

### **INVITATION TO BID**

The City of Rochester, New Hampshire, will accept sealed bids for Process Instrumentation & Control Services to include water and sewer equipment in the City of Rochester.

“Sealed Bid, “Process Instrumentation & Control Services”

Bid # 09-50

City of Rochester, New Hampshire

31 Wakefield St.

Rochester, NH 03867

Attn :Purchasing Agent

All bids must be received no later than June 18, 2009 at 2:45 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. A mandatory walk through of both sites will be held on Thursday June 11, 2009 at 8:00 AM. All bidders will meet at the Wastewater Treatment Plant, 175 Pickering Road. All bidders accept for current contracted vendor for services must attend walk through.

**CITY OF ROCHESTER, NEW HAMPSHIRE  
BID SPECIFICATIONS  
PROCESS INSTRUMENTATION & CONTROL SERVICES**

This is a (3) three year bid, renewable each year. Minimum specifications are listed below. Work to include maintenance, service and calibration for water & sewer equipment. Work to include all materials, labor, tools and equipment to complete the project.

There is one department with two separate divisions participating in this bid, the Water Division and the Sewer Division. The following outlines the contact names, addresses, phone and fax numbers and associated work groups.

**There will be a mandatory walk through on June 11, 2009 at 8:00 AM. Contractor will meet at 8:00 AM at the Wastewater Treatment Plant, 175 Pickering Rd, Rochester, and will proceed to the Water Treatment Plant at 64 Strafford Road.**

**Public Works Department**

45 Old Dover Road  
Rochester, NH 03867  
Tel: 603-332-4096 - Fax 603-335-4352  
Director Melodie Esterberg

**Wastewater Group contact person**

David Green, Chief Plant Operator  
603-332-8950 - Fax 603-335-6940

**Water Treatment Group contact person**

Bob Gray, Chief Plant Operator  
603-335-4291 - Fax 603-335-9286

- 1) The company shall maintain and service all instruments and/or control equipment that is required to maintain normal operation of the treatment plant(s).
- 2) Maintenance service inspections, consisting of one (1) eight (8) hour day each, shall be rendered semi-annually. To be conducted during the months of April and October of each year. A report shall be left with City Staff on the day of services. This report will give a description of the inspection and all work performed.
- 3) It is required that new batteries be installed for all UPS and CPU controllers during the month of October in the First and Third year of the contract. To include, but not limited to, Administration building UPS (Ferrups 0800); UPS's located in each of the four (4) Local Control Panels; CPU controllers located in each of the four (4) Local Control Panels; Three (3) Disk Filter Control Panels; One (1) UV4000 Control Panel.
- 4) The owner reserves the right to require a specific Instrumentation Specialist, as long as said Specialist is employed by the Company.
- 5) The company will supply all labor, vehicles, tools, testing equipment and parts, which satisfy manufacturer's applicable requirements.
- 6) The company will be responsible for providing advance notification, a minimum of twenty-four (24) hours, to the facility managers of any service or maintenance activities.

- 7) In addition, the company will be responsible for maintaining a schedule governing all maintenance and inspection activities, i.e., the specific periodic tasks to be performed for each semi-annual inspection.
- 8) A copy of the schedule, which lists all scheduled Semi-Annual maintenance and inspection activities, must be submitted to the Public Works Department for review and approval.
- 9) Hardware maintenance during each semi-annual visit shall include at a minimum: Cleaning of case, mechanical mouse, keyboards, monitors (vacuum vents to clean), and testing and checking the power protection devices. Each PC and Laptop shall be opened and cleaned with special attention given to power supply fans, case, components and CPU fans. Components shall be sprayed with a blast of compressed air to loosen dust and a small vacuum shall be used to remove the dust.
- 10) In the event that during the period of this contract the Water Treatment Plant or the Wastewater Treatment Plant expand, upgrade and/or add additional hardware and/or software programs the company agrees that for extra work, if performed in accordance with the terms and provisions of the contract documents, they will accept compensation as stipulated herein.
- 11) In addition, the company quote should specify;
  - a. Labor billing rate for repair activities not covered under the fixed price activities-include straight time and overtime rates, and under what circumstances overtime rates are charged.
  - b. Mileage charges for repair activities not covered under the fixed price activities.
  - c. Policies if any, on pricing of replacement parts not covered under the fixed price activities.

