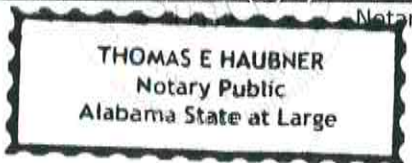


CONTRACTOR	Rec'd Addenda 1-3		Base Bid	Alternate #1	Total
Reed-Hays Construction, LLC 26064 Capital Drive, Suite A Daphne, AL 36526 AL Lic. # 52414	yes	Bid	\$495,055.00	\$17,580.00	\$505,135.00
		Notes	-\$7,500.00	\$0.00	
		Adjusted Bid	\$487,555.00	\$17,580.00	
		Total			
Eric Lazzari Construction, LLC P.O. Box 1015 Fairhope, AL 36532	yes	Bid	\$598,956.00	\$21,600.00	\$610,556.00
		Notes	-\$10,000.00	\$0.00	
		Adjusted Bid	\$588,956.00	\$21,600.00	
		Total			

Sworn and subscribed before me this 28TH MAY day of 2020

Thomas Haubner 11/15/2023 L.S.  
 Notary Public



Paul C. Davis  
 Architect  
Paul C. Davis  
 Signature



Bid Opening Sign In Sheet  
2019.17 / Fairhope Stadium ADA  
May 27, 2020

Name	Company	E-mail
Jennifer Bush	COF	jennifer.bush@fairhopeal.gov
Trey Lowley	ERIC LAZZARI CONST	Trey@E/LazzariConstruction.com
MATTHEW REED	REED-HAYS CONST.	Mreed@reedhaysconstruction.com
Charli Loughren	Rec. Board	
Pat White	Perles / Rec Director	pat.white@fairhopeal.gov
Paul Davis		



REED-HAYS CONSTRUCTION, LLC  
26064 CAPITAL DR., SUITE A  
DAPHNE, AL 36526  
AL LICENSE # 52414

DEDUCT (7,500)  
FROM BASE BID  
MUR

to 5/27/2020  
9.51am  
JAB

ALTERATION TO FAIRHOPE STADIUM  
BID 026-20  
CITY OF FAIRHOPE

PROPOSAL FORM

**Alterations to Fairhope Stadium (Bid 026-20)**

Alabama G.C. License # 52414

DATE May 27, 2020

TO:

The Undersigned hereby declares that the only person or persons interested in this Proposal as Principal or Principals is or are named herein and that no other person has any interest whatever in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company, or parties making a bid or proposal and that it is in all respects fair and in good faith without collusion or fraud.

The Undersigned further declares that he has examined the site of the work, informed himself fully in regard to all conditions pertaining thereto, and has examined the plans and specifications and contractual documents, and has read all special provisions furnished, and that he has satisfied himself relative to work to be performed.

In compliance with Notice to Proposer, dated May 27, 2020

and subject to all the conditions thereof, the undersigned Reed-Hays Construction, LLC

a corporation organized and existing under the State of \_\_\_\_\_

a partnership consisting of Matthew Reed- Managing Member, Robert Hays- Member, Margaret Reed- Member

or an individual trading as \_\_\_\_\_

of the City of Daphne, AL, hereby proposes to furnish all labor and

materials and perform all work required in strict accordance with drawings and specifications and addenda

No(s). 1,2 and 3, all of which are made a part

hereof and designated as follows:

Construction of

**Alterations to Fairhope Stadium (Bid 026-20)**

and as prepared by:

PAUL CARPENTER DAVIS ARCHITECTURE, P.C.  
756 Saint Louis Street  
Mobile, AL 36602

BASE BID:

For construction complete as shown and specified, the sum of Four Hundred Ninety Five Thousand Fifty-Five Dollars \$ 495,055.  
SEVENTEEN THOUSAND FIVE HUNDRED EIGHTY Dollars \$ 17,580.

ADD ALTERNATE 1

COMPLETION DATE:

Bidder further proposes and agrees to commence work under the contract with adequate work force and equipment within 10 consecutive calendar days after being notified by Owner to proceed and substantially complete in 60 days.

KNOWLEDGE OF CONDITIONS:

The Undersigned, or his representative, has visited the site of work and examined existing conditions at site and in existing building, and this proposal is made with adequate knowledge of the drawings, specifications and conditions at the job site which affect the work. He acknowledges the right of Owner to reject any and all bids.


