



OFFICE OF MAINTENANCE AND OPERATIONS

DATE: March 21, 2014

TO: Karen Gagliano, Director of Business and Support Services

FROM: Allen Thacker, Supervisor of Maintenance and Operations

SUBJECT: Blankenship Bleacher Bid Recommendation

Karen,

I am recommending that the Oak Ridge Schools Board of Education accept the proposal from Dant Clayton Corporation for the Jack Armstrong Stadium / Blankenship Field visitor side bleacher replacement and associated work. Their base bid of \$523,940.00 for the bleacher replacement, grade work, and handicap sidewalk, and the alternate of \$40,000 for the reconditioning of the Wildcat Crossing stairs met the minimum requirements and was the lower of the two qualified bidders. The project required a pre-bid walk through at which, seven (7) interested contractors attended, but only two chose to place bids on the project.

The total cost of the project if the alternate is completed comes to a total of \$563,940.00. Funding for this project has not yet been identified.

Thank you,

Allen Thacker,

A handwritten signature in blue ink that reads "Allen Thacker".

Supervisor of Maintenance and Operations

MBI

michael brady inc.
architecture engineering interiors

Oak Ridge High School, Jack Armstrong Stadium Bleachers
 Banner System
 Stair Repair

MBI Comm. No. 130200
 Date: 03/21/14

Contractor	Addendum 1	Base Bid	Alternates		# Days
			1	2	
✓ Dant Clayton		\$523,940.00	\$20,000	\$40,000	135
First Place Finish-					135
Home Source-LLC-					135
✓ K&F Construction		\$568,000.00	\$15,000	\$29,000	135
Stadium-Pros					135

I certify that the above tabulation is a true and accurate representation of prices listed on bid forms opened at Oak Ridge Schools Maintenance Department
Allen Chaker
 Signature

COPY

COPY

Bid Form - General Contract

TO: Oak Ridge Schools Maintenance Department
100 Woodbury Lane
Oak Ridge, TN 37830

DATED: 3/21, 2014

Having carefully examined the Invitation and Instructions to Bidders, the General Conditions of the Contract and Specifications entitled "A New Development For: Oak Ridge High School, Jack Armstrong Stadium, 1450 Oak Ridge Turnpike, Oak Ridge, Tennessee 37830" and the Drawings similarly entitled, as well as the premises and conditions affecting the work, the Undersigned proposes to furnish all materials and labor called for by them for the work in accordance with said documents for the sum of:

Five hundred twenty three thousand nine hundred and forty Dollars (\$ 523,940).

hereinafter referred to as the Base Bid.

We further submit the following proposal for the described alternate below. The work under this alternate will conform to all applicable provisions of specifications, except as specifically noted otherwise. The amount quoted includes the cost of all incidental omissions, additions, adjustments required because of the change, and the modification and/or removal of existing items as necessary for the new work. All items not specifically identified as an alternate item is included in the Base Bid above.

Alternate "1"

If Alternate "1" for providing material, equipment, labor, and supervision necessary to construct Grandstand Graphic System as specified in 133430.2.02.1.1-6 in lieu of deleting the same from Contractor's Scope of Work is accepted, add to the Base Bid the sum of

Twenty thousand dollars Dollars (\$ 20,000.00).

Alternate "2"

If Alternate "2" for providing material, equipment, labor, and supervision necessary to perform all indicated work on home-side concrete steps in lieu of deleting the same from Contractor's Scope of Work is accepted, add to the Base Bid the sum of

Four thousand dollars Dollars (\$ 4,000).

If written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the Undersigned within sixty (60) days after the date of receipt of bids or at anytime thereafter before this bid is withdrawn, the Undersigned agrees that he will execute and deliver a Contract on the forms which will be provided him in accordance with bid as specified; and that he will give performance and payment bonds as specified with good and sufficient surety or sureties all within ten (10) days, unless a longer period is allowed after the prescribed forms are presented to him for signature.

The Bidder is to complete the work within **one hundred thirty five (135) consecutive calendar days** from the Notice to Proceed. The Bidder, by submitting this Bid, agrees to furnish labor, materials, equipment, etc., necessary to complete the work by the above stated dates and to accept the conditions for liquidated damages in the amount of **Five Hundred Dollars (\$500.00) per calendar day**. The above stated dates for completion of this project are of utmost importance to the Owner.

The Undersigned hereby acknowledges receipt of all Contract Documents including all pages of the Specifications, all sheets of the Drawings, and the following Addenda:

Addendum No. 1 Date: 3/17/14 Addendum No. Date:
Addendum No. Date: Addendum No. Date:
Addendum No. Date: Addendum No. Date:

Sincerely,

Tate Hunter

Bidder (If by a Corporation, this Bid must have the Signature Required by its By-Laws)

V. P.

Title

Dart Clayton Corporation

Firm Name

Kentucky

State of Incorporation

22056

State License No.

1500 Breckman Lane Louisville Ky 40210

Official Address

End of Bid Form



Bid Form - General Contract

TO: Oak Ridge Schools Maintenance Department
100 Woodbury Lane
Oak Ridge, TN 37830

DATED: 3/21, 2014

Having carefully examined the Invitation and Instructions to Bidders, the General Conditions of the Contract and Specifications entitled "A New Development For: Oak Ridge High School, Jack Armstrong Stadium, 1450 Oak Ridge Turnpike, Oak Ridge, Tennessee 37830" and the Drawings similarly entitled, as well as the premises and conditions affecting the work, the Undersigned proposes to furnish all materials and labor called for by them for the work in accordance with said documents for the sum of:

Five hundred twenty three thousand ^{eight hundred} ninety Dollars (\$ 523,940).

hereinafter referred to as the Base Bid.

We further submit the following proposal for the described alternate below. The work under this alternate will conform to all applicable provisions of specifications, except as specifically noted otherwise. The amount quoted includes the cost of all incidental omissions, additions, adjustments required because of the change, and the modification and/or removal of existing items as necessary for the new work. All items not specifically identified as an alternate item is included in the Base Bid above.

Alternate "1"

If Alternate "1" for providing material, equipment, labor, and supervision necessary to construct Grandstand Graphic System as specified in 133430.2.02.1.1-6 in lieu of deleting the same from Contractor's Scope of Work is accepted, add to the Base Bid the sum of

Twenty thousand dollars Dollars (\$ 20,000.00).

Alternate "2"

If Alternate "2" for providing material, equipment, labor, and supervision necessary to perform all indicated work on home-side concrete steps in lieu of deleting the same from Contractor's Scope of Work is accepted, add to the Base Bid the sum of

Forty thousand dollars Dollars (\$ 40,000.00).

If written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the Undersigned within sixty (60) days after the date of receipt of bids or at anytime thereafter before this bid is withdrawn, the Undersigned agrees that he will execute and deliver a Contract on the forms which will be provided him in accordance with bid as specified; and that he will give performance and payment bonds as specified with good and sufficient surety or sureties all within ten (10) days, unless a longer period is allowed after the prescribed forms are presented to him for signature.

The Bidder is to complete the work within **one hundred thirty five (135) consecutive calendar days** from the Notice to Proceed. The Bidder, by submitting this Bid, agrees to furnish labor, materials, equipment, etc., necessary to complete the work by the above stated dates and to accept the conditions for liquidated damages in the amount of **Five Hundred Dollars (\$500.00) per calendar day**. The above stated dates for completion of this project are of utmost importance to the Owner.

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Addendum No. 1 Date: 3/17/14 Addendum No. Date:
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Sincerely,

Tate Hutton
Bidder (If by a Corporation, this Bid must have the Signature Required by its By-Laws)

V. P.
Title

Dant Clayton Corporation
Firm Name

Kentucky
State of Incorporation

22056
State License No.

1500 Brenheim Lane Louisville Ky 40210
Official Address

End of Bid Form



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Dant Clayton Corporation
1500 Bernheim Lane
Louisville, KY 40210

SURETY:

(Name, legal status and principal place of business)

North American Specialty Insurance Company
650 Elm Street
Manchester, NH 03101
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

Oak Ridge Schools
304 New York Avenue
Oak Ridge, TN 37830

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

PROJECT:

