

**Board of Education Regular Meeting**

School District of Seward

410 South Street

Seward, NE 68434

Monday, April 13, 2020 7:00 PM

Attendance Taken at 7:00 PM.

Paul Duer: Present

Jill Hochstein: Present

Jana Hughes: Present

Jerry Rumery: Present

Ryne Seaman: Present

Danielle Shipley: Present

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

4. Pledge of Allegiance

5. **1.5 Mission** The school district of Seward--where every student, every day is a success--affirms that all students will have the skills to become productive and contributing members of a global community. In cooperation with family and community members, the district is committed to the development of each student academically, emotionally, socially, and physically.

6. Approval of Agenda

Motion to approve the agenda as presented Passed with a motion by Paul Duer and a second by Jerry Rumery.

Paul Duer: Yea, Jill Hochstein: Yea, Jana Hughes: Yea, Jerry Rumery: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea

2. Reports

1. Administrator Reports

Written reports were received from the administrators.

2. Student Board Report

Emily O'Keif presented her report to the board.

3. Superintendent's Report

Dr. Fields thanked the students, staff and parents for all their hard work during this difficult time. Dr. Fields is holding firm with the April 15, 2020 deadline for teachers leaving. The high school video for the seniors is greatly appreciated and thanks for the high school staff for all their work on this. Dr. Fields updated the board on state legislative issues. We started a to-go breakfast last week and it is being sent home when they pick up their lunches every day. We are continuing to deliver for the backpack program.

3. Discussion Items

1. COVID-19

Dr. Fields discussed COVID-19 issues. What would we do with our classified staff if we had a shutdown? When will the last day of school be? When will graduation be? How will we do grading for this quarter? We feel our seniors are doing well with their community service hours. NDE requirements are up in the air for the rest of the school year and the summer. Jana Hughes talked about the legacy community grant.

4. Old Business

5. New Business

1. Bids for the Remodel of High School Bathrooms and FCS Room

Motion to approve the combined bid of \$430,000 for the remodel of the high school bathrooms and FCS room from Cheever Construction. This motion will replace the individual agenda items of Bathrooms and FCS room. Passed with a motion by Paul Duer and a second by Jana Hughes.

Paul Duer: Yea, Jill Hochstein: Yea, Jana Hughes: Yea, Jerry Rumery: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea

## 2. High School Bathroom Bids

## 3. Family Consumer Science Room Bids

## 4. High School Fire Alarm System Bids

Motion to approve the bid of \$147,175 from Perry Reid Construction for the fire alarm system at the high school. Passed with a motion by Paul Duer and a second by Jill Hochstein.

Paul Duer: Yea, Jill Hochstein: Yea, Jana Hughes: Yea, Jerry Rumery: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea

## 5. Asbestos Bid

Motion to accept the bid of \$9,345 from Bockman for asbestos removal at the high school. Passed with a motion by Jerry Rumery and a second by Danielle Shipley.

Paul Duer: Yea, Jill Hochstein: Yea, Jana Hughes: Yea, Jerry Rumery: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea

## 6. Personnel

### 1. Resignation of Deb Hegeholz

Motion to accept the resignation of Deb Hegeholz at the end of the 2019-2020 school year. Passed with a motion by Jill Hochstein and a second by Jana Hughes.

Paul Duer: Yea, Jill Hochstein: Yea, Jana Hughes: Yea, Jerry Rumery: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea

### 2. Resignation of Mark Cidlik

Motion to accept the resignation of Mark Cidlik effective at the end of the 2019-2020 school year. Passed with a motion by Jerry Rumery and a second by Jill Hochstein.

Paul Duer: Yea, Jill Hochstein: Yea, Jana Hughes: Yea, Jerry Rumery: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea

### 3. Resignation of Jamie Moore

Motion to accept the resignation of Jamie Moore at the end of the 2019-2020 school year.  
Passed with a motion by Jana Hughes and a second by Jill Hochstein.

Paul Duer: Yea, Jill Hochstein: Yea, Jana Hughes: Yea, Jerry Rumery: Yea, Ryne Seaman:  
Yea, Danielle Shipley: Yea

#### 4. Middle School Social Studies Teacher

Motion to offer teaching contract to Shawn Carr for the middle school social studies teacher  
for the 2020-2021 school year. Passed with a motion by Jill Hochstein and a second by Jerry  
Rumery.

Paul Duer: Yea, Jill Hochstein: Yea, Jana Hughes: Yea, Jerry Rumery: Yea, Ryne Seaman:  
Yea, Danielle Shipley: Yea

#### 5. Kindergarten Teacher

Motion to offer teaching contract to Amanda St. Louis for the 2020-2021 school year. Passed  
with a motion by Jana Hughes and a second by Jill Hochstein.

Paul Duer: Yea, Jill Hochstein: Yea, Jana Hughes: Yea, Jerry Rumery: Yea, Ryne Seaman:  
Yea, Danielle Shipley: Yea

#### 6. Early Childhood Teacher

Motion to offer teaching contract to Brandi Pflughaupt for the 2020-2021 school year.  
Passed with a motion by Jerry Rumery and a second by Danielle Shipley.

Paul Duer: Yea, Jill Hochstein: Yea, Jana Hughes: Yea, Jerry Rumery: Yea, Ryne Seaman:  
Yea, Danielle Shipley: Yea

#### 7. Future Agenda Items

Classified staff pay  
Administrative pay

#### 8. Consent Agenda

##### 1. Approval of Minutes

##### 2. Approval of Financial Reports

##### 1. Treasurer

##### 2. Budget

##### 3. Activities

##### 4. Athletic

### 3. Approval of Claims

1. General Fund

2. Special Building Fund

3. Depreciation Fund

4. Unemployment Fund

4. Approval of Consent Agenda

Motion to approve the consent agenda as presented Passed with a motion by Paul Duer and a second by Jerry Rumery.

Paul Duer: Yea, Jill Hochstein: Yea, Jana Hughes: Yea, Jerry Rumery: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea

9. Adjournment

Motion to adjourn the meeting at 8:15 PM with the next study session and regular board meeting scheduled for Monday, May 11 at 5:30 and 7:00 PM Passed with a motion by Jana Hughes and a second by Danielle Shipley.

Paul Duer: Yea, Jill Hochstein: Yea, Jana Hughes: Yea, Jerry Rumery: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea

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](http://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.

# SCHOOL DISTRICT OF SEWARD BOARD REPORT

April 13, 2020

Jessica Dominy, Principal  
Seward Elementary School

## ENROLLMENT AS OF April 6, 2020:

- Preschool – 53
- Kindergarten – 90
- Grade 1 – 101
- Grade 2 – 88
- Grade 3 – 110
- Grade 4 – 100
- TOTAL: 542

## UPCOMING SEWARD ELEMENTARY ACTIVITIES

### 2020-2021 Kindergarten:

We are currently sitting at 96 kindergarten students for the 20-21 school year. As you can imagine, we needed to cancel our incoming kindergarten parent meeting last month. We asked that parents pick up registration folders at school, and provided lots of kindergarten info inside the folders to make sure parents were informed and had questions answered. We are hopeful we will be able to do some sort of kindergarten round up before school begins in August!

### Remote Learning:

I am very, very proud of the effort that has gone into beginning and continuing remote learning. Our staff has truly gone above and beyond to make this process as smooth as possible, our students have maintained a positive attitude, and our parents have taken on this tough challenge amazingly. We are so very fortunate to live in such an incredible community that values education. I am pleased to say that on any given day, we have approximately 90-98% of our students engaging with teachers in some form. Never in a million years, did I imagine that elementary students would be learning remotely! I can't say enough how proud I am of everyone involved.

Overall, we are using Seesaw and Google Classroom as our platforms to communicate and deliver instruction. Zoom meetings are also taking place so students can connect with their classmates and teachers, which everyone is really enjoying.

Thank you,

Jessica Dominy

**Board of Education Report**  
**Seward Middle School - Kirk J. Gottschalk**  
*13 April, 2020*

**1. Middle School Activities:**

Unfortunately suspended for the entire season. I know it is easy to by-pass middle school events as, 'it's just middle school' for a variety of reasons. However, keep in mind that just with any age of our kids, this is very important to them right now, and to many kids it's the most important part of their life so far!

**2. Middle School Retirements:** Three certified staff will be retiring from SMS at the end of this year. It bothers me that they will not have a chance to say their last goodbyes as they finish their career. Moving districts or jobs is one thing but ending your profession and not being able to say goodbye (in person) to those you interact with daily I feel would be tough. Mr. Weatherholt, Mr. Frisbie and Mrs. Hegeholz will all be retiring at the end of this school year. Thank you, thank you, thank you for your many years of service to the students of Seward Public School.

**3. Happenings at the Middle School:**

**A. 4<sup>th</sup> Grade Student Orientation.** Since this was not able to take place I will need to coordinate with Jessica, Lance Todd and the 4<sup>th</sup> grade teachers to determine what we can provide for them when the social distancing restrictions are lifted. We will obviously need to get next year's 5<sup>th</sup> graders in our building before the first day of classes and probably more than just orientation night. I foresee those discussions taking place in June with the admin. Team.

**B. 8<sup>th</sup> Grade Student Transition.** Ditto, as we will need to coordinate with the HS for this same group to help their transition.

**4. State Testing.** Cancelled for this school year.

**5. New Staff.** Upon school board approval, Shawn Carr will be our new 6<sup>th</sup> grade social studies teacher next school year as Mrs. Hegeholz retires.

Seward High School April Board Report submitted by Scott Axt, Jill Johnson,  
John Moody

**Staffing:** Mr. Cidlik has accepted an administrative position with East Butler Schools. We are starting the replacement search immediately. So far we were pleased with the quantity of candidates. We currently have two head coaching openings: Head Boys Basketball and Head Girls Basketball.

**Scheduling:** We have been working on our Master Schedule for next school year and we are on schedule to have it completed by May 1st.

**Remote Learning:** We have been very pleased with the remote learning response from both our teachers and our students. We were able to hit the ground right away with our remote learning while other districts are still not up and running at this point. This was due to our staff's preparation and use of technology in the classroom. Things are not perfect as we are having some students not completing assignments but this is more a focus at home issue than one of not understanding the content or internet connection concerns. We continue to contact these parents to offer support and encourage them to contact us if their student is in need of extra assistance. Most have complied.

We have heard a vast majority of positive comments from parents regarding our plan of action. Some areas have been harder than others for content. For example, our "hands on" classes have been more difficult for teachers to adapt content for online learning but they are making the necessary changes and trying to present the same material in different ways.

**Social Media:** I would like to commend Ms. Johnson and our Social media students for the tremendous amount of content that we are still "pushing" out even with school closed. We have been very determined to continue to tell the BlueJay story even with students not physically in the building. Many teachers and students are producing exciting lessons and projects that we want people to see what we are doing and still have some sense of normalcy.

**Graduation:** Right now, we are in the process of getting some video footage of students to clip together into a final virtual graduation experience as a contingency if we cannot have a traditional graduation. Right now, we are setting 10:00am on August 1st as the date for our formal graduation ceremony.

**Activities:** Unfortunately, the Spring activity and sports season has been cancelled. Uniform and equipment collection has begun. The dress rehearsal of this year's musical was broadcast on Striv. Year end awards are being voted on by coaches, certificates

will be placed in graduation packets.

**Enrollment:**

9th-134

10th-153

11th-124

12th-128

Total-539



School District of Seward  
Board Report  
Connie Biaggio, Director of Special Services  
April 1st, 2020

No fooling, we are in April of 2020. That means we are in the second busiest time of the year for the special service office. It seems that each week a new state report, application, or grant for a special service program opens up even during the Covid-19 health event.

**Here's just a short list of what's required to be completed by early May:**

-On Monday, April 20<sup>th</sup> the second required Rule 11 Seward School Early Childhood Advisory Board meeting is set to occur. This meeting will bring together community preschool providers, our non-public schools preschool providers, Sixpence, and our EC staff members for discussion of current concerns related to early childhood programming, local educational training opportunities and/or needs, and sharing of what's on the horizon for individual programs. This meeting will occur virtually and will start at 2 p.m.

-ESSA Title 1A Non Public School Consultation meeting-This involves consulting with eight nonpublic schools and determining if they choose to ask for Title I reading services for the 2020-2021 school year. This consultation will be completed through a zoom meeting format on April 21<sup>st</sup> with our three local non public schools and by phone calls /emails with Aquinas Middle School and High School, St. Mary's Elementary, Lincoln Lutheran High, and St. Paul's Elementary.

-Special Education Non Public School Consultation with St. John's, St. Vincent's and Our Redeemer-This consultation provides the determination of what special education FAPE and equitable services will be provided for the coming school year for those non public students who attend a non public school within Seward School boundaries. A special requirement of this consultation is an announcement in the Seward Independent about the date, time and location of this consultation meeting. This meeting has been set for April 21<sup>st</sup> at 3:45 pm via zoom.

-IDEA MOE (Maintenance of Effort) Compliance Standard report-This report is based on data from the 2018-2019 school year. Our school district's receipt of IDEA dollars is contingent upon maintaining fiscal effort for Special Education which means that we must expend a greater or equal amount of local or local/state funds from a previous years highest level to meet the MOE requirement.

**Remote Learning:**

All special service staff members are working hard to provide valuable and applicable special education services within our continuity of learning plan. These services are continuing to address goals, accommodations, and modifications that

are closely connected to IEP goals for all identified students ages birth through 21 years. Additionally, related service personnel are still providing supports in the areas of speech therapy, vision, occupational therapy, physical therapy, and behavioral counseling support. Necessary IEP meetings and Multi-Disciplinary verification meetings are still occurring as we are required to continue to meet all Rule 51 timelines. I'm extremely proud of each and every staff members' efforts to reach out to all students on their caseload to help assure the student's success during our indefinite school closure.

In addition to our students receiving remote learning, professional development opportunities such as planned conferences are still being offered virtually for staff members. The first example of this will occur on April 2<sup>nd</sup> and 3<sup>rd</sup>. The NE State Autism Conference, which was to be held in LaVista, is now set to be offered virtually. On these two days, Candice Bridgford, Kelley Kimbrough, Heidi Weber, Beth Seegebarth and I will be "attending" this conference via live zoom sessions.

#### **Other News:**

As you will see within the Board meeting agenda, Mrs. Dominy and I have offered Brandi Pflugaupt, the Early Childhood Special Education position. We firmly believe that Brandi will be a great fit for the program and with the elementary staff. This hire means that Jennifer Frihauf will be moving to a Kindergarten classroom, which is also a great benefit for Seward students.

NEW District Special Education Transition forms – Through out this year special education staff members, Mrs. Collings and I have been working to draft new district special education student transition forms and last week the finalized formats were shared with SPED staff members for completion by May 5<sup>th</sup> for all students moving from one building to another building.

On April 14<sup>th</sup>, work on the Extended School Year (ESY) Special Education Service Budget will begin. This is a local budget that I build and present to Dr. Fields for approval for summer service hours for special education students that meet the criteria for the need for extended school year support. The formal approval of the budget then allows for the writing of summer service IEP's for the eligible students. Staff members that provide ESY services are paid an hourly wage based on their regular school year contracts. Last summer 55 students received extended school year services by sixteen special education faculty members and contracted providers.

Once again I have attached the current student counts for all special service programs below. At this time there are still 16 Preschool aged 3-5-year-old special education referrals yet to complete! Hopefully some of these can be completed over the summer. Let me know if you have any questions.

