

119 North Hersey Avenue  
P O Box 567  
Beloit, Kansas 67420



Tel No (785) 738-3551  
Fax No (785) 738-2517  
[www.beloitks.org](http://www.beloitks.org)

## **NOTICE OF SPECIAL MEETING**

TO: Governing Body of the City of Beloit, citizens of Beloit, Kansas, and all other interested persons.

There will be a special meeting of the Governing Body of the City of Beloit, Kansas, on Wednesday June 10, 2020 at 5:30 p.m. at the Municipal Building, Council Chambers, Beloit, KS 67420.

The purpose of the meeting is:

- Accepting Bid for Moritz Memorial Airport AIP Project 3-20-0008-13. Project includes Runway 17 End Safety Area Grading, Run 17/35 Shouldering, Apron Rehabilitation, and Hanger Approach/Taxilane Reconstruction. Project will be 100% grant funded through the FAA.

Dated: June 5, 2020

Tom Naasz, Mayor

## REQUEST FOR COUNCIL ACTION

**DATE:** 6/10/2020

**TITLE:** Airport Award Contract

**ORIGINATING DEPARTMENT:**

Administration

**TYPE OF ACTION:**

ORDINANCE

RESOLUTION

FORMAL ACTION

OTHER

### RECOMMENDATION:

I recommend that the Council approve Olsson's recommendation to award the Airport Project AIP 3-20-0008-013 bid to Van Kirk Bros for the amount of \$257,433.25.

### BACKGROUND:

This project utilizes FAA airport improvement grant funding. The improvements will include dirt work around the runway to improve the shoulders and run off area, rehab the tarmac, and install a new concrete slab in front of the old stone hangar area.

### FINANCIAL IMPACT:

The funding for this project will be 100% grant funded through FAA.

### OPTIONS:

### DISCUSSION:

Respectfully submitted,  
Jason Rabe  
City Manager



June 8, 2020

Mr. Jason Rabe  
City of Beloit  
119 N Hersey  
Beloit, KS 67420

RE: Moritz Memorial Airport  
Beloit, Kansas  
AIP No. 3-20-0008-013  
Olsson No. 020-0312  
Contract Award

Mr. Rabe,

On June 5, 2020, three bids were opened for this project. The bidders and their bid amounts are listed below and on the attached bid tabulation.

	Van Kirk Bros. Contracting Sutton, NE	Vogts Parga Construction LLC, Newton, Kansas	GDS LLC Saint Joseph, MO	Engineer's Estimate
Base Bid	\$257,433.25	327,814.40	\$513,383.00	\$279,281.00

No errors were found in any of the proposal submitted. Olsson verified the total bid amounts shown by multiplying the unit prices and estimated quantities, then totaling the results.

Van Kirk Bros. Contracting, Sutton, Nebraska was the low bidder. Their base bid amount was 8% under the engineer's estimate.

All three proposals provided a 5% bid bond as a bid guaranty in accordance with the contract documents.

All three proposals indicated compliance with the two addendums that were issued during the bidding process.

Van Kirk Bros. Contracting, Vogts Parga Construction LLC, and GDS LLC met the Bidder Qualification requirements listed in the Instructions to Bidders, page IB-5.

Van Kirk Bros. Contracting proposes a 2.13% DBE utilization, which meets the contract goal of 2.13%. Their proposed DBE subcontractor is All Roads Barricades who is certified by the Kansas Department of Transportation as a DBE subcontractor.

Both Van Kirk Bros Contracting and Vogts Parga Construction indicated full compliance with the Buy American Certification no waiver was requested. GDS LLC did not specify compliance or request a wavier with the Buy American requirements.

Moritz Memorial Airport / City of Beloit  
June 8, 2020  
Page Two

The low bidder was not found on the Debarred Prime or Subcontractors List, found at:  
[www.sam.gov](http://www.sam.gov)

A tentative list of subcontractors was requested in the bid proposal and Van Kirk Bros Contracting proposed A+ Contracting as a subcontractor to provide concrete paving, All Roads will provide traffic control and pavement marking, Scodeller Construction will provide the Joint Resealing and Schwab-Eaton will provide the Survey and material testing.

Van Kirk Bros. Contracting has done similar FAA projects within the region and is qualified to complete the work required for this project.

Olsson has thoroughly evaluated the bid and has determined Van Kirk Bros. Contracting to be responsive and responsible. We find that the proposed contract price is considered fair and reasonable for the work to be completed.

The following items are enclosed:

1. Bid tabulation with engineer's estimate
2. Low bidder's complete proposal form, which includes:
  - a. Buy American Certification Form
  - b. DBE Utilization Statement
  - c. DBE Letter of Intent
3. Plan Holder's List

Please advise when the contract documents can be issued.

