

## INVITATION TO BID

The City of Rochester, New Hampshire is accepting sealed bids for **Relocation and Upgrade of Fuel Pumping Dispensers**. Bids must be submitted in a sealed envelope plainly marked:

**"Sealed Bid, Relocation and Upgrade of Fuel Pumping Dispensers"**

**"Bid # 08-35"**

City of Rochester  
31 Wakefield Street  
Rochester, NH 03867  
Attn: Purchasing Agent

All bids must be received no later than **"May 8, 2008"** at **2:45 p.m.** No late bids, faxed, e-mailed or telephone bids will be accepted. Bid proposals and specifications 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 in writing at least five-calendar days before the bid opening. Questions obtained less than 5 days before bid opening will not be answered. All bid proposals must be made on the bid proposal forms supplied, and the bid proposal forms must be fully completed when submitted.

**Project Summary-** The proposed work will consist of furnishing all labor, equipment and material necessary for the relocation of fueling dispenser pumps at the City of Rochester's Department of Public Works Facility, located at 45 Old Dover Road. Project will involve the installation of double-walled piping suitable for the transfer of petroleum products to motor fuel dispensers that will be relocated to another area of the facility. Project must be completed and billed by June 30, 2008. Contractor must be certified by the International Codes Council for the installation and modification of petroleum transfer equipment as required by the State of New Hampshire regulation.

**Award of Contract-** The Owner reserves the right to reject any and all Bids and to waive any irregularity in Bidding. The Owner reserves the right to award multiple contracts to multiple Bidders. The successful Bidder(s) will be required to furnish the necessary Bonds and Insurance Certificates and must keep them maintained and in effect for the duration of the contract.



## **City of Rochester, New Hampshire**

**RFQ No. 08-35**

### **REQUEST FOR BIDS FOR RELOCATION AND UPGRADE OF FUEL PUMPING DISPENSERS ROCHESTER PUBLIC WORKS FACILITY 45 OLD DOVER ROAD, ROCHESTER, NH**

#### **Notice to Contractors**

1. **Receipt of Bids** The City of Rochester, New Hampshire, (OWNER) will receive sealed bids at the Business Office, City Hall, 31 Wakefield Street, Rochester, New Hampshire until 2:45 p.m. (local time) on May 8, 2008, at which time the bids will be opened and read aloud in the Council Chambers of City Hall. The envelopes containing the bids must be sealed, and designated CY2008-2009 RELOCATION AND UPGRADE OF FUEL PUMPING DISPENSERS – BID NO. 08-35. The bid opening shall be public, open to all parties, and the City of Rochester
2. **Project Summary** The proposed work will consist of furnishing all labor, equipment and material necessary for the relocation of fueling dispenser pumps at the City of Rochester's Department of Public Works Facility, located at 45 Old Dover Road. Project will involve the installation of double-walled piping suitable for the transfer of petroleum products to motor fuel dispensers that will be relocated to another area of the facility. Project must be completed and billed by June 30, 2008. Contractor must be certified by the International Codes Council for the installation and modification of petroleum transfer equipment as required by the State of New Hampshire regulation.
3. **Specifications -** Specifications and bid / contract documents may be obtained at the Business Office, City of Rochester by calling (603) 335-7602. Questions concerning the specifications and bid / contract documents shall be directed to the City of Rochester Purchasing Office in writing at least five calendar days before bid opening. Questions must be in writing and can be submitted via fax at (603) 332-8601, or via e-mail at [purchasing@rochesternh.net](mailto:purchasing@rochesternh.net). Be sure to include an e-mail address with your questions, as responses will be distributed via e-mail not less than three days before the bid opening. Questions obtained less than 5 days before bid opening will not be answered.
4. **Award of Contract** The Owner reserves the right to reject any and all Bids and to waive any irregularity in Bidding. The Owner reserves the right to award multiple contracts to multiple Bidders. The successful Bidder(s) will be required to furnish the necessary Bonds and Insurance Certificates and must keep them maintained and in effect for the duration of the contract.

