

## **INVITATION TO BID**

The City of Rochester, New Hampshire is accepting sealed bids for **Water & Sewer Inventory**. Bids must be submitted in a sealed envelope plainly marked:

### **Sealed Bid, Water & Sewer Inventory**

#### **Bid # 09-32**

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

All bids must be received no later than April 30, 2009 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.

## BID SPECIFICATIONS

## Scope of Services

1. The following pages, 2 through 9, are a large sampling of the materials used by the City of Rochester to maintain and repair the City’s water and sewer main lines and residential services. Please quote a price for each individual line item and specify the brand being quoted. ALSO three (3) complete parts listing ( with all parts available through vendor) with part numbers and pricing must be supplied within 1 week of award notice.
2. The prices quoted must include all delivery charges to the City of Rochester Stockyard or jobsite.
3. Deliver must be made between the hours of 7am – 2pm, on a designated day of the week.
4. When equipment/forks is necessary to off load a delivery truck, 24-hour advance notice is necessary.
5. Vendor selected must be able to respond to emergencies within 2 hours.
6. An after hours system must be in place for delivery or pickup of parts. The City of Rochester must be supplied with a direct telephone number or beeper number in the event of emergencies.
7. An open line of communication will be established by having sales associate make weekly visits to the Utilities Supervisor.
8. All parts & materials will meet applicable AWWA, ANSI, and ASTM latest version of said standard
9. All parts & materials must be made in the USA.
10. This will be considered an annual bid with pricing to be guaranteed 1 year from the date of award letter
11. Bidders must bid on bid forms supplied. However, if bidder has an alternate “Customer Service & Supply” program they would like considered, they may submit it along with these documents and it will be considered as an alternate.
12. If quoting meters, please quote pricing on SENSUS SR, ECR METERS, as the City of Rochester has standardized on these meters.
13. Bidders may bid on all or a portion of the following inventory list, however the above stipulations, items 2 through 12, must be met. Award may be split between more than one bidders.

WATER & SEWER INVENTORY

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

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

Phone: \_\_\_\_\_

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

Prices Good through date: \_\_\_\_\_

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

Print Name & Title: \_\_\_\_\_

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

EMERGENCY CONTACT/AFTER HOURS NUMBERS \_\_\_\_\_

All Bids are to be submitted on the forms within (pages 3 through 10), 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

ITEM #	DISCRIPTION	BRAND NAME	PRICE EACH
1	ADAP LEAD COMP 5/8"X3/4"		
2	ADAP LEAD COMP MSX3/4"		
3	ADAP LEAD COM RHX3/4"		
4	8 TPO PIPE DUCTILE 52 CL		
5	8 TPO PIPE DUCTILE 52 DC/DSC		
6	10 TPO PIPE DUCTILE 52 DC/DSC		
7	12 TPO PIPE DUCTILE 52 CL		
8	20 TPO PIPE DUCTILE 52 CL		
9	6 TPO GASKET		
10	8 TPO GASKET		
11	10 TPO GASKET		
12	12 TPO GASKET		
13	20 TPO GASKET		
14	1 QUART LUBE		
15	6 PE BACKING RING STEEL		
16	6 PE BACKING RING DI		
17	6 CLEAN-OUT ADAPT W/PLUG SWR		
18	6 CLEAN-OUT HUB ADAPT L/PLG SWR		
19	6X12 MJ DI SOLID SLEEVE		
20	20X15 MJ DI CB SOLID SLEEVE 350		
21	6 MJ SOLID CAP		
22	8X6 MJ DI HYD TEE CL		
23	8 MJ DI 90 BEND CL		
24	8X6 MJ DI RDUCER		
25	8X12 MJ DI SOLID SLEEVE		
26	8 MJ DI SOLID CAP		
27	10X6 MJ DI TEE CL		
28	10 FOSTER MJ ADAPTOR W/ACC		
29	10X12 MJ DI SOLID SLEEVE		
30	12 MJ DI TEE CL		
31	12X8 MJ DI TEE CL		
32	12X6 MJ TEE CL		
33	12 MJ DI 45 BEND CL		
34	12 MJ DI 22 ½ BEND CL		

