

# Technical Memorandum

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**To:** Nick Tomczik (RCWD)  
**Cc:** Tom Schmidt (RCWD)  
John Kolb (Rinke Noonan)  
**From:** Adam Nies PE  
**Subject:** Bid Recommendation for ACD 53-62 Branches 5 & 6 Repair  
**Date:** November 26<sup>th</sup>, 2025  
**Project #:** 5555-0365

The purpose of this memorandum is to summarize the bids received for the Anoka County Ditch 53-62 Branches 5 & 6 Repair and to provide our recommendation for award of the construction contract.

## BIDDING PROCESS

The bid processes followed accepted practices as generally defined within MS 103D.811 Bids for Construction and MS 471.345 Uniform Municipal Contracting Law.

The Rice Creek Watershed District (District) initiated the bid process by placing advertisements in the Pioneer Press. Houston Engineering Inc. (HEI) solicited bids on QuestCDN, a commercial project advertising service. The requirements for bidding were defined within the Specifications/Bid Package for ACD 53-62 Branches 5 & 6 Repair dated October 2025 - prepared by HEI. No addenda were issued during the bid process. A plan holder's list was maintained by QuestCDN for the Project. A total of twenty (20) prospective "prime bidders" downloaded plan sets. The Project Manual directed that bids were to be submitted electronically via QuestCDN's vBid portal.

A mandatory pre-bid meeting was held on November 18<sup>th</sup>, 2025. A total of twenty-two (22) contractors were represented and recorded on the sign-in sheet. The pre-bid meeting consisted of a site visit along Branch 5 Lateral 2, which displayed a good representation of the work required to be completed: ditch repair through marshy areas. Contractors had an opportunity to walk around the site, and to ask questions from the Engineer and District staff.

## SUMMARY OF BIDS RECEIVED

The bid opening for the Project was held virtually via Microsoft Teams and the vBid portal on Tuesday, November 25<sup>th</sup>, 2025, at 11:00 am. The Engineer's Opinion of Probable Construction Cost for the Base Bid is \$436,122 and the Bid Alternative 1 is \$56,962. Bid Alternative 1 is for ditch repair

work within the property owned by the Minneapolis St. Paul Metropolitan Airport Commission at the upstream end of Branch 5 Lateral 2. The reason for Bid Alternative 1 is due to access concerns along the property, and the need for chain link gate installations adjacent to the ditch within the same property. Due to concerns with the bidding timeline, that portion of the work was separated out as an alternative. At the time of this bid recommendation memo, coordination with the airport representatives has been initiated, but no concurrence has been provided by the Airport Commission. A total of eight (8) bids were received. The following table summarizes the bids received. The bids are ranked according to total amount for the Base Bid.

Rank	Contractor	Base Bid Amount	Bid Alternative 1	Total Bid
1	Apex Drainage LLC	\$219,014.00	\$42,537.75	\$261,551.75
2	North Pine Aggregate, Inc.	\$387,501.00	\$52,667.35	\$440,168.35
3	Big Wolf Siteworks LLC	\$545,622.00	\$56,917.00	\$602,539.00
4	Belair Builders Inc.	\$610,063.10	\$69,100.10	\$679,163.20
5	Sunram Construction, Inc.	\$610,742.00	\$79,813.25	\$690,555.25
6	New Look Contracting, Inc.	\$648,966.00	\$79,896.00	\$728,862.00
7	Midwest Amphibious Equipment LLC	\$696,950.80	\$87,097.30	\$784,048.01
8	Dressel Contracting Inc.	\$1,392,786.34	\$244,970.27	\$1,637,756.61

## REVIEW OF BIDS

The virtual bid on QuestCDN requires that all requested submittals are uploaded and addenda are acknowledged before a bid can be submitted. The program also calculates bid prices based on unit costs, which excludes the possibility of mathematical errors or legibility issues.

Apex Drainage LLC submitted the lowest Base Bid and Bid Alternative 1. The bid is considerably (50%) lower than the Engineer's Opinion of Probable Cost, however no erroneous or suspicious bid prices were noticed.

