

## **INVITATION TO BID**

The City of Rochester, New Hampshire is accepting sealed bids for “Secondary Clarifier Repainting” at the Wastewater Treatment Facility. Bids must be submitted in a sealed envelope plainly marked:

### **“Secondary Clarifier Repainting ”**

#### **“Bid # 09-16”**

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

All bids must be received no later than **“October 16, 2008”** at **“ 2:30”** 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. All bid proposals must be made on the bid proposal forms supplied, and the bid proposal forms must be fully completed when submitted.

A mandatory walk through of the site and secondary clarifier will be held on Thursday October 9, 2008, at 9:30 a.m. All bidders will meet at the Wastewater Treatment Facility, 175 Pickering Road, Gonic, NH 03839. All bidders are urged to attend.

**SECONDARY CLARIFIER REPAINTING  
BID FORM**

Vendor Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax # \_\_\_\_\_

E-mail: \_\_\_\_\_

Total Contract Price: \$ \_\_\_\_\_

Written Contract Amount: \_\_\_\_\_ Dollars.

Date: \_\_\_\_\_

Print Name &amp; Title: \_\_\_\_\_

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

All Bids are to be submitted on this form, unless otherwise stated, and in a sealed envelope, plainly marked on the outside with the Bidder's name and address and the Project name as it appears at the top of the Proposal Form.

As a requirement of this bid proposal each Bidder shall provide at least three references and prices for similar projects in both magnitude of project and type of application. These references shall be submitted with the bid package in order to be considered.

**Scope of Work:**

- A. Furnish all materials, labor, equipment, mobilization and incidentals required to perform all the preparation & painting necessary to complete this project in its entirety as specified herein.
- B. Prepare all surfaces and paint all exposed structural and miscellaneous steel; mechanical and electrical equipment; metal walkways, posts and supports; concrete – effluent trough of clarifier; infill materials to match existing adjacent materials as approved; all as specified, and all other work obviously required to be painted unless otherwise noted. Minor items not mentioned in the schedule of work shall be included where they come within the general intent of this bid as stated herein.

Examples to include but not limited to: Scum Box, Beaching Plate, Piping, Surface Skimmer, Skimmer Supports, Rotating Sludge Well, Rotating Influent Baffle, Torque Cage, Truss Arms for Scrappers and Sludge Uptake Pipes, Supports and Hardware for Access Bridge, Drive Mechanisms & Motors, Pressure Relief Valves, etc.

Concrete: Effluent Trough Only – Discharge side of V-Notch Weir to Equal Height on Outside Wall (per plans EL 151.44, sheet no. M-12)

- C. The following items will not be painted:
  - 1. Concrete (unless otherwise specified)
  - 2. Aluminum handrails and grating.
  - 3. Finish hardware unless specifically noted otherwise.
  - 4. Non-ferris metals and stainless steel.
  - 5. Packing glands and other adjustable parts and nameplates of mechanical equipment.
  - 6. Extreme care must be taken to avoid any overspray onto none specified equipment, machinery, handrails, walkways, buildings, vehicles, etc. In the event that overspray does occur the Contractor shall furnish all materials, labor, equipment and incidentals to remove all overspray and restore to the manufacturer specifications of the affected item and to the satisfaction of the City/Owner. All required work shall be conducted at no expense to the City/Owner.

D. Time Frame for Completion:

1. Contract shall be complete in full by June 19, 2009

E. Materials:

1. All painting materials shall be by the Tnemec Company, Inc.; Valspar Co.; Dupont or of equal quality. The painting schedule has been prepared on the basis of Tnemec products and Tnemec recommendations for application. No brand other than those named will be considered for approval unless the brand and type of paint proposed for each item in the following schedule, together with sufficient data substantiated by certified tests conducted at no expense to the City, to demonstrate its equality to the paint(s) named is submitted to the City in writing for approval 30 days prior to signing the Contract.
2. The City shall have the option to submit results of certified tests to an independent Engineering firm of City's choice to evaluate data to determine if product is of equal quality. Additional types and number of tests performed shall be subject to the Engineer's approval. Evaluation shall be at no expense to the City.
3. All painting materials shall be delivered in unbroken packages, bearing the manufacturer's brand and name. They shall be used without alteration and mixed, thinned and applied in strict accordance with the manufacturer's direction for applicable materials and surface.
4. No paint containing lead will be allowed. Oil shall be pure boiled linseed oil.
5. Work area will be designated by the City for storage and mixing of all painting materials. Materials shall be in full compliance with the requirements of pertinent codes and fire regulations. Proper containers outside of the buildings shall be provided and used for painting wastes and no plumbing fixtures shall be used for this purpose.

