

SUPERINTENDENT'S REPORT AND AGENDA

Regular Meeting of the Board of Education
Independent School District No. 280, Richfield, Minnesota

Richfield Public Schools *inspires* and *empowers* each individual to learn, grow and *excel*

Monday, February 3, 2020
7:00 pm School Board Meeting
District Board Room

- I. CALL TO ORDER
- II. REVIEW AND APPROVAL OF THE AGENDA
- III. INFORMATION AND PROPOSALS -- NON-ACTION ITEMS
 - A. Superintendent Update
 - 1. Richfield STEM School Presentation
 - 2. Vision Card D
 - 3. YTD Budget & Actual as of December 31, 2019
- IV. CONSENT AGENDA
 - A. Routine Matters
 - 1. Minutes of the regular meeting held January 21, 2020
 - 2. General Disbursements as of January 29, 2020 for \$5,390,508.54
 - 3. Investment Holdings as of January 27, 2020
 - B. Personnel Items
- V. OLD BUSINESS
 - A. RDLS Change Orders #11, #12, #13, #14
 - B. RHS Change Order #13
 - C. RSTEM Change Orders #14, #15, #16, #17
 - D. Policy 112, 112.1 and 112.2 Administrative Guidelines - Wellness-Nutrition Services Operations and Meal Charges
 - E. Policy 546 Use of Peace Officers and Crisis Teams to Remove Students with IEP's from School Grounds

F. Represent A School Assignments

G. 2020 Board Liaison Assignments

VI. NEW BUSINESS

A. Bid Award - Sheridan Hills Elementary School – 2019 Additions & Renovations

B. Website Vendor Agreement - Finals site

C. Donations

VII. ADVANCE PLANNING

A. Legislative Update

B. Information and Questions from Board

C. Future Meeting Dates

2-18-20	Tuesday	7:00 p.m.	Regular Board Meeting – Public Comment Student Presentations for District Improvement
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3-2-20		7:00 p.m.	Regular Board Meeting RHS Presenting
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D. Suggested/Future Agenda Items

VIII. ADJOURN REGULAR MEETING

Enriching and accelerating learning



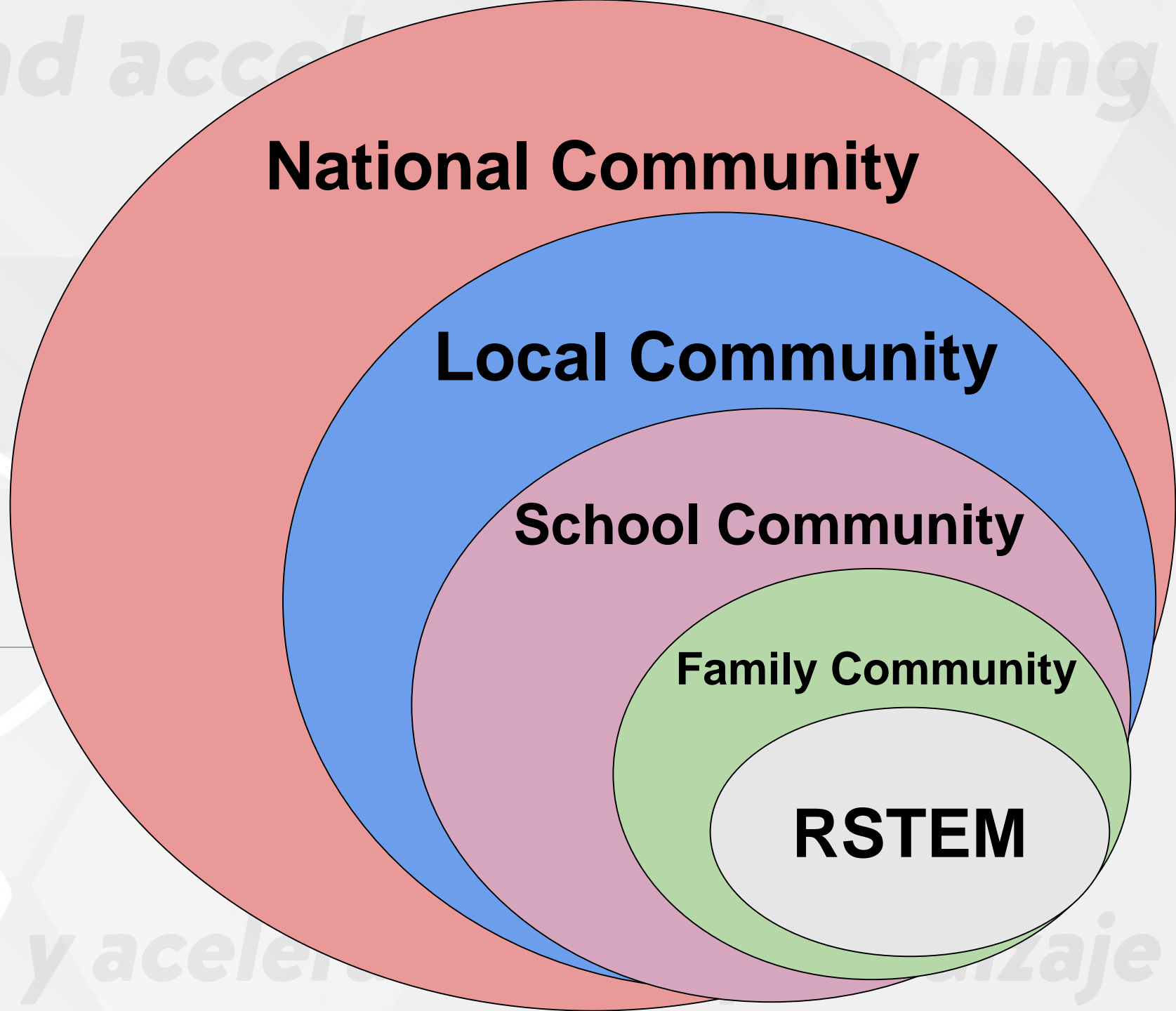
Richfield STEM Elementary

School Board Presentation
Principal Amy Winter

February 3, 2020

Enriqueciendo y acelerando el aprendizaje

**RSTEM
Partnerships**



Guests:

- Marissa Siltberg - Current PTO President
 - Katie Sanders - Upper Room Representative
 - Jose Salgado - Family Outreach Worker
-

Enriching and accelerating learning

Family Community

Family Community

RSTEM

Enriqueciendo y acelerando el aprendizaje

- **PTO**

- Culver's fundraiser
- Vendor Fair - Silent Auction fundraiser
- Scholastic Book Fair
- Spartacular Carnival
- Copying
- Monetary donations for classroom supplies
- Parents volunteer to read in classrooms
- Field trip coverage and support
- Clothing store
- School supply closet
- Supplies for Specialists
- Yearbooks
- School wide t-shirts



accelerating



PTO
+
Richfield Optimist
+
RSTEM

Enriqueciendo y acelerando





Family Connections
+
2nd Grade Student
+
STEM



Enriqueciendo y acelerando el aprendizaje

Enriching and accelerating learning

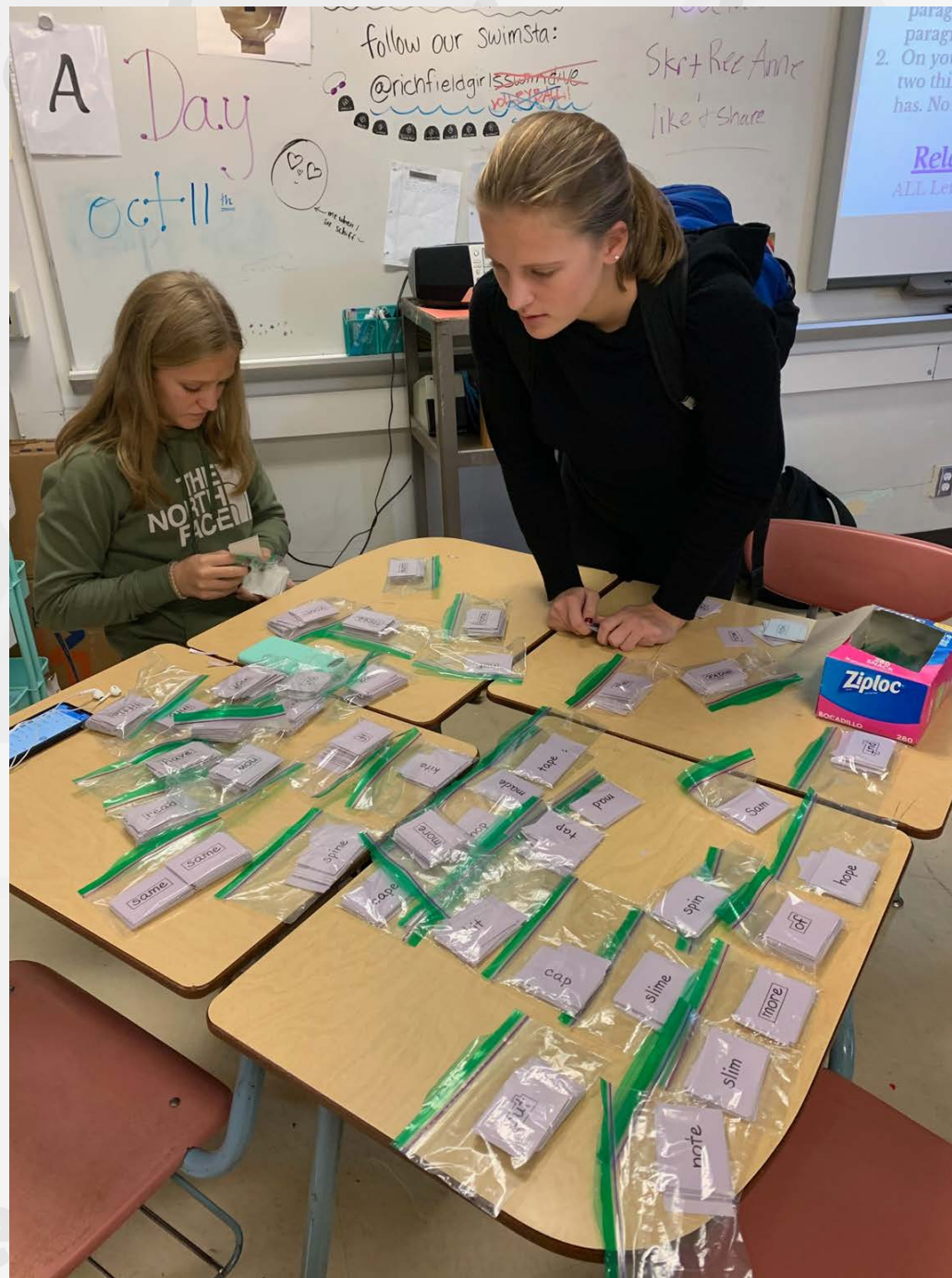
School Community

School Community

RSTEM

Enriqueciendo y acelerando el aprendizaje

- Richfield High School National Honor Society-
Phonics Volunteers
- Richfield High School Seniors - Youth Frontiers
Kindness Retreat
- Richfield High School Volunteers - help moving,
evening school events
- Richfield Middle School - Specialist Night volunteers
- Retired Teacher - Eileen Leo volunteer



Richfield High School + **National Honor Society**

RSTEM

Former Richfield Speech Pathologist and Reading Recovery Teacher



Enriching and accelerating learning



Local Community

Local Community

RSTEM

Enriqueciendo y acelerando el aprendizaje

- Firefighter's Union - Operation Warm
- Rotary Club - Mitten Give Away
- Honda - WOW Room supplies
- Upper Room - Food distribution, staff meals, monetary donation.
- Woodlake Nature Center - Environmental education
- Assistance League - Lego League donation/Supplies/Hygiene

Operation Warm

Richfield Fire Local
1215 IAFF

+

RSTEM



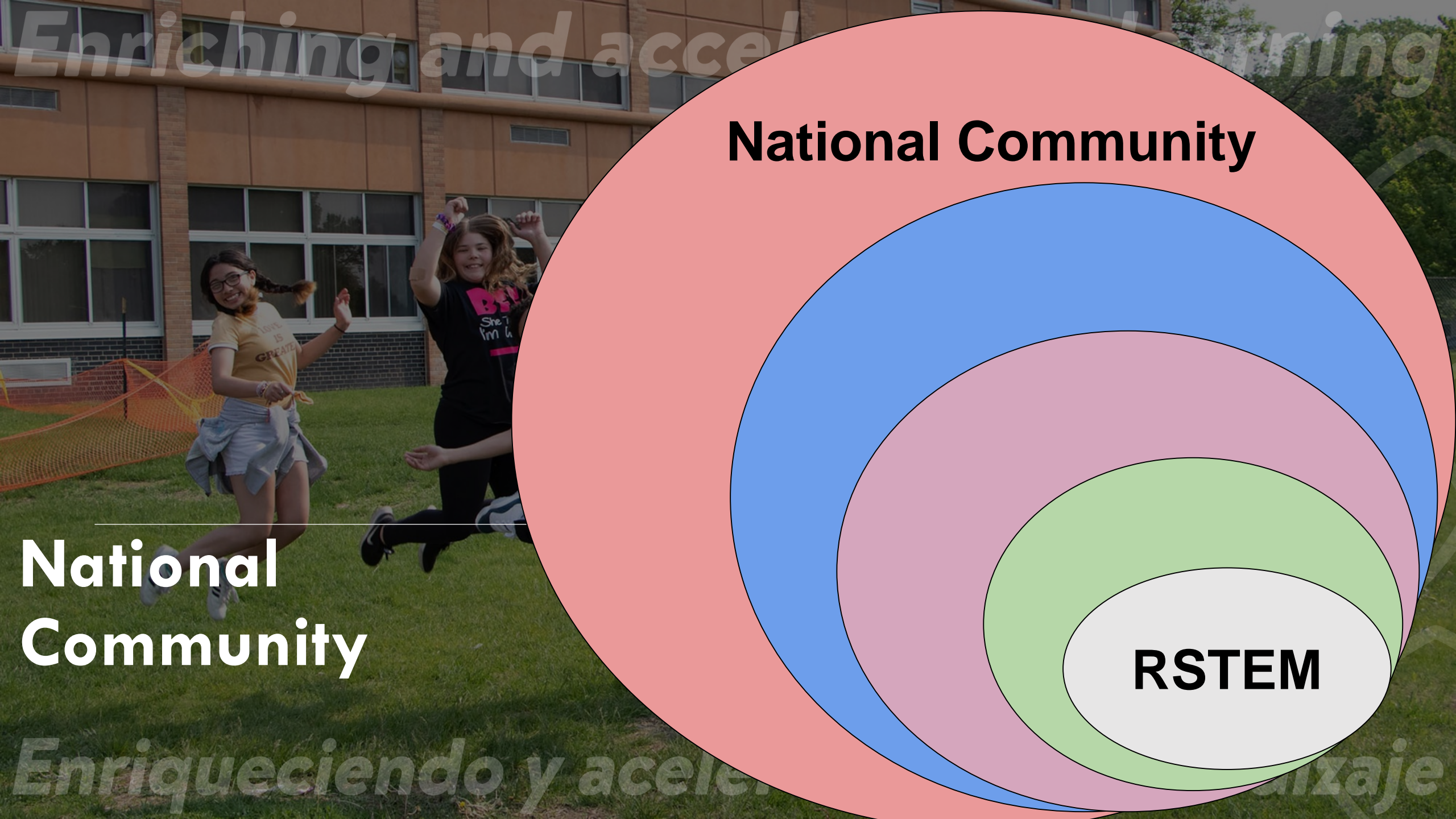
y acelerando el aprendizaje

Woodlake Nature Center

Woodlake
+
RSTEM Families
+
RSTEM Staff



Enriqueciendo el aprendizaje



Enriching and accelerating learning

National Community

**National
Community**

Enriqueciendo y acelerando el aprendizaje

RSTEM



- Reading Corp
- Week of Coding
- University of Minnesota
 - InSciEd Out
 - Fourth grade science field trip
 - First grade science field trip
 - Reading Comprehension Project
- Big River Journey- Mississippi Park Connection, 3M Foundation, Ecolab Foundation, David Winton Bell Foundation, the National Park Foundation and XCEL Energy



learning



U of MN

+

Mayo Clinic

+

RSTEM

Enriqueciendo y acelerando

Enriching and ac

Week of Code



Enriqueciendo y acelerando el aprendizaje

Enriching and accelerating learning



RICHFIELD
PUBLIC SCHOOLS

Thank you

Enriqueciendo y acelerando el aprendizaje

Enriching and accelerating learning



Vision Cards

Reporting Our Progress

School Board Meeting

February 3, 2020

Enriqueciendo y acelerando el aprendizaje

What is a Vision Card?

- **A way of reporting progress** on our strategic plan strategies, goals, actions and activities
- **A public accountability system**
- **A way to remain focused** on our top priorities

What Vision Cards are there?

There is one card for each strategic plan strategy and one additional student achievement measures card:

Vision Card A: We will provide challenging, relevant and engaging educational opportunities for all students that will increase learning

Vision Card B: We will positively promote Richfield Public Schools

Vision Card C: We will provide a welcoming, healthy, supportive, safe and caring environment

Vision Card D: We will acquire and align human, financial, operational and technology resources to maximize organizational goals

Vision Card B 2018-2019



RICHFIELD
PUBLIC SCHOOLS

VISION CARD B

Positively promote RPS to enhance engagement, recruitment and retention of students, families and staff



**Total number of
new PreK-12 student
applications to
district**

**Level
3.0**



**Annual
overall
retention of
students**

**Level
3.9**



**Parents reporting on
survey that they would
recommend RPS to
other families**

**Level
2.7**



**Stakeholders reporting
on survey that RPS is
promoted in a positive
manner**

**Level
1.0**



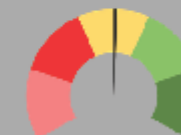
**Participation in extra-
curricular activities**

**Level
3.4**



**Participation in
Community Education
activities (outside of
school time)**

**Level
3.5**



Vision Card B 2019-2020



RICHFIELD
PUBLIC SCHOOLS

VISION CARD B
2019-2020

**Positively promote RPS to enhance engagement,
recruitment and retention of students, families and staff**



- Level 1 INTERVENTION (1.0 - 1.9)
- Level 2 HIGH CONCERN (2.0 - 2.9)
- Level 3 BASELINE (3.0 - 3.9)
- Level 4 PROGRESSING (4.0 - 4.9)
- Level 5 VISION (5.0 - 5.9)



Total number of new
PreK-12 student
applications to
district (Jun 1-Aug 31)

Level
5.9



Annual
overall
retention of
students

Level
4.5



Parents reporting on
survey that they would
recommend RPS to
other families

Level
3.8



Stakeholders reporting
on survey that RPS is
promoted in a positive
manner

Level
2.3



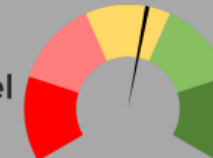
Participation in extra-
curricular activities

Level
4.0



Participation in
Community Education
activities (outside of
school time)

Level
3.7



Vision Card D 2018-2019



RICHFIELD
PUBLIC SCHOOLS

VISION CARD D

Acquire and align human, financial, operational and technology resources to maximize organization goal



- Level 1 INTERVENTION (1.0 - 1.9)
- Level 2 HIGH CONCERN (2.0 - 2.9)
- Level 3 BASELINE (3.0 - 3.9)
- Level 4 PROGRESSING (4.0 - 4.9)
- Level 5 VISION (5.0 - 5.9)

New teachers
scoring above 50%
proficient on
domains observed

 **Level 3.5**



On-time
completion of
teacher evals for
on-cycle teachers

 **Level 4.5**



On-time
completion of
classified evals for
on-cycle paras,
clerical & nutrition
staff

 **Level 4.0**



Amount of waste
generated vs.
recycling

 **Level NA**

NA - Development of
measure in process -
not currently
being measured

Unassigned GF
fund balance as
percent of district
expenditures

 **Level 4.5**



Budget accurately
represents
revenue and
expenditures

 **Level 5.9***



*Increase vision for future

Average ratio of 2-1
mobile devices for
PreK-5 as
percentage of
enrollment

 **Level 5.3**



Average ratio of 1-1
mobile devices for
Grades 6-12 as
percentage of
enrollment

 **Level 5.9***



*Increase vision for future

Vision Card D 2019-2020



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VISION CARD D
2019-2020

Acquire and align human, financial, operational and technology resources to maximize organization goal

R
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- Level 1 INTERVENTION (1.0 - 1.9)
Level 2 HIGH CONCERN (2.0 - 2.9)
Level 3 BASELINE (3.0 - 3.9)
Level 4 PROGRESSING (4.0 - 4.9)
Level 5 VISION (5.0 - 5.9)

New teachers
scoring above 50%
proficient on
domains observed

 **Level 3.6**



On-time
completion of
teacher evals for
on-cycle teachers

 **Level 5.0**



On-time
completion of
classified evals for
on-cycle paras,
clerical & nutrition
staff

 **Level 3.7**



Amount of waste
generated vs.
recycling

 **Level 5.0**



Unassigned GF
fund balance as
percent of district
expenditures

 **Level 5.5**



Budget accurately
represents
revenue and
expenditures

 **Level 6.0**



Average ratio of 2-1
mobile devices for
PreK-5 as
percentage of
enrollment

 **Level 6.0**



Average ratio of 1-1
mobile devices for
Grades 6-12 as
percentage of
enrollment

 **Level 6.0**



Vision Card D - Data



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PUBLIC SCHOOLS

VISION CARD D: Acquire and align human, financial, operational and technology resources to maximize organization goal											
Item	Measure	Level 1	Level 2	Level 3	Level 4	Level 5	Person	2018	2018	2019	2019
1	New teachers scoring above 50% proficient on domains observed	<70%	70-76.99%	77-83.99%	84-91.99%	92% or more	Brenda Nielsen	80.77%	3.5	81.42%	3.6
2	On-time completion of teacher evals for on-cycle teachers	<90%	90-93.99%	94-95.99%	96-97.99%	98% or more	Brenda Nielsen	97%	4.5	98%	5.0
3	On-time completion of classified evals for on-cycle paras, clerical & nutrition staff	<80%	80-85.99%	86-91.99%	92-97.99%	98% or more	Brenda Nielsen	92%	4.0	90%	3.7
4	Amount of waste generated vs. recycling (current school waste diverted to other stream)	10-14%	15-24%	25-34%	35-39%	40% or more	Dan Kretsinger	28%	3.4	41%	5.0
5	Unassigned GF fund balance as percent of district expenditures	<3%	3-3.99%	4-4.99%	5-5.99%	6-8%	Jim Gilligan	5.49%	4.5	7.07%	5.5
6	Budget accurately represents revenue and expenditures	>4.5%	3.5-4.49%	2.75-3.49%	2.0-2.74%	<1.99%	Jim Gilligan	.2 REV & .7 EXP	5.9*	.35 REV & 3.11 EXP	6.0*
7	Average ratio of 2-1 mobile devices for PreK-5 as percentage of enrollment	10-19%	20-29%	30-39%	40-49%	50% or more	Cory Klinge	53.4%	5.3*	71%	6.0*
8	Average ratio of 1-1 mobile devices for Grades 6-12 as percentage of enrollment	20-39%	40-59%	60-79%	80-95%	95% or more	Cory Klinge	100%	5.9*	106%	6.0*
								* increase vision for future			
	PRESENTED TO SCHOOL BOARD:										
	10/15/18										
	02/03/20										

Questions/Comments





REVENUE

REVENUE CATEGORIES	June 30, 2018	June 30, 2019	Adopted Budget	YTD December 31, 2019	Encumb YTD	Budget Remaining	YTD December 31, 2019 % of Budget Received	YTD December 31, 2018 % of Actuals Received	YTD December 31, 2017 % of Actuals Received	YTD December 31, 2018	YTD December 31, 2017
STATE	46,142,115	46,183,093	44,607,274	11,928,423	-	32,678,851	26.7%	26.2%	28.0%	12,112,759	12,935,714
FEDERAL	2,251,486	2,098,367	2,517,148	(2,400)	-	2,519,548	-0.1%	38.3%	0.0%	802,722	(86)
PROPERTY TAXES	13,100,376	16,524,053	18,205,157	17,904,329	-	300,828	98.3%	48.3%	45.9%	7,983,435	6,011,738
LOCAL (FEES, INTEREST, ETC.)	1,593,961	1,617,985	1,313,443	674,831	-	638,612	51.4%	36.4%	36.0%	588,754	573,030
TOTALS	63,087,938	66,423,498	66,643,022	30,505,183	-	36,137,839	45.8%	32.3%	30.9%	21,487,670	19,520,396

EXPENDITURES

OBJECT SERIES	June 30, 2018	June 30, 2019	Adopted Budget	YTD December 31, 2019	Encumb YTD	Budget Remaining	YTD December 31, 2019 % of Budget Expended	YTD December 31, 2018 % of Actuals Expended	YTD December 31, 2017 % of Actuals Expended	YTD December 31, 2018	YTD December 31, 2017
SALARIES & WAGES	35,160,099	37,176,269	37,899,182	13,865,046	-	24,034,136	36.6%	37.9%	37.0%	14,078,597	13,007,505
EMPLOYEE BENEFITS	12,323,981	13,518,960	13,639,093	5,565,739	-	8,073,354	40.8%	39.4%	42.8%	5,326,103	5,278,745
PURCHASED SERVICES	9,046,327	8,172,079	9,210,948	3,477,439	-	5,733,509	37.8%	42.2%	41.6%	3,447,737	3,762,912
SUPPLIES	2,237,813	2,527,483	3,555,249	1,417,117	-	2,138,132	39.9%	48.2%	42.5%	1,218,071	951,821
EQUIPMENT	2,319,661	2,581,571	1,971,269	1,871,429	-	99,840	94.9%	77.3%	72.4%	1,995,496	1,680,145
DEBT SERVICE	-	-	-	-	-	-	0.0%	0.0%	0.0%	-	-
OTHER EXPENDITURES	401,293	315,303	136,930	72,011	-	64,919	52.6%	23.8%	17.5%	74,972	70,348
TOTALS	61,489,173	64,291,665	66,412,671	26,268,781	-	40,143,890	39.6%	40.7%	40.3%	26,140,976	24,751,476

PROGRAM SERIES

PROGRAM SERIES	June 30, 2018	June 30, 2019	Adopted Budget	YTD December 31, 2019	Encumb YTD	Budget Remaining	YTD December 31, 2019 % of Budget Expended	YTD December 31, 2018 % of Actuals Expended	YTD December 31, 2017 % of Actuals Expended	YTD December 31, 2018	YTD December 31, 2017
SITE ADMINISTRATION	1,869,485	1,853,501	1,914,365	1,002,480	-	911,885	52.4%	49.4%	48.8%	915,403	912,004
DISTRICT ADMINISTRATION	821,301	836,390	860,810	414,063	-	446,747	48.1%	49.6%	51.0%	414,768	418,587
SUPPORT SERVICES	2,282,535	2,138,022	2,048,377	1,298,052	-	750,325	63.4%	57.1%	61.1%	1,221,444	1,394,511
REGULAR INSTRUCTION	25,535,479	27,939,635	27,910,903	9,802,224	-	18,108,679	35.1%	34.8%	35.8%	9,727,071	9,132,405
EXTRA-CURRICULAR ACTIVITES	1,166,534	1,240,925	1,470,260	526,463	-	943,797	35.8%	40.3%	39.2%	500,251	457,771
VOCATIONAL INSTRUCTION	439,097	473,959	452,315	155,579	-	296,736	34.4%	33.7%	26.0%	159,818	114,374
SPECIAL EDUCATION	11,823,369	12,130,842	12,829,441	4,491,217	-	8,338,224	35.0%	37.0%	36.3%	4,488,004	4,288,276
INSTRUCTIONAL SUPPORT	4,179,137	4,549,255	5,011,990	2,891,091	-	2,120,899	57.7%	64.5%	57.0%	2,933,208	2,383,191
PUPIL SUPPORT SERVICES	6,071,235	6,291,515	6,653,562	2,840,256	-	3,813,306	42.7%	41.2%	36.6%	2,593,609	2,222,690
FACILITIES	7,067,161	6,614,346	6,985,648	2,619,702	-	4,365,946	37.5%	44.8%	43.9%	2,964,125	3,105,202
OTHER FINANCING USES	233,841	223,275	275,000	227,654	-	47,346	82.8%	100.0%	137.9%	223,275	ppd: Finance 222,465
TOTALS	61,489,173	64,291,665	66,412,671	26,268,781	-	40,143,890	39.6%	40.7%	40.3%	26,140,976	24,751,476



