

## **INVITATION TO BID**

The City of Rochester, New Hampshire is accepting sealed bids for **“Rochester Fire Station Elastomeric Sheet Roofing System.”** Bids must be submitted in a sealed envelope plainly marked:

**“Sealed Bid, Rochester Fire Station Elastomeric Sheet Roofing System”**

### **“Bid # 12-09**

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

All bids must be received no later than **“September 8, 2011”** at **“2:15”** p.m. Actual bid opening will begin at 2:30 p.m. No late bids, faxed, e-mailed or telephone bids will be accepted. Bid proposals and specifications may be obtained by visiting [www.rochesternh.net](http://www.rochesternh.net), or emailing [purchasing@rochesternh.net](mailto:purchasing@rochesternh.net), or by contacting the Purchasing Agent at City Hall, 31 Wakefield Street, Rochester, NH 03867, (603) 335-7602. All bid questions must be submitted in writing (email preferred) to the Purchasing Agent. All bid proposals must be made on the bid proposal forms supplied, and the bid proposal forms must be fully completed when submitted. A mandatory walk through will be held Thursday August 25, 2011, at 9:00 AM at the Central Fire Station, 37 Wakefield Street, Rochester, NH 03867.

**BID SPECIFICATIONS****MEMBRANE ROOFING****PART 1 GENERAL****1.01 SUMMARY**

- A. Project Name: Rochester Fire Station
- B. Furnish and install elastomeric sheet roofing system, including:
  - 1. Roofing manufacturer's requirements for the specified warranty.
  - 2. Removal of entire existing roof membrane and flashings.
  - 3. Removal of all existing insulation down to the deck.
  - 4. Preparation of roofing substrates.
  - 5. Wood nailers for roofing attachment.
  - 6. Insulation.
  - 7. Cover boards.
  - 8. Elastomeric membrane roofing.
  - 9. Metal roof edging and copings.
  - 10. Flashings.
  - 11. Walkway pads.
  - 12. Other roofing-related items specified or indicated on the drawings or otherwise necessary to provide a complete weatherproof roofing system.
- C. Disposal of demolition debris and construction waste is the responsibility of Contractor. Perform disposal in manner complying with all applicable federal, state, and local regulations.
- D. Roofing contractor to include unit disconnects and reconnects as required to raise the air handling and other rooftop equipment to allow for additional insulation as specified while maintaining manufacturer's recommended flashing heights.
- E. Comply with the published recommendations and instructions of the roofing membrane manufacturer, at <http://manual.fsbp.com>.
- F. Commencement of work by the Contractor shall constitute acknowledgement by the Contractor that this specification can be satisfactorily executed, under the project conditions and with all necessary prerequisites for warranty acceptance by roofing membrane manufacturer. No modification of the Contract Sum will be made for failure to adequately examine the Contract Documents or the project conditions.

**1.02 REFERENCES**

- A. Referenced Standards: These standards form part of this specification only to the extent they are referenced as specification requirements.
- B. ASTM C 1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board; 2004.

- C. ASTM D 1079 - Standard Terminology Relating to Roofing, Waterproofing, and Bituminous Materials; 2005a.
- D. ASTM D 4637 - Standard Specification for EPDM Sheet used in Single-Ply Roof Membrane; 2004.
- E. ASTM D 4811 - Standard Specification for Nonvulcanized (Uncured) Rubber Sheet Used as Roof Flashing; 2004.
- F. CAN-ULC-S770 - Standard Test Method Determination of L-Term Thermal Resistance Of Closed-Cell Thermal Insulating Foams; 2003.
- H. PS 1 - Construction and Industrial Plywood; 1995.
- I. PS 20 - American Softwood Lumber Standard; 2005.

### **1.03 DEFINITIONS**

- A. Roofing Terminology: Refer to ASTM D 1079 for definition of terms related to roofing work not otherwise defined in the section.
- B. LTTR: Long Term Thermal Resistance, as defined by CAN-ULC S770.