Sincerely,



Chris Corr  
Olsson Project Manager

cc: Todd Rastorfer, FAA

**Plan Holder Report as of 06/05/2020 10:39:20 AM CDT**  
**Olsson, Inc. (Lincoln, NE)**

Beloit, KS; Moritz Municipal Airport – Runway 17/35 Grading, Apron Rehab, & Taxilane Reconstruct (eBidDoc #7074896)

Contact: Joyce Ewing / Chris Corr  
 Phone: 402-474-6311  
 E-mail: [jewing@olsson.com](mailto:jewing@olsson.com)  
 Bid Date: 06/05/2020 03:00 PM CDT

[Help](#)

Company	Contact	Designation	Bus. Types	Entry Date	Doc Type	Comments
City of Beloit 119 N Hersey Beloit, KS 67420	Municipal Building Phone: na Fax: Email:	Project Owner		05/13/2020	Paper	
Olsson 601 P St, Ste 200 PO Box 84608 Lincoln, NE 68508	Chris Corr Phone: 402-474-6311 Fax: 402-474-5160 Email: ccorr@olsson.com	A/E Consultant		05/13/2020	Paper	
KCNR, LLC 230 Laura St Ste 101 Wichita, KS 67211	Laura Robben Phone: 316-263-0265 Fax: 313-263-0267 Email: lrobben@kcnr.net	Plan Room		05/13/2020	eMailed	
Central Nebraska Plan Service 111 W 6th St North Platte, NE 69101	na Phone: 3086963818 Fax: Email: cnps@nebsafe.com	Plan Room		05/13/2020	eMailed	
ePlan 1400 Forum Blvd Ste 7B Suite 105 Columbia, MO 65203	Eplan Reporter Phone: 5734477130 Fax: 573-355-5404 Email: eplan@eplanbidding.com	Plan Room		05/13/2020	eBidDoc	
Dodge Data & Analytics Next Member Numbe 4300 Beltway Place Suite 150 Arlington, TX 76018	Adam Bouman Phone: 513.666.3354 Fax: 800-768-5594 Email: dodge.docs@construction.com	Plan Room	DBE	05/14/2020	eBidDoc	
ConstructConnect 3825 Edwards Rd Cincinnati, OH 45209	Eric Mills Phone: 800-364-2059 Fax: 866-570-8187 Email: content@constructconnect.com	Plan Room		05/15/2020	eBidDoc	
Smoky Hill Construction 645 E. Crawford, Ste E8 Salina, KS 67401	Kelly Brown Phone: 785-825-1224 Fax: 785-825-7416 Email: kellybrown@smokyhillconst.com	Prime Bidder		05/15/2020	eBidDoc	
Van Kirk Bros. Contracting 1200 West Ash Street PO Box 585 Sutton, NE 68979	Jim Van Kirk Phone: 402-773-5250 Fax: 402-773-5480 Email: mel@vkbros.net	Prime Bidder	SBE	05/19/2020	eBidDoc	
Contractor Services, Inc. 1320 East 8th Street P.O. Box 1306 North Platte, NE 69101	Jory Torres Phone: 308-221-2372 Fax: 308-221-2572 Email: jory@csitraffic.com	Subcontractor	DBE	05/19/2020	eBidDoc	
Vogts-Parga Construction LLC 717 N Main Newton, KS 67114	Dave Lujano Phone: 316-284-2801 Fax: 316-284-0613 Email: mail@vogtsparga.com	Prime Bidder		06/01/2020	eBidDoc	
GDS, LLC 409 North 21st Street Saint Joseph, MO 64501	Fritz K. Ambrozi, II Phone: 816-729-1133 Fax: Email: f.k.ambrozi@gmail.com	Prime Bidder		06/01/2020	eBidDoc	
Cillessen & Sons, Inc. P O Box 9 2300 E Tigua Kechi, KS 67067	Paula Cillessen Phone: 316-682-2400 Fax: 316-682-0335 Email: cillessenplans@gmail.com	Subcontractor	DBE,SBE,WBE	06/01/2020	eBidDoc	
All Road Barricades, Inc. 5700 Ballard Ave. PO Box 29196 Lincoln, NE 68529	Tammy Bremer Phone: 402-467-2553 Fax: 402-467-1982 Email: tammy@allroadsinc.com	Subcontractor	DBE	06/01/2020	eBidDoc	
Esfeld Construction Inc. 1317 Morton Street Great Bend, KS 67530	Bert Esfeld Phone: 620-793-2549 Fax: Email: bert@esfeldconstruction.com	Subcontractor	SBE	06/02/2020	eBidDoc	

