

PROPOSAL

To: Saline County Board of Commissioners in care of:
Saline County Courthouse
% Saline County Clerk, Linda Kastanek
215 S Court
Wilber, NE 68465

Date: March 16, 2015

PROPOSAL FOR:

Saline County Courthouse Addition Project

The Undersigned, being familiar with the local conditions affecting the cost of the work and the Contract Documents, including the Invitation to Bidders, Instructions to Bidders, General and Supplementary Conditions, Drawings and Specifications, hereby proposes to furnish all labor, materials, and equipment required to complete the Contract in accordance with the Contract Documents for the sum of:

BASE BID Six Million Six Hundred Fifty One Thousand
DOLLARS (\$6,651,000 -)

All work shall be completed by April 15, 2017 . (Date)

It is hereby indicated, receipt of these Addenda No. (s) 1, 2, 3
prior to the time of submitting this proposal, and all items therein included in the above proposal.

ALTERNATES:

No. 1, Price change to substitute Cast Stone in lieu of Natural Limestone

Add: _____ Deduct: \$152,000 -

No. 2, Price for on-going Maintenance Plan for elevator

Add: \$250 - per Month Deduct: _____

UNIT PRICES:

No. 1, percent of mark-up for Change Orders: (7%) Seven Percent

RESPECTFULLY SUBMITTED

FIRM NAME Cheever Construction Company

SIGNATURE 

TITLE Wes Oestreich, President

 **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
PO 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)

Saline County Board of Commissioners
215 S Court
Wilber, NE 68465

BOND AMOUNT: Five percent of the amount bid

(\$-5%-)

PROJECT:

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

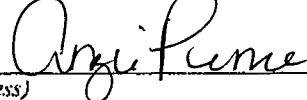
Saline County Courthouse Addition

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 March, 2015


(Witness)

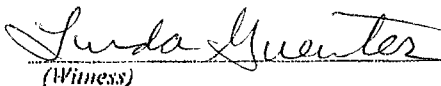
CHEEVER CONSTRUCTION COMPANY


(Principal) *(Seal)*

(Title) Wes Oestreich, President

UNIVERSAL SURETY COMPANY


(Surety) *(Seal)*


(Witness)

(Title) James M. King, 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.

UNIVERSAL SURETY COMPANY

Lincoln, Nebraska

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

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

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

Robert T. Cirone or James M. King or Suzanne P. Westerholt
or Jacob J. Buss or Thomas L. King, Lincoln, Nebraska

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

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the **UNIVERSAL SURETY COMPANY**, held on July 23, 1981:
"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

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

IN WITNESS WHEREOF, **UNIVERSAL SURETY COMPANY** has caused these presents to be signed by its President and its corporate seal to be hereunto affixed
this 15th day of May, 20 14.

UNIVERSAL SURETY COMPANY

Secretary/Treasurer

By

President



State of Nebraska

ss.

County of Lancaster

On this 15th day of May, 20 14, 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.

Notary Public



My Commission Expires February 16, 2018.

I, Cheryl A. Brown, Assistant Secretary 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 March, 20 15.

Assistant Secretary

