

ADDENDUM NO. 1

DATE: October 15, 2021
PROJECT: Palmer 3 and Juniper 1 Municipal Water Supply Well Drilling
OWNER: City of Owosso
BID DATE: Tuesday, October 19th, 2021 @ 3:00 p.m.

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated October 4, 2021, as noted below. Bidders shall acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

This Addendum consists of 2 pages (including Contractor's Questions).

The following Project Manual Documents are included consisting of 14 pages:

- Section 00 10 00 – TABLE OF CONTENTS consisting of 2 pages.
- Section 00 25 13 – PREBID MEETING & SIGN-IN SHEET consisting of 3 pages.
- Section 00 52 13 – AGREEMENT consisting of 9 pages.

Total Pages for Addendum No. 1: 16 pages

CHANGES TO TABLE OF CONTENTS

1. Add Section 00 25 13 – PREBID MEETINGS, included herein.

CHANGES TO BIDDING REQUIREMENTS

2. CITY OF OWOSSO BID DOCUMENTS – PAGE 1 OF 18. Revised the number of days within the Notice to Proceed for all work to be completed from “45” to “90” days.
3. CITY OF OWOSSO BID DOCUMENTS – PAGE 7 OF 18. Revise the number of days within the Notice to Proceed for the Contractor to start this project and complete the entire work under this contract from “45” to “90” days.
4. Section 00 25 13 – PREBID MEETINGS. Add the Minutes and Sign-in Sheet from the Pre-bid Meeting, included herein, for reference.
5. Section 00 52 13 – AGREEMENT. Remove and replace this section with the AGREEMENT issued as part of this addendum.
6. Section 00 55 00 – NOTICE TO PROCEED. Revise the number of days in accordance with the Agreement, for final completion of all work from “45” to “90” days.

End of Addendum No. 1

QUESTIONS FROM BIDDERS

- 1) 45 days is not sufficient to complete all project work at both sites with the current lead times on casing and screens. **The number of days within the Notice to Proceed in which all work is to be completed has been revised from “45” to “90 days. This information is now consistent with all the contract documents.**

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Pre-Bid Meeting Minutes

Palmer 3 and Juniper 1 Municipal Water Supply Well Drilling

OHM Project No.: 0020-19-0020

Date: Tuesday, October 12, 2021 @ 11:00 am

1. Introductions / Sign In Sheet Attached

2. Purpose of Meeting – Review scope of project.

3. Administrative Procedures

- A. Oral statements made at this meeting or any time during the bidding process may not be relied upon or binding. All questions about the meaning or the intent of the Bidding Documents are to be submitted in writing to the Engineers below. Interpretations or clarifications considered necessary by the Engineer in response to questions will be issued by Addenda delivered to all parties recorded as having received Bidding Documents.
- 1) All inquiries regarding this bid request must be received at least five (5) calendar days prior to the submission and shall be received in, and responded to, in writing, or by e-mail.
 - 2) Questions to be sent via email to both of the following:
 - i. Matt.Kennedy@OHM-Advisors.com
 - ii. Jennifer.Drinan@OHM-Advisors.com
- B. Bidding Documents are available at no charge on the City of Owosso website or on the MITN website. Hard copies may be obtained for a fee in accordance the City's FOIA Policy at the office of the Bid Coordinator, City Hall, 301 West Main Street, Owosso, Michigan 48867.
- C. Sealed Bids will be received by the City of Owosso Bid Coordinator, City of Owosso, 301 W Main Street, Owosso, Michigan 48867 until 3:00 p.m. Tuesday, October 19, 2021 for the Palmer 3 and Juniper 1 Municipal Water Supply Well Drilling at which time bids will be publicly opened and read aloud.
- D. The following documents must be included with the bid response:**
- 1) Bid Proposal
 - 2) Local Preference Affidavit for each eligible (sub)contractor
 - 3) W-9 Request for Taxpayer ID No. and Certification
 - 4) Signature Page & Legal Status/ Acknowledgement of Addendum(s)
 - 5) Insurance Endorsement
 - 6) Section 00 43 13 Bid Bond
 - 7) Section 00 45 10 Qualifications Statement



- E. Bid must be accompanied by bid security made payable to Owner in an amount of 5% of Bidder's maximum bid price (determined by adding the base bid and all alternates) in the form of a certified check, bank money order, or a Bid Bond.
- F. Bidders to review the insurance and bonding requirements of this project as explained in the Sections 00 70 00 and 00 73 00 – General and Supplementary Conditions. The successful bidder must comply with the limits provided in this section.
- G. Liquidated Damages. Assessed at \$1,000.00 a calendar day until the work is satisfactorily completed.
- H. Schedule:

