

DOGS

**AKC Gordon Setter Pups**  
Males & females, expected  
April 21. 507-990-0991  
EmeraldHillsSetters.com

**Miniature Aussie Pups**  
Merles & Tri-color.  
Shots & wormed. \$600.  
Text for pics: 218-851-6219

**AKC English Springer  
Spaniel Pups**  
Males & females. Liver &  
White. Ready April 22.  
Text for pics: 218-686-0179

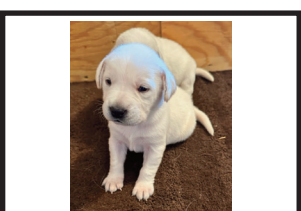
**CKC Mini Schnauzers**  
M & F, Black, Salt & Pepper  
& Chocolate. Shots, dewes,  
tails, vet checked,  
home raised with TLC!  
Call/text: 320-760-6839



**Goldador Puppies**  
(Purebred Golden Retriever &  
Purebred Red Lab). Shots,  
wormed & dewes removed.  
M: \$600; F: \$700. 320-248-7954



**Purebred Siberian Huskies**  
Shots, wormed, vet checked,  
health certificate, \$300.  
218-831-7975 (MN#829895)



**AKC British White Labs**  
Shots, wormed, vet  
checked. Ready 5/15.  
Taking deposits. M: \$900;  
F: \$1,100. 605-380-9276



**AKC Lab Puppies**  
White, Dark Red, Black, Dark  
Chocolate & Yellow. Hunting &  
Family, Blocky Black Noses. Full  
AKC. 605-999-7149 Mitchell, SD  
www.southdakotayellowlabs.com

LAKE PROPERTY  
FOR RENT

**SUMMER/FALL GETAWAY  
ON NORTH SHORE OF  
CLITHERALL LAKE, MN**  
2 bdrm, 1.5 bath, A/C,  
Internet, No smoking/pets.  
Available May-Sept.  
\$975/week. 808-896-0826

MOTORHOMES/RV



**Gulf Stream Vista Cruiser 19ft  
pull-type camper. Like new!  
\$12,000 OBO. 701-220-3492**

PUBLIC NOTICE

**PLACE NOTICE**  
jamestownsun.column.us/place

**CONTACT US**  
legals@jamestownsun.com

**DEADLINE**  
Wednesday 2pm for Thursday  
Wednesday 5pm for Saturday  
Thursday 2pm for Friday  
Friday 10am for Monday  
Friday 2pm for Tuesday  
Friday 5pm for Wednesday

**VIEW ONLINE**  
www.jamestownsun.com



Stay informed of  
official civic matters

PUBLIC NOTICE

**NOTICE OF LEASE OF STATE HOSPITAL FARM LANDS**  
Notice is hereby given that the lands hereinafter described will be offered for lease for agricultural purposes to the highest bidder for a term beginning May 19, 2025, and ending December 31, 2029. Written proposals shall be submitted in a sealed envelope in advance of the leasing; all bid proposals must be received by the North Dakota State Hospital, 2605 Circle Drive, Jamestown, North Dakota 58401, no later than 1:00 p.m. CT on Tuesday, May 13, 2025. The proposal opening shall be held in the Pettigrew Conference Room, First Floor, Pettigrew Building, North Dakota State Hospital, Jamestown, North Dakota, at 1:00 p.m. CT on Tuesday, May 13, 2025.

Any bid may be withdrawn prior to the above scheduled time for opening of the bids or the authorized postponement thereof. Any bid proposal received after the time and date specified will not be considered. Bidder(s) shall assume full responsibility for timely delivery of their proposal to the North Dakota State Hospital.

Written proposal forms may be obtained from the Contract Officer of the North Dakota State Hospital. These forms include legal descriptions of all parcels being leased and a space for submitting bid prices by parcel. All interested bidders shall utilize these forms when submitting bid proposals.

Bids may be submitted separately for each of the parcels of property herein-after listed or, at the option of the bidder, one bid may be submitted for a number of parcels or for all parcels of property herein-after listed. Should a bidder select one of the last two options, individual prices for each parcel being bid should also be noted. The total amount of all individual parcel bids received will be compared to any joint parcel bid to determine the successful bidder.