Respectfully submitted, Connie Biaggio

Special Programs	9/3/1 9	10/1/1 9	11/4/1 9	12/2/1 9	2/3/202 0	3/2/2 0	4/6
HAL	117	119	119	131	130	130	130
ELL	3	5	5	5	5	5	5
ELL Monitor	4	5	5	5	5	5	5
504	31	33	33	36	36	35	34
Sixpence (SPS only)	20	18	19	20	20	21	20
<b>SPED Referral-Public</b>							
0-3	1	2	2	2	2	2	0
3-5	1	2	4	5	3	10	16
School Age	3	4	12	7	6	6	0
<b>SPED</b>							
Public: PreK 0-3	9	9	6	6	12	12	11
PreK 3-5	29	29	32	32	32	34	33
PreK Peers*	29	27	28	28	28	28	28
School Age	248	227	218	222	268	222	222
							<b>26</b>
<b>Total Public</b>	<b>286</b>	<b>265</b>	<b>256</b>	<b>260</b>	<b>312</b>	<b>268</b>	<b>6</b>
SPED Referral-NP	2	2	2	0	1	1	0
Non-Public: PreK 3-5	0	0	0	0	0	0	0
School Age	34	25	25	26	29	29	29
<b>Total Non-Public</b>	<b>34</b>	<b>25</b>	<b>25</b>	<b>26</b>	<b>29</b>	<b>29</b>	<b>29</b>
							<b>29</b>
<b>Grand Total SPED</b>	<b>320</b>	<b>290</b>	<b>281</b>	<b>286</b>	<b>341</b>	<b>297</b>	<b>5</b>
Title I: Public	0	48	48	48	41	67	72
Title I: Non-Public	0	13	13	16	12	14	16
Grand Total Title I	0	61	61	64	53	81	88
Migrant	0	0	0	0	0	0	0
Immigrant	0	0	0	0	0	0	0



## April 2020 Board Report for Curriculum and Staff Development

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Board Members,

So much has happened since we last met. The education of our students has done a complete flip from in-person instruction to remote learning. I could not be more proud of our staff, students, and parents for how they have risen to the occasion. It has been important to us to continue learning new content while we are experiencing remote learning, I would say that this is the exception rather than the rule in our state. We will have some review to do when we get back and there will be some gaps, however, they will not be as significant considering how we have approached remote learning.

SCHOOL DISTRICT OF SEWARD  
410 South Street  
Seward, NE 68434

### **Curriculum**

Our Spanish and FCS teachers met the day before school transitioned to remote learning. This was a productive morning and we were able to identify beliefs, philosophy, examine current research and analyze the Nebraska standards. Our teachers also had some time to begin curriculum writing and evaluate instructional materials. This process will continue virtually and we will do our second music curriculum meeting in mid-April.

### **Instruction**

As stated above, instruction has been completely flipped from in-person instruction to remote learning. The platforms that have served us the best are SeeSaw and Google Classroom at the elementary, and Google Classroom at the Middle and High School. Our teachers have also done work with Zoom, Screencastify, and other online tools. The great majority of our students are participating online, however, teachers have made packets for families who have preferred the pencil/paper method.

### **Staff Development**

We were very fortunate to have a staff development day on March 9<sup>th</sup>. We had grand plans for the day, but at the last moment, we were able to shift the day to prepare for E-Learning. Our teachers were given updates on Google Classroom, Zoom, and other E-Learning tools and they were given time to start creating packets and planning for remote learning. This proactive approach helped greatly in preparing our staff to shift to remote learning. On the 9<sup>th</sup> we also completed ALICE training for certified staff.

**Assessment/Accountability**

All statewide assessments have been cancelled for the year. We will not submit our Evidence Based Analysis and we will not receive a rating from AQuESST. The state is still determining if they will be able to give out vouchers for our juniors to take the ACT during upcoming National Assessment days.

**Wellness/Food Service**

We have continued to provide lunch to nearly 70 students by using a drive-thru model. We are very thankful to our food service staff for providing this important service to our families. We are currently preparing “hot lunches” while we use the food that was previously ordered. We may shift to “cold lunches”- sandwiches, etc. when our food supply is lower.

Thank you for your support!

Dr. Matt Dominy

# APRIL STAFF DEVELOPMENT NEWSLETTER

== A NEWSLETTER FOR THE SEWARD STAFF BY DR. DOMINY ==

## **E-LEARNING**

I could not be more proud of you and how you have responded to the challenge of E-Learning. It has been truly amazing to see the leadership, creativity, and ingenuity that has taken place to create lessons that are meaningful and purposeful for students. I am proud of you who have picked up Google Classroom for the first time 10 days ago and I am proud of the teachers providing direct instruction and making groups in Zoom and everyone in that instructional delivery continuum. It truly is phenomenal how our world flipped in just a few days and with a little freedom and a little guidance, you created systems that phenomenally are meeting the needs of all students from preschool through 12th grade, students with special needs, English Language Learners, etc. etc. I think history will reflect on this time and look favorably on us for all that you have done for our students. I am truly thankful and here for each of you as we continue our E-Learning journey.

Thank you

Matt

## **STRESS/ANXIETY DURING THE TIME OF COVID-19**

No matter who you are, feeling stressed and afraid is a normal response to an illness about which there is still so much to learn. The chronic stress that may result from constant fear and anxiety about the illness, and the isolation caused by social distancing and quarantine, can cause physical symptoms of its own.

Common symptoms of chronic stress include headaches, insomnia, muscle tension, stomach distress such as heartburn and acid reflux, and joint pain. You may also experience behavioral symptoms such as increased smoking, eating or drinking, and emotional symptoms such as irritability, anxiety, or depression. The demands of social distancing may mean that your usual

## 1. BREATHE

Taking slow deep breaths is a great way to calm down your entire body and your mind. To do this, close your eyes and take in a deep breath through your nose on a count of five, hold for a count of three, then breathe out through your mouth on a count of five. Repeat five times. Do this any time you feel stressed, to start your day in the right mood, and to get calm at the end of your day so you can get a good night's sleep.

## 2. PRACTICE MINDFULNESS

Focusing on breath is a simple start. You can also meditate with or without a mantra.

## 3. GO OUTSIDE

If you are one of the millions of people now working from home, and the weather is amenable, find a spot outside to take the laptop and the phone calls. This will help keep the stir crazies away.

## 4. LIMIT SOCIAL MEDIA AND NEWS CONSUMPTION

Yes, you want to stay up-to-date on the latest news about the virus or the stock market, but listening to the news all day-everyday is going to exacerbate any feelings of anxiety, stress, or sadness. Check the news and social media at set times of the day, and limit yourself to 15 minutes at a time. And when you get on social media, spend some time on things that make you smile or laugh, and touch your heart in some way.

## 5. EXERCISE—AND DO IT OUTSIDE

You need to exercise more than ever now. Take a walk, ride a bike, go for a run, take the yoga mat outside, or do some calisthenics in your backyard. Movement releases the pleasure hormone dopamine, which makes us feel good, and fresh air and sunshine are also great for boosting your mood. But remember to keep your distance. So go outside early in the morning or late in the evening, stay in your neighborhood, and forego public parks and trails.

## 6. CONNECT WITH LOVED ONES

If you live with others, now is a great time to spend some quality time together. Bring out the board games and the puzzles. Have long conversations. Call that friend or cousin you haven't spoken to in months. Do mindfulness exercises together. And if you find yourself needing some personal space, then formally structure some alone time for everyone so you don't annoy each other too much.

## 7. GET YOUR FINANCIAL HOUSE IN ORDER

Do your taxes. Go through your bank and credit card statements and cancel those unwanted subscriptions. Cancel travel plans. Make a budget. Manage your investments.

## 8. GET CREATIVE

If you find yourself with a lot of time on your hands, skip the binge-worthy series on Netflix and start that art or crafting or household project you haven't had time to do. Indulging your

Put your feelings and thoughts down on paper. This is a historic time and this won't just help you process your emotions in the present but help you put this time in context later.

#### 10. PRACTICE GRATITUDE

It can be easy to focus on all the negatives that result from dealing with a pandemic, so being deliberate in being grateful is a great way to counteract the negativity. Start and end each day by stating—or journaling—at least three things you are grateful for. Research shows that this increases feelings of optimism.

Retrieved From: <https://www.fastcompany.com/90481875/10-science-backed-strategies-to-try-if-youre-stressed-about-covid-19>

## **INDIVIDUAL TOUCHPOINTS ARE GAME-CHANGERS**

What your students will miss the most is the human connection that is cultivated in your classroom. The little interactions you have with them in the hallways, before and after class or during breaks in lessons, are irreplaceable. While it can be tempting to focus on content in your distance learning assignments and instructional videos, what matters more is creating structures for personalized touchpoints with your students.

You can create these touchpoints through any medium you like: emails, video messages, phone calls, messages through your learning management system, comments on shared documents, etc. Create a structure and stick to it. Your students will see your investment and know that you care about them.

It's important to bear in mind that cultivating an engaging distance learning experience is hard. It takes time and an incredible amount of patience. If you are new to the experience, you're probably going to feel like a first-year teacher again. That's OK! Tackle the challenges step by step, keep your students updated on your progress, and stay positive. You can do this!

Retrieved From: <https://www.edutopia.org/article/4-tips-supporting-learning-home>

[Building Developmental Relationships During Covid-19 Crisis.](#)

## **ESU PROFESSIONAL DEVELOPMENT OPPORTUNITIES**

The ESU is going to start offering Grade Level/Department Level Support/Training. The schedule for these trainings is linked below. There is no need to register for any training that you are interested in, you only need to join the Zoom group at the day and time listed. This is optional professional growth that can offer you another opportunity to stay connected to educators in our area.

Emily O’Kief

April 7, 2020

### April Board Report

As many of you know, things at Seward Public Schools, and more specifically Seward High School, have changed significantly due to the recent outbreak of COVID-19 in Nebraska. Although the circumstances are not ideal, Seward Public Schools is doing an outstanding job of communicating with students and continuing classroom activities to the best of their abilities.

### **Online Learning**

Personally, I enjoy online learning. I have not been in contact with many other students, but a few of my close friends and younger sister would have to agree. The teachers are doing a great job of being flexible but also communicating their wants and expectations to students. I feel as though the workload is very reasonable. Although it may be a little less than when we were physically in school, it is just enough to help students grasp main concepts, without being overwhelming. Zoom calls, I believe, are a great way to mimic an in-class discussion. It gives students the opportunity to ask questions and participate in broad discussions. So far, the district is handling the situation very well and is making this less than ideal transition very smooth.

### **Class of 2020**

Being a member of the senior class, this time is very upsetting. This year, seniors will not be able to participate in a number of graduation specific activities, and it is easy to get down on the situation. However, I believe that the administration and counselors deserve a round of applause for the amount of work they have put into making our senior year the best it could possibly be. On April 7th and April 8th, a number of staff members helped to create a sort of

mock graduation (but still following COVID-19 social distancing policies) in order to create a keepsake video for the class of 2020. Students arrived at 5 min intervals and had pictures and videos taken with the intent to create a collective video. The two speakers, who have not been chosen at the time, will also be recorded and their speeches will be incorporated into the video as well.

## NASB Monthly Update for Board Meetings - Agenda Item: APRIL 2020

### “NASB Update”

As a board, some items you would usually be focused on during April include:

- Monitor progress of district goals, link goals to discussion and action items
- Strategic Plan Progress Report
- Budget: State Aid Certification
- Review ELL Program
- Teacher Non-Renewal, RIF, and Termination Notices; Due April 15
- Review Student Handbooks and relative policies
- Certificated Employee of ESU Non-Renewal, Termination, Amendment Notices; Due April 15

### COVID-19 LINKS

Please bookmark and continue to visit NASB’s COVID-19 page regularly at [www.NASBOnline.org](http://www.NASBOnline.org) , as it is continually being updated with items specific to you and your board. Items include:

- A letter from Commissioner Blomstedt to sbm’s
- Videos on Leveraging Our Strengths as a Board/Supt Leadership Team, SafeSchools, & Workers Comp
- NDE resources & A Statement on Continuity of Learning
- Mental Wellness - Tips for Families during COVID-19
- School Leaders Risk Management Association (SLRMA) checklist for boards
- NPERS – Information for Schoolplan Members & Employees
- No Kid Hungry Emergency Relief Grants Available
- Re-purposing Hourly Staff
- EHA updates and a video from Linda Kenedy on how to cope with our current situation
- YouTubes from NASB Region Director, Dr. Bob Rauner with some really good information
- NSAA Statement
- Legal Resources
- Virtual Meetings
- AND MUCH MORE!

### Networking, Events & Weekly Call Info:

- <http://members.nasbonline.org/index.php/events>
- *As of now, NASB is still planning on our June events. Unfortunately, we have had to cancel our April Brain Science Workshops. Look for more information on all in the coming weeks.*
- ***NASB has begun hosting weekly networking calls amongst school board members. Check your email for Region specific times and login/call information, as well as discussion questions as we all help each other as we navigate this uncertain time.***



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### **Advocacy/2020 Legislative Session:**

The 2020 legislative session is currently adjourned until the speaker calls. We are on Day 44 of 60. Session will remain adjourned until the situation has stabilized, and the Speaker of the Legislature deems it safe to reconvene. During this pause in the legislative session, senators and their offices continue their work.

LB 1106, formerly LB 974, (the education funding reform/property tax bill) is still a priority for Sens. Linehan and Groene once the session resumes.

Stay engaged during the Session and follow along with the bills NASB is tracking at: <https://nasb.envisiams.com/legislative-bills> and through NASB's **Legislative Notes** e-updates.

Follow NASB on twitter at [www.twitter.com/NASBOnline](http://www.twitter.com/NASBOnline) using the hashtag #liveNASB and on facebook at [www.facebook.com/NASBOnline](http://www.facebook.com/NASBOnline)

To see a quick glimpse at the various items the NASB is involved in, check out pages 10 & 11 each month in the **Board Notes newsletter** for "This Month In ...". To access the latest newsletter, click here:

<http://members.nasbonline.org/index.php/news-resources/board-notes>

***Thanks for all you do for your board, your community and the entire state by serving public education in Nebraska. Now more than ever, we are seeing the importance in school boards stepping up as leaders of their communities!***

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

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.

TCEP No.: 757-006-19

**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): _____,	\$ <u>160.00</u> /EA)
(1" Valve): _____,	\$ <u>170.00</u> /EA)
(1 1/4" Valve): _____,	\$ <u>195.00</u> /EA)
(1 1/2" Valve): _____,	\$ <u>225.00</u> /EA)
(2" Valve): _____,	\$ <u>300.00</u> /EA)
(2 1/2" Valve): _____,	\$ <u>450.00</u> /EA)
(3" Valve): _____,	\$ <u>600.00</u> /EA)

\* Fire Alarm work is not included in this pricing.

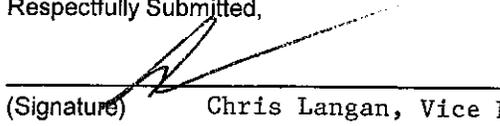
\* Fire Sprinkler work is relocated as necessary in the rooms being renovated only.

Seward High School  
FCS -- Restroom Renovation  
Seward, Nebraska

03/20

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

David L Brewer  
\_\_\_\_\_  
Witness

B-D Construction, Inc. (Seal)  
\_\_\_\_\_  
Principal  
Chris Langan, Vice President Title

David Destache  
\_\_\_\_\_  
Witness

North American Specialty Insurance Company  
By Maura P Kelly  
Maura P. Kelly, Attorney-in-Fact

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."



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

[Signature of Steven P. Anderson]

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

[Signature of Mike A. Ito]



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 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.



