

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)
TIME

April 22, 2025
DATE

BIDDER	Pro Builders Unlimited, Inc.		
ADDRESS	2700 Executive Park Dr. NW Suite B Cleveland, TN 37312		
TENNESSEE CONTRACTORS LICENSE NO.	37304		
LICENSE CLASSIFICATION applicable to this Project	BC: CMC-A		
11-30-26	UNLIMITED		
LICENSE EXPIRATION DATE	Dollar Limit		
(If no subcontract work is required, write "none required".)			
ASSOCIATED MECHANICAL SYSTEEMS, INC..	CMC	31384	05-31-26
HVAC	Classification	License No.	Expiration Date:
DAMRON PLUMBING LLC.	CMC-A; MU-A	27474	07-31-26
PLUMBING	Classification	License No.	Expiration Date:
GROVE ELECTRIC	CE	61476	09-30-26
ELECTRICAL	Classification	License No.	Expiration Date:
JENKINS MASONRY	BC: LMC	LMC#41528	03-31-26
MASONRY	Classification	License No.	Expiration Date:
NONE REQUIRED			
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 Schools

To: Bradley County Schools
800 South Lee Highway
Cleveland, TN 37311

From: PRO BUILDERS UNLIMITED, INC. (Contractor)

2700 EXECUTIVE PARK DR NW SUITE B

CLEVELAND, TN 373121

CRAYPB40@AOL.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 Ninty Eight Thousand Two Hundred Thirty Dollars and 00/100 Dollars

\$ 698,230.00
(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:

TWO HUNDRED FIFTY (250) 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.)

BID BOND

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 TENNESSEE

FEDERAL IDENTIFICATION NUMBER: 62-1590182

TENNESSEE CONTRACTORS LICENSE NUMBER: 37304

CONTRACTOR CLASSIFICATION, SUBCLASSIFICATION, AND LIMITATION:

BC: _____	CMC-C _____	UNLIMITED _____
(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 Pro Builders Unlimited, Inc.STATE OF INCORPORATION TENNESSEEBY C. Ray StephensTITLE PRESIDENTDate 4-22-25

OFFICIAL ADDRESS AND TELEPHONE:

132 BULLENS RDOcoee, TN 37361Telephone: (423) 605-8760

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

BID SECURITY:Security in the sum of THIRTY FIVE THOUSAND DOLLARS Dollars(\$ 35,000.00), in the form of BID BOND is submitted herewith.**END OF BID FORM**

**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.

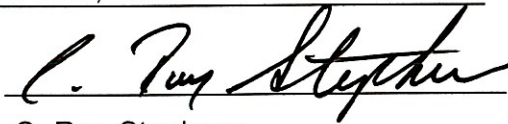
I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

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 Pro Builders Unlimited, Inc.

ADDRESS 132 BULLEND RD OCOEE, TN 37361

AUTHORIZED SIGNATURE



C. Ray Stephens

PRINT NAME HERE

DATE 4-22-25

THIS FORM **MUST** BE SIGNED AND RETURNED WITH THE BID.

END OF SECTION

00 58 00

NON-COLLUSION INDEPENDENT PRICE DETERMINATION AFFIDAVIT

Page 2 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, C. Ray Stephens, president or other principal officer of
Pro Builders Unlimited, Inc., swear or affirm that the company is in
(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 Pro Builders Unlimited, Inc.


Name of Company

STATE OF TENNESSEE

COUNTY OF BRADLEY

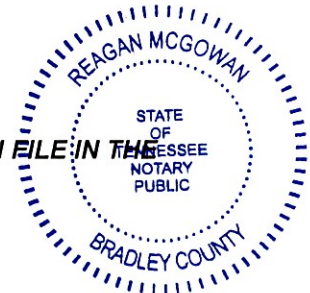
Before me personally appeared C. Ray Stephens, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

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


Notary Public

My commission expires My Commission Expires
May 13, 2028

**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

DRUG-FREE WORKPLACE AFFIDAVITSTATE OF TENNESSEECOUNTY OF BRADLEY

The undersigned, principal officer of Pro Builders Unlimited, Inc., an employer of five (5) or more employees contracting with BRADLEY CO. HIGH SCHOOL County government to provide construction services, hereby states under oath as follows:

1. The under signed is a principal officer of Pro Builders Unlimited, Inc. (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.

C. Ray Stephens
Principal Officer

STATE OF TENNESSEECOUNTY OF BRADLEY

Before me personally appeared C. Ray Stephens, 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 22nd day of APRIL, 20 25.

Reagan McGowan
Notary Public

My commission expires: My Commission Expires
May 13, 2028

END OF SECTION

00 56 00
DRUG-FREE WORKPLACE AFFIDAVIT
Page 2 of 2



Bid Bond**CONTRACTOR:**

(Name, legal status and address)

Pro Builders Unlimited Inc.**2700 Executive Park Drive Northwest, Cleveland, TN 37312****(423) 605-8760****SURETY:**

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company**175 Berkeley Street Boston, MA 02116****OWNER:**

(Name, legal status and address)

Bradley Central High School Secure Vestibule**800 South Lee Highway****Cleveland TN 37311****BOND AMOUNT:**Not to Exceed: **Thirty-five Thousand****(\$35,000.00) Dollars****PROJECT:**

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

Baseball Fieldhouse 24028**1000 South Lee Highway, Cleveland, TN 37311**

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 **17th** day of **April**, **2025**

Gracie Harmon
(Witness)

Nick Brady
(Witness)

Pro Builders Unlimited Inc.

(Principal)

(Title)

The Ohio Casualty Insurance Company

(Surety)

David Gonsalves

Attorney In Fact

(Title)



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8202753-985148

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint David Gonsalves

all of the city of Charlotte state of NC each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of December, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 16th day of December, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of April, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary