential Information; (iv) is rightfully received by the Customer from a third party without restriction on use or disclosure; or (v) is disclosed with Seller's prior written approval.

11.3. Customer shall not use Seller's Confidential Information except as necessary to use the Products and will not disclose such Confidential Information to any third party except to those of its employees, agents, subcontractors, or representatives who have a bona fide need to know such Confidential Information to enable Customer to use the Products; provided that each such employee, agent, subcontractor, and/or representative is/are bound by a written agreement that contains use and nondisclosure restrictions not less stringent than the terms set forth in this Section 11.3. The Customer will employ all reasonable steps to protect Seller's Confidential Information from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information of like importance. The foregoing obligations will not restrict the Customer from disclosing Seller's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Customer gives reasonable notice to Seller to contest such order or requirement; (ii) to its legal or financial advisors; and (iii) as required under applicable securities regulations.

11.4. In the event of a violation or threatened violation of Customer's obligations under this Section 11, Seller shall be entitled to seek equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance and any other relief that may be available from any court, without the requirement to secure or post any bond, or show actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but in addition to all other remedies available under these Terms, at law, or in equity.

## 12. INTELLECTUAL PROPERTY

12.1 Seller reserves the sole and exclusive ownership of the intellectual property rights in the Products (including but not limited to the technology used to manufacture the Products) and any improvements thereof regardless of inventorship or authorship. Customer shall not (and shall cause its employees, agents, representatives and customers to not) reverse engineer, decompile, disassemble, or decode any of Seller's intellectual property embedded or used in any of the Product.

## 13. FORCE MAJEURE

13.1. Seller shall not be responsible for any failure or delay in its performance under these Terms due to causes beyond its reasonable control, including, but not limited to, disruptions of the public power supply, communications, and transportation infrastructure, governmental measures, malware or hacker attacks, fire, extraordinary weather events, epidemics, pandemics (or any government restrictions implemented as a result thereof), nuclear and chemical accidents, earthquakes, war, terrorist attacks, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, or other acts of God.

## 14. MISCELLANEOUS

14.1. If any provision contained in these Terms or any Confirmed Order is held by final judgment of a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalid, illegal, or unenforceable

provision shall be severed from the remainder of these Terms or such Confirmed Order, and the remainder of these Terms or such Confirmed Order shall be enforced. In addition, the invalid, illegal, or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these Terms, such modification being made to the minimum extent necessary to render such provision valid, legal, and enforceable.

14.2. Seller may assign its rights and/or delegate its liabilities under any Confirmed Order at any time. Customer may not assign its rights or delegate its responsibilities under a Confirmed Order without Seller's prior written consent.

14.3. Seller's waiver of any breach or violation of these Terms or the provisions of any Confirmed Order by Customer shall not be construed as a waiver of any other present or future breach or breaches by Customer.

14.4. The parties hereto are independent contractors and nothing in these Terms will be construed as creating a joint venture, partnership, employment, or agency relationship between the parties.

14.5. Notices by a party regarding the exercise of rights and obligations under these Terms must be signed by authorized representatives of such party, and delivered via courier, mail, or e-mail to the other party's address indicated in the applicable Confirmed Order, provided that a notice by e-mail shall only be validly given if receipt thereof is acknowledged in writing by the recipient.

## **15. ENTIRE AGREEMENT; CONFLICTS.**

15.1. These Terms, including the applicable Confirmed Order, constitute the entire and exclusive agreement of the parties regarding the subject matter hereof and supersede any and all prior or contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter. In the event of a conflict between the provisions of these Terms and the provisions of a Confirmed

Order, the provisions of the Confirmed Order will govern and control. Seller may amend or modify these Terms from time to time. Seller may, at its sole discretion, provide Customer with written notice of any such changes, revisions, amendments, or modifications, provided, however that any such changes, revisions, amendments, or modifications shall become effective without any further action by any party and that they shall not apply to any Confirmed Order prior to the effective date of such changes, revisions, amendments, or modifications.

## **16. APPLICABLE LAW AND JURISDICTION**

16.1. These Terms and the Confirmed Orders shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would defer to or cause the application of the substantive laws of any jurisdiction other than Wisconsin. The parties hereby expressly exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

16.2. Any dispute, controversy, or claim arising out of or relating to these Terms and any Confirmed Order, including but not limited to the execution, performance, or termination thereof or to any issue of liability arising out of the performance of these Terms or any Confirmed Order, which the parties have not been able to settle amicably shall be submitted to the exclusive jurisdiction of the state or federal courts with jurisdiction in the County of Calumet, Wisconsin, provided that notwithstanding the foregoing, Seller shall be entitled to seek specific performance and injunctive relief in any court of competent jurisdiction. Each party hereby waives any and all claims, pleas, or defenses (including without limitation a plea for forum non conveniens) that would permit such party to seek the jurisdiction of any courts or arbitration tribunals other than those set forth in the preceding sentence.

16.3. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS.

**TOWMASTER QUOTATION #2**

**COMBINATION SALVAGED  
AND NEW PARTS**



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355  
 PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517  
 TOWMASTERTRUCK.COM

Reference No.  
 QT 95880

**\*\* QUOTATION \*\***

<b>Ship To:</b> HOUSTON COUNTY HIGHWAY DEPT 1124 E WASHINGTON ST  CALEDONIA MN 55921 USA	<b>Cust:</b> 3091 <b>Phone:</b>	<b>Bill To:</b> HOUSTON COUNTY HIGHWAY DEPT 1124 E WASHINGTON ST  CALEDONIA MN 55921	<b>Phone:</b>
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ATTN: JORDAN GOEDEN 507-459-4191

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	JOSH PAULSON	NET 30 DAYS	4/29/25	4/29/25	0/00/00

Serial No.

