

## INVITATION TO BID

The City of Rochester, New Hampshire, will accept sealed bids for **Street, Walking Trail & Aquatic Weed Control**. Bids must be submitted in a sealed envelope plainly marked:

Sealed Bid: “**SEALED BID #07-63  
Street, Walking Trail & Aquatic Weed Control**”

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

All bids must be received no later than May 31, 2007 at 2:45 PM. No late bids, telephone, faxed, or emailed bids will be accepted. The bid specifications, appendices and proposal forms 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.

There will be a **Mandatory walk through** on Wednesday, May 23, 2007 at 9:00 AM. The meeting place will be at the Rochester Wastewater Treatment Facility, 175 Pickering Road, in Gonic.

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.

**CITY OF ROCHESTER, NEW HAMPSHIRE  
BID SPECIFICATIONS  
STREET, WALKING TRAIL & AQUATIC WEED CONTROL**

The City of Rochester is seeking bids for crack and crevice weed control along city sidewalks/curbing and parking lots, rash causing plant control along Pickering Pond walking trails and for emergent weed control on berms at the Rochester Wastewater Treatment Facility (WWTF).

Contractor must be currently licensed through the New Hampshire Division of Pesticide Control in the categories of Right of Way Weed Control and Aquatic Pest Control. Annual copy of Commercial Applicator for Hire License required.

Contractor must conduct all herbicide applications in accordance with all applicable Federal and State of New Hampshire regulations.

Contractor must supply all necessary transportation, equipment, licensed labor and State approved herbicide(s). Contractor must complete monthly herbicide applications to designated streets and parking lots, walking trails and designated areas of the wastewater treatment facility. No persistent or residual herbicides will be allowed. Only herbicides with valid EPA Registration numbers, State of NH Registration numbers, and State of NH approved may be applied. Applications will be completed in May, June, July, August, and September of each fiscal year.

Record Keeping by Contractor: All applications of herbicide(s) by Contractor shall be recorded simply and accurately and be available to the City on request. Contractor shall keep and maintain these records for a period of at least two (2) years whether or not there is a renewal of contract. The following facts shall be included in records maintained by the Contractor: 1) Area, site, crop treated and its location 2) Herbicide(s) and formulation 3) Dosage applied 4) Method of application 5) Date or dates of application 6) Target organisms 7) The registrants or permittees of the Contractor who participated.

Contractor must obtain a Right of Way Special Permit from the New Hampshire Division of pesticide control before the onset of weed control activities along city sidewalks and/or curbing and parking lots and Pickering Pond walking trails. Copy of application and special permit must be submitted by the Contractor to the City prior to first annual application. Copy to be kept on file at the Public Buildings & Grounds office and at the Wastewater Treatment Facility.

Contractor must obtain an Aquatic Special Permit from the New Hampshire Division of pesticide control before the onset of weed control activities at the Rochester Wastewater Treatment Facility. Copy of application and special permit must be submitted by the Contractor to the City prior to first annual application. Copy to be kept on file at the Wastewater Treatment Facility.

Contractor must submit to the City a usage report at the end of each application and must also submit a copy of required State of NH Annual Usage Report by December 1<sup>st</sup>.

Contractor is responsible for the disposal of all herbicide(s) and containers at no additional cost to the City. Such disposal shall be conducted in accordance with all applicable Federal and State of NH regulations.

Contractor must be experienced in street weed control and aquatic pest control and have obtained a Special Permit for a municipal street weed control program and an Aquatic Special Permit in New Hampshire within the past two (2) years. Contractor must be experienced in weed identification, biology and control.

No subcontractors shall be allowed unless written approval is given by the City of Rochester and State of NH.

The Contractor shall provide occasional consultation on vegetation control at no additional cost to the City.

The Contractor shall include occasional testimony at litigation proceedings at no additional cost to the City if related or pertaining to Contractors application(s).

The City of Rochester reserves the right, at it's sole discretion, to consider qualifications and experience with New Hampshire street weed control and aquatic weed control programs in selection of a weed control contractor. Contractor may provide information on supervisory qualifications and past experiences with street weed control and aquatic weed control as part of this bid.

