

SHELBY COUNTY,

TENNESSEE

SAFE ROUTES TO SCHOOL

INSTRUCTIONS TO BIDDERS

BIDS TO BE RECEIVED

MARCH 30, 2012

Sealed bids for the construction of the following projects will be received by **SHELBY COUNTY of TENNESSEE, 160 N. Main, Suite 550, Memphis, Tennessee 38103** until **2:30 P.M. ON March 30, 2012** and opened publicly at **160 N. Main, Suite 550, at 2:30 P.M. on March 30, 2012**. The reading of the bids will begin at **2:30 P.M.**

The proposed construction shall be performed in accordance with the **Standard Specifications for Road and Bridge Construction of the Tennessee Department of Transportation**, dated March 1, 2006, which are incorporated herein by reference and made a part hereof. In addition, only the Special Provisions contained within the applicable Contract Proposal will be considered binding. Any reference to the **Tennessee Department of Transportation Standard Specifications** dated prior to March 1, 2006 shall be disregarded. In addition, any reference to any Special Provision not contained within the applicable Contract Proposal shall be disregarded. All questions related to the Contract Proposal, Plans, Specifications or Special Provisions shall be directed to the **PURCHASING OFFICE (901-222-2250)**. Information received from other offices of **SHELBY COUNTY** is strictly advisory.

IMPORTANT NOTICE TO BIDDERS:

Prospective bidders should read the following instructions carefully before submitting their bids. Special attention is called to the regulations of **SHELBY COUNTY** that total bids, rather than unit prices, will be read. Proposals shall be rejected as being irregular if they fail to contain a unit price for each item listed. Extensions of the various items must be sub-totaled, carried forward, and shown as a grand total following the last proposal item. All entries must be in ink.

After a bidder has deposited a proposal with **SHELBY COUNTY**, he can withdraw it only on written request in accordance with **Subsection 102.07 of the Tennessee Department of Transportation Standard Specifications**.

Totals read at the opening of the bids are not guaranteed to be correct and no final award of the contract will be made until bids and extensions have been checked and re-checked.

On all projects which are financed in whole or in part by funds received through Federal agencies and the Tennessee Department of Transportation, the awarding of contracts by **SHELBY COUNTY** will be subject to approval by the Tennessee Department of Transportation through which funds are received. **SHELBY COUNTY** reserves the right to reject any bid proposal which is not acceptable to the Tennessee Department of Transportation, although such bid proposal would otherwise qualify as the lowest and best bid under the **Tennessee Department of Transportation Standard Specifications**.

The awarding of the contract or rejection of all proposals will be made within 30 days after the formal opening of the proposals. Upon award, a detailed letter of instructions will be forwarded along with appropriate documents to the low bidder.

SHELBY COUNTY hereby notifies all bidders, that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of age, race, color, religion, national origin, sex or disability in consideration for an award.

SHELBY COUNTY is an equal opportunity affirmative action employer, drug-free, with policies of nondiscrimination on the basis of race, sex, religion, color, national or ethnic origin, age, disability, or military service.

The bidder is advised to familiarize himself with the provisions of Tennessee Code Annotated, Section 67-6-209, entitled "Use of Property Produced or Severed from the Earth-Exemptions", which relates to the payment of taxes on the use of tangible personal property severed from the earth. This tax is in addition to those levied for other tangible personal property.

The bidder must have at his disposal the necessary equipment to put on the project when instructions are issued to begin work, and to do the work within the time specified. In the event the bidder has been awarded contracts for highway work in the past, he shall have financed his work in such a manner that just and proper claims in the discretion of **SHELBY COUNTY**, representing labor and materials entering therein, have not been filed with **SHELBY COUNTY**.

PREQUALIFICATION OF BIDDERS:

Each prospective bidder and subcontractor will be required to file a document entitled "Prequalification Questionnaire." The foregoing shall be filed on a form provided by the Tennessee Department of Transportation. The form must be filled out completely, and the truth and accuracy of the information provided must be certified by a sworn affidavit signed by an officer, partner, owner or other authorized representative of the applicant who has authority to sign contracts or other legal documents on behalf of the applicant. A prospective bidder must be prequalified by and in good standing with the Tennessee Department of Transportation prior to the issuance of a proposal form. A prospective subcontractor must be prequalified by and in good standing with the Tennessee Department of Transportation prior to being approved as a

subcontractor. Each prospective bidder or subcontractor shall notify the Tennessee Department of Transportation if there is any subsequent change in the name, organization or contact information provided.