Qty	Part No.	Description	Price Ea.	Net Amt.
1		SERVICE JOB - T - Misc parts and labor for: TO REMOVE EXSISTING EQUIPMENT FROM WRECKED CHASSIS TO REUSE, TO INCLUDE BUT NOT LIMITED TO APB BODY, UNDERBODY SCRAPER AND COMPONENTS THAT ARE GOOD, SDL WING AND MOUNTING HARDWARE, HYDRAULIC VALVE ENCLOSURE, TO REMOVE WELD ON CABSHIELD AND REPLACE WITH NEW, DO NOT REUSE OLD HOSES USE NEW WHILE INSTALLING COST CAPTURED ON OTHER LINE ITEM.	\$14,500.00	\$14,500.00
1		CUSTOM - Custom Equipment Pkg consisting of: FOR NEW HYDRAULIC HOSES, MISC HARDWARE FOR UPFITTING OLD EQUIPMENT ON NEW CHASSIS AND ANYTHING ELSE NEEDED IE: FLUID, TIES, MISC	\$7,900.00	\$7,900.00
1	9901701	Installation of Dump Body to hoist	\$2,420.00	\$2,420.00
1	9901702	Installation of air operated tailgate latch kit, with solenoid valve in hydraulic valve enclosure.	\$472.00	\$472.00
1	9901703	Installation of Box Vibrator, with solenoid located in hydraulic valve enclosure.	\$549.00	\$549.00
1	9900148	Body acc'y License plate light at rear (for weld on cabshields) installed	\$327.00	\$327.00
1	9900149	Body acc'y MUFLAPS, FRONT (of driver wheels) w/ brkts installed	\$621.00	\$621.00
1	9901225	Cabshield, 1/2 type weld-on style, Stainless Steel, attached to body	\$2,976.00	\$2,976.00
1	9900215	Light Dbl Face Turn Lights w/steel protectors (cabshield sides)	\$672.00	\$672.00

\*--- Continued ---\*

Accepted by _____	Date _____	Price:
		Total Discounts:
		Net Cost:
		Freight
		Total:



**TOWMASTER TRUCK EQUIPMENT**  
 TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355  
 PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517  
 TOWMASTERTRUCK.COM

**Reference No.**  
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**\*\* QUOTATION \*\***

<b>Ship To:</b> HOUSTON COUNTY HIGHWAY DEPT 1124 E WASHINGTON ST  CALEDONIA MN 55921 USA	<b>Cust:</b> 3091 <b>Phone:</b>	<b>Bill To:</b> HOUSTON COUNTY HIGHWAY DEPT 1124 E WASHINGTON ST  CALEDONIA MN 55921	<b>Phone:</b>
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ATTN: JORDAN GOEDEN 507-459-4191

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	JOSH PAULSON	NET 30 DAYS	4/29/25	4/29/25	0/00/00
Serial No.					

1 9904246 - Light Warning TME1SS-3 PKG: (2) STAINLESS STEEL 23H 3-light LED Micro-Edge, (2) 5M-400 Super-LED, (2) Side TIR3 LED, (2) ) 400 Max B-T-T LED, & (2) 400 LED BU Lights, in Stainless M Housings, (1) TIR3 LED Wing light, and (2) 4" LED work lights Installed	\$5,821.00	\$5,821.00
1 9905778 - Light Mirror Mounted ABL 3800 LED HEAD LAMP FLOW LIGHTS W/ICE MELTING TECHNOLOGY Installed	\$1,567.00	\$1,567.00
1 9900259 - Light acc'y LED LEVEL 3 (ie: wing/scrapper type) work light with disconnect Installed **NOTE: BOX CARGO LIGHT - - MOUNTED ON CABSHIELD TO SHINE INSIDE OF DUMP BODY. SEE PREVIOUS EXAMPLES	\$642.00	\$642.00
1 1965280 - Minimizer FKM2C2B Floor Mat Set for MACK SGL & TDM	\$253.00	\$253.00
1 9900279 - Body Acc'y Side Boards (SGL or TDM) 2" OAK (rough sawn) 2-pc, Installed.	\$853.00	\$853.00
1 9901711 - Installation of Telescopic DOUBLE acting hoist	\$2,161.00	\$2,161.00
1 9902514 - Installation of underbody fixed angle scrapper w/single lift cylinder on used truck	\$5,140.00	\$5,140.00
1 9904232 - Scrapper FORCE Electric pressure transmitter to read on LCD screen, installed	\$429.00	\$429.00
1 9900351 - Scrapper FORCE reverse/Auto-Lift system, ADD-A-FOLD valve, installed	\$538.00	\$538.00
1 9900388 - Installation Falls SDL Series Wing - w/Bulkhead Couplers	\$6,655.00	\$6,655.00

\*--- Continued ---\*

Accepted by \_\_\_\_\_

Date \_\_\_\_\_

Price:

Total Discounts:

Net Cost:

Freight

Total:



**TOWMASTER TRUCK EQUIPMENT**  
 TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355  
 PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517  
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**Reference No.**  
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ATTN: JORDAN GOEDEN 507-459-4191

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	JOSH PAULSON	NET 30 DAYS	4/29/25	4/29/25	0/00/00

Serial No.	Description	Price	Appx Comp
1 9900557	Plow Hitch Falls 44XB2/STD/STD/DA-HITCH	\$4,290.00	\$4,290.00
1 9900590	Installation Falls Plow Hitch - 40 Series 4Line/STDBLKHD	\$2,838.00	\$2,838.00
1 9900757	Hitch TMTE Heavy Duty plate assembly,	\$623.00	\$623.00
1 9901716	Hitch Installation of Pup Hitch (weld in style) or Mn Dot Predrilled **NOTE: HITCH PLATE FACE TO BE LOCATED: _____ IN REFERENCE TO REAR TIRE FACE.	\$1,253.00	\$1,253.00
1 9900764	Hitch PREMIER 2300 Air Cushion Pintle, installed **NOTE: _____ " Ground to saddle of hook.	\$1,311.00	\$1,311.00
1 9902493	Hitch 7 Contact Standard Round Pin socket installed	\$164.00	\$164.00
1 9900769	Hitch TMTE Pup hyd line w/std Coupler & pup trip switch pkg, installed	\$865.00	\$865.00
1 9901733	Sander Install & configure sander components as rigid frame mount on chassis **NOTE: SEE PREVIOUS EXAMPLE FOR SANDER SPINNER LINES TEE-OFF AND ROUTED TO REARHITCH PLATE.	\$6,612.00	\$6,612.00
1 9902500	Control System Force ULTRA-5-5100EX Commander control, Installed	\$16,043.00	\$16,043.00
1 9904959	Reservoir Force 30 Gal Stainless Steel Slim-Line (space saver), w/intank filter for systems, installed	\$5,709.00	\$5,709.00
1 9900888	Pump Force FASD45L LS (6 ci) 3750 psi, installed	\$6,416.00	\$6,416.00
*--- Continued ---*			