[Signature of M. Kenny]
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

## Tim Ripp

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**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](mailto:chrisl@bdconstructioninc.com)  
2154 E.32<sup>nd</sup> Ave. | Columbus, NE 68601  
[www.bdconstructioninc.com](http://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.

Seward High School  
FCS – Restroom Renovation  
Seward, Nebraska

03/20

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

**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**

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

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

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

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

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

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

\_\_\_\_\_  
(Witness)

**Cheever Construction Company**  
\_\_\_\_\_  
(Principal) (Seal)

\_\_\_\_\_  
(Title) , **Justin Kurtzer**, President  
**Universal Surety Company**

\_\_\_\_\_  
(Surety) (Seal)

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

\_\_\_\_\_  
(Witness)

# 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."

**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.

*Carol J. Clark*

UNIVERSAL SURETY COMPANY

*Curt L. Hartter*



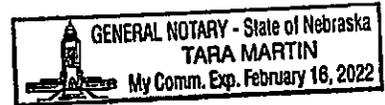
State of Nebraska }  
County of } ss. Lancaster  
Secretary/Treasurer

By

President

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*



My Commission Expires February 16, 2022.

Notary Public

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.

*Philip C. Abel*

Director



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 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, \$ 223,932  
nine hundred thirty-two

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

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

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)

Seward High School  
FCS – Restroom Renovation  
Seward, Nebraska

03/20

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)

END OF SECTION 00 42 00



(Seal, if by a Corporation)



# 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:

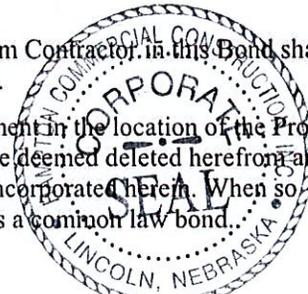
TCEP No. 757-006-19

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**



*Stephanie G. Miller*  
(Witness)

Hampton Commercial Construction, Inc.

(Principal)

(Seal)

(Title),

Universal Surety Company

(Surety)

(Seal)

*Sammy Hurlbut*  
(Witness)

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

Init.

# 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, 2018.

*Carol J. Clark*

UNIVERSAL SURETY COMPANY

*Curt L. Hartter*



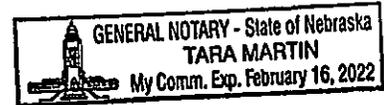
State of Nebraska }  
County of } ss. }  
                          } Secretary/Treasurer }  
                          } Lancaster }

By

President

On this 16th day of February, 2018, 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*



My Commission Expires February 16, 2022.

Notary Public

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, 2020.

*Philip C. Abel*

Director



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 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.

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 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)

Seward High School  
FCS – Restroom Renovation  
Seward, Nebraska

03/20

TCEP No.: 757-006-19

Respectfully Submitted,

*Jean Jepson*

\_\_\_\_\_  
(Signature)

**Perry Reid Construction**

\_\_\_\_\_  
(Company)

**9200 Andermatt Drive, Lincoln NE 68526**

\_\_\_\_\_  
(Business Address)

**(402) 488-1666 x 141**

\_\_\_\_\_  
(Telephone Number)

(Seal, if by a Corporation)

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%)

**PROJECT:**

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

Seward High School FCS - Restroom Renovation

Project Number, if any:

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

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

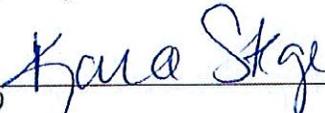
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the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

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

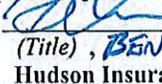
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement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

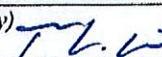
Signed and sealed this 7th day of April, 2020

  
(Witness)

  
(Witness)

Perry Reid Construction, LLC  
(Principal)  (Seal)

(Title), BEN VANBEEK, PRESIDENT  
Hudson Insurance Company  
(Surety)  (Seal)

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

Init.



**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)



*Dina Daskalakis*  
Dina Daskalakis, Corporate Secretary

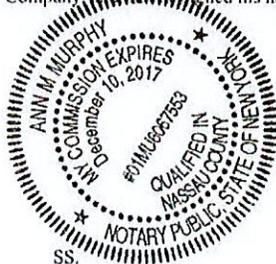
HUDSON INSURANCE COMPANY

*Christopher T. Suarez*  
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*  
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 27<sup>th</sup>, 2007, and has not since been revoked, amended or modified:

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

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

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



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

*Dina Daskalakis*  
By.....  
Dina Daskalakis, Corporate Secretary

## 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](tel:402-488-1666)  
Cell: [402-860-5769](tel:402-860-5769)  
[9200 Andermatt DR](http://9200AndermattDR.Lincoln,NE68526)  
[Lincoln, NE 68526](http://Lincoln,NE68526)  
[www.buildprc.com](http://www.buildprc.com)  
[www.perryreid.com](http://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.

Seward High School  
FCS - Restroom Renovation  
Seward, Nebraska

03/20

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 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 <sup>No</sup>/<sub>100</sub> 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 <sup>No</sup>/<sub>100</sub> \$ 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 <sup>No</sup>/<sub>100</sub> \$ 72<sup>00</sup> /EA

(1" Valve): seventy-seven and <sup>No</sup>/<sub>100</sub> \$ 77<sup>00</sup> /EA

(1 1/4" Valve): ninety-four and <sup>No</sup>/<sub>100</sub> \$ 94<sup>00</sup> /EA

(1 1/2" Valve): one hundred ten and <sup>No</sup>/<sub>100</sub> \$ 110<sup>00</sup> /EA

(2" Valve): one hundred ninety-three and <sup>No</sup>/<sub>100</sub> \$ 193<sup>00</sup> /EA

(2 1/2" Valve): three hundred thirty and <sup>No</sup>/<sub>100</sub> \$ 330<sup>00</sup> /EA

(3" Valve): four hundred fourteen and <sup>No</sup>/<sub>100</sub> \$ 414<sup>00</sup> /EA

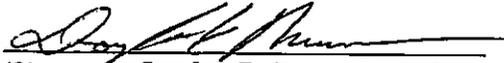
\*\*\* If the project requires materials that will be affected by future US tariffs, strikes, closures, or COVID-19 related delays, we excluded that cost from this proposal.

Seward High School  
FCS - Restroom Renovation  
Seward, Nebraska

03/20

ICEP 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



## 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 Eckhoff*  
(Witness)

*Sammy Husburt*  
(Witness)

**RaDec Construction Company, Inc.**

(Principal) *Trent Becker* (Seal)

(Title) **Travelers Casualty and Surety Company of America**

(Surety) *T.L. King* (Seal)

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



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

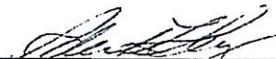
**POWER OF ATTORNEY**

**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.

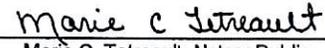
By:   
Robert L. Raney, Senior Vice President

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, 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

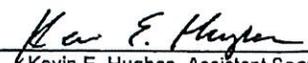
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice 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, 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](mailto: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.



TCEP No.: 757-006-19

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

\_\_\_\_\_ Dollars (\$ 484,000<sup>00</sup> ).

**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<sup>00</sup> /EA

**(1" Valve):** \_\_\_\_\_, \$ 158<sup>00</sup> /EA

**(1 1/4" Valve):** \_\_\_\_\_, \$ 182<sup>00</sup> /EA

**(1 1/2" Valve):** \_\_\_\_\_, \$ 188<sup>00</sup> /EA

**(2" Valve):** \_\_\_\_\_, \$ 263<sup>00</sup> /EA

**(2 1/2" Valve):** \_\_\_\_\_, \$ 410<sup>00</sup> /EA

**(3" Valve):** \_\_\_\_\_, \$ 535<sup>00</sup> /EA

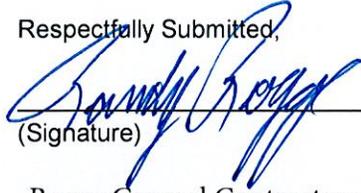


Seward High School  
FCS – Restroom Renovation  
Seward, Nebraska

03/20

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

**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:

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

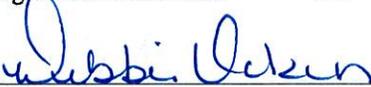
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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

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

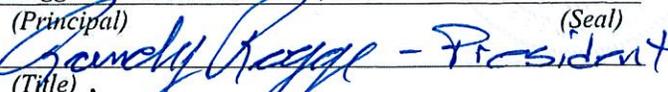
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement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

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

  
\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
(Witness)

**Rogge General Contractors, Inc.**

*(Principal)* \_\_\_\_\_ *(Seal)*  
  
*(Title)*, \_\_\_\_\_

**Inland Insurance Company**

*(Surety)* \_\_\_\_\_ *(Seal)*

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

# 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.

*Carol J. Clark*

Secretary/Treasurer

By

INLAND INSURANCE COMPANY

*Curt L. Hartter*

President

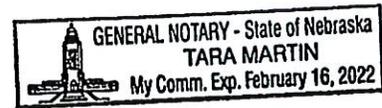


State of Nebraska }  
County of } ss. Lancaster

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 **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



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.

*Philip C. Abel*

Director



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 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 <sup>00</sup>/<sub>100</sub>  
Dollars (\$ 474,000<sup>00</sup>).

**ALTERNATES:**

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

(Alternate No. 1): TWO HUNDRED NINETEEN THOUSAND AND <sup>00</sup>/<sub>100</sub>, \$ 219,000<sup>00</sup>

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

(Alternate No. 2): THREE HUNDRED THIRTY FOUR THOUSAND AND <sup>00</sup>/<sub>100</sub>, \$ 334,000<sup>00</sup>

Alternate No. 3 - NOT USED

**UNIT PRICES:**

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

(3/4" Valve): SEVENTY DOLLARS AND <sup>00</sup>/<sub>100</sub>, \$ 70<sup>00</sup> /EA)  
(1" Valve): SEVENTY SIX DOLLARS AND <sup>00</sup>/<sub>100</sub>, \$ 76<sup>00</sup> /EA)  
(1 1/4" Valve): NINETY TWO DOLLARS AND <sup>00</sup>/<sub>100</sub>, \$ 92<sup>00</sup> /EA)  
(1 1/2" Valve): ONE HUNDRED EIGHT DOLLARS AND <sup>00</sup>/<sub>100</sub>, \$ 108<sup>00</sup> /EA)  
(2" Valve): ONE HUNDRED EIGHTY NINE DOLLARS AND <sup>00</sup>/<sub>100</sub>, \$ 189<sup>00</sup> /EA)  
(2 1/2" Valve): THREE HUNDRED TWENTY FOUR DOLLARS AND <sup>00</sup>/<sub>100</sub>, \$ 324<sup>00</sup> /EA)  
(3" Valve): FOUR HUNDRED FIVE DOLLARS AND <sup>00</sup>/<sub>100</sub>, \$ 405<sup>00</sup> /EA)

Seward High School  
FCS - Restroom Renovation  
Seward, Nebraska

03/20

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

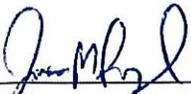
as Surety, hereinafter called the Surety, are held and firmly bound unto **Seward Public Schools** as Obligee, hereinafter called the Obligee, in the sum of **---Five Percent of the Amount Bid---**Dollars (5%), For the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents

WHEREAS, 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 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.

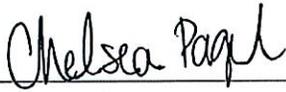
Signed and sealed this **7th** day of **April, 2020**.

  
\_\_\_\_\_  
(Witness)

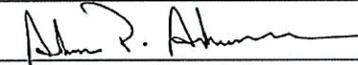
**Sampson Construction Co., Inc.**

 \_\_\_\_\_ (Seal)

(Title) Ben Huck, Vice President

  
\_\_\_\_\_  
(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  
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.



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, 2020.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

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

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

## Tim Ripp

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**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



[www.sampson-construction.com](http://www.sampson-construction.com)



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## 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.
<b>Bid Bond Received:</b>	Yes	Yes	Yes	Yes	Yes	Yes	Yes
<b>Addenda Received:</b>	1,2,3	1,2,3	1,2,3	1,2,3	1,2,3	1,2,3	1,2,3
<b>Base Bid:</b>	\$690,000.00	\$430,000.00	\$503,427.00	\$459,900.00	\$473,750.00	\$484,800.00	\$474,000.00
<b>Alternate No. 1:</b> 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
<b>Alternate No. 2:</b> 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
<b>Unit Price No. 1:</b> 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 tariffs, 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.

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

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.

TCEP No.: 757-006-19

**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): _____,	\$ <u>160.00</u> /EA)
(1" Valve): _____,	\$ <u>170.00</u> /EA)
(1 1/4" Valve): _____,	\$ <u>195.00</u> /EA)
(1 1/2" Valve): _____,	\$ <u>225.00</u> /EA)
(2" Valve): _____,	\$ <u>300.00</u> /EA)
(2 1/2" Valve): _____,	\$ <u>450.00</u> /EA)
(3" Valve): _____,	\$ <u>600.00</u> /EA)

\* Fire Alarm work is not included in this pricing.

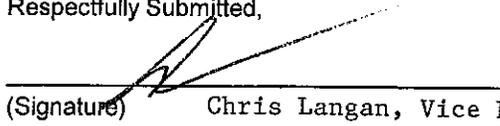
\* Fire Sprinkler work is relocated as necessary in the rooms being renovated only.

Seward High School  
FCS -- Restroom Renovation  
Seward, Nebraska

03/20

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

David L Brewer  
Witness

B-D Construction, Inc. (Seal)  
Principal  
Chris Langan, Vice President Title

David Destache  
Witness

North American Specialty Insurance Company  
By Maura P Kelly  
Maura P. Kelly, Attorney-in-Fact

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."



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

[Signature of Steven P. Anderson]

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

[Signature of Mike A. Ito]



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 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.



[Signature of M. Kenny]
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

## 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](mailto:chrisl@bdconstructioninc.com)  
2154 E.32<sup>nd</sup> Ave. | Columbus, NE 68601  
[www.bdconstructioninc.com](http://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)

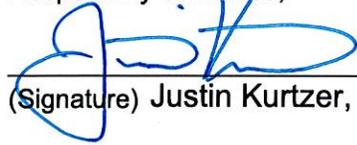
\*If required, ADD \$3,600 to shot blast FCS floor due to chemical abatement.

Seward High School  
FCS – Restroom Renovation  
Seward, Nebraska

03/20

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

**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**

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

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

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

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

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

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

\_\_\_\_\_  
(Witness)

**Cheever Construction Company**  
\_\_\_\_\_  
(Principal) (Seal)

\_\_\_\_\_  
(Title), **Justin Kurtzer**, President  
**Universal Surety Company**

\_\_\_\_\_  
(Surety) (Seal)

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

\_\_\_\_\_  
(Witness)

# 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."

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.

*Carol J. Clark*

UNIVERSAL SURETY COMPANY

*Curt L. Hartter*



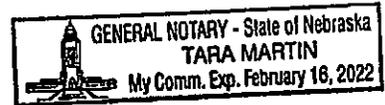
State of Nebraska }  
County of } ss.  
                          } Lancaster

By

President

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*



My Commission Expires February 16, 2022.

Notary Public

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.

*Philip C. Abel*

Director



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 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, \$ 223,932  
nine hundred thirty-two

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

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

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)

Seward High School  
FCS – Restroom Renovation  
Seward, Nebraska

03/20

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)

END OF SECTION 00 42 00



(Seal, if by a Corporation)



# 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:

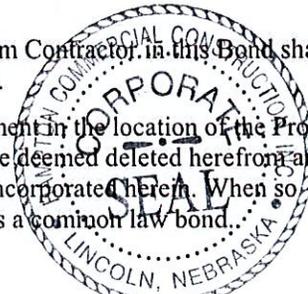
TCEP No. 757-006-19

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



*Stephanie G. Sullivan*  
(Witness)

Hampton Commercial Construction, Inc.

