

REQUEST FOR PROPOSAL

HUDSON LOCAL PUBLIC AGENCY PROJECT

LOWELL ROAD TO SAGAMORE BRIDGE TRANSPORTATION IMPROVEMENTS

**TOWN OF HUDSON
HILLSBOROUGH COUNTY
NEW HAMPSHIRE**

**STATE PROJECT NUMBER: 41754
FEDERAL PROJECT NUMBER: X-A004(742)**

April 2023

Prepared for

**Town of Hudson
Engineering Department
12 School Street
Hudson, NH 03051**



Prepared by

**VHB, Inc.
2 Bedford Farms Drive,
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Bedford, NH 03110-6532**

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REQUEST FOR PROPOSAL

The Town of Hudson, New Hampshire wishes to engage the services of a qualified private firm to provide construction services for:

HUDSON LOCAL PUBLIC AGENCY PROJECT LOWELL ROAD TO SAGAMORE BRIDGE TRANSPORTATION IMPROVEMENTS

The CONTRACTOR must be lawfully engaged in the service of construction in the State of New Hampshire.

An overview and detailed specifications are provided later in the Request for Proposal (RFP).

Proposals must be received no later than **10:00 AM on May 15, 2023** from interested firms, to be eligible for consideration by the Town. Proposal shall follow the format listed below and be on the forms provided as required. Each statement shall be submitted in a sealed envelope, which is clearly marked,

"CONSTRUCTION SERVICES FOR HUDSON LOCAL PUBLIC AGENCY PROJECT LOWELL ROAD TO SAGAMORE BRIDGE TRANSPORTATION IMPROVEMENTS HUDSON, NEW HAMPSHIRE"

Requests may be issued only by the Town Engineer, or his designee, to authorized firms, and are not transferable unless authorized by the Town Engineer or his designee.

Complete copies of RFP are available from:

Mr. Elvis Dhima, P.E.
Town Engineer
Town Hall
12 School Street
Hudson, NH 03051
edhima@Hudsonnh.gov

All proposals received will be considered confidential and not available for public review until after a vendor has been selected.

The Town reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality, information or errors in the proposal, to accept the proposal considered to be in the best interest of the Town, or to purchase on the open market if it is considered in the best interest of the Town to do so. Failure to submit all information called for and/or submission of an unbalanced proposal are sufficient reasons to declare a proposal as non-responsive and subject to disqualification.

Proposals which do not incorporate our requested format for providing **CONSTRUCTION SERVICES FOR HUDSON LOCAL PUBLIC AGENCY PROJECT LOWELL ROAD TO SAGAMORE BRIDGE TRANSPORTATION IMPROVEMENTS** will not be considered.

All proposals are advertised, at the Town’s discretion, in various publications and are posted publicly as detailed below:

Name	Advertising Medium	Address	Phone/Fax	Email and Web Address
Town Hall Hudson, NH	Post at Town Hall	12 School Street, Hudson NH 03051	603.886.6008 603.594.1142(fax)	edhima@hudsonnh.gov

TOWN OF HUDSON, NEW HAMPSHIRE

Mr. Elvis Dhima, PE, Town Engineer

Date: _____

PROPOSAL DUE DATE/TIME: MAY 15, 2023 NOT LATER THAN 10:00 AM AT THE TOWN HALL OFFICES, 12 SCHOOL STREET, HUDSON, NH.

A MANDATORY PRE-PROPOSAL MEETING WILL BE HELD AT THE TOWN HALL OFFICES ON APRIL 24, 2023 AT 11:00AM.

PREPARATION OF PROPOSALS:

Proposals shall be submitted on the forms provided and must be signed by the Proposer or the Proposer’s authorized representative. The person signing the proposal shall initial any corrections to entries made on the proposal forms.

Proposers must quote on all items appearing on the proposal forms. Failure to quote on all items may disqualify the proposal.

Unless otherwise stated in the Request for Proposal (RFP), the Proposer agrees that the proposal shall be deemed open for acceptance for ninety (90) calendar days subsequent to submittal to the Town of Hudson or as modified by addendum.

Any questions or inquiries must be submitted in writing, and must be received by the Town Engineer, Elvis Dhima (edhima@hudsonnh.gov) no later than seven (7) calendar days before the Request for Proposals due date to be considered. Any responses to questions, clarifications, or changes to the Request for Proposals will be provided to all Proposers of record that attended the mandatory pre-proposal meeting.

The Proposer shall not divulge, discuss or compare this proposal with other Proposers and shall not collude with any other Proposers or parties to a proposal whatever.

MANDATORY PRE-PROPOSAL MEETING:

All Proposers must attend the pre-proposal meeting at the **Town Hall Offices at 11:00 AM on APRIL 24, 2023.**

SUBMISSION OF PROPOSALS:

Proposals must be submitted at the Clerk's Office, Town Hall Offices, 12 School Street, Hudson NH **by 10:00AM MAY 15, 2023** as directed in the Request for Proposals, and on the forms provided unless otherwise specified. Proposals must be typewritten or printed in ink. Proposals must be mailed or delivered in person. Proposals that are faxed or e-mailed will not be accepted.

BID BOND

Each Bidder shall accompany the proposal with a bid guarantee in the form of Cashier's Check, or a Certified Check payable to the Town of Hudson, or a Bid Bond secured by a guaranteed company or surety company licensed to operate in the State of New Hampshire in the amount of 5% of the Bid. (See Attached).

This bid guarantee shall ensure the execution of a Contract, which shall remain in effect for ninety (90) days after receipt of Bid by the Owner.

The bid guarantees of the unsuccessful Bidders shall be returned as soon as practicable.

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

AMENDMENTS TO PROPOSALS

If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

Proposers shall acknowledge receipt of any amendment to this solicitation (1) by identifying the amendment number and date on the Proposal form, or by letter. Proposals which fail to acknowledge the Proposer's receipt of any amendment will result in the rejection of the Proposal if the amendment(s) contained information which substantively changed the municipality's requirements.

Amendments will be on file in the offices of the municipality and the Engineer at least 1 day before Proposal opening.

WITHDRAWAL OF PROPOSALS:

Proposals may be withdrawn by written notice, telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of proposals; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the proposer is mailed and postmarked prior to the specified proposal opening time. A proposal may be withdrawn in person by a proposer or its authorized representative if, before the exact time set for opening of proposals, the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal. Negligence on the part of the Proposer in preparing this proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening. Proposals may not be withdrawn for the period as indicated in this Request for Proposals or as modified by addenda.

RECEIPT AND OPENING OF PROPOSALS:

Proposals shall be submitted prior to the time fixed in the Request for Proposals. Proposals received after the time so indicated shall be returned unopened.

All qualified Bidders will receive consideration without regard to race, color, religion, creed, age, sex, or national origin.

PROPOSAL RESULTS:

All proposals received shall be considered confidential and not available for public review until after a contractor has been selected. All proposals may be subject to negotiations prior to the award of a contract.

NO TELEPHONE REQUESTS FOR RESULTS WILL BE ACCEPTED OR GIVEN.

TIE PROPOSALS:

When identical Proposals are received, with respect to price, delivery, financial resources, experience, ability to perform and quality, award may be made by a toss of a coin.

LIMITATIONS:

This Request for Proposal (RFP) does not commit the Town to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services, supplies or equipment. The Town reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this RFP, if it is in the best interest of the Town to do so.

The OWNER reserves the right to waive any informalities, to negotiate with any Bidder and to reject any or all Bids. No Bidder may withdraw his Bid within ninety (90) days after the actual date of the opening thereof.

PROPOSAL EVALUATION:

In an attempt to determine if a Proposer is responsible, the Town, at its discretion, may obtain technical support from outside sources. Each Proposer will agree to fully cooperate with the personnel of such organizations.

PROJECT BACKGROUND

The project area is located in Hudson near the east side of the Merrimack River at the junction between Lowell Road (Route 3A) and the approach to the Sagamore Bridges which lead to the F.E. Everett Turnpike (Route 3). The project addresses the southbound side of Lowell Road from the southern drive that services the Haffner's gas station to the ramps to the Sagamore Bridges. This project mitigates

congestion and improve air quality by improving traffic operations. Lowell Road is in need of transportation improvements to relieve traffic congestion.

This project will be approximately 20% funded by the Town of Hudson and 80% funded by Federal Congestion Mitigation and Air Quality (CMAQ) funds.

SCOPE OF SERVICES

The Town of Hudson Engineering Department is soliciting Contractor services to design and construct improvements

CONSTRUCTION SERVICES FOR LOWELL ROAD TO SAGAMORE BRIDGE TRANSPORTATION IMPROVEMENTS

The work will include construction of transportation improvements and involves the following:

- Construct additional southbound right turn lane on Lowell Road
- Construct approach ramp lane
- Construction sidewalks and Americans with Disabilities Act (ADA) accommodations
- Relocate and upgrade traffic signal systems at intersection of Lowell Road (NH 3A) and Flagstone Drive and Wason Road.
- Construct drainage system
- Construct utility relocations
- Construct signing and striping
- Grading of the site and construction of roadway sub-base materials
- Pavement installation
- Management of LRS soils on site
- Maintenance and Protection of Work Zone Traffic Control

The existing roadways must remain operational at all times during the construction unless directed by the Engineer in writing.

Proposers shall demonstrate experience in the design and installation of projects.

1. Description of Services Requested

The Contractor will need to provide the Town with a written description of the proposed work for review and approval.

Work will include:

- Complete schedule of the work and fees for the proposed tasks

2. Time Frame for Performance of Services

A contract will be signed as soon as possible after the Proposal due date and completion of the Proposal evaluations, estimated to be no later than June 20, 2023 and the project will proceed immediately. **The Contractor will be able to start work as of July 28, 2023 and must be substantially complete no later than August 16, 2024.**

TRAFFIC CONTROL/MAINTENANCE

The Town reserves the right to hire Hudson Police Department or Highway Department staff directly to reduce the cost of the traffic control/maintenance, if necessary.

PROPOSAL STATEMENT PREPARATION

In order to facilitate the evaluation of the Proposals, the Proposer is instructed to follow the outline below in responding. Proposals that do not follow the outline, or do not contain the required information may be considered as unresponsive Proposals. Additional or more detailed information may be annexed to the main body of the Proposal. Proposals shall be submitted in one (1) original and three (3) identical copies.

1. Company or Contractor Team Background Material

The Proposer shall provide information concerning the background of the firm including a brief description of the firm's experience providing similar services. This shall include any proposed subcontractor or consultants that the Proposer plans to engage on this project.

2. Experience/References

The Proposer shall provide a Client reference list, with names, addresses, and telephone numbers, especially for clients whom the Proposer has provided similar services in the past. The Proposer should be able to provide a list showing that they have worked on at least one similar project in the last FIVE (5) years that are of similar size and scope. References shall include a brief description of the project and the services provided. Contractor shall be familiar with the New Hampshire Department of Transportation specifications.

3. Project Approach

The Proposer shall provide a cost estimate, including construction techniques and proposed construction materials for the construction. The Proposer shall also describe recent similar work and any other information that the Proposer deems relevant to the project, and which the Proposer believes will further the competitiveness of the Proposal, including work samples, pictures, etc. from similar completed projects.

4. Schedule

The Proposer shall provide a brief description of their ability to meet the construction schedule set forth in this Request for Proposal. In addition, the Proposer shall provide a proposed schedule of construction.

5. Cost Proposal

Proposers shall submit a Cost Proposal in unit price format according to the schedule of prices in the proposal.

AWARD OF CONTRACT:

Any contract entered into by the Town shall be in response to the proposal and subsequent discussions. It is the policy of the Town that contracts be awarded, among other considerations, only to responsive and responsible Proposers. In order to qualify as responsive and responsible, a prospective Contractor must meet the following standards as they relate to this request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
- Be able to comply with the proposed or required time of completion or performance schedule;
- Have a demonstrated satisfactory record of performance.
- Adhere to the specifications of this proposal and provide all documentation required of this proposal

The contract will be awarded on the basis of the responsive and responsible proposal with the lowest overall bid price.

The Town reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality, information and/or errors in the proposal, to accept any proposal in part or in whole as may be in the best interest of the Town, or any other option if it is considered in the best interest of the Town to do so. Furthermore, the selection of the successful low bidder by the Town must also be approved by the New Hampshire Department of Transportation Bureau of Planning and Community Assistance before the Town can execute a contract with the Proposer.

This solicitation requires proposing on all items, failure to do so will disqualify the proposal.

CONTRACT AWARD PROTEST POLICY AND PROCEDURE:

a. Definitions. As used in this provision:

“Interested party” means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

“Protest” means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

b. Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from:

Steve Malizia, Town Administrator
Town of Hudson
12 School Street
Hudson, NH 03051

c. All protests shall be resolved in accordance with the municipality’s protest policy and procedures, copies of which are maintained at the municipality.

MODIFICATIONS AFTER AWARD:

The Contract shall constitute the entire understanding between the parties, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto. Such modification shall be in the form of a contract amendment executed by both parties.

CANCELLATION OF AWARD:

The Town reserves the right to cancel the award without liability to the Proposer at any time before a contract has been fully executed by all parties and is approved by the Town.

CONTRACT:

Any Contract between the Town and the Contractor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto and (2) the Contractor's proposal in response to the RFP, (3) Form of Agreement. In the event of a conflict in language between documents (1), (2), and (3) referenced above, the provisions and requirements set forth and referenced in the RFP shall govern. However, the Town reserves the right to clarify any contractual relationship in writing and such written clarification shall govern in case of conflict. In all other matters, not affected by written clarification, if any, the RFP shall govern. The Proposer is cautioned that this proposal shall be subject to acceptance without further clarification.

EXECUTION OF CONTRACT:

The successful Proposer shall sign (execute) the contract documents and shall satisfy all conditions set forth in the contract to enter into the contract and return such signed documents to the Town, within ten (10) calendar days from the date mailed or otherwise delivered to the successful Proposer.

APPROVAL OF CONTRACT:

Upon receipt of the contract that has been fully executed by the successful Proposer, the Town shall complete the execution of the contract in accordance with local laws or ordinances and return the fully executed contract to the Contractor. Delivery of the fully executed contract, along with a Notice to Proceed and a Town purchase order, to the Contractor shall constitute the Town's approval of the contract with the Contractor.

FAILURE TO EXECUTE CONTRACT:

Failure of the successful Proposer to execute the contract within ten (10) calendar days from the date mailed or otherwise delivered to the successful Proposer shall be just cause for cancellation of the award.

DISQUALIFICATION:

Awards will not be made to any person, firm and/or corporation that has defaulted upon a contract with the Town, the State of New Hampshire or the Federal Government within the past 5 years. Awards will not be made to any principal owner or officers that have a 10% or greater interest in a firm or corporation that has defaulted upon a contract with the Town, the State of New Hampshire or the Federal Government within the past 5 years. Corporations must currently be in good standing with the Secretary of State's Office in the state of incorporation.

INSURANCE:

The successful Proposer shall procure and maintain insurance, in the amounts and coverage as set forth in this Request for Proposals, or otherwise required by the Town, at the Proposer's sole expense, with Town approved insurance companies, insuring against any and all public liability, including injuries or death to persons and damage to property, arising out of or related to the goods or Proposer's performance hereunder and shall furnish to the Town certificates of such insurance and renewals thereof signed by the issuing company or agent upon the Town's request. Such certificates shall name the Town of Hudson as an additional insured. Such policies shall provide for cancellation only subsequent to 30 days prior written notice to the Town and proof of subsequent insurance upon cancellation of prior policy.

The Town's examination of, or failure to request or demand, any evidence of insurance hereunder, shall not constitute a waiver of any requirement and the existence of any insurance shall not limit the Proposer's obligation under any provision hereof.

Except to the extent of comparable insurance acceptable to, or express waiver by the Town, the Proposer shall, or shall cause any carrier engaged by the Proposer, to insure all shipments of goods for full value.

If the contract with the Proposer involves the performance of work by the Proposer's employees at property owned or leased by the Town, the Proposer shall furnish such additional insurance as the Town may request in respect thereof, but in any event and without such request, workers' compensation insurance and unemployment compensation insurance as required by laws of the State of New Hampshire and public and automotive liability and property damage insurance. In no event shall such employees of the Proposer be deemed to be the employees of, or under the direction or control of the Town for any purpose whatsoever.

PERFORMANCE BOND

Unless specifically waived in the Proposal, upon execution of the Contract, the successful bidder shall furnish the Town with a surety bond or bonds equal to the sum of 100 percent of the Contract amount. If a bond is used, it shall meet the following requirements:

- a. The form of the bond(s) shall be acceptable to the Town (See attached), and
- b. The bonding company issuing the bond(s) shall be licensed to transact business in the State of New Hampshire, and
- c. The bonding company issuing the bond(s) shall be listed on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as published by the United States Department of the Treasury, Fiscal Service, Circular 570.

The Bonds shall guarantee the execution, faithful performance, and completion of the work to be done under the Contract, and payment in full of all bills and accounts for materials and labor used in the work. In the event the surety or bonding company fails or becomes financially insolvent, the Contractor shall file a new bond(s) in the amount designated by the Town, within 30 calendar days of such failure or insolvency.

Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The

effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the municipality may grant based upon reasons determined adequate by the municipality, shall render the bidder ineligible for award. The municipality may then either award the contract to the next responsible bidder or solicit new bids. The municipality may retain the ineligible bidder's bid guarantee.

DISAGREEMENTS AND DISPUTES:

All disagreements and disputes, if any, arising under the terms of any contract, either by law, in equity, or by arbitration, shall be resolved pursuant to the laws and procedures of the State of New Hampshire, in which state any contract shall be deemed to have been executed. No action at law, or equity, or by arbitration shall be commenced to resolve any disagreements or disputes under the terms of any contract, in any jurisdiction whatsoever other than the State of New Hampshire and Hillsborough County.

TERMINATION OF CONTACT FOR CAUSE:

If the Contractor shall violate any provision of the Contract, the Town shall have the right to terminate the Contract. To terminate the Contract, the Town shall provide written notice to the Contractor of such termination. Such written notice shall state the Contract violation(s) and be delivered to the Contractor's address as identified in the Contract Documents. This notice shall provide the Contractor with fifteen (15) calendar days from the date of delivery, to correct the violation(s) to the Town's satisfaction. Should the Contractor fail to satisfactorily correct all violations within (15) fifteen calendar days, the Town may terminate the contract immediately upon delivery of a Notice of Termination to the Contractor. Such termination shall become effective immediately or as otherwise determined by the Town. Upon termination, all finished or unfinished work, services, plans, data programs and reports prepared by the Contractor under the Contract shall become the Town's property. The Town may also terminate this Contract in accordance with any other applicable Contract provision.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of any contract, and the Town may withhold any payments until such time as the exact amount of damages due the Town is determined.

TERMINATION FOR THE CONVENIENCE OF THE TOWN:

The Town may terminate any contract at any time by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

In that event, all finished or unfinished work, services, documents and materials shall become the Town's property. If any Contract is terminated by the Town as provided herein, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services covered by any contract, less payments of compensation previously made.

PATENT PROTECTION:

The successful Proposer agrees to indemnify and defend the Town of Hudson from all claims and losses resulting from alleged and actual patent infringements and further agrees to hold the Town of Hudson harmless from any liability arising under RSA 382-A, 2-312 (3). (Uniform Commercial Code).

OWNERSHIP OF REPORTS:

All data, materials, plans, reports and documentation prepared pursuant to any contract between the Town of Hudson and the successful Proposer shall belong exclusively to the Town.

ASSIGNMENT PROVISION:

The successful Proposer hereby agrees that it will assign to the Town of Hudson all cause of action that it may acquire under the anti-trust laws of New Hampshire and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the Town under this contract if so requested by the Town of Hudson.

PAYMENT:

Payment will be made within thirty (30) days of the completion of the work based upon the payment schedule listed in the Supplementary Conditions after receipt of invoice by the Town.

TAX:

The Town is exempt from all sales and Federal excise taxes. The Town's tax exemption certificate will be provided to the successful Contractor upon request. Please bill less these taxes.

FUNDING OUT:

The Town of Hudson's obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The Town may terminate the contract at any time, due to the non-appropriation of funds, and all payment obligations of the Town cease on the date of termination.

ASSIGNMENT OR SUB-CONTRACTING:

None of the work or services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the Town.

PRICING:

Unless otherwise specified all prices listed are firm for the term of the contract. All prices should include all labor, material and transportation costs, and any discounts offered. No fuel surcharges shall be allowed at any time.

AUDIT:

For a period of at least three (3) years after completion of any contract, it is the responsibility of the Contractor to make available at the Contractor's place of business, upon demand, all price lists, documents, financial records and other records pertaining to purchases made and /or work performed under contract for the purposes of audit by the Town of Hudson.

INSPECTION & EVALUATION:

The Town of Hudson reserves the right to inspect the Contractor's facilities during operating hours to determine that the level of inventory is adequate for the Town's needs. The conditions and operations of the facility shall be taken into consideration in making the award of this contract.

FUGITIVE NOISE ORDINANCES

All work shall be conducted in conformance with the Town's Code Part II General Legislation

1. Chapter 249-4, Prohibited Noise Emissions and Conditions

The Town Code can be viewed on-line at <http://ecode360.com/HU1110>

GUARANTEES & WARRANTY:

All parts and labor related to contracts must be guaranteed and include a 12-month warranty from the date of acceptance by the Town. If any work is unable to be guaranteed, the contractor must inform the Town, in writing, prior to the delivery of an item or any work being performed. Non-guaranteed work must be offered at a discount rate from the proposal prices. **Inspection, testing and final determination of non-warranty work shall be performed at no cost to the Town.**

FORCE MAJEURE:

Neither party shall be liable for any inability to perform its' obligations under any subsequent contract due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.

SEVERABILITY:

If any of this Request for Proposals or subsequent contract are held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or the inability to enforce a term or condition will not affect any of the other in this Request for Proposals or subsequent contract.

PROVISION REQUIRED BY LAW DEEM INSERTED

Each and every provision and clause required by law to be inserted in this Request for Proposals and any subsequent Contract shall be deemed to be inserted herein and this Request for Proposals and Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Request for Proposals and/or Contract shall forthwith be physically amended to make such insertion or correction.

DISADVANTAGED BUSINESS ENTERPRISES

The Town hereby notifies all Contractors that it will affirmatively insure that in any contract entered into pursuant to this Request for Proposals, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this request and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age or disability in consideration for an award.

NON-DISCRIMINATION

Contracts for work resulting from this Request for Proposals shall obligate the Contractor and the Contractor's subcontractors not to discriminate in employment practices on the grounds of race, color, national origin, religion, sex, age or disability. Statements as to non-discriminatory practices may be requested from the successful Vendor(s).

DEFINITIONS:

Proposal shall also mean quotation, bid, offer and qualification/experience statement.

Vendors shall also mean Proposers, offerors, bidders, contractors or any person or firm responding to a Request for Proposals.

Contract shall also mean agreement.

GOVERNING LAW:

The Laws of the State of New Hampshire shall govern all contracts entered into by the Town of Hudson. Any disputes shall be resolved within the venue of the State of New Hampshire and Hillsborough County.

FAILURE TO ACKNOWLEDGE THIS REQUEST FOR PROPOSALS MAY RESULT IN WITHDRAWAL FROM THE PROPOSAL LIST FOR THIS COMMODITY OR SERVICE.

FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF AN ORDER OR CONTRACT.

PROPOSAL SUBMISSION CHECKLIST

In order to be considered responsive, each prospective vendor must submit the following documents, in **one (1) original and one (1) identical copies** as part of its proposal:

1. Proposal Document as outlined above
2. Specifications Exception Form
3. Alternate Form W-9
4. Town of Hudson Indemnification Agreement

The successful contractor must submit, prior to contract signing, its insurance certificate (naming the Town of Hudson) that meets the minimum required types and levels of coverage. In addition, as noted in the RFP the Contract will be required to provide a Performance bond to the Town.

Bid Item	Item Description (Unit Price in Words)	Unit	Estimated Quantity	Unit Price	Total Price
201.1	CLEARING AND GRUBBING (F) _____ Dollars and _____ Cents	A	0.1	\$ _____	\$ _____
203.1	COMMON EXCAVATION _____ Dollars and _____ Cents	CY	1960	\$ _____	\$ _____
203.11	COMMON EXCAVATION - LRS _____ Dollars and _____ Cents	CY	365	\$ _____	\$ _____
203.6	EMBANKMENT IN PLACE (F) _____ Dollars and _____ Cents	CY	592	\$ _____	\$ _____
206.19	COMMON STRUCTURE EXCAVATION EXPLORATORY _____ Dollars and _____ Cents	CY	5	\$ _____	\$ _____
214.	FINE GRADING _____ Dollars and _____ Cents	U	1	\$ _____	\$ _____
304.1	SAND (F) _____ Dollars and _____ Cents	CY	589	\$ _____	\$ _____
304.2	GRAVEL (F) _____ Dollars and _____ Cents	CY	84	\$ _____	\$ _____
304.35	CRUSHED GRAVEL FOR DRIVES _____ Dollars and _____ Cents	CY	9	\$ _____	\$ _____
304.4	CRUSHED STONE (FINE GRADATION) (F) _____ Dollars and _____ Cents	CY	343	\$ _____	\$ _____
304.5	CRUSHED STONE (COURSE GRADATION) (F) _____ Dollars and _____ Cents	CY	909	\$ _____	\$ _____
403.11923	HBP-3/4" BINDER MIX, MACHINE METHOD, HIGH STRENGTH _____ Dollars and _____ Cents	TON	592	\$ _____	\$ _____
403.12	HOT BITUMINOUS PAVEMENT, HAND METHOD _____ Dollars and _____ Cents	TON	51	\$ _____	\$ _____
403.16	PAVEMENT JOINT ADHESIVE _____ Dollars and _____ Cents	LF	7000	\$ _____	\$ _____
403.19	HBP - TEMPORARY _____ Dollars and _____ Cents	TON	5	\$ _____	\$ _____

Bid Item	Item Description (Unit Price in Words)	Unit	Estimated Quantity	Unit Price	Total Price
410.22	ASPHALT EMULSION FOR TACK COAT _____ Dollars and _____ Cents	GAL	170	\$ _____	\$ _____
417	COLD PLANING BITUMINOUS SURFACES _____ Dollars and _____ Cents	SY	300	\$ _____	\$ _____
585.3	STONE FILL, CLASS C _____ Dollars and _____ Cents	CY	2	\$ _____	\$ _____
603.0001	VIDEO INSPECTION _____ Dollars and _____ Cents	LF	145	\$ _____	\$ _____
603.00215	15" R.C. PIPE, 2000D _____ Dollars and _____ Cents	LF	71	\$ _____	\$ _____
603.00224	24" R.C. PIPE, 2000D _____ Dollars and _____ Cents	LF	74	\$ _____	\$ _____
603.30124	24" R.C. END SECTIONS _____ Dollars and _____ Cents	EA	1	\$ _____	\$ _____
604.0007	POLYETHELENE LINER _____ Dollars and _____ Cents	EA	10	\$ _____	\$ _____
604.124	CATCH BASINS TYPE B, 4-FOOT DIAMETER _____ Dollars and _____ Cents	U	11	\$ _____	\$ _____
604.52	RECONSTRUCTING / ADJUSTING DRAINAGE MANHOLES _____ Dollars and _____ Cents	LF	20	\$ _____	\$ _____
604.62	DRAINAGE MANHOLE COVERS AND FRAMES _____ Dollars and _____ Cents	EA	9	\$ _____	\$ _____
607.934	RESET CHAIN LINK FENCE WITH VINYL COATED FABRIC, 4' HIGH _____ Dollars and _____ Cents	LF	129	\$ _____	\$ _____
608.125	2 1/2" BITUMINOUS SIDEWALK (F) _____ Dollars and _____ Cents	SY	401	\$ _____	\$ _____
608.24	4" CONCRETE SIDEWALK (F) _____ Dollars and _____ Cents	SY	106	\$ _____	\$ _____
608.54	DETECTABLE WARNING SURFACES, CAST IRON _____ Dollars and _____ Cents	SY	12	\$ _____	\$ _____

Bid Item	Item Description (Unit Price in Words)	Unit	Estimated Quantity	Unit Price	Total Price
609.01	STRAIGHT GRANITE CURB _____ Dollars and _____ Cents	LF	850	\$ _____	\$ _____
609.02	CURVED GRANITE CURB _____ Dollars and _____ Cents	LF	23	\$ _____	\$ _____
609.214	STRAIGHT GRANITE SLOPE CURB, 4" HIGH _____ Dollars and _____ Cents	LF	584	\$ _____	\$ _____
609.5	RESET GRANITE CURB _____ Dollars and _____ Cents	LF	100	\$ _____	\$ _____
611.811	ADJUSTING/RELOCATING HYDRANTS _____ Dollars and _____ Cents	EA	1	\$ _____	\$ _____
614.511	CONCRETE PULL BOX 14" _____ Dollars and _____ Cents	EA	10	\$ _____	\$ _____
614.73114	3" PVC CONDUIT SCH. 40 _____ Dollars and _____ Cents	LF	850	\$ _____	\$ _____
614.73118	3" PVC CONDUIT SCH. 80 _____ Dollars and _____ Cents	LF	165	\$ _____	\$ _____
615.0201	TRAFFIC SIGN TYPE B _____ Dollars and _____ Cents	SF	7	\$ _____	\$ _____
615.024	RELOCATING TRAFFIC SIGN, TYPE B _____ Dollars and _____ Cents	U	1	\$ _____	\$ _____
615.0301	TRAFFIC SIGN TYPE C _____ Dollars and _____ Cents	SF	30	\$ _____	\$ _____
615.033	REMOVING TRAFFIC SIGN, TYPE C _____ Dollars and _____ Cents	U	3	\$ _____	\$ _____
615.034	RELOCATING TRAFFIC SIGN, TYPE C _____ Dollars and _____ Cents	U	4	\$ _____	\$ _____
615.0501	TRAFFIC SIGN TYPE BB _____ Dollars and _____ Cents	SF	8	\$ _____	\$ _____
615.0601	TRAFFIC SIGN TYPE CC _____ Dollars and _____ Cents	SF	9	\$ _____	\$ _____

Bid Item	Item Description (Unit Price in Words)	Unit	Estimated Quantity	Unit Price	Total Price
615.072	REMOVE AND RELOCATE BUSINESS SIGN _____ Dollars and _____ Cents	U	1	\$ _____	\$ _____
616.191	ALTS. TO TRAFFIC SIGNALS _____ Dollars and _____ Cents	U	1	\$ _____	\$ _____
618.61	UNIFORMED OFFICERS W/ VEHICLE _____ Seventy Two Thousand _____ Dollars and _____ Zero _____ Cents	\$	1	\$ 72,000.00	\$ 72,000.00
618.7	FLAGGERS _____ Dollars and _____ Cents	HR	960	\$ _____	\$ _____
619.1	MAINTENANCE OF TRAFFIC _____ Dollars and _____ Cents	U	1	\$ _____	\$ _____
619.253	PORTABLE CHANGEABLE MESSAGE SIGN _____ Dollars and _____ Cents	UWK	20	\$ _____	\$ _____
622.2	CONCRETE BOUNDS (REMOVE) _____ Dollars and _____ Cents	EA	2	\$ _____	\$ _____
622.4	STONE BOUNDS _____ Dollars and _____ Cents	EA	9	\$ _____	\$ _____
625.2	CONCRETE LIGHT POLES BASES, TYPE B _____ Dollars and _____ Cents	EA	3	\$ _____	\$ _____
628.2	SAWED BITUMINOUS PAVEMENT _____ Dollars and _____ Cents	LF	1550	\$ _____	\$ _____
632.0104	RETROREFLECTIVE PAINT PAVE. MARKING, 4" LINE _____ Dollars and _____ Cents	LF	1050	\$ _____	\$ _____
632.0108	RETROREFLECTIVE PAINT PAVE. MARKING, 8" LINE _____ Dollars and _____ Cents	LF	975	\$ _____	\$ _____
632.0118	RETROREFLECTIVE PAINT PAVE. MARKING, 18" LINE _____ Dollars and _____ Cents	LF	184	\$ _____	\$ _____
632.02	RETROREFLECTIVE PAINT PAVE. MARKING, SYMBOL OR WORD _____ Dollars and _____ Cents	SF	354	\$ _____	\$ _____
632.911	OBLITERATE PAVEMENT MARKING, 12" WIDE & UNDER _____ Dollars and _____ Cents	LF	860	\$ _____	\$ _____

Bid Item	Item Description (Unit Price in Words)	Unit	Estimated Quantity	Unit Price	Total Price
632.92	OBLITERATE PAVEMENT MARKING, SYMBOL OR WORD _____ Dollars and _____ Cents	SF	200	\$ _____	\$ _____
645.512	COMPOST SOCK FOR PERIMETER BERM _____ Dollars and _____ Cents	LF	1485	\$ _____	\$ _____
645.531	SILT FENCE _____ Dollars and _____ Cents	LF	1485	\$ _____	\$ _____
645.7	STORMWATER POLLUTION PREVENTION PLAN _____ Dollars and _____ Cents	U	1	\$ _____	\$ _____
645.71	MONITORING SWPPP AND EROSION AND SEDIMENT CONTROLS _____ Dollars and _____ Cents	HR	40	\$ _____	\$ _____
646.31	TURF ESTABLISHMENT WITH MULCH AND TACKIFIERS _____ Dollars and _____ Cents	SY	1400	\$ _____	\$ _____
646.51	TURF ESTABLISHMENT W/ MULCH, TACKIFIERS & LOAM _____ Dollars and _____ Cents	SY	800	\$ _____	\$ _____
650.2	LANDSCAPING _____ Dollars and _____ Cents	U	1	\$ _____	\$ _____
692	MOBILIZATION _____ Dollars and _____ Cents	U	1	\$ _____	\$ _____
697.31	PROJECT OPERATIONS PLAN _____ Dollars and _____ Cents	U	1	\$ _____	\$ _____
698.13	FIELD OFFICE TYPE C _____ Dollars and _____ Cents	MON	6	\$ _____	\$ _____
699	MISCELLANEOUS TEMPORARY EROSION AND SEDIMENT CONTROL _____ Dollars and _____ Cents	\$	1	\$ _____	\$ _____
1010.15	FUEL ADJUSTMENT _____ One _____ Dollars and _____ Zero _____ Cents	\$	20000	\$ <u>1.00</u>	\$ <u>20,000.00</u>
1010.2	ASPHALT CEMENT ADJUSTMENT _____ One _____ Dollars and _____ Zero _____ Cents	\$	10000	\$ <u>1.00</u>	\$ <u>10,000.00</u>
BID TOTAL =					\$ _____

PROPOSAL FORM

**CONSTRUCTION SERVICES FOR
HUDSON LOCAL PUBLIC AGENCY PROJECT
LOWELL ROAD TO SAGAMORE BRIDGE TRANSPORTATION IMPROVEMENTS
TOWN OF HUDSON, NEW HAMPSHIRE**

THE UNDERSIGNED HEREBY OFFERS TO PROVIDE DESIGN AND CONSTRUCTION SERVICES FOR THE PROJECT LOCATION LISTED ABOVE FOR THE FOLLOWING PRICES

1. Construction Services :

Construction services for the project listed above.

\$ _____

Length of the warranty for labor shall be one year from the date of Project acceptance

Length of the warranty for materials shall be one year from the date of Project acceptance

The warranty shall include parts, labor, and travel to and from the site to remedy any warranty repairs.

The undersigned acknowledges:

1. That he/she is an authorized agent of the vendor submitting this proposal
2. The receipt of the following addenda:

3. The firm submitting this bid has never defaulted on any municipal, state, federal or private contract
4. The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.
5. The undersigned hereby certifies that he (has) (has not) (CIRCLE ONE) performed work subject to the President's Executive Order No. 11246 entitled "Equal Employment Opportunity."
6. The undersigned hereby acknowledges that he has read this proposal in its entirety and understands and agrees to all provisions contained herein.

Company: _____

Signed by: _____

Printed or typed name: _____

Address: _____

Telephone number: _____ fax number: _____

Toll free number: _____ e-mail: _____

Cell phone number: _____

Primary point of contact: _____

Payment terms and conditions: _____

Please fill out, sign and return to:

Town of Hudson
Town Engineer
Mr. Elvis Dhima, P.E.,
12 School Street, Hudson, NH 03051
603-886-6008; 603-594-1142 (Fax)
edhima@hudsonnh.gov

Due Date/Time: MAY 15, 2023, Not Later Than 10:00 AM

SPECIFICATIONS EXCEPTION FORM

**CONSTRUCTION SERVICES FOR
LOWELL ROAD TO SAGAMORE BRIDGE TRANSPORTATION IMPROVEMENTS
TOWN OF HUDSON, NEW HAMPSHIRE**

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the Town of Hudson to ferret out information concerning the materials, which you intend to furnish.

If your bid/quotation does not meet all of NHDOT specifications, you **must** so state in the space provided below:

Proposals on equipment, vehicles, supplies, service and materials not meeting specifications may be considered by the Town, however, all deviations must be listed above.

If your proposal does not meet our specifications, and your exceptions are not listed above, the Town of Hudson may claim forfeiture on your proposal bond, if submitted.

Signed: _____
I DO meet specifications

Signed: _____
I DO NOT meet specifications as listed in this bid; exceptions are in the space provided.

Failure to submit this form with your RFP response may result in your Proposal being rejected as unresponsive.

Alternate Form W-9 <small>(rev 01/2011)</small>	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
Name (as shown on your income tax return)		
Business name/disregard entity name, if different from above		
Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Exempt payee		
<input type="checkbox"/> Limited Liability Company - Enter the tax classification (C= Corporation, S-S Corporation, P= Partnership)_ _ _ _ _ <input type="checkbox"/> Other (see instructions)		
Address (number, street, and apt. or suite no.)		Requester's name and address (optional) City of Concord 41 Green Street Concord NH 03301
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3. **Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social	Security	number	-	Employer	identification	number	-
--------	----------	--------	---	----------	----------------	--------	---

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. Person	Date:
------------------	---------------------------------	--------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income. **Note.** If a requester give you a form other than Form W-9 to request your TIN, you must use the requester's form if it is

substantially similar to this Form W-9. Pursuant to IRS Regulations, you must furnish your Taxpayer IRS Identification Number (TIN) to the City whether or not you are required to file tax returns. If this number is not provided, you may be subject to required withholding on each payment made to you. To avoid this withholding & to ensure that accurate tax information is reported to the IRS, **A RESPONSE IS REQUIRED.**

**CONSTRUCTION SERVICES FOR
HUDSON LOCAL PUBLIC AGENCY PROJECT
LOWELL ROAD TO SAGAMORE BRIDGE TRANSPORTATION IMPROVEMENTS
TOWN OF HUDSON, NEW HAMPSHIRE**

**THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE, AND IS
HEREBY A PROVISION OF ANY CONTRACT**

The successful contractor agrees to indemnify, defend and save harmless the Town, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the contractor in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the Town for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town or its employees. This indemnification shall survive the expiration or early termination of this contract.

Company_____

Taxpayer identification number_____

Authorized signature_____

Date_____

Address_____

Telephone_____

Toll-free number_____

Fax number_____

E-mail address_____

**CONSTRUCTION SERVICES FOR HUDSON LOCAL PUBLIC AGENCY PROJECT
 LOWELL ROAD TO SAGAMORE BRIDGE TRANSPORTATION IMPROVEMENTS
 Town of Hudson
 Insurance Requirements for All Contractors**

Additional Coverage is Required if Checked *Minimum Limits Required*

Commercial General Liability

General Aggregate	\$2,000,000
Products-Completed Operations Agg.	\$2,000,000
Personal and Advertising	\$1,000,000
Each Occurrence Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 5,000

- Occurrence
- Claims Made

Additional Coverage to Include

- | | |
|---|----|
| <input type="checkbox"/> Owners & Contractors' Protective – Limit | NA |
| <input type="checkbox"/> Underground/Explosion and Collapse | NA |

Commercial Automobile Liability

Combined Single Limit	\$1,000,000
-----------------------	-------------

- Any Auto, Symbol 1
- Include Employees as Insured

Additional Coverage to include:

- | | |
|---|----|
| <input type="checkbox"/> Garage Liability | NA |
| <input type="checkbox"/> Garage Keepers Legal Liability | NA |

Workers Compensation

NH Statutory including Employers Liability - Each Accident/Disease-Policy Limit/Disease-Each Employee	\$100,000/\$500,000/\$100,000
--	-------------------------------

Commercial Umbrella

May be substituted for higher limits required above	\$1,000,000 _____
<input checked="" type="checkbox"/> Follow Form Umbrella on ALL requested Coverage	

Other

- | | |
|---|----|
| <input type="checkbox"/> 1. Professional/Errors & Omissions | NA |
| <input type="checkbox"/> 2. Builders Risk – Renovation Form | |
| All Risk completed value form including Collapse | NA |
| Sublimit for Soft Cost Coverage | NA |
| <input type="checkbox"/> 3. Installation Floater (Equipment) | NA |
| <input type="checkbox"/> 4. Riggers Liability | NA |
| <input type="checkbox"/> 5. Environmental – Pollution Liability | NA |
| <input type="checkbox"/> 6. Aviation Liability | NA |
| <input type="checkbox"/> 7. Watercraft – Protection & Indemnity | NA |

(X) **The Town of Hudson must be named as Additional Insured with respect to general, automobile and umbrella liability.**

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

Bid Due Date:

Project (Brief Description Including Location):

BOND

Bond Number:

Date (Not later than Bid due date):

Penal Sum: _____ (Words) _____ (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:
 - 1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
 - 1.2. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**GENERAL CONDITIONS OF THE
CONTRACT FOR CONSTRUCTION**

**HUDSON LOCAL PUBLIC AGENCY PROJECT
CONSTRUCTION SERVICES FOR LOWEL ROAD TO SAGAMORE
BRIDGE TRANSPORTATION IMPROVEMETS**

Hudson, NH

April 2023

Prepared by:

**Engineering Department
12 School Street
Hudson, NH 03051**

General Conditions

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GENERAL CONDITIONS TO THE CONTRACT

Dated this _____ day of _____ Two Thousand and Seventeen

By and Between:

Municipalities: Town of Hudson, New Hampshire

and

General Contractor: _____

(Company)

(Address)

(City, State, Zip Code)

Engineer:

ARTICLE 1 – DEFINITIONS

1.1 GENERAL

The most recent date of issue of publications referenced by the contract documents, including interim publications, that precedes the date of receipt of bid for the Project shall apply unless stated otherwise in the contract documents.

