AGREEMENT (hereinafter the “Agreement” or the “Contract”) made as of the \_\_\_\_\_\_\_\_\_\_\_\_\_ day of\_\_\_\_\_\_\_\_\_ in the year 2022,

BETWEEN the Owner (also sometimes referred to as the “County”):

Fluvanna County, a political subdivision of the Commonwealth of Virginia

132 Main Street

Palmyra, VA 22963

and the Contractor: **CONTRACT: IFB#2023-\_\_**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

for the following Project:

Fluvanna County Project - Burn Building Construction – IFB 2023-01 as modified by Addendum(s):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (collectively as modified, the “IFB”)

The Architect (who has signed as seen and agreed) (the “Architect”):

**Crabtree, Rohrbaugh & Associates, Inc., a Pennsylvania corporation authorized to do business in Virginia**

**Attn: Kevin Whitney**

**250 Main Street, Suite 200**

**Charlottesville, VA 22902**

The Engineer (who has signed as seen and agreed) (the “Engineer”):

**Draper Aden Associates, Inc.**

**Attn: Carolyn A. Howard, P.E.**

**2206 South Main Street**

**Blacksburg, VA 24060**

For mutual consideration the sufficiency of which is acknowledged, the Owner and Contractor agree as follows:

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# ARTICLE 1   THE CONTRACT DOCUMENTS

* 1. Definitions:
		1. All capitalized terms used herein shall have the meaning as defined herein or in the Conditions unless the context requires otherwise. Definitions in the body of this Agreement shall control.
		2. Notwithstanding the forgoing, throughout this document, the Contract Documents and specifically including in the Conditions, **“Architect” shall mean and be replaced in every instance with “Engineer and/or Architect, as appropriate in the context”.** The Owner may at any time from time to time notify the Contractor in writing of a change in Architect and/or Engineer. If at any time during the term there are not both an Architect and an Engineer assigned to this Project, then the “Architect” shall mean the Architect or Engineer still assigned to this Project by the County consistent with a written notice from the County related thereto.
	2. The “Contract Documents” consist of and shall be defined as ALL of the following:
		1. this Agreement (also referred to as the “Contract” or “AIA Document A101-2017”).
		2. The “Conditions” or the “General Conditions” which as used in this Agreement and the Contract Documents is defined to mean the following:
1. **Exhibit B.4 to the IFB as modified and amended by Exhibit B.5 to the IFB** – Section 000700 being the General Conditions of Contract for Construction (**Exhibit B.4 to the IFB**) as modified and amended by the Section 000750 being the Supplementary General Conditions (**Exhibit B.5 to the IFB**). Exhibit B.4 and Exhibit B.5 to the IFB are attached hereto as a part of Exhibit 1.**; AS FURTHER AMENDED AND SUPPLEMENTED BY THE FOLLOWING ADDITIONAL MATERIAL PROVISIONS:**
2. **Appendix I to the IFB** - The County’s General Terms, Conditions and Instructions to Bidders and Contractors (hereinafter the “County’s General Terms”) which Appendix I to the IFB is attached hereto as a part of Exhibit 1.
3. In the event of a conflict between (a) and (b) supra, such provisions shall be read together whenever possible. In the event of a direct conflict, the provision most beneficial to the Owner in the Owner’s discretion shall control.
	* 1. the “IFB” which as used in this Agreement and the Contract Documents is defined to mean the following: that Fluvanna County Project - Burn Building Construction – IFB 2023-01 issued the 25th day of August, 2022, including all exhibits and attachments to the foregoing (and specifically including the Plans, Manual and Technical Specifications), **AS SUCH WERE AMENDED BY THE FOLLOWING ADDENDUMS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.** The **IFB** including all exhibits, attachments, appendices and addendums are attached hereto as **Exhibit 1 (the “IFB” or “Exhibit 1”)** and incorporated herein as a material part of this Agreement.
		2. The “Grant Requirements” which means all those requirements of the Grant as “Grant” is defined in the IFB including without limitation the following:
4. All those requirements set forth in Section 3(B) and all subparts thereof of the IFB;
5. All requirements as set forth in Exhibit E to the IFB which is attached hereto as a part of Exhibit 1 subject to such updated information as may be provided by the Virginia Department of Fire Programs as more specifically described in Section 3(B) and all subparts thereof of the IFB; and
6. All terms and requirements of the Grant, related to the Grant, or receipt of the Grant funds for the Project set forth in the IFB are material provisions of this Contract and are incorporated herein as if the same were verbatim recited within the body of this Agreement.
	* 1. The “Plans” as defined by the IFB means the: (i) Building Plans and Site Plan, being **Exhibit A to the IFB** which is attached hereto as a part of Exhibit 1; and (ii) specifications set forth or attached to the IFB and including the drawings, specifications, addenda issued prior to execution of this Agreement; (iii) as modified by the Conditions, if applicable.
		2. The “Manual” (being **Exhibit B to the IFB, including Exhibit B.1, B.2, B.3, B.4, B.5, B.6, B.7, B.8 and B.9,** which is attached hereto as a part of Exhibit 1) including the “Technical Specifications” as each is defined by the IFB.
		3. Performance Bond being a part of **Exhibit C to the IFB** which is attached hereto as a part of Exhibit 1;
		4. Payment Bond being a part of **Exhibit C to the IFB** which is attached hereto as a part of Exhibit 1; and
		5. The permit being **Exhibit A-1 to the IFB** which is attached hereto as a part of Exhibit 1;
		6. the Contractor’s Bid dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and all attachments and exhibits thereto including without limitation Attachment E – Pricing (the “Bid”) attached hereto as **Exhibit 2;** and TOGETHER WITH:
		7. Any Contract Modifications including Change Orders and Change Directive issued after execution of this Agreement approved by the Owner in writing and made in accordance with the Contract documents (including specifically, but without limitation, in accordance with the Conditions), all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein.
	1. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral.
	2. An enumeration of the Contract Documents, other than a Modification, Change Order or Change Directive, appear in Article 9.

