

Board of Education Regular Meeting

Wednesday, June 29, 2022 7:00 AM

Pender Public School, Room 306, 609 Whitney St, Pender, NE 68047-0629

1. **The mission of the Pender Public School District is to provide quality educational opportunities in a safe, positive learning environment that motivates and challenges all students to become productive and responsible citizens.**

2. **Call to Order, Roll Call, Establishment of a Quorum**

3. **Audience with Board**

4. **Building Addition**

5. **Executive Session**

6. **Reconvene in Open Session**

7. **Upcoming Meetings/Board Opportunities**

1. **Next Regular Meeting - Wednesday, July 13, 2022 at 8:00 p.m.**

8. **Adjournment**

9. **The sequence of agenda topics is subject to change at the discretion of the board. Please arrive at the beginning of the meeting.**

ESSER 1	\$54,232.00	Spent
ESSER 2	\$206,644.00	
ESSER 3	\$464,885.00	
ESSER Total	\$725,761.00	
Remaining	\$671,529.00	
20% ESSER 3	\$92,977.00	Earmarked for chromebooks, software, summer school
ESSER 2 + 80% ESSER 3	\$578,552.00	Earmarked for building addition

**PENDER PUBLIC SCHOOLS
ADMINISTRATION SUITE ADDITION
PENDER, NEBRASKA**

DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

A. Bidder: Christiansen Commercial Contracting, Inc. DBA
Christiansen Construction Company

B. Project Name: Pender Public Schools – Administration Addition

C. Project Location: 609 Whitney Street, Pender NE 68047

D. Owner: Pender Public Schools, Dr. Jason Dolliver, Superintendent

E. Architect:

Davis Design, Inc.
1221 'N' Street, Suite 600
Lincoln, Nebraska 68508
Telephone: (402) 476-9700
Facsimile: (402) 476-9722

F. Architect Project Number: 21-0162

1.2 CERTIFICATIONS AND BASE BID

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Davis Design, Inc., and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated base bid sum of:

BID AMOUNT

1. one million one hundred-ninety-seven
thousand two hundred seventy-two dollars ^{69/100} Dollars \$1,197,272.⁶⁹

1.3 ALTERNATES

A. Alternate No. A-1: Toilet Room Layout

1. Alternate plans are included in the construction documents indicating the change from a Workroom to a Toilet Room. This also include the addition of sink in the Conference Room and how that would affect casework.

**PENDER PUBLIC SCHOOLS
ADMINISTRATION SUITE ADDITION
PENDER, NEBRASKA**

Add to the base bid the sum of:

fifty-five thousand nine hundred five
dollars 0/100

Dollars \$ 55,905.00

- B. Alternate No. A-2: Roof Membrane
1. Provide alternate pricing for using a TPO roof in lieu of an EPDM roof. See specification Section 075423 – Thermoplastic Polyolefin (TPO) Roofing.

Add to the base bid the sum of:

deduct ten thousand dollars

Dollars \$ -10,000.00

1.4 **BID GUARANTEE**

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 30 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. 5% Bid Bond Attached Dollars \$ _____.

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.5 **TIME OF COMPLETION**

- A. All work is required to be completed by December 31, 2023. A Notice to Proceed will be issued upon Bid Acceptance and Contract Completion. The Contractor has the leeway to start the construction at a time convenient to them with the understanding that all work will be complete and the project turned over to the Owner by December 31, 2023. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract in the month of Aug and the year of 2022. The undersigned Bidder proposes and agrees to hereby complete the Work within 308 calendar days.

**PENDER PUBLIC SCHOOLS
ADMINISTRATION SUITE ADDITION
PENDER, NEBRASKA**

1.6 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated 6-20-2022.
2. Addendum No. 2, dated _____.
3. Addendum No. 3, dated _____.