### **1.04 SUBMITTALS**

- A. Product Data:
  - 1. Provide membrane manufacturer's printed data sufficient to show that all components of roofing system, including insulation and fasteners, comply with the specified requirements and with the membrane manufacturer's requirements and recommendations for the system type specified; include data for each product used in conjunction with roofing membrane.
- B. Samples: Submit samples of each product to be used.
- C. Shop Drawings: Provide:
  - 1. The roof membrane manufacturer's standard details customized for this project for all relevant conditions, including flashings, base tie-ins, roof edges, terminations, expansion joints, penetrations, and drains.
  - 2. For tapered insulation, provide project-specific layout and dimensions for each board.
- D. Specimen Warranty: Submit prior to starting work.
- E. Installer Qualifications: Letter from manufacturer attesting that the roofing installer meets the specified qualifications.
- F. Pre-Installation Notice: Copy to show that manufacturer's required Pre Installation Notice (PIN) has been accepted and approved by the manufacturer.

### **1.05 QUALITY ASSURANCE**

- A. Applicator Qualifications: Roofing installer shall have the following:
  - 1. Current approval, license, or authorization as applicator by the manufacturer.
  - 2. Fully staffed office within 100 miles of the job site.

3. At least five years experience in installing specified system.
  4. Capability to provide payment and performance bond to building owner.
- B. Pre-Installation Conference: Before start of roofing work, Contractor shall hold a meeting to discuss the proper installation of materials and requirements to achieve the warranty.
1. Require attendance with all parties directly influencing the quality of roofing work or affected by the performance of roofing work.
  2. Notify Owner well in advance of meeting.

## **1.06 DELIVERY, STORAGE AND HANDLING**

- A. Deliver products in manufacturer's original containers, dry and undamaged, with seals and labels intact and legible.
- B. Store materials clear of ground and moisture with weather protective covering.
- C. Keep combustible materials away from ignition sources.

## **1.07 WARRANTY**

- A. Comply with all warranty procedures required by manufacturer, including notifications, scheduling, and inspections.
- B. Warranty: Firestone 20 year Red Shield Limited Warranty covering membrane, roof insulation, and membrane accessories.
1. Limit of Liability: No dollar limitation.
  2. Scope of Coverage: Repair leaks in the roofing system caused by:
    - a. Ordinary wear and tear of the elements.
    - b. Unintentional damage due to normal rooftop inspections, maintenance, or service.
    - c. Manufacturing defect in Firestone brand materials.
    - d. Defective workmanship used to install these materials.
    - e. Damage due to winds up to 55 mph (88 km/h).
- C. Metal Roof Edging with Exposed Decorative Fascia: Provide 20 year warranty for painted finish covering color fade, chalk, and film integrity.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Basis of Design - Roofing System: Firestone Building Products Co., Carmel, IN. [www.firestonebpco.com](http://www.firestonebpco.com).
1. Roofing systems manufactured by others are acceptable provided the roofing system is completely equivalent in materials and warranty conditions and the manufacturer meets the following qualifications:
    - a. Specializing in manufacturing the roofing system to be provided.
    - b. Minimum ten years of experience manufacturing the roofing system to be provided.
    - c. Able to provide a no dollar limit, single source roof system warranty that is backed by corporate assets in excess of one billion dollars.
    - d. ISO 9002 certified.

- e. Able to provide isocyanurate insulation that is produced in own facilities.
- B. Manufacturer of Insulation and Cover Boards: Same manufacturer as roof membrane.
- C. Manufacturer of Metal Roof Edging: Same manufacturer as roof membrane.
  - 1. Metal roof edging products by other manufacturers are not acceptable.
  - 2. Shop-fabricated metal roof edgings are acceptable.

## 2.02 ROOFING SYSTEM DESCRIPTION

### A. Roofing System Description:

- Remove all existing roofing and insulation to the steel deck
- Install two layers of 3.25" polyisocyanurate roof insulation in manufacturer's approved and recommended cold insulation adhesive
- Install a single layer of ½" IsoGard HD in cold insulation adhesive
- Adhered new .060 LS-FR EPDM

### B. Roofing System:

- 1. Membrane: Ethylene propylene diene monomer (EPDM).
- 2. Thickness: As specified elsewhere.
- 3. Membrane Attachment: Fully adhered.
- 4. Comply with applicable local building code requirements.
- 5. Provide assembly having Underwriters Laboratories, Inc. (UL) Class A Fire Hazard Classification.