HEI reviewed the submitted documentation by the bidders for accuracy, completeness and responsiveness. References for the low bidder were contacted to confirm prior experience and capabilities of the contractor, based on their submitted representative projects of a similar scale and using similar equipment.

## RECOMMENDATION

The lowest bid was received from Apex Drainage LLC. who provided the required information documenting their qualifications to complete the work, including public drainage system repair projects. We have consulted with some of the references provided by the contractor. The references indicated that Apex Drainage LLC successfully completed the projects indicated.

Because concurrence from the Airport Commission has not been provided for access and modification of the property fencing, it is not advised to award Bid Alternative 1 at this time. Should the airport commission agree to the access and fencing modification prior to the end of construction the work detailed within Alternative 1 can be issued as a change order to the contract. **Due to its location at the upstream end of the system, It is not imperative that the work within Bid Alternative 1 be completed for the remaining repairs to be successful.**

**We therefore recommend award of the Project to Apex Drainage LLC. in the base bid amount of \$219,014.00.** We further recommend that an additional 30% of the contract (\$65,704.20) be budgeted for potential change orders resulting from unforeseen conditions or omissions discovered as the project progresses. Portions of this amount would be paid to the contractor only if additional work is required above and beyond the scope of the work stated in the contract.

**Attachment A** – Bid Results Tabulation

**Attachment B** – Apex Drainage Submitted Documents

ATTACHMENT A

Anoka County Ditch 53-62 Branches 5 & 6 Repair (#9931976)  
Owner: Rice Creek Watershed District  
Solicitor: Houston Engineering Inc. - Maple Grove  
11/25/2025 11:00 AM CST