## **1) CONTRACTOR CAPABILITIES – QUALITY ASSURANCE**

- A. The company shall perform all work necessary to select, furnish, configure, customize, debug, install, connect, calibrate (if required by the City), place into operation all hardware & software specified within specification form and to install all system software upgrades as required to keep systems updated and running within the manufactures supported versions to include but not limited to Intellution SCADA software, XLReporter, Win911 paging software, Modbus+, and Maintenance software programs.
- B. The company shall be a “systems house,” regularly engaged in the design and the installation of computer systems and their associated subsystems as they are applied to the municipal water or wastewater industry. For the purposes of this specification section, a “systems house” shall be interpreted to mean an organization that complies with all of the following criteria:
  1. Employs a registered professional Control Systems Engineer or Electrical Engineer to supervise or perform the work required by this specification section.

2. Employs personnel on this project who have successfully completed a manufacturers training course on the configuration and implementation of the specific programmable controllers, computers and software.
  3. Has performed work of similar or greater complexity on at least five (5) previous projects. Shall submit names, addresses, telephone numbers, and details of instrumentation.
  4. Has been in the water/wastewater industry performing the type of work specified in this specification section for a minimum of ten (10) years.
- C. The company shall maintain a fully equipped office/production facility with full-time employees capable of fabricating, configuring, installing, calibrating, troubleshooting, and testing the system specified herein. Qualified repair personnel shall be available and capable of reaching the facility within a twenty-four (24) hour period.
- D. Actual installation of a system or additional equipment need not be performed by the company's employees; however, the company shall be responsible for the on-site technical supervision of the installation. Written approval must be given by the City for any subcontractors.
- E. The company shall submit a statement of qualifications, relevant to the specifications proposed for this bid, that includes: equipment inventory, facility description, resumes of key personnel, experience references, and certifications.
- F. The company shall provide a list of telephone numbers, pager numbers, and cellular phone numbers where an Instrumentation Specialist can be reached at all times in the event of an emergency. Maximum thirty (30) minute call back time is required.

## **2) SCOPE OF WORK**

### **a) SEMI-ANNUAL MAINTENANCE SERVICE**

The scope of work under this contract shall include service of all equipment listed on the specifications for water and wastewater. All work to be scheduled between the normal work hours of 7:00 AM and 3:00 PM, Monday through Friday. Payment for this work shall be a lump sum figure including labor and any expenses. This report is to include work performed and work necessary to complete. It is required that as part of this service, the company shall perform services to correct documented problems to the system and all files must be backed up (two sets) to tapes and/or disks. Two sets of backup tapes and/or disks, for both the Water Treatment Plant and the Wastewater Treatment Plant, are required and shall be provided by company.

### **b) ON-CALL**

Included under this contract an additional two (2) days or sixteen (16) hours are required as call days, and can be utilized within each year of this contract at no

additional charge. The call days can be used anytime, days, nights and weekends for emergency service. Cost to include all travel and expenses.

**c) DEMAND SERVICE – STRAIGHT TIME**

Included under this contract is an hourly rate for service work requested by the customer which is not part of the SEMI-ANNUAL MAINTENANCE SERVICE described above. This rate shall include labor and expenses. Travel time shall be shown as a separate rate in the bid document.

**d) EMERGENCY SERVICE – OVERTIME**

Included under this contract is an hourly rate for service work requested by the customer for times outside of normal working hours (nights, weekends, holidays). The company agrees to provide service within 24 hours of notification. This rate shall include all labor and expenses. Travel time shall be shown as a separate rate in the bid document.

**e) PARTS**

Any parts required and authorized by the customer will be subject to a maximum markup as noted in the bid document. The company shall offer to provide the owner with maintenance services not identified on equipment list on specification form” to include, but not be limited to, the City’s wastewater pumping stations and water lift stations. The company shall advise the owner of all cost required to provide such services and receive authorization by the owner prior to commencing services. The owner shall have the right to purchase parts direct from the original equipment manufacturer or through the company. In such case where the company is authorized to furnish new parts, either for repair or 100% replacement, the owner cost shall be limited to a value equal to the company’s actual cost, including freight and other applicable miscellaneous charges plus the percent (%) profit margin noted in Appendix A of the Bid Quotation Form.

