Board of Education Study Session
Monday, April 13, 2020 5:30 PM

School District Office 410 South St., Seward, NE
410 South St
Seward, NE 68434

Agenda

1. Preliminary Procedures
    1. Call meeting to order & announce Open Meetings Act is Posted
    2. Public Notice as publicized per board policy
    3. Roll Call
        1. Action to excuse board members if necessary
2. Possible Discussion Items
    1. Bids for Remodel of Bathroom/FCS/Fire Alarm System
    2. Budget for projects
    3. Summer Projects
3. Adjournment

Please publish the following legal notice in the April 8, 2020 edition of the *Seward County Independent.* Thank you.

NOTICE OF SCHOOL BOARD MEETING

The board of education of the School District of Seward will meet in regular session on Monday, April 13, 2020 at 5:30 p.m. for a board study session to be followed by the 7:00 p.m. regular business meeting. The meeting will be a zoom webinar. The link will be available on our website at www.sewardpublicschools.org. An agenda for the meeting which shall be kept continually current is readily available for public inspection at the Superintendent's Office during normal business hours.

To view the agenda go to http://SewardPublicSchools.org/ and find the eMeeting link.

SECTION 00 42 00 - BID FORM

BID PROPOSAL FOR CONTRACT FOR
SEWARD HIGH SCHOOL
FIRE ALARM REPLACEMENT
SEWARD, NEBRASKA

Date: 04/07/2020

Submitted To: Clark Enersen Partners

Submitted By: Hy-Electric

Addenda Received: 1-3

The undersigned, having examined the plans, project manuals and related documents, and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of labor, hereby proposes to furnish all labor, materials and supplies to do the work in accordance with the Contract Documents and terms and condition described below:

Recognizing that time will be of the essence, the undersigned proposes, upon execution of the Agreement Between Owner and Contractor or upon receipt of notice to proceed from the Owner (whichever comes first), to immediately start the Work of the Contract. The Agreement Between Owner and Contractor will be executed as soon as possible after the opening and award of bids following the **April 13, 2020** school board meeting. Work on site can commence on site following the last day of school on **May 20, 2020**. The undersigned proposes to bring the work to a state of Substantial Completion on or before **August 1, 2020** (General Contractor shall identify proposed Substantial Completion for the project).

Markup percentage for all changes in the work shall not exceed 10%. This shall include all overhead and profit associated with each change. See Section 01 26 00, "Contract Modification Procedures", for administrative and procedural requirements for handling and processing contract modification. See Section 01 21 00, "Allowances" for exceptions to this requirement.

Execution of Agreement: The undersigned will, within fourteen (14) days of receipt of notice of acceptance of this proposal, enter into agreement with the Owner on the Owner's agreement form and will deliver the required Performance Bond and Labor and Materials Payment Bond.

TOTAL PRICE: The undersigned proposes to perform the Work shown/described in the bidding documents for the sum of:

Two hundred five thousand seven hundred forty eight dollars Dollars ($205,748.00).

ALTERNATES:

Alternate No. E-1 – Alternate Fire Alarm Manufacturer in lieu of Notifier by Honeywell. List Alternate Manufacturer & Exceptions to Specification Taken. See Section 01 23 00 Alternates.

(Alternate E-1 Manufacturer): Siemens

(Alternate E-1): Two hundred eight thousand eight hundred fifty two dollars, $208,852.00)

Alternate No. E-2 – Free air cabling in lieu of in raceways. See section 01 23 00 for additional information.

(Deduct Alternate E-2): Sixteen thousand six hundred five dollars, $-16,605.00)

Alternate No. E-3 – Extend substantial completion date to August 1, 2021. List manufacturer (Base Bid or Alternate Manufacturer). See section 01 23 00 for additional information.

(Alternate E-3 Manufacturer): Notifier

(Alternate E-3): Thirty four thousand five hundred sixty dollars, $34,560.00)

UNIT PRICES:

Unit Price No. 1 – Provide and install duct smoke detector in mechanical unit. See section 01 22 00 for additional information.

(Unit Price No. 1): (Notifier) Five hundred fourty five dollars, $545.00/EA)

Unit Price No. 2 – Provide and install duct smoke detector at a smoke damper or smoke/fire damper location. See section 01 22 00 for additional information.

(Unit Price No. 2): (Notifier) Five hundred two dollars, $502.00/EA)

TCEP No.: 757-006-19

Respectfully Submitted,

Digitally signed by Jeffrey Hull
DN: cn=Jeffrey Hull, o=Hy-Electric, ou, email=jjh@hy-electric.com, c=US
Date: 2020.04.07 12:09:57 -05'00'

(Signature)

Hy-Electric

(Company)

4590 N 48th Street Lincoln, NE 68504

(Business Address)

402-466-6606

(Telephone Number)

(Seal, if by a Corporation)

END OF SECTION 00 42 00

Tim Ripp

From: Jeff Hull <jjhull@hy-electric.com>
Sent: Tuesday, April 7, 2020 1:33 PM
To: Tim Ripp
Cc: Jordan Preister; Melinda Lattig
Subject: Seward FA Replacement_HyElectric
Attachments: Seward bid.pdf

Importance: High

Tim,

Please see the attached bid document for the Seward Fire Alarm Replacement project.

The bond amount for the base bid will be an additional $6,172.44

The bond amount for Alternate E1 will be an additional $6,265.56

Please let me know if you have any questions, we look forward to the opportunity to work with Clark Enersen Partners on this project.

Respectfully,

Jeff J Hull
Estimating
HY-ELECTRIC INC.
4590 N. 48TH ST.
LINCOLN, NE 68504
jjhull@hy-electric.com
Office: 402-466-6606
Fax: 402-464-1575
Cell: 402-430-3899

SECTION 00 42 00 - BID FORM

BID PROPOSAL FOR CONTRACT FOR
SEWARD HIGH SCHOOL
FIRE ALARM REPLACEMENT
SEWARD, NEBRASKA

Date: 4/7/2020

Submitted To: Seward Public Schools- attn: Dr. Josh Fields TCEP- Tim Ripp

Submitted By: Perry Reid Construction - Beau Jepson

Addenda Received: 1, 2

The undersigned, having examined the plans, project manuals and related documents, and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of labor, hereby proposes to furnish all labor, materials and supplies to do the work in accordance with the Contract Documents and terms and condition described below:

Recognizing that time will be of the essence, the undersigned proposes, upon execution of the Agreement Between Owner and Contractor or upon receipt of notice to proceed from the Owner (whichever comes first), to immediately start the Work of the Contract. The Agreement Between Owner and Contractor will be executed as soon as possible after the opening and award of bids following the **April 13, 2020** school board meeting. Work on site can commence on site following the last day of school on **May 20, 2020**. The undersigned proposes to bring the work to a state of Substantial Completion on or before **August 1, 2020** (General Contractor shall identify proposed Substantial Completion for the project).

