

## **INVITATION TO BID**

The City of Rochester, New Hampshire is accepting sealed bids for an **“Interior & Exterior Security Camera System”** at our Community Center and Hanson Pines Pool Facility. Bids must be submitted in a sealed envelope plainly marked:

### **Interior & Exterior Security Camera System Bid # 17-13**

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

All bids must be received no later than **“August 25, 2016”** at **2:30 PM** Actual bid opening will be at Rochester City Hall, 31 Wakefield Street in Rochester NH, at **2:45 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](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. Bidders are to monitor website for addendums, and postings of all bid questions and answers. 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 site visit to review the requirements for the proposed Interior & Exterior Camera System will be held on Wednesday August 10, 2016 at 10:00 am.** Bidders will meet at Rochester Community Center located at 150 Wakefield St, Rochester, NH 03867. All prospective Bidders must attend in order to have their bids considered.

The City will provide a map of the facilities during the mandatory site visit that can be used for guidance in where proposed security cameras will be located.

### SCOPE OF WORK:

The purpose of this design is to provide The City of Rochester's Community Center and a nearby city pool location a new network designed digital surveillance system allowing for the ultimate coverage of the desired areas. This solution should be compatible with the current system at the City of Rochester Police Station (Exacq).

The scope of work identifies the need for 32 cameras as discussed below. 30 cameras are proposed for the Community Center, with 2 cameras proposed for the Hanson Pines Pool Facility. Bid proposal should clearly comment on the sufficiency of the proposed camera locations, as currently suggested. Any alternatives must be clearly stated, along with corresponding pricing and justification.

Additionally, please provide an Alternate Bid Price for the addition of any cameras in excess of the 32 as currently proposed. Pricing would be on a Per-Each basis, assuming the installation of no more than a maximum of 5 additional cameras. This option is being requested in anticipation that a building tenant of the Community Center may wish to install a camera(s) for their sub-leased area.

Specifications, details, or cut-sheets of the proposed cameras must be provided with the bid submission. The City reserves the right to make a bid award on the basis of what it deems will be in its best interest in regards to quality, operability, and cost.

Please see the following scope of work and associated locations:

#### Head End (Recreation Department Wire Closet):

- Wall mounted server rack
- 48 port patch panel
- 48 Port PoE Switch
- Battery Backup
- Server
- Rackmount Rail Kit

Parking Lot: Two (2) 180 degree cameras to view the parking lot. These cameras will be wall mounted, as well as use the existing cable provided by the Rochester Community Center.

Back Parking Lot: One (1) 180 degree camera to view the back lot of the property. This camera will be wall mounted, as well as use the existing cable provided by the Rochester Community Center.

Tennis Court View: One (1) 180 degree camera to view the parking lot facing/near the view of the tennis courts. This camera will be wall mounted, as well as use the existing cable provided by the Rochester Community Center.

Playground View: One (1) fixed day/night dome to view the area located near the playground. This camera was specified due to the lack of light along the back exterior as well as the

playground itself. This camera will be wall mounted, as well as use the existing cable provided by the Rochester Community Center.

Front Parking: One (1) fixed, vandal resistant dome to view the front parking lot of the building. Wall mount and pendant kit for proper exterior mounting. Also, one (1) network dome camera with mounts. There is an existing cable at the current camera location.

Gymnasium: Four (4) domes for coverage of the gymnasium. These cameras will be wall mounted, as well as use the existing cable provided by the Rochester Community Center.

Locker Room Location: One (1) dome camera. Mounting of this camera, as well as using the existing cable provided by the Rochester Community Center.

Main Entrance Vestibule: One (1) dome camera. Mounting of this camera, as well as using the existing cable provided by the Rochester Community Center.

First Floor Hallway Locations: Based off the drawings provided, provide and install ten (10) new Network Dome Cameras. Use existing cable in the current locations, however, in cases of a location change, provide the necessary cable.

Community Room: One (1) dome camera. This camera will be facing the back door location with the appropriate location based off light as determined from the initial walk thru. Mounting of camera, as well as using the existing cable provided by the Rochester Community Center.

Maintenance Shop: Two (2) Network Domes. Mounting of devices and the cable needed as well.

Second Floor Hallway Locations: Four (5) cameras to view the long hallways and spaces needed by the bathrooms. Mounting of these cameras, as well as using the existing cable provided by the Rochester Community Center. Provide cabling for new locations.