### B. Insulation:

- 1. Total R Value: 40.2, minimum
- 2. Maximum Thickness: 7 inches total for all layers (two layers of 3.25" polyiso and a single layer of ½" high density polyisocyanurate cover board).
- 3. Maximum Board Thickness: 3.25 inches (50 mm); use as many layers as necessary; stagger joints in adjacent layers.
- 4. Tapered: Slope as indicated; provide minimum R-value at thinnest point; place tapered layer on bottom.
- 5. Base Layer: 3.25" Polyisocyanurate foam board, non-composite.
  - a. Attachment: Cold adhesive attachment.
- 6. Intermediate Layer(s): 3.25" Polyisocyanurate foam board, non-composite.
  - a. Attachment: Cold adhesive attachment.
- 7. Top Layer: ½" High Density Polyisocyanurate foam board, non-composite.
  - a. Attachment: Cold adhesive attachment.

- C. Crickets: Tapered polyisocyanurate roof insulation; slope as indicated, provide tapered crickets between drains and provide minimum 4' drain sumps to facilitate drainage.

## 2.03 EPDM MEMBRANE MATERIALS

- A. Roofing and Flashing Membrane: Black, cured synthetic single-ply membrane composed of ethylene propylene diene terpolymer (EPDM) with the following properties:
  - 1. Reinforcement: None; membrane complying with ASTM D 4637 Type I.
  - 2. Thickness: 0.060 inch (1.5 mm).
  - 3. Nominal Thickness Tolerance: Plus/minus 10 percent.
  - 4. Sheet Width: Provide the widest available sheets to minimize field seaming.
  - 5. Acceptable Product: RubberGard Non-Reinforced Low Slope Fire Retardant EPDM Membrane by Firestone.
- B. Flashing Membrane: Self-curing, non-reinforced membrane composed of nonvulcanized EPDM rubber, complying with ASTM D 4811 Type II, and with the following properties:
  - 1. Thickness: 0.055 inch (1.4 mm).
  - 2. Acceptable Product: RubberGard EPDM FormFlash by Firestone.
- C. Self-Adhesive Flashing Membrane: Semi-cured 45 mil EPDM membrane laminated to 35 mil (0.9 mm) EPDM tape adhesive; QuickSeam Flashing by Firestone.
- D. Pre-Molded Pipe Flashings: EPDM, molded for quick adaptation to different sized pipes; Firestone EPDM Pipe Flashing.
- E. Self-Adhesive Lap Splice Tape: 35 mil (0.9 mm) EPDM-based, formulated for compatibility with EPDM membrane and high-solids primer; QuickSeam Splice Tape by Firestone.
- F. Bonding Adhesive: Neoprene-based, formulated for compatibility with EPDM membrane and wide variety of substrate materials, including masonry, wood, and insulation facings; Bonding Adhesive BA-2004 by Firestone.
- G. Adhesive Primer: Synthetic rubber based primer formulated for compatibility with EPDM membrane and tape adhesive; QuickPrime Plus by Firestone.
- H. Pourable Sealer: Two-part polyurethane, two-color for reliable mixing; Pourable Sealer by Firestone.
- I. Water Block Seal: Butyl rubber sealant for use between two surfaces, not exposed; Water Block Seal by Firestone.
- J. Termination Bars: Aluminum bars with integral caulk ledge; 1.3 inches (33 mm) wide by 0.10 inch (2.5 mm) thick; Firestone Termination Bar by Firestone.
- K. Roof Walkway Pads: EPDM, 0.30 inch (7.6 mm) thick by 30 by 30 inches (760 by 760 mm) with EPDM tape adhesive strips laminated to the bottom; QuickSeam Walkway Pads by Firestone. Provide for walkway pads at the roof hatch and rooftop equipment as directed by the building owner.

