

Dawson-Boyd School Board
Monday, February 12, 2024 Regular Meeting Time - 6:00 p.m.

Upstairs High School Commons Area

Monthly Board Meeting

Google Meet joining info:

February School Board Meeting
Monday, February 12 · 6:00 - 9:00pm
Time zone: America/Chicago

Google Meet joining info

Video call link: <https://meet.google.com/khn-vvkc-dgn>
Or dial: ?(US) +1 413-679-2428? PIN: ?650 927 918?#

Meeting Agenda

1. Call to order - 6:00 p.m.

Lynn will help Brett review financials

Pledge of Allegiance

2. Adopt/Amend Agenda

3. Public Comments

-Sharon Olson

4. Consent Agenda: THE FOLLOWING ITEMS ARE SUBMITTED FOR CONSENT APPROVAL

- a. Approval of Meeting Minutes
- b. Approval of Financial Report and Monthly Claims and Accounts
- c. Approval of Staffing Matters/Personnel

5. Communications: THE FOLLOWING ITEMS ARE SUBMITTED FOR CONSIDERATION

6. Information Items:

-Food Service Vendor Change

-Southwest Initiative Foundation Grant for Music Department Updates

-ICS Bid Award

- a. **Board Member Reports**
- b. **Teacher Reports**
- c. **AD/Community Ed/Transportation Reports**
- d. **School Nurse Reports**
- e. **Principal Reports**
- f. **Technology Director Reports**
- g. **Business Manager Reports**

- h. **Superintendent Report**
 - i. **Early Childhood Coordinator Report**
 - j. **School Board Recognition Month**
7. Discussion/Approval Items:
- a. **Lane Changes**
 Chris Lehne - MA --> MA10
 Danielle Wager - BA --> BA40
 Elissa Christensen - BA15 --> MA
 Allysa Hurley - MA10 --> MA20
 Chelsea Ludvigson - BA20 Step 7 --> 7MA10
 - b. Action Items:
 Resolution - Approval of Resolution Directing the Administration to Make Recommendations for Reduction in Programs and Positions and Reasons Therefor
 - 1. Action -
Approve T. Bachmeier to be added as a signatory at the bank for payroll accounts.
 - 2. Action Item - TEACH Grant for Maddie Stevens
 - 3. Action Item - Pool
 - 4. Action Item - 2024-2025 Academic Calendar
 - 5. Action - SWWC Service Agreement
 - 6. **Approval of School Fundraisers**
 - **Spanish Club - February 13, 2024 - 50/50 and half court shot contest at BBB**
 - **Spanish Club - February 20, 2024 - 50/50 and half court shot contest at GBB**
 - **Spanish Club - February 21, 2024 - Walking Tacos @ dodgeball tournament**
 - **Robotics - March 15, 2024 - Open House**
 - **Spanish Club - March 16, 2024 - Super Smash Brothers Tournament**
 - 7. Policies
 - 714 | Fund Balances
 - c. ICS Bid Award
8. **Resolution-District Donations**

9. 1/10/2024	10. Backpacks for Kids	11. Jerry & Renae Durfee	12. \$200
13. 1/17/2024	14. General Fund	15. FM Bank - Mascot Debit Card	16. \$1,200
17. 2/6/2024	18. AR Funds - Elementary	19. Katie Palmreuter	20. \$202
21. 2/6/2024	22. Backpacks for Kids	23. First Presbyterian Church	24. \$350

25.	26.	27. TOTAL	28. \$1952
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29. Adjournment

Dawson-Boyd Independent School District No. 378
Regular January Board Meeting
January 11, 2024

The regular January meeting of the Board of Education was held on January 11, 2024, in the Dawson-Boyd upstairs common area. Members present were Marotzke, Schindler, Jurgenson, Kelly, Buer, Perkins, and Lund as well as the administrative staff. Chair Lund called the meeting to order at 5:00 pm. Marotzke nominated Kelly to be the board chair. The motion carried. Perkins nominated Lund to be the vice chair. The motion carried. Schindler nominated Marotzke to be the board clerk. The motion carried. Marotzke nominated Buer to be treasurer. The motion carried. The meeting agenda was approved as amended (Schindler and Perkins). The meeting time will be 6:00 pm on the following dates: January 8, 2024, February 12, 2024, March 11, 2024, April 8, 2024, May 13, 2024, June 10, 2024, July 8, 2024, August 12, 2024, September 9, 2024, October 15, 2024 (Tuesday due to Indigenous Peoples' Day), November 11, 2024, December 9, 2024, and January 13, 2025 (Buer and Marotzke). School board pay was established at \$50 per meeting and officer salaries were set for chair at \$225, clerk at \$275, and treasurer at \$175 (Buer and Jurgenson). The Dawson Sentinel was designated as the official newspaper, Greater Community Credit Union and Minnwest Bank were designated as the official financial institutions, and Swenson/Nelson/Stulz and Pemberton Law were designated as the school attorneys (Schindler and Perkins). The board chair, Superintendent Ward, and Business Manager Stratmoen were designated with authority to contact regarding school business (Marotzke and Perkins). Dana F. Cole was designated as the auditor (Buer and Schindler). Signatories are the board chair, board clerk, Ward, and Stratmoen (Marotzke and Perkins). The following committee appointments were made: Policy Committee- Kelly, Perkins and Buer, Personnel Committee- Marotzke, Lund and Jurgenson, Finance and Facilities- Buer, Jurgenson and Lund, Committee to Negotiate with Certified Employees- Marotzke, Lund and Jurgenson, Committee for Discussion with Classified Employees- Kelly, Schindler, Perkins, Staff Development Representative- Perkins, Health and Safety Representative- Marotzke, Cooperative Sponsorship Representatives- Jurgenson and Schindler, Curriculum & Achievement Representative- Kelly, MSHSL Representative- Jurgenson, Community Education Advisory Representative- Schindler, Meet and Confer- Kelly, MRVED Representative- Buer (Marotzke and Jurgenson). There were no public comments. The meeting agenda was approved as amended (Schindler and Buer).

Regular claims and accounts totaling \$1,490,577.21, \$2,855.68 for student activities, and \$32,036.89 for the building project were approved as presented (Buer and Marotzke). The board reviewed electronic transfers and state tax payments made in December. The minutes of the December 11, 2023, regular meeting and the December 15, 2023, special meeting were approved as presented in the consent agenda (Perkins and Schindler). Fundraiser approval was given to the Dawson-Boyd Football program to sell discount cards from 8/15-9/15/2024, FFA for the halftime shoot at basketball games for the food shelf on 12/18/23, 12/21/23, 1/2/24, and 2/13/24, FCCLA for Valentines Crush soda, treat bags and carnations from the end of January - February 14, 2024 and to Afterglow to sell sandwiches on 2/3/2024 (Buer and Perkins).

RESOLUTION #R1-74 NOW THEREFORE BE IT RESOLVED BY THE DAWSON-BOYD SCHOOL DISTRICT OF DAWSON, MINNESOTA, that the gift of \$350.00 in memory of Mitch Twite, be accepted by the district. BE IT FURTHER RESOLVED, that the gift will be used by the Dawson-Boyd music department. Members voting in favor of the resolution were Marotzke, Schindler, Jurgenson, Kelly, Buer, Perkins, and Lund. There were no dissenting or abstaining votes. RESOLUTION #R1-74A NOW THEREFORE BE IT RESOLVED BY THE DAWSON-BOYD SCHOOL DISTRICT OF DAWSON, MINNESOTA, that the gift of \$350.00, in memory of Mitch Twite, be accepted by the district. BE IT FURTHER RESOLVED, that the gift will be used for the Dawson-Boyd musical. Members voting in favor of the resolution were Marotzke, Schindler, Jurgenson, Kelly, Buer, Perkins, and Lund. There were no dissenting or abstaining votes. RESOLUTION #R1-74B NOW THEREFORE BE IT RESOLVED BY THE DAWSON-BOYD SCHOOL DISTRICT OF DAWSON, MINNESOTA, that the gift of \$1,000.00, from Barbara Torstenson, be accepted by the district. BE IT FURTHER RESOLVED, that the gift will be used by the Dawson-Boyd music department. Members voting in favor of the resolution were Marotzke, Schindler, Jurgenson, Kelly, Buer, Perkins, and Lund. There were no dissenting or abstaining votes. RESOLUTION #R1-74C NOW THEREFORE BE IT RESOLVED BY THE DAWSON-BOYD SCHOOL DISTRICT OF DAWSON, MINNESOTA, that the gift of \$7,223.00, the Dawson Fire Department, be accepted by the district. BE IT FURTHER RESOLVED, that the gift will be used by the following staff/departments: \$300 to Theresa Vogel for the elementary library, \$250 to Sadie Solem for the 11/12 grade English department, \$250 to Steph Kelly her preschool classroom, \$250 to Ronda Krosch for her SpEd classroom, \$250 to Kallie Blascyk for her SpEd classroom, \$500 to Chris Lehne for the band department, \$400 to Amber Anderson for her preschool classroom, \$250 to Kelly Tufto for the $\frac{7}{8}$ grade English department, \$250 to Alyssa Croatt for her SpEd classroom, \$400 to Karen Anderson for her finance class, \$400 to Chelsea Ludvigson for her class' Prairie Winds trip, \$400 to Karen Anderson's child development class, \$400 to Amy Hiedeman for the AR program, \$400 to Darla Swedzinski for Project Respect, \$161.50 to Jen Mork for kindergarten curriculum, \$161.50 to Christina Wolner for kindergarten curriculum, \$500 to Kevin Norman for materials for student projects, \$400 to Carrie Kleven for a rocker and cabinets in the junior jacks area, \$400 to Carrie Kleven for storage bins and cabinets in the daycare, \$250 to nichole Andrews for her SpEd classroom, \$250 to Nichole Swenson for her SpEd classroom, \$200 to Kassi Albertson for preschool materials, and \$200 to Kassi Albertson for furniture for her preschool classroom. (Kelly and Schindler). Members voting in favor of the resolution were Marotzke, Schindler, Jurgenson, Kelly, Buer, Perkins, and Lund. There were no dissenting or abstaining votes.

In staffing matters, the Board approved the resignation of Lauren Larson in the daycare, effective December 11, 2023; the resignation of Erika Ramirez in the daycare, effective December 19, 2023; the resignation of Kimberly Ramirez in the daycare, effective December 19, 2023, the resignation of Klarysa Ramirez in the daycare, effective December 19, 2023, and the administrative leave without pay from bus driving for Todd Henneberg, effective December 18, 2023 (Perkins and Marotzke).

In the Communications section of the agenda, Chris Ziemer, with ICS presented the bids on the roofing and IAQ projects. The parking lot project will go to bid on January 30, 2024. Ziemer

stated that they have two of the three funding sources secured for the parking lot project. The roofing bids closed on December 21, 2023. We received six bids for the roofing project. The recommended bid goes to Jackson Associates for \$899,000. The recommended bid for the IAQ project goes to Lake Country for the mechanical portion, Willmar Electric for the electrical portion, and Kranz Construction for the general contracting. The bid came in at \$1,719,000. Chris stated that this is over the budget but that we will work on a schedule for the heat pumps to be replaced to bring this back within the budget. The heat pumps will be replaced in the future within the LTFM timeline and budgets. Ward asked Ziemer to speak about the pool. Ziemer stated that the pool unit was identified with the IAQ project. It would cost \$750,000 which is twice the anticipated cost of the project. The reason is structure issues. The air handling unit's physical size and weight are the issues. Ziemer also stated that the chemical room will need to be updated in the future and it will cost approximately \$500,000. Everything in the chemical room is original from 1975. There is not adequate flow and he anticipates the systems having challenges in the future. The board voted to accept the bids on the roofing project and the IAQ project (Jurgenson and Marotzke). Amy Bjornjeld from Dana F. Cole was here to discuss our FY2023 audit. Overall our funds are down from previous years. We had one non-compliance issue regarding not having enough collateral on our account at Greater Community Credit Union. We would need approximately \$150,000 in collateral. Amy's suggestion was a CD for \$200,000-\$300,000 for collateral or a sweep account. Stratmoen and Ward will meet with the bank shortly to discuss the issue. The FY2023 audit was accepted (Perkins and Marotzke).