**BID TABULATION**

Bid Opening Date: June 5, 2020 - 3:00 PM

Moritz Memorial Airport, Beloit, Kansas

Runway 17/35 Grading, Apron Rehab, & Hangar Approach Reconstruct

AIP Project No. 3-20-0008-013

Olsson Project No. 020-0312

CONTRACTOR												
Item No.	Spec	ITEM	QTY.	UNIT	Van Kirk Bros. Contracting Sutton, Ne		Vogts Parga Construction Newton, KS		GDS, LLC Saint Joseph, MO		Engineer's Estimate	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	C-100	Contractor Quality Control Program (CQCP)	1	LS	\$4,000.00	\$4,000.00	\$24,500.00	\$24,500.00	\$3,000.00	\$3,000.00	\$8,000.00	\$8,000.00
2	C-105	Mobilization [N.T.E 10%]	1	LS	\$23,000.00	\$23,000.00	\$31,000.00	\$31,000.00	\$38,028.00	\$38,028.00	\$25,000.00	\$25,000.00
3	P-101	Asphalt Pavement Removal	488	SY	\$9.80	\$4,782.40	\$20.30	\$9,906.40	\$40.00	\$19,520.00	\$12.00	\$5,856.00
4	P-101	Concrete Pavement Removal	42	SY	\$15.00	\$630.00	\$27.00	\$1,134.00	\$80.00	\$3,360.00	\$15.00	\$630.00
5	P-101	Crack Repair	200	LF	\$4.00	\$800.00	\$89.50	\$17,900.00	\$4.00	\$800.00	\$5.00	\$1,000.00
6	P-101	Joint Re-Sealing Filler	7,420	LF	\$3.70	\$27,454.00	\$3.15	\$23,373.00	\$3.25	\$24,115.00	\$2.25	\$16,695.00
7	P-101	Paint Removal	69	SF	\$5.00	\$345.00	\$19.25	\$1,328.25	\$25.00	\$1,725.00	\$5.00	\$345.00
8	P-152	Unclassified Excavation [Safety Area Grading]	7020	CY	\$6.35	\$44,577.00	\$7.00	\$49,140.00	\$18.00	\$126,360.00	\$5.00	\$35,100.00
9	P-152	Unclassified Excavation [Shouldering]	10,125	LF	\$1.75	\$17,718.75	\$5.35	\$54,168.75	\$13.00	\$131,625.00	\$9.00	\$91,125.00
10	P-152	Unclassified Excavation [Paving Area]	487	CY	\$25.65	\$12,491.55	\$20.25	\$9,861.75	\$35.00	\$17,045.00	\$15.00	\$7,305.00
11	P-154	4" Subbase Course	519	SY	\$18.20	\$9,445.80	\$11.85	\$6,150.15	\$28.00	\$14,532.00	\$15.00	\$7,785.00
12	P-501	6" Concrete Pavement	496	SY	\$171.00	\$84,816.00	\$90.60	\$44,937.60	\$171.00	\$84,816.00	\$85.00	\$42,160.00
13	P-501	Concrete Mix Design	1	LS	\$8,000.00	\$8,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00
14	P-620	Marking - Yellow	23	SF	\$6.00	\$138.00	\$32.00	\$736.00	\$35.00	\$805.00	\$20.00	\$460.00
15	P-620	Marking - Black	46	SF	\$6.00	\$276.00	\$19.25	\$885.50	\$25.00	\$1,150.00	\$20.00	\$920.00
16	T-901	Seeding	3.95	AC	\$900.00	\$3,555.00	\$1,255.00	\$4,957.25	\$2,340.00	\$9,243.00	\$1,200.00	\$4,740.00
17	T-908	Mulching	3.95	AC	\$925.00	\$3,653.75	\$1,085.00	\$4,285.75	\$2,340.00	\$9,243.00	\$800.00	\$3,160.00
18	Olsson 100	Construction Layout and Stakes	1	LS	\$6,500.00	\$6,500.00	\$3,400.00	\$3,400.00	\$3,963.00	\$3,963.00	\$8,500.00	\$8,500.00
19	Olsson 101	Temporary Safety and Phasing Procedures	1	LS	\$5,250.00	\$5,250.00	\$35,150.00	\$35,150.00	\$14,053.00	\$14,053.00	\$5,500.00	\$5,500.00
<b>TOTAL:</b>						\$257,433.25	\$327,814.40	\$513,383.00				\$279,281.00
DBE Participation (2.13% goal):						Yes	Yes	Yes		Yes		
Bid Guarantee:						5% Bid Bond	5% Bid Bond	5% Bid Bond		5% Bid Bond		
Addendum Nos.1 and 2:						Yes	Yes	Yes		Yes		
Remarks:										Did not specify Buy American Compliance		

**BELOIT, KANSAS**  
**Moritz Memorial Airport**  
**AIP Project No. 3-20-0008-013**

**PROPOSAL FORM**  
**ALL PAGES (1-14) OF THIS FORM MUST BE SUBMITTED WHEN BIDDING**

TO: City of Beloit, Kansas THE BID OF Van Kirk Bros Contracting  
Name of Contractor

The undersigned hereby proposes to furnish all labor, permits, materials, machinery, tools, supplies, equipment and appurtenances necessary to faithfully perform all work required for construction of the Project in accordance with the bid documents, specifications, project drawings, and issued addenda within the specified time of performance for the following prices.

Item No.	Spec. No.	Description	Estimated Quantity	Unit	Unit Price	Total Amount
1	C-100	Contractor Quality Control Program (CQCP)	1	LS	\$ 4,000 <sup>00</sup>	\$ 4,000 <sup>00</sup>
2	C-105	Mobilization [N.T.E 10%]	1	LS	\$ 23,000 <sup>00</sup>	\$ 23,000 <sup>00</sup>
3	P-101	Asphalt Pavement Removal	488	SY	\$ 9 <sup>80</sup>	\$ 4,782 <sup>40</sup>
4	P-101	Concrete Pavement Removal	42	SY	\$ 15 <sup>00</sup>	\$ 630 <sup>00</sup>
5	P-101	Crack Repair	200	LF	\$ 4 <sup>00</sup>	\$ 800 <sup>00</sup>
6	P-101	Joint Re-Sealing Filler	7,420	LF	\$ 3 <sup>70</sup>	\$ 27,454 <sup>00</sup>
7	P-101	Paint Removal	69	SF	\$ 5 <sup>00</sup>	\$ 345 <sup>00</sup>
8	P-152	Unclassified Excavation [Safety Area Grading]	7,020	CY	\$ 6 <sup>35</sup>	\$ 44,577 <sup>00</sup>
9	P-152	Unclassified Excavation [Shouldering]	10,125	LF	\$ 1 <sup>75</sup>	\$ 17,718 <sup>75</sup>
10	P-152	Unclassified Excavation [Paving Area]	487	CY	\$ 25 <sup>65</sup>	\$ 12,491 <sup>55</sup>
11	P-154	4" Subbase Course	519	SY	\$ 18 <sup>20</sup>	\$ 9,445 <sup>80</sup>
12	P-501	6" Concrete Pavement	496	SY	\$ 171 <sup>00</sup>	\$ 84,816 <sup>00</sup>
13	P-501	Concrete Mix Design	1	LS	\$ 8,000 <sup>00</sup>	\$ 8,000 <sup>00</sup>
14	P-620	Marking - Yellow	23	SF	\$ 6 <sup>00</sup>	\$ 138 <sup>00</sup>
15	P-620	Marking - Black	46	SF	\$ 6 <sup>00</sup>	\$ 276 <sup>00</sup>
16	T-901	Seeding	3.95	AC	\$ 900 <sup>00</sup>	\$ 3,555 <sup>00</sup>
17	T-908	Mulching	3.95	AC	\$ 925 <sup>00</sup>	\$ 3,653 <sup>75</sup>
18	Olsson 100	Construction Layout and Stakes	1	LS	\$ 6,500 <sup>00</sup>	\$ 6,500 <sup>00</sup>

