

REQUEST FOR PROPOSALS

The City of Rochester, New Hampshire is accepting sealed request for proposals for “The City Hall Heating System.” Rochester City Hall design build retrofit to include a high efficiency heating system, to improve energy efficiency and reduce emissions. RFP’S must be submitted in a sealed envelope plainly marked:

City Hall Heating System

RFP # 09-04

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

All Request for proposals must be received no later than “**August 7, 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, or emailing purchasing@rochesternh.net, or by contacting the Purchasing Agent at City Hall, 31 Wakefield Street, Rochester, NH 03867, (603) 335-7602. All bid questions must be submitted in writing (email preferred) to the Purchasing Agent. All bid proposals must be made on the bid proposal forms supplied, and the bid proposal forms must be fully completed when submitted.

There will be a mandatory walk through on July 24, 2008 at 9:00 AM. All interested parties should meet at the City Hall Lobby.

SCOPE OF WORK:

The selected bidder will provide the design, engineering, installation; project management, training, projected annual cost avoidance, and projected annual energy savings. The system design must be based around the following criteria; Failure to meet the minimum criteria will disqualify any prospective bidder.

Design build retrofit to include a high efficiency natural gas heating system with integration into the existing control system, to improve energy efficiency and reduction in emissions.

- Obtain and pay for all permits for the work to be completed on this project
- Furnish and install (1) High Efficiency hot water Natural Gas Boiler with a Maximum Input rating of 700 MBH and a Minimum Input Rating of 140 MBH. The boiler shall have 94.6% Thermal Efficiency Rating, Modulating Burner with 5:1 Turndown, ASME Stainless Steel Heat Exchanger, Direct-Vent Sealed Combustion, SMART SYSTEM Digital Operating Control, Low NOx Operation, Zero Clearances to Combustibles, Inlet & Outlet Temperature Sensors, Outdoor Air Reset Sensor, Contact on Any Failure, 10 Year Limited Warranty and Condensate Neutralization Kit. The Boilers Smart System Features shall include 2 Line, 16-Character LCD Display with Password Security, Built-In Cascading Sequencer, Building Management System Control, 0-10 VDC Input Control, Outdoor Reset, Night Setback, Pump Relay with Freeze Protection, Product Service Indicator and Field Connection Versatility.
- Furnish and install (1) Powerflame duel burner model CR1-GO-12 on existing Weil McLain hot water boiler. Include all mounting, refractory and parts necessary for a complete and functioning installation
- Furnish and install PVC flue from boiler to outside of building as required
- Furnish and Install new gas piping and valves from existing gas meter to new boiler and new dual fuel burner. Confirm with gas company meter and piping is correct size for new building load
- Furnish and install all new hot water heating piping and valves to provide a complete and operating project. Piping to be insulated with fiberglass insulation with ASJ jacket and PVC covers at fittings. Piping shall be arranged to allow the new 700,000BTU high efficiency boiler to be the primary boiler and the existing Weil McLain to be back up only
- Removal of existing steam radiators, traps and drip legs necessary to convert system to hot water
- Furnish and install hot water commercial baseboard cabinets and Fin-Tube in place of existing steam radiator, size to match heat load of existing radiator
- Furnish and install Honeywell self contained control valves on baseboard at each location
- Furnish and install all new hot water heating piping and valves to provide a complete and operating project from existing piping to new baseboard. Piping to be insulated with fiberglass insulation with ASJ jacket and PVC covers at fittings
- Furnish and install Bell and Gossett Pump or Taco pump for new baseboard circuit, properly sized for the heating hot water system
- Disconnection of existing boiler electrical power
- Furnish all electrical power and control wiring for the new installation
- Furnish and install new housekeeping pad for new boiler
- Include the removal of all debris from the site
- Furnish, install, and integrate boiler control system with Honeywell XL5000 system
- All equipment must be installed per manufacturer recommendations
- Check test and start new boiler system.

- System needs to be designed to allow for future alternative energy solutions such as cogeneration or thermal solar. As part of the technical evaluation owner will be looking to see how the SUBMITTER has enabled the design or future expansion
- Using actual energy building usage, provide energy calculations, project payback analysis and assumptions that are to be achieved with implementation of the SUBMITTER'S proposal
- Quantify the reduction in emissions specifically detailing the reduction in CO2 and other green house gases that will be achieved by implementing the SUBMITTERS proposal
- Stamped design drawing by a professional performance engineer licensed in the State of New Hampshire and under direct employment of SUBMITTER'S firm will be required and approved by the owner prior to installation

Upon Completion of the work the SUBMITTER will provide to Owner

- Provide three (3) sets of O&M manuals
- Training for the OWNER personnel regarding with the proper operation of the boiler and controls
- After one year from completion, SUBMITTER is to provide an energy analysis for the OWNER and validate energy reduction and project payback

The following outlines additional construction design criteria and information to be utilized within the proposal.

- A. The proposal price must be a guaranteed maximum price to provide a turn-key design build project including all design, engineering, project management, labor, material, training, projected cost avoidance, and reduction in emissions. The guaranteed maximum price is based upon the basis of design performance standards.
- B. Provide a detailed outline of your project management and implementation plan.
- C. Security measures, if required, during the construction phase will be the responsibility of the successful SUBMITTER.
- D. The SUBMITTER shall remove all the existing equipment that will not be reused in the new design. This work must be done to the satisfaction of the OWNER.

If a proposal includes any proprietary data or information that the respondent does not want disclosed to the public, such data or information must be specifically identified as such on every page, which it is found. Data or information so identified will be used by the OWNER solely for the purpose of evaluating proposals and conducting contract negotiations.

Final payment will not be made until all punch list items and the point-to-point inspections with the SUBMITTER have been completed.

Proposal Format

The proposal must be submitted in the format outlined in this section. Each proposal will be reviewed to determine if it is complete prior to actual evaluation. Failure to meet the requirements outlined herein will deem your proposal non-responsive. The OWNER is requiring 4 copies of the proposal.

To all requirements of this REQUEST FOR PROPOSAL.

- A. Provide an overview of your firm's capabilities and experience in performing the scope of work outlined herein.
- B. Provide the location of your firm's offices' along with a description outlining your staffing capabilities and proposed plan in handling on-going project support and warranty issues.
- C. Outline your ability in providing comprehensive maintenance services on the associated systems including; preventative maintenance, parts replacements, and emergency service. Maintenance and local support shall be handled by employees under direct employment of your firm.
- D. Provide proof of insurance outlining your coverage for worker's compensation, employer's liability, comprehensive general liability and automobile liability.
- E. Provide completed SUBMITTERS' qualification questionnaire.
- F. Provide sufficient documentation demonstrating your compliance with all requirements outlined in the REQUEST FOR PROPOSAL.

Technical Approach

The Itemized Scope of Work shall contain the following information about the respondent's technical approach to meeting the OWNERS performance standards:

- A. List the specific scope of work proposed for the new system, including a basis of design description.
- B. An outline of the proposed plan to support the technical basis of this design build project.
- C. An outline of the annual projected cost avoidance and projected energy savings for the associated energy conservation measures including SUBMITTERS energy calculations
- D. An outline of the improvements regarding reduction in emissions as a result of this project
- E. Additional information about the respondent's technical approach to the project may be included in the proposal.
- G. Provide signed technical proposal form.

Financial Aspects of the Proposal

The financial aspects of the proposal should contain the following information:

- A. Completed Price Proposal Form.
- B. Performance and payment bonds equal to 100% of SUBMITTERS' proposal price.
- C. Draft contract documents.
- D. Consideration that the design of all improvements shall account for minimizing the ongoing energy and operating costs associated with the new systems. The design shall also strive to maximize the useful life of the proposed system.

Ability to Implement the Project

This section of the proposal shall demonstrate the ability to carry out the project within the objectives stated herein.

- A. Provide a description of the project team. The description should include the bidder's team including subcontractors, vendors, equipment and other information to fully describe the team.
- B. Provide a description of the proposed project implementation plan as outlined in section 4c of the technical proposal information/requirements. The plan should include a project management and installation schedule outlining how the proposed plan will meet the installation requirements stated.