In the Information section, Buer stated the MELT is coming up on Monday at Lac Qui Parle Valley High School. Board members are invited to attend. Karen Jacobson is retiring from MRVED and the board is in the process of hiring her replacement. Buer also stated that the Robotics team will kick off their season on Saturday. Lund reported on the December 11, 2023, closed meeting for the evaluation of Superintendent Ward. Kelly stated that the evaluation was based on the structure agreed upon this summer during the school board workshop. The evaluation was structured and surveyed and not based on opinion. Kelly thanked Ward for staying on top of policies and keeping the board and community informed. Marotzke talked about the blanket fundraiser for youth football, stating that if there are leftover blankets after deliveries, they will sell them at home basketball games. Allysa Hurley, elementary music and orchestra teacher gave a teacher report. She discussed the success of the elementary Christmas programs. Hurley stated that twenty-third graders started orchestra this week. Concerts are coming up in March and also solo and ensemble contests. DBAA has a full calendar coming up. Kat Kid Comic Kid was a huge success. Enso Daiko did a workshop with high school kids. Many resident artists are coming in the spring to work with Dawson-Boyd students. Principal Stotesbery was unable to attend in person so he shared a written report with the board. Principal Hiedeman updated on the spelling bee. Ava Bothun will represent our school at the regional spelling bee. Special thank you to LuAnn Fondell for helping with the spelling bee. Hiedeman also thanked the music department and staff for a wonderful holiday music program. Read Act implementation is going well. Curriculum materials from the state were released yesterday. Hiedeman will attend a training next week related to the Read Act. Hiedeman said that she is looking forward to MELT on Monday, the last day of the second quarter next week, and the in-service work day on 1/19/24. Superintendent Ward said that the

decision to go into lockdown today during the school day was not an easy decision and that the team worked with law enforcement to make the decision. Early in the morning, there wasn't much of a risk for our school, but later there was a change in information. Ward thanked law enforcement for helping make the difficult decision and stated that the administration communicated what they could when possible. Weather announcements are also a team decision including gathering information from the National Weather Service, our transportation director, and other area superintendents. Ward stated that she had Mrs. Clause visit last month from the North Pole and that they had a lot of fun together. Stacy Stratmoen and Tara Bachmeier are working on the transition to switch from Skyward to Smart Finance, which will take place this summer. We successfully rolled out the ESST program with the new year. Ward is working on administration team evaluations. The district is planning a Hispanic and Latino family night this month. Our HR staff has been working on MARSS reporting and CRDC reporting. Superintendent Ward discussed the Read Act and how it will impact our budget. The act provides funding for training but not for the time to do the training. Ward anticipates that it will cost our district approximately \$123,000 to implement. Ward stated that there is still a lot of research to do and discussions to have regarding this. Ward thanked the board members involved with the First Children's Finance meetings. Ward said that our district has joined the SWSC for a teacher pipeline grant totaling \$3,000,000. She is excited to learn more about this and how it will help teachers get licensed in special education. Ward has driven a bus route, completed MSBA Phase I and II trainings, has been working to come up with CTE opportunities, and working on bids, approvals, and warranty work. Superintendent Ward congratulated both buildings on having attendance greater than 90%. She attributed this to great families, office staff, and students.

In action items, the board approved the second readings of Policy #413 Harassment and Violence; Policy #413 Form of Harassment and Violence; Policy #506 Discipline Complaint Form; #507 Corporal Punishment and Restraint; Policy #516 Student Medication. The board reaffirmed the December 15, 2023, special board meeting decision regarding allowing foreign travel for Elissa Ward's Spanish classes to Costa Rica (Marotzke/Schindler).

With no further business, Chairman Lund adjourned the regular meeting at 6:07 pm (Schindler/Marotzke).

FEBRUARY 2024 TRANSFERS FROM MSDLAF TO GREATER COMMUNITY CREDIT UNION

2/14/2024	\$200,000.00
2/28/2024	\$425,000.00

FEBRUARY 2024 TRANSFERS FROM INVESTMENTS (CONSTRUCTION) TO GREATER COMM CU

2/13/2024	\$ 53,497.50
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FEBRUARY 2024 MANUAL CHECKS

2/15/2024	71840	Vendor Void	\$ 0.00
2/15/2024	71841	Vendor Void	\$ 0.00
2/15/2024	71842	Aviben	\$ 5,776.21
2/15/2024	71843	DBEA	\$ 1,944.63
2/15/2024	71844	DB Flex Account	\$ 1,031.23
2/15/2024	71845	Vendor Void	\$ 0.00
2/15/2024	71846	Vendor Void	\$ 0.00
2/15/2024	71847	Void	\$ 0.00
2/15/2024	71848	Madison National Life	\$ 557.65
2/15/2024	71849	Void	\$ 0.00
2/15/2024	71850	Vendor Void	\$ 0.00
2/15/2024	71851	PERA	\$ 12,392.85
2/15/2024	71852	TRA	\$ 28,092.66
2/15/2024	71853	WEX	\$ 3,197.44
2/15/2024	71854	Buszkohl, Brett	\$ 140.00
2/15/2024	71855	Farmers Mutual Telephone Company	\$ 531.59
2/15/2024	71856	Fenske, Janet	\$ 42.00
2/15/2024	71857	Great Plains Natural Gas	\$ 5,187.75
2/15/2024	71858	Gritmacker, Hailey	\$ 200.00
2/15/2024	71859	Gundy's Custom Cabinets LLC	\$ 9,311.49
2/15/2024	71860	Hiedeman, Amy	\$ 236.05
2/15/2024	71861	Kenny's Custom Archery	\$ 756.00
2/15/2024	71862	Lehne, Christopher	\$ 61.93
2/15/2024	71863	MN IAA	\$ 395.00
2/15/2024	71864	MRVED	\$ 475.00
2/15/2024	71865	Olson-Nelson, Rhonda	\$ 319.34
2/15/2024	71866	Omland, Amber	\$ 20.05
2/15/2024	71867	Rademcher, Michael	\$ 140.00
2/15/2024	71868	Vendor Void	\$ 0.00
2/15/2024	71869	US Bank	\$ 16,687.93
2/15/2024	71870	Voorhees, Ritchie	\$ 140.00
2/20/2024	71871	Thompson, Jordan	\$ 140.00
2/29/2024	71872	Vendor Void	\$ 0.00
2/29/2024	71873	AFLAC	\$ 1,269.10
2/29/2024	71874	Vendor Void	\$ 0.00
2/29/2024	71875	Vendor Void	\$ 0.00
2/29/2024	71876	Aviben	\$ 5,776.21
2/29/2024	71877	DBEA	\$ 1,944.63
2/29/2024	71878	DB Flex Account	\$ 1,031.23

2/29/2024	71879	Vendor Void	\$	0.00
2/29/2024	71880	Vendor Void	\$	0.00
2/29/2024	71881	Void	\$	0.00
2/29/2024	71882	Madison National Life	\$	557.65
2/29/2024	71883	Void	\$	0.00
2/29/2024	71884	NCBERS Group Life Ins.	\$	16.00
2/29/2024	71885	Everly Life Insurance	\$	91.28
2/29/2024	71886	Vendor Void	\$	0.00
2/29/2024	71887	PERA	\$	13,009.26
2/29/2024	71888	TRA	\$	29,168.39
2/29/2024	71889	WEX	\$	3,197.44
2/27/2024	71890	Ireland, Hank (State Wrestling meal allow team)	\$	1,105.00
2/28/2024	71891	Camden Conference	\$	3,448.00
			\$	148,390.99

FEBRUARY 2024 FEDERAL & STATE TAX PAYMENT

FEDERAL	02/15/24	\$57,076.67	STATE	02/15/24	\$8,466.74
	02/29/24	\$56,220.19		02/29/24	\$8,877.83

Check Nbr	Vendor Name	Check Date	Check Amount
71892	A & B AUTO PARTS	03/08/2024	83.02
71893	AAFEDT, ANTHONY	03/08/2024	547.15
71894	AL'S MERCANTILE	03/08/2024	43.15
71895	AMERICAN WELDING & GAS INC	03/08/2024	191.93
71896	ANDERSON, KAREN	03/08/2024	94.05
71897	ARAMARK UNIFORM SERVICES	03/08/2024	188.60
71898	AVIBEN	03/08/2024	203.30
71899	BOTHUN, CHELSIE	03/08/2024	125.00
71900	BUELL, NANCY	03/08/2024	162.74
71901	CHRISTENSEN, ELISSA	03/08/2024	193.08
71902	CITY OF DAWSON	03/08/2024	4,390.15
71903	CULLIGAN WATER CONDITIONING	03/08/2024	1,206.50
71904	DAKOTA POTTERS SUPPLY LLC	03/08/2024	319.00
71905	DAKTRONICS, INC	03/08/2024	125.00
71906	DAVE'S PLUMBING, HEATING & A/C	03/08/2024	1,062.81
71907	DAWSON SENTINEL	03/08/2024	346.75
71908	ESTR PUBLICATIONS	03/08/2024	47.40
71909	GRUWELL ELECTRIC	03/08/2024	900.04
71910	Vendor Continued Check	03/08/2024	0.00
71911	HILLYARD/HUTCHINSON	03/08/2024	4,347.54
71912	HURLEY, BRANDON	03/08/2024	1,580.55
71913	HUTT'S TEXACO	03/08/2024	315.85
71914	Vendor Continued Check	03/08/2024	0.00
71915	Vendor Continued Check	03/08/2024	0.00
71916	IFD FOODSERVICE DISTRIBUTOR	03/08/2024	24,621.65

Check Nbr	Vendor Name	Check Date	Check Amount
71917	JIM'S CLOTHING	03/08/2024	846.70
71918	JOHNSON MEMORIAL HEALTH SVCS	03/08/2024	11,716.50
71919	KDMA RADIO	03/08/2024	120.00
71920	Vendor Continued Check	03/08/2024	0.00
71921	KEMPS LLC (DBA CASS-CLAY CREAM	03/08/2024	4,624.59
71922	KLEVEN, CARRIE L	03/08/2024	682.68
71923	LAC QUI PARLE COOP OIL	03/08/2024	8,066.92
71924	LEE MOTOR COMPANY	03/08/2024	33.39
71925	LEHNE, CHRISTOPHER	03/08/2024	392.61
71926	MADISON BOTTLING CO.	03/08/2024	1,048.00
71927	MARCO TECHNOLOGIES LLC	03/08/2024	2,104.75
71928	MASA/MASE	03/08/2024	389.00
71929	MCDOWALL COMPANY	03/08/2024	2,911.00
71930	MINNESOTA RIVER ED DIST.	03/08/2024	4,151.48
71931	MINNESOTA VALLEY COOP CENTER	03/08/2024	17,076.80
71932	MINNESOTA WEST-CANBY	03/08/2024	36,948.25
71933	MUSIC STREET	03/08/2024	234.90
71934	OLSON SANITATION LLC	03/08/2024	1,190.24
71935	OLSON-NELSON, RHONDA	03/08/2024	128.48
71936	OTTER TAIL POWER	03/08/2024	14,462.91
71937	PAN-O-GOLD BAKING COMPANY	03/08/2024	733.20
71938	PLUNKETT'S PEST CONTROL	03/08/2024	98.54
71939	QUILL CORPORATION	03/08/2024	43.68
71940	RENAISSANCE LEARNING INC	03/08/2024	32.25
71941	SAFETY KLEEN SYSTEMS INC	03/08/2024	319.52

Check Nbr	Vendor Name	Check Date	Check Amount
71942	SARLETTES MUSIC	03/08/2024	390.93
71943	KEN SATHER CONSTRUCTION LLC	03/08/2024	180.95
71944	SOUTHWEST MINNESOTA STATE UNIV	03/08/2024	6,600.00
71945	STRATMOEN, STACY	03/08/2024	143.13
71946	SW/WC SC	03/08/2024	3,122.57
71947	SWEDZINSKI, DARLA	03/08/2024	87.60
71948	SYSCO WESTERN MN	03/08/2024	2,375.29
71949	TEACHWELL SOLUTIONS	03/08/2024	7,163.65
71950	THE MCDOWELL AGENCY INC	03/08/2024	293.00
71951	THOMPSON MECHANICAL INC	03/08/2024	970.00
71952	TIM'S FOOD PRIDE	03/08/2024	212.22
71953	TITAN MACHINERY	03/08/2024	383.46
71954	TRANE U.S. INC	03/08/2024	1,883.43
71955	WARD, HOLLY L	03/08/2024	320.32
71956	WOLFBAUER, TONY	03/08/2024	575.00
65	Computer	Check(s) For a Total of	174,153.20

0	Manual	Checks For a Total of	0.00
0	Wire Transfer	Checks For a Total of	0.00
0	ACH	Checks For a Total of	0.00
65	Computer	Checks For a Total of	174,153.20
Total For 65	Manual, Wire Tran, ACH & Computer Checks		174,153.20
Less 0	Voided	Checks For a Total of	0.00
		Net Amount	174,153.20

F U N D S U M M A R Y

Fund	Description	Balance Sheet	Revenue	Expense	Total
01	GENERAL FUND	293.00	0.00	140,653.39	140,946.39
02	FOOD FUND	0.00	0.00	32,891.66	32,891.66
04	COMMUNITY EDUCAT	0.00	125.00	190.15	315.15

Check Nbr	Vendor Name	Check Date	Check Amount
71957	ICS CONSULTING, LLC	03/08/2024	16,982.09
71958	WILLMAR ELECTRIC SERVICE	03/08/2024	1,662.50
2	Computer	Check(s) For a Total of	18,644.59

0	Manual	Checks For a Total of	0.00
0	Wire Transfer	Checks For a Total of	0.00
0	ACH	Checks For a Total of	0.00
2	Computer	Checks For a Total of	18,644.59
Total For 2	Manual, Wire Tran, ACH & Computer Checks		18,644.59
Less 0	Voided	Checks For a Total of	0.00
		Net Amount	18,644.59

F U N D S U M M A R Y

Fund	Description	Balance Sheet	Revenue	Expense	Total
06	BUILDING CONSTRU	0.00	0.00	18,644.59	18,644.59

INDEPENDENT SCHOOL DISTRICT NO. 378

TREASURER'S REPORT TO SCHOOL BOARD

DATE: MARCH 10, 2024

MONTH: FEBRUARY 2024

FUNDS	BEGINNING OF MONTH BAL.	CURRENT MONTH ACTIVITY	OTHER	END OF MONTH BALANCE
GENERAL	-\$262,470.95	-\$135,479.30	\$0.00	-\$397,950.25
FOOD SERVICE	\$127,764.85	\$10,884.31	\$0.00	\$138,649.16
COMMUNITY SERVICE	\$15,082.69	\$1,238.23	\$0.00	\$16,320.92
BUILDING/CONST	-\$23,802.50	\$23,802.50	\$0.00	\$0.00
DEBT REDEMPTION	\$361,260.57	\$2,373.63	\$0.00	\$363,634.20
TRUST AND AGENCY	\$6,750.00	\$0.00	\$0.00	\$6,750.00
TOTALS	\$224,584.66	-\$97,180.63	\$0.00	\$127,404.03

