BID: 11/12-4
Homeowner Rehabilitation

Bid Opening Date: August 25, 2011    Time: 11:30am

APPROVAL

/ s /

Alex C. Brown, Town Manager/ Finance Director

/ s /

Anita Norero, Purchasing Agent

The Procurement Code, § 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
INVITATION FOR BID

The Town of Silver City will receive bids on a general contract for **Homeowner Rehabilitation**. All bids must be on the total project; segregated bids will not be accepted.

Bids will be received at the **Town of Silver City Purchasing Department, 101 W. Broadway, Silver City NM 88061 until August 25, 2011 at 11:30 a.m.** Bids will be read aloud shortly there after at the same location.

Plans and Specifications for said work may be examined and/or obtained at the office of the Town Purchasing Agent at 101 W. Broadway, Silver City, NM, (575) 538-3731.

Bidders shall clearly mark on the outside of the sealed bid envelope **BID 11/12-4, Town of Silver City-Home Owner Rehabilitation** and give bidder’s name and address.

**General Conditions**

The following bid is made for furnishing goods or services to the Town of Silver City. The bidder declares that the amount and nature of the goods or services to be furnished is understood and that the nature of this bid is in strict accordance with the conditions set forth and is a part of this bid and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened.

The bidder, in submitting this bid, represents that he is an equal opportunity employer and will not discriminate with regard to race, religion, color, national origin or sex in the performance of this contract.

The bidder hereby proposes to furnish the items or services described in this bid F.O.B. Silver City, New Mexico, at the unit prices quoted herein after notice of bid award, unless otherwise noted in the bid. Bidder must fill in all information asked for in the blanks provided under each item. Failure to comply may result in rejection of the bid at the Town’s option.

The Town reserves the right to reject any or all bids or to waive technicalities at its option when in the best interest of the Town.

If the items, which have been called for, have been identified by a “brand name or equal” description, such identification is intended to be descriptive, but not restrictive and is to indicate the quality and characteristics of products that will be satisfactory. Bid offering “equal” products will be considered for award if such products are clearly identified in the bids and are determined by the Purchasing Agent and requesting Department to be equal in all material respects to the brand name products referenced. Unless the bidder clearly indicates in his bid that he is offering an “equal” product, his bid shall be considered as offering a brand name product referenced in the Bid Specifications.

Equal shall be taken in its general sense and shall not mean identical. Specifications are for the sole purpose of establishing minimum requirements of level of quality, standards of performance and design and are in no way intended to prohibit the bidding of any manufacturer(s) item of equal or better quality. The Town of Silver City shall be the sole judge of equality in their best interest and decisions of the Town of Silver City as equality shall be final.
Pursuant to Section 13-1-108 NMSA 1978, the total amount bid shall exclude all applicable taxes including applicable state gross receipts tax or applicable local option tax. The Town will pay for any taxes due on the contract and will pay any increase in applicable taxes which become effective after the date the contract is entered into in addition to the bid total base upon separate billings which the successful bidder shall submit with each request for payment. Taxes shall be shown as a separate amount on such billings or request for payment and shall separately identify each tax being billed.

Bids deposited with the Town cannot be withdrawn prior to the time set for opening bids. Request for non-consideration of bids must be made in writing to the Purchasing Agent and received by the Town prior to the time set for opening bids. After other bids are opened and publicly read, the bid for which non-consideration is properly requested may be returned unopened. The bid may not be withdrawn after the bids have been opened and the bidder, in submitting the same, warrants and guarantees that his bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the bidder.

After bids are opened and publicly read, the bids will be tabulated for comparison on the basis of the bid prices and quantities shown in the bid. Until final award by the Town of Silver City, the Town reserves the right to reject any or all bids, to waive technicalities and to re-advertise, or proceed to do the work otherwise when the best interest of the Town will be realized.

Bids will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the Town reserves the right to waive any irregularities and to make the award in the best interest of the Town. The Town reserves the right to reject any bid or any part of a bid in part and all bids are subject to reservation.

The successful bidder may not assign the rights awarded and duties of an award without the written consent of the Town. Such consent shall not relieve the assignor of liability in event of default by his assignee.