## **2.04 ROOF INSULATION AND COVER BOARDS**

- A. Polyisocyanurate Board Insulation: Closed cell polyisocyanurate foam with black glass reinforced mat laminated to faces, complying with ASTM C 1289 Type II Class 1, with the following additional characteristics:
  - 1. Thickness: Two layers of 3.25" ISO 95+ with a single layer of ½" IsoGard HD cover board.
  - 2. Size: 48 inches (1220 mm) by 48 inches (1220 mm), nominal.
  - 3. R-Value (LTTR):
    - a. 3.25 inch (83 mm) Thickness: 20.1, minimum per layer
  - 4. Compressive Strength: 20 psi (138 kPa) when tested in accordance with ASTM C 1289.
  - 5. UL-Classified and FM-approved for direct to steel deck applications.
  - 6. Ozone Depletion Potential: Zero; made without CFC or HCFC blowing agents.
  - 7. Recycled Content: 19 percent post-consumer and 15 percent post-industrial, average.
  - 8. Acceptable Insulation Product: ISO 95+ GL Polyisocyanurate Insulation by Firestone.
  - 9. Acceptable Cover Board Product: IsoGard HD by Firestone.
- B. Adhesive for Insulation Attachment: Type as required by roof membrane manufacturer for roofing system and warranty to be provided; use only adhesives furnished by roof membrane manufacturer.

## **2.05 METAL ACCESSORIES**

- A. Metal Roof Edging and Fascia: Continuous metal edge member serving as termination of roof membrane and retainer for metal fascia; watertight with no exposed fasteners; mounted to roof edge nailer.
  - 1. Fascia Material and Finish: 24 gage, 0.024 inch (0.06 mm) galvanized steel with Kynar 500 finish in manufacturer's standard color; matching concealed joint splice plates; factory-installed protective plastic film.

## **2.06 ACCESSORY MATERIALS**

- A. Wood Nailers: PS 20 dimension lumber, Structural Grade No. 2 or better Southern Pine, Douglas Fir; or PS 1, APA Exterior Grade plywood; pressure preservative treated.
  - 1. Width: 3-1/2 inches (90 mm), nominal minimum, or as wide as the nailing flange of the roof accessory to be attached to it.
  - 2. Thickness: Same as thickness of roof insulation.

## **PART 3 INSTALLATION**

### **3.01 GENERAL**

- A. Install roofing, insulation, flashings, and accessories in accordance with roofing manufacturer's published instructions and recommendations for the specified roofing system. Where manufacturer provides no instructions or recommendations, follow good roofing practices and industry standards.

Comply with federal, state, and local regulations.

- B. Obtain all relevant instructions and maintain copies at project site for duration of installation period.
- C. Do not start work until Pre-Installation Notice has been submitted to manufacturer as notification that this project requires a manufacturer's warranty.
- D. Perform work using competent and properly equipped personnel.
- E. Temporary closures, which ensure that moisture does not damage any completed section of the new roofing system, are the responsibility of the applicator. Completion of flashings, terminations, and temporary closures shall be completed as required to provide a watertight condition.
- F. Install roofing membrane only when surfaces are clean, dry, smooth and free of snow or ice; do not apply roofing membrane during inclement weather or when ambient conditions will not allow proper application; consult manufacturer for recommended procedures during cold weather. Do not work with sealants and adhesives when material temperature is outside the range of 60 to 80 degrees F (15 to 25 degrees C).
- G. Protect adjacent construction, property, vehicles, and persons from damage related to roofing work; repair or restore damage caused by roofing work.
  - 1. Protect from spills and overspray from bitumen, adhesives, sealants and coatings.
  - 2. Particularly protect metal, glass, plastic, and painted surfaces from bitumen, adhesives, and sealants within the range of wind-borne overspray.
  - 3. Protect finished areas of the roofing system from roofing related work traffic and traffic by other trades.
- H. Until ready for use, keep materials in their original containers as labeled by the manufacturer.
- I. Consult membrane manufacturer's instructions, container labels, and Material Safety Data Sheets (MSDS) for specific safety instructions. Keep all adhesives, sealants, primers and cleaning materials away from all sources of ignition.
- J. Conduit and wiring have been attached to the underside of the steel roof deck. Attach all insulation layers to a properly prepared roof deck in accordance with manufacturer's requirements.