RECONCILIATION WITH BANK STATEMENT

BALANCE PER BANK STATEMENT	LESS OUTSTANDING CHECKS	LESS OUTSTANDING RECEIPTS	LESS INTERST ON B.S.	ADD INSUFFICIENT FUNDS CHECKS	ADD-OTHER	BALANCE AGREES W/ TREASURER'S
\$176,638.47	-\$49,234.44					\$127,404.03

INVESTMENTS

REGULAR FUND-600216	CERTIFICATE NUMBER	DOLLAR AMOUNT
MSDLAF		\$0.00
MSDMAX		\$0.00
MNTRUST		\$674,334.96
TOTAL		\$674,334.96

February 2024 Staffing Matters

Unpaid leaves

Deb Moe - February 23-28, 2024 - Personal

Nichole Andrews - April 5, 2024 - Robotics

Janelle Stender - April 3-5, 2024 - Personal

Hirings

Alexondra Hirsch-Kubasch - January 24, 2024 - Daycare - already started

Amber Runyan - January 19, 2024 - Daycare - already started

Brooklyn Lee - February 1, 2024 - Daycare - tentative 2/13/2024 start

Emma Schaefer - January 30, 2024 - Daycare - tentative 2/13/2024 start

Terry Popma - January 31, 2024 - Kitchen/Custodial - tentative 2/13/2024 start

Tricia Burg - February 2, 2024 - Kitchen - tentative 2/13/2024 start

Nicholas Smith - February 5, 2024 - Custodial - tentative 2/13/2024 start

Jordan Johnson - February 7, 2024 - Daycare - tentative 2/15/24 start

Tayah McKenney - February 7, 2024 - Daycare - tentative 2/15/24 start

Todd Henneberg - February 7, 2024 - reinstated - bus driver

Nichole Andrews - February 7, 2024 - Assistant Robotics Coach

Resignations

February 12, 2024



A LEGENCE Company

Board of Education
ISD #378, Dawson Public Schools
848 Chestnut Street
Dawson, MN 56232

1331 Tyler Street NE
Suite 101 | Minneapolis, Minnesota 55413
www.ics-builds.com
(763) 354-2670

Re: Dawson Boyd Public Schools – Parking Lot Improvements

Dear Board Members:

ICS has reviewed the bids that were received for Two (2) work scopes on Tuesday, January 30th, 2024, for the above-referenced project. Our recommendation for award is as follows:

Work Scope 1 – Exterior Improvements

Joe Riley Construction

BASE BID: \$570,099.00

Alternate No. 1 – Fog Sealing and Striping of Fitness Center Lot: \$10,200 - **ACCEPT**

Alternate No. 2 – Blackjack Babies Dropoff: \$53,832.00 - **ACCEPT**

Alternate No. 3 – Added Storm Sewer & Drain Tile: \$202,664.00 - **ACCEPT**

TOTAL CONTRACT WITH ALTERNATES: \$836,795.00

Work Scope 2 – Electrical

H&H Electric LLC

BASE BID: \$24,860.00

Alternate No. 1 – Fog Sealing and Striping of Fitness Center Lot – N/A

Alternate No. 2 – Blackjack Babies Dropoff – N/A

Alternate No. 3 – Added Storm Sewer & Drain Tile – N/A

TOTAL CONTRACT: \$24,860.00

Based on the recommendations above, we recommend that the district enter into a contract with the above-mentioned contractors for the total bid amount of \$861,655.00

Upon Board action, ICS will draft a contract reflecting this amount to each of the respective Contractors.

Enclosed are copies of the official bid tabulation, bid forms, bid securities and proposed first tier subcontractor lists. Please contact ICS at (763) 354-2670 should you have any questions regarding our recommendation.

Regards,

A handwritten signature in blue ink, appearing to read 'Todd Wetzel'.

Todd Wetzel
Project Director



SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Dawson-Boyd Public Schools
848 Chestnut Street
Dawson, MN 56232

BID FROM: Duininck, Inc.
408 6th Street, Prinsburg, MN 56281

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering and CMTA and dated 12/15/23 relating to the construction of the Dawson-Boyd Parking Lot Improvements, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

- 1. Work Scope 1- Exterior Improvements
 - a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Six Hundred Eighty One Thousand Four Hundred Two Dollars & Zero Cents \$ 681,402.00

UNIT PRICES:

Unit Price No. 1: Excavation and Removal of Unsuitable Soils – Cost per Cubic Yard

\$ Fifteen Dollars & Zero Cents \$ 15.00

Unit Price No. 2: Backfilling with Corrected Soils – Cost per Cubic Yard

\$ Thirty Two Dollars & Zero Cents \$ ~~22.50~~ 32.00 KD

Alternates

Alternate No. 1: Seal-coating and Striping of Fitness Center Lot described in Specification Section 01 23 00 Alternates.

\$ 14,642.00

(Add) Deduct, No Change) \$ Fourteen Thousand Six Hundred Forty Two

Alternate No. 2: Blackjack Babies Dropoff as described in Specification Section 01 23 00 Alternates.

(Add) Deduct, No Change) \$ One Hundred Twenty Nine Thousand One Hundred Twenty Seven \$ 129,127.00

Alternate No. 3: Added storm & draintile as described in Specification Section 01 23 00 Alternates.

(Add) Deduct, No Change) \$ Two Hundred Thirty One Thousand One Hundred Seventy Six \$ 231,176.00

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 01/18/2024 Addenda No. 3 Dated 01/26/2024

Addenda No. 2 Dated 01/24/2024 Addenda No. Dated

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 408 6th Street

City: Prinsburg State: MN Zip: 56281

Phone Number: 320-978-6011 Fax Number: 320-978-4978

Name (typed or printed): Kristopher Duinick

Signature: 

Title: Vice President

Date: 01/30/2024

END OF SECTION 00 41 13



PROJECT NAME
PROJECT NAME

DATE

SECTION 00 41 20
BID ATTACHMENTS

The following documents must be completed and attached to all bids:

1. Debarment and Suspension Certificate (Attachment A)

ATTACHMENT A – Debarment and Suspension Certification (Page 1)

Federal Executive Orders 12549 and 12689 require all Federally funded project Owners to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification “contractor” refers to both contractor and subcontractor; “contract” refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, other federal departments or agencies or (NAME OF OWNER/CLIENT) may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the Owner, Construction Manager, or Architect if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words “covered contract”, “debarred”, “suspended”, “ineligible”, “participant”, “person”, “principal”, “proposal”, and “voluntarily excluded”, as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the federal government, other federal department or agency, and/or Harambee Institute of Science and Technology Charter School, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ... Yes No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts” without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract’s initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. 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.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to

PROJECT NAME
PROJECT NAME

DATE

ATTACHMENT C – Debarment and Suspension Certification (Page 2)

other remedies available to the federal government or other federal departments or agencies as applicable, (NAME OF OWNER/CLIENT) may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered potential contractor:

The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of (NAME OF STATE) Minnesota

The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he/she is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor Duininck, Inc.

Vendor ID No. or Tax ID No. 41-1552654

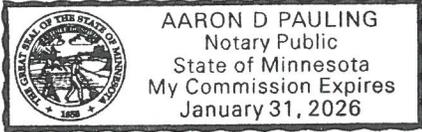
Printed Name of Authorized Representative Kristopher Duinick

Title of Authorized Representative Vice President

Signature of Authorize Representative [Handwritten Signature]

01/30/2024
Chippewa County

Date 01/30/2024



[Handwritten Signature]

DEFINITIONS

Covered Contracts/Subcontract:

1. Any nonprocurement transaction which involves federal funds (regardless of amount) and including such arrangements as subgrant and are between (NAME OF OWNER/CLIENT) or its agents and another entity.
2. Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) under a grant or subgrant.
3. Any procurement contract for goods or services between a participant and a person under a covered grant, subgrant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction:
 - a. Principal investigators.
 - b. Providers of audit services required by the HHSC or federal funding source.
 - c. Researchers.

ATTACHMENT C – Debarment and Suspension Certification (Page 3)

Debarment: An action taken by a debaring official in accordance with 45 CFR Part 76 (or comparable federal regulations) to exclude a person from participating in covered contracts. A person so excluded is “debarred”.

Grant: An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

Ineligible: Excluded from participation in federal nonprocurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing regulations; for example, excluded pursuant to the Davis-Bacon Act and its implement regulations, the equal employment opportunity acts and executive orders, or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person’s eligibility to participate in more than one covered transaction.

Participant: Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract as an agent or representative of another participant.

Person: Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

Principal: Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered contract whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:

- (1) Principal investigators.
- (2) Providers of audit services required by the HHSC or federal funding source.
- (3) Researchers.

Proposal: A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

Suspension: An action taken by a suspending official in accordance with 45 CFR Part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is “suspended”.

Voluntary exclusion or voluntarily excluded: A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

Note: This document must be completed, signed, notarized, and returned with your bid.

END OF SECTION 00 41 20

VERIFICATION OF COMPLIANCE

STATE OF MINNESOTA)

COUNTY OF KANDIYOHI)

Project Name & Number: **Dawson-Boyd Public Schools Parking Lot Improvements**

I, KRISTOPHER DUININCK, solemnly affirm under oath that I am an owner or officer of DUININCK, INC. ("Contractor") and state under oath that:

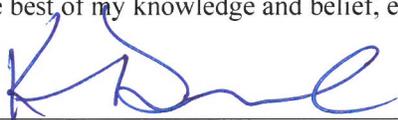
1. Contractor meets all of the minimum criteria established in subdivision 3 of the Minnesota Responsible Contractor Law, Minnesota Statute section 16C.285; and any additional criteria that the contracting authority has included in the definition of responsible contractor in the bidding documents.

2. All subcontractors that Contractor intends to retain have verified to Contractor through a signed statement under oath by an owner or officer that they also meet the same minimum criteria, and that they have listed the subcontractors they intend to retain. Subject to Contractor's right to add subcontractors, those subcontractors are:

SEE ATTACHED

(Attach sheet with additional names if necessary.)

3. I declare under penalty of perjury that, to the best of my knowledge and belief, everything I have stated in this document is true.

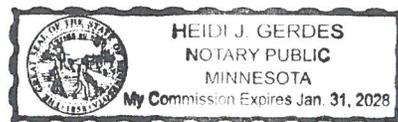


KRISTOPHER DUININCK, VICE PRESIDENT

Subscribed and sworn to before me this 30 day of January 2024.



Notary Public



LIST OF PROPOSED SUBCONTRACTORS

Company: B G Amundson Construction City: Benson, MN

Company: ATW Inc. City: Willmar, MN

Company: All States Pavement Recycling Stabilization City: Rogers, MN

Company: Van Ort Turf & Erosion City: New London, MN

Company: _____ City: _____

NON-COLLUSION AFFIDAVIT

The following Non-Collusion Affidavit shall be executed by the bidder:

State Project No. Dawson-Boyd Public Schools Parking Lot Improvements

Federal Project No. _____

State of Minnesota _____)

) ss

County of Kandiyohi _____)

I, Kristopher Duinick, do state under penalty of
(name of person signing this affidavit)

perjury under 28 U.S.C. 1746 of the laws of the United States:

(1) that I am the authorized representative of Duinick, Inc.

(name of person, partnership or corporation submitting this proposal)

and that I have the authority to make this affidavit for and on behalf of said bidder;

(2) that, in connection with this proposal, the said bidder has not either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding;

(3) that, to the best of my knowledge and belief, the contents of this proposal have not been communicated by the bidder or by any of his/her employees or agents to any person who is not an employee or agent of the bidder or of the surety on any bond furnished with the proposal and will not be communicated to any person who is not an employee or agent of the bidder or of said surety prior to the official opening of the proposal, and

(4) that I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: 
(bidder or his authorized representative)
Kristopher Duinick, Vice President

WORKFORCE CERTIFICATE OF COMPLIANCE

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **DUININCK, INC.** is hereby certified as a contractor under the Minnesota Human Rights Act, § 363A.

Certificate start date: **6/9/2022**

Certificate expiration date: **6/8/2026**

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:



Rebecca Lucero, Commissioner

AN EQUAL OPPORTUNITY EMPLOYER

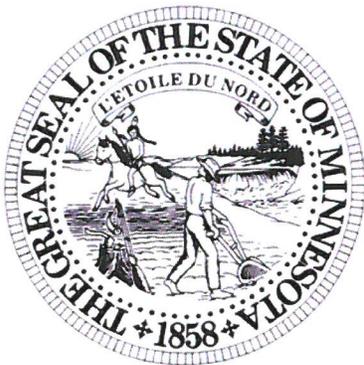
540 Fairview Ave N, Suite 201 • St. Paul, MN 55104 • Tel 651.539.1100
MN Relay 711 or 1.800.627.3529 • Toll Free 1.800.657.3704 • mn.gov/mdhr

**Office of the Minnesota Secretary of State
Certificate of Good Standing**

I, Steve Simon, Secretary of State of Minnesota, do certify that: The business entity listed below was filed pursuant to the Minnesota Chapter listed below with the Office of the Secretary of State on the date listed below and that this business entity is registered to do business and is in good standing at the time this certificate is issued.

Name: Duininck, Inc.
Date Filed: 03/25/1986
File Number: 5E-864
Minnesota Statutes, Chapter: 302A
Home Jurisdiction: Minnesota

This certificate has been issued on: 01/08/2024



Steve Simon

Steve Simon
Secretary of State
State of Minnesota

**UNANIMOUS WRITTEN ACTION IN LIEU OF A MEETING OF THE DIRECTORS OF
DUININCK, INC.**

THE UNDERSIGNED Directors of Duinick, Inc., a Minnesota corporation (the "Corporation"), acting pursuant to Chapter 302A of the Minnesota Statutes, do hereby authorize, consent to and approve the following resolutions via this Written Action effective as of January 8, 2021 ("Effective Date").