(Principal)

(Seal)

(Title),

Universal Surety Company

(Surety)

(Seal)

*Sammy Hurlbut*  
(Witness)

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

Init.

# 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, 2018.

*Carol J. Clark*

UNIVERSAL SURETY COMPANY

*Curt L. Hartter*



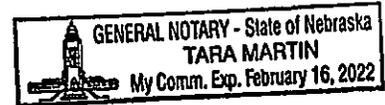
State of Nebraska } Secretary/Treasurer  
County of } ss. Lancaster

By

President

On this 16th day of February, 2018, 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*



My Commission Expires February 16, 2022.

Notary Public

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, 2020.

*Philip C. Abel*

Director



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 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.

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 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)

Seward High School  
FCS – Restroom Renovation  
Seward, Nebraska

03/20

TCEP No.: 757-006-19

Respectfully Submitted,



\_\_\_\_\_  
(Signature)

**Perry Reid Construction**

\_\_\_\_\_  
(Company)

**9200 Andermatt Drive, Lincoln NE 68526**

\_\_\_\_\_  
(Business Address)

**(402) 488-1666 x 141**

\_\_\_\_\_  
(Telephone Number)

(Seal, if by a Corporation)

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%)

**PROJECT:**

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

Seward High School FCS - Restroom Renovation

Project Number, if any:

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

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

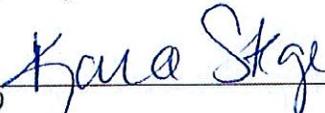
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the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

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

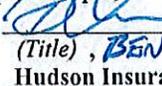
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement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

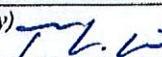
Signed and sealed this 7th day of April, 2020

  
(Witness)

  
(Witness)

Perry Reid Construction, LLC  
(Principal)  (Seal)

(Title), BEN VANBEEK, PRESIDENT  
Hudson Insurance Company  
(Surety)  (Seal)

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

Init.



**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)



*Dina Daskalakis*  
Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY

By: *Christopher T. Suarez*  
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 he signed his name thereto by like order.

(Notarial Seal)



*Ann M. Murphy*  
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 27<sup>th</sup>, 2007, and has not since been revoked, amended or modified:

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

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

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



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

By: *Dina Daskalakis*  
Dina Daskalakis, Corporate Secretary

## 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](tel:402-488-1666)  
Cell: [402-860-5769](tel:402-860-5769)  
[9200 Andermatt DR](http://9200AndermattDR.Lincoln,NE68526)  
[Lincoln, NE 68526](http://Lincoln,NE68526)  
[www.buildprc.com](http://www.buildprc.com)  
[www.perryreid.com](http://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.

Seward High School  
FCS - Restroom Renovation  
Seward, Nebraska

03/20

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 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 <sup>No</sup>/<sub>100</sub> 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 <sup>No</sup>/<sub>100</sub> \$ 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 <sup>No</sup>/<sub>100</sub> \$ 72<sup>00</sup> /EA

(1" Valve): seventy-seven and <sup>No</sup>/<sub>100</sub> \$ 77<sup>00</sup> /EA

(1 1/4" Valve): ninety-four and <sup>No</sup>/<sub>100</sub> \$ 94<sup>00</sup> /EA

(1 1/2" Valve): one hundred ten and <sup>No</sup>/<sub>100</sub> \$ 110<sup>00</sup> /EA

(2" Valve): one hundred ninety-three and <sup>No</sup>/<sub>100</sub> \$ 193<sup>00</sup> /EA

(2 1/2" Valve): three hundred thirty and <sup>No</sup>/<sub>100</sub> \$ 330<sup>00</sup> /EA

(3" Valve): four hundred fourteen and <sup>No</sup>/<sub>100</sub> \$ 414<sup>00</sup> /EA

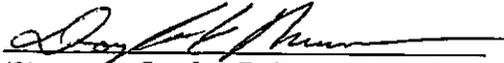
\*\*\* If the project requires materials that will be affected by future US tariffs, strikes, closures, or COVID-19 related delays, we excluded that cost from this proposal.

Seward High School  
FCS - Restroom Renovation  
Seward, Nebraska

03/20

ICEP 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



## 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 Eckhoff*  
(Witness)

*Sammy Husburt*  
(Witness)

**RaDec Construction Company, Inc.**

(Principal) *Trent Becker* (Seal)

(Title) **Travelers Casualty and Surety Company of America**

(Surety) *T.L. King* (Seal)

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



**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.

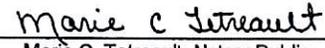
By:   
Robert L. Raney, Senior Vice President

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, 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

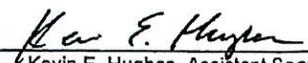
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice 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, 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](mailto: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.



TCEP No.: 757-006-19

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

\_\_\_\_\_ Dollars (\$ 484,000<sup>00</sup> ).

**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<sup>00</sup> /EA

(1" Valve): \_\_\_\_\_, \$ 158<sup>00</sup> /EA

(1 1/4" Valve): \_\_\_\_\_, \$ 182<sup>00</sup> /EA

(1 1/2" Valve): \_\_\_\_\_, \$ 188<sup>00</sup> /EA

(2" Valve): \_\_\_\_\_, \$ 263<sup>00</sup> /EA

(2 1/2" Valve): \_\_\_\_\_, \$ 410<sup>00</sup> /EA

(3" Valve): \_\_\_\_\_, \$ 535<sup>00</sup> /EA

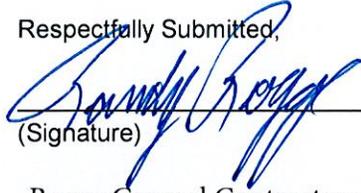


Seward High School  
FCS – Restroom Renovation  
Seward, Nebraska

03/20

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

**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:

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

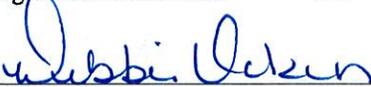
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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

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

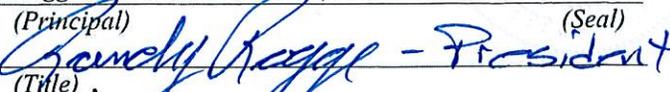
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement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

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

  
\_\_\_\_\_  
(Witness)

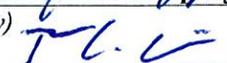
  
\_\_\_\_\_  
(Witness)

**Rogge General Contractors, Inc.**

*(Principal)* \_\_\_\_\_ *(Seal)*  
  
*(Title)*, \_\_\_\_\_

**Inland Insurance Company**

*(Surety)* \_\_\_\_\_ *(Seal)*

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

# 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.

*Carol J. Clark*

Secretary/Treasurer

By

INLAND INSURANCE COMPANY

*Curt L. Hartter*

President

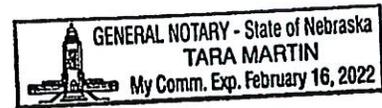


State of Nebraska }  
County of } ss. Lancaster

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 **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



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.

*Philip C. Abel*

Director



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 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  $\frac{00}{100}$   
Dollars (\$ 474,000<sup>00</sup>).

**ALTERNATES:**

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

(Alternate No. 1): TWO HUNDRED NINETEEN THOUSAND AND  $\frac{00}{100}$ , \$ 219,000<sup>00</sup>

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

(Alternate No. 2): THREE HUNDRED THIRTY FOUR THOUSAND AND  $\frac{00}{100}$ , \$ 334,000<sup>00</sup>

Alternate No. 3 - NOT USED

**UNIT PRICES:**

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

(3/4" Valve): SEVENTY DOLLARS AND  $\frac{00}{100}$ , \$ 70<sup>00</sup> /EA)  
(1" Valve): SEVENTY SIX DOLLARS AND  $\frac{00}{100}$ , \$ 76<sup>00</sup> /EA)  
(1 1/4" Valve): NINETY TWO DOLLARS AND  $\frac{00}{100}$ , \$ 92<sup>00</sup> /EA)  
(1 1/2" Valve): ONE HUNDRED EIGHT DOLLARS AND  $\frac{00}{100}$ , \$ 108<sup>00</sup> /EA)  
(2" Valve): ONE HUNDRED EIGHTY NINE DOLLARS AND  $\frac{00}{100}$ , \$ 189<sup>00</sup> /EA)  
(2 1/2" Valve): THREE HUNDRED TWENTY FOUR DOLLARS AND  $\frac{00}{100}$ , \$ 324<sup>00</sup> /EA)  
(3" Valve): FOUR HUNDRED FIVE DOLLARS AND  $\frac{00}{100}$ , \$ 405<sup>00</sup> /EA)

Seward High School  
FCS - Restroom Renovation  
Seward, Nebraska

03/20

TCEP No.: 757-006-19

Respectfully Submitted,

  
\_\_\_\_\_  
(Signature) Vice President

Sampson Construction Co., Inc.  
(Company)

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

(Seal, if by a Corporation)

(402) 434-5450  
(Telephone Number)

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

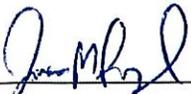
as Surety, hereinafter called the Surety, are held and firmly bound unto **Seward Public Schools** as Obligee, hereinafter called the Obligee, in the sum of **---Five Percent of the Amount Bid---**Dollars (5%), For the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents

WHEREAS, 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 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.

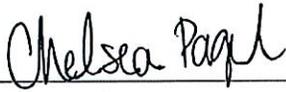
Signed and sealed this **7th** day of **April, 2020**.

  
\_\_\_\_\_  
(Witness)

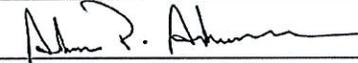
**Sampson Construction Co., Inc.**

 \_\_\_\_\_ (Seal)

(Title) Ben Huck, Vice President

  
\_\_\_\_\_  
(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  
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.



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, 2020.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

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

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

## Tim Ripp

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**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



[www.sampson-construction.com](http://www.sampson-construction.com)



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## 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.
<b>Bid Bond Received:</b>	Yes	Yes	Yes	Yes	Yes	Yes	Yes
<b>Addenda Received:</b>	1,2,3	1,2,3	1,2,3	1,2,3	1,2,3	1,2,3	1,2,3
<b>Base Bid:</b>	\$690,000.00	\$430,000.00	\$503,427.00	\$459,900.00	\$473,750.00	\$484,800.00	\$474,000.00
<b>Alternate No. 1:</b> 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
<b>Alternate No. 2:</b> 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
<b>Unit Price No. 1:</b> 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 tariffs, 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.

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

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.

TCEP No.: 757-006-19

**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): _____,	\$ <u>160.00</u> /EA)
(1" Valve): _____,	\$ <u>170.00</u> /EA)
(1 1/4" Valve): _____,	\$ <u>195.00</u> /EA)
(1 1/2" Valve): _____,	\$ <u>225.00</u> /EA)
(2" Valve): _____,	\$ <u>300.00</u> /EA)
(2 1/2" Valve): _____,	\$ <u>450.00</u> /EA)
(3" Valve): _____,	\$ <u>600.00</u> /EA)

\* Fire Alarm work is not included in this pricing.

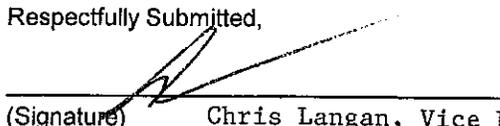
\* Fire Sprinkler work is relocated as necessary in the rooms being renovated only.

Seward High School  
FCS -- Restroom Renovation  
Seward, Nebraska

03/20

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

David L Brewer  
\_\_\_\_\_  
Witness

B-D Construction, Inc. (Seal)  
\_\_\_\_\_  
Principal  
Chris Langan, Vice President Title

David Destache  
\_\_\_\_\_  
Witness

North American Specialty Insurance Company  
By Maura P Kelly  
\_\_\_\_\_  
Maura P. Kelly, Attorney-in-Fact

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."



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



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 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.



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

## 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](mailto:chrisl@bdconstructioninc.com)  
2154 E.32<sup>nd</sup> Ave. | Columbus, NE 68601  
[www.bdconstructioninc.com](http://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)

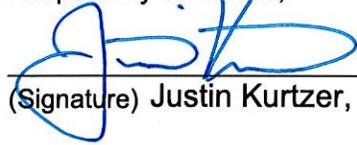
\*If required, ADD \$3,600 to shot blast FCS floor due to chemical abatement.

Seward High School  
FCS – Restroom Renovation  
Seward, Nebraska

03/20

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

**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**

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

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

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

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

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

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

\_\_\_\_\_  
(Witness)

**Cheever Construction Company**  
\_\_\_\_\_  
(Principal) (Seal)

\_\_\_\_\_  
(Title), **Justin Kurtzer**, President  
**Universal Surety Company**

\_\_\_\_\_  
(Surety) (Seal)

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

\_\_\_\_\_  
(Witness)

# 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."

**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.

*Carol J. Clark*

UNIVERSAL SURETY COMPANY

*Curt L. Hartter*



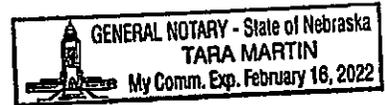
State of Nebraska }  
County of } ss.  
                          }   Lancaster

By

President

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*



My Commission Expires February 16, 2022.

Notary Public

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.

*Philip C. Abel*

Director



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 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, \$ 223,932  
nine hundred thirty-two

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

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

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)

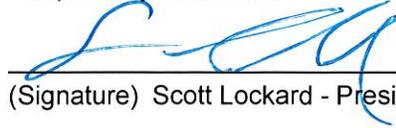
(3" Valve): four hundred seventy-nine, \$ 479 /EA)

Seward High School  
FCS – Restroom Renovation  
Seward, Nebraska

03/20

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)

END OF SECTION 00 42 00



(Seal, if by a Corporation)



# 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:

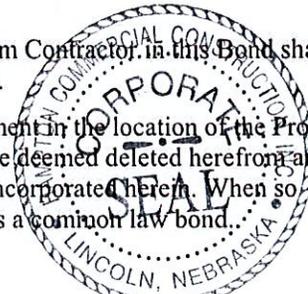
TCEP No. 757-006-19

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



*Stephanie G. Sullivan*  
(Witness)

Hampton Commercial Construction, Inc.

(Principal)

(Seal)

(Title),

Universal Surety Company

(Surety)

(Seal)

*Sammy Hurlbut*  
(Witness)

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

Init.

# 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, 2018.

*Carol J. Clark*

UNIVERSAL SURETY COMPANY

*Curt L. Hartter*



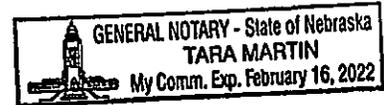
State of Nebraska }  
County of } ss.  
                          }   Lancaster

By

President

On this 16th day of February, 2018, 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*



My Commission Expires February 16, 2022.

Notary Public

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, 2020.

*Philip C. Abel*

Director



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 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.

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 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)

Seward High School  
FCS – Restroom Renovation  
Seward, Nebraska

03/20

TCEP No.: 757-006-19

Respectfully Submitted,

*Jean Jepson*

\_\_\_\_\_  
(Signature)

**Perry Reid Construction**

\_\_\_\_\_  
(Company)

**9200 Andermatt Drive, Lincoln NE 68526**

\_\_\_\_\_  
(Business Address)

**(402) 488-1666 x 141**

\_\_\_\_\_  
(Telephone Number)

(Seal, if by a Corporation)

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%)

**PROJECT:**

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

Seward High School FCS - Restroom Renovation

Project Number, if any:

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

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

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

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

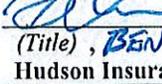
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement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

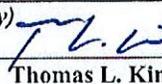
Signed and sealed this 7th day of April, 2020

  
(Witness)

  
(Witness)

Perry Reid Construction, LLC  
(Principal)  (Seal)

(Title), BEN VAN DYKE, PRESIDENT  
Hudson Insurance Company  
(Surety)  (Seal)

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


Init.



