



REQUEST FOR PROPOSALS/QUALIFICATIONS

RFQ No. 17-24

FOR

PAVEMENT CONDITION ASSESSMENT

By

The City of Rochester, New Hampshire

Issued

October 12, 2016

RESPONSES DUE: November 3, 2016, no later than 2:15 PM

To

**Purchasing Agent
City Hall
31 Wakefield Street
Rochester, NH 03867**

REQUEST FOR PROPOSALS/QUALIFICATIONS

Introduction

The City of Rochester invites written proposals to provide services related to collecting pavement condition data and also for providing/developing pavement condition database management software to allow the City to actively manage and track its ongoing roadway maintenance program and conditions.

Proposals should distinctly comment on these two areas: the process, procedure, and data collection for developing a City-wide numerical Pavement Condition Index, where each roadway segment will receive a distinct PCI rating; and discussion of the implementation of the appropriate software to allow the City to manage the overall pavement condition database.

The City just established a new GIS Position and will be implementing ESRI ArcEditor and ArcGIS Online software. Any pavement condition database should be fully compatible with these potential software packages.

The City of Rochester is the third largest city, based on land area, and the fifth most populous city in the State of New Hampshire, with an estimated population of 30,000. Rochester DPW maintains approximately 160 miles of streets and highways. The City is a mixture of dense, highly concentrated development, suburban and rural environments.

It appears the last pavement condition assessment for the City of Rochester occurred prior to 2009, and involved the Road Surface Management System process developed by the UNH Technology Transfer Center. Data was not digitally integrated via GIS, nor were the street segment PCI's developed by driving with a data-collection van. The City intends to proceed with a formal PCI development by having a data-collection van, equipped with laser sensors or video cameras, to develop numerical PCI's, per the standardized approach as described in ASTM D6433-03 "Standard Practice for Roads and Parking Lots Pavement Condition Index Survey".

This written Request for Proposals/Qualifications outlines the proposed scope of services required, and also states the City of Rochester standard requirements and specifies the general rules for preparing the proposal.

The proposal should clearly demonstrate how the selected firm can best satisfy the requirements of the City of Rochester. The City of Rochester shall reserve the right to enter an agreement with the firm presenting the proposal which is most advantageous to the City of Rochester.

Submission Information

This RFQ requires the submission of a Statement of Qualifications and Price Proposal in the form and in the manner set forth in this solicitation. The submittal shall be delivered in two separate packages. All submissions must be received by the Purchasing Agent at City

Hall, 31 Wakefield Street, Rochester, NH 03867 no later than **2:15 PM, Thursday, November 3, 2016.**

The Statement of Qualifications should be either GBC bound with spines not to exceed ½ inch or placed in a three ring binder with rings not to exceed ¾-inch in diameter. Three (3) hard copies and one (1) electronic copy of the Statement of Qualifications shall be submitted by placing them in a suitably sized envelope or shipping box, which is labeled with the words "**City of Rochester, New Hampshire Professional Services Statement for Pavement Condition Assessment; RFQ No. 17-24**".

The Price Proposal shall be submitted separately on the form included herein. Responding firms shall submit only one (1) hard copy Price Proposal document. The Price Proposal shall be submitted in a separately sealed envelope, which is labeled with the words "**City of Rochester, New Hampshire Pavement Condition Assessment Price Proposal; RFQ No. 17-24**". The name and address of the responding firm shall also appear on the exterior of the Price Proposal envelope.

Questions & Requests for Clarification

The Public Works Department of the City of Rochester has prepared this RFP and has designated the Director of City Services, John Storer, as project manager. Please direct questions or comments concerning either the administrative or technical requirements of this RFP to:

John Storer, Director of City Services
City of Rochester Public Works Department
45 Old Dover Road
Rochester, NH 03867
(603) 332-4096 office
(603) 335-4352 fax
john.storer@rochesternh.net

Questions and requests for clarification must be in writing and either faxed or e-mailed to the Project Manager at the specified number or address above. Responses to all questions and requests for clarification will be in the form of an addendum to this RFQ. Bidders are to monitor website for addendums, and postings of all bid questions and answers.

