

## INVITATION TO BID

The City of Rochester, New Hampshire, will accept sealed bids for **Water & Sewer Inventory**. Bids must be submitted in a sealed envelope plainly marked:

Sealed Bid: "**SEALED BID #07-39**  
**Water & Sewer Inventory**  
City of Rochester, New Hampshire  
31 Wakefield Street  
Rochester, NH 03867  
Attn: Purchasing Agent

All bids must be received no later April 12, 2007 at 2:30 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), or 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.

**Bid Specifications**  
**Water & Sewer Inventory**  
**1 of 8**

VENDOR NAME: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TEL#: \_\_\_\_\_ Fax \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_

**Scope of Services**

1. The following pages, 2 through 9, are a large sampling of the materials used by the City of Rochester to maintain and repair the City's water and sewer main lines and residential services. Please quote a price for each individual line item and specify the brand being quoted.
2. The price quoted must include all delivery charges to the City of Rochester stockyard or jobsite.
3. Delivery must be made between the hours of 7am-2pm, on a designated day of the week.
4. When equipment is needed to off load a delivery truck, 24 hour advance notification must be given.
5. Vendor selected must be able to respond to emergencies within 2 hours.
6. An after hours system must be in place with a direct telephone number or beeper number in the event of an emergency.
7. An open line of communication will be established by having sales associate make weekly visits to the Utilities Supervisor.
8. All parts & materials will meet applicable AWWA, ANSI, and ASTM latest version of said standard.
9. All parts & materials must be made in the USA.
10. This will be considered an annual bid with pricing to be guaranteed 1 year from the date of award letter.
11. Bidders must bid on bid forms supplied. However, if bidder has an alternate "Customer Service & Supply" program they would like considered, they may submit it along with these documents and it will be considered as an alternate.
12. When quoting meters, please quote pricing on SENSUS SR, ECR METERS.
13. Bidder may bid on all or a portion of the following inventory list, however the above stipulations, items 2 through 12, must be met. Award may be split between more than one bidder.

ITEM #	DISCRIPTION	BRAND NAME	PRICE EACH
1	ADAP LEAD COMP 5/8"X3/4"		
2	ADAP LEAD COMP MSX3/4"		
3	ADAP LEAD COM RHX3/4"		
4	8 TPO PIPE DUCTILE 52 CL		
5	8 TPO PIPE DUCTILE 52 DC/DSC		
6	10 TPO PIPE DUCTILE 52 DC/DSC		
7	12 TPO PIPE DUCTILE 52 CL		
8	20 TPO PIPE DUCTILE 52 CL		
9	6 TPO GASKET		
10	8 TPO GASKET		
11	10 TPO GASKET		
12	12 TPO GASKET		
13	20 TPO GASKET		
14	1 QUART LUBE		
15	6 PE BACKING RING STEEL		
16	6 PE BACKING RING DI		
17	6 CLEAN-OUT ADAPT W/PLUG SWR		
18	6 CLEAN-OUT HUB ADAPT L/PLG SWR		
19	6X12 MJ DI SOLID SLEEVE		
20	20X15 MJ DI CB SOLID SLEEVE 350		
21	6 MJ SOLID CAP		
22	8X6 MJ DI HYD TEE CL		
23	8 MJ DI 90 BEND CL		
24	8X6 MJ DI RDUCER		
25	8X12 MJ DI SOLID SLEEVE		
26	8 MJ DI SOLID CAP		
27	10X6 MJ DI TEE CL		
28	10 FOSTER MJ ADAPTOR W/ACC		
29	10X12 MJ DI SOLID SLEEVE		
30	12 MJ DI TEE CL		
31	12X8 MJ DI TEE CL		
32	12X6 MJ TEE CL		
33	12 MJ DI 45 BEND CL		
34	12 MJ DI 22 ½ BEND CL		

