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# DON HEDQUIST

7035 DONLEA LANE  
EDEN PRAIRIE, MN 55346

OFFICE: 952-941-2773  
FAX: 952-944-7395

## CERTIFICATIONS

- Certified Minnesota Building Official, since 1973, Number 406
- Certified Hennepin County Community College Instructor, "Residential Construction and Design" 1979-2000
- Certified Minneapolis "Truth-In-Housing" Evaluator
- Certified Bloomington "Time of Sale Evaluator"
- Certified Asbestos Project Designer
- Certified Asbestos Contractor Supervisor
- Certified Asbestos Management Planner
- Certified Asbestos Building Inspector
- ASTM Environmental Site Assessment for Commercial Real Estate
- Real Estate Assessment and Appraisal Certificate, University of Minnesota

## WORK EXPERIENCE

### PRIVATE BUILDING INSPECTOR AND PROJECT MANAGER

1975 to Present

Self-employed inspector for hire for private, public, commercial and educational buildings; the inspection includes an evaluation of the roofing, foundation, ventilation, insulation, structural, mechanical, and electrical systems. The inspections are based on the requirements of the building codes, safety codes and occupants needs. To stay abreast of the code changes, 40 to 60 hours of code update classes per year.

Phase I Environmental inspections, which include asbestos hazards. The inspections are Followed-up with a written report. The written report will have recommended corrective actions to improve the building's functional use and extend the building's life.

### ADDITIONAL WORK EXPERIENCE WHILE WORKING AS A PRIVATE BUILDING INSPECTOR AND PROJECT MANAGER

#### MANAGEMENT PLANNER-BUILDING INSPECTOR CONTRACTOR/SUPERVISOR

1983 - 1999

As a certified AHERA Management Planner and Site Supervisor, I am in charge of field inspectors (as the on-site Inspector) to ensure there in compliance with the Asbestos Hazardous Emergence Response Act (AHERA). The results have been the inspection of over 14.5 million square feet of Kindergarten through 12<sup>th</sup> grade building areas. I designed a computer program for the asbestos Management Plan, which allows the school districts to obtain their yearly asbestos removal/replacement budgets. This program is presently being used by the Minneapolis, St. Louis Park, Watertown-Mayer, Minnehaha Academy, and Bell Plaine School Districts.

#### PROJECT DESIGNER

1983 - 1999

I have been the Project Designer for asbestos abatement, air monitoring, and the rebuilding projects within a number of Minnesota Schools. As a Project Designer, my responsibilities included the estimating of labor and material costs, overseeing the projects in progress to determine whether work is completed correctly, on time and within cost estimates. All work is done in compliance with the Minnesota Building, Electrical, and Mechanical Codes, Environmental Protection Agency (EPA), Occupational Safety and Health Agency (OSHA), Minnesota Department of Health. These agencies require the designer (myself) to be up-to-date on all changes in the agencies' rules and regulations, this requires 24 hours of asbestos update classes per year.

#### MINNESOTA STATE CONTRACT INSPECTION SERVICES

1991

In 1991 I was approved by the Department of Administration to provide contract inspections within 8 categories; as listed in the "Request for Proposals-Contract Inspection Services". The contracts were only assigned to Inspectors who were living in or agreed to move to an area of the State where local the government agencies did not employ Inspectors. A copy of the "Request for Proposals-Contract Inspection Services is enclosed.

# DON HEDQUIST

## CONSTRUCTION COMPANY OFFICER/OWNER

1982 - 1983

I was part owner of HOBCO, Inc., a remodeling construction company. As an officer of the corporation, I managed bidding and scheduling for the projects. In the two years that I was associated with this corporation, we did approximately \$1,600,000.00 in repair work. I sold my interest in the corporation in 1984.

## CITY OF MINNEAPOLIS, SUPERVISOR OF ADMINISTRATIVE SERVICES

1968 - 1975

As Supervisor of Administrative Services, I worked as Office Manager for the Department of Inspections. Part of my duties included budget, computerizing the permit system and review of the proposed ordinances pertaining to building safety requirements relating to the buildings and their occupants.