					Engineer Estimate		Apex Drainage LLC		North Pine Aggregate, Inc		Big Wolf Siteworks LLC		Belair Builders Inc.		Sunram Construction, Inc.		New Look Contracting, Inc.		Midwest Amphibious Equipment LLC		Dresel Contracting Inc.	
Section Title	Line Item	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
BASE BID																						
	1	MOBILIZATION	LS	1	\$30,000.00	\$30,000.00	\$25,000.00	\$25,000.00	\$35,000.00	\$35,000.00	\$40,000.00	\$40,000.00	\$54,665.00	\$54,665.00	\$51,250.00	\$51,250.00	\$150,000.00	\$150,000.00	\$60,000.00	\$60,000.00	\$167,910.00	\$167,910.00
	2	EXCAVATION OF EXISTING CHANNEL (P)	LN FT	12104	\$12.00	\$145,248.00	\$7.00	\$84,728.00	\$3.55	\$42,969.20	\$13.00	\$157,352.00	\$12.00	\$145,248.00	\$16.25	\$196,690.00	\$25.00	\$302,600.00	\$21.52	\$260,478.08	\$37.86	\$458,257.44
	3	SPOIL MANAGEMENT (P)	LN FT	12104	\$6.00	\$72,624.00	\$2.75	\$33,286.00	\$1.70	\$20,576.80	\$5.00	\$60,520.00	\$1.90	\$22,997.60	\$13.00	\$157,352.00	\$4.00	\$48,416.00	\$16.18	\$195,842.72	\$24.15	\$292,311.60
	4	CLEARING, CHIPPING & REMOVAL (P)	ACRE	10	\$15,000.00	\$150,000.00	\$4,250.00	\$42,500.00	\$26,660.00	\$266,600.00	\$22,000.00	\$220,000.00	\$35,745.00	\$357,450.00	\$16,825.00	\$168,250.00	\$12,000.00	\$120,000.00	\$15,750.00	\$157,500.00	\$43,070.00	\$430,700.00
	5	REMOVE & DISPOSE OF IN PLACE CULVERT	EACH	1	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$505.00	\$505.00	\$1,500.00	\$1,500.00	\$340.00	\$340.00	\$1,100.00	\$1,100.00	\$650.00	\$650.00	\$500.00	\$500.00	\$7,020.00	\$7,020.00
	6	SEEDING & MULCH (P)	ACRE	10	\$3,000.00	\$30,000.00	\$2,600.00	\$26,000.00	\$1,885.00	\$18,850.00	\$6,000.00	\$60,000.00	\$2,530.00	\$25,300.00	\$2,110.00	\$21,100.00	\$2,230.00	\$22,300.00	\$1,888.00	\$18,880.00	\$2,578.73	\$25,787.30
	7	CONSTRUCTION FENCE	LN FT	1250	\$5.00	\$6,250.00	\$4.00	\$5,000.00	\$2.40	\$3,000.00	\$5.00	\$6,250.00	\$3.25	\$4,062.50	\$12.00	\$15,000.00	\$4.00	\$5,000.00	\$3.00	\$3,750.00	\$8.64	\$10,800.00
Base Bid Total						\$436,122.00		\$219,014.00		\$387,501.00		\$545,622.00		\$610,063.10		\$610,742.00		\$648,966.00		\$696,950.80		\$1,392,786.34
BID ALTERNATIVE 1																						
	8	EXCAVATION OF EXISTING CHANNEL (P)	LN FT	1609	\$12.00	\$19,308.00	\$7.00	\$11,263.00	\$6.75	\$10,860.75	\$7.00	\$11,263.00	\$12.00	\$19,308.00	\$16.25	\$26,146.25	\$29.00	\$46,661.00	\$21.52	\$34,625.68	\$47.76	\$76,845.84
	9	SPOIL MANAGEMENT (P)	LN FT	1609	\$6.00	\$9,654.00	\$2.75	\$4,424.75	\$2.40	\$3,861.60	\$6.00	\$9,654.00	\$1.90	\$3,057.10	\$13.00	\$20,917.00	\$5.00	\$8,045.00	\$16.18	\$26,033.62	\$28.27	\$45,486.43
	10	CLEARING, CHIPPING & REMOVAL (P)	ACRE	1	\$15,000.00	\$15,000.00	\$4,250.00	\$4,250.00	\$26,660.00	\$26,660.00	\$20,000.00	\$20,000.00	\$35,745.00	\$35,745.00	\$22,750.00	\$22,750.00	\$12,000.00	\$12,000.00	\$15,750.00	\$15,750.00	\$106,200.00	\$106,200.00
	11	SEEDING & MULCH (P)	ACRE	1	\$3,000.00	\$3,000.00	\$2,600.00	\$2,600.00	\$5,335.00	\$5,335.00	\$6,000.00	\$6,000.00	\$7,850.00	\$7,850.00	\$6,000.00	\$6,000.00	\$6,040.00	\$6,040.00	\$1,888.00	\$1,888.00	\$7,854.00	\$7,854.00
	12	CHAIN LINK FENCE GATE	EACH	2	\$5,000.00	\$10,000.00	\$10,000.00	\$20,000.00	\$2,975.00	\$5,950.00	\$5,000.00	\$10,000.00	\$1,570.00	\$3,140.00	\$2,000.00	\$4,000.00	\$3,575.00	\$7,150.00	\$4,400.00	\$8,800.00	\$4,292.00	\$8,584.00
Bid Alternative 1 Total						\$56,962.00		\$42,537.75		\$52,667.35		\$56,917.00		\$69,100.10		\$79,813.25		\$79,896.00		\$87,097.30		\$244,970.27
Base Bid and Alternative 1 Total						\$493,084.00		\$261,551.75		\$440,168.35		\$602,539.00		\$679,163.20		\$690,555.25		\$728,862.00		\$784,048.10		\$1,637,756.61

**SECTION 00400  
BID FORM**

**ACD 53-62 Br 5 & 6 Repair**

Owner: Rice Creek Watershed District

To: Rice Creek Watershed District  
4325 Pheasant Ridge Drive, Suite 611  
Blaine, MN 55449  
Attn: Houston Engineering, Inc.

Date November 23<sup>rd</sup>, 2025

Proposal of Apex Drainage LLC  
Bidder  
122 State St NE Glyndon MN 56547  
Address

Pursuant to the bid for the ACD 53-62 Br 5 & 6 Repair to furnish all necessary machinery, equipment, tools, labor, materials and other means of construction and deliver materials and to do and perform all work set forth below (the "Work") at rates and at a total price or prices as hereinafter set forth, in accordance with the Contract Documents including the Drawings and Specifications and addenda thereto on file in the office of the OWNER and OWNER'S ENGINEER, Houston Engineering, Inc. 7550 Meridian Circle North, Suite 120, Maple Grove, MN 55369.

