

**Minutes for  
Heartland Community Schools  
Board of Education Regular Meeting**

Wednesday, December 28, 2022 1:00 PM  
Conference Room  
1501 Front St  
Henderson, NE 68371-8929

Advance notice was published in the Thursday, December 22, 2022 edition of the *The Henderson News*.

**MISSION STATEMENT:**

**Heartland Community School strives to provide challenging educational opportunities for ALL students to reach their highest level of excellence.**

Mr. Kent Allen: Present  
Mr. Gary Braun: Present  
Lacey Gloystein: Present  
Tyler Newton: Present  
Tammy Ott: Present  
Mr. Steve Stebbing: Present

1. **Preliminary Procedures**

1.1. **Call to Order**

1.2. **Public Notice of the Meeting**

1.3. **Roll Call**

2. **Discussion Items**

2.1. **Discuss & Review 2023 Board Officer Positions and Election/Appointment Procedures**

BOE discussed the board treasurer position and determined the best course of action would be to appoint the Business Secretary as an 'At Will Treasurer'.

2.2. **Discuss & Consider General Contractor Bids Opened on December 20th and Discuss & Consider Any Potential Future Steps That The Board Might Take Related To Said Bids**

BOE discussed the contractor bids that were opened on December 20, 2022.

Motion was made to reject all Contractor Bids that were opened on December 20, 2022. Passed with a motion by Mr. Kent Allen and a second by Lacey Gloystein.

Mr. Kent Allen: Yea, Mr. Gary Braun: Yea, Lacey Gloystein: Yea, Tyler Newton: Yea, Tammy Ott: Yea, Mr. Steve Stebbing: Yea

3. **Action Items**

3.1. **Discuss, Consider, and Take Any Necessary Action to Accept or Reject Any or All General Contractor Bids Opened on December 20th**

4. **Closed Session**

4.1. **Discuss 23-24 HEA Collective Bargaining & Contract Negotiations**

5. **Adjournment**

The next scheduled meeting to be held at 7 PM on Monday, January 9, 2023.

Motion to adjourn the meeting at 4:10 PM. Passed with a motion by Mr. Kent Allen and a second by Mr. Steve Stebbing.

Mr. Kent Allen: Yea, Mr. Gary Braun: Yea, Lacey Gloystein: Yea, Tyler Newton: Yea, Tammy Ott:  
Yea, Mr. Steve Stebbing: Yea

---

Board President

---

Board Secretary

## Bid Tabulation

**Project:** Heartland Community Schools - Addition & Renovation  
**Project No.:** 380-001-21  
**Bid Date:** December 20, 2022  
**Bid Time:** 2:00 PM

Contractors:	Scheele-Kayton Construction	Rogge General Contractors, Inc	BIC Construction LLC	Kingery Construction Company	Cheever Construction Company	Sampson Construction Company, Inc.	Hampton Commercial Construction, Inc.			
<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>	<b>\$10,536,000.00</b>	<b>\$11,200,000.00</b>	<b>\$10,754,000.00</b>	<b>\$11,217,000.00</b>	<b>\$10,715,000.00</b>	<b>\$11,034,000.00</b>	<b>\$10,869,960.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
	<b>Accepted?</b>									
<b>Alternate A-1:</b>	Yes	\$20,100.00	\$16,000.00	\$15,000.00	\$18,000.00	\$16,500.00	\$15,200.00	\$14,600.00	\$0.00	\$0.00
<b>Alternate A-2:</b>	Yes	\$258,051.00	\$264,000.00	\$239,000.00	\$270,000.00	\$225,000.00	\$208,000.00	\$210,800.00	\$0.00	\$0.00
		<b>\$10,814,151.00</b>	<b>\$11,480,000.00</b>	<b>\$11,008,000.00</b>	<b>\$11,505,000.00</b>	<b>\$10,956,500.00</b>	<b>\$11,257,200.00</b>	<b>\$11,095,360.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Unit Price 1:</b>		\$55.00	\$55.00	\$60.00	\$22.50	\$57.00	\$51.00	\$60.00	\$0.00	\$0.00

Recommend rejecting all bids due to budget.

Clark & Enersen Project No.: 380-001-21

**SECTION 00 42 00 - BID FORM**

BID PROPOSAL FOR CONTRACT FOR  
HEARTLAND COMMUNITY SCHOOL  
ADDITIONS AND RENOVATION  
HENDERSON, NEBRASKA

Date: 12-20-22

Submitted To: Heartland Community School

Submitted By: BIC construction

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. The undersigned proposes to bring the work to a state of **Substantial Completion on or before August 1, 2024.**

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.

Clark & Enersen Project No.: 380-001-21

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

Ten million seven hundred fifty four thousand  
Dollars  
(\$ 10,754,000).

**ALTERNATES:**

Alternate No. A-1 – Flooring Replacement – South of North Gym. See Section 01 23 00 Alternates.

(Alternate A-1): Add Fifteen thousand, \$add \$15,000)

Alternate No. A-2 – Bleacher Replacement – North Gym. See Section 01 23 00 Alternates.

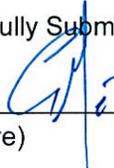
(Alternate A-2): Add Two hundred thirty nine, \$add \$239,000  
thousand

**UNIT PRICES:**

Unit Price No. 1 – Unsuitable material below exposed subgrade. See Section 01 22 00 Unit Prices.