## **I. Introduction**

The Rochester, New Hampshire Department of Public Works (herein referred to as Rochester DPW) is soliciting cost proposals and qualifications to relocate and bring into regulatory compliance its motor fueling dispensers at its facility located at 45 Old Dover Road in Rochester, NH. The contractor is expected certified by the State of New Hampshire under the International Code Council Certification Program for Aboveground Storage Tank Installation and Retrofitting. The dispensers will be relocated and new double-walled underground piping will be installed to connect the existing aboveground petroleum storage tanks (ASTs) to the new dispensers. Additionally new containment sumps will be installed under the dispensers and in any transitions from underground to aboveground piping. All sumps will be electronically monitored in accordance with State regulations and applicable fire codes. This work shall be completed by June 15, 2008.

## **II. Background**

Currently, the City of Rochester has two ASTs storing motor fuels (one gasoline and one diesel fuel) located on the north end of the public works building. These tanks are connected to a dispenser pump island located approximately 300 feet from the tanks. The piping from the tanks to the dispensers is single-walled. The New Hampshire Department of Environmental Services has mandated that all underground piping carrying petroleum products from ASTs be upgraded to double-walled piping by May 28, 2008.

Rather than replace in kind, the City feels it would be more cost effective and less disruptive to public works operations that the pump island be relocated to a point at the north end of the DPW parking lot.

The fuel located at the Rochester DPW is used by all City of Rochester owned vehicles, including: police, fire, emergency medical services, public works, administration, and school department. Since this fuel serves a vital public interest, it cannot be disrupted for more than 12 hours at time and then with proper notice to all users so refueling planning or alternate arrangements can be made.

## **III. Scope Of Services**

It is envisioned that the City will engage the services of a contractor who is certified under the International Code Council's program to certify petroleum storage tank contractors. The contractor will be required to:

- A. Excavate suitable soil material to lengthen the north end of the paved parking area by approximately 30 feet (as shown on the attached plans). This will include excavating all loam and native material to a depth of approximately 24 inches below finished grade.

- B. Furnish and install bank run gravel meeting the specifications of the New Hampshire Department of Transportation's (NHDOT) standard specification 304.1 so that it is generally one-foot below finished grade. All such material shall be compacted up to 95 percent maximum density.
- C. Furnish and install crushed gravel meeting the specification of the NHDOT standard specification 304.3 so that it is generally 8-inches below finished grade under the reinforced concrete fueling pad and 3 inches below finished grade under the areas to be paved with bituminous concrete.
- D. Furnish and install all necessary double walled piping that complies with Env-Wm 1402 regulations as promulgated by the New Hampshire Department of Environmental Services (NHDES). The piping shall be suitable for the handling of both diesel fuel (low-sulfur and/or biodiesel) and gasoline (including those grades containing ethanol). The piping shall be installed so that it is pitched steadily at a grade not less than recommended by the manufacturer or 1 percent over its length, whichever is greater, so that in the event of a leak in the primary line the secondary line can carry the released fuel via gravity to a sump where a monitoring sensor will sound an alarm. APT grade XP-200-SC (2-inches in diameter) is specified, but an approved equal will be considered.

All piping shall be firmly bedded in material as recommended by the manufacturer or in fine to medium sand in the absence of specific guidance. All piping shall have at least two-feet or more of cover material, or as recommended by the manufacturer.

- E. Furnish and install a raised dispenser island that is 24 feet in length and four feet wide. The dispenser island shall be formed using a Formex model 15FU48W288L13H or approved equal. The dispenser island shall be set up so that it will receive two existing Gas-Boy dispensers (model 9152Q-CX for gasoline and model 9153Q-CX for diesel) that currently exist on the property. These dispensers were purchased and installed by the city in 2003 and will be relocated to the new site and reused.
- F. Furnish and install appropriate product collection sumps where needed. Sumps that are designed to be placed under the dispensers shall be compatible with the dispensers that will be relocated. Additionally collection sumps shall be placed at the transition where the double-walled underground piping leaves the ground and connects to the existing tanks. All sumps shall be installed according to manufacturers specifications.
- G. All sumps shall be monitored with an electronic monitoring device that detects petroleum hydrocarbons within the sumps and transmits a signal to an alarm panel that is audible and visible to public works employees. The monitoring device shall be the Omntec LS-ASC or approved equal and shall be installed in each sump. The alarm panel shall be the Omntec LU-4 or approved equal. Each sump shall have a discrete monitoring point on the alarm panel. The alarm panel shall be installed inside the northern most bay of the public works building. All monitoring devices shall be UL approved and installed according to the appropriate section of the National Electrical Code.

