

INVITATION TO BID

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

"Sealed Bid, Instrumentation Maintenance and Calibration Services

"Bid # 12-46"

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

All bids must be received no later than **"June 21, 2012"** at **1:45 PM** Actual bid opening will be at Rochester City Hall, 31 Wakefield Street in Rochester NH, at **2:00 PM**. 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. A mandatory walk through of both sites for all companies unless currently under contract will be held on June 12, 2012 at 10:30 AM.. All bidders will meet at the wastewater Treatment Plant, 175 Pickering Road.

**CITY OF ROCHESTER, NEW HAMPSHIRE
BID SPECIFICATIONS FOR INSTRUMENTATION & CALIBRATION
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 (unless currently under contract) on June 12, 2012 at 10:30 AM. Contractors will meet at the Wastewater Treatment Plant, 175 Pickering Road, Rochester, and will proceed to the Water Treatment Plant at 64 Stafford Road.

Public Works Department

45 Old Dover Road
Rochester, NH 03867
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 selected company will provide maintenance and calibration services for water & sewer instrumentation and equipment.
- 2) At a minimum, the company quote must contain fixed pricing for performing the annual calibration activities discussed below.
- 3) The company will supply all labor, vehicles, tools, testing equipment and parts, which satisfy manufacturer's applicable requirements.
- 4) The company will be responsible for providing advance notification, a minimum of 24 hours, to the facility managers of any service or maintenance activities.

- 5) In the event that during the period of this contract the Water Treatment Plant, the Water Well Site, the Wastewater Treatment Plant or the Water and Wastewater Pump Stations expand, upgrade, and/or add additional instrumentation and/or equipment 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.
- 6) Prior to any extra work a proposal to include, scope, cost, and time frame shall be submitted by the contractor to the Director of Public Works for review and approval.
- 7) The owner reserves the right to require a specific Instrumentation Specialist, as long as said Specialist is employed by the company
- 8) 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.
- 9) It is required that the Annual Calibration Service be performed for all equipment and instrumentation during the months of August or September of each year.
- 10) In addition, the company quote should specify:
 - a. Labor billing rate for repair activities not covered under the fixed price activities ó include straight time and overtime rates, and under what circumstances overtime rates are charged.
 - b. Mileage chargers 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.
- 11) Qualified repair personnel shall be available and capable of reaching the facilities within a twenty-four (24) hour period for non-emergency services and shall be available and capable of reaching the facilities within a four (4) hour period for emergency services.

1) CONTRACTOR CAPABILITIES

All bidders shall supply evidence of having at least five (five) years experience on this type of instrumentation and other equipment covered by this contract. The experience demonstrated shall include the names of at least five (5) customers whom the contractor has similar contracts and details of instrumentation.

2) TEST EQUIPMENT

The following type of test, calibration, and troubleshooting devices (or equivalent) are expected to be used in the execution of this contract and must be documented by the bidder or contractor prior to this bid.

1. DRUCK Model DPI 603 pressure calibrator
2. TRANSMATION Model 1045 current generator
3. FOXBORO Intelligent Field Device Configurator Software
4. FISCHER & PORTER Model 55XC4000 Mag calibrator
5. FISCHER & PORTER MAG-X Mag calibrator

3) SCOPE OF WORK**a) ANNUAL CALIBRATION SERVICE**

The scope of work under this contract shall include annual calibration of all equipment listed as SCHEDULE A for wastewater and SCHEDULE B for water. 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. Certificate of Calibration required for each piece of equipment to be submitted within 30 days of service. It is required that as part of this service, all sensors and batteries be replaced for all listed gas monitoring devices and the price for such must be included (with required calibration gas) as part of the annual calibration service. Annual replacement of gaskets on both end covers of all Foxboro transmitters is required.

b) 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 ANNUAL CALIBRATION SERVICE described above. The company agrees to provide service within twenty-four (24) hours of notification. This rate shall include labor and expenses. Travel time shall be shown as a separate rate in the bid document.

c) 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. The company agrees to provide service with four (4) hours of notification. This rate shall include all labor and expenses. Travel time shall be shown as a separate rate in the bid document.

d) 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 SCHEDULE A and SCHEDULE B to include, but not be limited to the City's wastewater and water pumping stations and water well site. 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's 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.

4) TERM OF CONTRACT

This contract must be approved by the Director of Public Works and shall become effective on July 1, 2012 and expire on June 30, 2015.