1.7 BIDDER ACKNOWLEDGEMENTS

A. Bidder acknowledges that all specified allowances and unit costs (if any) are included in the base bid amount.

X YES _____ NO

1.8 SUBMISSION OF BID

Respectfully submitted this 24 day of June, 2022

Submitted By: Christiansen Commercial Contracting, Inc. dba Christiansen Construction Company
(Name of bidding firm or corporation)

Authorized Signature: 
(Handwritten signature)

Signed By: Forrest Kramer
(Type or print name)

Title: Chief Operating Officer
(Owner/Partner/President/Vice President)

Street Address: 210 Main Street

City, State, Zip: Pender, NE 68047

Phone: 402-385-3027

License No.: 83583-21

Federal ID No.: 83-2982428

(Affix Corporate Seal Here)

END OF DOCUMENT 004113

 **AIA**® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Christiansen Commercial Contracting, Inc.
dba Christiansen Construction Company

210 Main Street, P.O. Box 339
Pender, NE 68047

OWNER:

(Name, legal status and address)

Pender Public Schools
609 Whitney Street
Pender, NE 68047

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

PROJECT:

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

Pender Public Schools Administration Suite Addition

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.

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 24th day of June, 2022

Christiansen Commercial Contracting, Inc. dba Christiansen Construction Company

(Witness)

(Principal)

(Seal)





(Title), *president*

Travelers Casualty and Surety Company of America

(Surety)

(Seal)


(Title) Thomas L 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

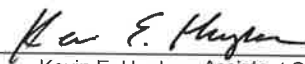
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice 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 24th day of June, 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.

**PENDER PUBLIC SCHOOLS
ADMINISTRATION SUITE ADDITION
PENDER, NEBRASKA**

DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: Fauss Construction Inc.
- B. Project Name: Pender Public Schools – Administration Addition
- C. Project Location: 609 Whitney Street, Pender NE 68047
- D. Owner: Pender Public Schools, Dr. Jason Dolliver, Superintendent
- E. Architect:

Davis Design, Inc.
1221 'N' Street, Suite 600
Lincoln, Nebraska 68508
Telephone: (402) 476-9700
Facsimile: (402) 476-9722
- F. Architect Project Number: 21-0162

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Davis Design, Inc., and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated base bid sum of:

1. Eight hundred Forty thousand BID AMOUNT
Dollars \$ 840,000

1.3 ALTERNATES

- A. Alternate No. A-1: Toilet Room Layout
 - 1. Alternate plans are included in the construction documents indicating the change from a Workroom to a Toilet Room. This also include the addition of sink in the Conference Room and how that would affect casework.

**PENDER PUBLIC SCHOOLS
ADMINISTRATION SUITE ADDITION
PENDER, NEBRASKA**

Add to the base bid the sum of:

Sixty thousand two hundred twenty

Dollars \$ 60,220

B. Alternate No. A-2: Roof Membrane

1. Provide alternate pricing for using a TPO roof in lieu of an EPDM roof. See specification Section 075423 – Thermoplastic Polyolefin (TPO) Roofing.

Deduct from the

Add to the base bid the sum of:

Four thousand eight hundred eighty four

Dollars \$ 4884.00

1.4 BID GUARANTEE

A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 30 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. 5% of amount bid Dollars \$ _____.

B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.5 TIME OF COMPLETION

A. All work is required to be completed by December 31, 2023. A Notice to Proceed will be issued upon Bid Acceptance and Contract Completion. The Contractor has the leeway to start the construction at a time convenient to them with the understanding that all work will be complete and the project turned over to the Owner by December 31, 2023. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract in the month of July and the year of 2022. The undersigned Bidder proposes and agrees to hereby complete the Work within 535 calendar days.

**PENDER PUBLIC SCHOOLS
ADMINISTRATION SUITE ADDITION
PENDER, NEBRASKA**

1.6 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated 6-20-22
2. Addendum No. 2, dated _____
3. Addendum No. 3, dated _____

1.7 BIDDER ACKNOWLEDGEMENTS

A. Bidder acknowledges that all specified allowances and unit costs (if any) are included in the base bid amount.

YES NO

1.8 SUBMISSION OF BID

Respectfully submitted this 24 day of June, 2022.

Submitted By: Fauss Construction Inc.
(Name of bidding firm or corporation)

Authorized Signature: 
(Handwritten signature)

Signed By: Rayme Fauss
(Type or print name)

Title: President
(Owner/Partner/President/Vice President)