- H. Furnish and install an 8-inch thick reinforced concrete pad that will surround the dispenser island and provide a semi-pervious fueling pad. The concrete shall be air-entrained, 4000 psi concrete. It shall be reinforced with No. 4 reinforcing steel one-foot on center in each direction. The concrete pad shall be 16 feet wide on either side of the edge of the raised dispenser island and shall extend 6 feet beyond each end of the raised dispenser island. (36' X 36'). The concrete pad shall be finished with a broom finish and shall have 5 concentric grooved depressions that are designed to collect and retain spilled petroleum projects. The depressions shall be at least one-inch wide and one-inch deep.
- I. Prepare the area surrounding the concrete pad that has been cleared to expand the end of the parking lot to facilitate the fueling area to receive three-inches of hot mixed asphalt. The subbase and base shall be prepared with material as specified in paragraphs B. and C. so that three inches of bituminous concrete asphalt can be applied by Public Works forces when suitably prepared.
- J. Transition the fueling from the old dispenser location to the new dispenser location to minimize the disruption to City consumers. Under no circumstances shall the city be without fueling capability over a weekend. It is desired that the city not be without fueling capability during the nighttime hours.
- K. Remove a 16-foot section existing chain link fence and install a sliding gate so vehicles can access the new fueling station directly from the rear of the public works facility building. The gate must be installed so that it rolls with minimal effort along the chain link fence frame. It should be virtually identical to the gate that exists elsewhere along the same fence.

#### **IV Alternate Scope of Services**

The City's key-based fuel dispensing tracking and management system is obsolete. Many of the keys have been lost and it is impossible to get replacement keys due to the age of the unit. It is desired to replace this tracking systems with one that is card based so that each authorized user has their own fueling and fuel usage by each individual in the City can be tracked.

- A. Furnish and install a card-based fueling management system that is compatible with the City's Gas-Boy model 9152Q-CX Gasoline Dispenser and 9153Q-CX Diesel Dispenser.
- B. Set up and program the fuel management system so that it will be accessible to all authorized users from within the city including employees from the Public Works Department, Fire Department, Police Department, Emergency Medical Services of Frisbie Memorial Hospital, School Department, Recreation Department, and Code Enforcement Department. It is estimated that there will be 250 users and 150 vehicles/equipment using the dispensers.

- C. Provide training on the use of the equipment including necessary group training to personnel as well as written and/or media based materials to aid in training all authorized personnel on the usage and responsibilities of the fuel management systems.

## **V. Experience and References**

- A. The Contractor shall provide a summary of experience that pertains to the scope of work as presented above.
- B. Brief resumes of key persons, who would likely be working on these projects. Resumes should not exceed two pages.
- C. List of at least three reputable references, preferably from municipalities for whom you have performed work of a similar nature.
- D. List of other standing contracts for similar work with other municipalities, commercial, business, institutional, or government entities that are within a 150-mile radius of Rochester, NH.

## **VI. Insurance**

- A. The contractor shall include evidence of insurance including but not limited to general liability, property and casualty, errors and omissions, worker's compensation, and automotive liability insurance. This evidence shall be shown on a certificate of insurance issued by the Contractor's insurance carrier(s).
- B. The Contractor and any of his subcontractors shall name the City as Additional Insured for all insurance policies.
  - 1. The Contractor shall require each Subcontractor employed on any 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 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

- C. 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.

## VII. Submission Information

- A. Proposals must be received by Angie Gray, Business Office, City of Rochester, 31 Wakefield Street, Rochester, NH 03867 no later than 2:30PM, May 8, 2007.
- B. Questions and requests for clarification must be in writing and received by the Purchasing Department via e-mail at [purchasing@rochesternh.net](mailto:purchasing@rochesternh.net), City of Rochester, 31 Wakefield Street, Rochester, NH 03867, or fax (603-332-8601) by noon Monday May 5, 2008. All requests for clarification and responses will be e-mailed by 6PM, May 6, 2008 to each Contractor who has obtained a copy of the Bid Contract and has provided an e-mail address.
- C. The Bidder is to clearly mark on the front of the envelope **"Public Works Department Motor Fuel Dispenser Relocation"; Sealed Bid, Do Not Open"**.