WHEREAS, the Directors of the Corporation are Trevor Duinick, Jeremy Duinick, and Kyle Duinick;

WHEREAS, the Directors desire to act via a written action in lieu of a meeting of the Directors for purposes of electing the Officers of the Corporation and the Directors are hereby waiving any notices that may be required for such a meeting by the Corporation's governing documents or under applicable law;

RESOLVED, that the following persons are hereby elected to serve as Officers of the Corporation, such Officers to serve until their respective successor(s) are elected and have qualified, each of which shall have such authority as described in this Written Action or as otherwise set forth in the Company's governing documents:

Trevor Duinick	Chief Executive Officer. authority as described in the governing documents;
Kyle Duinick	Chief Financial Officer. authority as described in governing documents;
Rochelle Anderson	Secretary. signature authority for corporate documentation in support of contractor qualification and informational validations;
Kyle Duinick	Treasurer. authority for conventional actions where the officer of Treasurer is expected by a counter-party;
Christian Duinick	President, Minnesota Division. authority as principal executive of the Minnesota division;
Kyle Duinick	President, Texas Division. authority as principal executive of the Texas division;
Judd Duinick	President, Golf Division. responsible for the business affairs of the golf division.
Ryan Duinick	Vice President of Contracting, Texas Division. signature authority for all Texas division contracting up to fifteen million dollars (\$15,000,000.00), subcontracting up to four million dollars (\$4,000,000.00), and vendor agreements up to four million dollars (\$4,000,000.00);
Kristopher Duinick	Vice President of Contracting, Minnesota Division. signature authority for all Minnesota division contracting up to fifteen million dollars (\$15,000,000.00), subcontracting up to four million dollars (\$4,000,000.00), and vendor agreements up to four million dollars (\$4,000,000.00);

RESOLVED FURTHER, that the officers of the Company be, and each hereby is, authorized and directed to take such other action as he/she deems necessary and appropriate to carry out the purposes of the foregoing resolutions.

RESOLVED FURTHER, this Written Action may be executed manually or electronically (including via facsimile, DocuSign or other electronic means) in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned Directors of the Corporation hereby adopt and approve this Written Action as of the Effective Date.

DUININCK, INC.



Trevor Duinick, Director



Jeremy Duinick, Director



Kyle Duinick, Director

CNA SURETY

Bid Bond

Bond No. 20240260

CONTRACTOR:

(Name, legal status and address)

Duininck, Inc.
408 6th St.
Prinsburg, MN 56281

SURETY: Western Surety Company: South Dakota Corporation

(Name, legal status and principal place of business)

151 N. Franklin Street
17th Floor
Chicago, IL 60606

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.

OWNER:

(Name, legal status and address)

Dawson-Boyd Schools
848 Chestnut Street
Dawson, MN 56232

BOND AMOUNT: Five Percent of Bid (5% of bid)

PROJECT:

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

Dawson-Boyd High School ISD #378 Parking Lot Improvements Bid Package 1
Work Scope 1 Exterior Improvements

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.

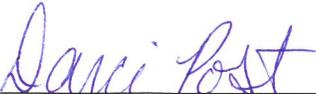
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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 30th day of January, 2024.

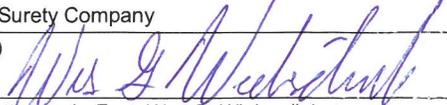


(Witness) Heidi J. Gerdes, Contract Administrator

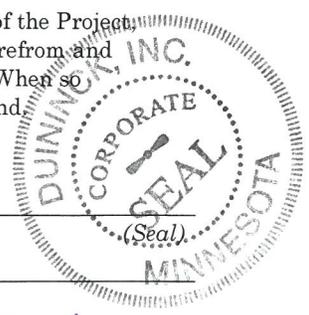


(Witness) Darci Post, CSR

Duininck, Inc.
(Principal) 

(Title) Vice President, Kristopher Duinick
Western Surety Company
(Surety) 

(Title) Attorney-In-Fact, Wes G. Wieberdink *(Seal)*



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Wes G Wieberdink, Myron Mulder, Individually

of Prinsburg, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 3rd day of January, 2024.



WESTERN SURETY COMPANY

Larry Kasten

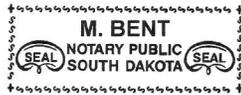
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 3rd day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 30th day of January, 2024.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Dawson-Boyd Public Schools
848 Chestnut Street
Dawson, MN 56232

BID FROM: Joe Riley Construction, Inc.

20794 US Hwy 59 - PO Box 379

Morris, MN 56267

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering and CMTA and dated 12/15/23 relating to the construction of the Dawson-Boyd Parking Lot Improvements, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 1 - Exterior Improvements

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ five hundred seventy thousand ninety nine dollars

\$ 570,099.00

UNIT PRICES:

Unit Price No. 1: Excavation and Removal of Unsuitable Soils – Cost per Cubic Yard

\$ fourteen dollars and fifty cents

\$ 14.50

Unit Price No. 2: Backfilling with Corrected Soils – Cost per Cubic Yard

\$ sixteen dollars and eighty cents

\$ 16.80

Alternates

Alternate No. 1: Seal-coating and Striping of Fitness Center Lot described in Specification Section 01 23 00 Alternates.

\$ 10,200.00

(Add, Deduct, No Change) \$ Add - ten thousand two hundred dollars

Alternate No. 2: Blackjack Babies Dropoff as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ Add - fifty three thousand eight hundred and thirty two dollars

\$ 53,832.00

Alternate No. 3: Added storm & draintile as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ Add - two hundred and two thousand six hundred and sixty four dollars

\$ 202,664.00

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 1.18.24 Addenda No. 3 Dated 1.26.24

Addenda No. 2 Dated 1.23.24 Addenda No. Dated

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

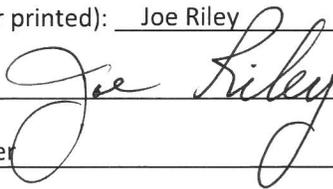
Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 20794 US Hwy 59

City: Morris State: MN Zip: 56267

Phone Number: (320) 589.5222 Fax Number: (320) 585.8280

Name (typed or printed): Joe Riley

Signature: 

Title: Owner

Date: 1.30.24

END OF SECTION 00 41 13

SECTION 01 23 00

ALTERNATES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This Section describes the limits of the requested alternates to the Contract work. Refer to the Product/Execution Articles of the appropriate Specifications and the Drawings for information pertaining to the work of each alternate.
- B. Each proposal under an alternate shall include all incidental work and all adjustments necessary to accommodate the changes. All work shall meet the requirements of the Drawings, Specifications, and appropriate details.
- C. Submit each alternate proposal as an individual cost for the particular alternate and these shall be proposed under the premise that no other alternates have been accepted. Should the work of an alternate called for by the Bid Form not affect the cost of the work, state "No Change" in the space provided. If an alternate is left blank, the Owner reserves the right to throw out the entire bid or interpret the alternate as "No Change".
- D. Include taxes which are applicable to work involved in alternates as well as costs, if any, for increased coverage of bonds and insurance.
- E. Any of the alternates may be accepted by Owner and will be used in determining the low bidder.
- F. Owner may, at their option, vary the scope of the work by authorizing alternates which will add to the work, deduct from the work or substitute materials, equipment or methods.
- G. Each Bidder shall examine the Drawings and Specifications to determine the extent to which their work is affected by bid alternates. Include in the space provided on the bid form the cost of any added or deducted work resulting from each alternate.
- H. Contractor is responsible for providing work if applicable to each alternate, whether or not an added or deducted cost is included on their bid form.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 IMPLEMENTATION

- A. If the Owner elects to proceed on the basis of one or more of the alternates, make all modifications to the Work required in the furnishing and installation of the selected alternate or alternates subject to the approval of the Architect at no additional cost to the Owner except as proposed in the Bid.

- B. Coordinate pertinent related work and modify surrounding work as required to properly integrate the work under each alternate, and to provide the complete construction required by Contract Documents.
- C. If so stated in the Agreement, or modifications thereto, provide alternate materials, equipment and/or construction as specified.

3.2 SCHEDULE OF ALTERNATES

A. Alternate No. 1: Fog Sealing & Restriping South Parking Lot

- 1. Base bid to leave this area alone with the owner handling this parking lot at a later date outside of this project. With this alternate, the parking lot would be fog-sealed and restriped per the project plans and documents. Product is described in Section 32 12 36 – Bituminous Fog Seal with layout on C202.

Alternate No. 2: Blackjack Babies Drop-off

- 2. Alternate to include the pavement, sidewalks, fencing, grading and removals needed for the installation of a drop off lane for the Blackjack Babies wing of the building. The work associated with Alternate No. 2 is shown on C003, C103, C203, & C303 as well as details. These sheets and details are not all encompassing and all the drawings need to be reviewed for project needs. All specifications are to apply to this work as well.

Alternate No. 3: Added Storm Sewer & Drantile

- 3. Alternateto include the addition of storm sewer and drain tile as identified in addendum #2. Base bid should not include this work. All specifications are to apply to this work as well.

END OF SECTION 01 23 00

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Joe Riley Construction, Inc.

20794 US Hwy 59
Morris, MN 56267

OWNER:

(Name, legal status and address)

Dawson-Boyd Public School District, ISD No. 378
848 Chestnut Street
Dawson, MN 56232

BOND AMOUNT: Five Percent of the Total Amount Bid (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)

ISD No. 378 Parking Lot Improvements - Bid Package 1; Dawson-Boyd High School, 848 Chestnut Street, Dawson, MN 56232

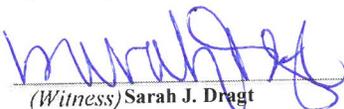
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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.

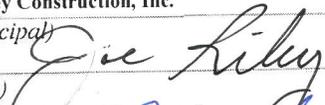
Signed and sealed this 22nd day of January, 2024


(Witness)


(Witness) Sarah J. Dragt

Joe Riley Construction, Inc.

(Principal) _____ (Seal)

By: 
(Title)

Merchants National Bonding, Inc.

(Surety) _____ (Seal)

By: 
(Title) Colby D. White, 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.

AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org. 061110

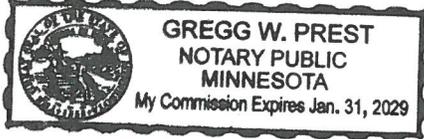
ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF Minnesota)

COUNTY OF STROUMS)

On this 26th day of JANUARY, in the year 2024, before me personally appeared JOE RILEY, OWNER of Joe Riley Construction, Inc., known to me to be the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.



[Signature], Notary Public

My Commission Expires: 1/31/29

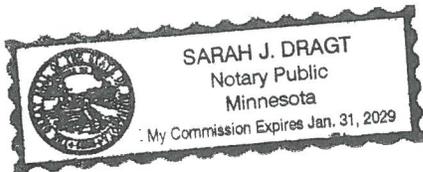
ACKNOWLEDGEMENT OF SURETY

STATE OF Minnesota)

COUNTY OF Hennepin)

On this 22nd day of January, in the year 2024, before me personally come(s) Colby D. White, Attorney-in-Fact of Merchants National Bonding, Inc., with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of Merchants National Bonding, Inc., the company described in and which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said Company, and that he/she signed said instrument as Attorney-in-Fact of the said Company by like order.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.



[Signature]
Sarah J. Dragt, Notary Public

My Commission Expires: January 31, 2029

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,

Anne Crowner; Bailey Beach; Ben Williams; Brian J Oestreich; Brian M Deimerly; Cameron M Burt; Cindy Bennett; Colby D White; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Graydon Dotson; Greg Krier; Jay D Freiermuth; Jennifer Marino; Jessica Jean Rini; Jessie Allen; Joe Tiernan; John Cord; Joshua R Loftis; Kate Zanders; Keeton Welch; Mark R DeWitt; Mark Sweigart; Mary Ashley Allen; Megan A Brown; Michelle R Gruis; Nathan Weaver; R C Bowman; Sara Huston; Sarah C Brown; Seth D Rooker; Ted Jorgensen; Tim McCulloh; Todd Bengford; W R Withrow

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.

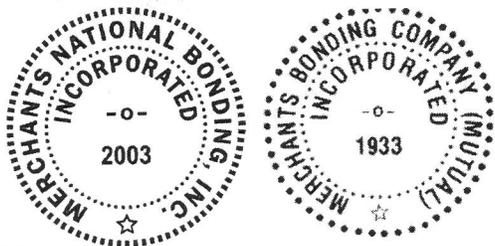
This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding,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

"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 8th day of November, 2023.

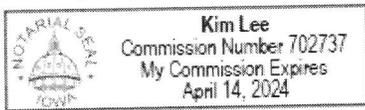


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
 d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
 President

STATE OF IOWA
 COUNTY OF DALLAS ss.

On this 8th day of November 2023, 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.

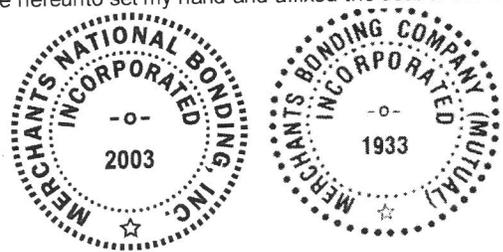



 Notary Public

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

I, William Warner, Jr., 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 22nd day of January, 2024.




 Secretary

**ATTACHMENT A
PRIME CONTRACTOR RESPONSE**

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

PROJECT

ISD #378 Dawson-Boyd Parking Lot Improvements

This form includes changes by statutory references from the Laws of Minnesota 2015, chapter 64, sections 1-9. This form must be submitted with the response to this solicitation. A response received without this form, will be rejected.

