

CONTRACT DOCUMENTS AND SPECIFICATIONS

for

Longmeadow Road Extension Project

Bid #28-21

City of Portsmouth Project #7215

New Hampshire Project #42350

Federal Project # X-A004(818)

Tighe and Bond Project P-0714-005

City of Portsmouth

Rockingham County

Karen S. Conard, City Manager



Prepared by:

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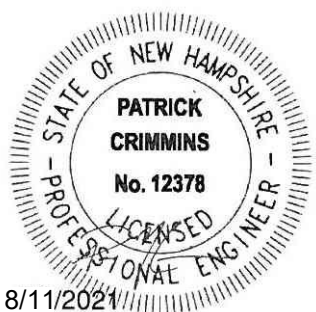


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Longmeadow Road Extension Project Bid #28-21

INVITATION TO BID

Sealed bid proposals, **plainly marked Longmeadow Road Extension Project, Bid Proposal #28-21 on the outside of the mailing envelope as well as the sealed bid envelope**, addressed to the Finance/Purchasing Department, City Hall, 1 Junkins Avenue, Portsmouth, New Hampshire, 03801, will be accepted until **November 1, 2021 at 1:00 p.m.**; at which time all bids will be publicly opened and read aloud.

This project consists of a 2800' extension of the existing Longmeadow Road in Portsmouth. The roadway will extend over to and intersect with Lang Road.

Work may begin at any time on or after December 31, 2021. Substantial (functional) completion of all roadway work is required by July 15, 2022. Final Completion including final wearing pavement and striping to be no later than August 1st, 2022 with no more than 80 working days on site. Liquidated damages shall be assessed at \$600.00 per day. Hours of work will be 7:00 AM to 5:00 PM weekdays, unless otherwise approved by the City of Portsmouth DPW.

The Contractor will be required to keep existing roadways passable for the public. Contractor proposed traffic packages or phasing shall be approved by the City of Portsmouth DPW prior to the commencement of work.

The General Contractor for this project must be Pre-qualified with the New Hampshire Department of Transportation (NHDOT) for Road Construction. All work shall conform to the current standard specifications and documentation requirements issued by the NHDOT unless otherwise stipulated in this document. This contract is also subject to all applicable Federal Highway Administration (FHWA) and NHDOT requirements required for Local Public Agency (LPA) Federal Aid projects, including but not limited to, Federal wage rate compliance, Affirmative Action requirements, lobbying disclosures, Buy America provisions, and other relevant documentation needs.

Bidders must determine the quantities of work required and the conditions under which the work will be performed.

Questions should be submitted in writing to Dave Desfosses at djdesfosses@cityofportsmouth.com by **1:00 p.m. on October 20, 2021** and shall be answered in addenda.

Specifications may be obtained at the City's website: <http://www.cityofportsmouth.com/finance/purchasing.htm>
Addenda to this project, if any, including written answers to questions, will not be provided directly to vendors, but will be posted by 1:00 p.m., on **October 25, 2021** on the City of Portsmouth Website under the project heading.

Electronic copies of the plans and specifications may be obtained off of the City's webpage. Documents are not available for pickup.

The City reserves the right, after bid opening and prior to award of the contract, to modify the amount of the work in the event that bids exceed budgeted amounts. The City of Portsmouth further reserves the right to reject any or all bids, to waive technical or legal deficiencies, to re-bid, and to accept any bid that it may deem to be in the best interest of the City. Also, the City reserves the right to approve or deny subcontractors for this project. An award of this project is contingent upon additional process and funding.

A schedule of the minimum wages for all labor classifications as determined by the Secretary of Labor pursuant to Section 115 of the Federal Aid Highway Act of 1956 is included in the proposal. Unskilled labor may be hired from lists prepared by the NH Dept. of Employment Security designated in the proposal.

Each Bidder shall furnish a bid security in the amount of ten percent (10%) of the bid. The Bid Security may be in the form of a certified check or a bid bond executed by a surety company authorized to do business in the State of New Hampshire, made payable to the City of Portsmouth, N.H.

INSTRUCTIONS TO BIDDERS

BIDDING REQUIREMENTS AND CONDITIONS

1. Special Notice to Bidders

Appended to these instructions is a complete set of bidding and general contract forms. These forms may be detached and executed for the submittal of bids. The plans, specifications, and other documents designated in the proposal form will be considered as part of the proposal, whether attached or not.

The bidders must submit a statement of bidder's qualifications, if requested, subsequent to bid opening but prior to award.

Questions should be submitted in writing to Dave Desfosses at djdesfosses@cityofportsmouth.com by **1:00 p.m. on October 20, 2021** and shall be answered in addenda.

Addenda to this bid document, if any, including written answers to questions, will be posted by 1:00 p.m. on October 25, 2021 on the City of Portsmouth website at <http://www.cityofportsmouth.com/finance/purchasing.htm> under the project heading. Addenda and updates will NOT be sent directly to firms. Contractors submitting a bid should check the web site daily for addenda and updates after the release date. Firms should print out, sign and return addenda with the proposal. Failure to do so may result in disqualification.

2. Interpretation of Quantities in Bid Schedules

The quantities appearing in the bid schedule are approximate only and are prepared for the comparison of bids. Payment to the contractor will be made only for actual work performed and accepted in accordance with the contract. Any scheduled item of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided, and no claim for loss, anticipated profits or costs incurred in anticipation of work not ultimately performed will be allowed due to such increase or decrease.

3. Examination of Plans, Specifications and Site Work

The bidder is expected to examine carefully the site of the proposed work, the plans, standard specifications, supplemental specifications, special provisions and contract forms before submitting a proposal. The submission of a bid shall be considered conclusive evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the contract. It will be conclusive evidence that the bidder has also investigated and is satisfied with the sources of supply for all materials.

Plans, surveys, measurements, dimensions, calculations, estimates and statements as to the condition under which the work is to be performed are believed to be correct, but the contractors must examine for themselves, as no allowance will be made for any errors or inaccuracies that maybe found therein.

4. Familiarity with Laws

The bidder is assumed to have made himself or herself familiar with all federal and state laws, procedures, and documentation requirements; and all local by-laws, ordinances and regulations which in any manner affect those engaged or employed on the work or affect the materials or equipment used in the work or affect the conduct of the work, and the bidder, if awarded the contract, shall be obligated to perform the work in conformity with said laws, by-laws, ordinances and regulations notwithstanding its ignorance thereof. If the bidder shall discover any provision in the plans or specifications which is in conflict with any such law, by-law, ordinance or regulation the bidder shall forthwith report it to the engineer in writing.

5. Preparation of Proposal

- a) The bidder shall submit its proposal upon the forms furnished by the Owner. The bidder shall specify a lump sum price in figures, for each pay item for which a quantity is given and shall also show the products of the respective prices and quantities written in figures in the column provided for that purpose and the total amount

of the proposal obtained by adding the amount of the several items. All words and figures shall be in ink or typed.

If a unit price or a lump sum bid already entered by the bidder on the proposal form is to be altered it should be crossed out with ink, the new unit price or lump sum bid entered above or below it and initialed by the bidder, also with ink.

- b) The bidder's proposal must be signed with ink by the individual, by one or more general partners of a partnership, by one or more members or officers of each firm representing a joint venture; by one or more officers of a corporation, by one or more members (if member-managed) or managers (if manager-managed) of a limited liability company, or by an agent of the contractor legally qualified and acceptable to the owner. If the proposal is made by an individual, his or her name and post office address must be shown, by a partnership the name and post office address of each general and limited partner must be shown; as a joint venture, the name and post office address of each venturer must be shown; by a corporation, the name of the corporation and its business address must be shown, together with the name of the state in which it is incorporated, and the names, titles and business addresses of the president, secretary and treasurer.

6. Nonconforming Proposals

Proposals will be considered nonconforming and may be rejected in the Owner's sole discretion for any of the following reasons:

- If the proposal is on a form other than that furnished by the Owner, or if the form is altered or any portion thereof is detached;
- If there are unauthorized additions, conditional or altered bids, or irregularities of any kind which may tend to make the proposal or any portion thereof incomplete, indefinite or ambiguous as to its meaning;
- If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award; or
- If the proposal does not contain a unit price for each pay item listed except in the case of authorized alter pay items.

7. Proposal Guaranty

No proposal will be considered unless accompanied by a bid bond, surety, or similar guaranty of the types and in an amount not less than the amount indicated in the Invitation to Bid. All sureties shall be made payable to the "City of Portsmouth". If a bid bond is used by the bidder it shall be:

- In a form satisfactory to the Owner;
- With a surety company licensed, authorized to do business in, and subject to the jurisdiction of the courts of the State of New Hampshire; and
- Conditioned upon the faithful performance by the principal of the agreements contained in the sub-bid or the general bid.

In the event any irregularities are contained in the proposal guaranty, the bidder will have four business days (not counting the day of opening) to correct any irregularities. The corrected guaranty must be received by 4:00 p.m. If irregularities are not corrected to the satisfaction of the Owner, the Owner, in its sole discretion, may reject the bid.

8. Delivery of Proposals

When sent by mail, the sealed proposal shall be addressed to the Owner at the address and in the care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the invitation for bids. Proposals received after the time for opening of the bids will be returned to the bidder, unopened.

9. Withdrawal of Proposals

A bidder will be permitted to withdraw his or her proposal unopened after it has been submitted if the Owner receives a request for withdrawal in writing prior to the time specified for opening the proposals.

10. Public Opening of Proposals

Proposals will be opened and read publicly at the time and place indicated in the invitation for bids. Bidders, their authorized agents, and other interested parties are invited to be present.

11. Disqualification of Bidders

Any or all of the following reasons may be deemed by Owner in its sole discretion as being sufficient for the disqualification of a bidder and the rejection of his proposal:

- More than one proposal for the same work from an individual, firm, or corporation under the same or different name;
- Evidence of collusion among bidders;
- Failure to submit all required information requested in the bid specifications;
- If the Contractor is not listed with the New Hampshire Department of Transportation as a pre-qualified contractor under the classification of Road Construction;
- Lack of competency or of adequate machinery, plant or other equipment, as revealed by the statement of bidders qualification or otherwise;
- Uncompleted work which, in the judgment of the owner, might hinder or prevent the prompt completion of additional work if awarded;
- Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts;
- Default or unsatisfactory performance on previous contracts; or
- Such disqualification would be in the best interests of the Owner.

12. Material Guaranty and Samples

Before any contract is awarded, the bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all materials to be used in the construction of the work, and the Owner may, in its sole discretion, reject the bid based on the contents of the statement or as a result of the failure of the bidder to submit the statement.

AWARD AND EXECUTION OF CONTRACT

1. Consideration of Proposals

After the proposals are opened and read, they will be compared on the basis of the total price for all sections of work and any such additional considerations as may be identified in the bid documents. The comparisons of total price will be established from the base bid, and not the add/alternate bid. The results of such comparisons will be immediately available to the public. In case of a discrepancy between the prices written in words and those written figures, the prices written in words shall govern. In case of a discrepancy between the total shown in the proposal and that obtained by adding the products of the quantities of items and unit bid prices, the latter shall govern.

2. Award of Contract

Within 30 calendar days after the opening of proposals, if a contract is to be awarded, the award will be made to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified, in writing, mailed to the address on his or her proposal, that his or her bid has been accepted and that the bidder has been awarded the contract.

3. Reservation of Rights

The Owner reserves the right to reject any or all proposals, to waive technicalities or to advertise for new proposals, if, in the sole discretion of the Owner, the best interest of the City of Portsmouth will be promoted thereby. The Owner further reserves the right to conduct such investigations of the contractor's history, financial resources, and other qualifications as it deems necessary to determine whether bidder is qualified to do the work. Bidder may be asked to execute releases. Failure to execute a release upon request may result in disqualification.

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

4. Return of Proposal Guaranty

All proposal guaranties, except those of the three lowest bidders, will be returned upon request following the opening and checking of the proposals. The proposal guaranties of the three lowest bidders will be returned within ten days following the award of the contract if requested.

5. Contract Bonds

At the time of the execution of the contract, the successful bidder shall furnish:

- A performance bond in the amount of 100 percent of the contract amount.
- Labor and materials payment bond in the sum equal to 100 percent of the contract amount.

Each bond shall be: (1) in a form satisfactory to the Owner; (2) with a surety company licensed and authorized to do business and with a resident agent designated for services of process in the State of New Hampshire; and (3) conditioned upon the faithful performance by the principal of the agreements contained in the original bid. All premiums for the contract bonds are to be paid by the contractor.

6. Execution and Approval of Contract

The successful bidder is required to present all contract bonds, to provide proof of insurance, and to execute the contract within 10 days following receipt of the City's notification of acceptance of the bid. No contract shall be considered as in effect until it has been fully executed by all parties.

7. Failure to Execute Contract

Failure to execute the contract and to provide acceptable bonds and proof of insurance within 10 days after notification of acceptance of bid shall be just cause for the cancellation of the award and the forfeiture of the proposal guarantee which shall become the property of the Owner, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder, or the City may exercise its reserved rights including the rejection of all bids or re-advertisement.

PROPOSAL FORM

**Longmeadow Road Extension Project
Bid #28-21**

CITY OF PORTSMOUTH, N.H.