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.

5) PAYMENT

Two invoices for the ANNUAL CALIBRATION SERVICE, one for water and one for wastewater, described in paragraph 3.a shall be submitted upon the completion of this work.

Invoices for DEMAND SERVICE, EMERGENCY SERVICE, and PARTS described in paragraphs 3.b, 3.c, and 3.d 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.

SCHEDULE "A"**WASTE WATER TREATMENT FACILITY & PUMP STATION INSTRUMENT**

#	Tag #	Manufacturer	Model #	Serial #	EGU	URL	LRU	DP Range	Location/Process
1	AIT-0101	INDUSTRIAL SCI.	7810-1722	N/A	50% LEL	50%	0	N/A	SCREENINGS BLDG
2	AIT-0102	INDUSTRIAL SCI.	7810-1748-0005	N/A	25%H2S PPM	25%	0	N/A	SCREENINGS BLDG
3	AIT	ATi	D12 w/ IR Sensor	N/A	50% LEL	50%	0	N/A	SCREENINGS BLDG
4	AIT-2020	GREAT LAKES			PPM	10	0	N/A	BASIN #1
5	AIT-2020	GREAT LAKES			PPM	10	0	N/A	BASIN #2
6	AIT-6011	GREAT LAKES			PPM	10	0	N/A	CONTACT CHAMBERD.O
7	FI-2003-1	MAGNIHELIC	N/A	N/A	SCFM	1220	0	0-36.03"	LAGOON AIR
8	FI-2003-2	MAGNIHELIC	N/A	N/A	SCFM	1220	0	0-36.03"	LAGOON AIR
9	FI-2--3-3	MAGNIHELIC	N/A	N/A	SCFM	1220	0	0-36.03"	LAGOON AIR
10	FI-2007	MAGNIHELIC	N/A	N/A	SCFM	2375	0	0-32.68"	LAGOON AIR
11	FI -2008	MAGNIHELIC	N/A	N/A	SCFM	2375	0	0-32.68"	LAGOON AIR
12	FI-2009	MAGNIHELIC	N/A	N/A	SCFM	2375	0	0-32.68"	LAGOON AIR
13	FI-20-10	MAGNIHELIC	N/A	N/A	SCFM	2375	0	0-32.68"	LAGOON AIR
14	FI-2011	MAGNIHELIC	N/A	N/A	SCFM	2375	0	0-32.68"	LAGOON AIR
15	FI-2-12	MAGNIHELIC	N/A	N/A	SCFM	2375	0	0-32.68"	LAGOON AIR
16	FI-2-15-1A	MAGNIHELIC	N/A	N/A	SCFM	305	0	0-37.52"	SIDE WALL AIR
17	FI-2015-1B	MAGNIHELIC	N/A	N/A	SCFM	305	0	0-37.52"	SIDE WALL AIR
18	FI-2015-1C	MAGNIHELIC	N/A	N/A	SCFM	305	0	0-37.52"	SIDE WALL AIR
19	FI-2015-1D	MAGNIHELIC	N/A	N/A	SCFM	305	0	0-37.52"	SIDE WALL AIR
20	FI-2015-2A	MAGNIHELIC	N/A	N/A	SCFM	305	0	0-37.52"	SIDE WALL AIR
21	FI-2015-	MAGNIHELIC	N/A	N/A	SCFM	305	0	0-37.52"	SIDE WALL AIR