ITEM #	DISCRIPTION	BRAND NAME	PRICE EACH
35	12X8 MJ DI REDUCER CL		
36	12 FOSTER MJ ADAPTOR W/ACC		
37	12X12 MJ DI SOLID SLEEVE		
38	12 MJ SOLID CAP		
39	12 MJ DI WYE CL		
40	16 MJ DI CB SOLID CAP 350		
41	¾ BRASS 90 ELBOW		
42	¾ BRASS THRD CPLG		
43	¾ BRASS PLUG		
44	1X4 ½ BRASS NIPPLE		
45	1X5 BRASS NIPPLE		
46	1X6 BRASS NIPPLE		
47	1 BRASS PLUG		
48	1X3/4 BRASS RED CPLG		
49	1 ¼ BRASS TEE		
50	1 ¼ BRASS THRD CPLG		
51	1 ¼ BRASS PLUG		
52	1 1/4X1 BRASS BUSH		
53	6 MJ DI RS VALVE		
54	8 MJ DI RS VALVE		
55	8 MJ DI RS TAP VALVE		
56	10X8 SS TAP SLEEVE 1105-1145		
57	10X6 SS TAP SLEEVE 1105-1145		
58	12 MJ DI RS VALVE		
59	12 MJ DI RS TAP VALVE		
60	20X12 SS TAP SLEEVE 2140-2180		
61	48IN HYDRANT FLAG 3/8 GALV		
62	4' GALV SPRING FLAG W/REFL STRIPS		
63	6W HYD TOP EXT		
64	W HYD COTTER PIN 1/4X1 ½ 8		
65	5 ¼ HYD K81A 5-6 OL 6MJ NST7		
66	5 ¼ HYD K81A 5-6 OR 6MJNST		
67	4 1/2X12 GUARDIAN HYD EXT K81A		
68	5 ¼ K81 SAFETY REPAIR KIT		
69	5 ¼ EDDY REPAIR KIT WD		
70	5 B84 HYD 5-6 OR 6MJNSTB41-3WAY		
71	5 B84 HYD 5-6 OR 6MJNSTB41-3WAY		
72	5 B84 HYD 6-0 OR 6MJNSTB41-3WAY		
73	5 ¼ B62 HYD REPAIR KIT 1986		
74	B84 HOUSING COVER 0R-OL 9		

ITEM #	DISCRIPTION	BRAND NAME	PRICE EACH
75	2 ½ HOSE NOZZLE NST 84-20-3		
76	HOSE NOZZLE 0-RING 84-2—4		
77	B84 HOSE CAPS 21		
78	B84 HOSE GASKET 22		
79	6 ROMAGRIP ACCESSORY PACK		
80	6 MJ GASKET KIT 3/4X4 N&B		
81	6 MJ DI GRIP RING ACCESSORY PACK		
82	8 ROMAGRIP ACCESSORY PACK		
83	8 MJ DI GRIP RING ACCESSORY PACK		
84	10 ROMAGRIP ACCESSORY PACK		
85	12 MJ DI GRIP RING ACCESSORY PACK		
86	12 ROMAGRIP ACCESSORY PACK		
87	16 ROMAGRIP ACCESSORY PACK		
88	20 MEGALUG ACCESSORY PACK DI		
89	VALVE BOX COVER WATER		
90	26/36 TF VALVE BOX W/CVR 664A		
91	26 VALVE BOX TOP TF		
92	36 VALVE BOX BASE BELL		
93	5 1/2X18 RITE RISE VB RISER		
94	5 1/4X6 BOX TOP EXT RD L/C		
95	5 1/4X12 BOX TOP EXT RD L/C		
96	EZ RISER COVER WATER		
97	6 EZ RISE SLIDE RISER		
98	12 EZ RISE SLIDE RISER		
99	5 1/4X1 VB RISER L/C STR		
100	5 1/4X2 VB RISER L/C STR		
101	5 1/4X3 FIXED TOP EXT L/C		
102	5 1/4X3 VB RISER L/C STR		
103	1 SERVICE BOX PLUG COVER ROPE		
104	1 SERVICE BOX PLUG REPAIR COVER		
105	4-5 SERVICE BOX L/C		
106	5-6 SERVICE BOX L/C		
107	9/16X30 SERVICE BOX ROD-		
108	1/2X36 SERVICE BOX ROD STAINLESS		
109	9/16X36 SERVICE BOX ROD		
110	5/8X30 SERVICE BOX ROD		
111	SERVICE BOX FOOT PIECE HEAVY		
112	1/6 SERVICE BOX EXT W/SCREW LC		
113	1X12 SERVICE BOX EXT W/SCREW LC		