Delivery date is an important factor to the Town and may be required to be part of each bid. The Town of Silver City may choose to award a bid to a single bidder holding a low total bid versus individual low bidders of individual items when in its best interest based on delivery of goods and/or services. In addition, after an award has been made, should a supplier not be able to provide goods and/or services as stated in a bid, the Town may pursue purchasing an item from the second low bidder if agreeable with the second low bidder. Any price difference may be charged to the first bidder awarded goods and/or services. The Town may at its discretion, extend delivery date when in its best interest.

The Town reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the bidder fails to furnish the materials by the guaranteed date, the Town reserves the right to cancel the order without liability on its part.

The Town will make payment within fifteen (15) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided. No order shall be made prior to the approval of an authorized purchase order number. Purchase order number is required on all transactions.

All specifications will be of new or most current goods or services unless specifically indicated in specification documentation.

The quantities shown on any bid for the purchase of goods and/or services are estimated quantities only.
The Town of Silver City reserves the right to purchase more or less than the quantities shown. In any event, the unit prices shall govern.

Bidder warrants that all deliveries made under a contract will be of the type and quantity specified; and the Town may reject and/or refuse any delivery, which falls below the quality specified in the specifications. The Town shall not be held to have accepted any delivery until after an inspection has been made and an opportunity to exercise its rights of rejection has been afforded.

All manufacturer's warranties shall insure to benefit the Town and replacement of defective materials shall be made promptly upon request. Failure of the Contractor to make reasonable delivery as and when requested shall entitle the Town to acquire quantities from alternate sources wherever available, with the right to seek reimbursement from the Contractor for amounts, if any, paid by the Town over and above the bid price. All materials shall be free of any and all liens and shall upon acceptance thereof become property of the Town free and clear of any materialman's, supplier's or other liens.

Regardless of the award of a contract hereunder, the Town retains the right to purchase the same or similar materials or items from other sources should it be determined that doing so would be in the Town's best interest, based on cost and quality consideration; however, in such event the contractor will be given the first option of meeting or rejecting the proposed alternate sources lower price or higher quality. Acceptance by the Town of any delivery shall not relieve the contractor of any guarantee or warranty, express or implied, nor shall it be considered an acceptance of material not in accordance with the specifications thereby waiving the Town's right to request replacement of defective material.

These specifications are based upon design and performance criteria which have been approved by the Town of Silver City. Subsequently, these specifications reflect only the type of equipment, materials or supplies that will be accepted. Therefore, exceptions may be considered if they are minor, equal or superior to that which is specified and provided that they are listed and fully explained on a separate page entitled, “Exceptions to Specifications”. The exceptions shall refer to the specification page if available, item number, paragraph or other identification. The Town shall determine which exceptions (if any) are acceptable and this determination shall be final.

This procurement will be conducted in accordance with the Procurement Procedures of the Town of Silver City, all applicable Federal Laws, State Laws and Municipal Ordinances.

The Town of Silver City has designated a Procurement Manager/Agent, who is responsible for the conduct of this procurement whose name; address and telephone number are listed below:

Anita Norero, Purchasing Agent  
Town of Silver City  
101 W. Broadway  
P.O. Box 1188  
Silver City, NM 88062  
Telephone Number: (575) 538-3731 ext. 6373  
Fax Number: (575) 538-5123  
E-mail: purchasingagent@qwestoffice.net
All deliveries via express carrier should be addressed as followed:

Anita Norero, Purchasing Agent  
Town of Silver City  
101 W. Broadway  
Silver City, NM 88061

All deliveries via common mail services should be addressed as follows:

Anita Norero, Purchasing Agent  
Town of Silver City  
P.O. Box 1188  
Silver City, NM 88062

Any inquiries or requests regarding this procurement should submit to the Purchasing Manager/Agent in writing. Only those questions answered by the person listed above will be legal and binding.