To the City of Portsmouth, New Hampshire, herein called the Owner.

The undersigned, as Bidder, herein referred to as singular and masculine declares as follows:

1. All interested in the Bid as Principals are named herein.
2. This bid is not made jointly, or in conjunction, cooperation or collusion with any other person, firm, corporation, or other legal entity;
3. No officer, agent or employee of the Owner is directly or indirectly interested in this Bid.
4. The bidder has carefully examined the sites of the proposed work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in this Bid, and the bidder has carefully read and examined the Drawings, Agreement, Specifications and other Contract Documents therein referred to and knows and understands the terms and provisions thereof;
5. The bidder understands that the quantities of work calculated in the Bid or indicated on the Drawings or in the Specifications or other Contract Documents are approximate and are subject to increase or decrease or deletion as deemed necessary by the Director of Public Works. Any such changes will not result in or be justification for any penalty or increase in contract prices; and agrees that, if the Bid is accepted the bidder will contract with the Owner, as provided in the Contract Documents, this Bid Form being part of said Contract Documents, and that the bidder will supply or perform all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other activities required by the Contract Documents in the manner and within the time therein set forth, and that the bidder will take in full payment therefore the following item prices, to wit:

ITEM #	EST. QTY	UNITS	ITEM DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN FIGURES	ITEM TOTAL IN FIGURES
TR	50	Ton	Trash and junkyard debris removal (F)	\$ _____	\$ _____

201.1	0.95	AC	Clearing and Grubbing	\$ _____	\$ _____

201.881	650	SY	Invasive Species Control Type 1	\$ _____	\$ _____

ITEM #	EST. QTY	UNITS	ITEM DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN FIGURES	ITEM TOTAL IN FIGURES
203.1	4,630	CY	Common Excavation	\$ _____	\$ _____
203.2	1,250	CY	Rock Excavation	\$ _____	\$ _____
209.1	1,381	CY	Granular Backfill	\$ _____	\$ _____
214	1	EA	Fine Grading	\$ _____	\$ _____
304.4	4,065	CY	Crushed Stone (Fine Gradation) (F)	\$ _____	\$ _____
306.112	1,800	SY	Reclaimed Stabilized Base, Processed in Place, 12" Deep (F)	\$ _____	\$ _____
306.36	150	Ton	Stone for Reclaimed Stabilized Base	\$ _____	\$ _____
403.11	2,400	Ton	Hot Bituminous Pavement, Machine Method	\$ _____	\$ _____
403.12	15	Ton	Hot Bituminous Pavement, Hand Method	\$ _____	\$ _____
417	1,788	SY	Cold Planing Bituminous Surfaces	\$ _____	\$ _____

ITEM #	EST. QTY	UNITS	ITEM DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN FIGURES	ITEM TOTAL IN FIGURES
603.33212	1	EA	12" HDPE Flared End Section	\$ _____	\$ _____
603.82212	238	LF	12" HDPE	\$ _____	\$ _____
604.0007	4	EA	Polyethylene Liner	\$ _____	\$ _____
604.124	6	EA	Catch Basin (4' Dia.)	\$ _____	\$ _____
604.242	1	EA	Drop Inlets Type D-B	\$ _____	\$ _____
604.325	1	EA	Drainage Manhole (5' Dia.)	\$ _____	\$ _____
604.62	2	EA	Drainage Manhole Cover & Frame	\$ _____	\$ _____
604.74	1	EA	Grates & Frames, Special High Capacity Grate	\$ _____	\$ _____
604.9102	1	U	Outlet Control Structure	\$ _____	\$ _____
605.506	1,300	LF	6" Perforated Corrugated Polyethylene Pipe Underdrain	\$ _____	\$ _____

ITEM #	EST. QTY	UNITS	ITEM DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN FIGURES	ITEM TOTAL IN FIGURES
607.38	470	LF	Chain link Fence with Vinyl Coated Steel Fabric, 8' High	\$_____	\$_____
607.7382	1	U	Double Gate Chainlink Fence with Vinyl Coated Steel Fabric, 8' High, 20' Wide	\$_____	\$_____
608.26	10	SY	6" Concrete Sidewalk (F)	\$_____	\$_____
609.01	1,240	LF	Straight Granite Curb	\$_____	\$_____
611.811	1	EA	Adjust/Relocate Hydrant	\$_____	\$_____
614.523	1	EA	Molded Pull Box for Lighting, 17 by 30"	\$_____	\$_____
614.73114	800	LF	3" PVC Conduit, Schedule 40	\$_____	\$_____
614.73118	120	LF	3" PVC Conduit, Schedule 80	\$_____	\$_____
615.0201	32	SF	Traffic Signs, Type B (F)	\$_____	\$_____
615.0301	197	SF	Traffic Signs, Type C (F)	\$_____	\$_____

ITEM #	EST. QTY	UNITS	ITEM DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN FIGURES	ITEM TOTAL IN FIGURES
615.0601	36	SF	Traffic Signs, Type CC (F)	\$_____	\$_____
616.606	1	EA	Traffic Signal Detector Loop 6ft x 6ft	\$_____	\$_____
618.61	1	Allow	Uniformed Officers with Vehicle	\$16,000.00	\$16,000.00
618.7	1	HR	Flaggers	\$36,000.00	\$36,000.00
619.1	1	U	Maintenance of Traffic	\$_____	\$_____
625.2	2	EA	Concrete Light Pole Bases, Type B	\$_____	\$_____
625.52	2	U	Light Pole	\$_____	\$_____
628.2	140	LF	Sawed Bituminous Pavement	\$_____	\$_____
632.0104	4,100	LF	Retroreflective Paint Pavement Marking, 4" Line (Double Yellow)	\$_____	\$_____
632.0104	8,700	LF	Retroreflective Paint Pavement Marking, 4" Line (Single White)	\$_____	\$_____

ITEM #	EST. QTY	UNITS	ITEM DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN FIGURES	ITEM TOTAL IN FIGURES
632.0112	80	LF	Retroreflective Paint Pavement Marking, 12" Line	\$_____	\$_____
632.02	60	SF	Retroreflective Paint Pavement Marking, Symbol or Word	\$_____	\$_____
632.3112	80	LF	Retroreflective Thermoplastic Pavement Marking, 12" Line	\$_____	\$_____
632.02	60	SF	Retroreflective Paint Pavement Marking, Symbol or Word	\$_____	\$_____
632.32	60	SF	Retroreflective Thermoplastic Pavement Marking, Symbol or Word	\$_____	\$_____
641	1,850	CY	Loam	\$_____	\$_____
643.21	1,760	LB	Fertilizer for Re-fertilization	\$_____	\$_____
644.82	100	LB	Salt Tolerant Grass Seed, Type 82	\$_____	\$_____
645.512	2,250	LF	Compost Sock for Perimeter Berm	\$_____	\$_____
650.2	1	Allow	Landscaping	\$2,000.00_____	\$2,000.00_____

ITEM #	EST. QTY	UNITS	ITEM DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN FIGURES	ITEM TOTAL IN FIGURES
692	1	EA	Mobilization	\$ _____	\$ _____

TOTAL FOR PROJECT AND BASIS OF AWARD

In Figures \$ _____

In Words \$ _____

To Bidder:

The City reserves the right, after bid opening and prior to award of the contract, to modify the amount of the work in the event that bids exceed budgeted amounts and/or easements and agreements from one or more impacted property owners are not received.

It is the intention of this contract that the items listed above describe completely and thoroughly the entirety of the work as shown on the plans and as described in the specifications. All other items required to accomplish the above items are considered to be subsidiary work, unless shown as a pay item.

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

Date:

Company

By: _____
Signature

Business Address

Title: _____

City, State, Zip Code

Telephone: _____

All Bids are to be submitted on this form and in a sealed envelope, plainly marked on the outside with the Bidder's name and address and the Project name as it appears at the top of the Proposal Form.

We certify that the Company is currently pre-qualified with the State of New Hampshire for Road Construction.

By: _____
Signature & Title

Date

BID SECURITY BOND

(This format provided for convenience, actual Bid Bond is acceptable in lieu of, if compatible.)

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned

_____, as Principal, and

_____, as Surety, are hereby

held and firmly bound unto _____

IN THE SUM OF _____

as liquidated damages for payment of which, well and truly to be made we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is such that whereas the Principal has submitted to the

_____ A CERTAIN Bid attached hereto and hereby made a part hereof to enter into a contract in writing, hereinafter referred to as the "AGREEMENT" and or "CONTRACT", for

NOW THEREFORE,

- (a) If said Bid shall be rejected or withdrawn as provided in the INFORMATION FOR BIDDERS attached hereto or, in the alternative,
- (b) If said Bid shall be accepted and the Principal shall duly execute and deliver the form of AGREEMENT attached hereto and shall furnish the specified bonds for the faithful performance of the AGREEMENT and/or CONTRACT and for the payment for labor and materials furnished for the performance of the AGREEMENT and or CONTRACT,

then this obligation shall be void , otherwise it shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder in no event shall exceed the amount of this obligation.

BID SECURITY BOND (continued)

The Surety, for value received, hereby agrees that the obligation of said surety and its bond shall be in no way impaired or affected by any extensions of the time within such BID may be accepted, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the parties hereto have duly executed

this bond on the _____ day of _____, 20_.

_____ L.S.
(Name of Principal)

(SEAL)

BY _____

(Name of Surety)

BY _____

STATEMENT OF BIDDER'S QUALIFICATIONS

Supply with Bid

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Add separate sheets if necessary

1. Name of Bidder
2. Permanent Main Office Address
3. Form of Entity
4. When Organized
5. Where Organized
6. How many years have you been engaged in the contracting business under your present name; also state names and dates of previous firm names, if any.
7. Contracts on hand; (schedule these, showing gross amount of each contract and the approximate anticipated dates of completion).
8. General character of work performed by your company.
9. Have you ever failed to complete any work awarded to you? _____(no)____(yes). If so, where and why?
10. Have you ever defaulted on a contract?
_____ (no)_____ (yes). If so, where and why?
11. Have you ever failed to complete a project in the time allotment according to the Contract Documents?
_____ (no)_____ (yes). If so, where and why?
12. List the most important contracts recently executed by your company, stating approximate cost for each, and the month and year completed.
13. List your major equipment available for this contract.
14. List your key personnel such as project superintendent and foremen available for this contract.
15. List subcontractors for the following categories whom you will use for the following (unless this work is to be done by your own organization, in which case please state).
 - a. Curbing _____
 - b. Paving _____
 - c. Pavement Markings _____

STATEMENT OF BIDDERS QUALIFICATIONS (continued)

The City reserves the right to disallow any subcontractor including work proposed to be completed by the General Contractor.

16. With what banks do you do business?

a. Do you grant the Owner permission to contact this/these institutions?
____(yes)____(no).

b. Latest Financial Statements, certified audited if available, prepared by an independent certified public accountant, may be requested by Owner. If requested, such statements must be provided within five (5) business days or the bid proposal will be rejected. Certified Audited Statements are preferred. Internal statements may be attached only if independent statements were not prepared.

Dated at _____ this _____ day of _____, 20__.

Name of Bidder

BY _____

TITLE _____

State of _____

County of _____

_____ being duly sworn, deposes and

says that the bidder is _____ of _____
(Name of Organization)

and answers to the foregoing questions and all statements contained therein are true and correct.

Sworn to before me this ____ day of _____, 20_.

Notary of Public
My Commission expires _____

CONTRACT AGREEMENT

**Longmeadow Road Extension Project
Bid #28-21**

THIS AGREEMENT made as of ____ day of _____ in the year **2021**, by and between the City of Portsmouth, New Hampshire (hereinafter call the Owner) and _____ (hereinafter called the Contractor),

WITNESSETH; that the Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE I- Work - The Contractor shall perform all work as specified or indicated in the Contract Documents for the completion of the Project. The Contractor shall provide, at his expense, all labor, materials, equipment and incidentals as may be necessary for the expeditious and proper execution of the Project.

ARTICLE II - ENGINEER - The Director of Public Works or his authorized representative will act as engineer in connection with completion of the Project in accordance with the Contract Documents.

ARTICLE III - CONTRACT TIME - The work will commence in accordance with the Notice to Proceed. **Please note the requirements for substantial completion of all roadway, work by July 15, 2022 as noted on page 3 and the contractor will have no more than eighty (80) on site working days to complete the project. Final completion of all items shall be no later than August 15, 2022.**

ARTICLE IV - CONTRACT PRICE - Owner shall pay Contractor for performance of the work in accordance with the Contract Documents as shown under item prices in the base bid as shown in the Bid Proposal.

ARTICLE V - PAYMENT - Partial payments will be made in accordance with the Contract Documents. Upon final acceptance of the work and settlement of all claims, Owner shall pay the Contractor the unpaid balance of the Contract Price, subject to additions and deductions provided for in the Contract Documents.

ARTICLE VI - LIQUIDATED DAMAGES - In event the Contractor fails to successfully execute the work within the specified contract time the Owner shall assess the Contractor liquidated damages in the amount of **six hundred dollars (\$600)** for each calendar day beyond the specified completion date for each section of work. Liquidated damages shall be deducted from the Contract Price prior to final payment of the Contractor.