1.1.1 Acceptance. The formal written acceptance by the Municipalities of the contract work as described herein which has been completed in all respects in accordance with the Plans and Specifications and any modifications previously approved.

1.1.2 Addendum (addenda). Contract revisions developed after advertisement and before opening Bids.

1.1.3 Advertisement. A public announcement, inviting Bids for work to be performed or materials to be furnished.

1.1.4 Agreement. The written instrument which is evidence of the agreement between the Municipalities and Contractor.

1.1.5 Approved Material. 1. Material obtained from within the limits of the Project or from outside sources suitable for the intended use and approved by the Engineer. 2. Manufactured material approved by the Engineer for use in the work.

1.1.6 Award The acceptance of a proposal by the Municipalities.

1.1.7 Bid. The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.1.8 Bid Bond. A proposal guarantee as outlined in the Instructions to Bidders for Contracts.

1.1.9 Bidder. The individual, partnership, firm, corporation, or any combination thereof, or joint venture, submitting a Bid in accordance with the bidding requirements.

1.1.10 Bidding Requirements. The advertisement or invitation to Bid, instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

1.1.11 Change Order. A document recommended by the Engineer, signed by the Contractor and Municipalities authorizing changes in the plans or quantities or both, within the scope of the Contract, and establishing the basis of payment and time adjustments for the Work affected by the changes.

1.1.12 Completion. Completion of the Project occurs when the Contractor has completed all work required by the Contract and has satisfactorily executed and delivered

to the Engineer all documents, certificates and proofs of compliance required by the Contract.

1.1.13 Construction Zone. The area shown on the plans in which the contract work is to be performed.

1.1.14 Contract. The written agreement between the Municipalities and the Contractor setting forth the obligations of the parties there under, including, but not limited to the performance of the Work and the basis of payment.

1.1.15 Contract Bonds: The approved form of security including a Performance Bond and a Labor and Materials Payment Bond executed by the Contractor and his Surety or Sureties, guaranteeing complete execution of the Contract and all supplemental agreements pertaining thereto, including the payment of all legal debts pertaining to the construction of the project.

1.1.16 Contract Documents. Those items so designated in the Agreement. Including but not limited to information supplied to bidders, bid, bid bond, Agreement, payment bond, performance bond, notice of award, notice to proceed, change orders, drawings, specifications and addenda.

1.1.17 Contract Administrator/Project Engineer. The field representative of the Engineer having direct supervision of the administration of the Contract.

1.1.18 Contract Price. Those monies payable to the Contractor pursuant to the Contract terms for completion of the Work as stated in the Agreement.

1.1.19 Contract Time. The time allowed for completion of the contract, including authorized time extensions.

1.1.20 Contractor/Prime Contractor. The individual or entity with whom the Municipalities has entered into Agreement.

1.1.21 Day. Unless otherwise indicated, this term will mean a calendar day.

1.1.22 Delay. Any event, action, force, or factor that causes the established Contract Time to be exceeded for performance of the Contract.

1.1.23 Department/Municipalities/Owner. The Municipalities designated as the party of the first part to the Contract .

1.1.24 Differing Site Conditions. Subsurface or latent physical conditions that, (1) differ materially from those indicated in the Contract, or (2) differ materially from conditions normally encountered or those conditions generally recognized as inherent in the nature of the Work required in the Contract, or (3) are unknown conditions of an unusual nature.

1.1.25 Engineer. The New Hampshire licensed Engineering Firm or Engineer with whom the Municipalities has contracted, who is responsible for engineering supervision of the work, acting directly or through his duly authorized representatives.

1.1.26 Expression. By or to the Engineer. In order to avoid cumbersome and confusing repetition of expressions in these specifications, it is hereby provided that any and all of the following words or any form of such words, unless clearly indicated otherwise, shall be understood to be followed by the words “by the Engineer” or “to the Engineer”: Accepted, approved, authorized, condemned, considered, or deemed necessary, contemplated, designated, determined, directed, disapproved, established, given, indicated, insufficient, ordered, permitted, rejected, required, reserved, satisfactory, specified, sufficient, suitable, suspended, unacceptable or unsatisfactory.

1.1.27 Extra Work. Work performed by the Contractor not originally specified in the Contract, but found essential to the satisfactory completion of the project.

1.1.28 Force Account. A basis of payment for the directed performance of Work with payment based on the actual cost for labor, materials, and equipment with consideration for overhead and profit.

1.1.29 Hazardous Material (toxic waste). Shall mean material as defined by RSA 147-A.

1.1.30 Major and Minor Contract Items. Any contract item having an original value in excess of five percent of the original Contract total for contracts of \$1,000,000.00 or less, or three percent of the original Contract total for contracts greater than \$1,000,000.00 shall be considered as a major item or items. All other contract items are considered as minor.

1.1.31 Notice to Proceed. Written notice to the Contractor to proceed with the Contract work, including the beginning of Contract time when applicable.

1.1.32 Project. The specific section(s) of the Municipal facilities together with all appurtenances to be constructed under the Contract.

1.1.33 Proposal Form. The prescribed form on which the Municipalities requires the Bid be submitted.

1.1.34 Prosecution of Work. A document included in the Contract which gives the Contractor specific requirements and information unique to the Project, allowing for the satisfactory performance of the Work. It also includes the final and any intermediate completion dates.

1.1.35 Qualified Products List (QPL). A list of products prequalified by the Engineer as meeting the Contract requirements for specified materials to be incorporated into the Work. The list is maintained and updated yearly by the NHDOT Bureau of Materials and Research.

- 1.1.36 Site.** The Project area provided to perform the Work.
- 1.1.37 Solid Waste.** Shall mean material as defined by RSA 149-M.
- 1.1.38 Special Attentions.** Notices calling bidders' attention to issues applicable to an individual project.
- 1.1.39 Special Provisions.** Additions and revisions to the Standard and Supplemental Specifications applicable to an individual project.
- 1.1.40 Specifications.** The compilation of Standard Specifications (including these Municipal General Conditions), Supplemental Specifications, Special Provisions, Special Attentions and other requirements for the performance of prescribed work.
- 1.1.41 Specified Completion Date.** The date on which the Contract work is specified to be completed.
- 1.1.42 Storm Water Pollution Prevention Plan, (SWPPP).** Per Environmental Protection Agency requirements.
- 1.1.43 Subcontractor.** An individual, partnership, firm, corporation, or any combination thereof, or joint venture, to which the Contractor sublets any part of the Contract.
- 1.1.44 Subsidiary and Subsidiary Item.** These terms are used to indicate work for which no direct payment will be made. Such work is considered to be incidental to items having contract prices, and the bid prices submitted by the Contractor shall be sufficient to absorb the cost of all work designated as subsidiary or as subsidiary items.
- 1.1.45 Superintendent.** The Contractor's authorized representative in responsible charge of the work.
- 1.1.46 Supplementary Agreement.** A written agreement recommended by the Engineer, between the Contractor and the Municipalities, for the performance of work by the Contractor at agreed prices under items not originally included in the Contract.
- 1.1.47 Surety.** The corporation, partnership, or individual, other than the Contractor, executing a bond furnished by the Contractor.
- 1.1.48 Traffic Control Plan (TCP).** A document included in the Contract which gives the Contractor specific requirements and procedures for controlling traffic during the course of construction. It also allows the Contractor to submit for approval variations of such plan.
- 1.1.49 Wetland.** "An area that is inundated or saturated by surface or ground water at a frequency and duration sufficient to support and that under normal conditions does support, a prevalence of vegetation typically adapted for life in saturated soil conditions.

Wetlands include, but are not limited to swamps, marshes, bogs, and similar areas.” (NH Code of Administrative Rules, Chapter Wt 101.87, 1997)

1.1.50 Work. The furnishing of all labor, materials, equipment, and incidentals necessary or convenient to the successful completion of the Project, and the carrying out of the duties and obligations imposed by the Contract.

1.1.51 Working Drawings. Temporary bridge plans, cofferdam plans, water diversion structure plans, plans of precast elements to be designed by the Contractor, shop fabrication drawings, erection plans, falsework plans, temporary support systems, bending diagrams when required for reinforcing steel, scaffolding plans and bridge analysis, detour plans, sign structure plans, traffic signal poles and mast arm plans, Storm water Pollution Prevention Plan (SWPPP), erosion control plans, or any other supplementary plans or similar data required of the Contractor to control the Work and its prosecution.

ARTICLE 2 - PRELIMINARY MATTERS

2.1 DELIVERY OF BONDS AND EVIDENCE OF INSURANCE

2.1.1 Concurrent with the execution of the Construction Contract, Contractor shall deliver to the Municipality such bonds as may be required by the Contract. Performance and Labor and Material Payment Bonds will be provided, unless specifically deleted by the Invitation for Bids.

2.1.2 Prior to the start of Work, the Contractor shall deliver to the Municipality proof of insurance as required under the Contract including but not limited to certificates of insurance naming the Municipality and its agents/consultants as additional insureds.

2.1.3 The Contractor shall indemnify, defend and save-harmless the Municipality and their officers, agents, and employees from and against any and all claims, liabilities, suits or penalties arising out of (or which may be claimed to arise out of) negligent acts or omissions of the Contractor or Subcontractors in the performance of Work covered by the Contract. This responsibility shall survive the termination of the Contract. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the Municipality, which immunity is hereby reserved by the Municipality.

2.1.4 Liability insurance for damages imposed by law of the kinds and amounts specified herein shall be obtained and maintained by the Contractor. The insurance obtained shall cover all operations under the Contract whether performed by the Contractor or Subcontractor of any tier and shall be maintained until Acceptance.

2.1.5 Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 30 days, or 10 days in cases of non-payment of premium, after written notice thereof has been received by the Municipality.

2.1.6 All insurance requirements shall be the responsibility of the Contractor. The Contractor shall require Subcontractors to maintain similar coverage.

2.1.7 It is specifically agreed between the parties executing this Contract that it is not intended by the Contract provisions to make the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract. The duties, obligations, and responsibilities of the parties to this Contract with respect to third parties shall remain as imposed by law.

2.1.8 Insurance coverage shall be consistent with limits outlined in Subsection 107.11 of the NHDOT Standard Specifications for Road and Bridge Construction.

2.2 HAZARDOUS MATERIALS

2.2.1 . The Contractor shall also be aware of laws and regulations relating to hazardous materials which may be encountered during construction operations, either within project limits or at material sites off the project. The health and safety of employees, the general public, and the potential of damage to the overall environment is possible if hazardous materials are not recognized, reported, and the appropriate action taken to dispose of, remove from the site, or otherwise contain the possible contaminants.

2.2.2 State laws such as RSA 141-E, Asbestos Management and Control RSA 147-A, Hazardous Waste Management, and RSA 149-M, Solid Waste Management identify the major areas of concern. Parts Env-Wm 100-110, Env-Wm 101-300, 2100-3700, and Env-Wm 3900 of the New Hampshire Code of Administrative Rules identify various contaminants related to hazardous waste, solid waste, solid waste and asbestos and their management, respectively.

2.2.3 If any abnormal condition is encountered or exposed that indicates the presence of a hazardous material or toxic waste, construction operations shall be immediately suspended in the area and the Engineer notified. No further work shall be conducted in the area of the contaminated material until the site has been investigated and the Municipalities have given approval to continue the work in the area. The Contractor shall fully cooperate with the Engineer and perform any remedial work as directed. Work shall continue in other areas of the Project unless otherwise directed.

2.2.4 Exposure to hazardous materials may result from contact with, but not necessarily limited to, such items as drums, barrels, other containers, waste such as cars, batteries, and building construction debris. Containers leaking unknown chemicals or liquids, abandoned cars leaking petroleum products, batteries leaking acid, construction debris which may include asbestos, or any other source of suspected hazardous material found within excavation areas or stockpiled on land within construction limits shall be referred to the Department of Environmental Services so that a proper identification of the materials may be made and disposal procedures initiated as required.

2.2.5 Disposition of the hazardous material or toxic waste shall be made under the requirements and regulations of the Department of Environmental Services. Work required to dispose of these materials shall be performed under a Supplemental Agreement or Contract item, if included in Contract. If the waste material disposal requires special procedures, the Municipalities will make arrangements to dispose of the material, either by the Contractor or by other parties.

2.3 COMMENCEMENT OF CONTRACT TIMES

2.3.1 Execution and Approval of Contract. The signed Contract, together with the Contract Bond, certificate of insurance and the Disadvantaged Business Enterprise forms, if required, shall be returned to the Municipalities within 10 days after the date of notice that the Proposal has been accepted. The Contract will not be considered approved until it has been fully executed by all of the parties to the Contract.

2.3.2 Failure to Execute Contract. If the successful bidder fails to execute the Contract and file acceptable bond within 5 days after the date of notice of acceptance of the Proposal, the Municipalities may cancel the notice of award and retain the bidder's Proposal Guarantee which shall become the property of the Municipalities, not as a penalty, but in liquidation of damages sustained. Contract award may then be made to the next lowest responsible bidder or the Work may be readvertised.

2.3.3 Contract Time/Notice to Proceed. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the 90th day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.3.4 Starting the Work. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.4 BEFORE CONSTRUCTION BEGINS

2.4.1 Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2.4.2 Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

2.4.3 A preconstruction conference shall be held by the Contractor prior to the Work commencing. At this time the Contractor shall submit to the Engineer and Municipalities

for approval a Progress Schedule outlining the intended schedule of the Work. All parties of interest including but not limited to utilities, Municipal officials, sub-contractors, etc. shall be invited to attend.

ARTICLE 3 - CONTRACT DOCUMENTS

3.1 INTENT OF CONTRACT

3.1.1 The intent of the Contract is to provide for the construction and completion in every detail of the work it describes. The Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the Work under the Contract.

3.1.2 Clarifications and/or interpretations of the Contract Documents shall be at the discretion of the Engineer. All requests by Contractor for same shall be made in writing to the Engineer.

3.1.3 The Specifications, Supplemental Specifications, Plans, Special Provisions, other special Contract requirements and all supplemental documents are essential parts of the Contract and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Contract. In case of discrepancy between these Contract documents, calculated dimensions, unless obviously incorrect, will govern over scaled dimensions and the parts of the Contract will prevail in the following descending order:

Municipal General Conditions; Special Contract Requirements; Special Provisions; Plans; Systems Engineering Document; Supplemental Specifications; Standard Specifications including Standard Details, Standard Plans; Including, but not limited to, Prosecution of Work, Traffic Control Plan and Special Attentions in the mentioned descending order.

3.1.4 To the extent applicable no Local, State or Federal code and/or regulation will be deemed waived as a result of the conditions and /or specifications contained herein.

3.1.5 Conflicts between the requirements of these General Conditions and specifications incorporated herein including but not limited to the NHDOT Standard Specifications for Road and Bridge Construction as it may be amended shall be interpreted to the benefit of the Municipalities at its sole discretion unless the Contractor notifies Municipalities of said conflict prior to submission of bids. If notified in writing of a conflict in specifications prior to bid the Municipalities shall take such action as it deems appropriate.

ARTICLE 4 - SUSPENSION OF WORK

4.1 MUNICIPALITIES MAY SUSPEND WORK

4.1.1 Municipalities may suspend all or any portion of the Work for any reason during performance of the Contract. Suspension of all or any portion of the Work will be done by written notice to the Contractor.

4.1.1.1 If the suspension or delay resulting from the written order is considered unreasonable, or not customary, or inherent to the construction industry; the Contractor shall submit a written request providing the reasons and justification for any Contract adjustment considered necessary as a result of the suspension or delay. The written request for Contract adjustment must be submitted to the Engineer in writing within seven days following receipt of the notice to resume work. A Contract adjustment will not be made unless the request for adjustment has been submitted within the prescribed time.

4.1.1.2 There will be no Contract adjustment under the provisions of this Subsection if the Work would have been suspended or delayed by any other cause, or for which an adjustment is provided for, or excluded under any other term or condition of the Contract.

4.1.1.3 The request for a Contract adjustment will be reviewed by the Engineer. If there is agreement that, (1) there has been an increase in the Contract performance cost or time as a result of such suspension and (2) the suspension was caused by conditions beyond the control of and not the fault of the Contractor, Contract suppliers, or subcontractors at any approved tier; and not caused by weather, an adjustment will be made to the Contract by Change Order.

ARTICLE 5 - CHANGES IN THE WORK

5.1 DIFFERING SITE CONDITIONS

5.1.1 If differing site conditions are encountered at the work site, the Contractor shall promptly notify the Municipalities and Engineer in writing. No further disturbance of the site or performance of the affected work is to be done after the alleged differing site conditions are noted unless directed otherwise in writing by the Engineer. If the Municipalities and Engineer determine the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment, excluding loss of anticipated profits, will be made and the Contract modified in writing accordingly. The Engineer will notify the Contractor whether or not an adjustment in the Contract is warranted.

5.1.2 After receipt of written notice as required by paragraph 5.1.1, Engineer will promptly review the pertinent condition, determine the necessity of obtaining additional exploration or tests with respect thereto, and advise Municipalities in writing (with a copy to Contractor) of Engineer's findings and conclusions.

5.2 EXTRA WORK

5.2.1 Extra Work shall be performed by the Contractor in accordance with the Specifications and as directed, and will be paid for as provided herein. When the Contract provides for payment of certain work under Extra Work, no further order from the Engineer will be necessary for such work; otherwise, when the Engineer determines that Extra Work is to be performed, an Extra Work Order will be issued.

5.2.2 The Contract Price or the Contract Times, or both, may be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

5.2.2.1 Contractor knew or should have known of the existence of such conditions at the time Contractor made a final commitment to Municipalities respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

5.2.2.2 The existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

5.2.2.3 Contractor failed to give prompt written notice as required by paragraph 5.1.

5.2.3 If Municipalities and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefore as provided herein. However, Municipalities, Engineer, and Engineer's Consultants shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

5.3 CHANGES IN CHARACTER OF WORK

5.3.1 The Engineer reserves the right to provide written notice to the Contractor at any time during the Contract to change Major Item quantities or make other alterations considered necessary to satisfactorily complete the Contract.

5.3.2 Such changes in quantities and alterations do not invalidate the Contract nor release the Contract Surety.

5.3.3 If the directed changes require additional time to complete the Contract, adjustments in the Contract Time shall be determined by the Engineer.

5.3.4 Payments for the alterations in the Work or changed Major Item quantities will be made as provided under Article 9.

5.3.5 The basis of the Contract adjustment shall be agreed upon before the performance of the Work. If a basis cannot be agreed upon, prosecution of the Work may be ordered by the Municipalities under the Force Account provisions of Subsection 9.4.3.3.

ARTICLE 6 - SCOPE OF WORK

6.1 MAINTENANCE OF TRAFFIC

6.1.1 The Contractor shall keep all roads open to all traffic during construction. The Contractor shall keep the signals operational during construction. Where provided in the Contract, or approved by the Engineer, traffic may be bypassed over an approved detour route. In the event a Contractor proposes to construct detours not shown on the Plans, the Contractor shall submit proposed detour plans for documentation, showing the proposed location, alignment, grade, cross section, and signing. All detours shall be kept in a safe and adequate condition. The Contractor shall furnish, erect, and maintain barricades, warning signs, delineators, striping, flaggers, and pilot cars in accordance with the MUTCD and Sections 618, 619 and 632 of the New Hampshire Department of Transportation Standard Specifications for Road and Bridge Construction. The Contractor shall bear all expense of maintaining the section of road undergoing improvement including all temporary approaches or crossings and intersections with trails, roads, streets, abutters, and other features as may be necessary. Payment for the furnishing, installation, and maintenance of traffic control will be as provided in the Agreement. No other additional compensation for maintenance will be made.

6.1.2 The Contractor shall make passable and open to traffic the sections of the project and temporary roadways as agreed upon between the Contractor and the Engineer for the accommodation of necessary traffic during the anticipated period of suspension. During this suspension period the maintenance of the temporary roadway and sections of the Project will be the responsibility of the Contractor.

6.1.3 When Work is suspended due to seasonal or climatic conditions or, for failure to correct conditions unsafe for the workers or the general public, for failure to carry out orders of the Engineer or for other reasons caused by the Contractor, all costs for maintenance of the roadway to accommodate traffic during the suspended period shall be borne by the Contractor.

6.2 CONTRACTOR'S RESPONSIBILITIES

6.2.1 Until Acceptance of the project by the Engineer, the Contractor is responsible for and shall protect the Work against injury or damage from all causes whether arising from the execution or the nonexecution of the Work except as provided herein.

6.2.2 The Contractor, at his or her expense, shall rebuild, repair, restore, and make good all losses, injuries, or damage to any portion of the Work from any cause before Acceptance, except for loss, injury or damage due to causes not under the control and without the fault or negligence of the Contractor. Such causes include, but are not restricted to, natural disasters such as earthquake, tidal wave, tornado, hurricane, or other cataclysmic phenomenon of nature; acts of a public enemy; acts of governmental authorities; and errant vehicles. The Contractor shall repair damage due to such excepted causes and shall be paid at the contract prices or in the same manner as Extra Work as determined and ordered by the Engineer. Causes under the control of the Contractor shall be any cause that he or she could have prevented by reasonable and foreseeable action and shall include damage caused by normal weather conditions.

6.2.3 In case of suspension of the Work from any cause, the Contractor is responsible for the Work under the Contract and shall prevent damage to the project, provide for normal drainage, and erect necessary temporary structures, signs, or other facilities. The Contractor shall also maintain in an acceptable growing condition all living material in newly established plantings, seedings, and soddings furnished under the Contract, and protect new tree growth and other designated vegetative growth against injury. When work is suspended for reasons of differing site conditions, the costs during the period of suspension shall be borne by the Contractor.

6.2.4 The Contractor shall comply with all Federal, State, and local laws and regulations controlling pollution of the environment. Pollution of streams, lakes, ponds and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and pollution of the atmosphere from particulate and gaseous matter shall be avoided to the extent practicable.

6.2.5 Work performed and materials furnished shall be uniform in character and meet the Contract dimensions and material requirements according to tolerances specified in the Contract. If tolerances are specified, deviations beyond the specified limits will be unacceptable. When tolerance limits are not specified, and only single dimensions are indicated, such dimensions are to be regarded as nominal dimensions. If the materials furnished, work performed, or the finished product does not conform to the Contract, but adequately addresses the design purpose, the Engineer will determine the conditions under which the Work will be accepted and allowed to remain in place unless there are other provisions in the Contract that provide for this determination. Where this determination is made by the Engineer rather than Contract provisions, the Engineer will document the basis of acceptance by Contract modification. The modification will provide for an appropriate adjustment in the Contract price for such work or materials as necessary to support the Engineer's determination.

6.3 SUPERVISION OF WORK

6.3.1 Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor

shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but Contractor shall not be responsible for the negligence of Municipalities or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. Contractor shall be responsible to see that the completed Work complies accurately with the Contract Documents.

6.3.2 At all times during the progress of the Work, Contractor shall assign a competent resident superintendent thereto who shall not be replaced without written notice to Municipalities and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

6.4 LABOR

6.4.1 Contractor shall provide competent, suitably qualified personnel to survey, layout, and construct the Work as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

6.4.2 Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and Contractor will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without Municipalities' written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.5 SERVICES, MATERIALS, AND EQUIPMENT

6.5.1 Unless otherwise specified in the General Requirements, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

6.5.2 All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of Municipalities. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.6 SCHEDULE OF WORK

6.6.1 Contractor shall adhere to the progress schedule established in accordance with Article 2.4.3 as it may be adjusted from time to time as provided below.

6.6.1.1 Contractor shall submit to Engineer for acceptance proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

6.6.1.2 Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 2. Such adjustments may only be made upon written approval of the Engineer.

6.7 SUBSTITUTES AND "OR - EQUALS"

6.7.1 Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

6.7.1.1 "Or – Equals": If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

6.7.1.1(a) in the exercise of reasonable judgment the Engineer determines that: (i) it is at least equal in quality, durability, appearance, strength, availability, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole; (iii) it has a proven performance record; and

6.7.1.1(b) Contractor certifies that: (i) there is no increase in cost to the Municipalities or increase in Contract Times; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

6.7.1.2 Substitute Items:

6.7.1.2(a) If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under paragraph 6.7.1, it will be considered a proposed substitute item.

6.7.1.2(b) Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefore. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

6.7.1.2(c) The procedure for review by Engineer will be as set forth in paragraph 6.7.1.2.(d), as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

6.7.1.2(d) Contractor shall first make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Municipalities for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by Engineer in evaluating the proposed substitute item. Engineer may require Contractor to furnish additional data about the proposed substitute item.

6.7.2 If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is

equivalent to that expressly called for by the Contract Documents. The procedure for review by Engineer will be similar to that provided in subparagraph 6.7.1.2(d).

6.7.3 Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraph 6.7. Engineer will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

6.7.4 Special Guarantee: Municipalities may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

6.7.5 Engineer's Cost Reimbursement: Engineer will record time required by Engineer and Engineer's Consultants in evaluating substitute proposed or submitted by Contractor pursuant to paragraphs 6.7.1.1 and 6.7.1.2 and in making changes in the Contract Documents (or in the provisions of any other direct contract with Municipalities for work on the Project) occasioned thereby. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor may reimburse Municipalities for the charges due Engineer and Engineer's Consultants for evaluating each such proposed substitute.

6.7.6 Contractor's Expense: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.8 CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS

6.8.1 Contractor shall not employ any Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, against whom Municipalities may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

6.8.2 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Municipalities in advance for acceptance by Municipalities by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Municipalities' acceptance (either in writing or by failing to make written objection thereto) by the date indicated for of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by Municipalities of any such Subcontractor, Supplier, or other

individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Municipalities or Engineer to reject defective Work.

6.8.3 Contractor shall be fully responsible to Municipalities and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Municipalities or Engineer and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of Municipalities or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

6.8.4 Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

6.8.5 Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

6.8.6 The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

6.8.7 All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Municipalities and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance required herein, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Municipalities, Contractor, Engineer, Engineer's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.9 PATENT FEES AND ROYALTIES

6.9.1 Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention,

design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Municipalities or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Municipalities in the Contract Documents. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Municipalities, Engineer, Engineer's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.10 PERMITS

6.10.1 Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Municipalities shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Municipalities shall pay all charges of utility owners for connections providing permanent service to the Work.

6.11 LAWS AND REGULATIONS

6.11.1 Contractor shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Municipalities nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

6.11.2 If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations herein.

6.11.3 Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If Municipalities and Contractor are unable to agree on entitlement to or

on the amount or extent, if any, of any such adjustment, a Claim may be made therefore as provided herein.

6.12 TAXES

6.12.1 Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.13 USE OF SITE AND OTHER AREAS

6.13.1 Limitation on Use of Site and Other Areas

6.13.1.1 Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

6.13.1.2 Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

6.13.1.3 To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Municipalities, Engineer, Engineer's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Municipalities, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

6.13.2 During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

6.13.3 Prior to Substantial Completion of the Work Contractor shall clean the Site and make it ready for utilization by Municipalities. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

6.13.4 Loading Structures: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.14 RECORD DOCUMENTS

6.14.1 Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Municipalities.

6.15 SAFETY

6.15.1 Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.15.1.1 all persons on the Site or who may be affected by the Work;

6.15.1.2 all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

6.15.1.3 other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated-for removal, relocation, or replacement in the course of construction.

6.15.2 Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Municipalities of adjacent property and of Underground Facilities and other utility Municipalities when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to herein, caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Municipalities or Engineer or Engineer's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual

or entity directly or indirectly employed by any of them). Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Municipalities and Contractor as required herein that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.16 SAFETY REPRESENTATIVE

6.16.1 Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.17 HAZARD COMMUNICATION PROGRAMS

6.17.1 Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.18 EMERGENCIES

6.18.1 In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Change Order will be issued.

6.19 SHOP DRAWINGS AND SAMPLES

6.19.1 Contractor shall submit Shop Drawings to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as Engineer may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by paragraph 6.19.5

6.19.2 Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, supplier, pertinent data such as catalog numbers, and the use for which intended, and otherwise as Engineer may require to enable Engineer to review the submittal for the limited purposes required by paragraph

6.19.5. The numbers of each Sample to be submitted will be as specified in the Specifications.

6.19.3 Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to Engineer as required herein, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

6.19.4 Submittal Procedures

6.19.4.1 Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

6.19.4.1(a) all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

6.19.4.1(b) all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

6.19.4.1(c) all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

6.19.4.1(d) Contractor shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

6.19.4.2 Each submittal shall bear a stamp or specific written indication that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

6.19.4.3 At the time of each submittal, Contractor shall give Engineer specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to Engineer for review and approval of each such variation.

6.19.5 Engineer's Review

6.19.5.1 Engineer will timely review and approve Shop Drawings and Samples in accordance with the Contractor's schedule of Shop Drawings and Sample submittals acceptable to Engineer (expected review time shall never be less than 10 days). Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work,

conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

6.19.5.2 Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

6.19.5.3 Engineer's review and approval of Shop Drawings or Samples shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has in writing called Engineer's attention to each such variation at the time of each submittal as required by paragraph 6.19.4 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by Engineer relieve Contractor from responsibility for complying with the requirements of paragraph 6.19.4.

6.19.6 Resubmittal Procedures

6.19.6.1 Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.20 CONTINUING THE WORK

6.20.1 Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with Municipalities. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted herein or as Municipalities and Contractor may otherwise agree in writing.

6.21 GENERAL WARRANTY AND GUARANTEE

6.21.1 Contractor warrants and guarantees to Municipalities, Engineer, and Engineer's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

6.21.1.1 abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

6.21.1.2 wear and tear under normal usage.

6.21.2 Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

6.21.2.1 observations by Engineer;

6.21.2.2 recommendation by Engineer or payment by Municipalities of any progress or final payment;

6.21.2.3 the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Municipalities;

6.21.2.4 use or occupancy of the Work or any part thereof by Municipalities;

6.21.2.5 any acceptance by Municipalities or any failure to do so;

6.21.2.6 any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6.21.2.7 any inspection, test, or approval by others; or

6.21.2.8 any correction of defective Work by Municipalities.

6.22 INDEMNIFICATION

6.22.1 To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Municipalities, Engineer, Engineer's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

6.22.1.1 is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

6.22.1.2 is caused in whole or in part by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or

whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

6.22.2 In any and all claims against Municipalities or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.22.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

6.22.3 The indemnification obligations of Contractor under paragraph 6.22.1 shall not extend to the liability of Engineer and Engineer's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

6.22.3.1 the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications;
or

6.22.3.2 giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.23 LAYOUT OF THE WORK

6.23.1 CONTRACTOR shall be solely responsible for layout of all Work.

ARTICLE 7 - CONTROL OF THE WORK

7.1 AUTHORITY OF THE ENGINEER

7.1.1 The Engineer, acting as Municipalities's representative, shall decide all questions regarding the quality and acceptability of materials furnished, work performed, the rate of progress of the Work, the interpretation of the Contract, and the acceptable fulfillment of the Contract by the Contractor.

7.1.2 If directed by the Municipalities, the Engineer will suspend the Work, wholly or in part, for such periods as may be necessary for the Contractor's failure to correct conditions unsafe for the Project personnel or general public, or carry out provisions of the Contract, or carry out orders of the Engineer. Notwithstanding the foregoing, action on the part of the Municipalities and/or Engineer pursuant to this section shall NOT be deemed to constitute a waiver of the sovereign immunity of the Municipalities, which immunity is hereby expressly reserved by the Municipalities nor shall any such action be claimed to and/or constitute a waiver of the CONTRACTOR's indemnification obligations specified elsewhere herein.

7.1.3 Work may also be wholly or partially suspended for periods necessary due to existing or forecasted unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work such as hazardous materials, directives of the New Hampshire Department of Environmental Services, implementing emergency episode procedures, or any other condition or reason deemed to be in the Municipalities's interest.

7.2 VISITS TO SITE

7.2.1 Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Municipalities, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Municipalities a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Municipalities informed of the progress of the Work and will endeavor to guard Municipalities against defective Work.

7.2.2 Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Article 7, and particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

7.3 AUTHORIZED VARIATIONS IN WORK

7.3.1 Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Municipalities and also on Contractor, who shall perform the Work involved promptly. If Municipalities and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefore as provided herein.

7.4 INTERPRETATION OF CONTRACT DOCUMENTS AND ACCEPTABILITY OF WORK

7.4.1 Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and

other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to Engineer in writing, with a request for a formal decision.

7.4.2 When functioning as interpreter and judge under the contract, Engineer will not show partiality to Municipalities or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by Engineer pursuant to the contract with respect to any such Claim, dispute, or other matter will be a condition precedent to any exercise by Municipalities or Contractor of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

7.5 ENGINEER'S AUTHORITY AND RESPONSIBILITIES

7.5.1 Neither Engineer's authority nor responsibility under any provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

7.5.2 Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

7.5.3 Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

7.5.4 Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation, required to be delivered will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

7.5.5 The limitations upon authority and responsibility set forth in this paragraph shall also apply to Engineer's Consultants, Resident Project Representative, and assistants.

7.5.6 The Contractor shall perform all necessary layout work not specified above in order to construct all elements of the Project as shown on the Plans and specified in the

Contract. This work shall include, but shall not be limited to stakeout necessary for re-establishment of line and grade as earthwork operations progress; stakeout, layout, and elevations as required for structures, forms, pile layouts, and paving. Prior to paving, the Contractor shall perform all work necessary to set the blue top stakes for fine grading.

ARTICLE 8 - TESTS AND INSPECTIONS

8.1 DEFECTS

8.1.1 Prompt notice of all defective Work of which Municipalities or Engineer has actual knowledge will be provided to Contractor in writing. All defective Work may be rejected, corrected, or accepted as provided in this Article 8.

8.2 ACCESS TO WORK

8.2.1 Municipalities, Engineer, Engineer's Consultants, other representatives and personnel of Municipalities, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

8.3 TESTS AND INSPECTIONS

8.3.1 Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

8.3.2 Municipalities shall employ and pay for the services of any additional independent testing laboratory required to perform inspections, tests, or approvals as directed by the Municipalities to confirm the Work is in compliance with the specifications unless results of said testing proves non-compliant Work. Then all costs shall be borne by the Contractor.

8.3.3 Municipalities shall not be responsible for testing/inspection costs associated with the following:

8.3.3.1 for inspections, tests, or approvals covered by paragraphs 8.3.4 and 8.3.5 below;

8.3.3.2 those costs incurred in connection with tests or inspections conducted pursuant to paragraph 8.4.2 shall be paid as provided in said paragraph 8.4.2; and

8.3.3.3 as otherwise specifically provided in the Contract Documents.

8.3.4 If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other

representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

8.3.5 Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Municipalities' and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Municipalities and Engineer.

8.3.6 If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

8.3.7 Uncovering Work as provided in paragraph 8.3.6 shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

8.4 QUALITY ASSURANCE/QUALITY CONTROL

8.4.1 The CONTRACTOR shall be responsible for assuring that all work and materials, complete and in-place, meet or exceed the standards of quality specified or implied in the Contract Documents.

8.4.2 The ENGINEER will employ an independent testing agency to conduct construction quality control testing for earthwork and cast-in-place concrete. Agency name and contact person will be provided to the CONTRACTOR upon Notice to Proceed.

8.4.3 The CONTRACTOR shall adhere to certain general testing and quality control requirements under this Contract. The CONTRACTOR shall:

8.4.3.1 Schedule and coordinate all testing and inspections and notify the testing agency and the ENGINEER sufficiently in advance of operations to allow for the proper assignment of personnel and scheduling of tests.

8.4.3.2 Cooperate with testing agency and the ENGINEER and provide access to the work for testing.

8.4.3.3 Provide representative samples of materials to be tested, in required quantities.

8.4.3.4 Furnish labor and facilities:

- (1) To provide access to work to be tested.
- (2) To obtain and handle samples at the site.

- (3) To facilitate inspections and tests.
- (4) For storage and curing of test samples.

8.4.3.5 Assure that required inspection, sampling and testing has been conducted prior to commencement of any work which would alter or cover the work to be inspected, sampled and/or tested.

8.4.4 All work under this Contract shall be subject to inspection and observation by representatives of the Municipalities and the ENGINEER.

8.4.5 In the event that any quality control testing, inspection or observation results in any indication that any material or portion of the work does not meet Contract requirements, the CONTRACTOR shall, at his sole expense, undertake remedial work and/or repeat testing to the satisfaction of the ENGINEER.

8.4.6 QUALITY CONTROL TESTING FOR EARTHWORK (DELETED)

8.4.7 QUALITY CONTROL TESTING FOR CAST-IN-PLACE CONCRETE (DELETED)

8.5 UNCOVERING WORK

8.5.1 If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

8.5.2 If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, Contractor shall, pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Municipalities shall be entitled to an appropriate decrease in the Contract Price. If such Work is not found to be defective, Contractor shall be allowed an extension of the Contract Times (or Milestones), directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefore as provided herein.

8.6 MUNICIPALITY RIGHT TO STOP WORK

8.6.1 If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Municipalities may order Contractor to stop the Work, or any portion thereof, until the cause for such order has

been eliminated; however, the Municipalities' right to stop the Work shall not give rise to any duty on the part of Municipalities to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

8.7 CORRECTION OR REMOVAL OF DEFECTIVE WORK

8.7.1 Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

8.8 CORRECTION PERIOD

8.8.1 If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Municipalities or permitted by Laws and Regulations as contemplated herein is found to be defective, Contractor shall promptly, without cost to Municipalities and in accordance with Municipalities's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by Municipalities, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Municipalities may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

8.8.2 In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

8.8.3 Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 8.7, the correction period

hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

8.8.4 Contractor's obligations under this paragraph 8.7 are in addition to any other obligation or warranty. The provisions of this paragraph 8.7 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

8.9 ACCEPTANCE OF DEFECTIVE WORK

8.9.1 If, instead of requiring correction or removal and replacement of defective Work, Municipalities (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Municipalities may do so. Contractor shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Municipalities's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Municipalities shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Municipalities.

8.10 MUNICIPALITIES RIGHT TO CORRECT DEFECTIVE WORK

8.10.1 If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with paragraph 8.6, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Municipalities may, after seven days written notice to Contractor, correct and remedy any such deficiency.

8.10.2 In exercising the rights and remedies under this paragraph, Municipalities shall proceed expeditiously. In connection with such corrective and remedial action, Municipalities may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Municipalities has paid Contractor but which are stored elsewhere. Contractor shall allow Municipalities, Municipalities's representatives, agents and employees, Municipalities's other contractors, and Engineer and Engineer's Consultants access to the Site to enable Municipalities to exercise the rights and remedies under this paragraph.

8.10.3 All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Municipalities in exercising the rights and remedies under this paragraph 8.9 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Municipalities shall be entitled to an appropriate decrease in the Contract Price. Any claims by the Municipalities resulting from the parties' inability to agree will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removals or replacement of Contractor's defective Work.

8.10.4 Contractor shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by Municipalities of Municipalities's rights and remedies under this paragraph 8.9.

ARTICLE 9 - PAYMENTS TO CONTRACTOR AND COMPLETION

9.1 MEASUREMENT AND PAYMENT

9.1.1 Measurement of Quantities. Work completed under the Contract will be measured by the Engineer according to the United States customary measure.

A station, when used as a definition or term of measurement, will be 100 linear feet measured horizontally.

The method of measurement and computations to be used in determination of quantities of material furnished and work performed will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual objects having an area of 9 square feet or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing.

Structures will be measured according to neat lines shown on the plans or as ordered to fit field conditions.

Items which are measured by the linear foot, such as pipe culverts, guardrail, curb, underdrains, etc., will be measured parallel to the base or foundation upon which such structures are placed.

In computing volumes of excavation, embankment, and borrow, the average end area method will be used. Where it is impracticable to measure material by the cross-section method due to irregular, isolated deposits, acceptable methods involving three-dimensional measurement may be used. When measurement of materials in vehicles is permitted, the quantity will be determined as 80 percent of the loose volume.

In computing volumes of concrete and masonry, the prismoidal method will be used.

The space occupied by pipe will not be included in the volume of headwalls. In the case of pipe having a wall thickness of 2 inches or more, the area of the pipe will be based on the manufacturer's nominal dimensions, outside to outside, or the shell of the pipe. In the case of pipe having a wall thickness of less than 2 inches, the area of the pipe will be based on the nominal inside diameter of the pipe.