<b>Accepted by</b>	<b>Date</b>	<b>Price:</b>
_____	_____	<b>Total Discounts:</b>
		<b>Net Cost:</b>
		<b>Freight</b>
		<b>Total:</b>



**TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355**  
**PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517**  
**TOWMASTERTRUCK.COM**

**Reference No.**  
**QT 95880**

**\*\* QUOTATION \*\***

<b>Ship To:</b> HOUSTON COUNTY HIGHWAY DEPT 1124 E WASHINGTON ST  CALEDONIA MN 55921 USA	<b>Cust:</b> 3091 <b>Phone:</b>	<b>Bill To:</b> HOUSTON COUNTY HIGHWAY DEPT 1124 E WASHINGTON ST  CALEDONIA MN 55921	<b>Phone:</b>
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ATTN: JORDAN GOEDEN 507-459-4191

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	JOSH PAULSON	NET 30 DAYS	4/29/25	4/29/25	0/00/00

Serial No.	Description	Price	Appx Comp
1 9900893	Valve Force Cable pull-off (for use w/telescopic hoist) installed	\$758.00	\$758.00
1 9900871	Switch TMTE BODY UP Installed (electric controls only)	\$288.00	\$288.00
1 9900884	Sensor Force Low oil indicator system, SLIM-LINE AND CABSHIELD MOUNTED w/light mounted in cab, installed	\$334.00	\$334.00
1	WARRANTY - TOWMASTER EXCLUSIVE WARRANTY: 5 yr Steel/Stainless Steel Body Structure; 5 yr Whelen LED Light Systems; 4 yr SwapLoader Hoists; 1 year Swenson Spreaders, 2 yr Hyd, FALLS Snow Equip, Tele/Scissor Hoists, and all other items.		

	<b>Price:</b>	<b>\$102,000.00</b>
<b>Accepted by</b>	<b>Date</b>	<b>Total Discounts:</b>
		<b>Net Cost: \$102,000.00</b>
		<b>Freight</b>
		<b>Total: \$102,000.00</b>

# General Terms and Conditions for the Sale of Goods by Subsidiaries of ASH North America, Inc

## 1. SCOPE AND VALIDITY

1.1. These General Terms and Conditions for the Sale of Goods (these "Terms") govern the sale and delivery of all goods and products (the "Products"), and all transactions incidental thereto, by such subsidiary of ASH North America, Inc. identified on the respective Confirmed Order (as defined below) as the seller or supplier ("Seller") to any of its customers (each a "Customer"). The liability of each such subsidiary under these Terms or any Confirmed Order shall be several and not joint. Customer acknowledges and agrees that nothing in these Terms or any Confirmed Order shall be construed as implying joint liability in any case of ASH North America, Inc. or any of its subsidiaries. Each Seller shall be solely responsible for its own acts or omissions under the respective agreement with Customer.

1.2. No other terms or conditions shall be of any force or effect unless otherwise specifically agreed upon by Seller in a writing duly executed by an authorized officer of Seller. These Terms supersede any and all prior oral quotations, communications, agreements, or understandings of the parties in respect to the sale and delivery of the Products. The Seller may issue additional Terms and Conditions of Sale for certain products. These shall apply in addition to the present Terms. Any additional or different terms or conditions contained in Customer's Order (as defined below), response to Seller's confirmation, or any other form or document supplied by Customer are hereby expressly rejected and are rendered null, void, and of no effect. These Terms may not be modified, amended, waived, superseded, or rescinded, except by written agreement signed by an authorized officer of Seller. Delivery of the Products by Seller does not constitute acceptance of any of Customer's terms and conditions and do not serve to modify or amend these Terms.

1.3. The issuance of an Order (as defined below) by Customer to Seller or any communication or conduct of Customer which confirms an agreement for the delivery of Products by Seller, as well as acceptance in whole or in part by Customer of any delivery of Products by Seller, shall be construed as Customer's acceptance of these Terms.

## 2. OFFERS, ORDERS AND CONFIRMATION

2.1. Unless otherwise specified by Seller in writing, all offers made by Seller are not binding and may be revoked by Seller at any time without any liability to Customer.

2.2. Customer shall issue to Seller orders for the purchase of Products, in written form via the order process determined by Seller from time to time (each, an "Order"). By issuing an Order to Seller, Customer makes an offer to purchase the Products pursuant to these Terms and the terms set forth on such Order. Provided that the Order contains the same terms as in Seller's corresponding offer, the Order shall be binding on Customer for six (6) weeks after Seller's receipt of such Order.

2.3. Seller may refuse an Order for any or no reason. No Order is binding upon Seller until Seller's acceptance of the Order in writing, the issuance of any governmental permit, license, or authority to Seller, as may be required under applicable laws, rules and regulations, and the receipt by Seller of a resale license to be provided by Customer (a "Confirmed Order").

2.4. Specifications and other information on drawings, data sheets, pictures, plans, brochures, catalogs, or Seller's website shall not be binding on Seller unless such specifications and information have been agreed to in writing by Seller in a Confirmed Order. Notwithstanding a Confirmed Order, Seller shall have no obligation to deliver Products to Customer or otherwise fulfill any of its obligations set forth in a Confirmed Order if Customer is in breach of any of its obligations hereunder or any Confirmed Order.

2.5. Customer may submit to Seller written requests to change the terms of a Confirmed Order (each such request, a "Change Order Request"). Seller may, at its sole discretion, consider such Change Order Request, provided that Seller will have no obligation to perform any Change Order Request unless and until Seller has agreed in writing to adopt such Change Order Request. If Seller elects to consider such a Change Order Request, then Seller shall promptly notify Customer of any adjustment to the applicable purchase price for the Products.

2.6. In the event Customer cancels any Confirmed Order for any reason, Customer shall reimburse to Seller all of Seller's costs and

expenses associated with or incurred due to such cancellation, including but not limited to the cost of raw materials, labor, and storage if cancellation occurs before Seller's commencement of production. In the event Customer cancels any Confirmed Order for any reason and Seller has started the production of the Product on the respective Confirmed Order, Customer shall pay to Seller the full purchase price.