	2B								
22	FI-2015-2C	MAGNIHELIC	N/A	N/A	SCFM	305	0	0-37.52"	SIDE WALL AIR
23	FI-2-15-2D	MAGNIHELIC	N/A	N/A	SCFM	305	0	0-37.52"	SIDE WALL AIR
24	FIT-1-1-	FOXBORO	SERIES 9300	99232419	GPM	7000	0	N/A	INFLUENT FLOW
25	FIT-200S-1	FOXBORO	IDP-10	99280123	SCFM	315	0	0-35.75"	BASIN #1
26	FIT-2--2-2	FOXBORO	IDP-10	99280133	SCFM	315	0	0-35.75"	BASIN #2
27	FIT-2--4	FOXBORO	IDP-10	99280129	SCFM	315	0	0-4.86"	BLOWER ROOM
28	FIT-2006	FOXBORO	IDP-10	99280134	SCFM	13000	0	0-33.07"	LAGOON AIR
29	FIT-3-3	FOXBORO	8230DP	N/A	SCFM	6000	0	0-10.00"	INFLUENT AIR FLOW
30	FIT-6013	MILLTRONICS	HYDRO RANGER	N/A	MGD	16	0	N/A	DFFLUENT PARSHALL FLUME
31	FIT-6020-1	FOXBORO	IDP-10	99280130	SCFM	250	0	0-5.48"	BLOWER ROOM
32	FIT-6020-2	FOXBORO	IDP-10	99280131	SCFM	250	0	0-5.48"	BLOWER ROOM
33	FIT-7007	FOXBORO	SERIES 9300	99232422	GPM	5000	0	N/A	RAS FLOW
34	FIT-7008	FOXBORO	SERIES 9300	99232421	GPM	5000	0	N/A	INTERMEDIATE FLOW
35	FIT-7009	FOXBORO	SERIES 9300	99232420	GPM	1000	0	N/A	WAS FLOW
36	FIT-7010	FOXBORO	SERIES 9300	99232423	GPM	7500	0	N/A	RECYCLE FLOW
37	PIT-205	FOXBORO	IAP-10	99280135	PISA	30	0	N/A	BLOWER ROOM
38	PIT-2017	FOXBORO	IAP-1-	99280135	PISA	25	0	N/A	BLOWER ROOM
39	PIT-2032	FOXBORO	IAP-10	99280137	PISA	25	0	N/A	BLOWER ROOM
40	TIT-2016	FOXBORO	RTT-2-	99280276	DEGF	150	0	N/A	BLOWER ROOM
41	TIT-2018	FOXBORO	RTT-20	99280277	DEGF	150	0	N/A	BLOWER ROOM
42	TIT-2031	FOXBORO	RTT-20	99270278	DEGF	200	0	N/A	BLOWER ROOM
43	LIT-5008-1	MILLTRONICS	HYDRO RANGER	N/A	FEET	9.5	0	N/A	MUD WELL #1
44	LIT-5008-	MILLTRONICS	HYDRO RANGER	N/A	FEET	9.5	0	N/A	MUD WELL #2

	2								
45	LIT-1-11	MILLTRONICS	AIR-RANGER	N/A	FEET	7.5	0	N/A	SODA ASH SILO
46	LIT-0200-A	MILLTRONICS	HYDRO RANGER	N/A	FEET	12	0	N/A	LAGOON #1
47	LIT-0200-B	MILLTRONICS	HYDRO RANGER	N/A	FEET	12	0	N/A	LAGOON #2
48	LIT-1-20-1	MILLTRONICS	HYDRORANGER	N/A	FEET	15	0	N/A	MAPLE STREETWET-WELL #1
49	LIT-1-20-2	MILLTRONICS	HYDRO RANGER	N/A	FEET	15	0	N/A	MAPLE STREET WET-WELL #2
50	LIT-4005	MILLTRONICS	HYDRO RANGER	N/A	FEET	5.25	0	N/A	HEADWORKS BYPASS WEIR
51	-	INDUSTRIAL SCI.	TMX412	MULTI-GAS MONITOR (4 GASES: OXY GENIH2S; CO)					PORTABLE
52	-	INDUSTRIAL SCI.	TMX412	MULTI-GAS MONITOR (4 GASES: OXY GENIH2S; CO)					PORTABLE
53	-	INDUSTRIAL SCI.	TMX412	MULTI-GAS MONITOR (4 GASES: OXY GENIH2S; CO)					PORTABLE
54	-	APPLIKON	ADI2011	TITROLYZI ALKALINITY ANALYSER					FILTER BLDG
55	-	APPLIKON	ADI 2018 HD	ION-ANALYZER AMMONIA ANALYSER					FILTER BLDG
56	-	GREAT LAKES	P53	PH/ORP ANALYZER					FILTER BLDG
57	-	MILLTRONICS	HYDRO RANGER		FEET				
58	FIT	Sierra	205i	V1006325	GPM	10,000	0	N/A	INFLUENT PUMP STATION FLOW
59	FIT	KRONE			GPM				WASHINGTON ST PUMP STATION

60	FIT	KRONE			GPM				FRONT ST PUMP STATION
61	FIT	KRONE			GPM				SOUTH MAIN ST PUMP STATION #1
62	FIT	KRONE			GPM				SOUTH MAIN ST PUMP STATION #2