Evaluation Criteria

Evaluation Criteria / Basis of Award

The OWNER intends to make a single award to the responsible SUBMITTER whose proposal represents the best overall value to the OWNER, considering a detailed, impartial analysis of four major areas: 1) Proposal Presentation, Experience, & Qualifications 2) Technical Approach; 3) Financial Consideration and Net Economic Impact; 4) Ability to Implement the Project.

Proposal Evaluation

An initial evaluation will be performed on all proposals to identify any proposal so grossly deficient that a meaningful evaluation cannot be performed without significant additional information being submitted by the SUBMITTER. Any proposal identified as grossly deficient will be eliminated from competition and further evaluation. The remaining proposals will be evaluated and rated using the evaluation factors specified herein. The OWNER will base the selection on the following criteria utilizing the following point scale system to select the most qualified SUBMITTER. Contract award will be considered for the SUBMITTER who amasses the highest point total in the categories outlined below. The maximum number of base points is 100.

- A. Proposal Presentation, Experience & Qualifications: 30%
- B. Technical Approach: 30%
- C. Financial Considerations and Net Economic Impact: 30%
- D. Ability to Implement the Project: 10%

Submittal of Proposal

Each prospective SUBMITTER must furnish four (4) copies of the Request for Proposal Submittal Documents.

Proposals which do not conform to the required Proposal Form and the other proposal requirements will not be considered by OWNER.

TECHNICAL PROPOSAL FORM

CONTRACT IDENTIFICATION:

ROCHESTER CITY HALL DESIGN BUILD RETROFIT TO INCLUDE A HIGH EFFICIENCY HEATING SYSTEM, TO IMPROVE ENERGY EFFICIENCY and REDUCTION IN EMISSIONS

- 1.01 The undersigned SUBMITTER proposes and agrees, if this Proposal is accepted, to enter into an Contract with OWNER to perform all Work as specified or indicated in accordance with the terms, conditions and requirements of the Request for Proposal Documents.
- 2.01 SUBMITTER accepts all of the terms and conditions of the Request for Proposal Documents, including the on going requirements of the performance guarantee for the technical basis of design conditions as stated within the request for proposal. The Proposal will remain subject to acceptance for ninety (90) days after Proposal submission, or for such longer period of time that SUBMITTER may agree to in writing upon request of the OWNER.
- 3.01 In submitting this Proposal, SUBMITTER represents, as set forth in the Request for Proposal, that:
 - A. SUBMITTER has examined and carefully studied the Request for Proposal Documents, the other related data identified in the Request for Proposal Documents.
 - B. SUBMITTER has visited the Sites and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, and performance of the Work.
 - C. SUBMITTER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
 - D. SUBMITTER does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this proposal for performance of the Work at the price(s) and conditions bid and within the times and in accordance with the other terms and conditions of the Request for Proposal Documents.
 - E. SUBMITTER is aware of the general nature of work to be performed by the OWNER and others at the Site that relates to the Work as indicated in the Request for Proposal Documents.
 - F. SUBMITTER has correlated the information known to SUBMITTER, information and observations obtained from visits to the Site, reports and drawings identified in the Request for Proposal Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Request for Proposal Documents.
 - G. SUBMITTER has given ISSUING OFFICE written notice of all conflicts, errors, ambiguities, or discrepancies that SUBMITTER has discovered in the Request for Proposal Documents, and the written resolution thereof by ISSUING OFFICE is acceptable to Submitter.
 - H. The Request for Proposal Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Proposal is submitted.
- 4.0 SUBMITTER further represents that this Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; SUBMITTER has not directly or indirectly induced or solicited any other SUBMITTER to submit a false or sham Proposal; SUBMITTER has not solicited or induced any individual or entity to refrain from bidding. SUBMITTER warrants that neither it nor any of its agents or representatives has offered or given any gratuities to the Owner's, agents, or representatives to secure award of this Contract or to secure more favorable treatment with respect thereto.