## CITY OF MINNEAPOLIS, BUILDING INSPECTOR

Duties included the inspection of all-new construction and remodeling in all areas of Southeast Minneapolis, parts of South Minneapolis, and the Cedar Riverside area. I enforced the building codes, safety codes, and zoning ordinances to ensure safe building practices were adhered to. A copy of the "Varied duties performed by a Minneapolis Building Inspector" is enclosed.

## CARPENTER-FOREMAN

1958 - 1968

As a carpenter-foreman, the number of people working for me would range from one to twenty. I was responsible for the layout of the projects and the delegation of work to the personnel working for me. I also coordinated the work with the other trade workers on the job site.

## EXPERT WITNESS EXPERIENCE

Cases worked on in court at:

- Hennepin County
- Ramsey County
- Dakota County
- Washington County

Services for the following law firms

- Mansfield, Tanick & Cohen P.A.
- Craig Greenberg
- Ortman & Associates
- Rider Bennett, Egan & Arundel LLP
- Larson, King LLP
- Larry Marofsky
- Hugh Jaeger
- Crosby, Grimshaw LTD
- Genereux, Mark & Douglas Fink

## EDUCATION

- Inverhills Community College, Building Inspector Program
- Minneapolis Carpenter Apprenticeship Program, 1959-1961
- Dunwoody Industrial Institute, Architectural Drafting and Estimating 1957-58



Department of  
Administration



October 31, 1991

408 Metro Square  
7th and Robert Sts.  
Saint Paul, Minnesota 55101  
Phone: (612) 296-4639  
FAX: (612) 297-1973

TO: APPROVED CONTRACT INSPECTION APPLICANTS

FROM: THOMAS R. JOACHIM, ACTING STATE BUILDING INSPECTOR TRJ

RE: START-UP OF CONTRACT INSPECTION SERVICES

Enclosed is your M-Contract with the Department of Administration, Building Codes and Standards Division. We anticipate the program of Contract Inspections to begin in early 1992.

Please read through the contract. On the first page fill in your name or firm name (whichever is applicable), address, and either social security number or Minnesota tax identification number in the space provided in the second paragraph that starts "THIS CONTRACT, which shall...". Sign the contract on page five in the "Contractor" signature space. If a firm, this signature must be by an officer or someone authorized to sign contracts on behalf of the firm. Note the requirement on the form if this is a corporation. Two sets of contract forms have been included. Keep one set for your files and return a signed set to this Division. We will then obtain the other necessary signatures. You will then receive a copy of the finalized contract. **Please return the contract to this Division by November 15, 1991.**

Further information on how the program will work, forms, report requirements, invoicing procedures, etc. are still being finalized. You will receive further information when it is available. We ask that any inquiries on this information be made after you receive that information.

If you have any questions regarding the contract itself, please call our office and speak either with Margaret White, 296-4626 or Karmel Kluender, 296-4628.

We are looking forward to working with you on this new program.

TJ/kk

Enclosures

STATE OF MINNESOTA

Department of  
Administration

March 4, 1992

408 Metro Square  
7th and Robert Sts.  
Saint Paul, Minnesota 55101  
Phone: (612) 296-4639  
FAX: (612) 297-1973

**TO: CONTRACT INSPECTORS**

**FROM: THOMAS R. JOACHIM**  
**ACTING STATE BUILDING INSPECTOR** TRJ

**RE: CONTRACT INSPECTION SERVICES**

Enclosed is your copy of the signed contract to provide inspection services on behalf of the Building Codes and Standards Division. Inspections for projects under the jurisdiction of this Division will be starting shortly.

All Contract Inspectors will be receiving an informational packet in the next few weeks. Contained in this packet will be examples of forms you will use if/when you are selected for inspection services. Work orders will be issued on a project by project basis. No work can begin until a work order has been issued and signed by all parties. You will be called first to check on your availability for a specific project.

If you have any further questions, please contact Peggi White at 612/296-4626.

Thank you for your interest in this program.

