

INVITATION TO BID

The City of Rochester, New Hampshire, will accept sealed bids for Replacement of Carbon Filter Media. Bids must be submitted in a sealed envelope plainly marked:

“Sealed Bid, Replacement of Carbon Filter Media

07-09

City of Rochester, New Hampshire

31 Wakefield St.

Rochester, NH 03867

Attn: Purchasing Agent

All bids must be received no later than August 17, 2006 at 2:45 PM. No late bids, telephone, faxed, or emailed bids will be accepted. The bid specifications, appendices and proposal forms may be obtained by visiting www.rochesternh.net, or emailing purchasing@rochesternh.net, or by contacting the Purchasing Agent at City Hall, 31 Wakefield Street, Rochester, NH 03867, (603) 335-7602. All bid questions must be submitted in writing (email preferred) to the Purchasing Agent. All bid proposals must be made on the bid proposal forms supplied, and the bid proposal forms must be fully completed when submitted.

SPECIAL REQUIREMENTS

GENERAL

APPLICATION

1. The "Special Requirements" under these specifications are applicable to all work contemplated under this contract.

VISIT TO THE SITE LOCATION OF WORK

1. Before submitting a bid, the Contractor shall visit the site, examine their conditions, and thoroughly acquaint himself with the conditions for performing the work. He shall also study the drawings and compare the same with the information gathered during his examination of the site, as no extra compensation will be authorized for extra work caused by his unfamiliarity with the sites and/ or drawings or the conditions peculiar to this job.
2. The project is located within the boundaries of the City of Rochester, New Hampshire. The site is located at the existing water treatment facility off of Route 202A.
3. Contractors are advised to call the Water Treatment facility before visiting @ 603-335-4291 between the hours of 8:00 AM and 2:00 PM.

PROGRESS OF WORK

1. The Contractor shall promptly start and continue actual construction work under this contract with the necessary equipment to properly execute and complete this contract in the specified time. No cessation of Contractor's operations will be allowed without the approval of the Engineer/Owner. The rate of progress shall be satisfactory to the Owner and the Engineer/Owner. The Contractor shall furnish to the Engineer/Owner a progress schedule for the work.
2. The Contractor shall complete the water treatment facility filter refurbishment project within 100 calendar days of the issuance of a Notice of Award certificate.

PROPOSED SCHEDULE OF WORK

1. Within 10 days following Notice of Award of the Contract for the Project, by the Owner, and prior to beginning actual on-site work of the Project, the Contractor shall submit to the Engineer/Owner, for review and approval, a Proposed Schedule of Work for the Project. The schedule shall show the work broken down into logical, executable tasks, that will satisfy the specified schedule of completion, as well as the specified and/or implied time and sequencing constraints of all the work of the

Project.

2. As part of the Proposed Schedule of Work, all significant Project tasks shall be defined, in terms of their estimated individual time requirements, and also their time, labor, materials, and/or relationships with other Project tasks. All significant tasks, and their interrelationships, shall be graphically depicted on a “timeline” chart. The Proposed Schedule of Work shall be presented in the form of a typical CPM, PERT, or GANT chart together with appropriate supplementary supporting data and Information.
3. The Contractor’s Proposed Schedule of Work shall be updated monthly, and submitted as a required part of each Monthly Payment Estimate.

PROJECT BACKGROUND, SCHEDULING, SEQUENCING AND CONSTRAINTS

1. The City of Rochester currently has one water treatment plant (WTP) that provides treatment for a single surface water supply. The plant provides conventional filtration treatment for the removal of organics and microorganisms from the surface water supply. Disinfection is accomplished with sodium hypochlorite and finished water is held in a 210,000 gallon clear well prior to being pumped into the distribution system. The water is also treated for fluoridation and corrosion control. The rated capacity of the plant is 5.0 million gallons per day.
2. The work of this Project will consist of replacing the media within the existing automatic backwash (ABW) carbon filter bed.
3. TIME IS OF THE ESSENCE for this Project. The Contractor shall plan and execute the work of the Project to control and minimize the period of time a filter at the existing facility is out of service. The Contractor shall develop a “critical path” strategy, and employ whatever means necessary to assure that the water supply maintains compliance with drinking water regulations during the Project’s construction.
4. Certain elements of the Project will require isolation of the filtration process at the existing facility. It is CRITICAL that this isolation be carefully planned and coordinated.
5. Any existing electrical, mechanical, and process systems at the facility must be maintained in service or operable condition until replacement systems are started-up, tested and accepted, unless otherwise noted.

CHANGE IN AMOUNT OF WORK

1. The Owner reserves the right to increase or decrease the amount of any item of the work listed as may be found desirable or necessary during the carrying out of this

contract and the unit prices quoted in the Proposal shall apply without change to such variation in the quantity of each of the Items.

PRE-CONSTRUCTION CONFERENCE

1. The Contractor represent by his foreman and an authorized official representative of the Contractor shall attend with the Engineer, at a mutually agreeable time, a pre-construction conference to be held at the site. All matters of procedure, work force, equipment, construction methods, inspection, and testing will be discussed and made clear to all parties at that time.