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

Oak Ridge High School - Jack Armstrong Stadium - New Grandstand System

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 21st day of March, 2014



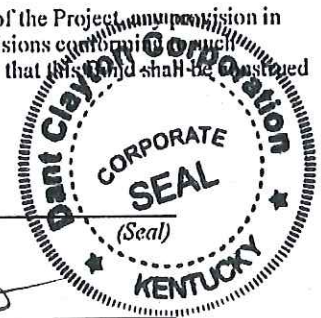
(Witness)

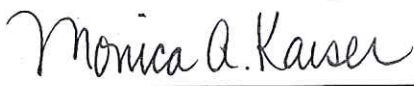
Dant Clayton Corporation

(Principal)

By: 

(Title) V.P.





(Witness)

North American Specialty Insurance Company

(Surety)

By: 

(Title) Paula J. Teague Attorney-in-Fact



NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois each does hereby make, constitute and appoint: Paula J. Teague

Its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, the following surety bond:

Principal: Dant Clayton Corporation

Bond Number: Bid Bond

Obligee: Oak Ridge Schools

Bond Amount: See Bond Form

Bond Description: Oak Ridge High School - Jack Armstrong Stadium - New Grandstand System

Provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



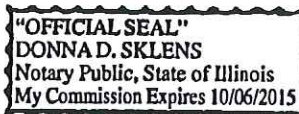
By [Signature]
David M. Layman, Vice President of Washington International Insurance Company
& Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 25th day of May 20 12.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 25th day of May 20 12, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 21st day of March, 2014.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & Assistant Secretary of North American Specialty Insurance Company

THIS FORM MUST BE FIRMLY ATTACHED TO THE OUTSIDE OF THE ENVELOPE CONTAINING THE BID. NO BID WILL BE CONSIDERED IF THIS FORM IS INCOMPLETE OR NOT ATTACHED TO THE OUTSIDE OF THE BID ENVELOPE.

TO:	Oak Ridge Schools 304 New York Avenue Oak Ridge, Tennessee 37830	PROJECT:	A New Development For: Oak Ridge High School Jack Armstrong Stadium 1450 Oak Ridge Turnpike Oak Ridge, Tennessee 37830
DATE:	03/26/2014	TIME:	11:00 AM
LOCATION:	OAK Ridge Schools's Maintenance Department 100 Woodbury Lane Oak Ridge TN 37830		

NAME OF BIDDER:	Ocot Clayton Corporation	BIDDER'S LICENSE CLASSIFICATION:	EC-2, 7, 18, 19, 28 5 - Fresh Air Heat of Plants
LICENSE NO.:	77056 <small>(If bidder is licensed in more than one classification that applies to work being bid, include the license number, classification & expiration date of all classifications)</small>	EXPIRATION DATE:	7/26/2015
		MONETARY LIMITS:	NO LIMIT \$ 1,500,000.00

PART II: IF THE BID INVOLVES: (1) ELECTRICAL WORK, (2) PLUMBING WORK, (3) HEATING, VENTILATION OR AIR CONDITIONING WORK, (4) MASONRY WORK, OR (5) GEOTHERMAL WORK, THE BIDDER MUST COMPLETE PART II. IF NOT, ENTER "NONE" IN THE SPACE FORM ITEM (A) BELOW.

	Electrical	Plumbing	HVAC	Masonry	Geothermal
A. Name of Sub holding license:	_____	A. Name of Sub holding plumbing license: _____	A. Name of Sub holding HVAC license: _____	A. Name of Sub holding Masonry license: _____	A. Name of Sub holding Geothermal license: _____
B. License No. of Contractor holding license:	_____	B. License No. of Contractor holding plumbing license: _____	B. License No. of Contractor holding HVAC license: _____	B. License No. of Contractor holding Masonry license: _____	B. TDEC Lic.No. of Contractor holding Geothermal license: _____
C. License classification and limits:	_____	C. License classification and limits: _____	C. License classification and limits: _____	C. License classification and limits: _____	C. TDEC License classification and limits: _____
D. Expiration date of license:	_____	D. Expiration date of plumbing license: _____	D. Expiration date of HVAC license: _____	D. Expiration date of Masonry license: _____	D. Expiration date of Geothermal license: _____