2.7. Each Confirmed Order shall be considered a separate agreement between the parties, and any failure to deliver the Products under any Confirmed Order shall have no consequences for other deliveries of Products.

## 3. PRICES

3.1. Unless otherwise agreed to by the parties in the applicable Confirmed Order, the prices of the Products shall be FCA (agreed delivery location on the applicable Confirmed Order), Incoterms 2022.

3.2. Unless otherwise agreed by the parties in a Confirmed Order, the price of the Products shall not include transportation, insurance, packaging, and Tooling (as defined below) and other materials used for the manufacturing and delivery, sales or Heavy Vehicle Use Tax (HVUT), other use tax or any other similar applicable federal, state or foreign taxes, duties, levies, or charges in any jurisdiction in connection with the sale or delivery of the Products ("Taxes"). Such Taxes shall be payable by Customer, and if Seller is responsible for the collection thereof, such Taxes shall either be added to the price invoiced or be separately invoiced by Seller to Customer. Any special requests concerning shipping, transportation, and insurance shall be communicated to Seller in a timely manner and subject to Seller's prior written approval. Customer shall bear all costs resulting from such requests. In case of lead delivery times of more than two (2) months, Customer hereby acknowledges and agrees that Seller, may, at its sole discretion, increase or decrease the agreed prices on any Confirmed Order in the event of material price changes in wages, materials, energy or raw material after the date of the Confirmed Order.

## 4. PAYMENT TERMS

4.1. Except as set forth in Section 4.2 or unless otherwise agreed in writing by Seller, the purchase price for the Products and all other amounts due under a Confirmed Order shall be due and payable in US dollars within thirty (30) days following the date of Seller's invoice for such Products without any discount, deduction or offset whatsoever. In no event shall any loss, damage, injury or destruction, Force Majeure (as defined below), or any other event beyond Customer's control release Customer from its obligation to make the payments required herein. Payment of all amounts due hereunder shall be made by bank transfer or in any other manner set forth on Seller's invoice. Customer shall be solely responsible for any bank fees, or other fees, incurred due to the wire transfer or any other selected payment method. If Seller agrees to payment by credit card, Seller shall charge an appropriate transaction fee, which the Customer shall also pay.

4.2. In the event Seller becomes aware of circumstances or has reason to believe that there are circumstances that may have an adverse effect on Customer's financial condition, Seller may require the Customer to pay the total amount of the purchase price or fees, or a portion thereof prior to the delivery of the Products. Seller may, without any liability to Customer, refuse the delivery of any Product in the event the Customer fails to make the payment as required under this Section 4.2.

4.3. Time is of the essence for the payment of all amounts due to Seller under any Confirmed Order. If Customer fails to make payments of any amount when due, Customer shall pay interest to Seller at the rate of one percent (1%) per month or such lesser amount as may be permitted by applicable law starting from the due date until payment to Seller of such amount in full. In addition to the interest, Seller may, at its sole discretion, charge the Customer a flat fee of \$40 for each reminder notice issued to Customer due to late payments. If Customer fails to comply with these Terms or a Confirmed Order, or if Customer becomes insolvent, all balances then due and owing to Seller shall become due immediately, notwithstanding any payment terms agreed by the parties. All costs and expenses incurred by Seller with respect to the collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, and other expenses of litigation) shall be borne by Customer. Every payment by Customer shall first be

applied to pay for Seller's cost of collection, then interest owed by Customer, and then to the oldest outstanding claim.

4.4. Notwithstanding anything in the foregoing Section 4.3 or Section 5, if the parties agreed on installment payments in a Confirmed Order and Customer fails to make any installment payment when due, the remaining balance including accrued interest, and any expenses incurred by Seller shall be due and payable to Seller promptly upon Customer's receipt of written notice of delinquency from Seller.

## 5. SECURITY INTEREST

5.1. If Seller extends credit to Customer for the purchase price for any Products (including but not limited to pursuant to Section 4.1.), or any other amounts due to Seller, Customer hereby grants to Seller as security for the timely payment and performance of all Customer's payment obligations to Seller, a first priority security interest (the "Security Interest") in all Products heretofore or in the future delivered to Customer and in the proceeds thereof for as long as such Products shall not have been sold by Customer in the ordinary course of business (the "Collateral"). Seller shall be entitled to file any and all financing, continuation, or similar statements under the Uniform Commercial Code in any jurisdiction and take any and all other action necessary or desirable, in Seller's sole and absolute discretion, to perfect its Security Interest in the Collateral and to establish, continue, preserve, and protect Seller's Security Interest in the Collateral. Customer agrees to take any and all actions and provide Customer with all information necessary to enable Seller to perfect and enforce its Security Interest in all jurisdictions and vis-à-vis any of Customer's creditors, and hereby irrevocably grants to Seller a power of attorney to execute all necessary statements or documents in Customer's name for the perfection and enforcement of such Security Interest. The Security Interest shall remain in force until payment in full of the entire purchase price for such Products, and any other amounts due to Seller by Customer. Seller may, without notice, change or withdraw extensions of credit at any time.

## 6. OBLIGATIONS OF CUSTOMER

6.1. Customer shall use the Products solely for their intended purpose and pursuant to Seller's instructions, and agrees to use only qualified personnel for the handling of the Products. Customer shall ensure that its customers, employees, agents, and other representatives comply with this Section 6.1. and shall be responsible for their acts and omissions.

## 7. DELIVERY AND ACCEPTANCE

7.1. Unless otherwise agreed in writing by Seller, all deliveries of Products shall be made FCA (agreed delivery location) (Incoterms 2020) and title to and risk of loss for the Products shall pass to Customer upon delivery pursuant to this Section 7.1.

7.2. Any delivery and performance times or dates communicated by or on behalf of Seller are estimates and shall not be binding on Seller. Seller may make partial delivery of Products to be delivered under any Confirmed Order and invoice Customer separately for such partial deliveries or performance. If Customer has not received the Products after six (6) weeks from the estimated delivery date, Customer may make a written request to Seller for delivery. Customer hereby acknowledges and agrees that the actual delivery date of the Products is conditioned upon the complete, accurate and timely delivery of materials from Seller's vendors and suppliers. No delay in delivery of any Products shall relieve Customer of its obligation to accept the delivery or performance thereof and make payments of any amounts due in accordance with these Terms, including but not limited to delays caused governmental restrictions on exports or imports and similar measures.