Markup percentage for all changes in the work shall not exceed 10%. This shall include all overhead and profit associated with each change. See Section 01 26 00, "Contract Modification Procedures", for administrative and procedural requirements for handling and processing contract modification. See Section 01 21 00, "Allowances" for exceptions to this requirement.

Execution of Agreement: The undersigned will, within fourteen (14) days of receipt of notice of acceptance of this proposal, enter into agreement with the Owner on the Owner's agreement form and will deliver the required Performance Bond and Labor and Materials Payment Bond.

TOTAL PRICE: The undersigned proposes to perform the Work shown/described in the bidding documents for the sum of:
One Hundred Forty Seven Thousand One Hundred Seventy Five Dollars
Dollars ($ 147,175).

ALTERNATES:

Alternate No. E-1 – Alternate Fire Alarm Manufacturer in lieu of Notifier by Honeywell. List Alternate Manufacturer & Exceptions to Specification Taken. See Section 01 23 00 Alternates.

(Alternate E-1 Manufacturer): Siemens

(Alternate E-1): Two Thousand Six Hundred Dollars, $ 2,600)

Alternate No. E-2 – Free air cabling in lieu of in raceways. See section 01 23 00 for additional information.

(Deduct Alternate E-2): Eleven Thousand Four Hundred, $ -11,400)

Alternate No. E-3 – Extend substantial completion date to August 1, 2021. List manufacturer (Base Bid or Alternate Manufacturer). See section 01 23 00 for additional information.

(Alternate E-3 Manufacturer): _____

(Alternate E-3): _____, $ 5,000)

UNIT PRICES:

Unit Price No. 1 – Provide and install duct smoke detector in mechanical unit. See section 01 22 00 for additional information.

(Unit Price No. 1): _____, $ 600 /EA)

Unit Price No. 2 – Provide and install duct smoke detector at a smoke damper or smoke/fire damper location. See section 01 22 00 for additional information.

(Unit Price No. 2): _____, $ 600 /EA)

TCEP No.: 757-006-19

Respectfully Submitted,

Sean Jepson

(Signature)

Perry Reid Construction

(Company)

9200 Andermatt Drive, Lincoln NE 68526

(Business Address)

(Seal, if by a Corporation)

(402) 488-1666 x 141

(Telephone Number)

END OF SECTION 00 42 00

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Perry Reid Construction, LLC
9200 Andermatt Dr
Lincoln, NE 68526

SURETY:
(Name, legal status and principal place of business)

Hudson Insurance Company
100 William Street, 5th Floor
New York, NY 10038

OWNER:
(Name, legal status and address)
Seward Public Schools
532 Northern Height Drive
Seward, NE 68434

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

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

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

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

Seward High School - Fire Alarm Replacement

Project Number, if any:

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

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

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

Signed and sealed this 7th day of April, 2020

(Witness)

(Witness)

Perry Reid Construction, LLC
(Principal) (Seal)
(Title) BEN VOLINSKY, PRESIDENT

Hudson Insurance Company
(Surety) (Seal)
(Title) Thomas L. King, Attorney-in-Fact

Init.

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HUDSON
INSURANCE GROUP

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

Robert T. Cirone, James M. King, Jacob J. Buss, Suzanne P. Westerholt, Thomas L. King
of the State of Nebraska

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 Executive Vice President thereunto duly authorized, on this 24th day of May, 20 16 at New York, New York.

(Corporate seal)

Hudson Insurance Company CORPORATE SEAL 1918 DELAWARE

Attest: Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY

By: .....
Christopher T. Suarez, Executive Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 24th day of May, 20 16 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive 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)

ANN M. MURPHY NOTARY PUBLIC, STATE OF NEW YORK QUALIFIED IN NASSAU COUNTY #01MU6067553 MY COMMISSION EXPIRES December 10, 2017

.....
ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2017

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

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 RESOVLED, 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 whereof, I have hereunto set my hand of the undersigned and the seal of said Company this 7th day of April, 20 20.

Hudson Insurance Company CORPORATE SEAL 1918 DELAWARE

By: .....
Dina Daskalakis, Corporate Secretary

Form Bid 8 2010 (v1)

Tim Ripp

From: Beau Jepson <bjepson@buildprc.com>
Sent: Tuesday, April 7, 2020 2:01 PM
To: Tim Ripp; josh.fields@sewardschools.org
Cc: Ben Velinsky; Chris Pro
Subject: Bid for Seward High School - Fire Alarm Replacement
Attachments: Bid Bond.pdf; Form.pdf

Please See attached Fire Alarm Replacement bid.

Thanks,

Beau Jepson
Project Manager

Office: 402-488-1666 x 141
Cell: 402-860-5769
9200 Andermatt DR
Lincoln, NE 68526
www.buildprc.com
www.perryreid.com

NOTICE: This email, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

SECTION 00 42 00 - BID FORM (REVISED ADDENDA 2)

BID PROPOSAL FOR CONTRACT FOR
Seward High School - FCS / Restroom Renovation
SEWARD, NEBRASKA

Date: April 7, 2020

Submitted To: Seward Public Schools

Submitted By: B-D Construction, Inc.

Addenda Received: One, Two, Three

The undersigned, having examined the plans, project manuals and related documents, and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of labor, hereby proposes to furnish all labor, materials and supplies to do the work in accordance with the Contract Documents and terms and condition described below:

Recognizing that time will be of the essence, the undersigned proposes, upon execution of the Agreement Between Owner and Contractor or upon receipt of notice to proceed from the Owner (whichever comes first), to immediately start the Work of the Contract. The Agreement Between Owner and Contractor will be executed as soon as possible after the opening and award of bids following the **April 13, 2020** school board meeting. Work on site can commence in the restroom areas following the last day of school on **May 20, 2020.** The Owner is completing casework demolition and abating the floor tile in the FCS area under a separate contract between May 20, 2020 and approximately June 1, 2020. The undersigned proposes to bring the work to a state of Substantial Completion on or before **August 1, 2020** (General Contractor shall identify proposed Substantial Completion for the project).

Markup percentage for all changes in the work shall not exceed 10%. This shall include all overhead and profit associated with each change. See Section 01 26 00, "Contract Modification Procedures", for administrative and procedural requirements for handling and processing contract modification. See Section 01 21 00, "Allowances" for exceptions to this requirement.

Execution of Agreement: The undersigned will, within fourteen (14) days of receipt of notice of acceptance of this proposal, enter into agreement with the Owner on the Owner's agreement form and will deliver the required Performance Bond and Labor and Materials Payment Bond.

TOTAL PRICE: The undersigned proposes to perform the Work shown/described in the bidding documents for the sum of:

Six Hundred and Ninety Thousand Dollars and No Cents.

_____ Dollars ($_ $690,000.00 _____).

ALTERNATES:

Alternate No. 1 – All costs associated with the FCS renovation.