**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)



*Dina Daskalakis*  
Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY

*Christopher T. Suarez*  
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 he signed his name thereto by like order.

(Notarial Seal)



*Ann M. Murphy*  
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 27<sup>th</sup>, 2007, and has not since been revoked, amended or modified:

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

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

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



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

*Dina Daskalakis*  
By.....  
Dina Daskalakis, Corporate Secretary

## 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](tel:402-488-1666)  
Cell: [402-860-5769](tel:402-860-5769)  
[9200 Andermatt DR](http://9200AndermattDR.Lincoln,NE68526)  
[Lincoln, NE 68526](http://Lincoln,NE68526)  
[www.buildprc.com](http://www.buildprc.com)  
[www.perryreid.com](http://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.

Seward High School  
FCS - Restroom Renovation  
Seward, Nebraska

03/20

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 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 <sup>No</sup>/<sub>100</sub> 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 <sup>No</sup>/<sub>100</sub> \$ 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 <sup>No</sup>/<sub>100</sub> \$ 72<sup>00</sup> /EA

(1" Valve): seventy-seven and <sup>No</sup>/<sub>100</sub> \$ 77<sup>00</sup> /EA

(1 1/4" Valve): ninety-four and <sup>No</sup>/<sub>100</sub> \$ 94<sup>00</sup> /EA

(1 1/2" Valve): one hundred ten and <sup>No</sup>/<sub>100</sub> \$ 110<sup>00</sup> /EA

(2" Valve): one hundred ninety-three and <sup>No</sup>/<sub>100</sub> \$ 193<sup>00</sup> /EA

(2 1/2" Valve): three hundred thirty and <sup>No</sup>/<sub>100</sub> \$ 330<sup>00</sup> /EA

(3" Valve): four hundred fourteen and <sup>No</sup>/<sub>100</sub> \$ 414<sup>00</sup> /EA

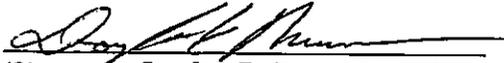
\*\*\* If the project requires materials that will be affected by future US tariffs, strikes, closures, or COVID-19 related delays, we excluded that cost from this proposal.

Seward High School  
FCS - Restroom Renovation  
Seward, Nebraska

03/20

ICEP 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



## 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 Eckhoff*  
(Witness)

*Sammy Husburt*  
(Witness)

**RaDec Construction Company, Inc.**

(Principal) *Trent Becker* (Seal)

(Title) **Travelers Casualty and Surety Company of America**

(Surety) *T.L. King* (Seal)

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



**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.

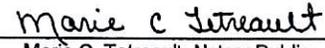
By:   
Robert L. Raney, Senior Vice President

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, 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

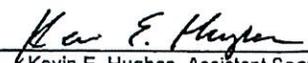
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice 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, 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](mailto: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.



TCEP No.: 757-006-19

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

\_\_\_\_\_ Dollars (\$ 484,000<sup>00</sup> ).

**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<sup>00</sup> /EA

**(1" Valve):** \_\_\_\_\_, \$ 158<sup>00</sup> /EA

**(1 1/4" Valve):** \_\_\_\_\_, \$ 182<sup>00</sup> /EA

**(1 1/2" Valve):** \_\_\_\_\_, \$ 188<sup>00</sup> /EA

**(2" Valve):** \_\_\_\_\_, \$ 263<sup>00</sup> /EA

**(2 1/2" Valve):** \_\_\_\_\_, \$ 410<sup>00</sup> /EA

**(3" Valve):** \_\_\_\_\_, \$ 535<sup>00</sup> /EA

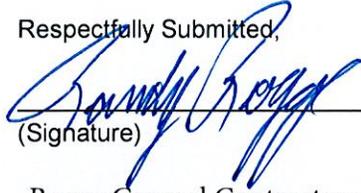


Seward High School  
FCS – Restroom Renovation  
Seward, Nebraska

03/20

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

**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:

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

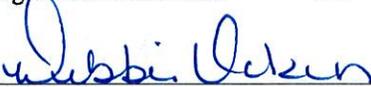
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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

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

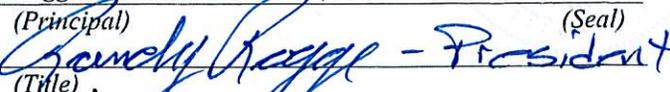
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement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

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

  
\_\_\_\_\_  
(Witness)

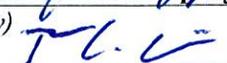
  
\_\_\_\_\_  
(Witness)

**Rogge General Contractors, Inc.**

*(Principal)* \_\_\_\_\_ *(Seal)*  
  
*(Title)*, \_\_\_\_\_

**Inland Insurance Company**

*(Surety)* \_\_\_\_\_ *(Seal)*

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

# 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.

*Carol J. Clark*

Secretary/Treasurer

By

INLAND INSURANCE COMPANY

*Curt L. Hartter*

President

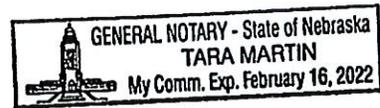


State of Nebraska }  
County of } ss. Lancaster

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 **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



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.

*Philip C. Abel*

Director



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 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  $\frac{00}{100}$   
Dollars (\$ 474,000<sup>00</sup>).

**ALTERNATES:**

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

(Alternate No. 1): TWO HUNDRED NINETEEN THOUSAND AND  $\frac{00}{100}$ , \$ 219,000<sup>00</sup>

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

(Alternate No. 2): THREE HUNDRED THIRTY FOUR THOUSAND AND  $\frac{00}{100}$ , \$ 334,000<sup>00</sup>

Alternate No. 3 - NOT USED

**UNIT PRICES:**

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

(3/4" Valve): SEVENTY DOLLARS AND  $\frac{00}{100}$ , \$ 70<sup>00</sup> /EA)  
(1" Valve): SEVENTY SIX DOLLARS AND  $\frac{00}{100}$ , \$ 76<sup>00</sup> /EA)  
(1 1/4" Valve): NINETY TWO DOLLARS AND  $\frac{00}{100}$ , \$ 92<sup>00</sup> /EA)  
(1 1/2" Valve): ONE HUNDRED EIGHT DOLLARS AND  $\frac{00}{100}$ , \$ 108<sup>00</sup> /EA)  
(2" Valve): ONE HUNDRED EIGHTY NINE DOLLARS AND  $\frac{00}{100}$ , \$ 189<sup>00</sup> /EA)  
(2 1/2" Valve): THREE HUNDRED TWENTY FOUR DOLLARS AND  $\frac{00}{100}$ , \$ 324<sup>00</sup> /EA)  
(3" Valve): FOUR HUNDRED FIVE DOLLARS AND  $\frac{00}{100}$ , \$ 405<sup>00</sup> /EA)

Seward High School  
FCS - Restroom Renovation  
Seward, Nebraska

03/20

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

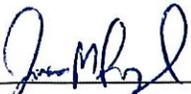
as Surety, hereinafter called the Surety, are held and firmly bound unto **Seward Public Schools** as Obligee, hereinafter called the Obligee, in the sum of **---Five Percent of the Amount Bid---**Dollars (5%), For the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents

WHEREAS, 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 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.

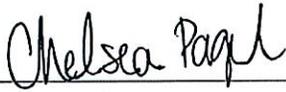
Signed and sealed this **7th** day of **April, 2020**.

  
\_\_\_\_\_  
(Witness)

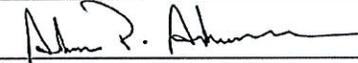
**Sampson Construction Co., Inc.**

 \_\_\_\_\_ (Seal)

(Title) Ben Huck, Vice President

  
\_\_\_\_\_  
(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  
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.



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, 2020.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

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

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

## 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



[www.sampson-construction.com](http://www.sampson-construction.com)



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## 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.
<b>Bid Bond Received:</b>	Yes	Yes	Yes	Yes	Yes	Yes	Yes
<b>Addenda Received:</b>	1,2,3	1,2,3	1,2,3	1,2,3	1,2,3	1,2,3	1,2,3
<b>Base Bid:</b>	\$690,000.00	\$430,000.00	\$503,427.00	\$459,900.00	\$473,750.00	\$484,800.00	\$474,000.00
<b>Alternate No. 1:</b> 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
<b>Alternate No. 2:</b> 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
<b>Unit Price No. 1:</b> 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 tariffs, 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.

TCEP No.: 757-006-19

**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.



TCEP No.: 757-006-19

**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 forty 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)

Seward High School  
Fire Alarm Replacement  
Seward, Nebraska

03/20

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. 48<sup>TH</sup> ST.  
LINCOLN, NE 68504**

[jjhull@hy-electric.com](mailto:jjhull@hy-electric.com)

Office: 402-466-6606  
Fax: 402-464-1575  
Cell: 402-430-3899

TCEP No.: 757-006-19

**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.

TCEP No.: 757-006-19

**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)



Seward High School  
Fire Alarm Replacement  
Seward, Nebraska

03/20

TCEP No.: 757-006-19

Respectfully Submitted,

*Sean Depson*

\_\_\_\_\_  
(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<sup>®</sup> Document A310<sup>™</sup> – 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

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  
532 Northern Height Drive  
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 - 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)

Perry Reid Construction, LLC  
(Principal) (Seal)

(Witness)

(Title), BEN VAINISKY, PRESIDENT  
Hudson Insurance Company

(Surety) (Seal)

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



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, 2016 at New York, New York.

(Corporate seal)



Dina Daskalakis, Corporate Secretary

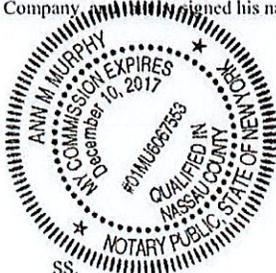
HUDSON INSURANCE COMPANY

By Christopher T. Suarez, Executive Vice President

STATE OF NEW YORK COUNTY OF NEW YORK SS.

On the 24th day of May, 2016 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 he signed his name thereto by like order.

(Notarial Seal)



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

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



Witness the hand of the undersigned and the seal of said Company this 7th day of April, 2020.

By Dina Daskalakis, Corporate Secretary

## 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](tel:402-488-1666) x 141  
Cell: [402-860-5769](tel:402-860-5769)  
[9200 Andermatt DR](mailto:9200.Andermatt.DR@permyreid.com)  
[Lincoln, NE 68526](mailto:Lincoln.NE.68526@permyreid.com)  
[www.buildprc.com](http://www.buildprc.com)  
[www.perryreid.com](http://www.perryreid.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					
<b>Bid Bond Received:</b>		Yes					
<b>Addenda Received:</b>	1, 2, 3	1, 2					
<b>Base Bid:</b>	\$205,748.00	\$147,175.00					
<b>Alternate No. E-1:</b> Alternate Fire Alarm Manufacturer in lieu of Notifier by Honeywell	\$208,852.00	\$2,600.00					
<b>Alternate No. E-1:</b> Manufacturer	Siemens	Siemens					
<b>Alternate No. E-2:</b> Free Air Cabling in lieu of Raceways	(\$16,605.00)	(\$11,400.00)					
<b>Alternate No. E-3:</b> Extend Substantial Completion Date to August 1, 2021.	\$34,560.00	\$5,000.00					
<b>Alternate No. E-3:</b> Manufacturer	Notifier	No Bid					
<b>Unit Price No. 1:</b> Provide and Install Duct Smoke Detector in Mechanical Unit	\$545.00	\$600.00					
<b>Unit Price No. 2:</b> Provide and Install Duct Smoke Detector at a Smoke Damper or Fire/Smoke Damper Location	\$502.00	\$600.00					
<b>Remarks:</b>							

**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 indicated 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.**

# PROPOSAL

March 3, 2020

Seward Public Schools  
532 Northern Heights Dr  
Seward, Ne. 68434

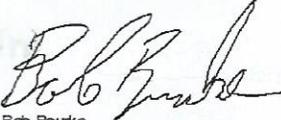
Attn: Tom Vajgrt

Re: Asbestos Floor tile and mastic abatement  
Project Location: Seward High School

Proposal for removal and disposal of 1496 sqft of carpet and mastic, and 1496 sqft floor tile and mastic. Cost is \$9345.00 and will require 4 days.

**NOTES:**

- 1) All work will be done in accordance with all applicable laws and regulations.
- 2) GL, WC, and Auto insurances at \$1.0 mil., included.
- 3) Work will be scheduled after receiving Notice to Proceed.
- 4) For Performance/Payment bond, add 3.0%.
- 5) Regular work hours are 7:00am -5:30pm, Monday through Thursday.
- 6) Approximate working time is four (4) days.
- 7) This proposal is valid for 30 days past date-stamp at top of page.
- 8) Owner to provide water and electricity.
- 9) All furnishings to be removed from area by others.
- 10) Proposal includes one set of Third Party PCM Post Abatement sampling.



Bob Bourke  
Tue Mar 3 2020 12:36:41

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Acceptance Signature and Date

**MOLD ASBESTOS LEAD**



March 16, 2020

Mr. Tom Vajgrt  
Facilities Director  
School District of Seward  
410 South Street  
Seward NE, 68434

Re: Asbestos Abatement  
Seward High School  
532 Northern Heights Drive  
Seward, NE 68434

Dear Mr. Vajgrt,

New Horizons Enterprises, LLC (New Horizons), a certified Woman-Owned Small Business, is pleased to submit the following bid for asbestos abatement at the above-mentioned property. New Horizons proposes to complete abatement based on a site walk performed on February 27, 2020, and information provided by Mr. Vajgrt. New Horizons proposes to remove up to 1,496 square feet (SF) of asbestos-containing floor tile and asbestos-containing floor tile mastic, and 1,496 SF of carpet over asbestos containing mastic from the property. Pricing is based on work being completed during standard working hours. Pricing is based on one layer of flooring material. New Horizons understands that all lower cabinets will be moved from the work area. This proposal includes 3<sup>rd</sup> party visual and TEM air clearance testing.

New Horizons will complete the removal of the above referenced asbestos materials under a Nebraska accredited abatement license.

#### **PROCEDURES**

**Staging of Supplies:** Supplies will be staged in a neat and orderly manner. Dumpsters for abatement debris will be staged as close to the work area as possible. Dumpsters will be staged for multiple days.

#### **Transportation and Disposal:**

All asbestos materials removed from the building will be bagged or wrapped and properly labeled prior to being placed into a sealed disposal bin for transport to an authorized disposal site.

**Employee Protection:** Workers will utilize half-face HEPA/APR protection. Higher levels of protection will be utilized if necessary based upon sampling levels. Additionally, all personnel on site will be required to wear proper protective clothing, including hooded Tyvek® suits, gloves, and boots.

**Worker Protection Personal Air Monitoring:** Personal air sampling is conducted during renovation or abatement projects to determine an employee's exposure (outside any respirator) to airborne fibers. Representative, daily personal monitoring during abatement projects is required by the OSHA Asbestos Standard at Title 29 *Code of Federal Regulations* (29 CFR) 1926.1101

## **SCHEDULE**

New Horizons will work with the School District of Seward to accommodate their current schedule to the best of our ability. Based on project schedule information provided by Mr. Vajgrt, work is anticipated to start early June and be completed within five to seven working days.