ACTIVITY - OTHER FUNDS							YTD December 31, 2019	YTD December 31, 2018	YTD December 31, 2017		
REVENUE	June 30, 2018	June 30, 2019	Adopted Budget	YTD December 31, 2019	Encumb YTD	Budget Remaining	% of Budget Received	% of Actuals Received	% of Actuals Received	YTD December 31, 2018	YTD December 31, 2017
FOOD SERVICE	2,768,890	2,838,335	2,838,000	943,450	-	1,894,550	33.2%	36.6%	35.1%	1,039,652	971,577
COMMUNITY EDUCATION	2,155,483	1,942,646	2,173,728	1,063,844	-	1,109,884	48.9%	35.1%	38.0%	682,092	819,461
CONSTRUCTION FUND	120,108,147	3,044,448	1,000,000	(545,391)	-	1,545,391	-54.5%	15.1%	0.0%	459,788	-
DEBT SERVICE	4,146,088	8,713,849	8,502,284	8,402,710	-	99,574	98.8%	51.3%	43.5%	4,467,029	1,802,701
TRUST	60,368	48,199	46,500	39,904	-	6,596	85.8%	74.7%	79.1%	36,018	47,774
INTERNAL SERVICE - HEALTH INS.	6,797,915	7,314,681	6,790,000	2,701,512	-	4,088,488	39.8%	34.8%	40.7%	2,544,072	2,766,807
INTERNAL SERVICE - DENTAL INS.	505,962	534,362	519,750	201,976	-	317,774	38.9%	35.0%	38.3%	186,984	193,578
OPEB - IRREVOCABLE TRUST	115,612	203,285	150,000	(98,580)	-	248,580	-65.7%	34.0%	-70.5%	69,105	(81,511)
OPEB DEBT SERVICE	989,701	786,209	818,323	809,370	-	8,953	98.9%	22.8%	45.8%	179,104	453,177
							YTD December 31, 2019	YTD December 31, 2018	YTD December 31, 2017		
EXPENDITURES	June 30, 2018	June 30, 2019	Adopted Budget	YTD December 31, 2019	Encumb YTD	Budget Remaining	% of Budget Received	% of Actuals Received	% of Actuals Received	YTD December 31, 2018	YTD December 31, 2017
FOOD SERVICE	2,694,977	2,736,818	2,592,341	1,275,595	-	1,316,746	49.2%	42.8%	40.8%	1,170,620	1,100,329
COMMUNITY EDUCATION	1,691,956	1,888,985	2,168,010	848,110	-	1,319,900	39.1%	41.1%	39.6%	776,370	670,808
CONSTRUCTION FUND	2,689,537	13,650,859	52,983,255	32,807,939	-	20,175,316	61.9%	17.2%	0.0%	2,352,058	-
DEBT SERVICE	10,535,851	7,967,443	8,105,038	2,453,469	-	5,651,569	30.3%	27.0%	4.0%	2,150,149	419,544
TRUST	48,713	41,908	46,500	47,551	-	(1,051)	102.3%	101.6%	96.8%	42,584	47,150
INTERNAL SERVICE - HEALTH INS.	5,739,072	6,941,796	6,757,020	3,496,344	-	3,260,676	51.7%	51.3%	50.3%	3,562,947	2,886,873
INTERNAL SERVICE - DENTAL INS.	518,742	529,293	539,049	256,242	-	282,807	47.5%	49.6%	44.4%	262,577	230,413
OPEB - IRREVOCABLE TRUST	917,335	498,893	735,250	-	-	735,250	0.0%	0.0%	0.0%	-	-
OPEB DEBT SERVICE	1,023,142	789,125	783,000	204,250	-	578,750	26.1%	26.6%	20.7%	209,800	212,258
SUMMARY - ALL FUNDS							YTD December 31, 2019	YTD December 31, 2018	YTD December 31, 2017		
SUMMARY	June 30, 2018	June 30, 2019	Adopted Budget	YTD December 31, 2019	Encumb YTD	Budget Remaining	% of Budget Received	% of Actuals Received	% of Actuals Received	YTD December 31, 2018	YTD December 31, 2017
REVENUE	200,736,105	91,849,511	89,481,607	44,023,978	-	45,457,629	49.2%	33.9%	13.2%	31,151,514	26,493,960
EXPENDITURES	87,348,498	99,336,785	141,122,134	67,658,281	-	73,463,853	47.9%	36.9%	37.4%	36,668,081	32,670,909
SPENDING VARIANCE	113,387,607	(7,487,275)	(51,640,527)	(23,634,303)	-	(28,006,224)	45.8%	73.7%	-5.4%	(5,516,567)	(6,176,949)

FUND	CHECK	DATE	VENDOR	TYPE	TOTAL
01	296322	01/06/2020	SUSAN NIKONSUK	R	50.00
01	296323	01/08/2020	ACOSTA MICHAEL FREDERICK	R	79.00
01	296324	01/08/2020	ARAMARK	R	155.94
01	296325	01/08/2020	ARREYA DIGITAL SIGNAGE SUITE	R	2,682.00
01	296326	01/08/2020	ARTEDUTC LLC	R	2,334.00
01	296327	01/08/2020	BARNES & NOBLE BOOK	R	433.15
01	296328	01/08/2020	BATTERIES R US	R	11,654.30
01	296329	01/08/2020	BEN FRANKLIN ELECTRIC INC	R	440.00
01	296330	01/08/2020	BERG JASON	R	79.00
01	296331	01/08/2020	BOWERS CHRISTOPHER	R	20.00
01	296332	01/08/2020	BRAMBILLA'S LEASE SYSTEMS, INC	R	2,161.00
01	296333	01/08/2020	BUMGARNER TERRY	R	77.00
01	296334	01/08/2020	CARQUEST AUTO PARTS	R	1,027.71
01	296335	01/08/2020	CDW GOVERNMENT INC	R	1,971.25
01	296336	01/08/2020	CHARLES PARNELL	R	79.00
01	296337	01/08/2020	CHRISTIAN NICHOLAS	R	85.00
01	296338	01/08/2020	CITY OF RICHFIELD	R	6,652.50
01	296339	01/08/2020	COMCAST	R	266.90
01	296340	01/08/2020	COMCAST BUSINESS	R	243.13
01	296341	01/08/2020	CONTINENTAL RESEARCH CORP	R	633.97
01	296342	01/08/2020	DEISTING ASHLEY	R	79.00
01	296343	01/08/2020	DERKSEN CAROLYN	R	79.00
01	296344	01/08/2020	DEVRIES AARON	R	20.00
01	296345	01/08/2020	DOOR SERVICE COMPANY OF THE TWIN CI	R	4,268.00
01	296346	01/08/2020	EASTERN CARVER COUNTY SCHOOLS	R	930.75
01	296347	01/08/2020	EASYPERMIT POSTAGE	R	2,021.48
01	296348	01/08/2020	ECOLAB INC	R	874.78
01	296349	01/08/2020	FAISON JOHN	R	79.00
01	296350	01/08/2020	FASTENAL INDUSTRIAL	R	683.17
01	296351	01/08/2020	FINANGER PHILLIP J	R	140.00
01	296352	01/08/2020	GALLAGHER MATTHEW	R	79.00
01	296353	01/08/2020	GORSHE LISA	R	35.00
01	296354	01/08/2020	GRAHAM THOMAS	R	50.00
01	296355	01/08/2020	WW GRAINGER INC	R	37.90
01	296356	01/08/2020	GROTH MUSIC COMPANY	R	63.00
01	296357	01/08/2020	GSSC-GENERAL SECURITY SERVICE	R	932.25
01	296358	01/08/2020	HAMMER SPORTS LLC	R	360.00
01	296359	01/08/2020	HANSEN BRIAN	R	79.00
01	296360	01/08/2020	HARRIS DENNIS	R	79.00
01	296361	01/08/2020	HILLYARD	R	4,037.27
01	296362	01/08/2020	HOERNING CODY	R	79.00
01	296363	01/08/2020	HOGLUND BUS CO INC	R	2,050.09
01	296364	01/08/2020	HONDA FINANCIAL SERVICES	R	256.00
01	296365	01/08/2020	HORIZON COMMERCIAL POOL SUPPLY	R	7,534.95
01	296366	01/08/2020	HOULE THOMAS	R	79.00
01	296367	01/08/2020	HOUSE OF PRINT	R	4,706.82
01	296368	01/08/2020	HUYER DEVRIES JANINE	R	20.00
01	296369	01/08/2020	INDOFF INC	R	64.45
01	296370	01/08/2020	INSTITUTE FOR ENVIROMENTAL	R	976.50

01	296371	01/08/2020	KEE-BOWLING BONNIE	R	77.00
01	296372	01/08/2020	KELLEY FUELS INC	R	1,504.89
01	296373	01/08/2020	KINECT ENERGY INC	R	505.00
01	296374	01/08/2020	KLEIN MORVA A	R	120.00
01	296375	01/08/2020	KNUTSON FLYNN DEANS	R	165.00
01	296376	01/08/2020	KRUGER JORDAN	R	79.00
01	296377	01/08/2020	LARSON KEITH	R	50.00
01	296378	01/08/2020	LEARNING A-Z	R	16,511.20
01	296379	01/08/2020	LOFFLER COMPANIES	R	15,064.78
01	296380	01/08/2020	LOMAX CARLA	R	210.00
01	296381	01/08/2020	MACKIN BOOK COMPANY	R	1,093.23
01	296382	01/08/2020	MEDCO SUPPLY COMPANY	R	1,094.65
01	296383	01/08/2020	METRO COMMUNITY ED DIRECTORS ASSN.	R	100.00
01	296384	01/08/2020	MEYER RYAN	R	79.00
01	296385	01/08/2020	MIDWEST BUS PARTS INC	R	300.83
01	296386	01/08/2020	MINNESOTA HISTORICAL SOCIETY	R	576.00
01	296387	01/08/2020	MINVALCO INC	R	308.70
01	296388	01/08/2020	MISENER DENNY	R	79.00
01	296389	01/08/2020	MOORE JEFF	R	10.00
01	296390	01/08/2020	MOORE KENAN	R	158.00
01	296391	01/08/2020	MPLS PUBLIC SCHOOL SPECIAL DIST 1	R	36.80
01	296392	01/08/2020	NAVARO RAYMOND	R	98.00
01	296393	01/08/2020	NOONAN JULIE	R	40.00
01	296394	01/08/2020	NSPRA NATIONAL SEMINAR	R	665.00
01	296395	01/08/2020	ODONNELL BAYLEE ANN	R	135.00
01	296396	01/08/2020	OKEY CHRIS	R	225.00
01	296397	01/08/2020	PAPCO, INC.	R	301.03
01	296398	01/08/2020	PITNEY BOWES	R	209.92
01	296399	01/08/2020	RAMIREZ JASMIN	R	20.00
01	296400	01/08/2020	RAMSAY THOMAS	R	90.00
01	296401	01/08/2020	RELIABLE DRUG & ALCOHOL INC.	R	210.00
01	296402	01/08/2020	RICHARD JOHN MILLER	R	1,800.00
01	296403	01/08/2020	RICHFIELD GIRLS SWIM & DIVE BOOSTER	R	405.00
01	296404	01/08/2020	RICHFIELD ICE ARENA	R	3,667.50
01	296405	01/08/2020	SANDERS ANNIKA	R	20.00
01	296406	01/08/2020	SCHMIDT JUSTIN	R	79.00
01	296407	01/08/2020	SCHMITT MUSIC CREDIT	R	426.87
01	296408	01/08/2020	SCHUMACHER ELEVATOR COMPANY	R	2,555.00
01	296409	01/08/2020	SCIENCE MUSEUM OF MN	R	370.00
01	296410	01/08/2020	SELLARS JASON	R	355.00
01	296411	01/08/2020	SEPTRAN STUDENT TRANSPORTATION	R	27,060.00
01	296412	01/08/2020	DEBORAH CARLSON	R	109.20
01	296413	01/08/2020	SOURCEWELL TECHNOLOGY	R	62,899.00
01	296414	01/08/2020	SUMMIT COMPANIES	R	1,807.00
01	296415	01/08/2020	TAFFE SARAH ANN	R	8,044.93
01	296416	01/08/2020	TAYLOR JASON	R	35.00
01	296417	01/08/2020	THE WORKS	R	675.00
01	296418	01/08/2020	TITAN MACHINERY INC	R	1,555.72
01	296419	01/08/2020	TOENSING KARI	R	20.00
01	296420	01/08/2020	TRANSPORTATION PLUS, INC.	R	8,077.00

01	296421	01/08/2020	TRISTATE BOBCAT INC	R	3,616.08
01	296422	01/08/2020	TWIN CITY FILTER SERVICE INC	R	474.53
01	296423	01/08/2020	TYLER TECHNOLOGIES, INC.	R	25,262.25
01	296424	01/08/2020	UNIVERSITY OF MINNESOTA	R	145.00
01	296425	01/08/2020	VERIZON WIRELESS	R	557.47
01	296426	01/08/2020	VICTORIA DANCE PRODUCTIONS, INC.	R	252.00
01	296427	01/08/2020	VOSS ELECTRIC CO	R	489.60
01	296428	01/08/2020	VSP VISION SERVICE PLAN	R	1,646.96
01	296429	01/08/2020	WHITE LOUIS	R	79.00
01	296430	01/08/2020	WILLIAM V MACGILL & CO	R	249.95
01	296431	01/08/2020	WILSON HOPE	R	20.00
01	296432	01/08/2020	WILSON JOHN P	R	20.00
01	296433	01/08/2020	XCEL ENERGY	R	77,396.07
01	296434	01/08/2020	ZARNOTH BRUSH WORKS	R	462.00
01	296435	01/08/2020	ZUBAN FAMETTA	R	20.00
01	296436	01/09/2020	MN HS DECA	R	1,485.00
01	296437	01/10/2020	CITY OF RICHFIELD	R	904.75
01	296438	01/14/2020	AQUA LOGIC INC	R	274.50
01	296439	01/14/2020	ARVIG ENTERPRISES INC	R	1,357.90
01	296440	01/14/2020	BAYADA	R	3,765.00
01	296441	01/14/2020	BSI MECHANICAL, INC.	R	4,884.32
01	296442	01/14/2020	CATALYST BUYING GROUP LLC	R	189.99
01	296443	01/14/2020	CENTURYLINK	R	39.57
01	296444	01/14/2020	CEP ART & DESIGN	R	540.50
01	296445	01/14/2020	CITY OF RICHFIELD	R	100.00
01	296446	01/14/2020	CONTINENTAL RESEARCH CORP	R	1,645.62
01	296447	01/14/2020	CUB FOODS	R	230.28
01	296448	01/14/2020	CULLIGAN SOFT WATER	R	133.95
01	296449	01/14/2020	DETERMAN ROBERT J	R	79.00
01	296450	01/14/2020	ECM PUBLISHERS INC	R	101.15
01	296451	01/14/2020	EDUCATORS BENEFIT CONSULTANTS LLC	R	426.99
01	296452	01/14/2020	FINANGER PHILLIP J	R	35.00
01	296453	01/14/2020	FIRST BOOK MARKETPLACE	R	150.75
01	296454	01/14/2020	WW GRAINGER INC	R	66.72
01	296455	01/14/2020	GSSC-GENERAL SECURITY SERVICE	R	1,021.50
01	296456	01/14/2020	HEIDRICK THOMAS J	R	79.00
01	296457	01/14/2020	HILLYARD	R	977.81
01	296458	01/14/2020	HOGLUND BUS CO INC	R	501.71
01	296459	01/14/2020	HOME DEPOT U.S.A.	R	137.06
01	296460	01/14/2020	HUGHES MATTHEW	R	85.00
01	296461	01/14/2020	IDENTISYS INC	R	491.89
01	296462	01/14/2020	IIX INSURANCE INFORMATION EXCHANGE	R	64.55
01	296463	01/14/2020	INDOFF INC	R	185.91
01	296464	01/14/2020	INNOVATIVE OFFICE SOLUTIONS LLC	R	2,953.07
01	296465	01/14/2020	INTEGRATED FIRE & SECURITY INC	R	798.37
01	296466	01/14/2020	INTERMEDIATE DISTRICT 287	R	110,302.52
01	296467	01/14/2020	LOFFLER	R	1,144.95
01	296468	01/14/2020	LUBE TECH & PARTNERS LLC	R	47.00
01	296469	01/14/2020	MAKERBOT INDUSTRIES	R	455.11
01	296470	01/14/2020	MATRIX COMMUNICATIONS INC	R	1,692.05

01	296471	01/14/2020	MEDTOX LABORATORIES INC	R	115.85
01	296472	01/14/2020	METROPOLITAN MECHANICAL CONTRACTORS	R	1,613.17
01	296473	01/14/2020	MINUTEMAN PRESS OF RICHFIELD	R	556.18
01	296474	01/14/2020	MISENER DENNY	R	79.00
01	296475	01/14/2020	ALBIN ACQUISITION CORP	R	124.00
01	296476	01/14/2020	MYERS, ROBIN	R	7.00
01	296477	01/14/2020	NETWORK DESIGNS, INC.	R	5,030.00
01	296478	01/14/2020	NUSS TRUCK & EQUIPMENT	R	1,316.00
01	296479	01/14/2020	ODONNELL BAYLEE ANN	R	10.00
01	296480	01/14/2020	OKEY CHRIS	R	50.00
01	296481	01/14/2020	ORIGINAL WORKS YOURS, INC.	R	1,441.95
01	296482	01/14/2020	PROFESSIONAL WIRELESS COMMUNICATION	R	539.00
01	296483	01/14/2020	PUMP & METER SERVICE	R	983.15
01	296484	01/14/2020	RAMSAY THOMAS	R	135.00
01	296485	01/14/2020	RATWIK ROSZAK & MALONEY PA	R	276.00
01	296486	01/14/2020	SELLARS JASON	R	61.00
01	296487	01/14/2020	TOLL COMPANY	R	44.77
01	296488	01/14/2020	TWIN CITY HARDWARE	R	2,677.36
01	296489	01/14/2020	UNITED HEALTHCARE	R	207.00
01	296490	01/14/2020	UNITED HEALTHCARE INSURANCE CO	R	479.54
01	296491	01/14/2020	VELOCITY DRAIN SERVICES INC	R	300.00
01	296492	01/14/2020	VOSS ELECTRIC CO	R	249.60

TOTAL CHECK REGISTER					486,232.48
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CHECKS & E-PAY RUNS FOR 01/21/2020 BOARD REPORTS

BANK 05	DATE	AMOUNT
CHECKS	1/6/2020	50.00
	1/8/2020	332,538.42
	1/9/2020	1,485.00
	1/10/2020	904.75
	1/14/2020	151,254.31

CHECK REGISTER BANK 05 TOTAL =	486,232.48
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BREAKDOWN	
01-206-00	398,349.64
02-206-00	2,543.65
03-206-00	66,046.49
04-206-00	19,292.70
06-206-00	-
07-206-00	-
08-206-00	-
20-206-00	-
21-206-00	-
47-206-00	-
50-206-00	-
BANK TOTAL =	486,232.48

SUPERINTENDENT'S REPORT AND MINUTES

Regular Meeting of the Board of Education
Independent School District No. 280, Richfield, Minnesota

Richfield Public Schools *inspires* and *empowers* each individual to learn, grow and *excel*

Tuesday, January 21, 2020
6:00 pm Study Session with Legislators to Review Legislative Platform
7:00 pm School Board Meeting
District Board Room

CALL TO ORDER

The regular meeting of the Board of Education of ISD 280, Hennepin County, Richfield, Minnesota was held on Tuesday, January 21, 2020, in the District Boardroom. Chair Crystal Brakke called the Regular Board Meeting to order at 7:07 pm with the following school board members in attendance: Pollis, Cole, and Toensing. Absent were Maleck and Smisek.

Student Representatives Dayani Maceo, and Luz Luna Apodaca were also present.

Administrators present were Superintendent Unowsky, Assistant Superintendent Roby, Chief HR & Admin Officer Holje, Executive Director Clarkson, Directors Kretsinger and Valley.

REVIEW AND APPROVAL OF THE AGENDA

Motion by Cole, seconded by Toensing, and unanimously carried, the Board of Education approved the agenda.

INFORMATION AND PROPOSALS -- NON-ACTION ITEMS

Public Comment - none

Superintendent Update

1. American Indian Education Presentation
2. Beacons Presentation

CONSENT AGENDA

Motion by Pollis, seconded by Toensing, and unanimously carried, the Board of Education approved the consent agenda.

Routine Matters

1. Minutes of the regular meeting held January 6, 2020

January 21, 2020 School Board Meeting Minutes

2. General Disbursements as of January 14, 2020 for \$486,232.48

Personnel Items

Certified Full Time Position for Employment – 1st Year Probation

Allison Weber- School Social Worker – Middle School

Certified Full Time Request for Leave of Absence- Child Care

Jennifer Dooper-Salazar- Dual Immersion Language Arts – Senior High

Certified Full Time Request for Leave of Absence – Professional Growth

Jenna Healy- Kindergarten – Sheridan Hills

Certified Full Time Retirement

Nancy Anderson- Elementary Education – RSTEM

Certified Part Time Request for Part Time Leave of Absence – Child Care

Emily Barstad- Early Childhood Parent Educator – Central

Classified Full Time Position for Employment – Registered Nurse

Jashanna Ingram- RN – Middle School

Classified Part Time Positions for Employment – Paraprofessionals

Kathryn Alarcon- 32.5 hr/wk Special Ed. Para – Centennial

Ikram Hassan- 32.5 hr/wk Special Ed. Para – RDLS

Classified Part Time Resignation – Admin. & Mgmt. Support Professionals

Diana Garcia – 30 hr/wk Admin. Assistant 1

Classified Part Time Resignation – Paraprofessional

Esther Carrillo – 35 hr/wk Special Ed. Para – Central

OLD BUSINESS

- A. Policy 112, 112.1 and 112.2 Administrative Guidelines - Wellness-Nutrition Services Operations and Meal Charges

There will be further review on this policy and guidelines and they will be brought back to an upcoming meeting.

- B. Policy 546 Use of Peace Officers and Crisis Teams to Remove Students with IEP's from School Grounds

There will be further review on this policy and it will be brought back to an upcoming meeting.

- C. Represent A School Assignments

Represent A School Assignments will be brought back to the next meeting for further review.

D. 2020 Board Liaison Assignments

2020 Board Liaison Assignments will be brought back to the next meeting for further review.

NEW BUSINESS

A. Pay Equity Report

Motioned by Toensing, seconded by Cole, and unanimously carried, the Board of Education approved the Pay Equity Compliance Report.

B. Bid Authorization – Richfield High School – Partial Re-Roofing Project

Motioned by Pollis, seconded by Cole, and unanimously carried, the Board of Education approved the bid authorization.

C. Beacons Contract

Motioned by Toensing, seconded by Pollis and unanimously carried, the Board of Education approved the Beacons Contract.

D. Miscellaneous Pay Rates for Year 2019-2020

Motioned by Pollis, seconded by Toensing and unanimously carried, the Board of Education approved the Miscellaneous Pay Rates for Year 2019-2020.

E. Master Agreement with Classified Management Team for years 2019-2020 and 2020-2021

Motioned by Toensing, seconded by Cole, and unanimously carried, the Board of Education approved the Master Agreement with Classified Management Team for years 2019-2020 and 2020-2021 as presented.

F. Master Agreement with Management Team for years 2019-2020 and 2020-2021

Motioned by Pollis, seconded by Cole, and unanimously carried, the Board of Education approved the Master Agreement with Management Team for years 2019-2020 and 2020-2021 as presented.

G. Donations

Motion by Pollis, seconded by Toensing, and unanimously carried, the Board of Education accepts the donations with gratitude.

ADVANCE PLANNING

A. Legislative Update

Thank you to our Legislators for spending the evening with us.

AMSD Legislative Preview, February 7, 7:00am, Quora Education Center, Little Canada – we encourage attendance.

B. Information and Questions from Board

Student Presentations for District Improvement – February 18 Meeting
RHS Presentation – counseling, scheduling, and transformation update – March 2 Meeting
Richfield Alumni Survey – on Website under News – to collect information about your experiences since attending RPS

C. Future Meeting Dates

2-3-20	7:00 p.m.	Regular Board Meeting Richfield STEM School Presentation Vision Card D
2-18-20	Tues. 7:00 p.m.	Regular Board Meeting – Public Comment Student Presentations for District Improvement

D. Suggested/Future Agenda Items

Safe Routes to Schools – learn & recommendations re: bussing boundaries, etc.

ADJOURN REGULAR MEETING

Motion by Cole, seconded by Pollis, and unanimously carried, the Board of Education adjourned the meeting at 8:22pm.

FUND	CHECK	DATE	VENDOR	TYPE	AMOUNT
01	V609677	01/16/2020	NANCY J BERRES	R	28.25
01	V609678	01/16/2020	PATRICK L BURRAGE	R	3,000.00
01	V609679	01/16/2020	LILIA DOMINGUEZ SANCHEZ	R	10.05
01	V609680	01/16/2020	ABBY DUBE	R	15.00
01	V609681	01/16/2020	RYAN D FINKE	R	129.99
01	V609682	01/16/2020	KENNETH C FRIEL	R	215.45
01	V609683	01/16/2020	SARAH A GACEK	R	123.11
01	V609684	01/16/2020	DONNAMARIE HARDY	R	43.27
01	V609685	01/16/2020	PAM A HAUPT	R	210.07
01	V609686	01/16/2020	MARGARET R HOEHN	R	18.99
01	V609687	01/16/2020	MICHAEL E JAEGER	R	96.01
01	V609688	01/16/2020	AMY J JOHNSON	R	36.44
01	V609689	01/16/2020	CORY J KLINGE	R	60.05
01	V609690	01/16/2020	RACHAEL G LENMARK	R	23.00
01	V609691	01/16/2020	MADDIE W LIEDTKE	R	8.58
01	V609692	01/16/2020	ANGELA M MARYN	R	107.00
01	V609693	01/16/2020	CALLEN M MCINNES	R	24.33
01	V609694	01/16/2020	MATTHEW R MULLENBACH	R	42.92
01	V609695	01/16/2020	CHRISTOPHER A OLSON	R	58.13
01	V609696	01/16/2020	JAMES R PADDOCK	R	53.97
01	V609697	01/16/2020	AMY M PONCE	R	127.54
01	V609698	01/16/2020	RENEE C REED-KARSTENS	R	32.02
01	V609699	01/16/2020	LEADRIANE L ROBY	R	80.91
01	V609700	01/16/2020	MAUREEN E RUHLAND	R	26.51
01	V609701	01/16/2020	KRISTINE L SCHOLZ	R	95.12
01	V609702	01/16/2020	LU ANN N TAUER STONE	R	53.94
01	V609703	01/16/2020	CARRIE A VALA	R	94.62
01	V609704	01/16/2020	REBECCA S WALD	R	42.78
01	V609705	01/16/2020	SARAH A WENTHOLD	R	56.36
01	V609706	01/16/2020	KASYA L WILLHITE	R	73.25
01	V609707	01/16/2020	MELISSA J WILLIAMS	R	206.37
01	V609708	01/16/2020	AMY J WINTER AHSENMACHER	R	64.48
01	V609709	01/16/2020	JENNIFER L.B. WOLDUM	R	138.04
01	296493	01/17/2020	BLUE CROSS BLUE SHIELD OF MINNESOTA	R	1,222.50
01	296494	01/17/2020	CONTEMPORARY TRANSPORTATION LLC	R	3,230.00
01	296495	01/17/2020	FIREFLY COMPUTERS, LLC	R	10,440.00
01	296496	01/17/2020	HOTSY MINNESOTA.COM	R	106.28
01	296497	01/17/2020	MN DLI	R	1,248.00
01	296498	01/17/2020	OVERHEAD DOOR CO OF THE NORTHLAND	R	1,900.00
01	296499	01/17/2020	PARK ADAM TRANSPORTATION	R	72,998.73
01	296500	01/17/2020	TRANSPORTATION PLUS, INC.	R	6,590.00
01	296501	01/17/2020	TWIN CITY TRANSPORTATION	R	79,964.33
01	296502	01/17/2020	WORKS COMPUTING, LLC	R	2,682.05
01	296503	01/22/2020	ASCD-ASSOC FOR SUPEVISION & CURRICU	R	59.00
01	296504	01/22/2020	BLUE CROSS BLUE SHIELD OF MINNESOTA	R	8,736.00
01	296505	01/22/2020	BRINK'S INCORPORATED	R	1,235.52
01	296506	01/22/2020	BUSINESS ESSENTIALS	R	69.90
01	296507	01/22/2020	CANTONE MICHAEL S.	R	79.00
01	296508	01/22/2020	CAPITAL ONE COMMERCIAL	R	212.00

01	296509	01/22/2020	CAPTIVATE MEDIA & CONSULTING	R	1,240.00
01	296510	01/22/2020	CENTURYLINK	R	71.00
01	296511	01/22/2020	CHRISTIAN NICHOLAS	R	50.00
01	296512	01/22/2020	COMCAST BUSINESS	R	548.13
01	296513	01/22/2020	COMMERCIAL KITCHEN	R	1,108.29
01	296514	01/22/2020	DELGADO MICHEAL	R	79.00
01	296515	01/22/2020	DICKS LAKEVILLE SANITATION INC	R	7,211.70
01	296516	01/22/2020	DIGI INTERNATIONAL, INC.	R	330.00
01	296517	01/22/2020	DIGITAL INSURANCE LLC	R	3,468.00
01	296518	01/22/2020	DOOR SERVICE COMPANY OF THE TWIN CI	R	597.00
01	296519	01/22/2020	EDWARDS NICHOLAS THOMAS	R	79.00
01	296520	01/22/2020	EHLERS & ASSOCIATES	R	1,500.00
01	296521	01/22/2020	FINANGER PHILLIP J	R	70.00
01	296522	01/22/2020	WW GRAINGER INC	R	163.85
01	296523	01/22/2020	H BROOKS AND COMPANY LLC	R	3,437.65
01	296524	01/22/2020	HILLYARD	R	2,377.31
01	296525	01/22/2020	HONEYWELL INTERNATIONAL	R	65,155.72
01	296526	01/22/2020	IDEAL ENERGIES LLC	R	992.09
01	296527	01/22/2020	INTERMEDIATE DISTRICT 287	R	1,345.05
01	296528	01/22/2020	INTERNATIONAL OFFICE TECHNOLOGIES	R	280.00
01	296529	01/22/2020	JAYTECH, INC	R	304.42
01	296530	01/22/2020	KINECT ENERGY INC	R	45,489.25
01	296531	01/22/2020	LKO PRODUCTIONS LLC	R	250.00
01	296532	01/22/2020	MARY LYONS	R	100.00
01	296533	01/22/2020	MASBO	R	180.00
01	296534	01/22/2020	MINNESOTA MEMORY, INC.	R	812.50
01	296535	01/22/2020	MN DEPT OF LABOR AND INDUSTRY	R	130.00
01	296536	01/22/2020	MOLAN PATRICK	R	79.00
01	296537	01/22/2020	NAVARO RAYMOND	R	61.00
01	296538	01/22/2020	OCCUPATIONAL MEDICINE CONSULTANTS	R	75.00
01	296539	01/22/2020	ODONNELL BAYLEE ANN	R	20.00
01	296540	01/22/2020	OKEY CHRIS	R	100.00
01	296541	01/22/2020	PAN O GOLD BAKING CO	R	131.25
01	296542	01/22/2020	PLAINVIEW MILK PRODUCTS COOPERATIVE	R	7,714.42
01	296543	01/22/2020	PREMIUM WATERS INC	R	26.00
01	296544	01/22/2020	RAMSAY THOMAS	R	90.00
01	296545	01/22/2020	REGENTS OF THE UNIV OF MINNESOTA	R	5,158.90
01	296546	01/22/2020	REGION 1 INFORMATION MGMT SERVICE	R	2,867.00
01	296547	01/22/2020	REKSTAD BRADLEY M	R	79.00
01	296548	01/22/2020	RICHFIELD BLOOMINGTON CREDIT UNION	R	374.22
01	296549	01/22/2020	RUPP ANDERSON SQUIRES & WALDSPURGER	R	6,971.68
01	296550	01/22/2020	RYDIN DECAL	R	193.72
01	296551	01/22/2020	SCHMIDT JUSTIN	R	79.00
01	296552	01/22/2020	SCHMITT MUSIC CREDIT	R	44.49
01	296553	01/22/2020	SELLARS JASON	R	159.00
01	296554	01/22/2020	SNAPOLOGY OF MINNEAPOLIS	R	672.00
01	296555	01/22/2020	SNA-SCHOOL NUTRITION	R	2,128.50
01	296556	01/22/2020	TERREL'S TOOLBOX LLC	R	599.01
01	296557	01/22/2020	TRIMARK HOCKENBERGS	R	285.00
01	296558	01/22/2020	TRIO SUPPLY COMPANY	R	517.30