CHANGE IN WORK:

Changes in the work which would increase the cost of the whole work and which are ordered by the Owner, will be executed by the Undersigned on (1) the basis of the actual cost of the changed work into he building under the change order or (2) on the basis of a lump sum amount agreed to by the Owner and Contractor before work is commenced.

CONTRACTOR:

This proposal made by Reed-Hays Construction, LLC  
(legal name of contractor)

WITNESS:

Signed by  (L.S.)

(Name) Matthew Reed

(Title) Managing Member

26064 Capital Drive, Suite A  
(Street Address) (P.O. Box #)

Daphne AL 36526  
(City) (State) (Zip Code)

This proposal is made by:

(1) An individual \_\_\_\_\_

(2) A Partnership consisting of the following partners:

Matthew Reed- Managing Member, Robert Hays- Member

Margaret Reed- Member

(3) A Corporation incorporated in State of:

---

(4) Alabama Contractor's License:

52414

(License No.)

5/31/2020

(Renewal Date)



# AIA Document A310™ – 2010

## Bid Bond

### CONTRACTOR:

*(Name, legal status and address)*

Reed Hays Construction, LLC  
26064 Capital Drive, Suite A  
Daphne, Alabama 36526

### OWNER:

*(Name, legal status and address)*

City of Fairhope, Alabama  
161 North Section Street  
Fairhope, Alabama 36532

**BOND AMOUNT:** \$ Five Percent of Amount Bid (5% of bid)

### PROJECT:

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

Alterations to Fairhope Stadium

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.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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.

Signed and sealed this 27 day of May, 2020

Reed-Hays Construction, LLC

(Contractor as Principal)

(Seal)



(Title) Matthew Reed, Member  
Old Republic Surety Company

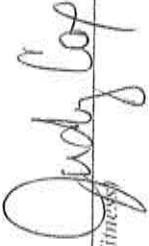
(Surety)

(Seal)



(Title) William Scott Neill, Attorney in Fact

(Witness)



(Witness)

Init.

/



\*\*\*  
\*\*  
\*  
**OLD REPUBLIC SURETY COMPANY**  
\*  
\*\*  
\*\*\*

**POWER OF ATTORNEY**  
KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

WILLIAM SCOTT NEILL, BRENDA NEILL, OF FAIRHOPE, AL

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof. (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

**ALL WRITTEN INSTRUMENTS**

and to bind OLD REPUBLIC SURETY COMPANY thereto, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of 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 affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 7TH day of APRIL, 2020.

Karen J. Haffner

Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 7TH day of APRIL, 2020, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally, depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson

Notary Public

My commission expires: 9/28/2022

**CERTIFICATE**

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

(Expiration of notary commission does not invalidate this instrument)

92-0105

Signed and sealed at the City of Brookfield, WI this 27 day of May, 2020



Karen J. Haffner

Assistant Secretary

NEILL BONDING & INS SERVICES

5/27/2020  
9:48 am  
JJB

DEDUCT < \$10,000.<sup>00</sup> >  
TEN THOUSAND DOLLARS  
-TC

ALTERATIONS TO FAIRHOPE STADIUM  
(BID 026-20)

CITY OF FAIRHOPE  
ATTN: RICHARD JOHNSON  
555 SOUTH SECTION STREET  
FAIRHOPE, AL 36532

ERIC LAZZARI CONSTRUCTION, LLC  
IL GC LICENSE # 27554

PROPOSAL FORM

**Alterations to Fairhope Stadium (Bid 026-20)**

Alabama G.C. License # 27554

DATE 5/27/2020

TO:

The Undersigned hereby declares that the only person or persons interested in this Proposal as Principal or Principals is or are named herein and that no other person has any interest whatever in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company, or parties making a bid or proposal and that it is in all respects fair and in good faith without collusion or fraud.

The Undersigned further declares that he has examined the site of the work, informed himself fully in regard to all conditions pertaining thereto, and has examined the plans and specifications and contractual documents, and has read all special provisions furnished, and that he has satisfied himself relative to work to be performed.

