

SECTION B

SHELBY COUNTY GOVERNMENT

ENGINEERING DEPARTMENT

PROPOSAL AND CONTRACT

PROPOSAL

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 most current version of the Standard Specifications for Road and Bridge Construction and the Standard Roadway and Structures Drawings 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 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.

TO THE SHELBY COUNTY ADMINISTRATOR OF PURCHASING, SHELBY COUNTY,
TENNESSEE.

1. Name of Bidder: _____
Business Address: _____
Federal I.D. Number _____
Phone Number: _____

BID FORM (ADDENDUM #1)

Project: SIGNAL SYSTEM SET 10
 Project No. : 79LPLM-F3-295, CM-NH-14(54)
 PIN: 115241.16
 Location: Shelby County, TN
 Agency: Shelby County, TN

FOOTNOTE	ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
25	202-03	REMOVAL OF RIGID PAVEMENT, SIDEWALK, ETC.	S.Y.	225		
	209-01.10	EROSION AND SILTATION CONTROL	L.S.	1		
13 , 26	701-01.01	CONCRETE SIDEWALK (4 ")	S.F.	4500		
	701-02	CONCRETE DRIVEWAY	S.F.	250		
13 , 27	701-02.01	CONCRETE CURB RAMP (RETROFIT)	S.F.	3300		
	701-02.03	CONCRETE CURB RAMP	S.F.	175		
	712-01	TRAFFIC CONTROL	L.S.	1		
	712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH	100		
	712-06	SIGNS (CONSTRUCTION)	S.F.	984		
	712-08.03	ARROW BOARD (TYPE C)	EACH	2		
1	714-25.09	ELECTRICAL CONNECTION (FOR MLGW COST ONLY)	EACH	2	\$5,000.00	\$10,000.00
	716-02.03	PLASTIC PAVEMENT MARKING (CROSS-WALK)	L.F.	3800		
	716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	400		
	716-08.01	REMOVAL OF PAVEMENT MARKING (LINE)	L.F.	1600		
	716-08.05	REMOVAL OF PAVEMENT MARKING (STOP LINE)	L.F.	300		
	717-01	MOBILIZATION	L.S.	1		
2	725-02.79	FIBER SPLICE ENCLOSURE(WEATHER PROOF)	EACH	24		
18	725-03.09	ETHERNET SWITCH (TYPE A)	EACH	18		
19	725-03.10	ETHERNET SWITCH (TYPE B)	EACH	1		
	725-03.28	RAILROAD FLAGMAN	DAY	10	\$1,000.00	\$10,000.00
15	725-03.60	CABLE MARKER	EACH	26		
20	725-21.22	TERMINAL SERVER (SERIAL DEVICE SERVER)	EACH	1		
4	725-21.88	BLUETOOTH DETECTION SYSTEM	EACH	3		
3	725-21.91	RADAR DETECTION SYSTEM	EACH	7		
3	725-21.96	RDS COMM CABLE	L.F.	460		
14	725-21.97	SOLAR POWER FOR RDS	EACH	5		
21	725-24.01	CABINET (TYPE A)	EACH	7		
22	725-24.11	ITS COMMUNICATIONS HUB (INCLUDING PATCH PANEL)	EACH	1		
16 , 28	730-01.02	REMOVAL OF SIGNAL EQUIPMENT	EACH	18		
	730-03.21	INSTALL PULL BOX (TYPE B)	EACH	23		
5	730-03.23	INSTALL PULL BOX (FIBER OPTIC-TYPE A)	EACH	62		
6	730-03.24	INSTALL PULL BOX (FIBER OPTIC-TYPE B)	EACH	22		
	730-03.31	FIBER DISTRIBUTION BOX	EACH	18		
7	730-05.01	ELECTRICAL SERVICE CONNECTION	EACH	2		
	730-08.01	SIGNAL CABLE - 3 CONDUCTOR	L.F.	315		
	730-08.02	SIGNAL CABLE - 5 CONDUCTOR	L.F.	2740		
	730-08.03	SIGNAL CABLE - 7 CONDUCTOR	L.F.	915		
8	730-08.40	INTERCONNECT CABLE - FIBER OPTIC (36-FIBER, SINGLE MODE)	L.F.	75900		
8	730-08.41	INTERCONNECT CABLE - FIBER OPTIC (DROP CABLE, 6-FIBER, SINGLE MODE)	L.F.	1540		
8	730-08.42	INTERCONNECT CABLE - FIBER OPTIC (DROP CABLE, 36-FIBER, SINGLE MODE)	L.F.	780		
	730-11.01	STEEL CONDUIT RISER ASSEMBLY	EACH	3		
23	730-11.10	RISER ASSEMBLY (BUILDING ENTRANCE)	EACH	1		

