

## INVITATION TO BID

The City of Rochester, New Hampshire, will accept sealed bids for a mid-sized tractor for the City of Rochester. Bids must be submitted in a sealed envelope plainly marked:

“Sealed Bid: **MID-SIZED TRACTOR WITH ACCESSORIES**

**Bid #07-32**

City of Rochester, New Hampshire  
31 Wakefield St.  
Rochester, NH 03867  
Attn: Purchasing Agent

All bids must be received no later than February 8, 2007 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](http://www.rochesternh.net), by emailing [purchasing@rochesternh.net](mailto: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.

A visit is to inspect the existing equipment to determine trade in value is mandatory. This equipment will be available for viewing on January 31, 2007 and February 1, 2007, from 7AM through 2:30 PM.

**MID-SIZE TRACTOR WITH ACCESSORIES  
BID FORM  
BID #07-32**

Vendor / Dealer: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone#: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email Address: \_\_\_\_\_

A site visit to determine trade in value of a 1988 Kubota with various attachments is mandatory. This will be held at the wastewater treatment facility, 175 Pickering Road Gonic on January 31, 2007 and February 1, 2007, between the hours of 7 AM and 2:30 PM. **You will be required to sign in at the time of inspection.**

**Bid Items:**

Tractor with factory Installed Cab: \_\_\_\_\_ \$

Front Loader: \_\_\_\_\_ \$

Pallet Fork Attachment: \_\_\_\_\_ \$

Rotary Cutter: \_\_\_\_\_ \$

Mower: \_\_\_\_\_ \$

Mid-PTO Option: \_\_\_\_\_ \$

Total Bid Price (all items): \_\_\_\_\_ \$

Trade In: \_\_\_\_\_ \$

Final Bid Price (less trade in): \_\_\_\_\_ \$

Prices are to include delivery of new equipment and removal of old from 175 Pickering Road within 90 days of award and receipt of purchase order.

The manufacturer's authorized distributor shall supply the complete tractor set and all equipment only.

All distributors must submit complete and detailed bid specifications on all equipment and attachments submitted.

Requirements: All equipment shall be new and of current production. There shall be one source responsibility of warranty; parts and service through a local representative with factory trained service personnel.

Warranty: Full Factory Tractor with Cab Warranty = 3 years  
Full Factory Power Transmission Warranty = 4 years  
Full Factory Front Loader Warranty = 1 year  
Full Factory Pallet Forks Warranty = 1 year  
Full Factory Rotary Mower Warranty = 1 year, Limited Five-Year on Gearbox.  
Full Factory Grooming Mower Warranty = 1 year, Limited Five-Year on Gearbox.

The manufacturer's warranty shall be in no event, be for a period less than above stated time frames and shall start from the date delivered to the City of Rochester's Wastewater Treatment Facility, 175 Pickering Road, Gonic NH. Warranty shall include new repair parts, labor, travel expenses necessary for repairs at the job site, any expendables (lubricating oil, filters, antifreeze, and any other items made unusable by the defect) used during the course of repairs. Submittals received without written warranties as specified will be rejected in their entirety.

**Operation and Maintenance Manuals:**

Provide complete sets of Operation and Maintenance Manuals, Parts Manuals, and Service Repair Manuals for the Tractor and all auxiliary components (Cab, Loader, Pallet Forks, Rotary Cutter and Mower).

Bid price shall include: Full Fuel Tank, Delivery of tractor and first 50 hour complete maintenance package as required per manufacturer specifications (to include all parts, labor, fluids, lubricants, full report of service, etc. and pick-up/delivery of tractor – no additional cost to the City)

**General Requirements:**

Engine Type (liquid-cooled, diesel): E-TVCS, indirect injection, 4-cylinder (or equal)  
Horsepower (gross): Min. 40 @ 2600 rpm  
Horsepower (net): Min. 40 @ 2600 rpm  
Horsepower (PTO): Min. 34 (HST, HSTC) @ 2600 rpm  
Total Displacement (cu. In.): Min. 134  
Maximum Torque: 107 ft lbs. @ 1600 (approx)

**3-Point Hitch: Category 1**

Lift Capacity (lbs) at 24 in. behind lift point: 2750 (approx)

Heavy Duty Front Axle

Cab to Include: Factory Installed, Spacious Floor Area, Vinyl Seat with tilt arm rests, Tilt Steering Wheel, Dual-Level Climate Control with Heat and A/C, Reduced Noise and Vibration, Radio with CD Player, Cup Holder, Front and Rear Windshield Wipers with Heavy Duty Winter Blades, Two Side Rearview Mirrors – one each side of cab, Coat hook driver side, Along with Excellent Visibility.