CONTINUOUS OPERATION OF WATER SUPPLY FACILITES

1. The Contractor shall conduct his operations in such a manner and sequence which shall not result in a disruption of the amenities, or interfere with the functional organization and operation for existing facilities.
2. The Contractor shall furnish, install and operate any piping, equipment and appurtenances necessary to provide temporary services, facilities, and bypasses required during construction, including, but not limited to, dewatering, bypass pumping, flow barriers and diversions.
3. The Owner will operate and maintain all existing systems and equipment. The Contractor shall notify and coordinate with the Owner to effect all temporary modifications in supply operation required for construction within, or interfacing with, the existing facilities. The Contractor shall be responsible for the operation and maintenance of all proposed facilities until such time as they are accepted by the Owner.
4. A carefully planned and detailed construction schedule must be submitted to the Engineer/Owner for approval before any construction starts, showing the proposed sequences of operation and the measures to be taken for maintaining continued supply operations.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

1. The Contractor's particular attention is called to the rules and regulations included in Public Law 91-596, known as the "Occupational Safety and Health Act of 1970" (OSHA). Material Safety Data Sheets shall be provided in accordance with EPCRA.

TECHNICAL SPECIFICATIONS

1. All technical specifications such as AWWA, ANSI, ASTM, AASJTO, etc., referred to in these specifications refer to the latest revision of such technical specifications.

PERMITS, FEES, AND BONDS

1. The Contractor shall obtain and comply with all required permits, pay all fees and provide all bonds necessary to complete the work as specified. The Contractor shall be solely responsible for performing any necessary acts and providing any materials required in order to comply with any and all terms and conditions set forth in any permits and licenses.

EXISTING WATER SERVICE

1. The Contractor shall not operate any valves or equipment in the treatment facility. All such operations shall be coordinated with and performed by Water Treatment Facility personnel.

CLEANUP

1. During the course of the work, the contractor shall keep the site of his operations in as clean and neat a condition as is possible. He shall dispose of all residue resulting from the construction work and, at the conclusion of the work, he shall remove and haul away any refuse remaining from the construction operations, and shall leave the entire site of the work in a neat and orderly condition.

MEASUREMENT AND PAYMENT

1. The Contractor shall carefully acquaint himself with all work associated with each payment item and shall have no claim for his unfamiliarity with the requirement of various items.

PAYMENT ITEMS

<u>Item No.</u>	<u>Description</u>
1	Mobilization and Demobilization
2	Removal & Disposal of Existing Carbon Filter Media
3	Virgin GAC Filter Media Placement
4	Testing and Chlorinating

MOBILIZATION AND DEMOBILIZATION

1. Payment for mobilization and demobilization shall be made at the contract lump sum price and shall include all costs of moving equipment on and off the water treatment facility site, legal disposal of project related debris other than the filter media, safety equipment, temporary facilities such as storage for equipment and materials, light, power, ventilation, sanitary conveniences, water, field, offices, dust protection, shrouding, containment, monitoring, cleanup, and site restoration. This shall also incorporate any testing, permit, manifests, transportation, and disposal fees, and all

other items required to complete the work which are not part of another item listed below shall receive payment in accordance with the price under Item 1.

REMOVAL & DISPOSAL OF EXISTING GAC FILTER MEDIA

1. Payment for the removal of existing granular activated carbon (GAC) filter media shall be made at the contract lump sum price and shall include all costs associated with the complete removal and legal disposal of the existing dewatered volume of GAC within the filter bed. The price shall incorporate any testing, permit, manifests, transportation, and disposal fees necessary to complete this work which are not part of another item listed below shall receive payment in accordance with the price under Item 2.

VIRGIN GAC FILTER MEDIA PLACEMENT (Pay Item)

1. Payment shall be made at the contract lump sum amount for the supply and placement of virgin Granular Activated Carbon filter media in the existing ABW bed as specified under Filter Rehabilitation. The price shall incorporate any testing, permit, manifests, transportation, and disposal fees necessary to complete this work which are not part of another item listed below shall receive payment in accordance with the price under Item 3.

TESTING AND CHLORINATING

1. Payment for testing and chlorinating the filter bed subsequent to filter media refurbishment will be made at the contract lump sum price under Item 4 and shall include all labor, materials and equipment required to completed this work as specified. The Owner will provide water to the filter beds for media cleansing and conditioning, as well as bacteriological and volatile organic analyses one time at no expense to the Contractor. Water required for any subsequent rechlorinating or testing, as evidenced by the initial testing shall be at the Contractor's expense and deducted from periodic payment requests from the Contractor at the prevailing rate charged by the Owner. The lump sum shall include all required additional bacteriological and volatile organic analyses, retesting, and transporting costs as specified.