01	296559	01/22/2020	LAMAR WILLIS	R	79.00
01	296560	01/22/2020	U OF MN SCHOOL OF MUSIC	R	750.00
01	296562	01/22/2020	UPPER LAKES FOODS	R	10,362.05
01	296563	01/22/2020	WESTERN PSYCHOLOGICAL SERVICES	R	64.90
01	296564	01/22/2020	XCEL ENERGY	R	52.79
01	296565	01/22/2020	ZAYO GROUP HOLDINGS	R	8,242.13
01	296566	01/22/2020	ZUBAN FAMETTA	R	10.00
01	296567	01/24/2020	CITY OF RICHFIELD	R	18,160.30
01	296568	01/24/2020	XCEL ENERGY	R	4,025.08
01	296569	01/24/2020	CITY OF RICHFIELD	R	350.00
01	296570	01/24/2020	ICS CONSULTING, INC.	R	6,411.00
01	296571	01/24/2020	INNOVATIVE OFFICE SOLUTIONS LLC	R	34,675.32
01	296572	01/24/2020	INTEREUM, INC	R	17,799.25
01	296573	01/24/2020	LS BLACK CONSTRUCTORS, INC.	R	2,556,824.04
01	296574	01/24/2020	MID MINNESOTA STORAGE	R	180.00
01	296575	01/24/2020	SHAW-LUNDQUIST ASSOCIATES, INC.	R	733,015.34
01	296576	01/24/2020	WEIDNER PLUMBING & HEATING CO	R	31,644.00
01	296577	01/27/2020	DISTRIBUTIVE EDUCATION CLUBS	R	13.00
01	296580	01/29/2020	AMAZON.COM SYNCB/AMAZON	R	7,429.87
01	296581	01/29/2020	ALL STATE COMMUNICATIONS INC	R	34,000.00
01	296582	01/29/2020	BRAUN INTERTEC CORP	R	8,657.00
01	296583	01/29/2020	ECM PUBLISHERS INC	R	321.30
01	296584	01/29/2020	ICS CONSULTING, INC.	R	80,413.55
01	296585	01/29/2020	INNOVATIVE OFFICE SOLUTIONS LLC	R	303.75
01	296586	01/29/2020	INSTITUTE FOR ENVIROMENTAL	R	18,007.20
01	296587	01/29/2020	INTEREUM, INC	R	1,245.87
01	296588	01/29/2020	LS BLACK CONSTRUCTORS, INC.	R	1,064,722.00
01	296589	01/29/2020	WOLD ARCHITECTS AND ENGINEERS	R	256,113.47
01	296590	01/29/2020	AIM ELECTRONICS INC	R	109.28
01	296591	01/29/2020	ALLIED PROFESSIONALS, INC.	R	210.00
01	296592	01/29/2020	ANTONIO CONTRERAS-RIO	R	50.00
01	296593	01/29/2020	ARTSTART	R	400.00
01	296594	01/29/2020	BSN SPORTS, LLC	R	2,966.80
01	296595	01/29/2020	CANON USA	R	3,922.16
01	296596	01/29/2020	CARQUEST AUTO PARTS	R	72.90
01	296597	01/29/2020	CHAMPION YOUTH	R	1,270.50
01	296598	01/29/2020	CHASKA PARKS & RECREATION	R	2,460.00
01	296599	01/29/2020	CINTAS CORPORATION NO 2	R	694.82
01	296600	01/29/2020	CITY OF RICHFIELD	R	7,590.00
01	296601	01/29/2020	CITY OF RICHFIELD RECREATION	R	705.66
01	296602	01/29/2020	CREATIVE EDUCATIONAL	R	130.00
01	296603	01/29/2020	DARK KNIGHT SOLUTIONS, LLC	R	350.00
01	296604	01/29/2020	DIGITAL INSURANCE LLC	R	1,740.00
01	296605	01/29/2020	GFW DANCE TEAM	R	200.00
01	296606	01/29/2020	GROUP MEDICAREBLUE RX	R	6,510.00
01	296607	01/29/2020	HEALTHJOY LLC	R	11,310.00
01	296608	01/29/2020	HILLYARD	R	2,228.08
01	296609	01/29/2020	ZACKS INC	R	206.63
01	296610	01/29/2020	HOPE CHURCH	R	13,988.75
01	296611	01/29/2020	HR SIMPLIFIED INC.	R	596.00

01	296612	01/29/2020	INDOFF INC	R	198.30
01	296613	01/29/2020	INNOVATIVE OFFICE SOLUTIONS LLC	R	3,144.00
01	296614	01/29/2020	INSTITUTE FOR ENVIROMENTAL	R	1,850.00
01	296615	01/29/2020	KELLEY FUELS INC	R	1,605.75
01	296616	01/29/2020	LANGUAGE LINE SERVICE	R	150.22
01	296617	01/29/2020	LOFFLER COMPANIES	R	109.00
01	296618	01/29/2020	LOS SANCHEZ TAQUERIA LLC	R	1,000.00
01	296619	01/29/2020	MADISON NATIONAL LIFE INS CO INC	R	4,697.85
01	296620	01/29/2020	MALLOY MONTAGUE KARNOWSKI & RADO	R	4,245.00
01	296621	01/29/2020	MCMASTER-CARR SUPPLY	R	99.65
01	296622	01/29/2020	MESSERLI & KRAMER	R	1,189.17
01	296623	01/29/2020	MIDWEST BUS PARTS INC	R	65.01
01	296624	01/29/2020	MINUTEMAN PRESS OF RICHFIELD	R	349.68
01	296625	01/29/2020	MN TRUE TEAM TRACK & FIELD	R	160.00
01	296626	01/29/2020	MULTILINGUAL WORD INC	R	2,557.25
01	296627	01/29/2020	NETWORK DESIGNS, INC.	R	6,975.00
01	296628	01/29/2020	NORTHERN SALT INC	R	770.00
01	296629	01/29/2020	OCCUPATIONAL MEDICINE CONSULTANTS	R	176.25
01	296630	01/29/2020	PREMIER LIGHTING INC	R	609.50
01	296631	01/29/2020	RIDDELL/ALL AMERICAN SPORTS CORP	R	4,307.09
01	296632	01/29/2020	ROCHESTER CENTURY HIGH SCHOOL	R	220.00
01	296633	01/29/2020	RODRIGUEZ YACAIRA	R	280.00
01	296634	01/29/2020	RYAN JEANNIE M	R	568.27
01	296635	01/29/2020	SCHMITT MUSIC CREDIT	R	4,525.48
01	296636	01/29/2020	SCHOOL SERVICE EMPLOYEES UNION	R	8,679.78
01	296637	01/29/2020	SCHOOL SPECIALTY INC	R	56.31
01	296638	01/29/2020	SHERWIN WILLIAMS CO	R	69.62
01	296639	01/29/2020	THE COLLEGE BOARD-MWRO	R	245.00
01	296640	01/29/2020	TITAN ENVIROMENTAL, INC.	R	420.00
01	296641	01/29/2020	UNITED STATES TREASURER	R	430.00
01	296642	01/29/2020	UNIVERSAL ATHLETIC SERVICE INC	R	138.85
01	296643	01/29/2020	US DEPARTMENT OF EDUCATION AWG	R	261.79
01	296644	01/29/2020	VICTORIA DANCE PRODUCTIONS, INC.	R	273.00
01	296645	01/29/2020	WILD MOUNTAIN	R	162.00
01	296646	01/29/2020	XCEL ENERGY	R	26,370.62

TOTAL E-PAY & CHECK REGISTER					5,390,508.54
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CHECKS & E-PAY RUNS FOR 02/03/2020 BOARD REPORTS

BANK 05	DATE	AMOUNT
E-PAY	1/16/2020	5,396.55
CHECKS	1/17/2020	180,381.89
	1/22/2020	195,747.74
	1/24/2020	22,185.38
CONSTRUCTION CHECKS	1/24/2020	3,380,898.95
	1/27/2020	13.00
	1/29/2020	142,100.89
CONSTRUCTION CHECKS, #2	1/29/2020	1,463,784.14

CHECK REGISTER BANK 05 TOTAL =	5,390,508.54
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BREAKDOWN	
01-206-00	320,477.54
02-206-00	32,672.43
03-206-00	170,400.71
04-206-00	5,944.77
06-206-00	4,845,931.09
07-206-00	-
08-206-00	-
20-206-00	14,431.76
21-206-00	650.24
47-206-00	
50-206-00	
BANK TOTAL =	
	5,390,508.54

RICHFIELD PUBLIC SCHOOLS

Investment Holdings as of
January 27, 2020

Description	Matures	Rate	Cost	General Operating	Agency (Scholarships)	2018A Bond	2018B Bond	OPEB Bond
FARMERS AND MERCHANTS UNION B/	07/27/20	2.39%	242,600.00	242,600.00	-	-	-	-
PEOPLE'S UNITED BANK, NATIONAL AS	07/27/20	2.32%	2,757,400.00	2,757,400.00	-	-	-	-
STATE BANK OF NEW RICHLAND	08/24/20	1.69%	245,800.00	245,800.00	-	-	-	-
EAGLEBANK	08/24/20	1.96%	245,100.00	245,100.00	-	-	-	-
SAFRA NATIONAL BANK	09/10/20	1.68%	245,289.14	245,289.14	-	-	-	-
ELGA CREDIT UNION	09/17/20	1.82%	245,100.00	245,100.00	-	-	-	-
THIRD COAST BANK, SSB	09/17/20	1.82%	245,100.00	245,100.00	-	-	-	-
VERITEX COMMUNITY BANK	09/17/20	1.66%	245,600.00	245,600.00	-	-	-	-
NEW OMNI BANK N.A.	09/17/20	1.80%	245,200.00	245,200.00	-	-	-	-
WESTERN ALLIANCE BANK - C	12/17/20	1.92%	528,500.00	528,500.00	-	-	-	-
BANK 7	12/17/20	2.23%	242,300.00	242,300.00	-	-	-	-
LATINO COMMUNITY CREDIT UNION	12/17/20	2.10%	242,700.00	242,700.00	-	-	-	-
FIRST NATIONAL BANK / THE FIRST, N/	12/17/20	1.98%	243,200.00	243,200.00	-	-	-	-
EAST BOSTON SAVINGS BANK	12/17/20	1.93%	243,300.00	243,300.00	-	-	-	-
FORESIGHT BANK	01/27/21	2.56%	237,500.00	237,500.00	-	-	-	-
ASSOCIATED BANK, NA - C	01/27/21	2.61%	1,000,000.00	1,000,000.00	-	-	-	-
MECHANICS SAVINGS, A DIVISION OF I	01/27/21	2.56%	237,500.00	237,500.00	-	-	-	-
TBK BANK, SSB / THE NATIONAL BANK	02/04/21	1.75%	243,600.00	243,600.00	-	-	-	-
FIRST INTERNET BANK OF INDIANA	02/04/21	1.85%	243,300.00	243,300.00	-	-	-	-
Capital One, National Association Cert	08/16/21	2.10%	160,000.00	-	160,000.00	-	-	-
State of Georgia	02/01/20	2.20%	1,992,560.00	-	-	1,992,560.00	-	-
County of Chester PA	02/15/20	2.25%	1,088,974.80	-	-	1,088,974.80	-	-
BMO HARRIS BANK, NA	02/25/20	2.29%	2,500,000.00	-	-	2,500,000.00	-	-
BMO HARRIS BANK, NA	03/25/20	2.29%	2,000,000.00	-	-	2,000,000.00	-	-
THIRD COAST BANK, SSB	03/25/20	2.68%	1,000,000.00	-	-	1,000,000.00	-	-
AMERICAN PLUS BANK, N.A.	03/27/20	2.50%	243,800.00	-	-	243,800.00	-	-
ASSOCIATED BANK, NA - C	03/27/20	2.50%	512,500.00	-	-	512,500.00	-	-
LANDMARK COMMUNITY BANK	03/27/20	2.54%	243,700.00	-	-	243,700.00	-	-
BARRINGTON B&TC - WINTRUST	04/24/20	2.30%	237,700.00	-	-	237,700.00	-	-
WESTERN ALLIANCE BANK / TORREY P	04/24/20	2.22%	238,000.00	-	-	238,000.00	-	-
WHEATON BANK AND TRUST - WINTRI	04/24/20	2.30%	237,700.00	-	-	237,700.00	-	-

RICHFIELD PUBLIC SCHOOLS

Investment Holdings as of
January 27, 2020

Description	Matures	Rate	Cost	General Operating	Agency (Scholarships)	2018A Bond	2018B Bond	OPEB Bond
HINSDALE B&TC - WINTRUST	04/24/20	2.30%	237,700.00	-	-	237,700.00	-	-
WINTRUST BANK	04/24/20	2.30%	237,700.00	-	-	237,700.00	-	-
LIBERTYVILLE B&TC - WINTRUST	04/24/20	2.30%	237,700.00	-	-	237,700.00	-	-
NORTHBROOK B&TC - WINTRUST	04/24/20	2.30%	237,700.00	-	-	237,700.00	-	-
STATE BANK OF THE LAKES - WINTRUS	04/24/20	2.30%	237,700.00	-	-	237,700.00	-	-
VILLAGE BANK & TRUST - WINTRUST	04/24/20	2.30%	237,700.00	-	-	237,700.00	-	-
CRYSTAL LAKE B&TC, NA - WINTRUST	04/24/20	2.30%	237,700.00	-	-	237,700.00	-	-
WISCONSIN-D-BABS	05/01/20	2.27%	563,497.00	-	-	563,497.00	-	-
PENTAGON FEDERAL CREDIT UNION (1	05/21/20	2.26%	1,500,000.00	-	-	1,500,000.00	-	-
TEXAS CAPITAL BANK	06/01/20	2.48%	243,800.00	-	-	243,800.00	-	-
SONABANK	06/01/20	2.64%	243,400.00	-	-	243,400.00	-	-
DAVENPORT-B-REF-TXBL	06/01/20	2.35%	263,533.40	-	-	263,533.40	-	-
Salt Lake City Corp	06/15/20	2.35%	248,137.50	-	-	248,137.50	-	-
FANNIE MAE	06/22/20	2.28%	1,474,126.30	-	-	1,474,126.30	-	-
PENTAGON FEDERAL CREDIT UNION (1	06/25/20	2.28%	2,250,000.00	-	-	2,250,000.00	-	-
SUFFOLK CO-A-BANS	06/26/20	2.26%	1,005,170.00	-	-	1,005,170.00	-	-
PENTAGON FEDERAL CREDIT UNION (1	07/24/20	2.30%	2,500,000.00	-	-	2,500,000.00	-	-
BMO HARRIS BANK, NA	08/25/20	2.30%	2,500,000.00	-	-	2,500,000.00	-	-
PENTAGON FEDERAL CREDIT UNION (1	08/25/20	2.32%	2,500,000.00	-	-	2,500,000.00	-	-
PENTAGON FEDERAL CREDIT UNION (1	09/25/20	2.33%	1,500,000.00	-	-	1,500,000.00	-	-
ASSOCIATED BANK, NA - C	09/25/20	2.50%	519,100.00	-	-	519,100.00	-	-
SOUTHERN STATES BANK	09/25/20	2.54%	240,500.00	-	-	240,500.00	-	-
PREMIER BANK	09/25/20	2.57%	240,400.00	-	-	240,400.00	-	-
BMO HARRIS BANK, NA	09/25/20	2.31%	1,500,000.00	-	-	1,500,000.00	-	-
NYC	10/01/20	2.41%	1,040,450.00	-	-	1,040,450.00	-	-
WESTCHESTER CO-A-REF	10/15/20	2.45%	148,305.00	-	-	148,305.00	-	-
BMO HARRIS BANK, NA	10/23/20	2.37%	2,000,000.00	-	-	2,000,000.00	-	-
NEW YORK NY	11/01/20	2.43%	1,313,141.25	-	-	1,313,141.25	-	-
BMO HARRIS BANK, NA	11/25/20	2.37%	1,500,000.00	-	-	1,500,000.00	-	-
WHEATON PK-D-REF-TXBL	12/30/20	2.69%	513,567.60	-	-	513,567.60	-	-
LAKE ETC SD #118-REF	01/01/21	2.79%	400,700.00	-	-	400,700.00	-	-

RICHFIELD PUBLIC SCHOOLS

Investment Holdings as of
January 27, 2020

Description	Matures	Rate	Cost	General Operating	Agency (Scholarships)	2018A Bond	2018B Bond	OPEB Bond
US TREASURY N/B	01/15/21	2.32%	495,683.59	-	-	495,683.59	-	-
ASSOCIATED BANK, NA - C	01/25/21	2.66%	500,000.00	-	-	500,000.00	-	-
COLLIN CO-B-REF-TXBL	02/15/21	2.43%	260,982.50	-	-	260,982.50	-	-
County of El Paso TX	02/15/21	2.37%	794,768.00	-	-	794,768.00	-	-
ASSOCIATED BANK, NA - C	02/25/21	2.50%	1,000,000.00	-	-	1,000,000.00	-	-
FINANCIAL FEDERAL BANK	02/25/21	2.65%	237,100.00	-	-	237,100.00	-	-
ASSOCIATED BANK, NA (N)	02/25/21	2.67%	237,100.00	-	-	237,100.00	-	-
HOUSTON-B-TXBL	03/01/21	2.43%	555,861.60	-	-	555,861.60	-	-
State of Maryland	03/15/21	2.38%	501,430.00	-	-	501,430.00	-	-
ASSOCIATED BANK, NA - C	04/23/21	2.67%	500,000.00	-	-	500,000.00	-	-
US TREASURY N/B	05/15/21	2.36%	1,023,164.05	-	-	1,023,164.05	-	-
State of Arkansas	06/01/21	2.43%	1,520,460.00	-	-	1,520,460.00	-	-
MEMPHIS-C-BABS	07/01/21	2.68%	312,489.00	-	-	312,489.00	-	-
FEDERAL HOME LOAN BANK	07/14/21	2.40%	959,446.61	-	-	959,446.61	-	-
FEDERAL HOME LOAN BANK	07/14/21	2.40%	479,723.30	-	-	479,723.30	-	-
State of Hawaii	08/01/21	2.45%	357,371.00	-	-	357,371.00	-	-
US TREASURY N/B	08/31/21	2.40%	493,398.44	-	-	493,398.44	-	-
FANNIE MAE	10/07/21	2.45%	481,788.31	-	-	481,788.31	-	-
City & County of Honolulu HI	11/01/21	2.55%	497,605.00	-	-	497,605.00	-	-
BMO HARRIS BANK, NA	02/25/20	2.29%	1,500,000.00	-	-	-	1,500,000.00	-
MN TRUST TERM SERIES	02/25/20	1.65%	3,000,000.00	-	-	-	3,000,000.00	-
BMO HARRIS BANK, NA	03/25/20	2.29%	1,000,000.00	-	-	-	1,000,000.00	-
BMO HARRIS BANK, NA	04/24/20	2.24%	1,000,000.00	-	-	-	1,000,000.00	-
BMO HARRIS BANK, NA	05/21/20	2.24%	1,250,000.00	-	-	-	1,250,000.00	-
SCHAUMBURG B&TC / ADVANTAGE N	06/25/20	2.30%	236,700.00	-	-	-	236,700.00	-
BEVERLY BANK & TRUST CO, NA- WIN1	06/25/20	2.30%	236,700.00	-	-	-	236,700.00	-
LAKE FOREST B&T CO. N.A. - WINTRUS	06/25/20	2.30%	236,700.00	-	-	-	236,700.00	-
TOWN BANK - WINTRUST	06/25/20	2.30%	236,700.00	-	-	-	236,700.00	-
OLD PLANK TRAIL COMMUNITY BANK	06/25/20	2.30%	236,700.00	-	-	-	236,700.00	-
ST. CHARLES B&TC - WINTRUST	06/25/20	2.30%	236,700.00	-	-	-	236,700.00	-
US TREASURY N/B	07/15/20	2.25%	491,503.91	-	-	-	491,503.91	-

RICHFIELD PUBLIC SCHOOLS

Investment Holdings as of
January 27, 2020

Description	Matures	Rate	Cost	General Operating	Agency (Scholarships)	2018A Bond	2018B Bond	OPEB Bond
PENTAGON FEDERAL CREDIT UNION (1	07/24/20	2.30%	1,000,000.00	-	-	-	1,000,000.00	-
PENTAGON FEDERAL CREDIT UNION (1	08/25/20	2.32%	1,000,000.00	-	-	-	1,000,000.00	-
BMO HARRIS BANK, NA	08/25/20	2.30%	1,000,000.00	-	-	-	1,000,000.00	-
BMO HARRIS BANK, NA	09/25/20	2.36%	1,250,000.00	-	-	-	1,250,000.00	-
BMO HARRIS BANK, NA	10/23/20	2.31%	1,000,000.00	-	-	-	1,000,000.00	-
PACIFIC WESTERN BANK	04/23/21	3.19%	233,400.00	-	-	-	233,400.00	-
CIBC BANK USA / PRIVATE BANK - MI	08/25/21	2.69%	234,000.00	-	-	-	234,000.00	-
FIRST NATIONAL BANK	08/25/21	2.78%	233,500.00	-	-	-	233,500.00	-
GREAT MIDWEST BANK	08/25/21	2.68%	120,000.00	-	-	-	120,000.00	-
BANK OF CHINA	03/02/20	2.64%	243,400.00	-	-	-	-	243,400.00
BROOKLINE BANK	03/05/20	2.53%	150,000.00	-	-	-	-	150,000.00
SOUTHSIDE BANK	05/19/20	1.21%	238,300.00	-	-	-	-	238,300.00
PREFERRED BANK	08/31/20	2.55%	240,500.00	-	-	-	-	240,500.00
CORPORATE ONE FEDERAL CREDIT UN	08/31/20	2.60%	240,300.00	-	-	-	-	240,300.00
State of California	10/01/20	2.28%	725,355.25	-	-	-	-	725,355.25
MAINSTREET BANK	10/13/20	1.67%	237,400.00	-	-	-	-	237,400.00
KS STATEBANK / KANSAS STATE BANK	10/13/20	1.86%	235,800.00	-	-	-	-	235,800.00
KEMBA FINANCIAL FCU	10/13/20	1.75%	236,900.00	-	-	-	-	236,900.00
MERRICK BANK	10/19/20	2.90%	92,000.00	-	-	-	-	92,000.00
PRIME ALLIANCE BANK	10/19/20	2.99%	208,000.00	-	-	-	-	208,000.00
FIRST CENTRAL BANK MCCOOK	10/30/20	1.81%	236,200.00	-	-	-	-	236,200.00
SECURITY STATE BANK	10/30/20	1.79%	236,600.00	-	-	-	-	236,600.00
GREAT MIDWEST BANK	12/18/20	1.91%	115,000.00	-	-	-	-	115,000.00
CFG BANK	04/01/21	1.74%	243,500.00	-	-	-	-	243,500.00
IOWA VLY IA CMNTY CLG	06/01/21	1.55%	587,258.10	-	-	-	-	587,258.10
OXFORD-C-REF	08/01/21	1.70%	300,516.00	-	-	-	-	300,516.00
T BANK, NA	10/12/21	1.51%	100,000.00	-	-	-	-	100,000.00
Bank OZK	02/28/22	2.65%	230,100.00	-	-	-	-	230,100.00
TULSA CO ISD #3-TXBL	04/01/22	2.58%	693,178.90	-	-	-	-	693,178.90
TEXAS ST-C-REF-TXBL	10/01/22	1.61%	784,606.90	-	-	-	-	784,606.90
HONOLULU CITY and CNTY	10/01/22	1.58%	965,371.30	-	-	-	-	965,371.30

RICHFIELD PUBLIC SCHOOLS

Investment Holdings as of
January 27, 2020

Description	Matures	Rate	Cost	General Operating	Agency (Scholarships)	2018A Bond	2018B Bond	OPEB Bond
HONOLULU-E-TXBL	10/01/22	1.61%	282,931.00	-	-	-	-	282,931.00
HAWAII-FA-TXBL	10/01/23	1.62%	882,359.50	-	-	-	-	882,359.50
Total Investments Held			81,952,304.25	8,179,089.14	160,000.00	49,375,034.25	15,732,603.91	8,505,576.95

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, February 3, 2020

Subject: PERSONNEL ITEMS
(Recommended by Superintendent)

That the Board of Education approve the following personnel items:

Management Team Full Time Retirement

Lee Ann Wise – Currently on leave of absence

Certified Full Time Position for Employment – 1st Year Probation

Abigail Cromie – Special Education – RSTEM

Certified Full Time Request for Leave of Absence- Child Care

Jennifer Dooper-Salazar- Dual Immersion Language Arts – Senior High

Certified Full Time Retirements

Debra Buss- Grade 6 – Middle School

Steven Mills – Art – Middle School

Classified Part Time Positions for Employment – Paraprofessionals

Elsa Cruz Esteva- 14.15 hr/wk Managerial Para – RDLS

Diane Harayda- 10 hr/wk Special Ed. Para – Central

Classified Part Time Termination – Food & Nutrition Services

Carlicia Gilyard – 32 hr/wk Kitchen Assistant – Senior High

OLD BUSINESS - FOR ACTION

Agenda Item V.A.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, February 3, 2020

Subject: RDLS Facilities Project Change Orders #11, #12, #13, #14

(Recommended by the Superintendent)

That the Board of Education approve RDLS Facilities Project Change Orders #11, #12, #13, and #14 for net increase of \$71,049.88

Background Information

Change Order #11: \$19,619.79 - included in this change order are costs related to finish revisions per the Health Department in the Kitchen, Receiving and Dish Return areas. Also included is a credit for mobile bookshelves provided by the moving company initially paid for by the district as a temporary measure due to the contractor's casework being delivered late.

Change Order #12: \$18,716.28 - included in this change order are multiple costs for misc. electrical work required during the construction project due to Xcel Energy relocation delays and existing conditions. Also included are costs related to re-piping the waste piping at the 3-bay wash sink in the correct sequence and additional transfer grilles.

Change Order #13: \$11,342.10 - included in this change order are costs related to removing the existing sprinkler riser and installing a new valve assembly with a listed backflow preventer as required by the Fire Chief.

Change Order #14: \$21,371.71 - included in this change order are costs related to the reinstallation of existing smoke detectors per the building official and state fire marshal's requirement.

Original Contract Sum: \$9,048,000.00

Net change of previously authorized change orders: \$82,679.67

The contract sum prior to these change orders: \$9,130,679.67

The contract sum will be increased by these Changes Orders in the amount of: \$71,049.88

The new contract sum which includes these four Change Orders: \$9,201,729.55

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ICS
3890 Pheasant Ridge Drive N.E., Suite 180
Blaine, Minnesota 55449
Phone: (763) 354-2670
Fax: (763) 780-2866

Project: S180064 - RDLS - ISD #280, Richfield Dual Language School
7001 Elliot Avenue South
Richfield, Minnesota 55423

Contract Change Order #011: L.S. Black CO 011

CONTRACT COMPANY:	L.S. Black Constructors, Inc. 1959 Sloan Place, Suite 220 St. Paul, Minnesota 55117	CONTRACT FOR:	SC-S180064 - RDLS -001:L.S. Black Single Prime Contract
DATE CREATED:	1/21/2020	CREATED BY:	Raeann Wynn (ICS - Blaine, MN)
CONTRACT STATUS:	Approved	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	01/21/2020
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Design Development Backcharge
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	\$19,619.79

DESCRIPTION:

Included in this change order are costs related to finish revisions per the Health Department in the Kitchen, Receiving and Dish Return areas. Also included is a credit for mobile bookshelves provided by the moving company initially paid for by the district as a temporary measure due to the contractor's casework being delivered late.

CE #041 - PR #033 - Kitchen, Receiving, and Dish Return Finish Revisions: \$24,118.64
PR #033 - Kitchen, Receiving, and Dish Return Finish Revisions

CE #064 - RFCO - Deduct for Mobile Bookshelves: (\$4,498.85)
RFCO - Deduct for Mobile Bookshelves

ATTACHMENTS:

[CE 064 - RFCO - Deduct for Mobile Bookshelves.pdf](#) [CE 041 - PR #033 - Kitchen, Receiving, and Dish Return Finish Revisions.pdf](#)

CHANGE ORDER LINE ITEMS:

The original (Contract Sum)	\$ 9,048,000.00
Net change by previously authorized Change Orders	\$ 82,679.67
The contract sum prior to this Change Order was	\$ 9,130,679.67
The contract sum will be increased by this Change Order in the amount of	\$ 19,619.79
The new contract sum including this Change Order will be	\$ 9,150,299.46
The contract time will not be changed by this Change Order by 0 days	

L.S. Black Constructors, Inc.
1959 Sloan Place, Suite 220
St. Paul Minnesota 55117

Wold Architects & Engineers
332 Minnesota Street STE W2000
Saint Paul Minnesota 55101

Independent School District #280
7001 Harriet Avenue S.
Richfield Minnesota 55423

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ICS
3890 Pheasant Ridge Drive N.E., Suite 180
Blaine, Minnesota 55449
Phone: (763) 354-2670
Fax: (763) 780-2866

Project: S180064 - RDLS - ISD #280, Richfield Dual Language School
7001 Elliot Avenue South
Richfield, Minnesota 55423

Contract Change Order #012: L.S. Black CO 012

CONTRACT COMPANY:	L.S. Black Constructors, Inc. 1959 Sloan Place, Suite 220 St. Paul, Minnesota 55117	CONTRACT FOR:	SC-S180064 - RDLS -001:L.S. Black Single Prime Contract
DATE CREATED:	1/21/2020	CREATED BY:	Raeann Wynn (ICS - Blaine, MN)
CONTRACT STATUS:	Approved	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	01/21/2020
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Design Development Existing Condition
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	\$18,716.28

DESCRIPTION:

Included in this change order are costs for: Miscellaneous electrical time and material work including; r-pipe and re-pull in slab conduit and wiring that was cut for new plumbing excavation, re-install existing light fixtures not notes on plans. Also included is costs related to temporary power hook-ups, added connections and added circuits in inspections. Also included are costs related to the relocation of electrical boxes and raceways to accommodate the installation of the new IDUs and costs to relocate an existing security dialer out the way of a new door's swing. Also included are costs related to re-piping the waste piping at the 3-bay wash sink in the correct sequence (per PR #041) and additional transfer grilles.