Street Address: 1059 County Road 20

City, State, Zip: Hooper, NE 68031

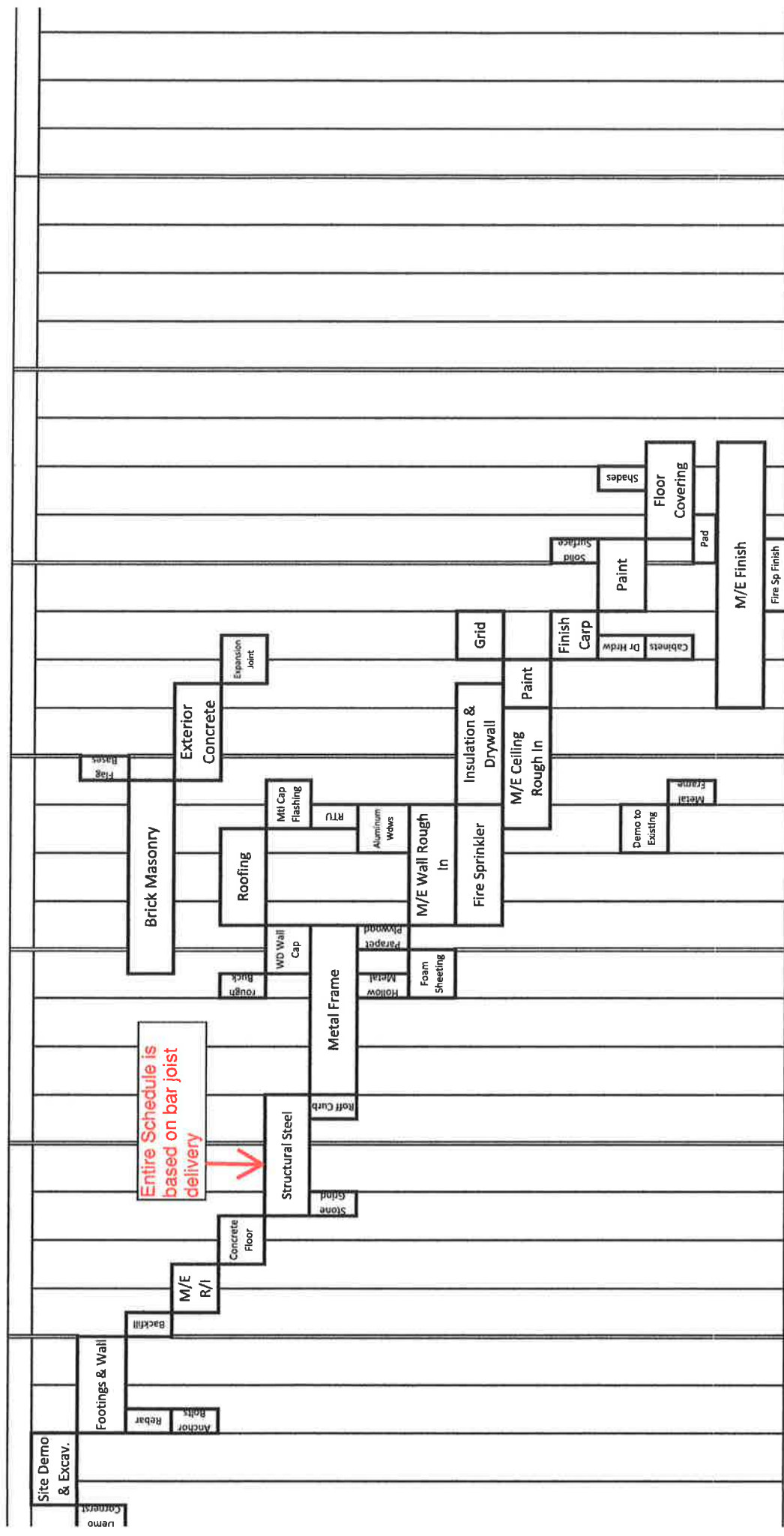
Phone: 402-654-3392

License No.: 329

Federal ID No.: 47-0-482022

(Affix Corporate Seal Here)

END OF DOCUMENT 004113





AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Fauss Construction Inc.
1059 County Road 20
Hooper, NE 68031

SURETY:

(Name, legal status and principal place of business)

Merchants Bonding Company (Mutual)
P.O. Box 14498
Des Moines, IA 50306-3498

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

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

OWNER:

(Name, legal status and address)

Pender Public Schools
609 Whitney Street
Pender, NE 68047

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

PROJECT:

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

1455 Square Foot Addition for Administrative Offices and Conference Room

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 24th day of June, 2022

Kimberly Jensen
(Witness)
Kara Stege
(Witness)

Fauss Construction Inc.
(Principal) (Seal)
[Signature]
(Title) President
Merchants Bonding Company (Mutual)
(Surety) (Seal)
[Signature]
(Title) James M. King, Attorney-in-Fact

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Jacob J Buss; James M King; Robert T Cirone; Seth Weedin; Tamala J Hurlbut; Thomas L King

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

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

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 20th day of August, 2020.