Total Height of Tractor with Cab Shall Not Exceed: 94 inches

Total Width of the Tractor with Auxiliary Components Shall Not Exceed: 94 inches

**Engine:**

Air Cleaner: Dry Dual Element, paper type, heavy particle self purging.

Lubrication: Forced Lubrication

Governor: Ball Type Governor

Injection Pump: Flange Type Fuel Injection Pump, Self-Bleeding Type

Fuel Filter: Replaceable Cartridge Type Fuel Filter

Oil Filter: Spin On Oil Filter

Throttle: Hand and Foot Operated Throttle

Muffler: Totally Enclosed Muffler

Cooling System: Heavy Duty Pressurized Radiator

Water Pump: Centrifugal Water Pump

Engine Compartment: Enclosed Engine Compartment With Easy Open Single Piece Hood

Engine Shutoff: Electric With Key

Charging Output: 60 Amp

Battery: 12V, CCA 582

**Capacity:**

Fuel Tank: Min 10 Gallons.

**Drive Train:**

Clutch: Single Dry Plate

Transmission: Hydrostatic

Control Type: Servo-Control (hydraulic)

Cruise Control/Speeds: Mechanical Lever Type, Infinite Speed Control Set, Reset, No Buttons.

Foot Control: Single Pedal, Toe-Heel Operation

Speeds: (Infinite): 3 Range (Low/Medium/High)

Differential Lock/Rear: Standard, Mechanical Heel Engage Pedal.

Brakes: Mechanical Multi-Plate Wet Disk

PTO (Rear): Live Independent w/ Hyd. Clutch 540 rpm @ 2440 Engine rpm, 1 3/8" SAE 6-Spline Shaft.

Mid-PTO (Optional): 2000 rpm @ 2470 Engine rpm (semi-independent of rear)

PTO Shield: Flip Up Type

Tractor: Must Be 4 Wheel Drive Model that Allows Shifting Between Forward and Reverse without Clutching.

**Hydraulics:**

Type: Open Center

Pumps: 2/Gear Type Pumps

Filter: Spin On Hydraulic Filter

No. of Remotes: Up to 3 Optional – Stackable/Sectional

3 Point Hitch: Category 1

Draft Control: Optional

Position Control: Standard, Hydraulic

Lift Capacity: At Lift Position - 3860 lbs. (approx)

At 24" Behind L.P. - 2760 lbs. (approx)

Steering: Balanced Hydrostatic Power Steering, Easy-Step Tilt Steering Wheel, Positive Lock

**Electrical:**

Electrical System: 12 Volt Electrical System

Battery (Maintenance Free): 12 Volt Battery, CCA 582

Alternator (dynamo): 60Amp Alternator required for HSTC Cab

Engine Shut-Off: Electric Engine Key Shut-Off

Cold Temperature Starting Aid: Automatic Super Glow Pre-Heat System

Block Heater: CSA Approved Block Heater, Factory Installed.

Lights: Two (2) Head Lights

Fender Mounted 4-Way Flashers

Two (2) Tail Lights

Cab – Rear Working Lights

**Safety Equipment:**

ROPS: Factory Cab Shall Be ROPS Safety Certified

Seat Belt

Switches: Safety Start Switch

Engine Shut-Off: Electric Key Engine Shut-Off

Muffler: Underhood Muffler

Flashers: Flashers with Turn Signals

SMV Sign: Slow Moving Vehicle Sign, Standard

Paint: High Visibility Paint

Parking Brakes

Wide Anti-Slip Steps

**Dimensions:**

Ground Clearance: Min 14.0"

Tires (Option 1): Front – 29 x 12.5 – 15 Softtrac

Rear – 44 x 180 – 20 R3 Turf – Rear filled /Non-Toxic

**Front Loader (Specifications are approximations only – all similar equipment will be accepted):**

Maximum Lift Height (Pivot Pin): 113.6"  
Clearance with Attachment Dumped: 89.9"  
Reach at Maximum Height: 20.1"  
Maximum Dump Angle: 45 Degrees  
Reach with Attachment on Ground: Min 75"  
Maximum Rollback Angle: 40 Degrees  
Digging Depth (when bucket is level): 6.7"  
Overall Height in Carry Position: 57.1"  
Lift Capacity: Min. 1700 lbs.  
Lift Capacity (Pivot Pin): 2370 lbs.  
Lift Capacity (Bucket Center): 1870 lbs.  
Square Bucket Width/Capacity (in/cu ft): Min. 72/13.1  
Breakout Force (500 mm forward): 3125 lbs.