Prospective bidders' "Prequalification Questionnaire" shall be filed with the Tennessee Department of Transportation at least fourteen (14) days prior to the date of opening bids on any letting in which the applicant intends to submit a bid to the Tennessee Department of Transportation, or at least fourteen (14) days prior to the date on which the applicant requests approval as a subcontractor under a contract awarded by **SHELBY COUNTY**. Bidders intending to submit proposals consistently shall complete and submit the prequalification application annually; however, this document may be changed during such period upon submission of additional favorable reports or upon receipt by the Tennessee Department of Transportation of substantiated evidence of unsatisfactory performance. The Tennessee Department of Transportation reserves the right to request additional information and documentation to clarify and/or verify any information submitted in an applicant's prequalification application.

**The prequalification form can be found at the web address
<http://www.tdot.state.tn.us/construction>**

A proposal to be used for non-bidding purposes may be issued to any interested party regardless of prequalification.

PROPOSAL BOND

Each proposal must be accompanied by a bidder's bond, or Cashier's Check, or Certified Check made payable to **SHELBY COUNTY** in an amount equaling not less than five percent (5%) of the amount bid. In the case of optional items in the proposals, the amount of the bidder's bond or check must be in an amount equaling not less than five percent (5%) of the total amount of the bid based on the high option.

If the bidder's bond is offered as guaranty, the bond must be on the form furnished by the **SHELBY COUNTY** and made by a surety company, qualified and authorized to transact business in the State of Tennessee and must be acceptable to **SHELBY COUNTY**.

If a check is offered as guaranty, the check of the successful bidder will be cashable at the discretion of the **SHELBY COUNTY**, pending the satisfactory execution and acceptance of the contract and the contract bond.

ISSUANCE OF BIDDING DOCUMENTS

This **SHELBY COUNTY** and the Tennessee Department of Transportation are on a cash basis for sales of Plans, Proposal Contracts, Standard Specifications, Standard Drawings, Standard Drawing Books and Tabulations of Bids. The one exception for credit sales will be to bonding companies doing business with this **SHELBY COUNTY**. Requests for documents must be accompanied by cash, check, money order, or they may be mailed to the buyer C.O.D., or authorized charging to a recognized bonding company.

When two or more contractors wish to bid together in a joint venture, each contractor will be required to make a written request for such a proposal to the Tennessee Department of Transportation Construction Division. This request shall be signed by an authorized signatory of each firm.

Requests for joint venture proposals may be made in person or by telephone. However, the proposal for said joint venture will not be issued until the request in writing, as set forth above, is received by the Tennessee Department of Transportation Construction Division.

REJECTION OF PROPOSALS

Proposals will be rejected as irregular if prior to the formal opening of the Proposal all of the following documents have not been signed: (1) the bidder shall sign by written signature the Proposal form, (2) the bidder shall sign by written signature the Proposal Certification form, (3) the bidder shall sign by written signature the Proposal Bond form or the Proposal Guarantee, whichever is applicable, (4) the Agent or Attorney-in-Fact representing a Surety Company shall sign by written signature the Proposal Bond, if applicable. In addition, Proposals will be rejected if any of the above signatures are a reproduced copy, such as, but not limited to a photostatic copy or a facsimile transmission. An original, dated and valid Power of Attorney for the Attorney-in-Fact must accompany the Proposal and the Contract. The accompanying Power of Attorney must be dated, and the date must be the exact same date as the date on the Proposal Bond. The Proposal and the Proposal Bond, including the attached Power of Attorney, shall be valid and binding for 60 days subsequent to the date of opening bids. As an alternative, Surety Companies may submit an original, unnumbered Power of Attorney suitable for photocopying to **SHELBY COUNTY**. Surety Companies choosing this alternative will be required to furnish **SHELBY COUNTY** with a letter on the company letterhead and signed by an officer of the company authorized to appoint Attorneys-in-fact.

