

### **INVITATION TO BID**

The City of Rochester, New Hampshire is accepting sealed bids for "Water & Sewer Inventory" Bids must be submitted to the City at the address below in a sealed envelope plainly marked as follows:

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

**"Bid # 11-22"**

City of Rochester

31 Wakefield Street

Rochester, NH 03867

Attn: Purchasing Agent

All bids must be received no later than **"April 14, 2011"** at **2:15 p.m.** Actual bid opening will be at Rochester City Hall, 31 Wakefield Street in Rochester NH, at **2:30PM**. 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 8, 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 bid award notice.
2. The prices quoted must include all delivery charges to the City of Rochester Stockyard or jobsite (FOB Destination).
3. Deliver must be made between the hours of 7am – 2pm, on a designated day of the week.
4. Deliver must include off loading supplies to designated area. If assistance with equipment / forks is necessary the supplier / vendor is liable for condition of goods until safely off loaded.
5. Vendor selected must be able to respond to emergencies within 2 hours.
6. An after hours system must be in place for delivery to the City or pickup of parts by the City. The City of Rochester must be supplied with a direct telephone number or pager 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 for 1 full year from the date of award letter or other specified date, not to exceed one year.
11. Bidders must bid on bid forms supplied in bid document by the City. 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 water meters, please quote pricing on INVENSYS / 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 bidder.

ITEM #	DESCRIPTION	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	6 TPO PIPE DICTILE 52 CL		
5	8 TPO PIPE DUCTILE 52 CL		
6	10 TPO PIPE DUCTILE 52 CL		
7	12 TPO PIPE DUCTILE 52 CL		
8	16 TPO PIPE DUCTILE 52 CL		
9	20 TPO PIPE DUCTILE 52 CL		
10	24 TPO PIPE DUCTILE 52 CL		
11	6 TPO GASKET		
12	8 TPO GASKET		
13	10 TPO GASKET		
14	12 TPO GASKET		
15	16 TPO GASKET		
16	20 TPO GASKET		
17	24 TPO GASKET		
18	1 QUART LUBE		
19	6 PE BACKING RING STEEL		
20	6 PE BACKING RING DI		
21	6 CLEAN-OUT ADAPT W/PLUG SWR		
22	6 CLEAN-OUT HUB ADAPT L/PLG SWR		
23	6X12 MJ DI SOLID SLEEVE		
24	20X15 MJ DI CB SOLID SLEEVE 350		
25	6 MJ SOLID CAP		
26	8X6 MJ DI HYD TEE CL		
27	8 MJ DI 90 BEND CL		
28	8X6 MJ DI RDUCER		
29	8X12 MJ DI SOLID SLEEVE		
30	8 MJ DI SOLID CAP		
31	10X6 MJ DI TEE CL		
32	10 FOSTER MJ ADAPTOR W/ACC		
33	10X12 MJ DI SOLID SLEEVE		
34	12 MJ DI TEE CL		
35	12X8 MJ DI TEE CL		
36	12X6 MJ TEE CL		
37	12 MJ DI 45 BEND CL		
38	12 MJ DI 22 ½ BEND CL		

ITEM #	DESCRIPTION	BRAND NAME	PRICE EACH
39	12X8 MJ DI REDUCER CL		
40	12 FOSTER MJ ADAPTOR W/ACC		
41	12X12 MJ DI SOLID SLEEVE		
42	12 MJ SOLID CAP		
43	12 MJ DI WYE CL		
44	16 MJ DI CB SOLID CAP 350		
45	¾ BRASS 90 ELBOW		
46	¾ BRASS THRD CPLG		
47	¾ BRASS PLUG		
48	1X4 ½ BRASS NIPPLE		
49	1X5 BRASS NIPPLE		
50	1X6 BRASS NIPPLE		
51	1 BRASS PLUG		
52	1X3/4 BRASS RED CPLG		
53	1 ¼ BRASS TEE		
54	1 ¼ BRASS THRD CPLG		
55	1 ¼ BRASS PLUG		
56	1 1/4X1 BRASS BUSH		
57	6 MJ DI RS VALVE		
58	8 MJ DI RS VALVE		
59	8 MJ DI RS TAP VALVE		
60	10X8 SS TAP SLEEVE 1105-1145		
61	10X6 SS TAP SLEEVE 1105-1145		
62	12 MJ DI RS VALVE		
63	12 MJ DI RS TAP VALVE		
64	20X12 SS TAP SLEEVE 2140-2180		
65	48IN HYDRANT FLAG 3/8 GALV		
66	4' GALV SPRING FLAG W/REFL STRIPS		
67	6W HYD TOP EXT		
68	W HYD COTTER PIN 1/4X1 ½ 8		
69	5 ¼ HYD K81A 5-6 OL 6MJ NST7		
70	4 1/2X12 GUARDIAN HYD EXT K81A		
71	5 ¼ K81 SAFETY REPAIR KIT		
72	5 ¼ EDDY REPAIR KIT WD		
73	5 B84 HYD 5-6 OR 6MJNSTB41-3WAY		
74	5 B84 HYD 5-6 OR 6MJNSTB41-3WAY		
75	5 B84 HYD 6-0 OR 6MJNSTB41-3WAY		
76	5 ¼ B62 HYD REPAIR KIT 1986		
77	B84 HOUSING COVER 0R-OL 9		