CONTRACT AGREEMENT (continued)

ARTICLE VII – CONTRACT DOCUMENTS – The Contract Documents which comprise the contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:

- 8.1 This Agreement
- 8.2 Contractor’s Bid and Bonds
- 8.3 Notice of Award, Notice to Proceed
- 8.4 Instruction to Bidders
General Requirements, Control of Work, Temporary Facilities, Measurement and Payment, Standard Specifications
- 8.5 Insurance Requirements
- 8.6 Special Conditions
- 8.7 Standard and Technical Specifications
- 8.8 Drawings
- 8.9 Special Provisions
- 8.10 Any modifications, including change orders, duly delivered after execution of this Agreement.

ARTICLE VIII – TERMINATION FOR DEFAULT – Should contractor at any time refuse, neglect, or otherwise fail to supply a sufficient number or amount of properly skilled workers, materials, or equipment, or fail in any respect to prosecute the work with promptness and diligence, or fail to perform any of its obligations set forth in the Contract, Owner may, at its election, terminate the employment of Contractor, giving notice to Contractor in writing of such election, and enter on the premises and take possession, for the purpose of completing the work included under this Agreement, of all the materials, tools and appliances belonging to Contractor, and to employ any other persons to finish the work and to provide the materials therefore at the expense of the Contractor.

ARTICLE IX – INDEMNIFICATION OF OWNER – Contractor will indemnify Owner against all suits, claims, judgments, awards, loss, cost or expense (including without limitation attorneys’ fees) arising in any way out of the Contractor’s negligent performance of its obligations under this Contract. Contractor will defend all such actions with counsel satisfactory to Owner at its own expense, including attorney’s fees, and will satisfy any judgment rendered against Owner in such action.

ARTICLE X – PERMITS –The Contractor will secure at its own expense, all other permits and consents required by law as necessary to perform the work and will give all notices and pay all fees and otherwise comply with all applicable City, State, and Federal laws, ordinances, rules and regulations.

ARTICLE XI – INSURANCE – The Contractor shall secure and maintain, until acceptance of the work, insurance with limits not less than those specified in the Contract.

ARTICLE XII – MISCELLANEOUS –

- A. Neither Owner nor Contractor shall, without the prior written consent of the other, assign, sublet or delegate, in whole or in part, any of its rights or obligations under any of the Contract Documents; and, specifically not assign any monies due, or to become due, without the prior written consent of Owner.
- B. Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives, to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.
- C. The Contract Documents constitute the entire Agreement between Owner and Contractor and may only be altered amended or repealed by a duly executed written instrument.
- D. The laws of the State of New Hampshire shall govern this Contract without reference to the conflict of law principles thereof.
- E. Venue for any dispute shall be the Rockingham County Superior Court unless the parties otherwise agree.

IN WITNESS WHEREOF, the parties hereunto executed this
AGREEMENT the day and year first above written.

BIDDER:

BY: _____

TITLE: _____

CITY OF PORTSMOUTH, N.H.

BY: _____
Karen S. Conard

TITLE: City Manager

NOTICE OF INTENT TO AWARD

Date:

TO:

IN AS MUCH as you were the low responsible bidder for work entitled:

**Longmeadow Road Extension Project
Bid #28-21**

You are hereby notified that the City intends to award the aforesaid project to you.

Immediately take the necessary steps to execute the Contract and to provide required bonds and proof of insurance within ten (10) calendar days from the date of this Notice.

The City reserves the right to revoke this Notice if you fail to take the necessary steps to execute this Contract.

City of Portsmouth
Portsmouth, New Hampshire

Judie Belanger,
Finance Director

NOTICE TO PROCEED

DATE:

**Longmeadow Road Extension Project
Bid #28-21**

TO:

YOU ARE HEREBY NOTIFIED TO COMMENCE WORK IN ACCORDANCE

WITH THE AGREEMENT DATED _____ AND ALL

WORK SHALL BE COMPLETED BY _____.

CITY OF PORTSMOUTH, N.H.

BY: _____
Peter H. Rice, PE

TITLE: Public Works Director

ACCEPTANCE OF NOTICE

RECEIPT OF THE ABOVE NOTICE TO
PROCEED IS HEREBY ACKNOWLEDGED BY

This the _____ day of _____ 20__

By: _____

Title: _____

CHANGE ORDER

Change Order Number

Date of Issuance

Owner: CITY OF PORTSMOUTH, N.H

Contractor:

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

Description:

Purpose of Change Order:

Attachments:

CHANGE IN CONTRACT PRICE

CHANGE IN CONTRACT TIME

Original Contract Price:
\$

Original Completion Date:

Contract Price prior to this
Change Order:
\$

Contract date prior to this
Change Order:

Net Increase or Decrease of
this Change Order:
\$

Net Increase or Decrease of
this Change Order:

Contract Price with all
approved Change Orders:
\$

Contract Due date with all
approved Change Orders:

RECOMMENDED:

APPROVED:

APPROVED:

by _____

by _____

by _____

by _____

PW Director

City Finance

City Manager

Contractor

PERFORMANCE BOND

(This format provided for convenience, actual Performance Bond is acceptable in lieu, if compatible)

Bond Number _____

KNOW ALL MEN BY THESE PRESENTS

that _____ as Principal, hereinafter called Contractor, and _____ (Surety Company) a corporation organized and existing under the laws of the State of _____ and authorized to do business in the State of New Hampshire as surety, hereinafter called Surety, are held and firmly bound unto the City of Portsmouth, N.H. Obligee, hereinafter called Owner, in the amount of _____ Dollars (\$ _____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. WHEREAS, Contractor has by written agreement dated _____ entered into a contract with Owner for _____ in accordance with drawings and specifications prepared by the Public Works Department, 680 Peverly Hill Road, Portsmouth, N.H. 03801, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Contractor shall well and faithfully do and perform the things agreed by him to be done and performed, according to the terms of said Contract and such alterations as may be made in said Contract during progress work, and shall further indemnify and save harmless the said Owner in accordance with the Contract and shall remedy without cost to the Owner any defect which may develop within one year from the time of completion and acceptance of the work.

The Surety hereby waives notice of any alteration in work or extension of time made by the Owner or any of its agents or representatives.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions, or
- (2) Obtain a bid or bids for submission to the Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by the Owner to Contractor under the Contract and any amendments thereto, less the amount paid by Owner to Contractor.

PERFORMANCE BOND (continued)

Any suit under this bond must be instituted before the expiration of (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this _____ day of _____

A.D., 20____.

In the presence of:

_____ BY: _____
(Witness) (Principal) (Seal)

(Surety Company)

_____ BY: _____
(Witness) (Title) (Seal)

Note:

If the Principal (Contractor) is a partnership, the Bond should be signed by each of the partners.

If the Principal (Contractor) is a corporation, the Bond should be signed in its correct corporate name by its duly authorized Officer or Officers.

If this bond is signed on behalf of the Surety by an attorney-in-fact, there should be attached to it a duly certified copy of his Power of Attorney showing his authority to sign such Bonds.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Agreement.

LABOR AND MATERIAL PAYMENT BOND

(This format provided for convenience, actual Labor and Material Bond is acceptable in lieu, if compatible)

Bond Number _____

KNOW ALL MEN BY THESE PRESENTS:

that _____

as Principal, hereinafter called Contractor, and _____ (Surety Company) a corporation organized and existing under the laws of the State of

_____ and authorized to do business in the State of New Hampshire hereinafter called Surety, are held and firmly bound unto the City of Portsmouth, N.H. Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the

amount of _____ Dollars (\$ _____), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____ entered into a

contract with Owner for _____ in accordance with drawings and specifications prepared by the Public Works Department, 680 Peverly Hill Road, Portsmouth, N.H. 03801, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract and for the hire of all equipment, tools, and all other things contracted for or used in connection therewith, then this obligation shall be void, otherwise it shall remain in full force and effect, subject however, to the following conditions:

(1) A claimant is defined as one having a direct contract with the Principal or, with a subcontractor of the Principal for labor, material, equipment, or other things used or reasonably required for use in the performance of the Contract. "Labor and material" shall include but not be limited to that part of water, gas, power, light, heat, oil and gasoline, telephone service or rental of equipment applicable to the Contract.

(2) The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such a claimant, may sue on this bond for the use of such claimant, prosecute the suit by final judgment for such sum or sums as may be

LABOR AND MATERIAL PAYMENT BOND (continued)

justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any such suit or any costs or expenses of any such suit, and principal and surety shall jointly and severally indemnify, defend and hold the Owner harmless for any such suit, costs or expenses.

(3) 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 notice to all the following:

The Principal, the Owner and the Surety above named, within six (6) calendar months 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, and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State of New Hampshire 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 all work on said contract, it being understood , however, that if any limitation embodied in this 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.

(c) Other than in a State court of competent jurisdiction in and for the county or other political subdivision of the State in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere. (4) The amount of this bond may be reduced by and to the extent of any payment of payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed on record against said improvement, whether or not claim for the amount of such lien by presented under and against this bond.

Signed and sealed this _____ day of _____, 20 _____. In the presence of:

(Witness) BY: _____
(Principal) (Seal)

(Surety Company)

(Witness) BY: _____
(Title) (Seal)

LABOR AND MATERIAL PAYMENT BOND (continued)

Note:

If the Principal (Contractor) is a partnership, the Bond should be signed by each of the partners.

If the Principal (Contractor) is a corporation, the Bond should be signed in its correct corporate name by its duly authorized Officer or Officers.

If this bond is signed on behalf of the Surety by an attorney-in-fact, there should be attached to it a duly certified copy of his Power of Attorney showing his authority to sign such Bonds.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Agreement.

CONTRACTOR'S AFFIDAVIT

STATE OF _____:

COUNTY OF _____:

Before me, the undersigned, a _____
(Notary Public, Justice of the Peace)

in and for said County and State personally appeared, _____
(Individual, Partner, or duly authorized representative of Corporate)

who, being duly sworn, according to law deposes and says that the cost of labor, material, and equipment and outstanding claims and indebtedness of whatever nature arising out of the performance of the Contract between

CITY OF PORTSMOUTH, NEW HAMPSHIRE

and _____
(Contractor)

of _____

Dated: _____

has been paid in full for Construction of: **Longmeadow Road Extension Project**

(Individual, Partner, or
duly authorized
representative of
Corporate Contractor)

Sworn to and subscribed
before me this _____ day
of _____ 20____

CONTRACTOR'S RELEASE

KNOW ALL MEN BY THESE PRESENTS that _____

(Contractor) of _____, County of _____ and State of

_____ does hereby acknowledge

that _____ (Contractor)

has on this day had, and received from the CITY OF PORTSMOUTH NEW HAMPSHIRE, final and completed payment for the Construction of:

Longmeadow Road Extension Project

NOW THEREFORE, the said _____

(Contractor)

for myself, my heirs, executors, and administrators) (for itself, its successors and assigns) do/does by these presents remise, release, quit-claim and forever discharge the City of Portsmouth, New Hampshire, its successors and assigns, of and from all claims and demands arising from or in connection with the said Contract dated _____, and of and from all, and all manners of action and actions, cause and causes of action and actions, suits, debts, dues, duties, sum and sums of money, accounts, reckonings, bonds, bills, specifications, covenants, contracts, agreements, promises, variances, damages, judgments, extents, executions, claims and demand, whatsoever in law of equity, or otherwise, against the City of Portsmouth, New Hampshire, its successors and assigns, which (I, my heirs, executors, or administrators) (it, its successors and assigns) ever had, now have or which (I, my heirs, executors, or administrators) (it, its successors and assigns) hereafter can shall or may have, for, upon or by reason of any matter, cause, or thing whatsoever; from the beginning of record time to the date of these presents.

IN WITNESS WHEREOF,

Contractor:

print name of witness: _____

By: _____
Its Duly Authorized _____

Dated: _____

GENERAL REQUIREMENTS

SCOPE OF WORK

1. INTENT OF CONTRACT

The intent of the Contract is to provide for the construction and completion in every detail of the work described. The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies required to complete the work in accordance with the terms of the Contract. The Contractor shall be required to conform to the intent of the plans and specifications. No extra claims shall be allowed for portions of the work not specifically addressed in the plans and specifications but required to produce a whole and complete project, such work will be considered subsidiary to the bid items.

2. INCIDENTAL WORK

Incidental work items for which separate payment is not measured includes, but is not limited to, the following items:

- a. Clearing, grubbing and stripping (unless otherwise paid for)
- b. Clean up
- c. Plugging existing sewers and manholes
- d. Signs
- e. Mobilization/Demobilization (unless otherwise paid for)
- f. Restoration of property
- g. Cooperation with other contractors, abutters and utilities.
- h. Utility crossings, (unless otherwise paid for)
- i. Minor items - such as replacement of fences, guardrails, rock wall, etc.
- j. Steel and/or wood sheeting as required.
- k. Accessories and fasteners or components required to make items paid for under unit prices or lump sum items complete and functional.
- m. Preparation of temporary traffic control plans (TTCP) for vehicular and pedestrian movements.