Proposals shall be completed on the forms as issued. Photostatic or facsimile copies of Proposal sheets may not be attached to the Proposal, unless directed by **SHELBY COUNTY**. Proposals containing forms not issued by the **SHELBY COUNTY** except for computer generated bid item sheets, may be subject to rejection.

Please review a part of **Subsection 102.02 of the Tennessee Department of Transportation Standard Specifications** stating: "All of the documents that are bound therein are part of the Proposal and shall not be detached." Proposals shall not be taken apart. Proposals taken apart may be subject to rejection. Also, please review a part of **Subsection 102.09 of the Tennessee Department of Transportation Standard Specifications** stating: "Proposals will be rejected as being irregular if they are not prepared on the prescribed forms; if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind; or if they fail to contain a unit price for each item listed." Proposals shall be completed on the forms as issued. Photostatic or facsimile copies of Proposal sheets may not be attached to the Proposal. Proposals containing forms not issued by **SHELBY COUNTY** except for computer generated bid item sheets, may be subject to rejection.

ADDENDA

Addenda to the Proposal will be acknowledged by all bidders. Failure to acknowledge receipt of Addendum Letters is grounds for rejection.

RETAINAGE

Effective for all contracts let after August 1, 2005 **SHELBY COUNTY** will not hold retainage. This will not be retroactive and will only apply to new contracts going forward. In addition, as part of this change, the Contractor will not be able to hold retainage from the subcontractor.

SUBCONTRACTS

Your special attention is called to **Section 105 - Control of Work, and Section 108 - Prosecution and Progress of the Tennessee Department of Transportation Standard Specifications**, concerning duties of the contractor and subletting of contracts.

SHELBY COUNTY Officer

The following information applies to Federal-Aid construction projects:

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m. eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

PROPOSAL
TO SHELBY COUNTY,
TENNESSEE

By submitting this Proposal, the undersigned bidder represents that it has carefully examined the site of the work described herein, has become familiar with local conditions and the character and extent of the work; has carefully examined the Plans, the **Standard Specifications for Road and Bridge Construction (March 1, 2006)** adopted by the State of Tennessee, Department of Transportation, with subsequent revisions which are acknowledged to be a part of this Proposal, the Special Provisions, the Proposal Form, the Form of Contract, and the Form of Contract Payment and Performance Bond; and thoroughly understands their stipulations, requirements, and provisions.

The undersigned bidder has determined the quality and quantity of materials required; has investigated the location and determined the sources of supply of the materials required; has investigated labor conditions; and, has arranged for the continuous prosecution of the work herein described.

By submitting this Proposal, the undersigned bidder agrees to provide all necessary equipment, tools, labor, incidentals, and other means of construction, to do all the work, and furnish all the materials of the specified requirements which are necessary to complete the work in accordance with the Plans, and the Specifications, and agrees to accept as payment in full therefor the unit prices for the various items described in the Specifications that are set forth in this Proposal. The bidder understands that the quantities of work specified are approximate only and are subject to increase or decrease and that any such increase or decrease will not affect the unit prices set forth in this Proposal. Compensation for "extra work" which may be required by **SHELBY COUNTY** in connection with the construction and completion of the work but which was not reflected in the Plans and Specifications at the time of bidding, will be made in the following manner: work for which there is a unit price set forth in this Proposal will be compensated at that unit price; work for which there is no unit price set forth in this Proposal will be compensated in accordance with the applicable **Tennessee Department of Transportation Standard Specifications**.

By submitting this Proposal, the undersigned bidder hereby agrees to be bound by the award of the Contract and, if awarded the Contract on this Proposal, to execute the required Contract and the required Contract Payment and Performance Bond within ten (10) days after receipt of notice of the award. The undersigned bidder submits herewith the required Proposal guaranty in an amount of not less than five percent (5%) of the total amount of the Proposal offered and agrees and consents that the Proposal guaranty shall immediately be at the disposal of **SHELBY COUNTY**, not as a penalty, but as an agreed liquidated damage if the required Contract and Contract Payment and Performance Bond are not executed within ten (10) days from receipt of the notice of award.