F. Colors:

1. Colors shall be selected for each process by the City from a full range of colors available from the manufacturer.

G. Extra Paint:

1. Furnish one unopened gallon can of each type and each color of paint used.

#### H. Preparation of Surfaces:

1. All surfaces to be painted shall be prepared as specified herein and shall be dry, clean and strictly adhere to manufacturer's recommendations before painting.
2. All metal welds, blisters, etc. shall be ground and sanded smooth. All pits and dents shall be filled and all imperfections shall be corrected so as to provide a smooth surface for painting. All rust, loose scale, oil, tar, and asphalt bearing coatings, grease and dirt shall be removed by manufacturers approved solvents, wire brush, grinding or sanding.
3. All exposed carbon steel shall be full abrasive blast cleaning per SSPC SP #10 Near White Blast Cleaning. Abrasive blast cleaning surfaces shall exhibit a uniform, angular profile of 1.5-3.0 mils. Cleaned surfaces shall be primed within 8 hours of cleaning and prior to any surface rusting.
4. Concrete surfaces shall be free of all dust, oil, curing compounds, loose mortar and other foreign matter.
5. All concrete shall verify dryness by testing for moisture with via a Calcium Chloride Test (Reference ASTM F 1869). Abrasive blast or mechanically abrade concrete to remove existing coatings, laitance, form release agents, curing compounds, hardeners, sealers, and other contaminants and to provide a surface profile (Reference SSPC-SP13 / NACE 6, ICRI CSP 3-4).

#### I. Painting Schedule:

The following types of paints by Tnemec, Co. have been used as a basis for the paint schedule.

##### 1. Exposed Carbon Steel:

- 1<sup>st</sup> Coat: Tnemec Series 1 Omnithane @ 2.5-3.5 mils DFT.
- 2<sup>nd</sup> Coat: Tnemec Series N69 Hi-Build Epoxoline II @ 6.0-8.0 mils DFT.
- 3<sup>rd</sup> Coat Tnemec Series N69 Hi-Build Epoxoline II @ 6.0-8.0 mils DFT.

##### 2. Exposed Concrete:

- 1<sup>st</sup> Coat: Tnemec Series 218 Mortar Clad @ 125 mils DFT.

#### J. QA/QC:

1. After each application and prior to the next coat the Contractor shall inspect and verify that the mil thickness meets manufacturers requirements. Testing must be conducted by qualified personnel and by accepted industrial methods, standards and instrumentation. A written report must be submitted to the City and Engineer and verbal approval must be given prior to start of next coat. Testing shall be at no expense to the City.
2. Before final acceptance by the City a written summary of all activities performed must be submitted to include: dates of application(s) and product used, temperature(s) during application, weather conditions at time of application(s), mil thickness of each application, quantities used for each coat, applicators name, notes related to application or job, etc.

K. Workmanship:

A. General:

1. Mask all machinery nameplates and all machined parts not receiving a paint finish. Dripped or splattered paint shall be promptly removed. Lay drop cloths in all areas where preparation work and painting is being done to protect flooring and other work from all damage during the operation and until the finished job is accepted.
2. On metal surfaces apply each coat of paint at the rate specified by the manufacturer to achieve the minimum dry mil thickness required. If material has thickened or must be diluted for application by spray gun, the coating shall be built up to the same film thickness achieved with undiluted material. One gallon of paint as originally furnished by the manufacturer shall not cover a greater area when applied by spray gun than when applied unthinned by brush. Deficiencies in film thickness shall be corrected by the application of an additional coat(s).
3. On masonry, application rates will vary according to texture; however in no case shall the manufacturer's stated coverage rate be exceeded. On porous surfaces, it shall be the painter's responsibility to achieve a protective and decorative finish either by decreasing the coverage rate or by applying additional coats of paint.

B. Field Priming:

1. Steel members, metal castings, mechanical and electrical equipment to be painted shall receive one coat of primer before exposure to the weather, and this prime coat shall be the first coat as specified in the painting

schedule.

C. Field Painting:

1. All painting at the site shall be designated as Field Painting and shall be under the direct and complete control of the City and only skilled painters and specialists shall be used on the work.
2. All painting at the site shall be conducted during normal business hours (excluding holidays) – Monday through Friday, 7:00 AM to 3:00 PM.
3. The City of Rochester has developed and enforces a smoke free policy. The wastewater treatment facility site is considered a smoke free zone and smoking is only allowed in a designated area during break times. The contractor and its employees are expected and required to follow this policy while on site.
4. All paint shall be at room temperature before applying, and no painting shall be done when the temperature is below 60 degrees F, in dust-laden air, when rain or snow is falling, or until all traces of moisture have completely disappeared from the surface to be painted.
5. Successive coats of paint shall be tinted so as to make each coat easily distinguishable from each other with the final undercoat tinted to the approximated shade of the finish coat.
6. Finish coats shall not show brush marks or other irregularities. Undercoats shall be thoroughly and uniformly sanded with the type paper appropriate for the undercoats to remove defects and provide a smooth even surface.
7. Painting shall be continuous and shall be accomplished in an orderly manner so as to facilitate inspection.
8. All painting shall be performed by approved methods with number of coats modified as required to obtain the total dry film thickness specified. Spray painting shall be performed specifically by methods submitted and written approval by the manufacturer.
9. All surfaces to be painted as well as the atmosphere in which painting is to be done shall be kept warm and dry by heating and ventilation, if necessary, until each coat of paint has hardened. Any defective paint shall be scraped off and repainted in accordance with the City and manufacturer's direction.

