# EE BUILDERS, INC.

149 Fisher Street, S.W. Intsville, Alabama 35803

ate License #14882

# BID PROPOSAL

Project: Madison Community Center

Owner: City Of Madison

Architect: Nola Van Peursem Architects. PC

Architect Project Number: 21213

Bid Turn In Address: Madison City Hall, Council Chambers, 100 Hughes Road, Bid Date: Tuesday, October 25, 2022 at 2:00 pm local time. Madison Alabama.

Lee Builders, Inc. G.C. #14882



#### **SECTION 00 10 00**

BI	D	FO	RM	
_,	_			

Project Identification:	Madison Community Center	
Bid To:	City of Madison	
Bid From:	Lee Builders Inc.	

- The undersigned Bidder agrees, if this Bid is accepted, to enter into an agreement with the Owner, in the form included in the bidding Documents, to perform and furnish the Work as specified or indicated in the Bidding Documents for the Bid price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
- 2. In submitting this Bid, bidder represents, as more fully set forth in the agreement, that:
  - a. This Bid will remain subject to acceptance for 45 days after the day of the bid opening, however the contract period shall be extended one day for each day Notice to Proceed is delayed 90 days past bid day.
  - b. The Owner has the right to reject this Bid for any reason without disclosure;
  - c. Bidder accepts the provisions of the Instructions to Bidders regarding disposition of Bid Security;
  - d. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 10 days after the date of the Owner's Notice of Award;
  - e. Bidder has examined copies of all Bidding Documents;
  - f. Bidder has visited the site and become familiar with the general, local and site conditions;
  - g. Bidder is familiar with federal, state, and local laws and regulations:
  - h. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents and additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.
  - Bidder hereby agrees to commence work under this contract on or before a date to be specified in written Notice to proceed of the owner, and to Substantially Complete no later than Five Hundred Forty (540) calendar days after the Notice to Proceed is issued.
  - j. The Bid is genuine and not made in the interest of or on behalf of an undisclosed person, firm, or corporation and is not submitted in conformity with an agreement of rules of a group, association, organization or corporation; Bidder has not

from bidding and Bidder has not sought by collusion to obtain for itself an advantage over another Bidder or over Owner; Bidder has received the following Addenda receipt of which is hereby k. acknowledged; \_\_\_\_\_ Addenda 1-5 Dollars (\$ 10.834.273 SALES TAX ACCOUNTING: Pursuant to Act 2013-205, Section 1(g) the Contractor accounts for the sales tax NOT included in the bid proposal form as follows: **ESTIMATED SALES TAX AMOUNT** 405,697 Base Bid Alternate No. 1 (add) (deduct) \$\_ Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder. SUBMITTED on October 25th , 20 22 Lee Builders Inc. (Firm Name) C. Sean Lee - Vice President Lee Builders Inc. (Name / title of Person Authorized to Sign) Business Address: 2049 Fisher Street SW, Huntsville Alabama, 35803 Phone Number: 256-881-1778

14882

directly or indirectly induced or solicited another bidder to submit false or sham Bid; Bidder has not solicited or induce a person, firm or corporation to refrain

**END OF DOCUMENT** 

Contractor's License No.:

# **SUPPLEMENT C - LIST OF ALTERNATES**

PARTICULARS
1.01 THE FOLLOWING IS THE LIST OF ALTERNATES REFERENCED IN THE BID SUBMITTED B
1.02 (BIDDER) Lee Builders Inc.
1.03 TO: CITY OF MADISON
1.04 DATED October 25, 2022 AND WHICH IS AN INTEGRAL PART OF THE BID FORM.
LIST OF ALTERNATES
2.01 THE FOLLOWING AMOUNTS SHALL BE ADDED TO OR DEDUCTED FROM THE BID AMOUNT. REFER TO SECTION 01 23 00 - ALTERNATES: SCHEDULE OF ALTERNATES.
2.02 ALTERNATE # 1: (ADD) (DEDUCT) \$ \frac{17\8\}{2.02} (PATIO RENOVATION)
END OF SUDDI EMENT C