THIS PROPOSAL SUBMITTED BY:

Bidder (1)

By: _____

Printed Name and Title

Address

City/State/Zip

Bidder (1) being a _____ composed of officers, partners, or owners as follows:
(Type of business entity)

Name/Title

Name/Title

Name/Title

Name/Title

Name/Title

Name/Title

Bidder (2)*

By: _____

Printed Name and Title

Address

City/State/Zip

Bidder (2) being a _____ composed of officers, partners, or owners as follows:
(Type of business entity)

Name/Title

Name/Title

Name/Title

Name/Title

Name/Title

Name/Title

***NOTE: The signature and information for Bidder (2) is to be provided when there is a joint venture.**

PROPOSAL CERTIFICATION

The undersigned, being first duly sworn, certifies on behalf of the bidder that it has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Proposal or Contract. This is an official document that is required or authorized by law to be made under oath and is presented in an official proceeding. A person who makes a false statement in this certification is subject to the penalties of perjury.

The undersigned further certifies that said bidder is not under the control of any person, firm, partnership, or corporation, which has or exercises any control of any other person, firm, partnership, or corporation, which is submitting a bid on this Contract.

_____	Sworn to and subscribed before me
Bidder (1)	this _____ day of _____, ____.
By: _____	
_____	_____
Printed Name and Title	Notary Public
	My commission expires_____.

(Seal)

_____	Sworn to and subscribed before me
Bidder (2)	this _____ day of _____, ____.
By: _____	
_____	_____
Printed Name and Title	Notary Public
	My commission expires_____.

(Seal)

***NOTE: The signature and information for Bidder (2) is to be provided when there is a joint venture.**

SHELBY COUNTY

MEMPHIS, TENNESSEE

PROPOSAL BOND

CONTRACT NO. _____

Principal: _____
Print Name of Principal

Surety: _____
Print Name of Surety

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety above named, are held and firmly bound unto **SHELBY COUNTY** in the full and just sum of five percent (5%) of the total amount bid by the Principal for the project stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

NOW, THEREFORE, the condition of this obligation is: the Principal shall not withdraw its bid within sixty (60) days after the opening of the bids, or within such other time period as may be provided in the Proposal, and if **SHELBY COUNTY** shall award a Contract to the Principal, the Principal shall, within ten (10) days after written notice of the award is received by him, fully execute a Contract on the basis of the terms, conditions and unit prices set forth in his Proposal or bid and provide bonds with good and sufficient surety, as required for the faithful performance of the Contract and for the protection of all persons supplying labor, material, and equipment for the prosecution of the work. In the event the Principal withdraws its bid after bids are opened, or after award of the Contract has been made fails to execute such the Contract and/or such additional documents as may be required and to provide the required bonds within the time period specified above, then the amount of the Proposal Bond shall be immediately paid to **SHELBY COUNTY**, not as a penalty, but as agreed upon liquidated damages.

IN WITNESS WHEREOF, the Principal has caused these presents to be signed by a duly authorized official and the Surety has caused these presents to be duly signed and sealed by an authorized agent or attorney-in-fact.

Principal (1)

Surety (1)

By: _____

By: _____
General Agent or Attorney-in-Fact

Print Name and Title

Date

Date

(Seal)

Principal (2)

Surety (2)

By: _____

By: _____

General Agent or Attorney-in-Fact

Print Name and Title

Date

Date

(Seal)

***NOTE: The signature and information for Principal(2) and Surety(2) is to be provided when there is a joint venture.**

SHELBY COUNTY, TENNESSEE

PROPOSAL GUARANTEE

CONTRACT NO. _____

Bidder: _____
Print Name of Bidder

KNOW ALL MEN BY THESE PRESENTS, that the above-named Bidder has tendered the attached cashier's or certified check in an amount equal to five percent (5%) of the total amount it bid for the project stated above, payable to **SHELBY COUNTY**, to be held pending the fulfillment of the following obligation conditions.

NOW, THEREFORE, the condition of this obligation is: the Bidder shall not withdraw its bid within sixty (60) days after the opening of the bids, or within such other time period as may be provided in the Proposal, and if the **SHELBY COUNTY** shall award a Contract to the Bidder, the Bidder shall, within ten (10) days after it receives written notice of the award, fully execute a Contract on the basis of the terms, conditions and unit prices set forth in its Proposal or bid and provide bonds with good and sufficient surety, as required for the faithful performance of the Contract and for the protection of all persons supplying labor, material, and equipment for the prosecution of the work. In the event the Bidder withdraws its bid after bids are opened, or after award of the Contract has been made fails to execute such the Contract and/or such additional documents as may be required and to provide the required bonds within the time period specified above, then the **SHELBY COUNTY** shall cash the attached check and retain the funds, not as a penalty, but as agreed upon liquidated damages.