(Alternate No. 1): _____, $ TBD

Alternate No. 2 – All costs associated with the Restroom Group 1 and 2 renovations.

(Alternate No. 2): _____, $ TBD

Alternate No. 3 – NOT USED

UNIT PRICES:

Unit Price No. 1 – Ball Valves in Existing Water Piping.

(3/4" Valve): _____, $ 160.00 /EA)

(1" Valve): _____, $ 170.00 /EA)

(1 1/4" Valve): _____, $ 195.00 /EA)

(1 1/2" Valve): _____, $ 225.00 /EA)

(2" Valve): _____, $ 300.00 /EA)

(2 1/2" Valve): _____, $ 450.00 /EA)

(3" Valve): _____, $ 600.00 /EA)

* Fire Alarm work is not included in this pricing.
* Fire Sprinkler work is relocated as necessary in the rooms being renovated only.

TCEP No.: 757-006-19

Respectfully Submitted,

(Signature) Chris Langan, Vice President

B-D Construction, Inc.
(Company)

2154 E 32nd Avenue; Columbus, NE 68601
(Business Address)

(Seal, if by a Corporation)

402-564-1225 (Cell: 402-910-5081)
(Telephone Number)

END OF SECTION 00 42 00

BID BOND

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, **B-D Construction, Inc., 2154 East 32nd Avenue, Columbus, NE 68601**

as Principal, hereinafter called the Principal,

and the **North American Specialty Insurance Company**,

of **1200 Main Street, Suite 800, Kansas City, MO 64105**, a corporation duly organized under

the laws of the State of **New Hampshire**, as Surety, hereinafter called the Surety, are held and firmly bound unto

Seward Public Schools as Obligee, hereinafter called the Obligee,

in the sum of **FIVE PERCENT OF AMOUNT 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 **Seward High School - FCS/Restroom Renovation**

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 **7th** day of **April**, **2020**.

Witness

B-D Construction, Inc. (Seal)
Principal

Chris Langan, Vice President
Title

Witness

North American Specialty Insurance Company

By
Maura P. Kelly, Attorney-in-Fact

S-0054/GEEF 12/00

FRP

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

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, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

DAVID A. DOMINIANI, JOAN LEU, MAURA P. KELLY, SHARON K. MURRAY, JACQUELINE L. DREY and DUSTIN COOPER

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:

ONE HUNDRED TWENTY FIVE MILLION ($125,000,000.00) 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 North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, 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."

NORTH AMERICAN SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1973 NEW HAMPSHIRE

WASHINGTON INTERNATIONAL INSURANCE COMPANY CORPORATE SEAL NEW HAMPSHIRE

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

By _____
Mike A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

WESTPORT INSURANCE CORPORATION CORPORATE SEAL MISSOURI

IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this this 17th day of April, 2018.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 17th day of April, 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 Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, 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.

OFFICIAL SEAL
M. KENNY
Notary Public - State of Illinois
My Commission Expires
12/04/2021

M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation 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, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 7th day of April, 2020

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

Tim Ripp

From: chrisl@bdconstructioninc.com
Sent: Tuesday, April 7, 2020 1:44 PM
To: Tim Ripp
Cc: josh.fields@sewardschools.org
Subject: High School Renovations
Attachments: Seward Bid Bond.pdf; Seward - Bid Form.pdf

Tim,

Attached is our bid bond and quotation for the renovation projects this summer. We would probably not be interested in one or the other by themselves, but could break it down for accounting purposes upon request.

Let me know if you have questions.

Thanks,

Chris Langan
VP | B-D Construction, Inc.
P: 402.564.1225 | C: 402.910.5081 | chrisl@bdconstructioninc.com
2154 E.32nd Ave. | Columbus, NE 68601
www.bdconstructioninc.com

TCEP No.: 757-006-19

SECTION 00 42 00 - BID FORM (REVISED ADDENDA 2)

BID PROPOSAL FOR CONTRACT FOR
Seward High School - FCS / Restroom Renovation
SEWARD, NEBRASKA

Date: April 7, 2020

Submitted To: Seward Public Schools - Dr. Josh Fields

Submitted By: Cheever Construction Company

Addenda Received: 1, 2, 3

The undersigned, having examined the plans, project manuals and related documents, and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of labor, hereby proposes to furnish all labor, materials and supplies to do the work in accordance with the Contract Documents and terms and condition described below:

Recognizing that time will be of the essence, the undersigned proposes, upon execution of the Agreement Between Owner and Contractor or upon receipt of notice to proceed from the Owner (whichever comes first), to immediately start the Work of the Contract. The Agreement Between Owner and Contractor will be executed as soon as possible after the opening and award of bids following the **April 13, 2020** school board meeting. Work on site can commence in the restroom areas following the last day of school on **May 20, 2020.** The Owner is completing casework demolition and abating the floor tile in the FCS area under a separate contract between May 20, 2020 and approximately June 1, 2020. The undersigned proposes to bring the work to a state of Substantial Completion on or before **August 1, 2020** (General Contractor shall identify proposed Substantial Completion for the project).

Markup percentage for all changes in the work shall not exceed 10%. This shall include all overhead and profit associated with each change. See Section 01 26 00, "Contract Modification Procedures", for administrative and procedural requirements for handling and processing contract modification. See Section 01 21 00, "Allowances" for exceptions to this requirement.

Execution of Agreement: The undersigned will, within fourteen (14) days of receipt of notice of acceptance of this proposal, enter into agreement with the Owner on the Owner's agreement form and will deliver the required Performance Bond and Labor and Materials Payment Bond.

TCEP No.: 757-006-19

TOTAL PRICE: The undersigned proposes to perform the Work shown/described in the bidding documents for the sum of:

Four Hundred Thirty Thousand Dollars ($ 430,000).

ALTERNATES:

Alternate No. 1 – All costs associated with the FCS renovation.

(Alternate No. 1): One Hundred Seventy Six Thousand –, $ 176,000

Alternate No. 2 – All costs associated with the Restroom Group 1 and 2 renovations.

(Alternate No. 2): Two Hundred Ninety Four Thousand –, $ 294,000

Alternate No. 3 – NOT USED

UNIT PRICES:

Unit Price No. 1 – Ball Valves in Existing Water Piping.

(3/4" Valve): One Hundred Twenty, $ 120 /EA)

(1" Valve): One Hundred Thirty, $ 130 /EA)

(1 1/4" Valve): One Hundred Sixty, $ 160 /EA)

(1 1/2" Valve): One Hundred Ninety, $ 190 /EA)

(2" Valve): Three Hundred Forty, $ 340 /EA)

(2 1/2" Valve): Five Hundred Ninety, $ 590 /EA)

(3" Valve): Seven Hundred Forty, $ 740 /EA)

*If required, ADD $3,600 to shot blast FCS floor due to chemical abatement.