**3) TERM OF CONTRACT**

This contract must be approved by the Director of Public Works and shall become effective on July 1, 2009 and expire on July 1, 2012. This is a three (3) year bid, renewable each year. The bid shall remain in effect for one year, and may be renewed for two additional years based upon the following:

1) Satisfactory performance of the selected company as determined by the Director of Public Works, Chief Operator of the Wastewater Facility, and Chief Operator of the Water Treatment Facility; and 2) Mutual agreement between both the City of Rochester and the company selected.

**4) PAYMENT**

Two invoices for the SEMI- ANNUAL MAINTENANCE SERVICE, one for water and one for wastewater, described in paragraph 2.a shall be submitted upon the completion of this work.

Invoices for DEMAND SERVICE, EMERGENCY SERVICE, and PARTS described in paragraphs 2.b, 2.c, 2.d, and 2.e shall be submitted upon completion of this work.

A full written report, within 10 days of all services, must be completed for each visit and must be submitted prior to payment of invoice. This report shall include but is not limited to, the reason for the visit, all pieces of equipment serviced, results of troubleshooting activities and diagnosis, all changes that were made, equipment repairs with part numbers and service technician(s) name(s) that completed the work. A full and complete service report.

Battery replacement cost shall be submitted at time of purchase. Invoice with actual cost of batteries must be submitted at time of purchase (purchase price plus % mark up will be reimbursed) – installation cost shall be considered in contract bid price for Semi-Annual service.

**BID QUOTATION FORM**  
1 of 3 pages to be submitted**FIRST YEAR OF CONTRACT****TIME & MATERIAL RATES**  
**FOR MAINTENANCE & SERVICE****PRICE**

SEMI-ANNUAL SERVICE WASTE WATER	\$ _____
SEMI-ANNUAL SERVICE WATER	\$ _____
WASTEWATER ON-CALL SERVICE (16hours)	\$ _____
WATER ON-CALL SERVICE (16hours)	\$ _____
Battery Replacement Estimate	\$ _____
DEMAND SERVICES (Straight time)	\$ _____
DEMAND SERVICES (Over-time)	\$ _____
MILEAGE CHARGE	\$ _____
PARTS, PERCENT MARKUP	\$ _____

**SECOND YEAR OF CONTRACT****TIME & MATERIAL RATES**  
**FOR MAINTENANCE & SERVICE****PRICE**

SEMI-ANNUAL SERVICE	\$ _____
SEMI-ANNUAL SERVICE	\$ _____
WASTEWATER ON-CALL SERVICE (16hours)	\$ _____
WATER ON-CALL SERVICE (16hours)	\$ _____
DEMAND SERVICES (Straight time)	\$ _____
DEMAND SERVICES (Over-time)	\$ _____

**BID QUOTATION FORM**  
2 of 3 pages to be submitted

MILEAGE CHARGE \$ \_\_\_\_\_

PARTS, PERCENT MARKUP \$ \_\_\_\_\_

**THIRD YEAR OF CONTRACT**

**TIME & MATERIAL RATES  
FOR MAINTENANCE & SERVICE**

**PRICE**

SEMI-ANNUAL SERVICE \$ \_\_\_\_\_

SEMI-ANNUAL SERVICE \$ \_\_\_\_\_

Battery Replacement Estimate \$ \_\_\_\_\_

WASTEWATER ON-CALL SERVICE (16hours) \$ \_\_\_\_\_

WATER ON-CALL SERVICE (16hours) \$ \_\_\_\_\_

DEMAND SERVICES (Straight time) \$ \_\_\_\_\_

DEMAND SERVICES (Over-time) \$ \_\_\_\_\_

MILEAGE CHARGE \$ \_\_\_\_\_

PARTS, PERCENT MARKUP \$ \_\_\_\_\_

The equipment covered under this agreement includes:

- a) All equipment as defined and included in Operations & Maintenance Manual No.2035A040 dated May 2001, consisting of eleven (11) volumes.
- b) All the equipment as defined and included in the Wastewater Treatment Plant Upgrade and Expansion Contract No.96-1 in the following sections:
  - Section 13300 Process Instrumentation and Controls – General Provisions
  - Section 13301 Process Instrumentation and Controls – Products
  - Section 13302 Distributed Data Acquisition and Process Control System
- c) All equipment as defined and included in the Water Treatment Control System Specification
  - Section C6332 Control System Summary



**BID QUOTATION FORM**  
3 of 3 pages to be submitted

A mandatory site visit will be held on Thursday June 11, 2009 at 8:00 AM. All contractors / vendors are to meet at the Wastewater Treatment Plant, 175 Pickering Road and will proceed to the Water Treatment Plant at 64 Strafford Road. All bidders accept for current contracted vendor for services must attend walk through.