IN WITNESS WHEREOF, the Bidder has caused these presents to be signed by a duly authorized official.

Bidder (1)

Bidder (2)*

By: _____

By: _____

Print Name and Title

Print Name and Title

Date

Date

***NOTE: The signature and information for Bidder(2) is to be provided when there is a joint venture.**

SHELBY COUNTY, TENNESSEE

CONTRACT NO. _____

This agreement is made and executed in three (3) originals, between **SHELBY COUNTY**, and _____ hereinafter referred to as the "Contractor."

WITNESSETH

That **SHELBY COUNTY** did advertise for, receive and accept a bid from the Contractor for work on the above identified contract.

In consideration of the agreements herein contained, to be performed by the parties hereto and of the payments hereafter agreed to be made, it is mutually agreed by both parties that:

1. The contract between the parties consists of the following "Contract Documents" all of which constitute one instrument:
 - (a) the Instructions to Bidders
 - (b) the Proposal
 - (c) all conditions and terms of this Contract form
 - (d) the Contract Payment & Performance Bond and/or Letter of Credit, where applicable
 - (e) the *Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction*, March 1, 2006 Edition (hereinafter referred to as the "**2006 Standard Specifications**")
 - (f) Supplemental Specifications
 - (g) Revisions and Additions
 - (h) Special Provisions
 - (i) Addenda
 - (j) The Standard Drawings
 - (k) The Contract Plans,
 - (l) The Work Order
 - (m) Construction Changes
 - (n) Supplemental Agreements

All of the provisions contained in the listed Contract Documents are incorporated herein by reference with the same force and effect as though set out in full.

2. The Contract Documents are intended to be complementary and to describe and provide for a complete work. Requirements in one of these are as binding as if occurring in all of them. In case of discrepancy, Supplemental Specifications will govern over the **2006 Standard Specifications**; the Contract Plans will govern over both Supplemental and Standard Specifications, and Special Provisions will govern over both Plans and Specifications. In interpreting Plans, calculated dimensions will govern over scaled dimensions. Contract Plans,

typical cross sections and approved working drawings will govern over Standard Drawings.

3. The Contractor agrees to furnish all materials, equipment, machinery, tools and labor and to perform the work required to complete the project in a thorough and workmanlike manner, to the satisfaction of the appropriate official of **SHELBY COUNTY**.
4. **SHELBY COUNTY** agrees to pay to the Contractor such unit prices for the work actually done as are set out in the accompanying proposal, in the manner provided for in the **2006 Standard Specifications**, Supplemental Specifications and applicable Special Provisions.
5. The Contractor shall, at all times, observe and comply with all applicable federal, state and local laws, ordinances and regulations and shall indemnify and hold harmless **SHELBY COUNTY** and all of its officers, agents and servants against any claim of liability or assessment of fines or penalties arising from or based upon the Contractor's and/or its employees' violations of any such law ordinance or regulation. The Contractor shall maintain documentation for all charges against **SHELBY COUNTY** under this Contract. The books, records and documents of the Contractor insofar as they relate to the work performed or money received under this contract shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by **SHELBY COUNTY**, the Tennessee Department of Transportation, or their duly appointed representatives.
6. The Contractor shall be responsible for any and all injury or damage to persons or to property arising from the prosecution of the work and due to any act, omission, neglect or misconduct in its manner or method of prosecuting the work or due to its non-execution of the work or due to defective work or materials. The Contractor shall provide proof of adequate and appropriate general liability insurance providing liability coverage in an amount not less than \$1 million dollars per occurrence and \$300,000 per claimant, naming **SHELBY COUNTY** as an additional insured.
7. The Contractor shall indemnify and hold harmless **SHELBY COUNTY** and all of its officers, agents and employees from all suits, actions or claims of any character arising from the Contractor's acts or omissions in the prosecution of the work, use of unacceptable materials in constructing the work, infringement of patent, trade mark or copyright, or claims for Workers' Compensation. If any such suit, action or claim is filed, **SHELBY COUNTY** may retain from the monies due to the Contractor under this Contract a sum deemed sufficient by **SHELBY COUNTY** to protect **SHELBY COUNTY** from loss therefrom. Upon resolution of the suit, action or claim, any remaining retained funds will be released.
8. Upon execution of this Contract, the Contractor shall be prepared to begin the work to be performed under the Contract, but will not proceed until it has received official "Notice to Proceed". This official notice will stipulate the date

upon which it is expected that the Contractor will begin his work, and from which date the working days tabulated against its time limit will begin. All other requirements in regard to the beginning of construction set forth in the Proposal and Special Provisions will date from the official notice.