The thickness of plates and galvanized sheets used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fractions of inches.

The term "ton" will mean the short ton consisting of 2,000 pounds. Except as specified below, materials which are measured or proportioned by weight shall be weighed on scales which the Contractor has had sealed by the New Hampshire Department of Agriculture or by a company approved by that Department. All weighing shall be performed in a manner prescribed under the Rules and Regulations of the Bureau of Weights and Measures of the New Hampshire Department of Agriculture. Weighing of materials on scales located outside New Hampshire will be permitted for materials produced or stored outside the State, when requested by the Contractor. Out-of-state weighing, in order to be approved, must be performed on scales sealed by the appropriate governmental authority.

If material is shipped by rail, the car weight may be accepted, provided that payment is made only for the actual weight of material. Car weights will not be acceptable for material to be passed through mixing plants.

Trucks used to haul material being paid for by weight shall be weighed empty daily at times directed by the Engineer. Each truck shall bear a plainly legible identification mark.

When material is weighed, the individual weight slips, which shall be furnished by the Contractor, for trucks, trailers, or distributors, shall show the following information: the date, the project name and number; slip number; the material or commodity; the dealer of vendor; the Contractor or Subcontractor; the location of the scales; the time of loading; the vehicle registration number or other approved legible identification mark; the tare and net weights, with gross weights when applicable; and the weigher's name, signature, or signed initials.

The right is reserved to weigh any truck, trailer, or distributor, at locations designated, before and after making deliveries to the Project.

When requested by the Contractor and approved or ordered by the Engineer in writing, material specified to be measured by the cubic yard may be weighed and converted to cubic yards. Factors for conversion from weight measurement to volume measurement will be determined by the Engineer and agreed to by the Contractor before this method of measurement of pay quantities is used.

Bituminous materials will be measured by the gallon.

Timber will be measured by the thousand feet board measure (MBM) actually incorporated in the structure. Measurement will be based on nominal widths, thicknesses, and the extreme length of each piece.

The term “lump sum,” when used as an item of payment, will mean complete payment for the Work described in the Contract.

When a complete structure of structural unit (in effect, “lump sum” work) is specified as the unit of measurement, the unit includes all necessary fittings and accessories.

Except as may be otherwise provided, partial payments for lump sum items will be made approximately in proportion to the amount of the work completed on those items.

Rental of equipment will be measured in hours of actual working time and necessary travel time of the equipment within the limits of the Project. If special equipment has been ordered by the Engineer in connection with force account work, travel time and transportation to the project will be measured. If equipment is ordered held on the property on a standby basis by the Engineer, payments will be made as provided herein.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe, conduit, etc. and these items are identified by gauge, unit weight, section dimensions, etc., the identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

Material wasted without authority will not be included in the final pay quantity.

When the estimated quantities for a specific portion of the Work are designated as final pay quantities in the Contract, they shall be the final pay quantities for which payment will be made in accordance with 9.14.

9.1.2 Scope of Payment. The Contractor shall receive and accept compensation provided for in the Contract as full payment for furnishing all materials; for performing work under the Contract in a complete and acceptable manner; and for all risk, loss, damage, or expense arising out of the nature or prosecution of the work, subject to the provisions contained herein.

9.1.3 Compensation for Altered Quantities. When the accepted quantities of work vary from the quantities in the Contract, the Contractor shall accept payment at the original Contract unit prices for the accepted quantities of work done.

9.1.4 Differing Site Conditions, Changes, Extra Work, and Force Account Work. Differing Site Conditions, changes and Extra Work performed under Article 5.2 will be paid for using the following methods as appropriate:

- Contract unit prices.
- Unit prices agreed upon in the order authorizing the work.
- An agreed upon lump sum amount.
- If directed by the Department, on a force account basis to be compensated in the following manner:

9.1.4.1 Labor. For all labor, including equipment operators, and foremen in direct charge of the specific operation, the Contractor shall receive the rate of wage agreed to in writing for each and every hour that the labor and foreman are actually engaged in the work. In case the Contractor is required to pay overtime pay or holiday pay to labor engaged in the Work, such rate will be the rate reimbursed. When the Contractor is ordered to return to the project solely to perform Extra Work, labor will be considered as being actually engaged in the Work during the hours while traveling.

No part of the salary or expenses of anyone connected with the Contractor's forces above the grade of foreman and having general supervision of the Work will be included in the labor item as specified above, except under any of the following conditions: (1) The work ordered is of an emergency nature or is ordered too late to be done before all work shown on the Plans or provided for in the Proposal has been substantially accomplished, (2) the Contractor's organization is entirely occupied with Extra Work, or (3) the nature of the work is such that the services of superintendents and timekeepers may be included in the classification of labor. In order to determine the allowable rate of pay of eligible superintendents, foremen, and timekeepers, a notarized statement shall be furnished to the Engineer. In case no documentary evidence of the actual rate of pay is furnished for such superintendents, foremen and timekeepers, no reimbursement will be allowed. Transportation for a superintendent will be paid for as equipment in the manner specified in (3) below.

The Contractor will also receive an additional amount (i.e. a labor burden rate) equal to 50 percent of the actual hourly rate paid to, or in behalf of workers, for costs of health and welfare benefits, taxes, insurances, retirement (including social security taxes), union benefits, and unemployment insurance premiums.

The unemployment insurance rate shall be the lesser of the Contractor's current unemployment insurance rate or the Unemployment Insurance Rate for New Employer established by the New Hampshire Department of Employment Security. The worker's compensation rate shall be the National Council on Compensation Insurance published rates approved by the New Hampshire Department of Insurance. All rates paid will be the Contractor's policy rate in effect at the time work is performed. For work outside the State of New Hampshire, the rates paid shall be the rates established by the

appropriate agency of the State in which the work is performed. The Contractor shall furnish evidence of the rate or rates paid for such insurance, and taxes.

A Contractor can request a different labor burden rate be used if an independently audited breakdown of the actual aforementioned costs, prepared by a Certified Public Accountant, is provided. The audit of the burden rate shall be prepared on current financial data and in conformity with the accounting practices prescribed by the Federal Acquisition Regulations 48 CFR, Part 31.

An amount equal to ten percent of the sum of the above labor-related items will also be paid the Contractor.

Subsistence and travel expenses paid by the Contractor will be reimbursed only when the Engineer orders Extra Work and in order to perform such work, it is necessary to move workers to the project particularly for that operation. Such subsistence and travel expenses allowed shall be carried on the daily report form under the classification of "Material," without, however, being subject to the added percentage for materials. If work other than such Extra Work is performed by the individuals during or in connection with that operation, no subsistence or travel expenses will be allowed.

9.1.4.2 Materials and Specialized Work. When the Engineer directs special work not included in the Contract, requiring skills, tools, and equipment unlike those used by the Contractor, payment may be made for such work performed by a specialist. For specialist services, and materials accepted by the Engineer whether furnished by a specialist or by the Contractor, the Contractor will receive the actual cost, including transportation charges paid (exclusive of equipment rentals and hereinafter set forth), to which cost 15 percent will be added. Invoices not exceeding a value of two thousand dollars per work event for specialist services on the basis of the current market price thereof may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with the established practice of the special service industry to provide such complete itemization. If specialized work is carried out by a subcontractor, provisions of paragraph 5 herein shall apply.

The cost of materials will be the cost to the purchaser, whether Contractor, Subcontractor, or other, from the supplier thereof, except as the following are applicable:

- a. If materials are procured by the purchaser by any method which not a direct purchase is from and a direct billing by the actual supplier to such purchaser, the cost of such materials will be deemed to be the price paid to

the actual supplier as determined by the Engineer. No markup except for actual costs incurred in the handling of such materials will be permitted.

- b. If the materials are obtained from a supply or source owned wholly or in part by the purchaser, payment will not exceed the price paid by the purchaser for similar materials furnished from said source on contract items or the current wholesale price for such materials delivered to the job site, whichever price is lower.
- c. If, in the opinion of the Engineer, the cost of such materials is excessive, then the cost of such material will be deemed to be the lowest current wholesale price at which such materials are available in the quantities concerned delivered to the job site.
- d. If the Contractor does not furnish satisfactory evidence of the cost of such materials from the actual supplier, the cost will then be determined in accordance with paragraph (c).

9.1.4.3 Equipment and Plant. For any Contractor-owned machinery or special equipment (other than small tools), the use of which is approved by the Engineer, the hourly rate will not exceed that determined from the latest edition of the “Rental Rate Blue Book for Construction Equipment” published by Dataquest, Inc. used in the following manner.

- a. The hourly equipment rental rate (R) will be determined by formula as follows:

$$R = (A \times B \times C) + D$$

Where

- A = Monthly rate divided by 176. The listed weekly, hourly, and daily rates will not be used.
 - B = Average regional adjustment factor for New Hampshire.
 - C = Factor from Rate Adjustment Table for the year of equipment manufacture.
 - D = Estimated operating costs per hour.
- b. The number of hours to be paid for will be the number of hours that the equipment or plant is actually used on a specific Force Account activity and in addition, shall include the time required to move the equipment to the location of such force account activity and return it to the original location or to another location requiring no more time than that required to return it to its original location, except that moving time will not be paid for if the equipment is used during the move on work other than the specific Force Account activity.
 - c. The current revision of the “Blue Book” applicable to the specific Force Account work is as of the beginning of the calendar year in which Extra Work is being performed. Revised sections published during the year will

not be incorporated in the "Blue Book" until the beginning of the next calendar year.

- d. The average regional adjustment factor applicable for this Contract will be specified in the Supplemental Specification for this Subsection. The average regional adjustment factor will be reviewed and revised annually subsequent to revisions of "Blue Book" sections. Equipment life adjustments will be made using the rate adjustment tables.
- e. Overtime shall be charged at the same rate indicated in subparagraph (a) above.
- f. The estimated operating costs per hour will be used for each hour that the equipment or plant is in operation on the Force Account work. Such costs do not apply to idle time regardless of the idleness.
- g. The maximum rental period to be paid for per day shall not exceed eight hours unless the equipment operates for eight or more hours.
- h. The rates established above shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs, overhauls and maintenance of any kind, depreciation, storage, overhead, profits, insurance and all incidentals.

The Contractor shall provide the Engineer with the following: the manufacturer's name, equipment type, year of manufacture, model number, type of fuel used, horsepower rating, attachments required, together with their size or capacity, and any further information necessary to ascertain the proper rate. Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer. The Contractor shall have available for the Engineer's use a revised copy of the "Blue Book" as referenced in above.

Equipment used by the Contractor shall be in good working condition and shall be of suitable size and suitable capacity required for the work to be performed. The rate for the basic equipment with the appropriate attachments shall include only the rate for the combined equipment necessary to perform the extra work. In case the Contractor elects to use equipment of a higher rental value than that suitable for the work, payment will be made at the rate applicable to the suitable equipment. The equipment actually used and the suitable equipment to be paid for will be recorded as a part of the record for Extra Work. The Engineer will determine the suitability of the equipment. If there is a differential in the rate of pay of the operator of oversize or higher rate equipment, the rate paid for the operator will likewise be that for the suitable equipment.

Payable time periods will not include: (1) time elapsed while equipment is inoperative due to breakdowns, (2) time spent repairing equipment, or (3) time elapsed 24 hours after the Engineer has advised the Contractor that the equipment is no longer needed.

If a piece of equipment is needed that is not listed in the above stated rental rate guide, a rate will be established by the Engineer in writing before the equipment is used. The Contractor may furnish any cost data which might assist the Engineer in the establishment of such rate.

If the Contractor does not own a specific type of equipment and must obtain it by rental, the Contractor shall inform the Contract Administrator of the need to rent the equipment and of the rental rate for that equipment before using it on the work. The Contractor will be paid the actual rental for the equipment for the time that the equipment is actually used to accomplish the work provided that the rate is reasonable, plus the cost of moving the equipment onto and away from the job. The Contractor shall provide a copy of the paid receipt or canceled check for the rental expense incurred.

Transportation charges for each piece of equipment, whether owned or rented, moved to and from the site of the work will be paid provided: (1) the equipment is obtained from the nearest approved source, (2) the return charges do not exceed the delivery charges, (3) haul rates do not exceed the established rates of licensed haulers, (4) charges are restricted to those units or equipment not already available and not on or near the Project, and (5) equipment is not used elsewhere on the project.

9.1.4.4 Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools, or for other costs for which no specific allowance is provided.

9.1.4.5 Subcontracting. For administration costs in connection with approved subcontract work, the Contractor shall receive an amount equal to five percent of the total cost of work computed as set forth above, except that no percentage will be allowed for equipment rented from the Contractor. In the event lower tier subcontracting is required, the administration cost shall not exceed a combined total of 20% of the actual cost of the work as computed above.

9.1.4.6 Bond. The Contractor will receive the actual costs for bond premium as a percentage of the total cost of the Work computed as set forth above for work paid under items not originally in the contract. The Contractor shall furnish evidence of the rate paid for such bond.

9.1.4.7 Compensation. The compensation herein provided shall be accepted by the contractor as payment in full for Force Account work, including

superintendence (except as provided in (1) above), subcontracting, taxes, bond, overhead, profit, and other costs in connection with the Work which are not provided for.

9.1.4.8 Statements. The Contractor's representative and the Engineer each day shall compare records of the cost of work completed on a Force Account basis. These daily records shall be set forth on the forms provided by the Engineer and shall thereafter be considered to be the basis for payment of the work performed, but shall not preclude subsequent adjustment based on a late audit by the Department.

No payments will be made for work performed on a Force Account basis until the Contractor has furnished the Engineer with a statement of the cost of the Force Account work showing the following:

- a. Name of subcontractor, if appropriate.
- b. Name, classification, date, daily hours, total hours, rate, and extension for each laborer, operator, and foreman.
- c. Quantities of materials, prices, and extensions.
- d. Charges for transportation of materials.
- e. Specialized work charges.
- f. Designation, dates, daily hours, total hours, rental rate, and extension for each unit of equipment or plant.

The Contractor shall certify that the labor, materials, and equipment listed were actually used on the Force Account Extra Work described, that the labor and equipment were used for the hours indicated and that the rates for labor do not exceed those for comparable labor currently employed on the project.

Statements shall be accompanied and supported by certified copies of the appropriate payrolls, and invoices for all materials and specialized work and for transportation charges. If materials used on the Force Account work are not specifically purchased for the work but are taken from the Contractor's stock, the Engineer shall be furnished an affidavit certifying that the materials were taken from stock, that the quantity claimed was actually used, and that the price and transportation claimed represents the Contractor's actual cost.

During the life of the contractor and for a period of not less than three years after the date of Acceptance thereof, the Contractor's cost records pertaining to work paid for on an Extra Work basis shall be open to inspection or audit by representatives of the Department, and the Contractor shall retain such records for that period. Where payment for materials or labor is based on the cost thereof to forces other than the Contractor, the Contractor shall make every reasonable effort to ensure that the cost records of such other forces will

be open to inspection and audit by representatives of the Municipalities on the same terms and conditions as the cost records of the Contractor.

9.1.4.9 Final Pay Quantity. When an item of work is designated as a final pay quantity in the Method of Measurement, or Basis of Payment, or Bid Schedule as (F), the estimated bid quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion or the quantity of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion or the quantity of the item are revised, and the revision results in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions or the quantity. If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.

The estimated quantity for each item of work designated as a final pay quantity in the Method of Measurement or Basis of Payment or Bid Schedule shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantity. No adjustment will be made in the event that the quantity based on computations does not equal the estimated quantity except under the following conditions:

- a. A quantity adjustment (increase or decrease) to the estimated bid quantity will be made if either the actual quantity is more than 125 percent or less than 75 percent of the estimated bid quantity for roadway items, or the value of the actual quantity is more than or less than \$10,000.00 of the estimated bid quantity value.
- b. A quantity adjustment (increase or decrease) to the estimated bid quantity will also be made if either the actual quantity per bridge structure is more than 125 percent or less than 75 percent of the estimated bid quantity for that bridge item or the value of the actual quantity is more than or less than \$10,000.00 of the estimated bid quantity value.

In case of discrepancy between the quantity shown in the Bid Schedule for a final pay item and the quantity or summation of quantities for the same item shown on the plans or in the proposal, payment will be based on the quantity shown in the Bid Schedule.

9.2 SCHEDULE OF VALUES AND PARTIAL PAYMENT APPLICATIONS

9.2.1 The schedule of values established as provided herein shall serve as the basis for progress payments and will be incorporated into a form of Application for Payment

acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

9.2.2 At least 5 days before the date established for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitable stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Municipalities has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Municipalities' interest therein, all of which must be satisfactory to Municipalities.

9.2.3 Unless specifically waived by a Special Provision or Supplemental Condition, the Municipalities shall retain zero (0) percent of the amount of progress payments until completion and acceptance of all Work under the Contract.

9.2.4 The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments. Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this Contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the Municipalities' interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the Municipalities.

9.2.5 All material and work covered by progress payments made shall, at the time of payment become the sole property of the Municipalities, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or (2) waiving the right of the Municipalities to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the Municipalities in the course of their employment, the Contractor shall restore such damaged work without cost to the Municipalities and to seek redress for its damage only from those who directly caused it.

9.2.6 Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate

obligations associated with prior Applications for Payment. The amount of retainage with respect to progress payments will be as stipulated in the Agreement as zero (0) percent.

9.2.7 Within 10 days after receipt of each Application for Payment, the Engineer shall either indicate in writing a recommendation of payment and present the Application to Municipalities or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

9.2.8 Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Municipalities, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief that:

9.2.8.1 The quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work, and to any other qualifications stated in the recommendation); and

9.2.8.2 The conditions precedent to Contractor being entitled to such payment appears to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

9.2.8.3 By recommending any such payment Engineer will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or (ii) that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Municipalities or entitle Municipalities to withhold payment to Contractor.

9.2.9 Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work. Additionally, said review or recommendation will not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid

on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to Municipalities free and clear of any Liens.

9.2.10 Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Municipalities referred to herein Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Municipalities from loss because:

9.2.10.1 the Work is defective, or completed Work has been damaged, requiring correction or replacement;

9.2.10.2 the Contract Price has been reduced by Written Amendment or Change Orders;

9.2.10.3 Municipalities has been required to correct defective Work or complete Work in accordance with the Specifications; or

9.2.10.4 Engineer has actual knowledge of the occurrence of any of the events warranting Contractor's termination for cause.

9.3 PAYMENT TO THE CONTRACTOR

9.3.1 Payment to the Contractor shall become to due in accordance with the Municipalities' approval and payment schedule, but not later than thirty (30) days after presentation of the Application for Payment to Municipalities with Engineer's recommendation of the amount for payment (subject to the provisions contained herein) and will be paid by Municipalities to Contractor.

9.4 REDUCTION IN PAYMENTS

9.4.1 Reduction in payments recommended by the Engineer may be made by the Municipalities when:

9.4.1.1 Claims have been made against Municipalities on account of Contractor's performance or furnishing of the Work;

9.4.1.2 Liens have been filed in connection with the Work, except where Contractor has delivered a specific Bond satisfactory to Municipalities to secure the satisfaction and discharge of such Liens;

9.4.1.3 there are other items entitling Municipalities to a set-off against the amount recommended; or

9.4.1.4 Municipalities have actual knowledge of the occurrence of any of the events enumerated in Article 9.1.

9.4.2 Liquidated Damages.

9.4.2.1 If the Contractor fails to complete the Work within the time specified in the Contract, or any extension, the Contractor shall pay to the Municipalities liquidated damages, as indicated in the contract for each day of delay. If different completion dates are specified in the Contract for separate parts or stages of the Work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this Contract, liquidated damages shall not be due the Municipalities. The Contractor remains liable for damages caused other than by delay.

9.4.2.2 If the Municipalities terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the Municipalities work together with any increased costs occasioned the Municipalities in completing the Work.

9.4.2.3 If the Municipalities do not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the Work is completed or accepted.

9.5 PAYMENT FOR ALTERATIONS TO THE CONTRACT

9.5.1 The Contractor shall receive and accept compensation provided for in the Contract as full payment for furnishing all materials; for performing work under the Contract in a complete and acceptable manner; and for all risk, loss, damage, or expense arising out of the nature or prosecution of the work, subject to the provisions contained herein.

9.5.2 When final approved quantities of work vary from the Contract quantities, the Contractor shall accept payment at the original Contract unit prices for the accepted quantities of work done, unless specified otherwise in this Contract.. No additional allowance will be considered unless approved by the Engineer.

9.5.3 Differing Site Conditions, changes, and Extra Work approved in accordance with the terms herein will be paid as stipulated in 9.1.4 herein.

9.6 UNJUSTIFIED WITHHOLDING OF PAYMENT

9.6.1 If it is subsequently determined that Municipalities' refusal of payment was not justified, the amount previously withheld shall become due with the subsequent request for payment

9.6.2 The Municipalities and/or Engineer shall not be liable to the Contractor for damages resulting from the incorrect withholding of a payment

9.7 WRITTEN NOTICE TO CONTRACTOR

9.7.1 If Municipalities refuses to make payment of the full amount recommended by Engineer, Municipalities must give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Municipalities shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Municipalities and Contractor, when Contractor corrects to Municipalities' satisfaction the reasons for such action.

9.8 CONTRACTOR REPRESENTATIONS

9.8.1 Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Municipalities no later than the time of payment free and clear of all Liens.

9.9 SUBSTANTIAL COMPLETION

9.9.1 When substantially complete the Contractor shall notify Municipalities and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Promptly thereafter, Municipalities, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefore. If Engineer considers the Work substantially complete, Engineer will prepare and deliver to Municipalities a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Municipalities shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Municipalities notify Contractor in writing, stating the reasons therefore. If, after consideration of Municipalities' objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Municipalities and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Municipalities. At the time of delivery of the tentative certificate of Substantial Completion Engineer will deliver to Municipalities and Contractor a written recommendation as to division of responsibilities pending final payment between Municipalities and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Municipalities and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Municipalities and Contractor until final payment.

9.10 FINAL INSPECTION

9.10.1 A final inspection shall be performed by the Engineer upon written notice from Contractor that the entire Work or an agreed portion thereof is complete. The Municipalities and Contractor shall attend the Engineer's inspection and Engineer shall promptly notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

9.11 FINAL PAYMENT

9.11.1 Final payment shall be made to the Contractor after, in the opinion of Engineer, the Contractor has satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents, and other documents.

9.12 PROGRESS PAYMENTS

9.12.1 Contractor may make application for final payment in accordance with the procedure for progress payments:

9.12.2 The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required herein; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to Municipalities) of all Lien rights arising out of or Liens filed in connection with the Work.

9.12.3 In lieu of the releases or waivers of Liens specified herein and as approved by Municipalities, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Municipalities or Municipalities' property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a Bond or other collateral satisfactory to Municipalities to indemnify Municipalities against any Lien.

9.13 ACCEPTANCE OF WORK BY ENGINEER

9.13.1 If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of

the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Municipalities for payment. At the same time Engineer will also give written notice to Municipalities and Contractor that the Work is acceptable subject to the provisions contained herein. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

9.14 ADJUSTMENTS TO FINAL PAYMENT

9.14.1 When an item of work is designated as a final pay quantity in the Method of Measurement, Basis of Payment, and Bid Schedule (F), the estimated bid quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion or the quantity of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion or the quantity of the item are revised, and the revision results in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions or the quantity. If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.

The estimated quantity for each item of work designated as a final pay quantity in the Method of Measurement and Basis of Payment shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantity. No adjustment will be made in the event that the quantity based on computations does not equal the estimated quantity.

The Contractor may review the computations of final pay quantity items on record at the Municipalities. The computations requested will be available within one week after a request is received by the contact person stated in the Invitation for Bids. In case of discrepancy between the quantity shown in the Bid Schedule for a final pay item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown in the Bid Schedule.

ARTICLE 10 - MISCELLANEOUS

10.1 WRITTEN NOTICE

10.1.1 Whenever any provision of the Contract requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

10.1.2 When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

10.2 CUMULATIVE REMEDIES

10.2.1 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

10.3 SURVIVAL OBLIGATIONS

10.3.1 All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

10.4 CONTROLLING LAW

10.4.1 This Contract is to be governed by the laws of the state in which the Project is located.

10.5 PROJECT VISITATION BY THIRD PARTY

10.5.1 Non-emergency visits by third party requires 24-hour notice to Contractor and Engineer. The Contractor must provide applicable contact name and phone number of desired point of contact. If the primary contact is unavailable, an appropriate voice message must be provided describing an alternate contact person and phone number.

NOTICE OF AWARD

Dated _____, 2023

TO: _____
(BIDDER)

ADDRESS: _____

OWNER'S PROJECT NO: _____

PROJECT: CONSTRUCTION SERVICES FOR LOWELL ROAD TO SAGAMORE BRIDGE TRANSPORTATON IMPROVEMENTS

OWNER'S CONTRACT NO: _____

CONTRACT FOR: CONSTRUCTION SERVICES FOR LOWELL ROAD TO SAGAMORE BRIDGE TRANSPORTATON IMPROVEMENTS

(Insert name of contract as it appears in the Bid Documents)

You are notified that your Bid dated _____ for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for:

Hudson – RFP 23

CONSTRUCTION SERVICES FOR LOWEL ROAD TO SAGAMORE BRIDGE TRANSPORTATION IMPROVEMENTS

(Indicate total Work, alternates or sections of Work awarded)

The Contract Price of your contract is _____ Dollars (\$ _____).

4 (four) copies of each of the proposed Form of Agreement, and Performance and Payment Bond forms accompany this Notice of Award.

You must comply with the following conditions precedent within **five** days of receiving this Notice of Award.

1. You must deliver to the OWNER all of the fully executed counterparts of the Agreement.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Information for Bidders and General Provisions.
3. (List other conditions precedent).

- _____
List of suppliers
- _____
Performance and Payment Bonds (4 copies)
- _____
Insurance Certificates (4 copies) - **Please note that in accordance with General Condition 2.1.2 of the Contract Documents, the Municipality must be named as additional insureds.**
- _____
- _____
- _____
- _____
- _____

Failure to comply with these conditions within the time specified will entitle **OWNER** to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after receipt of acceptable performance BOND, payment BOND and agreement signed by the party to whom the Agreement was awarded, the **OWNER** will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

Town of Hudson
(OWNER)

By _____
(Authorized Signature)

(TITLE)

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By _____

The _____ day of _____, 20 _____

By _____

Title _____

Copy to ENGINEER
(Use Certified Mail, Return Receipt Requested)

**FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A LUMP SUM PRICE**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2023 by and between the Town of Hudson, 12 School Street, Hudson, NH (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**CONSTRUCTION SERVICES FOR
HUDSON LOCAL PUBLIC AGENCY PROJECT
LOWELL ROAD TO SAGAMORE BRIDGE TRANSPORTATION
IMPROVEMENTS
HUDSON, NEW HAMPSHIRE**

ARTICLE 2 - ENGINEER

The Project is being managed by the Town Engineer with assistance from _____
Fuss & O'Neill consulting engineers
_____, who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equal to the sum of the Lump Sum Cost as shown on the Proposal Form (attached).

3.1 Liquidated Damages: OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that if the Work is not completed within the times specified, plus any extensions thereof allowed in accordance with the General Conditions, the OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) the OWNER shall deduct from payments due the CONTRACTOR **Two Hundred and Fifty (\$250.00)** for each calendar day that expires past the date for each calendar day that expires after the Substantial Completion date specified, until said portions of the work have been completed. If payments due the CONTRACTOR are less than the amount of

such liquidated damages, said damages shall be deducted from any other monies due or to become due the CONTRACTOR, and then the CONTRACTOR or his Surety shall pay the balance to the OWNER.

- 3.2 In addition to the above, if the Contract is not completed within the time specified and no extension of time is authorized by the OWNER, the CONTRACTOR shall indemnify the OWNER for costs to the OWNER of additional engineering work required during any such extension period.

ARTICLE 4 - PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with the General Conditions and Supplemental Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions and Supplemental Conditions.

ARTICLE 5 - INTEREST

All monies not paid when due as provided in the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has examined and carefully studied the Contract Documents including the Addenda and the other related data identified in the Bidding Documents including "technical data".
- 7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 7.4 CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR has correlated the information known to CONTRACTOR, information

and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

- 7.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 7.1 Request for Proposal RFP 07-21.
- 7.2 Town of Hudson required contract forms:
 - a.) Proposal Document
 - b.) Specifications Exception Form
 - d.) Alternate Form W-9
 - d.) Indemnification Agreement
- 7.3 Bid Bond.
- 7.4 General Conditions.
- 7.5 Supplementary Conditions.
- 7.6 Notice of Award.
- 7.7 This Agreement.
- 7.8 Performance, Payment and other Bonds.
- 7.9 Notice to Proceed.
- 7.10 Change Order.
- 7.11 Project Close-out Forms.
- 7.12 Certificate of Substantial Completion.
- 7.13 Left Blank on Purpose

- 7.14 The Standard Specifications for Road and Bridge Construction of the New Hampshire Department of Transportation, approved and adopted 2016.
- 7.15 CONTRACTOR's Proposal.
- 7.16 Documentation submitted by CONTRACTOR prior to Notice of Award (pages __ to ____, inclusive).
- 7.17 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to the General Conditions.

ARTICLE 8 - MISCELLANEOUS

- 8.1 Terms used in this Agreement which are defined in the General Conditions will have the meanings indicated in the General Conditions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and, specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 8.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 20__ (which is the Effective Date of the Agreement).

OWNER Town of Hudson

CONTRACTOR _____

By: _____

By: _____

Print Name _____

Print Name _____

Title: _____

Title: _____

STATE OF NEW HAMPSHIRE
COUNTY OF _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, duly authorized _____ of _____, a New Hampshire corporation, on behalf of same.

The foregoing instrument was acknowledged before me this ____ day of _____ 2023, by _____, duly authorized _____ of _____, a _____ corporation, on behalf of same.

Justice of the Peace/Notary Public

Justice of the Peace/Notary Public

Address for giving notices:

Address for giving notices:

Town of Hudson, 12 School Street,

Hudson, New Hampshire

(If OWNER is a public body, attach evidence of authority to sign and resolution of other documents authorizing execution of Agreement.

NH License No.: _____

Agent for service of process: _____

(If CONTRACTOR is a corporation, attach evidence of authority to sign).

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

Town of Hudson, NH

(Name of Owner)

12 School Street, Hudson, NH 03051

(Address of Owner)

hereinafter called **OWNER**, in the total aggregate penal sum of _____ Dollars, \$ (_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators' successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the **OWNER**, dated the _____ day of _____ 20 ____, a copy of which is hereto attached and made a part hereof for the construction of:

Construction Services for Hudson Local Public Agency Project
Lowell Road to Sagamore Bridge Transportation Improvements
Hudson, NH

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extension thereof which may be granted by the **OWNER**, with or without notice to the Surety and during the one year guaranty period, and if the **PRINCIPAL** shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the **OWNER** from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the **OWNER** all outlay and expense which the **OWNER** may incur in making good any default, then this obligation shall be void: otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the specifications accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time alteration or addition to the terms of the contract or to the WORK or to the specifications.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this _____ day of _____, 20 ____ .
(number)

ATTEST:

By: _____
(Principal) Secretary

(SEAL)

BY

Principal

(Address)

By: _____
Witness as to Principal

(Address)

ATTEST:

By _____
Witness as to Surety

(Address)

BY

(Surety)

Attorney - in - Fact

(Address)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is Partnership, all partners should execute BOND

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of New Hampshire

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

Town of Hudson, NH

(Name of Owner)

12 School Street, Hudson, NH 03051

(Address of Owner)

hereinafter called **OWNER** and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors

and assigns, in the total aggregate penal sum of _____ Dollars,
(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the **OWNER**, dated the _____ day of _____
20 _____, a copy of which is hereto attached and made a part hereof for the construction of:

Construction Services for Hudson Local Public Agency Project

Lowell Road to Sagamore Bridge Transportation Improvements, Hudson, NH

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the **WORK** provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such **WORK**, and for all labor cost incurred in such **WORK** including that be a subcontractor, and to any mechanic

or materialman lienholder whether it acquires its lien by operation of State or Federal Law; then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the subcontractors, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the **WORK** to be performed thereunder or the **SPECIFICATIONS** accompanying the same shall in any way affect its obligation on this **BOND**, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the **WORK** or to the **SPECIFICATIONS**.

PROVIDED, FURTHER that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date on which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED FURTHER, that no final settlement between the **OWNER** and the **CONTRACTOR** shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of
(number)
which shall be deemed an original, this _____ day of _____, 20 ____ .

ATTEST:

By: _____
(Principal) Secretary

(SEAL)

Principal

BY

(Address)

By: _____
Witness as to Principal

(Address)

(Surety)

ATTEST:

BY

Attorney - in - Fact

By _____
Witness as to Surety

(Address)

(Address)

NOTE: Date of **BOND** must not be prior to date of Contract.
If **CONTRACTOR** is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing **BONDS** must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of New Hampshire.

NOTICE TO PROCEED

Dated _____, 20

TO: _____
(Insert Name of Contractor as it appears in the Bid Documents)

ADDRESS: _____

OWNER'S PROJECT NO. _____

PROJECT: RFP 23 Construction Services for Hudson Local Public Agency Project
Lowell Road to Sagamore Bridge Transportation Improvements

OWNER'S CONTRACT NO. _____

CONTRACT FOR: RFP 23 Construction Services for
Lowell Road Transportation Improvements

You are notified that the Contract Time under the above contract will commence to run on _____, 20 _____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with paragraph 3 of the Form of Agreement, the dates of Substantial Completion and Final Completion are _____, 20 ____ and _____, 20 _____, respectively.

Before you may start any Work at the site, you and Owner must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also before you may start any Work at the site, you must:

(add other requirements)

Copy to ENGINEER
(Use certified Mail, return Receipt Requested)

By _____
(owner)

(Authorized Representative)

(Title)

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED Is hereby acknowledged by:

(Contractor)

this the _____, 20 _____ Employer Identification
Number: _____

By: _____

(Title)

CHANGE ORDER

No. _____

PROJECT: Hudson RFP 23 DATE OF ISSUANCE: _____

OWNER: Town of Hudson
12 School Street
Hudson, NH 03051
(Address)

CONTRACTOR: _____ OWNER's Project No. _____

CONTRACT FOR: _____ ENGINEER _____

_____ ENGINEER's Project No. _____

You are directed to make the following changes in the Contract Documents.

Description:

Purpose of Change Order:

Justification:

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price \$ _____	Original Contract Time _____ <small>(days or date)</small>
Previous Change Orders \$ _____	Net change from previous Change Orders _____ <small>(days)</small>
Contract Price prior to this Change Order \$ _____	Contract Time prior to this Change Order _____ <small>(days or date)</small>
Net Increase (Decrease) of this Change Order \$ _____	Net Increase (decrease) this Change Order _____ <small>(days)</small>
Contract Price with all approved Change Orders \$ _____	Contract Time with all Change Orders _____ <small>(days or date)</small>

This document will become a supplement to the CONTRACT and all provisions will apply hereto. The attached Contractor's Revised Project Schedule reflects increases or decreases in Contract Time as authorized by this Change Order.

Stipulated price and time adjustment includes all costs and time associated with the above described change. Contractor waives all rights for additional time extension for said change. Contractor and Owner agree that the price(s) and time adjustment(s) stated above are equitable and acceptable to both parties.

RECOMMENDED:	APPROVED:	APPROVED:	APPROVED:
By: _____	By: _____	By: _____	By: _____
<small>Engineer</small>	<small>Owner</small>	<small>Contractor</small>	<small>RD, Name & Title</small>
_____	_____	_____	_____
<small>Date</small>	<small>Date</small>	<small>Date</small>	<small>Date</small>

CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER's Project No.: _____ ENGINEER's Project No.: _____

Construction Services for Hudson Local Public Agency Project, Lowell Road to
Project: Sagamore Bridge Transportation Improvements

CONTRACTOR: _____

Contract For: _____ Contract Date: _____

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

To: _____
Town of Hudson
(Owner)

And To: _____
(Contractor)

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

(Date of Substantial Completion)

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or

_____ calendar days of the above date of Substantial Completion.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as follows:

RESPONSIBILITIES:

OWNER: _____

CONTRACTOR: _____

The following documents are attached to and made a part of this Certificate:

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on _____, 20 _____

(Engineer)

By: _____

CONTRACTOR accepts this Certificate of Substantial Completion on _____, 20 _____

(Contractor)

By: _____

OWNER accepts this Certificate of Substantial Completion on _____, 20 _____

Town of Hudson
(Owner)

By: _____

**CONSENT OF SURETY COMPANY
TO
FINAL PAYMENT**

OWNER'S CONTRACT NO.: _____ ENGINEER' PROJECT NO.: _____
AGREEMENT DATE: _____
BOND NUMBER: _____

CONTRACT TITLE: Construction Services for Lowell Road to Sagamore Bridge Transportation Improvements

To: Town of Hudson (Owner)
12 School Street
Hudson, NH 03051

From: _____ (Contractor)

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the _____ (Surety) on the bond of _____ (Contractor) hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of it's obligations to the Town of Hudson (Owner) as set forth in the said Surety Company's Bond.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this _____ day of _____, 20__.

Surety Company

Signature of Authorized Representative

Attest: (Seal)

Name & Title

Note: Power of Attorney should be attached in instances where same applies.

CONTRACTOR'S FINAL LIEN WAIVER

(page 1 of 2)

OWNER'S CONTRACT NO.: _____ ENGINEER' PROJECT NO.: _____
AGREEMENT DATE: _____

CONTRACT TITLE: Construction Services for Hudson Local Public Agency Project, Lowell Road to Sagamore Bridge Transportation Improvements

To: Town of Hudson (Owner)
12 School Street
Hudson, NH 03051

APPLICATION FOR FINAL PAYMENT

The undersigned hereby certifies that the amount owed set forth below constitutes the entire value of all work performed and services rendered by, through or under the undersigned with respect to the project not heretofore paid for up to and including the period covered by the above Application for Final Payment; that all work covered by such Application has been incorporated into the project and title thereto has passed to the Owner free and clear of all liens, claims, security, interests or encumbrances; and that no work covered by such Application has been acquired subject to an agreement under which any interest therein or an encumbrance thereon is retained by the seller or any other person. In consideration of payment of the requisition, the undersigned hereby releases the Owner from all claims of lien which the undersigned has regarding the Project.

The undersigned, in order to induce the Owner to pay the requisition, hereby represents that it has paid or will pay from the proceeds of the requisition all sums due to those parties who have performed work or provided materials to the undersigned in connection with the Project, and that it will on request of the Owner provide written evidence of the discharge by the undersigned of its obligations to such parties.

Executed under seal as of this _____ day of _____, 20__.

Amount Owed to Contractor by Owner as Final Payment:
\$ _____ (total value of project including change orders)

Amount Unpaid From Previous Application for Payment:
\$ _____

CONTRACTOR'S FINAL LIEN WAIVER

(page 2 of 2)

From: _____(Contractor)

Authorized Representative Signature

Name and Title (printed)

NOTARY:

Then personally appeared the above named _____ and
acknowledged the foregoing to be the free act and deed of the above-named Contractor, before me.

Subscribed and sworn to on the _____ day of _____, 20__.

Notary Public: _____

My Commission Expires: _____

CERTIFICATE OF FINAL COMPLETION OF WORK

(page 1 of 2)

OWNER'S CONTRACT NO.: _____ ENGINEER' PROJECT NO.: _____
AGREEMENT DATE: _____

CONTRACT TITLE: Construction Services for Hudson Local Public Agency Project, Lowell Road to Sagamore Bridge Transportation Improvements

FINAL COMPLETION DATE PER AGREEMENT AND CHANGE ORDERS: _____
ACTUAL DATE OF FINAL COMPLETION: _____

FINAL CERTIFICATION OF CONTRACTOR

I hereby certify that the Work as identified in the Final Payment Request dated _____ for the above-noted construction Contract represents full compensation for the actual value of work completed. Additionally, all work completed conforms to the terms of the Agreement and authorized changes.

CONTRACTOR Date

Authorized Representative's Signature

Name & Title

FINAL CERTIFICATION OF ENGINEER

I have reviewed the Contractor's Final Payment Request dated _____ and hereby certify that to the best of my knowledge, the cost of the work identified on the Final Payment Request represents full compensation for the actual value of work completed and that the work has been completed in accordance with the terms of the Agreement and authorized changes.

ENGINEER Date

Authorized Representative's Signature

Name & Title

CERTIFICATE OF FINAL COMPLETION OF WORK

(page 2 of 2)

FINAL ACCEPTANCE OF OWNER

I, as representative of the Owner, accept the above Final Certifications and authorize Final Payment in the amount of \$_____ and direct the Contractor's attention to the General Conditions. The guaranty for all Work completed subsequent to the date of Substantial Completion, expires 1 year from the date of this Final Acceptance.

At a meeting of the _____ (Town Council/Selectmen/Alderman), the Owner, _____ (Name of the community) has accepted the constructed project.