# SUPPLEMENT B - LIST OF UNIT PRICES

PARTICULARS
1.01 THE FOLLOWING IS THE LIST OF UNIT PRICES REFERENCED IN THE BID SUBMITTED BY:
1.02 (BIDDER)
1.03 TO: CITY OF MADISON
1.04 DATED 12 25 22 AND WHICH IS AN INTEGRAL PART OF THE BID FORM.
1.05 THE FOLLOWING UNIT PRICES ARE FOR ADDITIONS TO OR DEDUCTIONS FROM THE WORK WHEREIN UNIT PRICES ARE APPLICABLE AS DETERMINED BY THE ARCHITECT AND OWNER. THESE UNIT PRICES INCLUDE ALL CHARGES FOR LABOR AND MATERIALS, FEE, LAYOUT, SUPERVISION (FIELD AND HOME OFFICE), GENERAL EXPENSES, TAXES, INSURANCE, OVERHEAD AND PROFIT, FOR UNIT ITEM OF WORK IN PLACE. THE CONTRACT SUM SHALL BE INCREASED OR DECREASED BASED UPON QUANTITY DIFFERENCE MULTIPLIED BY THE APPLICABLE UNIT PRICE, IN ACCORDANCE WITH THE GENERAL CONDITIONS.
UNIT PRICE LIST
ITEM DESCRIPTION UNIT QUANTITYUNIT VALUE
2.01 CONCRETE - CUBIC YARD:
UNIT PRICE \$ 700 /CY X QUANTITY 10 CY = ALLOWANCE \$ 7,000 *
2.02 REBAR - TON:
UNIT PRICE \$ $\frac{1}{8}$ $\infty$ /TON X QUANTITY 1/2 TON = ALLOWANCE \$ $\frac{900}{100}$ *
2.03 STEEL - TON:
UNIT PRICE \$\frac{\infty}{2} \infty \frac{\infty}{2} \tag{TON X QUANTITY 1/2 TON = ALLOWANCE \$ \frac{\infty}{2} \infty \frac{\infty}{2} \infty \frac{\infty}{2} \tag{\infty} \tag{\infty} \frac{\infty}{2} \tag{\infty} \frac{\infty}{2} \tag{\infty} \frac{\infty}{2} \tag{\infty} \ta
2.04 REMOVAL OF UNSUITABLE SOILS - CUBIC YARD:
UNIT PRICE \$ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
2.05 COMPACT FILL (INSTALLED) - CUBIC YARD:
UNIT PRICE \$ $\frac{19.80}{}$ /CY X QUANTITY 100 CY = ALLOWANCE \$ $\frac{1}{3}$ $\frac{900}{}$
2.06 TRENCH ROCK EXCAVATION - CUBIC YARD:
UNIT PRICE \$ $32$ /CY X QUANTITY 100 CY = ALLOWANCE \$ $32$ , $5\infty$ *
2.07 6-INCH CONCRETE PAVEMENT (REMOVAL AND REPLACEMENT)- SQUARE FOOT:
UNIT PRICE \$ 12.00 /SF X QUANTITY 1,600 SF = ALLOWANCE \$ 19, 200 *
* INDICATES AMOUNTS TO BE INCLUDED IN BASE BID.
END OF SUPPLEMENT B

#### **SECTION 00 10 00**

BID	FO	RM
-----	----	----

Project Identification:	Madison Community Center
Bid To:	City of Madison
Bid From:	Lee Builders Inc.

- 1. The undersigned Bidder agrees, if this Bid is accepted, to enter into an agreement with the Owner, in the form included in the bidding Documents, to perform and furnish the Work as specified or indicated in the Bidding Documents for the Bid price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
- 2. In submitting this Bid, bidder represents, as more fully set forth in the agreement, that:
  - a. This Bid will remain subject to acceptance for 45 days after the day of the bid opening, however the contract period shall be extended one day for each day Notice to Proceed is delayed 90 days past bid day.
  - b. The Owner has the right to reject this Bid for any reason without disclosure:
  - c. Bidder accepts the provisions of the Instructions to Bidders regarding disposition of Bid Security;
  - d. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 10 days after the date of the Owner's Notice of Award;
  - e. Bidder has examined copies of all Bidding Documents;
  - f. Bidder has visited the site and become familiar with the general, local and site conditions;
  - g. Bidder is familiar with federal, state, and local laws and regulations;
  - h. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents and additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.
  - Bidder hereby agrees to commence work under this contract on or before a date to be specified in written Notice to proceed of the owner, and to Substantially Complete no later than Five Hundred Forty (540) calendar days after the Notice to Proceed is issued.
  - j. The Bid is genuine and not made in the interest of or on behalf of an undisclosed person, firm, or corporation and is not submitted in conformity with an agreement of rules of a group, association, organization or corporation; Bidder has not