(Unit Price No. 1): Sixty /cy, \$ 60 /CY)

Respectfully Submitted,

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

BIC construction LLC  
\_\_\_\_\_  
(Company)

245 S. 84th suite 316 Lincoln NE 68510  
\_\_\_\_\_  
(Business Address)

(Seal, if by a Corporation)

402-480-7160  
\_\_\_\_\_  
(Telephone Number)

END OF SECTION 00 42 00

Clark & Enersen Project No.: 380-001-21

**CONTRACTOR QUALIFICATIONS**

List the project manager and field superintendent employed by your company to be assigned to this project the number of years this person has served your company in this assigned position and this person's total years of experience in the construction industry, by trade. Key personnel must be committed to this project for its duration unless excused by the Owner. Note that the Superintendent's attendance at the Project Site shall be required.

Project Manager: Jeff Case Years w/ Company: 10+ Years of Experience: 10+

Superintendent: Tim Cass Years w/ Company: 10+ Years of Experience: 10+

Is the Named Project Manager or Field Superintendent for this Project an ASBA Certified Field Builder:  
**YES / NO.**

Is the Named Project Manager or Field Superintendent for this Project an ASBA Certified Track Builder:  
**YES / NO.**

Include the following items:

1. Copy of PM or Field Superintendent ASBA Certified Field Builder Certificate
2. Copy of PM or Field Superintendent ASBA Certified Track Builder Certificate
3. Copy of Post Tension Institute Certified Installer that will be assigned to the project.
4. List of your 10 most current Synthetic Field Projects with contact information
5. List of your 10 most current Running Track Projects with contact information
6. List of your 10 most current Baseball/Softball Field Projects with contact information

Concrete Tracks Contractor Qualifications – Demonstrate (10) successful project with a minimum of ten (10) installations in the past five (5) years.

Project Name	Client	Year Installed	Name of PM	Name of Architect/Engineer and Phone #
1.				
2.				
3.				
4.				

See Attached



**INSTALLATION REFERENCES**

info@midwesttennisandtrack.com  
T: (712) 263-3554  
F: (712) 263-5111

NAME:	STREET ADDRESS:	CITY:	STATE:	ZIP:	CONTACT:	TITLE:	TELEPHONE:	PRODUCT:	YEAR:
Bellevue East High School	1401 High School Dr	Bellevue	NE	68005	Bill Richards	Director of Activities & Grounds	(402) 293-4000	Revolution	2019
Bellevue West High School	1501 Thurston Ave	Bellevue	NE	68123	Kevin Broderick	Athletic Director	(402) 534-2321	Revolution	2019
Dorchester High School (Field Events)	506 W 9th Street	Dorchester	NE	68343	Brian Rut	Track Coach	(402) 946-2781	Revolution	2022
Fremont Middle School	540 Johnson Road	Fremont	NE	68025	Brad Dahl	Associate Superintendent	(402) 727-3000	Revolution	2022
Grand Island High School - Memorial Stadium	1912 N Lafayette Avenue	Grand Island	NE	68803	Dan Petsch	Director of Buildings & Grounds	(308) 385-5900	Spurtan BS/Spurtan BSS	2021
Minden High School	622 W 3rd Street	Minden	NE	68959	Dr. James Widdifield	Superintendent	(308) 832-2440	Revolution	2020
Palmyra Sports Complex	W 9th Street	Palmyra	NE	68418	Rob Hanger	Superintendent	(402) 780-5327	BSS 100	2019
Papillion-La Vista South High School - District Stadium	10799 Hwy 370	Papillion	NE	68046	Tom Hanson	Director of Buildings & Grounds	(402) 537-6200	Revolution	2019
Ralston High School	8969 Park Drive	Ralston	NE	68127	Dr. Mark Adler	Superintendent	(402) 331-4700	Revolution	2020
Stanton Community School	Douglas Street	Stanton	NE	68779	David Cunningham	Superintendent	(402) 439-2250	Revolution	2020

### Bid Bond

**CONTRACTOR:**
*(Name, legal status and address)*
**BIC Construction**  
 245 South 84th Street #316  
 Lincoln, NE 68510

**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)*
**Heartland Community Schools**  
 1501 Front Street  
 Henderson, NE 68371

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

**PROJECT:**
*(Name, location or address, and Project number, if any)*
**Heartland Community School**

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 20th day of December, 2022

  
 (Witness)

  
 (Witness)

**BIC Construction**  
 (Principal) \_\_\_\_\_ (Seal)

 (Title) CEO  
**Travelers Casualty and Surety Company of America**  
 (Surety) \_\_\_\_\_ (Seal)

 (Title) James M. 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 **Seth P Weedin, Jacob J. Buss, Robert T. Cirone, James M. King, and 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 **17th** day of **January**, 2019.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, 2019, 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 said Companies 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



  
Anna P. Nowik, 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

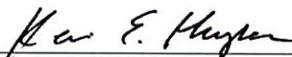
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice 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 20th day of December, 2022



  
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 this Power of Attorney is attached.

Clark & Enersen Project No.: 380-001-21

**SECTION 00 42 00 - BID FORM**

BID PROPOSAL FOR CONTRACT FOR  
HEARTLAND COMMUNITY SCHOOL  
ADDITIONS AND RENOVATION  
HENDERSON, NEBRASKA

Date: 12/20/2022

Submitted To: Heartland Community Schools

Submitted By: Cheever Construction Company

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. The undersigned proposes to bring the work to a state of **Substantial Completion on or before August 1, 2024.**

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.

Clark & Enersen Project No.: 380-001-21

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

Ten Million Seven Hundred Fifteen Thousand  
Dollars  
(\$ 10,715,000 ).

**ALTERNATES:**

Alternate No. A-1 – Flooring Replacement – South of North Gym. See Section 01 23 00 Alternates.