Town of Hudson
OWNER

Date

Authorized Representative's Signature

Name & Title

END OF SECTION



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

DRAFT

William Cass, P.E.
Assistant Commissioner

Date: XXXX XX, 201X
Permit No.: EA 0X-1X

TURNPIKE ENCROACHMENT PERMIT

1. Pursuant to RSA 230:46, 236:11 and 236:13 New Hampshire Revised Statutes Annotated and amendments thereto, permission is granted to disturb or encroach the Turnpike Right-of-Way in the Towns of (Hudson) for the purpose of (Insert Petitioner) (Widening the Westbound ramp to the Sagamore Bridge and associated drainage work). Reference the permit file for accessing the site location and other pertinent details.
 - A. A traffic control/construction sequencing plan and narrative shall be developed and submitted by (Insert Petitioner) or their designee for approval by the Department.
 - B. No equipment shall be parked/stored on Circumferential Highway roadway or shoulders without the traffic control package in place or outside of working hours.
 - C. Excavation areas shall be backfilled and compacted using mechanical means. The areas shall be repaved, re-loamed and/or seeded accordingly following NHDOT Specifications.
2. The procedures and stipulations set forth within this permit are not intended to supersede or relieve (Insert Petitioner) from complying with all applicable laws, regulations, codes or orders issued by the Department of Transportation or other appropriate agencies.
3. General Provisions:
 - a. All work permitted under this encroachment permit shall be conducted at all times in a manner that maintains safety and minimizes inconvenience to the traveling public and is in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).
 - b. Any aspect of the work described herein which has the potential to impact the free flow of traffic on any portion of the Turnpike system shall require the submittal of a MUTCD compliant Traffic Control Plan, prepared, signed and stamped by a licensed Professional Engineer licensed in the State of New Hampshire or a ATSSA Certified TCS/TCD professional. The Bureau of Turnpikes reserves the right to revise, alter and require additional safeguards to protect the safety of the traveling public or State property at any time. The Traffic Control Plan shall utilize uniformed officers as required and adhere to the MUTCD, as it may be amended from time to time.

- c. Permittee agrees to indemnify and hold harmless the State of New Hampshire, its agents and employees from any and all claims arising from or which can be claimed to arise from the Traffic Control Plan.
- d. No work shall be done on holidays or periods of restricted visibility.
- e. All trees, fences, shrubbery, etc., shall be protected. All disturbed areas shall be restored to an improved condition.
- f. Any future surface distortion due to settlement or other causes attributable to installation or operation of this encroachment shall be corrected as required.
- g. All excavated topsoil, or in the absence of topsoil the top six inches of soil, within the limits of state ROW shall be properly re-used within the limits of the Turnpike's ROW. All temporary stockpiles of the re-use material shall be located within the Turnpike's ROW, or as otherwise approved by the Turnpike's Administrator.
- h. The Owner shall, upon completion, submit a completed set of "as-built" drawings to the Bureau of Turnpikes.

4. Special Provisions:

- a. **(Insert Petitioner)** shall access the sites from the Turnpike.
- b. **(Insert Petitioner)** shall notify the New Hampshire Department of Transportation Public Information Officer, at Tel. #603-271-6495 of any work within the State Right-of-Way and provide all pertinent information to allow for sufficient public notice prior to any work within the Turnpike Right-of-Way being performed.
- c. **(Insert Petitioner)** shall notify the New Hampshire Department of Transportation, Systems Management & Operations (TSMO), at Tel. #603-271-6862 prior to and completion of any work that involves a shoulder, ramp or lane closure on the Turnpike System. They will require a location and description of work.
- d. **(Insert Petitioner)** shall notify in advance all emergency service potentially affected by the work including but not limited to fire, police, home security officials, ambulance and local hospitals. Notification shall include opportunity to review and comment on the traffic control plan and/or evacuation plan.
- e. **THE BUREAU OF TURNPIKES SHALL BE NOTIFIED 2 BUSINESS DAYS VIA E-MAIL AT bureau70@dot.nh.gov and sam.b.newsom@dot.nh.gov in advance of the beginning of work with the following information: PERMIT #, DESCRIPTION OF WORK, TYPE OF TRAFFIC CONTROL (LANE CLOSURE, SHOULDER CLOSURE ETC.), ROADWAY AND LOCATION (EXAMPLE I-95 MILE MARKER 33.2-33.8), DATE OF WORK, TIME, RAIN DATE, FIELD CONTACT NAME AND CELL #, OFFICE CONTACT AND CELL#, AND DATE AND TIME OF WORK COMPLETION.**

- f. Special attention is directed to Chapter 294 Statutes relative to underground utility damage prevention systems. **(Insert Petitioner)** is required to notify “Dig Safe” at least 72 hours in advance of any excavation. (Tel: #1-888-DIG-SAFE).
 - g. All equipment and materials not part of the Traffic Control Plan shall be parked or stored a minimum of 30 feet from the paved roadway shoulders unless protected by guardrail or concrete barriers. **(Insert Petitioner)** is required to utilize a uniformed officer with a cruiser throughout the duration of the work for the unloading and loading of the necessary equipment required for the operation.
 - h. The contractor’s work shall be limited to **Day/Night Time work only** Monday through Friday between the hours of: **X:00am and X:00pm**. All work beyond these limits shall require prior approval by the Administrator of Turnpikes.
5. I/We **(Insert Petitioner)** agree:
- a. to defend, indemnify, and hold harmless the State, its agents and employees, from and against any and all losses suffered by the State, its agents or employees, and any and all claims arising from or which can be claimed to arise from performance under this permit.
 - b. to assume such additional costs as the State may incur by reason of failure of my/our agents to perform the work in the manner prescribed herein and in accordance with applicable plans and specifications, if any.
 - c. to obtain all required local, state and federal permits as required, adhere to all permit requirements and all applicable state, federal and local regulations and submit copies of all applicable permits to the Bureau of Turnpikes.
 - d. to defend, indemnify, and hold harmless the State, its agents and employees, from and against any action by local, state or federal agencies for failure to obtain and/or comply with any required permit as a result of this encroachment.
 - e. to reimburse the State of New Hampshire for the cost of State inspection services and administrative overhead assigned to this project for any emergency work required by the Turnpike forces or designated agents because of this encroachment.
 - f. that this permit is for the right of **(Widening the Westbound ramp to the Sagamore Bridge and associated drainage work)** of said **(Insert Petitioner)** and is by sufferance only with the State reserving the right to require, in event of future alterations of the highway or highway right-of-way, certain alterations, relocations, or complete removal of said **(Insert Petitioner)** and we, the owners agree to perform such work promptly at our own expense.
 - g. to furnish a continuing Surety Bond naming the State as Obligee in the minimum amount of **\$XX,000.00 (XX and no/100)** guaranteeing the fulfillment of the provisions, instructions and regulations herein prescribed and later instructions issued by the Administrator of Turnpikes during performance of the work and satisfactory maintenance of the disturbed areas for a period of two years following the acceptance of the project by the Owners.

- h. to furnish a Certificate of Insurance for General Liability for a minimum of **\$1,000,000 (one million dollars and no/100)**, Aggregate and Worker's Compensation and Employer's Liability for a minimum of **\$500,000 (five hundred thousand dollars and no/100)**.
- i. NHDOT reserves the right to revoke this permit for non-compliance of submitted plans, inadequate traffic control plan implementation or any other reason.

Petitioner: **(Insert Petitioner)**

Address: **(Insert Address)**

Phone: **XXX-XXX-XXXX**

Signatures: _____

Printed Name: **(Insert Name), Responsible Official.**

(Insert Petitioner) having agreed to conform to all laws, regulations, standards, and codes applicable to the stipulations set forth in this permit are granted permission for the purpose of: **(Widening the Westbound ramp to the Sagamore Bridge and associated drainage work). Reference the permit file for accessing the site location and other pertinent details.**

State of New Hampshire
Department of Transportation

by: _____
John Corcoran
Administrator of Turnpikes

WORK TO BEGIN: **X/XX/1X**

WORK TO END: **XX/X/1X**

Distribution: John Corcoran, Dix Bailey, Vinny Benincasa, Ted Roland, Permit File

March 22, 2023

PROSECUTION OF WORK

DESCRIPTION OF WORK

The project is located in the Town of Hudson at Lowell Road (NH 3A) and the SB On slip Ramp to the Circumferential Highway. The Project will add a turn lane to the southbound side of Lowell Road and include a widened two-lane SB On slip ramp to WB Circumferential Highway. The Project begins on the southbound side of Lowell Road near the southern Driveway opening to Haffner's Gas Station and extends south through the intersection of Flagstone Drive and Ends at the end of the SB On Slip Ramp merge into the Circumferential Highway. The length of the project is approximately 1600 LF. The work includes construction of transportation improvements and involves the following:

- Construct additional southbound right turn lane on Lowell Road.
- Construct approach ramp SB On Slip ramp lane.
- Construct sidewalks and Americans with Disabilities Act (ADA) accommodations.
- Relocate and upgrade traffic signal systems at intersection of Lowell Road (NH 3A) and Flagstone Drive and Wason Road.
- Construct drainage system expansion.
- Construct utility relocations.
- Construct signing and striping.
- Grading of the site and construction of roadway sub-base materials.
- Pavement installation.
- Managing LRS soils on site.
- Maintenance and Protection of Work Zone Traffic Control.
- Installation of erosion and sediment control measures.

CONCURRENT WORK

There are no previously advertised or anticipated construction projects that will take place in the vicinity and during the life of this contract. In the possible event of concurrent work, the Contractor shall cooperate and coordinate with all other concurrent contracts.

Refer to 105.07 specifically regarding coordination with other contractors working concurrently. Do not duplicate construction signs. Cover, uncover, or remove permanent signs as necessary (subsidiary to Item 619.1) to provide proper signing through the area.

UTILITIES

The following information is provided as a supplement to and in accordance with 105.06 - Cooperation with Utilities. Relocation time frames are as provided and estimated by the individual utility companies.

<p>Eversource Energy Contact: Elizabeth LaRocca Phone: (603)-879-1052 E-mail: elizabeth.larocca@eversource.com</p>	<p>Eversource Energy Contact: David M. Still, P.E. Phone: (603) 634-2078 E-mail: David.Still@Eversource.com</p>

Aerial:

Underground:

The Contractor shall secure the services of a private utility marking company to locate existing underground facilities. No extra payment will be made for these services.

Permanent Lighting:

The Contractor will be responsible to construct new light pole bases (Item 625.2- Concrete Light Pole Based, Type B) and conduit runs (Item 614.73114 – 3” PVC Conduit Schedule 40) to allow Eversource to relocate existing lighting (light poles, luminaires, and wiring) within the project location. Eversource will be responsible for deenergizing and reenergizing the lighting system, including identifying the power feed location and directing the Contractor on the conduit runs required to complete the system. The new light pole bases and conduit shall be installed prior to deenergizing the existing system to minimize the period without lighting. The contractor shall coordinate with Eversource to ensure the new light pole bases include the correct bolt sizes and patterns to accept the relocated and/or new light poles.

EXCAVATING, DREDGING OR FILLING STATE WATERS

No permit is required for the work as defined in the Description of Work.

The Contractor is responsible for obtaining any Wetlands Bureau or Corps of Engineers Permit necessary for the Contractor’s method of construction. Prior to submission to the Wetlands Bureau, any impacts must be reviewed by the Bureau of Construction and the Bureau of Environment.

For any work not shown that the Contractor proposes to do in wetlands or waters of the State, make appropriate application, along with the necessary working plans, to the Wetlands Bureau and, if necessary, to the Corps of Engineers sufficiently in advance for their consideration and approval.

EROSION CONTROL AND WATER QUALITY MANAGEMENT

Provide a Storm Water Pollution Prevention Plan (SWPPP) (Item 645.7) and monitoring of the SWPPP (Item 645.71) to assure that any detrimental impacts are minimized to the extent practical and restricted to the construction phase. Take note of the requirements in Section 645 - Erosion Control. Amend the SWPPP as necessary to provide for continued erosion and sediment control. Appropriate temporary measures shall be implemented as necessary to prevent erosion based upon the Contractor's method of operation and schedule

Before beginning grubbing operations (or tree clearing if so ordered by the Engineer) or earthwork, install erosion control measures along the toe of slopes in areas adjacent to wetlands or other areas as directed. In addition, provide delineation (i.e. fluorescent painted stakes or fluorescent colored flags, subsidiary to Item 645.531) at the limits of construction adjacent to wetlands or other restricted areas or as directed. Maintain the SWPPP measures throughout construction until the area is stabilized.

This project does not require coverage under the Environmental Protection Agency's (EPA) National Pollutant Discharge Elimination Systems' (NPDES) Construction General Permit (CGP). Therefore, a Notice of Intent (NOI) and Notice of Termination (NOT) are not required.

ALTERATION OF TERRAIN/MAXIMUM OPEN AREA

Be aware that, per Section 645.3.1, there are requirements and limitations regarding the maximum area allowed to be open at one time.

The Contractor shall comply with any, and all, published NHDES Alteration of Terrain Env-Wq 1500 requirements (<http://des.nh.gov/organization/commissioner/legal/rules/documents/env-wq1500.pdf>).

For the construction period from November 30th through May 1st, the area of exposed, un-stabilized soil shall be limited to one (1) acre and shall be protected against erosion. The allowable area of exposed soil may be increased if a winter construction plan, developed by a qualified engineer as described in 645.3.2.1, is reviewed and approved by the Department.

The Contractor shall submit a construction sequence plan showing compliance relative to the maximum open area and/or winter construction plan as discussed above. The construction sequence plan shall also demonstrate compliance with water quality regulations, and erosion and sediment control and storm water management requirements. This plan will be subsidiary to and submitted as part of the project's SWPPP. The Contractor's SWPPP shall address each phase of construction activity including proposed phasing exceeding maximum open area. Temporary and/or permanent sediment collection/treatment areas shall be constructed as soon as possible and the timing of their construction shall be detailed in the construction sequence plan. Steps shall also be taken to limit the risk of off-site contamination due to construction activity.

INVASIVE SPECIES CONTROL AND MANAGEMENT

Under the statutory authority of NH Department of Agriculture RSA 430:55 and NH Department of Environmental Services RSA 487:16-a, the spread of invasive plants listed in Agr 3800 and Env-Wq 1300 is prohibited. No invasive plants have been identified within the project

area. If any invasive species are detected, all work, including daily removal of plant material from construction equipment, shall comply with the NHDOT manual *Best Management Practices for Roadside Invasive Plants*.

To prevent the spread of any invasive plants both within and outside the project area, avoid any areas with invasive plants, if possible. If avoidance of an invasive plant is not an option, all work must comply with the NHDOT manual *Best Management Practices for Roadside Invasive Plants* and supporting fact sheet documents, available in the Department's Records Section or online at www.nh.gov/dot/org/projectdevelopment/environment/units/program-management/documents/BMPsforRoadsideInvasivePlants.pdf and will be subsidiary to the project.

Contact the Department's Bureau of Environment Project's Environmental Manager (Ronald Crickard, 603-271-3226) for questions about invasive plant identification and, if necessary, control methods.

LIMITED REUSE SOILS

Limited Reuse Soils (LRS) is comprised of all topsoil adjacent to roadway surfaces on property under the control of NHDOT that require removal or relocation. In instances where topsoil is not present, LRS can be expected to be encountered in soil from the top of ground to a depth of six (6) inches. If LRS is disturbed during construction activities, it should be handled as described in the Soil Management Plan (SMP) included with the Special Attention – Supporting Information for POP Development (SA-POP).

Due to the presence of LRS Soils, the Contractor shall:

- Prepare a Project Operations Plan (POP) (Item 697.31)
- Refer to Special Attention – Supporting Information for POP Development (SA-POP) (See additional information below)
- Contact the Bureau of Environment (603-271-3226) at least two weeks prior to beginning excavation in this area

The Contractor shall submit the POP to the Bureau of Environment through the Engineer at least 15 business days prior to any excavation of LRS. The Bureau of Environment will review the proposed POP for compliance with state regulatory requirements, and provide comments to the Engineer. The comments on the proposed POP must be addressed by the Contractor in a revised POP. When all comments have been addressed, the Bureau of Environment will approve the POP. No excavation of LRS may take place until the POP has been approved by the Department.

The Contractor is responsible for managing excavated soils that meet the definition of LRS.

All costs incurred due to excavating, handling, and stockpiling of LRS soils encountered on the project site will be paid for under Item 203.11 – Common Excavation - LRS. Any necessary replacement material will be paid under Item 203.601 – Embankment-In-Place or as specified on the Plans.

For this project, it is anticipated that LRS can be re-used on-site, and no excess LRS will require off-site disposal.

Additional Information and Requirements:

The Contractor shall provide the Department with accurate records relative to work associated with LRS issues.

The Town of Hudson and the Department are not responsible for meeting any of the Contractor's Health and Safety obligations.

LANDSCAPING

Landscape plantings, or any other landscaping related work (i.e. selective pruning, fertilization, transplanting, etc.), shall be performed by a qualified Landscape Contractor, and/or a Certified Arborist, in accordance with American Association of Nurserymen (AAN) Standards and Section 650 of the NHDOT Standard Specifications. The time frames and establishment period listed in Section 650 shall be followed unless otherwise noted below. All initial plantings shall be installed prior to the completion date.

Landscape Schedule of Work

All initial plantings shall be completed in either the spring or fall, followed by a spring/fall replacement of unacceptable plant material the next planting cycle. Final replacement of unacceptable plant material shall occur the following spring/fall planting cycle. Replacement of unacceptable plant material will be subsidiary to the plant items in the contract.

Deciduous/Evergreen Material	Spring - April 1 to June 30
	Fall - August 1 to October 31

The Contractor shall stake plant locations for review by the Engineer prior to any work in the area. The Contractor may be required to hand-dig plant pits along steep slopes, areas with utilities, and wetland areas. Heavy equipment will not be allowed in these areas unless approved by the Engineer. All project activities shall be limited to the areas shown on the Plans and defined in the field. Under no circumstances shall any activities occur outside these limits.

Subsidiary Work (Landscaping)

Watering of the landscape items shall occur twice a week for the duration of the project unless otherwise directed by the Engineer. **Watering will be subsidiary to Item 650.2 - Landscaping.**

All plant material shall have a minimum depth of 4 inches of bark mulch around each plant. Mulching shall be subsidiary to Item 650.2 – Landscaping.

Winter Suspension of Work (Landscaping)

The following conditions shall apply:

- Prior to winter suspension of work, the Contractor shall make every effort to maintain the general health of plant material. This shall include the use of mouse repellent (subsidiary to Item 650.2 - Landscaping).
- The use of any anti-desiccant may be required at the direction of the Engineer (subsidiary to Item 650.2 - Landscaping).

All work (other than the exceptions noted above) shall conform to Section 650 Planting – General.

RIGHT-OF WAY AND PROTECTION OF PROPERTY

The Contractor will only be permitted to perform work within the right-of-way and granted easements.

CONSTRUCTION REQUIREMENTS

General

1. Remove topsoil for its total depth within the limits of the slope lines. Unless otherwise directed, stockpile topsoil in accordance with Section 203 and use it on this project as needed under Section 641 - Loam and/or Section 647 - Humus.
2. Night work shall be performed without additional compensation for work, materials, personnel, equipment, or procedures required to accomplish the work.

Pavement Work

1. Pavement joint adhesive (Item 403.6), shall be applied to all exposed longitudinal joints for all pavement courses prior to placement of each pavement course pass.

Marking and Signing

1. If the Contractor damages the existing signs to remain during construction, the Contractor shall be responsible to replace them, at the Contractor's expense, according to NHDOT standards (available upon request).
2. Contact the NHDOT Bureau of Traffic (Julie Mathews, 603-271-8011) at least one week in advance of final pavement marking operations in order to review the Contractor's layout.
3. Pavement markings shall extend beyond project paving limits as directed to overlap existing markings disturbed by construction.
4. The Contractor is responsible for any damage to public or private vehicles and property due to striping and must be reported as soon as possible.

EXCAVATIONS

If slopes steeper than 4:1 adjacent to the traveled way or shoulders open to traffic are not protected by existing or new guardrail through non-work hours, protect traffic from these areas using traffic control barrier and temporary lighting if required, as approved by the Engineer at the Contractor's expense.

ELECTRONIC SCHEDULING

The Contractor shall submit an electronic Bar Chart for documentation in accordance with 105.02. Refer to Section 108.03.A - Progress Schedule for detailed information.

SALVAGE OF MATERIALS

Salvage the following materials to the Town of Hudson and / or the Department, if determined by the Engineer suitable for re-use, as required under 104.04. Care shall be taken during the removal operations so as not to damage any salvaged materials. Material damaged during removal due to the Contractor's negligence shall be replaced at the Contractor's expense. Removal of all materials will be paid for under specific Items of the contract or subsidiary as shown on the Plans or as stated in the Proposal or the Standard Specifications.

Town of Hudson

- Signage
- Old Signal Equipment
- Catch Basin Grate and Frames

Highway Maintenance, District 5:

- Turnpike Signage removed.

Deliver the salvaged material to Patrol Shed. Contact District 5 Maintenance Engineer Rich Radwanski (603-666-3336) one week in advance to schedule delivery.

Materials deemed not salvageable, including guardrail posts, shall become the property of the Contractor who is responsible for proper disposal.

WORK HOURS

Night time work hours will be permitted with the approval of the Town of Hudson and NHDOT Turnpikes. In order to limit the impact on the traveling public, night time construction will be required for roadway construction activities that require a lane closure along Lowell Road and SB on Slip Ramp.

In addition to the Limitation of Work requirements described in 108.04, do not perform any work during special events scheduled by the Town of Hudson unless otherwise approved. Contact *Elvis Dhima, Town Engineer* (603-886-6008) for special events.

WINTER MAINTENANCE PERIOD

Implement the following measures as a minimum prior to the winter suspension of work:

- Maintain traffic on new full width pavement with appropriate pavement markings for the winter.
- Pave all drives and sidewalks that have had pavement removed during construction.
- Stabilize and/or vegetate all disturbed slopes.
- Remove temporary traffic control barrier that hinders winter maintenance.

COMPLETION DATE

The Completion Date is August 16, 2024

Note that traffic signal related equipment is known to experience long manufacturing lead times and the Contractor is advised to submit shop drawings as soon as possible following contract award. As a result, roadway widening within the Lowell Road / Flagstone Drive intersection may not proceed until delivery of the existing traffic signal supports and equipment is imminent since continuous traffic control must be maintained within the intersection. The Contractor is encouraged to complete the Lowell Road and ramp widening south of the intersection in advance. Note that no demobilization and remobilization payments will be made for winter shutdown.

No allowance will be given for unfavorable weather or ground conditions (see Special Provision to 108.07) or for delays in materials (see 108.07.B.3).

March 22, 2023

TRAFFIC CONTROL PLAN

The following are considered to be part of the Traffic Control Plan:

1. Sections 618 and 619 of the Standard Specifications
2. Work Zone Traffic Control Standard Plans*
3. *Manual on Uniform Traffic Control Devices (MUTCD), 2009 Edition*
4. *Flagger and Uniformed Officer Use in Work Zones Policy and Guidelines**

* Available on line under *Doing Business with DOT>Contractors* at www.nhdot.com or through the NHDOT Contracts Office (603-271-3732).

The above referenced specifications, guidelines, and provisions herein provide minimum requirements and/or guidelines; the Contractor may be directed to expand upon the Traffic Control Plan if conditions warrant.

All Uniformed Officers working on any NHDOT funded project, including municipally managed projects, shall have successfully completed a NHDOT approved course on *The Safe and Effective Use of Law Enforcement Personnel in Work Zones*. The officer shall supply proof of successful course completion upon request.

MAINTENANCE OF TRAFFIC

1. Secure approval prior to any implementation of temporary lane closures.
2. Maintain traffic on pavement having a minimum width of 10-foot travel lanes and 2-foot shoulders. Short duration lane shifts on unpaved (crushed gravel or reclaimed base material) surfaces shall be subject to the approval of the Engineer.
3. There are sidewalks throughout the project. The Contractor shall detour pedestrians down Flagstone Drive and to the opposite side of NH 3A when new sidewalk is under construction. The contractor shall work on one side of the road at a time and the opposite side existing sidewalk shall be maintained at all times. Pedestrian access shall be maintained at all times during construction.
4. The Contractor shall maintain one point of access to each business at all times. The contractor shall notify each business 24 hours in advance of any disruption to driveway access.
5. Portable Changeable Message Signs (Item 619.25) shall be used on NH 3A for advance notice of construction activities. *The intent is to reserve the use of these signs for*

meaningful messages that will help motorists get through the work zone safely and not simply repeat information found on other Construction Signs.

6. The work shall be discontinued whenever the Engineer determines traffic backups may contribute to either unsafe conditions or result in excessive delays for the traveling public.

NOTIFICATION REQUIREMENTS FOR CHANGES IN TRAFFIC CONTROL

The TMC shall be notified within 10 minutes of installing the first advanced warning sign for a lane closure or lane blocking event. The TMC shall also be notified within 10 minutes of removal of the last advanced warning sign. The Engineer may approve any refinements to the traffic control plan as appropriate. An additional notification with specific information on the pending change shall be provided to the Engineer at least 48 hours in advance of the proposed traffic control change. This work will be subsidiary to Item 619.1-Maintenance of Traffic. No changes in traffic control will be allowed without completing all advanced notification requirements. If the lane closure does not result in stopped or delayed traffic, then the TMC does not need to be notified. The Contract Administrator or designee will communicate all lane altering events to:

TMC Operations Supervisor
Tel. (603-271-6TMC)

In addition, the Contractor shall notify and provide information regarding traffic control operations to the area emergency services noted below (subsidiary to Item 619.1 – Maintenance of Traffic). Particularly this includes instances such as ramp closures, resetting of granite curb on ramps, and other operations that may block traffic flow temporarily through the work zone:

Emergency Service Contacts:

- I. Robert Buxton, Town of Hudson, Fire Chief, (603-816-3248);
- II. William Avery, Town of Hudson, Police Chief, (603-816-2250); and
- III. NH State Police Troop B (603-666-3334).

ADDITIONAL TRAFFIC CONTROL NOTIFICATION

For any traffic control that reduces total contiguous available pavement width to 15' or less, complete and fax a Lane Restriction Form two weeks in advance to the NHDOT Permit Office (603-271-5990). The Engineer may require the Contractor to sign for alternate routing of wide loads (subsidiary to Item 619.1).

CONTRACTOR'S TRAFFIC CONTROL PLAN

On this project, supply a Contractor Traffic Control Plan (CTCP) and a Traffic Control Coordinator (TCC) in accordance with the following sections.

Submit a detailed CTCP for each section of NH 3A (Lowell Road) and the associated On-ramp to be worked on under this Contract for documentation, three (3) weeks in advance of the work in accordance with 105.02. The ultimate goal of the CTCP is to provide a plan that helps ensure safe and timely passage of vehicles through the work zone at all times.

The CTCP shall:

1. List the TCC(s) designated for the project. (See qualifications and responsibilities elsewhere in the Traffic Control Plan.)
2. Provide current hourly traffic volumes through the project area, based on actual traffic counts taken for each day of the week. Historic hourly traffic counts reflecting the hour of day, day of the week, month, and year the counts are available on the NHDOT website (www.nh.gov/dot/org/operations/traffic/tvr/detailsheets/index.htm).
3. Use current hourly traffic counts, and the maximum vehicle per hour per lane guideline information listed below, to develop the initial CTCP establishing time frames when work may and may not proceed. List these resulting time frames in the CTCP. The use of this volume information allows a starting point for the development of the CTCP but may require adjustment in the field depending on traffic variations.
 - o The following guidelines shows maximum capacity of vehicles per hour per lane for multiple/single lane closures:
 - 4 lanes to 1 lane 900 vehicle per hour per lane
 - 3 lanes to 1 lane 950 vehicle per hour per lane
 - 2 lanes to 1 lane 1000 vehicle per hour per lane
 - 4 lanes to 2 lane 1100 vehicle per hour per lane
 - 3 lanes to 2 lane 1200 vehicle per hour per lane
4. Include a chart in the CTCP that shows the acceptable start and stop time for construction operations (Day and Night work).
5. Incorporate the other conditions regarding lane and ramp closures described elsewhere in the Traffic Control Plan.
6. Identify lanes to be closed, the number of travel lanes to remain open, lane closure timeframes, and safety devices to be used, as well any site-specific elements associated with each section of the NH 3A and On Ramp.
7. Include 100 scale plans and a narrative for each phase of the work and in compliance with NHDOT Traffic Control Plans, details and the MUTCD.
8. Include sample checklists for the TCC to use for the work zone monitoring. Submit the TCC's completed and signed checklists upon request.
9. Define the monitoring of review frequency with a minimum of once per hour when lane closures are in place. Anticipate increased frequency of review when the delays approach the 10 minute mark.
10. Include a mitigation plan to relieve traffic congestion if delays reach unacceptable levels.
 - o Use the following delay guidelines in the development of the CTCP's mitigation plan(s) and in the field to establish trigger points for when mitigation is needed:
 - <5 minute delay = Goal
 - 5-10 minute delay = Acceptable
 - 10-15 minute delay = Mitigation Needed

- >15 minute delay = Unacceptable

Update the CTCP as a result of actual field determinations, conditions, and/or delay times as needed. Submit all updates to the Engineer for documentation in accordance with 105.02. Have the CTCP prepared, signed, and stamped by a licensed Professional Engineer licensed in the State of New Hampshire or an ATSSA Certified TCS/TCD professional.

The Traffic Control Coordinator (TCC) shall:

1. Be an ATSSA certified Traffic Control Technician and/or NH licensed Professional Engineer.
2. Be on site full time; and have no other project responsibilities assigned to them other than Traffic Control, unless otherwise approved.
3. Not set up or remove traffic control, but will direct that adjustments be made to traffic control in accordance with conditions through the project area.
4. Be responsible for implementing the CTCP, monitoring the traffic during construction operations, and ensuring that all personnel and traffic control devices (officer placement, flagger performance, sign packages, message/arrow boards, cones/barrels, lighting, truck-mounted attenuators, etc.) are in conformance with the CTCP and operating properly.
5. Monitor the traffic passing through the work zone to ensure that backups do not exceed acceptable levels.
6. Expect to increase the review frequency when delay times start increasing toward the 10 minute mark and take measures necessary to implement the mitigation plan.

Miscellaneous CTCP:

1. The Department reserves the right to revise, alter and/or require additional safeguards to protect the safety of the traveling public at any time.
2. All costs associated with the development and implementation of the Contractor's Traffic Control Plan (CTCP), CTCP updates, and the duties of the Traffic Control Coordinator (TCC) shall be subsidiary to Item 619.1 - Maintenance of Traffic.

MAINTENANCE OF TRAFFIC

1. No lane or ramp closures will be allowed on Sundays, Holidays, or the day preceding a Holiday.
2. Restore traffic to normal traffic lanes by the time specified and accepted in the CTCP.
3. For daytime lane closures, if allowed by the CTCP, maintain a 16 foot minimum width for any time that only a single lane is open to traffic to accommodate wide loads that are allowed under a Multi-State Permit. For this work, provide appropriate construction signs and warnings subsidiary to Item 619.1.
4. Use Item 619.25 - Portable Changeable Message Signs (PCMS) to advise motorists in advance of shoulder or lane closures associated with construction activities. Set Portable Changeable Message Signs up in advisory mode, one week prior to beginning the work. Notify District 5 Maintenance Engineer (Rich Radwanski, 603-666-3336), 1 week in

advance of the closure. Provide any other required signs compliant with MUTCD requirements, subsidiary to Item 619.1.

5. Update PCMS messages regularly as the project progresses. Outdated messages will be updated in a timely manner to provide motorists with informative, current information on changes to daily traffic patterns, work locations, etc.
6. Use reflectorized drums (barrels) for all channelizing tapers. Use 36" (minimum) cones (with 6" and 4" reflectorized bands) or 42" Tubular Marker (with three 4" wide reflectorized bands) for channelizing tangent sections. Banding shall be in compliance with the current MUTCD.
7. If operational signs are approved for use in place of permanent construction signs, place the bottom of the signs a minimum 3' above the road grade. To improve operational sign visibility, use the same sign stands for operational signs in multi-lane areas and when signs are placed behind guardrail.

NIGHTTIME CLOSURE CONSIDERATIONS

It is anticipated that traffic restrictions will occur during the hours of darkness. When that occurs:

1. Dim flashing arrow boards by 50% at night for lane closures.
2. Be aware of and adhere to Section 619.3.2.7 concerning Loading and Unloading Equipment and written instructions to all drivers.
3. Do not allow workers or construction vehicles to enter into, or impede the flow of traffic in an open lane. Do not allow construction vehicles to slow down or stop in any travel lane unless such lane has previously been made safe with appropriate signs and channelizing installed devices as required.

PROHIBITION OF UNNECESSARY TRAFFIC OBSTRUCTION

The clear zone measured from the edge of the traveled way open to traffic shall be as follows:

- 16 feet in areas of posted speed limits 40 mph or less,

Work must be performed in such a way that does not adversely affect traffic from both sides of the roadway at any location at the same time.

VARIATION FROM THE TRAFFIC CONTROL PLAN

The Contractor shall submit a written proposal to the Department with Traffic Control, staging and layout plans for consideration and approval.

Superseded General Decision Number: NH20220039

State: New Hampshire

Construction Type: Highway

County: Hillsborough County in New Hampshire.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> ◆ Executive Order 14026 generally applies to the contract. ◆ The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> ◆ Executive Order 13658 generally applies to the contract. ◆ The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
 0 01/06/2023

LAB00133-002 06/01/2022

LABORER (Asphalt, Includes
 Raker, Shoveler, Spreader and
 Distributor).....\$ 36.31 26.64

 SUNH2019-008 11/22/2022

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 23.11	1.06
CARPENTER, Excludes Form Work....	\$ 26.23	2.51
CEMENT MASON/CONCRETE FINISHER...	\$ 21.81	0.00
ELECTRICIAN.....	\$ 29.00	2.78
FENCE ERECTOR (Chain Link Fence).....	\$ 19.59	0.00
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 20.87	0.00
INSTALLER - GUARDRAIL.....	\$ 29.25	5.56
IRONWORKER, REINFORCING.....	\$ 22.59	2.00
IRONWORKER, STRUCTURAL.....	\$ 34.45	17.20
LABORER: Common or General.....	\$ 18.62	2.60
LABORER: Landscape.....	\$ 18.34	2.85
LABORER: Pipelayer.....	\$ 19.02	2.72
OPERATOR: Auger.....	\$ 26.07	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 24.98	7.21
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 20.21	3.98
OPERATOR: Broom/Sweeper.....	\$ 23.09	5.09
OPERATOR: Bucket.....	\$ 30.00	0.00
OPERATOR: Bulldozer.....	\$ 25.97	6.59
OPERATOR: Crane.....	\$ 29.76	3.29
OPERATOR: Grader/Blade.....	\$ 25.96	6.00
OPERATOR: Loader.....	\$ 25.40	7.51
OPERATOR: Mechanic.....	\$ 25.12	3.44
OPERATOR: Milling Machine.....	\$ 29.25	5.47
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 28.25	6.51
OPERATOR: Pounder.....	\$ 35.06	7.75
OPERATOR: Roller.....	\$ 27.19	6.12

PAINTER: Spray.....	\$ 27.29	6.95
TRAFFIC CONTROL: Flagger.....	\$ 14.82 **	1.37
TRUCK DRIVER: Dump Truck.....	\$ 19.06	3.37
TRUCK DRIVER: Lowboy Truck.....	\$ 22.75	4.95

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this

classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests

for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

06/24/08

SSD: 9/11/06, 12/5/90

WAGE RATES
FEDERAL AID PROJECTS

This proposal contains minimum wage determinations as specified by the U.S. Secretary of Labor. Copies of the attached wage determination(s) shall be posted on the bulletin board at the work site and furnished to employees upon request. Furthermore, the wage determination(s) shall be incorporated into all subcontract agreements.

If the Contractor, any subcontractor or lower-tier contractor intend to employ a classification of labor not listed in the attached determination(s), it shall submit a Request for Additional Work Classification(s) to the New Hampshire Department of Transportation, Labor Compliance Office at (603) 271-2467. The Contractor is responsible for ensuring that a Request is submitted for any additional classification of work to be employed by itself, any subcontractor or lower-tier contractor 3-4 weeks before the classification is utilized.

This contract is subject to the Work Hours Act of 1962, P.L. 87-581 and implementing regulations.

SPECIAL ATTENTION

FY 2019 National Defense Authorization Act (NDAA)

**Prohibition of Certain Telecommunications and Video Surveillance Services and
Equipment from Specific Producers**

The United States Department of Transportation (USDOT)/Federal Highway Administration (FHWA) continues to monitor suppliers and equipment to ensure that the safety and security of equipment and the ITS network can be maintained. The Contractor shall be aware that the Department has received notification from USDOT/FHWA that per 2 CFR 200.216, 2 CFR 200.471, and Section 889(b) of the FY 2019 NDAA, that no equipment shall be purchased by manufacturers, or known associates of manufacturers, as shown on the Department's *Restricted Equipment Manufacturer List* (www.nhtmc.com/forms/index.html). The Department reserves the right to reject previously approved equipment submissions for any equipment throughout the life of the contract if a manufacturer or their equipment is added to the restricted list.

10/26/22

Supersedes Spec. Attn. dated 3/9/90, 12/5/90, 4/4/92, 2/22/93, 4/24/95 & 6/5/98, 06/02/10

SPECIAL ATTENTION**BUILD AMERICA, BUY AMERICA**

On November 15, 2021, the Infrastructure Investment and Jobs Act (IIJA) was signed into law (the Bipartisan Infrastructure Law, or BIL), which includes the Build America, Buy America Act (BABA). Pub. L. No. 117-58. BABA strengthens existing Buy America regulations and specifically states that no Federal funds made available for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials permanently incorporated into the project are produced in the United States. Any project within the scope of a finding, determination, or decision under the National Environmental Policy Act (NEPA), regardless of the funding source for the individual project, are subject to BABA regulations if at least one contract within the scope of the NEPA decision is funded Federally. This project is subject to BABA, and will require certification in the following item categories (an article, material, or supply should only be classified into one of the categories below):

- a) Iron and Steel: All iron and steel permanently incorporated into the project must be produced in the United States. The only exception to this requirement is the production of pig iron and the processing, pelletizing, and reduction of iron ore, which may occur in another country. This means all manufacturing processes, from the initial melting stage through the application of coatings, must occur in the United States.
 - Steel products include, but are not limited to, structural steel, piles, reinforcing steel, structural plate, steel culverts, guardrail, steel supports for signs, signals (mast arms), and luminaires.
 - Iron products include, but are not limited to, cast iron frames and grates.
- b) Manufactured Products*: All manufactured products permanently incorporated into the project must be produced in the United States. This means the manufactured product must be manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States must be greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

**The FHWA has a longstanding Buy America nationwide General Applicability Waiver for Manufactured Products. As of the date of this Special Attention, FHWA has not modified the waiver, and the waiver continues to apply to manufactured products that are not predominantly steel and iron. Manufactured products that are predominantly steel or iron remain subject to Buy America and now BABA certification.*
- c) Construction Materials: All construction materials permanently incorporated into the project must be manufactured in the United States. This means the final manufacturing process and the immediately preceding manufacturing stage for the construction material must occur in the United States.

10/26/22

Supersedes Spec. Attn. dated 3/9/90, 12/5/90, 4/4/92, 2/22/93, 4/24/95 & 6/5/98, 06/02/10

- Construction Materials include an article, material, or supply that is or consists primarily of:
 - i. Non-ferrous metals;
 - ii. Plastic and polymer-based products (including polyvinylchloride, composite build materials, and polymers used in fiber optic cables);
 - iii. Glass (including optic glass);
 - iv. Lumber; or
 - v. Drywall.
- Construction Materials do not include:
 - i. Items of primarily iron or steel;
 - ii. Manufactured Products;
 - iii. Cement and cementitious materials;
 - iv. Aggregates such as stone, sand, or gravel; or
 - v. Aggregate binding agents or additives.

Items that consist of two or more of the listed materials that have been combined through a manufacturing process, and items that include at least one of the listed materials combined through a manufacturing process with a material that is not listed, should be treated as manufactured products, rather than as construction materials. Equipment, tools, and temporary items are not required to meet the BABA requirements.

A Certificate of Compliance, conforming to the requirements of Section 106.04, shall be furnished for all above materials, regardless of item category. The form for this certification is entitled "Certificate of Compliance" and can be found at www.NHDOT.com.

For steel and iron materials and for manufactured products produced predominantly of steel or iron, records to be maintained by the Contractor for compliance with this Special Attention shall include a signed mill test report and a signed certification by each supplier, distributor, fabricator, and manufacturer that has handled the materials affirming that every process, including the application of a coating, performed on the steel or iron has been carried out in the United States of America, except as allowed by this Special Attention. The lack of these certifications will be justification for rejection of the material provided.

Manufacturer's certificate of compliance for construction materials must identify where the construction material was manufactured and attest specifically to compliance with BABA.

The requirements of said law and regulations do not prevent a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

Upon completion of the project, the Contractor shall certify in writing as to compliance with BABA and also provide the total project delivered cost of all foreign steel and iron, provided under this requirement, that are permanently incorporated into the project. The form for this certification is entitled "Build America, Buy America Certificate of Compliance" and can be found at www.NHDOT.com.