ITEM #	DISCRIPTION	BRAND NAME	PRICE EACH
114	1X18 SERVICE BOX EXT W/SCREW LC		
115	3/4X60 K COPPER TUBE		
116	3/4X100 K COPPER TUBE		
117	1X60 K COPPER TUBE		
118	1X100 K COPPER TUBE		
119	2X40 K COPPER TUBE		
120	3/4 BALL CURB QUICK		
121	3/4 BALL CORP CCXQUICK		
122	3/4 CORP IPXCPPJ		
123	3/4 BALL CURB QUICK		
124	3/4 BALL CURB FIPXQUICK		
125	3/4 BALL CURB IP		
126	3/4 CPLG QUICK		
127	3/4 CPLG CPPJXIPPJ		
128	3/4 CPLG QUICKXIPPJ		
129	3/4 CPLG QUICKXFIP		
130	3/4 CPLG IPPJXFEIP		
131	3/4 CPLG QUICKXIP		
132	3/4 ADAPTER CPLG 6130CC		
133	1 BALL CORP CCXQUICK		
134	1 BALL CURB QUICK		
135	1 BALL CURB FIPXQUICK		
136	1 BALL CURB IP		
137	1 ADAPTER CPLG 6130CC		
138	1 CPLG IPPJXFEIP		
139	1 CPLG CPPJXMIP		
140	1 CPLG QUICKXMIP		
141	1 CPLG IPPJXMIP		
142	1 CPLG QUICKXIPPJ		
143	1 1/4 CPLG QUICKXFEIP		
144	1 1/4 CPLG QUICK X MIP		
145	1 1/4 CPLG QUICK		
146	2 BALL CORP CCXQUICK		
147	2 BALL CURB QUICK		
148	2 BALL CURB QUICKXFIP		
149	2 BALL CRUB FEIP		
150	2 CPLG QUICK		
151	5/8 SR ECR METER 100F W/PAD		

ITEM #	DISCRIPTION	BRAND NAME	PRICE EACH
152	5/8X3/4 SR ECR METER 100F W/PAD		
153	REMOTE METER WIRE 3-22GA		
154	5/8 SR ECR REGISTER 1000G		
155	5/8 METER GASKET RUBBER 3/40D		
156	3/4 SR ECR METER 100F W/PAD		
157	1 SR ECR METER 100F W/PAD		
158	1 SR ECR METER 100F W/PAD		
159	3/4 METER GASKET RUBBER 10D		
160	1 METER GASKET RUBBER 1 1/4OD		
161	1 1/2 SR ECR MTR 100F W/BRFL		
162	2 SR ECR METER 1000F W/PD&BFL		
163	2 SR ECR CONVERSION KIT 100F		
164	MXU 510R NP SINGLE PORT TC W/ITR		
165	MXU RADIO READ UNIT 505C DUAL PT		
166	MXU 510 SINGLE PORT NOW PIT		
167	2 COMP METER ECR 1—F W/BRLG		
168	2 TURBO ECR REM MTR 100F W/BRFL		
169	4-6 COM REGISTER ECR 1000F		
170	6 COMPOUND PISTON CHAMBER COMP		
171	6 COMPOUND MAIN FLG GSK ILL #72		
172	3/4 METER PREV 3/4FEIP		
173	1/2 CP SETTER PACK JOINT 1-SK		
174	3/4 CP SETTER PACK JOINT 1-3K		
175	4/8X3/4 #2 KORNERHORN L/C		
176	5/8-5/8X3/4 METER ADAPT RINGM		
177	3/4 METER CONN 3/4 MIP		
178	3/4 90 METER CONN 3/4 MIP		
179	3/4X1 VALVE HANDLE STR		
180	1 METER CONN 1 MIP		
181	3/4X6 LEAK CLAMP 105		
182	3/4X5 2 BOLT CPLG 105		
183	3/4X5 BOLT CPLG 105		
184	1X3 LEAK CLAMP 132		
185	1 1/4X5 BOLT CPLG 166		
186	2X8 SS1 REP CLAMP 235263		
187	2X6 SS1 REP CLAMP 235263		
188	2X12 SS1 REP CLAMP 684724		
189	6X8 SS1 REP CLAMP 684724		
190	6X12 SS1 TAP CLAMP 1CC 684724		
191	8X8 SS1 REP CLAMP 900040		
192	8X8 SS1 TAP CLAMP 3/4CC 900940		