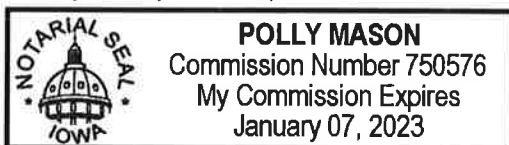


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 20th day of August, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

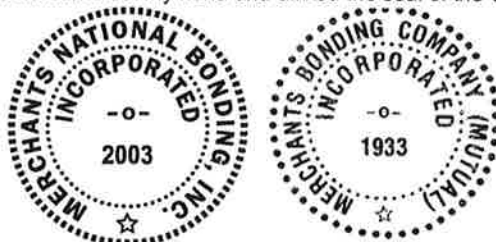


Polly Mason
Notary Public

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

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 24th day of June, 2022.



William Warner Jr.
Secretary

**PENDER PUBLIC SCHOOLS
ADMINISTRATION SUITE ADDITION
PENDER, NEBRASKA**

DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: Huff Construction-Nebraska, LLC
- B. Project Name: Pender Public Schools – Administration Addition
- C. Project Location: 609 Whitney Street, Pender NE 68047
- D. Owner: Pender Public Schools, Dr. Jason Dolliver, Superintendent
- E. Architect:
- Davis Design, Inc.
1221 'N' Street, Suite 600
Lincoln, Nebraska 68508
Telephone: (402) 476-9700
Facsimile: (402) 476-9722
- F. Architect Project Number: 21-0162

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Davis Design, Inc., and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated base bid sum of:

BID AMOUNT

1. One million four hundred
and fifty thousand Dollars \$ 1,450,000

1.3 ALTERNATES

- A. Alternate No. A-1: Toilet Room Layout
1. Alternate plans are included in the construction documents indicating the change from a Workroom to a Toilet Room. This also include the addition of sink in the Conference Room and how that would affect casework.

**PENDER PUBLIC SCHOOLS
ADMINISTRATION SUITE ADDITION
PENDER, NEBRASKA**

Add to the base bid the sum of:

add of \$80,000

Dollars \$ 80,000

B. Alternate No. A-2: Roof Membrane

1. Provide alternate pricing for using a TPO roof in lieu of an EPDM roof. See specification Section 075423 – Thermoplastic Polyolefin (TPO) Roofing.

Add to the base bid the sum of:

in base bid

Dollars \$ _____

1.4 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 30 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. _____ Dollars \$ _____.

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.5 TIME OF COMPLETION

- A. All work is required to be completed by December 31, 2023. A Notice to Proceed will be issued upon Bid Acceptance and Contract Completion. The Contractor has the leeway to start the construction at a time convenient to them with the understanding that all work will be complete and the project turned over to the Owner by December 31, 2023. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract in the month of August and the year of 2022. The undersigned Bidder proposes and agrees to hereby complete the Work within 360 calendar days.

**PENDER PUBLIC SCHOOLS
ADMINISTRATION SUITE ADDITION
PENDER, NEBRASKA**

1.6 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated 6-20-22.
2. Addendum No. 2, dated _____.
3. Addendum No. 3, dated _____.

1.7 BIDDER ACKNOWLEDGEMENTS

A. Bidder acknowledges that all specified allowances and unit costs (if any) are included in the base bid amount.

YES NO

1.8 SUBMISSION OF BID

Respectfully submitted this 24 day of June, 2022

Submitted By: Huff Construction - Nebraska, LLC
(Name of bidding firm or corporation)

Authorized Signature: Cory Huff
(Handwritten signature)

Signed By: Cory Huff
(Type of print name)

Title: Executive Vice President
(Owner/Partner/President/Vice President)

Street Address: 600 1/2 W. Benjamin Ave.