(Alternate A-1): (Add) Sixteen Thousand Five Hundred, \$ + 16,500

Alternate No. A-2 – Bleacher Replacement – North Gym. See Section 01 23 00 Alternates.

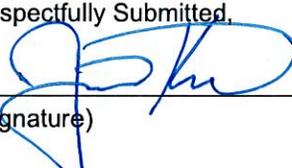
(Alternate A-2): (Add) Two Hundred Twenty Five Thousand, \$ + 225,000

**UNIT PRICES:**

Unit Price No. 1 – Unsuitable material below exposed subgrade. See Section 01 22 00 Unit Prices.

(Unit Price No. 1): (Add) Fifty Seven, \$ + 57 /CY

Respectfully Submitted,

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

Cheever Construction Company  
(Company)

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

(Seal, if by a Corporation)

402-477-6745  
(Telephone Number)

END OF SECTION 00 42 00

Clark & Enersen Project No.: 380-001-21

### **CONTRACTOR QUALIFICATIONS**

List the project manager and field superintendent employed by your company to be assigned to this project the number of years this person has served your company in this assigned position and this person's total years of experience in the construction industry, by trade. Key personnel must be committed to this project for its duration unless excused by the Owner. **Note that the Superintendent's attendance at the Project Site shall be required.**

Project Manager: Mark Wall Years w/ Company: 12 Years of Experience: 25

Superintendent: Dan Wilson Years w/ Company: 8 Years of Experience: 40

Is the Named Project Manager or Field Superintendent for this Project an ASBA Certified Track Builder:  
**YES / (NO)**

Include the following items:

1. Copy of PM or Field Superintendent ASBA Certified Track Builder Certificate
2. List of your 10 most current Running Track Projects with contact information

Concrete Tracks Contractor Qualifications – Demonstrate (10) successful project with a minimum of ten (10) installations in the past five (5) years.

Project Name	Client	Year Installed	Name of PM	Name of Architect/Engineer and Phone #
1. LPS NW and SE Athletic Complexes	Lincoln Public Schools	2021	Mark Wall	Clark Enersen 402-477-9291
2.				
3.				
4.				
5.				
6.				

Clark & Enersen Project No.: 380-001-21

7.				
8.				
9.				
10.				

Clark & Enersen Project No.: 380-001-21

## **SECTION 00 45 50 – BIDDER'S QUALIFICATIONS (REISSUED ADD-003)**

### **1. GENERAL**

#### **1.1 APPLICABLE DOCUMENTS**

- A. Bidder's Qualifications are required to be submitted with each copy of the bid. The attached Contractor Qualifications Form shall include contract name, address, phone number and email address and be attached to the Bid Form.

### **2. PRODUCTS (NOT USED)**

### **3. EXECUTION**

- 3.1 The Contractor performing the **Track and Field** work must have completed a minimum of 10 vault and long/triple jump track projects of similar scope and is an ASBA Certified Track Builder. This person or persons will be required on site daily to oversee the construction of the work. The Certified individuals shall be direct employees of the company performing the work. Any Contractors or subcontractors that do not meet these specifications will not be considered for this project.

- A. The work shall include the following:

- 1. Section 11 68 52 – Track and Field Equipment
- 2. Section 31 00 01 – Sports Field Earthwork & Soil Preparation
- 3. Section 32 13 13 – Track & Field Concrete Paving
- 4. Section 32 18 23 – Synthetic Track Surfacing

END OF SECTION 00 45 50



# AIA Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

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

**SURETY:**

(Name, legal status and principal place of business)

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

This document has important legal consequences. Consultation with

**OWNER:**

(Name, legal status and address)

Heartland Community School  
1501 Front Street  
Henderson, NE 68371

**BOND AMOUNT:** Five Percent

**PROJECT:**

(Name, location or address, and location)

Heartland Community School

The Contractor and Surety are bound together and the Contractor and Surety bind themselves severally, as provided herein. The Contractor shall complete the work within the time specified in the bid documents. The Contractor shall give such bond or bonds 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 20th day of December, 2022

  
(Witness)

  
(Witness)

Cheever Construction Company

(Principal)

(Seal)

(Title), Justin Kurtzer, President

Universal Surety Company

(Surety)

(Seal)

(Title) James M. King, Attorney-in-Fact

**ATTENTION CONTRACTOR**

**IMPORTANT:** We have proofed your bond but due to the critical nature of this document please verify as required per Owner Specs.

1. Verify Bond Form(s) acceptable
2. Your correct name & address (per GIA)
3. Name of Obligee/Owner & address
4. Amount of Bond – bid percentage or dollar amount (of contract).
5. Description of project: Proposal ID # or Project #, Route #, County, Type of work, order # & information specified for job description.
6. Date of letting or bid date OR date of contract.
7. Signature Line – contractor's name as shown above, signature & title; and witnessed/notarized if required.
8. Attorney-in-fact signature affixed & agency information complete & witnessed as required.
9. Contractor and Surety seals affixed (if required)
10. Surety Power attached, dated and sealed (as required).
11. Received required number of originals per specs.

*Please remove this notice after review*

ney is encouraged with to its completion or tion. ular reference to or, Surety, Owner or ty shall be considered ere applicable.

which the ointly and the Contractor Owner and terms of such rety admitted

# 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 or Seth Weedon, Gretna, 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, 2022.

*Carol J. Clark*

UNIVERSAL SURETY COMPANY

*Curt L. Hartter*



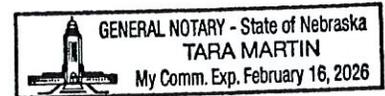
State of Nebraska }  
County of } ss. Lancaster  
Secretary/Treasurer

By

President

On this 16th day of February, 2022, 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, 2026.