TRJ/kk

STATE OF MINNESOTA  
**CONTRACTUAL (non-state employee) SERVICES**

M-4984

Trn. No.	FY	Account ID	Dept/Div	Seq. No.	Suffix	Object	Vendor No.	Type
Amount		Pur. Terms	Asset No.	C.CD.1	C.CD.2	C.CD.3	Cost Code 4	Cost Code 5
Type of Transaction			A40	A41	Date	Number	Entered By	
			A44	A45	A46	Date	Number	Entered By

**NOTICE TO CONTRACTOR:** You are required by Minnesota Statutes (1986), Section 270.66 to provide your social security number or Minnesota tax identification number if you do business with the State of Minnesota. This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require you to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided. These numbers will be available to federal and state tax authorities and state personnel involved in the payment of state obligations.

THIS CONTRACT, which shall be interpreted pursuant to the laws of the State of Minnesota, between the State of Minnesota, acting through its Department of Administration, Building Code and Standards Division

(hereinafter STATE) and Don Hedquist & Assoc  
 address 6449 Lyndale Ave So  
Richfield, MN 55423

Soc. Sec. or MN Tax I.D. No. 3-2538 Federal Employer I.D. No. (if applicable)  
 (hereinafter CONTRACTOR), witnesseth that:

WHEREAS, the STATE, pursuant to Minnesota Statutes 16B.61 Subd 1A & 16B.62, Section(s)          is empowered to inspect public and state owned buildings for conformance to the State Building Code, and

WHEREAS, the execution of this contract is necessary for the inspection and completion of public and state owned buildings, and

WHEREAS, CONTRACTOR represents that it is duly qualified and willing to perform the services set forth herein,

NOW, THEREFORE, it is agreed:

1. **CONTRACTOR'S DUTIES** CONTRACTOR, who is not a state employee, shall: Provide, in conjunction with the Department of Administration, Building Code and Standards Division, inspection services for compliance to construction documents and construction authorizations based on the State Building Code.

Contractor shall not proceed with any work prior to the receipt of a written work order authorization to do so.

No encumbrances against this contract shall total more than \$500,000 either individually or collectively.

Services to be performed by Don Hedquist.

II. CONSIDERATION AND TERMS OF PAYMENT.

A. Consideration for all services performed and goods or materials supplied by CONTRACTOR pursuant to this contract shall be paid by the STATE as follows:

1. Compensation at a rate of \$45.00 per hour based on written work order authorizing the number of hours for which contractor will be paid.
2. Reimbursement for travel and subsistence expenses actually and necessarily incurred by CONTRACTOR performance of this contract in an amount not to exceed Zero----- dollars (\$ 00.00 ); provided, that CONTRACTOR shall be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Employee Relations. CONTRACTOR shall not be reimbursed for travel and subsistence expenses incurred outside the State of Minnesota unless it has received prior written approval for such out of state travel from the STATE.

The total obligation of the STATE for all compensation and reimbursements to CONTRACTOR shall not exceed \$45.00/hour per work order assigned hours dollars (\$ 45.00/hour per work order).

B. Terms of Payment

1. Payments shall be made by the STATE promptly after CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by the STATE's authorized agent pursuant to Clause VI. Invoices shall be submitted in a form prescribed by the STATE and according to the following schedule:

Upon completion of all specific assignments in written work order.

2. (When applicable) Payments are to be made from federal funds obtained by the STATE through Title N/A of the \_\_\_\_\_ Act of \_\_\_\_\_ (Public law \_\_\_\_\_ and amendments thereto). If at any time such funds become unavailable, this contract shall be terminated immediately upon written notice of such fact by the State to CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

III. CONDITIONS OF PAYMENT. All services provided by CONTRACTOR pursuant to this contract shall be performed to the satisfaction of the STATE, as determined in the sole discretion of its authorized agent, and in accord with all applicable federal, state and local laws, ordinances, rules and regulations. CONTRACTOR shall not receive payment for work found by the STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

IV. TERM OF CONTRACT. This contract shall be effective on December 1, 19 91, or upon such date as it is executed as to encumbrance by the Commissioner of Finance, whichever occurs later, and shall remain in effect until June 30, 19 93, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

V. CANCELLATION. This contract may be canceled by the STATE or CONTRACTOR at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

VI. STATE'S AUTHORIZED AGENT. The STATE'S authorized agent for the purposes of administration of this contract is Thomas R. Joachim, Acting State Building Inspector. Such agent shall have final authority for acceptance of CONTRACTOR'S services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause II, paragraph B.