This bid is a three (3 1/2) year bid, renewable each year. The bid shall remain in effect for one (1 1/2) year, and may be renewed for two (2) additional years based upon the following: 1) Satisfactory performance of the selected vendor as determined by the Public Works Director and the purchasing agent for the City of Rochester; and 2) mutual agreement between both the City of Rochester and the vendor selected.

This contract is to cover calendar years: Starting July 1, 2007, 2008, 2009, 2010.

Cancellation of Award: The City reserves the right to cancel the award of any contract at any time before the execution of such contract by all parties without any liability against the City.

There is one (1) Department participating in this bid the Public Works Department with two (2) Divisions, The Division of Public Buildings & Grounds and the Wastewater Plant Division. The following outlines the contract names, addresses, phone and fax numbers and associated Divisions.

**STREET WEED CONTROL**

Public Works Department  
45 Old Dover Road  
Rochester, NH 03867  
TEL: 603-332-4096 FAX: 603-335-4352  
Director Melodie A. Esterberg, P.E.

Public Buildings & Grounds Division -

**Contact Person**

Municipal Service Supervisor: Bruce Young  
TEL: 603-335-7593 FAX: 603-335-7597

**WALKING TRAIL & AQUATIC WEED CONTROL**

Public Works Department  
45 Old Dover Road  
Rochester, NH 03867  
TEL: 603-335-4096 FAX: 603-335-4352  
Director Melodie A. Esterberg, P.E.

Wastewater Plant Division –

**Contact Person**

Chief Plant Operator: David Green  
TEL: 603-332-8950 FAX: 603-335-6940

Specifications:

1. Street Weed Control: Contractor will provide a monthly herbicide application with non-residual, State approved herbicide(s) during the months of May, June, July, August, and September of each calendar year. Each month will include 23.8 miles of designated sidewalk/curbing and listed parking lots. Additional areas may be added at additional cost. See the attached maps at the end of this bid document for location of work.
2. Aquatic Weed Control: Contractor will provide monthly weed control activities with non-residual, State approved herbicide(s) during the months of May, June, July, August, and September of each calendar year. Each month will include aquatic herbicide weed control to all designated areas of the Rochester Wastewater Treatment Facility. This area consists of 1.2 miles of berm, at approximately 50 feet wide is equal to 7.3 acres, plus all stoned and rip-rap areas around buildings, structures and drainage ditches at approximately 500 feet long x 8 feet wide is equal to .1 acre, total area equals 7.4 acres per application, to be controlled. Additional areas may be added at additional cost.
3. Pickering Ponds Walking Trails: Contractor will provide a monthly herbicide application with non-residual, State approved herbicide(s) during the months of May, June, July, August, and September of each calendar year. Each month will include 1.8 miles of designated walking trails adjacent to the Wastewater Treatment Facility known as the Pickering Pond walking trails. Application area will be the width of the maintained trails plus three (3) feet on each side. Each month will include identification of plants along the trail that would cause a rash on contact (i.e. poison ivy, poison oak, poison sumac etc.) and application of herbicide to such plants. Additional areas may be added at additional cost.
4. Contractor shall be responsible for providing advanced notification to the facility managers of any application activities.

Invoicing for Services:

1. A checklist /summary documenting the extent of each required herbicide application is to be completed by the Contractor and submitted to the City of Rochester, Department of Works for all street weed control, walking trail & the aquatic weed control services within 30 working days of performance.
2. Failure to provide this service document within the specified time frame, constitutes a breach of contract; unless a written waiver has been authorized by the Public Works Director.
3. All invoices require the approval of the Public Works Director for payment. Invoices should be sent as soon as practical after the last spraying of the season (September).
4. Any additional work in excess of \$50.00 must be approved by the Public Works Director prior to performing the work.