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 20th day of December, 2022.

*Philip C. Abel*

Director



Clark & Enersen Project No.: 380-001-21

**SECTION 00 42 00 - BID FORM**

BID PROPOSAL FOR CONTRACT FOR  
HEARTLAND COMMUNITY SCHOOL  
ADDITIONS AND RENOVATION  
HENDERSON, NEBRASKA

Date: December 20, 2022

Submitted To: Heartland Community School- Additions and Renovation Project

Submitted By: Hampton Commercial Construction, Inc.

Addenda Received: #s 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. The undersigned proposes to bring the work to a state of **Substantial Completion on or before August 1, 2024.**

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.

Clark & Enersen Project No.: 380-001-21

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

Ten Million Eight Hundred Sixty Nine Thousand, Nine Hundred Sixty  
Dollars Dollars  
(\$10,869,960.00)

**ALTERNATES:**

Alternate No. A-1 – Flooring Replacement – South of North Gym. See Section 01 23 00 Alternates.

(Alternate A-1): Fourteen Thousand Six Hundred, \$14,600.00

Alternate No. A-2 – Bleacher Replacement – North Gym. See Section 01 23 00 Alternates.

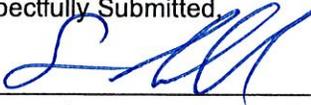
(Alternate A-2): Two Hundred Ten Thousand Eight hundred, \$210,800

**UNIT PRICES:**

Unit Price No. 1 – Unsuitable material below exposed subgrade. See Section 01 22 00 Unit Prices.

(Unit Price No. 1): Sixty Dollar CY, \$60.00/CY

Respectfully Submitted,



(Signature)

Hampton Commercial Construction, Inc.

(Company)

3400 Plantation Drive, Suite 110, Lincoln, NE 68516

(Business Address)

(402) 489-8858

(Telephone Number)



(Seal, if by a Corporation)

END OF SECTION 00 42 00

Clark & Enersen Project No.: 380-001-21

## **SECTION 00 45 50 – BIDDER'S QUALIFICATIONS**

### **1. GENERAL**

#### **1.1 APPLICABLE DOCUMENTS**

- A. Bidder's Qualifications are required to be submitted with each copy of the bid. The attached Contractor Qualifications Form shall include contract name, address, phone number and email address and be attached to the Bid Form.

### **2. PRODUCTS (NOT USED)**

### **3. EXECUTION**

- 3.1 The Contractor performing the **Track and Field** work must have completed a minimum of 10 vault and long/triple jump track projects of similar scope and is an ASBA Certified Track Builder. This person or persons will be required on site daily to oversee the construction of the work. The Certified individuals shall be direct employees of the company performing the work. Any Contractors or subcontractors that do not meet these specifications will not be considered for this project.

- A. The work shall include the following:

1. Section 11 68 52 – Track and Field Equipment
2. Section 31 00 01 – Sports Field Earthwork & Soil Preparation
3. Section 32 13 13 – Track & Field Concrete Paving
4. Section 32 18 23 – Synthetic Track Surfacing

END OF SECTION 00 45 50

Clark & Enersen Project No.: 380-001-21

*Submitted by Hampton Construction  
 Later*

**THIS PAGE TO BE SUBMITTED AT A LATER DATE**

**CONTRACTOR QUALIFICATIONS**

List the project manager and field superintendent employed by your company to be assigned to this project the number of years this person has served your company in this assigned position and this person's total years of experience in the construction industry, by trade. Key personnel must be committed to this project for its duration unless excused by the Owner. Note that the Superintendent's attendance at the Project Site shall be required.

Project Manager: \_\_\_\_\_ Years w/ Company: \_\_\_\_\_ Years of Experience: \_\_\_\_\_

Superintendent: \_\_\_\_\_ Years w/ Company: \_\_\_\_\_ Years of Experience: \_\_\_\_\_

Is the Named Project Manager or Field Superintendent for this Project an ASBA Certified Field Builder:  
**YES / NO.**

Is the Named Project Manager or Field Superintendent for this Project an ASBA Certified Track Builder:  
**YES / NO.**

Include the following items:

1. Copy of PM or Field Superintendent ASBA Certified Field Builder Certificate
2. Copy of PM or Field Superintendent ASBA Certified Track Builder Certificate
3. Copy of Post Tension Institute Certified Installer that will be assigned to the project.
4. List of your 10 most current Synthetic Field Projects with contact information
5. List of your 10 most current Running Track Projects with contact information
6. List of your 10 most current Baseball/Softball Field Projects with contact information

Concrete Tracks Contractor Qualifications – Demonstrate (10) successful project with a minimum of ten (10) installations in the past five (5) years.

Project Name	Client	Year Installed	Name of PM	Name of Architect/Engineer and Phone #
1.				
2.				
3.				
4.				

Clark & Enersen Project No.: 380-001-21

5.				
6.				
7.				
8.				
9.				
10.				



# 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

**OWNER:**

(Name, legal status and address)

Heartland Community Schools  
1501 Front Street  
Henderson, NE 68371

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

**PROJECT:**

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

Heartland Community Schools - Addition & 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 20th day of December, 2022

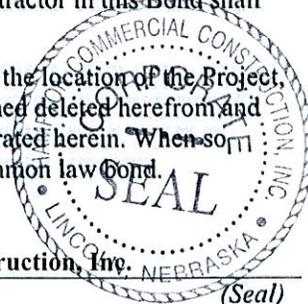
(Witness)

(Witness)

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

(Title),  
Universal Surety Company  
(Surety)   
(Seal)

(Title) Robert T. Cirone, 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."

