

ADDENDUM NO. 2
For The
LANGSTON ROAD REGIONAL IMPROVEMENTS
CITY OF PERRY
PERRY BID NO 2024-01

Item No. 1

Specifications, Section 00100, INVITATION TO BID

Separate sealed Bids for the construction of Langston Road Regional Improvements for the City of Perry (Bid Number 2024-01) will be received until Tuesday, March 12, 2024 at 2:00 p.m. at the City Administration Building, 1211 Washington Street, Perry, GA 31069. Bids will then be publicly opened and read aloud at said office. Any bid received after Tuesday, March 12, 2024 at 2:00 p.m. will not be considered by the Owner. Following the closing time for the receipt of bids no bid may be withdrawn for a period of sixty (60) days. An amended section is included in this addendum and is valid.

RFIs and clarifications will be received until Tuesday, March 5, 2024 at 5:00pm. Responses will be delivered by Thursday, March 7, 2024 at 2:00pm to all plan holders.

Item No. 2

Specifications, Section 00200, INSTRUCTIONS TO BIDDERS, Part 1.03.D

A Georgia Utility Contractor License Number is not required to be on the outside of the sealed envelope if the work is to be sub-contracted. If the bidder does not have a Georgia Utility Contractor License Number, the bidder shall be required to provide a Georgia Utility Contractor License Number in the bid package to be considered responsive. An amended section is included with this addendum and is valid.

Item No. 3

Specifications, Section 00200, INSTRUCTIONS TO BIDDERS, Part 1.07.B

All requests for interpretation shall be emailed to Burke Murph at burke.murph@gwesllc.com. All responses to requests will be emailed to all plan holders. Hard copies will only be submitted upon request by a plan holder.

Item No. 4

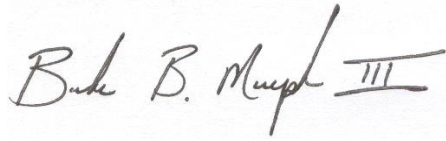
Specifications, Section 00400, BID FORM

The proposal due date is hereby changed to March 12, 2024 at 2:00pm. An amended bid form will be distributed with Sections 00400-00485 and 00550 to all plan holders by Thursday, March 7, 2024 at 2:00pm for use in bid submission.

Item No. 5

Specifications, Section 00500, CONTRACT AGREEMENT

The contract time for completion of all work is 240 calendar days. An amended Section 00500 is included with this addendum and is valid.



Burke B. Murph III

Engineer of Record

February 26, 2024

Date



SECTION 00100
INVITATION TO BID

PART 1: GENERAL

1.1 Competitive Cost Sealed Bids

Separate sealed Bids for the construction of **Langston Road Regional Improvements for the City of Perry (Bid Number 2024-01)** will be received until **Tuesday, March 12, 2024 at 2:00 p.m.** in Perry City Hall, 1211 Washington Street, Perry, GA 31069. Bids will then be publicly opened and read aloud at said office. Any bid received after **Tuesday, March 12, 2024 at 2:00 p.m.** will not be considered by the Owner. Following the closing time for the receipt of bids no bid may be withdrawn for a period of sixty (60) days.

1.2 Scope of Work

The work to be performed and provided under this Contract shall consist of furnishing all labor, materials, tools, equipment, safety equipment, permitting, erosion and sedimentation control measures, taxes, profit, overhead, and other costs and effort required to complete the following:

Construction of the Langston Road Regional Improvements include but is not limited to 18" – 60" Storm Drain with associated boxes and end treatments, removal and replacement of existing dam, approximately 94,000 CY of cut and 93,000 CY of fill earthwork, installation of outlet control structure, two (2) force main bypass connections, and erosion and sedimentation control for approximately 35 acres. Also, included is an approximate 1200 LF paved access road with 36 space parking lot for a future park. The time allotted for final completion of work is **240 consecutive calendar days**.

Contractor will be required to coordinate all work with the City of Perry and other utility owners who have facilities within the project corridor. The project will be managed by GWES, LLC. located at 733 Carroll Street, Perry, GA 31069, telephone number (478) 235-0307.

All Work shall be completed in accordance with the plans and specifications. The Work will be awarded in one (1) Contract.

1.3 Plans, Specifications, and Contract Documents

The Instructions to Bidders, Bid Forms, Contract Agreement, Drawings, Specifications and forms of Bid Bond, Performance Bond, Payment Bond, and other Contract Documents may be obtained upon payment (non-refundable) of \$200 from:

GWES, LLC.
733 Carroll Street
Perry, GA 31069
(478) 365-0726

1.4 Contractor License

The Bidder shall define itself or a sub-contractor with a Georgia Utility Contractor License Number in the bid package. The number does not have to be on the outside of the bid package, but does need to be included in the package to be considered responsive.