CE #054 - PR #041 - Kitchen Mechanical Modifications: \$1,622.25
PR #041 - Kitchen Mechanical Modifications

CE #061 - RFCO - RFI 051 Electrical Raceway IDU Clash: \$720.52
RFCO - RFI 051 Electrical Raceway IDU Clash

CE #062 - RFCO - Relocate Security Dialer: \$2,472.91
RFCO - Relocate Security Dialer

CE #063 - RFCO - Misc. Electrical T&M Costs: \$13,900.60
RFCO - Misc. Electrical T&M Costs

Included in this change events are cost to:

- Re-pipe and re-pull feeder that was severed by slab saw-cutting for new plumbing.
- Re-pipe, re-pull wires, re-hang fixtures. Hard lid ceilings weren't showed to be demoed but it was required for duct demo and new runs.
- Temp connections for Kitchen.
- Remove existing conduit for new duct runs.
- Fix existing conditions to pass inspections i.e. connect pipes to boxes, support flex conduits, etc.
- Move existing switches to accommodate new casework in rooms 116 & 118.

ATTACHMENTS:

[CE 054 - PR 041 - Kitchen Mechanical Modifications.pdf](#) [CE 063 - RFCO - Misc. Electrical T&M Costs.pdf](#) [CE 062 - RFCO - Relocate Security Dialer.pdf](#) [CE 061 - RFCO - RFI 051 Electrical Raceway IDU Clash.pdf](#)

CHANGE ORDER LINE ITEMS:



The original (Contract Sum)	\$ 9,048,000.00
Net change by previously authorized Change Orders	\$ 102,299.46
The contract sum prior to this Change Order was	\$ 9,150,299.46
The contract sum will be increased by this Change Order in the amount of	\$ 18,716.28
The new contract sum including this Change Order will be	\$ 9,169,015.74
The contract time will not be changed by this Change Order by 0 days	

L.S. Black Constructors, Inc.
1959 Sloan Place, Suite 220
St. Paul Minnesota 55117

Wold Architects & Engineers
332 Minnesota Street STE W2000
Saint Paul Minnesota 55101

Independent School District #280
7001 Harriet Avenue S.
Richfield Minnesota 55423

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ICS
3890 Pheasant Ridge Drive N.E., Suite 180
Blaine, Minnesota 55449
Phone: (763) 354-2670
Fax: (763) 780-2866

Project: S180064 - RDLS - ISD #280, Richfield Dual Language School
7001 Elliot Avenue South
Richfield, Minnesota 55423

Contract Change Order #013: L.S. Black CO 013

CONTRACT COMPANY:	L.S. Black Constructors, Inc. 1959 Sloan Place, Suite 220 St. Paul, Minnesota 55117	CONTRACT FOR:	SC-S180064 - RDLS -001:L.S. Black Single Prime Contract
DATE CREATED:	1/21/2020	CREATED BY:	Raeann Wynn (ICS - Blaine, MN)
CONTRACT STATUS:	Approved	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	01/21/2020
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Existing Condition
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	\$11,342.10

DESCRIPTION:

Included in this change order are costs related to removing the existing sprinkler riser and installing a new valve assembly with a listed back-flow preventer.

CE #051 - RFCO - Fire Sprinkler Riser Valve Assembly Modification (LifeSaver): \$11,342.10
RFCO - Fire Sprinkler Riser Valve Assembly Modification (LifeSaver)

ATTACHMENTS:

[CE 051 - RFCO - Fire Sprinkler Riser Valve Assembly Modification \(LifeSaver\).pdf](#)

CHANGE ORDER LINE ITEMS:

The original (Contract Sum)	\$ 9,048,000.00
Net change by previously authorized Change Orders	\$ 121,015.74
The contract sum prior to this Change Order was	\$ 9,169,015.74
The contract sum will be increased by this Change Order in the amount of	\$ 11,342.10
The new contract sum including this Change Order will be	\$ 9,180,357.84
The contract time will not be changed by this Change Order by 0 days	

L.S. Black Constructors, Inc.
1959 Sloan Place, Suite 220
St. Paul Minnesota 55117

Wold Architects & Engineers
332 Minnesota Street STE W2000
Saint Paul Minnesota 55101

Independent School District #280
7001 Harriet Avenue S.
Richfield Minnesota 55423

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ICS
3890 Pheasant Ridge Drive N.E., Suite 180
Blaine, Minnesota 55449
Phone: (763) 354-2670
Fax: (763) 780-2866

Project: S180064 - RDLS - ISD #280, Richfield Dual Language School
7001 Elliot Avenue South
Richfield, Minnesota 55423

Contract Change Order #014: L.S. Black CO 014

CONTRACT COMPANY:	L.S. Black Constructors, Inc. 1959 Sloan Place, Suite 220 St. Paul, Minnesota 55117	CONTRACT FOR:	SC-S180064 - RDLS -001:L.S. Black Single Prime Contract
DATE CREATED:	1/21/2020	CREATED BY:	Raeann Wynn (ICS - Blaine, MN)
CONTRACT STATUS:	Approved	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	01/21/2020
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Design Development
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	\$21,371.71

DESCRIPTION:

Included in this change order are costs related to the re-installation of existing smoke detectors per the building official and state fire marshal's requirement.

CE #056 - RFCO - Smoke Detector Re-Installation: \$21,371.71
RFCO - Smoke Detector Re-Installation

ATTACHMENTS:

[CE 056 - RFCO - Smoke Detector Re-Installation.pdf](#)

CHANGE ORDER LINE ITEMS:

The original (Contract Sum)	\$ 9,048,000.00
Net change by previously authorized Change Orders	\$ 132,357.84
The contract sum prior to this Change Order was	\$ 9,180,357.84
The contract sum will be increased by this Change Order in the amount of	\$ 21,371.71
The new contract sum including this Change Order will be	\$ 9,201,729.55
The contract time will not be changed by this Change Order by 0 days	

L.S. Black Constructors, Inc.
1959 Sloan Place, Suite 220
St. Paul Minnesota 55117

Wold Architects & Engineers
332 Minnesota Street STE W2000
Saint Paul Minnesota 55101

Independent School District #280
7001 Harriet Avenue S.
Richfield Minnesota 55423

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OLD BUSINESS - FOR ACTION

Agenda Item V.B.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, February 3, 2020

Subject: RHS Facilities Project Change Order #13

(Recommended by the Superintendent)

That the Board of Education approves RHS Facilities Project Change Order #13 for net increase of \$11,888.05.

Background Information

Change Order #13: Costs on the change order are for adding paging and fire strobes for the expanded upper commons space, along with adding an electrical breaker to the dishwasher machine. Other costs include adding insulation to roof drain, and adding building official required spray foam to wall. There are also two credits on this change order, which omitted data for digital displays, and eliminating the data closet in the District Office.

The original (Contract Sum)	\$ 35,430,000.00
Net change by previously authorized Change Orders	\$ 713,660.95
The contract sum prior to this Change Order was	\$ 36,143,660.95
The contract sum will be increased by this Change Order in the amount of	\$ 11,888.05
The new contract sum including this Change Order will be	\$ 36,155,549.00
The contract time will not be changed by this Change Order by 0 days	



ICS
3890 Pheasant Ridge Drive N.E., Suite 180
Blaine, Minnesota 55449
Phone: (763) 354-2670
Fax: (763) 780-2866

Project: S180064 - RHS - ISD #280, Richfield High School
7001 Harriet Avenue South
Richfield, Minnesota 55423

Contract Change Order #013: L.S. Black CO 013

CONTRACT COMPANY:	L.S. Black Constructors, Inc. 1959 Sloan Place, Suite 220 St. Paul, Minnesota 55117	CONTRACT FOR:	SC-S180064 - RHS-001:L.S. Black Single Prime Contract
DATE CREATED:	1/24/2020	CREATED BY:	Raeann Wynn (ICS - Blaine, MN)
CONTRACT STATUS:	Approved	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	01/24/2020
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	\$11,888.05

DESCRIPTION:

Majority of the costs is adding paging and fire strobes for the expanded upper commons space, along with adding an electrical breaker to the dishwasher machine. Other costs include adding insulation to roof drain, and adding building official required spray foam to wall. There are also two credits on this change order, which omitted data for digital displays, and eliminating the data closet in the District Office.

CE #040 - #102: Second Floor Area N South Wall: \$3,477.60

CE #059 - PR #026 Area 'L' Electrical RFI #148: \$7,896.00

CE #068 - PR #031 Data drop and TV input delete: (\$9,225.00)

CE #070 - #185: Unit Ventilator existing circuit breakers: \$325.50

CE #086 - PR #044 Dishwasher Machine Electrical Breaker Add: \$5,507.25

CE #099 - PR #053 Areas J&M Data Closet Revision: (\$1,610.00)

CE #119 - #159: Removal of existing cabinets: \$1,653.75

CE #126 - PR #064 #337: Basement E Roof Drain Insulation: \$3,274.95

CE #135 - #163: 2nd Floor Area K Ceiling: \$252.00

CE #136 - #178: 2nd Floor Area K/L/H Stairway Soffit: \$336.00

ATTACHMENTS:



[CE 068 - PR 031 Pricing.pdf](#) [CE 119 PR-159 Pricing.pdf](#) [CE 099 - PR 053 Pricing \(1\).pdf](#) [CE 070 RFI-185 Pricing.pdf](#) [CE 059 PR-26 Pricing.pdf](#)
[CE 040 RFI-102 Pricing.pdf](#) [CE 86 PR-044 Pricing REV 01.pdf](#) [CE 126 PR-064 Pricing.pdf](#) [CE 135 RFI-163 Pricing.pdf](#) [CE 136 RFI-178 Pricing.pdf](#)

CHANGE ORDER LINE ITEMS:

The original (Contract Sum)	\$ 35,430,000.00
Net change by previously authorized Change Orders	\$ 713,660.95
The contract sum prior to this Change Order was	\$ 36,143,660.95
The contract sum will be increased by this Change Order in the amount of	\$ 11,888.05
The new contract sum including this Change Order will be	\$ 36,155,549.00
The contract time will not be changed by this Change Order by 0 days	

L.S. Black Constructors, Inc.
1959 Sloan Place, Suite 220
St. Paul Minnesota 55117

Wold Architects & Engineers
332 Minnesota Street, Suite W2000
St. Paul Minnesota 55101

Independent School District #280
7001 Harriet Avenue S.
Richfield Minnesota 55423

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OLD BUSINESS - FOR ACTION

Agenda Item V.C.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, February 3, 2020

Subject: RSTEM Facilities Project Change Orders #14, #15, #16, #17

(Recommended by the Superintendent)

That the Board of Education approves RSTEM Facilities Project Change Orders #14, #15, #16, and #17 resulting in a net increase of \$111,850.80.

Background Information

Change Order #14: \$49,396.68 - Modifications to hydronic piping due to inaccessible routes for existing conditions.

Change Order #15: \$24,310.08 - Largest cost is due to mechanical modifications including: addition of a condensate pump for air handler and replacement of the existing wall hydrant in the existing chiller equipment room. The other major costs on the change order are electrical receptacle additions and modifications due to locations of digital displays in classrooms and flex rooms.

Change Order #16: \$20,786.04 - Additional demolition required for unforeseen ceiling/abatement requirements and owner request projector mount removal.

Change Order #17: \$17,358.00 - Unit ventilator finishes and patching due to removal of special conditions in certain classrooms.

Original Contract Sum: \$14,800,000.00

Net change of previously authorized change orders: \$371,385.66

The contract sum prior to these change orders: \$15,171,385.66

The contract sum will be increased by these Changes Orders in the amount of: \$111,850.80

The new contract sum which includes these four Change Orders: \$15,283,236.46



ICS
3890 Pheasant Ridge Drive N.E., Suite 180
Blaine, Minnesota 55449
Phone: (763) 354-2670
Fax: (763) 780-2866

Project: S180064 - STEM - ISD #280, Richfield STEM School
7020 12th Ave S
Richfield, Minnesota

Contract Change Order #014: Shaw-Lundquist CO 014

CONTRACT COMPANY:	Shaw-Lundquist Associates, Inc. 2757 West Service Road St. Paul, Minnesota 55121	CONTRACT FOR:	SC-S180064 - STEM-001:Shaw-Lundquist Single Prime Contract
DATE CREATED:	1/24/2020	CREATED BY:	Raeann Wynn (ICS - Blaine, MN)
CONTRACT STATUS:	Approved	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	01/24/2020
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	\$49,396.68

DESCRIPTION:
Modifications to hydronic piping due to inaccessible routes for existing conditions.

CE #031 - PR #013 - Lower Level Hydronic Piping Route: \$49,396.68

ATTACHMENTS:

[CE 031 PR 013 Revised II.pdf](#)

CHANGE ORDER LINE ITEMS:

The original (Contract Sum)	\$ 14,800,000.00
Net change by previously authorized Change Orders	\$ 371,385.66
The contract sum prior to this Change Order was	\$ 15,171,385.66
The contract sum will be increased by this Change Order in the amount of	\$ 49,396.68
The new contract sum including this Change Order will be	\$ 15,220,782.34
The contract time will not be changed by this Change Order by 0 days	

Shaw-Lundquist Associates, Inc.
2757 West Service Road
St. Paul Minnesota 55121

Wold Architects & Engineers
332 Minnesota Street STE W2000
Saint Paul Minnesota 55101

Independent School District #280
7001 Harriet Avenue S.
Richfield Minnesota 55423

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DATE



ICS
3890 Pheasant Ridge Drive N.E., Suite 180
Blaine, Minnesota 55449
Phone: (763) 354-2670
Fax: (763) 780-2866

Project: S180064 - STEM - ISD #280, Richfield STEM School
7020 12th Ave S
Richfield, Minnesota

Contract Change Order #015: Shaw-Lundquist CO 015

CONTRACT COMPANY:	Shaw-Lundquist Associates, Inc. 2757 West Service Road St. Paul, Minnesota 55121	CONTRACT FOR:	SC-S180064 - STEM-001:Shaw-Lundquist Single Prime Contract
DATE CREATED:	1/24/2020	CREATED BY:	Raeann Wynn (ICS - Blaine, MN)
CONTRACT STATUS:	Approved	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	01/24/2020
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	\$24,310.08

DESCRIPTION:

Largest cost is due to mechanical modifications including: addition of a condensate pump for air handler and replacement of the existing wall hydrant in the existing chiller equipment room. The other major costs on the change order is electrical receptacle modifications due to locations of digital displays in classrooms and flex rooms.

CE #064 - PR #024 Digital Display: \$5,099.20

CE #128 - #205: B114 Flex Room Receptacle: \$127.05

CE #131 - #191: Bearing Plate and Beam Pocket: \$1,247.53

CE #133 - #210: Light Fixtures in B105: \$137.33

CE #134 - PR #052 - AHU-A8 Condensate and EWC Plumbing Fixture Clarification RFI # 183 and 208: \$10,670.98

CE #135 - #211: Vent Phase 2 Lower Level Floor Drain: \$2,233.36

CE #136 - #145: Sectional Drain Valves: \$2,985.45

CE #137 - #214: Missing Infill Detail: \$1,391.18

CE #143 - Wood door adjustments classrooms 215 & 216 to close: \$418.00

ATTACHMENTS:

[CE 136 Pricing.pdf](#) [CE 135 Pricing.pdf](#) [CE 133 Pricing.pdf](#) [CE 128 Pricing.pdf](#) [CE 134 PR 052 Pricing.pdf](#) [CE 064 PR 024 Revised Pricing.pdf](#) [CE 143 wood door adj 215 & 216 Pricing.pdf](#) [CE 137 Pricing RFI 214 missing infill detail.pdf](#) [CE 131 Revised Pricing RFI 191 bearing plate & beam pocket STEM 2019-11-25.pdf](#)



CHANGE ORDER LINE ITEMS:

The original (Contract Sum)	\$ 14,800,000.00
Net change by previously authorized Change Orders	\$ 420,782.34
The contract sum prior to this Change Order was	\$ 15,220,782.34
The contract sum will be increased by this Change Order in the amount of	\$ 24,310.08
The new contract sum including this Change Order will be	\$ 15,245,092.42
The contract time will not be changed by this Change Order by 0 days	

Shaw-Lundquist Associates, Inc.
2757 West Service Road
St. Paul Minnesota 55121

Wold Architects & Engineers
332 Minnesota Street STE W2000
Saint Paul Minnesota 55101

Independent School District #280
7001 Harriet Avenue S.
Richfield Minnesota 55423

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE



ICS
3890 Pheasant Ridge Drive N.E., Suite 180
Blaine, Minnesota 55449
Phone: (763) 354-2670
Fax: (763) 780-2866

Project: S180064 - STEM - ISD #280, Richfield STEM School
7020 12th Ave S
Richfield, Minnesota

Contract Change Order #016: Shaw-Lundquist CO 016

CONTRACT COMPANY:	Shaw-Lundquist Associates, Inc. 2757 West Service Road St. Paul, Minnesota 55121	CONTRACT FOR:	SC-S180064 - STEM-001:Shaw-Lundquist Single Prime Contract
DATE CREATED:	1/24/2020	CREATED BY:	Raeann Wynn (ICS - Blaine, MN)
CONTRACT STATUS:	Approved	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	01/24/2020
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	\$20,786.04

DESCRIPTION:
Additional demolition required for unforeseen ceiling/abatement requirements and owner request project mount removal.

CE #039 - Additional Labor for Demolition: \$5,818.20

CE #046 - PR #019 - Temporary Ceiling Removal For 3rd Floor Hydronic Piping: \$13,702.59

CE #073 - Remove and Salvage Projector Mounts/Cables and Replace Ceiling Pad: \$1,265.25

ATTACHMENTS:

CHANGE ORDER LINE ITEMS:

The original (Contract Sum)	\$ 14,800,000.00
Net change by previously authorized Change Orders	\$ 445,092.42
The contract sum prior to this Change Order was	\$ 15,245,092.42
The contract sum will be increased by this Change Order in the amount of	\$ 20,786.04
The new contract sum including this Change Order will be	\$ 15,265,878.46
The contract time will not be changed by this Change Order by 0 days	

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Saint Paul Minnesota 55101

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ICS
3890 Pheasant Ridge Drive N.E., Suite 180
Blaine, Minnesota 55449
Phone: (763) 354-2670
Fax: (763) 780-2866

Project: S180064 - STEM - ISD #280, Richfield STEM School
7020 12th Ave S
Richfield, Minnesota

Contract Change Order #017: Shaw-Lundquist CO 017

CONTRACT COMPANY:	Shaw-Lundquist Associates, Inc. 2757 West Service Road St. Paul, Minnesota 55121	CONTRACT FOR:	SC-S180064 - STEM-001:Shaw-Lundquist Single Prime Contract
DATE CREATED:	1/24/2020	CREATED BY:	Raeann Wynn (ICS - Blaine, MN)
CONTRACT STATUS:	Approved	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	01/24/2020
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	\$17,358.00

DESCRIPTION:

Unit ventilator finishes and patching due to removal of special conditions in certain classrooms.

CE #114 - #114: Existing Holes Near Removed Unit Ventilators: \$16,940.00

CE #130 - #203: Unit Ventilator at Existing Hole in Floor: \$418.00

ATTACHMENTS:

[CE 114 Pricing.pdf](#)

CHANGE ORDER LINE ITEMS:

The original (Contract Sum)	\$ 14,800,000.00
Net change by previously authorized Change Orders	\$ 465,878.46
The contract sum prior to this Change Order was	\$ 15,265,878.46
The contract sum will be increased by this Change Order in the amount of	\$ 17,358.00
The new contract sum including this Change Order will be	\$ 15,283,236.46
The contract time will not be changed by this Change Order by 0 days	

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Independent School District #280
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Richfield Minnesota 55423

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OLD BUSINESS - FOR REVIEW

Agenda Item V.D.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, February 3, 2020

**Subject: Policy 112 Wellness, 112.1 Administrative Guidelines and
112.2 Administrative Guidelines - Wellness-Nutrition Services Operations and
Meal Charges**

(Recommended by the Superintendent)

That the Board take another look at the revisions in Policy 112 and 112.1 and
Administrative Guidelines 112.2.

Attachments

Policy 112 Wellness – Second Read

Policy 112.1 Administrative Guidelines

Administrative Guidelines 112.2 - Third Draft

RICHFIELD PUBLIC SCHOOLS

WELLNESS

I. PURPOSE

The purpose of this policy is to assure a school environment that promotes and protects students' health, well-being, and ability to learn by supporting healthy eating and physical activity.

II. GENERAL STATEMENT OF POLICY

- A. The School Board recognizes that nutrition and physical activity are essential components of the educational process and that good health fosters student attendance and education. Therefore, students shall be provided access to healthy foods and opportunities to be physically active in order to learn, grow and excel. ~~grow, learn, and thrive.~~
- B. The school environment should promote students' health, well-being, and ability to learn by encouraging healthy eating and physical activity.
- C. The School Board recognizes that nutrition promotion and education, physical activity, and other school-based activities that promote student wellness are essential components of the educational process and that good health fosters student attendance and academic performance.
- D. All students in grades K-12 will have opportunities, support, and encouragement to be physically active on a regular basis.
- E. The District will establish goals for nutrition education and promotion; physical education and activity; and will establish connections between nutrition education, school meal programs, schoolyard gardens and related community services to foster lifelong habits of healthy eating and physical activity.
- F. The School Board endorses and the school district adheres to the USDA nutrition guidelines to promote student health and to prevent and reduce childhood obesity, eating disorders and chronic disease.
- G. The school district encourages the involvement of parents, students, representatives of the school food authority, teachers, school health professionals, the school board, school administrators, and the general public in the development, implementation, and periodic review and update of the school district's wellness policy.
- H. Qualified food service personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students; try to accommodate the religious, ethnic,

and cultural diversity of the student body in meal planning; and will provide clean, safe, and pleasant setting and adequate time for students to eat.

I. The District will inform and update the public (including parents, students, and others in the community) about the content and implementation of the District Wellness policy in accordance with policy guidelines.

J. The Chief HR and Administrative Officer has responsibility to ensure that each school complies with the District Wellness Policy. The Wellness Policy will be measured periodically on the extent to which school are in compliance, the progress made in attaining nutrition and physical activity goals, and the extent to which the District Wellness policy compares to model Wellness policies. The results of this assessment will be made available to the School Board and the public.

III. Legal References

7 U.S.C. § 5341 (Establishment of Dietary Guidelines)
7 C.F.R. § 210.10 (School Lunch Program Regulations)
7 C.F.R. § 220.8 (School Breakfast Program Regulations)
42 U.S.C. § 1771 et seq. (Child Nutrition Act of 1966)
42 U.S.C. § 1751 et seq. (National School Lunch Act)
42 U.S.C. § 1758b (Local School Wellness Policy)
Minn. Stat. §121A.215 (Local School District Wellness Policy)

ADOPTED BY THE BOARD OF EDUCATION: April 3, 2006

REVIEWED BY THE BOARD OF EDUCATION: May 18, 2015, June 12, 2017

RICHFIELD PUBLIC SCHOOLS

ADMINISTRATIVE GUIDELINES

WELLNESS

NUTRITION AND ENVIRONMENTAL GUIDELINES

The Administrative Guidelines outlined within this document are intended to create a school environment that protects and promotes the health of our students. Our commitment is to provide nutrition education and regular physical activity, as well as access to nutritious foods for all students.

I. USDA SCHOOL MEALS AND SNACKS

School meals will include a variety of healthy choices while accommodating special dietary needs and ethnic and cultural food preferences. All schools shall participate in the USDA school breakfast and school lunch programs. Schools eligible for the Fruit and Vegetable program will apply to implement this program. The schools will make every effort to eliminate any social stigma attached to, and prevent the over-identification of, students who are eligible for free and reduced-priced meals. Food and nutrition services will utilize electronic identification and payment systems and promote the availability of school meals to all students. The schools will also make every effort to eliminate any social stigma attached to negative meal balance. Under no circumstances shall any student be turned away from a USDA meal. Under no circumstances shall any student receive restricted choice related to USDA meal options provided to students.

A. USDA Standards for Meals and Food Service Staff

- All foods and beverages made available on campus (including concessions, school stores, a la carte cafeteria items, etc.) during the school day shall be consistent with the current USDA Dietary Guidelines for Americans and applicable federal rules and regulations.
- The Director of Food and Nutrition Services shall ensure that all reimbursable meals meet nutrition standards mandated by the USDA, as well as any additional state nutrition standards that go beyond USDA requirements;
 1. All such items shall be appropriate to the school setting.
 2. In the event a written complaint is filed regarding the approval or disapproval of any item, the ~~School Board~~Superintendent or designee and the Director, after review, shall make the final determination.

The Director of Food and Nutrition Services shall be responsible for the school district's food service program. Duties shall include monitoring nutrition guidelines and procedures for the selection of foods and beverages made available on campus to ensure food and beverage choices are consistent with current USDA Dietary Guidelines for Americans. The school meal programs will be administered by a dietician or nutritionist with school meal experience. If the district does not employ staff with this expertise, consultants will be used. The schools shall provide the opportunity for continuing professional development for all food and nutrition service personnel. All food and nutrition service staff will be provided training on USDA meal plans/reimbursable meals so they can properly advise students as to the meal components they may/must take, as well as cooking techniques, recipe implementation, sanitation, and food safety;

All menus will be reviewed by the Director of Food and Nutrition. When this is not feasible, sample USDA menus or USDA software for menu review may be used.

The schools shall make every effort to provide students with sufficient time to eat after sitting down for school meals and will schedule meal periods at appropriate times during the school day.

B. Meal Environment

- Meals will be served in a clean and pleasant setting and under appropriate supervision. Rules for safe behavior will be consistently enforced.
- The High School is a limited open campus. It is a closed campus, meaning students are not permitted to leave the school grounds during the school, to all 9th and 10th graders. Students in 11th and 12th grades may apply to be eligible to leave the campus during the day and may be approved based on parent approval and qualifying standards determined at the high school level.
- Schools will make every effort to provide students with sufficient time to eat after sitting down (approximately 20 minutes) for school meals and will schedule meal periods at appropriate times during the school day.
- The elementary schools, grades K-5, are encouraged to schedule recess time before lunch when possible.
- Tutoring, club, or organizational meetings or activities will not be scheduled during mealtimes, unless students may eat during such activities.
- The schools shall work to provide students access to hand washing or hand sanitizing before they eat meals or snacks and teachers, food and nutrition and school staff will remind students to make use of them.
- Information on the nutritional content and ingredients of meals will be found on menus, in school newsletters and/or the district web-site. Parents/guardians and students will be informed that information is available and information shall be kept up-to-date.

C. Meal Promotion

- Participation in school meal programs will be promoted. Parents/guardians will be notified of the availability of the breakfast, lunch and summer food programs and will be encouraged to determine eligibility for reduced or free meals. The District will, to the extent possible, arrange bus schedules and utilize methods to serve school breakfasts that encourage participation, including serving breakfast in the cafeteria or “grab-and-go” breakfast in the classroom.
- Foods served as part of the Before and Aftercare (childcare) programs run by the school must meet USDA standards if they are reimbursable under a school meals program. Otherwise they must meet the nutrition standards for competitive foods (see Part B). Foods served as part of the Before and Aftercare (child care) programs run by an outside organization (e.g., YMCA) must meet the district's nutrition standards for competitive foods.

II. FOOD AND BEVERAGES OUTSIDE REIMBURSABLE MEALS

A. Competitive Foods and Beverages

All foods and beverages *sold* on school grounds to students outside of reimbursable school meals are considered “*competitive foods*.” Competitive foods include items sold a la carte in the cafeteria, from vending machines, school stores and for in-school fundraisers during the school day*.

All competitive foods must comply with the USDA Smart Snacks in School standards (See Wellness Attachment), as well as all applicable state standards. Foods *served* as part of the Before and Aftercare (child care) programs and clubs must also comply with these nutrition standards *unless* they are reimbursable under USDA school meals program, in which case they must comply with all applicable USDA standards.

Competition for food sales with the School Lunch Program is prohibited by the School District's participation in the federal school lunch program. Competition of non-nutritious food sales with the School Lunch Program during the school day is prohibited. The school principal shall regulate the hours of operation of any vending machine, school store or concession stands. The food and beverage products dispensed by vending machines or concession stands operated on campus outside the regular school day shall strive to provide nutritious substitutions for high sugar and fat content items as evaluated by the Food and Nutrition Services Director.

The schools shall encourage all students to make age appropriate, healthy selections of foods and beverages, including those sold individually outside the reimbursable school meal programs, and after school, such as through vending machines, fundraising events, concession stands, and student stores.

*School day is defined by the USDA as the period from midnight before, to 30 minutes after the end of the official school day.

B. Other Foods and Beverages Made Available to Students

Student wellness will be a consideration for all foods served to students on the school campus, including those foods provided through:

1. Celebrations and parties. Food and beverages will not be part of classroom celebrations, parties or student birthday recognition events. The District will make available to parents a list of non-food celebration ideas.
2. Any classroom snacks will follow USDA Smart Snacks in School guidelines.

C. Rewards and Incentives

The use of food or beverages as a reward should follow USDA Smart Snacks in School Guidelines (unless this practice is allowed by a student's individual education plan or behavior intervention plan) and will not withhold food or beverage as a punishment.

D. Fundraising

The sale or distribution of food and beverage products by individuals for consumption during the school day, as a fund raising activity, shall follow USDA Smart Snacks in School Guidelines. However, preorders for distribution and consumption after school may be allowed at the discretion of the school principal. Non-food fundraising is promoted and activities that promote physical activity are encouraged. The District will make available to parents and teachers a list of healthy fundraising ideas.

E. Access to Drinking Water

- Students and school staff members will have access to free, safe, fresh drinking water at all times throughout the school day. Water jugs and cups will be available in the cafeteria if water fountains are not present, Supervisory staff will facilitate access to water in the cafeteria. Students will be allowed to bring drinking water from home into the classroom.
- Water will be promoted as a substitute for sugar-sweetened beverages (SSBs). The District prohibits the selling of food and beverages containing caffeine and non-nutritive sweeteners to elementary and, middle and high school students.
- School staff will be encouraged to model drinking water consumption.
- Maintenance will be performed on all water fountains regularly to ensure that hygiene standards for drinking fountains, water jugs, hydration stations, water jets, and other methods for delivering drinking water are maintained.