Hanson Pines Pool Location: Two (2) fixed dome cameras to view the two pools. Wireless bridge to bring pool camera feeds back to the Community Center camera IP server system.

All work shall confirm to City of Rochester Code requirements, as can be found at the weblink below:

<http://www.rochesternh.net/building-zoning-and-licensing-services/pages/codes-currently-enforced>

Please note references to New Hampshire State Building Code (2009 IBC w/ NH amendments), National Electric code 2014, and Life Safety Code NFPA 101, 2009 Edition.

## Specifications - Video Document

## 1. IP Server

- a. The camera feeds must be viewable in the Rochester Police Department Dispatch center. The Dispatch center currently uses Exacq. **Please include licensing costs for viewing in Exacq at Dispatch if required.**
- b. The Server must be capable of storing 30 days of on motion camera recordings.
- c. The Server shall be designed to run on a Windows platform, supporting both Desktop and Server class operating systems including Windows7, 2008r2, and 2012.
- d. Server shall run as a Window's Service. This service shall run as part of the local service account. This service shall be running as long as the system is booted and has started Windows. It shall not require the user to be logged in.
- e. The service shall connect to the camera and handle streaming to the server. It shall not require each client to connect to individual cameras.
- f. This service shall allow the cameras to be placed on one network and the clients on a separate network using a different IP range.
- g. The software shall support virtual cameras within a single camera license.
- h. The Server shall record the video streams from different cameras.
  - i. Each camera will have the option to be able to be stored in different locations (i.e. One locally, another on a NAS, a third on a different network share)
- i. The Server shall support the use of imported maps to show camera placement. These maps will be in .jpg, .gif, or .bmp formats as determined by the user.
- j. The Server shall not require the administrator to contact the manufacturer to replace a camera.
- k. The Server shall support reporting to a diagnostic tool.
  - i. The server will report the number of active cameras.
  - ii. The server shall report active cameras offline.
  - iii. The amount of disk space left.
  - iv. The recording status of the server.
- l. The server shall support pre-motion and post motion recording.
- m. The server shall support an unlimited number of users.
  - i. There will be different levels of user.
  - ii. Users can be members of a group with settings set for the group. Individual user settings can override the group settings.
  - iii. Permissions can be set for live viewing, access to recorded video, the ability to export video, facility maps and rules. Permissions can be defined on a per camera basis.
- n. Rules shall be included to allow the server to handle more complex tasks.
  - i. Triggers will include:
    1. Motion detection of a camera stream.
    2. Scheduled events. Events can be scheduled on daily, weekly, or monthly basis. Individual events can be handled as well.
  - ii. Actions will include:
    1. Logging the event.

2. Sending an e-mail with a custom text message tied to the trigger. Multiple texts will be allowed for different triggers.
  3. Sending an e-mail with an .avi clip from a selected camera.
  4. Sending an e-mail with a .jpg of a selected event from a camera.
  5. Opening a live window for a user who is viewing.
  6. Switching single camera or layout views.
- iii. Dewarping of Panoramic shall be supported for the cameras specified in the proposal.

## 2. Monitor Stations

- a. The monitor stations will be thick clients running Windows 7, 8.1, or 10 for viewing live and recorded video, along with handling administrative tasks.
- b. The software shall not require a client license to operate.
- c. The Monitor Station will display the servers it's connected to along with the server's cameras in a tree view on the left hand side.
  - i. The tree view will allow the user to see the status of the servers that the instance of the monitor station is aware of.
  - ii. There will be an option to hide the tree on start up of the monitor station.
- d. Live view will allow views of 1, 4, 9, 16, 25 and 36 cameras.
  - i. Layouts will be selectable via icon or keyboard function keys.
  - ii. Users will be able to get any combinations of layouts to cycle through on the main screen.
  - iii. Layouts shall be able to be put into groups.
- e. Live view will support a full screen mode that hides the UI.
- f. Live view shall allow the user to de-warp the video from panoramic lenses and cameras.
- g. Recorded video will be able to be accessed by right clicking the live view, or expanding the camera in the tree view, or by opening the media player via the pull down menus.
- h. The Media player shall support the following functionality:
  - i. The ability to fast forward and rewind video at at least 16x normal playback speed.
  - ii. The ability to generate clips of recorded video. The clips can be defined by either frame numbers or by the use of slider bars or by time stamp visible on the player.
  - iii. The ability to save video directly to a CD or to a local hard drive or network share.
  - iv. If motion detection and logging are enabled, a timeline of video will be displayed. The user will be able to zoom in on the timeline and use it to select where video will start playing from.
  - v. Users will have access to a motion log which will show motion events and how long they occurred for. Clicking on the entry will start the video from the appropriate spot.
  - vi. The player will support digital zoom where applicable to camera capabilities.