Activity	Date
Pre-Bid Meeting	Tuesday, October 12, 2021 @ 11:00 a.m.
Final day for Contractor written questions	Thursday, October 14, 2021 @ 3:00 p.m.
Last Addendum Posted (if needed)	Friday, October 15, 2021 @ 12:00 p.m.
Bids due	Tuesday, October 19, 2021 @ 3:00 p.m.
Owosso City Council Meeting Preliminary Bid Approval	Monday, November 1, 2021
Issue Notice of Acceptance Send Project Manuals to Contractor	Tuesday, November 2, 2021
Bonds and Project Manuals Due Insurance Certs w/additional insureds due Tentative date of Pre-Construction Meeting Anticipated Notice to Proceed Issued	Tuesday, November 9, 2021
Notice to Proceed Issued (120 day bid hold)	Wednesday, Feb 16, 2022
Tentative On site Work Start	Monday November 15, 2021
Tentative Final Completion	Thursday December 30, 2021



4. Summary of Project

A. Scope of Work

- 1) The Project at the Palmer No. 3 well site consists of the construction of one (1) new 12-inch production well, one (1) new observation well and site improvements related to the well construction. Test pumping will be done upon completion of the new production well.
- 2) The Project at the Juniper No. 1 well site consists of the construction of one (1) new 12-inch production well, one (1) new observation well and site improvements related to the well construction. Test pumping will be done upon completion of the new production well.

B. On-site Work Hours: Limit work to normal business working hours of 8:00 AM to 6:00 PM, Monday through Friday, unless otherwise indicated. Work shall be prohibited on recognized national holidays.

C. Test Pumping

- 1) Contractor shall supply necessary test pumping equipment.
- 2) Existing power (480 V) is available at the Palmer No. 3 site; Contractor shall supply necessary equipment to connect to the existing power supply. Existing power is not available at the Juniper No. 1 well site; Contractor shall supply equipment to supply necessary power to the test pumping equipment.

D. Permits

- The Owner has obtained an EGLE test well approval letter for both well sites. Contractor shall comply with requirements as outlines in these letters.
- Contractor is responsible for providing and submitting SESC plans for this project to the corresponding permitting agency for review and approval as necessary to prevent drilling fluid and debris from reaching local wetlands and waterways. Contractor is responsible for all fees associated with such permit.

E. Site requirements

- Contractor shall provide onsite sanitary facilities during the construction period for own personnel.

5. Questions and Answers

- 1) 45 days is not sufficient to complete all project work at both sites with the current lead times on casing and screens.

OHM to advise in Addendum 1

- 2) Will engineer be onsite during drilling operations

Yes, a representative from OHM Advisors and/or Williams & Works will be onsite to verify proper installation, materials, and development.

6. Site Tour

Palmer 3A

Contractors advised to visit the Juniper site independently.



34000 Plymouth Rd
 Livonia, MI 48150
 T: 734.522.6711
 F: 734.522.6427
 www.ohm-advisors.com

Project: Palmer 3 and Juniper 1 Municipal Water Supply Well Drilling
 Project No.: 0020-19-0020
 Date: Tuesday, October 12, 2021 at 11:00 am

Name	Representing	Phone	E-Mail
Matt Kennedy	OHM Advisors	(734)-466-4432	Matt.Kennedy@ohm-advisors.com
Dan Whalen	Williams and Works		Whalen@williams-works.com
<i>Dave Haut</i>			
<i>Marty Zuber</i>	<i>Ed Beckmeier Well Drilling</i>	<i>(810)638-5104</i>	<i>EBWD@centurgtel.net</i>
<i>John Kingman</i>	<i>Northorn Pump & Work</i>	<i>517-490-2444</i>	<i>JKingman@northornpumpwork.com</i>

AGREEMENT

THIS AGREEMENT is by and between _____ City of Owosso _____ (“Owner”) and

_____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.1 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Project consists of construction of one 5-inch observation well and one 12-inch test-production well at each of the two well sites Palmer No. 3 and Juniper No. 1 with miscellaneous items of appurtenant work. The test-production wells shall be 150 foot deep and 100 foot deep at the Palmer No. 3 and Juniper No. 1 well sites respectively.

ARTICLE 2 – THE PROJECT

- 2.1 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Palmer 3 and Juniper 1 Municipal Water Supply Well Drilling

ARTICLE 3 – ENGINEER

- 3.1 The Project was designed by OHM Advisors.
- 3.2 The Owner has retained OHM Advisors, 34000 Plymouth Rd, Livonia, MI 48150 (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.1 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.2 *Contract Times: Days*

- A. ~~Milestone 1 Work will consist of the production and observation wells and all ancillary work including pump testing and site improvements at the Palmer No. 3 Well Site. This work will be completed within 25 days after the Notice to Proceed is issued.~~

Work onsite will commence within 5 days of issuance of the Notice to Proceed. **It is the intent of this project that the following Milestone dates be met:**

- B. **Substantial Completion Milestone 1: Work will consist of the production and observation wells and all ancillary work including pump testing and site improvements at the Palmer**

No. 3 Well Site. This work will be substantially complete within 50 days after the Notice to Proceed is issued.