TCEP No.: 757-006-19

Respectfully Submitted,

(Signature) Justin Kurtzer, President

Cheever Construction Company
(Company)

3425 North 44th Street, Lincoln, NE 68504
(Business Address)

(Seal, if by a Corporation)

(402) 477-6745
(Telephone Number)

END OF SECTION 00 42 00

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Cheever Construction Company
3425 North 44th Street
Lincoln, NE 68504

SURETY:
(Name, legal status and principal place of business)

Universal Surety Company
P.O. Box 80468
Lincoln, NE 68501

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)
Seward Public Schools
410 South Street
Seward, NE 68434

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

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

Seward High School FCS - Restroom Renovation

Project Number, if any:
TCEP No. 757-006-19

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 **7th** day of **April, 2020**

Angie Puma
(Witness)

Cheever Construction Company
(Principal) *(Seal)*

(Title) , Justin Kurtzer, President

Linda Guenter
(Witness)

Universal Surety Company
(Surety) *(Seal)*

(Title) **Thomas L. King, Attorney-in-Fact**

Init.

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UNIVERSAL SURETY COMPANY

Lincoln, Nebraska

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the **UNIVERSAL SURETY COMPANY**, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to wit:

"Article V-Section 6. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time."

does hereby make, constitute and appoint

Robert T. Cirone or James M. King or Tamala J. Hurlbut
or Jacob J. Buss or Thomas L. King, Lincoln, Nebraska

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:
Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, 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 Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the **UNIVERSAL SURETY COMPANY**, held on July 23, 1981:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, **UNIVERSAL SURETY COMPANY** has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 16th day of February, 20 18.

UNIVERSAL SURETY COMPANY

Carol J. Clark — Secretary/Treasurer

By — President

UNIVERSAL SURETY COMPANY CORPORATE SEAL LINCOLN, NEBRASKA

State of Nebraska
County of Lancaster } ss.

On this 16th day of February, 20 18, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the **UNIVERSAL SURETY COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

Tara Martin — Notary Public

GENERAL NOTARY - State of Nebraska
TARA MARTIN
My Comm. Exp. February 16, 2022

My Commission Expires February 16, 2022.

I, Philip C. Abel, Director of **UNIVERSAL SURETY COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said **UNIVERSAL SURETY COMPANY**, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this 7th day of April, 20 20.

Director

UNIVERSAL SURETY COMPANY CORPORATE SEAL LINCOLN, NEBRASKA

SECTION 00 42 00 - BID FORM (REVISED ADDENDA 2)

BID PROPOSAL FOR CONTRACT FOR
Seward High School - FCS / Restroom Renovation
SEWARD, NEBRASKA

Date: 4/7/2020

Submitted To: Seward Public Schools

Submitted By: Hampton Commercial Construction, Inc.

Addenda Received: 1,2,3

The undersigned, having examined the plans, project manuals and related documents, and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of labor, hereby proposes to furnish all labor, materials and supplies to do the work in accordance with the Contract Documents and terms and condition described below:

Recognizing that time will be of the essence, the undersigned proposes, upon execution of the Agreement Between Owner and Contractor or upon receipt of notice to proceed from the Owner (whichever comes first), to immediately start the Work of the Contract. The Agreement Between Owner and Contractor will be executed as soon as possible after the opening and award of bids following the **April 13, 2020** school board meeting. Work on site can commence in the restroom areas following the last day of school on **May 20, 2020.** The Owner is completing casework demolition and abating the floor tile in the FCS area under a separate contract between May 20, 2020 and approximately June 1, 2020. The undersigned proposes to bring the work to a state of Substantial Completion on or before **August 1, 2020** (General Contractor shall identify proposed Substantial Completion for the project).

Markup percentage for all changes in the work shall not exceed 10%. This shall include all overhead and profit associated with each change. See Section 01 26 00, "Contract Modification Procedures", for administrative and procedural requirements for handling and processing contract modification. See Section 01 21 00, "Allowances" for exceptions to this requirement.

Execution of Agreement: The undersigned will, within fourteen (14) days of receipt of notice of acceptance of this proposal, enter into agreement with the Owner on the Owner's agreement form and will deliver the required Performance Bond and Labor and Materials Payment Bond.

TCEP No.: 757-006-19

TOTAL PRICE: The undersigned proposes to perform the Work shown/described in the bidding documents for the sum of:

five hundred three thousand four hundred twenty-seven Dollars ($ 503,427).

ALTERNATES:

Alternate No. 1 – All costs associated with the FCS renovation.

(Alternate No. 1): two hundred twenty-three thousand nine hundred thirty-two, $ 223,932

Alternate No. 2 – All costs associated with the Restroom Group 1 and 2 renovations.

(Alternate No. 2): three hundred fifteen thousand four hundred ninety-four, $ 315,494

Alternate No. 3 – NOT USED

UNIT PRICES:

Unit Price No. 1 – Ball Valves in Existing Water Piping.

(3/4" Valve): one hundred twenty, $ 120 /EA)

(1" Valve): one hundred twenty-four, $ 124 /EA)

(1 1/4" Valve): one hundred forty-one, $ 141 /EA)

(1 1/2" Valve): one hundred forty-three, $ 143 /EA)

(2" Valve): two hundred, $ 200 /EA)

(2 1/2" Valve): three hundred eighty, $ 380 /EA)

(3" Valve): four hundred seventy-nine, $ 479 /EA)

TCEP No.: 757-006-19

Respectfully Submitted,

(Signature) Scott Lockard - President of Construction

Hampton Commercial Construction, Inc.
(Company)

3400 Plantation Dr., Ste. 110, Lincoln, NE 68516
(Business Address)

(402) 489-8858
(Telephone Number)

HAMPTON COMMERCIAL CONSTRUCTION, INC.
CORPORATE
SEAL
LINCOLN, NEBRASKA

(Seal, if by a Corporation)

END OF SECTION 00 42 00

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Hampton Commercial Construction, Inc.
3400 Plantation Drive, Suite 110
Lincoln, NE 68516

SURETY:
(Name, legal status and principal place of business)

Universal Surety Company
P.O. Box 80468
Lincoln, NE 68501

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)
Seward Public Schools
410 South Street
Seward, NE 68434

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

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

Seward High School FCS - Restroom Renovation

Project Number, if any:
TCEP No. 757-006-19

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 **7th** day of **April, 2020**

HAMPTON COMMERCIAL CONSTRUCTION, INC. CORPORATE SEAL LINCOLN, NEBRASKA

Stephanie Sellin
(Witness)

Hampton Commercial Construction, Inc.
(Principal) *(Seal)*

(Title) ,

Tammy Hurlbut
(Witness)

Universal Surety Company
(Surety) *(Seal)*

(Title) **Thomas L. King, Attorney-in-Fact**

Init.