FILTER REHABILITATION

GENERAL

1. The work to be done under this section shall include all the labor, materials and equipment necessary to replace the existing media in the carbon ABW filter at the City of Rochester Water Treatment Facility.

EXISTING CONDITIONS

1. The filter dimensions are 16 feet wide x 64 feet long. The GAC Bed Placement thickness is 48 inches deep

FILTER MEDIA-CARBON

1. The Contractor shall furnish and install filter media. Media shall be installed in accordance with the media supplier's written instructions.
2. Prior to shipment, a certified laboratory analysis shall be conducted on the carbon media to be furnished. The media shall be tested for average specific gravity, effective size, uniformity coefficient, iodine number, total surface area, particle size distribution, abrasion number, moisture content as packed and ash content. The filter media must be approved by the Engineer prior to shipment. After shipment and prior to placement, a representative sample of the media shall be taken by the Engineer and reanalyzed to insure compliance with the specifications. Material not meeting the specified standards shall be removed and replaced as required by the Contractor. Also, all testing costs of material not meeting the specified standards shall be born by the Contractor.
3. After shipment but prior to placement, the Owner shall take random samples and have each tested for iodine number, molasses number and abrasion number. A sieve analysis shall also be performed for each sample.
4. The filter media supplier shall maintain complete engineering, manufacturing, quality control and service capabilities during installation and start-up.
5. Filter media shall be virgin granular activated carbon produced from selected grades of bituminous coal and shall be equal to Filtrasorb 300 as manufactured by Calgon Corporation.

The media shall meet the following criteria:

Surface Area (N2 BET Method) M2/g)	1000 min.
Particle Size (U.S. Sieve Series)	8x30
Percent Oversize	8% Mas.
Percent Undersize	5% Max.
Effective Size (mm)	0.85 to 1.05
Uniformity Coefficient	1.80 Max
Iodine Number	950 Min.
Molasses Decolorizing Index	7.0 Min.
Abrasion Number (Ro-Tap)	70 Min.
Moisture Content, as packed	2% Max.
Bed Density, Backwashed and Drained (lb./cu.Ft.)	25 to 27

Apparent Density (lb./cu.Ft.)	29 to 31
True Capacity Number	10 Min.

REMOVAL OF CARBON MEDIA

1. Carbon media can be removed either mechanically (vacuum, educator or pumping) or by hand. The Contractor must take great care not to damage either the cell divider sheets or the filter bottom (porous plates) during the media removal process. The cell sheets are fiberglass and the filter bottom (porous plates) is fused aluminum oxide.
2. After the media is removed the Contractor shall wash down each cell and vacuum remaining media off the surface of the filter under drain.
3. The Owner will inspect each cell for damage and/or media leaks before new media can be placed. The Contractor shall allow three days for this inspection to take place.
4. The Contractor will furnish all labor and equipment to load, haul & dispose of the exhausted GAC media.

INSTALLATION-CARBON

1. The filter basin shall be empty, clean and purged of the disinfectant applied after media removal. Carbon shall be placed using an educator so the carbon is placed as a liquid slurry. The Owner shall provide access to water at no cost to the Contractor. It may be necessary for the Contractor to provide booster pump to provide sufficient water pressure. Carbon shall be placed in the filter basin as evenly as possible to prevent the cell sheets from bowing or bulging. The Contractor may have to halt installation and remove carbon if the cell sheets become too bowed.
2. Carbon shall be left at least 3" below the top of the cell sheets.
3. Contractor will furnish all labor and equipment to handle and place GAC filter media.
4. Depth of media shall be measured by Owner after a backwash sequence and one hour of filter run-time.

FILTER MEDIA CLEANING AND CHLORINATING

GENERAL

1. The work to be done under this section shall include all the labor, materials and equipment necessary to chlorinate and test the tank, as specified herein.

NEW FILTER MEDIA CLEANING

1. Upon completion of new filter media placement, the Contractor shall flood each filter bed with finished water from the treatment facility and allow the water to remain in place for a period of five hours before commencing with a complete backwash sequence. A filter-to-waste (filtering water that is wasted) interval for a minimum of 20 minutes must follow. After this period, a grab sample of the filter-to-waste water shall be collected and analyzed for turbidity. The filter-to-waste water shall be less than 0.3 NTUs before placing the filter into service.

CHLORINATING

1. Disinfection shall be done on the carbon filter basin. The ABW GAC filter basin shall be disinfected prior to placement of the new media.
2. The method of disinfection for the media-free GAC basin shall be done in accordance with AWWA specification C653-87.
3. If the free chlorine residual is less than 15 mg/L, the entire process shall be repeated at no cost to the Owner.
4. The Contractor shall notify the Owner when chlorinating work is to be done and the Owner shall be present to observe the work. The entire chlorinating operation shall meet with the approval of the Owner.
5. Prior to disposal of heavily chlorinated water, the Contractor shall consult with the Owner and/or environmental agency to ascertain any special disposal requirements. Tabulated chemical ratios for neutralizing heavily chlorinated water are borne by the Contractor. Water can be drained through existing piping system by coordinating with Owner.