ITEM #	DISCRIPTION	BRAND NAME	PRICE EACH
193	8X8 FS1 TP CLAMP 1CC 899939		
194	8 202M SADD;E 2CC 800863		
195	10X12 SS1 REP CLAMP 11041144		
196	10X12 SS3 REP CLAMP 11041224		
197	10X12 SS2 REP CLAMP 11401220		
198	10 202N SADDLE 2CC 11101212		
199	10 202N SADDLE 2CC 10001110		
200	10X8 XR501 DUCT CPLG 1070-1215		
201	12X10S REP CLAMP 14001440		
202	12X10D REP CLAMP 13141434		
203	12X12 SS1 REP CLAMP 12701310		
204	12X12 SS1 REP CLAMP 13151355		
205	12X12 SS1 REP CLAMP 1410450		
206	12X12 SS3 REP CLAMP 13141434		
207	12X12 SS3 REP CLAMP 13451465		
208	12X16 SS1 REP CLAMP 12701310		
209	12X16 SS1 REP CLAMP 13151355		
210	12X16 SS2 REP CLAMP 13151395		
211	12X16 SS3 REP CLAMP 13141434		
212	12X16 SS3 REP CLAMP 13451465		
213	12 202N SADDLE 2CC 13201438		
214	12 202N SADDLE 2IP 12001320		
215	12 STYLE 262 HYMAX CPLG 12401366		
216	24 BELL CLAMP 25802632		
217	880B FERROMAGNETIC LOCATOR		
218	DIGITAL LEAK DETECTOR DLD		
219	24 PAMREX DI CP F&GRATE		
220	32 PAMREX DI MH F&C DRAIN		
221	32 PAMREX DI MH F&C SEWER		
222	24 REXEL DI CB F&GRATE		
223	32 PAMREX DI MH F&C SEWER		
224	24 REXEL DI CP F&GRATE		
225	4 FLEXIBLE CPLG CLAY-CI/PVE		
226	4 FLEXIBLE CPLG CI/PVC		
227	6 FLEXIBLE CPLG AC/DI-CI/PVC		
228	6 FLEXIBLE CPLG CI/PVC		
229	8 FLEXIBLE CPLG CLAY-CI/PVC		
230	10 FLEXIBLE CPLG CI/PVC		
231	12 FLEXIBLE CPLG AC/DI-CI/PVC		
232	12 FLEXIBLE CPLG CI/PVC		
233	12 FLEXIBLE CPLG CLAY-CI/PVC		
234	15 FLEXIBLE CPLG CLAY-CI/PVC		

ITEM #	DISCRIPTION	BRAND NAME	PRICE EACH
235	6-12X4 FLEX SWR TEESADDLE		
236	5/16-1 1/8 RATCH-CUT MODEL 3790		
237	4 T HANDLE SB WRENCH PENT PW4		
238	5T HANDLE SB WRENCH RODEND RES		
239	24 REXEL DI CP F&GRATE		
240	4 FLEXIBLE CPLG CI/PVC		
241	6 FLEXIBLE E CPLG AC/DI-CI/PVC		
242	6 FLEXIBLE CPLG CI/PVC		
243	10 FLEXIBLE CPLG CI/PVC		
244	6-12X4 FLEX SWR TEE SADDLE		
245	5/16-1 1/8 RATCH-CUT MODEL 3790		
246	16 ADJ HANDLE HYD WRENCH		
247	B-1-1 1 CC TAP & DRILL 680540		
248	B-TOO QUIK REL SCR PLUG 3/4FC		
249	B-1 CHAIN TIGHTENING STUD		
250	B-1 CHAIN HOLDER		
251	3/4 CC TAP & DRILL B-B100		
252	30X4 MH FRAM LA324-5		
253	30 MH COVER DRAIN L32CC		
254	30 CB GRATE RD L32GA		
255	CASCADE CB FRAM LK450		
256	CASCADE CB GRATE L2422G1		
257	KENT SEAL FOR CONCRETE MH		
258	18X20 CMP PLAIN 16GA		
259	18 CMP BAND PLAIN 16GA		
260	36X20 CMP PLAIN 14GA		
261	4 FILTER SOCK PER FT		
262	4X250 PE PIPE HWY PERF W/SOCK		
263	12 SURE-LOK PE PIPE SILT-TITE		
264	12 SURE-LOK PE PIPE PER S-T		
265	15 SURE-LOK PE PIPE SILT-TITE		
266	15 SURE-LOK PE PIPE PERF S-T		
267	18 SURE-LOK PE PIPESILT-TITE		
268	18 SURE-LOK PE PIPE PERF S-T		
269	24 SURE-LOK PE PIPE SILT-TITE		
270	36 SURE-LOK PE PIPE SILT-TITE		
271	12 PE HIQ END SECTION		
272	4 HIQ SNAP CPLG		
273	12X4 HIQ SADDLE TEE		
274	12X4 HIQ SADDLE TEE		
275	15 HANCOR HIQ SPLIT COUPLER		