Was site visit attended, Yes or No: \_\_\_\_\_

Bidder Name: \_\_\_\_\_

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_  
signature

\_\_\_\_\_  
title

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)

## **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 of each partnership member must be shown; as a joint venture, the name and post office address of each must be shown; by a corporation, the name of the corporation and its business address must be shown, together with the name of the state in which it is incorporated, and the names, titles, and business addresses of the President, Secretary, and Treasurer.
4. All questions shall be submitted in writing to the Purchasing Agent within 7 days prior to the bid opening. The Purchasing Agent will then forward both the question and the City's response to the question to all prospective bidders.

### **IRREGULAR PROPOSALS**

Bid proposals will be considered irregular and may be rejected for any of the following reasons:

1. If the proposal is on a form other than that furnished by the Owner or if the form is altered or any thereof is detached.
2. If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
3. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
4. If the proposal does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items.

### **DELIVERY OF BID PROPOSALS**

When sent by mail, the sealed proposal shall be addressed to the owner at the address and in the care of the official in whose office the bids are to be received. All proposals

shall be filed prior to the time and at the place specified in the invitation for bids. Proposals received after the time for opening of the bids will be returned to the bidder, unopened. Faxed bid proposals are not acceptable.

### **WITHDRAWAL OF BID PROPOSALS**

A bidder will be permitted to withdraw his proposal unopened after it has been deposited if such request is received in writing prior to the time specified for opening the proposals.

### **PUBLIC OPENING OF BID PROPOSALS**

Proposals will be opened and read publicly at the time and place indicated in the invitation for bids. Bidders, their authorized agents, and other interested parties are invited to be present.

### **DISQUALIFICATION OF BIDDERS**

Either of the following reason may be considered as being sufficient for the disqualification of a bidder and the rejection of his proposal of proposals:

1. Evidence of collusion among bidders.
2. Failure to supply complete information as requested by the bid specifications.

### **AWARD AND EXECUTION OF CONTRACT**

#### **CONSIDERATION OF PROPOSALS**

1. Bids will be made public at the time of opening and may be reviewed only after they have been properly recorded. In case of discrepancy between the prices written in words and those written figures, the prices written in words shall govern. In case of a discrepancy between the total shown in the proposal and that obtained by adding the products of the quantities of items and unit bid prices, the latter shall govern.
2. The right is reserved to reject any or all proposals, to waive technicalities or to advertise for new proposals, if in the judgment of the City, the best interest of the City of Rochester will be promoted thereby.

#### **AWARD OF CONTRACT**

If a contract is to be awarded, the award will be made to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed as soon as practical after the bid opening. No bid shall be withdrawn for a period of (60) sixty days subsequent to the opening of bids without the consent of the City of Rochester. The successful bidder will be notified, by the form mailed to the address on his proposal, that his bid has been accepted and that he has been awarded the contract.

#### **CANCELLATION OF AWARD**

The City reserves the right to cancel the award of any contract at any time before the execution of such contract by all parties without any liability against the City.

### **BID EVALUATION**

In addition to the bid amount, additional factors will be considered as an integral part of the bid evaluation process, including, but not limited to:

1. the bidder's ability, capacity, and skill to perform within the specified time limits

2. the bidder's experience, reputation, efficiency, judgment, and integrity
3. the quality, availability and adaptability of the supplies and materials sold
4. bidder's last performance
5. sufficiency of bidder's financial resources to fulfill the contract
6. bidder's ability to provide future maintenance and/or services
7. Other applicable factors as the City determines necessary of appropriate (such as compatibility with existing equipment.)

### **CONDITIONS AT SITE**

Bidders must visit the site and shall be responsible for having ascertained pertinent local conditions, such as: location, accessibility and general character of the site of the building. The character and extent of existing work within or adjacent to the site, and any other work being performed thereon at the time of the submission of his bid.

### **LAWS, PERMITS AND REGULATIONS**

1. The Contractor shall obtain and pay for all licenses and permits as may be required of him by law, and shall pay for all fees and charges for connection to outside services, and use of property other than the site of the work for storage of materials or other purposes
2. The Contractor shall comply with all State and Local laws, ordinances, regulations and requirements applicable to work hereunder, including building code requirements. If the Contractor ascertains at any time that any requirement of this Contract is at variance with applicable laws, ordinances, regulations or building code requirements, he shall promptly notify the City of Rochester in writing.

