

CITY OF BUCHANAN, MICHIGAN



2025 CDBG

Help for Homes Program

*Bid Package: Multiple Projects: House Painting, Tree Removal,
Gutter Replacement*

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City of Buchanan
Community Development
302 N Redbud Trail | Buchanan, MI 49107
269-695-3844

ADVERTISEMENT FOR BIDS
CITY OF BUCHANAN, MICHIGAN

Help for Homes Program
Bid Package: Multiple Projects- 804 Victory, Buchanan, MI

Sealed proposals will be received by the City of Buchanan, Michigan in the office of the City Clerk until 10:00AM Local Time on June 23, 2025, at which time and place the proposals will be publicly opened and read aloud for the home repair work consisting outlined in the specifications that can be found online at: <https://www.cityofbuchanan.com/rfps>

The proposal as well as the plans and specifications under which the work will be done are on file and may be examined at the City Clerk's Office, City Hall, 302 N Redbud Trail | Buchanan, MI 49107 (269-695-3844). Copies thereof may be obtained electronically from the Community Development Department.

The City reserves the right to reject any or all proposals, to waive irregularities in proposals and to accept the proposal that in the opinion of the City Council is most advantageous to the City.

No bid shall be withdrawn after the opening of bids for a period of thirty (30) days after the scheduled time of receiving bids.

CITY OF BUCHANAN
Tony McGhee
City Manager

City of Buchanan – Help for Homes Program –**Multiple Projects- House Painting, Tree Removal, Gutter Replacement**

NOTICE: For each item below, the undersigned, having familiarized himself/herself/themselves with the local conditions affecting the cost of the work, and with the Advertisement, the Form of Proposal, Specifications and Plans on file with the City Clerk, hereby proposes to perform everything required to be performed and to provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services necessary to perform and complete in a workmanlike manner all the work required at various locations in the City of Buchanan all in accordance with the specifications as prepared for the following named unit prices to wit:

Address: 804 Victory, Buchanan, MI

House Painting

1. Scope of Work

The contractor shall furnish all labor, materials, tools, and equipment necessary to:

- Prepare all exterior surfaces of the home for painting.
- Sand, scrape, and fill damaged or deteriorated areas as needed.
- Apply high-quality primer and exterior-grade paint to all designated areas.
- Complete the job in a professional, clean, and code-compliant manner.

2. Areas to be Painted

- Exterior siding (wood, vinyl, stucco, or other as applicable)
- Fascia, soffits, and trim
- Exterior doors and frames
- Windows and frames
- Railings, porches, and other specified woodwork
- Eaves, overhangs, and exposed beams
- Gutters and downspouts (if specified by homeowner)

Note: Items excluded from painting (unless otherwise noted):

- ☐ Roof
- ☐ Brick or masonry (unless specified for painting)
- ☐ Glass, fixtures, landscaping

3. Surface Preparation

All surfaces must be properly prepared to ensure paint adhesion and longevity:

3.1 Cleaning

- Power wash or hand-clean all surfaces to remove dirt, mildew, chalk, and loose debris.
- Allow sufficient drying time prior to paint application.

3.2 Scraping and Sanding

- Scrape all peeling or flaking paint to sound substrate.
- Sand rough or uneven surfaces to achieve a smooth finish.
- Feather edges of existing paint to avoid ridges or lines.

3.3 Repairs and Filling

- Inspect all surfaces for cracks, holes, or defects.
- Fill gaps, holes, or damaged areas using exterior-grade filler, wood putty, or caulk as appropriate.
- Caulk all joints, seams, window/door trim edges, and gaps with high-quality exterior sealant.

- Replace any rotted or severely damaged wood with homeowner approval.

3.4 Priming

- Spot-prime all bare wood, metal, or patched areas with appropriate primer.
- Apply full coat of primer to new, raw, or heavily weathered surfaces.

4. Painting

- Apply two (2) full coats of high-quality 100% acrylic latex exterior paint or as specified.
- Paint must be from a recognized brand (e.g., Sherwin-Williams, Benjamin Moore, Behr, or equivalent).
- Color and finish to be selected by homeowner.
- Use brush, roller, and/or spray method depending on surface and conditions, following manufacturer guidelines.