SCHEDULE "B"**WATER TREATMENT PLANT / LIFT STATIONS / COCHECO WELL #1
TREATMENT FACILITY INSTRUMENT LIST**

#	TA G #	MANUFACT URER	MODEL#	SERIAL#	EGU	URL	LRU	DP RANGE	LOCATION/ PROCESS
1		GAS DETECTOR	M40						OFFIC WATER TREATMENT PLANT
2	-	FISCHER & PORTER	4" MAGNETIC FLOW METER						SAND FILTER BACKWASH FLOW
3	-	FISCHER & PORTER	4" MAGNETIC FLOW METER						CARBON FILTER BKWS FLOW
4	-	FISCHER & PORTER	12" MAGNETIC FLOW METER						RAW WATER FLOW
5	-	FISCHER & PORTER	12" MAGNETIC FLOW METER						FINISH WATER FLOW
6	-	FISCHER & PORTER	12" MAGNETIC FLOW METER						CARBON FILTER EFF. FLOW
7	-	HACH	1720B	LOW RANGE PROCESS TURBIDIMETE R					LABORATORY
8		HACH	1720B	LOW RANGE PROCESS TURBIDIMETE R					LABORATORY
9		HACH	1720B	LOW RANGE PROCESS TURBIDIMETE R					LABORATORY
10		HACH	1720B	LOW RANGE PROCESS TURBIDIMETE R					LABORATORY
11		HACH	1720B	LOW RANGE PROCESS TURBIDIMETE R					LABORATORY
12		GREAT LAKES	P53	PH ANALYZER					LABORATORY

13		GREAT LAKES	P53	PH ANALYZER					LABORATORY
14		HACH	CL17	CHLORINE ANALYZER					LABORATORY
15		HACH	CA610	FLUORIDE ANALYZER					LABORATORY
16		HACH	APA6000	ALKALINITY ANALYZER					LABORATORY
17		PRATT VALVE		FINISHED WATER					WATER TREATMENT PLANT BASEMENT
18		PRATT VALVE		RAW WATER					INTAKE BUILDING

SCHEDULE C**COCHECO WELL #1 TREATMENT FACILITY**

#	TAG #	MANUFACTURER	MODEL#	SERIAL#	EGU	URL	LRU	DP RANGE	LOCATION/ PROCESS
19		NEW UNKNOWN	NEW UNKNOWN	CHLORINE ANALYZER / PRE					COCHECO WELL #1 TREATMENT PLANT
20		NEW UNKNOWN	NEW UNKNOWN	CHLORINE ANALYZER/POST					COCHECO WELL #1 TREATMENT PLANT
21		NEW UNKNOWN	NEW UNKNOWN	FLUORIDE ANALYZER					COCHECO WELL #1 TREATMENT PLANT
22		NEW UNKNOWN	NEW UNKNOWN	RAW WATER MAGNETIC FLOW METER					COCHECO WELL #1 TREATMENT PLANT
23		NEW UNKNOWN	NEW UNKNOWN	FINISH WATER MAGNETIC FLOW METER					COCHECO WELL #1 TREATMENT PLANT
24		NEW UNKNOWN	NEW UNKNOWN	PH METER					COCHECO WELL #1 TREATMENT PLANT

BID QUOTATION FORM
1 OF 1 PAGES TO BE SUBMITTED

Times & Material Rates for Maintenance & Service	YEAR ONE PRICING FY 2013	YEAR TWO PRICING FY 2014	YEAR THREE PRICING FY 2015
Annual Calibration Service Wastewater Schedule A (see attached)			
Annual Calibration Service Water Schedule B & C (see attached)			
Demand Services (straight time)			
Emergency services (overtime)			
Mileage Charge			
Parts, Percent Markup			

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

Was site visit attended, Yes or No: _____

Bidder Name: _____

Bidder Address: _____

Telephone: _____ Cell Phone: _____

Fax#: _____ E-Mail: _____

 Signature

 Title

 Date

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. All 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 known 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.

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

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 or other claim 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. 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 with bid documents; certificates of all insurance required hereunder. The certificate 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, \$200,000.00 aggregate
Combined Single Limit, Bodily Injury and Property Damage:
\$2,000,000.00 aggregate
 - c. Automobile Liability
Limits of Liability - \$500,000.00 per accident.
 - d. 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 the time frames included in specifications; 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.