# ARTICLE 2   THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work on the Project described in the Contract Documents in strict conformance with the Contract Times and Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

# ARTICLE 3   DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement or the date Owner signs this Agreement, **whichever is later which shall be deemed the Owner’s Notice to Proceed.**

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Times shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion, Final Completion and other stipulated deadlines

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion and Final Completion of the entire Work **as stipulated herein and as further detailed the Conditions, including specifically, but without limitation, in Article 9 of the Conditions, and in the IFB, and further defined in the Contract Documents. The following deadlines apply to this Project:**

* + - 1. **The Contractor must have a building permit issued and construction must commence for the Project no later than November 14, 2022** (“Permit Deadline”). THE GRANT REQUIRES THAT A BUILDING PERMIT BE ISSUED AND CONSTRUCTION COMMENCE FOR THE PROJECT NO LATER THAN November 14, 2022. THE CONTRACTOR MUST MEET THIS DEADLINE OR THE COUNTY MAY LOSE THE GRANT FUNDING. Time being of the essence.
			2. The **Date of Substantial Completion regardless of the Contract Times MUST BE THE EARLIER OF: (i) within two-hundred and twenty days (220) from the “Date of Commencement” as such is defined in Article 3.1 of this Agreement; and (ii) September 1, 2023 (the “Substantial Completion Date” or the “Date of Substantial Completion”). Time being of the essence.**
			3. The **Date of Final Completion regardless of Contract Times MUST BE THE EARLIER OF: (i) within two-hundred and forty days (240) from the “Date of Commencement” as such is defined in Article 3.1 of this Agreement; and (ii) November 1, 2023 at 5 p.m. EST (the “Final Completion Date” or the “Date of Final Completion”). Time being of the essence.**
			4. THE GRANT REQUIRES THAT THE PROJECT BE FINALLY COMPLETED NO LATER THAN November 15, 2023. THE CONTRACTOR MUST MEET THIS DEADLINE OR THE COUNTY MAY LOSE THE GRANT FUNDING.
			5. **Time is of the essence for all dates and deadlines set forth in this Agreement.**  See the Conditions and IFB for more specifications related to Contract Times, Substantial Completion and Final Completion. If a building permit is not issued for the Project by the Permit Deadline OR if construction does not commence on the Project by the Permit Deadline, then at the option of the County upon written notice to the Contractor: (i) this Contract may be terminated by the County for cause with no Payments of any kind due and owing to the Contractor; and (ii) any amounts paid under this Contract to Contractor shall be refunded to Owner as partial damages for the Contractor’s material breach and this provision shall survive termination by the County of this Contract. The Contractor understands and acknowledges such Project Permit Deadline is critical to the County’s receipt of the Grant funds for the Project.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents. If portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall complete such portions of Work by the following dates:

Portion of Work: Substantial Completion Date for Portion:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

§ 3.3.3 If the Contractor fails to achieve Substantial Completion or Final Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5 and as further detailed in the Contract Documents, including, but without limitation, the Conditions and IFB. If the Contractor fails to meet the Final Completion Date as provided in Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5 and as further detailed in the Contract Documents, including, but without limitation, the Conditions and IFB.

