

BID ENVELOPE

NAME OF PROJECT: BRADLEY CENTRAL HIGH SCHOOL BASEBALL FIELDHOUSE
CLEVELAND, TENNESSEE

SEALED BIDS WILL BE RECEIVED BY:

BRADLEY COUNTY BOARD OF EDUCATION
800 SOUTH LEE HIGHWAY
CLEVELAND, TN 37311

UNTIL: 2:00 pm EDT (Eastern Daylight Time) DATE April 22, 2025
TIME

BIDDER	Wilder Contracting, LLC		
ADDRESS	PO Box 837, PO Box 837, Harrison, TN 37341		
TENNESSEE CONTRACTORS LICENSE NO.	67335		
LICENSE CLASSIFICATION applicable to this Project	BC-B		
11.30.25	2,900,000.00		
LICENSE EXPIRATION DATE	Dollar Limit		
(If no subcontract work is required, write "none required".)			
ASSOCIATED MECHANICAL SYSTEMS	CMC	31384	5.31.20
HVAC	Classification	License No.	Expiration Date:
LEE COMPANY	BC, CE, CMC, MU, S-MECHANICAL, CAS	9755	10.31.25
PLUMBING	Classification	License No.	Expiration Date:
GROVES ELECTRIC	CE	01476	9.30.20
ELECTRICAL	Classification	License No.	Expiration Date:
JENKINS MASONRY	BC, LMC	41528	3.31.20
MASONRY	Classification	License No.	Expiration Date:
N/A			
GEOTHERMAL	Classification	License No.	Expiration Date:

(BIDDERS MUST COMPLETE ALL AREAS OF THIS FORM)

CONTRACTOR'S FORM OF PROPOSAL
for
BRADLEY CENTRAL HIGH SCHOOL
BASEBALL FIELDHOUSE
Bradley County SchoolsTo: Bradley County Schools
800 South Lee Highway
Cleveland, TN 37311From: Wilder Contracting, LLC (Contractor)
PO Box 837
Harrison, TN 37341
tbrooks@wildercon.com (e-mail address)

The undersigned, having carefully familiarized himself (or themselves) with the existing conditions at the site and with the Drawings and Specifications prepared by Cope Associates, Inc., 2607 Kingston Pike, Suite 5, Knoxville, Tennessee, hereby proposes to furnish all labor, materials and equipment, and to perform all work required to construct the above Project, located in Cleveland, Tennessee; in accordance with Drawings and Specifications for the sum of:

SIX HUNDRED NINETY NINE THOUSAND ONE HUNDRED EIGHTY EIGHT Dollars

\$ 699,188.00
(in numbers)

hereinafter referred to as the Base Bid.

The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work within:

THREE HUNDRED FIFTY (350) Calendar Days.
(in words)

BID DEPOSIT

The undersigned furnishes herewith, as requested in the Instructions to Bidders, a bid deposit in the amount of five percent (5%) of the amount bid in the form of Cashier's Check _____, Certified Check _____, Bank Draft _____, made payable to the Owner, or Bid Bond, naming the Owner as the Obligee.
(Bidder to check form of deposit furnished.) **X**

It is understood and agreed that, should the undersigned fail to enter into a contract with the Owner or furnish acceptable contract security, (Performance Bond, and Labor and Materials Payment Bond) within the time and in the manner herein provided, the bid deposit shall be retained by the Owner as liquidated damages and not as a forfeiture. As it is impossible to determine precisely the exact amount of damages the Owner will sustain, it is agreed that the bid deposit is a fair and equitable estimate of such damages.

STIPULATIONS:

In submitting the bids, the undersigned agrees:

1. Bids will not be withdrawn within the period of sixty (60) calendar days following the opening thereof.
2. To furnish completed Schedule of Values, as defined in Division 1 Section "Payment Procedures", by Noon of the next business day after receipt of bids.
3. If notified of the acceptance of this bid, to execute a contract for the work and deliver to the Owner the performance and payment bond specified, within 10 calendar days after such notification.
4. To accept the conditions for Liquidated Damages in the Amount of **\$1,000.00** per calendar day.
5. That the Owner reserves the right to award the Contract to his best interests, to reject any or all bids, to waive any informalities in bidding, and to hold all bids for the bid guarantee period.
6. That undersigned or an authorized representative did attend the Pre-Bid Conference.
7. The Contractor warrants, by submission of this Bid that he has complied to the fullest extent with all requirements of the Bid Document without exclusion of any sort.