SPECIAL ATTENTION**SHIPPING**

In accordance with the **Title 46 - Shipping** requirements of the Federal regulations (46 CFR 381.7), contractors must comply with the Cargo Preference Act (CPA) requirements and implementation regulations for all Federal-aid projects awarded after February 15, 2016. **Title 46 - Shipping** reads as follows:

Title 46 - Shipping

Volume: 8

Date: 2014-10-01

Original Date: 2014-10-01

Title: Section 381. 7 - Federal Grant, Guaranty, Loan and Advance of Funds Agreements.
Context Title 46 - Shipping. CHAPTER II - MARITIME ADMINISTRATION, DEPARTMENT OF TRANSPORTATION. SUBCHAPTER J - MISCELLANEOUS. PART 381 - CARGO PREFERENCE-U.S.FLAG VESSELS.

§ 381.7 Federal Grant, Guaranty, Loan and Advance of Funds Agreements.

In order to insure a fair and reasonable participation by privately owned United States-flag commercial vessels in transporting cargoes which are subject to the Cargo Preference Act of 1954 and which are generated by U.S. Government Grant, Guaranty, Loan and/or Advance of Funds Programs, the head of each affected department or agency shall require appropriate clauses to be inserted in those Grant, Guaranty, Loan and/or Advance of Funds Agreements and all third party contracts executed between the borrower/grantee and other parties, where the possibility exists for ocean transportation of items procured, contracted for or otherwise obtained by or on behalf of the grantee, borrower, or any of their contractors or subcontractors. The clauses required by this part shall provide that at least 50 percent of the freight revenue and tonnage of cargo generated by the U.S. Government Grant, Guaranty, Loan or Advance of Funds be transported on privately owned United States-flag commercial vessels. These clauses shall also require that all parties provide to the Maritime Administration the necessary shipment information as set forth in § 381 .3. A copy of the appropriate clauses required by this part shall be submitted by each affected agency or department to the Secretary, Maritime Administration, for approval no later than 30 days after the effective date of this part. The following are suggested acceptable clauses with respect to the use of United States-flag vessels to be incorporated in the Grant, Guaranty, Loan and/or Advance of Funds Agreements as well as contracts and subcontracts resulting therefrom:

(a) *Agreement Clauses.* Use of United States-flag vessels:

- (1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(b) *Contractor and Subcontractor Clauses.* Use of United States-flag vessels: The contractor agrees

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills--of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

SPECIAL ATTENTION**CONVICT PRODUCED MATERIAL**

In accordance with the requirements of the Federal regulations (23 U.S.C. 114(b)(2), 23 CFR 635.417), essentially all convict produced material is prohibited from Federal-aid highway construction projects. More specifically, materials produced after July 1, 1991, by convict labor, may only be incorporated in a Federal-aid construction projects if: 1) such materials have been produced by convicts who are on parole, supervised release, or probation from a prison; or 2) such material has been produced in a qualified prison facility, e.g., prison industry, with the amount produced during any 12-month period, for use in Federal-aid projects, not exceeding the amount produced, for such use, during the 12-month period ending July 1, 1987*.

* Because the Department, Federal Highway Administration, nor New Hampshire Correctional Industries can produce documents to meet condition 2 above, this condition cannot be met for New Hampshire convict produced material.

1/2001
Supersedes 3/90
ALL FA PROJECTS

SPECIAL ATTENTION

LOBBYING

UNITED STATES DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION

SUBJECT: LIMITATION ON USE OF GRANT OR CONTRACT FUNDS FOR LOBBYING

The lobbying restrictions were established by Section 319 of Public Law 101-121 (Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990).

The law prohibits Federal funds from being expended by the recipient or any lower tier subrecipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement. The extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement is also covered.

Federal-aid contractors, and consultants, as well as lower tier subcontractors and subconsultants are also subject to the lobbying prohibition. To assure compliance, a certification provision is included in all Federal-aid construction solicitations and contracts, and consultant agreements exceeding \$100,000 in Federal funds.

The Contractor shall be aware that by signing and submitting this proposal, he or she is attesting to the requirements of the certification provisions.

During the period of performance of a grant or contract, recipients and subrecipients must file disclosure form (Standard Form LLL) at the end of each calendar year quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any previously filed disclosure form.

Lower tier certifications should be maintained by the next tier above (i.e., prime contractors will keep the subcontractors' certification on file, etc.). Copies of Standard Form LLL will be included in the subcontract package for distribution to successful bidders.

December 24, 1998
Supersedes Spec. Attn. dated 3/29/88 & 12/5/90

FHWA Projects

SPECIAL ATTENTION

**CONTRACT AFFIDAVIT - CERTIFICATION REGARDING DEBARMENT
SUSPENSION**

The separate form entitled, CONTRACT AFFIDAVIT (As Required by Section 112(c) of Title 23 USC) has been deleted from this proposal.

Bidders are advised that the last page of the bidding proposal has been revised to include the same reference, **IN BOLD PRINT**, relative to the non-collusion statement included on the discontinued form.

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The Contractor is advised that 49 CFR 29.510, Appendix A, requires that the Contractor, including all principals, certify that they are not currently under debarment or suspension or have not been under debarment or suspension within the past three years. (For certification instructions see next page).

The certification has been added, **IN BOLD PRINT**, onto the next to the last page of the bidding proposal.

The Contractor is further advised that Appendix B of 49 CFR 29.510 regarding certification of lower tier transactions has been added to Form FHWA-1273.

Appendix A - Certification regarding Debarment, Suspension, and other Responsibility Matters -
Primary Covered Transactions.

Instruction for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification" Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

SPECIAL ATTENTION **SUMMARY OF REQUIREMENTS FOR FEDERAL-AID PROJECTS**

1. Subletting on Federal-aid Contracts:

- a. On Federal-Aid projects, the following documents are required to be incorporated in and made a part of, every subcontract agreement; including lower-tier subcontract agreements, and companies, and/or independent contractors that perform testing, monitoring, inspection services such as ground penetrating radar, erosion control monitoring, video inspection, SWPPP, POP, environmental testing/monitoring or vibration monitoring, require subcontractor approval:

- [NHDOT Subcontracting Procedure](#) and Forms:
 - Updated [Annual Assurances](#) (annual requirement). Contractors will not be approved or authorized to work until all OFC's Annual Assurance requirements have been fulfilled.
 - OFC Form 15 - Transmittal Request
 - OFC Form 14 - Contractor Acknowledgment Certification
 - OFC Form 26 - Work Certificate
- A signed written contract

A valid Certificate of Insurance, listing NHDOT as the Certificate holder. Office of Federal Compliance (OFC) staff will verify coverage with the NH Department of Labor (NHDOL). Workers Compensation Insurance needs to be on the [National Council on Compensation Insurance \(NCCI\)](#) database and company must be in good standing with [NH Secretary of State](#).

Per NH RSA 228:4-b, Workers' Compensation Insurance must cover all individuals performing work on site and shall remain in effect for the duration of the contractor's work on the project. No excluded individual, owner, or officer may perform work on site without exception. All persons working on site must have Workers' Compensation coverage on file with the NHDOL.

Attention of the Contractor is called to [NHDOT Standard Specifications 107.02](#) and [NH RSA 293- A:15.01](#) which, among other provisions, requires that all Contractors, including those based out-of state, register their business name with the [NH Secretary of State's Office](#) and remain active or in good standing throughout the period of participation.

- Required Contract Provisions (FHWA-1273)
- Disadvantaged Business Enterprise (DBE) Program Requirements (Standard Specification 103.06)
- Prompt Payment to Subcontractors ([Standard Specification 109.09](#))

- [41 CFR 60-4 Affirmative Action Requirements](#)
 - Applicable only to contracts or subcontracts in excess of \$10,000
 - U.S. Department of Labor (USDOL) wage rates entitled “GENERAL WAGE DECISION” (as contained in the contract)
 - Does not apply to companies performing Davis-Bacon exempt work (such as testing, monitoring, and inspection services).
- b. Prime Contractors shall submit consent to sublet packages to the NHDOT **at least 5** working days prior to said subcontractor (or lower-tier subcontractor) performing work on site. On LPA projects, the Prime Contractor shall also provide a courtesy copy to the town or the town’s consultant, if applicable.
- c. LPA Projects Only: OFC is the sole approval authority for all LPA construction project sub approvals. Consents to sublet shall be submitted directly to the OFC.

2. FHWA Form 1273, Required Contract Provisions:

- a. The Prime Contractor shall insert in each subcontract all the stipulations contained in the Required Contract Provisions. Primes shall further require their inclusion in any lower-tier subcontract or purchase order that may in-turn be made. The Required Contract Provisions shall not be incorporated by reference in any case.
- b. In accordance with Section I, Paragraph 1, the Prime Contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. This shall include any unpaid wages found to be owed that is not paid by a subcontractor or lower-tier subcontractor.
- c. In accordance with Section I, Paragraph 3, “A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contact, suspension/debarment or any other action determined to be appropriate by the contracting agency and FHWA.”

3. Certified Payrolls and Time Sheets:

- a. Submission Format: Payrolls, as required by FHWA Form 1273, shall be submitted electronically (email) as a pdf document to the NHDOT Contract Administrator, consistently named in the following format: Contractor’s name (abbreviated is acceptable) followed by the “week ending” date (yyyy/mm/dd). The Contractor’s and each Subcontractor’s payroll shall be submitted as separate, individual files.
Example: Plow Brothers Inc 2017-12-09
- b. Multiple Counties/States or Categories (Highway/Building/Heavy): Whenever contracts have multiple wage determinations, contractors shall indicate, on each payroll submission, which wage determination is applicable to the work. In the instance that there are multiple counties within the contract the payroll shall indicate which county the work was performed.
- c. Project Specific: Except for weekly gross pay, deductions, and weekly net pay, all information shown on certified payrolls shall be project specific. Please reference FHWA Form 1273 for additional payroll requirements and limitations.

- d. Time Sheets: Every contractor shall create and maintain time sheets for every worker performing work on the project. This includes salaried employees who perform work in a classification, either intermittently or full time. Time sheets shall record all work performed during the work week, both Federal and non-Federal, shop time, travel time considered work time, including any time considered “hours worked” as described under the Fair Labor Standards Act, Part 785. When requested, Contractors shall provide copies of time sheets to the OFC in support of certified payroll report information being provided. Time sheets, payroll records, and other basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years from final invoice for all laborers and mechanics working at the site of work.

4. Sign-In Sheets:

- a. State Managed Projects: The use of daily sign-in sheets is required for subcontractors performing asbestos abatement. The OFC may also direct the use of daily sign-in sheets on other State managed projects for any contractor who does not accurately report all workers performing work on site on their payrolls. The sign-in sheets shall be administered as described below.
- b. LPA Projects: The use of daily sign-in sheets is **mandatory** on all LPA projects. Every worker must sign in, on a daily basis, prior to performing work on site. The OFC Form 20- Daily Sign-In Record shall be used for this purpose. The Prime Contractor is responsible to ensure all sign-in sheet requirements are met and that sign-in sheets are turned in to the Contract Administrator on a daily basis. Contract Administrators shall review and initial sign-in sheets daily; cross matching what employees have indicated for their specific work classification and what employers are indicating on certified payroll reports, and also verifying employers of workers signing in have been approved to work by the NHDOT. Sign-in sheets shall be co-located with certified payrolls and filed in a 3-ring binder; newest sign-in sheets on top. Sign-in sheets are an inspection item.

5. Requesting Work Classifications, Classifying Workers, and/or Payment of Wages.

- a. The Prime Contractor is required to submit an additional request to the NHDOT for any classification of labor/equipment that they or their subcontractors shall be utilizing under the contract that is not contained in the Proposal’s Federal General Decision.
- b. Conformance submissions shall be in accordance with U.S. Department of Labor Memorandum No. 213, dated March 22, 2013. A copy of the Memorandum can be found at <http://www.wdol.gov/aam/aam213.pdf>.
- c. Unless otherwise instructed by the OFC, a SF 1444 shall be used for this purpose.
- d. Requests must be submitted to the NHDOT prior to any work being performed in the classification(s).
- e. Contractors who do not receive a USDOL conformance decision from the OFC within 45 days of submission should follow-up with the OFC.

- f. Once a decision is received from the USDOL, the OFC will notify the Prime Contractor. In cases when the USDOL stipulates a higher rate of pay than the one proposed by the Contractor, and the Contractor elects not to submit an appeal, restitution, if due, shall be paid to employees within 10 calendar days of being notified by the OFC. Restitution requirements of the NHDOT shall apply.
- g. Appeals shall be filed with the USDOL within 30 calendar days and a courtesy copy forwarded to the OFC at the same time. Restitution, if applicable, does not need to be paid during the time the appeal is under review by the USDOL.
- h. Contractors shall immediately inform the OFC whenever appeal decisions (including reconsideration requests) are received from the USDOL.
- i. In cases when a contractor indicates to the OFC he/she plans to appeal the USDOL decision but fails to provide the OFC proof of submission within 30 calendar days, the contractor shall comply with the original USDOL decision. The OFC will subsequently notify the Contractor that proof of an appeal was not received within 30 days and restitution, if applicable, must be paid to workers within 10 calendar days. Contractors who fail to provide restitution will be deemed “in non-compliance.”
- j. OFC payment release authorization letters (Okay to Pay letters) cannot be accomplished until all wage conformances have been deemed closed (USDOL responses have been received), any pending contractor wage appeals have been finalized, with restitution paid if applicable, and all Prompt Pay requirements have been met.
- k. Job Classifications Descriptions (Laboring Category): While most of skilled and unskilled crafts appearing in Wage Determinations are self-explanatory, the below classifications (not all inclusive) have been described by the NHDOT and are consistent with USDOL requirements. Questions involving correct classification of workers should be addressed prior to performing work on the project. Workers performing in these classifications, according to the description, will be classified by contractors accordingly:
 - 1) Asbestos Abatement: All work associated with asbestos abatement shall be classified as “Laborer,” unless said work involves piping that will be reinsulated. In these cases, “Asbestos Abatement Worker” shall be used.
 - 2) Blaster: Supervises and assists in locating, loading, and firing blast holes with explosives to break up hard materials. This work includes any of the following duties on-site: determining the spacing and depth of drilled holes; determining the amount of explosives, timing and placement of detonators; handling blasting materials in the work area; loading holes with detonators, primers and explosives; tamping and stemming holes; directing the placement of blasting mats or other flyrock controls; and detonating the charges.
 - 3) Brick Mason (also called Brick Layers): Builds and repairs walls, floors, paths/sidewalks, partitions, fireplaces, chimneys, and other structures with brick, pavers, precast masonry panels, concrete block, and other masonry materials, with or without mortar.
 - 4) Carpenter (Form Work Only): Formwork carpenters build the molds that retain wet concrete in the construction of bridges, foundations and other

concrete structures. This also includes pre-manufactured forms made of steel, wood or heavy plastic. Work under this class also includes bracing required to hold the forms in place.

- 5) Carpenter (Excluding Form Work): Involves all carpentry work not directly related to the pouring of concrete. This includes, without limitation, scaffolding, safety rail, platforms, walkways, stairs, demo containment, buildings, and bracing that is not in direct contact with concrete.

Note 1: Any work to dismantle where workers can simply “tear it apart” and where no safety concerns are present can be performed by Common or General Laborers.

Note 2: Questions involving these classes should be addressed prior to performing work on the project.

- 6) Drill Operator: Unless a hand-held tool, which can then be classified and performed as a Common/General Laborer, all drill work shall be performed in the “Drill Operator” classification. Conformances, if needed, shall be consistent with this requirement.
- 7) Guardrail Installer: Except for the “pounder,” each person performing guardrail installation work shall be classified as “Guardrail Installer.”
- 8) Ironworker (Reinforcing): Positions and secures steel bars to placement of reinforced concrete; determines number, size, shape, and location of reinforcing rods from plans, specifications, sketches and/or oral instructions; places and ties reinforcing steel using wire and pliers, sets rods in place, spaces and secures reinforcing rods. May bend steel rods with hand tools or operate a rod-bending machine; may reinforce concrete with wire mesh; may perform other related duties.
- 9) Ironworker (Structural): Performs any combination of the following duties to set beams, hang diaphragms, install bolts, torque bolts, test bolts, raise, place and unite girders, columns and other structural steel members to form completed structures or structure frameworks, working as a member of a crew; sets up hoisting equipment for raising and placing structural steel members; fastens steel members to cable of hoist using chain, cable or rope; signals worker operating hoisting equipment to lift and place steel members. Guides member using guy line (rope) or rides on member to guide it into position. Reads plans; rigs, assembles and erects structural members requiring riveting or welding. May perform other related duties.
- 10) Lead Abatement Worker: All work associated with lead abatement shall be classified as “Lead Abatement Worker”.
- 11) Stone Mason: Builds stone walls, as well as set stone exteriors and floors, lays/sets all cut stone, marble, slate, or stone, with or without mortar. They work with natural cut stone, such as marble, granite, limestone and artificial stone made of concrete, marble chips, or other masonry materials.
- 12) Sweeper/Broom Operators: Whenever Sweeper or Broom does not appear in the Wage Determination, contractors may use the Truck Driver classification for this service if the equipment used is of the over the road type (only). However, anytime the contract has an established classification/rate for

“Sweeper or “Broom,” this classification must be used and the minimum rate, as it appears in the contract, shall apply.

- 13) **Traffic Coordinator:** Performs sign placement and maintenance, including proper set up and relocation of construction sign packages and message boards; designs lane closures in accordance with local, state, and Federal requirements. Please do not confuse this classification with Flagger.

6. Prompt Pay to subcontractors and material suppliers: Prompt pay requirements are outlined in the [NHDOT Standard Specifications Section 109.09](#). Submissions are due to OFC at laborcompliance@dot.nh.gov no later than the 10th calendar day of each month.

- a. **State managed projects:** Contractors may use the OFC Form 18 or utilize their own document that contains the same required information unless otherwise instructed by the OFC.
- b. **LPA projects:** Contractors shall use the OFC Form 12.

Contractors may use the OFC Form 18 or utilize their own document that contains the same required information unless otherwise instructed by the OFC.

If no payments were made for a State managed or LPA project during the reporting period, contractors shall submit the appropriate certification form or email indicating “no payments made to subcontractors.”

7. Mandatory Training: Prime Contractors who fail to obtain an annual average (based on the calendar year) of at least 60% “Satisfactory” ratings on all OFC Compliance Field Audit Reports may be required to attend a mandatory 4-hour Contractor Compliance Training Class each spring (as scheduled by the OFC). A principal owner or executive officer of the company, and his/her payroll accountant shall attend.

- a. Compliance ratings will be averaged over all projects if a Prime Contractor has multiple projects.
- b. The OFC has at least two Contractor Compliance Training Seminars each year. Every contractor participating on Federal-aid construction projects is encouraged to attend.

8. Restitution: If required, restitution shall be performed in accordance with the OFC guidelines. The OFC Form 8 - Restitution Worksheet and Affidavit shall be used.

9. Corrective Action Plan

- a. Any Contractor, Subcontractor, or Lower-tier Subcontractor found to be in violation of Required Contract Provisions, made part of its contract may be suspended to work on existing or future projects and/or required to provide a Corrective Action Plan (CAP). Other sanctions may be imposed by the Department as appropriate.

Corrective action will include, but not limited to, the submission of certified payrolls or other records and reports necessary to verify compliance with the Provisions.

- b. Any Contractor, regardless of the tier, found to have repeatedly violated the Required Contract Provisions, may be required to complete 4-hours of Contractor Compliance Training conducted by the Department. When mandated, a principal owner and/or company executive and his/her payroll accountant shall attend Contractor Compliance Training must be completed before participation on future projects is authorized. This requirement does not relieve the Contractor of its obligations under the prime contract, nor does it prevent the Department from seeking other remedies or enforcement actions, as provided by the governing Rules and Laws and Federal Regulations.
- c. Companies will be notified of violations in writing. Actions the company must take to have participation privileges restored will be clearly indicated. Companies will also be advised that if a satisfactory response is not received within 7 days of the requested CAP, the company will be considered “non-responsive.” In cases where lower tier companies are non-responsive, matter will then be deferred to the Prime Contractor for payment of outstanding payments as provided in Required Contract Provisions.

10. Right to Withhold Payment: The Department may withhold payments claimed by the Contractor on account of:

- a. Failure of the Contractor to make payments to Subcontractors for materials or labor.
- b. Regulatory non-compliance or enforcement.
- c. Failure to comply with OFC Field Audit Report requirements.
- d. Failure to comply with monthly reporting requirements, as applicable.
- e. For projects with an On-The-Job Training (OJT) requirement, failure to submit OJT Form 1 - On-The-Job Training Acknowledgement and Statement of Intent within 30 days of the project start date.
- f. Failure to submit closeout documentation.
- g. All other causes that the Department reasonably determines negatively affect the State’s interest.

11. Final Payment Release: Once final project records are transferred to the OFC, a final review shall be performed to determine compliance with the Federal provisions. Release of any final payment shall not be made to the Contractor until the OFC issues a payment release letter (Okay to Pay) certifying:

- a. All required payrolls, labor, and Equal Employment Opportunity (EEO) documentation have been received and deemed complete and correct.
- b. DBE requirements stipulated in the Contract and/or the Required Contract Provisions have been fulfilled.

12. Deposits in Escrow: Every attempt is made to complete compliance actions and resolve any disputes before the project is completed and final payments are made. Sometimes, however, corrective actions or disputes continue after completion and provisions must be made to ensure that funds are available to pay any wage restitution that is ultimately found due. In these cases, the project can proceed to final closing provided the Prime Contractor, from payments already provided him/her, provides written evidence a deposit of an amount equal to the potential liability for wage restitution and liquidated damages, if applicable, has been deposited in an escrow account. When a final decision is rendered, the Prime Contractor makes disbursements from the account in accordance with the decision. Deposit/escrow accounts are established for one or more of the following reasons:

- a. Where the parties have agreed to amounts of wage restitution that are due but the employer has not yet furnished evidence that all the underpaid workers have received their back wages. The deposit is equal to the amount of restitution due to workers lacking payment evidence. As proper documentation is received, an amount corresponding to the documentation is returned to the depositor. Amounts for any workers who cannot be located are held in the escrow account for three (3) years. Amounts remaining in the account not disbursed by the end of this three-year period shall be returned to the Prime Contractor.
- b. Where underpayments are suspected or alleged and an investigation has not yet been completed. The deposit is equal to the amount of wage restitution and liquidated damages, if applicable, that is estimated to be due. If the final determination of wages due is less than the amount estimated and placed in the escrow account, the escrow will be reduced to the final amount and the difference will be returned to the depositor. If the parties agree to the investigative findings, the amounts due to workers will be disbursed from the escrow account in accordance with the schedule of wages due. Amounts for unfound workers will be retained for a period of three (3) years and subsequently disbursed to the depositor as described above in Paragraph 12a.
- c. Where the parties are waiting for the outcome of an administrative hearing that has been or will be filed contesting a final determination of wages due. The deposit shall be equal to the amount of wage restitution and liquidated dates, if applicable, that have been determined to be due. Once the final decision is rendered, disbursements from the escrow account are made in accordance with the decision.

Please direct questions relating to any information in this document to the OFC at laborcompliance@dot.nh.gov . See the [OFC website \(https://www.nh.gov/dot/org/administration/ofc/documents.htm\)](https://www.nh.gov/dot/org/administration/ofc/documents.htm) for forms, documents, and other helpful material.

SPECIAL ATTENTION

Disadvantaged Business Enterprise (DBE)

Disadvantaged Business Enterprise (DBE) Policy. It shall be the policy of the New Hampshire Department of Transportation (NHDOT) to ensure nondiscriminatory opportunity for Disadvantaged Business Enterprises (DBE's) to participate in the performance of all contracts and subcontracts financed with Federal funds as specified by the regulations of the United States Department of Transportation (USDOT), Federal Highway Administration and as set forth below.

1. Policy. It is the policy of the United States Department of Transportation to ensure nondiscriminatory opportunity for disadvantaged business enterprises, as defined in 49 Code of Federal Regulation (CFR) Part 26, to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 applies to this contract.

2. Disadvantaged Business Enterprise (DBE) Obligation. The State and its Contractor agree to ensure nondiscriminatory opportunity for disadvantaged business enterprises, as defined in 49 CFR Part 26, to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. **Prime Contractors and subcontractors who further sublet must include this assurance in every subcontract:** *The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by any contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this Contract or such other remedy, as the NHDOT deems appropriate.*

3. Sanctions of Non-Compliance. The Contractor is hereby advised that failure of the Contractor, or any Subcontractor performing work under this Contract, to carry out the requirements set forth in paragraphs 1 and 2 above shall constitute a breach of contract and, after notification of the United States Department of Transportation, may result in termination of this Contract or such remedy as the State deems appropriate.

Overall Statewide DBE Goals. The NHDOT currently employs a race/gender neutral DBE policy to attain its overall statewide DBE goals. This means that unless otherwise stated in the Contract, the NHDOT relies on the voluntary cooperation of all contractors to utilize DBE's on every project, sufficient to meet or exceed the current statewide DBE goal. Although the majority of statewide DBE goals are currently voluntary, failure of the NHDOT to meet or exceed the overall statewide DBE goal as required by the Federal Highway Administration (FHWA), could necessitate placement of mandatory DBE participation requirements on all future statewide projects.

Disadvantaged Business Enterprise (DBE) Program Goals. The New Hampshire Department of Transportation is required to set an overall DBE goal for participation in all transportation related Federal-aid projects. The goal is determined following guidelines set forth in 49 CFR 26.45, and based on the availability of ready, willing and able DBE's who submitted bids for transportation related projects, compared as a percentage of all available contractors who submitted bids for transportation related projects during the same time period. The DBE goal may be adjusted to take into account other factors impacting DBE utilization, in an effort to narrowly tailor the overall DBE goal. The detailed goal setting methodology and current overall DBE goal may be viewed on the NHDOT website at www.nh.gov/dot.

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Disadvantaged Business Enterprise (DBE) Definition. A DBE is defined as a business that is owned and controlled by one or more socially and economically disadvantaged person(s). For the purpose of this definition:

- A. “Socially and economically disadvantaged person” means an individual who is a citizen or lawful permanent resident of the United States and who is a Woman, Black, Hispanic, Portuguese, Native American, Asian American, or a member of another group, or an individual found to be disadvantaged by an individual determination of social disadvantage as described in 49 CFR 26 appendix E, determinations of social and economic disadvantage.
- B. “Owned and controlled” means a business which is:
 - (1) A sole proprietorship legitimately owned and controlled by an individual who is a disadvantaged person.
 - (2) A partnership, joint venture or limited liability Company in which at least 51% of the beneficial ownership interests is legitimately held by a disadvantaged person(s).
 - (3) A corporation or other entity in which at least 51% of the voting interest and 51% of the beneficial ownership interests are legitimately held by a disadvantaged person(s).

The disadvantaged group owner(s) or stockholder(s) must possess control over management, interest in capital, and interest in earnings commensurate with the percentage of ownership. Disadvantaged participation in a joint venture must also be based on the sharing of real economic interest and must include proportionate control over management, capital, and earnings, as above. If the disadvantaged group ownership interests are real, substantial and continuing and not created solely to meet the requirements of this program, a firm is considered a bona fide DBE.

Certified DBE Directory. The current New Hampshire Unified Disadvantaged Business Enterprise (DBE) Directory is available online at www.nh.gov/dot. This directory contains all currently certified DBE's available for work in New Hampshire, and is updated monthly. Only firm's listed in this directory are eligible for DBE credit on NH Federal-aid projects. If you have questions about DBE certification, or do not have access to the Internet, please call the DBE Coordinator at (603) 271-6612 for assistance.

Counting DBE Participation For Project Goals. In order for payments made to DBE contractors to be counted toward DBE goals, the DBE contractors must perform a commercially useful function (CUF). The DBE must be responsible for execution of the work of the contract and must carry out its responsibilities by actually performing, managing, and supervising the work involved, consistent with standard industry practices. This means that:

- A. The DBE must also be responsible for ordering its own materials and supplies, determining quantity and quality, negotiating price, installing (where applicable) and paying for the material itself;
- B. The DBE must perform work commensurate with the amount of its contract;
- C. The DBE's contribution cannot be that of an extra participant or a conduit through which funds are passed in order to obtain the appearance of DBE participation;
- D. The DBE must exercise responsibility for at least fifty percent of the total cost of its contract with its own work force;
- E. None of the DBE's work can be subcontracted back to the Prime Contractor, nor can the DBE employ the prime's, or other subcontractor's supervisors currently working on the project;

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- F. The DBE's labor force must be separate and apart from that of the Prime Contractor or other subcontractors on the project. Transferring crews between primes, subcontractors, and DBE contractors is not acceptable;
- G. The DBE owner must hold a Public Works license and any other professional or craft licenses required for the type of work he/she performs on the project;
- H. The DBE may rent or lease, at competitive rates, equipment needed on the project from customary leasing sources or from other subcontractors on the project.

Allowable credit for payments made to DBEs for work performed. A contractor may take credit for payments made to a certified DBE that satisfies (CUF) requirements at the following rate.

- A. A DBE Prime Contractor; count 100% of the value of work performed by own forces, equipment and materials count towards DBE goals.
- B. An approved DBE subcontractor; count 100% of the value of work performed by the DBE's own forces, equipment and materials, excluding the following:
 - The cost of materials/supplies purchased from a non-DBE Prime Contractor.
 - The value of work provided by non-DBE lower tier subcontractors, including non-DBE trucking to deliver asphalt to a DBE contractor.
- C. A DBE owner-operator of construction equipment; count 100% of expenditures committed.
- D. A DBE manufacturer; count 100% of expenditures committed. The manufacturer must be a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Prime Contractor.
- E. A regular DBE dealer/supplier; count 60% of expenditures committed.
A regular dealer/supplier is defined as a firm that owns, operates, or maintains a store, warehouse or other establishment, in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. A person may be a dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business, if the person both owns and operates distribution equipment for the products, by the means of a long term agreement, and not by a contract by contract basis.
- F. A DBE Broker; count for DBE credit only the fees or commissions charged for assistance in the procurement, and, fees and transportation charges for the delivery of materials or supplies required at the job site, but not the cost of materials procured. A broker is defined as any person(s) or firm who arranges or expedites transactions for materials or supplies, and does not take physical possession of the materials or supplies at their place of business for resale.
- G. A DBE renter of construction equipment to a contractor; count 20% of expenditures committed, with or without operator.
- H. A bona fide DBE service provider; count 100% of reasonable fees or commissions.
Eligible services include professional, technical, consultant, or managerial, services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of the contract. Eligible services also include agencies providing bonding and insurance specifically required for the performance of the contract.
- I. A trucking, hauling or delivery operation, count 100% of payments when trucks are owned, operated, licensed and insured by the DBE and used on the contract and, if applicable, includes the cost of the materials and supplies. 100% of payments when the DBE leases trucks from another DBE firm including an owner-operator. 100% of reasonable fees, or commissions, the DBE receives as a result of a lease arrangement for trucks from a non-DBE, including an owner-operator.
- J. Any combination of the above.

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Reporting Requirements for Payments Made To DBE's: On all Federal-aid projects, the Prime Contractor is required to report payments made to DBE's during the life of the contract, on a quarterly basis, for the periods covering January 1st–March 31st, April 1st-June 30th, July 1st-September 30th and October 1st-December 31st, The NHDOT will provide the Prime Contractor with a quarterly DBE payments report, detailing all DBE's subcontracted by the Prime Contractor, per project. The Prime Contractor shall report any payments made to DBE's during the requested reporting period. This documentation shall be submitted to the Office of Federal Compliance within the time period stated on the NHDOT quarterly request. Failure of the Prime Contractor to submit this information may result in the Department withholding progress payments.

Removal of Approved DBE From Transportation Related Project: Contractors may not terminate for convenience, any approved DBE subcontractor and perform the work with their own forces, without prior written consent from the NHDOT.

MUNICIPAL PROJECTS ONLY: Timely submission of invoices to Municipalities: Prime Contractors must submit all invoices received for satisfactorily completed work, from any subcontractor/lower-tier subcontractor/material supplier, to Municipalities for payment within 30 days of receipt.

SPECIAL PROVISION

SECTION 107 -- LEGAL RELATIONS AND RESPONSIBILITIES TO PUBLIC

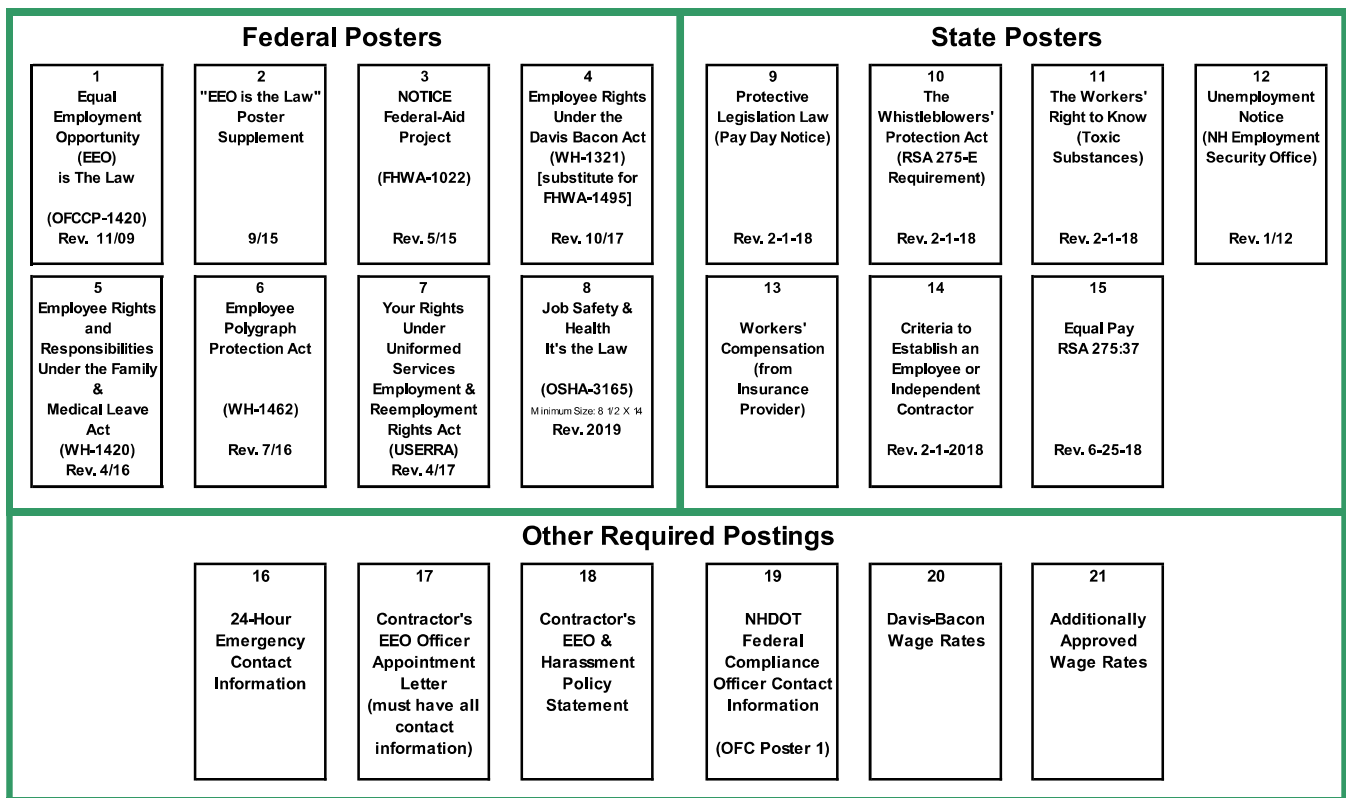
SUBSECTION 107.01 – LAWS TO BE OBSERVED

The intent of this Special Provision is to clarify Bulletin Board requirements.

Add to 107.01’s third paragraph titled *Bulletin Board Requirements* the following:

New Hampshire Department of Transportation Bulletin Board Diagram
(Revision 3-8-2022)

NHDOT PROJECT: (HUDSON LPA) (PROJ. NO. 41754)



SUPPLEMENTAL SPECIFICATION

AMENDMENT TO SUBSECTION 109 – MEASUREMENT AND PAYMENT

The purpose of this Supplemental Specification is to amend the Rental Rate Blue Book for Construction Equipment requirements.

Amend 109.04.4.4 to read:

109.04.4.4 Equipment and Plant.

For any Contractor-owned machinery or special equipment (other than small tools), the use of which is approved by the Engineer, the hourly rate will not exceed that determined from the Rental Rate Blue Book online at “equipmentwatch.com” used in the following manner:

- a. The hourly equipment rental rate R will be determined by formula as follows:

$$R = (A \times B \times C) + D$$

Where A = Monthly rate divided by 176. The listed weekly, hourly, and daily rates will not be used.

B = Regional adjustment factor for New Hampshire.

C = Model year adjustment for the year of equipment manufacture.

D = Estimated operating costs per hour.

This formula is equal to the **FHWA Rate** that is shown in the Rental Rate Blue Book at “equipmentwatch.com”.

- b. The number of hours to be paid for will be the number of hours that the equipment or plant is actually used on a specific Force Account activity and, in addition, shall include the time required to move the equipment to the location of such Force Account activity and return it to the original location or to another location requiring no more time than that required to return it to its original location, except that moving time will not be paid for if the equipment is used during the move on work other than the specific Force Account activity.
- c. The “Rate Effective Date” to be selected online will be the actual date that the work was performed.
- d. Overtime shall be charged at the same rate indicated in subparagraph (a) above.
- e. The estimated operating costs per hour will be used for each hour that the equipment or plant is in operation on the Force Account work. Operating costs are not reimbursable for the time the equipment is idle.
- f. The maximum rental period to be paid for per day shall not exceed eight hours unless the equipment operates for eight or more hours.
- g. If equipment is idled solely due to the responsibility of the Department, then the Contractor may be compensated for such idle equipment at 50% of the rate defined in “A” above (monthly rate divided by 176).
- h. The rates established above shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs, overhauls, and maintenance of any kind, depreciation, storage, field and home office overhead, profits, insurance, and all incidentals.

The Contractor shall provide the Engineer with the following: the manufacturer’s name, equipment type, year of manufacture, model number, type of fuel used, horsepower rating, attachments required, together with their size or capacity, and any further information necessary to ascertain the proper rate. Unless otherwise specified, manufacturer’s ratings and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer. The Contractor is not required to purchase an online subscription, as the equipment rental rates will be provided by the Department.

Equipment used by the Contractor shall be in good working condition and shall be of suitable size and suitable capacity required for the work to be performed. The rate for the basic equipment with the appropriate attachments shall include only the rate for the combined equipment necessary to perform the Extra Work. In case the Contractor elects to use equipment of a higher rental value than that suitable for the work, payment will be made at the rate applicable to the suitable equipment. The equipment actually used and the suitable equipment to be paid for will be recorded as a part of the record for Force Account work. The Engineer will determine the suitability of the equipment. If there is a differential in the rate of pay of the operator of oversize or higher rate equipment, the rate paid for the operator will likewise be that for the suitable equipment.

Payable time periods will not include:

- (1) time elapsed while equipment is inoperative due to breakdowns,
- (2) time spent repairing equipment, or
- (3) time elapsed 24 hours after the Engineer has advised the Contractor that the equipment is no longer needed.

If a piece of equipment is needed that is not listed in the above stated rental rate guide, a rate will be established by the Engineer in writing before the equipment is used. The Contractor may furnish any cost data which might assist the Engineer in the establishment of such rate.

If the Contractor does not own a specific type of equipment or if the Department orders the Contractor to utilize a specific type of equipment and the equipment must be obtained by rental, the Contractor shall inform the Contract Administrator of the need to rent the equipment and of the rental rate for that equipment before using it on the work. Provided that the rate is reasonable, the Contractor will be paid the actual rental cost for the equipment for the time that the equipment is actually used to accomplish the work, plus the cost of moving the equipment onto and away from the job. A 5 percent mark-up will be added to the actual rental cost, provided the total cost does not exceed the *Rental Rate Blue Book for Construction Equipment* rate (in accordance with 109.04.4.4(a)). The Contractor shall provide a copy of the paid receipt or canceled check for the rental expense incurred.

Transportation charges for each piece of equipment, whether owned or rented, moved to and from the site of the work will be paid provided:

- (1) the equipment is obtained from the nearest approved source,
- (2) the return charges do not exceed the delivery charges,
- (3) haul rates do not exceed the established rates of licensed haulers,
- (4) charges are restricted to those units or equipment not already available and not on or near the Project, and
- (5) equipment is not used elsewhere on the project.

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages.

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on longstanding interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Training Special Provisions

This Training Special Provision supersedes subparagraph 7b of the Special Provision entitled “Specific Equal Employment Opportunity Responsibilities”, and is in implementation of 23 U.S.C. 140(a).

As part of the Contractor's Equal Employment Opportunity Affirmative Action Program, training shall be provided as follows:

The Contractor shall provide on-the-job training aimed at developing full journeymen in the type of trade or job classification involved.

The number of trainees to be trained under the special provisions will be ____ (amount to be filled in by State highway department).

In the event that a contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this training special provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing construction, the contractor shall submit to the State highway agency for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeymen status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the State highway agency and the Federal Highway Administration. The State highway agency and the Federal Highway Administration shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the division office. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the Contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the engineer, reimbursement will be made for training persons in excess of the number specified herein. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other does not specifically prohibit the contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not required that all trainees be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The Contractor shall furnish the trainee a copy of the program he will follow in providing the training. The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed.