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UNIVERSAL SURETY COMPANY

Lincoln, Nebraska

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the **UNIVERSAL SURETY COMPANY**, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to wit:

"Article V-Section 6. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time."

does hereby make, constitute and appoint

Robert T. Cirone or James M. King or Tamala J. Hurlbut
or Jacob J. Buss or Thomas L. King, Lincoln, Nebraska

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:
Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, 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 Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the **UNIVERSAL SURETY COMPANY**, held on July 23, 1981:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, **UNIVERSAL SURETY COMPANY** has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 16th day of February, 20 18.

UNIVERSAL SURETY COMPANY

Carol J. Clark — Secretary/Treasurer

By — President

UNIVERSAL SURETY COMPANY CORPORATE SEAL LINCOLN, NEBRASKA

State of Nebraska
County of } ss. Lancaster

On this 16th day of February, 20 18, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the **UNIVERSAL SURETY COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

Tara Martin — Notary Public

GENERAL NOTARY - State of Nebraska
TARA MARTIN
My Comm. Exp. February 16, 2022

My Commission Expires February 16, 2022.

I, Philip C. Abel, Director of **UNIVERSAL SURETY COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said **UNIVERSAL SURETY COMPANY**, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this 7th day of April, 20 20.

Director

UNIVERSAL SURETY COMPANY CORPORATE SEAL LINCOLN, NEBRASKA

SECTION 00 42 00 - BID FORM (REVISED ADDENDA 2)

BID PROPOSAL FOR CONTRACT FOR
Seward High School - FCS / Restroom Renovation
SEWARD, NEBRASKA

Date: 4/7/2020

Submitted To: Seward Public Schools- attn: Dr. Josh Fields TCEP- Tim Ripp

Submitted By: Perry Reid Construction- Beau Jepson

Addenda Received: 1, 2 and 3

The undersigned, having examined the plans, project manuals and related documents, and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of labor, hereby proposes to furnish all labor, materials and supplies to do the work in accordance with the Contract Documents and terms and condition described below:

Recognizing that time will be of the essence, the undersigned proposes, upon execution of the Agreement Between Owner and Contractor or upon receipt of notice to proceed from the Owner (whichever comes first), to immediately start the Work of the Contract. The Agreement Between Owner and Contractor will be executed as soon as possible after the opening and award of bids following the **April 13, 2020** school board meeting. Work on site can commence in the restroom areas following the last day of school on **May 20, 2020.** The Owner is completing casework demolition and abating the floor tile in the FCS area under a separate contract between May 20, 2020 and approximately June 1, 2020. The undersigned proposes to bring the work to a state of Substantial Completion on or before **August 1, 2020** (General Contractor shall identify proposed Substantial Completion for the project).

Markup percentage for all changes in the work shall not exceed 10%. This shall include all overhead and profit associated with each change. See Section 01 26 00, "Contract Modification Procedures", for administrative and procedural requirements for handling and processing contract modification. See Section 01 21 00, "Allowances" for exceptions to this requirement.

Execution of Agreement: The undersigned will, within fourteen (14) days of receipt of notice of acceptance of this proposal, enter into agreement with the Owner on the Owner's agreement form and will deliver the required Performance Bond and Labor and Materials Payment Bond.

TOTAL PRICE: The undersigned proposes to perform the Work shown/described in the bidding documents for the sum of:

Four Hundred Fifty-Nine Thousand Nine Hundred Dollars
_____ Dollars ($ 459,900.00).

ALTERNATES:

Alternate No. 1 – All costs associated with the FCS renovation.

(Alternate No. 1): One Hundred Seventy-Eight Thousand Six Hundred Dollars, $ $178,600

Alternate No. 2 – All costs associated with the Restroom Group 1 and 2 renovations.

(Alternate No. 2): Two Hundred Ninety-Four Thousand Three Hundred Dollars, $ $294,300

Alternate No. 3 – NOT USED

UNIT PRICES:

Unit Price No. 1 – Ball Valves in Existing Water Piping.

(3/4" Valve): _____, $ 90 /EA)

(1" Valve): _____, $ 95 /EA)

(1 1/4" Valve): _____, $ 110 /EA)

(1 1/2" Valve): _____, $ 125 /EA)

(2" Valve): _____, $ 200 /EA)

(2 1/2" Valve): _____, $ 325 /EA)

(3" Valve): _____, $ 400 /EA)

TCEP No.: 757-006-19

Respectfully Submitted,

Dean Jepson

(Signature)

Perry Reid Construction

(Company)

9200 Andermatt Drive, Lincoln NE 68526

(Business Address)

(Seal, if by a Corporation)

(402) 488-1666 x 141

(Telephone Number)

END OF SECTION 00 42 00

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Perry Reid Construction, LLC
9200 Andermatt Dr
Lincoln, NE 68526

SURETY:
(Name, legal status and principal place of business)
Hudson Insurance Company
100 William Street, 5th Floor
New York, NY 10038

OWNER:
(Name, legal status and address)
Seward Public Schools
532 Northern Height Drive
Seward, NE 68434

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

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

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

PROJECT:
(Name, location or address, and Project number, if any)
Seward High School FCS - Restroom Renovation

Project Number, if any:

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

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

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

Signed and sealed this 7th day of April, 2020

(Witness)

(Witness)

Perry Reid Construction, LLC
(Principal) (Seal)
(Title) , BEN VAINSEY, PRESIDENT

Hudson Insurance Company
(Surety) (Seal)
(Title) Thomas L. King, Attorney-in-Fact

Init.
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HUDSON
INSURANCE GROUP

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

Robert T. Cirone, James M. King, Jacob J. Buss, Suzanne P. Westerholt, Thomas L. King
of the State of Nebraska

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 Executive Vice President thereunto duly authorized, on this 24th day of May, 20 16 at New York, New York.

(Corporate seal)

Hudson Insurance Company CORPORATE SEAL 1918 DELAWARE

HUDSON INSURANCE COMPANY

By.....
Christopher T. Suarez, Executive Vice President

By.....
Dina Daskalakis, Corporate Secretary

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 24th day of May, 20 16 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive 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)

ANN M. MURPHY NOTARY PUBLIC, STATE OF NEW YORK QUALIFIED IN NASSAU COUNTY #01MU6067553 MY COMMISSION EXPIRES December 10, 2017

.....
ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2017

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

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 RESOVLED, 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.

Hudson Insurance Company CORPORATE SEAL 1918 DELAWARE

(Corporate Seal)

In Witness the hand of the undersigned and the seal of said Company this 7th day of April, 20 20.

By.....
Dina Daskalakis, Corporate Secretary

Form Bid 8 2010 (v1)

Tim Ripp

From: Beau Jepson <bjepson@buildprc.com>
Sent: Tuesday, April 7, 2020 1:56 PM
To: Tim Ripp; josh.fields@sewardschools.org
Cc: Ben Velinsky; Chris Pro
Subject: Bid for Seward High School- FCS Classroom and Restroom Renovations
Attachments: Bid Bond.pdf; Bid Form.pdf

Please see attached bid for Seward High School FCS Classroom and Restroom Renovations.