Robert T. Cirone or James M. King or Tamala J. Hurlbut or Jacob J. Buss  
or Thomas L. King, Lincoln, Nebraska or Seth Weedn, Gretna, 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 22.

*Carol J. Clark*

Secretary/Treasurer

By

UNIVERSAL SURETY COMPANY

*Curt L. Hartter*

President



State of Nebraska

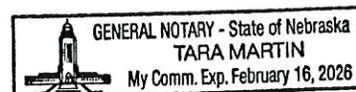
County of

of

ss.  
Lancaster

On this 16th day of February, 20 22, 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, 2026.

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 20th day of December, 20 22.

*Philip C. Abel*

Director



Clark & Enersen Project No.: 380-001-21

**SECTION 00 42 00 - BID FORM**

BID PROPOSAL FOR CONTRACT FOR  
HEARTLAND COMMUNITY SCHOOL  
ADDITIONS AND RENOVATION  
HENDERSON, NEBRASKA

Date: 12/20/2022

Submitted To: Heartland Community School

Submitted By: Kingery Construction Co.

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. The undersigned proposes to bring the work to a state of **Substantial Completion on or before August 1, 2024.**

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.

Clark & Enersen Project No.: 380-001-21

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

ELEVEN MILLION ~~THREE HUNDRED~~ TWO HUNDRED SEVENTEEN THOUSAND 7.7% DOLLARS  
Dollars  
(\$ ~~11,390,000~~ ) 11,217,000 7.7%

**ALTERNATES:**

Alternate No. A-1 – Flooring Replacement – South of North Gym. See Section 01 23 00 Alternates.

(Alternate A-1): EIGHTEEN THOUSAND DOLLARS, \$ 18,000 )

Alternate No. A-2 – Bleacher Replacement – North Gym. See Section 01 23 00 Alternates.

(Alternate A-2): TWO HUNDRED SEVENTY THOUSAND, \$ 270,000 )  
DOLLARS

**UNIT PRICES:**

Unit Price No. 1 – Unsuitable material below exposed subgrade. See Section 01 22 00 Unit Prices.

(Unit Price No. 1): TWENTY TWO DOLLARS AND  $\frac{50}{100}$ , \$ 22.50 /CY

Respectfully Submitted

  
(Signature)

Kingery Construction Co.

(Company)

201 N 46th, Lincoln, NE 68503

(Business Address)

(Seal, if by a Corporation)

402-465-4400

(Telephone Number)

END OF SECTION 00 42 00

Clark & Enersen Project No.: 380-001-21

**CONTRACTOR QUALIFICATIONS**

List the project manager and field superintendent employed by your company to be assigned to this project the number of years this person has served your company in this assigned position and this person's total years of experience in the construction industry, by trade. Key personnel must be committed to this project for its duration unless excused by the Owner. Note that the Superintendent's attendance at the Project Site shall be required.

Project Manager: Jeff Cose Years w/ Company: 18 Years of Experience: 18

Superintendent: Tim Cass Years w/ Company: 35 Years of Experience: 35

Is the Named Project Manager or Field Superintendent for this Project an ASBA Certified Field Builder:

YES /  NO.

Is the Named Project Manager or Field Superintendent for this Project an ASBA Certified Track Builder:

YES /  NO Wasn't allowed to renew during COVID. Will renew ASAP.

Include the following items:

1. Copy of PM or Field Superintendent ASBA Certified Field Builder Certificate
2. Copy of PM or Field Superintendent ASBA Certified Track Builder Certificate
3. Copy of Post Tension Institute Certified Installer that will be assigned to the project.
4. List of your 10 most current Synthetic Field Projects with contact information
5. List of your 10 most current Running Track Projects with contact information
6. List of your 10 most current Baseball/Softball Field Projects with contact information

N/A Concrete Tracks Contractor Qualifications Demonstrate (10) successful project with a minimum of ten (10) installations in the past five (5) years.

Project Name	Client	Year Installed	Name of PM	Name of Architect/Engineer and Phone #
1. References available upon request. We are only providing the running track rubberized surfacing, not the construction of the runways.				
2.				
3.				
4.				

Clark & Enersen Project No.: 380-001-21

5.				
6.				
7.				
8.				
9.				
10.				

 **AIA**® Document A310™ – 2010

**Bid Bond**

**CONTRACTOR:**

*(Name, legal status and address)*

Kingery Construction, Co.  
201 North 46th Street  
Lincoln, NE 68503

**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)*

Heartland Community Schools  
1501 Front Street  
Henderson, NE 68371

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

**PROJECT:**

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

Heartland Community Schools - Addition & 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 20th day of December, 2022

  
*(Witness)*

  
*(Witness)*

Kingery Construction, Co.  
*(Principal)*  *(Seal)*

*(Title)*,  *(Seal)*  
Vice President

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

*(Title)* James M. King, Attorney-in-Fact

Init.



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

**POWER OF ATTORNEY**

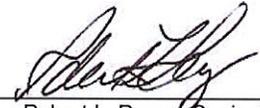
**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Seth P Weedin, Jacob J. Buss, Robert T. Cirone, James M. King, and 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 **17th** day of **January**, 2019.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, 2019, 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 said Companies 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



  
Anna P. Nowik, 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

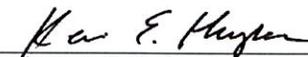
**FURTHER RESOLVED,** that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice 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 **20th** day of **December**, 2022



  
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 this Power of Attorney is attached.