ITEM #	DISCRIPTION	BRAND NAME	PRICE EACH
35	12X8 MJ DI REDUCER CL		
36	12 FOSTER MJ ADAPTOR W/ACC		
37	12X12 MJ DI SOLID SLEEVE		
38	12 MJ SOLID CAP		
39	12 MJ DI WYE CL		
40	16 MJ DI CB SOLID CAP 350		
41	¾ BRASS 90 ELBOW		
42	¾ BRASS THRD CPLG		
43	¾ BRASS PLUG		
44	1X4 ½ BRASS NIPPLE		
45	1X5 BRASS NIPPLE		
46	1X6 BRASS NIPPLE		
47	1 BRASS PLUG		
48	1X3/4 BRASS RED CPLG		
49	1 ¼ BRASS TEE		
50	1 ¼ BRASS THRD CPLG		
51	1 ¼ BRASS PLUG		
52	1 1/4X1 BRASS BUSH		
53	6 MJ DI RS VALVE		
54	8 MJ DI RS VALVE		
55	8 MJ DI RS TAP VALVE		
56	10X8 SS TAP SLEEVE 1105-1145		
57	10X6 SS TAP SLEEVE 1105-1145		
58	12 MJ DI RS VALVE		
59	12 MJ DI RS TAP VALVE		
60	20X12 SS TAP SLEEVE 2140-2180		
61	48IN HYDRANT FLAG 3/8 GALV		
62	4' GALV SPRING FLAG W/REFL STRIPS		
63	6W HYD TOP EXT		
64	W HYD COTTER PIN 1/4X1 ½ 8		
65	5 ¼ HYD K81A 5-6 OL 6MJ NST7		
66	5 ¼ HYD K81A 5-6 OR 6MJNST		
67	4 1/2X12 GUARDIAN HYD EXT K81A		
68	5 ¼ K81 SAFETY REPAIR KIT		
69	5 ¼ EDDY REPAIR KIT WD		
70	5 B84 HYD 5-6 OR 6MJNSTB41-3WAY		
71	5 B84 HYD 5-6 OR 6MJNSTB41-3WAY		
72	5 B84 HYD 6-0 OR 6MJNSTB41-3WAY		
73	5 ¼ B62 HYD REPAIR KIT 1986		
74	B84 HOUSING COVER 0R-OL 9		

ITEM #	DISCRIPTION	BRAND NAME	PRICE EACH
75	2 ½ HOSE NOZZLE NST 84-20-3		
76	HOSE NOZZLE O-RING 84-2—4		
77	B84 HOSE CAPS 21		
78	B84 HOSE GASKET 22		
79	6 ROMAGRIP ACCESSORY PACK		
80	6 MJ GASKET KIT 3/4X4 N&B		
81	6 MJ DI GRIP RING ACCESSORY PACK		
82	8 ROMAGRIP ACCESSORY PACK		
83	8 MJ DI GRIP RING ACCESSORY PACK		
84	10 ROMAGRIP ACCESSORY PACK		
85	12 MJ DI GRIP RING ACCESSORY PACK		
86	12 ROMAGRIP ACCESSORY PACK		
87	16 ROMAGRIP ACCESSORY PACK		
88	20 MEGALUG ACCESSORY PACK DI		
89	VALVE BOX COVER WATER		
90	26/36 TF VALVE BOX W/CVR 664A		
91	26 VALVE BOX TOP TF		
92	36 VALVE BOX BASE BELL		
93	5 1/2X18 RITE RISE VB RISER		
94	5 1/4X6 BOX TOP EXT RD L/C		
95	5 1/4X12 BOX TOP EXT RD L/C		
96	EZ RISER COVER WATER		
97	6 EZ RISE SLIDE RISER		
98	12 EZ RISE SLIDE RISER		
99	5 1/4X1 VB RISER L/C STR		
100	5 1/4X2 VB RISER L/C STR		
101	5 1/4X3 FIXED TOP EXT L/C		
102	5 1/4X3 VB RISER L/C STR		
103	1 SERVICE BOX PLUG COVER ROPE		
104	1 SERVICE BOX PLUG REPAIR COVER		
105	4-5 SERVICE BOX L/C		
106	5-6 SERVICE BOX L/C		
107	9/16X30 SERVICE BOX ROD-		
108	1/2X36 SERVICE BOX ROD STAINLESS		
109	9/16X36 SERVICE BOX ROD		
110	5/8X30 SERVICE BOX ROD		
111	SERVICE BOX FOOT PIECE HEAVY		
112	1/6 SERVICE BOX EXT W/SCREW LC		
113	1X12 SERVICE BOX EXT W/SCREW LC		

ITEM #	DISCRIPTION	BRAND NAME	PRICE EACH
114	1X18 SERVICE BOX EXT W/SCREW LC		
115	3/4X60 K COPPER TUBE		
116	3/4X100 K COPPER TUBE		
117	1X60 K COPPER TUBE		
118	1X100 K COPPER TUBE		
119	2X40 K COPPER TUBE		
120	3/4 BALL CURB QUICK		
121	3/4 BALL CORP CCXQUICK		
122	3/4 CORP IPXCPPJ		
123	3/4 BALL CURB QUICK		
124	3/4 BALL CURB FIPXQUICK		
125	3/4 BALL CURB IP		
126	3/4 CPLG QUICK		
127	3/4 CPLG CPPJXIPPJ		
128	3/4 CPLG QUICKXIPPJ		
129	3/4 CPLG QUICKXFIP		
130	3/4 CPLG IPPJXFEIP		
131	3/4 CPLG QUICKXIP		
132	3/4 ADAPTER CPLG 6130CC		
133	1 BALL CORP CCXQUICK		
134	1 BALL CURB QUICK		
135	1 BALL CURB FIPXQUICK		
136	1 BALL CURB IP		
137	1 ADAPTER CPLG 6130CC		
138	1 CPLG IPPJXFEIP		
139	1 CPLG CPPJXMIP		
140	1 CPLG QUICKXMIP		
141	1 CPLG IPPJXMIP		
142	1 CPLG QUICKXIPPJ		
143	1 1/4 CPLG QUICKXFEIP		
144	1 1/4 CPLG QUICK X MIP		
145	1 1/4 CPLG QUICK		
146	2 BALL CORP CCXQUICK		
147	2 BALL CURB QUICK		
148	2 BALL CURB QUICKXFIP		
149	2 BALL CRUB FEIP		
150	2 CPLG QUICK		
151	5/8 SR ECR METER 100F W/PAD		