5. Protection and Cleanup

- Mask and protect all non-painted surfaces (windows, fixtures, landscaping, walkways, etc.).
- Cover ground and nearby items with drop cloths or plastic sheeting.
- Remove masking and clean all drips, overspray, and splatter upon completion.
- Perform a final magnetic sweep and visual cleanup of all work areas.
- Dispose of all waste materials in accordance with local regulations.

6. Safety and Compliance

- Contractor shall follow all OSHA safety regulations and use proper fall protection.
- Use of lead-safe practices if house was built before 1978 and lead paint is suspected (comply with EPA RRP Rule).
- Maintain a safe worksite and secure materials and equipment after work hours.

7. Warranty

- Contractor shall provide a minimum 2-year workmanship warranty against peeling, blistering, or flaking due to improper preparation or application.
- Manufacturer warranties on paint products shall be provided to homeowner.

Tree Trimming or Removal

1. Scope of Work

The contractor shall furnish all labor, equipment, materials, and services required to:

- Cut down and remove two (2) specified trees from the yard.
- Trim back overhanging limbs as designated by the homeowner.
- Perform all work safely and in compliance with local regulations.
- Clean up and dispose of all resulting debris.

2. Tree Removal

- Remove two (2) trees from the property as identified by the homeowner or marked on-site.
- Trees shall be taken down to ground level and stumps removed.
- Large sections may be cut and lowered using rigging techniques to prevent damage to structures, landscaping, or nearby utilities.
- Remove stumps.

3. Limb Trimming

- Trim overhanging limbs from adjacent trees that extend beyond the property line or pose a risk to structures, fencing, vehicles, or power lines.

- Cuts shall be made at appropriate branch collars to promote healthy regrowth and prevent disease.
- Limit trimming to preserve the tree's structural integrity and health unless otherwise specified.
- Coordinate with homeowner on specific limbs to be removed or pruned.

4. Safety and Protection

- Contractor is responsible for maintaining a safe work area and using proper PPE (hard hats, eye/ear protection, etc.).
- Work near electrical lines must comply with OSHA and utility company safety standards.
- Use of cranes, lifts, or climbing gear must be done by trained personnel only.
- Protect adjacent structures, walkways, fences, and landscaping during the removal and trimming process.
- Notify homeowner of any unforeseen hazards or conditions encountered.

5. Cleanup and Disposal

- All tree limbs, trunks, and debris shall be removed from the site and properly disposed of unless otherwise directed.
- Rake and clean affected areas of the yard and hardscape.
- Remove all material from site including stumps

6. Permits and Utility Coordination

- Contractor is responsible for obtaining any necessary tree removal permits or approvals if required by local ordinance.
- Call 811 (or local utility locate service) prior to digging or stump grinding.
- Coordinate with utility providers if work is within clearance zone of overhead lines.

7. Warranty

- Contractor guarantees that all work will be performed to industry standards.
- Contractor shall return to correct any missed or incomplete work within 10 business days of homeowner notice.

Gutter Replacement

1. Scope of Work

The contractor shall provide all labor, materials, equipment, and disposal services necessary to:

- Remove the existing gutter and downspout system from the residence.
- Inspect and repair any related fascia or trim as needed.
- Install a new complete gutter system, including downspouts, fasteners, hangers, and accessories.
- Ensure all work is performed in accordance with industry best practices and local codes.

2. Demolition and Removal

- Carefully remove all existing gutters, downspouts, fasteners, and accessories.
- Remove associated debris and dispose of materials off-site in compliance with local regulations.
- Take precautions to avoid damage to the roof, fascia, siding, or landscaping.
- Identify and report any water damage or rot on the fascia or roof edge to the homeowner before proceeding.

3. Fascia Inspection and Repairs

- Inspect the fascia board and roof edge for signs of rot, insect damage, or structural compromise.
- Replace or repair damaged sections using exterior-grade lumber to match existing dimensions.
- Prime and seal any new wood prior to gutter installation.

4. Gutter Installation

- Install new, economical seamless gutters of the following material and size (as selected by homeowner)
- Custom-fabricate gutters on-site to match house dimensions and minimize joints.
- Slope gutters at approximately 1/16" to 1/8" per foot toward downspouts for proper drainage.
- Secure gutters with hidden hangers spaced a maximum of 24" apart (or as required by material) and screwed directly into fascia or rafter tails.