Payment for the first year's rent must be submitted with the signed bid proposal. The successful bidder(s) will be notified and all other bids will be returned. The successful bidder(s) shall be required to execute a lease agreement and will be subject to all the covenants and restrictions contained therein, including the requirement of controlling noxious weeds on all parts of the leased premises.

PUBLIC NOTICE

STATE OF NORTH DA-  
KOTA  
COUNTY OF STUTSMAN

IN DISTRICT COURT

SOUTHEAST JUDICIAL DISTRICT

IN THE MATTER OF THE  
GUARDIANSHIP  
OF BRANDON GEORGE

Case No. 47-2025-PR-00034

NOTICE OF HEARING ON PETI-  
TION FOR GUARDIANSHIP

1. YOU ARE HEREBY NOTIFIED that a Petition for the appointment of a guardian for the above named proposed ward has been filed in the District Court of Stutsman County, North Dakota.

2. YOU ARE HEREBY FURTHER NOTIFIED that the Petition will be heard **VIA ZOOM on the 19th day of May, 2025, at 11:15 a.m.** of that day or at such subsequent time or other place to which said hearing may be adjourned or transferred, at which time and place you may be heard if you wish.

Any interested parties have a right to file a response to the Petition and may also want to contact an attorney to intervene if they object to the Petition. The petitioner and any interested parties intervening have a right to present evidence and to call or cross-examine witnesses.

DATED this 14th day of April, 2025.  
DALSTED & RYAN, P.C.  
Attorneys for the Petitioner  
Post Office Box 1727  
Jamestown, ND 58402-1727  
(701) 252-6668

BY:  
LEO A. RYAN - #05420  
A member of the firm.  
(Apr. 17 & 24; May. 1, 2025)

Matter to discuss private council for  
Township Zoning Matters

Corwin Township  
April 28th  
6:30-7:30  
Held at Old Elevator Office

North Dakota Century Code:  
44-04-19-2  
(Apr. 17, 2025)

UNIFORM PROBATE CODE FORM  
16

**NOTICE TO CREDITORS (NDCC  
30.1-14-03;30.1-14-08).  
Probate No. 47-2025-PR-00024  
Steven T. Ottmar - ID #06179  
OTTMAR & OTTMAR, P.C.  
226 2nd Avenue SW /PO Box 1397  
Jamestown, North Dakota 58402-  
1397  
(701) 252-7229  
(701) 252-7461 – Fax  
sottmar@ottmarlaw.com  
E-Service: office@ottmarlaw.com  
Attorney for Personal Representa-  
tive**

**IN THE DISTRICT COURT OF  
NORTH DAKOTA, COUNTY OF  
STUTSMAN**  
**In the Matter of the Estate of  
MUREL N. A. NITSCHKE, De-  
ceased.**  
**NOTICE TO CREDITORS**  
NOTICE IS HEREBY GIVEN that the undersigned has been appointed personal representative of the above estate. All persons having claims against the said deceased are required to present their claims within three months after the date of the first publication or mailing of this notice or said claims will be forever barred. Claims must either be presented to Renee Opp, personal representative of the estate, at 8666 Iris Street, Arvada, CO 80005, or filed with the Court.

Dated this 14th day of March, 2025.  
Renee Opp–Personal Representa-  
tive

8666 Iris Street  
Arvada, CO 80005  
(Apr. 10 & 17 & 24, 2025)

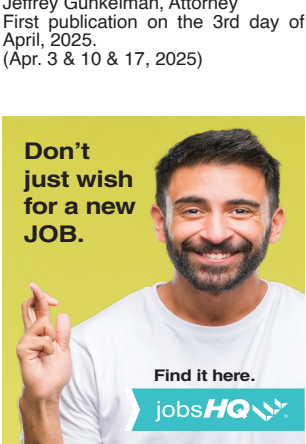
Jeffrey Gunkelman (07229) Kennelly  
Business Law  
1213 NP Avenue, Suite 301  
Fargo, North Dakota 58102 jeff@  
kennellybusinesslaw.com Attorneys  
for Estate

Probate No. 47-2025-PR-00023  
IN THE COUNTY COURT OF STUTS-  
MAN COUNTY, STATE OF NORTH  
DAKOTA

In the Matter of the Estate of Leona Braun, Deceased.

