

BID FORM

TO: City of Nampa
500 12th Ave South
Nampa, ID 83651

PROJECT: Nampa Civic Center Lighting Upgrade Phase II

PROJECT NO.: 25-029

DATE:

SUBMITTED BY:

Name: United Electric Contracting Inc.

Address: 760 E King St Suite 101 Meridian Idaho 83642

Email: ed@ue-boise.com

OFFER

Having examined the Place of the Work and all matters referred to in the Construction Documents for the above-mentioned project, we the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

- 1. Base Bid:** All labor, materials, services, permit fees, and equipment necessary for completion of the work for the Nampa Civic Center Lighting Upgrade Phase II project as indicated on plans and specifications.

TWO HUNDRED AND FOUR THOUSAND, AND SEVENTY NINE DOLLARS Dollars \$ 204,079
in lawful money of the United States of America.

- 2. Bid Alternate #1:** Exhibition Area 101, Lobby 101, & Lobby 102 to include the RGB fixtures and controls. Provide and install the ID1 and ID2 fixtures adjacent to, but on the outside of the corresponding fixtures installed in the previous phase. Provide and install all DMX cabling and controls as part of the alternative. **Shown on E2.0 Keyed Note 7.**

Sixty thousand and nine hundred ninety six dollars Dollars \$ 60996
in lawful money of the United States of America.

Amounts shall be shown in both words and figures; in event of discrepancy, the amount in words shall govern

We have included herewith, the required Bid Bond in the amount of 5%

All applicable federal taxes and State of Idaho taxes are included in the Bid Sum.

ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for thirty (30) days from the Bid closing date.

If this Bid is accepted by the Owner within the time period stated above, we will:

Execute the Agreement within ten (10) days of receipt of Notice of Acceptance of this Bid.

Furnish the Payment and Performance Bonds within ten (10) days of receipt of Notice of Acceptance of this Bid.

Commence work within seven (7) days after execution of the Agreement.

If this Bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bonds, the surety deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser or the face value of the security deposit or the difference between this Bid and the Bid upon which the Contract is signed.

In the event our Bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

CONTRACT TIME

If this Bid is accepted, we will:

Complete the Work in the time limits agreed upon.

CHANGES TO THE WORK

Changes in the Work will be net cost plus a percentage fee.

On work deleted from the Contract, our credit to the Owner shall be the Engineer approved net cost plus the overhead and profit percentage noted above.

ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted therein have been considered and all costs thereto are included in the Bid Sum.

Addendum No.	<u>1</u>	Dated	<u>March 6th</u>
Addendum No.	<u>2</u>	Dated	<u>March 20th</u>
Addendum No.	<u> </u>	Dated	<u> </u>

BID FORM SIGNATURE(S)

The Corporate Seal of

United Electric Contracting Inc.

(Please print full name of your Proprietorship, Partnership, or Corporation)

Was hereto affixed in the presence of:

Ed Huskey

Authorized Signing Officer

President
Title

Licenses No. ELE-C-26389 Public Works-010500

(If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.)

STATUTORY CERTIFICATIONS

United Electric Contracting Inc. (company) hereby certifies that it is not owned or operated by the Government of China, as defined in Idaho Code Section 67- 2359, and that during the Term of this Agreement it will not be owned or operated by the Government of China.

United Electric Contracting Inc.(company) hereby certifies that it is not currently engaged in, and during the Term of this Agreement will not engage in, a boycott of goods and services from Israel or territories under its control as defined in Idaho Code Section 67-2346.

United Electric Contracting Inc. (company) hereby certifies that it is not currently engaged in, and will not for the Term of this Agreement, boycott any individual or company because that individual or company: a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy or agriculture or b) engages in or supports the manufacture, distribution, sale or use of firearms (as firearm is defined in Idaho Code section 18-3302(2)(d)) as the forgoing terms in this sentence are defined in Idaho Code Section 67-2347A.

United Electric Contracting Inc. (company) certifies that it is not, and will not for during the Term of the Agreement, become an abortion provider or an affiliate of an abortion provider, as those terms are defined in Idaho Code §§ 18-8701 et seq.

END OF BID FORM

Proposed Project Summary



INCENTIVE & ENERGY SAVINGS REVIEW

Customer Name: Nampa Civic Center
Project Name: Nampa Civic Center
Contractor: United Electric Contracting INC,
Supplier: Wesco

Estimated Energy Savings & Incentive

Estimated Annual Energy Savings	121,029 kWh
*Estimated Annual Energy Savings	\$7,050.90 Per Year
Total Project Cost	\$204,079.00
Estimated Total Idaho Power Incentive	\$27,834.85
Actual Project Cost (After Incentive)	\$176,244.15

Project Payback

Reduced Project Cost	\$176,244.15
*Estimated Annual Energy Savings	<u>\$7,050.90</u>
*Payback	25.0 years
R.O.I.	4%
*Cost of Waiting to Upgrade	\$587.57 /month
<i>Note: Maintenance savings are not reflected in these estimates</i>	

**Based on average Idaho Power commercial customer rate. Your actual payback may differ.
Payback for customers using < 2,000 kWh/month may be shorter than stated above.*

These are estimated incentives and energy savings based on the proposed lighting completed in the proposed lighting spreadsheet. Actual savings and incentives may vary due to final installed measures and costs. Actual energy savings will vary based on building use, hours of operation and energy rates.