III. NUTRITION EDUCATION AND PROMOTION

The Healthy Hunger – Free Act (The Act) requires that wellness policies include goals for nutrition education, physical activity, and other school-based activities that are designed to promote student wellness in a manner that the school district determines appropriate.

A. The District will encourage and support healthy eating by students and engage in nutrition education and promotion that is:

1. Offered as part of a sequential and comprehensive K-12 program designed to provide students with knowledge and skills necessary to promote and protect their health.
2. Part of health education classes as well as classroom instruction in subjects such as math, science, language arts, social science and elective subjects, where appropriate.

Students will receive consistent nutrition messages throughout schools, classrooms, cafeterias, and school media. The schools shall model, encourage and support healthy eating by students and engage in nutrition promotion.

1. Nutrition promotion can include participatory activities such as contests, promotions, farm visits, and experience working in school gardens. Nutrition promotion shall be designed to be enjoyable, developmentally appropriate, culturally relevant, and includes participatory activities, such as contests, promotions, taste testing, and field trips.
2. The nutrition education program may be linked to school meal programs, school gardens, food and nutrition promotion, after-school programs, and farm-to-school programs.
3. Nutrition education may be offered in the cafeteria as well as the classroom, with coordination between the food and nutrition services staff and teachers.
4. Nutrition education will promote fruits, vegetables, whole-grain products, low-fat dairy products, healthy food preparation methods, and proper portion sizes.
5. Students will have opportunities to taste foods that are low in saturated and trans fats, sodium and added sugar.
6. Staff members responsible for nutrition education will participate in relevant professional development (e.g., training on the Dietary Guidelines for Americans and how to teach the guidelines).

7. Staff will only use approved nutrition curriculum in the classroom. Curriculum developed by corporate interest is prohibited.
8. Nutrition education will be provided to families via handouts, newsletters, postings on the web-site, presentations and/or workshops. The school menu will be posted online.
9. Staff is strongly encouraged to model healthful eating habits, and discouraged from eating in front of children/sharing food with children during regular class time, outside of activities related to the nutrition education curriculum.

Specifically the nutrition curriculum will encompass:

- Promotion of adequate nutrient intake and healthy eating practices;
- Skill development, such as reading labels to evaluate the nutrient quality of foods, meal planning, and analysis of health information
- Examination of the problems associated with food marketing to children;
- Nutrition themes including, but not limited to USDA's MY Plate, Dietary Guidelines for Americans, adequate nutrient intake, body image and food safety.

IV. OTHER

A. Marketing

School –based marketing will be consistent with nutrition education and health promotion. As such, the following guidelines apply:

- Schools will restrict food and beverage marketing to the promotion of only those foods and beverages that meet the nutrition standards set forth in the District Wellness Policy;
- Smarter lunchroom techniques will be used to encourage fruit, vegetable, dry beans and pea choices.
- Examples of marketing techniques include:
 - Brand names, trademarks, logos, or tags, except when placed on a physically present food or beverage product or on its container.
 - Displays, such as on vending machine exteriors.
 - Corporate brand, logo, name, or trademark on school equipment, message boards, scoreboards, or uniforms
 - Advertisements in school publications or school mailings
 - Sponsorship of school activities, fundraisers, or sports teams;

- Educational incentive programs such as contests, or programs that provide schools with supplies of funds when families purchase specific food products
- Free samples or coupons displaying advertising of a product

V. PHYSICAL ACTIVITY

A. Physical Education

All K-12 students will receive physical education. Physical Education will be based on the Minnesota Physical Education Standards Fall 2017 and coordinated with the National Health Education Standards (K-12). All K-12 students will receive physical education. Master scheduling will strive to provide, 60 minutes per week for elementary school students, 497 minutes daily for middle school students for 1 trimester per year, 50 minutes daily for high school students with 1 full year (2 semesters) required for graduation. All physical education classes (K-12) ~~are will be~~ taught by licensed teachers who are certified or endorsed to teach physical education at a teacher to student ratio ~~of planned to be~~ no greater than 40:1. Physical education programs will meet the needs of all students, including students with disabilities, special health-care needs, and students in alternative educational settings, and actively teach cooperation, fair play, and responsible participation.

Student involvement in other activities, including those involving physical activity (e.g. interscholastic or intramural sports), will not be substituted for physical education.

- Physical education classes will count toward graduation and GPA.
- Waivers, exemptions, or substitutions for physical education classes will not be granted
- The school prohibits the use of physical activity and withholding of physical education class and other forms of physical activity as punishment
- All physical education classes will be taught by a qualified physical education teacher and at least 80% of time will be spent in moderate to vigorous activity.
- The school will provide adequate space/equipment and conform to all safety standards.
- Physical education staff will receive professional development on a yearly basis
- Students missing class will be encouraged to make up missed physical activity time by participating in an equivalent physical activity, including at least 30 minutes of moderate to vigorous activity (examples include intramural athletics, documented exercise, etc.).

B. Physical Activity

All students will have opportunities for physical activity beyond physical education class. Classroom health education will reinforce the knowledge and

skills needed to maintain a physically active lifestyle. Opportunities for physical activity shall be incorporated into other subject lessons, where appropriate. Classroom teachers shall provide short physical activity breaks between lessons or classes, as appropriate. The district encourages teachers to serve as role models by being physically active alongside the students. The district offers extra and co-curricular activities. Through formal joint of shared-use agreements, indoor and outdoor physical activity facilities are spaces that will be open to students, families, and the community outside of school hours.

C. Recess

All elementary school students will have supervised recess before or after the lunch period, during which moderate to vigorous physical activity will be encouraged. Outdoor recess will only be withheld in the event of extreme weather, as defined by the district. In the event that recess must be held indoors, teachers and staff will follow indoor recess guidelines to ensure adequate physical activity for students.

D. Physical Activity Programs

Elementary, middle, and high school will offer extracurricular physical activity programs, such as physical activity clubs and intramural programs. High school and middle school will offer interscholastic sports programs to all students.

E. Safe Routes to School

The school district will assess and, if necessary and to the extent possible, make needed improvements to make it safer and easier for students to walk and bike to school. For example, crossing guards may be stationed around the school to facilitate safe walking and biking school commutes, and bike racks will be available. The School District will work together with local public works, public safety, and/or police departments in those efforts.

VI. WELLNESS LEADERSHIP AND COMMUNITY INVOLVEMENT

This wellness policy was developed by the District Health, Safety and Wellness Committee, a group comprised of individuals from the following groups: parents/guardians, principals, teachers, food and nutrition service personnel, health service personnel, school board members, school administrators, and other interested persons (such as local public health). Policy revisions will take into account new research and evidence on health trends, new national and state standards and guidelines, new state and federal initiatives, local evaluation data, changing district priorities, and other related issues. Meetings are held 4 times during the school year. All meeting dates are posted on the district website and are open to the public.

The Chief Human Resources and Administrative Officer is charged with operational responsibility for ensuring that the District meets the requirements of the wellness policy.

The Principal of each school will develop an annual action plan to implement the District Wellness Policy, ensure compliance within the school and will report annually to the Chief Human Resources and Administrative Officer regarding compliance.

VII. POLICY IMPLEMENTATION AND PUBLICATION

After approval by the school board, the wellness policy will be implemented throughout the school district and an on-going District Health, Safety and Wellness Committee with community-wide representation will be maintained.

The District will post the Wellness Policy on its website. Information including the following shall be posted on the school district website before the start of the following school year.

VIII. ANNUAL REPORTING

The Chief Human Resources and Administrative Officer will annually inform the public about the content and implementation of the Wellness policy and make the Policy and any updates to the policy available to the public. The report shall be posted on the District website and provide the following information:

- The extent to which each school is in compliance with the wellness policy;
- Progress made in attaining the goals of the Policy
- Triennial assessment findings
- Web link of the Wellness Policy
- Contact details for committee leadership and information

Triennial Assessment

At least once every three years, the District will evaluate compliance with the Wellness Policy to assess the implementation of the Policy and create a report that includes the following information:

- The extent to which schools under the jurisdiction of the District are in compliance with the Wellness Policy
- The extent to which the District's Wellness Policy compares to model local wellness Policies; and
- A description of the progress made in attaining the goals of the District's Wellness Policy

The Food and Nutrition Services Supervisor will be responsible for conducting the triennial assessment. The triennial assessment report shall be posted on the school district website and made available to the public

Recordkeeping

The school district will retain records to document compliance with the requirements of the Wellness Policy. The records to be retained include, but are not limited to:

- The District's written Wellness Policy
- Documentation demonstrating compliance with community involvement requirements, including requirements to make the local school Wellness Policy and triennial assessment available to the public.
- Documentation of the triennial assessment of the local school Wellness Policy for each school under the District's jurisdiction efforts to review and update the Wellness policy (including an indication of who is involved in the update and methods the District uses to make stakeholders aware of their ability to participate on the Wellness Committee)

Legal References:

29 U.S.C. § 794 (Section 504 of Rehabilitation Act of 1973, as Amended)
42 U.S.C. § 1751 *et seq.* (Richard B. Russell National School Lunch Act)
42 U.S.C. § 1771 *et seq.* (Child Nutrition Act of 1966)
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act of 1990, as amended)

P.L. 108-265 (2004) 204 (Local Wellness Policy)
7 U.S.C. § 5341 (Establishment of Dietary Guidelines)
7 C.F.R. § 210.10 (School Lunch Program Regulations)
7 C.F. R. § 220.8 (School Breakfast Program Regulations)
42 U.S.C. § 1758b, Section 9A, Section 204 (Healthy Hunger -Free Kids Act of 2010)
7 CFR Parts 210 and 220 (Final Rule July 2016)

ADOPTED BY THE BOARD OF EDUCATION: May 18, 2015

REVIEWED BY THE BOARD OF EDUCATION: May 18, 2015, June 12, 2017.

RICHFIELD PUBLIC SCHOOLS

ADMINISTRATIVE GUIDELINES

WELLNESS-NUTRITION SERVICES OPERATIONS AND MEAL CHARGES

I. PURPOSE

The Administrative Guidelines outlined within this document are intended to create a nutrition services operational environment that protects and promotes the nutritional health of our students. Our commitment is to ensure that our district provides students with healthy meals with the nutrition they need to stay focused during the school day. We further commit to providing district employees, families and students with a shared understanding of expectations regarding meal charges. These guidelines seek to minimize identification of students with insufficient account balances to pay for school meals as well as to maintain the financial integrity of the nutrition services program.

II. BELIEFS

Richfield Public Schools believes that healthy school meals enable all students to achieve at their highest level, and we are committed to offering a variety of nutritional offerings to meet the individual needs of our students.

III. PAYMENT OF MEALS

We strongly encourage all families to complete the Application for Educational Benefits each school year to determine eligibility for free or reduced-price lunch. Each household is financially responsible for all meals consumed by their child either before the approval of an application, after the denial of benefits for income over the USDA guidelines, or the election to not fill out an application. We will use every possible outreach strategy to inform all families about the need to provide money for student meals. We send out a notification and instruction postcard to each household during the second week of August annually.

A. Every student has a meal account. When the balance in their meal account reaches zero, a student will continue to receive meals with a full choice of school-provided full, reimbursable meal options. When the balance reaches zero however, students will not be allowed to charge for additional entrees or a la carte items until funds are available in the account to cover the cost of the additional entrees or a la carte items. Under no circumstances shall any student be turned away from a USDA meal. Under no circumstances shall any student receive restricted choice related to USDA meal options provided to students.

B. Under Minn. Stat. § 124D.111, full meals will be available without charge to all participating students who qualify for free or reduced-price meals

regardless of account balance. Additionally, a full meal will be available to all students regardless of lunch balance. Under no circumstances shall any student be turned away from a USDA meal. Under no circumstances shall any student receive restricted choice related to USDA meal options provided to students.

- C. When a lunch account~~student~~ has a negative account balance, a la carte, snack and/or double entree items will not be available regardless of paid, free or reduced-price lunch status.

IV. NEGATIVE ACCOUNT BALANCE NOTIFICATION

A. Reminders for payment of outstanding student meal balances will not demean or stigmatize any student participating in the school lunch program.

B. The school district will make reasonable efforts to notify families when meal account balances fall below zero.

C. Families will be notified of an outstanding negative balance using the following methods.

Elementary Students:

1. Printed statements will go home in the backpacks on Friday of each week for all lunch balance accounts that have a negative balance.~~students with a negative balance in their current lunch account.~~
2. Automated calls, texts and/or emails will be sent two times per week ~~when the student for all~~ meal accounts with~~has~~ a negative balance. These will be sent using the contact information provided to the district by the legal guardian of the student.
3. No ~~K-5~~ students will be denied a meal. Under no circumstances shall any student be turned away from a USDA meal. Under no circumstances shall any student receive restricted choice related to USDA meal options provided to students. Families; however families will receive increased communication and follow up when the account has a balance of negative \$25.00 or more until payment is received or the legal guardian contacts nutrition services at (612) 798-6072 or (612) 798-6071. Personal communication with families will occur only through school administrator, social worker or administrative designee. Administrative coordination with outreach workers will occur for communication with Non-English speaking families. Nutrition services staff will work weekly with building leadership and/or the school social worker to communicate information related to all accounts that have a balance at negative \$25 or lower. Nutrition services staff will not communicate directly with families. ~~the district's outreach team for non-English speaking households.~~

4. When a ~~student owes~~ meal account is negative \$50.00 or more funds are owed, building leadership/social workers will contact parents to discuss the situation and provide additional resources.

Secondary Students:

1. Students can check their meal account balance or deposit money at any point of sale register at both the high school and middle school. Parents/guardians are encouraged to sign up for a ParentVue user ID and password to monitor all of their child's accounts. Parents can also link accounts to FeePay for transaction details, balances and payment.
2. Automated calls, texts and/or emails will be sent two times per week for all when the student meal accounts with has-a negative balance. These will be sent using the contact information provided to the district by the legal guardian of the student.
3. No ~~6-12~~ students will be denied a meal; Under no circumstances shall any student be turned away from a USDA meal. Under no circumstances shall any student receive restricted choice related to USDA meal options provided to students. Families however, families will receive increased communication and follow up when the account has a balance of negative \$15.00 or more until payment is received or the legal guardian contacts nutrition services at (612) 798-6072 or (612) 798-6071. Personal communication with families will occur only through school administrator, social worker or administrative designee. Administrative coordination with outreach workers will occur for communication with Non-English speaking families. Nutrition services staff will work weekly with building leadership and/or the school social worker to communicate information related to all accounts that have a balance at negative \$25 or lower. Nutrition services staff will not communicate directly with families. Nutrition services staff will work with the district's outreach team for non-English speaking households. In addition to family communication, students in grades 6-12 will also receive an email with their meal account balance.
4. When a meal account is student owes ~~negative~~ \$50.00 or more are owed, building leadership/social workers will contact parents to discuss the situation and provide additional resources.
5. If all verbal and written communication attempts to the household do not result in a payment and the student meal account has a balance of negative \$50.00 or more, the student may also incur limited access to other school enrichment activities such as dances, special field trips or special events as determined by the school administrator until communication from the household is received and a plan is established for payment on the account. Any decisions of this nature will require specific review and written approval of the superintendent prior to implementation. Students will not be restricted from curriculum-based programs or activities.

V. POINT OF SALE CLARIFICATIONS

A. All reasonable efforts shall be made to communicate meal balances at locations other than the point of sale.

B. All reasonable efforts shall be made to have the point of sale occur prior to the selection of items.

B.C. At the point of sale, nutrition services staff may clarify to students reimbursable meal requirements

G.D. At the point of sale, any information shared with students shall occur with concern for the dignity of the student. Under no circumstances shall communication occur that shames the student or that could attract the attention of other students during the communication.

VI. COMMUNICATION CLARIFICATIONS

A. The school district will make reasonable efforts to communicate with families to resolve ~~the~~ any unpaid charges. Where appropriate, families may be encouraged to apply for free and reduced-price meals for their children. This communication will only come from the school social worker, administrator or designee.

B. Nutrition services employees shall not be expected to communicate information related to collection of meal debt. This communication will be from the school social worker, administrator or designee.

C. The school district will not enlist the assistance of non-school district employees, such as volunteers, to engage in debt collection efforts.

D. The school district will not deny any student the opportunity to participate in graduation ceremonies or other commencement activities due to unpaid meal charges.

VII. COMMUNICATION OF POLICY

A. This policy and any pertinent supporting information will be provided in writing (i.e., mail, email, back-to-school packets, student handbook, etc.) to:

1. all households at or before the start of each school year;
2. students and families who transfer into the school district, at the time of enrollment; and,
3. all school district personnel who are responsible for enforcing this policy.

B. The school district will post the policy on the school district's website, in addition to providing the required written notification described above.

Legal References:

Minn. Stat. § 124D.111, Subd. 4 42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)
7 C.F.R. § 210 *et seq.* (School Lunch Program Regulations)
7 C.F.R. § 220.8 (School Breakfast Program Regulations)
USDA Policy Memorandum SP 46-2016, Unpaid Meal Charges: Local Meal Charge Policies (2016)
USDA Policy Memorandum SP 47-2016, Unpaid Meal Charges: Clarification on Collection of Delinquent Meal Payments (2016)
USDA Policy Memorandum SP 23-2017, Unpaid Meal Charges: Guidance and Q&A
Minn. Op. Atty. Gen. 169j (May 14, 2019) (*Letter to Ricker*)

ADOPTED BY THE BOARD OF EDUCATION: May 18, 2015

REVIEWED BY THE BOARD OF EDUCATION: May 18, 2015, June 12, 2017

OLD BUSINESS – FOR REVIEW

Agenda Item V.E.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, February 3, 2020

Subject: Policy 546 Use of Peace Officers and Crisis Teams to Remove Students with IEP'S From School Grounds

(Recommended by the Superintendent)

A third read of Policy 546.

Attachments

Policy 546 - Redlined

Policy 546 - Original

RICHFIELD PUBLIC SCHOOLS

USE OF PEACE OFFICERS AND/OR CRISIS TEAMS TO REMOVE STUDENTS WITH IEPs FROM SCHOOL GROUNDS

I. PURPOSE

The purpose of this policy is to describe the appropriate use of peace officers and/or crisis teams to remove, if necessary, a student with an individualized education program (IEP) from school grounds. All students, regardless of status should be treated as individuals and adults in the school district are expected to support students and their best interests.

II. GENERAL STATEMENT OF POLICY

The school district is committed to creating and promoting learning environments that are safe for all members of the school community. It further believes that students are the first priority and that they should be reasonably protected from physical or emotional harm at all school locations and during all school activities.

In general, all students, including those with IEPs, are subject to the terms of the school district's discipline policy. Building level administrators have the leadership responsibility to maintain a safe, secure, and orderly educational environment within which learning can occur. Corrective action to discipline a student and/or modify a student's behavior will be taken by staff when a student's behavior violates the school district's discipline policy.

If a student with an IEP engages in conduct which, in the judgment of school personnel, endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, that student may be removed from school grounds in accordance with this policy.

Outside of crisis type situations governed by this policy and guidelines, student interactions with police are governed by policy 977 and accompanying guidelines.

III. DEFINITIONS

For purposes of this policy, the following terms have the meaning given them in this section:

- A. "Student with an IEP" or "the student" means a student who is eligible to receive special education and related services pursuant to the terms of an IEP or an individual interagency intervention plan (IIIP).

- B. “Peace officer” means an employee or an elected or appointed official of a political subdivision or law enforcement agency who is licensed by the Board of Peace Officer Standards and Training, charged with the prevention and detection of crime and the enforcement of general criminal laws of the state and who has the full power of arrest. The term “peace officer” includes a person who serves as a sheriff, a deputy sheriff, a police officer, or a state patrol trooper.
- C. ~~“Police liaison~~School Liaison Officer” is a peace officer who, pursuant to an agreement between the school district and a political subdivision or law enforcement agency, is assigned to a school building for all or a portion of the school day to provide law enforcement assistance and support to the building administration and to promote school safety, security, and positive relationships with students.
- D. “Crisis team” means a group of persons, which may include teachers and nonteaching school personnel, selected by the building administrator in each school building who have received crisis intervention training and are responsible for becoming actively involved with resolving crises. The building administrator or designee shall serve as the leader of the crisis team.
- E. The phrase “remove the student from school grounds” is the act of securing the person of a student with an IEP and escorting that student from the school building or school activity at which the student with an IEP is located.
- F. “Emergency” means a situation where immediate intervention is needed to protect a child or other individual from physical injury.
- ~~G. All other terms and phrases used in this policy shall be defined in accordance with applicable state and federal law or ordinary and customary usage.~~

IV. REMOVAL OF STUDENTS WITH IEPs FROM SCHOOL GROUNDS

A. Removal By Crisis Team

If the behavior of a student with an IEP escalates to the point where the student’s behavior endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building’s crisis team may be summoned. The crisis team may attempt to de-escalate the student’s behavior by means including, but not limited to, those described in the student’s IEP and/or behavior intervention plan. ~~When-if~~ such measures fail, or ~~when-if~~ the crisis team determines that the student’s behavior continues to endanger or may endanger the

health, safety, or property of the student, other students, staff members, or school property, the crisis team may remove the student from school grounds.

If the student's behavior cannot be safely managed, school personnel may immediately request assistance from the ~~police-school~~ liaison officer or a peace officer.

B. Removal By ~~Police School Liaison-Liaison~~ Officer or Peace Officer

If a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the ~~school building's crisis team,~~ building administrator, or the building administrator's designee, may request that the ~~police liaison~~ school liaison officer or a peace officer remove the student from school grounds. The superintendent or designee shall be informed and consulted in any situation requiring the requested removal of a student pursuant to the implementation of this policy.

If a student with an IEP is restrained or removed from a classroom, school building, or school grounds by a peace officer at the request of a school administrator or school staff person during the school day twice in a 30-day period, the student's IEP team must meet to determine if the student's IEP is adequate or if additional evaluation is needed.

Whether or not a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, school district personnel may report a crime committed by a student with an IEP to appropriate authorities. If the school district reports a crime committed by a student with an IEP, school personnel shall transmit copies of the special education and disciplinary records of the student for consideration by appropriate authorities to whom it reports the crime, to the extent that the transmission is permitted by the Family Education Rights and Privacy Act (FERPA), the Minnesota Government Data Practices Act, and school district's policy, Protection and Privacy of Pupil Records.

[Note: If the school district uses a different reference name for its student records policy, insert that name in place of the reference to Protection and Privacy of Pupil Records, which is the title of MSBA/MASA Model Policy 515.]

The fact that a student with an IEP is covered by special education law does not prevent state law enforcement and judicial authorities from exercising

their responsibilities with regard to the application of federal and state law to crimes committed by a student with an IEP.

C. Reasonable Force Permitted

In removing a student with an IEP from school grounds, a building administrator, other crisis team members, or the ~~police-school liaison~~ liaison officer or other agents of the school district, whether or not members of a crisis team, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.

In removing a student with an IEP from school grounds, ~~police-school liaison~~ liaison officers and school district personnel are further prohibited from engaging in the following conduct:

1. Corporal punishment prohibited by Minn. Stat. § 121A.58;
2. Requiring a child to assume and maintain a specified physical position, activity, or posture that induces physical pain;
3. Totally or partially restricting a child's senses as punishment;
4. Denying or restricting a child's access to equipment and devices such as walkers, wheel chairs, hearing aids, and communication boards that facilitate the child's functioning except when temporarily removing the equipment or device is needed to prevent injury to the child or others or serious damage to the equipment or device, in which case the equipment or device shall be returned to the child as soon as possible;
5. Interacting with a child in a manner that constitutes sexual abuse, neglect, or physical abuse under Minn. Stat. § 626.556;
6. Physical holding (as defined in Minn. Stat. § 125A.0941) that restricts or impairs a child's ability to breathe, restricts or impairs a child's ability to communicate distress, places pressure or weight on a child's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen, or results in straddling a child's torso;
7. Withholding regularly scheduled meals or water; and/or
8. Denying a child access to toilet facilities.

D. Parental Notification

The building administrator or designee shall make reasonable efforts to notify the student's parent or guardian of the student's removal from school grounds as soon as possible following the removal.

E. Continued Removals; Review of IEP

Continued and repeated use of the removal process described herein must be reviewed in the development of the individual student's IEP or IIIP.

F. Effect of Policy in an Emergency; Use of Restrictive Procedures

A student with an IEP may be removed in accordance with this policy regardless of whether the student's conduct would create an emergency.

If the school district seeks to remove a student with an IEP from school grounds under this policy due to behaviors that constitute an emergency and the student's IEP, IIIP, or behavior intervention plan authorizes the use of one or more restrictive procedures, the crisis team may employ those restrictive procedures, in addition to any reasonable force that may be necessary, to facilitate the student's removal from school grounds, as long as the crisis team members who are implementing the restrictive procedures have received the training required by Minn. Stat § 125A.0942, Subd. 5, and otherwise comply with the requirements of § 125A.0942.

G. Reporting to the Minnesota Department of Education (MDE)

Annually, stakeholders may recommend, as necessary, to the Commissioner of MDE (Commissioner) specific and measurable implementation and outcome goals for reducing the use of restrictive procedures. The Commissioner must submit to the Legislature a report on districts' progress in reducing the use of restrictive procedures that recommends how to further reduce these procedures and eliminate the use of seclusion. By January 15, April 15, July 15, and October 15 of each year, districts must report, in a form and manner determined by the Commissioner, about individual students who have been secluded. By July 15 each year, districts must report summary data. The summary data must include information on the use of restrictive procedures for the prior school year, July 1 through June 30, including the use of reasonable force by school personnel that is consistent with the definition of physical holding or seclusion of a child with a disability.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)

Minn. Stat. §§ 121A.40-121A.56 (Minnesota Pupil Fair Dismissal Act)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 121A.67, Subd. 2 (Aversive and Deprivation Procedures) Minn. Stat. §§ 125A.094-125A.0942 (Restrictive Procedures for Children with Disabilities)
Minn. Stat. § 609.06 (Authorized Use of Force)
Minn. Stat. § 609.379 (Permitted Actions)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy (FERPA))
20 U.S.C. § 1415(k)(6) (Individuals with Disabilities Education Improvement Act of 2004 (IDEA))
34 C.F.R. § 300.535 (IDEA Regulation Regarding Involvement of Law Enforcement)

Cross References: MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 507 (Corporal Punishment)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 806 (Crisis Management Policy)

REVISED BY THE BOARD OF EDUCATION:

RICHFIELD PUBLIC SCHOOLS

**USE OF PEACE OFFICERS AND CRISIS TEAMS TO REMOVE STUDENTS
WITH IEP'S FROM SCHOOL GROUNDS**

1.0 Purpose

The purpose of this policy is to describe the appropriate use of peace officers and crisis teams to remove, if necessary, a student with an individual education plan ("IEP") from school grounds.

2.0 General Statement of Policy

The school district is committed to creating and promoting a learning environment that is safe for students, employees and other members of the school community. All students, including those with IEP's are generally subject to the terms of the school district discipline policy. The school district recognizes the importance of providing individualized instruction and related services to students with IEP's, including whenever possible, during times when the student's behavior requires that the student be removed from the school environment. Finally, this policy recognizes the role of the police liaison officer in responding to crisis situations that occur in the school environment.

3.0 Definitions

A. Crisis Team

"Crisis team" means a group of individuals selected by the building administrator in each school building who have received crisis prevention institute training and are responsible for responding to crisis situations. Whenever possible a special education teacher with knowledge of the student should be part of this team. The building administrator or designee shall serve as the leader of the crisis team.

B. Peace Officer

"Peace officer" means an employee or an elected or appointed official of a political subdivision or law enforcement agency who is licensed by the Board of Peace Officer Standards and Training, charged with the prevention and detection of crime and the enforcement of general criminal laws of the state and who has the full power of arrest. The term "peace officer" includes a person who serves as a sheriff, a deputy sheriff, a police officer, or a state patrol trooper.

C. Police Liaison Officer

A “police liaison officer” is a licensed peace officer who, pursuant to an agreement between the school district and local law enforcement agency, is assigned to a school building for all or a portion of the school day to provide law enforcement assistance and support to the building administration, and to promote a safe environment where students and staff can teach and learn in an atmosphere that promotes respectful treatment of others. The police liaison officer is not a licensed educator or educational assistant, nor is the police liaison officer a member of any student’s IEP team or part of any student behavior support plan.

The school district will offer training to the police liaison officer in order to promote an improved understanding of the population of students with disabilities.

4.0 Removal of Students with IEP’s from school grounds

A. Removal by Crisis Team

If the behavior of a student with an IEP escalates to the point where the student’s behavior endangers or threatens the health, safety, or property of the student or other individuals, or school property, the school building’s crisis team may be summoned and the student may be removed from school grounds, at the discretion of the crisis team.

If the student’s behavior cannot be safely managed, the crisis team may enlist the assistance of other individuals, including the school liaison officer or other peace officer.

B. Removal by Police Liaison Officer or Other Peace Officer

If a student with an IEP engages in conduct which endangers or threatens the health, safety, or property of the student or other individuals, or school property, the school building’s crisis team, building administrator, or administrative designee may request that the police liaison officer or other peace officer remove the student from school grounds.

In addition, school district personnel may report a crime committed by a student with an IEP to appropriate authorities. If a school district official reports a crime committed by a student with an IEP, school personnel shall transmit copies of the student’s special education and disciplinary records for consideration by the appropriate authorities to whom the crime is reported, to the extent that the transmission is permitted by the Family Education Rights and Privacy Act, the Minnesota Government Data Practices Act, and applicable school district policy.

The fact that a student with an IEP is covered by special education law, does not prevent state law enforcement and judicial authorities

from exercising their responsibilities with regard to the application of federal and state law to crimes committed by a student with an IEP.

C. Parental Notification

The building administrator or designee shall make reasonable efforts to immediately notify the student's parent or guardian of the student's removal from school grounds. In addition, the administrator or designee shall ensure that a written incident report is prepared, describing the incident.

D. Continued removals

Continued and repeated use of the removal process described in this policy must be reviewed in the development of the student's IEP.

E. Effect of Policy in an Emergency; Use of Conditional Procedures

A student with an IEP may be removed in accordance with this policy regardless of whether the student's conduct would create an emergency.