SCOPE OF SERVICES

Proposals should address all labor, materials, supplies, equipment, software, training and services necessary to complete the project.

- Project Initiation – Meet with City Staff and review data provided by the city, review database software options and integration with ESRI software products, review street network layout, evaluation of streets, previous maintenance program and practices, etc. Review prior spreadsheet of roadway segments that were developed during the last City pavement assessment which was based on guidelines established by the UNH Technology Transfer Center's Road Surface Management System.
- Review Existing GIS Mapping – the City has a new full-time GIS Manager and is in the process of updating its street map database. Close coordination will be required to ensure roadway data can be coordinated with our developing system.
- Network Referencing - Develop survey routing maps and confirm the linkage of the road segmentation to the City's database and GIS for the approximately 300 lane miles to be included in this project. There are approximately 1,200 total streets segments in our database.

Please note that actual lane-miles maintained by the City is uncertain. The scope of work requests pricing on a per lane-mile basis such that the scope of work can be adjusted based on a final inventory of City-maintained paved roadways.

- Survey and Data Protocols – develop the data requirements for the City's current software packages.
- Pavement Data Collection – utilize properly calibrated laser road surface testing equipment enhanced with digital imagery and GPS capabilities to collect a full array of pavement condition data complete with GPS coordinates and multiple view digital images. Equipment must be capable of
 - automatically and continuously measuring pavement cracking, texture, rutting and geometrics.
 - a customized digital condition rating system to collect user defined severity/extent based pavement distresses and a variety of roadway attributes.
 - collecting dual wheel path roughness to International Roughness Index standards.
 - Pavement view cameras for distress processing and QA/QC.
 - GPS with internal navigation for geo-locating of pavement and asset information
 - elevation data at 25' intervals
 - Linear distance measuring to within +/- 0.5%.

All survey work shall be performed on dry pavement and in lighting conditions that assure accurate crack detection.

- Data Processing and QA/QC – perform data reduction, analysis and QA/QC of collected data.
- Data Formatting and Loading – create upload file formats for our current or proposed database software and upload data.

Provide clear recommendations if you have any concerns about the compatibility of your pavement condition database software with our proposed ESRI platforms. The City of Rochester will consider separate purchase of software if your recommendations validate the need to do so.

- Maintenance and Rehabilitation Program Development – Calculate Pavement Condition Index (PCI) (0-100 scale) and provide recommended pavement maintenance treatment for each road section with estimate of cost for rehabilitation. Process shall comply with the requirements of ASTM D6433-11 (or latest edition) “Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys”.
- Pavement Repair Analysis: The Consultant will discuss the City of Rochester’s current and long-term pavement management goals so that the City and the Consultant team can jointly confirm the best pavement management strategy based on the PCI value ranges and specific distress type and severity level. Consultant will work with the City to customize the software for the specific practice and procedures currently in use by the City. The customization will reflect the City of Rochester’s road repair and maintenance program’s policies and practices. The subtasks will include:
 - Configure the system to reflect the rehabilitation alternatives and repair methods used by the City of Rochester.
 - Configure the system to reflect the current and local costs for the repair methods.
 - Configure the system to reflect the preferred repair method and critical PCI thresholds
 - Acquire multi-year budget information from City staff and provide a draft multi-year rehabilitation program for review by City staff
 - Run the automated repair recommendation program and produce a list of repair/rehabilitation candidates.
 - Work with City staff to review the rehabilitation program and modify analysis parameters iteratively to produce the final repair program required.
 - Prioritize the top ten streets needing reconstruction or major rehabilitation.
- Deliverables: (both Paper and digital file)
 - Report Summarizing the City’s Roadway Network Condition and Findings
 - Rehabilitation Plan and Budget Development – Consultant shall work with the City of Rochester to create a series of alternative pavement repair strategies and execute a “what-if” analysis to indentify pros and cons of each
 - ESRI Geodatabase which includes (at a minimum)
 - Use City’s Street Segment ID numbering system
 - Cross reference Street Name, From and To designation
 - Functional Classification
 - Pavement Type
 - Length, width, Area
 - Photos hyperlinked to segment ID
 - PCI
 - Recommended Rehabilitation
 - Cost estimate to Rehabilitate
 - Priority