7.3. Customer's failure to accept the delivery of Products pursuant to a Confirmed Order shall not release or excuse Customer from its obligation to timely pay all amounts due in connection with such Confirmed Order. The Products shall be deemed delivered at the time they have been made available to Customer. If Customer rejects or revokes acceptance of Products, or fails to pay any amounts when due, Seller, in its sole and absolute discretion, may extend the period of delivery of Products by such period as Seller may deem reasonable with such period not exceeding three (3) months from the agreed delivery date, or withhold or cancel delivery of any Products, or cancel any or all Confirmed Orders without any further obligations to Customer whatsoever.

In such event, Customer shall be responsible for any and all costs and expenses incurred, or damages or losses suffered by Seller in connection with any such delay notwithstanding any action or inaction by Seller with regard to such delay. Any remaining Products that have not been accepted by Customer within the extended delivery period determined by Seller will be delivered and invoiced by Seller to Customer and Customer agrees to accept such delivery and pay for the purchase price and other amounts payable for the delivered Products.

## 8. EXAMINATION AND CONFORMITY TO ORDER

8.1. Promptly upon receipt of any Products, Customer shall conduct a full and complete inspection of such Products as to any defects and to confirm compliance with all requirements of the applicable Confirmed Order. Customer shall notify Seller in writing of any packaging defects, apparent defects, or non-compliance of such Products with the applicable Confirmed Order that Customer has or could reasonably have discovered during such inspection within seven (7) days from the date of receipt of such Products, and Customer shall notify Seller in writing within three (3) days of the date on which Customer shall first have become aware of any hidden defect or non-compliance which could not reasonably have been discovered during Customer's initial inspection of the Products. Such notification shall include reasonable details (including images) on the alleged defects including lot, batch, or Order numbers.

8.2. If Customer fails to timely notify Seller of any defects or other non-compliance of any Products delivered or Customer (or its customers, employees, agents, or representatives) uses, destroys, or modifies any Products that Customer knows or should have known to be defective or non-compliant without Seller's prior written consent, Customer shall be deemed to have unconditionally accepted such Products and waived all of its claims for breach of warranty or otherwise in respect of such Products.

8.3. Customer may only return the Products to Seller with Seller's prior written approval. If the return has been approved by Seller, Customer shall return the Products to Seller at Customer's sole risk and expense to the destination directed by Seller.

8.4. Complaints of Customer in connection with the shipping or transport shall be directed to the carrier promptly upon receipt of the delivery or the freight documents.

## 9. LIMITED PRODUCT WARRANTY

9.1. Seller warrants to Customer that the Products will be free of defects in material and workmanship and conform with the requirements set forth in the applicable Confirmed Order for a period of twelve (12) months from the date of delivery for new business Products and ninety (90) days for after sales Products. (the "Limited Product Warranty").

9.2. Unless expressly agreed to in writing by Seller, Seller makes no warranty that the Products comply with applicable law, regulations, or specifications in any jurisdiction in which the Products may be used, integrated or incorporated. Any governmental or other approvals necessary in connection with the use, integration or incorporation of the Products shall be Customer's sole responsibility.

9.3. The Limited Product Warranty shall be void if the Defect (as defined below) resulted from (a) improper or inadequate use, storage, handling, operation, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following delivery of the Product, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

9.4. In the event of an alleged breach of the Limited Product Warranty (a "Defect"), Customer shall, at Customer's sole expense, send the Product to Seller. Seller shall conduct the necessary tests on such Product within a reasonable period. If Seller confirms the Defect, Sellershall, at its sole option and discretion, repair or replace the Defective Product. If the repair or replacement of the Defective Product is commercially unreasonable to Seller, Seller may, at its sole discretion, issue a refund to Customer in the amount Seller deems adequate. Such repair, replacement, or refund shall be the sole liability of Seller and the sole remedy of Customer with respect to a Defect. In no event shall any warranty claims for a Defect be made after twelve (12) months from the date of Customer's receipt of the Products. Any Products or parts returned to Seller for removal or repair under this Section 9.4 shall be the property of Seller. Any applicable Limited Product Warranty period shall not start anew with the repair or replacement of the Defective Product (or any portion thereof).

9.5. Except for Limited Product Warranty, SELLER HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. Seller makes no other warranties with respect to the Products, and no person is authorized to make any warranties on behalf of Seller that are inconsistent with the warranties set forth under this Section 9.

## 10. LIMITATION OF LIABILITY

10.1. IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER, ITS CUSTOMERS, EMPLOYEES, AGENTS, AND OTHER REPRESENTATIVES FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OF THE TERMS CONTAINED HEREIN, SELLER'S LIABILITY FOR ANY CLAIM WHETHER BASED UPON CONTRACT, TORT, EQUITY, NEGLIGENCE, OR ANY OTHER LEGAL CONCEPT SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PRODUCTS, GIVING RISE TO SUCH CLAIM. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THESE TERMS FAIRLY ALLOCATE THE RISKS BETWEEN SELLER AND CUSTOMER, THAT SELLER'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, SELLER WOULD NOT HAVE ENTERED INTO AN AGREEMENT WITH CUSTOMER FOR THE SALE OF THE PRODUCTS.

10.2. Seller shall not be liable for, and Customer assumes responsibility and shall indemnify, defend, and hold Seller harmless for any and all claims, including without limitation claims for personal injury or property damages, resulting from (a) the improper or inadequate use, storage, handling, operation, assembly, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, or repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following the delivery of the Products, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, or (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

10.3. In jurisdictions that limit or preclude limitations or exclusion of remedies, damages, or liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages, or liability set forth in these Terms are intended to apply to the maximum extent permitted by applicable law, and these Terms shall be deemed amended to comply with such limitations or exclusions. Customer may also have other rights that vary by state, country or other jurisdiction.

## 11. CONFIDENTIALITY

11.1. "Confidential Information" means: (i) any know-how, trade secrets, and other business or technical information of Seller that is confidential or proprietary or due to its nature or under the circumstances of its disclosure the Customer knows or has reason to know should be treated as confidential or proprietary, including but not limited to quotations, drawings, project documentation, samples and models.