<p>Minn. Stat. § 16C.285, Subd. 7. IMPLEMENTATION. ... any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...</p>	
<p>Minn. Stat. § 16C.285, Subd. 3. RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA. "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:</p>	
(1)	<p>The Contractor:</p> <ul style="list-style-type: none"> (i) is in compliance with workers' compensation and unemployment insurance requirements; (ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees; (iii) has a valid federal tax identification number or a valid Social Security number if an individual; and (iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.
(2)	<p>The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.03, 181.101, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:</p> <ul style="list-style-type: none"> (i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during the three-year period; (ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final; (iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees; (iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27; (v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or (vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;* (vii) has been convicted of a violation of section 609.52, subd 2 (19).

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

Minn. Stat. § 16C.285, Subd. 5. SUBCONTRACTOR VERIFICATION.	
<p>A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.</p> <p>If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.</p> <p>A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.</p> <p>Subd. 5a. Motor carrier verification. A prime contractor or subcontractor shall obtain annually from all motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each motor carrier. A prime contractor or subcontractor shall require each such motor carrier to provide it with immediate written notification in the event that the motor carrier no longer meets one or more of the minimum criteria in subdivision 3 after submitting its annual verification. A motor carrier shall be ineligible to perform work on a project covered by this section if it does not meet all the minimum criteria in subdivision 3. Upon request, a prime contractor or subcontractor shall submit to the contracting authority the signed verifications of compliance from all motor carriers providing for-hire transportation of materials, equipment, or supplies for a project.</p>	

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

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

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

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

CERTIFICATION

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

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

Authorized Signature of Owner or Officer:



Printed Name:

Joe Riley

Title:

Owner

Date:

1.30.24

Company Name:

Joe Riley Construction, Inc.

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

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Dawson-Boyd Public Schools
848 Chestnut Street
Dawson, MN 56232

BID FROM: D & G Excavating, Inc.

2324 County Road 30

Marshall, MN 56258

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering and CMTA and dated 12/15/23 relating to the construction of the Dawson-Boyd Parking Lot Improvements, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** Site/Concrete/Exterior Improvements

- a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

§ Eight hundred seventy six thousand, five hundred sixty seven dollars, and 50 cents

\$ 876,567.50

UNIT PRICES:

Unit Price No. 1: Excavation and Removal of Unsuitable Soils – Cost per Cubic Yard

§ Twelve dollars and fifty cents

\$ 12.50

Unit Price No. 2: Backfilling with Corrected Soils – Cost per Cubic Yard

§ Twenty five dollars

\$ 25.00

Alternates

Alternate No. 1: Seal-coating and Striping of Fitness Center Lot described in Specification Section 01 23 00 Alternates.

\$ 10,500.00

(Add, Deduct, No Change) \$ Ten thousand five hundred dollars

Alternate No. 2: Blackjack Babies Dropoff as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ One hundred forty four thousand four hundred forty dollars

\$ 144,440.00

Alternate No. 3: Added storm & draitile as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ Fifty three thousand and thirty eight dollars

\$ 53,038.00

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 1/19/24 Addenda No. 2 Dated 01/24/24

Addenda No. 3 Dated 01/26/2024 Addenda No. Dated

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 2324 County Road 30

City: Marshall State: MN Zip: 56258

Phone Number: 507-532-2334 Fax Number: 507-865-4695

Name (typed or printed): Kristin Gruhot

Signature: 

Title: CEO/CFO

Date: 01/30/24

END OF SECTION 00 41 13

SECTION 01 23 00

ALTERNATES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This Section describes the limits of the requested alternates to the Contract work. Refer to the Product/Execution Articles of the appropriate Specifications and the Drawings for information pertaining to the work of each alternate.
- B. Each proposal under an alternate shall include all incidental work and all adjustments necessary to accommodate the changes. All work shall meet the requirements of the Drawings, Specifications, and appropriate details.
- C. Submit each alternate proposal as an individual cost for the particular alternate and these shall be proposed under the premise that no other alternates have been accepted. Should the work of an alternate called for by the Bid Form not affect the cost of the work, state "No Change" in the space provided. If an alternate is left blank, the Owner reserves the right to throw out the entire bid or interpret the alternate as "No Change".
- D. Include taxes which are applicable to work involved in alternates as well as costs, if any, for increased coverage of bonds and insurance.
- E. Any of the alternates may be accepted by Owner and will be used in determining the low bidder.
- F. Owner may, at their option, vary the scope of the work by authorizing alternates which will add to the work, deduct from the work or substitute materials, equipment or methods.
- G. Each Bidder shall examine the Drawings and Specifications to determine the extent to which their work is affected by bid alternates. Include in the space provided on the bid form the cost of any added or deducted work resulting from each alternate.
- H. Contractor is responsible for providing work if applicable to each alternate, whether or not an added or deducted cost is included on their bid form.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 IMPLEMENTATION

- A. If the Owner elects to proceed on the basis of one or more of the alternates, make all modifications to the Work required in the furnishing and installation of the selected alternate or alternates subject to the approval of the Architect at no additional cost to the Owner except as proposed in the Bid.

- B. Coordinate pertinent related work and modify surrounding work as required to properly integrate the work under each alternate, and to provide the complete construction required by Contract Documents.
- C. If so stated in the Agreement, or modifications thereto, provide alternate materials, equipment and/or construction as specified.

3.2 SCHEDULE OF ALTERNATES

A. Alternate No. 1: Fog Sealing & Restriping South Parking Lot

- 1. Base bid to leave this area alone with the owner handling this parking lot at a later date outside of this project. With this alternate, the parking lot would be fog-sealed and restriped per the project plans and documents. Product is described in Section 32 12 36 – Bituminous Fog Seal with layout on C202.

Alternate No. 2: Blackjack Babies Drop-off

- 2. Alternate to include the pavement, sidewalks, fencing, grading and removals needed for the installation of a drop off lane for the Blackjack Babies wing of the building. The work associated with Alternate No. 2 is shown on C003, C103, C203, & C303 as well as details. These sheets and details are not all encompassing and all the drawings need to be reviewed for project needs. All specifications are to apply to this work as well.

Alternate No. 3: Added Storm Sewer & Drain tile

- 3. Alternateto include the addition of storm sewer and drain tile as identified in addendum #2. Base bid should not include this work. All specifications are to apply to this work as well.

END OF SECTION 01 23 00

ATTACHMENT A – Debarment and Suspension Certification (Page 1)

Federal Executive Orders 12549 and 12689 require all Federally funded project Owners to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification “contractor” refers to both contractor and subcontractor; “contract” refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, other federal departments or agencies or (NAME OF OWNER/CLIENT) may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the Owner, Construction Manager, or Architect if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words “covered contract”, “debarred”, “suspended”, “ineligible”, “participant”, “person”, “principal”, “proposal”, and “voluntarily excluded”, as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the federal government, other federal department or agency, and/or Harambee Institute of Science and Technology Charter School, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ... Yes No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts” without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract’s initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. 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.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to

ATTACHMENT C – Debarment and Suspension Certification (Page 2)

other remedies available to the federal government or other federal departments or agencies as applicable, (NAME OF OWNER/CLIENT) may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered potential contractor:

The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of (NAME OF STATE)

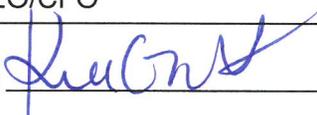
The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he/she is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor D & G Excavating, Inc.

Vendor ID No. or Tax ID No. 41-1346856

Printed Name of Authorized Representative Kristin Gruhot

Title of Authorized Representative CEO/CFO

Signature of Authorize Representative 

Date 01/30/2024

DEFINITIONS

Covered Contracts/Subcontract:

1. Any nonprocurement transaction which involves federal funds (regardless of amount) and including such arrangements as subgrant and are between (NAME OF OWNER/CLIENT) or its agents and another entity.
2. Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) under a grant or subgrant.
3. Any procurement contract for goods or services between a participant and a person under a covered grant, subgrant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction:
 - a. Principal investigators.
 - b. Providers of audit services required by the HHSC or federal funding source.
 - c. Researchers.

ATTACHMENT C – Debarment and Suspension Certification (Page 3)

Debarment: An action taken by a debarring official in accordance with 45 CFR Part 76 (or comparable federal regulations) to exclude a person from participating in covered contracts. A person so excluded is “debarred”.

Grant: An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

Ineligible: Excluded from participation in federal nonprocurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing regulations; for example, excluded pursuant to the Davis-Bacon Act and its implement regulations, the equal employment opportunity acts and executive orders, or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person’s eligibility to participate in more than one covered transaction.

Participant: Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract as an agent or representative of another participant.

Person: Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

Principal: Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered contract whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:

- (1) Principal investigators.
- (2) Providers of audit services required by the HHSC or federal funding source.
- (3) Researchers.

Proposal: A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

Suspension: An action taken by a suspending official in accordance with 45 CFR Part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is “suspended”.

Voluntary exclusion or voluntarily excluded: A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

Note: This document must be completed, signed, notarized, and returned with your bid.

END OF SECTION 00 41 20



AIA

Document A310™ – 2010

Bond No. RB0093605

Bid Bond

CONTRACTOR:

(Name, legal status and address)
D & G Excavating, Inc.

2324 County Road 30

Marshall, MN 56258

SURETY:

(Name, legal status and principal place of business)

Granite Re, Inc.
14001 Quailbrook Drive

Oklahoma City, OK 73134

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.

OWNER:

(Name, legal status and address)

ISD#378-Dawson-Boyd Public Schools

Bond Amount: Five Percent of the Bid Amount (5% of Bid Amount)

PROJECT: Dawson-Boyd High School - Parking Lot Improvements - Bid Package 1

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

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.

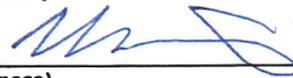
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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.

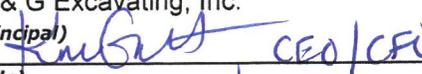
Signed and sealed this 29th day of January, 2024



(Witness)



(Witness)

D & G Excavating, Inc.
(Principal)  (Seal)

(Title) Granite Re, Inc.
(Surety)  (Seal)

(Title) Attorney-in-Fact Troy Staples

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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ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
County of _____)

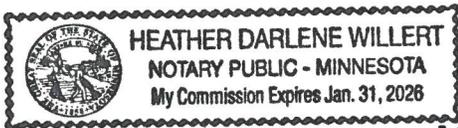
On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____ to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of Minnesota)
County of Lyon)

On this 30th day of January, in the year 2024, before me personally come(s) Kristin Gruhot, to me known, who, being duly sworn, deposes and says that he/she is the CEO/CFO of the D & G Excavating, Inc. the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.



Heather Willert
Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Dakota)

On this 29th day of January, in the year 2024, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Granite Re, Inc. with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Granite Re, Inc. company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



Toni Ferrill
Notary Public

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

WANDA FRANZ; TOM LAHL; TOM KEMP; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

WANDA FRANZ; TOM LAHL; TOM KEMP; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN may lawfully do in the premises by virtue of these presents.

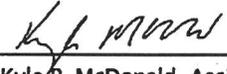
In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President

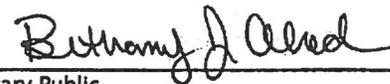


Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620





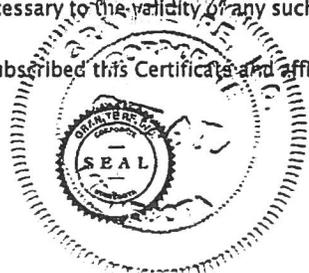
Notary Public

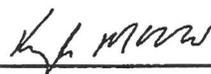
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
29th day of January, 2024.





Kyle P. McDonald, Assistant Secretary

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Dawson-Boyd Public Schools
848 Chestnut Street
Dawson, MN 56232

BID FROM: Willmar Electric Service Corp.

2405 Trott Ave SW

Willmar, MN, 56201

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering and CMTA and dated 12/15/23 relating to the construction of the Dawson-Boyd Parking Lot Improvements, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope WORK SCOPE 2 – SITE ELECTRICAL

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Forty Five Thousand Dollars \$ 45,000.00

UNIT PRICES:

Unit Price No. 1: Excavation and Removal of Unsuitable Soils – Cost per Cubic Yard

\$ n/a \$ n/a

Unit Price No. 2: Backfilling with Corrected Soils – Cost per Cubic Yard

\$ n/a \$ n/a

Alternates

Alternate No. 1: Seal-coating and Striping of Fitness Center Lot described in Specification Section 01 23 00

Alternates. \$ n/a

(Add, Deduct, No Change) \$ n/a _____

Alternate No. 2: Blackjack Babies Dropoff as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ n/a _____

\$ n/a

Alternate No. 3: Added storm & draitile as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ n/a _____

\$ n/a

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 1/18/2024 Addenda No. 2 Dated 1/23/2024

Addenda No. 3 Dated 1/26/2024 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 2405 Trott Ave SW

City: Willmar State: MN Zip: 56201

Phone Number: (320) 262-5425 Fax Number: _____

Name (typed or printed): Justin Chapin

Signature: _____



Title: Vice President

Date: 1/30/2024

END OF SECTION 00 41 13

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Willmar Electric Service Corp.

P.O. Box 934
Willmar, MN 56201

OWNER:

(Name, legal status and address)

Dawson-Boyd Public School District, ISD No. 378

848 Chestnut Street

Dawson, MN 56232

BOND AMOUNT: Five Percent of the Total Amount Bid (5%)

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

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)

Work Scope #2: Site Electrical in connection with ISD No. 378 Parking Lot Improvements - Bid Package 1 at Dawson-Boyd High School, 848 Chestnut Street, Dawson, MN 56232

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 12th day of January, 2024


(Witness)


(Witness) Melinda C. Blodgett

Willmar Electric Service Corp.