The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

[40 FR 28053, July 3, 1975. Correctly redesignated at 46 FR 21156, Apr. 9, 1981]

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION POLICY

Failure to complete the Training Special Provision requirement: When a Contractor fails to complete this Training Special Provision requirement and fails to make and document good faith efforts to fulfill the requirements of this provision, the New Hampshire Department of Transportation Office of Federal Compliance (OFC) shall notify the Prequalification Committee in writing. The Prequalification Committee will inform the Contractor of the OFC notification and require the Contractor to submit a Corrective Action Plan to the OFC. Failure to provide an acceptable Corrective Action Plan could lead to partial or full suspension consistent with the prequalification rules.

41 CFR 60-4 Affirmative Action Requirements

41 CFR 60-4.2 Solicitations

Notice of Requirement for Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246)

The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

	Goals for minority participation for each trade	Goals for female participation in each trade
<u>STANDARD METROPOLITAN STATISTICAL AREAS (SMSA)</u>		
SALEM-PLAISTOW	4.0	6.9
MANCHESTER-NASHUA	0.7	6.9
<u>NON-SMSA COUNTIES</u>		
COOS, GRAFTON, SULLIVAN	0.8	6.9
BELKNAP, MERRIMACK, CARROLL, STRAFFORD	3.6	6.9
CHESHIRE	5.9	6.9
ROCKINGHAM	4.0	6.9
HILLSBOROUGH	0.7	6.9

These goals are applicable to all contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

The Contractor shall provide written notification to the Director of the Office of Federal contract compliance programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation addressed as follows:

Director
Federal Contract Compliance Program
US Department of Labor
JFK Building, Room 1612-C
Boston, MA 02203

The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed as noted within in the Contract Special Provisions for Affirmative Action to ensure Equal Employment Opportunity.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)**

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

Source 41 CFR 60-4.3 Equal Opportunity Clauses

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and

Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and

Source 41 CFR 60-4.3 Equal Opportunity Clauses

timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(b) The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR part 60-4 become effective.

[43 FR 49254, Oct. 20, 1978; 43 FR 51401, Nov. 3, 1978, as amended at 45 FR 65978, Oct. 3, 1980; 79 FR 72995, Dec. 9, 2014]

The United States Department of Transportation (USDOT)
Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment,

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unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

NOTICE TO ALL BIDDERS

In accordance with the Section "NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)", the New Hampshire Department of Transportation has the authority and responsibility to notify the Office of Federal Contract Compliance Program of the United States Department of Labor if they become aware of any possible violations of Executive Order 11246 and 41 Code of Federal Regulation Chapter 60.

The Office of Federal Contract Compliance Programs is the sole authority for determining compliance with Executive Order 11246 and 41 Code of Federal Regulation Chapter 60 and the Contractor should contact them regarding related compliance issues.

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

To the U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

TE/CMAQ Program
Construction Proposal

It is proposed:

To execute the Contract and begin work within 10 days from the date specified in the "Notice to Proceed" and to prosecute said work so as to complete the _____ and its appurtenances on or before _____.

To furnish a Contract Bond in the amount of 100 per cent of the Contract award, as security for the construction and completion of the _____ and its appurtenances in accordance with the Plans, Specifications and Contract. The Contractor's attention is called to Section 103.05 of the NHDOT Standard Specifications for road and bridge construction which provides the following guidance: unless specifically waived in the Proposal, upon execution of the Contract, the successful Bidder shall furnish the Agency a surety bond or bonds equal to the sum of the Contract amount. The form of the bond(s) shall be acceptable to the Agency and the bonding Company issuing the bond(s) shall be licensed to transact business in the State of New Hampshire, and....

To certify that the Bidder, in accordance with the requirements of 103.06 and 108.01, intends to sublet, assign, sell, transfer or otherwise dispose of one or more portions of the work and (1) has contacted the appropriate listed disadvantaged businesses and afforded such disadvantaged businesses equal consideration with non-disadvantaged business for all work the Bidder currently proposes to sublet, assign, sell, transfer or otherwise dispose of, (2) may contact additional appropriate disadvantage businesses and will afford such businesses equal consideration with non-disadvantaged businesses for all work the Bidder in the future proposes to sublet, assign, sell, transfer or otherwise dispose of, and (3) will complete enclosed "DISADVANTAGED BUSINESS ENTERPRISE COMMITMENT FORM" and Letters of Intent for each disadvantaged business. The name of the person in the Bidder's organization who has been designated as the liaison officer to administer the disadvantaged business enterprise program is:

(To be completed by the Bidder)

To guarantee all of the work performed under this Contract to be done in accordance with the Specifications and in good and workmanlike manner, and to renew or repair any work which may be rejected, due to defective materials or workmanship, prior to final completion and acceptance of the project.

Enclosed herewith find certified check or bid bond in the amount of _____ dollars (\$ _____), made payable to the Agency as a proposal guarantee which it is understood will be forfeited in the event the Contract is not executed, if awarded by the Agency to the undersigned.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions.

(1). The prospective primary participant certifies to the best of its knowledge and belief, that it and all its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in Paragraph (1) (b) of this certification and (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default. (2). Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Contract Affidavit

I/We declare under penalty of perjury under the laws of the United States and the State of New Hampshire that, in accordance with the provisions of Title 23 USC, Section 112(c), have not either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this Proposal.

Dated: _____

(If a firm or individual)

Signature of Bidder _____

By _____

Address of Bidder _____

Names and Addresses of Members of the Firm:

(If a Corporation)

Signature of Bidder _____

Title _____

By _____

Business Address _____

Incorporated under the laws of the State of _____

Names of Officers:

President _____
Name Address

Secretary _____
Name Address

Treasurer _____
Name Address

07/27/20

SSD: 04/14/16, 05/11/16, 06/02/16, 09/15/16, 01/04/17, 02/01/17, 04/06/17, 06/09/17, 04/02/18, 05/21/18,
07/06/18, 11/07/18

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SPECIAL ATTENTION**THIS PROJECT IS TO BE BID AND CONSTRUCTED UNDER THE
2016 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION****NOTICE OF SUPPLEMENTAL SPECIFICATIONS**

The following table is a list of all of the Supplemental Specifications that have been adopted as additions or revisions to the *Standard Specifications for Road and Bridge Construction*, **March 2016** Edition as of the date of this Proposal. The Bidder is responsible to examine each item to determine its effect, if any, upon the Contract.

Note: Due to the limited scope of some projects, not all Supplemental Specifications will be included in all Proposals. All Supplemental Specifications are available on-line: www.nh.gov/dot/org/projectdevelopment/highwaydesign/specifications/.

Section	Description	Revision	Previous Revision Date	Current Revision Date
<i>DIVISION 100</i>				
101	Definitions and Terms	101.79 – Revises Frequency of QPL Updates (06/06/17) 101.116-119 – Revises Definitions of Weather Days and Working Days (04/02/18)	06/06/17	04/02/18
106.04	Qualified Products List	Revises Frequency of Updates		06/06/17
107.01	Legal Relations and Responsibility to Public	107.01 – Revises References to DES Rules and Regulations		07/06/18
108.09	Prosecution and Progress	108.09 – Amends the Requirements for Liquidated Damages		07/06/18
109.04	Differing Site Conditions, Changes and Extra Work	Revises Rental Rate Blue Book Online Requirements (04/02/18)	01/06/12	04/02/18
<i>DIVISION 200</i>				
211.3.4	Vibration Monitoring	Adds reference to pre- and post-construction survey requirements		04/05/17
<i>DIVISION 300</i>				
<i>DIVISION 400</i>				
401	Plant Mix Pavements - General	2.5.1 - Adds winter binder to the design control points (04/05/17) 2.10 – No greater than 1% TRB (06/06/17) 3.4.1 – Revises Cold Feeder Requirements (07/06/18)	07/06/18	11/07/18

		<p>3.4.7.1 – Revises Recycled Materials Weighing Procedures (07/06/18)</p> <p>3.4.11 - 3.4.15 – Describes Introduction of Recycled Materials at a Batch Plant and Controls Minimum Dry Time for Recycled Aggregates (07/06/18)</p> <p>3.5.2 & 3.5.2.1 – Revises Recycled Materials Requirements (07/06/18)</p> <p>3.10.10.1 – Removes penalty for failing tack (06/06/17)</p> <p>3.12 – Allows a reduction in use of pneumatic-tired rollers (06/06/17)</p> <p>3.17.1.3 - Revise NETTCP QA Technologist requirements (11/07/18)</p> <p>3.17.3.1.1 – Revises HMA gradation specification limits, completes addition of winter binder, removes allowance for Aim change after two sub-lots (06/06/17)</p> <p>4.1.1 – Removes reference to Night Items (06/06/17)</p>		
403.1.3	Pavement Item Numbers	<p>Removes all references to Night Items and removes “percent wear” items. (06/06/17)</p> <p>Total overhaul of Item Numbers and Descriptions to allow for type of lift in item description. (07/27/20)</p>	06/06/17	07/27/20
410	Bituminous Surface Treatment	<p>2.1- Adopts new AASHTO Specifications for Emulsions (04/13/16)</p> <p>3.4.1.1 – Revises pavement conditions, application rate for tack (01/04/17)</p> <p>2.1.1, 2.1.2, 3.2, 3.3, 3.4 – Identifies tack sampling and penalties for non-conformance (06/06/17)</p> <p>3.2 & 3.5.2 – Amends Distribution Equipment and Initiates an Annual Tack Truck Inspection Program (07/06/18)</p>	06/06/17	07/06/18
411.3.5.5	Pneumatic Tired Roller	<p>3.5.5 – Requires the use of pneumatic tired rollers on all Section 411 paving (06/06/17).</p> <p>5.1.1 – Ensures Tack Used for PMST and Leveling Course is a Pay Item (07/06/18)</p>	04/02/18	07/06/18

Removes Pay Items (04/02/18)				
417	Rumble Strip Inlay	2.1 & 3.7 – Specifies PMST as the asphalt inlay to fill in rumble strips		04/02/18
<i>DIVISION 500</i>				
520	Portland Cement Concrete	3.8.1.1 – Revises the acceptable concrete delivery temp to 90° F (04/02/18) 3.1.6.2.1.2 A - Revise NETTCP QA Technologist requirements (11/07/18)	04/02/18	11/07/18
530	Waterproofing Concrete Surfaces	Deletes Section 530		05/21/18
538	Barrier Membrane	3.3.5 – Updates the laydown temperature range.		09/15/16
563	Bridge Fence	2.8 – Allows aluminum ties for attaching bridge fence		09/15/16
568	Structural Timber	2.2, 3.4.4 & 3.4.5 – Adds specific references to AWP Standards & wooden piles		04/02/18
582	Preformed Joint Filler	2.4 – Revises Preformed Joint Filler Requirements		04/02/18
<i>DIVISION 600</i>				
603	Plastic Pipe	2.3, 2.6 & 2.7 – Updated to include Polypropylene Pipe as well as associated UV Requirements (04/13/16) 2.13 – Adds Contractor's Option (06/02/16)	04/13/16	06/02/16
605	Plastic Pipe	2.1 & 2.2 – Updated to include Polypropylene Pipe		04/13/16
606	Guardrail	2.2 – Adds specific references to AWP Standards & wooden piles		04/02/18
608	Detectable Warning Devices	2.6 – Updates Detectable Warning Device Requirements		04/02/18
609	Curbs	2.4.1.1 – Allows the substitution of PG 76-28 binder in lieu of fibers		04/02/18
615	Cofferdam for Sign Installation	5.1.5 – Revises payment for sheeting and shoring for sign structures		04/02/18

645	Erosion Control	<p>1.1 – Matting Section Revised and Pay Items Revised (04/02/18)</p> <p>1.1 – ‘Stabilization’ changed to ‘matting’ (02/01/17)</p> <p>Incorporates BFM, FRM and SMM into the Standard Specs (07/06/18)</p> <p>1.2.1 – Add Erosion Control Plans to furnish for SWPPP (11/07/18)</p> <p>3.1.5 – Update construction dates for allowable area of exposed, unstabilized soil (11/07/18)</p>	07/06/18	11/07/18
<i>DIVISION 700</i>				
702	Bituminous Materials	<p>Amends Table 702-1 & 702-2 (04/13/16)</p> <p>Amends Tables, and Adds test method (05/11/16)</p>	04/13/16	05/11/16

12/20/2022

SSD: 12/3/79, 4/10/80, 11/19/82, 5/9/83, 12/7/90, 12/20/96, 07/14/04, 09/01/05, 08/06/07, 01/07/09, 04/15/09, 11/30/09, 05/12/10, 02/17/11, 07/16/15, 11/02/15, 12/16/15, 01/20/16, 07/15/16, 08/22/17, 01/23/18, 09/13/18, 02/13/19, 04/24/19, 12/23/19, 04/08/20, 12/14/20, 07/16/21, 12/22/21

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February 21, 2023

SPECIAL ATTENTION

FUEL ADJUSTMENT

- (a) The shortage of all products in relation to the national and worldwide energy situation has made future costs of fuel unpredictable. For this reason, a price adjustment clause is being inserted in this contract to provide for either additional compensation to the Contractor or payment to the State, depending upon an increase or decrease in the price of fuel.
- (b) The fuel usage factors, which will be applied to the several items of the Contract shall be those set forth in Table 1.
- (c) Price adjustment will be based upon the quantity of fuel incorporated in the work as determined by the factors in Table 1.
 - When the monthly sales price determined per paragraph (f) is more than 110% of the fixed base price set forth in paragraph (e), a contract adjustment will be made under Item 1010.15 based on: [monthly sales price less 110% of the fixed base price] multiplied by [item quantity eligible for payment during month] multiplied by [fuel factor].
 - When the monthly sales price determined per paragraph (f) is less than 90% of the fixed base price set forth in paragraph (e), a contract adjustment will be made under Item 1010.15 based on: [monthly sales price less 90% of the fixed base price] multiplied by [item quantity eligible for payment during month] multiplied by [fuel factor].
- (d) The Contractor warrants that its bid prices for this Contract include no allowances for any contingency to cover increased costs for which adjustment is provided herein.
- (e) The fixed base price of fuel will be \$ 3.2715 per gallon.
 - This price is used solely to compute price adjustments. The fuel price will be the lower bulk retail price of **ultra low sulfur diesel fuel** for Boston as published by OPIS (Oil Price Information Service) in the Oil Price Daily, formerly known as the Journal of Commerce, and will include current Federal and State taxes.

- (f) The monthly sales price of fuel will be determined by the Department based on the following schedule:

2023					
Month	Publication Date	Month	Publication Date	Month	Publication Date
January	December 26, 2022	May	April 24, 2023	September	August 28, 2023
February	January 23, 2023	June	May 22, 2023	October	September 25, 2023
March	February 20, 2023	July	June 26, 2023	November	October 23, 2023
April	March 27, 2023	August	July 24, 2023	December	November 27, 2023

Monthly sales prices will be set in the same manner as indicated in paragraph (e).

- (g) When an adjustment is called for as provided in paragraph (c), the monthly sales price determined in paragraph (f) will be used for work accomplished in the following month.
- (h) No price adjustment will be allowed beyond the Project completion date unless there is a Department-approved extension of time. Price adjustments will be made on quantities adjusted as a result of the final audit.
- (i) The Department will not be responsible for computing or otherwise indicating price adjustments except to the prime contractor, which must make its own arrangements with its subcontractors.
- (j) When no item for Fuel Adjustment is included in the Contract no adjustments will be made.

Pay item and unit:

1010.15 Fuel Adjustment ¹ \$

¹ Not a bid item.

Table 1 - FUEL FACTORS

Item of Work	Item No.	Units	Fuel	
Excavation:				
Earth	203.1_.,4_	gal/c.y.	0.26	
	203.50_.,51_.,52_			
	203.6_.,7_			
	206.1_			
	207.1_			
	504.1_			
Rock	203.2_	gal/c.y.	0.34	
	206.2_			
	207.2_			
	504.2_			
Other	203.3_	gal/c.y.	0.31	
	206.3_			
	207.3_			
	583._			
	585._			
	586._			
	587._			
Bases:				
Unprocessed	209._	gal/c.y.	0.46	
	304.1_.,2_			
Processed ⁴	304.3_	gal/c.y.	0.82	
	304.4_.,5_.,6_			
	508._			
Bituminous Concrete				
Pavement ²	403._	gal/ton	1.90	
	411._			
All Other Items:		gal/\$1,000 of work	13.0	
Excluded Items: ³				
210._	510.41_	550.2_	565.7_	692._
211._	510.61_	560._	568._	693._
306.31_	510.65_	561._	592._	697._
306.32_	521.2_	563.1_	603.0001	698._
306.33_	528._	563.2_	618._	699._
410._	544._	563.3_	619._	8_._.
419.3	548._	563.7_	624._	10_._.
510.31_	550.1_	565.2_	645.7_	

² Item 403.4, 403.16, & 403.26 shall be calculated using the "All Other Items" category rate.

³ Also excluded are all supplementary agreements, extra work and per specification items.

⁴ Item 304.32 shall be calculated using the "All Other Items" category rate.

February 20, 2023

SPECIAL ATTENTION

**ASPHALT CEMENT ADJUSTMENT AND
ASPHALT CEMENT ADJUSTMENT FOR EMULSION**

Bid items involving asphalt concrete mixtures containing asphalt cement may be subject to a price adjustment. Only the asphalt portion of asphalt-rubber cement will be eligible for price adjustment. The adjustment will take effect when the monthly price for asphalt cement as furnished by the Department differs from the base price contained in the proposal. Affected Sections and formulas are detailed below.

The **base price*** of asphalt cement for this Contract is \$ 665.00 per ton.

The **monthly price*** of asphalt cement used to determine the Asphalt Cement Adjustment will be furnished by the Department and will be posted on the following web site:
www.nh.gov/dot/org/projectdevelopment/construction/documents/MonthlyFuelPricesImperial.pdf

***Source:** The monthly price, applicable for the entire month, is developed from information in the *Asphalt Weekly Monitor*, a publication from Poten and Partners, Inc. The monthly price will be the average of the price range for Southern Maine/New Hampshire PG 64-28 asphalt binder, as published in the *Asphalt Weekly Monitor* on the dates shown in the following table. The base price is the latest available monthly price at the time the contract documents are prepared.

2023					
Month	Publication Date	Month	Publication Date	Month	Publication Date
January	December 26, 2022	May	April 24, 2023	September	August 28, 2023
February	January 23, 2023	June	May 22, 2023	October	September 25, 2023
March	February 20, 2023	July	June 26, 2023	November	October 23, 2023
April	March 27, 2023	August	July 24, 2023	December	November 27, 2023

The contract prices of bituminous materials will be paid under the respective items in the contract. The price adjustment, as provided herein, upwards or downwards, will be made concurrently as the work is accomplished as follows:

Item 403. __ - Pavement (except items 403.4, 403.16, & 403.26) and Item 411. __ - Hot Bituminous Concrete Leveling Course and Plant Mix Surface Treatment

The price adjustment will be based on the percent of virgin asphalt cement stated in the Approved Mix Design containing the maximum percentage of reclaimed asphalt pavement. In the event of breakdown or unforeseen circumstances other than weather, an Approved Virgin Mix Design may be used. The price adjustment will then be based on the total percent of virgin asphalt cement in that approved design.

A contract adjustment will be made under **Item 1010.2** based on; [monthly price minus the base price] X [Approved Mix Design percent of virgin asphalt cement] X [tons of pavement used].

Item 410.72 - Chip Seal Surface Treatment Rubber Polymerized

A contract adjustment will be made under **Item 1010.2** based on; [monthly price minus the base price] X [asphalt factor] X [tons of AC used] where:

Assumptions:

- Asphalt factor equals 82%
- Tons of AC used equals the total number of gallons sprayed divided by 235

Item 419.1__ - Bonded Wearing Course

A contract adjustment will be made under **Item 1010.2** based on; [monthly price minus the base price] X [Total AC in the BWC process percent] X [tons of BWC paved] where:

Assumptions:

- Total AC in the BWC process equals 5%

Item 419.2__ – AR Bonded Wearing Course

A contract adjustment will be made under **Item 1010.2** based on; [monthly price minus the base price] X [Total AC in the AR BWC process percent] X [asphalt factor] X [tons of BWC paved] where:

Assumptions:

- Total AC in the BWC process equals 5%
- Asphalt factor equals 82%

Emulsified Asphalt Cement

[For Items 306.33, 405.__, 410.__ (excluding 410.22, 410.72 & 410.75_), 418.11__ , 418.32, and 419.3]

A contract adjustment will be made under **Item 1010.21** based on; [monthly price minus the base price] X [percent of residual asphalt cement] X [Tons of Emulsion used].

Assumptions:

- Quantities are assumed to be measured at 60° F
- Volume reduction between typical delivery temperature (+/- 140° F) and 60° F is 2%
- Adjustment payment assumes 62% Residual Asphalt for all grades
- 239 Gallons/Ton is the unit conversion at 60° F

Item 1010.2	Asphalt Cement Adjustment ¹	Dollar
Item 1010.21	Asphalt Cement Adjustment for Emulsion ¹	Dollar

When no item for Asphalt Cement Adjustment and/or Asphalt Cement Adjustment for Emulsion is included in the contract no adjustments will be made.

¹ Not a bid item

HUDSON
41754

March 29, 2021

SPECIAL PROVISION**AMENDMENT TO SECTION 203 -- EXCAVATION AND EMBANKMENT****Item 203.11 – Common Excavation - LRS**

This special provision addresses Limited Reuse Soil (LRS), including adding an item for excavating, handling, transporting, and stockpiling of LRS. All the requirements as set forth in the Standard Specifications are applicable except as modified or changed herein.

Add to 1.1:

1.1.1 This work shall consist of excavating, handling, transporting, and stockpiling of Limited Reuse Soil (LRS) in conformance with the Soils Management Plan.

Add to 2.1:

2.1.1 Common Excavation – LRS shall consist of all excavation of LRS as defined in 101.64 “A”.

Amend 3.1.2 as follows:

3.1.2 LRS. Topsoil and humus material shall be removed in excavation areas and also in fill areas to such depths as the Engineer may direct. Such material shall be reserved and shall be stockpiled in accessible piles that can be measured readily and accurately by the Engineer. Unless otherwise permitted, each stockpile shall contain a minimum of 200 cy, and have a height of at least 4 ft. Material defined as LRS must be reused on the Project unless otherwise stated in the Soils Management Plan or authorized in writing by the Engineer.

3.1.2.1 In areas where no measurable topsoil exists, the material from the top of ground to a depth of six inches is considered LRS. This material shall be stockpiled for reuse as described in 3.1.2.

Add to 3.7.1:

3.7.1.1 When placing LRS as embankment, refer to the Soils Management Plan for restrictions.

Amend 3.9 as follows:

3.9 Disposal of Surplus and Waste Material.

3.9.1 Definitions.

- (a) Surplus material. Excess material from excavation beyond the minimum requirements of the project but otherwise suitable for use.
- (b) Waste material. Material unsuitable for use in the work except in noncritical areas.
- (c) LRS. See 101.64“A”.

3.9.2 Blank.

3.9.3 When practicable and wherever directed, surplus and waste material shall be used for flattening slopes or for other grading within the project. If LRS materials are being used, refer to the Soils Management Plan for restrictions.

3.9.4 When specified as embankment-in-place surplus or stockpile surplus, the material shall be placed as shown on the plans or as directed in the Proposal in accordance with the appropriate specification.

3.9.5 In case it is impossible to dispose of all the surplus and waste material in the manner described above, the following shall apply:

- (a) Non-LRS: It shall be the Contractor's responsibility to secure disposal areas for approval for non-LRS surplus and waste materials as part of the excavation items if such areas are not shown on the Plans.
- (b) LRS: The Contractor shall manage the LRS material in accordance with the Soils Management Plan.

3.9.6 If disposal of surplus and waste material is by burying, the cover material shall be graded and shaped as directed by the Engineer. If material is to be placed on private land, the agreements as to how the disposal area is to be left shall be set forth on the Disposal Agreement form provided by the Department in accordance with 106.10. Three signed copies of the Disposal Agreement shall be furnished to the Engineer. Approval of the proposed disposal area will be contingent upon agreement by the Contractor and the property owner to leave the area in such shape that it blends with the surrounding terrain and that erosion is kept to a minimum. Without special permission, slopes shall not be left steeper than 2:1 (horizontal to vertical). No disposal area shall be left in such condition that erosion might result in water pollution by silt or other deleterious substances. Areas shall be left in such shape and condition that material does not wash and block or obstruct drainage ways. If holes caused by settlement appear, they shall be filled as directed. A release from the property owner is required prior to Project Acceptance. LRS material shall only be placed on property under the control of the Department or as specified in the Soils Management Plan.

05/09/17

3.9.7 Unless otherwise ordered, disposal areas shall be covered with material capable of supporting vegetation and either fertilized and seeded with grass seed or planted with seedlings. Seedlings shall be set out in accordance with accepted horticultural practices as directed in the agreement.

3.9.8 Unless permission is given to preserve access roads to disposal areas adjacent to highways, such access roads shall be obliterated.

3.9.9 When the Contract requires the removal of intact existing pavement but does not require recycling, the Contractor is encouraged to save this bituminous material for future reuse. This material is considered to be a valuable resource because of the residual asphalt contained in it. Therefore, no existing bituminous pavement removed shall be incorporated in the embankment. If the Contractor elects to dispose of bituminous material it shall be disposed of in accordance with the Department of Environmental Services Waste Management Division regulations at no expense to the State.

3.9.9.1 Milled or reclaimed pavement shall be disposed of or recycled in accordance with the project's Soils Management Plan.

Amend 3.11.2 as follows:

3.11.2 Sources. Unless otherwise designated in the Contract, the Contractor shall make arrangements for obtaining material for embankment-in-place in accordance with 106.02. Permission to remove material beyond the template lines within the right-of-way and adjacent thereto shall be obtained in writing before any material is removed and will be contingent on many factors and if permission is granted, it will be by the Engineer after review by all interested parties. The Contractor shall provide information in the Project Operations Plan (POP) regarding how LRS will be managed outside the template in accordance with 104.04. Permission may be contingent, among other considerations, upon agreement by the Contractor to leave regular and uniform slopes in the area. Slopes excavated beyond the template lines without authorization shall be refilled when ordered, at no expense to the State. When permission to remove material beyond template lines within the right-of-way is granted, the cubic yard price will be contingent upon material type and agreed upon prior to authorization.

Amend 4.2.1 as follows:

4.2.1 If the actual topsoil (LRS) removal, the actual unsuitable material excavation, or the actual muck excavation beneath embankment areas differs from the estimated quantity shown on the Plans and backfill, an adjustment will be made to the final pay quantity of embankment-in-place equal to the actual increase or decrease from the estimated quantity for the material excavated.

Amend 5.1.4 as follows:

5.1.4 LRS removal will be paid for as Common Excavation-LRS. Payment of Common Excavation-LRS excavation will be full payment for excavating, handling, transporting, and stockpiling LRS at approved locations.

5.1.4.1 When topsoil is overlying muck, excavation will be included in and paid for as muck excavation. Payment of muck excavation will be full payment for excavating, transporting, and stockpiling muck at approved locations.

Add to Pay items and units:

203.11	Common Excavation – LRS	Cubic Yard
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SPECIAL PROVISION

SECTION 608 -- SIDEWALKS

ITEM 608.125 – 2-1/2” Bituminous Sidewalk (F)

Description

1.1 This work shall consist of constructing sidewalks of hot bituminous pavement as specified in Section 608 and as shown on the Contract Plans.

Materials

2.1 The materials shall be as specified in Section 608 and as shown on the Contract Plans.

Construction Requirements

3.1 Bituminous Sidewalks shall be constructed as specified in Section 608 and as shown on the Contract Plans.

Method of Measurement

4.1 Bituminous Sidewalks shall be measured as specified in Section 608 as the square yard final pay quantities in accordance with 109.11 for sidewalks required as shown on the plans. The area occupied by the curb will not be included in the final pay quantity.

Basis of Payment

5.1 Sidewalks are final pay quantity items and will be paid for at the Contract unit price per square yard complete in place in accordance with 109.11.

ADD to Pay Items and Units:

ITEM 608.125	2-1/2” BITUMINOUS SIDEWALK (F)	SQ. YARD
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09/25/18

1 of 5

SSD: 05/17/17

HUDSON
US 3A AT WASON RD/ FLAGSTONE DR

September 6, 2022

SPECIAL PROVISION
AMENDMENT TO SECTION 615 – TRAFFIC SIGNS

Sign Material and Post Requirements

This special provision, in addition to other issues, removes demountable copy, emphasizes that digital printing is not allowed, updates reference documents, updates the concrete class for bases, updates language to pay for the removal of Type B and C signs, and removes the final pay designation for signs. For further information with respect to overhead sign structures, see the additional special provision to Section 615.

Amend 1.2.1 to read:

1.2.1 Traffic Signs Type A and Type AA shall be extruded aluminum plank traffic signs with retroreflective background sheeting and retroreflective copy (words, logos, pictographs, symbols, arrows) and border. The post for Type A signs shall be steel W beam or aluminum tube, with hardware, as shown on the Plans.

Amend 2.5.1.1 to read:

2.5.1.1 Blank.

Add 2.5.3.1 to read:

2.5.3.1 Steel “U-channel” posts with breakaway support systems may be used. See Section 2.8.1.

Amend 2.8.1 (including the addition of 2.8.1.1) to read:

2.8.1 All sign supports and breakaway support systems shall conform to the AASHTO “Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals” and shall conform to the testing and evaluation criteria of NCHRP Report 350. Devices not conforming to the criteria shall be replaced with conforming devices at no expense to the Department.

2.8.1.1 The Contractor shall provide a Certificate of Compliance for each sign support and breakaway support system being supplied, stating it meets the testing and evaluation criteria of NCHRP Report 350 and has been approved by FHWA for use in weak and strong soils. A copy

of the FHWA Eligibility Letter for breakaway sign supports shall be submitted with the sign shop drawings.

Amend 2.8.2 to read:

2.8.2 Concrete for bases shall be Class A and shall conform to Section 520. Reinforcing steel shall conform to Section 544.

Amend 2.9, 2.9.1.1, and 2.9.1.3 to read:

2.9 Copy (Words, Logos, Pictographs, Symbols, Arrows) and Borders

2.9.1.1 The design, size, arrangement, color, and spacing of copy and borders shall be in accordance with the current NHDOT Standard Plans for Road Construction, the adopted MUTCD, and the FHWA “Standard Highway Signs”.

2.9.1.3 Demountable copy and border will not be accepted.

Add 2.9.1.4 and 2.9.1.5 to read:

2.9.1.4 All sign sheeting, copy, and border materials shall be fabricated from components of compatible systems warrantied by the same manufacturer in accordance with the Qualified Products List Product Qualification Criteria/Acceptance Criteria.

2.9.1.5 Digitally printed copy and border will not be accepted.

Amend 2.9.2.1 and 2.9.2.2 to read:

2.9.2.1 The copy and borders shall be constructed using sheeting conforming to 718 - Retroreflective Sheeting. Interstate and Turnpike route shields shall not be silk screened.

2.9.2.2 Blank.

Amend 2.9.3.1 to read:

2.9.3.1 The copy and borders shall be constructed using sheeting conforming to 718 - Retroreflective Sheeting. Interstate and Turnpike route shields shall not be silk screened.

Amend 2.9.4.1 to read:

2.9.4.1 The copy and borders of retroreflective or nonreflective sheeting shall be cut-out, overlay film or silk screened retroreflective or nonreflective sheeting conforming to 718 - Retroreflective Sheeting. Interstate and Turnpike route shields shall not be silk screened.

Amend 2.10.1.1 to read:

2.10.1.1 All background sheeting shall be retroreflective sheeting conforming to Section 718 - Retroreflective Sheeting. Overlay film shall be a product listed on the Qualified Products List.

Add 2.10.1.3 to read:

2.10.1.3 Digitally printed background will not be accepted.

Amend 3.1.3 to read:

3.1.3 Traffic sign details not shown on the plans shall conform to current NHDOT Standard Plans for Road Construction, the adopted MUTCD, and the FHWA “Standard Highway Signs”. Traffic sign supports and framing members shall be in accordance with the AASHTO “Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals”.

Amend 3.2.2 to read:

3.2.2 Preparation of aluminum sheets. Prior to the application of the retroreflective sheeting, the aluminum sheet shall be one piece cut to the required size with the corners at the prescribed radii. All aluminum sheets shall have true and smooth edges, and shall be free of burrs or ragged breaks.

Amend 3.2.4 to read:

3.2.4 Unless otherwise indicated on the sign text layout sheet, the Contractor shall submit shop drawings for all signs for approval showing arrangements, spacing, arrow sizes, corner radii, border widths, indent spacing and colors of copy, and manufacturer. The shop drawings shall also list the types of retroreflective sheeting, overlay, and/or non-reflective materials that are to be used for the background, copy, and borders, in accordance with Section 105.02.

Amend 3.2.5 to read:

3.2.5 Application of Retroreflective Sheeting to Aluminum Plank. The sheeting shall be applied to the face of the extruded aluminum planks by a squeeze roller applicator in accordance with the recommendations of the sheeting manufacturer. The face of the planks shall be completely covered by the retroreflective sheeting. All signs shall contain the date of manufacture and sign size, located in the lower left corner of the front face of the sign (e.g., 3-15 10’x15’). Letters and numbers shall be 2-inch white adhesive pressure copy.

Amend 3.2.6 to read:

3.2.6 Application of Retroreflective Sheeting to Aluminum Sheets. The sheets shall conform to the provisions of 3.2.5, except that the sheeting shall be applied to the aluminum either by the heat vacuum applicator method or by mechanical roller application in accordance with the recommendations of the sheeting manufacturer. All Type B and C aluminum sheet signs larger than 4’ x 4’ shall contain the date of manufacture and sign size, located in the lower left corner of the front face of the sign (e.g., 3-15 4’x6’). Letters and numbers shall be 1-inch white adhesive pressure copy. All aluminum sheet signs 4’ x 4’ and smaller shall contain the date of manufacture and sign size located in the lower right corner on the back of the sign, applied with permanent marker or paint in a legible size (e.g., 3-15, 3’x3’).

Delete entire 3.2.7 section.

Add 3.2.7 to read:

3.2.7 Application of Sign Copy and Border. Sign copy and border shall be applied in accordance with manufacturer's recommendations.

Amend 3.3.3. All sign heights shall be in accordance with the MUTCD or NHDOT Standard Plans for Road Construction.

Delete Entire 3.4 Section. (See additional Special Provision for Section 615, if necessary.)

Add 3.5.9 to read:

3.5.9 Overhead mounted signs shall be attached to the overhead structure with all new mounting hardware unless otherwise noted on the plans.

Amend 4.2 and 4.3 to read:

4.2 Traffic sign Type A, B, C will be measured by the square foot, including all necessary posts, footings, bases, and mounting hardware.

4.3 Traffic sign Type AA, BB or CC will be measured by the square foot, including all necessary mounting hardware.

Amend 4.5 to read:

4.5 Removing traffic signs Type B or C shall be measured by the unit. Removal will include all footings (to a minimum of one foot below finished grade), posts, mounting hardware, and all signs on each post. Removing traffic signs Type BB or CC shall be subsidiary unless otherwise noted.

Amend 5.2 and 5.2.1 to read:

5.2 Traffic signs Type A, B, C, AA, BB or CC will be paid for at the Contract unit price per square foot, complete in place.

5.2.1 The accepted quantities of removing traffic sign Type A, AA, B or C or relocating traffic sign Type A, B, C, AA, BB or CC will be paid for at the Contract unit price per each unit.

Delete all final pay items from the Pay Item and Units section.

Add to Pay Items and Units:

615.0101	Traffic Signs Type A	Square Feet
615.01201	Traffic Signs Type A, Breakaway Mounts	Square Feet
615.0201	Traffic Signs Type B	Square Feet

615.02201	Traffic Signs Type B, Breakaway Mounts	Square Feet
615.0301	Traffic Signs Type C	Square Feet
615.03201	Traffic Signs Type C, Breakaway Mounts	Square Feet
615.0401	Traffic Signs Type AA	Square Feet
615.0501	Traffic Signs Type BB	Square Feet
615.0601	Traffic Signs Type CC	Square Feet

**HUDSON
US 3A AT WASON RD/ FLAGSTONE DR**

September 6, 2022

SPECIAL PROVISION

Item 615.072 – Remove and Relocate Business Sign

Description

- 1.1 This work shall consist of the removal and satisfactory relocation of existing private business signs as shown on the plans and as directed.
- 1.2 This special provision is intended for the Dunkin sign located at STA 77+47 LT.
- 1.3 The removal shall include, but is not limited to, the following.
 - 1.3.1 The removal of all sign above ground components and appurtenances found on the property.
 - 1.3.2 Removal of the sign foundations to at least three feet (3') below grade.
 - 1.3.3 Placement of embankment in resulting excavations (foundation holes) level with the surrounding ground.
 - 1.3.4 For relocated signs the work shall include resetting the sign at a new on-site location designated by the Engineer as determined through discussions with the property owner at or near STA 77+45 LT.

Materials

- 2.1 Not Used

Construction Requirements

- 3.1 The Contractor shall re-use all existing materials to the greatest extent possible for relocating and resetting the commercial sign. Backfill shall be incidental to the sign removal and shall consist of Item 304.3. The Contractor shall construct foundations for commercial sign to be reset matching the size and depth of the foundation of the sign at its original location or shall construct foundations to a size and depth necessary to support the sign as directed by the Engineer. The Contractor shall supply new hardware and accessories as needed for resetting and anchoring of existing commercial sign. The work shall include stubbing out electrical conduit below ground for future connection and

electrification by the property owner or reconnecting to existing underground conduit if it is within 10 feet of the new sign location.

Method of Measurement:

- 4.1.1 Remove and Relocate Business Sign shall be measured by each for each business sign removed and reset, complete and in place.
- 4.1.2 If property owners decide that signs designated for relocation will be salvaged instead of reset on new foundations the signs shall be placed by the Contractor on boards at an onsite location designated by the property owner and will still be measured for payment under Item 615.072.
- 4.1.3 If the property owner for signs intended for relocation decides not to have the signs reset or salvaged on their property, the Engineer will designate the signs as material to be removed. Upon notification by the Engineer that the signs will not be relocated or salvaged, the signs and associated hardware will become the property of the Contractor to dispose of and will still be measured for payment under Item 615.072.

Basis of Payment:

- 5.1 The accepted quantity of Remove and Relocate Business Sign will be paid for at the Contract unit price per each unit removed and relocated, removed and salvaged, or removed and disposed, as directed.

Pay Items and Units:

Pay Items		Unit
Item 615.072	Remove and Relocate Business Sign	Unit

**HUDSON
41754****US 3A AT WASON RD/ FLAGSTONE DR**

February 10, 2023

SPECIAL PROVISION
AMENDMENT TO SECTION 616 - TRAFFIC SIGNALS
Item 616.191 – Alterations to Existing Signals

This special provision provides for signal work at following location:

Signal ID#: N/A (Maintained by Town of Hudson)

Town/City: Hudson, NH

Intersection: US 3A (Lowell Rd) at Wason Road / Flagstone Drive

This intersection is not currently coordinated with any upstream or downstream intersections along Lowell Road. A separate project that extends the nearby coordinated signal system through this intersection is under development based on the redevelopment of the former Green Meadow Golf Course. Signal work between the two projects must be coordinated.

SIGNAL GENERAL NOTES:

All provisions of Section 616, except as modified or changed below, shall apply.

1. The Contractor shall be responsible for signal operation and maintenance once alterations to the existing signals, excavation or other work within 75 feet or 400 feet (if advanced detection is in place) of the stop bar at any leg of the intersection has begun. At this point in time the Contractor shall notify the Contract Administrator and the Hudson Police Department with names and phone numbers of persons to be contacted in case of a malfunction. The Contact person must be available 24 hours a day, seven days a week. The Contractor shall also keep a signal log in the cabinet to track all maintenance work completed on the signal system. This log shall be placed within a plastic cover and shall at least include the description of the trouble call, corrective action taken, date, time, and personnel who completed the work.
2. The Contractor shall dismantle and remove the existing signal heads, mast arms and poles, and foundations. All surplus equipment shall be salvaged and delivered to the Town of Hudson, within normal business hours.

3. The cabinet hardwired equipment shall be protected with a plug-in surge suppressor with LED indications for warnings or failure.
4. For all intersections with pedestrian signal features a relay shall be installed to serve as a non-proprietary pedestrian button isolator in order to isolate the pedestrian button call wires from the cabinet back panel.
5. The pedestrian pushbuttons shall be installed so they are not more than ten inches (10") from the edge of the sidewalk. If the mounting support is farther than 10" from the edge of the sidewalk, an extension bracket shall be installed to move the push button to within eight inches (8") of the edge of the sidewalk.
6. Conductor intersection signal cable shall be a home run from the signal cabinet to each mast arm.