- vii. The User shall have the option of forcing export of video as the native codec of the camera or MJPEG.
    - viii. User will have the option to burn time-date into the video as a clip.
    - ix. Users will be able to grab a snapshot of the recorded video.
  - i. The Monitor Station will be able to display logging information, such as changes to the server, lost camera signals, who exported recorded video, when did users log-on/off and other errors. This functionality will be limited to administrative users. The log will be exportable as txt or to the Windows clipboard.
  - j. The Monitor Station shall also provide real time status updates for server status and camera status, including the CPU usage, disk usage, bandwidth usage, licensing and number and names of users who are logged in.
  - k. The system will support an Alarm Log.
  - l. Facility maps will be available in the software for viewing.
    - i. When the user hovers over a camera in the facility map it will display that camera.
  - m. The Monitor Station will support Layout touring. Selecting a layout will cycle through a list of cameras.
3. Web Client
- a. The Web Client will be a thin client, using an MJPEG streaming method.
  - b. It shall support IE, Firefox, Safari, Chrome and Opera.
  - c. It will not be limited to Windows platforms only.
  - d. It will not require a license.
  - e. Users will not be able to change any settings within the server via the thin client.
  - f. Users will be able to select layouts for live viewing, or individual cameras or groups of cameras.
  - g. Users will be able to access recorded video.
  - h. Users will be able to download recorded video from the system.
  - i. Users will be able to use the motion log to find recorded video.
  - j. The Web Client shall support the use of facility maps.
  - k. The Web client shall allow remote access for iPhone, Blackberry, Windows Mobile, and Android mobile phones without the installation of an app.
4. Health Monitor
- a. The "Health Monitor" will listen for reports given by the service as to its status.
  - b. If the Health Monitor detects anything abnormal, it will give a visual display through a web front end, or by sending out an e-mail to one or more users.
  - c. It will be hosted locally.
5. iPhone/iPad application
- a. The iPhone/iPad application shall not require a license to operate.
  - b. The app will have access to live cameras.
  - c. The app will have access to recorded video.
  - d. Facility map functionality will be available.
  - e. Users will be able to make a clip from the app.
  - f. Snapshots will be able to be e-mailed from the app.

6. Android Application.

- a. The Android application shall not require a license to operate.
- b. The app will have access to live cameras.
- c. The app will have access to recorded video.
- d. Facility map functionality will be available.
- e. Users will be able to make a clip from the app.
- f. Snapshots will be able to be e-mailed from the app.

**Interior & Exterior Security Camera System  
Bid #17-00**

The new network designed digital surveillance system shall be installed, complete, with all materials, including parts and labor, for the Total Lump Sum below.

This will include all equipment and software necessary to ensure compatibility with the current monitoring system at the City of Rochester Police Station (Exacq).

\$ \_\_\_\_\_  
(cost in numbers)

\$ \_\_\_\_\_  
(cost in words)

Contractor's Lump Sum Bid Price above should include pricing for 32 individual cameras as described in the scope of work. If during the course of the work, an additional camera(s) is requested to be installed, provide an additional cost allowance, on a per camera basis, for the supply, provision, labor, installation, etc., for any additional camera installations work. No more than 5 additional cameras would be requested with this potential option.

Price per additional camera installation, on a cost per each camera basis:

\$ \_\_\_\_\_ per camera  
(cost in numbers)

\$ \_\_\_\_\_ per camera  
(cost in words)

COMPANY NAME: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE# \_\_\_\_\_ FAX# \_\_\_\_\_ E-MAIL \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

Bid results will be posted after 48 hours on the City of Rochester's web site:

[www.rochesternh.net](http://www.rochesternh.net) or will be available by request via e-mail at the following address:  
[purchasing@rochesternh.net](mailto:purchasing@rochesternh.net)



## **INSTRUCTION TO BIDDERS**

### **PREPARATION OF BID PROPOSAL**

1. The Bidder shall submit her/his proposal upon the 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](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 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](http://www.rochesternh.net) within 48 hours of the bid opening.