

# PROPOSAL CONTRACT

FOR THE CONSTRUCTION OF

**Contract No. 180131**

PIN: 127895.00  
County: Wilson  
Federal Project No.: CM/CRP-NH-171(32)  
State Project No.: 95LPLM-F3-087  
Local Agency Reference No.: N/A

Description Of Project: This project will install an ITS signal system and provide traffic signal upgrades to 13 intersections along Mount Juliet Road (SR-171). Fiber optic cable will be installed along the corridor to connect the corresponding signal controllers

Project Length: 3.64 miles  
Completion Time: On or Before Eighteen (18) Months from Construction Notice to Proceed  
DBE Goal: 8.0%

By: SW Contracting Company, LLC  
City, 952 New Salem Road, Maconesboro, TN 37129  
St.:  
Surety: Aon Risk Services

TDOT Version: 6/1/23

## PROPOSAL

### TO THE CITY OF MT. JULIET, 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, 2015) 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 OF MT. JULIET 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 OF MT. JULIET, 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:

S&W Contracting Co., LLC  
Bidder (1)

By: Richie Bolin

Richie Bolin - President  
Printed Name and Title

952 New Salem Road  
Address

Murfreesboro, TN. 37129  
City/State/Zip

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

LLC  
(Type of business entity)

Richie Bolin - President Richie Bolin - President  
Name/Title Name/Title

Taylor Bolin - Vice President  
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

**BID FORM**

ITEM NUMBER	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT COST	EXTENSION
105-01	CONSTRUCTION STAKES, LINES AND GRADES	L.S.	1	25,000.00	25,000.00
202-03	REMOVAL OF RIGID PAVEMENT, SIDEWALK, ETC.	C.Y.	100	36.00	3,600.00
202-03.01	REMOVAL OF ASPHALT PAVEMENT	C.Y.	240	36.00	8,640.00
202-08.15	REMOVAL OF CURB & GUTTER (CONCRETE)	C.Y.	400	12.00	4,800.00
203-03	BORROW EXCAVATION (UNCLASSIFIED)	C.Y.	70	120.00	8,400.00
203-07	FURNISHING & SPREADING TOPSOIL	C.Y.	33	56.00	1,848.00
209-03.20	FILTER SOCK (8 INCH)	L.F.	20	23.00	460.00
209-05	SEDIMENT REMOVAL	C.Y.	60	23.00	1,380.00
209-08.02	TEMPORARY SILT FENCE (WITH BACKING)	L.F.	200	17.00	3,400.00
209-08.03	TEMPORARY SILT FENCE (WITHOUT BACKING)	L.F.	1,100	13.20	14,520.00
209-09.41	CURB INLET PROTECTION (TYPE 2)	EACH	2	333.00	666.00
209-09.43	CURB INLET PROTECTION (TYPE 4)	EACH	5	550.00	2,750.00
209-40.34	CATCH BASIN PROTECTION (TYPE E)	EACH	2	550.00	1,100.00
306-02.01	PORTLAND CEMENT CONCRETE BASE (PLAIN) 7"	S.Y.	22	60.00	1,320.00
403-02.02	HOT APPLIED TACK COAT	TON	0.1	3,700.00	370.00
407-20.05	SAW CUTTING ASPHALT PAVEMENT	L.F.	210	12.00	2,520.00
411-02.10	ACS MIX (PG70-22) GRADING D	TON	3	330.00	990.00
611-09.01	ADJUSTMENT OF EXISTING CATCHBASIN	EACH	1	1,650.00	1,650.00
701-01.01	CONCRETE SIDEWALK (4")	S.F.	1,080	24.00	25,920.00
701-02.01	CONCRETE CURB RAMP (RETROFIT)	S.F.	2,860	34.00	97,240.00
701-02.03	CONCRETE CURB RAMP	S.F.	480	28.00	13,440.00
702-01	CONCRETE CURB	C.Y.	10	220.00	2,200.00