11.2. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of these Terms by the Customer; (ii) is rightfully known by the Customer at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Customer without use of Seller's Confidential Information; (iv) is rightfully received by the Customer from a third party without restriction on use or disclosure; or (v) is disclosed with Seller's prior written approval.

11.3. Customer shall not use Seller's Confidential Information except as necessary to use the Products and will not disclose such Confidential Information to any third party except to those of its employees, agents, subcontractors, or representatives who have a bona fide need to know such Confidential Information to enable Customer to use the Products; provided that each such employee, agent, subcontractor, and/or representative is/are bound by a written agreement that contains use and nondisclosure restrictions not less stringent than the terms set forth in this Section 11.3. The Customer will employ all reasonable steps to protect Seller's Confidential Information from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information of like importance. The foregoing obligations will not restrict the Customer from disclosing Seller's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Customer gives reasonable notice to Seller to contest such order or requirement; (ii) to its legal or financial advisors; and (iii) as required under applicable securities regulations.

11.4. In the event of a violation or threatened violation of Customer's obligations under this Section 11, Seller shall be entitled to seek equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance and any other relief that may be available from any court, without the requirement to secure or post any bond, or show actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but in addition to all other remedies available under these Terms, at law, or in equity.

## 12. INTELLECTUAL PROPERTY

12.1 Seller reserves the sole and exclusive ownership of the intellectual property rights in the Products (including but not limited to the technology used to manufacture the Products) and any improvements thereof regardless of inventorship or authorship. Customer shall not (and shall cause its employees, agents, representatives and customers to not) reverse engineer, decompile, disassemble, or decode any of Seller's intellectual property embedded or used in any of the Product.

## 13. FORCE MAJEURE

13.1. Seller shall not be responsible for any failure or delay in its performance under these Terms due to causes beyond its reasonable control, including, but not limited to, disruptions of the public power supply, communications, and transportation infrastructure, governmental measures, malware or hacker attacks, fire, extraordinary weather events, epidemics, pandemics (or any government restrictions implemented as a result thereof), nuclear and chemical accidents, earthquakes, war, terrorist attacks, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, or other acts of God.

## 14. MISCELLANEOUS

14.1. If any provision contained in these Terms or any Confirmed Order is held by final judgment of a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalid, illegal, or unenforceable

provision shall be severed from the remainder of these Terms or such Confirmed Order, and the remainder of these Terms or such Confirmed Order shall be enforced. In addition, the invalid, illegal, or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these Terms, such modification being made to the minimum extent necessary to render such provision valid, legal, and enforceable.

14.2. Seller may assign its rights and/or delegate its liabilities under any Confirmed Order at any time. Customer may not assign its rights or delegate its responsibilities under a Confirmed Order without Seller's prior written consent.

14.3. Seller's waiver of any breach or violation of these Terms or the provisions of any Confirmed Order by Customer shall not be construed as a waiver of any other present or future breach or breaches by Customer.

14.4. The parties hereto are independent contractors and nothing in these Terms will be construed as creating a joint venture, partnership, employment, or agency relationship between the parties.

14.5. Notices by a party regarding the exercise of rights and obligations under these Terms must be signed by authorized representatives of such party, and delivered via courier, mail, or e-mail to the other party's address indicated in the applicable Confirmed Order, provided that a notice by e-mail shall only be validly given if receipt thereof is acknowledged in writing by the recipient.

## 15. ENTIRE AGREEMENT; CONFLICTS.

15.1. These Terms, including the applicable Confirmed Order, constitute the entire and exclusive agreement of the parties regarding the subject matter hereof and supersede any and all prior or contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter. In the event of a conflict between the provisions of these Terms and the provisions of a Confirmed

Order, the provisions of the Confirmed Order will govern and control. Seller may amend or modify these Terms from time to time. Seller may, at its sole discretion, provide Customer with written notice of any such changes, revisions, amendments, or modifications, provided, however that any such changes, revisions, amendments, or modifications shall become effective without any further action by any party and that they shall not apply to any Confirmed Order prior to the effective date of such changes, revisions, amendments, or modifications.

## 16. APPLICABLE LAW AND JURISDICTION

16.1. These Terms and the Confirmed Orders shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would defer to or cause the application of the substantive laws of any jurisdiction other than Wisconsin. The parties hereby expressly exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

16.2. Any dispute, controversy, or claim arising out of or relating to these Terms and any Confirmed Order, including but not limited to the execution, performance, or termination thereof or to any issue of liability arising out of the performance of these Terms or any Confirmed Order, which the parties have not been able to settle amicably shall be submitted to the exclusive jurisdiction of the state or federal courts with jurisdiction in the County of Calumet, Wisconsin, provided that notwithstanding the foregoing, Seller shall be entitled to seek specific performance and injunctive relief in any court of competent jurisdiction. Each party hereby waives any and all claims, pleas, or defenses (including without limitation a plea for forum non conveniens) that would permit such party to seek the jurisdiction of any courts or arbitration tribunals other than those set forth in the preceding sentence.

16.3. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS.

# Houston County Agenda Request Form

This form is not intended for the general public. It is intended for use by county department heads, representatives of other governmental units or vendors/agencies who contract with Houston County. Members of the public may address the Board during the Public Comment Period. (See Policy for Public Comment Period).

Date Submitted: 29-Apr-25

Person requesting appointment with County Board: Amelia Meiners

**Issue:**

Approve Houston County Hauler License for Green Terrace Services LLC, Winona, MN.

**Justification:**

**Action Requested:**

Final Approval by the County Board. (Chairman Johnson signs license.)

For County Use Only						
<b>Reviewed by:</b>	_____	County Auditor	_____	County Attorney	_____	Zoning Administrator
	_____	Finance Director	_____	County Engineer	_____	Environmental Services
	_____	IS Director	_____	Other (indicate dept)	_____	
<b>Recommendation:</b>						
<b>Decision:</b>						

All agenda request forms must be submitted to the County Auditor by 4:00 p.m. on Monday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and determine if the request will be heard at a County Board meeting.

# Houston County

## Agenda Request Form

This form is not intended for the general public. It is intended for use by county department heads, representatives of other governmental units or vendors/agencies who contract with Houston County. Members of the public may address the Board during the Public Comment Period. (See Policy for Public Comment Period).

