

INVITATION TO BID

The City of Rochester, New Hampshire, will accept sealed bids for leak detection services for its municipal water supply system. Bids must be submitted in a sealed envelope plainly marked:

Sealed Bid: 08-16 Leak Detection Services
City of Rochester, New Hampshire
31 Wakefield Street
Rochester, NH 03867
Attn: Purchasing Agent

All bids must be received no later October 25, 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, 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.

Bid Form
Bid # 08-16

Item No.	Approximate Quantity	Brief Description of Item With Unit Bid Price in Words	Unit Bid In Figures	Amount In Figures
1	<u>119 miles</u>	Leak Detection Sounding Phase		
		The sum of _____	\$ _____	\$ _____

		Per mile		
2	<u>50,000 L.F.*.</u>	Leak Detection Pinpointing Phase		
		The sum of _____	\$ _____	\$ _____
		Lump Sum		
3	1 EA	Report		
		The sum of _____	\$ _____	\$ _____
		Per each		

* Indeterminate Quantity

TOTAL BID \$ _____

Dollars

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

BUSINESS NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

SIGNATURE: _____

Work shall be completed 90 days from authorization to proceed

SCOPE OF WORK

This project involves performing leak detection survey on approximately 119 miles of water main, which includes approximately 1200 hydrants and approximately 2000 gate valves. The survey will be conducted according to the procedures set forth in AWWA, M36 Water Audits and Leak Detection, second edition, 1999. Leak detection and subsequent repair will assist in the reduction of water loss and loss in revenue. The intent is to promote better use of water resources. The survey is to be conducted in two phases a sounding phase and a pinpointing phase.

All leak sounds found during the sounding phase will be further investigated with a leak noise correlator. The leak noise area identified during the sounding phase is located in an area between two access points, (hydrant, gate valve, etc.) Sensors are placed on the two access points and the location of the noise between the two access points is further refined with noise correlator. The correlator's findings are to be confirmed by listening over the leak position with a ground sounding microphone. Visual signs of leaks, such as saturated soil, water running in a storm drain, are also to be used to locate leaks. All personnel will be trained in the use of the equipment, techniques and methods described in this bid spec.

Sounding Phase:

The water leak detection survey will begin with a physical and acoustic examination of all available access points to the underground water pipe such as hydrants, valves, meter boxes and risers, etc. This will be done with acoustic rods and electronic sound enhancing equipment. The purpose of this initial inspection is to isolate areas of suspected leakage for further intensive leak location testing during the pinpointing phase.

Pinpointing Phase:

Any leak noise that is discovered using the listening instrument, shall be confirmed as a true leak. A leak noise correlator and ground sounding microphone will be used to confirm potential leaks identified during the sounding phase. The direction of the water pipe will first be determined using an electronic pipe locator. Once this is determined, the suspected leak area will be narrowed down to between two access points, such as two valves or hydrants, or a valve and a hydrant, etc. Correlator microphone sound sensors will be placed on each of the two access points. Ground sounding shall be used in situations where distances between access points limit or otherwise impede the sound's ability to be heard.

Report:

A report shall be prepared that summarizes the results of the leak detection survey. The report shall include at a minimum a description of equipment and techniques used to conduct the survey, the water main sections surveyed, the location of detected leaks, and an estimate of the flow rate of each detected leak.

INSTRUCTION TO BIDDERS

PREPARATION OF BID PROPOSAL

1. The Bidder shall submit her/his proposal upon the form(s) furnished by the City (attached). The bidder shall specify a unit price 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 of 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 part 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 City of Rochester, Purchasing Agent, 31 Wakefield Street, Rochester, NH 03867. 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. E-mailed or 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 reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of her/his bid proposal(s):

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.
3. Bid results will be available on the website at www.rochesternh.net within 48 hours of the bid opening.

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, via mail to the address on his proposal, that her/his bid has been accepted and that she/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. The bidder's past performance.
5. The sufficiency of bidder's financial resources to fulfill the contract.
6. The bidder's ability to provide future maintenance and/or services.
7. Any other applicable factors as the City determines necessary and appropriate (such as compatibility with existing equipment).

CONDITIONS AT SITE

Bidders shall be responsible for having ascertained pertinent local conditions, such as: location, accessibility and general character of water mains throughout the City. 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 her/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, she/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 Works, 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 her/him, as she/he is responsible for the acts and omissions of persons directly employed by her/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. She/he shall, at all times, safely guard and protect her/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

1. 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.
2. 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 that, 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 that is called for herein establishes a standard of excellence that, 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 Director of Public Works has ordered the same, in writing.

GUARANTEE OF WORK

1. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting 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 workers 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 anew 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 the City's 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 available on the website at www.rochesternh.net within 48 hours of the bid opening.