First: In submitting this Bid Proposal, the undersigned bidder understands and agrees that the Instructions to Bidders and other Contract Documents referred to therein control and, without limiting the foregoing, that this Bid Proposal is based upon the following undertakings:

1. That Bidder to the extent it deems necessary, has performed reasonable inspection of the site of the work, existing construction in the areas of the proposed work, and is informed as to the condition thereof as the same bears on the work to be performed.
2. That Bidder has received and examined the Drawings and Specifications, and is informed of all addenda thereto, and of the forms of the Contract Documents, including but not limited to the Agreement, performance and payment bonds and, insurance certificates and endorsements to be furnished in the event an Agreement is awarded.
3. Certain types of equipment and kinds of material are described in the specifications

by means of trade names and catalog numbers and/or manufacturer's names. The Agreement, if awarded, will be on the basis of materials and equipment described in the Drawings or stated in the Specifications without consideration of possible substitute or "or-equal" items. In some cases, it is indicated in the Drawings or stated in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR on ENGINEER's approval. Application for any such approval will not be considered by ENGINEER until after the signing of the Agreement. The procedure for submission of any such application and consideration of application is set forth in the Contract Documents. Bidder acknowledges that this proposal is submitted in strict accord with specified requirements, and other requirements of these documents.

- Second: The undersigned Bidder agrees, if it is the successful Bidder, to execute the Agreement as set forth at Section 00500 of the Contract Documents, and to furnish the required performance and payment bonds as set forth at Sections 00610 and 00620 of the Contract Documents and furnish insurance certificates and endorsements, all within ten (10) days of receiving the Notice of Award of contract from the OWNER.
- Third: The undersigned Bidder further agrees to begin work within fourteen (14) calendar days of receipt of the Notice to Proceed and to prosecute said work so as to complete the same as specified in the Information Available to Bidders, subject to Liquidated Damages and other remedies.
- Fourth: The undersigned Bidder further agrees to guarantee performance of all work in accordance with Drawings and Specifications and in a good and workmanlike manner, and to renew or repair any work that may be rejected due to defective materials or workmanship prior to final completion and acceptance of the material and installation by the OWNER.
- Fifth: The undersigned Bidder further agrees prior to or with the signing of the Agreement, to provide the following upon OWNER'S request, or any other information relevant to OWNER's determination of Bidder's status as a responsive and responsible bidder:
1. Such catalogs, photographs, drawings, specifications, descriptive information and other details as to special equipment or materials bidder proposes to furnish for the work, to permit a valuation of the merits thereof and determination whether such special equipment or materials comply with the specifications.
  2. A properly executed affidavit of non-collusion.
  3. A statement of Bidder's qualifications.
  4. A statement setting forth all items of work that the Bidder proposes to subcontract, and names of the subcontractors to whom such items shall be subcontracted.
- Sixth: Following is a tabulation of the undersigned Bidder's bid for all work to be performed to carry out the aforementioned construction being understood that this bid

contemplates all machinery, equipment, tools, labor, materials and other means of construction and all materials and times specified in accordance with the Contract Documents, drawings and specifications and all Addenda thereto. At the opening of Bid Proposals, the total contract price will be read out loud for the primary bid. The undersigned Bidder proposes to do all unclassified work required to complete the contemplated Work, at a unit price contract as provided by the specifications and other Contract Documents.

Seventh: This bid is genuine and not made in the interest or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over OWNER.

Bidder agrees to complete the Work for the Primary Bid at the unit prices and/or lump sums as listed and set forth on the Bid Tabulation Schedules that follow.

Eighth: **Responsible Contractor Verification.** Per Minnesota Statute 16C.285, bidders must complete and attach "Attachment A – Responsible Contractor Verification and Certification of Compliance."



**Bid Tabulations: Primary**

Note: Online bidding through QuestCDN only, this list provided for reference only.