**DEFINITIONS**

**Contract:** means an agreement for the procurement of items of tangible personal property or services.
**Contractor:** means the successful bidder.
**Department:** means a department or sub-department within the Town of Silver City organization.
**Desirable:** the terms “may”, “can”, “should”, “preferably”, or “prefers” identify a desirable or discretionary item or factor for the Town to determine.
**Determination:** means the written determination of a decision of a procurement manager/agent including findings of fact to support a decision. A determination becomes part of a procurement file to which it pertains.
**DFA:** means the Department of Finance and Administration of the State of New Mexico.
**Mandatory:** the terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor. Failure to meet a mandatory factor may result in rejection of bid.
**Bidder:** is a person, corporation, or partnership who chooses to submit a bid.
**Procurement Manager/Agent:** means the person or designee authorized by the Town to manage or administer a procurement requiring the evaluation of competitive sealed bids. This person may also be known as the “Purchasing Agent”, “Purchasing Officer”, or “Purchasing Supervisor”.
**Responsible Bidder:** means a bidder who submits a responsible bid and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the bid.
**Responsive Bid:** means an offer or bid which conforms in all material respects to the requirements set forth in the invitation for bids. Material respects of an invitation for bids include, but are not limited to price, quality, quantity or delivery requirements.

**CONDITIONS GOVERNING THE PROCUREMENT**

This section of the bid contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

**SEQUENCE OF EVENTS**
The Procurement Manager will make every effort to adhere to the following schedule:
until close of business on ********. All written questions must be addressed to the Purchasing Agent.

5. Submission of Bids
ALL BIDS MUST BE RECEIVED FOR REVIEW BY THE PURCHASING AGENT OR DESIGNEE NO LATER THAN 11:30am MOUNTAIN DAYLIGHT TIME ON August 25, 2011. Bids received after deadline will not be accepted or will be returned unopened. The date and time will be recorded on each bid. Bids must be addressed and delivered to the Purchasing Agent at the address listed in these bid documents. Bids must be sealed and labeled on the outside of the package to clearly indicate that they are in response to BID 11/12-4 Homeowner Rehabilitation. Bids submitted by facsimile or electronic mail will not be accepted. A public log will be kept of the names of all bidders who have submitted bid(s).

6. Contract Award
On September 13, 2011, Town Council will review for award/rejection the recommendation of the Purchasing Agent and Town Staff. This date is subject to change at the discretion of the Mayor and Town Council.

7. Protest Deadline
Any protest by a bidder must be in conformation with Section 71 of the Town of Silver City Procurement Policy. The fifteen (15) day protest period for responsive bidders shall begin on the day following the bid award/rejection and will end as of the close of business on September 29, 2011. Protest must be written and must include the name and address of the protestor and the request for bid number. It must also contain a statement of grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the Town Purchasing Agent. The protest must be delivered to the Purchasing Agent at:

Anita Norco, Purchasing Agent
Town of Silver City

MAILED TO:
P.O. Box 1188
Silver City, NM 88062

HAND DELIVERED or EXPRESS MAILED TO:
101 W. Broadway
Silver City, NM 88061

Protests received after the deadline will not be reviewed or accepted.
OTHER GENERAL REQUIREMENTS

1. **Incurring Costs**
   Any cost incurred by the bidder in preparation, transmittal, presentation or any bid or material submitted in response to this bid shall be born solely by the bidder.

2. **Prime Contractor Responsibility**
   Any contract that may result from this bid shall specify that the prime contractor is solely responsible for fulfillment of the contract with the Town. The Town will make contract payment to only the prime contractor.

3. **Amended Bid**
   A bidder may submit an amended bid before the deadline for receipt of bids. Such amended bid must be a complete replacement for a previously submitted bid and must be clearly identified as such in the transmittal letter. The Town personnel will not merge, collate, or assemble bid material.

4. **Termination**
   This bid solicitation may be canceled at any time and any and all bids may be rejected in whole or in part when the Town determines such action to be in its best interest.

5. **Number of Responses**
   Bidders shall submit only one bid.

6. **Letter of Transmittal (THIS MUST BE INCLUDED IN YOUR BID DOCUMENTS). Any company/person not submitting this request will be considered non-responsive.**
   The letter of transmittal MUST (be typed):
   1) identify the organization or individual submitting the bid;
   2) identify the name and title of the person authorized to contractually obligate the organization or individual;
   3) identify the names, titles, telephone and fax numbers of persons to be contacted for clarification of bid;
   4) identify the mailing address of the company;
   5) identify the New Mexico CRS # and Federal Tax Identification Number or Social Security Number.
   6) acknowledge receipt of any and all amendments or addendums of bid; and
   7) be signed by the person authorized to contractually obligate the organization.