Date:

Submitter's Signature:

Title:

SUBMITTER'S QUALIFICATION QUESTIONNAIRE

This document shall be filled in fully by the SUBMITTER and shall be submitted to the City of Rochester, New Hampshire along with your proposal.

The City of Rochester, New Hampshire will review information on this questionnaire in order to determine the qualifications of a prospective SUBMITTER prior to the award of contract.

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

Company Telephone: () _____

1. Is your organization a
_____ Corporation
_____ Limited Liability Company
_____ Partnership
_____ Individual
_____ Joint Venture
_____ Other
2. How many years has your organization been in business under its present business name?
_____ years.
3. Describe the product/service performed by your company.

4. If your organization is a corporation, answer the following:
 - A. Date of incorporation _____
 - B. State of incorporation _____
 - C. President's name _____
 - D. Vice-president's name(s) _____
 - E. Secretary or Clerk's name _____
 - F. Treasurer's name _____

Qualification Questionnaire (Cont.'d)

5. If your organization is a limited liability company, partnership or individual, answer the

following:

A. Date of formation or incorporation _____

B. Name and address of all members or partners. (If partnership, also state whether general or limited partnership).

6. If your organization is other than a corporation or partnership, describe the organization and list the names, titles, and address of all principles.

7. List energy retrofit projects similar to this one that your organization is currently working on. List the total contract amount, percent of completion and scheduled completion date of each project.

Project	Amount	% Complete	Completion Date

8. List trade references.

9. Briefly describe your local service capabilities (limit to one typewritten page).

INSTRUCTION TO BIDDERS

PREPARATION OF BID PROPOSAL

1. The Bidder shall submit her/his proposal upon the form(s) furnished by the City (attached). The bidder shall specify a unit price for each pay item for which a quantity is given and shall also show the products of the respective unit prices and quantities written in figures in the space provided for that purpose. The total amount of the proposal, written both in words and figures shall be obtained by adding the amounts of all bid items. All words and figures shall be in ink or typed.
2. If a unit price or lump sum bid already entered by the bidder on the proposal form is to be altered it should be crossed out with ink, the new unit price or lump sum bid entered above or below it, and initialed by the bidder, also with ink. In case of discrepancy between the prices written in words and those written in figures, the prices written in words shall govern.
3. The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, by one or more officers of a corporation, or by an agent of the contractor legally qualified and acceptable to the owner. If the proposal is made by an individual, his name and post office address must be shown, by a partnership the name and post office address of each partnership member must be shown; as a joint venture, the name and post office address of each must be shown; by a corporation, the name of the corporation and its business address must be shown, together with the name of the state in which it is incorporated, and the names, titles, and business addresses of the President, Secretary, and Treasurer.
4. All questions shall be submitted in writing to the Purchasing Agent. The Purchasing Agent will then forward both the question and the City's response to the question to all prospective bidders.

IRREGULAR PROPOSALS

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

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

DELIVERY OF BID PROPOSALS

When sent by mail, the sealed proposal shall be addressed to the City of Rochester, Purchasing Agent, 31 Wakefield Street, Rochester, NH 03867. All proposals shall be

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

WITHDRAWAL OF BID PROPOSALS

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

PUBLIC OPENING OF BID PROPOSALS

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

DISQUALIFICATION OF BIDDERS

Either of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of her/his bid proposal(s):

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

AWARD AND EXECUTION OF CONTRACT

CONSIDERATION OF PROPOSALS

1. Bids will be made public at the time of opening and may be reviewed only after they have been properly recorded. In case of discrepancy between the prices written in words and those written figures, the prices written in words shall govern. In case of a discrepancy between the total shown in the proposal and that obtained by adding the products of the quantities of items and unit bid prices, the latter shall govern.
2. The right is reserved to reject any or all proposals, to waive technicalities or to advertise for new proposals, if in the judgment of the City, the best interest of the City of Rochester will be promoted thereby.
3. Bid results will be available on the website at www.rochesternh.net within 48 hours of the bid opening.