NOTICE TO CREDITORS  
NOTICE IS HEREBY GIVEN THAT Travis Lindberg has been appointed Personal Representative of the above estate. All persons having claims against said deceased are required to present their claims within three (3) months after the date of the first publication of this notice or said claims will be forever barred. Claims must either be presented to the undersigned, Jeffrey Gunkelman, Attorney for the Estate of Leona Braun, or Travis Lindberg as Personal Representative of the Estate, at Kennelly Business Law, 117 - 3rd Street NW, Suite 5, Valley City, North Dakota 58072, or filed with the Court.

DATED this 27th day of March 2025.  
KENNELLY BUSINESS LAW  
/s/  
Jeffrey Gunkelman, Attorney  
First publication on the 3rd day of April, 2025.  
(Apr. 3 & 10 & 17, 2025)



PUBLIC NOTICE

PUBLIC NOTICE

The State makes no representation concerning the condition or usability of any improvements and shall not be liable for any maintenance costs or tax assessments unless approved in writing in advance. The State reserves the right to reject any or all bids or parts thereof and to waive any informalities in bidding. Further, the undersigned reserves the right to lease the land in separate parcels or as one tract.

**Successful bidder(s) will be required to pay publication costs, estimated costs are \$0.36 per acre.**

All tillable land has a wheat or other crop base. You may obtain further information by contacting the USDA Farm Service Agency, 1301 Business Loop East, Jamestown, ND 58401, telephone (701) 252-2521.

The said lands will be leased subject to necessary reservations and excep-  
tions, if any, and are described as follows:

**Parcel 1.** Parcel 1 is intentionally omitted.

**Parcel 2.** All that part of the South Half of the Southwest Quarter (S½ SW¼) of Section Six (6), Township One Hundred Thirty Nine North (T139N), Range Sixty Three West (R63W) of the Fifth Principal Meridian, Stutsman County, North Dakota, lying south of the State Hospital campus grounds and bounded on the north by that certain entryway road and that certain tree row. Said parcel contains 42.8 acres, more or less. ( **Tillable** )

**Parcel 3.** All that part of the East Half of the Southeast Quarter (E½ SE¼) of Section Six (6), Township One Hundred Thirty Nine North (T139N), Range Sixty Three West (R63W) of the Fifth Principal Meridian, Stutsman County, North Dakota, lying east of the railroad right-of-way and south of Homer Park. Said parcel contains 16.6 acres, more or less. ( **Tillable** )

**Parcel 4.** A tract of land located in the South Half of the Southeast Quarter (S½ SE¼) of Section Six (6), Township One Hundred Thirty Nine North (T139N), Range Sixty Three West (R63W) of the Fifth Principal Meridian, Stutsman County, North Dakota. Said tract of land contains 20.8 acres, more or less, lying to the north and east of a railroad line. ( **Tillable** )

**Parcel 5.** The Northwest Quarter of the Northeast Quarter (NW¼ NE¼) of Section Seven (7), Township One Hundred Thirty Nine North (T139N), Range Sixty Three West (R63W) of the Fifth Principal Meridian, Stutsman County, North Dakota. Said parcel contains 39.1 acres, more or less. ( **Tillable** )

**Parcel 6.** All that part of the Southeast Quarter of the Southeast Quarter (SE¼ SE¼) of Section Seven (7), Township One Hundred Thirty Nine North (T139N), Range Sixty Three West (R63W) of the Fifth Principal Meridian, Stutsman County, North Dakota, lying south and east of the fenced in pastureland. Said parcel contains 28.9 acres, more or less. ( **Tillable** )

**Parcel 7.** All that portion of the West Half of the Southwest Quarter (W½ SW¼) of Section Seven (7), Township One Hundred Thirty Nine North (T139N), Range Sixty Three West (R63W) of the Fifth Principal Meridian, Stutsman County, North Dakota, lying immediately adjacent to and east of the section line and west of the pastureland. Said parcel contains 26.9 acres, more or less. ( **Tillable** )