7. **Bid Form**
   1) All bids will be submitted typewritten or printed in ink.
   2) Bid price of each item on the form will be stated in numericals. In the case of error in price, the unit price shall govern (versus extended price).
   3) The Town of Silver City reserves the right to deduct individual priced items
as it sees necessary in order to meet budget and award bid.

8. **Evaluation of Bids**
   If a contract is to be awarded, it will be awarded to the lowest (or highest when call for bid is for the sale of items) responsive, responsible bidder, whose evaluation by the Town indicated to the Town that the award will be most advantageous and in its best interest.

9. **Bid Opening**
   The person opening the bids will adhere to the following procedure:

   1) Name the bidder;
   2) Check for acknowledgment of addenda/amendments;
   3) Check for proper signature on transmittal letter;
   4) Check for list of subcontractors if applicable; and
   5) Call out items identified in bid and their respective prices.

10. **Term**
    The Town of Silver City reserves the right to request additional materials aggregate materials listed in this bid for a period not to exceed one year from date of award. Cost of aggregate shall remain firm for the remainder of this agreement.

11. **Award**
    The Town of Silver City reserves the right to award each item individually, by groups or in its entirety to the supplier(s) meeting bid specifications, submitting the lowest bid and in its best interest.

12. **Invoicing**
    Invoices shall be received by the Town of Silver City every 15 days from the commencement of the project. Ex: Start of project May 1st the Town of Silver City should be invoiced on May 15th, May 30th and June 14th.
Bid Specifications

Town of Silver City Housing Rehabilitation project

Attached Scope of Work

NuelRosson Project – 3930 Fowler Ave., Silver City, NM
Housing Rehabilitation Project
Housing Quality and Standards Assessment
Silver City, NM 88061

* 3930 N Fowler Ave
  Randy Gose
  (575) 538-5359
  14'W x 52'L= 728 sq ft

Date: May 22, 2011

Please see the following scope of work to bring this mobile home up to current standards:

**Exterior:**

**Demolition:**
Remove concrete porch and rail.
Remove exterior CMU block steps.
Remove 8'x40' porch and awning.
Remove half circle masonry planter if I determined tat a new mobile home unit will be installed as replacement.
Remove all single pane windows throughout.
Remove all existing skirting around perimeter to replace.
Remove existing evaporative cooling unit.

**Concrete Foundation and piers:** Once skirting has been removed, it can be determined if there is any damage to foundation or if existing foundation structure needs to be beefed up to receive new wall thickness or other items. Once a scope of work is determined follow a recommendation to be provided by structural engineer. Provide a $3,500 allowance for foundation work and engineer design in budget.

**Concrete porches:** Install two concrete landings with steps and wood hand rails at front and rear of unit if it is determined that the existing mobile home will be removed and replaced with a new mobile home unit.

**Perimeter skirting and under floor insulation:** One skirting is removed, apply R30 insulation under floor between joist cavities. Apply new perimeter skirting using metal panels tying into existing mobile unit.

**Water and Sewer services:** Also once skirting is removed, remove existing water and sewer lines and replace throughout. The size of water and sewer lines, to match existing lines as close as possible. Tie into exiting water and sewer service lines 5' outside of building perimeter.

**Windows:** install new windows throughout with insulated units.

**Roof:** Remove damaged metal panels and skylights where leaking. Install new metal panels to match existing as close as possible. Provide caulking and flashing around all penetrations and where roof ties into exterior walls to seal top of mobile home unit.

**Electrical Exterior:** Install electrical exterior breaker panel to bring unit up to code. Existing service will have to be disconnected and reconnected once all items are brought up to code. Remove scabbled additional electrical service from wall of unit. Install new evaporative cooler and frame. Due to existing aluminum wiring the entire unit will need to be rewired.

**Awning:** Once existing awning is removed install new 9'x40' awning with metal frame, and metal panels (26guage). Install concrete footings for exterior posts. Post footings to be 2W 'x2W 'x 18' deep.
**Interior:**

**Perimeter and interior walls:** Remove all interior wall surfaces, receptacles, switch boxes, existing aluminum wiring. Install 2"x6" metal or wood studs throughout the perimeter with R19 insulation. Rewire all perimeter walls with new receptacles, and switches to meet code. If necessary replace missing studs on interior petitions to match as close as possible. Install new electrical wiring, receptacles, and switches as needed to meet code.