1.5 Bonds

Each Bid must be accompanied by a Bid Bond or certified cashier's check, in the amount of 10% of the base bid, prepared on the form of Bid Bond, section 00410, attached to the Contract Documents or a Surety Company's Standard Bid Bond, duly executed by the Bidder as principal and having as surety thereon a surety company licensed to do business in the State of Georgia and listed in the latest issue of U.S. Treasury Circular 570 with an "A" minimum rating of performance and a financial strength of at least five (5) times the contract price as listed in the most current publication of "Best's Key Rating Guide Property Liability". Each Bond shall be accompanied by a "Power of Attorney" empowering the attorney-in-fact to bind the surety and certified to include the date of the bond.

1.6 Pre-Bid Meeting

A non-mandatory pre-bid meeting will be held **Tuesday, February 13, 2024 at 10:00 a.m.** in Perry Administration Building, 1211 Washington Street, Perry, Georgia 31069.

1.7 Permits

Owner will acquire all necessary Federal, State and local permits preceding the issuance of the Notice to Proceed.

1.8 Easements & Rights-of-Way

Owner has or will acquire all necessary easements and rights-of-way for permanent installations preceding the issuance of the Notice to Proceed.

1.9 Reservation of Rights

The Owner reserves the right to reject any or all Bids, to waive informalities and to re-advertise.

2.0 Contractor E-Verify

Contractor shall supply E-Verify documentation with the bid to be deemed responsive.

END OF SECTION 00100

SECTION 00200
INSTRUCTION TO BIDDERS

1.01 *Contract Documents*

- A. The Contract Documents include the Contract Agreement, Invitation to Bid, Instructions to Bidders, Contractor's Bid (including all documentation accompanying the Bid and any post-Bid documentation required by the Owner prior to the Notice of Award), Bonds, all Special Conditions, General Conditions, Supplementary Conditions, Specifications, Drawings, Alternates, and addenda, together with written amendments, change orders, field orders and the Engineer's written interpretations and clarifications issued in accordance with the General Conditions on or after the date of the Contract Agreement.
- B. Shop drawing submittals reviewed in accordance with the General Conditions, geotechnical investigations and soils reports, and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site, are not Contract Documents.
- C. The Contract Documents shall define and describe the complete work to which they relate.

1.02 *Definitions*

- A. Where the following words or the pronouns used in their stead occur herein, they shall have the following meaning:
 - 1. "Owner" shall mean the City of Perry, party of the first part to the Contract Agreement, or its authorized and legal representatives.
 - 2. "Engineer" shall mean CITY OF PERRY's staff engineer(s) or CITY OF PERRY's consultant engineers.
 - 3. "Contractor" shall mean the party of the second part to the Contract Agreement or the authorized and legal representative of such party.
 - 4. "Work" and "Project" shall mean the entire completed construction required to be furnished under the Contract Documents.
 - 5. "Contract Time" shall mean the number of consecutive calendar days as provided in the Contract Agreement for completion of the Project, to be computed from the date of the Notice to Proceed.
 - 6. "Liquidated Damages" shall mean the sum of \$500 per day which the Bidder agrees to pay for each consecutive calendar day beyond the Contract Time required to complete the Project. Liquidated Damages will end upon written notification from the Owner of final acceptance of the Project.
 - 7. "Products" shall mean materials or equipment permanently incorporated into the Project.
 - 8. "Provide" shall mean to furnish and install.
 - 9. "Balanced Bid" shall mean a Bid in which each of the unit prices and total amount bid for

each of the listed items reasonably reflects the value of that item with regard to the entire job considering the prevailing cost of labor, material and equipment in the relevant market. A Bid is unbalanced when, in the opinion of the Owner, any unit prices or total amounts bid on any of the listed items do not reasonably reflect such values.

10. "Substantial completion of the work", solely for the purposes of Official Code of Georgia Annotated (O.C.G.A.) §13-10-81(c), shall be defined as occurring on the date of the written notification from the Engineer that the Project is ready for final inspection, as specified in Section 00700, 14.04.