# ARTICLE 4   CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AND \_\_\_/100 DOLLARS ($ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ), subject to additions and deductions as provided in the Contract Documents. Such shall be payable in accordance with the Conditions and the Contract Documents.

§ 4.2 Alternates

None.

§ 4.3 Allowances, if any, included in the Contract Sum:

**None.**

§ 4.4 Unit prices, if any:

***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

§ 4.5 Liquidated damages, if **applicable, shall be as** **stipulated in Paragraph 8.4 and the subparagraphs thereof of Conditions and as otherwise detailed in the Contract Document.** Section 8.4.1 and 8.4.3 of the Conditions is included in the body of the Agreement to highlight the same as a material part of this Agreement:

* + 1. ***The amount of Liquidated Damages shall be $500 per day for each date not met as specifically set forth below and also as set forth herein and in the Contract Documents.******TIME FOR COMPLETION:******THE PROJECT MUST BE SUBSTANTIALLY COMPLETED TO THE COMPLETE REASONABLE SATISFACTION OF THE COUNTY IN ACCORDANCE WITH THE CONTRACT AND THIS IFB ON OR BEFORE THE SUBSTANTIAL COMPLETION DATE, TIME OF THE ESSENCE.******THE PROJECT MUST BE FINALLY COMPLETED TO THE COMPLETE REASONABLE SATISFACTION OF THE COUNTY IN ACCORDANCE WITH THE CONTRACT AND THE CONTRCT DOCUMENTS ON OR BEFORE THE FINAL COMPLETION DATE, TIME OF THE ESSENCE.*** *Contractor MUST comply with the Project Schedule. The Contractor understands and acknowledges that the County is using Grant Funds to pay for a portion of the cost of the Project and therefore, the Project must be completed on schedule or the Grant funding for the Project may become unavailable for use. Contractor and County recognize that time is of the essence with respect to the Project schedule and that County will suffer financial loss if the Work on the Project is not completed on schedule. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by County if the Work is not completed on time. Accordingly, instead of requiring any such proof, County and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay the County $500.00 for each day that expires after the Substantial Completion Date until the Project is substantially complete; and Contractor shall pay the County $500.00 for each day that expires after the Final Completion Date until the Project is finally complete. For clarification, if after the Final Completion the Project is not Substantially Complete and is also not Finally Complete Date the total liquidated damages owed for both delays is $1,000.00 for each day that expires after the Final Completion Date.*
		2. ***…***
		3. *Contractor agrees that the daily amount of liquidated damages and other liquidated damages provided in the Contract Documents shall not be considered a penalty, and further agrees not to challenge the reasonableness or lawfulness of such liquidated damages. The amount of the liquidated damages shall compensate Owner for delay only specifically for Owner’s inability to use or otherwise have available and use the Project or any phase thereof for its intended purpose by the Dates set forth in the Contract Documents. In addition, if the Project is not completed pursuant to the Grant Requirements, including any Grant or VDFP deadlines, then the Grant funding for this Project may be lost and if lost, the parties agree that entire amount of the Grant funding is a foreseeable damage to the Owner should the Grant requirements or Grant deadlines not be met and if the Grant funds not be awarded or not received by Owner, then the entire amount of the Grant funding shall be owed by Contractor as liquidated damages payable to the Owner for loss of the grant funding and is not a penalty. The assessment of liquidated damages for delay and/or loss of Grant funds shall not preclude Owner from additional recovery or from seeking any other or additional remedy to which it is entitled under the Contract Documents or by law or in equity including, but not limited to, the costs to correct any defective or incomplete Work.*
		4. *…*
		5. *…*
		6. *…*

§ 4.6 Other:

None

# ARTICLE 5   PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect/Owner by the Contractor and Certificates for Payment issued by the Architect/Owner, **and each subject to the review of and approved by the Owner,** the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 **Refer to the Contract Documents and specifically, but without limitation, see Article 9 of the Conditions for further information. The payment schedule will also be finalized at the first Pre-Construction Meeting**.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Owner in consultation with the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor’s Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with this Agreement, the Conditions, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives and Change Modifications that the Owner in consultation with the Architect determines to be reasonably justified and as further limited by the Contract Documents, and specifically, but without limitation, by the Conditions.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that is uncorrected or defective and any Work that remains uncorrected or defective for which the Owner or Architect has previously withheld a Certificate for Payment as provided in the Contract Documents, and specifically, but without limitation in Article 9 of the Conditions. Any work not completed in strict conformance with the Contract Documents is defective Work. This amount specifically includes a reduction for any amounts previously paid by Owner for Work later discovered to be defective or in need of correction until such defects have been corrected and accepted by the Owner and Architect;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay as described in the Conditions;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Owner or Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of the Conditions;