(Principal)

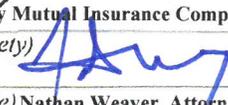
By: 

(Title)

Secretary

Liberty Mutual Insurance Company

(Surety)

By: 

(Title) Nathan Weaver, Attorney-in-Fact

(Seal)

(Seal)

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.

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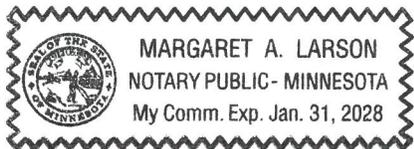
ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF Minnesota)

COUNTY OF Kandiyohi)

On this 24th day of January, in the year 2024, before me personally appeared Justin Chapin, Secretary of Willmar Electric Service Corp., known to me to be the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.



Margaret Larson, Notary Public
My Commission Expires: 1-31-2028

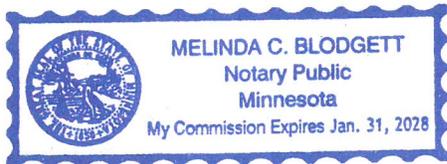
ACKNOWLEDGEMENT OF SURETY

STATE OF Minnesota)

COUNTY OF Hennepin)

On this 12th day of January, in the year 2024, before me personally come(s) Nathan Weaver, Attorney-in-Fact of Liberty Mutual Insurance Company, with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of Liberty Mutual Insurance Company, the company described in and which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said Company, and that he/she signed said instrument as Attorney-in-Fact of the said Company by like order.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.



Melinda C. Blodgett, Notary Public
My Commission Expires: January 31, 2028



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8210698 - 190054

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brian J. Oestreich, Colby D White, Emily White, Joshua R. Loftis, Lin Ulven, Melinda C. Blodgett, Michelle Morrison, Nathan Weaver, Nicole Stillings, R. C. Bowman, R. W. Frank, Rachel Thomas, Ross S. Squires, Sandra M. Engstrum, Sarah Dragt, Ted Jorgensen, Tina Domask

all of the city of Minneapolis state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 31st day of August, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 31st day of August, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of January, 2024.



By: Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Dawson-Boyd Public Schools
848 Chestnut Street
Dawson, MN 56232

BID FROM: NAYAR HVAC DBA: MITLYNG ELECTRIC
7035 HWY 7 SW
MONTEVIDEO MN 56265

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering and CMTA and dated 12/15/23 relating to the construction of the Dawson-Boyd Parking Lot Improvements, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

- 1. **Work Scope** RELOCATE 2 LIGHT POLES, INSTALL 2 NEW LIGHT POLES
 - a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

\$ THIRTY EIGHT THOUSAND TWO HUNDRED DOLLARS \$38200.00

UNIT PRICES:

Unit Price No. 1: Excavation and Removal of Unsuitable Soils – Cost per Cubic Yard
\$ _____ \$

Unit Price No. 2: Backfilling with Corrected Soils – Cost per Cubic Yard
\$ _____ \$

Alternates

Alternate No. 1: Seal-coating and Striping of Fitness Center Lot described in Specification Section 01 23 00 Alternates. \$

(Add, Deduct, No Change) \$ _____

Alternate No. 2: Blackjack Babies Dropoff as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

\$

Alternate No. 3: Added storm & draintile as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ _____

\$

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 7035 HWY 7 SW

City: MONTEVIDEO State: MN Zip: 56265

Phone Number: 320-269-2970 Fax Number: _____

Name (typed or printed): HANS DANIELS

Signature: 

Title: MASTER ELECTRICIAN

Date: 01/30/2024

END OF SECTION 00 41 13

SECTION 01 23 00

ALTERNATES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This Section describes the limits of the requested alternates to the Contract work. Refer to the Product/Execution Articles of the appropriate Specifications and the Drawings for information pertaining to the work of each alternate.
- B. Each proposal under an alternate shall include all incidental work and all adjustments necessary to accommodate the changes. All work shall meet the requirements of the Drawings, Specifications, and appropriate details.
- C. Submit each alternate proposal as an individual cost for the particular alternate and these shall be proposed under the premise that no other alternates have been accepted. Should the work of an alternate called for by the Bid Form not affect the cost of the work, state "No Change" in the space provided. If an alternate is left blank, the Owner reserves the right to throw out the entire bid or interpret the alternate as "No Change".
- D. Include taxes which are applicable to work involved in alternates as well as costs, if any, for increased coverage of bonds and insurance.
- E. Any of the alternates may be accepted by Owner and will be used in determining the low bidder.
- F. Owner may, at their option, vary the scope of the work by authorizing alternates which will add to the work, deduct from the work or substitute materials, equipment or methods.
- G. Each Bidder shall examine the Drawings and Specifications to determine the extent to which their work is affected by bid alternates. Include in the space provided on the bid form the cost of any added or deducted work resulting from each alternate.
- H. Contractor is responsible for providing work if applicable to each alternate, whether or not an added or deducted cost is included on their bid form.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 IMPLEMENTATION

- A. If the Owner elects to proceed on the basis of one or more of the alternates, make all modifications to the Work required in the furnishing and installation of the selected alternate or alternates subject to the approval of the Architect at no additional cost to the Owner except as proposed in the Bid.

- B. Coordinate pertinent related work and modify surrounding work as required to properly integrate the work under each alternate, and to provide the complete construction required by Contract Documents.
- C. If so stated in the Agreement, or modifications thereto, provide alternate materials, equipment and/or construction as specified.

3.2 SCHEDULE OF ALTERNATES

A. Alternate No. 1: Fog Sealing & Restriping South Parking Lot

- 1. Base bid to leave this area alone with the owner handling this parking lot at a later date outside of this project. With this alternate, the parking lot would be fog-sealed and restriped per the project plans and documents. Product is described in Section 32 12 36 – Bituminous Fog Seal with layout on C202.

Alternate No. 2: Blackjack Babies Drop-off

- 2. Alternate to include the pavement, sidewalks, fencing, grading and removals needed for the installation of a drop off lane for the Blackjack Babies wing of the building. The work associated with Alternate No. 2 is shown on C003, C103, C203, & C303 as well as details. These sheets and details are not all encompassing and all the drawings need to be reviewed for project needs. All specifications are to apply to this work as well.

Alternate No. 3: Added Storm Sewer & Drain tile

- 3. Alternateto include the addition of storm sewer and drain tile as identified in addendum #2. Base bid should not include this work. All specifications are to apply to this work as well.

END OF SECTION 01 23 00



1331 Tyler Street NE #101
Minneapolis, Minnesota 55413
ics-builds.com
(763) 354-2670

**Re: Addendum #003 for Bidding Documents for
ISD #378 Dawson Boyd Parking Lot Improvements
Dawson, Minnesota**

This addendum forms a part of the Contract Documents dated December 15, 2023. The additions, deletion, revisions/clarifications contained herein shall be made to the Drawings and Specifications for the project; and shall be included in the scope of work and Bid(s) to be submitted. Bidder are responsible to determine for themselves the work affected by items contained within this Addendum.

**Acknowledge receipt of this Addendum on the space provided on the Bid Form.
Failure to do so may result in disqualification.**

PROJECT MANUAL – VOLUME 1 of 1

- 1) 00 41 13 – BID FORM
 - a. Re-Issued with this addendum
- 2) 00 41 20 – ALTERNATES
 - a. Re-issued with this addendum

END OF ADDENDUM 001





AIA Document A310™ – 2010

Bond No. FB0003571

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Nayar HVAC LLC dba Mitlyng Electric & Refrigeration

15268 Boulder Pointe Rd

Eden Prairie, MN 55347

SURETY:

(Name, legal status and principal place of business)

GRANITE RE, INC.

14001 Quailbrook Drive

Oklahoma City, OK 73134

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.

OWNER:

(Name, legal status and address)

ISD#378-Dawson-Boyd Public Schools

Bond Amount: Five Percent of the Bid Amount (5% of Bid Amount)

PROJECT: Project No. 12223002 - Dawson Boyd Parking Lot Improvements

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

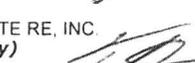
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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.

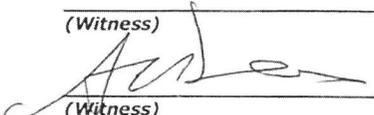
Signed and sealed this 26th day of January, 2024

Nayar HVAC LLC dba Mitlyng Electric & Refrigeration
(Principal)  *(Seal)*

(Title)
GRANITE RE, INC
(Surety)  *(Seal)*

(Title) Attorney-in-Fact Troy Staples

(Witness)



(Witness)

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

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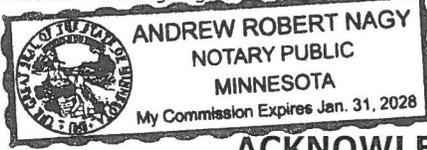


ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of Minnesota)

County of Chippewa)

On this 30th day of January, in the year 2024, before me personally come(s) Abhishek Nayar, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.



[Signature]
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)

County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____ to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of _____)

County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known, who, being duly sworn, deposes and says that he/she is the _____ of the _____ the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

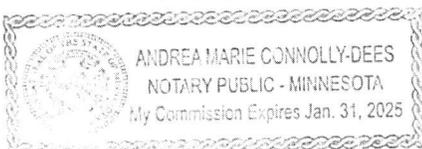
Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)

County of Dakota)

On this 26th day of January, in the year 2024, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Granite Re, Inc. with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Granite Re, Inc. company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



[Signature]
Notary Public



SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Dawson-Boyd Public Schools
848 Chestnut Street
Dawson, MN 56232

BID FROM: H&H Electric LLC

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering and CMTA and dated 12/15/23 relating to the construction of the Dawson-Boyd Parking Lot Improvements, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 2 - Electrical

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

§ Twenty-Four Thousand Eight Hundred & Sixty And 00/100 \$24860.00

UNIT PRICES:

Unit Price No. 1: Excavation and Removal of Unsuitable Soils – Cost per Cubic Yard

§ NO BID \$0

Unit Price No. 2: Backfilling with Corrected Soils – Cost per Cubic Yard

§ NO BID \$0

Alternates

Alternate No. 1: Seal-coating and Striping of Fitness Center Lot described in Specification Section 01 23 00

Alternates. \$0

(Add, Deduct, No Change) \$ NO BID

Alternate No. 2: Blackjack Babies Dropoff as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ NO BID

\$0

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 1/19/2024 Addenda No. 3 Dated 1/26/2024

Addenda No. 2 Dated 1/24/2024 Addenda No. Dated

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

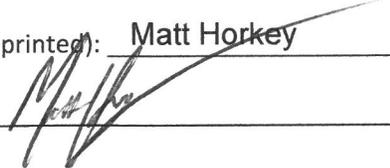
Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 101 South Park Ave

City: Springfield State: MN Zip: 56087

Phone Number: 507-723-3466 Fax Number: 507-723-3464

Name (typed or printed): Matt Horkey

Signature: 

Title: Owner

Date: 1/30/2024

END OF SECTION 00 41 13



PROJECT NAME
PROJECT NAME

DATE

SECTION 00 41 20
BID ATTACHMENTS

The following documents must be completed and attached to all bids:

1. Debarment and Suspension Certificate (Attachment A)

ATTACHMENT A – Debarment and Suspension Certification (Page 1)

Federal Executive Orders 12549 and 12689 require all Federally funded project Owners to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification “contractor” refers to both contractor and subcontractor; “contract” refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, other federal departments or agencies or (*NAME OF OWNER/CLIENT*) may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the Owner, Construction Manager, or Architect if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words “covered contract”, “debarred”, “suspended”, “ineligible”, “participant”, “person”, “principal”, “proposal”, and “voluntarily excluded”, as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the federal government, other federal department or agency, and/or Harambee Institute of Science and Technology Charter School, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ... Yes No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts” without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract’s initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. 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.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to

ATTACHMENT C – Debarment and Suspension Certification (Page 2)

other remedies available to the federal government or other federal departments or agencies as applicable, (NAME OF OWNER/CLIENT) may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered potential contractor:

The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of (NAME OF STATE)

The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he/she is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor H&H Electric LLC

Vendor ID No. or Tax ID No. 45-2678094

Printed Name of Authorized Representative Matt Horkey

Title of Authorized Representative Owner

Signature of Authorize Representative 

Date 1/30/2024

DEFINITIONS

Covered Contracts/Subcontract:

1. Any nonprocurement transaction which involves federal funds (regardless of amount) and including such arrangements as subgrant and are between (NAME OF OWNER/CLIENT) or its agents and another entity.
2. Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) under a grant or subgrant.
3. Any procurement contract for goods or services between a participant and a person under a covered grant, subgrant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction:
 - a. Principal investigators.
 - b. Providers of audit services required by the HHSC or federal funding source.
 - c. Researchers.

ATTACHMENT C – Debarment and Suspension Certification (Page 3)

Debarment: An action taken by a debarring official in accordance with 45 CFR Part 76 (or comparable federal regulations) to exclude a person from participating in covered contracts. A person so excluded is “debarred”.

Grant: An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

Ineligible: Excluded from participation in federal nonprocurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing regulations; for example, excluded pursuant to the Davis-Bacon Act and its implement regulations, the equal employment opportunity acts and executive orders, or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person’s eligibility to participate in more than one covered transaction.

Participant: Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract as an agent or representative of another participant.

Person: Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

Principal: Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered contract whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:

- (1) Principal investigators.
- (2) Providers of audit services required by the HHSC or federal funding source.
- (3) Researchers.

Proposal: A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

Suspension: An action taken by a suspending official in accordance with 45 CFR Part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is “suspended”.