Thank you,

Beau Jepson
Project Manager

Office: 402-488-1666 x 141
Cell: 402-860-5769
9200 Andermatt DR
Lincoln, NE 68526
www.buildprc.com
www.perryreid.com

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SECTION 00 42 00 - BID FORM (REVISED ADDENDA 2)

BID PROPOSAL FOR CONTRACT FOR
Seward High School - FCS / Restroom Renovation
SEWARD, NEBRASKA

Date: April 7, 2020

Submitted To: Seward High School

Submitted By: RaDec Construction Co., Inc.

Addenda Received: 1, 2, 3

The undersigned, having examined the plans, project manuals and related documents, and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of labor, hereby proposes to furnish all labor, materials and supplies to do the work in accordance with the Contract Documents and terms and condition described below:

Recognizing that time will be of the essence, the undersigned proposes, upon execution of the Agreement Between Owner and Contractor or upon receipt of notice to proceed from the Owner (whichever comes first), to immediately start the Work of the Contract. The Agreement Between Owner and Contractor will be executed as soon as possible after the opening and award of bids following the **April 13, 2020** school board meeting. Work on site can commence in the restroom areas following the last day of school on **May 20, 2020.** The Owner is completing casework demolition and abating the floor tile in the FCS area under a separate contract between May 20, 2020 and approximately June 1, 2020. The undersigned proposes to bring the work to a state of Substantial Completion on or before **August 1, 2020** (General Contractor shall identify proposed Substantial Completion for the project).

Markup percentage for all changes in the work shall not exceed 10%. This shall include all overhead and profit associated with each change. See Section 01 26 00, "Contract Modification Procedures", for administrative and procedural requirements for handling and processing contract modification. See Section 01 21 00, "Allowances" for exceptions to this requirement.

Execution of Agreement: The undersigned will, within fourteen (14) days of receipt of notice of acceptance of this proposal, enter into agreement with the Owner on the Owner's agreement form and will deliver the required Performance Bond and Labor and Materials Payment Bond.

TCEP No.: 757-006-19

TOTAL PRICE: The undersigned proposes to perform the Work shown/described in the bidding documents for the sum of:

four hundred seventy-three thousand seven hundred fifty and No/100 Dollars ($ 473,750.00). ***

ALTERNATES:

Alternate No. 1 – All costs associated with the FCS renovation.

(Alternate No. 1): two hundred six thousand three hundred, $ 206,300.00

Alternate No. 2 – All costs associated with the Restroom Group 1 and 2 renovations.

(Alternate No. 2): three hundred twenty-three thousand seven hundred and No/100, $ 323,700.00

Alternate No. 3 – NOT USED

UNIT PRICES:

Unit Price No. 1 – Ball Valves in Existing Water Piping.

(3/4" Valve): seventy-two and No/100, $ 72.00 /EA)

(1" Valve): seventy-seven and No/100, $ 77.00 /EA)

(1 1/4" Valve): ninety-four and No/100, $ 94.00 /EA)

(1 1/2" Valve): one hundred ten and No/100, $ 110.00 /EA)

(2" Valve): one hundred ninety-three and No/100, $ 193.00 /EA)

(2 1/2" Valve): three hundred thirty and No/100, $ 330.00 /EA)

(3" Valve): four hundred fourteen and No/100, $ 414.00 /EA)

*** If the project requires materials that will be affected by future US tarriffs, strikes, closures, or COVID-19 related delays, we excluded that cost from this proposal.

TCEP No.: 757-006-19

Respectfully Submitted,

(Signature) Douglas E. Moser, General Manager

RaDec Construction Co., Inc.
(Company)

Box 667 - Hartington, NE 68739
(Business Address)

(Seal, if by a Corporation)

(402) 254 - 3345 Fax (402) 254 - 2245
(Telephone Number)

END OF SECTION 00 42 00

AIA® Document A310™ – 2010

RECEIVED
MAR 27 2020
By

Bid Bond

CONTRACTOR:
(Name, legal status and address)
RaDec Construction Company, Inc.
P.O. Box 667
Hartington, NE 68739

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

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)
Seward Public Schools
410 South Street
Seward, NE 68434

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

PROJECT:
(Name, location or address, and Project number, if any)
Seward High School FCS / Restroom Renovation

Project Number, if any:

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

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

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

Signed and sealed this **7th** day of **April, 2020**

Wendy J Eckwall
(Witness)

Tammy Hurlbert
(Witness)

RaDec Construction Company, Inc.
(Principal) *(Seal)*
(Title) Trent Becker President

Travelers Casualty and Surety Company of America
(Surety) *(Seal)*
(Title) **Thomas L King, Attorney-in-Fact**

Init.
/

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TRAVELERS	Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **THOMAS L KING** of **LINCOLN** **Nebraska**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

Marie C Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **7th** day of **April**, **2020**

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

Tim Ripp

From: Wendy Eickhoff (RaDec Construction Co., Inc.) <radec@hartel.net>
Sent: Tuesday, April 7, 2020 2:05 PM
To: Tim Ripp; josh.fields@sewardschools.org
Cc: Trent Becker; 'Doug Moser - Radec Construction Co., Inc.'
Subject: Seward High School - FCS - Restroom Renovation - Seward NE Bid attached
Attachments: Seward Bid & Bond.pdf

Gentlemen:

Please find attached Bid for Seward High School FCS – Restroom Renovation
Also enclosed is Bid Bond. Thank you for the opportunity to bid the project.

Wendy Eickhoff
Office Manager
RaDec Construction Co, Inc.
308 North Broadway Avenue
P.O. Box 667
Hartington, NE 68739
Direct: (402) 254-3345
Fax: (402) 254-2245
e-mail: radec@hartel.net

TCEP No.: 757-006-19

SECTION 00 42 00 - BID FORM (REVISED ADDENDA 2)

BID PROPOSAL FOR CONTRACT FOR
Seward High School - FCS / Restroom Renovation
SEWARD, NEBRASKA

Date: 4/7/2020

Submitted To: Seward Public School

Submitted By: Rogge General Contractors, Inc.

Addenda Received: # 1 Dated 3/23/2020 / # 2 Dated 3/31/2020 / # 3 Dated 4/3/2020

The undersigned, having examined the plans, project manuals and related documents, and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of labor, hereby proposes to furnish all labor, materials and supplies to do the work in accordance with the Contract Documents and terms and condition described below:

Recognizing that time will be of the essence, the undersigned proposes, upon execution of the Agreement Between Owner and Contractor or upon receipt of notice to proceed from the Owner (whichever comes first), to immediately start the Work of the Contract. The Agreement Between Owner and Contractor will be executed as soon as possible after the opening and award of bids following the **April 13, 2020** school board meeting. Work on site can commence in the restroom areas following the last day of school on **May 20, 2020.** The Owner is completing casework demolition and abating the floor tile in the FCS area under a separate contract between May 20, 2020 and approximately June 1, 2020. The undersigned proposes to bring the work to a state of Substantial Completion on or before **August 1, 2020** (General Contractor shall identify proposed Substantial Completion for the project).