If the school district seeks to remove a student with an IEP from school grounds under this policy due to behaviors that constitute an emergency and the student's Individualized Education Plan (IEP), Individualized Interagency Intervention Plan (IIIP), or behavior intervention plan (BIP) authorizes the use of one or more conditional procedures, the crisis team may employ those conditional procedures, in addition to any reasonable force that may be necessary, to facilitate the student's removal from school grounds.

Conditional Procedures: "Conditional procedures" means interventions that meet the definitions of aversive and deprivation procedures, which are not prohibited. Conditional procedures include:

- A. the use of manual restraint;
- B. the use of mechanical or locked restraints;
- C. time out procedures for seclusion; and
- D. temporary delay or withdrawal of regularly scheduled meals or water not to exceed 30 minutes.

If the crisis team initiates use of conditional procedures in an emergency, the student's IEP team shall meet as soon as possible, but no later than five (5) school days after emergency procedures have commenced.

Legal References:

20 U.S.C. § 1415(k)(9) (Individuals with Disabilities Education Act (IDEA))
34 C.F.R. § 300.529 (IDEA Regulation Regarding Involvement of Law Enforcement)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy (FERPA))
Minn Stat. § 13.01, *et seq.* (Minnesota Government Data Practices Act)
Minn Stat. § 121A.40-121A.56 (Minnesota Pupil Fair Dismissal Act)
Minn Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn Stat. § 121A.67 (Aversive and Deprivation Procedures)
Minn Stat. § 609.06 (Authorized Use of Force)
Minn Stat. § 609.379 (Permitted Actions)
Minn Rule 3525.0200, Subp. 2c (Definition of "Emergency")
Minn. Rule 3525.2900, Subp. 5 (The IEP and Regulated Interventions)

Cross References:

Board of Education Policy 541 and Administrative Guideline 541.1 (Student Behavior)
Board of Education Policy 802 and Administrative Guideline 802.1 (Crisis Management)
Board of Education Policy 977 and Administrative Guideline 977.1 (Enforcement Agencies)

ADOPTED BY THE BOARD OF EDUCATION: March 15, 2004

OLD BUSINESS - FOR APPROVAL

Agenda Item V.F.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, February 3, 2020

Subject: Board Member Represent A School Assignments
(Recommended by Superintendent)

To approve the Represent A School assignments for Calendar Year 2020.

Represent A School Assignments	2020 Appointments
Centennial	Paula Cole
Sheridan Hills	Crystal Brakke
RSTEM	Allegra Smisek
RDLS	Paula Cole and Peter Toensing
Middle School	Tim Pollis
High School	Christine Maleck
Central Education / RCEP	Peter Toensing

Board of Education
Independent School District 280
Richfield, Minnesota

Board Liaison Assignments 2020 – Third Draft

ORGANIZATION	PURPOSE	MEETING SCHEDULE & LOCATION	2020 Assignments
Association of Metropolitan School Districts (AMSD)	AMSD's primary task is to lobby at the state level for the needs of metropolitan school districts.	7:00am – 9:00am Website Quora Education Center (70 W. Cty Rd B2, Little Canada 55117) January 10, February 7	Toensing Brakke (Alternate) Unowsky Roby (Alternate)
Activities Advisory and Fundraising Advisory Committees	Provides Student, Families, and Richfield Community opportunities for learning & participating beyond the classroom.	District Board Room, 6:30 p.m. – 8:15 p.m. March 4, May 13 (Activities Advisory) Feb 19, April 15 (Fundraising Advisory)	Boie Unowsky Toensing (Fundraising) Brakke (Activities)
Board Representatives – Negotiations & District Insurance Committee	Advisory role	Central Education Center Conference Room 101 Jan 8, Feb 19, Mar 11, Apr 8	Pollis Toensing
Community Education Advisory Council	The mission of Community Ed is to bring together school and community services.	2 nd Monday of the month, 6:00 p.m. - 7:30 p.m. Central Education Center Jan 13, Feb 10, March 9, April 13, May 11	Cole
District Construction Committee		Morning meetings spring/summer	Maleck Holje
District Curriculum Committee	Parents, Administration, and School Staff – advise & support the implementation of the curriculum.	Wednesdays, 5 times per year, 5:00 p.m. – 6:30 p.m. District Board Room Jan 15, March 18, May 20	Maleck Smisek Roby
District Health, Safety & Wellness Committee		Quarterly, 7:15 a.m. – 8:15 a.m. District Board Room January 16, March 19, May 21	Toensing Smisek Clarkson
District Technology Committee		Meets 4 times per year District Board Room Oct 15, Dec 17, Feb 18, April 21	Maleck Klinge
(ECSU) Metropolitan	Metro ECSU helps schools and other government		Unowsky

Educational Cooperative Service Unit Executive Committee	agencies fulfill their missions by delivering high quality services while reducing costs through collaboration.		
Fiscal Planning Advisory Committee		2 nd Monday of the month 6:30 p.m. – 8:00 p.m. District Board Room Jan 13, Feb 10, March 9, April 13, May 11	Toensing Brakke (Alternate) Holje Gilligan
Friends of Wood Lake (FOWL)	Advocacy and fundraising group in support of the nature center.	Usually 3 rd Thursday of the month, 5:30 p.m. Wood Lake Nature Center	Pollis
Headway Emotional Health Services	Experienced emotional and mental health care professionals		Maleck
Hennepin South Services Collaborative Richfield Community Council/Alliance for Families & Children	HSSC invests in and collaborates with community partners to ensure quality services to children, youth, and families in the Bloomington, Eden Prairie, and Richfield communities.		McNaughton-Commers
Intermediate District 287	Educational partner providing innovative specialized services to meet the unique learning needs students.		Brakke
Metro South Adult Basic Education	Educational partner providing basic adult education.		McNaughton-Commers
Minnesota State High School League	Provides opportunities for athletics and fine arts competition		Pollis
MSBA Delegate Assembly	MSBA supports, promotes and enhances the work of public school boards and public education.	Meets once yearly (December)	Cole
PELSB Board	Teacher Licensing	Monthly	Unowsky
Richfield Chamber of Commerce	Brings together the business and professional people of the city to create a better business climate.	Meets monthly	Holje
Richfield City Council (Planning Commission if appropriate)	Guides Richfield development	2 nd & 4 th Tuesday of the Month, 7:00 p.m. Richfield Municipal Center, Council Chambers	Maleck Cole

Richfield Community Services Advisory Commission	City issues related to recreation, parks, public works		Kretsinger
Richfield Foundation	Partners with non-profit and neighborhood organizations to support Richfield community, families, and children.		Toensing Unowsky
Richfield Historical Society	Collects, preserves and shares the story of Richfield		Cole
Richfield Human Rights Commission	Helps to secure human rights and equal opportunity for residents of Richfield	1 st Tuesday of the month, 6:30 p.m. Richfield City Hall	Smisek
RPS Foundation	Supports RPS with educational grants for enrichment		Toensing Unowsky
Richfield Spartan Foundation	Supports the youth of Richfield – Golf Tournament, Scholarships	Meet on an as needed basis Contact: Bill Davis 612-819-9053	Pollis
Safe & Support Schools Advisory Committee Lead: Mary Clarkson	Provide input on the alignment of systems and supports to improve school climate and school safety ensuring that all Richfield students have a safe and supportive learning environment that maximizes each student's learning potential.	Parent Mtgs: Quarterly, 5:00 p.m. – 7:30 p.m. January 14 March 10 May 12 Student Mtgs: Quarterly, 12:00 p.m. – 2:00 p.m. April 14	Brakke (Student) Maleck (Student & Parent) Smisek (Student & Parent) Clarkson Gonzalez
Superintendent Strategic Advisory Committee	Sharing perspectives on meeting the needs of our students, families & residents with school district leadership.	6:30 p.m. - 8:30 p.m. District Board Room February 10 March 19 April 22	Unowsky Rotation of Board Members (1 per meeting)
Work Experience Advisory Committee	Advises RPS work-based learning program	7:15 a.m. – 8:15 a.m. South Education Center, 7450 Penn Ave. So. January 17 February 21 March 13 April 17	Pollis

NEW BUSINESS – FOR ACTION

Agenda Item VI.A.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, February 3, 2020

SUBJECT: BID AWARD – Sheridan Hills Elementary School – 2019 Additions & Renovations

(Recommended by Superintendent)

That the Board of Education approve the Sheridan Hills Elementary School – 2019 Additions & Renovations Bid Award and authorize the administration to enter into contract with Corval Constructors, Inc. for \$9,582,000.

Background Information

(Prepared by Craig Holje)

On Thursday, January 16, 2020, the District received seven (7) bids for the above-referenced project. The District administration along ICS recommend that the bid be awarded to the lowest responsible bidder, Corval Constructors, Inc. of St. Paul, Minnesota for the amount of \$9,582,000.

Specific information and bid tabulation is included in the additional materials in this packet.

2/3/2020

Board of Education
Independent School District #280
7001 Harriet Avenue South
Richfield, MN 55423



3890 Pheasant Ridge Drive Northeast
Suite 180 | Blaine, Minnesota 55449
www.ics-builds.com
(763) 354-2670

Re: ISD #280 Richfield Public Schools – Sheridan Hills Elementary School – 2019
Additions & Renovations

Dear Board Members:

On Thursday, January 16, 2020, we received seven (7) bids for the above-referenced project. A copy of the bid tabulation is enclosed for your review.

ICS has reviewed the bids received for the above-referenced project. We have met with the responsible low bidder, Corval Constructors, Inc. and have confirmed that their bid is valid. Our itemized recommendation is as follows:

Base Bid and Alternates

Corval Constructors, Inc. Base Bid	\$9,540,000.00
Alternate No. 1: Rooftop Unit Replacement	\$42,000.00
Unit Price No. 1: Plaster Wall Repair	\$33.00 per square foot

TOTAL CONTRACT	\$9,582,000.00
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We recommend that the District enter into a contract with Corval Constructors, Inc. of St. Paul, Minnesota for the total bid amount of Nine Million Five Hundred Eighty-Two Thousand Dollars and Zero/Cents (\$9,582,000.00). Upon Board action, we will draft a contract reflecting this amount to the Contractor.

Enclosed are copies of the official bid tabulation, bid forms, bid securities, and Corval's proposed first tier subcontractor list. Please contact us at 763-354-2670 should you have any questions regarding our recommendation.

Regards,

A handwritten signature in black ink, appearing to read 'Andy Faulkner', written in a cursive style.

Vice President of Construction

AF/RW

Enclosures

CC: Taylor Rugroden, ICS
Ekalath Sophaphanh, ICS

**BUILDING STRONG
CONNECTIONS**



Sheridan Hills Elementary - 2019 Additions & Renovations
BID TABULATIONS - page 1
OWNER: Richfield Public Schools, ISD #280

OWNER'S REPRESENTATIVE: ICS

Thursday, January 16, 2020 at 2 p.m.

ARCHITECT/ENGINEER: Wold Architects and Engineers

SINGLE PRIME

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Corval Constructors, Inc. 1663 Eustis Street St. Paul, MN 55108 651-645-0451	Jorgenson Construction, Inc. 9255 East River Road NW Minneapolis, MN 55433 763-784-3877	Rochon Corporation 28 2nd St NE, #200 Osseo, MN 55369 763-559-9393	Ebert, Inc. dba Ebert Construction 23350 County Road 10 Corcoran, MN 55362 763-498-7844	Met-Con Construction, Inc. 15760 Acorn Trail Faribault, MN 55021 507-332-2266
BID SECURITY	Yes	Yes	Yes	Yes	Yes
ADDENDA REC'D.	1,2,3	1,2,3	1,2,3	1,2,3	1,2,3
BASE BID:	\$9,540,000.00	\$9,880,000.00	\$9,990,000.00	\$10,122,000.00	\$10,185,000.00
MN Responsible Contractor Compliance	X	X	X	X	X
ALTERNATES:					
Alt. No. 1: Rooftop unit replacement	ADD: \$42,000.00	ADD: \$105,000.00	ADD: \$119,000.00	ADD: \$119,500.00	ADD: \$122,000.00
UNIT PRICES:					
UP No. 1: Plaster wall repair	\$33.00 per sq. ft.	\$110.00 per sq. ft.	\$8.00 per sq. ft.	\$29.00 per sq. ft.	\$32.00 per sq. ft.

Sheridan Hills Elementary - 2019 Additions & Renovations**BID TABULATIONS - page 2**

OWNER: Richfield Public Schools, ISD #280

OWNER'S REPRESENTATIVE: ICS

Thursday, January 16, 2020 at 2 p.m.

ARCHITECT/ENGINEER: Wold Architects and Engineers

SINGLE PRIME

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Shaw-Lundquist Associates, Inc. 2757 West Service Road St. Paul, MN 55121 651-454-0670	Construction Results Corporation 14170 23rd Avenue North Plymouth, MN 55447 763-559-0494			
BID SECURITY	Yes	Yes			
ADDENDA REC'D.	1,2,3	1,2,3			
BASE BID:	\$10,293,000.00	\$10,959,740.00			
MN Responsible Contractor Compliance	X	X			
ALTERNATES:					
Alt. No. 1: Rooftop unit replacement	ADD: \$121,000.00	ADD: \$127,000.00			
UNIT PRICES:					
UP No. 1: Plaster wall repair	\$36.00 per sq. ft.	\$35.00 per sq. ft.			

Sheridan Hills Elementary - 2019 Additions & Renovations

BID TABULATIONS

OWNER: Richfield Public Schools, ISD #280

OWNER'S REPRESENTATIVE: ICS

Thursday, January 16, 2020 at 2 p.m.

ARCHITECT/ENGINEER: Wold Architects and Engineers

SINGLE PRIME

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	CONSTRUCTION RESULTS CORP	ROCHON	STRAW - LUNDQUIST	MET-CON	JCI CONSTRUCTION
BID SECURITY	YES	YES	YES	YES	YES
ADDENDA REC'D.	YES	YES	YES	YES	YES YES
BASE BID:	10,959,740	9,990,000	10,293,000	10,185,000	9,880,000
MN Responsible Contractor Compliance					
ALTERNATES:					
Alt. No. 1: Rooftop unit replacement	127,000	119,000	121,000	122,000	105,000
UNIT PRICES:					
UP No. 1: Plaster wall repair	35. ⁰⁰ per sq. ft.	8. ⁰⁰ per sq. ft.	36. ⁰⁰ per sq. ft.	32. ⁰⁰ per sq. ft.	110. ⁰⁰ per sq. ft.

Sheridan Hills Elementary - 2019 Additions & Renovations

BID TABULATIONS

OWNER: Richfield Public Schools, ISD #280

OWNER'S REPRESENTATIVE: ICS

Thursday, January 16, 2020 at 2 p.m.

ARCHITECT/ENGINEER: Wold Architects and Engineers

SINGLE PRIME

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	CORVAN GROUP	EBERT CONSTRUCTION			
BID SECURITY	YES	YES			
ADDENDA REC'D.	YES	YES			
BASE BID:	9,540,000	10,122,000			
MN Responsible Contractor Compliance					
ALTERNATES:					
Alt. No. 1: Rooftop unit replacement	42,000	119,500			
UNIT PRICES:					
UP No. 1: Plaster wall repair	33. ⁰⁰ per sq. ft.	29. ⁰⁰ per sq. ft.	per sq. ft.	per sq. ft.	per sq. ft.

ATTACHMENT A

FIRST-TIER SUBCONTRACTORS LIST

SUBMIT PRIOR TO EXECUTION OF A CONSTRUCTION CONTRACT

PROJECT TITLE: Sheridan Hills Elem

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
Hollenbeck and Nelson	Coon Rapids, MN
Red Cedar Steel Erectors	Menomonie, WI
TMI Systems	Dickinson, ND
Top All Roofing	Minneapolis, MN
Carciofini Caulking	Burnsville, MN
Innovative Building Concepts	Bloomington, MN
American Door Works	Minneapolis, MN
Envision Glass	Roseville, MN
Kendell Doors	Mankato, MN
Roy C. Inc.	Hanover, MN
Twin City Acoustics	Plymouth, MN
RTL Construction	Shakopee, MN

First-Tier Subcontractor Names (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located
Super Set Tile and Stone	Plymouth, MN
Keifer USA	Lindenhurst, IL
Hamernick Decorating Center	St. Paul, MN
Hufcor, MN	Golden Valley, MN
Boelter Foodservice Design, Equipment, and Supply	Minneapolis, MN
Summit Companies	St. Paul, MN
Thelen Heating and Roofing, Inc.	Brainerd, MN
AJ Moore Electric	Burnsville, MN
New Look Contracting	Rogers, MN

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:



Chris Novak

Title: VP Construction

Date: 1-27-2020

Company Name: Corval Constructors Inc.

SECTION 00 41 13

BID FORM

BID PROPOSAL FOR: SHERIDAN HILLS ELEMENTARY SCHOOL –
2019 ADDITIONS AND RENOVATIONS
6400 SHERIDAN AVENUE SOUTH
RICHFIELD, MINNESOTA 55423

BID TO: Independent School District #280
District Office Boardroom
7001 Harriet Avenue South
Richfield, Minnesota 55423

BID FROM: Corval Constructors Inc.

We have examined the Contract Documents for the proposed Sheridan Hills Elementary School – 2019 Additions and Renovations as prepared by Wold Architects and Engineers, St. Paul, Minnesota, and the conditions affecting the work.

In accordance therewith the undersigned proposes to furnish all labor and materials for Construction as set forth in the Contract Documents, including Addenda Nos. 1, 2, 3 issued thereto.

1. Accompanying this proposal is a Bid Security for all work, required to be furnished by Contract Documents, the same being subject to forfeiture in the event of default by the undersigned.
2. I agree to complete the Project, provided a contract is executed within 30 calendar days, by the following phasing dates below:
 - a. Phase 1: August 19, 2020.
 - b. Phase 2: May 28, 2021.
 - c. Phase 3: August 20, 2021.
 - d. Phase 4: September 20, 2021
3. I understand the Owner reserves the right to reject any or all bids, and it is agreed that this bid may not be withdrawn for a period of thirty (30) days from the opening thereof.

A. Base Bid

1. The Bidder agrees to perform all work including General, Mechanical and Electrical Construction for the Base Bid Sum of:

NINE MILLION FIVE HUNDRED & FORTY Dollars \$ 9,540,000
THOUSAND

B. Alternates – Rooftop Unit Replacement

1. The Bidder agrees to add to or deduct from the Base Bid Sum the following amounts to perform the alternate work described in Section 01 23 00, including all associated costs.

a. Alternate No. 1 – _____

Add/Deduct ADD Dollars \$ 42,000.

C. Unit Prices (CHANGE IN SCOPE OF WORK)

1. Unit Price #1 - Plaster Wall Repair \$ ~~15.00~~ 33.00 per Square Foot
C.B.

D. Responsible Contractor Compliance

1. By signing this bid form, I am an Owner or Officer of the firm name listed on the bid form and I verify under oath that as a Prime Contractor I am in compliance with the Responsible Contractor criteria as defined in Minnesota Statute 16C.285, sub d. 3.

DATE January 16, 2020

FIRM NAME Corval Constructors Inc.

OFFICIAL ADDRESS 1663 Eustis Street
St. Paul, MN 55108

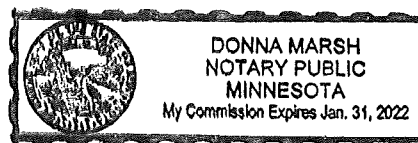
TELEPHONE NUMBER (651) 645-0451

FAX NUMBER (651) 642-5591

BY Todd Dougan Todd Dougan

TITLE (Owner or Officer) President

STATE OF Minnesota)SS.
COUNTY OF Ramsey



Sworn to and subscribed to before me this 16th day of Jan. 20 20

Notary Public, Washington County, State of Minnesota

My Commission Expires: January 31, 2022

END OF SECTION 00 41 13

SECTION 00 41 15

MN RESPONSIBLE CONTRACTOR COMPLIANCE AFFIDAVIT

The undersigned, the Owner or Officer of Corval Constructors, Inc. (Prime or Sub-Contractor Name) verify under oath that as a contractor I am in compliance with the following minimum criteria per Minnesota Statute 16C.285 Subd. 3:

1. The contractor:

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

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

- i. Repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;
- ii. Has been issued an order to comply by the commissioner of labor and industry that has become final;
- iii. Has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
- iv. Has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
- v. Has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
- vi. Has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction.

Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;

3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated 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;
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; and

7. All subcontractors 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.

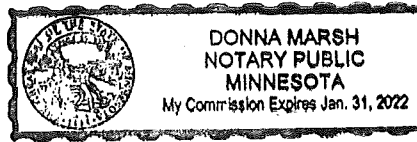
Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.

CONTRACTOR OR SUBCONTRACTOR

Corval Constructors, Inc.

By: Todd Dougan Todd Dougan
Its: President

STATE OF Minnesota)
COUNTY OF Ramsey)SS.



Sworn to and subscribed to before me this 16th day of Jan, 2020.

Notary Public, Washington County, State of Minnesota
My Commission Expires: January 31, 2022

END OF SECTION 00 41 15

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Corval Constructors, Inc.

1633 Eustis Street
Saint Paul, MN 55108

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER:

(Name, legal status and address)

Independent School District No. 280, Richfield Public Schools

7001 Harriet Avenue S.
Richfield, MN 55423

BOND AMOUNT:

Five Percent (5%) of Total Amount Bid

PROJECT:

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

Sheridan Hills Elementary School - 2019 Additions and Renovations, 6400 Sheridan Avenue South, Richfield, Minnesota 55423

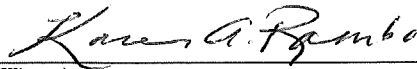
This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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.

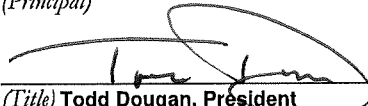
Signed and sealed this 16th day of January, 2020.


(Witness)

Corval Constructors, Inc.

(Principal)

(Seal)

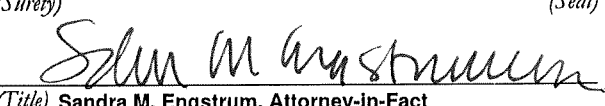

(Title) Todd Dougan, President

Liberty Mutual Insurance Company

(Surety)

(Seal)


(Witness)


(Title) Sandra M. Engstrum, Attorney-in-Fact

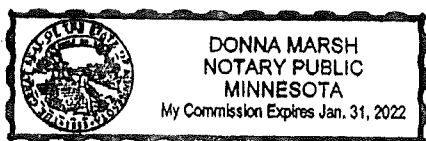


By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond.

CORPORATE ACKNOWLEDGMENT

State of Minnesota)
) ss
County of Ramsey)

On this 16th day of January, 2020, before me appeared Todd Dougan, to me personally known, who, being by me duly sworn, did say that he/she is the President of Corval Constructors, Inc., a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and that said Todd Dougan acknowledged said instrument to be the free act and deed of said corporation.

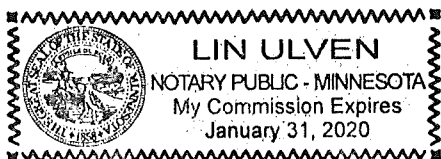


Donna Marsh
Notary Public Donna Marsh County, Washington
My commission expires January 31, 2022

SURETY ACKNOWLEDGMENT

State of Minnesota)
) ss
County of Hennepin)

On this 16th day of January, 2020, before me appeared Sandra M. Engstrum, to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of Liberty Mutual Insurance Company, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was executed in behalf of said corporation by authority of its Board of Directors; and that said Sandra M. Engstrum acknowledged said instrument to be the free act and deed of said corporation.



[Signature]
Notary Public Ramsey County, Minnesota
My commission expires 1/31/2020



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: 8200451-190054

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, Colby D. White, Melinda C. Blodgett, R. C. Bowman, Tina L. Domask, R. Scott Egginton, Sandra M. Engstrum, R. W. Frank, Ted Jorgensen, Joshua R. Loftis, Kurt C. Lundblad, Brian J. Oestreich, Jerome T. Ouimet, Ross S. Squires, Nicole Stillings, John E. Tauer, Rachel Thomas, Lin Ulven, Emily White

all of the city of Minneapolis state of Minnesota 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 4th day of February, 2019.



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

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 4th day of February, 2019 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 King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
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 16th day of January, 2020.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

SECTION 00 41 13

BID FORM

BID PROPOSAL FOR: SHERIDAN HILLS ELEMENTARY SCHOOL –
2019 ADDITIONS AND RENOVATIONS
6400 SHERIDAN AVENUE SOUTH
RICHFIELD, MINNESOTA 55423

BID TO: Independent School District #280
District Office Boardroom
7001 Harriet Avenue South
Richfield, Minnesota 55423

BID FROM: Jorgenson Construction Inc.

We have examined the Contract Documents for the proposed Sheridan Hills Elementary School – 2019 Additions and Renovations as prepared by Wold Architects and Engineers, St. Paul, Minnesota, and the conditions affecting the work.

In accordance therewith the undersigned proposes to furnish all labor and materials for Construction as set forth in the Contract Documents, including Addenda Nos. 1, 2, 3 issued thereto.

1. Accompanying this proposal is a Bid Security for all work, required to be furnished by Contract Documents, the same being subject to forfeiture in the event of default by the undersigned.
2. I agree to complete the Project, provided a contract is executed within 30 calendar days, by the following phasing dates below:
 - a. Phase 1: August 19, 2020.
 - b. Phase 2: May 28, 2021.
 - c. Phase 3: August 20, 2021.
 - d. Phase 4: September 20, 2021
3. I understand the Owner reserves the right to reject any or all bids, and it is agreed that this bid may not be withdrawn for a period of thirty (30) days from the opening thereof.

A. Base Bid

1. The Bidder agrees to perform all work including General, Mechanical and Electrical Construction for the Base Bid Sum of:

Nine million, eight hundred eighty thousand Dollars \$ 9,880,000.00

B. Alternates – Rooftop Unit Replacement

1. The Bidder agrees to add to or deduct from the Base Bid Sum the following amounts to perform the alternate work described in Section 01 23 00, including all associated costs.

a. Alternate No. 1 –

ⓐ Deduct One hundred five thousand Dollars \$ 105,000.00

C. Unit Prices (CHANGE IN SCOPE OF WORK)

1. Unit Price #1 - Plaster Wall Repair \$ 110.00 per Square Foot

D. Responsible Contractor Compliance

1. By signing this bid form, I am an Owner or Officer of the firm name listed on the bid form and I verify under oath that as a Prime Contractor I am in compliance with the Responsible Contractor criteria as defined in Minnesota Statute 16C.285, sub d. 3.

DATE 1/16/20

FIRM NAME Jorgenson Construction Inc.

OFFICIAL ADDRESS 9255 East River Road NW
Minneapolis, MN 55433

TELEPHONE NUMBER (763) 784-3877

FAX NUMBER (763) 784-1583

BY Bonnie Jorgenson

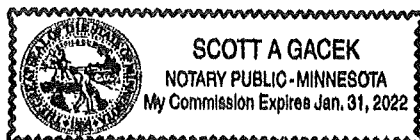
TITLE (Owner or Officer) Corporate Officer

STATE OF Minnesota)
)SS.
COUNTY OF Anoka)

Sworn to and subscribed to before me this 16th day of Jan., 2020.

Notary Public, [Signature] Anoka County, State of Minnesota

My Commission Expires: 1/31/22



END OF SECTION 00 41 13

SECTION 00 41 15

MN RESPONSIBLE CONTRACTOR COMPLIANCE AFFIDAVIT

The undersigned, the Owner or Officer of Jorgenson Construction Inc. (Prime or Sub-Contractor Name) verify under oath that as a contractor I am in compliance with the following minimum criteria per Minnesota Statute 16C.285 Subd. 3:

1. The contractor:

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

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

- i. Repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;
- ii. Has been issued an order to comply by the commissioner of labor and industry that has become final;
- iii. Has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
- iv. Has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
- v. Has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
- vi. Has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction.

Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;

3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated 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;
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; and

7. All subcontractors 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.

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.

CONTRACTOR OR SUBCONTRACTOR

Jorgenson Construction Inc.

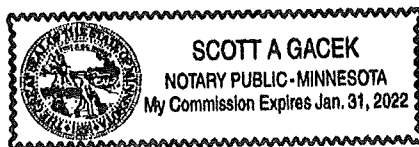
By: Bruce Jorgenson
Its: Corporate Officer

STATE OF Minnesota)
)SS.
COUNTY OF Anoka)

Sworn to and subscribed to before me this 16th day of January, 20 20.

Notary Public, [Signature] Anoka County, State of Minnesota

My Commission Expires: 1/31/22



END OF SECTION 00 41 15



Document A310™ – 2010

JAN 13 2020

Received

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Jorgenson Construction, Inc.
9255 East River Road NW,
Coon Rapids, MN 55433

OWNER:

(Name, legal status and address)

Richfield Public Schools ISD #280
7001 Harriet Ave.
Richfield, MN 55423

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

PROJECT:

(Name, location or address, and Project number, if any)
Sheridan Hills Elementary School Additions & Renovation

SURETY:

(Name, legal status and principal place of business)

Fidelity & Deposit Company of Maryland
1299 Zurich Way, 5th Floor
Schaumburg, IL 60196

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.

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 16th day of January, 2020

(Witness)

(Witness)

Jorgenson Construction, Inc.

(Principal)

(Seal)

(Title), Bonnie Jorgenson,

Fidelity & Deposit Company of Maryland

(Surety)

(Seal)

(Title) Nicole M. Coty Attorney-in-fact

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

Init.

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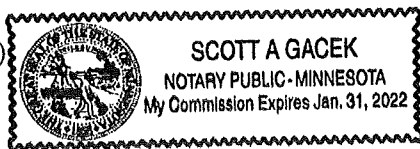
061110

CORPORATE ACKNOWLEDGMENT

STATE OF Minnesota
COUNTY OF Anoka

On the 16th day of January, 2020, before me personally appeared, Bonnie Jorgenson to me, who being duly sworn, did depose and say: that s/he resides in Andover, MN that s/he is the Corporate Officer of the Jorgenson Construction, Inc. the corporation described in and which executed the foregoing instrument; that s/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that s/he signed her/his name thereto by like order.

(SEAL)



Notary Public

A handwritten signature in cursive script, likely belonging to the notary public, written over a horizontal line.