**Interior ceilings:** The same scope of work applies to all interior ceilings as interior and perimeter walls. Remove all ceiling surfaces, light fixtures, and aluminum wiring. Install R30 insulation throughout all ceilings. Furr out all areas to cover the depth of the insulation. Rewire all existing areas to meet code with new light fixture boxes and light fixtures. Provide a $250.00 allowance for new fixtures.

**Interior sheetrock, taping, floating, and painting:** Install new ½" sheetrock throughout all interior walls and ceilings. Tape, float texture, and paint all new sheetrock surfaces.

**Interior shelves and trim:** Install 1"x12" shelves in all closets. Install wood "wedge" type wood base throughout all walls. Paint all shelves and trim to match walls.

**Kitchen cabinets and appliances:** Remove existing kitchen cabinets and appliances and reinstall once all sheetrock and painting are completed.

**Floor covering:** Remove all existing floor covering throughout. Replace any damaged wood deck or joists. Install new carpet throughout all rooms except kitchen and bathroom areas. Install new vinyl tile in kitchen and bathroom areas. Provide a $3.00 per square for allowance for flooring labor and material.

**Interior plumbing:** Remove all plumbing fixtures, fumace, hot water heater, sinks, tub, and shower. Once all interior walls are removed provide new waterlines, stops, and vents to meet current codes. Once sheetrock work is complete reinstall all existing fixtures for proper services.

**Interior electrical:** Install battery powered smoke detectors at bedrooms. Install GFI receptacles, @ kitchen cabinets, and 1 adjacent to vanity sink in existing bathroom. Due to existing aluminum wiring the entire unit will need to be rewired.

**Clean Up:**

It is important that the contractor clean up and remove all debris, old fixtures, appliances or cabinets, or any hazardous items, periodically and once the work is completed leave the interior of the project broom clean.

**Narrative Recommendation**

Because of the extensive work that is needed to bring this mobile home unit to current housing standards, it is recommended that a new mobile home unit be provided to replace the existing one. It is understood that there will be certain items needed in the budget with the purchase and installation of a new unit.

**Including:**

1. Demolition and replacement of all attachments to the existing unit.
2. Removal and disposal of the existing unit.
3. Replacement of any damaged fencing as existing unit is removed and new unit is installed.
4. Electrical, water, sewer and gas hookups.
Just on blocks
No runners
& MVD title
Bidder’s Checklist
For Bid Purposes

1. Bid
   - Addenda acknowledged
   - All bid prices complete in clear writing and numbers
   - Letter of Transmittal

2. List of Subcontractors (if applicable)
   - Form complete and signed (if applicable)
   - List subcontractor – work performed - license number

   For Contract Purposes (Within 10 calendar days after Notice of Award)

3. Agreement
   - Form complete and signed

4. Performance Bond
   - Form complete and signed

5. Certificate of Insurance naming the Town of Silver City as additional named insured.
INFORMATION TO CONTRACTORS

Insurance Requirements:

Until final acceptance by the Town of the work covered by this contract, the Contractor shall procure and maintain at its own expense insurance of the kinds herein provided. This insurance shall be provided by insurance companies authorized to do business in New Mexico and shall cover all operations under the contract, whether performed by the Contractor, his agents or employees or by subcontractors. All insurance provided shall remain in full force and effect for the entire period of the work, up to and including final acceptance and the removal of all equipment and employees, agents and subcontractors there from.

1. **General Liability**: applicable in full to the subject project shall be provided
   - Bodily Injury Liability
   - Property Damage Liability

   This policy to provide this insurance is to be written on a Comprehensive General Liability form with must include the following:
   - Coverage for liability arising out of the operations of independent contractors
   - Complete Operations Coverage
   - Attachment of the Broad Form Comprehensive General Liability Endorsement

   In the event that any use of explosives if a part of the contract, the Contractor’s insurance must include coverage for injury to or destruction of property arising out of blasting or explosion.