Item Number	Description	Units	Quantity	Unit Cost	Total Estimated Price
1	Mobilization	Lump Sum	1	25,000	25,000
2	Excavation of Existing Channel (P)	Linear Foot	12,104	7.00	84,728
3	Spoil Management (P)	Linear Foot	12,104	2.75	33,286
4	Clearing, Chipping & Removal (P)	Acre	10	4250	42,500
5	Remove & Dispose of In Place Culvert	Each	1	2500	2500
6	Seeding & Mulch (P)	Acre	10	2600	26,000
7	Construction Fence	Linear Foot	1250	4.00	5000
BASE BID TOTAL					219,014
<b>BID ALTERNATIVE 1</b>					
8	Excavation of Existing Channel (P)	Linear Foot	1,609	7.00	11,263
9	Spoil Management (P)	Linear Foot	1,609	2.75	4,424.75
10	Clearing, Chipping & Removal (P)	Acre	1	4250	4250
11	Seeding & Mulch (P)	Acre	1	2600	2600
12	Chain Link Fence Gate	Each	2	10000	20000
BID ALTERNATIVE 1 TOTAL					42,537.75
TOTAL BID					261,551.75



**BIDDER'S QUALIFICATION STATEMENT**

1. The name, address and phone/fax number of the bidder.

Name Apex Drainage LLC  
Address 122 State St NE Glyndon MN 56547  
Phone/fax 218-443-4513 or 701-212-6960

2. Years in business 5

3. List of contractor owned equipment available for this project.

Attach as separate submittal, if necessary.

Cat 326 - 30 Italy buster Case 115a tractor  
Cat 05 - 30 John Deere 850K SKid mower  
Cat 29902 Cat 299D3 JD-130g

4. List of equivalent type projects performed within the last ten- (10) years. The list of references should include at least one ditch repair project, preferably more, and especially those showing experience working in marshy areas adjacent to ditches. Attach as submittal, if necessary.

1. Name of Client RRWD - (HDR engineering) Date 7-15-25  
Name of Contact Dillon - (HDR) Phone 612-524-6091  
Description of Project County Ditch 8 Improvements - rip rap, clearing/grubbing)  
Ditching

2. Name of Client MN DNR Date 8-1-25  
Name of Contact Matt Olson - DNR Phone 320-363-8633  
Description of Project John Schert - WMA (Pond building)

3. Name of Client Pembina County WRD - Houston engineering Date 11-1-25  
Name of Contact Mike Ferrie Phone 701-499-9448  
Description of Project Remitch Dam - Channeling, rip rap, Sloping, Embankment

4. Name of Client MN DNR Date 6-15-25  
Name of Contact Dean Sether Phone 218-766-7243  
Description of Project Culvert replacement in Bog

5. Name of Client Hanson Bros (Kyle Pederson) - Saks Date 4-1-24  
Name of Contact Brandon Hanson (Kyles) # Phone 218-779-0462  
Description of Project Drain tiled 850 acres (open cut pipe, ditching,)  
Hdpe Trenchless Flowing, grading

5. List of person(s) who are employed by you and will supervise and be available to perform the work on this project and the number of years of experience.

	Names:	Years of experience
Project Manager:	<u>Anthony Dahl</u>	<u>8</u>
Superintendent:	<u>Jack Malone</u>	<u>6</u>
Foreman:	<u>Joe Larson</u>	<u>7</u>
Personnel:	<u>Keeeton K</u>	<u>5</u>
	<u>Landon Nelson</u>	<u>8</u>
	<u>Brady Wickman</u>	<u>7</u>
	<u>Marlon Lafond</u>	<u>5</u>
	<u>Hunter Miller</u>	<u>5</u>

6. Such additional information as will assist the Owner and Engineer in determining whether the bidder is adequately prepared to fulfill the contract. Attach as submittal, if necessary.

N/A Can request if needed

7. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals constituting this statement of contractor's qualifications.

