

 **AIA** Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Kevin O'Dell Electric, Inc.
P.O. Box 927
South Sioux City, NE 68776

SURETY:

(Name, legal status and principal place of business)

Employers Mutual Casualty Company
P.O. Box 712
Des Moines, IA 50306-0712

OWNER:

(Name, legal status and address)

Woodbury County
620 Douglas St., Rm 104
Sioux City, IA 51101

BOND AMOUNT: Five percent of the amount bid -----

(\$-5%-)

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:

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

LED Lighting Retrofit

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 2nd day of November, 2015

(Witness)

(Witness)

KEVIN O'DELL ELECTRIC, INC.

(Principal)

Kevin O'Dell - President

(Title)

EMPLOYERS MUTUAL CASUALTY COMPANY

(Surety)

(Title) Robert T. Cirone

Attorney-in-Fact

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

Init.

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P.O. Box 712 • Des Moines, IA 50306-0712

No. B29489

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint: JAMES M. KING, SUZANNE P. WESTERHOLT, JACOB J. BUSS, ROBERT T. CIRONE, THOMAS L. KING

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

In an amount not exceeding Ten Million Dollars.....\$10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2016 unless sooner revoked.

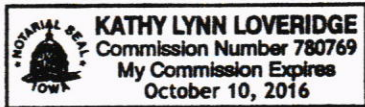
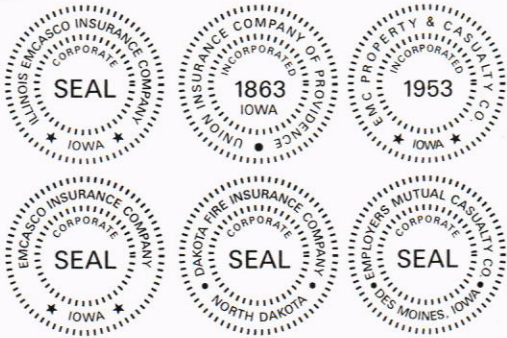
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 16th day of JULY, 2015

Seals



Bruce G. Kelley, Chairman of Companies 2, 3, 4, 5 & 6; President of Company 1; Vice Chairman and CEO of Company 7

Michael Freel, Assistant Vice President

On this 16th day of JULY AD 2015 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies. My Commission Expires October 10, 2016.

Kathy Lynn Loveridge, Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on JULY 16, 2015 on behalf of: JAMES M. KING, SUZANNE P. WESTERHOLT, JACOB J. BUSS, ROBERT T. CIRONE, THOMAS L. KING

are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 2nd day of November, 2015

[Signature] Vice President



DIVISION 0 - CONTRACTUAL REQUIREMENTS

Climbing Hills Building Alternate #1 **Five-Thousand Dollars**

\$ 5,000.00 _____

Court House Building: **Forty-Nine Thousand Nine-Hundred Dollars**

\$ 49,900.00 _____

Court House Building Alternate #1: **Forty-Nine Thousand Nine-Hundred Dollars**

\$ 49,900.00 _____

LEC Building: **Thirty-Nine Thousand Five-Hundred Dollars**

\$ 39,500.00 _____

LEC Building Alternate #1 **Thirty-Nine Thousand Five-Hundred Dollars**

\$39,500.00 _____

LEC-Jail Only Building **Thirty-Eight Thousand Dollars**

\$ 38,000.00 _____

LEC-Jail Only Building Alternate #1 **Thirty-Eight Thousand Dollars**

\$ 38,000.00 _____

Conservation Mid Am Building **Five-Thousand Two-Hundred Dollars**

\$ 5,200.00 _____

Dorothy Pecaut Building **Twelve-Thousand Dollars**

\$ 12,000.00 _____

DIVISION 0 - CONTRACTUAL REQUIREMENTS

Dorothy Pecaut Building Alternate #1 **Twelve-Thousand Dollars**

\$ 12,000.00 _____

Molville Engineer Ofc Building **Two-Thousand Five-Hundred Dollars**

\$ 2,500.00 _____

Molville Engineer Ofc Building Alternate #1 **Two-Thousand Five-Hundred Dollars**

\$ 2,500.00 _____

Secondary Road Sheds Building **Nine-Thousand Five-Hundred Dollars**

\$ 9,500.00 _____

Secondary Road Sheds Building Alternate #1 **Nine-Thousand Five-Hundred Dollars**

\$ 9,500.00 _____

Siouxland Health Building **Fifteen-Thousand Five-Hundred Dollars**

\$ 15,500.00 _____

Siouxland Health Building Alternate #1 **Fifteen-Thousand Five-Hundred Dollars**

\$ 15,500.00 _____

Trosper Hoyt Building **Forty-Three Thousand Dollars**

\$ 43,000.00 _____

Trosper Hoyt Building Alternate #1 **Forty-Three Thousand Dollars**

\$ 43,000.00 _____

DIVISION 0 - CONTRACTUAL REQUIREMENTS

VA/Social Services Building **Three-Thousand Dollars**

\$ 3,000.00 _____

VA/Social Services Building Alternate #1 **Three-Thousand Dollars**

\$ 3,000.00 _____

Conservation REC Building **Six-Thousand Five-Hundred Dollars**

\$ 6,500.00 _____

Conservation REC Building Alternate #1 **Six-Thousand Five-Hundred Dollars**

\$ 6,500.00 _____

Receipt of the following Addenda acknowledged:

1 , 2 , 3 , 4 , 5 , 6 , 7

Submitted by:

Signed: Kevin J. O'Dell

Company **Kevin O'Dell Electric, Inc**

END OF SECTION