	730-12.02	CONDUIT 2" DIAMETER (PVC)	L.F.	2800		
	730-12.03	CONDUIT 3" DIAMETER (PVC)	L.F.	60		
17	730-12.09	CONDUIT 3" DIAMETER (RGS)	L.F.	930		
	730-12.13	CONDUIT 2" DIAMETER (JACK AND BORE)	L.F.	30050		
	730-12.42	CURB MARKER (CURB MOUNTED CABLE MARKER)	EACH	140		
9	730-13.02	VEHICLE DETECTOR (VIDEO)	EACH	11		
10	730-13.03	VEHICLE DETECTOR (4 - CHANNEL, RACK MOUNT)	EACH	11		
11	730-13.06	VEHICLE DETECTOR (OPTICALLY ACTIVATED PRIORITY CONTROL)	EACH	7		
	730-14.01	SHIELDED DETECTOR CABLE	L.F.	120		
	730-15.12	MODIFY CABINET (BASE-MOUNT ENTRANCE)	EACH	3		
	730-15.15	MODIFY CABINET (INSTALL DUPLEX GFI OUTLET)	EACH	3		
	730-15.32	CABINET (EIGHT PHASE BASE MOUNTED)	EACH	8		
12	730-16.02	EIGHT PHASE ACTUATED CONTROLLER	EACH	8		
29	730-23.30	PEDESTAL POLE (ALUMINUM, 20' LENGTH)	EACH	10		
	730-26.05	COUNTDOWN PEDESTRIAN SIGNAL	EACH	48		
30	730-26.06	PEDESTRIAN PUSHBUTTON POST	EACH	15		
30	730-26.09	PEDESTRIAN PUSHBUTTON WITH 15IN SIGN	EACH	56		
	793-16.21	ADJUST MANHOLE LID	EACH	2		
	801-03	WATER (SEEDING & SODDING)	M.G.	12		
	803-01	SODDING (NEW SOD)	S.Y.	1250		
24	920-10.05	RAILROAD PROTECTIVE INSURANCE	LS	1	\$25,000.00	\$25,000.00
					TOTAL BID	