ITEM NUMBER	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT COST	EXTENSION
702-03	CONCRETE COMBINED CURB & GUTTER	C.Y.	30	<del>330.00</del>	9,900.00
712-01	TRAFFIC CONTROL	LS	1	40,000.00	40,000.00
712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH	100	40.00	4,000.00
712-05.03	WARNING LIGHTS (TYPE C)	EACH	100	33.00	3,300.00
712-06	SIGNS (CONSTRUCTION)	S.F.	684	10.00	6,840.00
712-08.03	ARROW BOARD (TYPE C)	EACH	2	2,000.00	4,000.00
713-11.01	"U" SECTION STEEL POSTS	LB	90	8.00	720.00
713-11.02	PERFORATED/KNOCKOUT SQUARE TUBE POST	LB	170	6.50	1,105.00
713-13.02	FLAT SHEET ALUMINUM SIGNS (0.080" THICK)	S.F.	30	35.00	1,050.00
713-13.03	FLAT SHEET ALUMINUM SIGNS (0.100" THICK)	S.F.	30	35.00	1,050.00
713-14.21	STREET NAME SIGN (RIGID 0.100IN THICK)	S.F.	50	65.00	3,250.00
713-15.01	REMOVAL OF EXISTING SIGN POST	EACH	1	55.00	55.00
713-16.21	SIGNS (R10-11, 36" x 48")	EACH	1	250.00	250.00
713-16.22	SIGNS (R10-15, 30" x 30")	EACH	2	250.00	500.00
713-16.23	SIGNS (TN-69A, 30" x 36")	EACH	6	250.00	1,500.00
713-20.30	SIGN ADJUSTMENTS	EACH	5	175.00	875.00
714-06.08	CABLE (SERVICE CABLE - 2 CONDUCTOR, # 8 AWG)	L.F.	770	3.00	2,310.00
716-02.03	PLASTIC PAVEMENT MARKING (CROSS-WALK)	L.F.	90	12.00	1,080.00
716-02.04	PLASTIC PAVEMENT MARKING (CHANNELIZATION STRIPING)	S.Y.	120	36.00	4,320.00
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	570	24.00	13,680.00
716-02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	EACH	7	240.00	1,680.00
716-02.08	PLASTIC PAVEMENT MARKING (8" DOTTED LINE)	L.F.	600	3.00	1,800.00
716-02.09	PLASTIC PAVEMENT MARKING (LONGITUDINAL CROSS-WALK)	L.F.	1,700	30.00	51,000.00

ITEM NUMBER	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT COST	EXTENSION
716-03.01	PLASTIC WORD PAVEMENT MARKING (ONLY)	EACH	1	400.00	400.00
716-04.01	PLASTIC PAVEMENT MARKING (STRAIGHT-TURN ARROW)	EACH	3	360.00	1,080.00
716-04.05	PLASTIC PAVEMENT MARKING (STRAIGHT ARROW)	EACH	4	275.00	1,100.00
716-04.12	PLASTIC PAVEMENT MARKING (YIELD LINE)	S.F.	60	42.00	2,520.00
716-08.01	REMOVAL OF PAVEMENT MARKING (LINE)	L.F.	1,020	1.50	1,530.00
716-08.02	REMOVAL OF PAVEMENT MARKING (8" BARRIER LINE)	L.F.	420	3.00	1,260.00
716-08.03	REMOVAL OF PAVEMENT MARKING (CROSS-WALK)	L.F.	1,760	9.00	15,840.00
716-08.05	REMOVAL OF PAVEMENT MARKING (STOP LINE)	L.F.	520	12.00	6,240.00
716-08.06	REMOVAL OF PAVEMENT MARKING (TURN LANE ARROW)	EACH	9	85.00	765.00
716-08.07	REMOVAL OF PAVEMENT MARKING (STRAIGHT-TURN ARROW)	EACH	9	120.00	1,080.00
716-13.02	SPRAY THERMO PVMT MRKNG (60 mil) (6IN LINE)	L.M.	0.28	12,000.00	3,360.00
716-13.03	SPRAY THERMO PVMT MRKNG (60 mil) (8IN BARRIER LINE)	L.F.	380	6.00	2,280.00
717-01	MOBILIZATION	LS	1	50,000.00	50,000.00
725-02.23	SPARE PARTS	LS	1	40,000.00	40,000.00
725-02.41	FIBER OPTIC TERMINATION SPLICE UNIT	EACH	1	18,000.00	18,000.00
725-02.79	FIBER SPLICE ENCLOSURE (AERIAL)	EACH	11	1,200.00	13,200.00
725-02.80	FIBER SPLICE ENCLOSURE (UNDERGROUND)	EACH	2	1,200.00	2,400.00
725-05.88	CELLULAR MODEM	EACH	1	4,000.00	4,000.00
725-21.92	RADAR DETECTION SYSTEM (ADVANCE)	EACH	8	11,000.00	88,000.00
725-21.93	RADAR DETECTION SYSTEM (STOP LINE)	EACH	16	11,000.00	176,000.00
725-23.10	FIBER OPTIC CABLE (72 F)	L.F.	24,090	3.00	72,270.00
725-23.21	FIBER OPTIC DROP CABLE (12 F)	L.F.	4,110	2.00	8,220.00
725-23.28	FIBER OPTIC SPLICE FUSION	EACH	122	50.00	6,100.00