**Parcel 8A.** The West Half of the Northeast Quarter (W½ NE¼) of Section Eight (8), Township One Hundred Thirty Nine North (T139N), Range Sixty Three West (R63W) of the Fifth Principal Meridian, Stutsman County, North Dakota, less and except a 2.5 acre parcel of non-tillable land located in the North Half of the West Half of the West Half of the Northwest Quarter (N½ W½ W½ W½ NW¼). Said parcel contains 68.2 acres, more or less. ( **Tillable** )

**Parcel 8B.** A tract of land located in the North Half of the West Half of the West Half of the West Half of the Northeast Quarter (N½ W½ W½ W½ NW¼) of Section 8, Township One Hundred Thirty Nine North (T139N), Range Sixty Three West (R63W) of the Fifth Principal Meridian, Stutsman County, North Dakota. Said tract contains 2.5 acres, more or less, lying along the western quarter line and west of the active drainage ditch. ( **Pastureland, not tillable** )

**Parcel 9.** The East Half (E½) of Section Twelve (12), Township One Hundred Thirty Nine North (T139N), Range Sixty Four West (R64W) of the Fifth Principal Meridian, Stutsman County, North Dakota. Said parcel contains 299.2 acres, more or less. ( **Tillable** )

**Parcel 10.** All that part of Section Eighteen (18), Township One Hundred Thirty Nine North (T139N), Range Sixty Three West (R63W) of the Fifth Principal Meridian, Stutsman County, North Dakota, except for that fenced in pastureland running in a northwest to southeast direction consisting of approximately 131.7 acres. Said parcel contains 468.4 acres, more or less. ( **Tillable** )

**Parcel 11.** A tract of land located north of Interstate Highway 94 in the Northeast Quarter (NE¼) of Section One (1), Township One Hundred Thirty Nine North (T139N), Range Sixty Four West (R64W) of the Fifth Principal Meridian, Stutsman County, North Dakota. Said parcel contains 8.3 acres, more or less. ( **Alfalfa** ) **Will only be bid for the time period May 19, 2025, through December 31, 2025**

**Parcel 12.** A tract of land located North of Interstate Highway 94 in the Northwest Quarter (NW¼) of Section Six (6), Township One Hundred Thirty Nine North (T139N), Range Sixty Three West (R63W) of the Fifth Principal Meridian, Stutsman County, North Dakota. Said parcel contains 4.5 acres, more or less. ( **Alfalfa** )

**Parcel 13.** A tract of land located South of Interstate Highway 94 in the Southwest Quarter (SW¼) of Section Six (6), Township One Hundred Thirty Nine North (T139N), Range Sixty Three West (R63W) of the Fifth Principal Meridian, Stutsman County, North Dakota. Said tract runs diagonally from north to south and is bound on the west by a paved city road. Said parcel contains 2.0 acres, more or less. ( **Hay** )

**Parcel 14.** A tract of land located South of Interstate Highway 94 in the Northeast Quarter (NE¼) of Section Six (6), Township One Hundred Thirty Nine North (T139N), Range Sixty Three West (R63W) of the Fifth Principal Meridian, Stutsman County, North Dakota. Said parcel contains 21.1 acres, more or less, and has restricted access. ( **Alfalfa** )

**Parcel 15.** A tract of land located in the Northwest Quarter (NW¼) of Section Seven (7), Township One Hundred Thirty Nine North (T139N), Range Sixty Three West (R63W) of the Fifth Principal Meridian, Stutsman County, North Dakota. Said parcel contains two separate sub-parcels of 23.9 acres, and 12.1 acres, more or less, for a total of 36.0 acres, more or less. ( **Hay** )