VII. ASSIGNMENT. CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of the STATE.

VIII. AMENDMENTS. Any amendments to this contract shall be in writing, and shall be executed by the same parties who executed the original contract, or their successors in office.

IX. LIABILITY. CONTRACTOR agrees to indemnify and save and hold the STATE, its agents and employees harmless from any and all claims or causes of action arising from the performance of this contract by CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies CONTRACTOR may have for the STATE'S failure to fulfill its obligations pursuant to this contract.

X. STATE AUDITS. The books, records, documents and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by the contracting department and the legislative auditor.

XI. OWNERSHIP OF DOCUMENTS. Any reports, studies, photographs, negatives, or other documents prepared by CONTRACTOR in the performance of its obligations under this contract shall be the exclusive property of the STATE and all such materials shall be remitted to the STATE by CONTRACTOR upon completion, termination or cancellation of this contract. CONTRACTOR shall not use, willingly allow or cause to have such materials used for any purpose other than performance of CONTRACTOR'S obligations under this contract without the prior written consent of the STATE.

XII. AFFIRMATIVE ACTION. (When applicable) CONTRACTOR certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes (1986), Section 363.073.

XIII. WORKER'S COMPENSATION. In accordance with the provisions of Minnesota Statutes (1986), Section 176.182, the STATE affirms that CONTRACTOR has provide acceptable evidence of compliance with the worker's compensation insurance coverage requirement of Minnesota Statutes (1986), Section 176.181, Subdivision 2.

XIV. ANTITRUST. CONTRACTOR hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

XV. DATA PRIVACY. It is expressly agreed that the CONTRACTOR is not a member of or included within the State system for purposes of the Minnesota Government Data Practices Act as a result of this contract. If the CONTRACTOR is independently required to comply with any requirements of the Minnesota Government Data Practices Act, the CONTRACTOR acknowledges that the STATE shall not be liable for any violation of any provision of the Minnesota Government Data Practices Act indirectly or directly arising out of, resulting from, or in any manner attributable to actions of the CONTRACTOR. The CONTRACTOR agrees to indemnify and save and hold the State, its agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provision of this agreement.

*By the contractor*

~~The CONTRACTOR agrees to indemnify and save and hold the STATE, its agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provision of this contract.~~

XVI. NON-DISCRIMINATION. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The CONTRACTOR agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

In the event of the CONTRACTOR'S noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes, Section 363.073 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notice shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

The CONTRACTOR shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Minnesota Statutes, Section 363.073 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

XVII. OTHER PROVISIONS.

None.



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

APPROVED:

1. CONTRACTOR

(If a corporation, two corporate officers must execute.)

By	<i>[Signature]</i>
Title	<i>Owner</i>
Date	<i>11/18/91</i>

By	
Title	
Date	

2. STATE AGENCY OR DEPARTMENT:

By (authorized signature)	<i>[Signature]</i>
Title	<i>Assistant Commissioner</i>
Date	<i>12/6/91</i>

3. ATTORNEY GENERAL:

By	<i>Patricia Helle</i>
Date	<i>12-8-91</i>

4. COMMISSIONER OF ADMINISTRATION:

By (authorized signature)	<i>[Signature]</i>
Date	<i>JAN 27 1992</i>

*Original signed*  
**By Gerald T. Joyce**

5. COMMISSIONER OF FINANCE:

By (Encumbrance Center authorized signature)	<i>[Signature]</i>
Date	<i>FEB 14 1992</i>

*Original Signed By*  
Gloria A. Alt

City of



Minneapolis

DEPARTMENT OF INSPECTIONS  
DONALD A. ERICKSON, DIRECTOR  
220 GRAIN EXCHANGE 348-2642  
MINNEAPOLIS, MINNESOTA 55415

VARIED DUTIES PERFORMED BY A MINNEAPOLIS BUILDING INSPECTOR

I. Building Code.

1. Inspect all new buildings during construction.
2. Inspect all additions to buildings.
3. Inspect all repairs and alterations made to buildings.
4. Consult with owners, builders, attorneys, architects, etc., regarding proposed construction or alteration problems; Consult with this same group of people regarding repairs and restoration of buildings.
5. Investigate reported Building Code violations.
6. Investigate "No permit" violations.
7. Issue orders on alleged violations.
8. Prosecute for alleged violations.