Markup percentage for all changes in the work shall not exceed 10%. This shall include all overhead and profit associated with each change. See Section 01 26 00, "Contract Modification Procedures", for administrative and procedural requirements for handling and processing contract modification. See Section 01 21 00, "Allowances" for exceptions to this requirement.

Execution of Agreement: The undersigned will, within fourteen (14) days of receipt of notice of acceptance of this proposal, enter into agreement with the Owner on the Owner's agreement form and will deliver the required Performance Bond and Labor and Materials Payment Bond.

TOTAL PRICE: The undersigned proposes to perform the Work shown/described in the bidding documents for the sum of:

_____
_____ Dollars ($ 484,800.00).

ALTERNATES:

Alternate No. 1 – All costs associated with the FCS renovation.

(Alternate No. 1): _____, $_____

Alternate No. 2 – All costs associated with the Restroom Group 1 and 2 renovations.

(Alternate No. 2): _____, $_____

Alternate No. 3 – NOT USED

UNIT PRICES:

Unit Price No. 1 – Ball Valves in Existing Water Piping.

(3/4" Valve): _____, $ 154.00 /EA)

(1" Valve): _____, $ 158.00 /EA)

(1 1/4" Valve): _____, $ 182.00 /EA)

(1 1/2" Valve): _____, $ 188.00 /EA)

(2" Valve): _____, $ 263.00 /EA)

(2 1/2" Valve): _____, $ 410.00 /EA)

(3" Valve): _____, $ 535.00 /EA)

TCEP No.: 757-006-19

Respectfully Submitted,

(Signature)

Rogge General Contractors, Inc.
(Company)

6101 S. 58th Street Suite A Lincoln NE 68516
(Business Address)

(Seal, if by a Corporation)

402-441-3100
(Telephone Number)

END OF SECTION 00 42 00

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Rogge General Contractors, Inc.
6101 South 58th Street, Suite A
Lincoln, NE 68516

SURETY:
(Name, legal status and principal place of business)

Inland Insurance Company
P.O. Box 80468
Lincoln, NE 68501

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)
Seward Public Schools
410 South Street
Seward, NE 68434

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

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

Seward High School FCS / Restroom Renovation

Project Number, if any:

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

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

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

Signed and sealed this **7th** day of **April, 2020**

Debbie Olson
(Witness)

Danny Hurlbett
(Witness)

Rogge General Contractors, Inc.
(Principal) *(Seal)*
Brandy Rogge - President
(Title)

Inland Insurance Company
(Surety) *(Seal)*
T.L.K.
(Title) **Thomas L. King, Attorney-in-Fact**

Init.

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INLAND INSURANCE COMPANY

Lincoln, Nebraska

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the **INLAND INSURANCE COMPANY**, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to wit:

"Article V-Section 6. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time."

does hereby make, constitute and appoint

Robert T. Cirone or James M. King or Tamala J. Hurlbut
or Jacob J. Buss or Thomas L. King, Lincoln, Nebraska

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:
Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, 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 Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the **INLAND INSURANCE COMPANY**, held on July 23, 1981:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, **INLAND INSURANCE COMPANY** has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 16th day of February, 20 18.

INLAND INSURANCE COMPANY

Carol J. Clark — Secretary/Treasurer

By — President

INLAND INSURANCE COMPANY CORPORATE SEAL LINCOLN, NEBRASKA

State of Nebraska } ss.
County of Lancaster

On this 16th day of February, 20 18, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the **INLAND INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

Tara Martin — Notary Public

GENERAL NOTARY - State of Nebraska
TARA MARTIN
My Comm. Exp. February 16, 2022

My Commission Expires February 16, 2022.

I, Philip C. Abel, Director of **INLAND INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said **INLAND INSURANCE COMPANY**, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this 7th day of April, 20 20.

Director

INLAND INSURANCE COMPANY CORPORATE SEAL LINCOLN, NEBRASKA

SECTION 00 42 00 - BID FORM (REVISED ADDENDA 2)

BID PROPOSAL FOR CONTRACT FOR
Seward High School - FCS / Restroom Renovation
SEWARD, NEBRASKA

Date: April 7, 2020

Submitted To: Seward High School

Submitted By: Sampson Construction Co., Inc.

Addenda Received: #1 - 3/23/2020, #2 - 3/31/2020, #3 - 4/3/2020

The undersigned, having examined the plans, project manuals and related documents, and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of labor, hereby proposes to furnish all labor, materials and supplies to do the work in accordance with the Contract Documents and terms and condition described below:

Recognizing that time will be of the essence, the undersigned proposes, upon execution of the Agreement Between Owner and Contractor or upon receipt of notice to proceed from the Owner (whichever comes first), to immediately start the Work of the Contract. The Agreement Between Owner and Contractor will be executed as soon as possible after the opening and award of bids following the **April 13, 2020** school board meeting. Work on site can commence in the restroom areas following the last day of school on **May 20, 2020.** The Owner is completing casework demolition and abating the floor tile in the FCS area under a separate contract between May 20, 2020 and approximately June 1, 2020. The undersigned proposes to bring the work to a state of Substantial Completion on or before **August 1, 2020** (General Contractor shall identify proposed Substantial Completion for the project).

Markup percentage for all changes in the work shall not exceed 10%. This shall include all overhead and profit associated with each change. See Section 01 26 00, "Contract Modification Procedures", for administrative and procedural requirements for handling and processing contract modification. See Section 01 21 00, "Allowances" for exceptions to this requirement.

Execution of Agreement: The undersigned will, within fourteen (14) days of receipt of notice of acceptance of this proposal, enter into agreement with the Owner on the Owner's agreement form and will deliver the required Performance Bond and Labor and Materials Payment Bond.

TCEP No.: 757-006-19

TOTAL PRICE: The undersigned proposes to perform the Work shown/described in the bidding documents for the sum of:

FOUR HUNDRED SEVENTY FOUR THOUSAND AND NO/100 Dollars ($ 474,000.00).

ALTERNATES:

Alternate No. 1 – All costs associated with the FCS renovation.

(Alternate No. 1): TWO HUNDRED NINETEEN THOUSAND AND NO/100, $ 219,000.00

Alternate No. 2 – All costs associated with the Restroom Group 1 and 2 renovations.

(Alternate No. 2): THREE HUNDRED THIRTY FOUR THOUSAND AND NO/100, $ 334,000.00

Alternate No. 3 – NOT USED

UNIT PRICES:

Unit Price No. 1 – Ball Valves in Existing Water Piping.