2. **Automobile Liability**: must provide liability for the ownership, operation and maintenance of owned, non-owned and hired cars.
   - Bodily Injury Liability
   - Property Damage Liability

3. **Worker’s Compensation Insurance**

4. **Owner’s Protective Liability Insurance**

   The Contractor shall purchase Standard Form Owner’s Protective Liability insurance naming the Town as additional named insured, with limits of liability applicable in full to the subject project as follows:
   - Bodily Injury Liability
   - Property Damage Liability
   - Property Damage & Bodily Injury Combined

5. **Certificate of Insurance**

   The Contractor being awarded the contract shall furnish evidence of Contractor’s insurance covered by a Certificate of Insurance to be made a part of the contract and included with the contract documents prior to the signing of the contract.

THE OWNER SHALL NOT ISSUE A NOTICE TO PROCEED UNTIL SUCH TIME AS THE ABOVE REQUIREMENTS HAVE BEEN MET.
TOWN OF SILVER CITY
COST RESPONSE FORM

Total cost materials not including GRT $______________
Total cost labor not including GRT $______________

Total Bid $______________

ESTIMATED DATE OF COMPLETION: ____________________________

SIGNATURE: __________________________________________________________________

DATE: ______________

Please print or type information below:

Contractor information:

Company: __________________________________________________________________

Mailing
Address: __________________________________________________________________

Phone: __________________________ Fax: __________________________
Contact Person: __________________________________________________________________
Contractor License #: __________________________________________________________________
Taxpayer ID Number or Social Security Number: __________________________________________________________________

Signed: __________________________ Title: __________________________
**Contractor:**

**BID 11/12-4 Homeowner Rehabilitation**

Nuel Rosson  
3930 Fowler Ave.

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<th>Materials</th>
<th>Labor</th>
<th>Total</th>
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<tr>
<td><strong>Removal of Existing Unit</strong></td>
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<tr>
<td>1. Demolition of all attachments to existing unit</td>
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<tr>
<td>a. Remove masonry planter at tongue of existing unit</td>
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<td>b. Remove attached shed</td>
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<td>c. Disconnect water, sewer, gas &amp; electrical hookups</td>
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<td>d. Remove fencing</td>
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<td>e. Remove awning</td>
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<td>f. Remove skirt around perimeter</td>
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<td>g. Remove concrete porches</td>
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<td>h. Removal of existing foundation piers</td>
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<td>2. Removal and disposal of existing unit</td>
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<tr>
<th></th>
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<tbody>
<tr>
<td><strong>Installation of New Unit</strong></td>
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<tr>
<td>1. Replacement of any damaged fencing as new unit is installed</td>
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<td>2. Electrical, water, sewer and gas hookups</td>
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<tr>
<td>3. Foundation design and mobile home permits</td>
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<tr>
<td>4. Foundation piers</td>
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<tr>
<td>5. New concrete landings</td>
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<tr>
<td>6. Install new skirting</td>
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**Sub-total**

**Tax**

**Total**
AGREEMENT

This Agreement, made and entered into this *** day of ****, 2011, by and between the Town of Silver City hereinafter called the Owner and ******** hereinafter called the Contractor.

WITNESSETH: That the Owner and the Contractor for the consideration stated herein mutually agree as follows:

1. Statement of Work: The Contractor shall furnish all supervision, technical personal, labor, materials, machinery, tools, equipment and services to perform and complete the work for the Home Rehab of the following property 304 N. Bennett Street.

2. Contract Price: The Owner will pay the Contractor for the performance of the Contract in current funds, the amount of *******$. Contractor is responsible for submitting itemized invoices every fifteen days for materials and labor reimbursements to Mike Eley, Planner. Mike Eley, Planner will submit signed and approved invoices to the Town Accounts Payable Department. Any request for compensation or reimbursement will refer to an approved Purchase Order Number. Payment shall be net 15 days from receipt of invoice to the Town Accounts Payable Department.

3. Concrete Documents: The Contract Documents consist of this Agreement.

4. This Contract shall be completed by *******$, 2011.

5. Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the Owner, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting there from.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST BY: ___________________________ TITLE: __________________________ DATE: __________________________

ATTEST BY: ___________________________ TITLE: __________________________ DATE: __________________________