5. Downspouts and Accessories

- Install downspouts to direct water a minimum of 3–5 feet away from the foundation or into existing drainage.
- Size and number of downspouts must be sufficient to manage expected water volume.
- Secure downspouts to exterior wall using appropriate straps and fasteners.
- Install splash blocks, extensions, or underground drains as specified by homeowner.
- Install end caps, miters, outlets, and sealants to ensure a watertight system.
- Install leaf protection/guards

6. Materials and Workmanship

- All materials shall be new, undamaged, and suitable for exterior use.
- Fasteners must be corrosion-resistant (e.g., stainless steel or galvanized).
- Installation must be neat, uniform, and free from sags, leaks, or visible fasteners (unless specified).
- Paint touch-up of scratches or cuts to be completed at the end of installation if applicable.

7. Cleanup and Disposal

- Remove all construction debris and leave the site clean and orderly upon completion.
- Inspect for and clean any debris dropped into landscaping, driveways, or walkways.

8. Warranty

- Contractor shall provide a minimum 1-year workmanship warranty.
- Material warranties as offered by manufacturer shall be transferred or documented for the homeowner.
- .

Pricing Packages

1 House Painting: 804 Victory, Buchanan, MI	\$
2 Tree Removal/Trimming: 804 Victory, Buchanan, MI	\$
3 Gutter Replacement: 804 Victory, Buchanan, MI	\$

Permits	\$
Dumpsters	\$
Total of Alternate Bids	\$
Total Estimate with Alternate Bids.	\$

BIDDER'S EXCEPTIONS OR COMMENTS MAY OR MAY NOT BE ACCEPTED:

SUB-CONTRACTORS: _____

PROJECTED COMPLETION DATE: _____

LIST **NUMBER OF EMPLOYEES** YOU PLAN TO HAVE SIGNIFICANTLY INVOLVED WITH THIS PROJECT AT ANY ONE TIME: _____

CONTRACTOR REQUIREMENTS

- The contractor must be licensed and insured.
- Must comply with all applicable building codes and standards.
- Work must be performed during agreed-upon hours to minimize disruption.
- Contractor is responsible for any damages caused during installation.

WARRANTY & FINAL INSPECTION

- Contractor shall provide a one-year warranty on labor.
- Manufacturer's warranty on the fixtures must be honored.
- Final inspection will be conducted upon project completion to ensure compliance.

The undersigned affirms that in making such proposal neither he nor any company that he may represent nor anyone in behalf of him or company directly or indirectly has entered into any combination, collusion, undertaking or agreement with any other bidder or bidders to maintain the prices of said work, or any compact to prevent any other bidder or bidders from bidding on said contract or work, and further affirms that such proposal is made without regard or reference to any other bidder or proposal and without agreement or understanding or combination either directly or indirectly with any other person or persons with reference to such bidding in any way or manner whatsoever.

The undersigned hereby agrees that if the foregoing proposal shall be accepted by the Homeowner and the City, he will, within ten (10) consecutive calendar days after receiving notice of acceptance of such proposal, enter into contract, in the appropriate form, to furnish the labor, materials, equipment, tools,

and construction equipment necessary for the full and complete execution of the work, at and for the price named in his proposal. The undersigned hereby agrees that if this foregoing proposal shall be accepted by the said City he will complete the entire work of this contract by July 30, 2025.

In interest of expediting the award of this contract the undersigned will be required to show that he has performed work similar to that included under the proposed contract for which his proposal is offered.

In submitting this bid it is understood that the right is reserved by the Homeowner and/or the City of Buchanan to reject any and all bids. It is agreed that this bid may not be withdrawn for a period of thirty (30) days after the opening thereof.

Please Print or Type

For each item above, the undersigned, having familiarized himself/herself/themselves with the local conditions affecting the cost of the work, and with the Advertisement, the Form of Proposal, Specifications and Plans on file with the City Clerk, hereby proposes to perform everything required to be performed and to provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services necessary to perform and complete in a workmanlike manner all the work required to remove and replace concrete sidewalk and related work at various locations in the City of Buchanan all in accordance with the specifications as prepared for the following named unit prices

Dated and signed at _____, State of _____.