City, State, Zip: Norfolk, NE, 68701

Phone: 402-860-6380

License No.: 73652-22

Federal ID No.: _____

(Affix Corporate Seal Here)

END OF DOCUMENT 004113

INLAND
INSURANCE COMPANY

P.O. Box 80468
Lincoln Nebraska 68501-0468
PHONE – 1-800-755-2666
FAX – 402-435-3274

UNIVERSAL
SURETY COMPANY

Bid Bond

CONTRACTOR (Name and Address):
Huff Construction - Nebraska, LLC
11 N Dakota Street
Aberdeen, SD 57401

SURETY (Name and Principal Place of Business):
UNIVERSAL SURETY COMPANY , a corporation
PO Box 80468
Lincoln, NE 68501

OWNER (Name and Address): Pender Public Schools
609 Whitney St
Pender, NE 68047

BOND AMOUNT: five percent (5%) of total amount bid including all alternates

PROJECT: (Name, Location or Address and Project Number, if any)
Pender Public Schools
School Addition

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

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

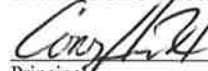
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement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

Signed and sealed this 16th day of June 20 22


Witness Lynette Anderson


Witness Travis Kroger

Huff Construction - Nebraska, LLC


Principal (seal)

Cory Huff, Managing Member
Title

UNIVERSAL SURETY COMPANY

Surety (seal)

Lorna Anderson, Attorney-In-Fact
Title

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

STATE OF _____
COUNTY OF _____ ss:

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

NOTARY PUBLIC

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

STATE OF _____
COUNTY OF _____ ss:

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

NOTARY PUBLIC

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

STATE OF South Dakota
COUNTY OF Minnehaha ss:

On this 16th day of June in the year 2022, before me personally come(s) Cory Huff to me known, who, being by me duly sworn, deposes and says that he/she resides in the City of Aberdeen that he/she is the Managing Member of Huff Construction - Nebraska, LLC a corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

My Commission Expires:
October 2, 2024

Andrea Bowden

NOTARY PUBLIC

ACKNOWLEDGMENT OF SURETY

STATE OF South Dakota
COUNTY OF Minnehaha ss:

On this 16th day of June in the year 2022, before me personally come(s) Lorna Anderson Attorney(s)-in-Fact of Universal Surety Company with whom I am personally acquainted, and who, being by me duly sworn, says that he/she reside(s) in Sioux Falls, SD that he/she is (are) the Attorney(s)-In-Fact of Universal Surety Company the company described in and which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said Company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said Company by like order.

My Commission Expires:
October 2, 2024

Andrea Bowden

NOTARY PUBLIC

UNIVERSAL SURETY COMPANY

Lincoln, Nebraska

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

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

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

Michael F. Rocklage or Lorna Anderson or Van Carmody or Chad Dubisar
or Sondra Bowden or Michael M. Mahan, Sioux Falls, South Dakota

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

UNIVERSAL SURETY COMPANY

Curt L. Hartter



State of Nebraska }
County of } ss.
Lancaster

By

President

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 16th day of June, 20 22.

Philip C. Abel

Director



PENDER PUBLIC SCHOOLS
ADMINISTRATION SUITE ADDITION
PENDER, NEBRASKA

DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: OCC BUILDERS, LLC
- B. Project Name: Pender Public Schools – Administration Addition
- C. Project Location: 609 Whitney Street, Pender NE 68047
- D. Owner: Pender Public Schools, Dr. Jason Dolliver, Superintendent
- E. Architect:
- Davis Design, Inc.
1221 'N' Street, Suite 600
Lincoln, Nebraska 68508
Telephone: (402) 476-9700
Facsimile: (402) 476-9722
- F. Architect Project Number: 21-0162

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Davis Design, Inc., and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated base bid sum of:

BID AMOUNT

1. One Million Eight Hundred Eighty-Eight
and $\frac{00}{100}$ Dollars \$ 1,000,888.00.

*** NOTE ATTACHED INFO ON FIRE ALARM PANEL**

1.3 ALTERNATES

- A. Alternate No. A-1: Toilet Room Layout
1. Alternate plans are included in the construction documents indicating the change from a Workroom to a Toilet Room. This also include the addition of sink in the Conference Room and how that would affect casework.

PENDER PUBLIC SCHOOLS
ADMINISTRATION SUITE ADDITION
PENDER, NEBRASKA

Add to the base bid the sum of:

Forty - Seven Thousand Nine Hundred
and $\frac{00}{100}$

Dollars \$ 47,900.⁰⁰

B. Alternate No. A-2: Roof Membrane

1. Provide alternate pricing for using a TPO roof in lieu of an EPDM roof. See specification Section 075423 – Thermoplastic Polyolefin (TPO) Roofing.