Item No.	Spec. No.	Description	Estimated Quantity	Unit	Unit Price	Total Amount
19	Olsson 101	Temporary Safety and Phasing Procedures	1	LS	\$ 5,250 <sup>00</sup>	\$ 5,250 <sup>00</sup>
<b>TOTAL ESTIMATED COST</b>					\$ 257,433 <sup>25</sup>	

**ACKNOWLEDGEMENTS BY BIDDER**

- 1  
2  
3  
4 a. By submittal of a proposal, the BIDDER acknowledges and accepts that the quantities  
5 established by the OWNER are an approximate estimate of the quantities required to fully  
6 complete the Project and that the estimated quantities are principally intended to serve as a  
7 basis for evaluation of bids. The BIDDER further acknowledges and accepts that payment  
8 under this contract will be made only for actual quantities and that quantities will vary in  
9 accordance with the General Provisions subsection entitled "Alteration of Work and  
10 Quantities".  
11
- 12 b. The BIDDER acknowledges and accepts that the Bid Documents are comprised of the  
13 documents identified within the Instructions to Bidders. The BIDDER further acknowledges  
14 that each of the individual documents that comprise the Bid Documents are complementary  
15 to one another and together establishes the complete terms, conditions and obligations of  
16 the successful BIDDER.  
17
- 18 c. As evidence of good faith in submitting this proposal, the undersigned encloses a bid  
19 guaranty in the form of a certified check or bid bond in the amount of 5% of the bid price.  
20 The BIDDER acknowledges and accepts that refusal or failure to accept award and  
21 execute a contract within the terms and conditions established herein will result in forfeiture  
22 of the bid guaranty to the owner as a liquidated damage.  
23
- 24 d. The BIDDER acknowledges and accepts the OWNER'S right to reject any or all bids and to  
25 waive any minor informality in any Bid or solicitation procedure.  
26
- 27 e. The BIDDER acknowledges and accepts the OWNER'S right to hold all Proposals for  
28 purposes of review and evaluation and not issue a notice-of-award for a period not to  
29 exceed **90 days** from the stated date for receipt of bids.  
30
- 31 f. The undersigned agrees that upon written notice of award of contract, he or she will  
32 execute the contract within fifteen (15) days of the notice-of-award and furthermore and  
33 provide executed payment and performance bonds within fifteen (15) days from the date of  
34 contract execution. The undersigned accepts that failure to execute the contract and  
35 provide the required bonds within the stated timeframe shall result in forfeiture of the bid  
36 guaranty to the owner as a liquidated damage.  
37
- 38 g. Time of Performance: By submittal of this proposal, the undersigned acknowledges and  
39 agrees to commence work within ten (10) calendar days of the date specified in the written  
40 "Notice-to-Proceed" as issued by the OWNER. The undersigned further agrees to complete  
41 the Project within 25 working days from the commencement date specified in the Notice-  
42 to-Proceed.  
43
- 44 h. The undersigned acknowledges and accepts that for each and every working day the  
45 project remains incomplete beyond the contract time of performance, the Contractor shall  
46 pay the non-penal amount of \$1,200 per working day as a liquidated damage to the  
47 OWNER.

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- i. The BIDDER acknowledges that the OWNER has established a contract Disadvantaged Business Enterprise goal of 2.13 percent for this project. The BIDDER acknowledges and accepts the requirement to apply and document good faith efforts, as defined in Appendix A, 49 CFR Part 26, for subcontracting a portion of the prime contract to certified Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26 for purposes of meeting the OWNER'S established goal. The BIDDER, in complying with this requirement, proposes participation by Disadvantaged Business Enterprises as stated on the attached forms, "Utilization Statement" and "Letter of Intent"
  
- j. The BIDDER, by submission of a proposal, acknowledges that award of this contract is subject to the provisions of the Davis Bacon Act. The BIDDER accepts the requirement to pay prevailing wages for each classification and type of worker as established in the attached wage rate determination as issued by the United States Department of Labor. The BIDDER further acknowledges and accepts their requirement to incorporate the provision to pay the established prevailing wages in every subcontract agreement entered into by the Bidder under this project.
  
- k. Compliance Reports (41 CFR Part 60-1.7): Within 30 days after award of this contract, the Contractor/Subcontractor shall file a compliance report (Standard Form 100) if she/he has not submitted a complete compliance report within 12 months proceeding the date of award. This report is required if the Contractor/Subcontractor meets all of the following conditions:
  - 1. Contractors/Subcontractors are not exempt based on 41 CFR 60-1,5.
  - 2. Has 50 or more employees.
  - 3. Is a prime contractor or first tier subcontractor.
  - 4. There is a contract, subcontract, or purchase order amounting to \$50,000 or more

**REPRESENTATIONS BY BIDDER**

By submittal of a proposal (bid), the BIDDER represents the following:

- a. The BIDDER has read and thoroughly examined the bid documents including all authorized addenda.
  