ITEM NUMBER	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT COST	EXTENSION
725-23.31	FIBER OPTIC DROP PANEL (12 F)	EACH	12	1,200.00	14,400.00
725-28.01	ROAD SIDE UNIT (RSU)	EACH	13	14,500.00	188,500.00
725-28.07	ETHERNET SWITCH (FIELD LAYER 2)	EACH	13	4,000.00	52,000.00
725-28.20	SYSTEM INTEGRATION	LS	1	230,000.00	230,000.00
730-01.02	REMOVAL OF SIGNAL EQUIPMENT	EACH	10	1,200.00	12,000.00
730-02.09	SIGNAL HEAD ASSEMBLY (130 WITH BACKPLATE)	EACH	6	1,150.00	6,900.00
730-02.17	SIGNAL HEAD ASSEMBLY (150 A2H WITH BACKPLATE)	EACH	5	1,800.00	9,000.00
730-02.18	SIGNAL HEAD ASSEMBLY (150 A2 POLE MOUNTED)	EACH	2	1,200.00	2,400.00
730-02.30	SIGNAL HEAD ASSEMBLY (BIMODAL FYA SIGNAL ASSEMBLY WITH BACKPLATE)	EACH	2	1,200.00	2,400.00
730-02.41	SIGNAL HEAD MODIFICATION (REPLACE RED SIGNAL LENS WITH RED ARROW LENS)	EACH	4	76.00	304.00
730-02.42	SIGNAL HEAD MODIFICATION (REPLACE EXISTING BACKPLATE)	EACH	85	250.00	21,250.00
730-02.43	SIGNAL HEAD MODIFICATION (REPLACE GREEN SIGNAL LENS WITH UP GREEN ARROW LENS)	EACH	1	76.00	76.00
730-02.44	SIGNAL HEAD MODIFICATION (RELOCATE SIGNAL HEAD)	EACH	8	250.00	2,000.00
730-02.59	SIGNAL HEAD ASSEMBLY (140 A4F WITH BACKPLATE)	EACH	5	1,325.00	6,625.00
730-03.21	INSTALL PULL BOX (TYPE B)	EACH	8	1,200.00	9,600.00
730-03.23	INSTALL PULL BOX (FIBER OPTIC-TYPE A)	EACH	26	1,800.00	46,800.00
730-03.24	INSTALL PULL BOX (FIBER OPTIC-TYPE B)	EACH	3	2,500.00	7,500.00
730-05.04	MODIFY EXISTING ELECTRICAL SERVICE CONNECTION	EACH	6	11,000.00	66,000.00
730-08.02	SIGNAL CABLE - 5 CONDUCTOR	L.F.	4,450	2.00	8,900.00
730-08.03	SIGNAL CABLE - 7 CONDUCTOR	L.F.	7,240	2.25	16,290.00
730-08.04	SIGNAL CABLE - 9 CONDUCTOR	L.F.	4,330	2.50	10,825.00
730-08.05	SIGNAL CABLE - 12 CONDUCTOR	L.F.	4,200	2.75	11,550.00