ITEM #	DISCRIPTION	BRAND NAME	PRICE EACH
152	5/8X3/4 SR ECR METER 100F W/PAD		
153	REMOTE METER WIRE 3-22GA		
154	5/8 SR ECR REGISTER 1000G		
155	5/8 METER GASKET RUBBER 3/40D		
156	3/4 SR ECR METER 100F W/PAD		
157	1 SR ECR METER 100F W/PAD		
158	1 SR ECR METER 100F W/PAD		
159	3/4 METER GASKET RUBBER 10D		
160	1 METER GASKET RUBBER 1 1/4OD		
161	1 1/2 SR ECR MTR 100F W/BRFL		
162	2 SR ECR METER 1000F W/PD&BFL		
163	2 SR ECR CONVERSION KIT 100F		
164	MXU 510R NP SINGLE PORT TC W/ITR		
165	MXU RADIO READ UNIT 505C DUAL PT		
166	MXU 510 SINGLE PORT NOW PIT		
167	2 COMP METER ECR 1—F W/BRLG		
168	2 TURBO ECR REM MTR 100F W/BRFL		
169	4-6 COM REGISTER ECR 1000F		
170	6 COMPOUND PISTON CHAMBER COMP		
171	6 COMPOUND MAIN FLG GSK ILL #72		
172	3/4 METER PREV 3/4FEIP		
173	1/2 CP SETTER PACK JOINT 1-SK		
174	3/4 CP SETTER PACK JOINT 1-3K		
175	4/8X3/4 #2 KORNERHORN L/C		
176	5/8-5/8X3/4 METER ADAPT RINGM		
177	3/4 METER CONN 3/4 MIP		
178	3/4 90 METER CONN 3/4 MIP		
179	3/4X1 VALVE HANDLE STR		
180	1 METER CONN 1 MIP		
181	3/4X6 LEAK CLAMP 105		
182	3/4X5 2 BOLT CPLG 105		
183	3/4X5 BOLT CPLG 105		
184	1X3 LEAK CLAMP 132		
185	1 1/4X5 BOLT CPLG 166		
186	2X8 SS1 REP CLAMP 235263		
187	2X6 SS1 REP CLAMP 235263		
188	2X12 SS1 REP CLAMP 684724		
189	6X8 SS1 REP CLAMP 684724		
190	6X12 SS1 TAP CLAMP 1CC 684724		
191	8X8 SS1 REP CLAMP 900040		
192	8X8 SS1 TAP CLAMP 3/4CC 900940		

ITEM #	DISCRIPTION	BRAND NAME	PRICE EACH
193	8X8 FS1 TP CLAMP 1CC 899939		
194	8 202M SADD;E 2CC 800863		
195	10X12 SS1 REP CLAMP 11041144		
196	10X12 SS3 REP CLAMP 11041224		
197	10X12 SS2 REP CLAMP 11401220		
198	10 202N SADDLE 2CC 11101212		
199	10 202N SADDLE 2CC 10001110		
200	10X8 XR501 DUCT CPLG 1070-1215		
201	12X10S REP CLAMP 14001440		
202	12X10D REP CLAMP 13141434		
203	12X12 SS1 REP CLAMP 12701310		
204	12X12 SS1 REP CLAMP 13151355		
205	12X12 SS1 REP CLAMP 1410450		
206	12X12 SS3 REP CLAMP 13141434		
207	12X12 SS3 REP CLAMP 13451465		
208	12X16 SS1 REP CLAMP 12701310		
209	12X16 SS1 REP CLAMP 13151355		
210	12X16 SS2 REP CLAMP 13151395		
211	12X16 SS3 REP CLAMP 13141434		
212	12X16 SS3 REP CLAMP 13451465		
213	12 202N SADDLE 2CC 13201438		
214	12 202N SADDLE 2IP 12001320		
215	12 STYLE 262 HYMAX CPLG 12401366		
216	24 BELL CLAMP 25802632		
217	880B FERROMAGNETIC LOCATOR		
218	DIGITAL LEAK DETECTOR DLD		
219	24 PAMREX DI CP F&GRATE		
220	32 PAMREX DI MH F&C DRAIN		
221	32 PAMREX DI MH F&C SEWER		
222	24 REXEL DI CB F&GRATE		
223	32 PAMREX DI MH F&C SEWER		
224	24 REXEL DI CP F&GRATE		
225	4 FLEXIBLE CPLG CLAY-CI/PVE		
226	4 FLEXIBLE CPLG CI/PVC		
227	6 FLEXIBLE CPLG AC/DI-CI/PVC		
228	6 FLEXIBLE CPLG CI/PVC		
229	8 FLEXIBLE CPLG CLAY-CI/PVC		
230	10 FLEXIBLE CPLG CI/PVC		
231	12 FLEXIBLE CPLG AC/DI-CI/PVC		
232	12 FLEXIBLE CPLG CI/PVC		
233	12 FLEXIBLE CPLG CLAY-CI/PVC		
234	15 FLEXIBLE CPLG CLAY-CI/PVC		