- b. The BIDDER has a complete understanding of the terms and conditions required for the satisfactory performance of project work.
  
- c. The BIDDER has fully informed themselves of the project site, the project site conditions and the surrounding area.
  
- d. The BIDDER has familiarized themselves of the requirements of working on an operating airport and understands the conditions that may in any manner affect cost, progress or performance of the work
  
- e. The BIDDER has correlated their observations with that of the project documents.
  
- f. The BIDDER has found no errors, conflicts, ambiguities or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress or performance of the work.
  
- g. The BIDDER is familiar with all applicable Federal, State and local laws, rules and regulations pertaining to execution of the contract and the project work.

- 1 h. The BIDDER has complied with all requirements of these instructions and the associated  
2 project documents.  
3

4 **CERTIFICATIONS BY BIDDER**  
5

- 6 a. The undersigned hereby declares and certifies that the only parties interested in this  
7 proposal are named herein and that this proposal is made without collusion with any other  
8 person, firm or corporation. The undersigned further certifies that no member, officer or  
9 agent of OWNER'S has direct or indirect financial interest in this proposal.  
10

11 b. **Certification of Non-Segregated Facilities: (41 CFR Part 60-1.8)**

12 The BIDDER, as a potential federally-assisted construction contractor, certifies that it does  
13 not maintain or provide, for its employees, any segregated facilities at any of its  
14 establishments and that it does not permit its employees to perform their services at any  
15 location, under its control, where segregated facilities are maintained. The BIDDER  
16 certifies that it will not maintain or provide, for its employees, segregated facilities at any of  
17 its establishments and that it will not permit its employees to perform their services at any  
18 location under its control where segregated facilities are maintained. The Bidder agrees  
19 that a breach of this certification is a violation of the Equal Opportunity Clause, which is to  
20 be incorporated in the contract.  
21

22 As used in this certification, the term "segregated facilities" means any waiting rooms, work  
23 areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker  
24 rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or  
25 entertainment areas, transportation, and housing facilities provided for employees which  
26 are segregated on the basis of race, color, religion, or national origin because of habit, local  
27 custom, or any other reason. The Bidder agrees that (except where it has obtained  
28 identical certifications from proposed subcontractors for specific time periods) it will obtain  
29 identical certifications from proposed subcontractors prior to the award of subcontracts  
30 exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity  
31 Clause and that it will retain such certifications in its files.  
32

33 c. **Trade Restriction Certification: (49 CFR Part 30)**

34 The Bidder, by submission of an offer certifies that it:

- 35 1. is not owned or controlled by one or more citizens of a foreign country included in the  
36 list of countries that discriminate against U.S. firms published by the Office of the  
37 United States Trade Representative (USTR);  
38 2. has not knowingly entered into any contract or subcontract for this project with a  
39 person that is a citizen or national of a foreign country on said list, or is owned or  
40 controlled directly or indirectly by one or more citizens or nationals of a foreign  
41 country on said list;  
42 3. has not procured any product nor subcontracted for the supply of any product for use  
43 on the project that is produced in a foreign country on said list.  
44

45 d. **Certificate Regarding Debarment and Suspension (Bidder or Offeror)**

46 By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at  
47 the time the bidder or offeror submits its proposal that neither it nor its principals are  
48 presently debarred or suspended by any Federal department or agency from  
49 participation in this transaction.  
50  
51

1 **e. Certification Regarding Debarment and Suspension (Successful Bidder Regarding**  
2 **Lower Tier Participants)**

3 The successful bidder, by administering each lower tier subcontract that exceeds  
4 \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered  
5 transaction" under the project is not presently debarred or otherwise disqualified from  
6 participation in this federally assisted project. The successful bidder will accomplish this  
7 by:

- 8 1. Checking the System for Award Management at website: <http://www.sam.gov>
- 9 2. Collecting a certification statement similar to the Certificate Regarding Debarment  
10 and Suspension (Bidder or Offeror), above.
- 11 3. Inserting a clause or condition in the covered transaction with the lower tier contract

12  
13 If the FAA later determines that a lower tier participant failed to tell a higher tier that it  
14 was excluded or disqualified at the time it entered the covered transaction, the FAA may  
15 pursue any available remedy, including suspension and debarment.  
16

17 **f. Lobbying and Influencing Federal Employees**

18 The bidder or offeror certifies by signing and submitting this bid or proposal, to the best  
19 of his or her knowledge and belief, that:

- 20  
21 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the  
22 bidder or offeror, to any person for influencing or attempting to influence an officer or  
23 employee of an agency, a Member of Congress, an officer or employee of Congress,  
24 or an employee of a Member of Congress in connection with the awarding of any  
25 Federal contract, the making of any Federal grant, the making of any Federal loan,  
26 the entering into of any cooperative agreement, and the extension, continuation,  
27 renewal, amendment, or modification of any Federal contract, grant, loan, or  
28 cooperative agreement.  
29
- 30 2) If any funds other than Federal appropriated funds have been paid or will be paid to  
31 any person for influencing or attempting to influence an officer or employee of any  
32 agency, a Member of Congress, an officer or employee of Congress, or an employee  
33 of a Member of Congress in connection with this Federal contract, grant, loan, or  
34 cooperative agreement, the undersigned shall complete and submit Standard Form-  
35 LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.  
36