3. ALTERATION OF PLANS OR OF CHARACTER OF WORK

The Owner reserves the right, without notice to Surety, to make such alterations of the plans or of the character of the work as may be necessary or desirable to complete fully and acceptably the proposed construction; provided that such alterations do not increase or decrease the contract cost. Within these cost limits, the alterations authorized in writing by the Owner shall not impair or affect any provisions of the Contract or bond and such increases or decreases of the quantities as a result from these alterations or deletions of certain items, shall not be the basis of claim for loss or for anticipated profits by the contractor. The contractor shall perform the work as altered at the contract unit price or prices.

4. EXTRA WORK ITEMS

Extra work shall be performed by the Contractor in accordance with the specifications and as directed, and will be paid for at a price as provided in the Contract documents or if such pay items are not applicable than at a price negotiated between the contractor and the Owner or at the unit bid price. If the Owner determines that extra work is to be performed, a change order will be issued.

GENERAL REQUIREMENTS (continued)

5. CHANGE ORDERS

The Owner reserves the right to issue a formal change order for any increase, decrease, deletion, or addition of work or any increase in contract time or price. The contractor shall be required to sign the change order and it shall be considered as part of the Contract documents.

6. FINAL CLEANING UP

Before acceptance of the work, the contractor shall remove from the site all machinery, equipment, surplus materials, rubbish, temporary buildings, barricades and signs. All parts of the work shall be left in a neat and presentable condition. On all areas used or occupied by the contractor, regardless of the contract limits, the bidder shall clean-up all sites and storage grounds.

The items prescribed herein will not be paid for separately, but shall be paid for as part of the total contract price.

7. ERRORS AND INCONSISTENCY IN CONTRACT DOCUMENTS

Any provisions in any of the Contract Documents that may be in conflict with the paragraphs in these General Requirements shall be subject to the following order of precedence for interpretation.

1. Standard Specifications for Road & Bridge Construction will govern General Requirements.
2. Technical Specifications will govern Standard Specifications.
3. Plans will govern Technical Specifications, and General Requirements.
4. Special Provisions written for this contract will govern the plans.

CONTROL OF WORK

1. AUTHORITY OF ENGINEER

(a) All work shall be done under supervision of the Engineer and to his satisfaction. The Engineer will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions that may arise as to the interpretation of the plans and specifications; and all questions as to the acceptable fulfillment of the Contract by the Contractor.

(b) The Engineer will have the authority to suspend the work wholly or in part for such periods as he may deem necessary due to the failure of the Contractor to correct conditions unsafe for workers or the general public; for failure to carry out provisions of the Contract; for failure to carry out orders; for conditions considered unsuitable for the prosecution of the work, including unfit weather; or for any other condition or reason deemed to be in the public interest. The Contractor shall not be entitled any additional payments arising out of any such suspensions.

(c) The Owner reserves the right to demand a certificate of compliance for a material or product used on the project. When the certificate of compliance is determined to be unacceptable to the Engineer the Contractor may be required to provide engineering and testing services to guarantee that the material or product is suitable for use in the project, at its expense (see Sample of Certificate of Compliance).

2. PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPES

(a) The Contractor shall use every precaution to prevent injury or damage to wires, poles, or other property of public utilities; trees, shrubbery, crops, and fences along and adjacent to the right-of-way, all underground structures such as pipes and conduits, within or outside of the right-of-way; and the Contractor shall protect and carefully preserve all property marks until an authorized agent has witnessed or otherwise referenced their location.

(b) The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

(c) When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or as a result of the failure to perform work by the Contractor, the Contractor shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing rebuilding, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

(d) The Contractor shall paint with tree paint all scars made on fruit or ornamental trees by equipment, construction operations, or the removal of limbs larger than one inch in diameter. Damaged trees must be replaced if so determined by the City Arborist, in his or her sole discretion.

(e) If the Contractor fails to repair, rebuild or otherwise restore such property as may be deemed necessary, the Owner, after 48 hours notice, may proceed to do so, and the cost thereof may be deducted from any money due or which may become due the Contractor under the contract.

(f) It is the intent of the Parties that the Contractor preserve, to as great an extent as possible, the natural features of the site.

CONTROL OF WORK (continued)

3. MAINTENANCE DURING CONSTRUCTION

The Contractor shall maintain the work during construction and until the project is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and workers to ensure that the structure is kept in satisfactory conditions at all times.

4. SAFETY PRECAUTIONS

Upon commencement of work, the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions necessary to ensure the safety of employees on the site, other persons who may be affected thereby, including the public, and other property at the site or adjacent thereto.

5. PERMITS

It will be the responsibility of the Contractor to obtain all permits required for the operation of equipment in, or on, all city streets and public ways.

6. BARRICADES, WARNING SIGNS AND TRAFFIC OFFICERS

(a) The Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Roadway closed to traffic shall be protected by effective barricades. Obstructions shall be illuminated during hours of darkness. Suitable warning signs shall be provided to control and direct traffic in a proper manner, as approved by the engineer.

(b) The Contractor will be held responsible for all damage to the work from traffic, pedestrians, animals or any other cause due to lack of adequate controlling devices.

(c) The Contractor shall provide such police officers or flaggers as the Engineer deems necessary for the direction and control of traffic within the site of project.

The work prescribed herein will not be paid for separately but will be paid for as part of the Contract Price unless specifically appearing as a bid item.

TEMPORARY FACILITIES

1 . STORAGE FACILITIES

(a) The Contractor shall not store materials or equipment in a public right-of-way beyond the needs of one working day. Equipment and materials shall be stored in an approved location.

(b) The Contractor shall protect all stored materials from damage by weather or accident and shall insure adequate drainage at and about the storage location.

(c) Prior to final acceptance of the work all temporary storage facilities and surplus stored materials shall be removed from the site.

2 SANITARY FACILITIES

(a) The Contractor shall provide for toilet facilities for the use of the workers employed on the work.

(b) Temporary toilet facilities may be installed provided that the installation and maintenance conform with all State and local laws, codes, regulations and ordinances governing such work. They shall be properly lit and ventilated, and shall be kept clean at all times.

(c) Prior to final acceptance of the work all temporary toilet facilities shall be removed from the site.

3 TEMPORARY WATER

The Contractor shall make all arrangements with the local water department for obtaining water connections to provide the water necessary for construction operations and shall pay all costs.

4 TEMPORARY ELECTRICITY

The Contractor shall make all arrangements with the Eversource for obtaining electrical connections to provide the electrical power necessary for construction operations and security lighting and shall pay all electrical connection and power costs.

The Contractor shall be responsible with obtaining an electrical permit from the City Electrical Inspector.

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by himself or by anyone directly or indirectly employed by him.

AMOUNT OF INSURANCE

- A) Comprehensive General Liability:
Bodily injury or Property Damage - \$2,000,000
Per occurrence and general aggregate
- B) Automobile and Truck Liability:
Bodily Injury or Property Damage - \$2,000,000
Per occurrence and general aggregate

Coverage amounts may be met with excess policies

Additionally, the Contractor shall purchase and maintain the following types of insurance:

- A) Full Workers Comprehensive Insurance coverage for all people employed by the Contractor to perform work on this project. This insurance shall at a minimum meet the requirements of the most current laws of the State of New Hampshire.
- B) Contractual Liability Insurance coverage in the amounts specified above under Comprehensive General Liability.
- C) Product and Completed Operations coverage to be included in the amounts specified above under Comprehensive General Liability.

ADDITIONAL INSURED

All liability policies (including any excess policies used to meet coverage requirements) shall include the City of Portsmouth, New Hampshire and State of NH as named Additional Insureds.

- 1) The contractor's insurance shall be primary in the event of a loss.
- 2) City of Portsmouth shall be listed as a Certificate Holder. The City shall be identified as follows:

City of Portsmouth
Attn: Legal Department
1 Junkins Avenue
Portsmouth, NH 03801

MEASUREMENT AND PAYMENT

1. MEASUREMENT OF QUANTITIES

- (a) All work completed under the contract will be measured according to the United States standard measure.
- (b) The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice. Unless otherwise stated all quantities measured for payment shall be computed or adjusted for "in place" conditions.
- (c) Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures having an area of 9 square feet or less. Unless otherwise specified, transverse measurements for area computations will be the dimensions shown on the plans or ordered in writing.
- (d) Structures will be measured according to lines shown on the plans or as ordered unless otherwise provided for elsewhere in the specifications.
- (e) In computing volumes of excavation, embankment, and borrow, the average end area method will be used. Where it is impracticable to measure by the cross-section method, acceptable methods involving three-dimensional measurement may be used. When measurement of borrow in vehicles is permitted, the quantity will be determined as 80 percent of the loose volume.
- (f) In computing volumes of concrete, stone and masonry, the prismoidal method will be used. The term "ton" will mean the short ton consisting of 2,000 pounds avoirdupois.
- (g) Except as specified below, all materials that are measured or proportioned by weight shall be weighed on scales which the Contractor has had sealed by the State or by a repairman registered by the Commissioner of Agriculture. 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.
- (h) 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 and approved. Out-of-state weighing in order to be approved, must be performed by a licensed public weigh master or a person of equal authority in the state concerned on scales accepted in the concerned state.
- (i) Each truck used to haul material being paid for by weight shall bear a plainly legible identification mark, and if required, shall be weighed empty daily at such times as directed.
- (j) 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; the material or commodity; the dealer or vendor; the Contractor or Subcontractor; the location of the scales; the vehicle registration number or other approved legible identification mark; the tare and net weights, with gross weights when applicable; and the weigher's signature or his signed initials.
- (k) The right is reserved to weight any truck, trailer, or distributor, at locations designated, before and after making deliveries to the project.
- (l) Bituminous materials will be measured by the gallon or ton.
- (m) When material is specified to be measured by the cubic yard but measurement by weight is approved, such material may be weighed and the weight converted to cubic yards for payment purposes. Necessary conversion factors will be determined by the Owner.

MEASUREMENT AND PAYMENT (continued)

(n) The term "lump sum" when used as an item of payment will mean complete payment for the work described in the item.

(o) When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories, so as to provide the item complete and functional. 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.

(p) Material wasted without authority will not be included in the final estimate.

2. SCOPE OF PAYMENT

(a) The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials and for performing all work under the contract in a complete and acceptable manner and for all risk, loss, damage or expense of whatever character arising out of the nature of the work or the prosecution thereof.

(b) The Contractor shall be liable to the Owner for failure to repair, correct, renew or replace, at his own expense, all damage due or attributable to defects or imperfections in the construction which defects or imperfections may be discovered before or at the time of the final inspection and acceptance of the work.

(c) No monies, payable under the contract or any part thereof, except the first estimate, shall become due or payable if the Owner so elects, until the Contractor shall satisfy the Owner that the Contractor has fully settled or paid all labor performed or furnished for all equipment hired, including trucks, for all materials used, and for fuels, lubricants, power tools, hardware and supplies purchased by the Contractor and used in carrying out said contract and for labor and parts furnished upon the order of said Contractor for the repair of equipment used in carrying out said contract; and the Owner, if he so elects, may pay any and all such bills, in whole or in part, and deduct the amount of amounts so paid from any partial or final estimate, excepting the first estimate.

3. COMPENSATION FOR ALTERED QUANTITIES

(a) Except as provided for under the particular contract item, when the accepted quantities of work vary from the quantities in the bid schedule the Contractor shall accept as payment in full, so far as contract items are concerned, at the original contract unit prices for the accepted quantities of work done. No allowance will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor resulting either directly from such alterations or indirectly from unbalanced allocation among the contract items of overhead expense on the part of the Bidder and subsequent loss of expected reimbursements therefore or from any other cause.

(b) Extra work performed will be paid for at the contract bid prices or at the price negotiated between the Owner and the Contractor if the item was not bid upon. If no agreement can be negotiated, the Contractor will accept as payment for extra work, cost plus 15% (overhead and profit). Costs shall be substantiated by invoices and certified payroll.

4. PARTIAL PAYMENTS

Partial payments will be made on a monthly basis during the contract period.

MEASUREMENT AND PAYMENT (continued)

5. FINAL ACCEPTANCE

Upon due notice from the Contractor of presumptive completion of the entire project, the Engineer will make an inspection. If all construction provided for and contemplated by the contract is found complete to his satisfaction, this inspection shall constitute the final inspection and the Engineer will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of the final inspection.

If, however, the inspection discloses any work in whole or in part, as being unsatisfactory, the Engineer will give the Contractor the necessary instructions for correction of such work, and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection provided the work has been satisfactorily completed. In such event, the Engineer will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

6. ACCEPTANCE AND FINAL PAYMENT

(a) When the project has been accepted and upon submission by the Contractor of all required reports, completed forms and certifications, the Owner will review the final estimate of the quantities of the various classes of work performed. The Contractor may be required to certify that all bills for labor and material used under this contract have been paid.

(b) The Contractor shall file with the Owner any claim that the Contractor may have regarding the final estimate at the same time the Contractor submits the final estimate. Failure to do so shall be a waiver of all such claims and shall be considered as acceptance of the final estimate. After approval of the final estimate by the Owner, the Contractor will be paid the entire sum found to be due after deducting all previous payments and all amounts to be retained or after all amounts deducted.

(c) All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

7. GENERAL GUARANTY AND WARRANTY OF TITLE

(a) Neither the final certification of payment nor any provision in the contract nor partial or entire use of the improvements embraced in this Contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express or implied warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of twelve (12) months from the date of final acceptance of the work. The Owner will give notice of defective materials and work with reasonable promptness.