State the true, exact correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. If a corporation, state the name of the President and secretary. If a partnership, state the names of the partners. If a trade name, state the names of the firms and/or individuals who do business under the trade name. **It is absolutely necessary that this information be provided.**

7.1 Correct and complete name of bidder: Apex Drainage LLC

7.2 The Business is a: Limited Liability Company

7.3 The address of the principal place of business is:  
122 State St NE Glyndon MN 56547

7.4 Telephone Number: 218-443-4513 or 701-212-6860

Dated at: 01:13 pm this 23rd day  
of November, 2025

Anthony Dahl  
Owner/CEO  
By: [Signature] - CEO  
Attest: [Signature]

## MAJOR SUBCONTRACTOR'S QUALIFICATION STATEMENT

Please fill out a form for each major subcontractor the contractor proposes to employ. Copy this form if additional forms are required and attach as submittals to Bid.

1. The name, address and phone/fax number of the Subcontractor.

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone/fax \_\_\_\_\_

2. Years in business \_\_\_\_\_

3. List of equivalent type projects performed within the last four (4) years. The list should include at least one ditch repair project, preferably more, and especially those showing experience working in marshy areas adjacent to ditches. Attach as submittal, if necessary.

1. Name of Client \_\_\_\_\_ Date \_\_\_\_\_

Name of Contact \_\_\_\_\_ Phone \_\_\_\_\_

Description of Project \_\_\_\_\_

2. Name of Client \_\_\_\_\_ Date \_\_\_\_\_

Name of Contact \_\_\_\_\_ Phone \_\_\_\_\_

Description of Project \_\_\_\_\_

3. Name of Client \_\_\_\_\_ Date \_\_\_\_\_

Name of Contact \_\_\_\_\_ Phone \_\_\_\_\_

Description of Project \_\_\_\_\_

4. Name of Client \_\_\_\_\_ Date \_\_\_\_\_

Name of Contact \_\_\_\_\_ Phone \_\_\_\_\_

Description of Project \_\_\_\_\_

N/A

**AFFIDAVIT OF RESPONSIBLE CONTRACTOR COMPLIANCE TO BE EXECUTED BY  
BIDDER AND SUBMITTED WITH BID**

**CERTIFICATE OF EXECUTION**

Receipt is acknowledged of the following addenda:

Addenda \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

Witness this 23 day of November, 2025

Name: Anthony Dahl

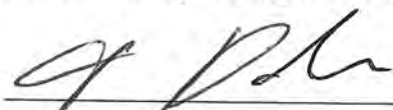
Title: CEO/owner

Company: Apex Drainage LLC

Signature: 

**STATEMENT OF NONCOLLUSION**

Anthony Dahl, of Apex Drainage LLC, the party making the foregoing bid, states that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signed: 

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



**SECTION 00410**  
**RESPONSIBLE CONTRACTOR VERIFICATION OF COMPLIANCE**  
**(Attachment A)**

Minnesota Statutes, Section 16C.285, subdivision 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 minimum criteria set forth below. 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.

1. The Contractor:
  - i. is in compliance with workers' compensation and unemployment insurance requirements;
  - ii. is in compliance with the Department of Revenue and the 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 verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 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, section 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.
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; and\*
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.

### Certification

**By signing this document, I am certifying that I am an owner or officer of the contractor and am verifying under oath that:**

1. Contractor is in compliance with Minnesota Statutes, Section [16C.285](#), and I have included Attachment A-1

Apex Drainage LLC  
Contractor Company Name  
[Signature]  
Authorized Signature of Owner or Officer  
Owner/CEO  
Title

11-23-25  
Date  
Anthony Dahl  
Printed Name

**ATTACHMENT A-1: FIRST-TIER SUBCONTRACTOR LIST**  
**(Initial List)**

**SUBMIT WITH CONTRACTOR SOLICITATION RESPONSE**

Minnesota Statutes, Section [16C.285](#), subdivision 5. A prime contractor or subcontractor shall include in its verification of compliance . . . a list of all of its first-tier subcontractors that it intends to retain for work on the project.