### **CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE**

1. The Contractor shall deliver at the time of execution of the Contract, certificates of all insurance required hereunder and shall be reviewed prior to approval by the City of Rochester. The certificates of insurance shall contain the description of the Project, and shall state that the companies issuing insurance will endeavor to mail to the City of Rochester ten (10) days notice of cancellation, alteration or material change of any listed policies. The Contractor shall keep in force the insurance required herein for the period of the Contract. At the request of the City of Rochester, the Contractor shall promptly make available a copy of any and all listed insurance policies. The requested insurance must be written by a Company licensed to do business in New Hampshire at the time the policy is issued.
2. The City of Rochester, NH shall be listed as additional insured on all the Certificates of Insurance.
3. The Contractor shall require each Subcontractor employed on the Project to maintain the coverage listed below unless the Contractor's insurance covers activities of the Subcontractor on the Project.

4. No operations under this Contract shall commence until certificates of insurance attesting to the below listed requirements have been filed with and approved by the Department of Public 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:  
\$1,500,000.00 per occurrence, \$1,500,000.00 aggregate
  - c. Automobile Liability  
Limits of Liability - \$500,000.00 per accident
5. The Contractor shall indemnify, defend, and save harmless the City of Rochester and its agents and employees from and against any suit, action or claim of loss or expenses because of bodily injury. Including death at any time resulting there from, sustained by any person or persons or on account of damage to property, including loss of use thereof, whether caused by or contributed to by said City of Rochester, its agents, employees or others.

## ACCIDENT PROTECTIONS

It is a condition of this Contract, and shall be made a condition of each subcontract entered into pursuant to the Contract. That a Contractor and any Subcontractors shall not require any laborer or mechanic employed in the performance of the Contract to work in surroundings or under working conditions which are unsanitary hazardous or dangerous to health or safety. As determined by construction safety and health standards of the Occupational Safety and Health Administration, United States Department of Labor, which standards include, by reference, the established Federal Safety and Health regulations for Construction. These standards and regulations comprise Part 1910 and Part 1926 respectively of Title 29 of the Code of Federal Regulations and are set forth in the Federal Register. In the event any revisions in the Code of Federal Regulations are published, such revisions will be deemed to supersede the appropriate Part 1910 and Part 1926, and be effective as of the date set forth in the revised regulation.

## SUBCONTRACTS

1. Nothing contained in the Specifications or Drawings shall be construed as creating any contractual relationship between any Subcontractor and the City of Rochester. The Division or Sections of the Specifications are not intended to control the Contractor in dividing the work among Subcontractors or to limit the work performed by any trade.
2. The Contractor shall be as fully responsible to the City of Rochester for the acts and omissions of Subcontractors and of persons employed by him, as he is responsible

for the acts and omissions of persons directly employed by him.

## **PROTECTION OF WORK AND PROPERTY**

The Contractor shall, at all times, safely guard the City's property from injury or loss in connection with this Contract. He shall, at all times, safely guard and protect his own work and that of adjacent property from damage. All passageways, guard fences, lights and other facilities required for protection by State or Municipal laws, regulations and local conditions must be provided and maintained.

## **USE OF PREMISES AND REMOVAL OF DEBRIS**

The Contractor expressly undertakes at his own expense:

1. To take every precaution against injuries to persons or damage to property;
2. To comply with the regulations governing the operations of premises which are occupied and to perform his Contract in such a manner as not to interrupt or interfere with the operation of the Institution;
3. To perform any work necessary to be performed after working hours or on Sunday or legal holidays without additional expense to the City, but only when requested to do so by the City;
4. To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other Contractors;
5. Daily to clean up and legally dispose of (away from the site), all refuse, rubbish, scrap materials and debris caused by his operation. Including milk cartons, paper cups and food wrappings left by his employees, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
6. All work shall be executed in a workmanlike manner by experienced mechanics in accordance with the most modern mechanical practice and shall represent a neat appearance when completed.

## **MATERIALS AND WORKMANSHIP**

Unless otherwise specified, all materials and equipment incorporated into the work under the Contract shall be new. All workmanship shall be first class and by persons qualified in their respective trades.