(b) No material, supplies or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease purchase or other agreement by which an interest therein or in any part thereof is retained by the Seller or supplier. The Contractor shall warrant good title to all materials, supplies and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Owner free from any claims, liens or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have the right to a lien upon any improvements or appurtenances thereon.

MEASUREMENT AND PAYMENT (continued)

Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Owner. The provisions of this paragraph shall be inserted in all subcontractors and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

8. NO WAIVER OF LEGAL RIGHTS

(a) Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or be stopped from recovering from the Contractor or his Surety, or both, such overpayment as it may sustain by failure on the part of the Contractor to fulfill his obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

(b) The Contractor, without prejudice to the Contract shall be liable to the terms of the Contract, shall be liable to the Owner for latent defects, fraud or such gross mistakes as may amount to fraud, and as regards the Owner's right under any warranty or guaranty.

9. TERMINATION OF CONTRACTOR'S RESPONSIBILITY

Whenever the improvement provided for by the Contract shall have been completely performed on the part of the Contractor and all parts of the work have been released from further obligations except as set forth in his bond and as provided in Section 8 above.

STANDARD SPECIFICATIONS

The Standard Specifications for Road and Bridge Construction of the State of New Hampshire Department of Transportation and any Addenda shall apply but without regard to Section 100 “General Conditions” of those Standard Specifications and without regard to any of those NHDOT provisions that allow for an adjustment for changing fuel and asphalt prices.

SUPPLEMENTAL SPECIFICATION

SECTION 13100

MANAGEMENT & DISPOSAL OF SOILS AND GROUNDWATER

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This work shall include the management, transport, treatment and/or disposal of soils and groundwater transported and disposed of at an offsite facility.

1.2 REQUIREMENTS

- A. Unless specified or indicated, monitoring, testing, treatment (or disposal) of regulated soils and groundwater, or other materials, including sampling protocols and testing shall conform to applicable regulations, including but not limited to:
 - 1. New Hampshire Hazardous Waste Rules He-P 1905.
 - 2. RSA 146-A, RSA 146-C, and RSA 146-D, (Administered by the NHDES Water Supply and Pollution Control Division).
 - 3. RSA 147-A, and RSA 147-B, (Administered by the NHDES Waste Management Division).
 - 4. RSA 125-C (Administered by the NHDES Air Resources Division).
 - 5. US Laws 29 Code of General Regulations (CRF) 1910 OSHA (Hazardous Materials Training).
- B. Work shall include documenting and tracking all excavation materials (regulated and non-regulated) in accordance with applicable local, state and federal regulations. Said documentations will be provided to the owner upon project completion or upon request.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Contractor shall prepare and implement a Health and Safety Plan (HASP) for open excavations. (Section 13710)

PART 3 – EXECUTION

SURPLUS MATERIAL

3.1 CONSTRUCTION REQUIREMENTS

- A. Notify Owner immediately upon encountering soils regulated for disposal (or soils that are suspected to be regulated for disposal).
- B. Segregate regulated soils from non-regulated materials.
- C. Incorporate all regulated soils into project backfill wherever possible, and as soon as possible.
- D. The Engineer and the Owner reserve the right (utilizing an environmental consultant) to field screen surplus excavated material and claim material to be incorporated into the project as backfill, whether regulated or un-regulated.
- E. Regulated soils that represent a threat to the environment or groundwater shall be

appropriately secured and covered during stockpiling to prevent emissions or leaching of contaminants into groundwater. Covers shall be secured to prevent displacement or damage from wind, rain or other adverse weather conditions.

3.2 REGULATED SOIL DISPOSAL

- A. The method of disposal of soils shall be approved by the Engineer and the Owner's representatives.
- B. The City will pay for disposal of soils if needed with no additional markup allowed from the Contractor.
- C. The City will reimburse the Contractor as needed with no additional mark up for trucking the material to the disposal site.

3.3 REGULATED GROUNDWATER DISPOSAL

- A. In order to facilitate the treatment of potential contaminated groundwater, the Contractor shall obtain a Temporary Ground Water Discharge Permit from NHDES or authorization to discharge groundwater to the Owner's sanitary sewer system. A Temporary Surface Water Discharge Permit will require obtaining a NPDES permit exclusion from the United States Environmental Protection Agency for this activity.
- B. Review trench dewatering methods and groundwater disposal with the Owner. Obtain owner approval for any special handling of groundwater.
- C. Health and Safety precautions shall conform to the approved Project Health and Safety Plan.

END OF SECTION

SUPPLEMENTAL SPECIFICATION
SECTION 13710
HEALTH AND SAFETY PLAN
REQUIREMENTS PART 1 - GENERAL

1.1 DESCRIPTION

A. This work shall consist of preparing and implementing a Health and Safety Plan (HASP) to establish protocols necessary for protecting workers and the general public from potential hazards during excavation, backfill and pipe installations. Excavated soils encountered in urban development areas often include petroleum contaminants from leaking underground storage tanks (UST's), ash and VOC's as well as other naturally occurring or man-made compounds that may be regulated such as arsenic. The HASP is meant for all personnel associated with excavation, pipe laying, backfill and/or trenching operations and other personnel observing the work who could come in contact with regulated soils, compounds, materials and groundwater. The HASP shall be prepared in accordance with 29 CFR 1910.120.

1.2 REQUIREMENTS

- A. The Contractor shall develop a HASP using these requirements as a baseline and incorporating additional requirements where necessary. The HASP must establish in detail the protocols necessary for protecting workers and potential off-site receptors from any potential hazards encountered during construction.
- B. The HASP shall address the safe work practices and engineering safeguards to be employed for the work performed by the Contractor. These shall include but not be limited to the following:
1. Descriptions of personal protective equipment and clothing used as part of the different levels of protection. Respiratory protection shall also be addressed. The Contractor shall maintain an air quality monitor (for VOC detection) and explosimeter, to aid in the quick detection of methane or other potentially explosive gasses.

1.3 SUBMITTALS

- A. The HASP shall be submitted to the Engineer a minimum of fourteen (14) days prior to earthwork.
- B. A Closeout Safety Report shall be submitted by the contractor to the Engineer on completion of the work. This report shall summarize the weekly safety reports and provide an overview of the contractor's performance with regard to the HASP requirements.
- C. Accident Reports.

1.4 LEVELS OF PROTECTION

- A. The Contractor shall include in the HASP a list of tasks and specific levels of protection for each task. Levels of protection may be upgraded or downgraded during site activities, based upon air monitoring results, meteorological conditions and the professional judgment of the SSHO.

1.5 PERSONAL SAFETY EQUIPMENT AND PROTECTIVE CLOTHING

- A. The Contractor shall provide on-site personnel with appropriate safety equipment and protective clothing, when required by the HASP and shall ensure that all safety equipment and protective clothing is kept clean and well maintained. Specific levels of respiratory, and clothing protection shall be established in the HASP.

1.6 AIR MONITORING

- A. General Requirements
 - 1. The Contractor shall develop and implement an Air Monitoring Program to detect and quantify any volatilization of soil contaminants or release of soil particles associated with the work and the surrounding air. The program shall be consistent with the requirements of this section and submitted as part of HASP for review by the Engineer.
 - 2. Information gathered during the air-monitoring program shall be logged and included in the project records and safety and health record file.

PART 2 - PRODUCTS

(NOT PART OF THIS SECTION)

PART 3 - EXECUTION

(NOT PART OF THIS SECTION)

PART 4 – METHOD OF MEASUREMENT

(NOT PART OF THIS SECTION)

PART 5 – BASIS OF PAYMENT

- 5.1 The items required under this Health and Safety Plan Specification are subsidiary to the 692 Pay Item.

<u>Pay item</u>		<u>Pay unit</u>
692	Mobilization	Unit

END OF SECTION

SUPPLEMENTAL SPECIFICATION

TRASH AND JUNKYARD DEBRIS

REMOVAL PART 1 - GENERAL

1.1 DESCRIPTION

- A. This work shall include the removal and lawful disposal of miscellaneous debris, trash, and solid waste located within the Limit of Work indicated on the Drawings.

1.2 DEFINITIONS

- A. Limit of Work – Area delineated on Drawings that defines the extent of work under the Contract.

1.3 REGULATORY REQUIREMENTS

- A. Comply with all applicable federal, state, and local environmental, safety and health requirements regarding the recycling or disposal of miscellaneous debris, trash, solid waste and demolition debris, as applicable.
- B. Conform to procedures identified in Section 13710 – Health and Safety Plan Requirements if hazardous or contaminated materials are discovered.

PART 2 - PRODUCTS

NOT USED

PART 3 – CONSTRUCTION REQUIREMENTS

3.1 DISPOSAL

- A. Legally dispose of or recycle all materials from within the limit of work. The disposal site shall be permitted to accept the waste stream by the applicable State Agency. Perform the loading of trash materials in a manner that prevents materials and activities from generating excessive dust and ensures minimum interference with roads, sidewalks and streets both onsite and offsite.
- B. Provide evidence that the trash materials have been received at a legal disposal, recycle, reuse or salvage location. Such proof may include truck weigh slips from an approved disposal facility or documentation of transfer of title. Transport of all materials off site shall be in accordance with applicable Department of Transportation Regulations. All materials leaving the site shall become the property of the Contractor.

3.2 SITE RESTORATION

- A. Restore damaged areas of the site or neighboring properties and stabilize slopes in accordance with the erosion and sedimentation control requirements of the Contract and the stormwater permit.
- B. Loam and seed all disturbed areas in accordance with NHDOT Standard

Specifications PART 4 – METHOD OF MEASUREMENT

- 4.1 Miscellaneous debris, trash, and solid waste will be measured by the tonnage of debris removed from the limit of work.

PART 5 – BASIS OF PAYMENT

5.1 Payment shall be full compensation for the removal and legal disposal of all materials from within the limit of work.

Pay item	Unit:
TR – Trash and Junkyard Debris Removal (F)	Ton

END OF SECTION

Special Provisions

Amendments to Standard Specifications:

108	Prosecution and Progress
306.112	Reclaimed Stabilized Base, 12"
403.11	Hot Bituminous Pavement, Machine Method
604	Catch Basins, Drop Inlets, and Manholes Frames, Grates and Covers
608.2	Sidewalks
611.811	Relocate Existing Hydrant
615	Sign Material and Post Requirements
618	Uniformed Officers and Flaggers
619	Maintenance of Traffic
625	Light Pole Bases

Appendix 1

Alteration of Terrain Permit

NHDOT Environmental Evaluation

PORTSMOUTH

April 2021

SPECIAL PROVISION

AMENDMENT TO SECTION 108 – PROSECUTION AND PROGRESS

Item 108.04 – Limitation of Operations

Amend Section 108 to include:

Description

Amend 108.04: Construction operations shall be conducted to ensure the least interference with traffic, with due regard to the location of detours and to the provisions for handling traffic. The roadway is to be constructed mostly out of traffic to the degree possible. The Engineer may require the Contractor to finish a portion of the Project before work is started on any additional portions of the Project if the opening of such portion is essential to public needs.

SPECIAL PROVISION

AMENDMENT TO SECTION 306, RECLAIMED STABILIZED BASE

Item 306.112 – Reclaimed Stabilized Base, 12"

Amend Section 306 to include:

Description

Add 1.2: The following work shall be included in the item:

- 1.2.1 Lower existing utility structures to a depth below the material to be scarified.
- 1.2.2 Prepare road surface in accordance with reclaimer manufacturer recommendations.
- 1.2.3 Reclaim roadway to specifications listed below.
- 1.2.4 Regrade stabilized base according to typical section.
- 1.2.5 Provide additional material or remove excess material to achieve the required profile and cross-section.
- 1.2.6 Raise existing utility structures and adjust to grade.

Add 1.3: The following work shall not be included in the item:

- 1.3.1 Reclamation of pavement beyond the limit of work for the convenience of the Contractor. Strict attention shall be made to minimize damage to pavement outside the limit of work.

Material Requirements

Amend 2.1.1: to the following gradation:

Sieve Designation	% Passing by Weight
2"	100
1 1/2"	70-100
3/4"	55-90
#4	40-75
#40	10-30
#200	3-10

Add 2.1.4: Additional stone for reclaimed stabilized base shall be 1 1/2" – 2" angular crushed stone.

Construction Requirements

Add 3.1.1: Use only a self-propelled or towed reclaiming machine specifically designed to process the existing asphalt surface and a specified amount of subsurface gravel to the tolerances specified herein.

Add 3.1.2: Equipment Needed: Hammer Mill, Bomag type reclaimer or other approved equivalent, grader, water truck, vibratory roller, towing unit for reclaiming unit if not self-propelled.

Add 3.5.1: If required by the engineer, Contractor shall take samples of the existing pavement and base gravel to determine the need for additional gravel and bituminous asphalt. Samples shall be taken at an interval of not less than one every 200 linear feet of roadway to be reclaimed.

Add 3.5.2: Testing shall be performed at an NHDOT approved laboratory in accordance with AASHTO T 164.

Amend 3.12: The Contractor shall allow the Owner / Engineer to test the reclaimed base material to determine if additional stone must be added. Contractor shall provide and add the stone at locations and depths determined by the Engineer. Stone shall be blended with the reclaimed material using an approved reclaimer to the depth specified after the removal of the extraneous reclaimed material has taken place. Additional mobilization of the reclaimer is incidental to the pay item.