FOOTNOTES

- 1 ALLOWANCE TO COVER THE COST ASSOCIATED WITH POWER CONNECTION FOR THE TRAFFIC SIGNAL OR RDS UNIT FROM THE TRANSFORMER TO THE DEMARCATION POINT. THE UNIT PRICE BID FOR THIS ITEM WILL BE ADJUSTED BY SHELBY COUNTY TO MATCH THE FEE CHARGED BY MLGW FOR PROVIDING THE ELECTRICAL SERVICE CONNECTION.
- 2 SEE THE LATEST "CITY OF MEMPHIS - STANDARD CONSTRUCTION SPECIFICATIONS" FOR TECHNICAL REQUIREMENTS.
- 3 SEE PROJECT SPECIAL PROVISIONS FOR RADAR DETECTION EQUIPMENT.
- 4 SEE CITY OF MEMPHIS SPECIFICATIONS FOR "BLUETOOTH DETECTION SYSTEM". THE INSTALLATION AT EACH LOCATION SHALL INCLUDE BLUETOOTH SENSOR, NEMA ENCLOSURE, CONDUIT AND RISER FROM CONTROLLER CABINET TO SIGNAL POLE, POWER OVER ETHERNET SUBSYSTEM, ANTENNA, ETHERNET CABLE, AND ALL OTHER CABLING, CONNECTIONS AND HARDWARE TO COMPLETE THE INSTALLATION OF A FULLY FUNCTIONAL BLUETOOTH DETECTION SYSTEM ON THE EXISTING SIGNAL POLE WHICH IS DENOTED ON THE PLANS. THIS LUMP SUM ITEM ALSO INCLUDES THE BLUETOOTH SOFTWARE LICENSE FEE FOR ALL INSTALLED UNITS. THE LUMP SUM PRICE INCLUDES ALL SOFTWARE AND HARDWARE INSTALLATION AND INTEGRATION WORK TO PROVIDE A FULLY FUNCTIONAL BLUETOOTH SYSTEM THAT ALLOWS MONITORING AND RETRIEVAL OF TRAVEL TIME AND SPEED DATA REMOTELY.
- 5 QUAZITE BRAND (MODEL NO. PG2436BB24 WITH PG2436HH6L COVER) OR APPROVED EQUIVALENT. COST INCLUDES REPAIR OF LANDSCAPING, REMOVING EXISTING PULL BOX, AND OTHER MISCELLANEOUS WORK NECESSARY TO COMPLETE PULL BOX INSTALLATION.
- 6 QUAZITE BRAND (MODEL NO. PG3048BB36 WITH PG3048HS6L COVER) OR APPROVED EQUIVALENT. COST INCLUDES REPAIR OF LANDSCAPING, REMOVING EXISTING PULL BOX, AND OTHER MISCELLANEOUS WORK NECESSARY TO COMPLETE PULL BOX INSTALLATION.
- 7 CONTRACTOR RESPONSIBLE FOR ALL COST ASSOCIATED WITH POWER CONNECTION FOR TRAFFIC SIGNAL OR RDS UNIT FROM THE DEMARCATION POINT TO THE CABINET.
- 8 CONTRACTOR SHALL INSTALL A TRACER WIRE WITH THE FIBER OPTIC CABLE FOR ALL CONDUIT ROUTING. TRACER WIRE SHALL BE 10 AWG STRANDED COPPER CONDUCTOR CABLE WITH BOTH THHN AND THWN RATINGS AND YELLOW IN COLOR.
- 9 TO BE ITERIS VANTAGE SYSTEM OR APPROVED EQUIVALENT. INCLUDES DETECTION CAMERAS, PROCESSOR UNIT, CARD RACK, POWER SUPPLY UNIT, 10" COLOR LCD MONITOR, MOUSE, VIDEO REMOTE MANAGEMENT CARD WITH ETHERNET INTERFACE AND ALL OTHER CABLING, CONNECTIONS AND HARDWARE TO COMPLETE THE INSTALLATION OF A FULLY FUNCTIONAL VIDEO DETECTION SYSTEM.
- 10 INSTALL ONE (1) DETECTOR CARD PER INTERSECTION APPROACH WHERE ADVANCE DETECTION LOOPS ARE TO BE REPAIRED OR REPLACED. SEE INTERSECTION LAYOUT SHEETS.
- 11 TO BE GTT OPTICOM SYSTEM OR APPROVED EQUIVALENT. INCLUDES OPTICAL DETECTORS, CONFIRMATION LAMPS (PAR 90), POLE-MOUNTED BEACONS, FOUR-CHANNEL PHASE SELECTOR, CARD RACK (OPTICOM 760) AND ALL CABLING, CONNECTIONS AND HARDWARE TO COMPLETE THE INSTALLATION OF A FULLY-FUNCTIONAL PREEMPTION SYSTEM, INCLUDING FIELD FINE-TUNING.
- 12 THE TRAFFIC SIGNAL CONTROLLER SHALL BE AN EAGLE EPAC M52 KEYBOARD UNIT OR APPROVED EQUIVALENT WITH NTCIP COMPLIANT SOFTWARE AND SEPAC, BUILT-IN ETHERNET PORT AND BUILT-IN STRETCH AND DELAY FEATURES FOR EACH PHASE. THE TRAFFIC CONTROLLER INSTALLATION ALONG WITH ALL AUXILIARY EQUIPMENT TO BE INSTALLED IN THE CABINET SHALL BE MANUFACTURED, SUPPLIED AND INSTALLED IN ACCORDANCE WITH THE LATEST CITY OF MEMPHIS TRAFFIC SIGNAL CONTROLLER AND CABINET SPECIFICATIONS. THE INSTALLATION SHALL HAVE A 12-CHANNEL MALFUNCTION MONITOR UNIT INSTALLED AS MODEL EDI SSM12LEiP.
- 13 FOR USE WHERE AND AS DIRECTED BY THE ENGINEER. INCLUDES REMOVAL OF EXISTING CURB RAMP, SIDEWALK, CURB, AND GUTTER AS REQUIRED, AND CONSTRUCTION OF NEW SIDEWALK AND RAMP WITH LANDING AREA AND TRANSITIONS.
- 14 ITEM TO INCLUDED ALL MATERIALS AND LABOR NECESSARY FOR INSTALLATION AND CONNECTION OF SOLAR POWER TO RDS UNIT.
- 15 FOR POST TYPE CABLE MARKERS USED IN INTERCHANGES AND OPEN AREAS.
- 16 ITEM TO INCLUDED REMOVAL OF ALL EXISTING SIGNAL EQUIPMENT AS SHOWN IN PLANS. INCLUDES BUT IS NOT LIMITED TO REMOVAL OF SIGNAL CABINET, WIRING, ETC. MEASURED ON A PER EACH INTERSECTION WHERE EQUIPMENT REMOVAL IS REQUIRED.
- 17 ITEM TO INCLUDE ALL MATERIALS NESSARY TO ATTACH CONDUIT TO BRIDGE. INCLUDES WRAP AROUND CABLE MARKERS AT 100 FOOT SPACING.
- 18 SEE CITY OF MEMPHIS SPECIFICATIONS FOR "RUGGEDIZED ETHERNET CABINET SWITCH".
- 19 SEE CITY OF MEMPHIS SPECIFICATIONS FOR "RUGGEDIZED ETHERNET HUB SWITCH".
- 20 SEE CITY OF MEMPHIS SPECIFICATIONS FOR "SERIAL DEVICE SERVER".
- 21 SEE PROJECT SPECIAL PROVISIONS FOR UTILITY CABINETS.
- 22 SEE CITY OF MEMPHIS SPECIFICATIONS FOR "FIELD HUB CABINET".