BACTERIOLOGICAL TESTING

1. Initial bacteriological testing will require one sample from the carbon filter basin and shall be paid for by the Contractor.

2. If the bacteriological test results are positive, the cost of subsequent rechlorination, including additional water supply, and additional bacteriological testing shall be born by the Contractor. The Contractor is responsible for transportation of samples to the approved laboratory. Contractor is responsible for taking samples in the presence of the Owner or his authorized representative.

TYPICAL CHLORNE DOSAGES RATIOS

This data is for information only

Table A.1 Amounts of chemicals Required to give various chlorine concentrations in 100,000 gal of Water

TABLE A

Desired Chlorine Concentration Avail. Mg/L	Liquid Chlorine lb	5-Percent Available Chlorine	10-Percent Available Chlorine	10-Percent Available Chlorine	Available Chlorine
2	1.7	3.9	2.0	1.3	2.6
10	8.3	19.4	9.9	6.7	12.8
50	42.0	97.0	49.6	33.4	64.0

- Amounts of sodium hypochlorite are based n concentrations of available chlorine by volume. For either sodium hypochlorite or calcium hypochlorite, extended or improper storage of chemicals may have caused a loss of available chlorine.

Table B.1 Amount of Chemicals required to Neutralize various residual chlorine concentrations in 100,000 gal of Water

Desired Residual Chlorine Concentration. Mg/L	Sulfur Dioxide (SO ₂), lb	Sodium Bisulfate (NaHSO ₃),lb	Sodium Sulfite (Na ₂ SO ₃),lb	Sodium Thiosulfate (Na ₂ S ₂ O ₃ , 5H ₂ O),lb	
1	.08	1.2	1.4	1.2	
2	1.7	2.5	2.9	2.4	
10	8.3	12.5	14.6	12.0	
50	41.7	62.6	73.0	60	

BID ITEMS

1. Bidder agrees to perform all the work, including all incidental labor, materials and equipment necessary for the satisfactory completion of the work and in full compliance with the contents and intent of the specifications and/or plans of the work, for the following prices listed below:
2. All prices, except item totals, shall be stated in both words and figures. In the event of a discrepancy between the price in words and the price in figures, the words shall govern. In the event of a discrepancy between the total of the items and the total stated, the total of the items shall govern.
3. Interlineation alteration or erasure may void the bid. All prices shall be typewritten or written by hand in ink.

<u>Item</u>	<u>Quantity</u>	<u>Extended Total</u>
Item #1 for mobilization and demobilization as specified, lump sum of		
Dollars	Lump Sum	
Item #2 for removal & disposal of existing Granular Activated Carbon filter media as specified, the lump sum of		
Dollars	Lump Sum	
Item #3 for placement of 48" of virgin granular Activated carbon as specified, the lump sum of		
Dollars	Lump Sum	
Item #4 for testing and chlorinating as specified, lump sum of		
Dollars	Lump Sum	
Total Amount of Bid Amount Based on Owner's Estimates of Quantities: Items 1 through 4 (Basis of Award)		
Dollars		

The Bidder further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used herein the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Bidder also certifies that he has visited the site, received and reviewed the plans and project manual (Bidding Documents, Conditions and technical Specifications) dated

The Bidder hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that he will comply fully with all laws and regulations applicable to awards made in the State of New Hampshire.

This bid must bear the written signature of the Bidder or an authorized agent of the Bidder. If the Bidder is a corporation or a partnership, the bid must be signed by a duly authorized officer of such corporation or by a partner and the title of such officer must be stated.

Respectfully submitted:

By _____
(Signature and Title of Person Authorized to Sign Bid)

(Name of General Bidder)

(Business Street Address)

(City and State)

Business Phone: _____

(SEAL- If bid is by a corporation)

ATTEST _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____ As Principal, and

_____ As Surety, are hereby held

and firmly bound unto _____ as Owner in the penal

sum of _____

for the payment of which, well and truly to be made, we hereby jointly and severally bind
successors, assigns and ourselves.

Signed, this _____ day of _____, 2006 _____

The condition of the above obligation is such that whereas the Principal has submitted to

_____ A certain Bid, attached

hereto and hereby made a part hereof to enter into a contract in writing, for the

NOW, THEREFORE,

(a) If said Bid shall be rejected, or

(b) If said Bid shall be accepted and the Principal shall execute and deliver a
contract in the Form of Contract attached hereto (properly completed in
accordance with said Bid) and shall furnish a Bond for his faithful performance of
said contract, and for the payment of all persons performing labor or furnishing
materials in connection therewith, and shall in all other respects perform the
agreement created by the acceptance of said bid,

then this obligation, shall be void, otherwise the same shall remain in force and effect; it
being expressly understood and agreed that the liability of the Surety for any and all
claims hereunder shall, in no event, exceed the penal amount of this obligation as herein
stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said
Surety and its Bond shall be in no way impaired or affected by any extension of the time

within which the Owner may accept such Bid and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

____ (L.S)

Surety

By: _____

IMPORTANT- Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

THE INSURANCE COMPANY OF THE STATE OF NH

To: _____

Re: Principal: _____

Bid Date: _____

Project: _____

Gentlemen:

We, The Insurance Company of the State of New Hampshire, hereby agree that if an award is made to _____ on the captioned project and a mutually acceptable contract is signed we will execute or arrange for the execution of the necessary Performance and/or Payment Bond (s) providing they are required prior to the commencement of work.