**CITY OF ROCHESTER, NEW HAMPSHIRE  
BID PROPOSAL FORM**

**Street Weed Control - Department of Public Works**

**Item #1 – Calendar Year 2007 (Starting July 1, 2007, 3 visits)**

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Price per Mile

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Price per Application

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Yearly Price (5) five visits

**Item #2 – Calendar Year 2008 ( 5 visits)**

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Price per Mile

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Price per Application

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Yearly Price (5) five visits

**Item #3 – Calendar Year 2009 (5 visits)**

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Price per Mile

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Price per Application

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Yearly Price (5) five visits

**Item #4 – Calendar Year 2010 ( 5 visits)**

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Price per Mile

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Price per Application

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Yearly Price (5) five visits

**The undersigned agrees that for extra work, if any, performed in accordance with the terms  
and provisions of the Contract Documents, they will accept compensation as stipulated  
therein.**

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Date

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Bidder

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Phone

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By:

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Fax

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Title:

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Business Address

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City, State, Zip Code

**CITY OF ROCHESTER, NEW HAMPSHIRE  
BID PROPOSAL FORM**

**Aquatic Weed Control at WWTF - Department of Public Works**

**Item #1 – Calendar Year 2007 (Starting July 1, 2007, 3 visits)**

_____ Price per Acre	_____ Price per Application	_____ Yearly Price (5) five visits
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**Item #2 – Calendar Year 2008 (5 visits)**

_____ Price per Acre	_____ Price per Application	_____ Yearly Price (5) five visits
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**Item #3 – Calendar Year 2009 ( 5 visits)**

_____ Price per Acre	_____ Price per Application	_____ Yearly Price (5) five visits
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**Item #4 – Calendar Year 2010 (5 visits)**

_____ Price per Acre	_____ Price per Application	_____ Yearly Price (5) five visits
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**The undersigned agrees that for extra work, if any, performed in accordance with the terms  
and provisions of the Contract Documents, they will accept compensation as stipulated  
therein.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Phone

By: \_\_\_\_\_

\_\_\_\_\_  
Fax

Title: \_\_\_\_\_

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City, State, Zip Code

**CITY OF ROCHESTER, NEW HAMPSHIRE  
BID PROPOSAL FORM**

**Pickering Ponds Walking Trail – Department of Public Works**

**Item #1 – Calendar Year 2007 (Starting July 1, 2007, 3 visits)**

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Price per Mile

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Price per Application

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Yearly Price (5) five visits**Item #2 – Calendar Year 2008 (5 visits)**

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Price per Mile

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Price per Application

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Yearly Price (5) five visits**Item #3 – Calendar Year 2009 (5 visits)**

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Price per Mile

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Price per Application

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Yearly Price (5) five visits**Item #4 – Calendar Year 2010 (5 visits)**

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Price per Mile

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Price per Application

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Year Price (5) five visits

**The undersigned agrees that for extra work, if any, performed in accordance with the terms and provisions of the Contract Documents, they will accept compensation as stipulated therein.**

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Date

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Bidder

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PhoneBy: 

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FaxTitle: 

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Business Address

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City, State, Zip Code



## **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 for which a quantity is given and shall also show the products of the respective unit prices and quantities written in figures in the space provided for that purpose. The total amount of the proposal, written both in words and figures shall be obtained by adding the amounts of all bid items. All words and figures shall be in ink or typed.
2. If a unit price or lump sum bid already entered by the bidder on the proposal form is to be altered it should be crossed out with ink, the new unit price or lump sum bid entered above or below it, and initialed by the bidder, also with ink. In case of discrepancy between the prices written in words and those written in figures, the prices written in words shall govern.
3. The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, by one or more officers of a corporation, or by an agent of the contractor legally qualified and acceptable to the owner. If the proposal is made by an individual, his name and post office address must be shown, by a partnership the name and post office address of each partnership member must be shown; as a joint venture, the name and post office address of each must be shown; by a corporation, the name of the corporation and its business address must be shown, together with the name of the state in which it is incorporated, and the names, titles, and business addresses of the President, Secretary, and Treasurer.
4. All questions shall be submitted in writing to the Purchasing Agent. The Purchasing Agent will then forward both the question and the City's response to the question to all prospective bidders.