- 23 INCLUDES RISER ASSEMBLY, BUILDING ENTRANCE ENCLOSURE, AND WALL PENETRATION.
- 24 LUMP SUM ITEM TO INCLUDE ALL COSTS RELATED TO PROCURING AND MAINTAINING FOR THE DURATION OF THE PROJECT RAILROAD PROTECTIVE LIABILITY (RPL) INSURANCE AS MAY BE REQUIRED BY THE RAILROAD(S) HAVING FACILITIES WITHIN THE PROJECT LIMITS. INSURANCE COVERAGE SHALL BE OF THE FORM AND LIMITS REQUIRED BY THE VARIOUS RAILROAD COMPANIES. PAYMENT WILL BE MADE IN AN AMOUNT EQUAL TO THE ACTUAL COST OF THE RPL POLICIES AS DOCUMENTED BY INVOICES FROM THE INSURER WITH PROOF OF PAYMENT.
- 25 ITEM TO BE USED FOR SIDEWALK REMOVAL OUTSIDE OF FOOTPRINT FOR NEW RAMPS.
- 26 ITEM TO BE USED TO INSTALL NEW SIDEWALK OUTSIDE OF FOOTPRINT OF NEW RAMPS.
- 27 ITEM TO INCLUDE THE INSTALLATION OF NEW CURB RAMPS WHERE EXISTING RAMPS ARE LOCATED, REMOVAL OF EXISTING SIDEWALK MATERIAL WITHIN FOOTPRINT OF NEW RAMPS, AND/OR THE INSTALLATION OF TRUNCATED DOMES ON EXISTING RAMPS WHERE SHOWN ON PLANS.
- 28 TO INCLUDE THE REMOVAL OF PUSH BUTTONS, PEDESTRIAN SIGNS, AND/OR DISPLAYS AS SPECIFIED ON PLANS, PER INTERSECTION.
- 29 ITEM INCLUDES CONCRETE FOUNDATION OR SCREW DOWN ANCHOR FOUNDATION AS APPROVED BY THE ENGINEER.
- 30 ITEM TO INCLUDE ALL MATERIALS NECESSARY TO INSTALL A FULLY FUNCTIONAL AUDIBLE PEDESTRIAN SYSTEM. APS TO HAVE A STAND ALONE POWER SUPPLY, BUILT IN CONFLICT MONITORING SYSTEMS, AND ETHERNET CAPABILITIES. PUSH BUTTONS TO HAVE THE ABILITY TO PROGRAM CUSTOM AUDIO MESSAGES FOR EACH INDIVIDUAL BUTTON, CONFIRMATION OF BUTTON PUSH VIA LED, SOUND, AND TACTILE BOUNCE, VIBRATE DURING ASSOCIATED WALK PHASE, AND VOLUMES THAT AUTOMATICALLY ADJUST TO AMBIENT NOISE.