Company

Name of Bidder

Signature Of Bidder, Title

Date

Business Address

Email Address of Primary Contact

Telephone Number

CERTIFICATION OF NON-DISCRIMINATION

Company

Name of Bidder

Business Address

Please Check One

A. Contractor _____ B. Supplier _____ C. Other _____

Project/Product Description

Help for Homes Program

The undersigned certifies that for the above referenced service(s)/product(s) performed for or furnished to the City of Buchanan:

1. The undersigned does not discriminate in the purchase of materials or in the hiring of personnel, or in the sub-contracting of personnel, on the basis of religion, race, color, national origin, sex, age or handicap.
1. That all Federal and State statutes and regulations pertaining to discrimination on the basis of religion, race, color, national origin, sex, age or handicap have been and shall continue to be fully observed.
2. The undersigned will indemnify and hold harmless the City of Buchanan, its agents and employees, from any and all liability founded upon a claim of violation of Civil Rights or affirmative action regulations pertaining to discrimination.

Signature

Printed Name, Title & Date

INSTRUCTION TO BIDDERS

Work to be Done

The work to be done under this contract includes the furnishing of all labor, materials and construction equipment necessary for home repair in the City of Buchanan complete and in accordance with the specifications.

Construction Conditions

It is required that each bidder will examine the specifications for the work and make a personal examination of the site of the proposed work and its surroundings. It is also expected that he will obtain firsthand information concerning the available facilities for receiving, transporting, handling and storing construction equipment and materials and concerning other environmental conditions that may affect his work.

Basis Upon Which Proposals are Solicited

Proposals are solicited for the proposed home repair and rehab as described in the specifications. The basis on which proposals will be received will be that of cost reimbursement of unit prices for the work described in the Form of Proposal. The City reserves the right to increase or diminish any or all of the quantities within reasonable limits, and the Contractor will be paid for the actual amount of work completed and accepted by the City and at prices stated in his proposal. Bidders may bid on one or multiple packages of the specifications to be considered.

Time of Completion

The Contractor shall fully complete all work under this contract by **July 30, 2025**.

Liquidated Damages

The Contractor shall complete the entire project on or before the date specified or by authorized extension without liquidated damages. The Contractor will be charged \$100.00 per day for each calendar day that the work shall remain uncompleted past the completion date.

Arbitration of Disputes

If there is a dispute between the City and the Contractor regarding the question of whether the Contractor has completed the specified work satisfactorily and/or whether the Contractor has certain payments due that cannot be resolved between the City and Contractor, the dispute shall be resolved through arbitration. An Arbitration Board of three members shall be selected. One shall be selected by the City and one shall be selected by the Contractor. The third arbitrator shall be selected by the mutual agreement of the two arbitrators selected by the City and the Contractor. The decision of the Arbitration Board shall be binding on both the City and the Contractor. The City shall bear the cost of the arbitrator which it selected. The Contractor shall bear the cost of the arbitrator which he selected. The cost of the third arbitrator and all other expenses shall be borne equally by the City and the Contractor.

Form of Proposal

All proposals must be made and signed by the bidder in the form attached hereto and due to the City Clerk by **10:00AM on June 23, 2025**. All prices stated in the proposal must be plainly written in legible figures. Illegibility of any figures in the proposal will be sufficient cause for rejection of the proposal by the City. Each proposal must be enclosed in a sealed envelope addressed to the City Clerk of the City of Buchanan, Michigan, and labeled on the outside **"Proposal for Help for Homes Program – 804 Victory Multiple Projects"**.

Conformity to Specifications

Proposals must be made in full conformity to all the conditions as set forth in the specifications for the work now on file in the City Clerk's Office.

Name, Address and Status of Bidder

The name and legal status of the bidder, that is, as a corporation, partnership, or an individual, shall be stated in the proposal. A corporation bidder shall name the state in which the articles of incorporation are held, and must give the title of the official having authority, under the by-laws, to sign contracts; a partnership bidder shall give the full name and address of partners. Anyone signing a proposal as an agent of another must submit with his proposal legal evidence of his authority to do so. The place of residence of each bidder, or the office address in the case of a firm or company, with the county and state, must be given after his signature.