from bidding and Bidder has not sought by collusion to obtain for itself an advantage over another Bidder or over Owner; Bidder has received the following Addenda receipt of which is hereby k. acknowledged; \_\_\_\_\_ Addenda 1-5 SALES TAX ACCOUNTING: Pursuant to Act 2013-205, Section 1(g) the Contractor accounts for the sales tax NOT included in the bid proposal form as follows: **ESTIMATED SALES TAX AMOUNT** Base Bid Alternate No. 1 (add) (deduct) \$\_\_\_ Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder. SUBMITTED on October 25th , 20 22 Lee Builders Inc. (Firm Name) C. Sean Lee - Vice President Lee Builders Inc. (Name / title of Person Authorized to Sign) Business Address: 2049 Fisher Street SW, Huntsville Alabama, 35803 Phone Number: 256-881-1778 14882 Contractor's License No.:

directly or indirectly induced or solicited another bidder to submit false or sham Bid; Bidder has not solicited or induce a person, firm or corporation to refrain

**END OF DOCUMENT** 

# **SUPPLEMENT C - LIST OF ALTERNATES**

PARTICULARS
1.01 THE FOLLOWING IS THE LIST OF ALTERNATES REFERENCED IN THE BID SUBMITTED BY
1.02 (BIDDER) Lee Builders Inc.
1.03 TO: CITY OF MADISON
1.04 DATED October 25, 2022 AND WHICH IS AN INTEGRAL PART OF THE BID FORM.
LIST OF ALTERNATES
2.01 THE FOLLOWING AMOUNTS SHALL BE ADDED TO OR DEDUCTED FROM THE BID AMOUNT. REFER TO SECTION 01 23 00 - ALTERNATES: SCHEDULE OF ALTERNATES.
2.02 ALTERNATE # 1: (ADD) (DEDUCT) \$ \frac{11}{18} (PATIO RENOVATION)
END OF SUPPLEMENT C

# **SUPPLEMENT B - LIST OF UNIT PRICES**

PART	TICULARS		
1.01	THE FOLLOWING IS THE LIST OF UNIT PRICES REFERENCED IN THE BID SUBMITTED BY:		
1.02	(BIDDER) Like Burnsers		
1.03	TO: CITY OF MADISON		
1.04	DATED 10 25 32 AND WHICH IS AN INTEGRAL PART OF THE BID FORM.		
1.05	THE FOLLOWING UNIT PRICES ARE FOR ADDITIONS TO OR DEDUCTIONS FROM THE WORK WHEREIN UNIT PRICES ARE APPLICABLE AS DETERMINED BY THE ARCHITECT AND OWNER. THESE UNIT PRICES INCLUDE ALL CHARGES FOR LABOR AND MATERIALS, FEE, LAYOUT, SUPERVISION (FIELD AND HOME OFFICE), GENERAL EXPENSES, TAXES, INSURANCE, OVERHEAD AND PROFIT, FOR UNIT ITEM OF WORK IN PLACE. THE CONTRACT SUM SHALL BE INCREASED OR DECREASED BASED UPON QUANTITY DIFFERENCE MULTIPLIED BY THE APPLICABLE UNIT PRICE, IN ACCORDANCE WITH THE GENERAL CONDITIONS.		
UNIT	PRICE LIST		
	ITEM DESCRIPTION UNIT QUANTITYUNIT VALUE		
2.01	CONCRETE - CUBIC YARD:		
	UNIT PRICE \$ 700 /CY X QUANTITY 10 CY = ALLOWANCE \$ 7,000 *		
2.02	REBAR - TON:		
	UNIT PRICE \$ 1,500 /TON X QUANTITY 1/2 TON = ALLOWANCE \$ 000 *		
2.03	STEEL - TON:		
	UNIT PRICE \$ 8,000 /TON X QUANTITY 1/2 TON = ALLOWANCE \$ 4,000 *		
2.04	REMOVAL OF UNSUITABLE SOILS - CUBIC YARD:		
	UNIT PRICE \$ 15.00 /CY X QUANTITY 100 CY = ALLOWANCE \$ 1,500 *		
2.05	COMPACT FILL (INSTALLED) - CUBIC YARD:		
	UNIT PRICE \$ 19,00 /CY X QUANTITY 100 CY = ALLOWANCE \$ 1,900 *		
2.06	TRENCH ROCK EXCAVATION - CUBIC YARD:		
	UNIT PRICE \$ $325$ /CY X QUANTITY 100 CY = ALLOWANCE \$ $32,500$ *		
2.07	6-INCH CONCRETE PAVEMENT (REMOVAL AND REPLACEMENT)- SQUARE FOOT:		
	UNIT PRICE \$ 12.00 /SF X QUANTITY 1,600 SF = ALLOWANCE \$ 19,200 *		
	* INDICATES AMOUNTS TO BE INCLUDED IN BASE BID.		
END (	OF SUPPLEMENT B		