Add 3.13: Rehandling of Reclaimed Stabilized Base materials shall be limited to materials requiring excavation, loading and hauling for use within the project limits. Rehandling of materials by means of a grader to obtain the specified roadway elevations is incidental to pay items 306.112.

Add 3.14:

3.14.1 All utility structures shall be lowered to prevent damage by the processing.

3.14.3 The road surface and an approximately equal thickness of gravel base shall be reclaimed.

Add 3.15: Reclaiming

3.15.1 Apply water to insure optimum water content.

3.15.2 The reclaimer shall process the material to the specified gradation.

3.15.3 The process shall be repeated until the "Stabilized Base" meets the required specification.

Add 3.16: Placement of the Stabilized Base

3.16.1 Where specified remove the stabilized base and perform the necessary regrading of the underlying roadbed in accordance with the plans and profiles, typical specifications or as directed by the Engineer.

3.16.2 The stabilized base shall be compacted in accordance with NHDOT Section 304, "Aggregate Base Course", current edition.

3.16.3 The finish grade shall not vary more than plus or minus a quarter inch (+/- 1/4") from a ten foot (10') straight line applied parallel to or perpendicular to the centerline.

3.16.4 Excess material becomes the property of the contractor unless otherwise specified on the contract drawings

Add 3.14: Contractor shall sawcut existing drives in accordance with the standard details on the plans.

Method of Measurement

Amend 4.1: Reclaimed Stabilized Base, of the depth specified will be measured by the square yard to the nearest 1.0 square yard.

Add 4.4: Reclaimed Stabilized Base (Blend Crushed Stone), of the depth specified will be measured by the square yard to the nearest 1.0 square yard.

Add 4.5: Reclaimed Stabilized Base Rehandled for Base Materials will be measured by the cubic yard in place and compacted to the nearest 0.1 cubic yard.

Basis of Payment

Amend 5.1: Reclaimed Stabilized Base, of the depth specified will be paid for at the Contract unit price, complete in place.

Add 5.4: Reclaimed Stabilized Base (Blend Crushed Stone), of the depth specified will be paid for at the Contract unit price, complete in place.

Add 5.5: Reclaimed Stabilized Base Rehandling for Base Materials will be paid for at the Contract unit price, complete in place.

Add 5.6: Reconstructing and adjusting all utilities will be subsidiary to the reclaimed stabilized base. This includes, but is not limited to catch basins, drop inlets, drain manholes, sewer manholes, water gates, water shutoffs and communication manholes. All structures shall be reconstructed/adjusted immediately following the reclaim

<u>Pay Item</u>		<u>Pay unit</u>
306.112	12" Reclaimed Stabilized Base	Square Yard
306.36	Stone for Reclaimed Stabilized Base (Blended in Place)	Ton

SPECIAL PROVISION

AMENDMENT TO SECTION 401 AND 403 ASPHALT PAVEMENT

Item 403.11 – Hot Bituminous Pavement, Machine Method

Description

- 1.1 This work shall consist of furnishing and installing bituminous pavement courses in accordance with Sections 401 of the NHDOT Standard Specifications for Road and Bridge Construction (latest edition) and as specified in this section.
- 1.2 All references to NHDOT, NHDOT Personnel or the Department may be construed as the Engineer, the City of Portsmouth, their agents and representatives.
- 1.3 Work shall conform to NHDOT Section 401, Tier 2 except as noted herein:
 - 1.3.1 Ride Smoothness: Section 401.3.17.3.4.1 shall apply except variations exceeding 3/8 inch in profile or cross slope shall be eliminated.
 - 1.3.2 Ride smoothness: Section 401.3.17.3.4.4 shall apply except high points 0.5 inches in 25 shall be corrected.

Materials:

- 2.1 **Materials:** Materials shall conform to NHDOT 401 except the following:
 - 2.1.1 **The maximum amount of Total Reused Binder (TRB) in the pavement mix shall be 0.5% and the mix shall meet all volumetric mix design criteria.**
 - 2.1.2 Asphalt Cement shall not contain any form of used, recycled or refined oil. Suppliers of PG Binder shall certify that the PG Binder does not contain any used, recycled or refined oil.
 - 2.1.3 All 3/4" (19mm) and 1 inch (25mm) pavement mixes shall be designed using the 50 gyration N design, unless otherwise specified.
 - 2.1.4 Liquid asphalt cement binder shall have Performance Grade (PG) of PG64-28 for all standard bituminous and PG 64-E for all high strength bituminous pavements. NHDOT QC/QA Specifications shall be followed for high strength mixes.
 - 2.1.5 All high strength asphalt, when specified, shall be 50 gyration unless otherwise specified.
- 2.2 **Pavement Mix Designs:** Pavement mix designs shall meet NHDOT Section 401.2.5.1 except the following:
 - 2.2.1 Minimum asphalt binder content shall be as follows:

Minimum Asphalt Binder Content		
Mix Type	50 Gyration	75 Gyration*
3/8-in (9.5mm)		5.9%
1/2-in (12.5mm)	5.9%	*
3/4-in (19.0mm)	5.3%	*

The required minimum asphalt content is based on the use of aggregate with a specific gravity of 2.65 to 2.70. The minimum asphalt content requirement may be adjusted when aggregate with higher specific gravity is used, or the minimum may be adjusted at the Engineer’s discretion if it is believed to be in the best interest of the Owner. All mix designs shall be submitted to the Engineer for verification and approval. *75 Gyration mix with stone size above 3/8” not allowed without expressed written permission of the Engineer.

- 2.2.2 Method requirements NHDOT Section 401.2.6 shall include the following:
 - 2.2.2.1 Coarse Aggregate: Stockpiled coarse aggregate shall meet the requirements of 2.6.1, Table 2.
 - 2.2.2.2 Tolerances: All mixtures shall conform within range of tolerances provided in NHDOT Section 401.2.6.2.
 - 2.2.2.3 When Non-Compliant test result, it shall be the Contractor’s responsibility to correct non-compliant pavement. The Contractor may be required to remove non-compliant material that is poorly graded or material exhibiting cracks, open joints or other imperfections. **No payment will be made for this material or its removal.**

Construction Requirements: Construction requirements shall be in accordance with Section 401 of the NHDOT Standard Specifications **and** as specified in this section.

- 3.1 Prior to placing any mix, a pre-paving conference shall be held with the Owner, Contractor, and Engineer to discuss the proposed paving schedule, source mix, type and amount of equipment to be used, sequence of paving pattern, rate of mix supply, traffic control, and general continuity of the operation. Special attention shall be made to the paving pattern sequence to minimize cold joints.
- 3.2 The Contractor shall notify the Engineer one week in advance of paving operations to allow sufficient time for scheduling personnel.
- 3.3 Any pavement course four inches (compacted depth) or greater shall be placed and compacted in two lifts.
- 3.4 Existing pavement or previously laid courses shall be thoroughly dry and free from all dust, dirt, and loose material. Sweeping with a power broom, supplemented by hand brooming, may be necessary.
- 3.5 Surfaces of any pavement course shall have a tack coat of emulsified asphalt applied in accordance with NHDOT Specifications. Application of emulsified asphalt shall be between 0.02 and 0.05 gal/yd².

- 3.6 Joint adhesive shall be used for all transverse and lateral seams when placing more than 100 tons of asphalt or more. This item is subsidiary unless a separate pay item is provided.**
- 3.7** Utility covers, frames and grates, valves and other castings shall be set and raised. Contact surfaces of the drainage and utility castings shall be painted with a thin coating of suitable bituminous material. Surface pavement shall be removed from covers and casting immediately following pavement operations. Open grates shall be covered to ensure pavement material does not fall into structure.
- 3.8** Method requirements NHDOT Section 401.3.1.2 shall apply.
- 3.9** In addition to 3.7 above, refer to Section 1.3 for additional QC/QA requirements.
- 3.10** Contractor shall place 1-1/2” (compacted thickness - minimum) of temporary pavement at all trench locations at the end of each week.
- 3.11** In the event of an unanticipated long-term shut-down (Winter, etc.), the Contractor shall place 2” (compacted thickness) of temporary pavement as required. Contractor shall submit request to the City for approval. Upon approval, the Engineer will determine the extent and limits of temporary pavement required.

Method of Measurement:

Add 4.2: Temporary bituminous pavement placed for trenches on a weekly basis will not be measured for payment.

Add 4.3: Temporary bituminous pavement placed for shut-down purposes will be measured by the ton compacted in place, to the nearest 0.1 ton at the direction of the Engineer.

<u>Pay item</u>		<u>Pay unit</u>
403.11	Machine Method	Ton
403.12	Hand Method	Ton

SPECIAL PROVISION

**AMENDMENT TO SECTION 604 CATCH BASINS, DROP INLETS, AND MANHOLES
FRAMES, GRATES AND COVERS**

Amend Section 604 to include:

Description

Add 1.4: All structures throughout the project shall be constructed of the same materials.

Materials

Amend 2.5: Concrete masonry units shall conform to the requirements of ASTM C139 with a minimum compressive strength of 3000 pounds per square inch when tested by the method in ASTM C116.

Amend 2.7: Castings shall be gray iron, Class 30, conforming to AASHTO M105, unless otherwise specified.

Add 2.8.1: Catch basin grates shall be N.H.D.O.T. Standard detail type B in pavement areas and Type C in non-pavement areas unless otherwise shown on the Drawings. Grates shall be manufactured by LeBaron, Neenah, or EastJordan.

Add 2.11: Catch basin frames and grates either new or to be replaced shall NHDOT Type B and be fabricated in the USA.

Add 2.12: Drain manhole frames and covers shall dual hinged, Ergo XL from EJIW or approved equal– 41421043L01 with “DRAIN” lettering on cover. 32” Hinged and gasketed with locking cam and be fabricated in the USA.

Add 2.14: Composite hood devices shall be constructed of molded High Density Polyethylene (HDPE) with an Anti-syphon opening.

2.14.1 Install composite hood devices in structures in accordance with manufacturer’s instructions. Only install hoods as directed by Engineer.

2.14.2 Multiple piece construction will not be allowed.

2.14.3 Mounting hardware shall be used as needed or provided by the manufacturer.

Add 2.15: The Contractor shall submit Shop Drawings and manufacturer's literature in conformance with the standard General Conditions of the construction contract.

Construction

Add 3.1.3: Sides of catch basins shall be made of precast concrete barrel sections (except proposed square structures) or cast-in-place concrete. Pipe connections will be made with rubber boot connections. Solidly fill annular spaces around pipes entering the catch basin with non-shrink grout. When necessary, cut openings carefully to prevent damage to risers and tops. Replace all damaged risers and tops at no additional expense to the Owner.

Add 3.1.4: All Catch Basins shall be provided with polyethylene liners.

Add 3.1.5: If necessary, adjust the tops of catch basins to grade with brick masonry. Do not permit water to rise over newly made joints until after inspection by the Engineer. Unreinforced Concrete

rings are not acceptable for adjusting to grade. Completely fill all voids beneath the bottom flange to make a watertight fit.

Add 3.10: All test pits shall be conducted prior to ordering drainage materials. Test pits are required at all locations shown on plans and as directed by the engineer.

Add 3.11: All drain manholes shall have brick inverts as shown on the drawings.

Method of Measurement

Amend 4.1: Catch basins, drop inlets, and manholes will be measured by the number of units installed.

Amend 4.2: Remove ‘adjusting’.

Amend 4.3: Frames with grates or manhole covers will be measured by the number of units installed except when they are a part of a structure measured under 4.1. A cover and frame will be a unit; and a grate and frame will be a unit. Installation of sewer manhole frames and covers will be measured by the number of units installed.

Basis of Payment

Add 5.3.1: Removal and disposal of existing frames and grates shall be subsidiary.

Add 5.6: Adjustments from binder to final grade for all proposed drop inlets, catch basins and manholes shall be included under item 604.124. All adjustments to new manholes, drop inlets and catch basins shall be subsidiary to the cost of the structure. No extra payment shall be made for lowering or raising structures for reclaiming activities. Item 604.124 will provide for one adjustment during the course of the project for final paving. If the construction sequencing requires more than one adjustment to structures the additional quantity will be the responsibility of the contractor.

<u>Pay Item</u>		<u>Pay unit</u>
604.0007	Poly Liner for CB	Each
604.124	New Catch Basin	Each
604.325	New 5’ Diameter Drain Manhole	Each
604.62	Provide and Install DMH Frame & Cover	Each
604.72	Provide and Install CB Frame & Grate	Each
604.74	High Capacity Frame and Grates	Each

**SPECIAL PROVISION
AMENDMENT TO SECTION 608 - SIDEWALKS**

Item 608.2 – Sidewalks

Amend Section 608 to include:

Description

Amend 1.1: This work shall consist of constructing sidewalks of Portland cement concrete, reinforced when specified. Portland cement concrete sidewalks shall receive a protective coating unless otherwise directed.

Materials

Amend 2.3: Reinforcement shall conform to 544.7. (Synthetic Fibers)

Method of Measurement

Amend 4.1: Sidewalks will be measured by the square yard to the nearest 0.1 square yard. The area occupied by the curb will not be included in the final pay quantity.