Experience and Financial Statement

Bidders will be required to provide references offering proof of previous experience as well as satisfactory performance in this type of work. Bidders must provide a list of past projects completed which closely resemble the quantities and value of this project.

If required by the City, each bidder under consideration may be required to submit a statement of his financial status.

Written or Oral Explanations

Should a bidder find discrepancies in or omission from the contract documents or specifications, or should he be in doubt as to their meaning, he may at once notify the City Clerk and request an interpretation thereof and he will be held responsible for the prompt delivery of such request. The City Clerk will thereupon send written instructions in an addendum to all bidders. The City will not be responsible for any oral instruction in connection with this contract.

Execution of Contract

The bidder whose proposal shall be accepted for the Homeowner portion of the work will be required to execute the contract between the successful Contractor and the Homeowner in the form attached hereto. Outside individual contracts between private property owners and the Contractor will be separate from this Homeowner contract. The Contractor shall be responsible for preparing a separate proposal and contract with private property owners. The City of Buchanan will not be responsible for payment of any contracted work other than what is performed for through this RFP and associated contract.

Licenses, W9 and Proof of Insurance - NOTE- REQUIRED

All bidders must submit current copies of all professional licenses, a current and official Certificate of Insurance that includes Workman's Compensation, and a W9

Insurance – NOTE –REQUIRED

The Workman's Compensation Insurance and Public Liability and Property Damage insurance in the amount specified in the general Conditions must be carried by the Contractor who undertakes the work of the contract.

Right to Accept, to Reject and to Waive Defects

The City reserves the right to accept any proposal, to reject any or all proposals, and to waive defects or irregularities in any proposal. In particular, any alteration, erasure, or interlineation in the contract

documents which are attached hereto and specifically made a part of these instructions and of the form of proposal, shall render the accompanying proposal irregular and subject to rejection by the subject to rejection by the City. Proposals, which are clearly unbalanced, will also be considered as irregular and subject to rejection by the City.

Award of Contract

The contract shall be deemed as having been awarded when formal notice of award shall have been duly served upon the bidder to whom the City contemplates awarding the contract by the City Manager.

Withdrawal of Bids

Any bidder who has submitted a proposal to the City may withdraw his bid at any time prior to the scheduled time for the receipts of bid. No bidder may withdraw his bid after the time stated in the advertisement for opening bids for a period of thirty (30) days thereafter.



Help for Homes Program Contract for Services City of Buchanan

THE **CONTRACT** made this _____ day of _____, 2025, by and between

_____ hereinafter called the "Contractor", _____ (Homeowner) and the City of Buchanan, Michigan, hereinafter called the "City". WITNESSETH: That the Contractor, Homeowner and the City for the consideration stated herein agree as follows:

ARTICLE I SCOPE OF WORK - The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required for the Help for Homes Program at _____ (Homeowner's Address) in the City of Buchanan, Michigan, all in strict accordance with the Specifications, including any and all addenda, prepared by the City of Buchanan, which Specifications are made a part of this contract; and the Contractor shall do everything required by the contract and other documents constituting a part thereof. Contractor agrees to perform all work in conformance with all local building codes, and State of Michigan Building Code, whether or not covered by the specifications and drawings.

ARTICLE II TIME - It is agreed that the said Contractor will begin work under this contract after approval and signing of the contract by the City and that he will be prosecute it with all due diligence thereafter at such points and with such force and in such manner and at such rate as will bring the entire work to completion by July 30, 2025 the date of completion being considered an essential element of the Contract.

ARTICLE III COMPLETION - It is agreed that the Contractor shall submit an outline of his proposed order of work and will indicate the dates for the completing of the major items of work. When approved by the Homeowner and the City, this outline shall become part of the contract documents.

The Contractor shall set up an outline so as to provide for the completion of the entire work on or before July 30, 2025.

Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the document made part of this contract.

ARTICLE IV LIQUIDATED DAMAGES - The Contractor shall complete the entire project on or before the date specified or by authorized extension without liquidated damages. The Contractor will be charged \$100.00 per day for each calendar day that the work shall remain uncompleted past the completion date.

