

# PROPOSAL CONTRACT

FOR THE CONSTRUCTION OF

**Contract No.**

PIN: 129888.00

County: Wilson

Federal Project No.: STBG-M-1234(00)

State Project No.: 95LPLM-F3-011

Local Agency Reference No.: 15-00-00-0000

Description Of Project: Hartsville Pike Resurfacing and Intersection Improvement

Project Length: 1.13 Miles

Completion Time: On or Before 3/31/2018

DBE Goal: 9%

By: \_\_\_\_\_

City, \_\_\_\_\_

St.: \_\_\_\_\_

Surety: \_\_\_\_\_

TDOT Version: 1/14/25

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***The above Supplemental Specifications, revised as noted, are incorporated by reference for bidding purposes and will be printed with the Contract after awards. These Supplemental Specifications may be obtained from the Department at Suite 700, James K. Polk Bldg., Nashville, Tennessee or viewed on the Department's website at <http://www.tn.gov/tdot/section/tdot-construction-division>.***

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**ATTENTION**

It shall be the bidders' responsibility to confirm that the Proposal Contract contains all the documents indicated on the Table of Contents.

Should any omissions occur, the appropriate documents may be obtained from the Construction Division upon request.

**THE CITY/TOWN/COUNTY OF JURISDICTION NAME**

**INSTRUCTIONS TO BIDDERS**

**BIDS TO BE RECEIVED**

**[DATE]**

Sealed bids for the construction of the following projects will be received by the CITY/TOWN/COUNTY OF JURISDICTION NAME, **[ADDRESS]** until **[TIME] [AM/PM] [DATE]** and opened publicly at **[ADDRESS], [TIME] [AM/PM] [DATE]**. The reading of the bids will begin at **[TIME] [AM/PM]**.

The proposed construction shall be performed in accordance with the most current version of the Standard Specifications for Road and Bridge Construction of the Tennessee Department of Transportation, and the Standard Roadway and Structures Drawings of the Tennessee Department of Transportation which are incorporated herein by reference and made a part hereof. In addition, only the Special Provisions contained within the applicable Proposal Contract will be considered binding. Any reference to any Special Provision not contained within the applicable Proposal Contract shall be disregarded. All questions related to the Proposal Contract, Plans, Specifications or Special Provisions shall be directed to the **[OFFICE] ([TELEPHONE NUMBER WITH AREA CODE])**. Information received from other offices of the CITY/TOWN/COUNTY OF JURISDICTION NAME 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 the CITY/TOWN/COUNTY OF JURISDICTION NAME 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 the CITY/TOWN/COUNTY OF JURISDICTION NAME, 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/or the Tennessee Department of Transportation, the awarding of contracts by the CITY/TOWN/COUNTY OF JURISDICTION NAME will be subject to approval by the Tennessee Department of Transportation. The CITY/TOWN/COUNTY OF JURISDICTION NAME reserves the right to reject any bid proposal which is not acceptable to the parties as listed, although such bid proposal would otherwise qualify as the lowest and best bid under the Tennessee Department of Transportation Standard Specifications.

The CITY/TOWN/COUNTY OF JURISDICTION NAME reserves the right to reject any or all Proposals, to waive technicalities or to advertise for new Proposals, if in the judgment of the awarding authority and subject to TDOT concurrence, the best interest of the CITY/TOWN/COUNTY OF JURISDICTION NAME will be promoted thereby.

The CITY/TOWN/COUNTY OF JURISDICTION NAME reserves the right to cancel the award of any Contract, at any time prior to execution of said Contract by all parties without any liability against the CITY/TOWN/COUNTY OF JURISDICTION NAME.

The awarding of the contract or rejection of all proposals will be made within 60 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.

The CITY/TOWN/COUNTY OF JURISDICTION NAME 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.

The CITY/TOWN/COUNTY OF JURISDICTION NAME 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.