Voluntary exclusion or voluntarily excluded: A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

Note: This document must be completed, signed, notarized, and returned with your bid.

END OF SECTION 00 41 20

SECTION 00 50 00
LIST OF CONTRACT FORMS

1.01 GENERAL

- A. The following is a list of forms and standards applicable to this Project.

1.02 FORMS

- A. Bid Form: As bound in this Project Manual, section 00 41 13.
- B. Bid Bond Form: Standard AIA Document A-310 that complies with all state requirements. Submit with Bid with proper Power of Attorney certificate and acknowledgment.
- C. Contract Form: The Contract form will be AIA document A132-2009.
- D. Performance/Payment Bond: Standard AIA Document A312 Performance Bond and Payment Bond, 1984 edition that complies with all state requirements. Submit in two copies, with proper Power of Attorney and acknowledgement upon execution of contract agreement with Owner.

END OF SECTION 00 50 00

Dawson Boyd Public Schools - Parking Lot Improvements

OWNER: ISD #378 - Dawson Boyd Public Schools
 CONSTRUCTION MANAGER: ICS Consulting, LLC

BID TABULATIONS

Tuesday, January 30th @ 1:00 pm

WS 1 - EXTERIOR IMPROVEMENTS

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Joe Riley Construction	D and G Excavating	Dunnick Inc.			
BID SECURITY	Yes	Yes	Yes			
ADDENDA REC'D.	Yes all 3	Yes all 3	Yes all 3			
BASE BID:	\$570,099.00	\$876,567.50	\$681,402.00			
MN Responsible Contractor	Yes	Yes	Yes			
ALTERNATES:						
Alt. 1: Fog Sealing and striping of Fitness Center Lot	Add 10,200	Add 10,500	Add 14,642			
Alt. 2: Blackjack Babies Dropoff	Add 53,832	Add 144,440	Add 129,127			
Alt. 3: Added Storm Sewer & Draintile	Add 202,664	Add 53,038	Add 231,176			
UNIT PRICES:						
Unit Price 1: Excavation and removal of unsuitable soils	\$14.50	\$12.50	\$15.00			
Unit Price 2: Backfilling with Corrected Soils	\$16.80	\$25.00	\$32.00			

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A

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

All first-tier subcontractors listed on Attachment A have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. §16C.285

Authorized Signature of Owner or Officer:

Printed Name:

Matt Horkey

Matt Horkey

Title: Owner

Date: 2/2/2024

Company Name: H&H Electric LLC

ATTACHMENT A

FIRST-TIER SUBCONTRACTORS LIST

SUBMIT PRIOR TO EXECUTION OF A CONSTRUCTION CONTRACT

PROJECT TITLE: ISD #378 Parking Lot Improvements

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

First-Tier Subcontractor Names (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located
Century Fence	Forest Lake, MN 55025
DD&J Contracting Inc.	Belgrade, MN 56312
Eagle Concrete Contracting	Alexandria, MN 56308
Northland Erosion Control	Walnut Grove, MN 56180

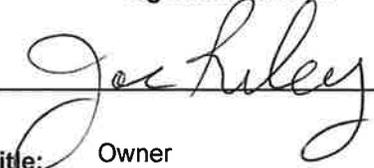
SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A

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

All first-tier subcontractors listed on Attachment A have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. §16C.285

Authorized Signature of Owner or Officer:

Printed Name:



Joe Riley

Title: Owner

Date: 2.1.24

Company Name: Joe Riley Construction, Inc.



Dawson-Boyd Swimming Pool

Originally constructed 1975



DAWSON-BOYD
BLACKJACKS
Small School. Big Opportunities.

The purpose of this presentation is to outline the current use, costs, and maintenance needs of our swimming pool.

Current Usage

01

PE classes:

- 3rd-6th grades (168 students) - 5 forty minute sessions per grade
- 7th-9th (136 students) - 8 thirty minute sessions per grade

PE:
3-6 / 13+ hours/ year
7-9 / 12 hours/year

02

ECFE:

- Target use twice monthly for six months
- Average attendance 20 students with parents
- 2 actual sessions this year

ECFE:
Plan - 12 hours
Actual to date: 6 hours

03

Community Center:

- 7 people access pool 10+ times
- 36 total people accessing (19 access only 1-2 times)
- 182 total accesses
- Health/wellness employee group - 6 people in 3 sixty minute sessions

04

Special Events:

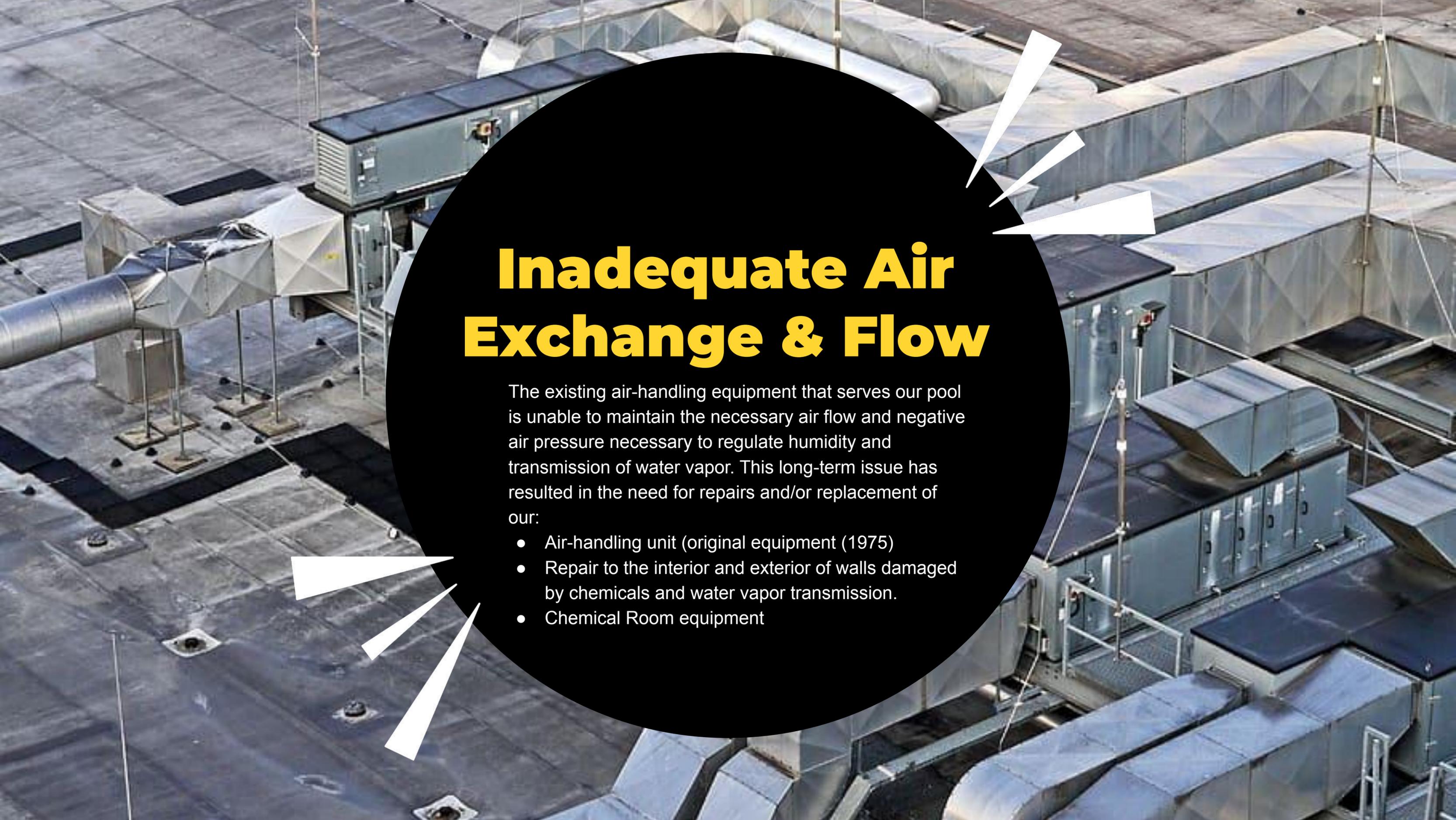
- birthday parties - 0
- lifeguard training - none this year

Operating Costs

Annual Operational Costs		
Expense	Per month	FY23
Electric	\$2,013.12	\$24,157.44
Gas	\$1,123.20	\$13,478.40
Pool chemicals	\$765.00	\$9,180.00
Custodial weekend checks	\$520.00	\$6,240.00
Insurance	\$19.17	\$230.00
	\$4,421.32	\$53,055.84

Ongoing Maintenance	Cost	Frequency	7 year total
Drain/clean pool (water cost)	\$1,162.50	every 2 years	\$4,068.75
Drain/clean pool (labor cost)	\$750.00	every 2 years	\$2,625.00
Grates	\$190.00	every 7 years	\$190.00
			\$6,883.75

Annual Operating Cost	\$53,055.84
Ongoing Maintenance / 7	\$983.39

An aerial photograph of a rooftop HVAC system. The roof is covered with various pieces of equipment, including large metal ducts, air-handling units, and exhaust stacks. A large black circle is overlaid on the center of the image, containing text. White arrow-like shapes point from the circle towards the corners of the image.

Inadequate Air Exchange & Flow

The existing air-handling equipment that serves our pool is unable to maintain the necessary air flow and negative air pressure necessary to regulate humidity and transmission of water vapor. This long-term issue has resulted in the need for repairs and/or replacement of our:

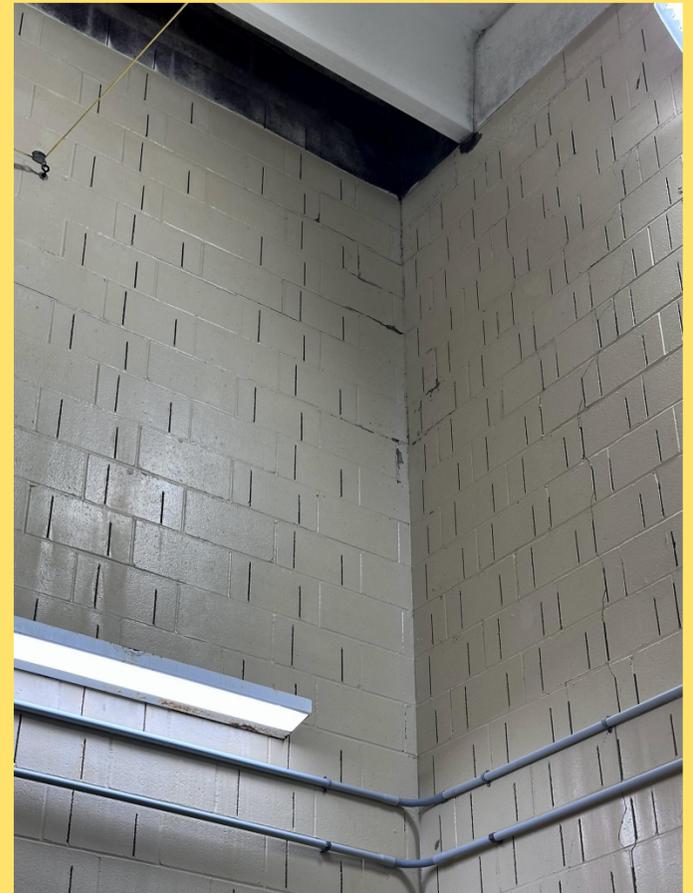
- Air-handling unit (original equipment (1975))
- Repair to the interior and exterior of walls damaged by chemicals and water vapor transmission.
- Chemical Room equipment

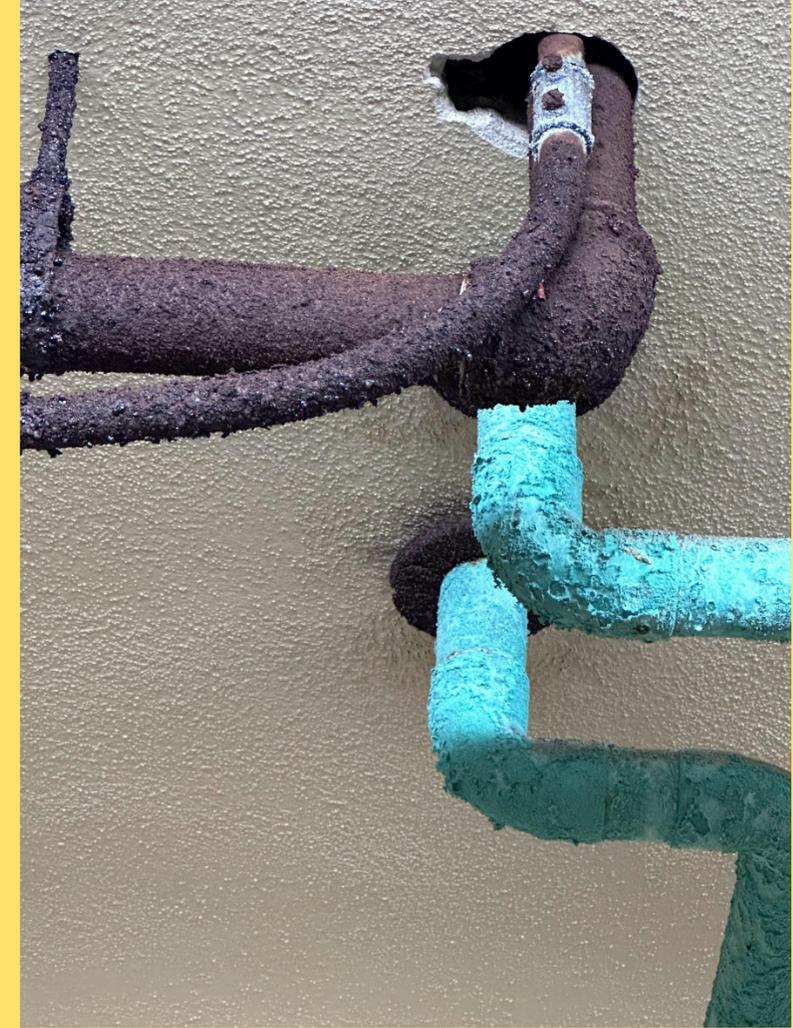
A photograph of a brick wall with a white text box overlaid on it. The wall is made of dark red bricks with light-colored mortar. The text box is white with a slight drop shadow and contains the following text:

Because the air exchange and flow are inadequate, we have moisture building in and deteriorating our walls.









