

## **INVITATION TO BID**

The City of Rochester, New Hampshire, will accept sealed bids for FRP Bulk Chlorine Tank Lining/Repairs at the City of Rochester's Water Treatment Plant. Bids must be submitted in a sealed envelope plainly marked:

**Sealed Bid: 08-21 Water Treatment Plant FRP Bulk Chlorine Tank Lining/Repairs**

City of Rochester, New Hampshire

31 Wakefield Street

Rochester, NH 03867

Attn: Purchasing Agent

All bids must be received no later November 21, 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.

**SCOPE OF WORK**

This project involves repairing and relining the fiberglass reinforced plastic 5000gal sodium hypochlorite bulk storage tank. Materials used must be compatible with drinking water and sodium hypochlorite. MSDS on products specified shall be furnished. Work shall be done during normal business hours Monday through Friday from 7:00am to 3:00 pm. Pre-bid site visit recommended.

BID FORM  
BID # 08-21

Item # 1 Mobilization \$ \_\_\_\_\_

Item #2 Repair and reline 5000 gallon  
Sodium Hypochlorite Bulk Storage Tank \$ \_\_\_\_\_

Item #3 Quality Control Testing \$ \_\_\_\_\_

Item # 4 Demobilize \$ \_\_\_\_\_

TOTAL BID \$ \_\_\_\_\_

Business Name: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_

Contact Name: \_\_\_\_\_

**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.
  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:

3. To take every precaution against injuries to persons or damage to property;

4. 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;
5. 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;
6. 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;
7. 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;
8. 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)

**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

FRP Bulk Chlorine Tank Lining/Repairs

(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) INVITATION TO BID
- (B) BID
- (C) BID BOND
- (D) INSTRUCTION TO BIDDERS
- (E) AGREEMENT
- (F) PAYMENT BOND
- (G) PERFORMANCE BOND
- (H) NOTICE OF AWARD
- (I) NOTICE TO PROCEED
- (J) CONTRACTORS AFFIDAVIT
- (K) CONTRACTORS RELEASE
- (L) CERTIFICATE OF SUBSTANTIAL COMPLETION
- (M) CHANGE ORDER(S)
- (N) SPECIFICATIONS prepared or issued by City of Rochester  
dated October, 2007.
- (O) ADDENDA:  
No. \_\_\_\_\_, dated \_\_\_\_\_, 2007

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)

\_\_\_\_\_

**PAYMENT BOND****KNOW ALL MEN BY THESE PRESENTS:** that

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(Name of Contractor)

---

(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal,  
(Corporation, Partnership or Individual)

and \_\_\_\_\_  
(Name of Surety)

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(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

City of Rochester  
(Name of Owner)

31 Wakefield Street

Rochester, NH 03867  
(Address of Owner)

hereinafter called **OWNER** and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns, in the total aggregate 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, our heirs, executors, administrators, 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 20 \_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of :

FRP Bulk Chlorine Tank Lining/Repairs

**NOW, THEREFORE**, if the Principal shall promptly make payment to all persons, firms, and corporations 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, consumed or used in connection with the construction of such **WORK**, and for all labor cost incurred in such **WORK** including that be a Sub-Contractor, and to any mechanic or materialman lienholder whether it acquires its lien by operation of State or Federal Law; then this obligation shall be void; otherwise to remain in full force and effect.

**PROVIDED**, that beneficiaries or claimants hereunder shall be limited to the Sub-Contractors, and persons, firms, and corporations having a direct contract with the **PRINCIPAL** or its **SUB-CONTRACTORS**.

**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 thereunder or the **SPECIFICATIONS** accompanying the same shall in any way 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 suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the **PRINCIPAL** shall have given written notice to any two of the following: The **PRINCIPAL**, the **OWNER**, or the **SURETY** above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the **PRINCIPAL**, **OWNER**, or **SURETY**, at any place where an office is regularly maintained for the transaction business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date on which **PRINCIPAL** ceased work on said **CONTRACT**, it being understood, however, that if any limitation embodied in the **BOND** is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

**PROVIDED, FURTHER**, that it is expressly agreed that this **BOND** shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the **PRINCIPAL** and the **SURETY** to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this **BOND** and whether referring to this **BOND**, the contract or the loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

**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 5 counterparts, each one of  
(number)

which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ .

**ATTEST:**

**Principal**

\_\_\_\_\_  
(Principal) Secretary

**(SEAL)**

**BY** \_\_\_\_\_(s)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Surety

**ATTEST:**

**BY** \_\_\_\_\_

Attorney - in - Fact

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

**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 of New Hampshire.

**PERFORMANCE BOND****KNOW ALL MEN BY THESE PRESENTS:** that

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(Name of Contractor)

---

(Address of Contractor)a 

---

 hereinafter called Principal, and  
(Corporation, Partnership, Individual)

---

(Name of Surety)

---

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

---

**City of Rochester**(Name of Owner)

31 Wakefield Street, Rochester, NH, 03867

(Address of Owner)hereinafter called **OWNER**, in the total aggregate penal sum of

---

 Dollars, \$ ( 

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 )

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrator's 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 

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 day of 

---

 20 

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 , a copy of which is hereto attached and made a part hereof for the construction of:

FRP Bulk Chlorine Tank Lining/Repairs

**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 any extension thereof which may be granted by the **OWNER**, with or without notice to the Surety and during the one year guaranty period, and if the **PRINCIPAL** 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** may 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 WORK to be performed thereunder or the specifications accompanying same shall in any way 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 it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

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 5 counterparts, each one of

which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

Principal

\_\_\_\_\_  
Principal Secretary

BY \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

Surety

ATTEST

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Surety

BY \_\_\_\_\_  
Attorney-in-Fact

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 of New Hampshire.

**NOTICE TO PROCEED**

Dated \_\_\_\_\_, 2007

TO: \_\_\_\_\_

(Contractor)

ADDRESS: \_\_\_\_\_

OWNER'S PROJECT NO. \_\_\_\_\_

PROJECT \_\_\_\_\_ FRP Bulk Chlorine Tank Lining/Repairs

OWNER'S CONTRACT NO. \_\_\_\_\_

CONTRACT FOR \_\_\_\_\_ FRP Bulk Chlorine Tank Lining/Repairs

(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 \_\_\_\_\_, 2007. 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 \_\_\_\_\_, 2007 and \_\_\_\_\_, 2007, 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)

**CONTRACTOR'S AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me, the undersigned, a \_\_\_\_\_  
(Notary Public, Justice of Peace, Alderman)  
in and for said County and State personally appeared, \_\_\_\_\_  
(Individual, Partner or duly

\_\_\_\_\_ who being duly sworn according to law  
authorized representative of corporate Contractor)  
deposes and says that the cost of all the Work, and outstanding claims and indebtedness  
of whatever nature arising out of the performance of the contract between

\_\_\_\_\_ City of Rochester, NH  
(Owner)

and \_\_\_\_\_ of \_\_\_\_\_  
Contractor)

dated \_\_\_\_\_ for the construction of the FRP Bulk Chlorine Tank  
Lining/Repairs have been paid in full.

\_\_\_\_\_  
(Individual, Partner, or duly authorized  
representative of corporate Contractor)

Sworn to and subscribed before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

**CONTRACTOR'S RELEASE**

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_

(Contractor)

of \_\_\_\_\_, County of \_\_\_\_\_

and State of \_\_\_\_\_ do \_\_\_\_\_ hereby acknowledge that

(Contractor)

has \_\_\_\_\_ this day had, and received of and from \_\_\_\_\_

City of Rochester, NH

(Owner)

the sum of One Dollar and other valuable considerations in full and complete satisfaction and  
payment of all sums of money owed, payable and belonging to \_\_\_\_\_

(Contractor)

by any means whatsoever, for on account of a Contract Agreement between

City of Rochester, NH

(Owner)

and \_\_\_\_\_

(Contractor)

dated \_\_\_\_\_ for FRP Bulk Chlorine Tank Lining/Repairs

(Project)

NOW, THEREFORE, the said \_\_\_\_\_

(Contractor)

(for myself, my heirs, executors and administrators) (for itself, its successors and assigns)

do/does, by these presents remise, release, quit-claim and forever discharge City of Rochester

(Owner)

\_\_\_\_\_, of and from all claims and demands, arising from or in  
connection with the said contract dated \_\_\_\_\_, and of and from all, and all manner ofaction and actions, cause and causes of action and actions, suits, debts, dues, duties, sum and sums  
of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, agreements,  
promises, variances, damages, judgments, extents, executions, claims and demand, whatsoever in  
law or equity, or otherwise, against City of Rochester, NH

(owner)

its successors and assigns, which (I, my heirs, executors, or administrators) (it, its successors and

assigns) ever had, now have or which (I, my heirs, executors, or administrators) (it, its successors and assigns) hereafter can, shall or may have, for, upon or by reason of any matter, cause, or thing whatsoever; from the beginning of recorded time to the date of these presents.