**Parcel 16.** A tract of land located in Section Seven (7), Township One Hundred Thirty Nine North (T139N), Range Sixty Three West (R63W) of the Fifth Principal Meridian, Stutsman County, North Dakota., excluding two small hay parcels and two small tillable parcels. Said parcel contains 386.5 acres, more or less. And an adjoining tract of land located in Section Eighteen (18), Township One Hundred Thirty Nine North (T139N), Range Sixty Three West (R63W) of the Fifth Principal Meridian, Stutsman County, North Dakota. Said parcel contains 131.7 acres, more or less. Said combined parcel contains 518.2 acres, more or less. ( **Pastureland, not tillable** )

**Parcel 17.** The East Half (E½) of Section Twenty Four (24), Township One Hundred Thirty Nine North (T139N), Range Sixty Four West (R64W) of the Fifth Principal Meridian, Stutsman County, North Dakota, excluding a fenced in three acre tract of land containing a radio tower. Said parcel contains 321.1 acres, more or less. And a tract of land located in the Northeast Quarter (NE¼) of Section Twenty Five (25), Township One Hundred Thirty Nine North (T139N), Range Sixty Four West (R64W) of the Fifth Principal Meridian, Stutsman County, North Dakota, excepting that certain railroad right-of-way running southwest to northeast. Said parcel contains 161.6 acres, more or less. Said combined parcel contains 482.7 acres, more or less. ( **Pastureland, not tillable** )

**Parcel 18.** Parcel 18 is intentionally omitted.

Anyone wishing to review a copy of the lease agreement may arrange to do so by contacting Amy Jangula Johnson, Contract Officer, North Dakota State Hospital, 2605 Circle Drive, Jamestown, ND 58401, Phone (701) 328-1657, E-mail: ajjangula@nd.gov; or anyone wishing to inspect said property may arrange to do so by contacting Jeff Comer at (701) 253-3903.

Published by authority of the North Dakota Department of Health and Human Services, North Dakota State Hospital, Jamestown, North Dakota.

Dated this 17 th day of April 2025  
North Dakota Department of Health and Human Services  
Aaron Olson, Superintendent  
North Dakota State Hospital  
Jamestown, North Dakota  
Run dates: April 17 and 24, May 1  
(Apr. 17 & 24; May. 1, 2025)

PUBLIC NOTICE

**ADVERTISEMENT FOR BIDS**  
Notice is hereby given that sealed bids will be received for the "Rotating Beacon with Tilt Down Pole" IE project # EC24-00-138, in Oakes , North Dakota . Bids will be received by the Oakes Municipal Airport Authority, at the office of Interstate Engineering, 1903 12th Avenue SW, Jamestown, North Dakota 58401, until 11:00 A.M. (CT) on Friday, April 25th, 2025, and then at said office all bids properly submitted will be publicly opened and read aloud. Bids can be mailed or delivered to Interstate Engineering, PO Box 2035, 1903 12th Avenue SW, Jamestown, North Dakota 58401.

Digital copies of the Bidding Documents are available at [www.interstateeng.com](http://www.interstateeng.com) or [www.questcdn.com](http://www.questcdn.com) for a fee of \$37.00. These documents may be downloaded by selecting this project from the "Bid Documents" tab and by entering Quest Project Number 9612299 on the "Search Projects" page. For assistance and free membership registration, contact QuestCDN at (952) 233-1632 or [info@questcdn.com](mailto:info@questcdn.com) . Paper copies of the Bidding Documents may be obtained from Interstate Engineering located at 1903 12th Avenue SW, Jamestown, ND, for a fee of \$150.00 per set. The bidding and contract documents may also be examined at the same location. Any technical questions may be directed to Benjamin Aaseth , PE at (701) 269-3962.

The project will consist of :

- Rotating Beacon with Tilt Down Pole

Each bid will be submitted on the basis of a cash payment for work. It will be enclosed in a sealed envelope addressed to the above-mentioned Airport Authority and shall be designated that the bid is for "Rotating Beacon with Tilt Down Pole". The bid shall be accompanied by a Bidder's Bond in a separate envelope in the amount of five percent (5%) of the full amount of the bid, executed by the Bidder as Principal and by a Surety Company authorized to do business in North Dakota. If the Principal's bid is accepted by the OWNER and the contract awarded, the principal, within ten (10) days after the Notice of Award, will be required to execute and effect a contract in accordance with the terms of the principal's bid and any requirements and conditions of the OWNER.