Date Submitted: May 1, 2025 for May 6, 2025

Person requesting appointment with County Board: Matt Gallo, MDA

**Issue:**

MDA is requesting a letter of support to provide to the contractor, Al's Aerial Spraying, that will be completing treatment of spongy moth in Houston County.

**Justification:**

Matt Gallo, with MDA, presented information at the February 18th board meeting.

**Action Requested:**

Approve sending a letter of support. Signature needed.

For County Use Only			
<b><u>Reviewed by:</u></b>	<input type="checkbox"/> County Auditor	<input type="checkbox"/> County Attorney	<input type="checkbox"/> Zoning Administrator
	<input type="checkbox"/> Finance Director	<input type="checkbox"/> County Engineer	<input type="checkbox"/> Environmental Services
	<input type="checkbox"/> IS Director	<input type="checkbox"/> Other (indicate dept)	
<b><u>Recommendation:</u></b>			
<b><u>Decision:</u></b>			

All agenda request forms must be submitted to the County Auditor by 4:00 p.m. on Monday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and determine if the request will be heard at a County Board meeting.



# HOUSTON COUNTY

304 South Marshall Street  
Caledonia, MN 55921  
TEL (507) 725-5827

Commissioners:  
District 1  
Cindy Wright  
District 2  
Eric Johnson  
District 3  
Kurt Zehnder  
District 4  
Bob Schuldt  
District 5  
Greg Myhre

---

Al's Aerial Spraying  
c/o Mike Schiffer  
3473 Shepardsville Road  
Ovid, MI 48866

Dear Mr. Schiffer,

This letter is to provide written documentation of Houston County Board of Commissioner's awareness for aerial application by Al's Aerial Spraying, for the Minnesota Department of Agriculture Cooperative Spongy Moth Program treatment projects, occurring in 2025. Al's Aerial Spraying has been contracted by the USDA-Forest Service for the aerial applications of mating disruption to reduce colonies of the spongy moth, *Lymantria dispar*, an invasive species.

We understand, Spongy Moth Slow-the-Spread mating disruption treatment project will occur at three sites in Houston County. Approximately 11,600 acres are scheduled for aerial treatment in June of this year.

Al's Aerial Spraying will carry out this project in cooperation with, and under the authority of the Minnesota Department of Agriculture, the USDA-Forest Service, and the Spongy Moth Slow-the-Spread Foundation, Inc.

The Houston County Board of Commissioners agree that proper and sufficient public notification of the treatment project has occurred and that the aerial operations are needed and wanted with the intent to slow the spread of spongy moth in our area.

Sincerely,

cc: Matt Gallo, MDA

**HOUSTON COUNTY  
AGENDA REQUEST FORM**

**Date Submitted: 4/30/2025  
For 4/1/2025 Meeting**

**By: Assessor**

**CONSENT AGENDA REQUEST:**

**ACTION ITEM: Consider approving 2024 tax abatement for Leonard Wieser**

**ACTION ITEM: Consider approving a 2-month disaster abatement.  
November & December of 2024, for Traditions of La Crescent that burned  
down in October 2024**

**ACTION ITEM: Consider approving a 2-month disaster abatement.  
November & December of 2023, for Bissen St REH LLC, (Miken) that burned  
down in October 2023**

<b>Reviewed by:</b>	<input type="checkbox"/> HR Director	<input type="checkbox"/> County Sheriff	_____
	<input type="checkbox"/> Finance Director	<input type="checkbox"/> County Engineer	_____
	<input type="checkbox"/> IS Director	<input type="checkbox"/> PHHS	_____
	<input type="checkbox"/> County Attorney	<input checked="" type="checkbox"/> Other (indicate dept)	Assessor _____
	<input type="checkbox"/> Environmental Svcs		
<b>Recommendation:</b>			
<b>Decision:</b>			

**HOUSTON COUNTY  
AGENDA REQUEST FORM  
May 6, 2025**

**Date Submitted:** April 29, 2025

**By:** Brian Swedberg, Sheriff

**ACTION REQUEST:**

**Approve accepting grant through the University of Minnesota for one LUCAS unit.**

**CONSENT AGENDA REQUEST:**

<b>Reviewed by:</b>	<input type="checkbox"/> HR Director	<input checked="" type="checkbox"/> County Sheriff	_____
	<input type="checkbox"/> Finance Director	<input type="checkbox"/> County Engineer	_____
	<input type="checkbox"/> IS Director	<input type="checkbox"/> PHHS	_____
	<input type="checkbox"/> County Attorney	<input type="checkbox"/> Other (indicate dept)	_____
	<input type="checkbox"/> Environmental Svcs		
<b>Recommendation:</b>			
<b>Decision:</b>			

# Opportunity for Law Enforcement LUCAS Deployment in MN



Approximately 25-30% of cardiac arrests in MN are ventricular fibrillation, these are the most survivable cardiac arrest cases.



On scene time, while waiting for EMS, can be longer in rural areas. AEDs can make a difference but when they don't, LUCAS can.



This is a newer concept. Data collected will help future projects and ensure better patient outcomes. Be a part of a new model for care.

**Who are we?** The Center for Resuscitation Medicine at the University of Minnesota has been working on resuscitation efforts in MN for almost a decade. We primarily work on clinical and research projects that will improve outcomes from sudden cardiac arrest, always carefully watching the outcomes and following the evidence.

In 2022, we implemented the MN AED project to provide AEDs to law enforcement vehicles with funding from the Helmsley Charitable Trust. To date, almost 6500 AEDs have been placed throughout MN agencies with over 2,500 uses. The summary data from these cases shows that officers are providing excellent care to cardiac arrest patients.

**LUCAS Benefits** With the cardiac arrest data from AEDs and CARES, we know that 25% of all cases have first responders on scene for more than 10 minutes until EMS arrives. LUCAS devices can be the bridge to allow for care during that wait time and potentially provide a chance for survival.

**Project plans** The CRM will be distributing 50 LUCAS devices to agencies around Minnesota. The application process includes questions about agency cardiac arrests, and how LUCAS will be implemented and maintained. Agencies that receive a device will be required to send two individuals to training and device pick-up. Deadline for applications are April 15, 2025, with a second round in June.