ITEM #	DISCRIPTION	BRAND NAME	PRICE EACH
276	15 PE HIQ END SECTION		
277	15X4 HANCOR SADDLE TEE		
278	18 HANCOR HIQ SPLIT COUPLER		
279	18 PE HIQ END SECTION		
280	LIT'L GULP HYDRANT PUMP		
281	3X30 RUBBER SUC HOSE		
282	3 STRAINER DIAPH		
283	SAW BLADE DUCTILE 1 IN-14		
284	14X1 EJP BLADE GP GPS14125		
285	PRESCOTT PLUG HYDRAULIC CEMENT		
286	20X12 SS INSTALL & TAP		
287	FIELD TEST METER		
288	ORANGE FLAG TAPE		
289	FIELD TESTER METER		
290	S75 STRAW BLANKET		
291	6111 WIRE STAPLE 1000/CTN		
291	ADAP LEAD FLARE 5/8"X3/4"RH		
293	ADAP LEAD COMP 5/8"X3/4" RH		
294	3/8X50' COIL 7X19 GALV CABLE		
295	3/8X100' COIL 7X19 GALV CABLE		
296	4 FLG FILLER PIECE/PER INCH		
297	6 TPO PIPE DUCTILE 52 CL		
298	8 TPO PIPE DUCTILE 52CL		

**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 and individual, firm, or corporation under the same or different name.
2. Evidence of collusion among bidders.
3. Failure to supply complete information as requested by bid specifications.

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.

### **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. DEFAULT AND TERMINATION OF CONTRACT**

- A. Cause – Any of the following reasons, but not limited to, may be cause for termination of the contract or agreement entered into between the City and vendor.
  - 1. Fails to begin work under Contract within the time specified in the notice to proceed.
  - 2. Fails to perform the work with sufficient workmen and equipment, or with sufficient materials to assume prompt completion of said work.
  - 3. Performs the work unsuitably or neglects or refuses to remove materials or to perform a new such work as may be rejected as unacceptable and unsuitable.
  - 4. Discontinues the prosecution of the work.
  - 5. Fails to resume work, which has been discontinued, within a reasonable time after notice to do so.
  - 6. Becomes insolvent or has declared bankruptcy, or commits any act of bankruptcy or insolvency.
  - 7. Makes an assignment for the benefit of creditors.
  - 8. For any other causes whatsoever, fails to carry on the work in an acceptable manner the City of Rochester will give notice, in writing, to the Contractor for such delay, neglect, and default.
    - a. If the Contractor does not proceed in accordance with the Notice, then the City of Rochester will have full power and authority without violating the Contract to take the prosecution of the work out of the hands of the Contractor. The City of Rochester may enter into an agreement for the completion of said Contract according to the terms and conditions thereof, or use such other methods as in his opinion will be required for the completion of said Contract in an acceptable manner.
    - b. All extra costs and charges incurred by the City of Rochester as a result of such delay, neglect or default, together with the cost of completing the work under the Contract will be deducted from any monies due or which

may become due to said Contractor. If such expenses exceed the sum which would have been payable under the contract, then the Contractor shall be liable and shall pay to the City of Rochester the amount of such excess.

**OBTAINING BID RESULTS**

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