37 This certification is a material representation of fact upon which reliance was placed when  
38 this transaction was made or entered into. Submission of this certification is a prerequisite  
39 for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.  
40 Any person who fails to file the required certification shall be subject to a civil penalty of not  
41 less than \$10,000 and not more than \$100,000 for each such failure.  
42

43 **g. Buy American Certification: (Title 49 U.S.C. Chapter 501)**

44 As a condition of bid responsiveness, the bidder must indicate how it intend to comply  
45 with the Buy American preferences established under Title 49 U.S.C. Section 50101.  
46 The bidder must complete the attached Buy American certification. If the bidder requests  
47 a permissible waiver to the Buy America requirements, the Bidder identified with the  
48 apparent low bid must submit a formal waiver request and component cost calculation  
49 within the prescribed time identified on the Buy American certification.  
50

51 **h. The undersigned agrees to comply with all current and applicable federal, state and local**  
52 **rules and regulations governing the safety of men and materials during its operations**  
53 **including observing the requirements of the Occupational Safety and Health Administration**  
54 **(OSHA).**  
55

1 i. If there is an additional charge for the insurance naming the City of Beloit and the Engineer  
2 as an additional insured, the amount must be shown here. The amount shown will not  
3 change the total bid. A blank or inserting a zero will mean the Bidder's insurance company  
4 does not charge an extra fee for naming the City of Beloit and the Engineer as an additional  
5 insured per the Special Provisions. \$ 0.00  
6

7 j. The undersigned bidder/offeror has satisfied the requirements of the bid specification in the  
8 following manner. (Please check the appropriate box and if checking the second box, fill in  
9 the blank.)

10  The bidder/offeror is committed to a minimum of 2.13% DBE utilization on  
11 this contract.

12  The bidder/offeror, while unable to meet the DBE goal of 2.13%, hereby  
13 commits to a minimum of \_\_\_\_\_% DBE utilization on this contract and  
14 also submits documentation, as an attachment, demonstrating good faith  
15 efforts (GFE).  
16

17 **ATTACHMENTS TO THIS BID and ADDITIONAL SUBMITTALS**

18 The following documents are attached to and made a part of this Bid:

- 19
- 20 1. Bid Guaranty in the form of 5% Bid Bond;
  - 21
  - 22
  - 23 2. Buy American Certification Form: Signature and company name required.
  - 24
  - 25 3. DBE forms "Utilization Statement" and "Letter of Intent". Note that the subcontractor's  
26 signature on the Letter of Intent is not required to be attached, but must be submitted  
27 within 5 days of the bid opening.  
28

29 The undersigned agrees to submit the following documents within 2 working days of the bid  
30 opening. The undersigned agrees that these documents will be made a part of this Bid.

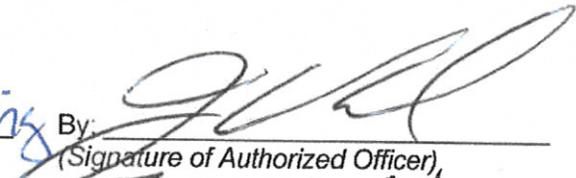
- 31
- 32
  - 33 4. Signature from each proposed DBE subcontractor on the previously submitted DBE  
34 "Letters of Intent".
  - 35
  - 36 5. Evidence of good faith efforts required by 49 CFR Part 26, Appendix A. If proposed  
37 DBE goal is met, submittal of evidence of good faith efforts is not required.  
38

39 The undersigned acknowledges receipt of the following addenda:

- 40
- 41 Addendum Number 1 dated 5/29/2020
- 42
- 43 Addendum Number 2 dated 6/2/2020
- 44
- 45 Addendum Number     dated
- 46

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Business: Van Kirk Bros. Contracting

By:   
(Signature of Authorized Officer)

Jim Van Kirk  
(Printed Name)

Address: 1200 W. Ash  
PO Box 585

Title: VP

City, State, Zip Sutton, NE 68979

Federal ID No. 47-0605602

Phone (402) 773-5250

Fax (402) 773-5480

Email jim@vkbros.net

## Certificate of Buy American Compliance

(Title 49 U.S.C. Section 50101)

PROJECT NAME:	<b>Runway 17 End Safety Area Grading, Runway 17/35 Shouldering, Apron Rehabilitation, and Hangar Approach / Taxilane Reconstruction</b>
AIRPORT NAME:	<b>Moritz Memorial Airport</b>
AIP NUMBER:	<b>3-20-0008-013</b>

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder/offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- Bidder/offeror hereby certifies that it will comply with 49 USC § 50101 by:
- Only installing steel and manufactured products produced in the United States; or
  - Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  - Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing US domestic products.
- To furnish US domestic product for any waiver request that the FAA rejects.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
  - That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
  - To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
  - To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

### Required Documentation

**Type 3 Waiver** - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)

- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

**Type 4 Waiver** – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product.
- b) Detailed cost information for total project using non-domestic product.