Basis of Payment

Amend 5.1: Sidewalks will be paid for at the Contract unit price per square yard complete in place.

<u>Pay item</u>	<u>Pay unit</u>
608.26 6” Concrete Sidewalks (Accessible Ramps and immediate sidewalk)	Square Yard

SPECIAL PROVISION
AMENDMENT TO SECTION 611
Item 611.811 – Relocate Existing Hydrant

Description

This Section covers the relocation all hydrants, valves and appurtenances as indicated on the drawings and as specified herein.

Materials

- A. Valves shall open **right (clockwise)**.
- B. Hydrants shall open **right (clockwise) and will be provided or the existing will be reused**.

2.01 HYDRANTS:

- A. Hydrants shall conform to the requirements of AWWA C502. They shall be equipped with a 5-1/4-inch main valve and 6-inch mechanical joint inlet.
- B. Hydrants shall have one 4-1/2-inch pumper and two 2-1/2- inch hose connections. Threads shall be NST.
- C. Hydrant operating and nozzle cap nuts shall be of pentagonal shape and measure one and one half inches from flat to point. The height of the nut shall not be less than one inch.
- D. All internal operating parts including main valve, main valve seat, drain valve mechanism, operating rod, etc., shall be removable without excavating.
- E. Main valve seats shall be made of brass or bronze, and shall screw into a seat ring or sub-seat, which shall also be made of brass or bronze.
- F. Hydrants shall be traffic models with frangible bolts or breakaway couplings. Details of hydrant design shall meet the requirements of the Owner.
- G. For purposes of standardization, hydrants shall be Kennedy Model K-81A or as approved equal by the engineer.

2.02 HYDRANT PAINT:

- A. Hydrants shall be thoroughly cleaned.
- B. Hydrants shall be delivered with the Owner's standard color, they shall be given one matching field coat of an alkyd gloss enamel after installation and testing.
- C. Hydrant paint shall be as manufactured by Sherwin-Williams, Cleveland, OH; Tnemec

Company, Inc., Kansas City, MO; or Minnesota Mining and Manufacturing Co. (3M), St. Paul, MN; or approval equal.

- D. Alkyd gloss enamel shall be 801 DTM by Sherwin-Williams, 2H-Tneme by Tnemec; or approved equal. Reflective paint shall be Scotchlite #7211 by 3M.

2.03 RESILIENT SEAT GATE VALVES:

- A. Resilient seat, wedge type gate valves shall be manufactured to meet all applicable requirements of AWWA C509 or AWWA C515. All valves shall be bubble-tight at 200 psi water working pressure, tested in both directions.
- B. Valve bodies shall be of cast or ductile iron and shall have non-rising threaded bronze stems acting through a bronze stem nut. Opening nuts shall be 2-inches square and shall open as specified above. All buried valves shall have mechanical joint ends.
- C. Valve wedges shall be of ductile iron with resilient seating surfaces permanently bonded to the wedges in strict accordance with ASTM D429 or attached to the face of the wedges with stainless steel screws. Each valve shall have a smooth, unobstructed water way free from sediment pockets.
- D. Valves shall have low friction, torque-reduction thrust bearings. All O-rings and gaskets shall be removable without taking the valves out of service.
- E. An NSF 61-approved epoxy coating, which is safe for potable water, shall be applied to exterior and interior valve surfaces.
- F. Valves for horizontal applications shall have Delrin wedge covers, and be specifically designed for horizontal installation.
- G. Resilient seat gate valves shall be as manufactured by Clow Valve Co., Oskaloosa, IA; Mueller Co., Decatur, IL; American Valve and Hydrant; Birmingham, AL; Waterous Co., S. St. Paul, MN; MH Valve, Anniston, AL; Kennedy Valve, Elmira, NY; or approved equal.
- H. Post indicating valve assemblies shall have a post and indicator as an integral part of the resilient seated gate valve assembly. The unit shall be provided with a detachable crank which OPENS the valve in a counterclockwise direction. Shafts shall be Type 304 stainless steel. Post indicators and valves shall be UL listed, FM approved. Post indicators and valves shall be as manufactured by Pratt, Clow or approved equal.

2.06 TAPPING SLEEVES AND VALVES:

- A. Tapping sleeves and valves shall consist of a split ductile iron sleeve tee with mechanical joint ends on the main and a flange on the branch. Tapping-type gate valves shall have one flange and one mechanical joint end. The valves shall conform to the requirements hereinbefore specified for gate valves and shall be furnished with a 2-inch square operating nut. The Contractor shall be responsible for verifying the outside diameter of the pipe to be tapped.

- B. Oversized valves shall be provided as required to permit the use of full size cutters. Before backfilling, all exposed portions of bolts used to hold the two halves of the sleeve together shall be heavily coated with two coats of bituminous paint comparable to Inertol No. 66, Special Heavy. Sleeves shall be of cast iron furnished with rubber gaskets. Gaskets shall cover the entire area of flange surfaces.
- C. Tapping sleeves and valves shall be as manufactured by Clow Valve Co., Oskaloosa, IA; Mueller Co., Decatur, IL; American Valve and Hydrant, Birmingham, AL; MH Valve, Anniston, AL; Kennedy Valve, Elmira, NY; US Pipe, Chattanooga, TN; or approved equal.

PART 3 - EXECUTION

3.01 AFFIDAVIT OF COMPLIANCE

- A. The manufacturer shall furnish as part of the shop drawing submittal the Engineer with an affidavit stating that valve(s), hydrants conform to the applicable requirements of the applicable AWWA Standard and the Engineer's specifications, and that all tests specified therein have been performed and all test requirements have been met and the test date.
- B. A copy of the Affidavit of Compliance shall be delivered to the construction site attached to each valve and/or hydrant furnished. The Affidavit shall be attached to the valve or hydrant inside a waterproof pouch.
- C. Any valve or hydrant received without the required affidavit shall be removed from the project and replaced at no expense to the Owner.
- D. All materials shall be certified "NEW". No reconditioned or repaired materials are permitted. Any reconditioned or repaired materials furnished or installed shall be removed and replaced with new materials at no expense to the Owner.

3.02 INSTALLATION:

- A. All valves shall be carefully installed and supported in their respective positions free from distortion and strain. Care shall be taken to prevent damage or injury to the valves and appurtenances during handling and installation.
- B. All material shall be carefully inspected for defects in workmanship and all debris and foreign material cleaned out of valve openings and seats. All mechanisms shall be operated to check for proper functioning, and all nuts and bolts checked for tightness.
- C. Valves and other equipment that do not operate easily or are otherwise defective shall be repaired or replaced at the Contractor's expense.
- D. Hydrants shall be set plumb. Earth fill shall be carefully tamped around the hydrants to a distance of 4 feet on all sides of the hydrant, or to the undisturbed trench face, if less than 4 feet. Hydrants and connecting pipe shall have at least the same depth of cover as the distributing main. Hydrants shall be set upon a layer of stone or a slab of concrete not less than 4-inches thick and 15-inches square. The side of the hydrant opposite the pipe connection shall be firmly wedged against the vertical face of the trench with a concrete

thrust block, as indicated on the drawings.

- E. Broken stone shall be placed around the base of the hydrant at the location of the drain hole, and backfill around the hydrant shall be thoroughly compacted to the grade line in a satisfactory manner. Hydrants shall have the interiors cleaned of all foreign matter before installation, and shall be inspected in both the open and closed positions.
- F. The body of the hydrant shall be of sufficient length to allow the hydrant to be set at the proper elevation, as shown on the drawings. Extensions shall be furnished and installed at the Contractor's expense, when required for greater depths.
- F. Valve boxes shall be set plumb, flush with the ground or paved surface, and centered directly over the operating nut of the valves. Earth fill shall be carefully tamped around the valve boxes to a distance of 4 feet on all sides of the boxes or to the undisturbed trench face, if less than 4 feet.
- G. Valves shall be operational and accessible at all times during construction and warranty period. The Contractor shall verify proper operation of all valves in the presence of the Engineer and/or Owner following completion of the project and prior to the acceptance of Substantial Completion.

Method of Measurement

4.1 : Relocated Hydrants will be measured by the number of units installed.

Basis of Payment

Amend 5.1: Relocated Hydrants will be paid for at the Contract unit price per unit complete in place.

	<u>Pay item</u>	<u>Pay unit</u>
611.811	Adjust/Relocate Hydrant	Each

END OF SECTION

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, 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” 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:

a) **2.9 Copy (Words, Logos, Pictographs, Symbols, Arrows) and Borders**

- b) **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”.
- c) **2.9.1.3** Demountable copy and border will not be accepted.
- d) **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 warranted 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 shall be constructed using sheeting conforming to 718 - Retroreflective Sheeting. Acceptable methods of construction include cut-out, overlay film, or silk screening. 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 conform 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:

615.0201	Traffic Signs Type B	Square Feet
615.0301	Traffic Signs Type C	Square Feet
615.03201	Traffic Signs Type C, Breakaway Mounts	Square Feet
615.0601	Traffic Signs Type CC	Square Feet

SPECIAL PROVISION
AMENDMENT TO SECTION 618 – UNIFORMED OFFICERS AND FLAGGERS

Item 618.61 – Uniformed Officers with
Vehicles Item 618.7 –Flaggers

Amend Section 618 to include:

Description

Add 1.2: Daily traffic control personnel will be required to facilitate traffic through the work zone quickly and safely. The use of, type of, and number of personnel will be reviewed and approved with the Engineer. Flaggers will be used for all work outside of the vehicular path of travel (i.e ramp work, sidewalk work, etc. Uniformed officers will be used only when lane closures are needed or when traffic signals are inoperable as part of work related to the project.

Method of Measurement

Amend 4.1: Uniformed Officers and Flaggers shall be measured by the actual hour worked in the field.

Basis of Payment

Amend 5.1: Uniformed Officers and flaggers will be paid for by the actual hour worked. The City will reimburse the exact cost for this item, no cost markup is allowed.

SPECIAL PROVISION
AMENDMENT TO SECTION 619 – MAINTENANCE OF TRAFFIC

Item 619 – Maintenance of Traffic

Amend Section 619 to include:

Construction Requirements

Add 3.4: All work shall be prosecuted so pedestrian and traffic flow can be maintained. No travel lane or sidewalk closures will be allowed without prior approval from the Engineer. If lane closures are required, a traffic flagging and/or detour plan will be generated and will need to be approved by the Department prior to its implementation. No traffic back-ups into US Route 1 will be allowed. Construction shall be completed mostly out of traffic to the degree possible. The new road intersection will need to be constructed utilizing daily two-way, one-lane traffic patterns under flagger control. Police can be utilized as needed and approved by the Engineer for traffic control.

Add 3.5: The Contractor will develop a construction staging plan for the project. The plan shall be submitted to be approved by the Engineer.

Add 3.6: Access shall be maintained to the abutting driveways and entrances at all times during construction. Open lanes of the road shall be graded safely for traffic at all times. A 24 hour contact will be required in case of emergency or safety concerns or in case the road surface needs attention.

Add 3.7: The minimum required signs can be found in the NHDOT Work Zone Traffic Control Standard Plans. Any work within NHDOT rights-of-way shall comply with these standards.

Add 3.8: Portable Message Boards shall be 54” x 92” (+/-) and readily available within 48 hours.

Basis of Payment

Amend 5.1.4: The material cost of permanent construction signs is subsidiary to the Pay Item.

Add 5.1.10: The following items are subsidiary to the 619.1 Pay Item: Traffic control, construction signs (permanent and temporary), temporary message boards, temporary traffic loops, traffic control plans, and traffic cones and barrels.

<u>Pay item</u>		<u>Pay unit</u>
619.1	Maintenance of Traffic	Unit

SPECIAL PROVISION
AMENDMENT TO SECTION 625 – LIGHT POLE BASES

Section 625.52 – Street Light Pole

Description

Add 1.2 This work shall consist of furnishing and installing the specified lights throughout the project area.

Materials

Add 2.3 Materials for the light poles are 24’ aluminum lighting standard with breakaway transformer style base with 8’ arm in natural aluminum. The City will provide the LED light to give to Eversource.

Contractor shall submit shop drawings or manufacturer’s cut sheets on selected equipment prior to ordering.

It is the contractor’s responsibility to ensure the required anchor bolts and anchor bolt templates are acquired for foundation construction. Set pole bases below grade in order to ensure base plate is hidden from view.

Construction Requirements

Add 3.3. Refer to related specifications for street light construction:

- 614.523 Molded Pull Box
- 614.72114 3" PVC CONDUIT, SCHEDULE 40
- 614.73118 3" PVC CONDUIT, SCHEDULE 80
- 625.2 CONCRETE LIGHT POLE BASES, TYPE B

Contractor to install conduit, light pole base and light pole and arm and coordinate with Eversource for powering up the light.

Contractor will place junction boxes between conduit runs greater than 500 feet.

All wiring and electrical work shall conform to applicable NEC, NHDOT and City of Portsmouth electrical standards. It is the Contractor’s responsibility to ensure all codes are met, including the use of Professional Licensed Electricians as required.

Additional construction requirements are documented on the “Site Details” of the project plans.

Method of Measurement

Amend 4.1 Project Light Poles will be measured by the number of light poles of the specified style in the complete and accepted work.