## **EXCLUSIONS**

The following are specifically excluded from this project:

- Any item not defined in the Scope of Work as defined herein
- Replacement of any materials removed
- Adherence to Specifications or Procedures submitted to New Horizons after proposal submission
- Cost or conditions caused by delays by others beyond New Horizons' control
- Any cutting lay outs
- All roof work
- Coordination of all utility disconnections and removals
- Removal of any MEP outside of the work area
- Removal of any MEP that is in the floor
- Patch and repair of adjacent surfaces of any removed items
- Locating and marking utilities to remain
- Architectural or engineering costs
- LEED waste tracking
- Any shoring/bracing/lintel installation
- Any prep for new construction
- Bid, Performance, and/or Payment Bonds (Add 3% if required)
- Liquidated damages
- Any temporary enclosures for exterior walls, windows, and/or ceilings
- Prevailing or Davis Bacon Wages

## **OWNER/AGENT RESPONSIBILITIES**

The Owner or his designated agent is responsible for providing to New Horizons the following:

- Electrical access
- Reasonable access to water
- Staging areas for equipment and dumpsters
- Reasonable access to the work area
- Parking for work force

**FEES**

**Asbestos Abatement**

**\$8,800.00**

**TERMS OF PAYMENT**

Payment will be progressive, net 30 days. The client will pay 1.5% per month interest penalty for any part of the month and for any amount for which the payment becomes past due.

Thank you for this opportunity to submit our proposal on this project. If you have any questions or require any additional information, please do not hesitate to contact me at (402) 318-6218. New Horizons will proceed with this work upon your written authorization and notice to proceed.

Sincerely,



Dustin Huenink  
Project Manager  
New Horizons Enterprises, LLC

ACCEPTANCE: The above proposal, including Scope of Work, Procedures and Terms and Conditions is hereby accepted. New Horizons Enterprises, LLC is authorized to proceed with the work as specified.

Accepted by:

---

Printed Name Signature

---

Title Company

---

Date

Dear Dr. Fields and Mr. Gottschalk,

Please accept this letter of retirement from me as the 6th grade Social Studies teacher. I will not be returning to teach this fall. I have enjoyed teaching and working with this great staff at the middle school. I have made many friends and many more memories, but am ready to be a full-time grandma.

Thanks,  
Deb

Administrative Team,

I am submitting my resignation effective at the end of my 2019/2020 contract with Seward Public Schools. I have accepted the position of 7-12 Principal at East Butler Public Schools. ALL of You have helped shape me into a professional that allowed me to be offered an administrative position. I want to thank the administration at SPS for all the great experiences I've had over the past nine years.

Sincerely,

Mark Cidlik

April 3, 2020

To Whom It May Concern:

It has been such a wonderful experience teaching at Seward Public Schools. I have appreciated the leadership of Mrs. Dominy, Dr. Dominy, and Dr. Fields. In saying that please accept this letter as my formal resignation from my position as third-grade teacher at Seward Elementary. I am wanting to move closer to loved ones. My final date of employment will be the end of contacted year.

Sincerely,  
Jamie Moore

**Board of Education Study Session**

School District of Seward

410 South Street

Seward, NE 68434

Monday, March 9, 2020 5:30 PM

Attendance Taken at 5:32 PM.

Paul Duer: Present  
Jill Hochstein: Present  
Jana Hughes: Present  
Jerry Rumery: Present  
Ryne Seaman: Absent  
Danielle Shipley: Present

1. Preliminary Procedures

1.1. Call meeting to order & announce Open Meetings Act is Posted

1.2. Public Notice as publicized per board policy

1.3. Roll Call

1.3.1. Action to excuse board members if necessary

Motion to excuse Ryne Seaman from tonight's meeting Passed with a motion by Jill Hochstein and a second by Jana Hughes.

Paul Duer: Yea, Jill Hochstein: Yea, Jana Hughes: Yea, Jerry Rumery: Yea, Danielle Shipley: Yea

2. Possible Discussion Items

2.1. Activity Random Drug Testing Discussion

Mr. Axt and the high school staff leadership committee discussed random drug testing.

2.2. Possible Summer Projects

Dr. Fields discussed the possible upcoming summer projects - high school FCS room and bathrooms. We have received bids for high school doors, carpet and paint. The new lobby furniture at the high school has been installed.

3. Adjournment

Jerry Rumery adjourned the meeting at 6:51 p.m.

Prepared by:  
Heidi Covert

Paul Duer  
Secretary

## Board of Education Regular Meeting

School District of Seward

410 South Street

Seward, NE 68434

Monday, March 9, 2020 7:00 PM

Attendance Taken at 7:00 PM.

Paul Duer: Present

Jill Hochstein: Present

Jana Hughes: Present

Jerry Rumery: Present

Ryne Seaman: Absent

Danielle Shipley: Present

### 1. Preliminary Procedures

1.1. Call meeting to order & announce Open Meetings Act is Posted

1.2. Public Notice as publicized per board policy

1.3. Roll Call

1.3.1. Action to excuse board members if necessary

Motion to excuse Ryne Seaman from tonight's meeting Passed with a motion by Paul Duer and a second by Jill Hochstein.

Paul Duer: Yea, Jill Hochstein: Yea, Jana Hughes: Yea, Jerry Rumery: Yea, Danielle Shipley: Yea

1.4. Pledge of Allegiance

**1.5 Mission The school district of Seward--where every student, every day is a success--affirms that all students will have the skills to become productive and contributing members of a global community. In cooperation with family and community members, the district is committed to the development of each student academically, emotionally, socially, and physically.**

1.6. Approval of Agenda

Motion to approve the agenda as presented Passed with a motion by Paul Duer and a second by Danielle Shipley.

Paul Duer: Yea, Jill Hochstein: Yea, Jana Hughes: Yea, Jerry Rumery: Yea, Danielle Shipley: Yea

2. Public Forum: (The Board President reserves the right to place time limits on individuals and topics.)

2.1. Public Forum on Agenda Items: This is your opportunity to speak to items on the agenda. If you are not a part of the presentation of the agenda item you need to speak now. Thank you for your participation.

There was none.

2.2. Public Forum on Any Topic: This is your opportunity to speak to any topic concerning the school district. Since it is not an agenda item the board cannot discuss or take action at this time on the matter. Future discussion can be requested as an agenda item. Thank you for your participation.

There was none.

### 3. Reports

#### 3.1. Administrator Reports

Written reports were received from the administrators.

#### 3.2. Student Board Report

Emily O'Keif presented her report to the board.

#### 3.3. Superintendent's Report

Dr. Fields updated the board on legislative issues, York/Seward Manufacturing Committee, A.L.I.C.E. training for staff, and Seward Police have badges for the schools. Kindergarten numbers were discussed for the upcoming school year. Dr. Fields and Ryne Seaman attended a TIF meeting last Monday with senators and last Wednesday with city officials.

#### 3.4. Multicultural Report

Dr. Dominy discussed the multicultural report.

#### 3.5. Employee Assistance Program

Dr. Fields presented info to the board about usage of the employees assistance program that we started this year.

### 4. Discussion Items

#### 4.1. ReVision Grant Update

Dr. Dominy updated the board on the ReVision Grant meetings. We looked at what our goals would be, what our Perkins money would be spent on and what our Perkins goals would be.

#### 4.2. COVID-19

Dr. Fields discussed COVID-19 and what Seward Schools is looking at doing.

### 5. Old Business

### 6. New Business

#### 6.1. Carpet Bid for High School Math Wing

Motion to accept the bid of \$16,687 from Midwest Floor Covering Inc. Passed with a motion by Paul Duer and a second by Jana Hughes.

Paul Duer: Yea, Jill Hochstein: Yea, Jana Hughes: Yea, Jerry Rumery: Yea, Danielle Shipley: Yea

#### 6.2. Door Bid for Seward High School

Motion to accept the bid of \$61,300 from M&O door company for Seward High School. Passed with a motion by Jana Hughes and a second by Paul Duer.

Paul Duer: Yea, Jill Hochstein: Yea, Jana Hughes: Yea, Jerry Rumery: Yea, Danielle Shipley:  
Yea

### 6.3. Recognize SEA for the 2020-2021 School Year

Motion to approve the Seward Education Association as the sole collective bargaining agent for teachers for the 2021-2022 contract year Passed with a motion by Paul Duer and a second by Jill Hochstein.

Paul Duer: Yea, Jill Hochstein: Yea, Jana Hughes: Yea, Jerry Rumery: Yea, Danielle Shipley:  
Yea

## 7. Personnel

### 7.1. Resignation of Craig Frederick

Motion to accept the resignation of Craig Frederick at the end of the 2019-2020 school year.  
Passed with a motion by Jana Hughes and a second by Danielle Shipley.

Jill Hochstein: Nay, Paul Duer: Yea, Jana Hughes: Yea, Jerry Rumery: Yea, Danielle Shipley:  
Yea

### 7.2. Resignation of Natasha Hibbert

Motion to accept the resignation of Natasha Hibbert at the end of the 2019-2020 school year  
Passed with a motion by Danielle Shipley and a second by Jill Hochstein.

Paul Duer: Yea, Jill Hochstein: Yea, Jana Hughes: Yea, Jerry Rumery: Yea, Danielle Shipley:  
Yea

### 7.3. Middle School Band

Motion to offer teaching contract for middle school band to Brandon Watson for the 2020-2021  
school year. Passed with a motion by Paul Duer and a second by Jana Hughes.

Paul Duer: Yea, Jill Hochstein: Yea, Jana Hughes: Yea, Jerry Rumery: Yea, Danielle Shipley:  
Yea

### 7.4. Elementary Special Education Teacher

Motion to offer teaching contract to Karen Butcher for the 2020-2021 school year Passed with a  
motion by Danielle Shipley and a second by Jill Hochstein.

Paul Duer: Yea, Jill Hochstein: Yea, Jana Hughes: Yea, Jerry Rumery: Yea, Danielle Shipley:  
Yea

## 8. Future Agenda Items

Clark Enersen bids

Random Drug & Alcohol testing for activities

## 9. Consent Agenda

### 9.1. Approval of Minutes

### 9.2. Approval of Financial Reports

#### 9.2.1. Treasurer

#### 9.2.2. Budget

#### 9.2.3. Activities

9.2.4. Athletic

9.3. Approval of Claims

9.3.1. General Fund - \$1,434,287.36

9.3.2. Special Building Fund - \$9,318.68

9.4. Approval of Consent Agenda

Motion to approve the consent agenda as presented Passed with a motion by Jill Hochstein and a second by Paul Duer.

Paul Duer: Yea, Jill Hochstein: Yea, Jana Hughes: Yea, Jerry Rumery: Yea, Danielle Shipley: Yea

10. Adjournment

Motion to adjourn the meeting at 8:33 PM with the next study session and regular board meeting scheduled for Monday, April 13 at 5:30 and 7:00 PM Passed with a motion by Jana Hughes and a second by Jill Hochstein.

Paul Duer: Yea, Jill Hochstein: Yea, Jana Hughes: Yea, Jerry Rumery: Yea, Danielle Shipley: Yea

Prepared by:  
Heidi Covert

Paul Duer  
Secretary

**Board of Education Special Meeting Template**  
School District of Seward  
410 South Street  
Seward, NE 68434  
Wednesday, March 25, 2020 5:00 PM

Attendance Taken at 5:02 PM.

Paul Duer: Present  
Jill Hochstein: Present  
Jana Hughes: Present  
Jerry Rumery: Present  
Ryne Seaman: Present  
Danielle Shipley: Present

1. Preliminary Procedures

1.1. Call meeting to order & announce Open Meetings Act is Posted

1.2. Public Notice as publicized per board policy

1.3. Roll Call

1.3.1. Action to excuse board members if necessary

2. Public Forum: (The Board President reserves the right to place time limits on individuals and topics.)

2.1. Public Forum on Agenda Items: This is your opportunity to speak to items on the agenda. If you are not a part of the presentation of the agenda item you need to speak now. Thank you for your participation.

There was none.

2.2. Public Forum on Any Topic: This is your opportunity to speak to any topic concerning the school district. Since it is not an agenda item the board cannot discuss or take action at this time on the matter. Future discussion can be requested as an agenda item. Thank you for your participation.

There was none.

3. Discussion Items

3.1. COVID-19

Dr. Fields discussed COVID-19 and remote learning with the board. Dr. Fields and Ryne Seaman thanked the staff for all of their hard work with remote learning. Dr. Fields discussed hourly employees and how we are moving forward with them during this difficult time. Third term grads, last day of school, hot spots for students with no internet, graduation and prom were also discussed.

4. Possible Action Items

#### 4.1. Emergency Response Resolution

Motion to approve the Emergency Response Resolution for Seward Public Schools Passed with a motion by Jana Hughes and a second by Danielle Shipley.

Paul Duer: Yea, Jill Hochstein: Yea, Jana Hughes: Yea, Jerry Rumery: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea

#### 4.2. Addendum to Negotiated Agreement

Motion to approve the Addendum to Seward Public Schools Negotiated Agreement for 2019-2020. Passed with a motion by Paul Duer and a second by Jerry Rumery.

Paul Duer: Yea, Jill Hochstein: Yea, Jana Hughes: Yea, Jerry Rumery: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea

#### 4.3. Rescind Resignation of Craig Frederick

Motion to rescind the resignation of Craig Frederick for the 2020-2021 school year. Passed with a motion by Paul Duer and a second by Jill Hochstein.

Paul Duer: Yea, Jill Hochstein: Yea, Jana Hughes: Yea, Jerry Rumery: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea

#### 5. Adjournment

Motion adjourn the meeting at 6:00 PM with the next study session and regular board meeting scheduled for April 13, 2020 at 5:30 and 7:00 PM Passed with a motion by Jana Hughes and a second by Danielle Shipley.