This commitment will remain in full force and effect until _____
Unless extended, in writing, by the undersigned.

The Insurance Company of the State of NH

NOTICE OF AWARD

TO: _____

Project Description: _____

The Owner has considered the Bid submitted by you for the above described Work in response to its Advertisement for Bids dated _____, 2006 and Information for Bidders.

You are hereby notified that your Bid has been accepted for items in the amount of \$ _____

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner will be entitled to such other rights as may be granted by law.

You are required to return as acknowledged copy of this NOTICE OF AWARD to the Owner.

Dated this _____ day of _____ 2006.

CITY OF ROCHESTER, NEW HAMPSHIRE

By _____

John Scruton, City Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD IS HERBY ACKNOWLEDGED

By _____,

This _____ day of _____ 2006

By _____

Title _____

FORM FOR AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2006 by and between the City of Rochester, New Hampshire, hereinafter called "Owner", acting by and through its City Manager, and _____, hereinafter called "Contractor", doing business as _____ (a corporation, or a partnership, or an individual.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete the work for Contract No. 97-1, Replacement of Carbon Filter Media, Rochester, New Hampshire.
2. The Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the Project described herein.
3. The Contractor will commence the work required by the Contract Documents within 10 calendar days after a date to be specified in the Notice to Proceed and will completed the project within 100 consecutive calendar days thereafter unless the period for completion is extended otherwise by the Contract Documents. Work performed beyond this Contract Time period (Completion) WILL BE SUBJECT TO LIQUIDATED DAMAGES. The Contractor agrees to pay as liquidated damages the sum of \$600.00 for each consecutive calendar day thereafter as provided in article 15 of the General Conditions.
4. The Contractor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sums shown in the Form for General Bid.
5. The term "Contract Documents" means and includes the following:
 - (a) Advertisement for Bids
 - (b) Information for Bidders
 - (c) Form for General Bid
 - (d) Bid Bond
 - (e) Notice of Award
 - (f) Form for Agreement
 - (g) Payment Bond
 - (h) Performance Bond
 - (i) Notice to Proceed
 - (j) General Conditions
 - (k) Supplemental Conditions
 - (l) Special Conditions General

Special Conditions-Wetland Protection Act

- (m) Change Order
- (n) Certificate of Substantial Completion
- (o) Waiver of Liens Prime Contractor
- (p) Certificate of Final Payment and Completion of Work
- (q) Specifications prepared by xxxxxx dated xxxx 2006
- (r) Addenda No. _____

6. The Owner will pay to the Contractor in the manner and at such times as set forth in the Contract conditions such amounts as required by the Contract Documents.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in six (6) copies, each of which shall be deemed an original on the date first above written.

OWNER: CITY OF ROCHESTER, NEW HAMPSHIRE
By the City Manager

(SEAL)
ATTEST:
Name _____

Title _____

CONTRACTOR:

Name _____

Title _____

Address _____

(SEAL)
ATTEST:

Name _____

PAYMENT BOND**KNOW ALL MEN BY THESE PRESENTS: that**_____
(Name of Contractor)_____
(Address of Contractor)a _____, hereinafter called Principal,
(Corporation, Partnership or Individual)

and _____

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)_____
(Address of Owner)

hereinafter called OWNER, in the penal sum of:

Dollars (\$))

In lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____ 2006, a _____ copy of which is hereto attached and made a part hereof for the construction of:

Now, therefore, if the Principal shall promptly make payment to all persons, firms, Subcontractors, and corporation furnishing materials for or performing labor in the prosecution of the Work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumer or used in connection with the construction of such Work, and all insurance premiums on said Work, and for all labor, performed in Work whether

by Subcontractor or otherwise, then this obligation shall be void, otherwise to remain in full force and effect

Provided, further, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed there under or the Specifications accompanying the same shall in any sides affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration to the terms of the contract or to the Work or to the Specifications.

Provided, further, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each
(number)
one of which shall be deemed an original, this the _____ day of _____ 2006

(SEAL)

ATTEST:

Principal

By _____ By _____
Witness as to Principal

Name

Name

Address

Address

(SEAL)

ATTEST:

(Surety)

By _____ By _____
Witness as to Surety Attorney-in-Fact

Name

Name

Address

Address

By: _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership or Individual)

and

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of:

Dollars (\$

)

In lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

If the condition of this obligation is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2006 A copy of which is hereto attached and made a part hereof for the construction of:

Now, therefore, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and nay extensions, thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the Owner any incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

Provided, further, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed the reunder or the Specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications.