II. Zoning Ordinance.

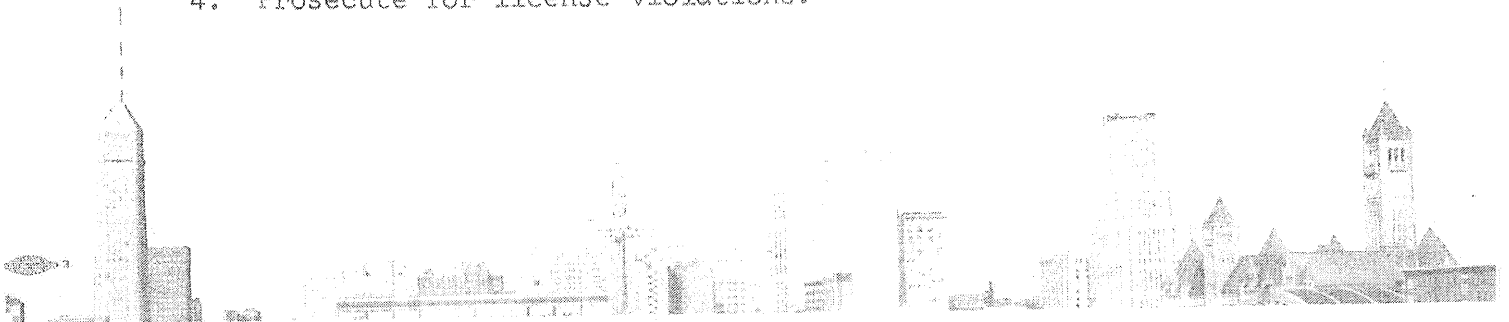
1. Consult with owners, builders, etc., regarding off-street parking, required yard spaces, proposed additions, change of occupancy, etc.
2. Investigate complaints of violations.
3. Issue orders on alleged violations.
4. Prosecute for alleged violations.

III. Housing Code.

1. Investigate complaints.
2. Issue violation notices.
3. Prosecute for alleged violations.

IV. Cement Contractor's Licensing.

1. Chief Building Inspector interviews applicants and makes recommendations to City Council License Committee.
2. Inspect for proper display of licensee's Job Site Notices.
3. Investigate complaints arising out of a licensee's failure to pay for labor and material, use of inferior materials, incompetent work and to secure full and proper performance of all contracts.
4. Prosecute for license violations.



V. House Moving Ordinance.

1. Inspect buildings to determine suitability for moving.
2. Inspect for proper display of license information.
3. Inspect for compliance with house moving ordinance.
4. Inspect for required permit and routing.
5. Prosecute for alleged license, permit and moving ordinance violations.

VI. Wrecking Ordinance.

1. Inspect for required license and permits.
2. Inspect for compliance with wrecking procedures as outlined in the ordinance.
3. Prosecute for alleged license, permit and wrecking ordinance violations.

VII. Special Council Permits.

1. Inspect for compliance of terms and conditions of Special Council Permits.
2. Prepare reports of violations.

VIII. Drywall Contractor's Licensing.

1. Chief Building Inspector is chairman of the Board of Examiners for Drywall Contractor's Licensing.
2. Chief Building Inspector accepts applications, makes arrangements for license examination and conducts examination.
3. Inspect for display of licensee's Job Site Notices (display of license).
4. Prosecute for license violations.

IX. Miscellaneous Ordinances regulating use of lands and buildings.

Examples:

- (a) 221.010 "Operations of Second Hand and Junked Car Lots."
- (b) 782.030 "Allow Offensive or Unhealthy Substances to Accumulate."

1. Investigate complaints.
2. Serve notices of violation.
3. Prosecute for violation.

X. Miscellaneous Ordinances relative to streets.

Examples:

- (a) 583.120 "Goods Illegally Placed on Sidewalk."
- (b) 583.190 "Throwing Snow in Streets."

1. Investigate complaints.
2. Serve notices of violation.
3. Prosecute for violation.

XI. Certificate of Code Compliance.

1. Make inspection of buildings upon request by owner.
2. Prepare report of results of inspection.
3. Serve violation notices, if warranted.
4. Reinspection and prosecution when necessary.