ITEM #	DESCRIPTION	BRAND NAME	PRICE EACH
78	2 ½ HOSE NOZZLE NST 84-20-3		
79	HOSE NOZZLE O-RING 84-2—4		
80	B84 HOSE CAPS 21		
81	B84 HOSE GASKET 22		
82	6 ROMAGRIP ACCESSORY PACK		
83	6 MJ GASKET KIT 3/4X4 N&B		
84	6 MJ DI GRIP RING ACCESSORY PACK		
85	8 ROMAGRIP ACCESSORY PACK		
86	8 MJ DI GRIP RING ACCESSORY PACK		
87	10 ROMAGRIP ACCESSORY PACK		
88	12 MJ DI GRIP RING ACCESSORY PACK		
89	12 ROMAGRIP ACCESSORY PACK		
90	16 ROMAGRIP ACCESSORY PACK		
91	20 MEGALUG ACCESSORY PACK DI		
92	VALVE BOX COVER WATER		
93	26/36 TF VALVE BOX W/CVR 664A		
94	26 VALVE BOX TOP TF		
95	36 VALVE BOX BASE BELL		
96	5 1/2X18 RITE RISE VB RISER		
97	5 1/4X6 BOX TOP EXT RD L/C		
98	5 1/4X12 BOX TOP EXT RD L/C		
99	EZ RISER COVER WATER		
100	6 EZ RISE SLIDE RISER		
101	12 EZ RISE SLIDE RISER		
102	5 1/4X1 VB RISER L/C STR		
103	5 1/4X2 VB RISER L/C STR		
104	5 1/4X3 FIXED TOP EXT L/C		
105	5 1/4X3 VB RISER L/C STR		
106	1 SERVICE BOX PLUG COVER ROPE		
107	1 SERVICE BOX PLUG REPAIR COVER		
108	4-5 SERVICE BOX L/C		
109	5-6 SERVICE BOX L/C		
110	9/16X30 SERVICE BOX ROD-		
111	1/2X36 SERVICE BOX ROD STAINLESS		
112	9/16X36 SERVICE BOX ROD		
113	5/8X30 SERVICE BOX ROD		
114	SERVICE BOX FOOT PIECE HEAVY		
115	1/6 SERVICE BOX EXT W/SCREW LC		
116	1X12 SERVICE BOX EXT W/SCREW LC		

ITEM #	DESCRIPTION	BRAND NAME	PRICE EACH
117	1X18 SERVICE BOX EXT W/SCREW LC		
118	3/4X60 K COPPER TUBE		
119	3/4X100 K COPPER TUBE		
120	1X60 K COPPER TUBE		
121	1X100 K COPPER TUBE		
122	2X40 K COPPER TUBE		
123	3/4 BALL CURB QUICK		
124	3/4 BALL CORP CCXQUICK		
125	3/4 CORP IPXCPPJ		
126	3/4 BALL CURB QUICK		
127	3/4 BALL CURB FIPXQUICK		
128	3/4 BALL CURB IP		
129	3/4 CPLG QUICK		
130	3/4 CPLG CPPJXIPPJ		
131	3/4 CPLG QUICKXIPPJ		
132	3/4 CPLG QUICKXFIP		
133	3/4 CPLG IPPJXFEIP		
134	3/4 CPLG QUICKXIP		
135	3/4 ADAPTER CPLG 6130CC		
136	1 BALL CORP CCXQUICK		
137	1 BALL CURB QUICK		
138	1 BALL CURB FIPXQUICK		
139	1 BALL CURB IP		
140	1 ADAPTER CPLG 6130CC		
141	1 CPLG IPPJXFEIP		
142	1 CPLG CPPJXMIP		
143	1 CPLG QUICKXMIP		
144	1 CPLG IPPJXMIP		
145	1 CPLG QUICKXIPPJ		
146	1 1/4 CPLG QUICKXFEIP		
147	1 1/4 CPLG QUICK X MIP		
148	1 1/4 CPLG QUICK		
149	2 BALL CORP CCXQUICK		
150	2 BALL CURB QUICK		
151	2 BALL CURB QUICKXFIP		
152	2 BALL CRUB FEIP		
153	2 CPLG QUICK		
154	5/8 SR ECR METER 100F W/PAD		

