BID: 10/11-14
Homeowner Rehabilitation

Bid Opening Date: May 2, 2011	Time: 11:00am

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.

Legal Notice

Sealed bids will be received by the Town of Silver City, New Mexico, at City Hall, Purchasing Department, 101 W. Broadway, Silver City, New Mexico. All bids must be on the total project; segregated bids will not be accepted. Only those bids delivered and submitted as required will be opened and read aloud on the date and time reflected below for review:

Homeowner Rehabilitation
Bid: 10/11-14
Bid Opening Date: May 2, 2011 at 11:00am

Copies of the Bidding Documents may be obtained from the Town of Silver City, New Mexico at City Hall, Purchasing Department, 101 W. Broadway, Silver City, NM or on the Town's website at www.townofsilvercity.org

The bidder's attention is directed to the fact that 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.

Further details regarding this bid may be obtained at the Purchasing Department Office of the Town of Silver City or by calling (575) 538-3731 ext. 6373. The Town of Silver City reserves the right to accept or reject any or all bids.

Until final award by the Council of the Town of Silver City, the Town reserves the right to reject any and/or all bids, to waive technicalities, to re-advertise, to proceed otherwise when in the best interest of the Town. Bids will be submitted sealed and plainly marked with the date, time, bid name and number.

Town of Silver City
By: Anita Norero
Purchasing Agent

Publish: Silver City Daily Press Date(s): April 14,2011

NOTE: Purchase order number must appear on all invoices submitted for payment. Tear sheet and notarized affidavit must be sent with all invoices.

Purchase Order Number:

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 May 2, 2011 at 11:00 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 10/11-14, 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 pate 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
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:

Action	Responsibility	Date
1. Issue of Bid	Agency	04/14/2011
2. Distribution List Response Due	Bidder	N/A

3. Pre-Bid Conference	Agency	04/20/2011
4. Deadline to Submit Questions	Bidder	N/A
5. Bid Submission	Bidder	05/02/2011
6. Contract Award	Town Council	05/10/11
7. Protest Deadline	Anyone Participating In Bid	05/26/11

EXPLANATION OF EVENTS

1. **Issue of Bid**
   The bid is being issued by the Town of Silver City on April 14, 2011

2. **Distribution List Response Due**
   (Not applicable for this bid)
   Potential bidders should hand deliver or return by facsimile or registered or certified mail the Acknowledgment of Receipt Invitation for Bid Form that accompanies this document (see Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by close of business on *****.

   The procurement distribution list will be used for the distribution of written responses to questions and any bid amendments or addendum. Failure to return this form will result in no further information, addendums, amendments, etc., to be sent to bidder. In addition, bidder will not be entitled to any answers to any questions. The failure to submit this form does not exclude potential bidders from being considered for final award.

3. **Pre-Bid Conference**
   Mandatory attendance is a requirement for consideration of bid. All interested parties attending this pre-bid conference will be required to sign in. Only those bids that have a signed in representative will be considered.

   Potential bidders are asked to meet at the Town of Silver City Community Development Offices at the City Hall Annex, Second Floor located at 1203 N. Hudson Silver City, NM 88061 at **11:00am on April 20, 2011**. Bidders are also requested to submit any questions in writing concluding the pre-bid conference. Only those questions submitted in writing will be answered. Questions regarding the pre-bid conference can be answered by calling (575) 534-6373.

4. **Deadline to Submit Additional Written Questions**
   (Not applicable for this bid)
   Potential bidders who have submitted their Distribution List Response, may submit additional written questions as to the intent or clarification of this Request for Bids 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 11:00am MOUNTAIN DAYLIGHT TIME ON May 2, 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 10/11-14 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 **May 10, 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 **May 26, 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 Norero, 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

Madonna Kettler Project – 116 W. 10th Street, Silver City, NM

Housing Rehabilitation Project
Housing Quality and Standards Assessment
Silver City, NM 88061

116 West 10th
Madonna Kettler
(575) 534-1291

Date: November 15, 2010

Please see the following scope of work to bring this facility up to current housing standards:

Exterior:

1. Replace all three porches, stairs and landings and add handrails
2. Replace 2 porch lights and add switches
3. Roof leak repair by others
4. Remove broken exterior double glass and replace with insulated window
5. Remove exterior hollow core doors and replace with new insulated solid core doors, frames, weather-strip and hardware.
6. Install wood landing at exterior bedroom porch, stain or paint.

Interior:

1. Floor Covering: Remove and replace floor covering in kitchen and wash room (approx 163 sq ft)

2. Walls: Repair and repaint all walls adjacent to other new wiring, ducting, and piping work. Paint , quality to be interior latex enamel, 2 coats, color selected by owner.

3. Ceilings: same as walls

5. Electrical:

a. Install exterior porch lights with interior light switches.
b. Install 3 interior light fixtures @kitchen an bathrooms
c. Install 3 electrical outlets @living room, dining room, and bedroom.
d. Install 6 GFI outlets at kitchen and bathrooms.

7. Heating Venting Air Conditioning (HVAC) and Plumbing:

a. Install new furnace @attic and add ducting to workout room (size unit to new square feet capacity)
b. Install hot water piping to small bathroom sink.
c. Install new vent hood and exhaust over kitchen stove.

8. Clean Up: It is important that the contractor clean up and remove all debris, old appliances, or any hazardous items, periodically and once the work is completed leave the project broom clean.

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 10/11-14 Homeowner Rehabilitation
Madonna Kettler
116 W. 10th Street

	Materials	Labor	Total
Clean Up:			
Clean up and removal of debris around perimeter of project			
Site Work:			
Demoliton - remove existing porches and haul off			
Porches:			
Replace all three porches stairs and landings			
Metals:			
Handrail/stair rails			
Carpentry:			
Landing @ exterior porch			
Doors & Windows:			
Exterior doors & trim (includes hardware & weatherstrip			
Window			
Finishes:			
Sheetrock - repair due to wiring			
Floor covering			
Walls - repair and repaint			
Ceilings - same as walls			
Mechanical:			
Plumbing (add hot water to small bath)			
Install new furnance			
Vent & hood to kitchen stove			
Electrical:			
Interior light fixtures			
GFI's @ bathrooms & kitchen			
Receptacles - living room, bedroom and dining room			
Exterior - porch lights & swithches			
		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:_____