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA
COUNTY OF Dakota

On the 16th day of January, 2020 before me personally appeared, Nicole M. Coty to me known, who being duly sworn, did say: that s/he resides in Minnesota that s/he is the aforesaid officer or attorney in fact of Fidelity & Deposit Company of Maryland a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument as signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

(SEAL)

Notary Public

A handwritten signature in cursive script, likely belonging to the notary public, written over a horizontal line.



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray**, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, **Litton E.S. FIELD, Jr., Amanda PLANTENBERG, Nicole M. COTY, Patricia M. ROWAN, Jacqueline RILEY and Nicole M. SAJI**, all of **Mendota Heights, Minnesota**, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all **bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 1st day of November, A.D. 2019.



ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 1st day of November, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

MINUTES OF FIRST MEETING OF BOARD OF DIRECTORS

OF

JORGENSEN CONSTRUCTION, INC.

The first meeting of the Board of Directors of Jorgenson Construction, Inc. was held in the City of East Bethel, County of Anoka, State of Minnesota, at 1:00 p.m. on April 1, 1983.

Stanley M. Jorgenson, the director, was present. Stanley M. Jorgenson was chosen Chairman of the meeting. Bonnie L. Jorgenson was chosen Secretary of the meeting.

The Chairman stated that the first order of business was the election of officers. The following persons were nominated for the offices set forth after their respective names to serve until their successors are duly elected and qualified:

Stanley M. Jorgenson - Chief Executive Officer
Bonnie L. Jorgenson - Chief Financial Officer

No further nominations being made, the nominations were closed and a vote taken. The Chairman announced that the aforesaid persons had been duly elected to the offices set forth after their respective names to serve until their successors are duly elected and qualified.

On motion duly made and seconded, the following resolutions were unanimously adopted:

RESOLVED, that the form of Stock Certificate submitted to this meeting be adopted as the form of Stock Certificate of this Corporation and that the Chief Executive Officer and Chief Financial Officer are hereby authorized to issue said certificates on behalf of the Corporation.

RESOLVED, that the Corporation not adopt a corporate seal at this time.

RESOLVED, that all unpaid subscriptions of shareholders for shares of this Corporation are hereby due and payable in full to the Chief Financial Officer of the Corporation.

RESOLVED, that no By-Laws be adopted at this time.

RESOLVED, that the Chief Financial Officer or the Chief Executive Officer of the Corporation is hereby authorized to open a bank account or accounts in the name of the Corporation with Fidelity Bank and Trust Company, in the City of Minneapolis, State of Minnesota, for the deposit of the Corporation, such funds to be withdrawn by check drawn on said bank, signed by either the Chief Executive Officer, the Chief Financial Officer or any other person designated by the Board of Directors.

RESOLVED, that the Chief Executive Officer shall sign all notes, loans, leases and deeds on behalf of the Corporation. Either the Chief Executive Officer or the Chief Financial Officer may sign for permits and other related documents.

RESOLVED, that the Corporation shall elect to be taxed as a Subchapter S Corporation for its first fiscal year running from April 1, 1983 to October 31, 1983. Thereafter, the fiscal year of the Corporation shall be November 1 through October 31.

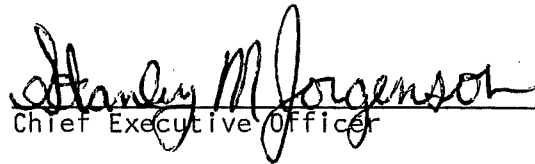
FURTHER RESOLVED, that this Corporation does hereby adopt a plan, a copy of which is attached hereto as Exhibit "A", to offer common stock of the Corporation for sale for money or property or both to all persons interested in purchasing the same, the quantity of said stock to consist of 10,000 shares, the maximum amount to be received by the Corporation in consideration for stock shall be \$100,000.00.

FURTHER RESOLVED, that this plan shall be and remain in full force and effect from the date hereof for a period of twenty-three months thereafter or the date on which the last share of the Corporation subject to this plan is issued, and shall thereafter terminate.

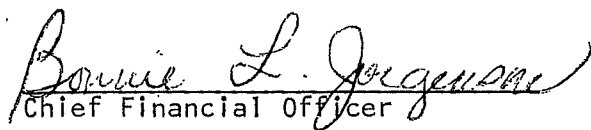
FURTHER RESOLVED, that this resolution shall not be deemed to be authorizing a public offering or sale of the securities except in accordance with the provisions of State and Federal laws relating to the public sale and offering of securities.

FURTHER RESOLVED, that this plan is adopted pursuant to the provisions of Section 1244 of the Internal Revenue Code of the United States.

There being no further business, on motion duly made and seconded, the meeting was adjourned.


Chief Executive Officer

Attest:


Chief Financial Officer

**ACTION IN WRITING OF BOARD OF DIRECTORS OF
JORGENSEN CONSTRUCTION INC.**

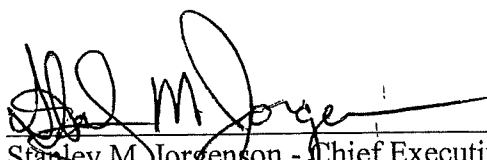
The undersigned, being the sole member of the Board of Directors of Jorgenson Construction Inc., a Minnesota corporation, acting pursuant to the provisions of Minnesota Statutes, in lieu of a meeting of the Board Of Directors of this corporation, do hereby adopt the following resolutions, effective January 1, 2000:


RESOLVED: that the following persons are nominated and unanimously elected to the offices set forth after their names, to serve until their successors are duly elected and qualified:

Stanley M. Jorgenson – Chief Executive Officer

Bonnie L. Jorgenson – Chief Financial Officer

Dwayne B. Kanne – Vice President


Stanley M. Jorgenson - Chief Executive Officer


Bonnie L. Jorgenson - Chief Financial Officer


Dwayne B. Kanne – Vice-President

Dated: 1/2/2000

**ACTION IN WRITING OF BOARD OF DIRECTORS OF
JORGENSEN CONSTRUCTION INC.**

The undersigned, being the sole member of the Board of Directors of Jorgenson Construction Inc., a Minnesota corporation, acting pursuant to the provisions of Minnesota Statutes, in lieu of a meeting of the Board Of Directors of this corporation, do hereby adopt the following resolutions, effective January 1, 2017:

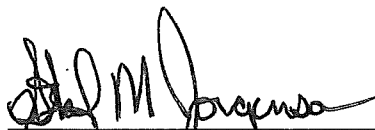
RESOLVED: that the following persons are nominated and unanimously elected to the offices set forth after their names, to serve until their successors are duly elected and qualified:

Stanley M. Jorgenson – Chief Executive Officer

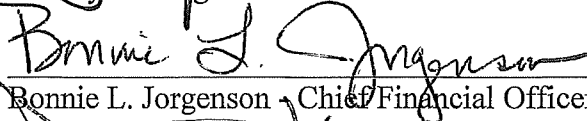
Bonnie L. Jorgenson – Chief Financial Officer

Dwayne B. Kanne – Vice President

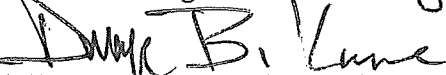
Matthew M. Jorgenson – Vice President



Stanley M. Jorgenson - Chief Executive Officer



Bonnie L. Jorgenson - Chief Financial Officer



Dwayne B. Kanne – Vice-President



Matthew M. Jorgenson – Vice President

Dated: 1/2/2017

SECTION 00 41 13

BID FORM

BID PROPOSAL FOR: SHERIDAN HILLS ELEMENTARY SCHOOL –
2019 ADDITIONS AND RENOVATIONS
6400 SHERIDAN AVENUE SOUTH
RICHFIELD, MINNESOTA 55423

BID TO: Independent School District #280
District Office Boardroom
7001 Harriet Avenue South
Richfield, Minnesota 55423

BID FROM: Rochon Corporation

We have examined the Contract Documents for the proposed Sheridan Hills Elementary School – 2019 Additions and Renovations as prepared by Wold Architects and Engineers, St. Paul, Minnesota, and the conditions affecting the work.

In accordance therewith the undersigned proposes to furnish all labor and materials for Construction as set forth in the Contract Documents, including Addenda Nos. 1, 2, 3 issued thereto.

1. Accompanying this proposal is a Bid Security for all work, required to be furnished by Contract Documents, the same being subject to forfeiture in the event of default by the undersigned.
2. I agree to complete the Project, provided a contract is executed within 30 calendar days, by the following phasing dates below:
 - a. Phase 1: August 19, 2020.
 - b. Phase 2: May 28, 2021.
 - c. Phase 3: August 20, 2021.
 - d. Phase 4: September 20, 2021
3. I understand the Owner reserves the right to reject any or all bids, and it is agreed that this bid may not be withdrawn for a period of thirty (30) days from the opening thereof.

A. Base Bid

1. The Bidder agrees to perform all work including General, Mechanical and Electrical Construction for the Base Bid Sum of:

nine million nine hundred and ninety thousand Dollars \$ 9,990,000

B. Alternates – Rooftop Unit Replacement

1. The Bidder agrees to add to or deduct from the Base Bid Sum the following amounts to perform the alternate work described in Section 01 23 00, including all associated costs.

a. Alternate No. 1 – _____

Add/Deduct one hundred nineteen thousand Dollars \$ 119,000

C. Unit Prices (CHANGE IN SCOPE OF WORK)

1. Unit Price #1 - Plaster Wall Repair \$ 8.00 per Square Foot

D. Responsible Contractor Compliance

1. By signing this bid form, I am an Owner or Officer of the firm name listed on the bid form and I verify under oath that as a Prime Contractor I am in compliance with the Responsible Contractor criteria as defined in Minnesota Statute 16C.285, sub d. 3.

DATE 1/16/20

FIRM NAME Rochon Corporation

OFFICIAL ADDRESS 28 2nd St NW, #200
Osseo, MN 55369

TELEPHONE NUMBER (763) 559-9393

FAX NUMBER (763) 559-8101

BY Jerry Braton

TITLE (Owner or Officer) CEO

STATE OF Minnesota)
COUNTY OF Hennepin)SS.



Sworn to and subscribed to before me this 16th day of Jan, 2020.

Notary Public, Patricia Wotzka Hennepin County, State of MN

My Commission Expires: 1-31-25

END OF SECTION 00 41 13

SECTION 00 41 15

MN RESPONSIBLE CONTRACTOR COMPLIANCE AFFIDAVIT

The undersigned, the Owner or Officer of Rochon Corporation (Prime or Sub-Contractor Name) verify under oath that as a contractor I am in compliance with the following minimum criteria per Minnesota Statute 16C.285 Subd. 3:

1. The contractor:

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

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

- i. Repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;
- ii. Has been issued an order to comply by the commissioner of labor and industry that has become final;
- iii. Has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
- iv. Has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
- v. Has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
- vi. Has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction.

Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;

3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated 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;
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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; and

7. All subcontractors 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.

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.

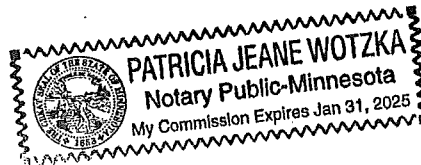
CONTRACTOR OR SUBCONTRACTOR

Rochon Corporation

By: Terry Braton

Its: CEO

STATE OF MN
COUNTY OF Hennepin)SS.



Sworn to and subscribed to before me this 16th day of Jan, 2020.

Notary Public, Patricia Jeane Wotzka County, State of MN
My Commission Expires: 1-31-25

END OF SECTION 00 41 15

BID BOND

CONTRACTOR:

(Name, legal status and address)

Rochon Corporation
28 2nd Street NW, Suite 200
Osseo, MN 55369

OWNER:

(Name, legal status and address)

Independent School District No. 280
7001 Harriet Ave. S
Richfield, MN 55423

BOND AMOUNT: Five Percent of the Bid Submitted

PROJECT:

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

Sheridan Hills Elementary School 2019 Additions and Renovations

SURETY:

North American Specialty Insurance Company
1450 American Lane, Suite 1100
Schaumburg, IL 60173

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.

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.

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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

16th

day of January

2020

(Witness)

(Witness)

Rochon Corporation

(Principal)

(Seal)

(Title)

North American Specialty Insurance Company

(Surety)

(Seal)

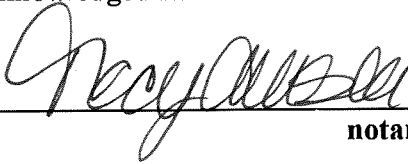
(Title)

Megan Nicole Scott

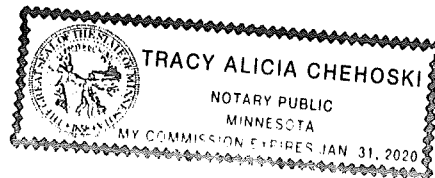
Attorney-In-Fact

STATE OF MINNESOTA

On this 16th day of January, 2020, before me appeared Megan Nicole Scott to me personally known, who, being duly sworn, did say that he or she is the Attorney-in-Fact of North American Specialty Insurance Company, that the seal affixed to the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said acknowledged said instrument to be the free act and deed of said corporation.



notary public



SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint:

CHRISTINE M. SCOTT, WENDY M. SCHMID, EMILY TSCHIMPERLE,
TRACY CHEHOSKI, MEGAN NICOLE SCOTT and NATHAN WEAVER

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By

Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By

Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 18th day of SEPTEMBER, 2018.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook

ss:

On this 18th day of SEPTEMBER, 2018, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 16th day of January, 2020.

Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

SECTION 00 41 13

BID FORM

BID PROPOSAL FOR: **SHERIDAN HILLS ELEMENTARY SCHOOL –
2019 ADDITIONS AND RENOVATIONS
6400 SHERIDAN AVENUE SOUTH
RICHFIELD, MINNESOTA 55423**

BID TO: Independent School District #280
District Office Boardroom
7001 Harriet Avenue South
Richfield, Minnesota 55423

BID FROM: Ebert, Inc. dba Ebert Construction

We have examined the Contract Documents for the proposed Sheridan Hills Elementary School – 2019 Additions and Renovations as prepared by Wold Architects and Engineers, St. Paul, Minnesota, and the conditions affecting the work.

In accordance therewith the undersigned proposes to furnish all labor and materials for Construction as set forth in the Contract Documents, including Addenda Nos. 1-3 issued thereto.

1. Accompanying this proposal is a Bid Security for all work, required to be furnished by Contract Documents, the same being subject to forfeiture in the event of default by the undersigned.
2. I agree to complete the Project, provided a contract is executed within 30 calendar days, by the following phasing dates below:
 - a. Phase 1: August 19, 2020.
 - b. Phase 2: May 28, 2021.
 - c. Phase 3: August 20, 2021.
 - d. Phase 4: September 20, 2021
3. I understand the Owner reserves the right to reject any or all bids, and it is agreed that this bid may not be withdrawn for a period of thirty (30) days from the opening thereof.

A. Base Bid

1. The Bidder agrees to perform all work including General, Mechanical and Electrical Construction for the Base Bid Sum of:

Ten million one Hundred twenty two thousand Dollars \$ 10,122,000

B. Alternates – Rooftop Unit Replacement

1. The Bidder agrees to add to or deduct from the Base Bid Sum the following amounts to perform the alternate work described in Section 01 23 00, including all associated costs.

a. Alternate No. 1 – _____

ⓐ Deduct one Hundred nineteen thousand Dollars \$ 119,500
Five Hundred

C. Unit Prices (CHANGE IN SCOPE OF WORK)

1. Unit Price #1 - Plaster Wall Repair \$ 29 per Square Foot

D. Responsible Contractor Compliance

1. By signing this bid form, I am an Owner or Officer of the firm name listed on the bid form and I verify under oath that as a Prime Contractor I am in compliance with the Responsible Contractor criteria as defined in Minnesota Statute 16C.285, sub d. 3.

DATE January 16, 2020

FIRM NAME Ebert, Inc. dba Ebert Construction

OFFICIAL ADDRESS 23350 County Road 10
Corcoran, MN 55362

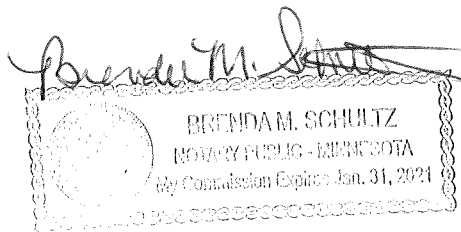
TELEPHONE NUMBER (763) 498-7844

FAX NUMBER (763) 498-9951

BY 

TITLE (Owner or Officer) Markus R. Ebert
Vice President / Secretary

STATE OF Minnesota)
COUNTY OF Hennepin)SS.



Sworn to and subscribed to before me this 16 day of Jan., 2020.

Notary Public, Hennepin County, State of Minnesota

My Commission Expires: 1/31/21

END OF SECTION 00 41 13

SECTION 00 41 15

MN RESPONSIBLE CONTRACTOR COMPLIANCE AFFIDAVIT

The undersigned, the Owner or Officer of Ebert, Inc. dba Ebert Construction (Prime or Sub-Contractor Name) verify under oath that as a contractor I am in compliance with the following minimum criteria per Minnesota Statute 16C.285 Subd. 3:

1. The contractor:

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

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

- i. Repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;
- ii. Has been issued an order to comply by the commissioner of labor and industry that has become final;
- iii. Has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
- iv. Has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
- v. Has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
- vi. Has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction.

Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;


3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated 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;
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; and

7. All subcontractors 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.

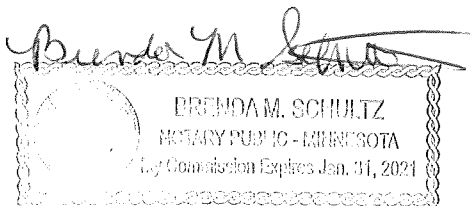
Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.

CONTRACTOR OR SUBCONTRACTOR

Ebert, Inc. dba Ebert Construction

By: 
Its: Markus R. Ebert
Vice President / Secretary

STATE OF Minnesota)
)SS.
COUNTY OF Hennepin)



Sworn to and subscribed to before me this 16 day of January, 2020.

Notary Public, Hennepin County, State of Minnesota

My Commission Expires: 1/31/21

END OF SECTION 00 41 15

MERCHANTS BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Ebert, Inc.
23350 County Road 10
Corcoran, MN 55357

SURETY:

(Name, legal status and principal place
of business)

Merchants Bonding Company (Mutual)
A Corporation
6700 Westown Parkway, West Des Moines, IA 50266

OWNER:

(Name, legal status and address)

Independent School District No. 280
7001 Harriet Ave. S
Richfield, MN 55423

BOND AMOUNT: Five Percent of the Bid Submitted

PROJECT:

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

Sheridan Hills Elementary School 2019 Additions and Renovations

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.

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 **16th** day of **January** **2020**

Ebert, Inc.



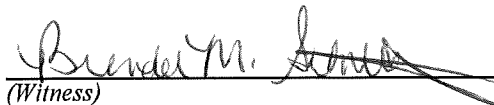
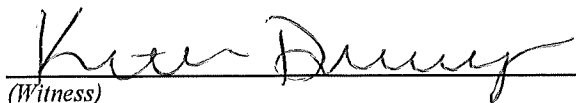
(Principal)

(Seal)

Markus Ross Ebert

Vice President & Secretary

(Title)


(Witness)
(Witness)

Merchants Bonding Company (Mutual)

(Surety)

(Seal)

(Title) **Megan Nicole Scott**

Attorney-In-Fact

CON 0657 (2/15)

Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A310-Bid Bond-2010

INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF
COUNTY OF

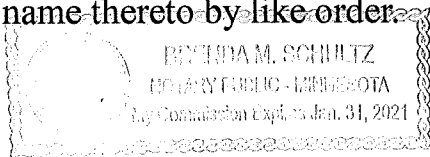
On this _____ day of _____, _____, before me personally appeared _____ to me known to be the person _____ described in and who executed the forgoing bond, and acknowledged that _____ he _____ executed the same as _____ free act and deed.

Notary Public

CORPORATION ACKNOWLEDGMENT

STATE OF Minnesota
COUNTY OF Hennepin

On this 16th day of January, 2020, before me personally came Markus Ross Ebert to me known, who being by me duly sworn, did depose and say; that he is the Vice President & Secretary of Ebert, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

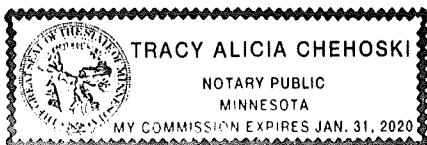


Brenda M. Schultz Notary Public

SURETY ACKNOWLEDGMENT

STATE OF MINNESOTA
COUNTY OF HENNEPIN

On this 16th day of January, 2020, before me appeared MEGAN NICOLE SCOTT to me personally known, who, being duly sworn, did say that he is the Attorney-in-Fact of Merchants Bonding Company of West Des Moines, IA that the seal affixed to the foregoing instrument is the corporation seal of said corporation; that the said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he did also acknowledge that he executed the said instrument as the free act and deed of said Company.



Tracy Alicia Chehoski Notary Public

MERCHANTS
BONDING COMPANYTM
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 (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Aileen Geving; Christine Scott; Christopher James; Dee Ann Briegel; Emily Tschimperle; Gregg K Boomgard; James Erickson; Janet L Roth; John C Klein; Kristin B Schiferl; Kristin M Bakos; Larry Sumbs; Megan Nicole Scott; Nathan Weaver; Stephen M Klein; Tracy Chehoski; Wendy M Schmid

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.

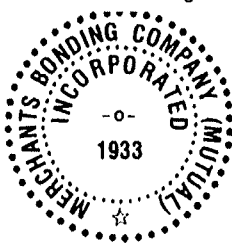
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, 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 20th day of March, 2019.

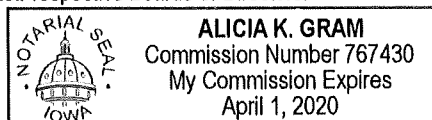


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 20th day of March, 2019, 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.



Alicia K. Gram

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 16th day of January, 2020.



William Warner Jr.
Secretary

WORKFORCE

CERTIFICATE OF COMPLIANCE

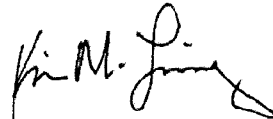
The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **EBERT CONSTRUCTION, INC.** is hereby certified as a contractor under the Minnesota Human Rights Act, §363A.

Certificate start date: **4/27/2018**

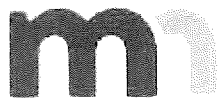
Certificate expiration date: **4/26/2022**

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:

A handwritten signature in black ink, appearing to read "Kevin M. Lindsey", written in a cursive style.

Kevin M. Lindsey, Commissioner



DEPARTMENT OF HUMAN RIGHTS

EQUAL PAY CERTIFICATE OF COMPLIANCE

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that EBERT CONSTRUCTION, INC. is hereby certified as a contractor under the Minnesota Human Rights Act, §363A.44.

Certificate start date: August 7, 2018

Certificate expiration date: August 6, 2022

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:

Kevin M. Lindsey, Commissioner

AN EQUAL OPPORTUNITY EMPLOYER

Freeman Building • 625 Robert Street North • Saint Paul, MN 55155 • Tel 651.539.1100
MN Relay 711 or 1.800.627.3529 • Toll Free 1.800.657.3704 • Fax 651.296.9042 • mn.gov/mdhr

SECTION 00 41 13

BID FORM

BID PROPOSAL FOR: SHERIDAN HILLS ELEMENTARY SCHOOL –
2019 ADDITIONS AND RENOVATIONS
6400 SHERIDAN AVENUE SOUTH
RICHFIELD, MINNESOTA 55423

BID TO: Independent School District #280
District Office Boardroom
7001 Harriet Avenue South
Richfield, Minnesota 55423

BID FROM: Met-Con Construction, Inc.

We have examined the Contract Documents for the proposed Sheridan Hills Elementary School – 2019 Additions and Renovations as prepared by Wold Architects and Engineers, St. Paul, Minnesota, and the conditions affecting the work.

In accordance therewith the undersigned proposes to furnish all labor and materials for Construction as set forth in the Contract Documents, including Addenda Nos. 1, 2, 3 issued thereto.

1. Accompanying this proposal is a Bid Security for all work, required to be furnished by Contract Documents, the same being subject to forfeiture in the event of default by the undersigned.
2. I agree to complete the Project, provided a contract is executed within 30 calendar days, by the following phasing dates below:
 - a. Phase 1: August 19, 2020.
 - b. Phase 2: May 28, 2021.
 - c. Phase 3: August 20, 2021.
 - d. Phase 4: September 20, 2021
3. I understand the Owner reserves the right to reject any or all bids, and it is agreed that this bid may not be withdrawn for a period of thirty (30) days from the opening thereof.

A. Base Bid

1. The Bidder agrees to perform all work including General, Mechanical and Electrical Construction for the Base Bid Sum of:

Ten million one Hundred eighty Dollars \$ 10,185,000.00
Five million thousand

B. Alternates – Rooftop Unit Replacement

1. The Bidder agrees to add to or deduct from the Base Bid Sum the following amounts to perform the alternate work described in Section 01 23 00, including all associated costs.

a. Alternate No. 1 – One

Add/Deduct One hundred twenty two thousand Dollars \$ 122,000.00

C. Unit Prices (CHANGE IN SCOPE OF WORK)

1. Unit Price #1 - Plaster Wall Repair \$ 32.00 per Square Foot

D. Responsible Contractor Compliance

1. By signing this bid form, I am an Owner or Officer of the firm name listed on the bid form and I verify under oath that as a Prime Contractor I am in compliance with the Responsible Contractor criteria as defined in Minnesota Statute 16C.285, sub d. 3.

DATE January 16, 2020

FIRM NAME Met-Con Construction, Inc.

OFFICIAL ADDRESS 15760 Acorn Trail
Faribault, MN 55021

TELEPHONE NUMBER (507) 332-2266

FAX NUMBER (507) 332-8742

BY 

TITLE (Owner or Officer) Troy Zabinski, CFO

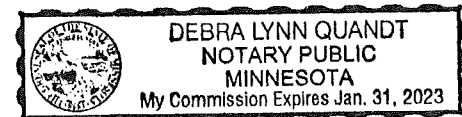
State of Incorporation: Minnesota

STATE OF Minnesota)
)SS.
COUNTY OF Rice)

Sworn to and subscribed to before me this 16 day of January, 20 20.

Notary Public, Rice County, State of MN

My Commission Expires: 11/31/23 Debra Quandt



END OF SECTION 00 41 13

SECTION 00 41 15

MN RESPONSIBLE CONTRACTOR COMPLIANCE AFFIDAVIT

The undersigned, the Owner or Officer of Met-Con Construction, Inc. (Prime or Sub-Contractor Name) verify under oath that as a contractor I am in compliance with the following minimum criteria per Minnesota Statute 16C.285 Subd. 3:

1. The contractor:

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

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

- i. Repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;
- ii. Has been issued an order to comply by the commissioner of labor and industry that has become final;
- iii. Has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
- iv. Has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
- v. Has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
- vi. Has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction.

Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;

3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated 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;
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; and

7. All subcontractors 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.

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.

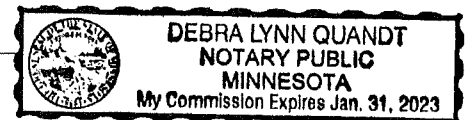
CONTRACTOR OR SUBCONTRACTOR
Met-Con Construction, Inc.

By: T. Zabinski
Its: Troy Zabinski, CFO

STATE OF Minnesota)
)SS.
COUNTY OF Rice)

Sworn to and subscribed to before me this 11th day of January, 20 20.

Notary Public, Rice County, State of MN
My Commission Expires: 1/31/23 Debra Quandt



END OF SECTION 00 41 15



AIA[®]

Document A310[™] – 1970

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)

Met-Con Construction, Inc.
15760 Acorn Trail
Faribault, MN 55021

as Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)

United Fire & Casualty Company
118 Second Ave SE
Cedar Rapids, IA 52407

a corporation duly organized under the laws of the State of **Iowa**
as Surety, hereinafter called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)

ISD #280 - Richfield Public Schools
7001 Harriet Ave S.
Richfield, MN 55423

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent (5%) of the Amount of the Bid**
Dollars (\$ **5%**), for the payment
of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)


ISD #280- Richfield Public Schools, Sheridan Hills Elementary School 2019 Additions & Renovations

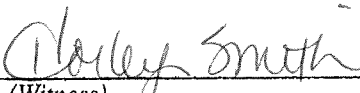
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this

16th

day of **January, 2020**



(Witness)


(Witness)

Met-Con Construction, Inc.

(Principal)


(Seal)


(Title) **Troy Zabinski, CFO**

United Fire & Casualty Company

(Surety)

(Title)


Melissa M. Nordin
Attorney-in-Fact

(Seal)

INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF _____

SS

COUNTY OF _____

On the _____ day of _____, _____, before me personally appeared

_____ to me
known to be the person(s) described in and who executed the foregoing instrument, as
Principal(s), and acknowledged to me that ___he___ executed the same as his/her/their free act
and deed.

(Notary Seal)

CORPORATE ACKNOWLEDGMENT

STATE OF Minnesota

SS

COUNTY OF Rice

On the **16th** day of **January, 2020**, before me personally appeared Troy Zabinski
to me known, who being by me duly sworn, did say that he/she is the CFO
of **Met-Con Construction, Inc.**, the corporation described in and which executed the foregoing
instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument
is such corporate seal; that it was so affixed by order of the board of directors of said corporation;
and that he/she signed his/her name thereto by like order

Debra Quandt
(Notary Seal)



ACKNOWLEDGMENT OF CORPORATE SURETY

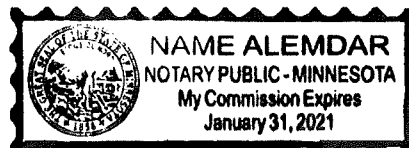
STATE OF MINNESOTA

SS

COUNTY OF **Hennepin**

On the **16th** day of **January, 2020**, before me personally appeared **Melissa M. Nordin** to me
known, who being duly sworn, did say that he/she is the aforesaid officer or attorney-in-fact of the
United Fire & Casualty Company a corporation; that the seal affixed to the foregoing instrument
is the corporate seal of said corporation, and that said instrument was signed and sealed in
behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the
aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

D. Daniels
(Notary Seal)





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

TERRY STARKS, ALAN STARKS, ROBERT E. CLEMANTS, MELISSA M. NORDIN, NAME ALEMDAR, JEFFREY SETTEM, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

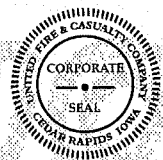
The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 17th day of November, 2017

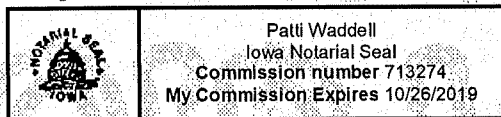


UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

On 17th day of November, 2017, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; 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 corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2019

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 16th day of JANUARY, 20 20



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

Minnesota Department of Labor and Industry
Construction Codes and Licensing Division
443 Lafayette Road N
Saint Paul, MN 55155

Licensing and Certification Services
Phone: 651.284.5034
Email: DLI.License@state.mn.us
Website: www.dli.mn.gov/ccld.asp

NOTICES

NOT TRANSFERABLE

CHANGE YOUR BUSINESS STRUCTURE
SUBMIT A NEW APPLICATION FOR NEW ENTITY

RENEW OR REPLACE INSURANCE POLICY
SUBMIT NEW CERTIFICATE OF INSURANCE

MET CON CONSTRUCTION INC
PO BOX 427
FARIBAULT, MN 55021

NOTIFY THE DEPARTMENT OF A CHANGE IN YOUR BUSINESS.
Failure to do so, subjects you to administrative penalties of up to \$10,000.