## VIII. Instructions To Bidders

A. Preparation of Bid Proposal

1. The Bidder shall submit her/his proposal upon the BID forms furnished by the City (attached). The Bidder shall specify the unit price or lump sum bid, both in words and figures for each pay item listed. All words and figures shall be in ink or typed.
2. If an amount 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 a 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; 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 address of the President, Secretary, Treasurer.

4. All questions shall be submitted in writing to and received by the Purchasing Agent at the above address, a minimum of 7 days prior to the scheduled bid opening. The Purchasing Agent, will then forward both the question and the City's response to the question to all prospective bidders.

B. 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 furnished by the Owner, or otherwise specified, or if the form is altered or any thereof is detached.
2. If there are unauthorized additions, conditional or alternated 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 alter pay items.

C. Interpretations - No oral interpretations will be made to any vendor as to the meaning of the specifications or terms and conditions of this sealed proposal invitation.

D. Delivery of Bid Proposals

1. 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.

E. Withdrawal of Bid Proposals

1. 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.



2. No bid may be withdrawn, for a period of (60) sixty days subsequent to the opening of bids, without express written consent of the City of Rochester, NH.

**F. Public Opening of Proposals**

1. 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.

**G. 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. More than one proposal for the same work from and individual, firm, or corporation under the same or different name.
2. Evidence of collusion among bidders.
3. Failure to supply complete information as requested by bid specifications.

**IX. Bid Evaluation**

**A. 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 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. The bidder's meeting all regulatory licensing and certification requirements.
6. Sufficiency of bidder's financial resources to fulfill the contract.
7. Bidder's ability to provide future maintenance and/or services.
8. Other applicable factors as the City determines necessary or appropriate (such as compatibility with existing equipment).

**X. Award And Execution Of Contract**

**A. 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 written in words shall govern. In case of discrepancy between the total shown in the proposal and that obtained by adding the products of the quantities of items and 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.

**B. Award of Contract**

1. 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 in the bid specifications page(s) and bid evaluation section of this document, 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, at the address listed on the proposal that the bid has been accepted and contract negotiations shall follow.
2. The award will be based on the cost of the base bid, however, if the cost of the base bid and the alternates taken together are within the City's budget for this job, then the project will be awarded to the qualified and licensed contractor with the lowest combination bid.

**C. Cancellation of Award**

1. 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.

**XI. Extras**

- A. 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 City of Rochester.

**XII. Guarantee Of Work**

- A. 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.
- B. Make good any work or material, or the equipment and contents of said building or site disturbed in fulfilling any such guarantee.
- C. 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.

- D. 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.
- E. 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.

### **XIII. Default And Termination Of Contract**

- A. Cause – Any of the following reasons, but not limited to, may be cause for termination of the contract or agreement entered into between the City and vendor.
  - 1. Fails to begin work under Contract within the time specified in the notice to proceed.
  - 2. Fails to perform the work with sufficient workmen and equipment, or with sufficient materials to assume prompt completion of said work.
  - 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.
  - 4. Discontinues the prosecution of the work.
  - 5. Fails to resume work, which has been discontinued, within a reasonable time after notice to do so.
  - 6. Becomes insolvent or has declared bankruptcy, or commits any act of bankruptcy or insolvency.
  - 7. Makes an assignment for the benefit of creditors.
  - 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.
    - a. 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.
    - b. 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)

**BID FORM**  
Proposed Fee Schedule

Item No.	Brief Description of Item With Unit Bid Price in Words	Estimated Quantity	Amount in Figures
1.	Soil Excavation and disposal _____ per cubic yard	340	
2.	Bank Run Gravel in place _____ per Cubic Yard	150	
3.	Crushed Gravel in place _____ per Cubic Yard	100	
4.	Double-Walled piping – installed including transition sumps and monitoring devices _____ per foot	175	
5.	Installation of raised pump island and dispenser sumps and relocation and set up of existing dispensers with monitors. _____ per dispenser	2	
6.	Installation of reinforce concrete fueling pad _____ per cubic yard	30	
7.	Installation of new Gate _____ Each	1	

<p><b>Total Bid :</b>    The sum of (in words) _____</p> <p>(in figures) \$ _____</p>
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(Amounts are to be shown in both words and figures. In case of discrepancy, the amounts shown in words will govern)

**BID ALTERNATE**  
Proposed Fee Schedule

Item No.	Brief Description of Item With Unit Bid Price in Words	Estimated Quantity	Amount in Figures
1.	Furnish and Install Card-based fueling Management System; including training  _____ each	1	

Please provide company office location from which this project will be serviced

\_\_\_\_\_.