Clark & Enersen Project No.: 380-001-21

**SECTION 00 42 00 - BID FORM**

BID PROPOSAL FOR CONTRACT FOR  
HEARTLAND COMMUNITY SCHOOL  
ADDITIONS AND RENOVATION  
HENDERSON, NEBRASKA

Date: 12/20/2022

Submitted To: Heartland Community Schools

Submitted By: Rogge General Contractors, Inc.

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. The undersigned proposes to bring the work to a state of **Substantial Completion on or before August 1, 2024.**

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.

Clark & Enersen Project No.: 380-001-21

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

\_\_\_\_\_ Dollars  
(\$ 11,200,000 ).

**ALTERNATES:**

Alternate No. A-1 – Flooring Replacement – South of North Gym. See Section 01 23 00 Alternates.

(Alternate A-1): \_\_\_\_\_, \$ 16,000 )

Alternate No. A-2 – Bleacher Replacement – North Gym. See Section 01 23 00 Alternates.

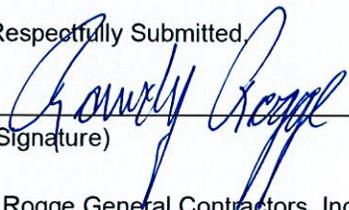
(Alternate A-2): \_\_\_\_\_, \$ 264,000 )

**UNIT PRICES:**

Unit Price No. 1 – Unsuitable material below exposed subgrade. See Section 01 22 00 Unit Prices.

(Unit Price No. 1): \_\_\_\_\_, \$ 55 /CY)

Respectfully Submitted,

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

Rogge General Contractors, Inc.  
(Company)

6101 S. 58th St., Ste A, Lincoln, NE 68516  
(Business Address)

(402) 441-3100  
(Telephone Number)

(Seal, if by a Corporation)

END OF SECTION 00 42 00

Clark & Enersen Project No.: 380-001-21

**SECTION 00 45 50 – BIDDER'S QUALIFICATIONS (REISSUED ADD-003)**

**1. GENERAL**

**1.1 APPLICABLE DOCUMENTS**

- A. Bidder's Qualifications are required to be submitted with each copy of the bid. The attached Contractor Qualifications Form shall include contract name, address, phone number and email address and be attached to the Bid Form.

**2. PRODUCTS (NOT USED)**

**3. EXECUTION**

- 3.1 The Contractor performing the **Track and Field** work must have completed a minimum of 10 vault and long/triple jump track projects of similar scope and is an ASBA Certified Track Builder. This person or persons will be required on site daily to oversee the construction of the work. The Certified individuals shall be direct employees of the company performing the work. Any Contractors or subcontractors that do not meet these specifications will not be considered for this project.

- A. The work shall include the following:

1. Section 11 68 52 – Track and Field Equipment
2. Section 31 00 01 – Sports Field Earthwork & Soil Preparation
3. Section 32 13 13 – Track & Field Concrete Paving
4. Section 32 18 23 – Synthetic Track Surfacing

END OF SECTION 00 45 50

Clark & Enersen Project No.: 380-001-21

### **CONTRACTOR QUALIFICATIONS**

List the project manager and field superintendent employed by your company to be assigned to this project the number of years this person has served your company in this assigned position and this person's total years of experience in the construction industry, by trade. Key personnel must be committed to this project for its duration unless excused by the Owner. Note that the Superintendent's attendance at the Project Site shall be required.

Project Manager: Corey Curnyn Years w/ Company: \_\_\_\_\_ Years of Experience: \_\_\_\_\_

Superintendent: Bob or Tim Years w/ Company: \_\_\_\_\_ Years of Experience: 30+

Is the Named Project Manager or Field Superintendent for this Project an ASBA Certified Track Builder:  
**YES / NO.**

Include the following items:

1. Copy of PM or Field Superintendent ASBA Certified Track Builder Certificate
2. List of your 10 most current Running Track Projects with contact information

Concrete Tracks Contractor Qualifications – Demonstrate (10) successful project with a minimum of ten (10) installations in the past five (5) years.

Project Name	Client	Year Installed	Name of PM	Name of Architect/Engineer and Phone #
1. Please see attached				
2.				
3.				
4.				
5.				
6.				

Clark & Enersen Project No.: 380-001-21

7.				
8.				
9.				
10.				



INSTALLATION REFERENCES

info@midwesttennisandtrack.com  
T: (712) 263-3554  
F: (712) 263-5110

NAME:	STREET ADDRESS:	CITY:	STATE:	ZIP:	CONTACT:	TITLE:	TELEPHONE:	PRODUCT:	YEAR:
Belleuve East High School	1401 High School Dr	Belleuve	NE	68005	Bill Richards	Director of Activities & Grounds	(402) 293-4000	Revolution	2019
Belleuve West High School	1501 Thurston Ave	Belleuve	NE	68123	Kevin Broderick	Athletic Director	(402) 534-2321	Revolution	2019
Dorchester High School (Field Events)	506 W 9th Street	Dorchester	NE	68343	Brian Rut	Track Coach	(402) 946-2781	Revolution	2022
Fremont Middle School	540 Johnson Road	Fremont	NE	68025	Brad Dahl	Associate Superintendent	(402) 727-3000	Revolution	2022
Grand Island High School - Memorial Stadium	1912 N Lafayette Avenue	Grand Island	NE	68803	Dan Petsch	Director of Buildings & Grounds	(308) 385-5900	Spurtan BS/Spurtan BSS	2021
Minden High School	622 W 3rd Street	Minden	NE	68959	Dr. James Widdifield	Superintendent	(308) 832-2440	Revolution	2020
Palmyra Sports Complex	W 9th Street	Palmyra	NE	68418	Rob Hanger	Superintendent	(402) 780-5327	BSS 100	2019
Papillion-La Vista South High School - District Stadium	10799 Hwy 370	Papillion	NE	68046	Tom Hanson	Director of Buildings & Grounds	(402) 537-6200	Revolution	2019
Ralston High School	8969 Park Drive	Ralston	NE	68127	Dr. Mark Adler	Superintendent	(402) 331-4700	Revolution	2020
Stanton Community School	Douglas Street	Stanton	NE	68779	David Cunningham	Superintendent	(402) 439-2250	Revolution	2020