Inadequate air exchange and flow also lead to the corrosion of our pool equipment.



Cracks in the bottom of the pool result in leaks and added water expense.

Repair Estimates

Option 1: Minimum Possible Repairs

(restore pool to operation without controlling for adequate air exchange)

Variable Frequency Drive	\$2,200.00
Replacement Lights (6 lights x \$759 + \$700 installation)	\$5,254.00
Drain/clean pool (water cost)	\$1,162.50
Drain/clean pool (labor cost)	\$750.00
Grates	\$190.00
Total	\$9,556.50

Repair Estimates

Current Repair Estimates (repair pool for long-term future)

Replace the existing pool air-handling equipment	\$987,000.00
Chemical and Filtration Room	\$560,000.00
Replacement Lights (6 lights x \$759 + \$700 installation)	\$5,254.00
Grates	\$190.00
Repair cracks and reskim the bottom of the pool	\$311,560.00
Repair, tuckpoint, acid wash brick and cut in expansion joints in exterior masonry	\$150,000.00
Scrape, repair and re-paint interior masonry wall	\$24,000.00+++
	\$2,038,004.00



Tonight's Question

Should we...



Minimally repair the pool to a useable condition for the remainder of the year? *This will result in further damage to our facilities.



Leave the pool empty at this time. Hold a community listening session to collect input. Revisit the issue at our March meeting.

July 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
0 Student / 0 Teacher						

August 2024						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
4 Student / 7 Teacher						

September 2024						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					
20 Student / 20 Teacher						

October 2024						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
19 Student / 20 Teacher						

November 2024						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
17 Student / 18 Teacher						

December 2024						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
15 Student / 15 Teacher						

January 2025						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
20 Student / 22 Teacher						

February 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	
18 Student / 18 Teacher						

March 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					
20 Student / 21 Teacher						

April 2025						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
19 Student / 20 Teacher						

May 2025						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
20 Student / 21 Teacher						

June 2025						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					
0 Student / 0 Teacher						

Legend

Blue- Staff Day Red- No School Yellow- Start and End Dates Green- Commencement Orange- End of Quarter Pink- Conferences Gold- Homecoming
 Purple- Para Workshop Teal- New Teacher Orientation Lime - Para Training Grey - 2 hour late start

Important Dates

Aug 14 – Para Inservice Aug 15 – New Teacher Orientation Aug 20, 21, 22 – Teacher Inservice Open House 5:30 – 7:30PM Aug 26 – First Day of School Aug 30 – NO SCHOOL Sept 2 – NO SCHOOL Sept 18 – 2 hour late start (Teacher PD) Sept 27 - Homecoming Oct 14 – Conferences (3:30-7:30PM) Oct 15 – Conferences (7:30AM – 7:30PM) NO SCHOOL Oct 16 – MRVED Inservice – NO SCHOOL Oct 17, 18 – MEA NO SCHOOL Oct 31 – End of Quarter 1 (43 days) Nov 1 – Teacher Inservice – NO SCHOOL Nov 20 – 2 hour late start (Teacher PD)	Nov 27, 28, 29 – NO SCHOOL Dec 18 – 2 hour late start (Teacher PD) Dec 23 – 27, 30, 31 – NO SCHOOL Jan 1 – NO SCHOOL Jan 2 – School Resumes Jan 15 – 2 hour late start (Teacher PD) Jan 16 – End of Quarter 2 (43 days) Jan 17 – Teacher Inservice – NO SCHOOL Jan 20 – MRVED Common Inservice – NO SCHOOL Feb 14 – NO SCHOOL Feb 17 – NO SCHOOL Feb 19 - 2 hour late start (Teacher PD) Mar 19 - 2 hour late start (Teacher PD) Mar 20 – End of Quarter 3 (41 days) Mar 21 – Teacher Inservice – NO SCHOOL Mar 25 – Conferences (3:30PM – 7:30PM)	Apr 16 - 2 hour late start (Teacher PD) Apr 17 – MRVED Common Inservice – NO SCHOOL Apr 18 – NO SCHOOL Apr 21 – NO SCHOOL May 21 - 2 hour late start (Teacher PD) May 25 – Commencement, 2:30PM May 26 – No School May 29 – Last Day of School (End of Quarter 4, 43 days) May 30 – Teacher Inservice – NO SCHOOL Student Days = 172 Days Teacher Days = 10 Days Conferences = 2 Days Total = 184 Days
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Independent School District No. 378
Dawson-Boyd Public Schools

FUNDRAISER APPLICATION

Today's Date: 1/19/24

Person Completing Form: Nichole Andrews

Organization Represented: Robotics Booster Club

Describe Fundraiser Activity: [i.e. varsity hockey team selling candy door-to-door]

open house + meal

Start Date & End Date: 3/15/24

Estimated Revenue From Activity: \$ 2000

Who Will Collect/Receipt Revenue: Loral Webster

How Will Revenue Be Used: competition fees, equipment

Who Makes Decisions On How Revenue Will Be Disbursed: Robotics Booster Club.

Nichole Andrews

Signature of Advisor / or /
Organization Representative

► For Office Use Only ◀
► Fundraiser ◀
► _____ Authorized ◀
► _____ Not Authorized ◀

Independent School District No. 378
Dawson-Boyd Public Schools

FUNDRAISER APPLICATION

Today's Date: 2-2-24

Person Completing Form: Rhonda Olson Nelson / Elissa Ward

Organization Represented: Spanish Club / Costa Rica

Describe Fundraiser Activity: [i.e. varsity hockey team selling candy door-to-door] Selling Walking Tacos in addition to working the concession stand. (Separate table/space)

Start Date & End Date: 2-21-24 (Dodgeball)

Estimated Revenue From Activity: Rough guess 400⁰⁰

Who Will Collect/Receipt Revenue: Elissa Ward / Nicole Andrews

How Will Revenue Be Used: transportation / chaperone Costs

Who Makes Decisions On How Revenue Will Be Disbursed: Elissa Ward / Nicole Andrews

Rhonda Nelson
Signature of Advisor / or /
Organization Representative

► For Office Use Only ◀
► Fundraiser ◀
► _____ Authorized ◀
_____ Not Authorized

Independent School District No. 378
Dawson-Boyd Public Schools

FUNDRAISER APPLICATION

Today's Date:

2/5/24

Person Completing Form:

Nichole Andrews

Organization Represented:

Spanish Club | Costa Rica

Describe Fundraiser Activity: [i.e. varsity hockey team selling candy door-to-door]

50/50 raffle and half-court shot contest

Start Date & End Date:

2/13/24 BBB

Estimated Revenue From Activity:

\$ 250.00

Who Will Collect/Receipt Revenue:

Elissa Christianson

How Will Revenue Be Used:

transportation costs to airport

Who Makes Decisions On How Revenue Will Be Disbursed:

Spanish Club | Elissa Christianson

Nichole Andrews
Signature of Advisor / or /
Organization Representative

► For Office Use Only ◀
► Fundraiser ◀
► _____ Authorized ◀
► _____ Not Authorized ◀

Independent School District No. 378
Dawson-Boyd Public Schools

FUNDRAISER APPLICATION

Today's Date: 2/5/24

Person Completing Form: Nichole Andrews

Organization Represented: Spanish Club

Describe Fundraiser Activity: [i.e. varsity hockey team selling candy door-to-door]

50/50 Raffle & half court shot contest

Start Date & End Date: 2/20/24 BBB

Estimated Revenue From Activity: \$250-

Who Will Collect/Receipt Revenue: Elissa Christianson

How Will Revenue Be Used: transportation costs

Who Makes Decisions On How Revenue Will Be Disbursed: Spanish Club/ Elissa Christianson

Nichole Andrews
Signature of Advisor / or /
Organization Representative

► For Office Use Only ◀
► Fundraiser ◀
► _____ Authorized ◀
► _____ Not Authorized ◀

Independent School District No. 378
Dawson-Boyd Public Schools

FUNDRAISER APPLICATION

Today's Date:

02/07/24

Person Completing Form:

Elissa (Christensen) Ward

Organization Represented:

Spanish Club Costa Rica Trip

Describe Fundraiser Activity: [i.e. varsity hockey team selling candy door-to-door]

Super Smash Bros Tournament

Start Date & End Date:

March 16th

Estimated Revenue From Activity:

\$500

Who Will Collect/Receipt Revenue:

Elissa (Christensen) Ward

How Will Revenue Be Used:

Busing Costs to MSP & back

Who Makes Decisions On How Revenue Will Be Disbursed:

Elissa (Christensen) Ward


Signature of Advisor / or /
Organization Representative

► For Office Use Only ◀
► Fundraiser ◀
► _____ Authorized ◀
► _____ Not Authorized ◀

Adopted: _____

MSBA/MASA Model Policy 714

Orig. 2011

Revised: _____

Rev. 2022

714 FUND BALANCES

[Note: The provisions of this policy include the provisions of Statement No. 54 of the Governmental Accounting Standards Board (GASB).]

I. PURPOSE

The purpose of this policy is to create new fund balance classifications to allow for more useful fund balance reporting and for compliance with the reporting guidelines specified in Statement No. 54 of the Governmental Accounting Standards Board (GASB).

II. GENERAL STATEMENT OF POLICY

The policy of this school district is to comply with GASB Statement No. 54. To the extent a specific conflict occurs between this policy and the provisions of GASB Statement No. 54, the GASB Statement shall prevail.

III. DEFINITIONS

- A. "Assigned" fund balance amounts are comprised of unrestricted funds constrained by the school district's intent that they be used for specific purposes, but that do not meet the criteria to be classified as restricted or committed. In funds other than the general fund, the assigned fund balance represents the remaining amount that is not restricted or committed. The assigned fund balance category will cover the portion of a fund balance that reflects the school district's intended use of those resources. The action to assign a fund balance may be taken after the end of the fiscal year. An assigned fund balance cannot be a negative number.
- B. "Committed" fund balance amounts are comprised of unrestricted funds used for specific purposes pursuant to constraints imposed by formal action of the school board and that remain binding unless removed by the school board by subsequent formal action. The formal action to commit a fund balance must occur prior to fiscal year end; however, the specific amounts actually committed can be determined in the subsequent fiscal year. A committed fund balance cannot be a negative number.
- C. "Enabling legislation" means legislation that authorizes a school district to assess, levy, charge, or otherwise mandate payment of resources from external providers and includes a legally enforceable requirement that those resources be used only for the specific purposes listed in the legislation.
- D. "Fund balance" means the arithmetic difference between the assets and liabilities reported in a school district fund.
- E. "Nonspendable" fund balance amounts are comprised of funds that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact. They include items that are inherently unspendable, such as, but not limited to, inventories, prepaid items, long-term receivables, non-financial assets held for resale, or the permanent principal of endowment funds.
- F. "Restricted" fund balance amounts are comprised of funds that have legally enforceable constraints placed on their use that either are externally imposed by resource providers or creditors (such as through debt covenants), grantors, contributors, voters, or laws or regulations of other governments, or are imposed by law through constitutional provisions or enabling legislation.

- G. "Unassigned" fund balance amounts are the residual amounts in the general fund not reported in any other classification. Unassigned amounts in the general fund are technically available for expenditure for any purpose. The general fund is the only fund that can report a positive unassigned fund balance. Other funds would report a negative unassigned fund balance should the total of nonspendable, restricted, and committed fund balances exceed the total net resources of that fund.
- H. "Unrestricted" fund balance is the amount of fund balance left after determining both nonspendable and restricted net resources. This amount can be determined by adding the committed, assigned, and unassigned fund balances.

IV. CLASSIFICATION OF FUND BALANCES

The school district shall classify its fund balances in its various funds in one or more of the following five classifications: nonspendable, restricted, committed, assigned, and unassigned.

V. MINIMUM FUND BALANCE

The school district will strive to maintain a minimum unassigned general fund balance of two (2) months of operating expenses.

VI. ORDER OF RESOURCE USE

If resources from more than one fund balance classification could be spent, the school district will strive to spend resources from fund balance classifications in the following order (first to last): restricted, committed, assigned, and unassigned.

[Note: The school board determines this order.]

VII. COMMITTING FUND BALANCE

A majority vote of the school board is required to commit a fund balance to a specific purpose and subsequently to remove or change any constraint so adopted by the board.

VIII. ASSIGNING FUND BALANCE

The school board, by majority vote, may assign fund balances to be used for specific purposes when appropriate. The board also delegates the power to assign fund balances to the following: Superintendent. Assignments so made shall be reported to the school board on a monthly basis, either separately or as part of ongoing reporting by the assigning party if other than the school board.

An appropriation of an existing fund balance to eliminate a projected budgetary deficit in the subsequent year's budget in an amount no greater than the projected excess of expected expenditures over expected revenues satisfies the criteria to be classified as an assignment of fund balance.

IX. REVIEW

The school board will conduct an annual review of the sufficiency of the minimum unassigned general fund balance level.

Legal References: Statement No. 54 of the Governmental Accounting Standards Board

Cross References: None