#### **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 CITY/TOWN/COUNTY OF JURISDICTION NAME, or at least fourteen (14) days prior to the date on which the applicant requests approval as a subcontractor under a contract awarded by the CITY/TOWN/COUNTY OF JURISDICTION NAME. 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.tn.gov/tdot/section/tdot-construction-division>**

A proposal to be used for non-bidding purposes may be issued to any interested party regardless of prequalification. **This proposal Contract will be marked "Void for Bidding"**. A contractor that has purchased a proposal contract that was marked "void for bidding" can buy another book once they are fully prequalified before the bid date.

### **LICENSING REQUIREMENTS**

According to the types of funds used, contractor bidding requirements differ. When using any Federal funds, proposals shall be completed as described below:

Proposals shall be submitted by a bidder licensed with the Tennessee Department of Commerce and Insurance (TDCI), Board for Licensing Contractors (BLC) within twenty-one (21) days of the bid opening, in accordance with Subsection 102.11 of the Tennessee Department of Transportation Standard Specifications.

Prior to recommending award of a contract, the Local Government will confirm that the lowest responsible bidder is licensed with the BLC. Because TDOT work classifications and the BLC licensing classifications slightly differ, the Local Government will verify only that the apparent low bidder is licensed in the general classification (e.g., Heavy Construction (HC), Highway, Railroad, Airport Construction (HRA), Specialty (S), Municipal and Utility Construction (MU), or Electrical Contracting (CE)) and not the specific subcategories of these classifications for the type of work involved in the project. This is in recognition that the prime contractor is required to complete 30% of the specific project work and may subcontract the remainder of the work.

Title 48 of Tennessee Code requires all contractors and subcontractors that are domestic or foreign Corporations, Limited Liability Companies, Limited Partnerships, or Limited Liability Partnerships to be in good standing with the Secretary of State (i.e., have a valid Certificate of Existence/Authorization). This includes being duly incorporated, authorized to transact business, and/or in compliance with other requirements as detailed by the Secretary of State.

Bidders that are domestic or foreign corporations, limited liability companies, limited partnerships, or limited liability partnerships, must be in good standing with the Secretary of State (i.e., have a valid Certificate of Existence/Authorization) on or before twenty-one (21) days after proposals are opened.

### **PROPOSAL BOND**

Each proposal must be accompanied by a bidder's bond, or Cashier's Check, or Certified Check made payable to the CITY/TOWN/COUNTY OF JURISDICTION NAME 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 CITY/TOWN/COUNTY OF JURISDICTION NAME and made by a surety company, qualified and

authorized to transact business in the State of Tennessee and must be acceptable to the CITY/TOWN/COUNTY OF JURISDICTION NAME.

If a check is offered as guaranty, the check of the successful bidder will be cashable at the discretion of the CITY/TOWN/COUNTY OF JURISDICTION NAME, pending the satisfactory execution and acceptance of the contract and the contract bond.

### **ISSUANCE OF BIDDING DOCUMENTS**

This CITY/TOWN/COUNTY OF JURISDICTION NAME 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. Requests for documents must be accompanied by cash, check, money order, or they may be mailed to the buyer C.O.D.

A charge of **[\$XX.XX]** plus **[X.XX%]** sales tax, for in-state delivery, will be made for each Proposal Contract. This charge is applicable regardless of whether the Proposal is to be used for bidding or non-bidding purposes. Proposals will be obtainable until the time set for opening bids. The charge for Plans and/or Cross-sections will be as specified in the Notice to Contractors and this charge will be applicable before the letting and for three months after the letting. Plans ordered after the three month period will be furnished at **[\$X.XX]** per sheet. Individual Plan sheets and individual Standard Drawings will be furnished at **[\$X.XX]** per sheet. Tabulations of bids will be furnished at **[\$X.XX]** per sheet. Tennessee Department of Transportation Standard Drawing Books will be furnished by the Tennessee Department of Transportation at **\$100.00** per book plus **9.25%** sales tax, for in-state delivery. The most recent version of the Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction will be furnished by the Tennessee Department of Transportation at **\$12.00** per book plus **9.25%** sales tax, for in-state delivery. There will be a minimum charge of \$2.00 on any purchase. All documents will be furnished without refund and transmitted at your risk.