- Shall have Single-Control Lever Operation, Simultaneous Operation Capability.
- Shall have Fender Mounted Valve Kit – Factory Installed.
- Shall have Quick Attach Design, Easy-On, Easy-Off, No Tools.
- Shall have Easy Access for Servicing Tractor.
- Utilizes Tractor Hydraulics.
- Bucket Loader Shall Have Skid Steer Style Coupler for Quick Attach Buckets and Attachments.
- Bucket Shall be 72" Heavy Duty Round Back with pre-drilled/bolt on cutting edge, Carbide Tip Cutting Edge to be Factory Installed.
- Lifting Hook Shall Be Mounted on Top of Bucket / Hook Shall be Rated to Lift at Maximum Weight of Bucket.
- Shall be Compatible with Mid-Mount Mower.
- Shall have Bucket Level Indicator.
- Shall have Simultaneous Operation between the Lift and Bucket Cylinders.
- Shall have Hydraulic Regenerative System.
- Shall have Pallet Forks Available – Heavy Duty, Compatible with Quick Attach Bucket Coupler Design, Easy-On, Easy-Off, No Tools required.

**Rotary Cutter (Specifications are approximations only – all similar equipment will be accepted):**

Cutting Width: 72 inches  
Cutting Height Range: 2 – 12 inches  
Cutting Capacity: 2 inches  
Gearbox Horsepower: 120  
Gearbox Output Shaft Diameter: 2 inches  
Gearbox: 120 Horsepower, Alloyed Steel Gears, Lubricated Tapered Roller Bearings, Gearbox Oil Level Dipstick, Limited Five-Year Warranty.

Hitch: Category 1

Blade Dimensions: (2) ½ x 4 inches

Blade Composition: Heat-Treated Alloy Steel

Blade Carrier: Round Stump Jumper

Blade Pin Diameter: 1½ inch

Cutting Deck Thickness: 10 Gauge

Side Skirt Thickness: ¼ inch, Full Length Replaceable.

Tail Wheel: 4 x 16 inches, Puncture Proof Laminated Wheel, Cast Iron Wheel

Hub with Tapered Roller Bearings.

Driveline: Category 4

Driveline Protection: Slip Clutch

-Frame Style: Contour Rear Frame with Bumper, Slope Type Deck with Full Length Structural Tubing Frame.

-Drives: Shall be compatible with tractor PTO shaft and shall feature a high strength star profile for reduced telescoping loads and slide collar yokes for easy installation (quick couplers).

-Shall have quick blade change pins with easy access from top of the deck.

-Shall have the three point hitch design and accommodate Category 1 or 2 Tractors.

- Product must be welded to American Welding Society Standards

- Product must be in compliance with recommended industry safety standards

**Mower (Specifications are approximations only – all similar equipment will be accepted):**

Max. Engine HP: 50

Cutting Width: 72 inches

Mowing Height: ¾ - 5 ¼ inches in ½ increments.

Deck Material Thickness: 3/16 inch.

Blades: (3) Offset Design, ¼ x 2 ½ x 25 inches, Heat Treated Alloy Steel

Blade Overlap: 1 ½ inches

Blades: Medium Lift

Hitch: Category 1, Floating Top Link, Adjustable Clevises.

Wheels: 4-each Castered, Solid Tires 3 ¼ x 10 inches

Wheel Spindle: 1 inch diameter with greaseable bushing 540 RPM PTO Gearbox

Drive Train: 540 RPM B-Section V-Belt (Kevlar)

Grass Chute: Hinged

Front Roller: Yes

Driveline: Heavy Duty with Quick Coupler

- Spring Loaded Belt Tensioner

-Drives: Shall be compatible with tractor PTO shaft and shall feature a high strength star profile for reduced telescoping loads and slide collar yoke for easy installation (quick couplers).

- Shall have three point hitch design and accommodate Category 1 or 2 Tractors

-Product must be welded to American Weld Society Standards

-Product must be in compliance with recommended industry safety standards

**Travel Speeds:**

Low Range to Rev High Range: 0 to 14 MPH (approx).

**Training:**

Provide on-site training to instruct the owner's personnel in the proper operation and maintenance of the equipment. Review operation and maintenance manuals, parts manuals and emergency service and safety procedures.



## **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 known 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.

### **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.)

**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.
3. 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
4. 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

#### Workmen's Compensation Insurance

- a. 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

5. 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](http://www.rochesternh.net) or will be available by request via e-mail at the following address: [purchasing@rochesternh.net](mailto:purchasing@rochesternh.net)