RECEIPT OF DRAWINGS:

Receipt is acknowledged of the Drawings and Project Manual identified by "**Bradley Central High School Baseball Fieldhouse** Project No. 24028" dated March 2025 and addenda and supplementary drawings listed under "Addenda Receipt" attached.

ORGANIZATION: (Bidder to check type of organization)

The undersigned is organized as a () corporation, () partnership, () individual, () sole proprietorship,

() joint venture, () other in the State of LLC in the state of TN

FEDERAL IDENTIFICATION NUMBER: 46-3727871

TENNESSEE CONTRACTORS LICENSE NUMBER: 67335

CONTRACTOR CLASSIFICATION, SUBCLASSIFICATION, AND LIMITATION:

BC-B		2,900,000.00
(Classification)	(Subclassification)	(Limitation)

ADDENDA RECEIPT: (List addenda and supplementary drawings and the date received).

Addendum No. <u>1</u>	Date Received <u>4.10.25</u>	
Addendum No. <u>2</u>	Date Received <u>4.15.25</u>	
Addendum No. <u>3</u>	Date Received <u>4.16.25</u>	
Addendum No. _____	Date Received _____	Unit Price _____

FIRM NAME Wilder Contracting, LLCSTATE OF INCORPORATION TennesseeBY Travis BrooksTITLE PresidentDate 4.22.25

OFFICIAL ADDRESS AND TELEPHONE:

811 Johnston RoadMcDonald, TN 37353Telephone: 423.834.3168

Note: If by a corporation, this bid must have the signature required by its bylaws.

BID SECURITY:Security in the sum of 5% Dollars(\$ 5%), in the form of Bid Bond is submitted herewith.**END OF BID FORM**

SECTION 00 56 00 – DRUG-FREE WORKPLACE AFFIDAVIT

Under the provisions of Tennessee Code Annotated § 50-9-113 enacted by the General Assembly in the year 2000, employers with five (5) or more employees who contract with either the state or a local government to provide construction services are required to submit an affidavit stating that they have a drug free workplace program that complies with Title 50, Chapter 9, in effect at the time of the submission of a bid at least to the extent required of governmental entities. To that end, all General Contractors submitting bids on the **Bradley Central High School Baseball Fieldhouse** project shall be required to complete the following **Drug-Free Workplace Affidavit** form and to submit same with their required bid documents, all sealed within the Bid Envelope as described in Section 00 41 00, Bid Envelope Cover Form.

DRUG-FREE WORKPLACE AFFIDAVITSTATE OF TennesseeCOUNTY OF Hamilton

The undersigned, principal officer of Wilder Contracting, LLC, an employer of five (5) or more employees contracting with Hamilton County government to provide construction services, hereby states under oath as follows:

1. The under signed is a principal officer of Wilder Contracting, LLC (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the Tennessee Code Annotated.
3. The Company is in compliance with T.C.A. § 50-9-113.

Further affiant saith not.


Travis Brooks

Principal Officer

STATE OF TennesseeCOUNTY OF Hamilton

Before me personally appeared Travis Brooks, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the forgoing affidavit for the purposes therein contained.

Witness my hand and seal at office this 22 day of April, 20 25



Notary PublicMy commission expires: 2.23.26

END OF SECTION



SECTION 00 58 00 – Non-Collusion Independent Price Determination AffidavitNon-Collusion Independent Price Determination Affidavit:

All General Contractors submitting bids on the **Bradley Central High School Baseball Fieldhouse** project shall be required to complete the following **Non-Collusion Independent Price Determination Affidavit** form and to submit same with their required bid documents, all sealed within the Bid Envelope as described in Section 00 41 00, Bid Envelope.

**NON-COLLUSION
INDEPENDENT PRICE DETERMINATION
AFFIDAVIT**

I do hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.

I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

I agree to abide by all terms and conditions of this bid and certify that I am authorized to sign this bid for the vendor.

COMPANY NAME Wilder Contracting, LLC

ADDRESS PO Box 837, Harrison, TN 37341

AUTHORIZED SIGNATURE



Travis Brooks

PRINT NAME HERE

DATE 4.22.25

THIS FORM MUST BE SIGNED AND RETURNED WITH THE BID.