 **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)

Old Republic Surety Company  
P O Box 1635  
Milwaukee, WI 53201-1635

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)

Heartland Community Schools  
1501 Front Street  
Henderson, NE 68371

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

**PROJECT:**

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

Heartland Community Schools - Addition & Renovation

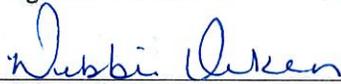
Project Number, if any:  
2022-11D

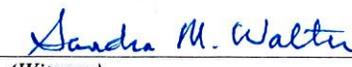
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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 20th day of December, 2022

  
(Witness)

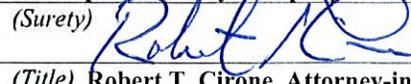
  
(Witness)

Rogge General Contractors, Inc.

(Principal)  (Seal)

(Title), President

Old Republic Surety Company

(Surety)  (Seal)

(Title) Robert T. Cirone, Attorney-in-Fact

Init.



# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: ROBERT T. CIRONE, JAMES M. KING, JACOB J. BUSS, THOMAS L. KING, SETH WEEDIN of LINCOLN, NE

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 23rd day of September, 2020.

Karen J. Haffner  
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 23rd day of September, 2020, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson  
Notary Public

My Commission Expires: September 28, 2022

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

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



40-2684

Signed and sealed at the City of Brookfield, WI this 20th day of December, 2022.

Karen J. Haffner  
Assistant Secretary

ORSC 22262 (3-06)

Clark & Enersen Project No.: 380-001-21

**SECTION 00 42 00 - BID FORM**

BID PROPOSAL FOR CONTRACT FOR  
HEARTLAND COMMUNITY SCHOOL  
ADDITIONS AND RENOVATION  
HENDERSON, NEBRASKA

Date: 12/20/22

Submitted To: Heartland Community Schools

Submitted By: Sampson Construction Co., Inc.

Addenda Received: Add No. 1 - 11/30/22 | Add No. 2 - 12/07/22 | Add No. 3 12/14/22

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. The undersigned proposes to bring the work to a state of **Substantial Completion on or before August 1, 2024.**

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.

Clark & Enersen Project No.: 380-001-21

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

Eleven Million Thirty-Four Thousand  $\frac{00}{100}$   
Dollars  
(\$ 11,034,000.00 ).

**ALTERNATES:**

Alternate No. A-1 – Flooring Replacement – South of North Gym. See Section 01 23 00 Alternates.

(Alternate A-1): Fifteen Thousand Two Hundred  $\frac{00}{100}$ , \$ 15,200.00 )

Alternate No. A-2 – Bleacher Replacement – North Gym. See Section 01 23 00 Alternates.

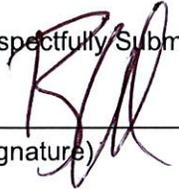
(Alternate A-2): Two Hundred and Eight Thousand  $\frac{00}{100}$ , \$ 208,000.00 )

**UNIT PRICES:**

Unit Price No. 1 – Unsuitable material below exposed subgrade. See Section 01 22 00 Unit Prices.

(Unit Price No. 1): Fifty-one  $\frac{00}{100}$ , \$ 51.00/CY

Respectfully Submitted,

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

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

Clark & Enersen Project No.: 380-001-21

### **CONTRACTOR QUALIFICATIONS**

List the project manager and field superintendent employed by your company to be assigned to this project the number of years this person has served your company in this assigned position and this person's total years of experience in the construction industry, by trade. Key personnel must be committed to this project for its duration unless excused by the Owner. Note that the Superintendent's attendance at the Project Site shall be required.

Foreman  
 Project Manager: Tim Cass Years w/ Company: 30 Years of Experience: 30

Foreman  
 Superintendent: Bob Lavenderville Years w/ Company: 30 Years of Experience: 30

Is the Named Project Manager or Field Superintendent for this Project an ASBA Certified Field Builder:  
 YES  NO

Is the Named Project Manager or Field Superintendent for this Project an ASBA Certified Track Builder:  
 YES  NO

Include the following items:

1. Copy of PM or Field Superintendent ASBA Certified Field Builder Certificate
2. Copy of PM or Field Superintendent ASBA Certified Track Builder Certificate
3. Copy of Post Tension Institute Certified Installer that will be assigned to the project.
4. List of your 10 most current Synthetic Field Projects with contact information
5. List of your 10 most current Running Track Projects with contact information
6. List of your 10 most current Baseball/Softball Field Projects with contact information

Concrete Tracks Contractor Qualifications – Demonstrate (10) successful project with a minimum of ten (10) installations in the past five (5) years.

Project Name	Client	Year Installed	Name of PM	Name of Architect/Engineer and Phone #
1. Stanton Community School	N/A	2020	N/A	N/A
2. Reilston High School	N/A	2020	N/A	N/A
3. Papillion - La Vista South High School - District Stadium	N/A	2019	N/A	N/A
4. Palmyra Sports Complex	N/A	2019	N/A	N/A

Clark & Enersen Project No.: 380-001-21

5. Minden High School	N/A	2020	N/A	N/A
6. Grand Island High School Memorial Stadium	N/A	2021	N/A	N/A
7. Fremont Middle School	N/A	2022	N/A	N/A
8. Dorchester High School	N/A	2022	N/A	N/A
9. Bellevue West High School	N/A	2019	N/A	N/A
10. Bellevue East High School	N/A	2019	N/A	N/A

# 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 **York County School District 93-096** 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

### Additions and Renovations

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **20th** day of **December**, **2022**.