- Drawing showing the top ten streets needing reconstruction or major rehabilitation.

Right of the City of Rochester to Reject Proposals

The City of Rochester reserves the right to reject any and all proposals or any part of any proposals, to waive minor defects or technicalities, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the City of Rochester may deem necessary in its best interest. The City also reserves the right to negotiate with any firm, all or part of any proposal that is in the best interest of the City.

Evaluations

The committee evaluating the proposals will base the evaluation on the proposal that will best serve the City of Rochester at the lowest possible cost.

Desired Project Schedule

The City hopes to have the data-collection portion of the work completed late this fall season of 2016. Any deviation from this goal should be clearly stated. Key targets are:

Release of RFP Document	<u>October 12, 2016</u>
Submit proposals	<u>November 3, 2016</u>
Selection of Bidder & Notice of Award	<u>November 9, 2016</u>
Tentative Completion of Data Collection (van driving)	<u>December 16, 2016</u>
Contract Completion Date	<u>May 1, 2017</u>

SUGGESTED RESPONSE FORMAT

To help facilitate review of the RFP's/RFQ's, firms are recommended to prepare their submittals in accordance with the instructions outlined below.

Proposals should be prepared as simply as possible and provide a straightforward, concise description of the firm's capabilities to satisfy the requirements of this project. Expensive bindings, color displays, promotional materials, etc., are not necessary or desired.

EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT.

The proposal is recommended to be organized into the following major parts:

Executive Summary - A brief and non-technical narrative describing the proposal.

Company Background - Information regarding the firm's stability, length of time in business, past history, future plans, company size, organization.

Responses to Functional Requirements - Responses to the requirements listed in this RFP must be provided. Notes of explanation or clarification must be included with specific reference to the item in question. Include a time schedule for completion of your firm's work and an estimate of time commitments from city staff.

Client References - Provide at least three client references that are similar in nature, size or complexity to that described in this RFP.

Schedule – projection of anticipated starting and ending dates.

Cost Quotations – Per the instructions provided, a separate cost proposal must be included as part of the overall submittal package.

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The Cost Proposal shall provide all costs for which compensation is expected. The Proposal needs to reflect all fees by task, position, rate and hours, as well as miscellaneous billable costs. Proposed fee structure must be clearly itemized, broken down and totaled.

Please include this form with your Cost Proposal and provide the estimated Lump Sum of all work below.

\$ _____
(cost in numbers)

\$ _____
(cost in words)

The City will negotiate a final contract with the selected consultant. The purpose of the Cost Proposals is to understand the order-of-magnitude of the scope of services. The Lump Sum proposal is based on an assumed road-lane-miles of 300 miles and approximately 1,200 individual roadway segments.

Please provide an approximate per-lane-mile estimate to either add or delete up to 15% of the above referenced work (300 road lane miles). Estimate should included data collection, analysis, and final deliverables.

Per-lane-mile costs \$ _____ (\$/mile)
(cost in numbers)

COMPANY
NAME: _____

CONTACT
PERSON: _____

ADDRESS: _____

TELEPHONE# _____ FAX# _____ E-MAIL _____

SIGNATURE: _____

The price proposals will not be available until after a firm is selected for the performance of the work. The price proposals will be posted 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

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

Results of the Cost Proposals will be available on the City of Rochester website at www.rochesternh.net within 48 hours after a firm is selected to perform the work.