SURETY:

1299 Zurich Way

of business)

Schaumburg, IL 60196

(Name, legal status and principal place

Fidelity and Deposit Company of Maryland

## **Bid Bond**

#### CONTRACTOR:

(Name, legal status and address)

Lee Builders, Inc. 2049 Fisher Street, SW Huntsville, AL 35803

#### OWNER:

(Name, legal status and address)

City of Madison 100 Hughes Road Madison, AL 35758

BOND AMOUNT: S Five Percent (5%) of Bid Amount but no more than Ten-Thousand Dollars (\$10,000.00)

PROJECT:

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

Renovation of Existing Building - Madison Community Center 1329 Browns Ferry Road, Madison, AL 35758

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.

Lee Builders, Inc.	
(Contractor as Principal)	(Seal)
(Title)	
Fidelity and Deposit Comp	any of Maryland
(Surety)	(Seal)
Blube the	
(Title) Blake Stephenson	, Attorney-in-Fact

(Withess)

(Witness)

#### ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Claudia C. MCCOY, Frederick M. LANIER, Hamlin L. CALDWELL, Steven D. MCCURRY, Linda HARLOW, Lisa D. ROSSETTI, Patricia D. RODGERS, Laurie B. HILL, Blake STEPHENSON of Huntsville, Alabama, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, 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 ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 09th day of June, A.D. 2021.







ATTEST: ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray Vice President

Dawn & Brown

By: Dawn E. Brown
Secretary

State of Maryland County of Baltimore

On this 09th day of June, A.D. 2021, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

anath anath

Constance A. Dunn, Notary Public My Commission Expires: July 9, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

#### **EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, <u>Attorneys-in-Fact</u>. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time"

#### **CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this \_\_25th \_ day of October \_\_\_\_\_\_, 2022 \_.







By:

Brian M. Hodges Vice President

Buen Hodge

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577



SURETY:

1299 Zurich Way

of business)

Schaumburg, IL 60196

Fidelity and Deposit Company of Maryland

# **Bid Bond**

#### CONTRACTOR:

(Name, legal status and address)

Lee Builders, Inc. 2049 Fisher Street, SW Huntsville, AL 35803

#### OWNER:

(Name, legal status and address)

City of Madison 100 Hughes Road Madison, AL 35758

BOND AMOUNT: S Five Percent (5%) of Bid Amount but no more than Ten-Thousand Dollars (\$10,000.00)

PROJECT:

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

Renovation of Existing Building - Madison Community Center 1329 Browns Ferry Road, Madison, AL 35758

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.

# (Name, legal status and principal place

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.

**ADDITIONS AND DELETIONS:** 

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.

Init.

Lee Builders, Inc.	
(Contractor as Principal)	(Seal)
(Title)	
Fidelity and Deposit Compa	ny of Maryland
(Surety)	(Seal)
- Pacha Stuff	
(Title) Blake Stephenson, A	Attorney-in-Fact

(Witness)

(Witness)

#### ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Claudia C. MCCOY, Frederick M. LANIER, Hamlin L. CALDWELL, Steven D. MCCURRY, Linda HARLOW, Lisa D. ROSSETTI, Patricia D. RODGERS, Laurie B. HILL, Blake STEPHENSON of Huntsville, Alabama, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, 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 ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 09th day of June, A.D. 2021.







ATTEST: ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

Dawn & Brown

By: Dawn E. Brown Secretary

State of Maryland County of Baltimore

On this 09th day of June, A.D. 2021, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Open A supplemental of the supplemental of the

Constance A. Dunn, Notary Public My Commission Expires: July 9, 2023

nstance a. Dunn

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

#### **EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, <u>Attorneys-in-Fact</u>. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

#### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 25th day of 0ctober, 2022.







By:

Brian M. Hodges Vice President

Bush Hodges

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims 1299 Zurich Way Schaumburg, IL 60196-1056 www.reportsfclaims@zurichna.com 800-626-4577