Steffany Kobes  
(Witness)

Chelsea Pagan  
(Witness)

Sampson Construction Co., Inc.  
(Seal)  
BH  
(Title)  
**BEN HUCK, VP**

LIBERTY MUTUAL INSURANCE COMPANY  
(Seal)  
Connor Lemon  
Connor Lemon, Attorney-in-Fact



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

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

Certificate No: 8206890-969223

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; Connor Lemon; Cori Beaman; Kate R. Greenwald; Luke Siel

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 7th day of December, 2021.



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

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 7th day of December, 2021 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 - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of December, 2022.



By: Renee C. Llewellyn, Assistant Secretary

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

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

Clark & Enersen Project No.: 380-001-21

**SECTION 00 42 00 - BID FORM**

BID PROPOSAL FOR CONTRACT FOR  
HEARTLAND COMMUNITY SCHOOL  
ADDITIONS AND RENOVATION  
HENDERSON, NEBRASKA

Date: 12-20-2022

Submitted To: Heartland Community Schools, ATTN: Superintendent

Submitted By: Scheele-Kayton Construction

Addenda Received: #001, #002, #003 - Received.

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. The undersigned proposes to bring the work to a state of **Substantial Completion on or before August 1, 2024.**

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.

Clark & Enersen Project No.: 380-001-21

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

Ten million, Five hundred thirty-six thousand dollars  
Dollars  
(\$ 10,536,000).

**ALTERNATES:**

Alternate No. A-1 – Flooring Replacement – South of North Gym. See Section 01 23 00 Alternates.

(Alternate A-1): Twenty thousand one hundred, \$ 20,100 )  
dollars

Alternate No. A-2 – Bleacher Replacement – North Gym. See Section 01 23 00 Alternates.

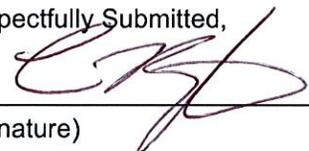
(Alternate A-2): Two hundred Fifty-eight thousand, \$ 258,051 )  
and Fifty-one dollars

**UNIT PRICES:**

Unit Price No. 1 – Unsuitable material below exposed subgrade. See Section 01 22 00 Unit Prices.

(Unit Price No. 1): fifty five, \$ 55 /CY)

Respectfully Submitted,

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

Scheele-Kayton Construction  
\_\_\_\_\_  
(Company)

5900 S 58th St. Suite D, Lincoln, NE 68516  
(Business Address)

(Seal, if by a Corporation)

308-991-5535  
(Telephone Number)

END OF SECTION 00 42 00

Clark & Enersen Project No.: 380-001-21

### **CONTRACTOR QUALIFICATIONS**

List the project manager and field superintendent employed by your company to be assigned to this project the number of years this person has served your company in this assigned position and this person's total years of experience in the construction industry, by trade. Key personnel must be committed to this project for its duration unless excused by the Owner. Note that the Superintendent's attendance at the Project Site shall be required.

Project Manager: Jeff Cose Years w/ Company: 18 Years of Experience: 18

Superintendent: Tim Cass Years w/ Company: 35 Years of Experience: 35

Is the Named Project Manager or Field Superintendent for this Project an ASBA Certified Track Builder:  
 YES **(NO)** Wasn't allowed to renew during COVID; will renew ASAP

Include the following items:

1. Copy of PM or Field Superintendent ASBA Certified Track Builder Certificate
2. List of your 10 most current Running Track Projects with contact information

N/A **Concrete Tracks Contractor Qualifications** - Demonstrate (10) successful project with a minimum of ten (10) installations in the past five (5) years.

Project Name	Client	Year Installed	Name of PM	Name of Architect/Engineer and Phone #
1. References available upon request, we are only providing the running track rubberized surfacing, not the construction of the runways.				
2.				
3.				
4.				
5.				
6.				

# AIA Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

SCHEELE-KAYTON CONSTRUCTION, LLC  
5900 S. 58th Street, Suite D  
Lincoln, Nebraska 68516

**SURETY:**

(Name, legal status and principal place of business)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
One Tower Square  
Hartford, Connecticut 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)

HEARTLAND COMMUNITY SCHOOLS  
1501 Front Street  
Henderson, Nebraska 68371

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

**PROJECT:**

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

Heartland Community Schools, Additions & Renovations Project  
Henderson, Nebraska

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.

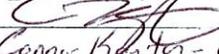
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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 20th day of December, 2022

By   
(Witness)

SCHEELE-KAYTON CONSTRUCTION, LLC  
(Contractor as Principal) (Seal)

By   
(Title) Connor Kestner - Owner

By   
(Witness) Wes Butorac, Littleton, Colorado

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
(Surety) (Seal)

By   
(Title) Kim Payton, Attorney-in-Fact

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

Init.

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

AC04307011



**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 **Kim Payton** of **LITTLETON, Colorado**, 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 **17th** day of **January**, 2019.



State of Connecticut

City of Hartford ss.

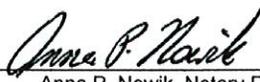
By:   
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, 2019, 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 said Companies 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



  
Anna P. Nowik, 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

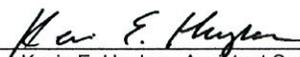
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice 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 **20th** day of **December**, 2022



  
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 this Power of Attorney is attached.**