C. Substantial Completion Milestone 2: Work will consist of the production and observation wells and all ancillary work including pump testing and site improvements at the Juniper No. 1 Well Site. This work will be substantially complete within 90 days after the Notice to Proceed is issued.

D. The Work shall be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before June 1, 2022.

~~E. All Work will be complete and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 45 days after the Notice to Proceed.~~

4.3 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.1 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.2 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion Milestone 1 (50 days): Contractor shall pay Owner \$1,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.2.B above for Substantial Completion until the Work is substantially complete.

2. Substantial Completion Milestone 2 (90 days): Contractor shall pay Owner \$1,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.2.C above for Substantial Completion until the Work is substantially complete.

3. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000.00 for each day that expires after such time until the Work is completed and ready for final payment.

4. Liquidated damages for failing to timely attain Substantial Completion and Final Completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.1 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Palmer No. 3 Well Site:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization, 2.5%	1	LS		
2	Soil Erosion and Sedimentation Control	1	LS		
	Construction of Observation Well, 5-Inch Diameter, 150-Foot Depth				
3	Bore Hole	150	LF		
4	Well Casing, 5-Inch	130	LF		
5	Well Screen, 5-Inch	20	LF		
6	Pressure Grouting	130	LF		
	Construction of Production Well, 12-Inch Diameter, 150-Foot Depth				
7	Pilot and Sampling Boring	1	LS		
8	Bore Hole	150	LF		
9	Well Casing, 12-Inch	130	LF		
10	Well Screen, 12-Inch	20	LF		
11	Pressure Grouting	130	LF		
12	Well Development	40	HR		
13	Pumping Testing	76	HR		
14	Digital Video Recording	1	LS		
15	Plumbness and Alignment Survey	1	LS		
16	Chlorination	1	LS		
17	Site Restoration and Cleanup	1	LS		
18	Miscellaneous Approved Labor and Equipment Allowance	1	LS	\$10,000	\$10,000
Total of All Unit Price Bid Items at Palmer No. 3 Well Site					

Juniper No. 1 Well Site:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
19	Mobilization, 2.5%	1	LS		
20	Soil Erosion and Sedimentation Control	1	LS		
	Construction of Observation Well, 5-Inch Diameter, 100-Foot Depth				
21	Bore Hole	100	LF		
22	Well Casing, 5-Inch	90	LF		
23	Well Screen, 5-Inch	10	LF		
24	Pressure Grouting	90	LF		
	Construction of Production Well, 12-Inch Diameter, 100-Foot Depth				
25	Pilot and Sampling Boring	1	LS		
26	Bore Hole	100	LF		
27	Well Casing, 12-Inch	80	LF		
28	Well Screen, 12-Inch	20	LF		
29	Pressure Grouting	80	LF		
30	Well Development	40	HR		
31	Pumping Testing	76	HR		
32	Digital Video Recording	1	LS		
33	Plumbness and Alignment Survey	1	LS		
34	Chlorination	1	LS		
35	Site Restoration and Cleanup	1	LS		
36	Miscellaneous Approved Labor and Equipment Allowance	1	LS	\$10,000	\$10,000
Total of All Unit Price Bid Items at Juniper No. 1 Well Site					

Contract Total of All Unit Price Bid Items	
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The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.1 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions

6.2 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on a monthly schedule during performance of the Work, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

6.3 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

7.1 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited Site, conducted a thorough, alert visual examination of the Site and adjacent area, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to the existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the

means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 8 – CONTRACT DOCUMENTS

8.1 *Contents*

- A. The Contract Documents consist of the following:
 - 1. City of Owosso Contract Conditions (pages 1 to 5, inclusive).
 - 2. Local Preference Policy (pages 1 to 6, inclusive).
 - 3. This Agreement (pages 1 to 7, inclusive).
 - 4. Performance bond (pages 1 to 3, inclusive).
 - 5. Payment bond (pages 1 to 3, inclusive).
 - 6. Other bonds, N/A.
 - 7. Contractor's Affidavit (pages 1 to 1, inclusive)
 - 8. General Conditions (pages 1 to 72, inclusive).
 - 9. Supplementary Conditions (pages 1 to 10, inclusive).
 - 10. Specifications as listed in the table of contents of the Project Manual.
 - 11. The Drawings listed on the attached sheet index.
 - 12. Addenda (numbers 1 to _, inclusive).

13. Exhibits to this Agreement (enumerated as follows):

a. Contractor's Bid (pages _ to _, inclusive).

14. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

a. Notice to Proceed.

b. Work Change Directives.

c. Change Orders.

d. Field Orders.

B. The documents listed in Paragraph 8.1.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 8.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 9 – MISCELLANEOUS

9.1 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.2 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interest in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.4 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be

reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 9.5:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)