IN WITNESS WHEREOF, the parties hereto have cause this Contract to be signed and executed by their respective authorized agents or officials.

_____ Contractor 1	_____ Contractor 2*
By: _____	By: _____
_____ Printed Name and Title	_____ Printed Name and Title
_____ Date	_____ Date

SHELBY COUNTY, TENNESSEE

This Contract is accepted this _____ day of _____, _____,
and is effective on the _____ day of _____, _____.

SHELBY COUNTY Official

Approved:

SHELBY COUNTY Attorney

***NOTE: The signature and information for Contractor 2 is to be provided when there is a joint venture.**

CONTRACT PAYMENT AND PERFORMANCE BOND

CONTRACT NO. _____

Be it known that _____,
as Principal, and _____,
as Surety(ies), all authorized to do business in the State of Tennessee, hereby bind themselves
to **SHELBY COUNTY**, and other potential claimants, for all obligations incurred by the
Principal under its contract with **SHELBY COUNTY**, for the construction of the above
identified contract; in the full contract amount of

_____ (\$_____).

The obligations of the Principal and Surety(ies) under these payment and performance
bonds shall continue in full force and effect until all materials, equipment and labor have been
provided AND all requirements contained in the contract, plans and specifications have been
completed in a timely, thorough and workmanlike manner. The parties agree that these bonds
are statutory in nature and are governed by the provisions contained in Title 12, chapter 4 and
Title 54, chapter 5 of the Tennessee Code Annotated relating to bonds required of contractors
and that those provisions constitute a part of this bond.

By this instrument, the Principal and Surety(ies) specifically bind themselves, their
heirs, successors, and assigns, *in solido*, under the following bonds:

Payment Bond. To **SHELBY COUNTY** and all "Claimants," as contemplated by T.C.A.
Title 54, chapter 5, in the full contract amount of

_____ (\$_____), in
order to secure the payment in full of all timely claims under the project.

Performance Bond. To **SHELBY COUNTY** in the full contract amount of

_____ (\$_____),
in order to secure the full and faithful performance and timely completion of the project
according to its plans and specifications, inclusive of overpayments to the contractor and
liquidated damages as assessed.

Upon receipt of notice that the Principal is in default under the contract, the Surety(ies)
shall undertake to complete performance, without regard to cost. If the Surety(ies) fail or
refuse to complete performance of the contract, **SHELBY COUNTY** may then proceed with
the work in any lawful manner that it may elect until it is finally completed. When the work is
thus finally completed, the total cost of the same will be computed. All costs and charges
incurred by **SHELBY COUNTY** in completing the Work will be deducted from any monies
due or which may become due to the Principal. If the total costs of completion exceeds the
sum which would have been payable under the Contract, then the Principal and the Surety(ies),

in solido, shall be liable for and shall pay to the **SHELBY COUNTY** the amount of such excess.

In witness whereof we have signed this instrument as dated.

Principal/Contractor 1 _____

By: _____

Date _____

Printed Name and Title

(For Joint Venture)

Principal/Contractor 2 _____

By: _____

Date _____

Printed Name and Title

Surety 1 _____

Surety 2 _____

By: _____
Attorney-in-Fact

By: _____
Attorney-in-Fact

Printed Name

Printed Name

Agency Name

Agency Name

Street Address

Street Address

City/State/Zip

City/State/Zip

(Seal)

(Seal)

Subsequent correspondence/communication from **SHELBY COUNTY** with respect to monthly progress reports and/or the contract bonds should be directed to:

For Surety 1:

Name

Address

City

State/Zip

Phone Number

Fax Number

For Surety 2:

Name

Address

City

State/Zip

Phone Number

Fax Number