(3/4" Valve): SEVENTY DOLLARS AND NO/100, $ 70.00 /EA)

(1" Valve): SEVENTY SIX DOLLARS AND NO/100, $ 76.00 /EA)

(1 1/4" Valve): NINETY TWO DOLLARS AND NO/100, $ 92.00 /EA)

(1 1/2" Valve): ONE HUNDRED EIGHT DOLLARS AND NO/100, $ 108.00 /EA)

(2" Valve): ONE HUNDRED EIGHTY NINE DOLLARS AND NO/100, $ 189.00 /EA)

(2 1/2" Valve): THREE HUNDRED TWENTY FOUR DOLLARS AND NO/100, $ 324.00 /EA)

(3" Valve): FOUR HUNDRED FIVE DOLLARS AND NO/100, $ 405.00 /EA)

TCEP No.: 757-006-19

Respectfully Submitted,

(Signature) Vice President

Sampson Construction Co., Inc.
(Company)

5825 S. 14th Street, Lincoln, NE 68512
(Business Address)

(402) 434-5450
(Telephone Number)

(Seal, if by a Corporation)

END OF SECTION 00 42 00

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **Sampson Construction Co., Inc.**

as Principal, hereinafter called the Principal, and **LIBERTY MUTUAL INSURANCE COMPANY**

a corporation duly organized under the laws of the State of **Massachusetts**

as Surety, hereinafter called the Surety, are held and firmly bound unto **Seward Public Schools** as Obligee, hereinafter called the Obligee, in the sum of ---**Five Percent of the Amount 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

WHERAS, the Principal has submitted a bid for

FCS/Restroom Renovation

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 Contact 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 **7th** day of **April, 2020.**

(Witness)

Sampson Construction Co., Inc.

[(Seal)

[(Title) Ben Huck, Vice President

Chelsea Pagel

(Witness)

LIBERTY MUTUAL INSURANCE COMPANY

[(Seal)

[Andrew P Andersen, Attorney-in-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
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.

Certificate No. 8158488

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

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, Andrew P. Andersen; Kate R. Greenwald; Rohn P. Loyd

all of the city of Lincoln, state of NE 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 24th day of July, 2018.

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE
LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

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

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 24th day of July, 2018, 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.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

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 7th day of April, 20 20.

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE
LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

By: Renee 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.

LMS 12873 022017

Tim Ripp

From: Jason Prebyl <jason.prebyl@sampson-construction.com>
Sent: Tuesday, April 7, 2020 1:59 PM
To: Tim Ripp; josh.fields@sewardschools.org
Subject: Seward High School - FCS/Restroom Renovation
Attachments: Seward High School FCS Restroom Bid Bond Apr 7.pdf; Seward High School FCS Restroom Bid Form.pdf

OUR LINCOLN OFFICE HAS MOVED! Our new address is 5825 South 14th Street | Lincoln, NE 68512.
Click here for more information.

Josh & Tim,

Please find attached Bid Form and Bid Bond for the project.

Please confirm receipt of this proposal.

Thanks

JASON PREBYL
Estimator
Sampson Construction Co., Inc.
D: 402-434-5403 | **M**: 402-416-7220 | **F**: 402-434-7425

Sampson Construction
www.sampson-construction.com

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Bid Tabulation

Project: Seward High School Fire Alarm Replacement
Bid Date: April 7, 2020
Bid Time: 2:00 p.m.

Contractors:		**Hy-Electric**	**Perry Reid Construction**					
Bid Bond Received:			Yes					
Addenda Received:		1, 2, 3	1, 2					
Base Bid:		$205,748.00	$147,175.00					
Alternate No. E-1:	Alternate Fire Alarm Manufacturer in lieu of Notifier by Honeywell	$208,852.00	$2,600.00					
Alternate No. E-1:	Manufacturer	Siemens	Siemens					
Alternate No. E-2:	Free Air Cabling in lieu of Raceways	($16,605.00)	($11,400.00)					
Alternate No. E-3:	Extend Substantial Completion Date to August 1, 2021.	$34,560.00	$5,000.00					
Alternate No. E-3:	Manufacturer	Notifier	No Bid					
Unit Price No. 1:	Provide and Install Duct Smoke Detector in Mechanical Unit	$545.00	$600.00					
Unit Price No. 2:	Provide and Install Duct Smoke Detector at a Smoke Damper or Fire/Smoke Damper Location	$502.00	$600.00					
Remarks:								

Notes
Hy-Electric did not provide a bid bond
Perry Reid Construction did not identify receipt of addenda 3. I spoke with Beau Jepson, he indixcated that their bid amount would not be modified to include addenda 3.
The Clark Enersen Partners recommends proceeding with Perry Reid Construction at the base bid amount of $147,175.

Bid Tabulation

Project: Seward High School FCS - Restroom Renovation
Bid Date: April 7, 2020
Bid Time: 2:00 p.m.

Contractors:		B-D Construction, Inc.	Cheever Construction	Hampton Commercial Construction	Perry Reid Construction	RaDec Construction Co., Inc.	Rogge General Contractors	Sampson Construction Co.	
Bid Bond Received:		Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Addenda Received:		1,2,3	1,2,3	1,2,3	1,2,3	1,2,3	1,2,3	1,2,3	
Base Bid:		$690,000.00	$430,000.00	$503,427.00	$459,900.00	$473,750.00	$484,800.00	$474,000.00	
Alternate No. 1:	All Costs Associated with the FCS Renovation	TBD	$176,000.00	$223,932.00	$178,600.00	$206,300.00	No Bid	$219,000.00	
Alternate No. 2:	All Costs Associated with Restroom Group 1 and 2 Renovations	TBD	$294,000.00	$315,494.00	$294,300.00	$323,700.00	No Bid	$334,000.00	
Unit Price No. 1:	Ball Valves in Existing Water Piping								
	3/4" Valve:	$160.00	$120.00	$120.00	$90.00	$72.00	$144.00	$70.00	
	1" Valve:	$175.00	$130.00	$124.00	$95.00	$77.00	$158.00	$76.00	
	1 1/4" Valve:	$195.00	$160.00	$141.00	$110.00	$94.00	$182.00	$92.00	
	1 1/2" Valve:	$225.00	$190.00	$143.00	$125.00	$110.00	$198.00	$108.00	
	2" Valve:	$300.00	$340.00	$200.00	$200.00	$193.00	$263.00	$189.00	
	2 1/2' Valve:	$450.00	$590.00	$380.00	$325.00	$330.00	$410.00	$324.00	
	3" Valve:	$600.00	$740.00	$479.00	$400.00	$414.00	$535.00	$405.00	
			If required, ADD $3,600 to shot blast FCS floor due to chemical abatement			If the project requires materials that will be affected by future US tarriffs, strikes, closures, or COVID-19 related delays, we excluded that cost from this proposal			

Notes
The Clark Enersen Partners recommends proceeding with Cheever Construction at the base bid amount of $430,000.