Contact us at [mrc@umn.edu](mailto:mrc@umn.edu)

For more info on our program [www.crm.umn.edu](http://www.crm.umn.edu)



Center for  
Resuscitation Medicine

UNIVERSITY OF MINNESOTA

Driven to Discover<sup>SM</sup>

## Minnesota Law Enforcement LUCAS Fact Sheet

A grant from The Leona M. and Harry B. Helmsley Charitable Trust to the Center for Resuscitation Medicine (CRM) at the University of Minnesota will provide law enforcement, state and national parks and other law enforcement first responders with automatic external defibrillators (AEDs) to improve cardiac arrest survival. This opportunity has provided almost 6500 devices throughout the state. The trust has approved a modification to allow the CRM to provide LUCAS devices in a pilot project with law enforcement.

- In the first year of AED deployment, it has been noted that many of our law enforcement partners in rural Minnesota are on scene for greater than 10 minutes waiting for EMS arrival. 19% of the current total AED uses by law enforcement participating in this grant are over 10 minutes on scene, likely before EMS arrival. Almost 60% of the over 10 minutes were equal or greater than 15 minutes with the longest at 58 minutes and averaging 20 minutes.
- In 2012, our program provided a grant to Breezy Point Police Department in the Brainerd Lakes area. They felt that due to long response times by EMS, they would benefit patient care by utilizing a LUCAS device. Within months of placing the device, they had saved a life. The officer was very clear that the ease of placing an AED, setting up the LUCAS and placing it immediately after the shock, was efficient and done very quickly. Expanding this example by providing LUCAS devices to greater Minnesota would benefit agencies and potentially patient outcomes.
- Requirements are very easy. LEO agencies will apply for a LUCAS device and be asked to provide a plan for response, training plan, and commitment to maintaining the device.
- **Benefit:** Rural agencies often have extended EMS response times and are often on scene for long times providing CPR. We know that for one rescuer, and even with two, providing CPR on scene for any length of time is fatiguing. A recent NIH study (Kim DH, Seo YW, Jang TC. CPR quality with rotation of every 1 versus 2 minutes as characteristics of rescuers: A randomized crossover simulation study. *Medicine (Baltimore)*. 2023 Mar 10;102(10):e33066. doi: 10.1097/MD.00000000000033066. PMID: 36897706; PMCID: PMC9997764.) suggested that CPR providers switch every minute to improve the quality of CPR provided. A LUCAS device can deliver Guideline-consistent, high-quality chest compressions until EMS arrival, buying additional time for ACLS interventions and potentially improving survival.
- **Benefit:** LUCAS devices are on most EMS systems. The device can easily be swapped, making the transition and overall management of the device uncomplicated. This will provide an option to improve outcomes in Minnesota's most rural locations and to populations that currently do not have access to immediate lifesaving tools.

**HOUSTON COUNTY  
AGENDA REQUEST FORM  
May 6, 2025**

**Date Submitted: April 30, 2025**  
**By: Robert Thoen**

The Brownsville Auxiliary Post 6801 has again donated \$25.00 in Honor of Karen England and a donation of \$100.00 to the Veteran Services Office to use for any veteran's needs. The County Board must accept this by motion.

<b>Reviewed by:</b>	<input type="checkbox"/> HR Director	<input type="checkbox"/> County Sheriff	<input type="text"/>
	<input checked="" type="checkbox"/> Finance Director	<input type="checkbox"/> County Engineer	<input type="text"/>
	<input type="checkbox"/> IS Director	<input type="checkbox"/> PHHS	<input type="text"/>
	<input type="checkbox"/> County Attorney	<input checked="" type="checkbox"/> Other (indicate dept)	<input type="text" value="VSO"/>
	<input type="checkbox"/> Environmental Svcs		
<b>Recommendation:</b>			
 <b>Decision:</b>			

# Auditor Warrants 2025/04/24

Lynn Colsch

Thu 5/1/2025 11:51 AM

To:Houston County BOC <BOC@co.houston.mn.us>;

## REVIEW LICENSE CENTER PAYMENTS

### 2025/04/24 AUDITOR WARRANTS:

<u>VENDOR NAME</u>	<u>AMOUNT</u>
2 VENDORS PAID LESS THAN \$2000.00	<u>1,519.79</u>

Lynn Colsch  
Finance Clerk  
Houston County  
304 South Marshall Street  
Caledonia MN 55921

Phone 507-725-5825

Commissioner Warrants 2025/05/06

Lynn Colsch

Thu 5/1/2025 11:53 AM

To:Houston County BOC <BOC@co.houston.mn.us>;

Cc:Carol Lapham <Carol.Lapham@co.houston.mn.us>; Eliana Babinski <Eliana.Babinski@co.houston.mn.us>; Susan Tostenson <Susan.Tostenson@co.houston.mn.us>;

**REQUEST APPROVAL FOR PAYMENT**

**2025/05/06 COMMISSIONER'S WARRANTS:**

<b>VENDOR NAME</b>	<b>AMOUNT</b>
CONSOLIDATED ENERGY COMPANY	4,320.00
DELTA DENTAL	7,056.98
DEPT OF TRANSPORTATION	3,840.12
HOSKINS ELECTRIC INC	2,293.83
INSIGHT PUBLIC SECTOR	2,403.60
IJOE LOCAL 49 FRINGE BENEFIT FUNDS	26,605.00
KARPEL SOLUTIONS, INC.	2,615.59
LIBERTY TIRE RECYCLING LLC	3,589.50
MATTISON CONTRACTORS INC	6,057.44
MAYO CLINIC	15,834.69
MEDICA	254,877.14
MN LIFE INSURANCE COMPANY	2,546.37
MOTOROLA SOLUTIONS INC	3,091.00
POMP'S TIRE SERVICE INC	8,400.00
POWERHOUSE MARINE	25,513.00
SKYLINE SALT SOLUTIONS	74,469.43
TOWMASTER INC	194,379.94
WIEBKE TIRE CO	9,960.60
WILDCAT CREEK MANAGEMENT LLC	5,343.80
ZARNOTH BRUSH WORKS INC	6,993.00
	<u>660,191.03</u>
50 VENDORS PAID LESS THAN \$2000.00	19,165.75
	<u>679,356.78</u>
PUBLIC HEALTH & HUMAN SERVICES	20,105.04
	<u><u>699,461.82</u></u>

Lynn Colsch  
Finance Clerk  
Houston County  
304 South Marshall Street  
Caledonia MN 55921

Phone 507-725-5825