1.03 *Preparation and Execution of Bid*

- A. Each Bid must be prepared to represent that it is based solely upon the materials and equipment specified in the Contract Documents. Complete sets of the Bidding Documents are available from GWES, LLC 733 Carroll Street, Perry, GA 31069 upon payment of \$200 for each full sized set.
- B. Each Bid must be submitted on the Bid forms which are attached to the Contract Documents. All blank spaces for Bid prices, both words and figures, must be filled in, in ink. In case of discrepancy, the amount shown in words will govern. All required enclosed certifications must be fully completed and executed when submitted.
- C. Each Bid must be submitted in a sealed envelope, addressed to the Owner. Each sealed envelope containing a Bid must be plainly marked on the outside with the **Project Name and Bid Number**.
- D. The Bidder shall provide on the outside of the sealed envelope the following information, otherwise the Bid will not be opened and will be returned to the Bidder:

1. **Bidder's Name (Business)**

A Georgia Utility License Number is not required to be on the outside of the sealed envelope; however, the bidder shall provide a Georgia Utility License Number in the bid package to be considered responsive.

- E. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Owner at the address given in the Invitation to Bid.
- F. Any and all Bids not meeting the aforementioned criteria for Bid submittal, may be declared non-responsive, and subsequently returned to the Bidder.
- G. The Contractor, in signing a Bid on the whole or any portion of the Project, shall conform to the following requirements:
 1. Bids which are not signed by individuals making them shall have attached thereto a power of attorney evidencing authority to sign the Bid in the name of the person for whom it is signed.
 2. Bids which are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If a Bid is signed by an attorney-in-fact, there should be attached to the Bid a power of attorney executed by the partners evidencing authority to sign the Bid.

3. Bids which are signed for a corporation shall have the correct corporate name thereof and the signature of the president or other authorized officer of the corporation manually written below the corporate name following the wording "By _____". Corporation seal shall also be affixed to the Bid.
4. Bids which are signed for a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
5. The Bid shall contain evidence of Bidder's authority and qualification to do business in the state of Georgia, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

1.04 *Method of Bidding*

- A. The unit or lump sum price for each of the several items in the Bid of each Bidder shall include its pro rata share of overhead and profit so that the sum of the products, obtained by multiplying the quantity shown for each item by the unit price, represents the total Bid. Any Bid not conforming to this requirement may be rejected. Additionally, Unbalanced Bids will be subject to rejection. Conditional Bids will not be accepted. The special attention of all Bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed.
- B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with paragraph 11.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum and any column of figures and the correct sum thereof will be resolved in the favor of the correct sum.

1.05 *Submittal of Bid*

- A. With each copy of the Bidding Documents, a Bidder is furnished one copy of the Bid Form, and the Bid Bond Form. The Bid Form is to be completed and submitted with the Bid security and the documents listed in Article 6 of the Bid Form (00400).
- B. A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title, the name and address of Bidder and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with "Bid Enclosed" and "Project Name". A mailed bid shall be addressed to City of Perry, 1211 Washington Street, Perry, GA 31069.
- C. Bids will only be accepted from entities that have received bidding documents from the Engineer.

1.06 *Modification and Withdrawal of Bid*

- A. A Bid may be modified or withdrawn without revealing the amount of the bid by submitting an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- B. In accordance with O.C.G.A 36-91-52, if within forty-eight (48) hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned.
 - 1. Such error in the calculation of the bid can be documented by clear and convincing written evidence;
 - 2. Such error can be clearly shown by objective evidence drawn from inspection of the original work papers, documents or materials used in the preparation of the bid sought to be withdrawn.
 - 3. The bidder serves written notice upon the Owner either prior to the award of the contract or not later than forty-eight (48) hours after the opening of bids, excluding Saturdays, Sundays and legal holidays.
 - 4. The bid was submitted in good faith and the mistake was due to a calculation or clerical error, an inadvertent omission or typographical error as opposed to an error in judgment; and
 - 5. The withdrawal of the bid will not result in undue prejudice to the Owner or other bidders by placing them in a materially worse position than they would have occupied if the bid had never been submitted.

Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work. Furthermore, no Bidder who is permitted to withdraw a Bid shall for compensation be allowed to supply any material or labor, or perform any subcontract or other work agreement for, the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Bid was submitted.

1.07 *Addenda and Interpretations*

- A. No interpretation of the meaning of the Drawings, Specifications or other pre-bid documents will be made to any Bidder orally.
- B. Every request for such interpretation should be made in writing and addressed to Burke Murph, GWES, LLC, 733 Carroll Street, Perry, Ga. 31069 or email at burke.murph@gwesllc.com , and to be given consideration must be received at least five (5) business days prior to the date fixed for opening Bids.
- C. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Contract Documents which, if issued, will be mailed, shipped or faxed to all prospective Bidders (at the respective addresses furnished) prior to the date fixed for the opening of Bids.

- D. Failure of Bidders to receive or acknowledge any Addendum shall not relieve them of any obligation under the Bid. All Addenda shall become part of the Contract Documents.