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 2007 by and between The City of Rochester, hereinafter called "**OWNER**"
(Name of Owner) and _____ doing business as (an individual,) or (a partnership,) or (a corporation) hereinafter called "**CONTRACTOR**".

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

1. The **CONTRACTOR** will commence and complete the

Leak Detection Services

(Project)

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 _____ calendar days after the date of the **NOTICE TO PROCEED**. Completion time for the project will be calculated as calendar days from the date specified in the **NOTICE TO PROCEED** as follows:

_____ 60 _____ calendar days for substantial completion.

_____ 90 _____ calendar days for contract completion.

Liquidated damages will be in the amount of \$ 500 for each calendar day of delay from the date established for Substantial Completion.

4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **CONTRACT DOCUMENTS** and comply with the terms therein for the sum of \$ _____ or as shown in the **BID** schedule.

5. The term "**CONTRACT DOCUMENTS**" means and includes the following:

- (A) ADVERTISEMENT FOR BIDS
- (B) INFORMATION FOR BIDDERS
- (C) BID
- (D) AGREEMENT
- (E) GENERAL CONDITIONS
- (F) SUPPLEMENTAL GENERAL CONDITIONS
- (G) SPECIAL CONDITIONS
- (H) NOTICE OF AWARD
- (I) NOTICE TO PROCEED
- (J) CONTRACTORS AFFIDAVIT
- (K) CONTRACTORS RELEASE
- (L) CERTIFICATE OF SUBSTANTIAL COMPLETION
- (M) CHANGE ORDER(S)
- (N) DRAWINGS prepared by Wright-Pierce
numbered _____ through _____, and dated _____, 2007.
- (O) SPECIFICATIONS prepared or issued by Wright-Pierce
dated September, 2007.
- (P) ADDENDA:
No. _____, dated _____, 20

6. The **OWNER** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**. Retention from progress payments will be in accordance with article 24 of the General Conditions.

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 _____ copies, each of which shall be deemed an original on the date first above written.

OWNER:

CITY OF ROCHESTER

By _____

Name _____
(Please Type)

(SEAL)

ATTEST:

Name _____
(Please Type)

Title _____

CONTRACTOR:

_____By _____

Name _____
(Please Type)

Address _____

_____(SEAL)

ATTEST:

Name _____
(Please Type)

END OF SECTION

NOTICE TO PROCEEDDated _____, 20 07

TO: _____

(Contractor)

ADDRESS: _____

OWNER'S PROJECT NO. _____

PROJECT _____ Leak Detection Services

OWNER'S CONTRACT NO. _____

CONTRACT FOR _____ Leak Detection Services

(Insert Name of Contractor as it appears in the Bid Documents)

You are notified that the Contract Time under the above contract will commence to run on _____, 20 07 . By that date, you are to start performing your obligations under the Contract Documents. In accordance with paragraph 3 of the Agreement, the dates of Substantial Completion and Final Completion are _____, 20 07 and _____, 20 07 , respectively.

Before you may start any Work at the site, paragraph 27 of the General Conditions provides that you and Owner must each deliver to the other certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also before you may start any Work at the site, you must:

(add other requirements)

CITY OF ROCHESTER

(owner)

By _____

(Authorized Representative)

(Title)

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

(Contractor)

this the _____, 20____

Employer Identification

Number _____

By _____

(Title)END OF SECTION

CHANGE ORDER

No. ____

PROJECT: Leak Detection Services DATE OF ISSUANCE: _____OWNER: City of Rochester OWNER's Project No.: _____CONTRACTOR: _____ CONTRACT FOR: Leak Detection Services

You are directed to make the following changes in the Contract Documents.

Description:

Purpose of Change Order:

Justification:

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price \$ _____	Original Contract Time _____ days or date
Previous Change Orders No. _____ to No. _____ \$ _____	Net change from previous Change Orders _____ Days
Contract Price prior to this Change Order \$ _____	Contract Time prior to this Change Order _____ days or date
Net Increase (decrease) of this Change Order \$ _____	Net Increase (decrease) of this Change Order _____ Days
Contract Price with all approved Change Orders \$ _____	Contract Time with all approved Change Orders _____ days or date

This document will become a supplement to the CONTRACT and all provisions will apply hereto.

The attached Contractor's Revised Project Schedule reflects increases or decreases in Contract Time as authorized by this Change Order.

Stipulated price and time adjustment includes all costs and time associated with the above described change.

Contractor waives all rights for additional time extension for said change. Contractor and Owner agree that the price(s) and time adjustment(s) stated above are equitable and acceptable to both parties.

APPROVED:

by _____

Owner

Date

APPROVED:

by _____

Contractor

DateEND OF SECTION