ITEM #	DESCRIPTION	BRAND NAME	PRICE EACH
155	5/8X3/4 SR ECR METER 100F W/PAD		
156	REMOTE METER WIRE 3-22GA		
157	5/8 SR ECR REGISTER 1000G		
158	5/8 METER GASKET RUBBER 3/40D		
159	3/4 SR ECR METER 100F W/PAD		
160	1 SR ECR METER 100F W/PAD		
161	1 SR ECR METER 100F W/PAD		
162	3/4 METER GASKET RUBBER 10D		
163	1 METER GASKET RUBBER 1 1/40D		
164	1 1/2 SR ECR MTR 100F W/BRFL		
165	2 SR ECR METER 1000F W/PD&BFL		
166	2 SR ECR CONVERSION KIT 100F		
167	MXU 510R NP SINGLE PORT TC W/ITR		
168	2 COMP METER ECR 1—F W/BRLG		
169	2 TURBO ECR REM MTR 100F W/BRFL		
170	4-6 COM REGISTER ECR 1000F		
171	6 COMPND PISTON CHAMBER COMP		
172	6 COMPOUND MAIN FLG GSK ILL #72		
173	3/4 METER PREV 3/4FEIP		
174	1/2 CP SETTER PACK JOINT 1-SK		
175	3/4 CP SETTER PACK JOINT 1-3K		
176	5/8X3/4 #2 KORNERHORN L/C		
177	5/8-5/8X3/4 METER ADAPT RINGM		
178	3/4 METER CONN 3/4 MIP		
179	3/4 90 METER CONN 3/4 MIP		
180	3/4X1 VALVE HANDLE STR		
181	1 METER CONN 1 MIP		
182	3/4X6 LEAK CLAMP 105		
183	3/4X5 2 BOLT CPLG 105		
184	3/4X5 BOLT CPLG 105		
185	1X3 LEAK CLAMP 132		
186	1 1/4X5 BOLT CPLG 166		
187	2X8 SS1 REP CLAMP 235263		
188	2X6 SS1 REP CLAMP 235263		
189	2X12 SS1 REP CLAMP 684724		
190	6X8 SS1 REP CLAMP 684724		
191	6X12 SS1 TAP CLAMP 1CC 684724		
192	8X8 SS1 REP CLAMP 900040		
193	8X8 SS1 TAP CLAMP 3/4CC 900940		

ITEM #	DESCRIPTION	BRAND NAME	PRICE EACH
194	8X8 FS1 TP CLAMP 1CC 899939		
195	8 202M SADD;E 2CC 800863		
196	10X12 SS1 REP CLAMP 11041144		
197	10X12 SS3 REP CLAMP 11041224		
198	10X12 SS2 REP CLAMP 11401220		
199	10 202N SADDLE 2CC 11101212		
200	10 202N SADDLE 2CC 10001110		
201	10X8 XR501 DUCT CPLG 1070-1215		
202	12X10S REP CLAMP 14001440		
203	12X10D REP CLAMP 13141434		
204	12X12 SS1 REP CLAMP 12701310		
205	12X12 SS1 REP CLAMP 13151355		
206	12X12 SS1 REP CLAMP 1410450		
207	12X12 SS3 REP CLAMP 13141434		
208	12X12 SS3 REP CLAMP 13451465		
209	12X16 SS1 REP CLAMP 12701310		
210	12X16 SS1 REP CLAMP 13151355		
211	12X16 SS2 REP CLAMP 13151395		
212	12X16 SS3 REP CLAMP 13141434		
213	12X16 SS3 REP CLAMP 13451465		
214	12 202N SADDLE 2CC 13201438		
215	12 202N SADDLE 2IP 12001320		
216	880B FERROMAGNETIC LOCATOR		
217	DIGITAL LEAK DETECTOR DLD		
218	4 FLEXIBLE CPLG CLAY-CI/PVE		
219	4 FLEXIBLE CPLG CI/PVC		
220	6 FLEXIBLE CPLG AC/DI-CI/PVC		
221	6 FLEXIBLE CPLG CI/PVC		
222	8 FLEXIBLE CPLG CLAY-CI/PVC		
223	10 FLEXIBLE CPLG CI/PVC		
224	12 FLEXIBLE CPLG AC/DI-CI/PVC		
225	12 FLEXIBLE CPLG CI/PVC		
226	12 FLEXIBLE CPLG CLAY-CI/PVC		
227	15 FLEXIBLE CPLG CLAY-CI/PVC		
228	6-12X4 FLEX SWR TEE SADDLE		
229	4 FLEXIBLE CPLG CI/PVC		
230	6 FLEXIBLE CPLG AC/DI-CI/PVC		
231	6 FLEXIBLE CPLG CI/PVC		
232	10 FLEXIBLE CPLG CI/PVC		