ARTICLE V THE CONTRACT PRICE - The City shall, with the Homeowner's approval, pay to the Contractor, for the performance of the contract, subject to any additions or deductions provided therein, in current funds, the sum as determined by the actual quantities as final built and the following schedule of unit prices, to wit:

Address 1:	\$
Permits	\$
Dumpsters	\$
Total of Alternate Bids	\$
Total Estimate with Alternate Bids.	\$

ARTICLE VI Change Orders Any additions to, deletions from, or changes in the rehabilitation contract work, time, or price must be approved in a written change order request before the additional work is started. The change order must be executed by the owner and the contractor and approved by the rehabilitation specialist and the grantee. Change orders may be used to add items of work that are essential to complete the original work and were not evident until after the work started.

ARTICLE VII Termination for Convenience. The City of Buchanan may terminate this entire agreement for its convenience in whole or in part at any time without cause by its Notice of such termination, issued after conferring with CONTRACTOR shall terminate the Work as instructed by the City of Niles. Upon termination, if CONTRACTOR has begun work, the City of Niles shall pay to CONTRACTOR, in full satisfaction and discharge of all liabilities and obligations owed to CONTRACTOR with respect to the Work so terminated, the actual value of the Work performed. If CONTRACTOR has not begun work CONTRACTOR is not entitled to recover any amount from the City of Buchanan due to such termination.

Contractor agrees to accept this **fixed price contract** derived from the City of Buchanan's **sealed bid process** seeking prices for the work described in the associated Scope of Work.

ARTICLE VIII General Rules:

1. Contractor must obtain and pay for all necessary **permits and licenses** prior to starting the project and provide evidence there of and warranty work for 1 year from date of completion.
2. Contractor must obtain written consent prior to **sub-contracting** outside of those subcontractors approved as part of contract negotiations.
3. Contractor must obtain written consent from the City and the homeowner for **changes** to specifications which may warrant an official **change order** and contract amendment.
4. Contractor must keep the **premises clean and orderly** during repairs and remove all debris at the completion of daily work and comply with all required rehabilitation practices for the **Lead Safe Housing Rule**.

ARTICLE IX Conflict of Interest A code of conduct prohibits City of Buchanan elected officials, staff, or agents from personally benefiting from CDBG procurement. The policy prohibits the solicitation or acceptance of favors or gratuities from contractors or potential contractors. Sanctions or penalties for violations of the code of conduct by either subrecipients and/or beneficiary of funds officials, staff, or agents, or by contractors or their agents must be identified **[2 CFR 200.318(c)]**. Sanctions for contractors include restitution of fees, fines, repayment of project costs, termination of contract and/or legal remedies.

ARTICLE X This housing rehabilitation program operates in full compliance with the **Michigan Construction Lien Act (PA 497 of 1980)**. Specifically, the City has agreed to adhere to the following provisions: 1. The grantee shall inform all contractors, subcontractors, suppliers, and laborers involved in CDBG funded homeowner rehabilitation projects about their rights and obligations under the [Michigan Construction Lien Act](#).

ARTICLE XI COMPONENT PARTS OF THIS CONTRACT - This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim or, if not attached, as if hereto attached:

- | | |
|-----------------------------------|---------------------------------------|
| 1. Advertisement For Bids | 5. Contract & CDBG General Conditions |
| 2. Specifications & Packages | 6. Contractor's Proposal |
| 3. Non-Discrimination Certificate | 7. This Instrument |
| 4. Instructions To Bidders | |

In event that any provision of the component parts of this contract conflicts with any provision in any other component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

IN WITNESS WHEREOF: The parties hereto have caused this instrument to be executed in four (4) original counterparts the day and year first written above.

Company

City of Buchanan

Authorized Official

Mayor Mark Weedon

Signature of Authorized Official, Title

Signature of Authorized Official, Title

Business Address

302 N Redbud Trail | Buchanan, MI 49107
Business Address

Email Address of Primary Contact

rmurphy@cityofbuchanan.com

Email Address of Primary Contact

Telephone Number

269-695-3844

(Homeowner 1's Name)

(Homeowner 2's Name)

Project Address

(Homeowner 1's Signature)

(Homeowner 2's Signature)