The Bidder understands that the owner reserves the right to reject any or all bids and to waive any informalities in bidding if it is deemed by the city to be in its best interest.

The Bidder agrees that this bid shall be good and may not be withdrawn, for a period of 60 calendar days after the scheduled closing time for receiving bids.

The quantities listed in the bid are an estimate based on the level of effort anticipated by the owner to ensure contractor performance. The actual quantities will be based on the determination of the engineer in the field and may be more or less than specified in the bid form.

The owner will be billed on a time and materials basis using the unit prices contained in the awarded bid.

\_\_\_\_\_

SUBMITTED ON \_\_\_\_\_, 20\_\_

Name of Contractor \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone No. \_\_\_\_\_ e-mail address \_\_\_\_\_

BY: \_\_\_\_\_  
Name Title

\_\_\_\_\_  
Signature

## STATEMENT OF BIDDER'S QUALIFICATIONS

Complete the following questions relative to bidder's qualifications. All questions must be answered and the data given must be clear and comprehensive. This form must be notarized. If necessary, add separate sheets.

1. Name of Bidder:
2. Permanent Main Office Address:
3. When Incorporated:
4. Where Incorporated:
5. How many years have you been engaged in the contracting business under your present firm name?
6. Contracts on hand: (Attach list showing project title, project location, gross amount of each contract and the approximate anticipated dates of completion.)
7. General character of work performed by your company.
8. Have you ever failed to complete work awarded to you?  
NO YES



If yes, where, when and why?

9. Have you ever defaulted on a contract? YES NO

If so, where, when and why?

10. List the more important projects recently done by your company, stating approximate cost for each, the month / year completed, primary Owners contact / telephone number.

11. List your major equipment AVAILABLE FOR THIS CONTRACT. (Attach equipment schedule if necessary.)

12. Experience in construction work similar in importance to this project.

13. Is there any impediment that would prevent you from meeting the schedule stipulated in the specifications?

14. With what banks do you do business? Do you grant the OWNER permission to contact this (these) institutions? YES NO

15. If your answer to Number 14 is NO, please explain why.

## CONTRACT

# NOTICE OF AWARD

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT Description: City of Rochester DPW fueling dispenser relocation.

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for Bids dated \_\_\_\_\_ and Information for Bidders.

All work must be completed by June 15, 2008.

You are hereby notified that your BID has been accepted for items in the amount of \$ \_\_\_\_\_.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008

By: \_\_\_\_\_

\_\_\_\_\_  
Title

# **ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

by

---

this the \_\_\_\_\_ day of \_\_\_\_\_,  
2\_\_\_\_.

By

---

Title

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# AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_  
2008 by and between The City of Rochester, NH hereinafter called "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 Rochester  
DPW Fueling Dispenser Relocation, hereafter called the PROJECT, as shown in  
the Notice to Proceed and as specified herein.

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 5 (five) calendar days after the date of the  
NOTICE TO PROCEED and will complete according to the schedule herein,  
unless the period for completion is extended otherwise by the CONTRACT  
DOCUMENTS.

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 all documents  
contained in the Rochester DPW Fueling Dispenser Relocation dated  
\_\_\_\_\_ and the following addenda:

No. _____	dated _____	, 200__.
No. _____	dated _____	, 2__.
No. _____	dated _____	, 2__.
No. _____	dated _____	, 2__.
No. _____	dated _____	, 2__.
No. _____	dated _____	, 2__.

6. The OWNER will pay to the CONTRACTOR in the manner and at  
such times as set forth in the Contract Documents in such amounts as required  
by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their  
respective heirs, executors, administrators, successors, and assigns.

(SEAL)  
ATTEST:

Name \_\_\_\_\_

Title \_\_\_\_\_

(SEAL)

Name \_\_\_\_\_

Title \_\_\_\_\_

OWNER:  
FOR THE CITY OF ROCHESTER

By \_\_\_\_\_  
Name

Title \_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