In compliance with Notice to Proposer, dated 5/8/2020

and subject to all the conditions thereof, the undersigned ERIC LAZZARI CONSTRUCTION LLC

a corporation organized and existing under the State of ALABAMA

a partnership consisting of \_\_\_\_\_

or an individual trading as \_\_\_\_\_

of the City of DAPHNE, hereby proposes to furnish all labor and

materials and perform all work required in strict accordance with drawings and specifications and addenda

No(s). 1, 2, & 3, all of which are made a part

hereof and designated as follows:

Construction of

**Alterations to Fairhope Stadium (Bid 026-20)**

and as prepared by:

PAUL CARPENTER DAVIS ARCHITECTURE, P.C.  
756 Saint Louis Street  
Mobile, AL 36602

BASE BID:

For construction complete as shown and specified, the sum of  
FIVE HUNDRED NINETY THOUSAND NINE HUNDRED FIFTY SIX <sup>EIGHT</sup> <sup>208</sup>  
Dollars \$ 598,956.00  
TWENTY ONE THOUSAND SIX HUNDRED  
Dollars \$ 21,600

ADD ALTERNATE 1

COMPLETION DATE:

Bidder further proposes and agrees to commence work under the contract with adequate work force and equipment within 10 consecutive calendar days after being notified by Owner to proceed and substantially complete in 60 days.

KNOWLEDGE OF CONDITIONS:

The Undersigned, or his representative, has visited the site of work and examined existing conditions at site and in existing building, and this proposal is made with adequate knowledge of the drawings, specifications and conditions at the job site which affect the work. He acknowledges the right of Owner to reject any and all bids.

CHANGE IN WORK:


Changes in the work which would increase the cost of the whole work and which are ordered by the Owner, will be executed by the Undersigned on (1) the basis of the actual cost of the changed work into he building under the change order or (2) on the basis of a lump sum amount agreed to by the Owner and Contractor before work is commenced.

Should changes occur which will decrease the cost of the work be ordered by the Owner, then the Contract Price shall be reduced by an amount equal to the agreed estimated saving resulting from these changes.

CONTRACTOR:

This proposal made by ERIC LAZZARI CONSTRUCTION LLC  
(legal name of contractor)

WITNESS:

Signed by  (L.S.)  
(Name) TREY CROWLEY

(Title) PROJECT MANAGER

28250 US HWY 98 1015  
(Street Address) (P.O. Box #)

DAPHNE AL 36526  
(City) (State) (Zip Code)

This proposal is made by:

(1) An individual \_\_\_\_\_

(2) A Partnership consisting of the following partners:  
\_\_\_\_\_  
\_\_\_\_\_

(3) A Corporation incorporated in State of:

ALABAMA

(4) Alabama Contractor's License:

27554

(License No.)

3/31/2021

(Renewal Date)



Conforms with The American Institute of Architects,  
A.I.A. Document A310 (2010 Edition)

**Bid Bond**

**CONTRACTOR:**

*(Name, legal status and address)*  
Eric Lazzari Construction, LLC  
P O Box 1015  
Fairhope, AL 36526

**SURETY:**

*(Name, legal status and principal place of business)*  
Old Republic Surety Company  
Wisconsin

**OWNER:**

*(Name, legal status and address)*  
City of Fairhope  
555 Section St  
Fairhope, AL 36532

**BOND AMOUNT:**

\$650,000

**PROJECT:**

*(Name, location or address, and Project number, if any)*  
Fairhope High School Football Stadium  
18800 Greeno Rd, Fairhope, AL 36532

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.

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 26th

day of May, 2020

  
*(Witness)*

  
*(Principal) Member*

*(Seal)*

  
*(Witness)*

*(Title) Sealie E Bond*  
*(Surety) Agent*  
*(Title)*



**OLD REPUBLIC SURETY COMPANY**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint; PAUL HILL BURKHOLDER, Jr., PAUL HILL BURKHOLDER, III, CHRISTOPHER D. BURKHOLDER, LESLIE E BOND, RENEE IRBY of MOBILE, AL

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

**ALL WRITTEN INSTRUMENTS**

and to bind OLD REPUBLIC SURETY COMPANY thereby; and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 19, 1992. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1992.

RESOLVED that the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED, FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president; and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile 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 affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 3th day of April, 2020



Karen J. Haffner  
Assistant Secretary

**OLD REPUBLIC SURETY COMPANY**

Alan Pavlic  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 8th day of April, 2020, personally came before me, Alan Pavlic, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson  
Notary Public

CERTIFICATE  
My Commission Expires: September 28, 2022  
(Expiration of notary's commission does not invalidate this instrument)  
I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



92-0239

Signed and sealed at the City of Brookfield, WI this 26th day of May, 2020

CRSO 22262 (3-05)

Karen J. Haffner  
Assistant Secretary