.5 Retainage withheld pursuant to Section 5.1.7 below; and

.6 For any amounts that may be withheld by Owner pursuant to provisions of the Contract Documents**.** Specifically, but without limitation, all liquidated damages are immediately due and payable by the Contractor to the Owner as accrued. If the Contractor does not remit such liquidated damages to the Owner, then the Owner may deduct and set off such amounts owed for liquidated damages from time to time against the amount of the progress payment(s). This right of set-off is separate from and does not reduce or affect the retainage withheld by the Owner pursuant to Section 5.1.7 below.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due: Five Percent (5%). See section 49 of the County’s General Terms and the Conditions and Article 9. The Owner may also withhold payment pursuant to any other provision of the Contract Documents, including without limitation, as set forth in this Contract and in the Conditions.

§ 5.1.7.1.1 Intentionally Omitted.

§ 5.1.7.2 Intentionally Omitted.

§ 5.1.7.3 Upon Final Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment.

§ 5.1.8 Intentionally Omitted.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Work on the Project under this Contract to the Owner’s reasonable satisfaction in strict conformance with all requirements and provisions of the Contract Documents and after the Owner has received all deliverables required thereby, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Owner in consultation with Architect **and approved by the Owner**.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 45 days after the issuance of the final Certificate for Payment as approved by Owner.

§ 5.3 Interest

Owner shall pay no interest on any Payments due and unpaid under the Contract. See also the Conditions for provisions related to payments by the Contractor.

# ARTICLE 6   CLAIMS

Claims will be resolved as set out in the Contract Documents, see specifically but without limitation Article 15 of the Conditions and Section 51 of the County’s General Terms.

# ARTICLE 7   TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of Conditions and as otherwise provided in the Contract Documents.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of Conditions and as otherwise provided in the Contract Documents.

# ARTICLE 8   MISCELLANEOUS PROVISIONS

#

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A101–2017 being this Agreement or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

Fluvanna County Administrator

Eric M. Dahl

132 Main Street

Palmyra, VA 22963

(434) 591-1910

edahl@fluvannacounty.org

Owner’s Project Manager is:

Ben Powell

132 Main Street

Palmyra, VA 22963

(434) 591-1910

email: bpowell@fluvannacounty.org

with a copy to:

Fluvanna County Attorney

414 East Jefferson Street

Charlottesville, VA 22903

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

[insert from Contractor]

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without written notice to the other party.

§ 8.5 Insurance and Bonds

**Performance Bond and Payment Bond are attached hereto as Exhibits 4 and 5, respectively.**

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in **Article 11 of the Conditions,** and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in this Agreement, Article 11 of the Conditions, and elsewhere in the Contract Documents.

§ 8.6 Intentionally Omitted.

# ARTICLE 9   ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

The Contract Documents being ALL of the following:

1. Those Contract Documents as defined in Article 1 including all subparts thereof, TOGETHER WITH THE FOLLOWING:
2. Any Contract Modifications including Change Orders and Change Directive issued after execution of this Agreement approved by the Owner and made in accordance with the Contract documents (including specifically, but without limitation, in accordance with the Conditions), all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein.

Each Exhibit attached hereto and all of the attachments, appendices and exhibits to each are made a material part of this Agreement.

The Plans and Specifications are specifically defined and set out in the IFB and as modified and supplemented by the Conditions.

**[SIGNATURE PAGE TO FOLLOW.]**

This Agreement entered into as of the day and year first written above is signed and sealed by the following duly authorized representatives:

Owner Contractor

Fluvanna County: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |
| --- | --- | --- |
| By: |  | By: |
| OWNER (Signature) |  | CONTRACTOR (Signature) |
| Eric M Dahl, County Administrator |  |  |
| (Printed name and title) |  | (Printed name and title) |

DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Approved as to form:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fluvanna County Attorney

SEEN and Agreed:

Architect

Crabtree, Rohrbaugh & Associates, Inc.

|  |  |
| --- | --- |
| By: |  |
| ARCHITECT (Signature) |  |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name and Title

DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SEEN and Agreed:

Engineer

Draper Aden And Associates, Inc.

|  |  |
| --- | --- |
| By: |  |
| ENGINEER (Signature) |  |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name and Title

DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_