<b>NAMES OF FIRST TIER SUBCONTRACTORS (Legal name of company as registered with the Secretary of State)</b>	<b>Company Address</b>	<b>Work To Be Performed</b>
N/A		



# AIA® Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)  
Apex Drainage LLC

122 State Street NE  
Glyndon, MN 56547

**OWNER:**

(Name, legal status and address)  
Rice Creek Watershed District  
4325 Pheasant Ridge Drive, Suite 611  
Blaine, MN 55449

**BOND AMOUNT:** Five Percent of the Bid Submitted (5%)

**SURETY:**

(Name, legal status and principal place  
of business)  
Merchants National Bonding, Inc.  
P.O. Box 14498  
Des Moines, IA 50306-3498

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**PROJECT:**

(Name, location or address, and Project number, if any)

Anoka County Ditch 53-62 Branch 5 & 6 Repair

Anoka County, MN

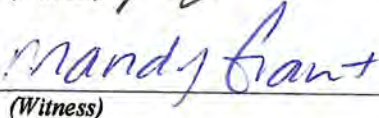
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of November, 2025

  
(Witness)

  
(Witness)

Apex Drainage LLC

(Principal)

(Title) Jacob Malone, Estimator  
Merchants National Bonding, Inc.

(Surety)

(Title) Braeden Nelson, Attorney-in-Fact

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

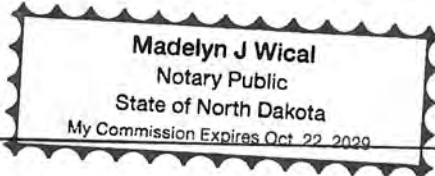
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061110

ACKNOWLEDGMENT OF PRINCIPAL (CORPORATION)

State of North Dakota,  
County of Cass

On this 21 day of November 2025, before me personally appeared  
Jacob Malone known to be the Estimator of the corporation that is  
described in and that he or she executed the within instrument, and acknowledged to me that such  
corporation executed the same.



Mandy Grant

ACKNOWLEDGMENT OF PRINCIPAL (INDIVIDUAL OR PARTNERSHIP)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

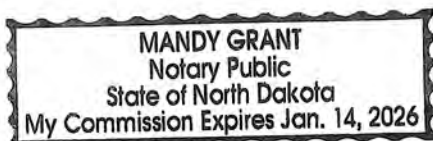
On this \_\_\_\_\_ day of \_\_\_\_\_ 2025, before me personally  
appeared \_\_\_\_\_ known to be the person described in and who  
executed the within instrument, and acknowledged to me that he/she executed the same.

\_\_\_\_\_  
\_\_\_\_\_

ACKNOWLEDGMENT OF SURETY

State of North Dakota )  
County of Cass )

On this 21st day of November 2025, before me personally  
appeared Braeden Nelson known to be the person who is described in  
and whose name is subscribed to the within instrument as Attorney in Fact of  
Merchants National Bonding, Inc. and acknowledged to me that he or she  
subscribed the name of Merchants National Bonding, Inc. thereto as surety and  
his or her own name as Attorney in Fact.



Mandy Grant



**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,

Braeden Nelson; Bridget Nitz; Joe Olson; Josie Wing; Rebecca Hecker; Ryan M Hoffman; Toni Crittenden

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 14th day of May, 2025.

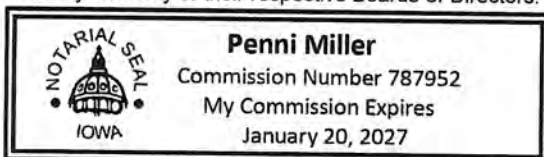
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 14th day of May, 2025, 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.

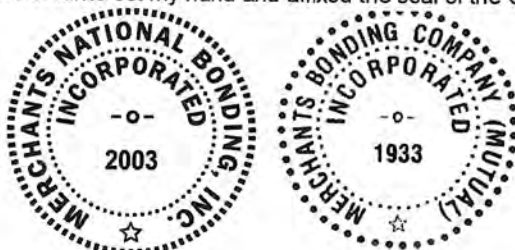


(Expiration of notary's commission does not invalidate this instrument)

*[Signature]*  
Notary Public

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 21st day of November, 2025.



*Ata B. Smith*  
Secretary