Paul Duer: Yea, Jill Hochstein: Yea, Jana Hughes: Yea, Jerry Rumery: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea

Prepared by:  
Heidi Covert

Paul Duer  
Secretary

**SCHOOL DISTRICT OF SEWARD  
TREASURER'S REPORT  
FOR THE MONTH  
ENDED MARCH 31, 2020**

**GENERAL FUND (ACCOUNT NUMBER 100-172)**

Bank Balance		1,916,840.17
Bob Dahms--Local Taxes	267,348.85	
Karey Adamy--Local Taxes	6,686.66	
Seward Hot Lunch--Reimbursement	72,783.00	
Whitney Bartels--Preschool	90.00	
Elizabeth Reynolds--Preschool	84.00	
Leslie Leiting--Preschool	150.00	
Nidal Damanhoury--Preschool	90.00	
Anna Hiser--Preschool	90.00	
Tammy Anstine--Preschool	87.00	
Sharon Koranda--Preschool	159.00	
St Johns--Transportation	750.00	
Christine Towle--Career Academy Pymt	108.00	
SHS--Royuk Concordia AP Class	560.00	
State of Nebraska--State Aid	25,208.00	
State of Nebraska--Textbook Loan	11,578.77	
State of Nebraska--PEAK Grant	4,000.00	
State of Nebraska--SPED	114,682.00	
Seward County Clerk--Butler Jury Duty	146.40	
Seward Wrestling Club--Rental	315.00	
Jones Bank - Interest	176.90	
		<u>505,093.58</u>
Disbursements for the Month -----		2,421,933.75
Returned Fee & Check -----		86.00
Bank Balance -----		982,205.21
Less Outstanding Checks -----		<u>279,354.63</u>
Available Balance -----		<u>702,850.58</u>

**GENERAL RESERVE FUND (ACCOUNT NUMBER 461-170)**

Beginning Balance -----		1,076,588.26
Transfer to General Fund for Cash Flow Purposes -----		0.00
Interest -----		550.09
Bank Balance -----		<u>1,077,138.35</u>

CD #47286 CNB--Interest Rate: 1.56%-Maturity Date 4/29/2020	1,500,000.00
CD #70001363 JNB--Interest Rate: 1.75%--Maturity Date 3/31/2020	<u>1,000,771.44</u>
	2,500,771.44

**TOTAL IN GENERAL RESERVE FUND                   3,577,909.79**

**SCHOOL DISTRICT OF SEWARD  
TREASURER'S REPORT  
FOR THE MONTH  
ENDED MARCH 31, 2020**

**DEPRECIATION FUND (ACCOUNT NUMBER 154--006)**

Beginning Account Balance -----	203,728.42
Deposits: Jones Bank-----	0.00
Disbursements: -----	0.00
Interest-----	<u>24.28</u>
Bank Balance -----	<u>203,752.70</u>

CD#70001309--JB--1.57% DATE DUE 05/07/2020-----	545,142.55
CD#70001364-JNB--1.75% DATE DUE 3/31/2020-----	<u>760,320.83</u>

TOTAL CD'S 1,305,463.38

**TOTAL IN DEPRECIATION FUND ACCOUNTS 1,509,216.08**

**SPECIAL BUILDING FUND (ACCOUNT NUMBER 10-074-9)**

Beginning Balance -----	1,339,695.26
Deposits: Bob Dahms--Local Taxes-----	4,304.96
Karey Adamy--Loal Taxes-----	123.39
Cattle Bank - Interest-----	0.00
Disbursements -----	<u>68,070.68</u>
Interest-----	<u>282.02</u>
Bank Balance -----	<u>1,276,334.95</u>

CD#70001365-JNB-1.75% DATE DUE 3/31/2020-----	<u>233,941.59</u>
---	-------------------

**TOTAL IN SPECIAL BUILDING FUND ACCOUNTS 1,510,276.54**

**UNEMPLOYMENT FUND ACCOUNT (ACCT # 473-633)**

Beginning Balance -----	29,080.22
Interest -----	5.06
Disbursements -----	<u>0.00</u>
Bank Balance -----	<u>29,085.28</u>

**GIFTS AND DONATIONS (ACCT # 162036)**

Beginning Balance -----	34,417.94
Interest-----	4.10
Disbursements -----	<u>0.00</u>
Bank Balance -----	<u>34,422.04</u>

**SCHOOL DISTRICT OF SEWARD  
TREASURER'S REPORT  
FOR THE MONTH  
ENDED MARCH 31, 2020**

**QUALITY CAPITAL PURPOSE UNDERTAKING FUND (ACCT #640-822)**

Beginning Balance -----	91,208.49
Bob Dahms & Karey Adamy --Local Taxes -----	1,812.78
Interest -----	11.01
Disbursements -----	0.00
Bank Balance -----	<u>93,032.28</u>

**BOARD REVOLVING FUND (ACCOUNT NUMBER 159-913)**

Beginning Balance -----	14,786.89
Deposits: SPS -----	0.00
Interest -----	1.76
Disbursements -----	59.14
Bank Balance -----	<u>14,729.51</u>

**HOT LUNCH FUND (ACCOUNT # 10 353 5)**

Beginning Balance -----	156,629.36
Interest -----	27.71
State of NE Payments -----	24,220.21
Other Receipts -----	35,821.46
Disbursements -----	<u>72,881.07</u>
Bank Balance -----	143,817.67
Amount Due District -----	<u>64,162.19</u>
Available Balance -----	<u>79,655.48</u>

**STUDENT FEE FUND (ACCOUNT #668-157)**

Beginning Balance -----	1,291.26
Receipts: Seward High School Activity Fund -----	0.00
Interest -----	0.00
Disbursements -----	0.00
Bank Balance -----	<u>1,291.26</u>

**SCHOOL DISTRICT OF SEWARD  
TREASURER'S REPORT  
FOR THE MONTH  
ENDED MARCH 31, 2020**

**BOND FUND (ACCOUNT #60000586)**

Beginning Balance-----	485,870.66
Bob Dahms - Taxes-----	21,848.99
Karey Adamy - Taxes-----	538.73
Cattle Bank - Interest-----	0.00
Interest-----	59.64
Disbursements-----	0.00
Bank Balance -----	<u>508,318.02</u>
CD#70001325--JNB RATE OF 1.83% DATE DUE 6/01/2020-----	<u>350,000.00</u>

**TOTAL IN BOND FUND ACCOUNT**

**858,318.02**

**Heidi Covert, Treasurer**

**BUDGET PRINTOUT  
RECAPITULATION  
MARCH 31, 2020**

**RECEIPTS PORTION OF THE 2019-2020 BUDGET**

	AMOUNT BUDGETED	AMOUNT RECEIVED	AMOUNT REMAINING	% RECEIVED TO DATE
RECEIPTS	20,630,000.00	9,124,117.51	11,505,882.49	44.23%
HOT LUNCH		<u>506,055.83</u>		
TOTAL RECEIPTS		9,630,173.34	10,999,826.66	

**EXPENDITURES PORTION OF THE 2019-2020 BUDGET**

CATEGORY	BUDGET	SPENT	REMAINING	% EXPENDED
REG INSTRUCTION	9,500,000.00	5,177,725.92	4,322,274.08	54.50%
SPECIAL ED	3,200,000.00	1,446,395.41	1,753,604.59	45.20%
SS--PUPILS	1,900,000.00	564,258.62	1,335,741.38	29.70%
SS-INSTRUCTION	550,000.00	283,673.34	266,326.66	51.58%
GENERAL ADM	395,000.00	174,652.51	220,347.49	44.22%
PRIN ADMIN	1,000,000.00	596,503.69	403,496.31	59.65%
GEN BUSINESS	400,000.00	141,368.68	258,631.32	35.34%
OPER/MAINT	2,200,000.00	913,266.58	1,286,733.42	41.51%
TRANSPORTATION	860,000.00	407,808.85	452,191.15	47.42%
FOUNDATION	14,000.00	0.00	14,000.00	0.00%
TRANSFERS	4,000.00	11,679.09	-7,679.09	291.98%
GEN FUND TOTALS	20,023,000.00	9,717,332.69	10,305,667.31	48.53%
FEDERAL FUNDS	607,000.00	387,198.12	219,801.88	63.79%
SIXPENCE		98,170.30		
GRAND TOTAL	20,630,000.00	10,202,701.11	10,427,298.89	49.46%
HOT LUNCH	869,586.00	537,079.12		
TOTAL	21,499,586.00	10,739,780.23		

04/03/20

Seward Middle School  
Balance Sheet Standard  
As of March 31, 2020

Mar 31, '20

ASSETS

Current Assets

Checking/Savings

FCCLA	81.76
Book Fair	926.80
Art	461.72
PTO	4,149.03
Sports Buttons	2,911.59
Music	706.59
Athletics	45,484.38
Band	61.78
Builders Club	919.43
Bully Response Team	944.83
Courtesy Fund	1,142.53
FCS	0.16
Industrial Arts	512.87
Interest	312.11
Library	1,417.05
Milk	0.94
MS Computer	3.10
Outdoor Ed	19,475.10
PE	440.27
Project Citizen	728.83
Sales Tax	7.61
Student Council	3,942.03
Wellness	462.50
Yearbook	10,666.31

Total Checking/Savings 95,759.32

Total Current Assets 95,759.32

TOTAL ASSETS 95,759.32

LIABILITIES & EQUITY

Equity

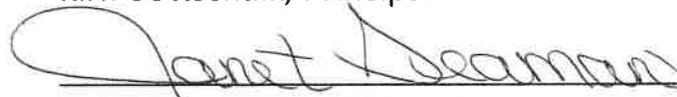
Opening Bal Equity 95,759.32

Total Equity 95,759.32

TOTAL LIABILITIES & EQU... 95,759.32



Kirk Gottschalk, Principal



Janet Seaman, Bookkeeper

04/03/20

Seward Middle School  
Balance Sheet Detail  
As of March 31, 2020

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
General Journal	03/02/20				X	-SPLIT-	126.92	126.92
General Journal	03/03/20	9358	Durham Museum	8th Field Trip	X	Interest	-515.00	-388.08
General Journal	03/04/20	9359	Pepsi		X	Athletics	-322.05	-710.13
General Journal	03/05/20	9360	Culligan Water		X	Courtesy Fund	-55.00	-765.13
General Journal	03/05/20	9361	Pac 'N Save		X	Athletics	-54.00	-819.13
General Journal	03/05/20				X	-SPLIT-	122.00	-697.13
General Journal	03/12/20	9362	Mairin Wehrbein	Dodgeball	X	Student Council	-28.00	-725.13
General Journal	03/12/20				X	-SPLIT-	5,611.00	4,885.87
General Journal	03/13/20	9363	Jill Bisbee	6th grade conc...	X	Music	-81.32	4,804.55
General Journal	03/16/20	9364	Pam McConnell	Accompanist	X	Music	-150.00	4,654.55
General Journal	03/16/20	9365	Austin Plastics & Supply		X	Athletics	-27.95	4,626.60
General Journal	03/16/20				X	Yearbook	440.00	5,066.60
General Journal	03/19/20	9366	Lou's Sporting Goods		X	Athletics	-1,142.36	3,924.24
General Journal	03/19/20				X	Yearbook	60.00	3,984.24
General Journal	03/24/20	9367	Amazon		X	Sports Buttons	-486.30	3,497.94
General Journal	03/25/20	9368	Seward High School	Activity Passes	X	Athletics	-3,430.00	67.94
General Journal	03/31/20				X	-SPLIT-	313.47	381.41
General Journal	03/31/20				X	Interest	21.57	402.98
Total Opening Bal Equity							402.98	402.98
Retained Earnings								0.00
Total Retained Earnings								0.00
Net Income								0.00
Total Net Income								0.00
Total Equity							402.98	402.98
TOTAL LIABILITIES & EQUITY							402.98	402.98



**Seward High School  
General Ledger Report  
Financial Report**

<b>From Date:</b>	3/1/2020
<b>To Date:</b>	3/31/2020

<b>From Acct:</b>	1
<b>To Account:</b>	999999

Acct.	Account Name	Beg. Bal.	Recpt/JV	Disb/JV	Transfer	End. Bal.	YTD	
							Payable	Work Bal.
000400	FBLA	\$1,498.90	\$120.00	\$0.00	\$453.00	\$2,071.90	\$0.00	\$2,071.90
000410	FFA	\$21,150.83	\$0.00	(\$791.41)	\$997.00	\$21,356.42	\$0.00	\$21,356.42
000415	FCS LAB FEES	\$7,305.00	\$105.00	\$0.00	\$0.00	\$7,410.00	\$0.00	\$7,410.00
000418	DISTRICT 2 FCCLA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
000420	FCCLA	\$8,155.85	\$0.00	(\$30.00)	\$544.00	\$8,669.85	\$0.00	\$8,669.85
000425	DRILL TEAM/DANCE	\$3,400.43	\$600.00	\$0.00	\$0.00	\$4,000.43	\$0.00	\$4,000.43
000430	SOCIAL MEDIA TEAM	\$5,196.98	\$1,000.00	\$0.00	\$0.00	\$6,196.98	\$0.00	\$6,196.98
000440	LEADERSHIP TEAM	\$2,854.43	\$400.00	\$0.00	\$0.00	\$3,254.43	\$0.00	\$3,254.43
000445	E SPORTS	\$4.00	\$0.00	\$0.00	\$0.00	\$4.00	\$0.00	\$4.00
000450	MATH	\$44.46	\$0.00	\$0.00	\$0.00	\$44.46	\$0.00	\$44.46
000460	SCIENCE LAB FEES	\$461.32	\$0.00	\$0.00	\$0.00	\$461.32	\$0.00	\$461.32
000470	KEY CLUB	\$1,421.19	\$322.00	\$0.00	\$272.00	\$2,015.19	\$0.00	\$2,015.19
000475	SPANISH ACCOUNT	\$66.94	\$0.00	\$0.00	\$0.00	\$66.94	\$0.00	\$66.94
000490	ART	\$4,968.90	\$115.00	\$0.00	\$0.00	\$5,083.90	\$0.00	\$5,083.90
000495	Study Abroad	\$627.49	\$1,098.00	(\$15.23)	\$1,269.00	\$2,979.26	\$0.00	\$2,979.26
000500	YEARBOOK	\$8,091.09	\$40.00	\$0.00	\$0.00	\$8,131.09	\$0.00	\$8,131.09
000520	BAND TRIP	\$2,967.46	\$1,345.00	\$0.00	\$0.00	\$4,312.46	\$0.00	\$4,312.46
000530	SPEECH	(\$402.00)	\$0.00	(\$324.17)	\$0.00	(\$726.17)	\$0.00	(\$726.17)
000535	DRAMATICS	\$4,204.98	\$0.00	\$0.00	\$0.00	\$4,204.98	\$0.00	\$4,204.98
000540	LIBRARY	\$1,371.93	\$0.00	\$0.00	\$0.00	\$1,371.93	\$0.00	\$1,371.93
000545	ALL SCHOOL READS	\$650.00	\$0.00	\$0.00	\$0.00	\$650.00	\$0.00	\$650.00
000550	BAND	\$1,725.94	\$300.00	\$0.00	\$0.00	\$2,025.94	\$0.00	\$2,025.94
000554	CHEERLEADERS	\$2,119.86	\$300.00	\$0.00	\$816.00	\$3,235.86	\$0.00	\$3,235.86
000555	CHORUS	\$10,025.36	\$0.00	(\$1,512.60)	\$0.00	\$8,512.76	\$0.00	\$8,512.76
000560	INDUSTRIAL ARTS/WOO	\$858.34	\$60.00	(\$350.48)	\$0.00	\$567.86	\$0.00	\$567.86
000565	TECH PREP/SKILLS USA	\$7,326.00	\$1,044.00	(\$8,426.00)	\$725.00	\$669.00	\$0.00	\$669.00
000570	AUTO/WELDING	\$554.43	\$40.00	\$0.00	\$0.00	\$594.43	\$0.00	\$594.43
000575	POWER DRIVE	\$36.57	\$0.00	\$0.00	\$0.00	\$36.57	\$0.00	\$36.57
000580	PAY TO PLAY	\$1,977.27	\$460.00	\$0.00	\$0.00	\$2,437.27	\$0.00	\$2,437.27
000600	PHYSICAL EDUCATION	\$34.11	\$0.00	\$0.00	\$0.00	\$34.11	\$0.00	\$34.11
000615	REVOLVING ACCT	\$250.12	\$0.00	\$0.00	\$0.00	\$250.12	\$0.00	\$250.12
000620	NOW ACCOUNT	\$5,892.84	\$60.71	(\$60.00)	\$0.00	\$5,893.55	\$0.00	\$5,893.55
000700	SOCIAL STUDIES SCHOL	\$50.00	\$0.00	\$0.00	\$0.00	\$50.00	\$0.00	\$50.00
000800	ATHLETICS	\$73,068.91	\$11,563.36	(\$9,935.38)	\$1,087.50	\$75,784.39	\$0.00	\$75,784.39
000825	WEIGHTROOM	\$195.04	\$0.00	\$0.00	\$0.00	\$195.04	\$0.00	\$195.04
000850	PRIDE	\$1,156.34	\$0.00	\$0.00	\$0.00	\$1,156.34	\$0.00	\$1,156.34