Provided, further, that no final settlement between the Owner, and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each
(number)
one of which shall be deemed an original, this the _____ day of _____ 2006

(SEAL)
ATTEST:

Principal

By _____ By _____
Witness as to Principal

Name

Name

Address

Address

(SEAL)
ATTEST:

(Surety)

By _____ By _____
Witness as to Surety Attorney-in-Fact

Name

Name

Address

Address

By: _____

NOTE: Date of Bond must not be prior to date of Contract. IF Contractor is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing appear o n the Treasury department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

NOTICE TO PROCEEDTO: _____

Date: _____

Project: _____

You are hereby notified to commence accordance with the Agreement dated _____, 2006 on before _____, 2006, and you are to of all Work within _____ consecutive calendar days thereafter. The date of completion of all Work is therefore _____, 2006.

CITY OF ROCHESTER, NEW HAMPSHIRE
(OWNER)

By _____
John Scruton, City Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is
Hereby acknowledged by

_____, this
_____ day _____, 2006

By _____

Title _____

INSTRUCTION TO BIDDERS

PREPARATION OF BID PROPOSAL

1. The Bidder shall submit her/his proposal upon the forms furnished by the City (attached). The bidder shall specify a unit price, both in words and figures if requested, for each pay item for which a quantity is given. All words and figures shall be in ink or typed.
2. If a unit price or lump sum bid already entered by the bidder on the proposal form is to be altered it should be crossed out with ink, the new unit price or lump sum bid entered above or below it, and initialed by the bidder, also with ink. In case of discrepancy between the prices written in words and those written in figures, the prices written in words shall govern.
3. The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture; by one or more officers of a corporation, or by an agent of the contractor legally qualified and acceptable to the owner. If the proposal is made by an individual, his name and post office address must be shown, by a partnership the name and post office address if each partnership member must be shown; as a joint venture, the name and post office address of each must be shown; by a corporation, the name of the corporation and its business address must be shown, together with the name of the state in which it is incorporated, and the names, titles, and business addresses of the President, Secretary, and Treasurer.
4. All questions shall be submitted in writing to the Purchasing Agent. The Purchasing Agent will then forward both the question and the City's response to the question to all prospective bidders.

IRREGULAR PROPOSALS

Bid proposals will be considered irregular and may be rejected for any of the following reasons:

1. If the proposal is on a form other than that furnished by the Owner or if the form is altered or any thereof is detached.
2. If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
3. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
4. If the proposal does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items.

DELIVERY OF BID PROPOSALS

When sent by mail, the sealed proposal shall be addressed to the owner at the address and in the care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the invitation for bids. Proposals

Received after the time for opening of the bids will be returned to the bidder, unopened. Faxed bid proposals are not acceptable.

WITHDRAWAL OF BID PROPOSALS

A bidder will be permitted to withdraw his proposal unopened after it has been deposited if such request is received in writing prior to the time specified for opening the proposals.

PUBLIC OPENING OF BID PROPOSALS

Proposals will be opened and read publicly at the time and place indicated in the invitation for bids. Bidders, their authorized agents, and other interested parties are invited to be present.

DISQUALIFICATION OF BIDDERS

Either of the following reason may be considered as being sufficient for the disqualification of a bidder and the rejection of his proposal of proposals:

1. Evidence of collusion among bidders.
2. Failure to supply complete information as requested by the bid specifications.

AWARD AND EXECUTION OF CONTRACT **CONSIDERATION OF PROPOSALS**

1. Bids will be made public at the time of opening and may be reviewed only after they have been properly recorded. In case of discrepancy between the prices written in words and those written figures, the prices written in words shall govern. In case of a discrepancy between the total shown in the proposal and that obtained by adding the products of the quantities of items and unit bid prices, the latter shall govern.
2. The right is reserved to reject any or all proposals, to waive technicalities or to advertise for new proposals, if in the judgment of the City, the best interest of the City of Rochester will be promoted thereby.

AWARD OF CONTRACT

If a contract is to be awarded, the award will be made to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed as soon as practical after the bid opening. No bid shall be withdrawn for a period of (60) sixty days subsequent to the opening of bids without the consent of the City of Rochester. The successful bidder will be notified, by the form mailed to the address on his proposal, that his bid has been accepted and that he has been awarded the contract.

CANCELLATION OF AWARD

The City reserves the right to cancel the award of any contract at any time before the execution of such contract by all parties without any liability against the City.

BID EVALUATION

In addition to the bid amount, additional factors will be considered as an integral part of the bid evaluation process, including, but not limited to:

1. the bidder's ability, capacity, and skill to perform within the specified time limits
2. the bidder's experience, reputation, efficiency, judgment, and integrity
3. the quality, availability and adaptability of the supplies and materials sold
4. bidder's last performance
5. sufficiency of bidder's financial resources to fulfill the contract
6. bidder's ability to provide future maintenance and/or services
7. Other applicable factors as the City determines necessary of appropriate (such as compatibility with existing equipment.)

