

Paris Multimodal – Tyson Ave. Sidewalks
City of Paris, Tennessee
TLM Job No.: J-6586



ADDENDUM NO.: 1

September 17, 2025

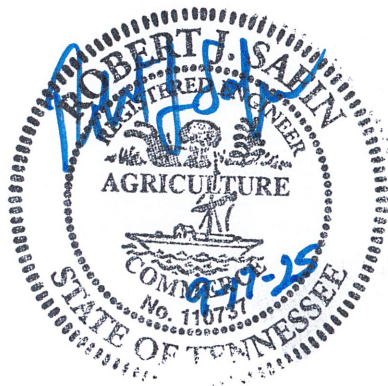
This Addendum shall apply to the Drawings and Specifications for the above-referenced project and shall be bound into and made a part of the Construction Documents issued by TLM Associates, Inc., titled as indicated above.

- Item No. 1:** The second page of the Proposal Bond was inadvertently omitted from the original Specification Manual. Bidders are instructed to attach the complete Proposal Bond to their Bid Book.
- Item No. 2:** The Proposal Guarantee was omitted from the Specification Manual. Bidders are required to attach the complete Proposal Guarantee to their Bid Book.
- Item No. 3:** The Contract document was not included in the Specification Manual. Bidders must include the full Contract in their Bid Book.
- Item No. 4:** The Contract Payment and Performance Bond document was omitted from the Specification Manual. Bidders shall attach the Payment and Performance Bond to their Bid Book.

Please acknowledge receipt of this Addendum in the appropriate location on the Bid Form.

Sincerely,

TLM ASSOCIATES, INC.
Architects + Engineers



Robert J. Safin, PE
Principal

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

City of Paris, TENNESSEE

PROPOSAL BOND

CONTRACT NO. 220043

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 the City of Paris 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 the City of Paris 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 the City of Paris, 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)
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By: _____	By: _____
	General Agent or Attorney-in-Fact

_____ Print Name and Title	_____ Date
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_____ Date	_____ (Seal)
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_____ Principal (2)	_____ Surety (2)
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By: _____	By: _____
	General Agent or Attorney-in-Fact

_____ Print Name and Title	_____ Date
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_____ Date	_____ (Seal)
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***NOTE: The signature and information for Principal(2) and Surety(2) is to be provided when there is a joint venture.**

City of Paris, TENNESSEE

PROPOSAL GUARANTEE

CONTRACT NO. 220043

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 the City of Paris, 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 City of Paris 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 City of Paris 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.**

City of Paris, TENNESSEE

CONTRACT NO. 220043

This agreement is made and executed in three (3) originals, between the City of Paris, and _____ hereinafter referred to as the "Contractor."

WITNESSETH

The City of Paris 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 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 the TDOT Standard Specifications; the TDOT Standard Specifications will govern over the local government 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 the City of Paris.

4. The City of Paris 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 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 City of Paris 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 City of Paris 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 seven (7) 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 City of Paris, 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. 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 the City of Paris as an additional insured.
7. The Contractor shall indemnify and hold harmless the City of Paris 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 City of Paris may retain from the monies due to the Contractor under this Contract a sum deemed sufficient by the City of Paris to protect the City of Paris 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*
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By: _____	By: _____
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_____ Print Name and Title	_____ Print Name and Title
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_____ Date	_____ Date
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City of Paris, TENNESSEE

This Contract is accepted _____ day of _____, _____
this _____

and is effective on the _____ day of _____, _____

[CITY/COUNTY Official]

Approved:

City of Paris Attorney

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

CONTRACT PAYMENT AND PERFORMANCE BOND

Note: to be filled out post-award

CONTRACT NO. 220043

Be it known that _____,
as Principal, and _____,
as Surety(ies), all authorized to do business in the State of Tennessee, hereby bind themselves
to the City of Paris, and other potential claimants, for all obligations incurred by the Principal
under its contract with City of Paris, 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 the City of Paris 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 the City of Paris 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 City of Paris 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 City of Paris 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 City of Paris 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 City of Paris with respect to monthly progress reports and/or the contract bonds should be directed to:

For Surety 1:

For Surety 2:

_____ Name	_____ Name
_____ Address	_____ Address
_____ City	_____ City
_____ State/Zip	_____ State/Zip
_____ Phone Number	_____ Phone Number
_____ Fax Number	_____ Fax Number