IF AN INDIVIDUAL:

SIGNATURE OF BIDDER: _____

BUSINESS ADDRESS: _____

IF A CO-PARTNERSHIP:

FIRM NAME: _____

BY: _____

BUSINESS ADDRESS: _____

NAME AND ADDRESS
OF ALL MEMBERS OF
FIRM

IF A CORPORATION:

CORPORATE NAME _____

SIGNED BY: _____
President

BUSINESS ADDRESS: _____

(Corporate Seal)

NAME OF OFFICERS _____
President

Secretary

Treasurer

ATTEST: _____
Secretary

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
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)

By: _____

Print Name and Title

Date

Surety (2)

By: _____
General Agent or Attorney-in-Fact

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

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 **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 **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.**

CONTRACT
by and between
SHELBY COUNTY GOVERNMENT
and

for
CONGESTION MANAGEMENT PROGRAM
SIGNAL SYSTEM SET #10 (PIN# 115241.16)

This contract (the "Contract") entered into this _____ day of _____, 2016, and between SHELBY COUNTY GOVERNMENT, hereinafter referred to as "COUNTY" and _____, hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, said CONTRACTOR submitted a bid/proposal in accordance with bid specifications, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference, of which said bid was accepted by COUNTY.

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 Instruction 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 most current version of the Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction (herein referred to as TDOT Standard Specifications)
 - (f.) Supplemental Specifications
 - (g.) Revisions and Additions
 - (h.) Special Provisions
 - (i.) Addenda
 - (j.) The most current version of the TDOT 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 TDOT Standard Specifications; the TDOT Standard Specifications will govern over the local governmental

standard specifications; the Contract Plans will govern over both Supplemental and Standard Specifications, and Special Provisions will govern over the Plans, Specifications, and Shelby County Special Provisions. 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 the County.
4. The 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 TDOT 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 the 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 the 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 the County, the State, the Comptroller of the Treasury, 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.
7. The Contractor shall indemnify and hold harmless the 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, the COUNTY may retain from the monies due to the Contractor under this Contract a lump sum deemed sufficient by the COUNTY to protect the 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 set their signatures for the purposes contained herein, on the day and date first above written.

**APPROVED AS TO FORM
AND LEGALITY:**

SHELBY COUNTY GOVERNMENT

Contract Administrator/
Assistant County Attorney

Mark H. Luttrell, Jr., Mayor

CONTRACTOR

BY: _____

TITLE: _____

CORPORATE ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument of the _____, the within named bargainor, a corporation, and that he as such _____, executed the foregoing instrument for the purpose herein contained, by signing the name of the corporation by himself/herself as _____.

Witness my hand and official seal at office this _____ day of _____, 2016.

Notary Public

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, the **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 the **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: _____

By: _____

Attorney-in-Fact

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