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

  
Signature

6/5/2020  
Date

Van Kirk Bros Contracting  
Bidder's Firm Name

VP  
Title

# Buy American Waiver Request

Title 49 U.S.C Section 50101 (b)

## For Airfield Development Projects funded under the Airport Improvement Program

### Type of Waiver Request:

The bidder may request a waiver subject to the provisions of Section 50101(b)(3) or Section 50101(b)(4). The bidder may not request a waiver under Section 50101(b)(1) or Section 50101(b)(2). Bidder is hereby advised that the Owner's approval with the bidder's waiver request is contingent upon FAA approval. The bidder must select one of the following applicable waiver provisions:

- Section 50101(b)(3):** Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(3) for the equipment identified below. The bidder certifies that 100 % of the cost of components and subcomponents comprising the equipment are produced in the United States and that final assembly occurs within the United States. (Bidder must attach a copy of the component cost calculation table)

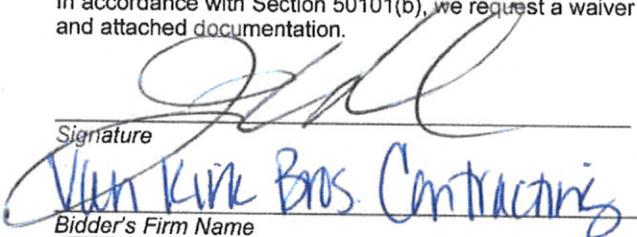
Equipment: \_\_\_\_\_

- Section 50101(b)(4):** Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(4). The bidder asserts provision of domestic material increases the cost of the overall project by more than 25%. (Note: This type of waiver is very rare)

### Certification Signature

In accordance with Section 50101(b), we request a waiver to the Buy America provisions based on the above certification and attached documentation.

Signature

  
Bidder's Firm Name

Date

6/5/2020

Title

VP

### Instructions for Section 50101(b)(3) Waiver:

- "Equipment" in Section 50101 shall mean the following:
  - Individual type "L" items (Airfield Lighting Equipment) as listed in FAA Advisory Circular 150/5345-53.
  - Individual bid items as established within FAA Advisory Circular 150/5370-10. The bid item application may not be applied for the type "L" items listed in AC 150/5345-53.
  - A waiver request may only address one specific equipment item. Submit separate requests for each equipment item for which a waiver.
  - Items listed under the Nationwide Waiver do not require further review. Please refer to the following webpage: [http://www.faa.gov/airports/aip/procurement/federal\\_contract\\_provisions/media/buy\\_american\\_waiver.xls](http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/media/buy_american_waiver.xls)
- The bidder must base the U.S. percentage upon the value that results from completing a component cost calculation table similar to the attached format. Bidder shall avoid mere pro forma efforts to establish the waiver request percentage. The Bidder must submit the component cost calculation table as an attachment to the waiver request.
- Components/subcomponents are the material and products composing the "equipment".
- The final assembly of the AIP-funded "equipment" must be within the USA (Section 50101(b)(3)(B)). Final assembly is the substantial transformation of the components and subcomponents into the end product.
- All steel used in the "Equipment" must be produced in the United States.
- The Buy American requirements apply to all tier contractors and subcontractors. All contractors/subcontractors are required to provide appropriate documentation that indicates origin of manufacturer and percentage of domestic made product.
- The bidder is hereby advised there is no implied or expressed guarantee that a requested waiver will be issued by the Federal Aviation Administration (FAA). Less than 60% USA component/subcomponent proposed for this facility CANNOT be waived. Products made with foreign steel are not eligible for a waiver.

### Instructions for Section 50101(b)(4) Waiver:

- The 25% cost increase waiver is rarely applicable. Consult Owner before making this request.

### North America Free Trade Act (NAFTA)

The NAFTA does not apply to the AIP. Products and material made in Canada or Mexico must be considered as foreign made products.

## COMPONENT COST CALCULATION TABLE

- In lieu of completing this table, bidder may prepare a spreadsheet that addresses the same information and calculations as presented herein.
- An authorized person shall attest under signature and date that the submitted information is accurate and complete.
- The bidder/contractor shall submit the signed component cost calculation table to the Owner as an attachment to the waiver request
- The component breakout shall be along major components of the equipment.
- Submit separate calculation for each different equipment types. Do not combine the component cost calculations of different types of equipment.
- For Airfield development projects, equipment is defined as the "L" items (Airfield Lighting Equipment) as listed in FAA Advisory Circular 150/5345-53 and the b) individual bid items as established within FAA Advisory Circular 150/5370-10. The individual bid item method may not be applied to the "L" type items.

Equipment Type: \_\_\_\_\_

Component/Subcomponents	Name of Manufacturer	Country of Origin	Cost of Foreign Manufactured Components/Subcomponents	Cost of USA Manufactured Components/Subcomponents

Sum of US Manufactured Component/Subcomponent Costs: \_\_\_\_\_

Sum of all Equipment Components and Subcomponents: \_\_\_\_\_

Percentage of Equipment Components Manufactured in the United States: \_\_\_\_\_

Place of Final Assembly: \_\_\_\_\_

Certification Signature  
I hereby certify the above information is accurate and complete.

*Wm Hank Oles*  
Bidder's Firm Name \_\_\_\_\_  
Date 5/5/2020

Signature \_\_\_\_\_

**UTILIZATION STATEMENT  
(DBE Participation Form)  
Disadvantaged Business Enterprise**

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner. (Please mark the appropriate box and if checking the second box, fill in the blank.)

- The bidder/offeror is committed to a minimum of 2.13% DBE utilization on this contract.
- The bidder/offeror, while unable to meet the DBE goal of 2.13%, hereby commits to a minimum of \_\_\_\_\_% DBE utilization on this contract and also submits documentation, as an attachment, demonstrating good faith efforts (GFE).

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Civil Right Staff of the Federal Aviation Administration.