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 CITY/TOWN/COUNTY OF JURISDICTION NAME. 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 CITY/TOWN/COUNTY OF JURISDICTION NAME.

### **MANDATORY SUBMITTAL OF SUBCONTRACTOR BID QUOTES (BIDDERS LIST)**

All bidders for each project must provide a list of all subcontractors who provide a quote to perform work. The list shall be provided on the TDOT form "Certification Regarding Subcontractor Bid Quotes" (Bidders List) and include the type of work in which quotes were submitted. All bidders shall submit this form before the close of business (4:30 PM, Local Time) three (3) business days after the date on which bids are required to be submitted (e.g., if bids are required to be submitted on a Friday, then the completed form is due by 4:30 PM on the following Wednesday). Failure to complete and submit this form with the time period required may result in the proposal being deemed non-responsive and forfeiture of bid bond for the bidder. Any bidder

that fails to submit the required bidders list may have their prequalification status changed and ability to bid as prime contractor rescinded.

### **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.

Proposals shall be completed on the forms as issued. 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 may be rejected if any of the unit prices contained therein are mathematically unbalanced, either excessive or below the Engineer's Estimate.

Written alterations to unit prices and extensions of the various items in the bid item sheets of the Proposal or, for computer assisted bids (CAB), in the CAB program generated set of bid item sheets will not be cause for rejection of the Proposal, provided each alteration is made in ink and is initialed by a duly authorized official of the company. In case of conflict between altered unit prices or extensions thereof, the unit price in numerals will govern.

The Plans and Specifications are as much a part of the proposal form as if they were bound therein. All of the documents contained therein are part of the proposal. Proposals shall not be taken apart. Proposals taken apart may be subject to rejection. Photostatic or facsimile copies of Proposal sheets may not be attached to the Proposal. Proposals containing forms not issued by the CITY/TOWN/COUNTY OF JURISDICTION NAME may be subject to rejection.

Proposals will be rejected as irregular if the bidder fails to acknowledge all addenda.

Proposals will be rejected as irregular when submitted by a bidder who is not prequalified and in good standing on the date of letting in accordance with Subsection 102.01 of the Tennessee Department of Transportation Standard Specifications and Chapter 1680-5-3, Prequalification of Contractors, of the Rules of the Tennessee Department of Transportation.

Proposals will be rejected as irregular when submitted by a bidder who is not licensed according to the requirements as detailed above.

Reasonable grounds for believing that there has been collusion among the Bidders will cause a rejection of all Proposals in which the Bidders involved are interested.



### **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, the CITY/TOWN/COUNTY OF JURISDICTION NAME will not hold retainage. In addition, 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.

### **CHANGED CONDITIONS**

Your special attention is called to Section 104.02 of the Tennessee Department of Transportation Standard Specifications, concerning changed conditions on this contract.

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.**

**INSERT ALL APPLICABLE SPECIAL PROVISIONS**

Include all special provisions required by the Local Government Guidelines and any other applicable special provisions.

## **PROPOSAL**

### **TO THE CITY/TOWN/COUNTY OF JURISDICTION NAME, 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* (January 1, 2021) 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 the CITY/TOWN/COUNTY OF JURISDICTION NAME 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 parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

By submitting this Proposal, the undersigned bidder, if awarded the contract, agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.

By submitting this Proposal, the undersigned bidder, if awarded the contract, shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax or provide confirmation from the Department of Revenue that the bidder is not required to register for the Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.

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 the CITY/TOWN/COUNTY OF JURISDICTION NAME, 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 days from receipt of the notice of award.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106. This list is generated to identify entities ineligible to contract with the State of Tennessee or any political subdivision of the State per the Iran Divestment Act, T.C.A. §§ 12-12-101 – 113, and the current list may be found at the Tennessee Department of General Services, Central Procurement Office, website under the Public Information Library webpage at the following link: [http://tn.gov/assets/entities/generalservices/cpo/attachments/List\\_of\\_persons\\_pursuant\\_to Tenn. Code Ann. 12-12-106. Iran Divestment Act-July.pdf](http://tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act-July.pdf).