### **3.02 EXAMINATION**

- A. Examine roof deck to determine that it is sufficiently rigid to support installers and their mechanical equipment and that deflection will not strain or rupture roof components or deform deck.
- B. Verify that surfaces and site conditions are ready to receive work. Correct defects in the substrate before commencing with roofing work.
- C. Examine roof substrate to verify that it is properly sloped to drains.
- D. Verify that the specifications and drawing details are workable and not in



conflict with the roofing manufacturer's recommendations and instructions; start of work constitutes acceptable of project conditions and requirements.

### **3.03 PREPARATION**

- A. Remove all of the existing roof system down to the roof deck including all existing composition base flashings. Dispose of all materials properly.
  - 1. At penetrations, remove all existing flashings, including lead, asphalt, mastic, etc.
  - 2. At walls, curbs, and other vertical and sloped surfaces, remove loose and unsecured flashings; remove mineral surfaced and coated flashings; remove excessive asphalt to provide a smooth, sound surface for new flashings.
- B. Take appropriate measures to ensure that fumes from adhesive solvents are not drawn into the building through air intakes.
- C. Prior to proceeding, prepare roof surface so that it is clean, dry, and smooth, and free of sharp edges, fins, roughened surfaces, loose or foreign materials, oil, grease and other materials that may damage the membrane.
- D. Fill all surface voids in the immediate substrate that are greater than 1/4 inch (6 mm) wide with fill material acceptable insulation to membrane manufacturer.
- E. Seal, grout, or tape deck joints, where needed, to prevent bitumen seepage into building.
- F. Wood Nailers: Provide wood nailers at all perimeters and other locations where indicated on the drawings, of total height matching the total thickness of insulation being used.
  - 1. Install with 1/8 inch gap between each length and at each change of direction.
  - 2. Mechanically fasten to deck to resist force of 200 lbf per linear foot (35 kN/m).

### **3.04 INSULATION AND COVER BOARD INSTALLATION**

- A. Install insulation in configuration and with attachment method(s) specified in PART 2, under Roofing System.
- B. Install only as much insulation as can be covered with the completed roofing system before the end of the day's work or before the onset of inclement weather.
- C. Lay roof insulation in courses parallel to roof edges.
- D. Neatly and tightly fit insulation to all penetrations, projections, and nailers, with gaps not greater than 1/4 inch (6 mm). Fill gaps greater than 1/4 inch (6 mm) with acceptable insulation. Do not leave the roofing membrane unsupported over a space greater than 1/4 inch (6 mm).
- E. Cold Adhesive Attachment: Apply in accordance with membrane manufacturer's instructions and recommendations; "walk-in" individual roof insulation boards to obtain maximum adhesive contact.

### **3.05 SINGLE-PLY MEMBRANE INSTALLATION**

- A. Beginning at low point of roof, place membrane without stretching over substrate and allow to relax at least 30 minutes before attachment or splicing; in colder weather allow for longer relax time.
- B. Lay out the membrane pieces so that field and flashing splices are installed to shed water.
- C. Install membrane without wrinkles and without gaps or fishmouths in seams; bond and test seams and laps in accordance with membrane manufacturer's instructions and details.
- D. Install membrane adhered to the substrate, with edge securement as specified.
- E. Adhered Membrane: Bond membrane sheet to substrate using membrane manufacturer's recommended bonding material, application rate, and procedures.
- F. Edge Securement: Secure membrane at all locations where membrane terminates or goes through an angle change greater than 2 in 12 inches (1:6) using mechanically fastened reinforced perimeter fastening strips, plates, or metal edging as indicated or as recommended by roofing manufacturer.
  - 1. Exceptions: Round pipe penetrations less than 18 inches (460 mm) in diameter and square penetrations less than 4 inches (200 mm) square.
  - 2. Metal edging is not merely decorative; ensure anchorage of membrane as intended by roofing manufacturer.