AWARD OF CONTRACT

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

CANCELLATION OF AWARD

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

BID EVALUATION

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

1. The bidder's ability, capacity, and skill to perform within the specified time limits.
2. The bidder's experience, reputation, efficiency, judgment, and integrity.
3. The quality, availability and adaptability of the supplies and materials sold.
4. The bidder's past performance.
5. The sufficiency of bidder's financial resources to fulfill the contract.
6. The bidder's ability to provide future maintenance and/or services.
7. Any other applicable factors as the City determines necessary and appropriate (such as compatibility with existing equipment).

CONDITIONS AT SITE

Bidders shall be responsible for having ascertained pertinent local conditions, such as: location, accessibility and general character of 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 her/his bid.

LAWS, PERMITS AND REGULATIONS

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

CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

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

3. The Contractor shall require each Subcontractor employed on the Project to maintain the coverage listed below unless the Contractor's insurance covers activities of the Subcontractor on the Project.
4. No operations under this Contract shall commence until certificates of insurance attesting to the below listed requirements have been filed with and approved by the Department of Public Works, and the Contract approved by the City Manager.
 - a. Workmen's Compensation Insurance
Limit of Liability - \$100,000.00 per accident
 - b. Commercial General Liability
Limits of Liability
Bodily Injury: \$1,000,000.00 per occurrence, \$1,000,000.00 aggregate
Property Damage: \$500,000.00 per occurrence, \$500,000.00 aggregate
Combined Single Limit, Bodily Injury and Property Damage:
\$5,000,000.00 aggregate
 - c. Automobile Liability
Limits of Liability - \$500,000.00 per accident
5. The Contractor shall indemnify, defend, and save harmless the City of Rochester and its agents and employees from and against any suit, action or claim of loss or expenses because of bodily injury. Including death at any time resulting there from, sustained by any person or persons or on account of damage to property, including loss of use thereof, whether caused by or contributed to by said City of Rochester, its agents, employees or others.

ACCIDENT PROTECTIONS

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

SUBCONTRACTS

1. Nothing contained in the Specifications or Drawings shall be construed as creating any contractual relationship between any Subcontractor and the City of Rochester. The Division or Sections of the Specifications are not intended to control the

Contractor in dividing the work among Subcontractors or to limit the work performed by any trade.

2. The Contractor shall be as fully responsible to the City of Rochester for the acts and omissions of Subcontractors and of persons employed by her/him, as she/he is responsible for the acts and omissions of persons directly employed by her/him.

PROTECTION OF WORK AND PROPERTY

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

USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense:

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

MATERIALS AND WORKMANSHIP

1. Unless otherwise specified, all materials and equipment incorporated into the work under the Contract shall be new. All workmanship shall be first class and by persons qualified in their respective trades.
2. Where the use of optional materials or construction method is approved, the requirements for workmanship, fabrication and installation indicated for the prime material or construction method shall apply wherever applicable. Required and necessary modifications and adjustments resulting from the substitution or use of an optional material or construction method shall be made at no additional cost to the City.

STANDARDS

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

EXTRAS

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

GUARANTEE OF WORK

1. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the Date of Final Acceptance.
2. Make good any work or material, or the equipment and contents of said building or site disturbed in fulfilling any such guarantee.
3. In any case, wherein fulfilling the requirements of the Contract or of any guarantee, should the Contractor disturb any work guaranteed under another contract, the Contractor shall restore such disturbed work to a condition satisfactory to the Director of Public Works. And guarantee such restored work to the same extent as it was guaranteed under such other contracts.
4. If the Contractor, after notice, fails to proceed promptly to comply with the terms of

the guarantee, the City of Rochester may have the defects corrected and the Contractor shall be liable for all expense incurred.

5. All special guarantees applicable to definite parts of the work that may be stipulated in the Specifications or other papers forming a part of the Contract shall be subject to the terms of this paragraph during the first year of the life of such special guarantee.

DEFAULT AND TERMINATION OF CONTRACT

If the Contractor:

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

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

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

OBTAINING BID RESULTS

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