### **IRREGULAR PROPOSALS**

Bid proposals will be considered irregular and may be rejected for any of the following reasons:

1. If the proposal is on a form other than that furnished by the Owner or if the form is altered or any part thereof is detached.
2. If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
3. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
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.

**AWARD AND EXECUTION OF CONTRACT****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**

If a contract is to be awarded, the award will be made to the lowest 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, via mail to the address on his proposal, that her/his bid has been accepted and that she/he has been awarded the contract.

**CANCELLATION OF AWARD**

The City reserves the right to cancel the award of any contract at any time before the execution of such contract by all parties without any liability against the City.

**BID EVALUATION**

In addition to the bid amount, additional factors will be considered as an integral part of the bid evaluation process, including, but not limited to:

1. The bidder's ability, capacity, and skill to perform within the specified time limits.
2. The bidder's experience, reputation, efficiency, judgment, and integrity.

3. The quality, availability and adaptability of the supplies and materials sold.
4. The bidder's past performance.
5. The sufficiency of bidder's financial resources to fulfill the contract.
6. The bidder's ability to provide future maintenance and/or services.
7. Any other applicable factors as the City determines necessary and appropriate (such as compatibility with existing equipment).

### **CONDITIONS AT SITE**

Bidders shall be responsible for having ascertained pertinent local conditions, such as: location, accessibility and general character of the site of the building. The character and extent of existing work within or adjacent to the site, and any other work being performed thereon at the time of the submission of her/his bid.

### **LAWS, PERMITS AND REGULATIONS**

1. The Contractor shall obtain and pay for all licenses and permits as may be required of him by law, and shall pay for all fees and charges for connection to outside services, and use of property other than the site of the work for storage of materials or other purposes.
2. The Contractor shall comply with all State and Local laws, ordinances, regulations and requirements applicable to work hereunder, including building code requirements. If the Contractor ascertains at any time that any requirement of this Contract is at variance with applicable laws, ordinances, regulations or building code requirements, she/he shall promptly notify the City of Rochester in writing.

### **CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE**

1. The Contractor shall deliver at the time of execution of the Contract, certificates of all insurance required hereunder and shall be reviewed prior to approval by the City of Rochester. The certificates of insurance shall contain the description of the Project, and shall state that the companies issuing insurance will endeavor to mail to the City of Rochester ten (10) days notice of cancellation, alteration or material change of any listed policies. The Contractor shall keep in force the insurance required herein for the period of the Contract. At the request of the City of Rochester, the Contractor shall promptly make available a copy of any and all listed insurance policies. The requested insurance must be written by a Company licensed to do business in New Hampshire at the time the policy is issued.
2. The City of Rochester, NH shall be listed as additional insured on all the Certificates of Insurance.
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, \$500,000.00 aggregate

Combined Single Limit, Bodily Injury and Property Damage:

\$5,000,000.00 aggregate

c. Automobile Liability

Limits of Liability - \$500,000.00 per accident

5. 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 a reasonable time after notice to do so; or
6. Becomes insolvent or has declared bankruptcy, or commits any act of bankruptcy or insolvency; or
7. Makes an assignment for the benefit of creditors; or
8. For any other causes whatsoever, fails to carry on the work in an acceptable manner the City of Rochester will give notice, in writing, to the Contractor for such delay, neglect, and default.

If the Contractor does not proceed in accordance with the Notice, then the City of Rochester will have full power and authority without violating the Contract to take the prosecution of the work out of the hands of the Contractor. The City of Rochester may enter into an agreement for the completion of said Contract according to the terms and conditions thereof, or use such other methods as in the City's opinion will be required for the completion of said Contract in an acceptable manner.

All extra costs and charges incurred by the City of Rochester as a result of such delay, neglect or default, together with the cost of completing the work under the Contract will be deducted from any monies due or which may become due to said Contractor. If such expenses exceed the sum which would have been payable under the contract, then the Contractor shall be liable and shall pay to the City of Rochester the amount of such excess.

#### **OBTAINING BID RESULTS**

Bid results will be available on the website at [www.rochesternh.net](http://www.rochesternh.net) within 48 hours of the bid opening.