Where the use of optional materials or construction method is approved, the requirements for workmanship, fabrication and installation indicated for the prime material or construction method shall apply wherever applicable. Required and necessary modifications and adjustments resulting from the substitution or use of an optional material or construction method shall be made at no additional cost to the City.

## **STANDARDS**

1. Materials specified by reference to the number, symbol or title of a specific standard, such as a Commercial Standard, a Federal Specification, Department's Standard Specifications, a trade association standard or other similar standard. Shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of advertisement, except as limited to type, class or grade or modified in such reference.

2. Reference in the Specifications to any article, device, product, material, fixture, form or type of construction by name, make or catalog number shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. In such cases the Contractor may, at his option, use any articles, device, product, material fixture, form or type of construction which, in the judgment of the City expressed in writing to all Bidders before opening of bids as an addendum, is an acceptable substitute to the specified.
3. Substitution During Bid Time: Whenever any particular brand or make of material or apparatus is called for in the Specifications, a Bidder's Proposal must be based upon such material or apparatus, or upon a brand or make which has been specifically approved as a substitution in an Addendum issued to all Bidders during the bidding time.
4. The intent is that the brand or make of material or apparatus which is called for herein establishes a standard of excellence which, in the opinion of the Consultant and Engineer, is necessary for this particular Project.
5. Substitution After Bid Opening: No substitutions will be considered after bids have been opened unless necessary due to strikes, lockouts, bankruptcy or discontinuance of manufacture, etceteras. In such cases, the Contractor shall apply to the City, in writing within ten (10) days of his realizing his inability to furnish the article specified, describing completely the substitution he desires to make.

## **EXTRAS**

Except as otherwise herein provided, no charge for any extra work or material will be allowed unless the same has been ordered, in writing, by the Director of Public Works.

## **GUARANTEE OF WORK**

1. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects result in from the use of inferior materials, equipment or workmanship for one (1) year from the Date of Final Acceptance.
2. Make good any work or material, or the equipment and contents of said building or site disturbed in fulfilling any such guarantee.
3. In any case, wherein fulfilling the requirements of the Contract or of any guarantee, should the Contractor disturb any work guaranteed under another contract, the Contractor shall restore such disturbed work to a condition satisfactory to the Director of Public Works. And guarantee such restored work to the same extent as it was guaranteed under such other contracts.
4. If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the City of Rochester may have the defects corrected and the Contractor shall be liable for all expense incurred.
5. All special guarantees applicable to definite parts of the work that may be stipulated in the Specifications or other papers forming a part of the Contract shall be subject to the terms of this paragraph during the first year of the life of such special guarantee.

**DEFAULT AND TERMINATION OF CONTRACT**

If the Contractor:

1. Fails to begin work under Contract within the time specified in the notice to proceed; or
2. Fails to perform the work with sufficient workmen and equipment, or with sufficient materials to assume prompt completion of said work; or
3. Performs the work unsuitably or neglects or refuses to remove materials or to perform a new such work as may be rejected as unacceptable and unsuitable; or
4. Discontinues the prosecution of the work; or
5. Fails to resume work, which has been discontinued, within a reasonable time after notice to do so; or
6. Becomes insolvent or has declared bankruptcy, or commits any act of bankruptcy or insolvency; or
7. Makes an assignment for the benefit of creditors; or
8. For any other causes whatsoever, fails to carry on the work in an acceptable manner the City of Rochester will give notice, in writing, to the Contractor for such delay, neglect, and default.

If the Contractor does not proceed in accordance with the Notice, then the City of Rochester will have full power and authority without violating the Contract to take the prosecution of the work out of the hands of the Contractor. The City of Rochester may enter into an agreement for the completion of said Contract according to the terms and conditions thereof, or use such other methods as in his opinion will be required for the completion of said Contract in an acceptable manner.

All extra costs and charges incurred by the City of Rochester as a result of such delay, neglect or default, together with the cost of completing the work under the Contract will be deducted from any monies due or which may become due to said Contractor. If such expenses exceed the sum which would have been payable under the contract, then the Contractor shall be liable and shall pay to the City of Rochester the amount of such excess.

**OBTAINING BID RESULTS**

Bid results will be posted after 48 hours on the City of Rochester's web site: [www.rochesternh.net](http://www.rochesternh.net) or will be available by request via e-mail at the following address: [purchasing@rochesternh.net](mailto:purchasing@rochesternh.net)