1.08 *Bid Security*

- A. Each Bid must be accompanied by a Bid Bond, prepared on the form of Bid Bond included herein or a Surety Company's Standard Bid Bond, duly executed by the Bidder as principal and having as surety thereon a surety company authorized to do business in the State of Georgia, listed in the latest issue of U.S. Treasury Circular 570 and with an "A" minimum rating of performance and a financial strength of at least five times the contract price as listed in the most current publication of "Best's Key Ratings Guide Property Liability", in the amount of ten (10) percent of the maximum amount bid. Attorneys-in-fact who sign Bonds must file with each Bond a currently dated copy of their power of attorney.
- B. If for any reason whatsoever the successful Bidder withdraws from the competition after opening of the Bids, or if Bidder refuses to execute and deliver the Contract and Bonds required within fifteen (15) consecutive calendar days after receipt of notice of the acceptance of Bid, the Owner may proceed to enforce the provisions of the Bid Bond.

1.09 *Receipt and Opening of Bids*

- A. The Owner may consider a minor irregularity any Bid not prepared and submitted in accordance with the provisions hereof and may waive any minor irregularities or reject any and all Bids. Any Bid may be withdrawn prior to the scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be opened.
- B. Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

1.10 *Subcontracts*

- A. The Bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this Contract must be acceptable to the Owner.

1.11 *Conditions of the Project*

- A. Each Bidder must be informed fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of the obligation to furnish all material and labor necessary to carry out the provisions of the Contract. Insofar as possible, the Contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.
- B. The Bidder is advised to examine the location of the Project and to be informed fully as to its conditions; the conformation of the ground; the character, quality and quantity of the products needed preliminary to and during the prosecution of the work; the general and local conditions and all other matters which can in any way affect the work to be done under the Contract. Failure to examine the site will not relieve the successful Bidder of an obligation to furnish all products and labor necessary to carry out the provisions of the Contract.

- C. The Bidder shall notify the Owner of the date and time Bidder proposes to examine the location of the Project. The Bidder shall confine examination to the specific areas designated for the proposed construction, including easements and public right-of-ways. If, due to some unforeseen reason, the Owner's proceedings for obtaining the proposed construction site (including easements), have not been completed, the Bidder may enter the site only with the express consent of the property owner. The Bidder is solely responsible for any damages caused by examination of the site.

1.12 *Notice of Special Conditions*

If any special federal, state, county or city laws, municipal ordinances, and the rules and regulations of any authorities having jurisdiction over construction of the Project, enclosed, herein referred to, or applicable by law to the Project, conflict with requirements of the Contract Documents, then the most stringent requirement prevails.

1.13 *Obligation of Bidder*

By submission of a Bid, each Bidder warrants that Bidder has inspected the site and has read and is thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to the Bid.

1.14 *Method of Award*

- A. The Contract will be awarded to the responsive, responsible Bidder submitting the Bid which is in the best interest of the Owner as determined by the Owner.
- B. The Bidder to whom the award is made will be notified. The Owner reserves the right to reject any and all Bids and to waive any minor irregularities in Bids received whenever such rejection or waiver is in the Owner's interest.
- C. A responsive Bidder shall be one who submits a Bid in the proper form without qualification or intent other than as called for in the Contract Documents, and who binds himself or herself on behalf of the Bid to the Owner with the proper Bid Bond completed and attached, and who properly completes all forms required to be completed and submitted at the time of the Bidding. The Bidder shall furnish all data required by these Contract Documents. Failure to do so may result in the Bid being declared non-responsive.
- D. A responsible Bidder shall be one who can fulfill the following requirements:
 - 1. The Bidder shall maintain a permanent place of business. This requirement applies to the Bidder where the Bidder is a division of a corporation, or where the Bidder is fifty (50) percent or more owned by a person, corporation or firm.
 - 2. The Bidder shall demonstrate adequate construction experience and sufficient equipment resources to properly perform the work under and in conformance with the Contract Documents. This evaluation will be based upon a list of completed or active projects and a list of construction equipment available to the Bidder to perform the work. The Owner may make such investigations as deemed necessary to determine the ability of the Bidder

to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may reasonably request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Project contemplated therein.

3. The Bidder shall demonstrate financial resources of sufficient strength to meet the obligations incident to the performance of the work covered by these Contract Documents. The ability to obtain the required Performance and Payment Bonds will not alone demonstrate adequate financial capability.
- E. Acceptance of the Bidder's documentation and substantiation or Contract Award by the Owner does not relieve the Bidder of liability for non-performance as covered in the Contract Documents, nor will the Bidder be exempted from any other legal recourse the Owner may elect to pursue.