ITEM NUMBER	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT COST	EXTENSION
730-09.20	SPAN WIRE ASSEMBLY	L.F.	400	3.00	1,200.00
730-10.01	TETHER WIRE ASSEMBLY - 1/4" DIAMETER	L.F.	400	2.75	1,100.00
730-10.02	MESSENGER CABLE - 1/4" DIAMETER	L.F.	13,050	2.00	26,100.00
730-11.10	RISER ASSEMBLY (SIGNAL)	EACH	1	1,000.00	1,000.00
730-12.02	CONDUIT 2" DIAMETER (PVC)	L.F.	1,510	18.00	27,180.00
730-12.08	CONDUIT 2" DIAMETER (RGS)	L.F.	700	30.00	21,000.00
730-12.16	CONDUIT (2" DIAMETER SCHEDULE 80 PVC, DIRECTIONAL DRILL)	L.F.	2,780	72.00	200,160.00
730-12.17	CONDUIT (2" DIAMETER HDPE)	L.F.	4,490	18.00	80,820.00
730-12.18	CONDUIT (2" DIAMETER HDPE, DIRECTIONAL DRILL)	L.F.	2,370	72.00	170,640.00
730-15.07	CABINET (ATC, BASE MOUNTED)	EACH	6	31,000.00	186,000.00
730-15.08	CABINET (BATTERY BACKUP, BASE MOUNTED)	EACH	9	3,900.00	35,100.00
730-16.14	CONTROLLER (MCCAIN FLEX CONTROLLER)	EACH	1	7,000.00	7,000.00
730-21.02	WOOD POLE (SIGNAL SUPPORT) CLASS 3, 40' LENGTH	EACH	3	1,200.00	3,600.00
730-22.02	GUYING DEVICE (ANGLE ANCHOR)	EACH	14	1,000.00	14,000.00
730-23.28	PEDESTAL POLE (TYPE A)	EACH	4	1,800.00	7,200.00
730-23.29	PEDESTAL POLE (TYPE B)	EACH	2	2,200.00	4,400.00
730-26.06	PEDESTRIAN PUSHBUTTON POST	EACH	10	1,800.00	18,000.00
730-26.09	PEDESTRIAN PUSHBUTTON WITH 15IN SIGN	EACH	8	850.00	6,800.00
730-26.11	COUNTDOWN PED SGNL HEAD W/AUDIBLE PUSH BUTTON & 15IN SIGN	EACH	48	1,400.00	67,200.00
730-26.12	PEDESTRIAN PUSHBUTTON HORIZONTAL EXTENSION	EACH	1	225.00	225.00
730-26.14	PEDESTRIAN PUSHBUTTON ADJUSTMENT	EACH	1	225.00	225.00
730-30.02	COMPUTER FOR SIGNAL SYSTEM (LAPTOP)	LS	1	6,000.00	6,000.00
730-35.06	BATTERY BACK-UP SYSTEM	EACH	9	7,500.00	67,500.00

ITEM NUMBER	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT COST	EXTENSION
790-74.36	FIBER RISER	EACH	17	1,000.00	17,000.00
798-06.13	FIBER OPTIC CABLE (72 INDOOR/OUTDOOR CABLE)	L.F.	200	3.00	600.00
798-06.48	FIBER STORAGE LOOP	EACH	12	500.00	6,000.00
801-03	WATER (SEEDING & SODDING)	M.G.	30	75.00	2,250.00
803-01	SODDING (NEW SOD)	S.Y.	520	7.00	3,640.00
920-10.04	LCD VIDEO WALL MONITOR	EACH	4	8,000.00	32,000.00
920-10.05	TOC ROOM MODIFICATION	LS	1	30,000.00	30,000.00
920-11.04	ON BOARD UNIT (OBU)	EACH	2	13,000.00	26,000.00

Two Million, Six Hundred and Eighty-Seven, Three Hundred <sup>eighty</sup> and 00 /100 Dollars,

\$ 2,687,384.00

Note: This project shall be awarded to the lowest responsive and qualified bidder based upon the sum of the base bids for this project (SR-171 Intelligent Transportation System (ITS) and Signal Improvements Project, Phase 2 (PIN: 127895.00)).

The Bidder acknowledges that he (she) has received the following addenda. The modifications to the Bid Documents noted therein have been considered and all cost thereto are included in the Bid Sum.

- A. Addendum Number 1 Dated 11/12/24
- B. Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_
- C. Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_

END OF BID FORM

**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.

S&W Contracting Co, LLC Sworn to and subscribed before me  
Bidder (1)  
By: [Signature] this 21 day of November, 2024  
Richie Bolin - President Kassey Michelle Meadows  
Printed Name and Title Notary Public



(Seal)

My commission expires 05/24/2028

Sworn to and subscribed before me  
Bidder (2)  
By: \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_  
Printed Name and Title Notary Public

My commission expires \_\_\_\_\_

(Seal)

CITY OF MT. JULIET, TENNESSEE

CONTRACT NO. 180131

This agreement is made and executed in three (3) originals, between the CITY OF MT. JULIET, and \_\_\_\_\_ hereinafter referred to as the "Contractor."

WITNESSETH

The CITY OF MT. JULIET 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 MT. JULIET.

4. The CITY OF MT. JULIET 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 MT. JULIET 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 MT. JULIET 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 MT. JULIET, 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 MT. JULIET as an additional insured.
7. The Contractor shall indemnify and hold harmless the CITY OF MT. JULIET 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 MT. JULIET may retain from the monies due to the Contractor under this Contract a sum deemed sufficient by the CITY OF MT. JULIET to protect the CITY OF MT. JULIET 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 OF MT. JULIET, TENNESSEE**

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

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

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

Approved:

\_\_\_\_\_  
CITY OF MT. JULIET Attorney

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