DEDUCT

~~ADD~~ to the base bid the sum of:

Ten Thousand Dollars and $\frac{00}{100}$

Dollars \$ 10,000 (DEDUCT)

1.4 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 30 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. 5% BID BOND Dollars \$ _____.

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.5 TIME OF COMPLETION

- A. All work is required to be completed by December 31, 2023. A Notice to Proceed will be issued upon Bid Acceptance and Contract Completion. The Contractor has the leeway to start the construction at a time convenient to them with the understanding that all work will be complete and the project turned over to the Owner by December 31, 2023. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract in the month of SEPTEMBER and the year of 2022. The undersigned Bidder proposes and agrees to hereby complete the Work within 365 calendar days.

**PENDER PUBLIC SCHOOLS
ADMINISTRATION SUITE ADDITION
PENDER, NEBRASKA**

1.6 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated June 20, 2022.
2. Addendum No. 2, dated _____.
3. Addendum No. 3, dated _____.

1.7 BIDDER ACKNOWLEDGEMENTS

A. Bidder acknowledges that all specified allowances and unit costs (if any) are included in the base bid amount.

X YES _____ NO

1.8 SUBMISSION OF BID

Respectfully submitted this 24th day of June, 2022.

Submitted By: OCC BUILDERS, LLC
(Name of bidding firm or corporation)

Authorized Signature: [Handwritten Signature]
(Handwritten signature)

Signed By: KEITH J. MOJE
(Type or print name)

Title: OWNER
(Owner/Partner/President/Vice President)

Street Address: 521 CENTENNIAL RD.

City, State, Zip: WAYNE, NE 68787

Phone: 402-375-2180

License No.: 27858

Federal ID No.: 45-4867323

(Affix Corporate Seal Here)

END OF DOCUMENT 004113

From : Dan Throener <dthroener@eccoinc.com>
Subject : Pender FA Head End
To : John Maise <jpmaise@abbnebraska.com>

Thu, Jun 23, 2022 03:44 PM

📎 1 attachment

External images are not displayed. [Display images below](#)

John,

Not sure if you are bidding this or not? Please read the RED note that states the following, **THIS PANEL IS NO LONGER AVAILABLE. IF THE FA PANEL GOES DOWN FOR WHAT EVER REASON, INCLUDING ECCO'S OR ELECTRICAL'S FUALT, DURING THIS PROJECT, ECCO NOR THE ELECTRICAL IS RESPONSIBLE FOR UPGRADING THE FA PANEL NOR THE LABOR TO DO SO. THIS WILL BE AN ADDITIONAL COST. I HAVE INCLUDED THE END-OF-LIFE NOTICE.**

Let me know if you have any questions,

Thanks

Dan

Dan Throener // Sales Engineer

Direct // 402-465-6930

Office // 402-466-8274

Email // dthroener@eccoinc.com

Web // eccoinc.com

— **Pender School Addition to Admin FIRE ALARM - REBID - QUOTE_32491.pdf**
337 KB

 **AIA** Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

OCC Builders, LLC
P.O. Box 396
Wayne, NE 68787

SURETY:

(Name, legal status and principal place of business)

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

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

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

OWNER:

(Name, legal status and address)

Pender Public Schools
609 Whitney Street
Pender, NE 68047

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

PROJECT:

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

Administration Addition

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 24th day of June, 2022


(Witness)


(Witness)

OCC Builders, LLC

(Principal) _____ (Seal)


(Title),

Inland Insurance Company

(Surety) _____ (Seal)


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

Int.

INLAND INSURANCE COMPANY

Lincoln, Nebraska

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

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

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

Robert T. Cirone or James M. King or Tamala J. Hurlbut or Jacob J. Buss or Thomas L. King, Lincoln, Nebraska 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 **INLAND INSURANCE COMPANY**, held on July 23, 1981:

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

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

IN WITNESS WHEREOF, **INLAND INSURANCE COMPANY** has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 16th day of February, 20 22.

Carol J. Clark

Secretary/Treasurer

By

State of Nebraska

County of

of

ss. Lancaster

INLAND INSURANCE COMPANY

Curt L. Hartter

President



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 **INLAND INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

Tara Martin

Notary Public



My Commission Expires February 16, 2026.

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

Signed and sealed at the City of Lincoln, Nebraska this 24th day of June, 20 22.

Philip C. Abel

Director