ITEM #	DESCRIPTION	BRAND NAME	PRICE EACH
233	6-12X4 FLEX SWR TEE SADDLE		
234	KENT SEAL FOR CONCRETE MH		
235	18X20 CMP PLAIN 16GA		
236	18 CMP BAND PLAIN 16GA		
237	36X20 CMP PLAIN 14GA		
238	4 FILTER SOCK PER FT		
239	4X250 PE PIPE HWY PERF W/SOCK		
240	12 SURE-LOK PE PIPE SILT-TITE		
241	12 SURE-LOK PE PIPE PER S-T		
242	15 SURE-LOK PE PIPE SILT-TITE		
243	15 SURE-LOK PE PIPE PERF S-T		
244	18 SURE-LOK PE PIPESILT-TITE		
245	18 SURE-LOK PE PIPE PERF S-T		
246	24 SURE-LOK PE PIPE SILT-TITE		
247	36 SURE-LOK PE PIPE SILT-TITE		
248	12 PE HIQ END SECTION		
249	4 HIQ SNAP CPLG		
250	12X4 HIQ SADDLE TEE		
251	12X4 HIQ SADDLE TEE		
252	15 HANCOR HIQ SPLIT COUPLER		
253	15 PE HIQ END SECTION		
254	15X4 HANCOR SADDLE TEE		
255	18 HANCOR HIQ SPLIT COUPLER		
256	18 PE HIQ END SECTION		
257	SAW BLADE DUCTILE 1 IN-14		
258	14X1 EJP BLADE GP GPS14125		
259	PRESCOTT PLUG HYD CEMENT		
260	4" STYLE 262 HYMAX CPLG 425-511		
261	6" STYLE 262 HYMAX CPLG 622-748		
262	8" STYLE 262 HYMAX CPLG 854-980		
263	10" STYLE 262 HYMAX CPLG 10701200		
264	12" STYLE 262 HYMAX CPLG 12401366		
265	16" STYLE 262 HYMAX CPLG 17101920		
266	20" STYLE 232 HYMAX CPLG 21502360		
267	24" STYLE 232 HYMAX CPLG 23852595		
268	24 REXEL DI CB ROUND F&GRATE		
269	24 REXUS DI SQ CB F&G 4 FLG HNG		
270	24" REXUS DI SQ CB F&G 3FL RT HNG		
271	24" PAMREX DI MH F&C SEWER		
272	24" PAMREX DI MH F&C DRAIN		
273	32" PAMREX DI MH F&C SEWER		
274	32" PAMREX DI MH F&C DRAIN		

**WATER & SEWER INVENTORY**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

**EMERGENCY CONTACT/AFTER HOURS NUMBERS**

\_\_\_\_\_

All Bids are to be submitted on the forms within (pages 2 through 9), 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

## **INSTRUCTIONS 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 item listed.. 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 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.

### **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.

### **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.

### **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](http://www.rochesternh.net) within 48 hours of the bid opening.

### **AWARD OF CONTRACT**

The City holds the right, in its judgment, to award the contract to the bidder, which it feels is in the best interest of the City. If a contract is to be awarded, the Contractor/Vendor selection shall be based in part on possession of the necessary experience, organization, technical and professional qualifications, skills and facilities, reference checks, project understanding, approach, ability to comply with proposed or required time to completion or performance, licensing or certification, in good standing with Federal, State and Local agencies, possession of satisfactory record of performance, cost and to a 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. 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.

***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*** **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.

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**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](http://www.rochesternh.net) within 48 hours of the bid opening.