15-Day Notice Requirement – Forms available online at www.dli.mn.gov/CCLD/LicUpdate.asp

- Change in business' physical address, mailing address, phone number, or email address
- Change in control, owners, officers, directors, members, partners
- Change in business' legal name and/or assumed name
- Loss of or change in QUALIFYING BUILDER
- Change in general liability insurance or workers' compensation insurance coverage

Immediate Notice Requirement – Notification to DLI in writing

- **Judgment Debtor.** A licensed contractor has 15 days to provide written notice of the finding that it is found to be a judgment debtor based upon conduct requiring licensure.
- **Bankruptcy Petition Filed.** A licensed contractor has 15 days to provide written notice that it filed a petition for bankruptcy.
- **Conviction Notice.** A licensed contractor has 10 days to provide written notice that it has been found guilty of a felony, gross misdemeanor, misdemeanor or any comparable offense related to the license, including convictions of fraud, misrepresentation, misuse of funds, theft, criminal sexual conduct, assault, burglary, conversion of funds, or theft of proceeds in this or any other state or any other United States jurisdiction.

YOUR CERTIFICATE IS BELOW THE PERFORATION.

SHOW CERTIFICATE WHEN OBTAINING PERMITS.



RESIDENTIAL BLDG CONTRACTOR

Construction Codes and Licensing Division
Website: www.dli.mn.gov/ccld.asp

Licensing and Certification Services
Email: dli.license@state.mn.us

443 Lafayette Road N St. Paul, MN 55155
Phone: 651.284.5034

This is to certify that the certificate holder is licensed as a RESIDENTIAL BUILDING CONTRACTOR in the state of Minnesota and is in compliance with Minnesota Statutes 326B.805, and may build residential real estate, contract or offer to contract with an owner to build residential real estate, and contract or offer to contract with an owner to improve existing residential real estate; provided the responsible individual is at all times a QUALIFYING BUILDER and the certificate holder maintains compliance with the required general liability insurance, and workers' compensation laws.

License : RESIDENTIAL BLDG CONTRACTOR
Lic Number : BC002620
Effective Date : 04/01/2018
Expiration Date : 03/31/2020

MET CON CONSTRUCTION INC
PO BOX 427
FARIBAULT, MN 55021

VERIFY UP-TO-DATE STATUS, BOND, AND INSURANCE INFO AT www.dli.mn.gov/ccld/LicVerify.asp (ENTER NUMBER)

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SECTION 00 41 13

BID FORM

BID PROPOSAL FOR: SHERIDAN HILLS ELEMENTARY SCHOOL –
2019 ADDITIONS AND RENOVATIONS
6400 SHERIDAN AVENUE SOUTH
RICHFIELD, MINNESOTA 55423

BID TO: Independent School District #280
District Office Boardroom
7001 Harriet Avenue South
Richfield, Minnesota 55423

BID FROM: Shaw-Lundquist Associates, Inc.

We have examined the Contract Documents for the proposed Sheridan Hills Elementary School – 2019 Additions and Renovations as prepared by Wold Architects and Engineers, St. Paul, Minnesota, and the conditions affecting the work.

In accordance therewith the undersigned proposes to furnish all labor and materials for Construction as set forth in the Contract Documents, including Addenda Nos. 1, 2 & 3 issued thereto.

1. Accompanying this proposal is a Bid Security for all work, required to be furnished by Contract Documents, the same being subject to forfeiture in the event of default by the undersigned.
2. I agree to complete the Project, provided a contract is executed within 30 calendar days, by the following phasing dates below:
 - a. Phase 1: August 19, 2020.
 - b. Phase 2: May 28, 2021.
 - c. Phase 3: August 20, 2021.
 - d. Phase 4: September 20, 2021
3. I understand the Owner reserves the right to reject any or all bids, and it is agreed that this bid may not be withdrawn for a period of thirty (30) days from the opening thereof.

A. Base Bid

1. The Bidder agrees to perform all work including General, Mechanical and Electrical Construction for the Base Bid Sum of:

Dollars \$ 10,293,000

B. Alternates – Rooftop Unit Replacement

1. The Bidder agrees to add to or deduct from the Base Bid Sum the following amounts to perform the alternate work described in Section 01 23 00, including all associated costs.

a. Alternate No. 1 – _____

Add/Deduct

Dollars \$ 121,000

One hundred Twenty One Thousand ~~Two~~ Dollars

C. Unit Prices (CHANGE IN SCOPE OF WORK)

1. Unit Price #1 - Plaster Wall Repair \$ 36.00 per Square Foot

D. Responsible Contractor Compliance

1. By signing this bid form, I am an Owner or Officer of the firm name listed on the bid form and I verify under oath that as a Prime Contractor I am in compliance with the Responsible Contractor criteria as defined in Minnesota Statute 16C.285, sub d. 3.

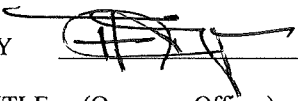
DATE 01/16/2020

FIRM NAME Shaw-Lundquist Associates, Inc.

OFFICIAL ADDRESS 2757 West Service Road
St. Paul, Minnesota 55121

TELEPHONE NUMBER (651) 454-0670

FAX NUMBER (651) 454-7982

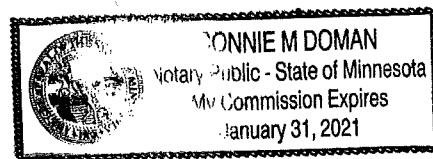
BY , Thomas J. Meyers

TITLE (Owner or Officer) Vice President

Donnie Doman

STATE OF Minnesota)
)SS.

COUNTY OF Dakota)



Sworn to and subscribed to before me this 16th day of January, 2020.

Notary Public, _____ Dakota _____ County, State of Minnesota

My Commission Expires: 01-31-2021

END OF SECTION 00 41 13

SECTION 00 41 15

MN RESPONSIBLE CONTRACTOR COMPLIANCE AFFIDAVIT

The undersigned, the Owner or Officer of Shaw-Lundquist Associates, Inc. (Prime or Sub-Contractor Name) verify under oath that as a contractor I am in compliance with the following minimum criteria per Minnesota Statute 16C.285 Subd. 3:

1. The contractor:

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

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

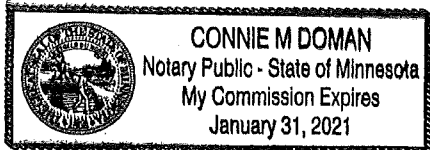
- i. Repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;
- ii. Has been issued an order to comply by the commissioner of labor and industry that has become final;
- iii. Has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
- iv. Has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
- v. Has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
- vi. Has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction.

Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;

3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated 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;
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; and

7. All subcontractors 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.

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.



Connie Doman
STATE OF Minnesota)
)SS.
COUNTY OF Dakota)

CONTRACTOR OR SUBCONTRACTOR

Shaw-Lundquist Associates, Inc.

[Signature]

, Thomas J. Meyers

Its: Vice President

Sworn to and subscribed to before me this 16th day of January, 2020.

Notary Public, Dakota County, State of Minnesota

My Commission Expires: 01-31-2021

END OF SECTION 00 41 15

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Shaw-Lundquist Associates, Inc.

2757 W Service Road
St. Paul, MN 55121

SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland

1299 Zurich Way, 5th Floor
Schaumburg, IL 60196-1056

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)

Independent School District No. 280, Richfield Public Schools

7001 Harriet Avenue S.
Richfield, MN 55423

BOND AMOUNT:

Five Percent (5%) of Total Amount Bid

PROJECT:

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

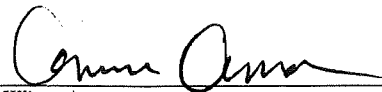
Sheridan Hills Elementary School - 2019 Additions and Renovations, 6400 Sheridan Avenue South, Richfield, Minnesota 55423

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 16th day of January, 2020.


(Witness)

Shaw-Lundquist Associates, Inc.

(Principal)

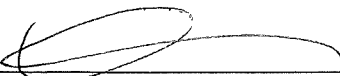
(Seal)



(Title), THOMAS D. MEYERS, VICE PRESIDENT

Fidelity and Deposit Company of Maryland

(Surety)

(Seal)


(Witness)


(Title) Colby D. White, Attorney-in-Fact

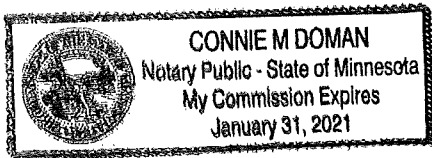


By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond.

CORPORATE ACKNOWLEDGMENT

State of Minnesota)
) ss
County of DAKOTA)

On this 16th day of January 2020, before me appeared THOMAS J. MEYERS, to me personally known, who, being by me duly sworn, did say that he/she is the VICE PRESIDENT of Shaw-Lundquist Associates, Inc., a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and that said THOMAS J. MEYERS acknowledged said instrument to be the free act and deed of said corporation.



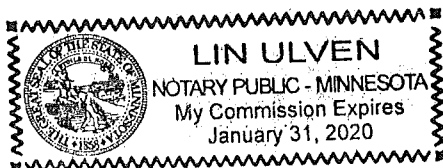
A handwritten signature in cursive script, appearing to read "Connie M Doman".

Notary Public DAKOTA County, MN
My commission expires 01-31-2021

SURETY ACKNOWLEDGMENT

State of Minnesota)
) ss
County of Hennepin)

On this 16th day of January 2020, before me appeared Colby D. White, to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of Fidelity and Deposit Company of Maryland, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was executed in behalf of said corporation by authority of its Board of Directors; and that said Colby D. White acknowledged said instrument to be the free act and deed of said corporation.



A handwritten signature in cursive script, appearing to read "Lin Ulven".

Notary Public Ramsey County, Minnesota
My commission expires 1/31/2020

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**


KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Melinda C. BLODGETT, Colby D. WHITE, Jerome T. OUIMET, Nicole STILLINGS, John E. TAUER, Joshua R. LOFTIS, Kurt C. LUNDBLAD, Ted JORGENSEN, R. C. BOWMAN, and Brian J. OESTREICH**, all of Minneapolis, Minnesota, **EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

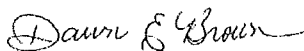
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 26th day of June, A.D. 2019.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: **Robert D. Murray**
Vice President



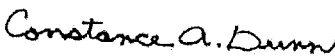
By: **Dawn E. Brown**
Secretary

**State of Maryland
County of Baltimore**

On this 26th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.





Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 16th day of January, 2020.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

Certificate of Corporate Resolution

Shaw-Lundquist Associates, Inc.

Authorization to Submit Proposal

I, Hoyt Hsiao, Secretary of Shaw-Lundquist Associates, Inc., do hereby certify that at a duly constituted meeting of the Directors of the Corporation held at the office of the Corporation on 16th of January, 2020, it was upon motion duly made and seconded, that it be VOTED:

For the Corporation to submit a Proposal for the: ISD #280 – Sheridan Hills Elementary School 2019 Additions & Renovations located in Richfield, Minnesota.


It was upon further motion made and seconded that it be VOTED: That Thomas J. Meyers, as Vice President of the Corporation, be empowered, authorized and directed to execute, deliver and accept any, and all documents and undertake all acts reasonably required or incidental to accomplish the foregoing vote, all on such terms and conditions as he in his discretion deems to be in the best interests of the Corporation.

I further certify that the foregoing votes are in full force without rescission, modification or amendment.

Signed under seal this 16th of January, in the Year of 2020.

A TRUE RECORD

ATTEST



Connie M. Oman



Hoyt Hsiao

Secretary – Hoyt Hsiao

Shaw-Lundquist Associates, Inc.

2757 West Service Road

St. Paul, Minnesota 55121

State of Incorporation: MINNESOTA



WORKFORCE CERTIFICATE OF COMPLIANCE

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

Certificate start date: **2/22/2018**

Certificate expiration date: **2/21/2022**

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:

A handwritten signature in black ink, appearing to read 'Kevin M. Lindsey'.

Kevin M. Lindsey, Commissioner

AN EQUAL OPPORTUNITY EMPLOYER

Freeman Building • 625 Robert Street North • Saint Paul, MN 55155 • Tel 651.539.1100
MN Relay 711 or 1.800.627.3529 • Toll Free 1.800.657.3704 • Fax 651.296.9042 • mn.gov/mdhr



SHAW - LUNDQUIST ASSOCIATES INC

Equal Employment Opportunity Policy Statement

This is to affirm Shaw-Lundquist Associates Inc. policy on providing Equal Opportunity to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity / Affirmative Action laws, directives and regulations of Federal, State and Local Governing bodies or agencies thereof, specifically Minnesota Statutes §363.

Shaw-Lundquist Associates Inc. will not discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, national origin, gender, gender identify, disability, age, marital status, or status with regard to public assistance, disability, sexual orientation, age, family care leave status, or veteran status.


Shaw-Lundquist Associates Inc. will take Affirmative Action to ensure that all employment practices are free of such discriminations. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, application, testing, selection, hiring, placement, orientation, on-the-job and external training, educational assistance, transfer opportunity, promotion, company sponsored social and recreational activities, benefits, recall, layoff or termination, disciplinary action, rates of pay or other forms of compensation, and selection for training including apprenticeship and all other terms and conditions of employment.

Shaw-Lundquist Associates Inc. will commit the necessary time and resources, both financial and human, to achieve the goals of Equal Opportunity and Affirmative Action.

Shaw-Lundquist Associates Inc. fully supports incorporation of non-discrimination and Affirmative Action rules and regulations into contracts.

Shaw-Lundquist Associates Inc. will evaluate the performance of its management and supervisory personnel on the basis of their involvement in achieving these Affirmative Action objectives as well as other established criteria. Any employee of this company, or subcontractors to this employer, who does not comply with Equal Employment Opportunity policies and procedures as set forth in this Statement and Plan will be subject to disciplinary action. Any subcontractor not complying with all applicable Equal Employment Opportunity / Affirmative Action laws, directives and regulations of the Federal, State and Local governing bodies or agencies thereof, specifically Minnesota Statutes §363, will be subject to appropriate legal sanctions.

Shaw-Lundquist Associates Inc. has appointed Cynthia Trousdale, the EEO Coordinator, to manage the Equal Employment Opportunity Program. Her responsibilities will include monitoring all Equal Employment Opportunity activities and reporting the effectiveness of this Affirmative Action Program, as required by Federal, State and Local agencies. The Chief Financial Officer of this company will receive and review reports on the progress of the program. If any employee or applicant for employment believes he/she has been discriminated against, please contact **Cynthia Trousdale, 2757 West Service Road, St. Paul, MN, 55121, or call 651/454-0670.**


Cynthia Trousdale
Chief Financial Officer, Shaw-Lundquist Associates Inc.

General Contractors | Design-Builders | Construction Managers

2757 West Service Road • Saint Paul MN 55121 • ph 651 454 0670 • fx 651 454 7982 • shawlundquist.com

an equal opportunity employer

THIS CERTIFIES THAT

Shaw-Lundquist Associates, Inc.

dba Shaw-Lundquist Associates



* Nationally certified by the: **NORTH CENTRAL MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 236116; 236210; 236220; 238110; 238350; 238390; 238310

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

10/04/2019

Issued Date

WS02515

Certificate Number

12/31/2020

Expiration Date

Adrienne C. Trimble
Adrienne Trimble

Heather N. Olson

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

SECTION 00 41 13

BID FORM

BID PROPOSAL FOR: SHERIDAN HILLS ELEMENTARY SCHOOL –
2019 ADDITIONS AND RENOVATIONS
6400 SHERIDAN AVENUE SOUTH
RICHFIELD, MINNESOTA 55423

BID TO: Independent School District #280
District Office Boardroom
7001 Harriet Avenue South
Richfield, Minnesota 55423

BID FROM: Construction Results Corporation

We have examined the Contract Documents for the proposed Sheridan Hills Elementary School – 2019 Additions and Renovations as prepared by Wold Architects and Engineers, St. Paul, Minnesota, and the conditions affecting the work.

In accordance therewith the undersigned proposes to furnish all labor and materials for Construction as set forth in the Contract Documents, including Addenda Nos. 1, 2, 3 issued thereto.

1. Accompanying this proposal is a Bid Security for all work, required to be furnished by Contract Documents, the same being subject to forfeiture in the event of default by the undersigned.
2. I agree to complete the Project, provided a contract is executed within 30 calendar days, by the following phasing dates below:
 - a. Phase 1: August 19, 2020.
 - b. Phase 2: May 28, 2021.
 - c. Phase 3: August 20, 2021.
 - d. Phase 4: September 20, 2021
3. I understand the Owner reserves the right to reject any or all bids, and it is agreed that this bid may not be withdrawn for a period of thirty (30) days from the opening thereof.

A. Base Bid

1. The Bidder agrees to perform all work including General, Mechanical and Electrical Construction for the Base Bid Sum of:

Dollars \$ 10,959,740

B. Alternates – Rooftop Unit Replacement

1. The Bidder agrees to add to or deduct from the Base Bid Sum the following amounts to perform the alternate work described in Section 01 23 00, including all associated costs.

a. Alternate No. 1 – 127,000

Add/Deduct _____ Dollars \$ _____

C. Unit Prices (CHANGE IN SCOPE OF WORK)

1. Unit Price #1 - Plaster Wall Repair \$ 35 per Square Foot

D. Responsible Contractor Compliance

1. By signing this bid form, I am an Owner or Officer of the firm name listed on the bid form and I verify under oath that as a Prime Contractor I am in compliance with the Responsible Contractor criteria as defined in Minnesota Statute 16C.285, sub d. 3.

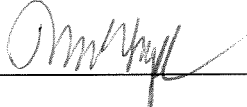
DATE January 16, 2020

FIRM NAME Construction Results Corporation

OFFICIAL ADDRESS 14170 23rd Avenue North
Plymouth, MN 55447

TELEPHONE NUMBER (763) 559-0494

FAX NUMBER (763) 553-0494

BY  Mark Snyder

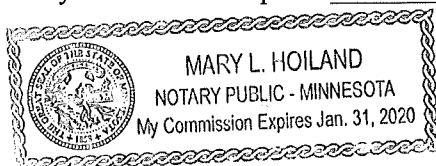
TITLE (Owner or Officer) President

STATE OF MINNESOTA)
)SS.
COUNTY OF HENNEPIN)

Sworn to and subscribed to before me this 16th day of Jan., 2020.

Mary L. Hoiland
Notary Public, HENNEPIN County, State of MINNESOTA

My Commission Expires: January 31, 2020



END OF SECTION 00 41 13

SECTION 00 41 15

MN RESPONSIBLE CONTRACTOR COMPLIANCE AFFIDAVIT

The undersigned, the Owner or Officer of Construction Results Corporation (Prime or Sub-Contractor Name) verify under oath that as a contractor I am in compliance with the following minimum criteria per Minnesota Statute 16C.285 Subd. 3:

1. The contractor:

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

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

- i. Repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;
- ii. Has been issued an order to comply by the commissioner of labor and industry that has become final;
- iii. Has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
- iv. Has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
- v. Has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
- vi. Has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction.

Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;

3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated 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;
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; and

7. All subcontractors 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.

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.

CONTRACTOR OR SUBCONTRACTOR
Construction Results Corporation

By:  Mark Snyder
Its: President

STATE OF MINNESOTA)
)SS.
COUNTY OF HENNEPIN)

Sworn to and subscribed to before me this 16th day of January, 2020.



Notary Public, Hennepin County, State of Minnesota

My Commission Expires: January 31, 2020



END OF SECTION 00 41 15

Bid Bond

CONTRACTOR:

Construction Results Corporation

14170 23rd Ave. N.

Plymouth MN 55447

OWNER:

Independent School District #280

7001 Harriet Avenue South

Richfield MN 55423

BOND AMOUNT: 5 % of accompanying bid. (\$ 5 % of bid)

PROJECT: Sheridan Hills Elementary - 2019 Additions & Renovations

Additions & Renovations

Location: Minneapolis, MN

Project # 182181

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 8th day of January, 2020

May L. Hurland
(Witness)

David J. Rudnik
(Witness)

Construction Results Corporation

(Principal)

Mark Snyder
President

(Seal)

(Title)

Hudson Insurance Company

(Surety)

David J. Rudnik

(Seal)

(Title)

David J. Rudnik, Attorney-in-Fact

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.



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

ACKNOWLEDGEMENT OF SURETY

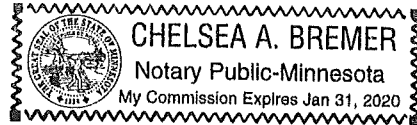
State of Minnesota

County of Hennepin

On this the 8th day of January, 2020, before me, Chelsea A. Bremer
Notary Public, personally appeared David J. Rudnik, personally known to me to be the
person whose name is subscribed to the within instrument and acknowledged to me all that he/she executed
the same in his/her authorized capacities, and that by his/her signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Chelsea A. Bremer (Seal)





BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

David J. Rudnik of the state of Florida

Chelsea A. Bremer of the state of Minnesota

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 11th day of October, 20 19 at New York, New York.



Attest.....
Dina Daskalakis, Corporate Secretary

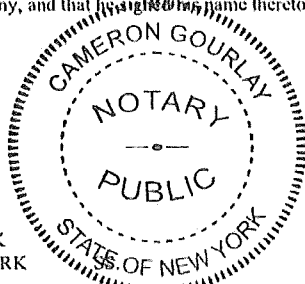
HUDSON INSURANCE COMPANY

By.....
Michael P. Cifone, Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 11th day of October, 20 19 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



.....
CAMERON GOURLAY
Notary Public, State of New York
No. 01GO6372305
Qualified in New York County
Commission Expires June 4, 2022

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.



In Witness the hand of the undersigned and the seal of said Company this 8th day of January, 20 20.

By.....
Dina Daskalakis, Corporate Secretary

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, February 3, 2020

SUBJECT: Website Vendor Agreement - Finals

(Recommended by the Superintendent)

That the Board of Education authorize Administration to enter into an agreement with Finals for the District website content management system (CMS).

Background Information

(Prepared by Craig Holje and Jennifer Valley)

As part of the District's efforts to improve marketing and communications, and to address Strategy #2 - Action Statement 2E of our current strategic plan, Richfield Public Schools conducted a Request for Quotes for a website CMS. Three vendors submitted proposals and their presentations were reviewed by a committee of 18 individuals representing multiple stakeholders across the district, including a student representative.

The recommended CMS provides the following enhancements from our current system:

- Improved ADA compliance with tools that help administrations maintain accessible content
- Improved marketing efforts through a focus on cross-promotion of content, mobile-first navigation and integrated communication tools
- More intuitive site map/navigation and robust search function
- Automated actions support new families and District staff by sending automatic welcome messages when a new family expresses interest in a school (for example)
- Integrated with Active Directory for automated updates of staff contact information (currently a manual process)

The contract terms include a 5-year agreement including \$33,499 for the design, \$13,499 for the first year (July 1, 2020 – June 30, 2021) and \$15,500 for years 2-5 (July 1, 2021 – July 1, 2024).

This Active Internet Technologies, dba Finalsite ("AIT") Order ("Order") by and between AIT and Richfield Public Schools 280 ("Client") sets forth the terms of Client's use of the products and services set forth below ("Product and Pricing Summary"). This Order, together with the Master Terms and Conditions for Web Services and other terms and conditions incorporated therein by reference (collectively "Master Terms") located at <http://www.finalsite.com/agreements> and incorporated by this reference, form the entire agreement between the parties in respect of the products and services set forth below. Notwithstanding anything to the contrary in any purchase order or other document provided by Client, any product or service provided by AIT to Client in connection with a purchase order related to this Order is conditioned upon Client's acceptance of this Order and the Master Terms. Any additional, conflicting or different terms proffered by Client in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Client or AIT, as applicable.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Products and Services Pricing Summary

Creative and Deployment Services Package	
Public School Package 3 The Statement of Work ('SOW') for this Creative Services Package can be reviewed here https://www.finalsite.com/sowp3	

CMS	
Ambassador Program	Composer - Unlimited Editors

Networking & Hosting	
Disk Space 50 GB/School	

Data Integration	
Integration: FS Open Integration	Integration: rSchool Today
LDAP/Active Directory Authentication	LDAP/Active Directory Integration

Modules	
Advanced Search	Alerts
Athletics Manager	Calendar Manager
Faculty & Staff Directory	Feeds for Districts - Premium
Finalsite Payments	Forms Manager - Unlimited Forms
Messages	Messages: Automated Workflows

Page Pops	Posts - Unlimited
Resources	

Portals & Directories	
Faculty & Staff Role / Portal - Unlimited Users	Parents Role / Portal - Unlimited Users

Training & Support	
FinalsiteU Registration	Group Webinar Training
On Demand Videos/Knowledge Base	Support Plan - Standard

The above products, to include but not limited to (modules, integration, design and consulting) will be billed upon contract signature.

Finalsite Support Plan:

Standard

- Standard Ticket Routing for all non-critical tickets
- 24/7 support for critical issues via ticketing system, email ticket, or voicemail ticket
- Phone Support available by scheduled callback request only (24 calls per year)
- Unlimited access to all Knowledgebase articles, help videos, and self-guided training materials
- CommunityVoice user community access

Special Provisions:

The following special provisions supersede the Master Terms and Agreements referenced above and within this agreement:

1. Any updates to core Composer modules or software will be available as part of this original contract with no additional upcharge to the district.
2. Scope of work is based on Package 3 with the understanding that Richfield Public Schools will supply initial design mock ups. District understands that some revisions may be necessary to meet ADA compliance, or for other technical reasons.
2. Student and Family information to be pulled in from Synergy using Open Integration
3. Workflows have been discounted 50% for the first year, and reinstated to full price for years 2-5.
4. Weglot will be contracted directly by Richfield Public Schools - Finalsite will ensure integration customization at no charge.
5. Termination by Customer. Notwithstanding anything in the Agreement to the contrary, Customer shall have the right to terminate the Agreement for convenience upon sixty (60) days written notice and payment of fifty percent (50%) of all remaining fees owed to Finalsite for the remainder of the Agreement Term.

Application Services Subscriptions Costs:

Total Cost/Year during the Initial Term of this Order, subject to adjustment for any renewal term as provided below.

Setup Notes:

\$1,500 has been added to set up cost for rSchool Integration

\$999 has been added to set up cost for Finalsite University Registration

Total Setup Cost (USD)
\$33,499

Schedule	Amount
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Period 1 - Jul 01 2020	\$ 13,250
Period 2 - Jul 01 2021	\$ 15,500
Period 3 - Jul 01 2022	\$ 15,500
Period 4 - Jul 01 2023	\$ 15,500
Period 5 - Jul 01 2024	\$ 15,500

* Please note that billing for Year 1 begins upon execution of this contract unless otherwise noted in the schedule above. Year 2 subscription payment will be due at the end of year 1 on the anniversary date.

B. Additional Terms

1. **Initial Term:** Unless otherwise specified in the Special Provisions, the initial term should be [5] years from the customer signature date or the end date as specified in the billing schedule herein [whichever the greater].
2. Unless otherwise specified in the Special Provisions above, this Order Form shall be renewed automatically for successive periods of (5) years (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Client provides AIT, or AIT provides Client, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
3. **Effective Date:** Upon execution of this Order.
4. AIT standard maintenance and support is included in the subscription fees for Application Services set forth in this Order.
5. All Upgrades and Updates to the Application Services are included in the subscription fees for Application Services set forth in this Order.
6. Fees shall be subject to increase upon notice by AIT for any renewal term, provided that any annual increase in fees shall be limited to the greater of 6% or the increase in US CPI.

C. Payment Terms

1. All fees for the initial year of this Order shall be due upon execution of this Order. Unless otherwise specified, all dollars (\$) are United States currency. All fees for subsequent years shall be due upon the annual anniversary of the effective date of this Order.
2. Client shall be invoiced for amounts due in respect of the first year of the Initial Term upon execution of this Order Form.
3. **Sales Tax:** If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

Client Richfield Public Schools 280
Signature
Name (printed)
Title (printed)
Date

Active Internet Technologies ("AIT")
Signature
Name (printed)
Title (printed)
Date

☐ As the Client Contact, by initialing in this box, I agree that I have read the Statement of Work ('SOW') and understand the expected deliverables for Finalsite as well as for my team. I understand that the project timeline is dependent on our ability to meet respective Client deadlines.

D. Client Contact Information

Please fill out the following information, which will be used by our deployment & accounting teams.

Billing Contact
Title
Address 7001 Harriet Ave
City, State Zip Richfield, MN 55423
Phone
Email

Project Contact
Title
Phone
Email

*Executive Sponsor (Head of School, Business Manager/CFO, etc.)
Title
Email

* The Executive Sponsor should be separate from the client contact and is typically the Head of School, Business Manager/CFO, etc.

NEW BUSINESS - FOR ACTION

Agenda Item VI.C.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, February 3, 2020

Subject: Donations

(Recommended by the Superintendent)

That the Board of Education accept the following donations with gratitude.

The Sunshine Fund received donations from:

Esther Krueger \$100
VMware Foundation on behalf of Steve Jackson \$500

The Sunshine Fund received donations of \$85 through GiveMN from the following people:

Tina Landeen \$25
Christopher Smith \$25
Michelle Burnside \$25
Lisa Ferrara \$10

Anonymous \$100

RHS Random Acts of Kindness received donations from:

Cathy Waldhauser \$60
Target Employee - Kristin Schaack \$12.50