CNA SURETY

Bid Bond

Bond No. 67423866

CONTRACTOR:

(Name, legal status and address)
United Electric Contracting Inc
Corporation
760 E King St Ste 101
Meridian, ID 83642

SURETY:

(Name, legal status and principal place
of business)

WESTERN SURETY COMPANY
South Dakota Corporation
151 North Franklin
17th Floor
Chicago, IL 60606

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 Nampa
Governmental Entity
411 3rd St South
Nampa, ID 83651

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

PROJECT:

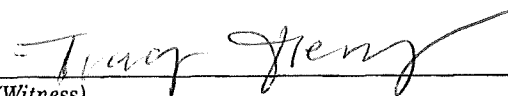
(Name, location or address, and Project number, if any)
Nampa Civic Center lighting replacement, Nampa, ID

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.

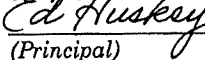
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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 27th day of March, 2025.


(Witness)

United Electric Contracting Inc


(Principal)
President

(Seal)

(Title)

WESTERN SURETY COMPANY

(Surety)

(Seal)

(Witness)

(Title)

Frederick Clark Kesler

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 67423866

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Frederick Clark Kesler

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: United Electric Contracting Inc

Obligee: City of Nampa

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 67423866 is not issued on or before midnight of June 25th, 2025, all authority conferred in this Power of Attorney shall expire and terminate.

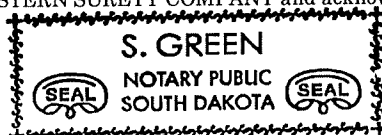
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 27th day of March, 2025.

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

On this 27th day of March, in the year 2025, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires February 12, 2027

S. Green
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 27th day of March, 2025.

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Bid Bond

Instructions

GENERAL INFORMATION

Purpose. AIA Document A310—2010 establishes the maximum penal amount that may be due the Owner if the Bidder fails to execute the contract and to provide the required performance and payment bonds, if any. It provides assurance that, if a bidder is offered a contract based on its tendered proposal but fails to enter into the contract, the Owner will be paid the difference in cost to award the contract to the next qualified bidder, so long as the difference does not exceed the maximum penal amount of the bond.

Related Documents. A310 is not incorporated by reference into other AIA documents. For further reference on bonding procedures, see AIA Document A701™—1997, Instructions to Bidders; and AIA Document G612™—2001, Owner's Instructions to Architect.

Use of Non-AIA Forms. AIA Document A310 may be used with any appropriate AIA or non-AIA document. CAUTION SHOULD BE EXERCISED BEFORE ITS USE TO VERIFY ITS COMPLIANCE WITH CURRENT LAWS AND REGULATIONS BY CONSULTING WITH AN ATTORNEY OR A BOND SPECIALIST.

USING A310—2010

Modifications. Particularly with respect to professional or contractor licensing laws, building codes, taxes, monetary and interest charges, arbitration, indemnification, format and font size, AIA Contract Documents may require modification to comply with state or local laws. Users are encouraged to consult an attorney before completing or modifying a document.

In a purchased paper AIA Contract Document, necessary modifications may be accomplished by writing or typing the appropriate terms in the blank spaces provided on the document, or by attaching Supplementary Conditions, special conditions or referenced amendments.

Modifications directly to purchased paper AIA Contract Documents may also be achieved by striking out language. However, care must be taken in making these kinds of deletions. Under NO circumstances should standard language be struck out to render it illegible. For example, users should not apply blocking tape, correction fluid or Xs that would completely obscure text. Such practices may raise suspicion of fraudulent concealment, or suggest that the completed and signed document has been tampered with. Both parties should initial handwritten changes.

Using AIA software, modifications to insert information and revise the standard AIA text may be made as the software permits.

By reviewing properly made modifications to a standard AIA Contract Document, parties familiar with that document can quickly understand the essence of the proposed relationship. Commercial exchanges are greatly simplified and expedited, good faith dealing is encouraged, and otherwise latent clauses are exposed for scrutiny.

AIA Contract Documents may not be retyped or electronically scanned. Retyping can introduce typographic errors and cloud legal interpretation given to a standard clause. Furthermore, retyping and electronic scanning are not permitted under the user's limited license for use of the document, constitute the creation of a derivative work and violate the AIA's copyright.

Identification of the Parties. The Contractor, the Surety, and the Owner should be identified using their respective full names and addresses or legal titles under which the bond is to be executed. The state in which the Surety is incorporated also should be identified in the space provided.

Bond Amount. The dollar amount of the bond should be provided in both written and numerical form.

Project Description. The proposed project should be described in sufficient detail to identify (1) the official name or title of the facility; (2) the location of the site; (3) the proposed building type, size, scope or usage; and (4) the project number required by the owner, if any. A project number may be required by certain public owners to adequately identify the project to which the bond pertains.

Execution of the Bond. The bond must be signed by both the Contractor and the Surety. The parties executing (signing) the bond should print their title and impress their corporate seal, if any. Where appropriate, attach a copy of the resolution or bylaw authorizing the individual to act on behalf of the firm or entity. As to the Surety, this usually takes the form of a power of attorney issued by the Surety company to the bond producer (agent) who signs on its behalf.