Van Kirk Bros. Contracting  
Bidder's/Offeror's Firm Name

[Signature]  
Signature

06-05-2020  
Date

**DBE UTILIZATION SUMMARY**

	<u>Contract Amount</u>		<u>DBE Amount</u>		<u>Contract Percentage</u>
DBE Prime Contractor	\$ _____	x 1.00 =	\$ _____		_____ %
DBE Subcontractor	\$ <u>5,488<sup>50</sup></u>	x 1.00 =	\$ <u>5,488<sup>50</sup></u>		<u>2.13</u> %
DBE Supplier	\$ _____	x 0.60 =	\$ _____		_____ %
DBE Manufacturer	\$ _____	x 1.00 =	\$ _____		_____ %
Total Amount DBE			\$ <u>5,488<sup>50</sup></u>		<u>2.13</u> %
DBE Goal					<u>2.13</u> %

\* If the total proposed DBE participation is less than the established DBE goal, Bidder must provide written documentation of the good faith efforts as required by 49 CFR Part 26.

**LETTER OF INTENT**  
**Disadvantaged Business Enterprise**  
*(This page shall be submitted for each DBE firm)*

Bidder/Offer Name: Van Kirk Bros. Contracting  
 Address: PO Box 585, 1200 W. Ash St  
 City: Sutton State: NE Zip: 68479

DBE Firm: All Road Barnacles  
 Address: PO Box 24196  
 City: Lincoln State: NE Zip: 68529

DBE Contact Person: Name: Tammy Bremer Phone: (402)467-2553

DBE Certifying Agency: NDOT Expiration Date: N/A

*Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.*

Classification:  Prime Contractor  Subcontractor  Joint Venture  
 Manufacturer  Supplier

Work item(s) to be performed by DBE	Description of Work Item	Quantity	Total
2	Mobilization	1 LS	\$ 2500.00
7	Paint Removal	69 SF	\$ 207.00
14	Marking "Yellow"	23 SF	\$ 80.50
15	Marking "Black"	46 SF	\$ 161.00
19	Temp Safety & Phasing	1 LS	\$ 2550.00

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

DBE contract amount: \$ 5498.50 Percent of total contract: 2.13 %

**AFFIRMATION:**

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: Tammy Bremer President  
 (Signature) (Title)

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

**TENTATIVE LIST OF SUBCONTRACTORS**  
**(Final List of Subcontractors To Be Completed With Execution of Contract)**

AIP Project: 3-20-0008-013

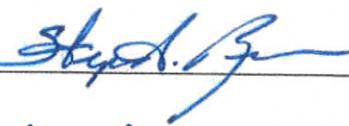
Airport: Moritz Memorial Airport

Location: Beloit, Kansas

The Airport Sponsor is required to submit subcontract information about DBE and non-DBE subcontractors who perform work on their federally-assisted contracts. Therefore, the Airport Sponsor requires that the prime contractor submit the following information related to this project. The DBE rules described in the Information to Bidders and Special Provisions must be followed in regard to the firms listed on the DBE Participation Statement.

**PROPOSED SUBCONTRACTORS**

SUBCONTRACTOR	WORK TO BE PERFORMED	APPROXIMATE DOLLAR VALUE
1. <u>A+ Contracting</u>	<u>Concrete Paving</u>	<u>\$70,000<sup>00</sup></u>
2. <u>All Road Barricades</u>	<u>Traffic Control/Striping</u>	<u>\$5,000<sup>00</sup></u>
3. <u>Scodeller Const.</u>	<u>Joint Re-Sealing</u>	<u>\$27,000<sup>00</sup></u>
4. <u>Schwab-Eaton</u>	<u>Survey/Mat'l. Testing</u>	<u>\$10,000<sup>00</sup></u>
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____
11. _____	_____	_____
12. _____	_____	_____

SIGNED  COMPANY Van Kirk Bros. Contracting

BY Steve Regoss DATE 06-05-2020  
(printed name)



# AIA<sup>®</sup> Document A310<sup>™</sup> – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

Van Kirk Bros Contracting  
P O Box 585  
Sutton, NE 68979

**SURETY:**

(Name, legal status and principal place of business)

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

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

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

**OWNER:**

(Name, legal status and address)

City of Beloit  
119 N Hershey  
Beloit, KS 67420

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

**PROJECT:**

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

Runway 17 End Safety Area Grading, Runway 17/35 Shouldering, Apron Project Number, if any:  
Rehabilitation, and Hanger Approach/Taxilane Reconstruction, Moritz

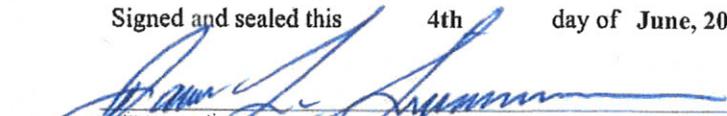
Memorial Airport (K61)

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.

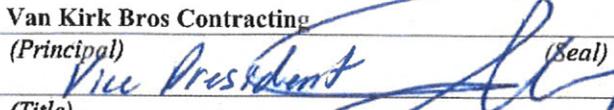
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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 4th day of June, 2020

  
(Witness)

  
(Witness)

Van Kirk Bros Contracting  
(Principal)  (Seal)

Vice President

Universal Surety Company  
(Surety)  (Seal)

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

# UNIVERSAL SURETY COMPANY

Lincoln, Nebraska

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, **UNIVERSAL SURETY COMPANY** has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 16th day of February, 2018.

*Carol J. Clark*

UNIVERSAL SURETY COMPANY

*Curt L. Harter*



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

By President

On this 16th day of February, 2018, before me personally came Curtis L. Harter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the **UNIVERSAL SURETY COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

*Tara Martin*



My Commission Expires February 16, 2022.

Notary Public

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

Signed and sealed at the City of Lincoln, Nebraska this 4th day of June, 2020.

*Philip C. Abel*

Director