10. Before final acceptance of the work, all damaged surfaces of paint shall be cleaned and repainted as directed by the City and in accordance with the manufacturer's recommendation.

D. Cleanup:

1. At all times keep the premises free from accumulation of waste material and rubbish caused by employees or work. At the completion of the painting, remove all tools, scaffolding, surplus materials and all rubbish from and about the buildings and site and leave the work area "broom cleaned" unless more exactly specified.
2. Upon completion, remove all paint where it has been spilled, splashed or splattered on all surfaces, including floors, fixtures, equipment, furniture, etc, leaving the work area ready for inspection.



## **I. INSTRUCTIONS TO BIDDERS**

### **A. Preparation of Bid Proposal**

1. The Bidder shall submit her/his proposal upon the 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 an 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.

## II. **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. 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 or appropriate (such as compatibility with existing equipment).

## III. **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.

### 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.

#### 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

- L. 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
- M. 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:  
\$5,000,000.00 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:**

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 Workmanships

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.

#### **IV. 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.

#### **V. 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.

**VI. MAINTENANCE OF PLANT OPERATION AND SEQUENCE OF CONSTRUCTION**

- A. The wastewater treatment facilities will be maintained in continuous operation by the City at all times during the entire construction period. The Contractor shall schedule and conduct his work such that it will not impede the quality any treatment process, create potential hazards to operating equipment and/or personnel, reduce the quality of the plant effluent, or cause odor or other nuisance.
- B. The City will continue to operate the treatment facilities during the construction period and will be responsible for maintaining effluent quality to comply with NPDES limits. The contractor shall fully cooperate with the City, coordinate the construction schedule with the City and Engineer, and provide the necessary labor, equipment, and materials to prevent interruption to flow and treatment. The City and Engineer have the right to modify or expand the schedule during construction to meet prevailing conditions.
- C. The contractor shall not make any alterations to affect operation of the treatment facility without giving two weeks prior written notice to the City and Engineer requesting authorization to proceed. Except as noted in scope of work, the City will perform all operation of existing valves or equipment.

- D. Operation of valve by the City may be limited to specific occasions of process limitations or unavailability of personnel. Delays caused by such limitations shall be expected and shall not be the basis for claim of extra costs by the Contractor.
- E. The work specified herein shall be accomplished at such times that will be convenient to the City. Overtime work by the Contractor to conform to these requirements shall be considered as normal procedure under this Contract, and the Contractor shall make no claim for extra compensation as a result thereof.
- F. Overtime work by the Contractor, which will require City personnel to be on site, may be limited on occasions because of unavailability of personnel. When the Contractor is on site City personnel will be required to be on site for the same duration of time. Determination of overtime and compensation shall be governed by City policy and contractual agreements. The Contractor shall be responsible for reimbursing the City in full any and all City personnel wages, benefits, taxes etc. that is due to the employee(s) and required by the City at existing pay rate(s). The normal workday shall be scheduled from 7:00 AM to 3:00 PM, Monday through Friday (excluding holidays). Written notice to the City and Engineer requesting authorization to proceed with overtime work must be submitted and pre-approved. The Contractor shall make no claim for extra compensation as a result thereof.
- G. Vehicular access for the City's personnel to the facility site and to all operating treatment units shall be maintained at all times.
- H. City personnel shall have access to all areas, which remain in operation.
- I. Portable water supply and sanitary facilities shall remain operational at all times.
- J. Provisions for accepting septage shall be maintained at all times. If the septage receiving facilities are unavailable, septage may be discharged at an alternate location approved by City and Engineer. All costs associated with alternate disposal, above those costs typically charged by the City's facility, shall be the responsibility of the Contractor.

## **VII. 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.



- i. Fails to begin work under Contract within the time specified in the notice to proceed.
- ii. Fails to perform the work with sufficient workmen and equipment, or with sufficient materials to assume prompt completion of said work.
- iii. 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.
- iv. Discontinues the prosecution of the work.
- v. Fails to resume work, which has been discontinued, within a reasonable time after notice to do so.
- vi. Becomes insolvent or has declared bankruptcy, or commits any act of bankruptcy or insolvency.
- vii. Makes an assignment for the benefit of creditors.
- viii. 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)