ADDENDUM NO. 5 TO
PROPOSAL CONTRACT
FOR THE CONSTRUCTION OF
CONTRACT 1
MAIN STREET TO MAIN STREET MULTIMODAL CONNECTOR PROJECT

SEPTEMBER 30, 2013

This addendum forms a part of the Contract Documents and modifies the original specifications and drawings, as noted below. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

This Addendum consists of 1 page and 2 attachments.

Item No. 1: SPECIFICATIONS, BID FORM: Second paragraph after the Bid Table - delete the words "**SIXTY (60) days**" and substitute the words "**ONE HUNDRED TWENTY (120) days**".

Item No. 2: SPECIFICATIONS, PROPOSAL BOND: Remove and destroy the Section PROPOSAL BOND in its entirety and replace with attached Section PROPOSAL BOND marked "Addendum 5" in the footer.

Item No. 3: SPECIFICATIONS, PROPOSAL GUARANTEE: Remove and destroy the Section PROPOSAL GUARANTEE in its entirety and replace with attached Section PROPOSAL GUARANTEE marked "Addendum 5" in the footer.

Attachments:

1	Specification Section PROPOSAL BOND marked "Addendum 5" in the footer.
2	Specification Section PROPOSAL GUARANTEE marked "Addendum 5" in the footer.

ALLEN & HOSHALL
1661 INTERNATIONAL DRIVE, SUITE 100
MEMPHIS, TENNESSEE 38120
JOB NO. 71790

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

CITY OF MEMPHIS

MEMPHIS, TENNESSEE

PROPOSAL BOND

CONTRACT NO. _____

Principal: _____
Print Name of Principal

Surety: _____
Print Name of Surety

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety above named, are held and firmly bound unto the **CITY** 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 ___120__ days after the opening of the bids, or within such other time period as may be provided in the Proposal, and if the **CITY** 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**, 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 OF MEMPHIS

MEMPHIS, TENNESSEE

PROPOSAL GUARANTEE

CONTRACT NO. _____

Bidder: _____
Print Name of Bidder

KNOW ALL MEN BY THESE PRESENTS, that the above-named Bidder has tendered the attached cashier's or certified check in an amount equal to five percent (5%) of the total amount it bid for the project stated above, payable to the **CITY**, 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 ___120__ days after the opening of the bids, or within such other time period as may be provided in the Proposal, and if the **CITY** 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** 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.**