1.15 *Contract Security and Insurance*

- A. Article 5 of the General Conditions or as modified by the Supplementary Conditions, establishes the requirements for performance and payment bonds and insurance. When the successful Bidder delivers the executed agreement to Owner, it shall be accompanied by such bond documents and insurance certificates.

1.16 *Contractor and Subcontractor's Insurance*

- A. Contractor and all Subcontractor's shall not commence work under this contract until he has obtained all the insurance required by the Supplementary Conditions.

END OF SECTION 00200

SECTION 00500
CONTRACT AGREEMENT

This Contract Agreement made and entered into on the ____ day of _____, 20____, by and between the City of Perry, party of the first part (hereinafter called the Owner), and _____, party of the second part (hereinafter called the Contractor).

WITNESSETH:

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the Owner as follows:

That the Contractor will furnish all products, tools, construction equipment, skill and labor of every description necessary to carry out and to complete in a good, firm, substantial workmanlike manner the City Of Perry's **Langston Road Regional Improvements** project, and will complete work in strict conformity with the Drawings and the Specifications, together with the foregoing Bid made by the Contractor, the Invitation to Bid, Instructions to Bidders, General and Supplementary Conditions, Performance and Payment Bonds and all Addenda hereto incorporated (if applicable) which form essential parts of this Contract Agreement, as if fully contained herein.

That the Contractor shall commence the Work to be performed under this Contract Agreement on a date to be specified in a written Notice to Proceed and shall fully complete all work hereunder within **240 consecutive calendar days**. Time is of the essence and is an essential element of this Contract, and the Contractor shall pay to the Owner, not as a penalty, but as liquidated damages, the sum of **\$500 for each calendar day** that there is default of completing the Work within the time limit named herein. If the Contractor abandons the Contract before commencement of the Work or defaults in completion of all the Work after commencement thereof, the Contractor shall be liable for such liquidated damages. These fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the Owner and the Contractor due to the uncertainty and impossibility of making a determination as to the actual and consequential damages incurred by the Owner and the general public of Perry, Georgia as a result of the failure on the part of the Contractor to complete the Work on time. Such liquidated damages referred to herein are intended to be and are cumulative and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under the Contract.

The Owner hereby agrees to pay to the Contractor for the faithful performance of this Contract Agreement, subject to additions and deductions as provided in the Specifications and Bid, in lawful money of the United States _____ of _____ America, _____ the _____ sum _____ of _____ (\$ _____) which sum shall also pay for loss or damage arising out of the nature of the Work aforesaid, or from the action of the elements, or from unforeseen obstructions or difficulties encountered in the prosecution of the Work, and for all expenses incurred by, or in consequence of the Work, its suspension or discontinuance and for well and faithfully completing the Work and the whole thereof, as herein provided, and for replacing defective work or products for a period of one (1) year after completion.

The Owner shall make monthly partial payments to the Contractor in accordance with the provisions of the Contract Documents. Retainage will be held at ten (10) percent of the Work completed and stored materials until fifty (50) percent of the contracted work is complete. The retainage shall then be held at five (5) percent of the Contract Value. The Contractor may request a reduction in the percentage of retainage. The City may or may not grant such request based upon the progression of work in accordance with the Contract Agreement. Regardless of the percentage, retainage shall be held until the Work is complete and the Contractor has fulfilled all requirements of the Contract Agreement.

Final payment on account of this Contract Agreement shall be made within thirty (30) days after the completion by the Contractor of all work covered by this Contract Agreement and the acceptance of such work by the Owner, in accordance with the provisions of the Contract Documents.

It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract Agreement and the surety bonds hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the Work, the Contractor shall, at no additional expense to Owner, within five (5) days after the receipt of notice from the Owner to do so, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Contract Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the Owner.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement under their respective seals on the day and date first above written in four counterparts each of which shall, without proof or accounting for the other counterparts, be deemed an original Contract.

APPROVED AS TO FORM BEFORE EXECUTION

By: _____

Attorney for the Owner

OWNER: City of Perry

By: _____

Name: _____
(Please Print)

Title: _____

WITNESS: _____

Name: _____
(Please Print)

(SEAL)

Title: _____

CONTRACTOR: _____

By: _____

Name: _____
(Please Print)

Title: _____

ATTEST: _____

Name: _____
(Please Print)

(SEAL)

Title: _____

Note: If the Contractor is a corporation, the Contract Agreement shall be signed by the president or vice president, attested by the secretary and the corporate seal affixed. If the Contractor is a partnership, the Contract Agreement shall be signed in the partnership name by one of the partners, with indication that he or she is a general partner.

END OF SECTION 00500