ITEM #	DISCRIPTION	BRAND NAME	PRICE EACH
235	6-12X4 FLEX SWR TEESADDLE		
236	5/16-1 1/8 RATCH-CUT MODEL 3790		
237	4 T HANDLE SB WRENCH PENT PW4		
238	5T HANDLE SB WRENCH RODEND RES		
239	24 REXEL DI CP F&GRATE		
240	4 FLEXIBLE CPLG CI/PVC		
241	6 FLEXIBLE E CPLG AC/DI-CI/PVC		
242	6 FLEXIBLE CPLG CI/PVC		
243	10 FLEXIBLE CPLG CI/PVC		
244	6-12X4 FLEX SWR TEE SADDLE		
245	5/16-1 1/8 RATCH-CUT MODEL 3790		
246	16 ADJ HANDLE HYD WRENCH		
247	B-1-1 1 CC TAP & DRILL 680540		
248	B-TOO QUIK REL SCR PLUG 3/4FC		
249	B-1 CHAIN TIGHTENING STUD		
250	B-1 CHAIN HOLDER		
251	¾ CC TAP & DRILL B-B100		
252	30X4 MH FRAM LA324-5		
253	30 MH COVER DRAIN L32CC		
254	30 CB GRATE RD L32GA		
255	CASCADE CB FRAM LK450		
256	CASCADE CB GRATE L2422G1		
257	KENT SEAL FOR CONCRETE MH		
258	18X20 CMP PLAIN 16GA		
259	18 CMP BAND PLAIN 16GA		
260	36X20 CMP PLAIN 14GA		
261	4 FILTER SOCK PER FT		
262	4X250 PE PIPE HWY PERF W/SOCK		
263	12 SURE-LOK PE PIPE SILT-TITE		
264	12 SURE-LOK PE PIPE PER S-T		
265	15 SURE-LOK PE PIPE SILT-TITE		
266	15 SURE-LOK PE PIPE PERF S-T		
267	18 SURE-LOK PE PIPESILT-TITE		
268	18 SURE-LOK PE PIPE PERF S-T		
269	24 SURE-LOK PE PIPE SILT-TITE		
270	36 SURE-LOK PE PIPE SILT-TITE		
271	12 PE HIQ END SECTION		
272	4 HIQ SNAP CPLG		
273	12X4 HIQ SADDLE TEE		
274	12X4 HIQ SADDLE TEE		
275	15 HANCOR HIQ SPLIT COUPLER		

ITEM #	DISCRIPTION	BRAND NAME	PRICE EACH
276	15 PE HIQ END SECTION		
277	15X4 HANCOR SADDLE TEE		
278	18 HANCOR HIQ SPLIT COUPLER		
279	18 PE HIQ END SECTION		
280	LIT'L GULP HYDRANT PUMP		
281	3X30 RUBBER SUC HOSE		
282	3 STRAINER DIAPH		
283	SAW BLADE DUCTILE 1 IN-14		
284	14X1 EJP BLADE GP GPS14125		
285	PRESCOTT PLUG HYDRAULIC CEMENT		
286	20X12 SS INSTALL & TAP		
287	FIELD TEST METER		
288	ORANGE FLAG TAPE		
289	FIELD TESTER METER		
290	S75 STRAW BLANKET		
291	6111 WIRE STAPLE 1000/CTN		
291	ADAP LEAD FLARE 5/8"X3/4"RH		
293	ADAP LEAD COMP 5/8"X3/4" RH		
294	3/8X50' COIL 7X19 GALV CABLE		
295	3/8X100' COIL 7X19 GALV CABLE		
296	4 FLG FILLER PIECE/PER INCH		
297	6 TPO PIPE DUCTILE 52 CL		
298	8 TPO PIPE DUCTILE 52CL		

## **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.)

### **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.
  - 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:  
\$5,000,000.00 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)