A Contractor's Bond, as required by Section 48-01.2-10 of the North Dakota Century Code, shall be included with the executed Contract Documents.

The Bid Security shall be as required in Section 48-01.2-05 of the North Dakota Century Code.

All bidders must be licensed for the highest amount of their bids, as required by Section 43-07-07 of the North Dakota Century Code and a copy of the license or certificate of renewal thereof issued shall be **enclosed** in the required bid bond envelope.

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PUBLIC NOTICE

No bid will be read or considered which does not fully comply with the above provisions as to Bond and Licenses, and any deficient bid submitted will be resealed and returned to the Bidder immediately.

The Oakes Municipal Airport Authority retains the right to reject any or all of the bids submitted and to waive any informality in any bid and to hold all bids for a period not to exceed thirty (30) days and to hold the three low bids and bid securities for a period not to exceed sixty (60) days from the date of bid opening.

The successful bidder will be required to comply with all applicable Federal Labor Laws, including minimum wage rate decisions of the United States Department of Labor, which are contained in the advertised specifications.

Bidders and sub-bidders are required to comply with Title 29, Code of Federal Regulations (1518, 36 F.R. 7340) promulgated by the United States Secretary of Labor, in accordance with Section 107 of the contract work hours and safety standards act, (82 Stat. 96) not requiring any laborer or mechanic to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to their health and safety.

Federal Contract Provisions apply to this bid proposal and contract. The Federal Contract Provisions are included in Section 300 Government Requirements and include but are not limited to the following:

- Affirmative Action Requirement – 41 CFR Part 60-4; Executive Order 11246
- Buy American Preference – 49 USC § 50101; Executive Order 14005; Bipartisan Infrastructure Law (Pub. L. No. 117-58); Build America, Buy America (BABA).
- Civil Rights – Title VI Assurance – 49 USC § 47123; FAA Order 1400.1; 4. Davis-Bacon Requirements – 2 CFR Part 200, Appendix II(D); 29 CFR Part 5; 49 USC § 47112(b); 40 USC §§ 3141-3144, 3146, and 3147.
- Debarment and Suspension – 2 CFR Part 180 (Subpart B); 2 CFR Part 200, Appendix II(H); 2 CFR Part 1200; DOT Order 4200.5; Executive Orders 12549 and 12689.
- Disadvantaged Business Enterprise – 49 CFR Part 26.
- Federal Fair Labor Standards Act (Federal Minimum Wage) – 29 USC § 201, et seq; 2 CFR §200.430.
- Trade Restriction Certification – 49 USC § 50104; 49 CFR Part 30.
- Lobbying and Influencing Federal Employees – 31 USC § 1352 Byrd Anti-Lobbying Amendment; 2 CFR Part 200, Appendix II(I); 49 CFR Part 20, Appendix A.
- Procurement of Recovered Materials – 2 CFR § 200.323; 2 CFR Part 200 Appendix II(J); 40 CFR Part 247; 42 USC § 6901, et seq (Resource Conservation and Recovery Act (RCRA)).

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: 0.7%  
Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is North Dakota, Dickey County, Oakes.

Civil Rights Title VI Solicitation Notice:

The Oakes Municipal Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, businesses, or disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Federal Fair Labor Standards Act (Federal Minimum Wage):

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

Trade Restriction Certification:

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or

2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or

3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

Contractor will be required to submit a certification of non-segregated facilities from all subcontractors for subcontracts exceeding \$10,000.00.

The bidder shall submit Disadvantaged Business Enterprise information to the Owner. Contract award is contingent upon compliance with the DBE requirements. The goal for Disadvantaged Business Enterprise participation is 3.47%. Race Conscious, of the contract cost.

The work on the improvements is to commence upon a date to be specified by the Airport Authority, notice of which will be given to the successful bidder ten (10) days in advance of the start of construction. The Contractor will be required to complete the project within 6 working days.

By order the Oakes Municipal Airport Authority,

Gary Schnell - Chairman  
Dated this 27th day of March, 2025.  
(Apr. 3 & 10 & 17, 2025)