BONDING

1. The Contractor shall furnish, upon submission of the bid, a bid bond in the amount of five percent (5%) of the contract bid price.
2. The Contractor shall be required to furnish a one hundred (100%) performance bond of the contract bid price.
3. The Contractor shall be required to furnish a one hundred percent (100%) payment bond of the contract bid price.

CONDITIONS AT SITE

Bidders must visit the site and shall be responsible for having ascertained pertinent local conditions, such as: location, accessibility and general character of the site of the building. The character and extent of existing work within or adjacent to the site, and any other work being performed thereon at the time of the submission of his bid.

LAWS, PERMITS AND REGULATIONS

1. The Contractor shall obtain and pay for all licenses and permits as may be required of him by law, and shall pay for all fees and charges for connection to outside services, and use of property other than the site of the work for storage of materials or other purposes
2. The Contractor shall comply with all State and Local laws, ordinances, regulations and requirements applicable to work hereunder, including building code requirements. If the Contractor ascertains at any time that any requirement of this Contract is at variance with applicable laws, ordinances, regulations or building code requirements, he shall promptly notify the City of Rochester in writing.

CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

1. The Contractor shall deliver at the time of execution of the Contract, certificates of all insurance required hereunder and shall be reviewed prior to approval by the City of Rochester. The certificates of insurance shall contain the description of the Project, and shall state that the companies issuing insurance will endeavor to mail to the City of Rochester ten (10) days notice of cancellation, alteration or material change of any listed policies. The Contractor shall keep in force the insurance required herein for the period of the Contract. At the request of the City of Rochester, the Contractor shall promptly make available a copy of any and all listed insurance policies. The requested insurance must be written by a Company licensed to do business in New Hampshire at the time the policy is issued.
2. The City of Rochester, NH shall be listed as additional insured on all the Certificates of Insurance.
 1. The Contractor shall require each Subcontractor employed on the Project to maintain the coverage listed below unless the Contractor's insurance covers activities of the Subcontractor on the Project.
 2. No operations under this Contract shall commence until certificates of insurance attesting to the below listed requirements have been filed with and approved by the Department of Public Buildings & Grounds, and the Contract approved by the City Manager.
 - a. Workmen's Compensation Insurance
Limit of Liability - \$100,000.00 per accident
 - b. Commercial General Liability
Limits of Liability
Bodily Injury: \$1,000,000.00 per occurrence, \$1,000,000.00 aggregate
Property Damage: \$500,000.00 per occurrence, \$500,000.00 aggregate
Combined Single Limit, Bodily Injury and Property Damage:
\$1,500,000.00 per occurrence, \$1,500,000.00 aggregate
 - c. Automobile Liability
Limits of Liability - \$500,000.00 per accident
3. The Contractor shall indemnify, defend, and save harmless the City of Rochester and its agents and employees from and against any suit, action or claim of loss or expenses because of bodily injury. Including death at any time resulting there from, sustained by any person or persons or on account of damage to property, including loss of use thereof, whether caused by or contributed to by said City of Rochester, its agents, employees or others.

ACCIDENT PROTECTIONS

It is a condition of this Contract, and shall be made a condition of each subcontract entered into pursuant to the Contract. That a Contractor and any Subcontractors shall not require any laborer or mechanic employed in the performance of the Contract to work in surroundings or under working conditions which are unsanitary hazardous or dangerous to health or safety. As determined by construction safety and health standards of the Occupational Safety and Health Administration, United States Department of Labor, which standards include, by reference, the established Federal Safety and Health regulations for Construction. These standards and regulations comprise Part 1910 and Part 1926 respectively of Title 29 of the Code of Federal Regulations and are set forth in the Federal Register. In the event any revisions in the Code of Federal Regulations are published, such revisions will be deemed to supersede the appropriate Part 1910 and Part 1926, and be effective as of the date set forth in the revised regulation.

SUBCONTRACTS

1. Nothing contained in the Specifications or Drawings shall be construed as creating any contractual relationship between any Subcontractor and the City of Rochester. The Division or Sections of the Specifications are not intended to control the Contractor in dividing the work among Subcontractors or to limit the work performed by any trade.
2. The Contractor shall be as fully responsible to the City of Rochester for the acts and omissions of Subcontractors and of persons employed by him, as he is responsible for the acts and omissions of persons directly employed by him.

PROTECTION OF WORK AND PROPERTY

The Contractor shall, at all times, safely guard the City's property from injury or loss in connection with this Contract. He shall, at all times, safely guard and protect his own work and that of adjacent property from damage. All passageways, guard fences, lights and other facilities required for protection by State or Municipal laws, regulations and local conditions must be provided and maintained.

USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense:

1. To take every precaution against injuries to persons or damage to property;
2. To comply with the regulations governing the operations of premises which are occupied and to perform his Contract in such a manner as not to interrupt or interfere with the operation of the Institution;
3. To perform any work necessary to be performed after working hours or on Sunday or legal holidays without additional expense to the City, but only when requested to do so by the City;
4. To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other Contractors;
5. Daily to clean up and legally dispose of (away from the site), all refuse, rubbish,

scrap materials and debris caused by his operation. Including milk cartons, paper cups and food wrappings left by his employees, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;

6. All work shall be executed in a workmanlike manner by experienced mechanics in accordance with the most modern mechanical practice and shall represent a neat appearance when completed.

MATERIALS AND WORKMANSHIP

Unless otherwise specified, all materials and equipment incorporated into the work under the Contract shall be new. All workmanship shall be first class and by persons qualified in their respective trades.

Where the use of optional materials or construction method is approved, the requirements for workmanship, fabrication and installation indicated for the prime material or construction method shall apply wherever applicable. Required and necessary modifications and adjustments resulting from the substitution or use of an optional material or construction method shall be made at no additional cost to the City.

STANDARDS

1. Materials specified by reference to the number, symbol or title of a specific standard, such as a Commercial Standard, a Federal Specification, Department's Standard Specifications, a trade association standard or other similar standard. Shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of advertisement, except as limited to type, class or grade or modified in such reference.
2. Reference in the Specifications to any article, device, product, material, fixture, form or type of construction by name, make or catalog number shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. In such cases the Contractor may, at his option, use any articles, device, product, material fixture, form or type of construction which, in the judgment of the City expressed in writing to all Bidders before opening of bids as an addendum, is an acceptable substitute to the specified.
3. Substitution During Bid Time: Whenever any particular brand or make of material or apparatus is called for in the Specifications, a Bidder's Proposal must be based upon such material or apparatus, or upon a brand or make which has been specifically approved as a substitution in an Addendum issued to all Bidders during the bidding time.
4. The intent is that the brand or make of material or apparatus which is called for herein establishes a standard of excellence which, in the opinion of the Consultant and Engineer, is necessary for this particular Project.
5. Substitution After Bid Opening: No substitutions will be considered after bids have been opened unless necessary due to strikes, lockouts, bankruptcy or discontinuance of manufacture, etceteras. In such cases, the Contractor shall apply to the City, in writing within ten (10) days of his realizing his inability to furnish the article specified, describing completely the substitution he desires to make.

EXTRAS

Except as otherwise herein provided, no charge for any extra work or material will be allowed unless the same has been ordered, in writing, by the Director of Public Works.

GUARANTEE OF WORK

1. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects result in from the use of inferior materials, equipment or workmanship for one (1) year from the Date of Final Acceptance.
2. Make good any work or material, or the equipment and contents of said building or site disturbed in fulfilling any such guarantee.
3. In any case, wherein fulfilling the requirements of the Contract or of any guarantee, should the Contractor disturb any work guaranteed under another contract, the Contractor shall restore such disturbed work to a condition satisfactory to the Director of Public Works. And guarantee such restored work to the same extent as it was guaranteed under such other contracts.
4. If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the City of Rochester may have the defects corrected and the Contractor shall be liable for all expense incurred.
5. All special guarantees applicable to definite parts of the work that may be stipulated in the Specifications or other papers forming a part of the Contract shall be subject to the terms of this paragraph during the first year of the life of such special guarantee.

DEFAULT AND TERMINATION OF CONTRACT

If the Contractor:

1. Fails to begin work under Contract within the time specified in the notice to proceed; or
2. Fails to perform the work with sufficient workmen and equipment, or with sufficient materials to assume prompt completion of said work; or
3. Performs the work unsuitably or neglects or refuses to remove materials or to perform a new such work as may be rejected as unacceptable and unsuitable; or
4. Discontinues the prosecution of the work; or
5. Fails to resume work, which has been discontinued, within a reasonable time after notice to do so; or
6. Becomes insolvent or has declared bankruptcy, or commits any act of bankruptcy or insolvency; or
7. Makes an assignment for the benefit of creditors; or
8. For any other causes whatsoever, fails to carry on the work in an acceptable manner the City of Rochester will give notice, in writing, to the Contractor for such delay, neglect, and default.

If the Contractor does not proceed in accordance with the Notice, then the City of Rochester will have full power and authority without violating the Contract to take the prosecution of the work out of the hands of the Contractor. The City of Rochester may enter into an agreement for the completion of said Contract according to the terms and conditions thereof, or use such other methods as in his opinion will be required for the completion of said Contract in an acceptable manner.

All extra costs and charges incurred by the City of Rochester as a result of such delay, neglect or default, together with the cost of completing the work under the Contract will be deducted from any monies due or which may become due to said Contractor. If such expenses exceed the sum which would have been payable under the contract, then the Contractor shall be liable and shall pay to the City of Rochester the amount of such excess.

OBTAINING BID RESULTS

Bid results will be posted after 48 hours on the City of Rochester's web site: www.rochesternh.net or will be available by request via e-mail at the following address: purchasing@rochesternh.net