IN WITNESS WHEREOF, \_\_\_\_\_

\_\_\_\_\_

(Contractor)

has caused these presents to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Signed, Sealed and Delivered in the presence of:

\_\_\_\_\_  
(Individual - Contractor) (seal)

\_\_\_\_\_

(seal)

(Partnership - Contractor)

(seal)

\_\_\_\_\_  
By \_\_\_\_\_  
(Partner)

\_\_\_\_\_

Attested:

\_\_\_\_\_  
(Corporation)

By \_\_\_\_\_

\_\_\_\_\_  
(Secretary)

(President or Vice President)

(Corp. Seal)

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

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Owner's Project No. .... Engineer's Project No.....Project FRP Bulk Chlorine Tank Lining/Repairs

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CONTRACTOR .....

Contract For ..... Contract Date .....

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This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:To City of Rochester, NH.....  
OWNERAnd To .....  
CONTRACTOR

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The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on.....  
DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within \_\_\_\_\_ calendar days of the above date of Substantial Completion.



The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as follows:

RESPONSIBILITIES: \_\_\_\_\_

OWNER: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

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The following documents are attached to and made a part of this Certificate:

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This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

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Executed by OWNER on \_\_\_\_\_, 20 .....

OWNER

By .....

CONTRACTOR accepts this Certificate of Substantial Completion on ..... 20.....

CONTRACTOR

By .....

**CHANGE ORDER**

No. \_\_\_\_

PROJECT: FRP Bulk Chlorine Tank Lining/Repairs DATE OF ISSUANCE: \_\_\_\_\_  
 OWNER: City of Rochester OWNER's Project No.: \_\_\_\_\_  
 CONTRACTOR: \_\_\_\_\_ CONTRACT FOR: Bulk Tank Repairs

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

Description:

Purpose of Change Order:

Justification:

Attachments: (List documents supporting change)

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

**TECHNICAL SPECIFICATIONS****1.0 PRODUCTS/GENERAL PROCEDURES/REQUIREMENTS**

- 1.1 Crew shall abide by established industry safety practices for confined space entry during all internal tank procedures (CFR 1910 / AT – CSE 773). All tank entrants and standby personnel shall be confined space certified. Entry permits shall be maintained by crew leader and reviewed by NLPA Special Inspector and/or oversight engineer.
- 1.2 Crew shall follow the resin's specified blender's instructions for proper formulation, cure, and use.
- 1.3 Crew foreman shall be responsible for the inspection of the tank and shall conduct an industry standard external inspection of all accessible areas including head to shell joints, intermediate seams, flange to tank and coupling to tank bonds, and external accessory bonds. Internal inspections are to include visual inspections of all internal surfaces, head to shell joints, intermediate seams, previous repairs or linings, flange and coupling to tank wall, bottom, top, or end seams, barcol hardness testing and acetone sensitivity testing. All information shall be compiled and reported to the NLPA Special Inspector or engineer with recommendations concerning repairs / relining, indicating all obstacles and special conditions encountered.
  - 1.3.A The NLPA Special Inspector or engineer shall issue the relining specifications and procedures to the crew leader and the crew leader shall follow these specifications and procedures during the relining process. Any deviation from these specifications and procedures shall be approved by the NLPA Special Inspector or engineer before being implemented.
  - 1.3.B The existing gel coat / top coat shall be abraded to expose the fiberglass substrate, revealing delamination, puffing, separated joints and other vessel failures. Abraded materials shall be removed from the tank before the substrate inspection is completed. Structural glass filament shall not be abraded out during this substrate abrasion process.
  - 1.3.C Joints, seams, nozzle and flange couplings that require structural repair shall be ground in accordance with AT – FRP 553 or accepted industry practices.
  - 1.3.D Sub-laminate repairs shall be made using bi-flex glass including 1 ½ to 3 oz woven BF, BF mat and woven with mat backing.
  - 1.3.E Crew foreman shall verify the bond achieved during repairs by making a test patch. If the bond is good, the repairs may continue; if the bond is not good, the area must be ground further and another test patch applied.
  - 1.3.F The job specific resin blend shall be applied to the sub-laminate glass using resin rich roll out procedures. Care shall be taken to allow tack cure between layers.
- 1.4 Top coat / gel coat applications shall be performed only after visual inspection of the sub-laminate repairs are performed.

- 1.4.A When applicable, nexus veils or other industry acceptable veil membrane corrosion barriers shall be incorporated into the top coat system. Proper wet out and overlap procedures shall be followed (min 1" max 2").
- 1.4.B Paraffin additives shall be monitored closely to insure the proper top coat cure
- 1.4.C Post-cure is required for any BPO/DMA system (4 hours at 180°F). Crew shall monitor closely in order to prevent overheating and/or dead zones in the tank.
- 1.5 Crew shall take care during periods of high humidity to keep the tank walls and nozzles free from moisture so as to ensure no contamination of resin.
- 1.6 Final inspection shall be performed by the crew leader and any imperfections corrected following the procedures outlined above.