### **3.06 FLASHING AND ACCESSORIES INSTALLATION**

- A. Install flashings, including laps, splices, joints, bonding, adhesion, and attachment, as required by membrane manufacturer's recommendations and details.
- B. Metal Accessories: Install metal edgings, gravel stops, and copings in locations indicated on the drawings, with horizontal leg of edge member over membrane and flashing over metal onto membrane.
  - 1. Follow roofing manufacturer's instructions.
  - 2. Remove protective plastic surface film immediately before installation.
  - 3. Install water block sealant under the membrane anchorage leg.
  - 4. Flash with manufacturer's recommended flashing sheet unless otherwise indicated.
  - 5. Where single application of flashing will not completely cover the metal flange, install additional piece of flashing to cover the metal edge.
  - 6. If the roof edge includes a gravel stop and sealant is not applied between the laps in the metal edging, install an additional piece of self-adhesive flashing membrane over the metal lap to the top of the gravel stop; apply seam edge treatment at the intersections of the two flashing sections.
  - 7. When the roof slope is greater than 1:12, apply seam edge treatment along the back edge of the flashing.
- C. Existing Scuppers: Remove scupper and install new scupper.

**D. Roof Drains:**

1. Existing Drains: Remove all existing flashings, drain leads, roofing materials and cement from the drain; remove clamping ring.
2. Taper insulation around drain to provide smooth transition from roof surface to drain. Use specified pre-manufactured tapered insulation with facer or suitable bonding surface to achieve slope; slope not to exceed manufacturer's recommendations.
3. Position membrane, then cut a hole for roof drain to allow 1/2 to 3/4 inch (12 to 19 mm) of membrane to extend inside clamping ring past drain bolts.
4. Make round holes in membrane to align with clamping bolts; do not cut membrane back to bolt holes.
5. Apply sealant on top of drain bowl where clamping ring seats below the membrane
6. Install roof drain clamping ring and clamping bolts; tighten clamping bolts to achieve constant compression.

**3.07 FINISHING AND WALKWAY INSTALLATION**

- A. Install walkways at access points to the roof, around rooftop equipment that may require maintenance, and where indicated on the drawings.
  1. Use specified walkway pads unless otherwise indicated.
- B. Walkway Pads: Adhere to the roofing membrane, spacing each pad at minimum of 1.0 inch (25 mm) and maximum of 3.0 inches (75 mm) from each other to allow for drainage.
  1. If installation of walkway pads over field fabricated splices or within 6 inches (150 mm) of a splice edge cannot be avoided, adhere another layer of flashing over the splice and extending beyond the walkway pad a minimum of 6 inches (150 mm) on either side.
  2. Prime the membrane, remove the release paper on the pad, press in place, and walk on pad to ensure proper adhesion.

**3.08 FIELD QUALITY CONTROL**

- A. Inspection by Manufacturer: Provide final inspection of the roofing system by a Technical Representative employed by roofing system manufacturer specifically to inspect installation for warranty purposes (i.e. not a sales person).
- B. Perform all corrections necessary for issuance of warranty.

**3.09 CLEANING**

- A. Clean all contaminants generated by roofing work from building and surrounding areas, including bitumen, adhesives, sealants, and coatings.
- B. Repair or replace building components and finished surfaces damaged or defaced due to the work of this section; comply with recommendations of manufacturers of components and surfaces.
- C. Remove leftover materials, trash, debris, equipment from project site and surrounding areas.

### **3.10 PROTECTION**

- A. Where construction traffic must continue over finished roof membrane, provide durable protection and replace or repair damaged roofing to original condition.

**Rochester Fire Department Elastomeric Sheet Roofing System  
Bid Proposal Form  
Bid # 12-09**

**Cost to furnish and install elastomeric sheet roofing system at the Central Fire Station**

_____	_____
Amount in Figures	Amount in Words

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

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

Phone :\_\_\_\_\_E-Mail\_\_\_\_\_Fax:\_\_\_\_\_

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

All bids are to be submitted on this form, unless otherwise stated, and in a sealed envelope, plainly marked on the outside with the Bidder's name and address and the Project name as it appears at the top.

## **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**

3. 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.
4. 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.
5. 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.
6. 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.
7. 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.