**Seward High School  
General Ledger Report  
Financial Report**

<b>From Date:</b>	3/1/2020
<b>To Date:</b>	3/31/2020

<b>From Acct:</b>	1
<b>To Account:</b>	999999

Acct.	Account Name	Beg. Bal.	Recpt/JV	Disb/JV	Transfer	End. Bal.	YTD	
							Payable	Work Bal.
000860	AOK	\$0.00	\$300.00	\$0.00	\$0.00	\$300.00	\$0.00	\$300.00
000870	STUDENT HELP FUND	\$431.73	\$0.00	\$0.00	\$0.00	\$431.73	\$0.00	\$431.73
000900	MEMORIALS	\$70.00	\$0.00	\$0.00	\$0.00	\$70.00	\$0.00	\$70.00
000950	IPAD FEES	\$3,965.20	\$120.00	\$0.00	\$0.00	\$4,085.20	\$0.00	\$4,085.20
000955	HORTICULTURE	\$145.00	\$0.00	\$0.00	\$0.00	\$145.00	\$0.00	\$145.00
002015	CLASS OF 2015	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
002016	CLASS OF 2016	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
002017	CLASS OF 2017	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
002018	CLASS OF 2018	\$1,232.72	\$0.00	\$0.00	\$0.00	\$1,232.72	\$0.00	\$1,232.72
002019	CLASS OF 2019	\$285.63	\$0.00	\$0.00	\$0.00	\$285.63	\$0.00	\$285.63
002020	CLASS OF 2020	\$1,223.50	\$0.00	\$0.00	\$0.00	\$1,223.50	\$0.00	\$1,223.50
002021	Class of 2021	\$3,910.68	\$0.00	\$0.00	\$0.00	\$3,910.68	\$0.00	\$3,910.68
002022	CLASS OF 2022	\$2,267.00	\$0.00	\$0.00	\$181.00	\$2,448.00	\$0.00	\$2,448.00
002023	CLASS OF 2023	\$413.00	\$0.00	\$0.00	\$453.00	\$866.00	\$0.00	\$866.00
<b>Group Total</b>		\$260,151.37	\$24,441.57	(\$24,291.89)	\$0.00	\$260,301.05	\$0.00	\$260,301.05
<b>Activity Accounts Grand Total</b>		\$260,151.37	\$24,441.57	(\$24,291.89)	\$0.00	\$260,301.05	\$0.00	\$260,301.05
992	CHECK ACCOUNT	\$260,151.37	\$24,441.57	(\$24,291.89)	\$0.00	\$260,301.05	\$0.00	\$260,301.05
<b>General Ledger Grand Total</b>		\$260,151.37	\$24,441.57	(\$24,291.89)	\$0.00	\$260,301.05	\$0.00	\$260,301.05

I have reviewed the above ledger report and attached reports for the current month. I find them accurate and complete to the best of my knowledge.

Bookkeeper: Mary Russell Date: 4/1/20  
 Principal: [Signature] Date: 4/2/20

## Seward High School Bank Reconciliation Report

From Date:	3/1/2020
To Date:	3/31/2020

Checking Account

992

Ending Balance on Statement dated 3/31/2020 ->	\$275,146.38
Add: Outstanding Deposits (Bank Deposits) -> +	\$0.00
Less Outstanding Checks:	\$14,845.33
CHECK ACCOUNT Cash Balance as of 3/31/2020	\$260,301.05 ***
Cash Balance for Checking as of 3/1/2020	\$260,151.37
Add: Total Deposits (Bank Deposits)	\$24,441.57
Less: Total Checks and Withdrawals	(\$24,291.89)
Computer Cash Balance as of 3/31/2020	\$260,301.05 ***

### Summary of Asset Accounts

GL Acct Account Name	Beg. Bal.	Recpt/JV	Disb/JV	Transfer	End. Bal.
992 CHECK ACCOUNT	\$260,151.37	\$24,441.57	(\$24,291.89)	\$0.00	\$260,301.05 ***
Grand Total	\$260,151.37	\$24,441.57	(\$24,291.89)	\$0.00	\$260,301.05

I have reviewed the above ledger report and attached reports for the current month. I find them accurate and complete to the best of my knowledge.

Bookkeeper: Mary Russell Date: 4/2/20  
 Principal: [Signature] Date: 4/2/20

\*\*\* Entries Must match

<b>From Date:</b>	3/1/2020
<b>To Date:</b>	3/31/2020

**Seward High School  
Reconciliation Report**

<b>From Acct:</b>	800
<b>To Account:</b>	800

Date:	Payee Source:	Invoice	PO	Doc Ref.	Recpt/JV	Disb/JV	Transfer	Balance.	Offset Acct.
<b>Activity Acct: 800</b>		<b>ATHLETICS</b>				<b>Beginning Balance:</b>		<b>\$73,068.91</b>	
<b>Advisor: John Moody</b>									
3/2/2020	NSAA		13373	57039	\$0.00	\$1,075.14	\$0.00	\$71,993.77	992
	GBB DIST D1-1 FINAL								
3/2/2020	TWIN RIVER HIGH		13373	57040	\$0.00	\$366.84	\$0.00	\$71,626.93	992
	GBB DIST D1-1 FINAL								
3/2/2020	WEEPING WATER		13373	57041	\$0.00	\$348.14	\$0.00	\$71,278.79	992
	GBB DIST D1-1 FINAL								
3/2/2020	RECEIPTS			6199	\$2,883.00	\$0.00	\$0.00	\$74,161.79	992
	GBB DIST D1-1 FINAL GATE								
3/3/2020	RECEIPTS			6202	\$4,600.45	\$0.00	\$0.00	\$78,762.24	992
	BLJY BOOSTER CLB DONATION								
3/4/2020	RECEIPTS			6209	\$100.00	\$0.00	\$0.00	\$78,862.24	992
	ACTIVITY PASSES								
3/9/2020	WELLS FARGO		13388	57056	\$0.00	\$54.40	\$0.00	\$78,807.84	992
	FB UNIFORM STORAGE BINS								
3/9/2020	MERLES FLOWER	0000441	13385	57059	\$0.00	\$29.00	\$0.00	\$78,778.84	992
	SENIOR NIGHT FLOWERS								
3/10/2020	LOU'S SPORTING	ATE74418	13293	57066	\$0.00	\$507.99	\$0.00	\$78,270.85	992
	BB HITTING NET, BALLS								
3/10/2020	RECEIPTS			6210	\$280.00	\$0.00	\$0.00	\$78,550.85	992
	BASEBALL HATS								
3/10/2020	RECEIPTS			6212	\$169.91	\$0.00	\$0.00	\$78,720.76	992
	BBB B6 DIST REIMB								
3/10/2020	RECEIPTS			6214	\$20.00	\$0.00	\$0.00	\$78,740.76	992
	ACTIVITY PASS								
3/12/2020	IMPACT APPLICATIONS,	20201379	13351	57073	\$0.00	\$120.00	\$0.00	\$78,620.76	992
	ADD'L CONC BASELINE TESTS								
3/12/2020	RECEIPTS			6217	\$40.00	\$0.00	\$0.00	\$78,660.76	992
	BASEBALL HATS								
3/12/2020	RECEIPTS			6219	\$20.00	\$0.00	\$0.00	\$78,680.76	992
	ACTIVITY PASS								
3/13/2020	Transfer				\$0.00	\$0.00	\$1,087.50	\$79,768.26	275
	15% WINTER CONCESSIONS								
3/17/2020	RECEIPTS			6222	\$20.00	\$0.00	\$0.00	\$79,788.26	992
	ACTIVITY PASS								
3/19/2020	RIDDELL/ALL	60402829	13401	57074	\$0.00	\$6,673.45	\$0.00	\$73,114.81	992
	FB UNIFORMS								
3/25/2020	AMAZON		13340	57075	\$0.00	\$67.50	\$0.00	\$73,047.31	992
	TRACK EQUIP - BUNGEEES/CROSSBAR								
3/25/2020	HAUFF SPORTING	69220	13347	57076	\$0.00	\$136.04	\$0.00	\$72,911.27	992
	SOCCER KEEPER JERSEYS/GLOVES								
3/27/2020	BIG GAME	64113	13342	57077	\$0.00	\$556.88	\$0.00	\$72,354.39	992
	VAR FB GAME BALLS								
3/30/2020	RECEIPTS			6234	\$3,430.00	\$0.00	\$0.00	\$75,784.39	992
	SMS - ACTIVITY PASSES								

Date:	Payee Source:	Invoice	PO	Doc Ref.	Recpt/JV	Disb/JV	Transfer	Balance.	Offset Acct.	
Activity Acct: <u>800</u>		<u>ATHLETICS</u>			Beginning Balance:			\$73,068.91		
Advisor: <u>John Moody</u>										
<b>Totals</b>				\$11,563.36	\$9,935.38	\$1,087.50		<u>\$75,784.39</u>		
							Accounts Payable	\$0.00		
							Working Balance	<u>\$75,784.39</u>		
							Currently Encumbered (PO)	\$0.00		

I have reviewed the above ledger report and attached reports for the current month. I find them accurate and complete to the best of my knowledge.

Bookkeeper: Mary Russell Date: 4/2/20  
 Principal: [Signature] Date: 4/2/20

**SCHOOL DISTRICT OF SEWARD  
PROPOSED WARRANTS  
APRIL 13, 2020**

Salaries for March	Salaries	584,848.52
Jones Bank	FIT/FICA	19,256.98
Tennessee Child Support Services	Garnishment	159.98
Jones Bank	FIT/FICA	159,201.92
Five Points Bank	Lease	90.00
Nebraska Child Support Payment Ctr	Garnishment	2,705.00
ASPIRE	403b	11,325.00
Jones Bank	FIT/FICA	15,887.61
Tennessee Child Support Services	Garnishment	159.98
Pitney Bowes	Postage	2,500.00
NPERS	Retirement	162,700.76
Nebraska Department of Revenue	State Tax	29,068.99
Pay Flex	Section 125	12,275.85
Ahern	Maintenance	678.00
Amazon	Supplies/books	1,564.92
Americom	Maintenance	1,760.00
ASCD	Staff Dev.	1,200.00
Awards Unlimited, Inc	Supplies	11.69
BEST	Pupil Services	13,408.48
Bisbee, Jill	Supplies	210.05
Bjork, Ron	St. John's Title IIA	105.00
BlueCross BlueShield	Health Insurance	192,552.26
Butler County Clinic, PC	Transportation	150.00
Canon Financial Services	Lease	1,219.44
Capital Business Systems, Inc	Lease	2,056.85
Card Services	Supplies	539.96
CareerSafe	Subscriptions	225.00
Cash-Wa Distributing	Food	5,677.82
Cavalry SPV I LLC	Garnishment	497.34
CCS Presentation Systems	Software	1,524.60
CDWG	Technology	480.09
Centerpoint	Utilities	11,341.61
Central Nebraska Rehabilitation Services	Pupil Services	3,142.05
City of Seward Utility Dept	Utilities	23,014.57
Computer Hardware	Technology	1,298.00
Culligan	Maintenance	35.00
DAS State Accounting	Distance Learning	229.32
Dean Foods	Food	3,018.82
Demco	Supplies	213.03
DWF	Supplies	710.99
Dwight Haupt's Piano Service	Repairs	526.98
Eakes Office Solutions	Maintenance	937.88
Echo	Maintenance	209.00
Gayle Ellis	Pupil Services	5,383.22
ESU 6	ESU Expense	84,062.72
Engineered Controls	Maintenance	12,263.32
Farmers Cooperative	Transportation	11,715.90
Follett	Books	284.25
Gerhold Concrete	Maintenance	177.15
Grainger	Maintenance	101.40
Halbensleben, Jim	Transportation	85.00

**SCHOOL DISTRICT OF SEWARD  
PROPOSED WARRANTS  
APRIL 13, 2020**

Hardinger, Denise	Transportation	85.00
Instrumentalist Awards	Supplies	163.00
Jarzynka, Kelly	Mileage	48.87
JW Pepper	Supplies	2,118.21
Kathleen A. Laughlin	Garnishment	94.00
KSB School Law	Legal Fees	200.50
Larson, Leah	Title I	1,206.84
Lou's Sporting Goods	Maintenance	462.40
Madison National Life	LTD Ins.	2,588.90
Matheson	Supplies	427.29
Mechanical Sales, Inc	Maintenance	507.00
Jan Meehl	Pupil Services	2,353.35
Menards	SPED	251.99
Meyo Enterprises LLC	Maintenance	5,695.00
Midwest Auto Parts (NAPA)	Maintenance	87.46
Midwest Automotive Inc	Transportation	221.53
Nantkes, Jen	Pupil Services	2,294.29
NCS Pearson	Supplies	334.50
Nebraska ASCD	Dues & Fees	80.00
One Source	Admin. Expense	50.00
O'Reilly	Transportation	134.18
Overhead Door Company of Columbus	Maintenance	1,493.76
Pac N Save	Maintenance	479.39
Paper Tiger	Business Support	30.00
Pay Flex	Section 125	173.40
Pearson Education Inc	Textbook Loan	9,976.23
Pepsi Cola of Lincoln	Food	1,280.65
Pinkall, Jenny	Supplies	99.66
Pitney Bowes	Lease	760.59
Presto-X	Maintenance	186.00
Sack Lumber	Equipment	471.55
Schafer, Charity	Title I	594.41
School District of Seward- Hot Lunch	Other	288.00
Seward County Independent	Advertising	169.10
Seward Lumber	Maintenance	534.64
Shaw, Karen	Transportation	85.00
Sherwin Williams	Maintenance	496.35
Simpson, Pam	St. John's Title IIA	246.60
Southeast Community College	SENCAP	162.00
Suhr & Lichty	Insurance	44.00
Sysco	Food	3,228.80
Time Warner Cable	Phone	99.98
Toovey, James	Transportation	85.00
Trautman, Laura	HAL	66.10
Twin Rivers Urgent Care	Transportation	285.00
Unite Private Networks	Distance Learning	1,401.04
University of Nebraska Lincoln	PEAK Grant	645.00
UNUM	Life Ins.	525.60
Uribe	Services	1,818.00

**SCHOOL DISTRICT OF SEWARD  
PROPOSED WARRANTS  
APRIL 13, 2020**

US Foods	Food	11,777.53
US Toy Co	Supplies	69.99
Valentinos	Other	224.82
Verizon	Telephone	161.80
WaterLink, Inc	Maintenance	270.00
Wells Fargo	PEAK Grant	623.20
Windham Professionals	Garnishment	548.00
Windstream	Telephone	2,178.97
Woodwind & Brasswind	Supplies	271.80
Worthington Direct	Supplies	761.74
<b>TOTAL GENERAL FUND CLAIMS</b>		<b>1,444,810.31</b>

**SCHOOL DISTRICT OF SEWARD  
PROPOSED SPECIAL BUILDING FUND CLAIMS  
APRIL 13, 2020**

<b>TRANE</b>	<b>ELEMENTARY HVAC</b>	<b>170,000.00</b>
<b>CLARK ENERSEN PARTNERS</b>	<b>HS RENOVATIONS</b>	<b>12,327.78</b>
	<b>TOTAL</b>	<b>182,327.78</b>

**SCHOOL DISTRICT OF SEWARD  
PROPOSED DEPRECIATION FUND CLAIMS  
APRIL 13, 2020**

**RIDDELL**

**FOOTBALL UNIFORMS**

**10,000.00**

**TOTAL 10,000.00**

**SCHOOL DISTRICT OF SEWARD  
PROPOSED UNEMPLOYMENT FUND CLAIMS  
APRIL 13, 2020**

<b>NEBRASKA UC FUND</b>	<b>UNEMPLOYMENT</b>	<b>296.37</b>
	<b>TOTAL</b>	<b><u>296.37</u></b>