END OF SECTION

SECTION 00 59 00 – Affidavit of Compliance with Tennessee Criminal History Records Check, Tennessee Code Annotated, Section §49-5-413

All General Contractors submitting bids on the **Bradley Central High School Baseball Fieldhouse** project shall be required to complete the following **Affidavit of Compliance with Tennessee Criminal History Records Check, Tennessee Code Annotated, Section §49-5-413** form and to submit same with their required bid documents, all sealed within the Bid Envelope as described in Section 00 41 00, Bid Envelope.

00 59 00

AFFIDAVIT OF COMPLIANCE WITH TENNESSEE CRIMINAL HISTORY RECORDS CHECK, TENNESSEE CODE
ANNOTATED, SECTION §49-5-413

Page 1 of 2

**AFFIDAVIT OF COMPLIANCE
WITH
TENNESSEE CRIMINAL HISTORY RECORDS CHECK
TENNESSEE CODE ANNOTATED, SECTION §49-5-413**


(To be submitted with bid by contractor)

I, Travis Brooks, president or other principal officer of

Wilder Contracting, LLC

(Name of Company)

compliance with Public Chapter 587 of 2007, codified at Tennessee Code Annotated §49-5-413, in effect at the time of this bid submission at least to the extent required of, governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, §49-5-413.



President or Principal Officer

For Wilder Contracting, LLC

Name of Company

STATE OF Tennessee

COUNTY OF Hamilton

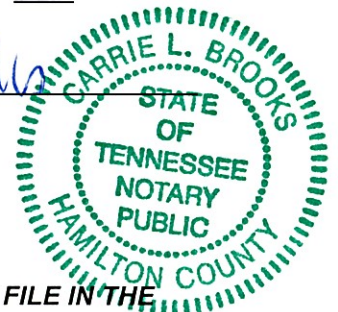
Before me personally appeared Travis Brooks, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this 22 day of April, 2025.



Notary Public

My commission expires 2.23.26.



**THIS FORM MUST BE INCLUDED IN THE BID PACKAGE AND MUST BE ON FILE IN THE
PURCHASING DEPARTMENT BEFORE WORK BEGINS.**

00 59 00

AFFIDAVIT OF COMPLIANCE WITH TENNESSEE CRIMINAL HISTORY RECORDS CHECK, TENNESSEE CODE
ANNOTATED, SECTION §49-5-413

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond**CONTRACTOR:***(Name, legal status and address)*

Wilder Contracting, LLC
P.O. Box 837
Harrison, TN 37341

SURETY:*(Name, legal status and principal place of business)*

Westfield Insurance Company
P.O. Box 5001
Westfield Center, OH 44251-5001
Mailing Address for Notices

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)*

Bradley County Board of Education
800 South Lee Highway
Cleveland, TN 37311

BOND AMOUNT: 5% Five Percent of Amount Bid

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

Bradley Central High School Baseball Fieldhouse, 24028

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 22nd day of April, 2025.

Andrew Brown
(Witness)

DocuSigned by:

Andrew Brown

4EDB542FEB3E491...

(Witness) Andrew Brown

Wilder Contracting, LLC

*(Principal)**(Seal)*By: *[Signature]**(Title)*

Westfield Insurance Company

*(Surety)**(Seal)*

Signed by:

By: *Catherine L. McMillan*

AADD4F6CA1C541C

(Title) Catherine L. McMillan, Attorney-in-Fact

General
Power
of Attorney

CERTIFIED COPY

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint Catherine L. McMillan

of Knoxville and State of TN its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver the following bond:

Surety Bond Number: Bid Bond
Principal: Wilder Contracting, LLC
Obligee: Bradley County Board of Education

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

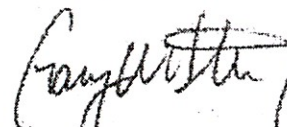
"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 01st day of May A.D., 2024.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: 
Gary W. Stumper, National Surety Leader and
Senior Executive

State of Ohio
County of Medina ss.:

On this 01st day of May A.D., 2024, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed





David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 22nd day of April A.D., 2025



 Secretary
Frank A. Carrino, Secretary