Add to 2.1:

2.1.3 List of Major Materials:

Poles and Signal Heads:

- 1 – Galvanized steel mast arm poles with street light luminaires arm at a 40 ft mounting height with mast arms. The signal arms shall be 40 ft. Mast arm pole shall be manufactured by Valmont Industries, Inc., or Millerbernd, or Union Metal Corp., or approved equal. Mast arms shall include new concrete foundations as designed by the Contractor or his Engineer based on soil borings to be completed by the Contractor prior to construction.
- 1 – Galvanized steel mast arm pole with foundation, the signal arm shall be 55 ft. Mast arm pole shall be manufactured by Valmont Industries, Inc., or Millerbernd, or Union Metal Corp., or approved equal. Mast arms shall include new concrete foundations as designed by the Contractor or his Engineer based on soil borings to be completed by the Contractor prior to construction.
- 6 – 8 ft signal pole and square base on new foundation, Alloy Castings Co., Inc Model ACTB-20-695, Pelco PB-5102-8PNC with PB-5334-Blank-1S-GI-PNC or approved equal.
- 4 – Existing and Proposed mast arm bases shall be sealed with stainless steel wire cloth/mesh secured to mast arm base to keep out small nesting animals. The cloth shall be SS 304, 4x4, .047 or similar wrapped around the anchor bolts between the bottom surface of the mast arm plate and the top surface of the concrete base.
- 6 - One-way, three-section, 12-inch aluminum signal heads with LED modules mounted on mast arms with Pelco Galaxy Series or CAN-BRAC Universal Signal Assembly, 1 -way Cable Mount, with a 5-inch louvered backplate. The LED modules shall be supplied by Dialight or approved equal and the manufacturer

shall provide a 15-year full performance warranty for the LED modules. The backplates shall have a 2-inch fluorescent yellow retroreflective border with Type IX or XI sheeting placed on the outer perimeter.

- 2 - One-way, four-section, 12-inch aluminum signal heads with LED modules mounted on mast arms with Pelco Galaxy Series or CAN-BRAC Universal Signal Assembly, 1 -way Cable Mount, and 5-inch louvered backplate. The LED modules shall be supplied by Dialight or approved equal, and the manufacturer shall provide a 15-year full performance warranty for the LED modules. The backplates shall have a 2-inch fluorescent yellow retroreflective border with Type IX or XI sheeting placed on the outer perimeter.

Vehicle Detection:

- 1 – Reset vehicle detection zones with existing video detection equipment

Pedestrian:

- 7 – Accessible pedestrian systems (Campbell Company Advisory Guide Accessible Pedestrian Station (AGPS), Polara Navigator Accessible Pedestrian Signals, or approved equal). System shall also include attaching R10-3e sign.
- 8 - Side of pole mounted, 16-inch x 18-inch, LED pedestrian signal heads with solid hand symbol and solid walking man symbol with countdown timer display.
- 7 – A relay shall be installed to serve as a non-proprietary pedestrian button isolator in order to isolate the pedestrian button call wires from the cabinet back panel.
- 7 – 9” x 12” Aluminum Blank Face Station, with pedestrian push-button housing.
- 7 – 9” x 15” Adaptor plate assembly.
- 7 - R10-3e (with left, right, or double directional arrow), 9 inch by 15 inch, Count-Down Pedestrian Sign.
- 7 – Extension brackets for pedestrian push button housing.

Emergency Preemption:

- 2 - Optical Fire Preemption receivers GTT Opticom Model 711, Tomar 4090SD, or approved equal.
- 1 - Confirmation strobe light, 120 VAC, with red Lexan optic lens. Whelan Model, IAC 12 RP, Tomar 804-110 MAXI or approved equal.

Other:

03/24/2022

540 – Linear feet of preemption wire

1 LS –12 conductor signal cable

1 LS – Geotechnical soil boring and foundation design for mast arm signal poles.

1 LS – Remove, salvage, and deliver removed signal equipment.

1 LS – Traffic Control, Temporary Traffic Signal Control (if and as required), and Maintenance of Traffic.

Add to 5.1

5.1.1 All work for failures due to pre-existing conditions will be negotiated and paid for as extra work as provided in 109.04. The labor and equipment necessary to complete this application will be subsidiary.

09/25/18

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**HUDSON
US 3A AT WASON RD/ FLAGSTONE DR**

February 3, 2023

SPECIAL PROVISION

AMENDMENT TO SECTION 616 – TRAFFIC SIGNALS

This special provision amends Section 616 and addresses the design and installation criteria for new traffic signal structures and foundations, including installation and pretensioning procedures of anchor rods for double-nut moment connections (i.e. the base plate stands off from the concrete foundation, bears on leveling nuts, and is secured by top nuts).

Amend 1.1 to read:

1.1 This work shall consist of furnishing and installing traffic signals, pedestrian signals, or flashing beacons including poles, mast arms, foundations, excavation, backfill, and all necessary fittings, cables and components as ordered.

Amend 2.4 to read as follows:

2.4 Traffic Signal Poles, Mast Arms and Foundations.

2.4.1 General. Traffic signal structures and foundations shall be designed and installed in accordance with the current edition of the AASHTO “Standard Specifications for Structural Supports for Highway Traffic Signs, Luminaires and Traffic Signals” including all interims, except as modified per NHDOT design criteria stated herein:

2.4.1.1 Design Loads.

2.4.1.1.1 Wind Loads:

- (a) The 3-second wind gust map in AASHTO Specifications shows the basic wind speed to be used in computing design wind pressure.
- (b) Basic wind speed of 100 mph shall be used for the whole state of NH *except* in the Special Wind Region (i.e. regions along the NH-VT border and Franconia Notch) as shown in AASHTO Specifications, Fig. 3.8.3-5. The maximum-recorded wind speed in this area shall be used as the basic wind speed if it is greater than the NH basic wind speed of 100 mph.

2.4.1.1.2 Design Life and Recurrence Interval (Table 3.8.3-2, AASHTO Specifications):

- (a) 50 years for all traffic signal mast arms with/without luminaires (all heights).

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2.4.1.1.3 Fatigue Design:

Fatigue design shall conform to AASHTO Specifications (Table 11.6-1) and the following categories:

1. Cantilevered Fatigue Category II:
 - a. All traffic signal supports (mast arms)
 - i. Natural Wind Gust loading shall be included.
 - ii. Truck Induced Gust loading, Gallop loading and vortex shedding effects may be excluded.

2.4.1.2 Structure Requirements.

- (a) The maximum mast arm span is 60 feet. Any exception to this shall be approved by the Design Chief, Bureau of Bridge Design and the Bureau of Traffic.
- (b) The standard layout plan TS-7 shows configurations of the traffic signal supports with combinations of signals, attachments and luminaire and the corresponding foundation that should be used with that configuration. The foundation configurations shall be based on current Department standard plans for either the Type 1 or Type 2 foundation (TS-1, TS-2, TS-3 and TS-4 Standard Plans) as directed and as modified by the Engineer. Any traffic signal structure with a different configuration or dimensions greater than what is shown on the standard layout plan TS-7 shall not be accepted, unless approved by the Design Chief, Bureau of Bridge Design and the Bureau of Traffic.
- (c) The structures shall be steel, galvanized in accordance with NHDOT Specification 550 Section 2.9.
- (d) Anchor rod size, length, and layout shall be designed by the traffic signal structure Fabricator. A minimum of 6 anchor rods shall be provided.
- (e) The connection of the structure to the foundation shall be a double-nut moment connection. Do not place grout between the top of foundation and the base plate.
- (f) Anchor rods shall be straight and conform to the requirements of ASTM F1554 Grade 55 (minimum). Do not use ASTM A615 reinforcing steel. Galvanize the entire rod per ASTM A153. Each anchor rod shall be supplied with a minimum of three hex nuts (ASTM A563 or ASTM A194) and a minimum of three flat hardened washers (ASTM F436). Lock washers shall not be used. The embedded end of the anchor rod shall have either one nut tack welded or double nuts. Bent (i.e. hooked or J-shaped anchor rods) shall not be used.
- (g) Ultrasonic testing (UT) - The top ten inches of anchor rods shall be ultrasonically tested (UT) by the supplier, prior to shipment and installation, using a straight-beam transducer to verify the absence of flaws. The Contractor shall provide written documentation and traceability of the anchor rods supplied to the site. The Department will reject an anchor rod if reflectors are found with an indication rating less than 15 decibels.
- (h) Twenty five percent of the base plate-to-post weld shall be inspected by magnetic particle testing per AASHTO Specifications. This requirement shall be noted on the shop plans.

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- (i) The Contractor shall furnish the design calculations and complete shop drawings for the traffic signal structure and foundation (when required) for approval in accordance with Section 105.02.
- (j) Screen. Furnish, install, and secure stainless steel wire mesh around the space between the base plate and concrete foundation to prevent debris from collecting beneath the base plate, to keep animals out, and protect the electrical wires if present. The screen shall be secured in a manner that will permit its removal for maintenance activities. Provide a stainless steel standard grade wire cloth (1/4" maximum opening with minimum wire diameter of AWG No. 16) with a 2-inch overlap.
- (k) Mast arm spans greater than 50 ft. shall have a vibration mitigation device. The mitigation device shall consist of a horizontal sign blank 60"x16"x1/8" placed within 5 ft. of the mast arm tip and provide at least 6-inches of clearance from the top of any signal assembly or sign panel.

2.4.1.3 Geometry.

- (a) The top of the foundation should be placed 3-inches \pm higher than adjacent highest finished grade.
- (b) The bottom of the foundation shall be placed a minimum of 5'-0" below the lowest finished grade for frost protection.
- (c) Provide minimum vertical clearance from the bottom of overhead signal housings of not less than 16 feet above the traveled way.
- (d) The distance from the top of the concrete footing to the bottom of the signal mast arm structure base plate shall be the nut height plus 1-inch (preferred) or nut height plus the anchor rod diameter (maximum). (Note the nut height equals the rod diameter.)
- (e) The foundation and structure shall be located without interference with utilities, drainage pipes or structures.

2.4.1.4 Concrete for a circular shaft foundation, Type 2, shall be Concrete Class A for cast in place or Concrete Class AAA for precast, conforming to Section 520. Concrete for foundation Type 1 shall be Concrete Class B, conforming to Section 520. Reinforcing steel shall conform to AASHTO M31/ 31M, Grade 60 (420), and Section 544, unless noted otherwise.

2.4.1.5 Wood poles shall be Class IV, with a minimum fiber bending stress of 8,000 psi, to a length specified conforming to Rural Electrification Administration (REA) Specification DT-5C.

2.4.1.6 Messenger cable and guy cable shall be seven-strand wire with a minimum breaking strength of 8,000 pounds, ~~double~~ galvanized in accordance with NHDOT Specification 550, Section 2.9.

Add to 3.4 the following:

3.4.6 Geotechnical Engineering Services.

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3.4.6.1 The Contractor shall employ the services of a professional geotechnical engineering firm to provide geotechnical design and construction services for the mast arm structure foundations. The geotechnical engineer shall be responsible for identifying and performing all geotechnical investigations, engineering analyses and constructability assessments required to select the appropriate traffic signal foundations. In the event the structural and soil conditions do not allow for an NHDOT standard traffic signal foundation, design and analysis methods, construction control, quality assurance and documentation shall be prepared in accordance with current *AASHTO LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals*; the accepted standards of practice in the industry; NHDOT Standard Specifications, project special provisions, and FHWA design manuals for the selected foundation systems; and other standards as applicable. The results of any subsurface investigations, geotechnical evaluation, and engineering shall be summarized in a geotechnical report. The geotechnical engineering firm shall be subject to review and approval.

3.4.6.2 The Contractor shall conduct geotechnical explorations and testing as needed to design and construct the selected foundation system. The geotechnical explorations and testing shall conform to the current *AASHTO LRFD Bridge Design Specifications*. The number and location of geotechnical explorations shall follow the guidance provided in Table 10.4.2-4 of the AASHTO manual for the foundation type and size. In general, one test boring per foundation location shall be completed. The test boring report shall meet the standards of Section 10.4.2 in AASHTO. The evaluation of the subsurface conditions shall be the full responsibility of the Contractor and shall be sufficiently thorough to ensure that all geotechnical related aspects of the project are covered. The Contractor shall access subsurface exploration or field-testing locations through State or City owned Right-of-way. Subsurface explorations and field testing shall be conducted with proper traffic control devices in place, as needed, according to the Manual of Uniform Traffic Control Devices (MUTCD) and Department standards, and the work shall be conducted in compliance with Dig Safe and environmental regulations.

3.4.6.3 The Contractor shall select a suitable foundation system for each foundation location based on an evaluation of the subsurface conditions and design in accordance with *AASHTO LRFD Specifications for Highway Signs, Luminaires, and Traffic Signals*. Foundation designs shall be selected from the NHDOT Standard Plans TS-1, TS-2, TS-3, or TS-4 unless the soil conditions warrant a different design or unless the mast arm does not conform to Standard TS-7.

3.4.6.4 If a non-standard foundation is required, the Contractor shall provide to the Department geotechnical calculations, computer analysis results (i.e. LPile), laboratory and field test results, and subsurface information in accordance with the standard of practice that demonstrate the design basis of the selected foundation system, and the ability of the foundation not meet the performance criteria for the structure. Brom's design procedure will not be accepted for the final design.

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3.4.6.5 The Contractor shall select the foundation construction method and provide construction control and documentation in accordance with the standard of practice. Where applicable, the *NHDOT Standard Specification for Road and Bridge Construction* shall be used for material, construction and testing requirements of the foundations. For foundation systems such as drilled shafts, micropiles, or any other foundation system not covered by the Standard Specifications, the Contractor or their Geotechnical consultant shall develop specifications for materials, construction and testing that shall be modeled on similar NHDOT special provisions and/or AASHTO specifications for the selected foundation system. The specifications shall be provided to the NHDOT for review and comment before their use. Construction control and performance testing shall also be supported by geotechnical instrumentation if needed. All field personnel responsible for construction control shall have experience with the foundation system that is selected and shall report directly to the Geotechnical Consultants.

3.4.6.6 Prior to initiating any foundation construction, the Contractor shall provide the Department with an Installation Plan for review and comment that provides a complete description of the methods for foundation construction and quality assurance, equipment, and all Subcontractors that will be involved in the foundation construction.

3.4.6.7 The Contractor shall provide the Department with daily reports for each day of foundation construction including the results of all foundation testing for that day, a description of any changes in the Installation Plan that were required, and all quality assurance testing for that day. At the completion of the foundation construction, provide a summary of the foundation construction and testing, which certifies that the foundation meets the project design requirements and criteria.

3.4.6.8 All geotechnical services, as required, shall be completed prior to the construction of any foundations.

Amend 3.14 Installation of signals and equipment to read as follows:

3.14 Installation of Signals, Equipment, Signal Structures and Foundations.

Add to 3.14 Installation of Signals, Equipment, Signal Structures and Foundations the following:

3.14.4 The applicable provisions of 550.3 apply to the signal structures and installation of signal structure connections made with high strength bolts (e.g. ASTM A325). The installation procedures for anchor rods are different than for high strength bolts and shall conform to the following:

1. AASHTO “Standard Specifications for Structural Supports for Highway Traffic Signs, Luminaires and Traffic Signals”;
2. FHWA “Guidelines for the Installation, Inspection, Maintenance and Repair of Structural Supports for Highway Signs, Luminaires, and Traffic Signals” (Publication No. FHWA NHI 05-036 March 2005). (See Sections 6.8 and 6.9).

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3. See Appendix A for anchor rod installation and pretensioning requirements.

Add to 4.1 the following:

- 4.1.1 Stainless steel wire mesh will not be measured.
- 4.1.2 Ultrasonic testing of anchor rods will not be measured.

Add to 5.1

5.1.1 All work for failures due to pre-existing conditions will be negotiated and paid for as extra work as provided in 109.04. The labor and equipment necessary to complete this application will be subsidiary.

Add to Basis of Payment the following:

5.4 The following shall be subsidiary to Item 616.191:

- 5.4.1 Stainless steel wire mesh will be subsidiary
- 5.4.2 Ultrasonic testing of anchor rods will be subsidiary.
- 5.4.3 Excavation for foundation will be subsidiary.
- 5.4.4 Concrete for foundation will be subsidiary.
- 5.4.5 Reinforcing steel for foundation will be subsidiary.
- 5.4.6 Backfill for foundation will be subsidiary.
- 5.4.7 Conduit up to 3 feet in length will be subsidiary.

Appendix A -

Procedure for Signal Mast Arm Anchor Rod Installation

Procedure for Installing Anchor Rods in the Foundation for Double-Nut Connections.

The procedure for installing anchor rods in the foundation for double-nut connections is as follows:

1. Any alterations to the following procedures for the installation, pretensioning, and inspection of anchor rods by the Contractor shall be submitted to the Department for approval.
2. [blank]
3. Anchor rods shall be installed as a group in the concrete form and secured against relative movement and misalignment, such as with a template set composed of metal rings with nuts on both sides at two locations along the length of the anchor rods. One of the rings is usually above the top of the concrete and is reused as a template.
4. The template set (or other device) with anchor rods shall be secured in its correct position in the concrete form in accordance with the drawings. The exposed threads shall be taped with duct tape to prevent contamination by concrete.
5. The concrete shall be placed and cured.
6. If a top template is above the concrete surface, it may be removed 24 hours after placing the concrete.
7. The exposed part of the anchor rods shall be cleaned with a wire brush or equivalent and lubricated. Use an approved paraffin-based stick wax, as listed on the NHDOT Qualified Products List for Item 550 fasteners, applied to the threads and the nut face in contact with the washer.
8. At least 24 hours after placing the concrete, the anchor rods shall be inspected visually to verify that there is no visible damage to the threads and that their position, elevation, and projected length from the concrete are within the tolerances specified on the drawings. In the absence of required tolerances, the position, elevation, and projected length from the concrete shall be according to the *AISC Code of Standard Practice for Steel Buildings and Bridges*. The misalignment from vertical shall be no more than 1:40. It is good practice to use a steel or wood template with the required hole pattern to check the base of the post and the anchor rods.

To check the thread condition the nuts shall be turned onto the rods full length well past the elevation of the bottom of the leveling nut and backed off by one worker using an ordinary wrench without a cheater bar. The threads are considered damaged if more than minimal effort (i.e. an unusually large effort) is required to turn the nut.
9. Once the concrete has reached sufficient strength (7 days minimum), anchor rods are ready to be subjected to erection loads.

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Procedure for Pretensioning Anchor Rods for in Double-Nut Joint Moment Connections.

The procedure for pretensioning anchor rods in double-nut joint moment connections in the installed concrete foundation is as follows:

1. The proper position of the anchor rods and the proper hole pattern on the post shall be verified (preferably with a template).
2. It shall be verified that the nuts can be turned onto the rods well past the elevation of the bottom of the leveling nut and backed off by one worker using an ordinary wrench without a cheater bar.
3. If the threads of anchor rods were lubricated more than 24 hours before placing the leveling nuts or have been wet since they were lubricated, the exposed threads of the anchor rod shall be relubricated. Leveling nuts shall be cleaned and the threads and bearing surfaces lubricated.
4. Leveling nuts shall be placed on the anchor rods and set level.
5. Leveling nut washers shall be placed on the anchor rods.
6. The template shall be placed on top of the leveling nuts to check the level of the nuts. Verify that the maximum clear distance between the bottom of the bottom leveling nut and the top of the concrete is not more than one anchor rod diameter. The preferred clear distance is one inch. Start by placing the leveling nuts one half inch clear distance above the concrete foundation. Bring all the nuts to the same level as the highest nut above the foundation. Do not exceed the maximum clear distance of one anchor rod diameter between the concrete foundation and the bottom of the leveling nuts. Remove the template once all the nuts are level.
7. The baseplate and structural element (e.g. post, end frame, or structure leg) shall be placed with a crane.
8. The post, end frame, or structure leg shall be plumbed or the base plate leveled, and the anchor rods pretensioned. The following is the installation sequence for double-nut joints using the "turn-of-the-nut" method of pretensioning.
9. Top nut washers shall be placed. (Note: Do not use lock washers when anchor rods are pretensioned for double-nut connections using the pretension procedures described herein.)
10. Lubrication of the fastener components is required for proper installation. Anchor rod threads, nut threads, and the bearing surface of top nuts shall be lubricated, and the top nuts placed and tightened to the snug-tight condition. See section 3.14.7, FHWA Guideline Reference. (Note: A snug-tight condition is the tightness attained by the full effort of a person using a wrench with a handle length equal to 14 times the diameter of the bolt but not less than 18 inches. Apply the full effort as close to the free end of the wrench as possible. Pull firmly by leaning back and using the entire body weight on the end of the wrench until the nut stops rotating.)
11. Leveling (bottom) nuts shall be tightened to the snug-tight condition (see Table 3) following a star pattern for two full tightening cycles. (Note: Use a minimum of two separate passes of tightening. Sequence the tightening in each pass so that the

opposite side nut will be subsequently tightened (i.e. following a star pattern shown in Figure 8) until all the nuts in that pass have been snugged.)

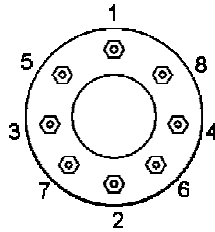


Figure 8. Star Pattern Tightening Sequence.

12. At this point, the installation crew shall verify if beveled washers are necessary. Beveled washers may be necessary under the leveling or top nut if any face of the base plate has a slope greater than 1:20 and/or any nut could not be brought into firm contact with the base plate. If any beveled washer is required, the installation crew shall disassemble the joint as necessary, add the beveled washer(s) and retighten (in a star pattern) to the snug-tight condition for the top and leveling nuts.
13. Pretensioning by "Turn-of-the-Nut": Pretension the anchor rods to the minimum Installation Pretension listed in Table 3 in the following manner. Before turning the top nuts further, the reference position of the top nut in the snug-tight condition shall be marked relative to the rod and base plate with a suitable marking using a permanent paint marker. Mark the rod, nut, and base plate with marks in a straight line when viewed from above. Top nuts shall be turned in increments following a star pattern for at least two full tightening cycles to attain the nut rotation specified in Table 1 if UNC threads are used. After pretensioning, the nut rotation shall be verified.

Table 1 - Nut Rotation for Turn-Of-Nut Pretensioning		
Anchor Rod Diameter, in.	Nut Rotation from Snug-Tight Condition a, b, c	
	F1554 Grade 36	F1554 Grades 55 and 105 A615 and A706 Grade 60
1 1/2 or less	1/6 Turn (60°)	1/3 Turn (120°)
>1 1/2	1/12 Turn (30°)	1/6 Turn (60°)

- a. Nut rotation is relative to the anchor rod. The tolerance is plus 20 degrees.
- b. Applicable only to double-nut joints.
- c. Beveled washer shall be used if:
 - i) the nut is not in firm contact with the base plate; or
 - ii) the outer face of the base plate is sloped more than 1:40.
14. The load may be released from the crane.
15. Initial check- A torque wrench shall be used to verify that a torque at least equal to the computed verification torque, T_v , is required to additionally tighten the leveling nuts and the top nuts. See 3.14.7 and Table 3. An inability to achieve this torque (meaning that the nut moves before the torque is achieved) shall be interpreted to indicate that the threads have stripped and shall be reported to the Department. (Note: The installation procedure relies on the "Turn-of-the-Nut" method to achieve the

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Installation Pretension. Although torque is considered to be a poor way to ensure pretension (due to variable thread condition) it is the only way to check tension after tightening.)

16. The Department may reject, and subsequently require replacement of, the entire base installation if the threads have stripped. All costs associated with replacing the base installation, if rejected, or performing other repairs shall be borne by the Contractor.
17. Relaxation check- After at least 48 hours have elapsed, and in the presence of the Department, the torque wrench shall be used to verify that a torque at least equal to 110 percent of the verification torque, T_v , is required to additionally tighten the leveling nuts and the top nuts on the anchor rods. See 3.14.7 and Table 3. An inability to achieve this torque (meaning that the nut moves before the torque is achieved) shall be interpreted to indicate that the threads have stripped and shall be reported to the Department.
18. During maintenance activities the Department intends to verify that the top nuts are not loose. Under no circumstance shall any nut be tack welded to the washer or the base plate nor shall the leveling nut be tack welded as a method of preventing nut loosening.

FHWA Guideline Reference:

1. In the FHWA Guideline document, the snug-tight condition for anchor rods is defined as nuts tightened to a torque between 20 and 30 percent of the verification torque computed using the following equation:

$$T_v = 0.12d_b F_1 \quad \text{where}$$

T_v = verification torque (inch-kips)

d_b = nominal body diameter of the anchor rod (inches)

F_1 = minimum installation pretension (kips) equal to 50 percent of the specified minimum tensile strength of F1554 Grade 36 rods, and 60 percent for all other threaded fasteners.

(Note: the torque in "in-kips" can be multiplied by 83.3 to get ft-lb).

2. A very large torque may be required to properly tighten anchor rods greater than 1 inch in diameter. A "cheater bar" such as a pipe or extension handle as much as 10 feet long may be required for the torque wrench. For snugging the leveling nuts, an open-end wrench with a ten-foot long pipe or extension handle will typically suffice. Tightening the top nuts for anchor rods greater than 1 inch in diameter may require either of the following:
 - A hydraulic torque wrench, or
 - A box end "slug" or "knocker" wrench with a 10-ft, long pipe or extension handle.

The box end wrench may be moved by impacts with a 16-pound sledgehammer or by the efforts of three or more workers. It is essential that the workers have good traction during this effort.

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Table 2 - Tensile Properties for Anchor Rods				
Tensile Property	ASTM F1554 Rod Grade 36	ASTM F1554 Rod Grade 55	ASTM F1554 Rod Grade 105	ASTM A706 Bars Grade 60 *
Min. Yield Strength F _y , (ksi)	36	55	105	60
Min. Tensile Strength F _u , (ksi)	58	75	125	80

* Reinforcing bars shall not be used for non-redundant, fatigue-susceptible support structures such as cantilevered overhead sign structures and high mast luminaires.

1. Note: According to AASHTO, anchor rods in single-nut connections may be either pretensioned or snug tightened, although pretensioned rods have shown better performance. Anchor rods in single-nut connections shall be tightened to at least one half of the double-nut pretension condition.

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Table 3 - Minimum Anchor Rod Pretension for Double-Nut Moment Joints							
ASTM F1554 Grades 36, 55, and 105 rod material:							
Nom. Bolt diam D, (in)	Gross Area (sq in)	UNC Stress Area (sq in)		Installation Pretension, Fi (kips)	Snug Tight Torque check 20-30% Tv (ft-lb)	Verification Torque check Tv (ft-lb)	Relaxation Check 110% Tv (ft-lb)
Yield 36		Min. Tensile, Fu, 58 ksi	0.50 Fu (ksi)				
1.00	0.79	0.61	29	18	35-53	177	195
1.25	1.23	0.97	29	28	70-105	351	387
1.50	1.77	1.41	29	41	123-184	613	674
1.75	2.41	1.90	29	55	193-289	964	1,060
2.00	3.14	2.50	29	73	250-435	1,449	1,594
2.25	3.98	3.25	29	94	424-636	2,120	2,332
Yield 55		Min. Tensile, Fu, 75 ksi	0.60 Fu (ksi)				
1.00 *	0.79	0.61	45	27	55-82	274	302
1.25	1.23	0.97	45	44	109-164	545	600
1.50	1.77	1.41	45	63	190-285	951	1,047
1.75	2.41	1.90	45	86	299-449	1,496	1,645
2.00	3.14	2.50	45	113	450-675	2,249	2,474
2.25	3.98	3.25	45	146	658-987	3,289	3,618
Yield 105		Min. Tensile, Fu, 125 ksi	0.60 Fu (ksi)				
1.00	0.79	0.61	75	45	91-137	457	503
1.25	1.23	0.97	75	73	182-273	909	1000
1.50	1.77	1.41	75	105	317-476	1586	1744
1.75	2.41	1.90	75	143	499-748	2493	2742
2.00	3.14	2.50	75	188	750-1125	3749	4123
2.25	3.98	3.25	75	244	1096-1645	5482	6030
ASTM A615 and A706 bar material **: 							
Yield 60		Min. Tensile, Fu, 80 ksi	0.60 Fu (ksi)				
1.00	0.79	0.61	48	29	59-88	293	322
1.25	1.23	0.97	48	47	116-175	582	640
1.50	1.77	1.41	48	68	203-304	1,015	1,116
1.75	2.41	1.90	48	91	319-479	1,595	1,755
2.00	3.14	2.50	48	120	480-720	2,399	2,639
2.25	3.98	3.25	48	156	702-1053	3,509	3,859

** Reinforcing bars shall not be used for non-redundant, fatigue-susceptible support structures, such as cantilevered overhead sign structures and high mast luminaires.

*Example: $F_i = (0.60) (F_u) (\text{Stress Area})$ $F_i = (.6)(75 \text{ ksi})(0.61 \text{ sq in}) = 27 \text{ kips}$
 $T_v = (F_i) (D) (0.12) (83.3)$ $T_v = (27 \text{ k})(1.0 \text{ in})(0.12)(83.3) = 274 \text{ k-ft}$

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$$\begin{aligned} \text{Snug} &= (Tv) (30\%) \\ \text{Check} &= (Tv) (110\%) \end{aligned}$$

$$\begin{aligned} \text{Snug} &= (274 \text{ k-ft})(.3) &= 82 \text{ k-ft} \\ \text{Check} &= (274 \text{ k-ft})(1.1) &= 302 \text{ k-ft} \end{aligned}$$

March 2, 2023

SPECIAL PROVISION

SECTION 645 – EROSION CONTROL

Item 645.512 – Compost Sock For Perimeter Berm

Description

- 1.1 The work consists of installing sediment compost sock for perimeter berm at the limits of disturbance shown on the soil management plans and as directed by the Engineer.
- 1.2 The applicable sections of the NHDOT standard specifications and the NHDES best management practices shall apply to the work.

Materials

- 2.1 Sediment Filter Logs: Curlex® Sediment Log®, or Filtrexx® SiltSoxx™ compost sock, or approved equal as specified and approved by the Engineer.

Construction Requirements

- 3.1 Construction requirements shall conform to the applicable construction requirements of the NHDOT Standard Specifications for the type of work required. The compost sock for perimeter berm shall be as shown on the plans. The compost sock for perimeter berm shall be installed as indicated on the plans and as recommended by the manufacturer or as directed by the Engineer in the Field.
- 3.2 The Contractor shall monitor, maintain and replace the compost sock for perimeter berm as required and recommended by the manufacturer or when directed by the Engineer. The maintenance requirements are intended to meet requirements of the NHDES best management practices.

Method of Measurement

- 4.1 Compost sock for perimeter berms under this project shall be measured by the linear foot for each compost socks installed.

Basis of Payment

- 5.1 Payment will be made for compost sock for perimeter berm required under this contract on a per linear foot basis. The Price for the compost sock for perimeter berm includes all labor, materials and equipment necessary for or incidental to the completion of the work to the satisfaction of the Engineer. Any materials damaged by the Contractor shall be replaced at no expense to the Owner. No additional payment shall be granted for alternate materials, manufacturer, or type of logs used.

March 2, 2023

Pay item and unit:

645.512

Compost Sock for Perimeter Berm

LF

March 2, 2023

SPECIAL PROVISION

SECTION 697 -- PROJECT MANAGEMENT PLAN

Item 697.31 - Project Operations Plan

Description

1.1 This work shall consist of developing a site-specific Project Operations Plan (POP) and furnishing equipment and supplies needed to implement the plan since Limited Reuse Soils (LRS) will be encountered on the project.

Construction Requirements

3.1 General. The Contractor shall develop and submit, through the Engineer, to the NHDOT Bureau of Environment, for review and approval, a Project Operations Plan (POP) based on the SA-POP and the Soil Management Plan (SMP) in conformance with the project requirements 15 business days prior to the start of any work involving any known (or assumed) contaminate on the project. The Bureau of Environment will review the proposed POP for compliance with state regulatory requirements and provide comments to the Engineer. The comments on the proposed POP must be addressed by the Contractor in a revised POP. When all comments have been addressed, the Bureau of Environment will approve the POP. **No excavation in known or suspected limited reuse soil areas may take place until the POP has been approved.** The Contractor is not relieved of any responsibilities under 29 CFR 1926.65(e).

3.2 Limited Reuse Soils (LRS). The plan shall identify:

- Proposed means to keep excavation within LRS areas to a minimum
- Proposed locations and means to handle LRS qualifying as de minimis.
- Proposed means to segregate LRS from other soil encountered during excavation.
- The means to prevent leachate, contaminated runoff and windblown impacts from LRS stockpiles.
- The means to secure the stockpiles to limit public access.
- Steps to inspect and maintain stockpiled LRS until characterized and properly disposed.

3.2.1 Excavation, handling, on-site transportation and on-site storage of excavated LRS shall be performed in accordance with the POW, SMP and approved POP, as directed.

3.2.2 The Contractor shall notify the Engineer at least 2 weeks prior to performing LRS excavation.

3.2.3 Excavation, handling, on-site transportation and on-site stockpiling of excavated materials shall be performed in accordance with the approved POP, as directed.

3.3 Health and safety precautions shall conform to industry standards, including, but not limited to, Department of Labor and OSHA rules and regulations.

3.4 The Contractor shall maintain all furnished equipment and supplies in good working condition and shall provide replacements due to breakdown, damage, usage, or theft within two (2) working days of notice.

3.4.1 Upon completion of project all equipment and supplies shall remain the property of the Contractor.

3.5 Personnel training shall be in accordance with 29 CFR 1926.65(e) for all personnel conducting, supervising, or managing field work. Cost for training shall be the responsibility of the Contractor.

Method of Measurement

4.1 The Project Operations Plan will be measured as unit. A unit shall include any equipment/supplies that are a requirement of the prepared Project Operations Plan, unless specifically stated under other items.

Basis of Payment

5.1 The Project Operations Plan will be paid for at the Item Bid Price per unit.

5.1.1 No separate payment will be made for replacement equipment/supplies or replacement equipment/supplies required under 3.4 unless specifically stated under other items.

5.1.2 Segregating, handling, on-site transportation and on-site stockpiling of excavated materials will be paid under the appropriate 203 Item(s).

Pay item and unit:

697.31	Project Operations Plan	Unit
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LOCAL PUBLIC AGENCY - SOIL MANAGEMENT PLAN FOR LIMITED REUSE SOILS/ UNANTICIPATED POTENTIALLY CONTAMINATED SOILS

Applicability and Objectives

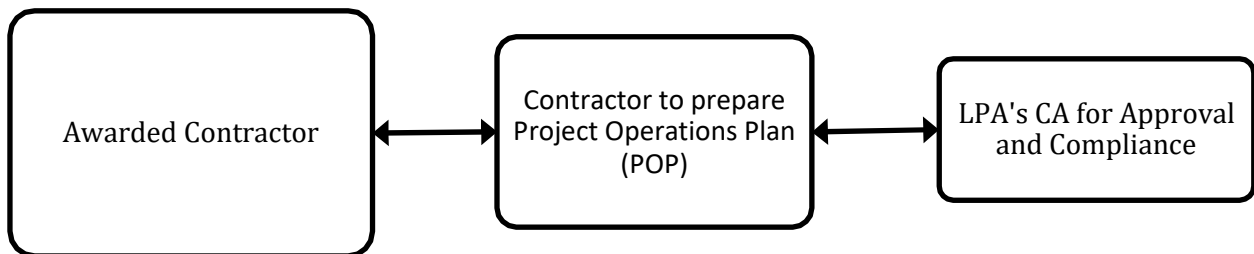
This Soil Management Plan (SMP) describes Best Management Practices (BMPs) that the Local Public Agency (LPA) Project Contractor (Contractor) and Local Public Agency Construction Contract Administrator (CA) shall implement to manage Limited Reuse Soils (LRS), and/or unanticipated, potentially contaminated soils, that may be encountered on LPA Construction Projects occurring within the State Right-of-Way during construction-related activities (also referred to as *Projects*), associated with the Lowell Road to Sagamore Bridge Transportation Improvement Project #41754.

Notification Requirements

All Projects require the following notification procedures to the CA:

- At least three (3) weeks notification prior to the Contractor beginning excavation in the area of known LRS identified herein; and
- Immediate notification if the Contractor and CA encounter(s) other potentially contaminated soil and/or groundwater within Project Limits.

Process Flow Chart



Contacts	Name		Contact
LPA's CA	Contact will be determined after project award.		
LPA's Environmental Consultant	Contact will be determined after project award.		
NHDOT LPA Project Manager	Thomas Jameson, P.E.	thomas.e.jameson@dot.nh.gov	
NHDOT Contamination Program	David Kammer	David.Kammer@dot.nh.gov	

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APPENDICES

Appendix A Summary of Available Analytical Data and NHDOT-specific Acceptable Reuse Concentrations

1.0 INTRODUCTION

1.1 Project Description and Project-specific Considerations

The project area is in at an important junction between Lowell Road (Route 3A) and the approach to the Sagamore Bridges which lead into Nashua and ultimately the F.E. Everett Turnpike (Route 3). The project is primarily intended to address concerns on the southbound side of Lowell Road from the southern drive that services the Haffner's gas station to the ramps to the Sagamore Bridges. The work includes widening the southbound side of Lowell Road (NH 3A) and a portion of the westbound ramp, reconstructing sidewalks, upgrading, and reconstructing traffic signals, constructing new drainage systems, relocating utilities and lighting, and pavement resurfacing and site grading. The work includes excavating, handling, and redistributing Limited Reuse Soils (LRS) present within the NHDOT right-of-way. The Contract Plans depict proposed LRS excavation, stockpiling and reuse areas. All the LRS anticipated to be generated will be reused on the project.

1.2 Objective

This Generic Soil Management Plan (SMP) describes BMPs that the Contractor and CA shall implement to manage LRS that may be encountered during execution of the proposed work, as indicated in project-specific documents. Application of the BMPs is anticipated to reduce the potential for exposure of workers and the public to potential contaminant identified/assumed to be in the LRS and maintain conditions that are protective of human health and the environment.

This SMP will be included in project-specific documents to support the Prosecution of Work (POW), and/or other related administrative requirements and technical specifications, for Contractor/CA to address known, suspected, and/or unanticipated LRS. The Contractor shall prepare and implement a Project Operations Plan (POP) that describes the Contractor's means and methods to adhere to the provisions of this SMP.

1.3 Applicability and Definitions

This SMP applies to management of LRS that are not otherwise addressed in a NHDES-approved Remedial Action Plan (RAP), or other NHDES-approved project-specific documents based on requirements to comply with the provisions of NHDES regulations (i.e., Env-Or 600 and Env-Sw 903), and with pertinent waivers issued by NHDES. The use of this SMP in lieu of a project-specific document or RAP will be determined by NHDOT based on performance of project-specific environmental due diligence activities, including a review of NHDES-listed sites¹ within a 1,000-foot radius of the Project Limits².

For the purposes of this SMP:

- **LRS** are defined as: soils adjacent to roadways, on property under the control of NHDOT, that require removal or relocation, that are likely (based on "generator knowledge"³) and/or demonstrated (through field screening or laboratory analyses) to contain contaminants between naturally occurring background concentrations and NHDOT-specific Acceptable Reuse Concentrations (ARCs) provided in the attached table. LRS is associated with impacts related to surficial soil within the roadway network due to the

¹ This includes all sites on the NHDES OneStop database, including both active and closed remediation sites.

² Project-specific areas under the control of NHDOT subject to transportation-related construction, and/or

construction-related activities that may include easements, rights-of-way, roadways, bridges, drainage features, sidewalks, and other property under the control of NHDOT.

- ³ Generator-knowledge includes the experience and awareness of NHDOT, the landowner (if not currently owned by NHDOT), and/or the NHDOT's consultant regarding current conditions, historic development, previous LRS reuse, and/or natural background conditions.

presence and breakdown of asphalt pavement, the normal operation of motor vehicles, and other "non-point sources" of pollution in these areas.

- LRS may be present in street wastes (e.g., soils generated through various activities, such as street sweeping, ditch maintenance, catch basin cleanout, and cleaning of stormwater management infrastructure).
 - LRS may be encountered in all topsoil adjacent to roadway surfaces on property under the control of NHDOT. In instances where topsoil is not present, LRS can be expected to be encountered in soil from the top of ground to a depth of six (6) inches. *NHDOT's understanding of the specified lateral and vertical limits adjacent to roadways may be updated periodically, and shared with NHDES, based on published research and/or state-specific analytical data.*
 - Soils excavated from beyond and/or below the specified LRS limits, that **DO NOT** exhibit visual or olfactory evidence of potential contamination, shall be presumed to be non-impacted and shall not require handling as impacted material.
 - Soils beyond specified LRS limits that **DO** exhibit visual evidence of LRS impacts (e.g., soils that contain more than *de minimis* amounts of asphalt fragments, and/or are discolored due to asphalt content) shall be determined to meet the definition of LRS, and shall be treated as LRS, whether previously identified or not.
 - LRS also includes any ground or pulverized asphaltic materials.
- **Project Limits** are defined as: LPA project-specific activities physically occurring in areas under the control of NHDOT, subject to transportation-related construction, and /or construction-related activities that may include easements, rights-of-way, roadways, bridges, drainage features, sidewalks, and other property under the control of NHDOT.

2.0 AREA OF CONCERN

As indicated above, LRS may be encountered within the limits of the existing right-of-way. The assumed area of impact identified in Section 1.3 above are hereafter referred to as the LRS limits. Soils excavated from beyond and/or below the specified LRS limits that do not exhibit visual or olfactory evidence⁴ of potential contamination shall not require handling as impacted material.