THIS PROPOSAL SUBMITTED BY:

\_\_\_\_\_  
Bidder (1)

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

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

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Name/Title

**INSERT BID FORM HERE**

## 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.

\_\_\_\_\_  
Bidder (1) Sworn to and subscribed before me  
this \_\_\_\_\_ day of \_\_\_\_\_,  
By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title Notary Public  
My commission  
expires \_\_\_\_\_

(Seal)

\_\_\_\_\_  
Bidder (2) Sworn to and subscribed before me  
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.**

**CITY/TOWN/COUNTY OF JURISDICTION NAME, 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 the CITY/TOWN/COUNTY OF JURISDICTION NAME 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/TOWN/COUNTY OF JURISDICTION NAME 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/TOWN/COUNTY OF JURISDICTION NAME, 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.**

**CITY/TOWN/COUNTY OF JURISDICTION NAME, TENNESSEE**

**PROPOSAL GUARANTEE**

**CONTRACT NO. [Title]**

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/TOWN/COUNTY OF JURISDICTION NAME, 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/TOWN/COUNTY OF JURISDICTION NAME 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/TOWN/COUNTY OF JURISDICTION NAME 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/TOWN/COUNTY OF JURISDICTION NAME, TENNESSEE**

**CONTRACT NO. [Title]**

This agreement is made and executed in three (3) originals, between the  
CITY/TOWN/COUNTY OF JURISDICTION NAME, and  
\_\_\_\_\_, hereinafter referred to as the  
"Contractor."

**WITNESSETH**

The CITY/TOWN/COUNTY OF JURISDICTION NAME 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/TOWN/COUNTY OF JURISDICTION NAME.

4. The CITY/TOWN/COUNTY OF JURISDICTION NAME 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/TOWN/COUNTY OF JURISDICTION NAME 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/TOWN/COUNTY OF JURISDICTION NAME 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/TOWN/COUNTY OF JURISDICTION NAME, 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/TOWN/COUNTY OF JURISDICTION NAME as an additional insured.
7. The Contractor shall indemnify and hold harmless the CITY/TOWN/COUNTY OF JURISDICTION NAME 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, trademark or copyright, or claims for Workers' Compensation. If any such suit, action or claim is filed, the CITY/TOWN/COUNTY OF JURISDICTION NAME may retain from the monies due to the Contractor under this Contract a sum deemed sufficient by the CITY/TOWN/COUNTY OF JURISDICTION NAME to protect the CITY/TOWN/COUNTY OF JURISDICTION NAME 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: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title Print Name and Title

\_\_\_\_\_  
Date Date

**CITY/TOWN/COUNTY OF JURISDICTION NAME, TENNESSEE**

This Contract is accepted \_\_\_\_\_ day of \_\_\_\_\_ ,  
this \_\_\_\_\_

and is effective on the \_\_\_\_\_ day of \_\_\_\_\_ ,

\_\_\_\_\_  
[CITY/COUNTY Official]

Approved:

\_\_\_\_\_  
CITY/TOWN/COUNTY OF  
JURISDICTION NAME 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.** [Title]

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/TOWN/COUNTY OF JURISDICTION NAME, and other potential claimants, for all  
obligations incurred by the Principal under its contract with CITY/TOWN/COUNTY OF  
JURISDICTION NAME, 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/TOWN/COUNTY OF JURISDICTION NAME 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/TOWN/COUNTY OF JURISDICTION NAME 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/TOWN/COUNTY OF JURISDICTION NAME  
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/TOWN/COUNTY OF JURISDICTION NAME 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/TOWN/COUNTY OF JURISDICTION NAME 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/TOWN/COUNTY OF JURISDICTION NAME 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