CA staff shall review the project design documents in conjunction with readily available NHDES files to determine if the project is anticipated to disturb soil at and/or downgradient from NHDES-listed sites. Contractor and CA shall be aware that contaminated soil may also be present in unknown locations at and in proximity to the Project Limits due to current

⁴ Throughout excavation activities, excavated soils shall be examined for visual and/or olfactory evidence of contamination. Visual evidence shall generally include the presence of visual staining or discoloration, and the presence of ground or pulverized asphalt in more than *de minimis* quantities. Olfactory evidence shall include odd or unusual odors (e.g., petroleum-like, solvent-like).

and/or historic site development, use, practices and/or naturally-occurring geologic conditions.

If the Contractor and CA encounter(s) unanticipated potentially contaminated soil during construction, Contractor and CA shall STOP WORK and contact the NHDOT's Bureau of Environment (603-271-3226) immediately. NHDOT will assist Contractor and CA with requirements for handling these soils.

3.0 CONSTITUENTS OF CONCERN / ACCEPTABLE REUSE CONCENTRATIONS

For this project, it is anticipated that soil in the designated area of the project (soils adjacent to roadways, on property under the control of NHDOT, that require removal or relocation to complete construction/construction-related activities) is impacted by roadside soils/fill, also known as LRS.

Statewide analytical data collected by NHDOT, as well as nationwide information indicates that roadside soils commonly contain metals (primarily arsenic), polycyclic aromatic hydrocarbons (PAHs) and total petroleum hydrocarbons (TPH) at concentrations above naturally occurring background conditions, and in some cases at concentrations exceeding the applicable SRS.⁵

Available LRS analytical data from the State of New Hampshire are included in Appendix A; expected concentrations for "Acceptable Analytical Concentrations Acceptable for Reuse of LRS" within the Project Limits are also identified in Appendix A.

4.0 BMPs IN THE PROJECT LIMITS

The Contractor shall make every effort to utilize LRS in the Project Limits on property under the control of NHDOT as a priority over importing fill unless otherwise directed, provided that the LRS is geotechnically suitable for reuse, and the handling and placement are completed according to the BMPs described in this section, and to applicable federal, state, and local rules and regulations.

The LRS management approach(s) (e.g., reuse within the Project Limits, off-site disposal) will be identified in project-specific documents.

4.1 Health and Safety

The Contractor shall plan and conduct operations to prevent damage to existing structures, safeguard people and property, and minimize disruptions to site traffic. The Contractor shall provide safe working conditions in compliance with applicable local, state and federal regulations, including health and safety regulations enforced by the Occupational Safety and Health Administration (OSHA) and/or US Department of Labor, as appropriate.

⁵ NHDES Soil Remediation Standards (SRS, promulgated in Env-Or 600 Table 600-2, June 2015). When applied by NHDOT, this SMP should always refer to the version of Env-Or 600 current at the time of use.

4.2 Excavation, Handling, and Placement – LRS

The Contractor shall complete earthwork related to LRS as required to meet the lines and grades specified in the project plans and as required by the project-specific contract documents. The work shall be completed to disturb the smallest area of LRS as possible.

*NHDOT designs, constructs and maintains all projects under its control so as to prevent or control erosion of the land, and provide appropriate long-term stormwater management and treatment practices, in accordance with contract provisions, engineering standards, guidelines, BMPs, and all applicable regulatory standards, which also apply to the excavation, handling and placement of LRS.

Work shall stop if events occur or are imminent that might generate uncontrolled runoff, such as heavy rainfalls, or dust emissions, such as wind storms.

In all aspects of the work, the Contractor shall exercise care and diligence to prevent the mixing of impacted/presumed impacted soils with uncontaminated materials, and shall prevent migration of wastes and environmentally regulated substances. As LRS material is excavated, care shall be taken to segregate and separately stockpile excavated soil based on color, odor or other physical characteristics considered potentially significant with regard to indicating the level and type of contamination.

LRS can be temporarily stockpiled (as described in Section 4.3 of this SMP) or handled directly as “cut to fill” without segregation or stockpiling to facilitate the following LRS management options:

4.2.1 Reuse within Project Limits – LRS

LRS determined to be suitable for reuse within Project Limits shall be either:

1. Reused within the limits of previously-placed NHDOT roadway construction material; **OR**
2. Reused with **ALL** of the following conditions:
 - Reused only on property under the permanent control of NHDOT (e.g. right-of-way and/or permanent easements adjacent to right-of-way); and
 - Reused outside of high-intensity public recreational use areas (e.g., rail trails), unless:
 - Placed two (2) feet below the final ground surface and covered with clean granular fill, or
 - Addressed through a separate NHDES site-specific approval; and
 - Reused outside of residential and playground applications, as well as land used for the production of crops for direct human consumption; and
 - If reused within 100-year floodplains:
 - Available reuse areas outside of 100-year floodplains are used first, or
 - Areas for reuse outside of 100-year floodplains are unavailable, and
 - Reused more than 50 feet from a drinking water well or public drinking water supply; and
 - If reused within 100 feet of surface water, wetlands, or tidal buffer zones:

- Available reuse areas beyond 100 feet of water bodies, wetlands, or tidal buffer zones are used first, or
- Areas for reuse beyond 100 feet from surface water, wetlands, or tidal buffer zones are unavailable, and
- Reused outside of drainage features used for stormwater infiltration, unless adequate separation to groundwater is provided; and
- Reused outside of other areas that may reasonably be expected to erode during a significant storm event, including areas where erosion might directly discharge to surface waters; and
- Reuse will adhere to the erosion and stormwater management and treatment provisions identified above (Section 4.2), as well as other applicable State and Federal regulations, regarding temporary and permanent, erosion controls and stabilization.

LRS can be temporarily stockpiled (as described in Section 4.3 of this SMP) or handled directly as “cut to fill” without segregation or stockpiling.

Where LRS is consolidated into “cells” within the Project Limits in areas that meet the setbacks to environmental receptors outlined above, the horizontal and vertical locations of the LRS consolidation areas shall be shown on as-built drawings provided by the Contractor for NHDOT to track the location of the LRS so that the soils can be managed properly during future re-construction/maintenance activities, if necessary. The method to obtain the as-built locations shall be consistent with the method (e.g., GPS, survey, etc.) required by the contract documents, or as internally directed.

As approved by NHDOT, if LRS is reused within the LRS footprint, rather than placed in consolidation area(s), the horizontal and vertical locations of these reuse areas are not required to be shown on as-built drawings.

4.2.2 Stockpiling for Future Reuse – LRS

LRS can be temporarily stockpiled on property under the control of NHDOT for future reuse in accordance with the requirements of Section 4.3. For the purposes of this SMP, temporarily stockpiled means for the duration of project construction.

4.2.3 Off-Site Disposal – LRS

LRS generated by the project that cannot be reused as defined in Section 4.2.1 of this SMP can be managed in accordance with Section 6.0 of this SMP.

4.3 Stockpile Management

The Contractor shall manage LRS stockpiles to prevent the discharge of contaminants to the groundwater and surrounding soil not already known to be impacted by LRS⁶. The LRS stockpiles shall be kept separate from other on-site soil stockpiles. Specifically:

⁶ Methods to prevent the discharge of contaminants to the groundwater and surrounding soil during construction may include, among others, preventing the soil from contacting the ground, precipitation,

- The Contractor shall designate temporary stockpile areas within the project limits, with the location subject to the approval of the CA. CA shall ensure that stockpile locations are not staged near sensitive human health receptors such as public and private water supply wells or sensitive environmental receptors such as wetlands, surface water bodies, or marine environments. The Contractor may also stockpile LRS, as permitted by NHDOT, at existing NHDOT-owned patrol sheds or pit locations where NHDOT already manages temporary LRS stockpiles, whether within the project limits or not.⁷
- The Contractor shall establish separate stockpiles for LRS, other unanticipated contaminated soils, and other on-site stockpiled non-LRS stockpiles as encountered.
- The transfer of potentially contaminated materials from the excavation(s) to designated temporary stockpile areas shall be conducted in such a manner as to limit the spread of LRS. If a stockpile is sampled for disposal characterization analyses as described elsewhere in this SMP, then The Contractor shall not add additional material to the stockpile.
- Consistent with applicable State and Federal regulations, regarding temporary and permanent erosion controls and stabilization, the stockpile shall be graded such that stormwater runoff is diverted away from stockpiled materials (with no runoff). The Contractor shall implement appropriate erosion and sediment control measures (e.g., silt fence, hay/straw bales) to prevent stormwater runoff and associated erosion by wind or water, and transport of the soil.
- The Contractor shall secure the stockpile areas (e.g. using caution flagging, fencing, or other equivalent means, as approved by CA), as needed, to limit unauthorized entry and to limit contact of site workers and public access to stockpiled materials.
- The Contractor shall identify the stockpile with the origin and date of generation.
- The Contractor shall store the segregated soils onsite for a period not to exceed the timeframe identified in the project-specific contract documents without CA approval.

4.4 Equipment Cleaning

Cleaning of all equipment (e.g., tools, heavy machinery, excavating and handling equipment) shall be completed in accordance with the approved POP.

and/or stormwater runoff via the use of 6-mil polyethylene sheeting (with applicable management practices) over and under stockpiles; or over excavating existing soil beneath and around stockpiles once removed to ensure that all stockpiled LRS is removed from the site.

⁷ LRS retained by NHDOT for future reuse within the roadway network may be stockpiled beyond the duration of project construction at existing patrol sheds and pit locations where LRS is already being managed by NHDOT, provided it is managed in accordance with the requirements of this section, at a minimum.

5.0 UNANTICIPATED CONDITIONS

If the Contractor encounter(s) unanticipated, potentially contaminated soil, the Contractor shall immediately STOP WORK, notify the CA and NHDOT, and secure the area. The Contractor shall provide personnel trained in accordance with OSHA 1910.120 to continue work in this area.

The limits of potentially contaminated soil will be established in the field based on observations and field screening by the Environmental Consultant, CA and in consultation with NHDOT. Field screening completed by the Environmental Consultant will include using headspace sampling techniques for total volatile organic compounds (VOCs) using an appropriately calibrated photoionization detector (PID), or other field screening method appropriate for the suspected contaminant. Screening shall be based on visual and olfactory evidence at a frequency identified by the Engineer based on the extent of excavation.

If visual or olfactory evidence, or headspace screening of soils indicate a PID value above a threshold criterion of 50 ppm, the Contractor shall (when authorized by the CA and in consultation with NHDOT) segregate and stockpile the soil as described herein for subsequent laboratory analysis. In accordance with Section 4.3 above, the Contractor shall establish separate stockpiles for LRS and other stockpiled soils, as encountered.

6.0 BMPS FOR EXCESS LRS AND UNANTICIPATED IMPACTED MATERIAL

This section describes the characterization, handling, and disposal requirements when excess LRS is generated by the project that cannot be reused as defined herein. This section also applies to management of unanticipated potentially contaminated soil if encountered, on a project.

6.1 Characterization of Excess LRS

Excess stockpiled soils and unanticipated impacted materials that cannot be reused as defined herein will be sampled and analyzed for disposal characterization⁸. The entity responsible for the disposal characterization (e.g., LPA Environmental Consultant or the NHDOT Contamination Program Manager) will be identified in the project-specific contract documents, or internal NHDOT documentation.

Disposal characterization will follow NHDES regulations (i.e., Env-Or 600 and Env-Sw 903), and the requirements of the proposed receiving facility:

- If the quantity of stockpiled LRS is less than 50 tons, sampling and analysis will not be completed, except as required by the receiving facility, in accordance with Env-Or 611.04 (c).

⁸ Excess LRS generated from construction activities undertaken by internal NHDOT construction personnel that does not exhibit visual or olfactory evidence of contamination may be transported to a NHDOT-owned facility for stockpiling until it may be reused along a roadway, within Project Limits, on property under the control of NHDOT, or in another use as may be individually approved by NHDES.

- If the quantity of stockpiled LRS is greater than 50 tons, sampling and analysis will, at a minimum, be based on the requirements of Env-Or-611.04. One composite soil sample will be collected per 200 tons of excavated material up to 2,000 tons, and then one composite soil sample for every additional 500 tons. The composite samples will be obtained from the stockpiled soils by homogenizing at least eight (8) discrete samples collected from newly exposed soil a minimum of 12 inches deep within the stockpile. Samples collected for VOC analysis will be collected as individual methanol-preserved soil samples for the laboratory to composite the individual samples (instead of compositing the soils in the field).

The soil samples will be submitted for disposal characterization parameters consistent with the requirements of the proposed receiving facility, which may include the following, or a subset thereof, and not be limited to: VOCs, TPH, total RCRA-8 metals (arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver), SVOCs or PAHs, pesticides, herbicides, PCBs, ignitability/flashpoint, corrosivity/pH, reactive sulfide, and reactive cyanide.

Approximately two weeks will be required for analysis of the soil (stockpile) samples. The Contractor shall continue to manage the stockpile as described in Section 4.3 of this SMP until the final disposition is determined and the management approach is implemented.

Re-handling of soils in designated stockpile storage areas or exporting those soils from the site shall not occur without prior approval of the Department of Transportation. Impacted/presumed impacted soils shall not be removed from the site unless the procedures described herein are implemented.

6.2 Non-Impacted Soil

Presumably non-impacted soil will include excavated material passing the initial classification criteria (visual and olfactory observations) that does not contain construction-type or other debris (e.g., municipal solid waste). This material shall be managed as non-impacted soil, unless analytical data or generator knowledge indicates the presence of contaminants of concern at concentrations other than what would be naturally occurring in the environment. Unless otherwise provided in project documents, this soil does not need to be managed as LRS, Non-Hazardous Contaminated Soil (NCS), Non-Hazardous Oil-Contaminated Soil (NOCS), or hazardous material.

Excavated material failing to meet the criteria for non-impacted soil for which on-site reuse has not been identified, and which is intended to potentially be shipped off-site for disposal, shall be sampled and tested by a qualified LPA Environmental Consultant or the Contamination Program, as necessary, to determine the potential for on-site reuse as non-impacted material, or off-site treatment or disposal/recycling options as impacted material. Potentially contaminated soil designated for additional testing shall be stockpiled in accordance with applicable rules and this SMP.

6.3 Disposition of Impacted Soils

Based on NHDOT experience, impacted soils are not expected to be considered hazardous wastes; however, the ultimate disposition of soils that cannot be reused shall depend on the results of stockpile characterization and an assessment of relevant management options as described herein.

6.3.1 Limited Reuse Soils (LRS)

LRS are the soils as defined herein. Similarly, soils that are chemically analyzed and contain contaminants at concentrations up to the limits provided in Appendix A shall be managed as LRS in accordance with the BMPs defined herein. LRS shall not be transported off the site for reuse at other properties unless otherwise authorized herein.

6.3.2 Non-Hazardous Contaminated Soil (NCS)

NCS is defined in Env-Or 611.02, and consists of soils that contain regulated contaminants, are not a hazardous waste as defined in RSA 147-B:2, VII, and cannot be certified as NOCS pursuant to Env-Or 611.03. Presuming the soil is not considered a RCRA "listed waste," the determination as to whether soil is NCS shall be made based on the results of laboratory analyses.

6.3.3 Non-Hazardous Oil-Contaminated Soil (NOCS)

NOCS is defined in Env-Or 611.02, and consists of soil that is contaminated with oil, is not a hazardous waste, and is certified as required by Env-Or 611.03, which requires documentation that the contamination is derived from an oil discharge from a household or regulated UST facility, and there is no reason to suspect that the soil may have been contaminated by a hazardous waste.

6.3.4 Hazardous Waste Contaminated Soil

Hazardous waste contaminated soil are those soils characterized as a hazardous waste based on the requirements outlined in RSA 147-B:2 VIII, and the hazardous waste identification requirements outlined in Env-Hw 400. Presuming the soil is not considered a Resource Conservation and Recovery Act (RCRA) "listed waste," these soils will be classified as hazardous waste based on the results of laboratory analyses completed (e.g., toxicity characteristic leaching potential [TCLP]). These soils shall be stored, treated, and disposed of in accordance with applicable local, state, and federal requirements, including the New Hampshire Hazardous Waste Rules Env-HW 100-1100.

6.4 Off-Site Management

BMPs for stockpile management provided in Section 4.3 shall apply to soils being temporarily stored outside of the Project Limits, on NHDOT-owned property, with NHDOT approval. This section does not apply to NCS and NOCS, which, when required to be temporarily stockpiled, are both required to be stored within the Project Limits, on NHDOT-owned property/right-of-way.

6.5 Off-Site Disposal

If the LPA CA and NHDOT have determined that reuse within the Project Limits with the foregoing BMPs is not possible and that an alternate, site-specific SMP approved by NHDES is not appropriate, then the excess soil will be managed as waste for removal to an authorized treatment or disposal facility holding appropriate federal, state, or local permits, licenses, or approvals (in accordance with Env-Sw 903). The transport and disposal of the material will be managed by the Contractor or by the NHDOT Contamination Program as required by the project-specific contract documents.

Soils subject to management under this SMP shall be managed in general conformance with the following criteria:

- Excess LRS shall not be removed from the Project Limits until it has been sampled and tested by a qualified Environmental Consultant or the NHDOT Contamination Program, as necessary, the results of the chemical analyses have been received, and the materials have been properly classified and approved by the NHDOT Contamination Program or the NHDOT's Environmental Consultant.
- LRS, impacted soil, or hazardous waste transported off-site shall be loaded into properly licensed and permitted vehicles, and transported directly to selected disposal or recycling facilities. Hazardous waste shall not be temporarily stored at an off-site facility.
- Documentation of any handling, management, sampling and analysis, transportation and off-site disposal performed by the Contractor shall be provided by the Contractor to the NHDOT. This documentation does not include sampling and analysis, transportation and off-site disposal that may be performed by NHDOT Contamination Program and/or Environmental Consultant.
- If off-site transport and disposal of LRS and/or impacted soil should occur, any documentation related to these efforts will need to be maintained and provided to NHDOT. More specifically, documentation related to off-site transport and disposal of LRS and/or impacted soil, including but not limited to, bills-of-lading/manifests, weigh tickets, analytical reports and waste profiles, shall be provided by the Contractor within five (5) business days of receipt.
- Once final soil disposal options have been approved by the NHDOT or its qualified Environmental Consultant, arrangement for the transport and disposal of NCS or hazardous materials shall be made. Appropriate documentation (e.g., bills of lading, manifests) shall be used to transport soil from the site to the selected treatment or disposal facility.
- The transporter of LRS and/or impacted soil for off-site treatment or disposal shall be licensed to transport impacted soil, or hazardous material, as appropriate, to appropriate licensed disposal or recycling facilities.

Attached Table

TABLE

Summary of Acceptable Reuse Concentrations

Table A.1
Summary of Acceptable Reuse Concentrations -
NHDOT Roadside Limited Reuse Soil (LRS)

Regulated Analyte	Concentrations and Reference Values in mg/kg			
	NH SRS (Env-Or 606.19, Table 600-2)	NH Background	Roadside LRS Data	
			Maximum Concentration Detected	Roadside LRS Acceptable Reuse Concentrations
VOCs				
Benzene	0.3	NE	ND	0.3
Butylbenzene (n-)	110	NE	ND	110
Butylbenzene (sec-)	130	NE	ND	130
Butylbenzene (tert-)	100	NE	ND	100
Dichloroethane (1,2-)	0.1	NE	ND	0.1
Dioxane (1,4-)	5	NE	NA	5
Ethylbenzene	120	NE	NA	120
Isopropylbenzene	330	NE	ND	330
Isopropyltoluene (4-)	NS	NE	0.37	NS
Naphthalene	5	NE	NA	5
Methyl-tert Butyl Ether (MTBE)	0.2	NE	ND	0.2
Propylbenzene (n-)	85	NE	ND	85
Tetrachloroethylene (PCE)	2	NE	NA	2
Toluene	100	NE	0.175	100
Trimethylbenzene (1,2,4-)	130	NE	ND	130
Trimethylbenzene (1,3,5-)	96	NE	ND	96
Xylene (m,p-)	NS	NE	NA	NS
Xylene (o-)	NS	NE	NA	NS
Xylenes (total)	500	NE	0.44	500
PAHs - Carcinogenic				
Benzo(a)anthracene	1	NE	2.28	4
Benzo(a)pyrene	0.7	NE	2.71	5
Benzo(b)fluoranthene	1	NE	5.23	52
Benzo(k)fluoranthene	12	NE	1.6	36
Chrysene	120	NE	3.05	120
Dibenzo(a,h)anthracene	0.7	NE	0.11	5
Indeno(1,2,3-cd)pyrene	1	NE	1.4	4
PAHs - Noncarcinogenic				
Acenaphthene	340	NE	ND	340
Acenaphthylene	490	NE	1.1	490
Anthracene	1,000	NE	0.68	2,500
Benzo(g,h,i)perylene	NS	NE	1.2	NS
Carbazole	NS	NE	NA	NS
Dibenzofuran	NS	NE	NA	NS
Fluoranthene	960	NE	6.33	2,500
Fluorene	77	NE	ND	77
Methylnaphthalene (2-)	96	NE	ND	96
Naphthalene	5	NE	ND	5
Phenanthrene	NS	NE	3.2	NS
Pyrene	720	NE	4.4	720
Polychlorinated Biphenyls (PCBs)	1	NE	NA	1
Total Petroleum Hydrocarbons (TPH)	10,000	NE	NA	500
Metals				
Arsenic	11	11	15	25
Barium	1,000	NE	70	1,000
Cadmium	33	2	1.3	33
Chromium (VI)	130	33	NA	130
Chromium (Total)	1,000	33	260	1,000
Lead	400	51	50	100
Mercury	7	0.3	0.16	7
Selenium	180	5	ND	180
Silver	89	NE	ND	89

Notes:

- Results were provided to Sanborn Head by NHDOT.
- Concentrations are presented in milligrams per kilogram (mg/kg), which are equivalent to parts per million (ppm), except where noted.
- Only those analytes detected in one or more samples are shown.
- "ND" indicates not detected above the laboratory reporting limit.
- The Soil Remediation Standards (SRS) were promulgated in Env-Or 600 (June 2015).
- NH Background metals concentrations are presented in "Background Metals Concentration Study, New Hampshire Soils," available from the NHDES website:
(https://www.des.nh.gov/organization/divisions/waste/hwrb/documents/background_metals.pdf).
- "NS" indicates no standard.
"NE" indicates background has not been established.
"NA" indicates samples were not analyzed for this parameter.
- Bold** indicates the detected concentration exceeds the "Roadside LRS Acceptable Concentrations."
- Xylenes (total) indicates the sum of the detected concentrations of Xylenes (m,p -) and Xylenes (o-).

Table 1
Summary of Available Analytical Data
NHDOT Roadside Limited Reuse Soil (LRS)
Various Locations, New Hampshire

Concentrations and Reference Values in mg/kg															
	Acceptable Reuse Concentrations	Maximum LRS Concentration Detected	NH SRS (Env-Or 606.19, Table 600-2)	NH Background	1	2	3	4	5	6	7	8	9	10	11
				Sample Date	4/20/2015	4/28/2015	4/21/2015	12/23/2014	10/6/2014	8/28/2014	8/28/2014	6/30/2014	8/9/2013	8/5/2013	8/5/2013
Metals															
Arsenic	25	15	11	11	2.8	4.8	10	5.6	2.4	2.7	6.1	1.7	3	2.3	4.6
Barium	1,000	70	1,000	NE	15	15	21	19	22	21	25	23	13	20	30
Cadmium	33	1	33	2	ND	ND	ND	ND	ND	ND	0.5	ND	ND	ND	0.8
Chromium (VI/Total)	130/1,000	260	1,000	33	8.2	12	42	14	12	12	25	11	11	7.4	34
Lead	100	50	400	51	7.7	12	12	9.5	6.2	22	19	15	6.6	4.2	17
Mercury	7	0.16	7	0.3	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Selenium	180	ND	180	5	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Silver	89	ND	89	NE	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
VOCs															
Benzene	0.3	ND	0.3	NE	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Dichloroethane, 1,2-	0.1	ND	0.1	NE	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Isopropylbenzene	330	ND	330	NE	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Methyl-t-butyl ether	0.2	ND	0.2	NE	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Toluene	100	0.175	100	NE	ND	ND	ND	ND	ND	ND	ND	ND	0.0042	0.0078	ND
Xylene (total)	500	0.440	500	NE	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Butylbenzene, n-	110	ND	110	NE	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Butylbenzene, sec-	130	ND	130	NE	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Butylbenzene, tert-	100	ND	100	NE	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Isopropyl toluene, 4-	NE	0.37	--	NE	ND	ND	ND	ND	ND	ND	ND	ND	ND	0.0011	ND
Propylbenzene, n-	85	ND	85	NE	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Trimethylbenzene, 1,2,4-	130	ND	130	NE	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Trimethylbenzene, 1,3,5-	96	ND	96	NE	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
PAHs - Carcinogenic															
Benzo(a)anthracene	4	2.28	1	NE	0.49	0.52	0.7	0.17	0.19	ND	1.5	1.2	ND	0.77	ND
Benzo(a)pyrene	5	2.71	0.7	NE	0.54	0.63	0.73	0.2	0.23	0.49	1.4	1.1	ND	ND	ND
Benzo(b)fluoranthene	52	5.23	1	NE	0.78	0.92	1	0.27	0.34	0.69	2.4	1.5	ND	0.75	ND
Benzo(k)fluoranthene	36	1.6	12	NE	0.27	0.34	0.35	0.091	0.11	ND	0.9	0.5	ND	ND	ND
Chrysene	120	3.05	120	NE	0.7	0.74	0.82	0.25	0.27	0.57	1.9	1.3	ND	0.92	ND
Dibenzo(a,h)anthracene	5	0.11	0.7	NE	ND	0.11	ND	ND	ND	ND	ND	ND	ND	ND	ND
Indeno(1,2,3-cd)pyrene	4	1.4	1	NE	0.42	0.49	0.5	0.14	0.17	0.45	1.3	0.79	ND	ND	ND
PAHs - noncarcinogenic															
Acenaphthene	340	ND	340	NE	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Acenaphthylene	490	1.1	490	NE	ND	ND	ND	0.088	ND	ND	ND	0.44	ND	ND	ND
Anthracene	2,500	0.68	1,000	NE	ND	0.12	ND	ND	ND	ND	0.46	ND	ND	ND	ND
Fluoranthene	2,500	6.33	960	NE	1.2	1.3	1.9	0.39	0.51	1	4.5	2.7	ND	1.5	ND
Fluorene	77	ND	77	NE	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Methylnaphthalene, 2-	96	ND	96	NE	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Naphthalene	5	ND	5	NE	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Benzo (g,h,i) perylene	NE	1.2	NE	NE	0.4	0.48	0.45	0.14	0.15	0.47	1.2	0.8	ND	0	ND
Phenanthrene	NE	3.2	NE	NE	0.72	0.58	0.95	0.22	0.21	0.51	2.5	1.4	ND	1	ND
Pyrene	720	4.4	720	NE	1.0	1.1	1.5	0.4	0.39	0.93	3.3	2.7	ND	1.5	ND

Notes:

- Data were provided to Sanborn, Head & Associates, Inc. (Sanborn Head) by the New Hampshire Department of Transportation (NHDOT).
- Concentrations are provided in milligrams per kilogram (mg/kg) which are equivalent to parts per million (ppm).
- "<" indicates the analyte was not detected above the indicated laboratory reporting limit. "- " indicates the sample was not analyzed for this parameter. "NE" indicates a standard has not been established for this parameter. "ND" indicates that this parameter was not detected at a concentration greater than the laboratory reporting limit.
- The Soil Remediation Standards (SRS) were promulgated in Env-Or 600 (June 2015).
- NH Background metals concentrations are presented in "Background Metals Concentration Study, New Hampshire Soils," available from the NHDES website (https://www.des.nh.gov/organization/divisions/waste/hwrb/documents/background_metals.pdf).
- A **bold** value indicates the detected concentration exceeds the SRS.
- A shaded value indicates the detected concentration exceeds the Roadside LRS Acceptable Reuse Concentration.

Table 1
Summary of Available Analytical Data
NHDOT Roadside Limited Reuse Soil (LRS)
Various Locations, New Hampshire

	Acceptable Reuse Concentrations	Maximum LRS Concentration Detected	NH SRS (Env-Or 606.19, Table 600-2)	NH Background	12	13	14	15	16	17	18	19	20	21	22	23	24	25
				Sample Date	7/29/2013	7/29/2013	6/18/2013	6/18/2013	9/15/2010	12/10/2009	10/8/2009	7/23/2009	7/23/2009	7/23/2009	9/3/2009	9/3/2009	7/16/2007	7/16/2007
Metals																		
Arsenic	25	15	11	11	15	1.5	12	7.8	4.2	4	5.5	5.4	4.5	5.2	2.9	2.9	7	4.7
Barium	1,000	70	1,000	NE	21	20	70	14	20	22	36	2.5	54	44	14	14	20±	10±
Cadmium	33	1	33	2	1.3	ND	1.1	ND	ND	0.3±	ND	0.86	1.2	0.92	ND	ND	ND	ND
Chromium (VI/Total)	130/1,000	260	1,000	33	20	11	24	12	29	15	23	36	42	260	10	10	21	13
Lead	100	50	400	51	29	16	32	13	15	17	33	21	16	37	15	15	50	17
Mercury	7	0.16	7	0.3	ND	ND	ND	ND	0.16	ND	ND	ND	ND	ND	ND	ND	0.08	0.03±
Selenium	180	ND	180	5	ND	ND	ND	ND	ND	ND	0.4±	ND	ND	ND	ND	ND	0.1±	0.1±
Silver	89	ND	89	NE	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
VOCs																		
Benzene	0.3	ND	0.3	NE	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Dichloroethane, 1,2-	0.1	ND	0.1	NE	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Isopropylbenzene	330	ND	330	NE	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Methyl-t-butyl ether	0.2	ND	0.2	NE	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Toluene	100	0.175	100	NE	ND	0.13	ND	ND	ND	ND	0.17	ND	ND	0.175	0.175	ND	ND	ND
Xylene (total)	500	0.440	500	NE	ND	ND	0.44	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Butylbenzene, n-	110	ND	110	NE	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Butylbenzene, sec-	130	ND	130	NE	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Butylbenzene, tert-	100	ND	100	NE	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Isopropyl toluene, 4-	NE	0.37	--	NE	ND	ND	0.37	ND	ND	ND	ND	ND	ND	0.132	0.132	ND	ND	ND
Propylbenzene, n-	85	ND	85	NE	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Trimethylbenzene, 1,2,4-	130	ND	130	NE	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Trimethylbenzene, 1,3,5-	96	ND	96	NE	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
PAHs - Carcinogenic																		
Benzo(a)anthracene	4	2.28	1	NE	ND	1.8	ND	ND	0.414	0.784	0.6	-	-	-	-	-	2.28	1.97
Benzo(a)pyrene	5	2.71	0.7	NE	ND	1.6	ND	ND	0.52	0.85	0.677	-	-	-	-	-	2.71	2.49
Benzo(b)fluoranthene	52	5.23	1	NE	ND	2.2	ND	ND	1.07	1.53	1.25	-	-	-	-	-	5.23	4.59
Benzo(k)fluoranthene	36	1.6	12	NE	ND	0.89	ND	ND	0.358	0.483	0.348	-	-	-	-	-	1.6	1.2
Chrysene	120	3.05	120	NE	ND	2.2	ND	ND	0.51	1.04	0.829	-	-	-	-	-	3.05	3
Dibenzo(a,h)anthracene	5	0.11	0.7	NE	ND	ND	ND	ND	ND	ND	ND	-	-	-	-	-	ND	ND
Indeno(1,2,3-cd)pyrene	4	1.4	1	NE	ND	1.4	ND	ND	0.175±	0.509	0.213±	-	-	-	-	-	ND	0.720±
PAHs - noncarcinogenic																		
Acenaphthene	340	ND	340	NE	ND	ND	ND	ND	ND	ND	ND	-	-	-	-	-	ND	ND
Acenaphthylene	490	1.1	490	NE	ND	1.1	ND	ND	0.160±	0.220±	ND	-	-	-	-	-	ND	ND
Anthracene	2,500	0.68	1,000	NE	ND	0.68	ND	ND	ND	0.296	0.140±	-	-	-	-	-	ND	ND
Fluoranthene	2,500	6.33	960	NE	ND	4.3	ND	ND	0.957	2	1.47	-	-	-	-	-	6.22	6.33
Fluorene	77	ND	77	NE	ND	ND	ND	ND	ND	ND	ND	-	-	-	-	-	ND	ND
Methylnaphthalene, 2-	96	ND	96	NE	ND	ND	ND	ND	ND	ND	ND	-	-	-	-	-	ND	ND
Naphthalene	5	ND	5	NE	ND	ND	ND	ND	ND	ND	ND	-	-	-	-	-	ND	ND
Benzo (g,h,i) perylene	NE	1.2	NE	NE	ND	1.2	ND	ND	0.158±	0.428	0.168±	-	-	-	-	-	0	0
Phenanthrene	NE	3.2	NE	NE	ND	3.2	ND	ND	0.464	1.11	0.65	-	-	-	-	-	2.45	2.51
Pyrene	720	4.4	720	NE	ND	4.1	ND	ND	1.02	1.8	1.05	-	-	-	-	-	4.17	4.4

Notes:

1. Data were provided to Sanborn, Head & Associates, Inc. (Sanborn Head) by the New Hampshire
2. Concentrations are provided in milligrams per kilogram (mg/kg) which are equivalent to parts
3. "<" indicates the analyte was not detected above the indicated laboratory reporting limit. "- " indicates the sample was not analyzed for this parameter.
- "NE" indicates a standard has not been established for this parameter.
- "ND" indicates that this parameter was not detected at a concentration greater than the laborat
4. The Soil Remediation Standards (SRS) were promulgated in Env-Or 600 (June 2015).
5. NH Background metals concentrations are presented in "Background Metals Concentration Stud
6. A **bold** value indicates the detected concentration exceeds the SRS.
7. A shaded value indicates the detected concentration exceeds the Roadside LRS Acceptable Reus

I have reviewed the plans and easement documents and concur with the city/town ROW plans. Sharon E. Jones
NHDOT Project Manager

NHDOT Bureau of ROW Approval: Adam M. Smith

RIGHT-OF-WAY CERTIFICATE

For

Local Public Agency (LPA) Projects

Project Name:

LOWELL ROAD / SAGAMORE BRIDGE
TRANSPORTATION IMPROVEMENTS

State Project No.

41754

Federal Project No:

HUDSON 17-01CMAQ

All work within existing rights-of-way and no additional acquisitions were necessary for this project; or

All acquisitions and easements acquired as part of this project are listed below:

Total number of parcels impacted:

4

Number of acquisitions acquired by donation:

3

Number of acquisitions acquired by permanent/temporary easement:

2

Number of Acquisitions acquired by fee:

1

Number of Acquisitions acquired via condemnation:

2

Total cost of property rights acquired: \$ 50,131.00

Were relocation claims paid as part of this project? [] YES [X] NO

If yes, complete relocation information on Page 2.

The ~~City~~/Town of HUDSON, State of New Hampshire, hereby certifies the right to occupy and use all the right-of-way necessary for the above-referenced project has been acquired in accordance with the Uniform Act.

City/Town Manager
 Chairman of Selectmen

11/14/22
Date

Relocation Information

Residential

	<u>Owners</u>		<u>Tenants</u>		<u>Total</u>
Number of Displacees	<u>0</u>	+	<u>0</u>	=	<u>0</u>
Number of Relocation Housing Payments	<u>0</u>				Total Spent \$ <u>0</u>
Number of Rent Supplement Payments	<u>0</u>				Total Spent \$ <u>0</u>
Number of Moving Payments	<u>0</u>	Actual	<u>0</u>	Scheduled	Total Spent \$ <u>0</u>

Business

	<u>Owners</u>		<u>Tenants</u>		<u>Total</u>
Number of Displacees	<u>0</u>	+	<u>0</u>	=	<u>0</u>
Number of Moving Payments	<u>0</u>				Total Spent \$ <u>0</u>
Number of RE-establish Payments	<u>0</u>				Total Spent \$ <u>0</u>
Number of In Lieu of	<u>0</u>				Total Spent \$ <u>0</u>
Number of Misc. Monies (i.e. fences, lights, signs, etc.)	<u>0</u>				Total Spent \$ <u>0</u>

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION**

**UTILITY and RAILROAD CERTIFICATE
PS&E APPROVAL
Local Public Agency (LPA) Projects**

PROJECT: State No. 41754 **DATE:** August 8, 2022

Federal No.- X-17-01CMAQ

SPONSOR: Mr. Elvis Dhima, P.E., Town Engineer

Address: Town of Hudson, 12 School Street, Hudson, NH 03051

Project Name: Lowell Road To Sagamore Bridge Transportation Improvements

Approval is hereby requested of the plans, specifications, and estimate for the above noted Local Public Agency project in accordance with provisions of the NHDOT/FHWA Memorandum of Agreement regarding EXEMPT NHS PROJECTS in compliance with the 1991 ISTEA Section 1016 Program Efficiencies for project review, oversight, and administration.

1. STATUS OF RAILROAD OPERATING FACILITIES

None affected.

2. STATUS OF REQUIRED UTILITY RELOCATIONS

There are utilities within the construction limits of the project. The status of these arrangements for the completion of the work prior to or in coordination with the physical construction is shown on the Utility Note below.

All known utility work not included in the Contract under consideration, has been arranged to be undertaken and completed as required for proper coordination with the physical construction schedule.

There are existing utilities in the area; however, no impacts are anticipated.

There are no known utilities in the immediate work area.
Check the appropriate statement or statements as needed.

3. STATUS OF REIMBERSABLE WORK

Non-reimbursable work is not required of any utility.

Non-reimbursable work is not required of any railroad.

Reimbursable work is required of Eversource for light pole relocations.

Reimbursable work is not required of any railroad.



Sponsor



Design Engineer

NHDOT APPROVAL:

Municipal Highway Engineer: C. R. Willette **Date:** 1/27/2023


Project Manager: Thomas E. Jones **Date:** 1/27/2023

Bureau of Planning and Community Assistance

Hudson X-A004(742) 41754
Environmental Commitments
Page 3

**STATE OF NEW HAMPSHIRE
INTRA-DEPARTMENT COMMUNICATION**

DATE: June 9, 2020

FROM:  Kevin T. Nyhan
Administrator

AT (OFFICE): Department of
Transportation

SUBJECT: Environmental Commitments Memo

Bureau of Environment

HUDSON

X-A004(742)

41754

Lowell Road/Sagamore Bridge CMAQ project

TO: Tom Jameson
Project Manager
Bureau of Planning & Community Assistance

An environmental document has been prepared for the subject project. A fully executed copy of this memorandum and the environmental document are available on the v:\drive at: V:\Towns\Hudson\41754\Environment\ Commits.pdf and Envdoc.pdf, respectively. In addition, this memorandum has been uploaded to the project "Document Center" in ProMIS.

In accordance with Stipulation IV.A.1.a. of the *Programmatic Agreement* executed by the Department and Federal Highway Administration on 05/04/2016, the subject project has been determined to qualify for processing programmatically as a *Categorical Exclusion (CE)* (effective 06/09/2020). In documenting this CE, the Department has identified the applicable CE action number (#26), ensured that any constraints or conditions are met, verified that unusual circumstances do not apply, and has addressed any and all other environmental approvals. **As such, this concludes the NEPA process.**

The NEPA process for this project began on 02/14/2019 and was completed on 06/09/2020.

Environmental commitments have been made as noted on page 8 of the environmental document, and as detailed below:

1. Work shall be located within the existing State right-of-way (ROW) or easements as well as privately-owned land. Work located outside of the existing State ROW or easements requires that additional coordination with the Bureau of Environment be completed prior to the commencement of construction.
2. All operators, employees, and contractors working in areas of known or presumed bat habitat will be made aware of all FHWA/FRA/FTA (Transportation Agencies) environmental commitments, including all applicable AMMs.
3. Temporary lighting will be directed away from suitable habitat during the active season. (NLEB AMMs)

4. When installing new or replacing existing permanent lights, downward-facing, full cut-off lens lights (with same intensity or less for replacement lighting) will be used. (NLEB AMMs)
5. A Soil Management Plan (SMP) will be prepared to provide guidance for the identification, handling, storage, reuse, and disposal of LRS soils generated during construction activities.
6. A Project Operations Plan (POP) will be prepared by the project contractor to provide details on the description of work, organization and management hierarchy, compliance with NHDOT specifications, special attentions and special provisions relative to soil management, identification of areas of LRS, and methods for handling, reuse, or disposal of LRS.
7. The contractor shall be advised that if asbestos is discovered in the project area, work shall stop immediately and NHDES shall be contacted for coordination and guidance on appropriate steps to be taken moving forward.
8. Although no invasive plants are known to occur within the project footprint, to prevent the possible introduction of such plants, all work shall be conducted in accordance with the Department publication Best Management Practices for Roadside Invasive Plants (2008) and Best Management Practices for the Control of Invasive and Noxious Plant Species (2018).

KTN:ktn

c.c. (via E-mail) R. Radwanski
R. Crickard
S. LaBonte
D. Rae
J. Sikora

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