Basis of Payment

Amend 5.1 Project Light Poles will be measured by the number of light poles of the specified style in the complete and accepted work.

Amend 5.1.1 Payment shall be full compensation for Contractor to coordinate power source, electrical connections, conduit, wiring, electrical metering and load, junction boxes, installation hardware, and foundation and foundation design as appropriate for a complete and powered lighting system. There will be no separate payment for excavation and granular backfill.

Add 5.1.2 Payment shall be full compensation for light pole, finial, arms, luminaires, and wiring

Pay item		Unit:
614.523	Molded Pull Box as required by Eversource	EA
614.72114	3" PVC CONDUIT, SCHEDULE 40	LF
614.73118	3" PVC CONDUIT, SCHEDULE 80	LF
625.2 –	Light Pole Base	EA
625.52 –	Light Pole	EA

APPENDIX 1:



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



April 27, 2021

Mr. David Desfosses
City of Portsmouth
680 Peverly Hill Road
Portsmouth, NH 038801
(sent via email to: dldesfosses@cityofportsmouth.com)

Permit: AoT-1944

Re: Longmeadow Road Extension
Tax Map 291, Lots 1, 1.1 - Portsmouth

Dear Mr. Desfosses:

Based upon the plans and application, approved on April 27, 2021, we are hereby issuing RSA 485-A:17 Alteration of Terrain Permit AoT-1944. As part of the processing of this application, DES waived specific requirements of Env-Wq 1503.08(l) relative to precipitation values. The permit is subject to the following conditions:

PROJECT SPECIFIC CONDITIONS:

1. The plans in the file, last revision date April 21, 2021, are a part of this approval. The project must be constructed as shown on the project plans.
2. **This permit expires on April 27, 2026.** No earth moving activities shall occur on the project after this expiration date unless the permit has been extended by the Department. If an extension is required, the request must be received by the department before the permit expires. The amendment request form is available at <https://onlineforms.nh.gov/Home/55956b88-c5c4-48cb-9d02-a4fd5c7011a3>.
3. The Permittee shall comply with all recommendations by the New Hampshire Fish and Game Department related to state or federally listed threatened or endangered species that are incorporated into the project plans.

GENERAL CONDITIONS:

1. Activities shall not cause or contribute to any violations of the surface water quality standards established in Administrative Rule Env-Wq 1700.
2. You must submit revised plans for permit amendment prior to any changes in construction details or sequences. You must notify the Department in writing within ten days of a change in ownership.
3. You must notify the Department in writing prior to the start of construction and upon completion of construction. Forms can be submitted electronically. Paper forms are available at that same web page or at: <http://des.nh.gov/organization/divisions/water/aot/categories/forms.htm>.
4. All stormwater practices shall be inspected and maintained in accordance with Env-Wq 1507.07 and the project Inspection and Maintenance (I&M) Manual. All record keeping required by the I&M Manual shall be maintained by the identified responsible party, and be made available to the department upon request.

www.des.nh.gov

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-3503 • TDD Access: Relay NH 1-800-735-2964

5. This permit does not relieve the applicant from the obligation to obtain other local, state or federal permits that may be required (e.g., from US EPA, US Army Corps of Engineers, etc.). Projects disturbing over 1 acre may require a federal stormwater permit from EPA. Information regarding this permitting process can be obtained at: <http://des.nh.gov/organization/divisions/water/stormwater/construction.htm>.
6. In accordance with Env-Wq 1503.21 (c)(1), a written notice signed by the permit holder and a qualified engineer shall be submitted to DES stating that the project was completed in accordance with the approved plans and specifications. If deviations were made, the permit holder shall review the requirements in Env-Wq 1503.21(c)(2) and submit revised plans or an application to amend the permit as necessary.
7. No activity shall occur in wetland areas until a Wetlands Permit is obtained from the Department. Issuance of this permit does not obligate the Department to approve a Wetlands Permit for this project
8. This project has been screened for potential impact to known occurrences of protected species and exemplary natural communities in the immediate area. Since many areas have never been surveyed, or have not been surveyed in detail, unidentified sensitive species or communities may be present. This permit does not absolve the permittee from due diligence in regard to state, local or federal laws regarding such communities or species. This permit does not authorize in any way the take of threatened or endangered species, as defined by RSA 212-A:2, or of any protected species or exemplary natural communities, as defined in RSA 217-A:3.

Sincerely,



Bethann McCarthy, P.E.
Alteration of Terrain Bureau

cc: Portsmouth Planning Board (via email: igilbo@cityofportsmouth.com)
Patrick M. Crimmins, PE, Tighe & Bond, Inc. (via email)

STATE OF NEW HAMPSHIRE INTER-DEPARTMENT COMMUNICATION

 Digitally signed by
Kevin T. Nyhan
Date: 2021.03.03
10:45:11 -05'00'

DATE March 3, 2021

FROM Kevin T. Nyhan
Administrator

AT (OFFICE) Department of
Transportation

SUBJECT Environmental Commitments Memo #2
Bureau of
Environment

PORTSMOUTH
X-A004(818)
42350
Longmeadow Road Extension

TO Bob Hudson
Project Manager
Bureau of Planning & Community Assistance

This Environmental Commitments Memo supersedes the one issued on April 24, 2019 as a result of a NEPA re-evaluation.

Pursuant to 23 CFR 771.129 and Stipulation VI.B. of the *Programmatic Agreement* executed by the Department and the Federal Highway Administration on 05/04/2016, an environmental re-evaluation has been prepared for the subject project to reflect changes in the design of this culvert rehabilitation project. A copy of this memorandum and the environmental re-evaluation are available on the v:\drive at : <V:\Towns\Portsmouth\42350\Environment Commits2.pdf> and [Env_Re-Eval.pdf](V:\Towns\Portsmouth\42350\Env_Re-Eval.pdf) respectively . *In addition, this memorandum has been uploaded to the project " Document Center " in Pr oMIS.*

This project continues to qualify for processing programmatically as a *Categorical Exclusion*. 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, the NEPA process has been concluded.**

The NEPA process for this project began on 11/30/2018, and was completed on 04/03/ 2019.

Environmental commitments have been made as noted on page 4 of the re-evaluation, and as detailed below.

1. *An Alteration of Terrain Permit from the New Hampshire Department of Environmental Services shall be obtained prior to construction .*
2. *This project requires coverage under the Environmental Protection Agency's National Pollutant Discharge Elimination System's Construction General Permit. Therefore, a Notice of Intent shall be filed, and the contractor shall prepare a Stormwater Pollution Prevention Plan, to be submitted at least 14 days prior to the start of construction.*
3. *Contractor shall take all measures to protect the existing stormwater wetland to keep all sediment from entering the wetland during construction .*
4. *All operators, employees, and contractors working in areas of known or presumed bat habitat are aware of all FHWA/FRA/FTA (Transportation Agencies) environmental commitments, including all applicable Avoidance and Minimization Measures (A MMs).*
5. *All temporary lighting shall be directed away from suitable habitat during the active season.*
6. *All phases/aspects of the project (e.g., temporary work areas, alignments) shall be modified to avoid tree removal.*
7. *Contractor shall ensure tree removal is limited to that specified in project plans and ensure that contractors understand clearing limits and how they are marked in the field (e.g., install bright colored flagging/fencing prior to any tree clearing to ensure contractors stay within clearing limits)*

Project classification is contingent upon successful implementation of these environmental commitments.

Please be advised, if project changes occur this bureau should be consulted to determine if a follow-up review of environmental impacts is required .

KTN:ktn

En cl.

c.c. B. Hudson, via E-mail
 C. Willeke, via E-mail
 R. Crickard, via E-mail
 S. LaBonte, via E-mail
 D. Rae, via E-mail
 J. Si kora, via E-mail
 B. Schutt, via E-mail
 N. Hunter, via E-mail
 D. Herrick, via E-mail

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APPENDIX 2:

Longmeadow Road Extension – Portsmouth, NH

Design Pavement Section Recommendations

TO: Patrick Crimmins and Neil Hansen
FROM: Dave Brogan
DATE: February 7, 2019

This technical memorandum presents the design pavement section recommendations for the proposed extension of Longmeadow Road in Portsmouth, NH. This work was done in accordance with Purchase Order No. 18000772 dated June 26, 2018.

Site Conditions

Existing – Longmeadow Road is currently a dead end road that intersects Lafayette Road southwest of Lang Road and across from the Ocean Road/Lafayette Road intersection. Longmeadow Road is paved and approximately 515 feet long, with existing roadway grades ranging from approximately elevation 64 feet at the Lafayette Road intersection to feet 54 feet at its terminus. Beyond the paved roadway the area of the proposed road extension includes a gravel trail, material stockpiles and wooded areas, with existing site grades ranging from approximately elevation 54 feet to 71 feet.

Proposed – As planned, Longmeadow Road will be extended to the south and east and connect with Lang Road south of the Service Credit Union property. Proposed roadway grades range from approximately elevation 54 feet to 71 feet. Cuts and fills ranging to approximately 5 feet and 4 feet, respectively, will be required to achieve the proposed roadway grades.

Subsurface Conditions

The generalized subsurface conditions described in the text below summarize trends observed in the explorations. The boundaries between soil strata are approximate and are based on interpretations of widely spaced explorations and samples. Actual conditions could be more variable.

Test Borings and Bedrock Probes – Four geotechnical test borings (B-1 through B-4) and four bedrock probes (BP-1 through BP-4) were drilled by New England Boring Contractors (NEBC) of Derry, NH July 30, 2018. Explorations were advanced with 4.25-inch inner diameter hollow-stem augers to depths ranging from approximately 0.2 to 10 feet below the existing ground surface. Split-spoon sampling and Standard Penetration Tests (SPTs) were conducted continuously in the test borings but were not conducted in the bedrock probes. Test borings B-1 and B-2 were terminated in native soils at a depth of 10 feet below the existing ground surface and borings B-3 and B-4 were terminated upon auger refusal approximately 8 feet below the existing ground surface. Bedrock probes BP-2, BP-3 and BP-4 were terminated upon auger refusal at depths of approximately 5 feet, 0.2 feet, and 1-foot below the existing ground surface, respectively. Auger refusals may have been on boulders or bedrock but are interpreted to be bedrock. Bedrock coring was not performed. Probe BP-1 was terminated approximately 9.5 feet below the existing ground surface after a void was observed between depths of approximately 8 to 9.5 feet. The explorations were backfilled upon completion with cuttings.

Tighe & Bond observed a sinkhole in the area of BP-1 during an afternoon site visit on August 16, 2018. Upon further observation it appeared that bedrock probe BP-1 penetrated an existing 36-inch RCP drain line which had not been marked through the Dig Safe process. The top of pipe was approximately 7 feet below the existing ground surface and water and soil were observed in the bottom of the pipe. Tighe & Bond called NEBC, who had obtained the Dig Safe ticket for the exploration work, on the morning of August 17, 2018 to notify them of the damage to the pipe. On the afternoon of August 17, 2018 NEBC notified Tighe & Bond that they had mobilized equipment to the site and vacuum excavated soils from the sinkhole area and from within the pipe, patched the hole in the top of the pipe with concrete, and backfilled the hole with the vacuum excavated soils and sand. On August 20, 2018 Tighe & Bond reported the damage and repair to the pipe to Lucas Miller at the New Hampshire Department of Transportation’s (NHDOT) District 6 office.

Approximate exploration locations are shown on Sheet C-104 in Appendix A. Test boring logs are included in Appendix B.

Laboratory Testing – Laboratory tests were performed to aid in soil classifications and evaluate soil re-use potential. Three mechanical Particle Size Analysis tests (ASTM D422), were performed on samples taken during the explorations. Laboratory test results are included in Appendix C.

Summary of Subsurface Conditions – In general, subsurface conditions observed in the explorations consisted of approximately 0.2 to 8 feet of fill overlying glacial till which was penetrated 2 feet in borings B-1 and B-2 before the explorations were terminated, or overlying bedrock. A piece of non-woven geotextile filter fabric was observed within the fill sampled between depths of 4 to 6 feet below the existing ground surface at boring B-1. The depth to the top of bedrock ranged from approximately 0.2 to 8 feet below the existing ground surface where auger refusal was encountered, corresponding to elevation 54 to 71 feet.

Table 1 below presents the general stratigraphy encountered during the subsurface exploration program in descending depth from below the existing ground surface.

Table 1
Description of Subsurface Conditions Encountered

Strata (In Descending Depth)	General Description
FILL	Loose to very dense, brown to gray, fine to coarse SAND with up to 35% Gravel and 35% Silt; varying to loose, gray-brown, GRAVEL with up to 50% SILT & CLAY and 20% fine to coarse Sand; varying to dense, brown, fine to medium SAND with up to 50% Silt and 35% Gravel; varying to very dense, brown, GRAVEL with up to 50% fine to coarse Sand and 20% Silt
GLACIAL TILL	Very dense, brown, GRAVEL with up to 50% fine to coarse Sand and 35% Clayey Silt; varying to very dense, brown, fine to coarse SAND with up to 35% Clayey Silt and 20% Gravel

Groundwater was not encountered in the explorations. Water level observations were made during or immediately after drilling and may not reflect stabilized conditions. Water levels

can fluctuate with season, precipitation, and nearby construction or other below grade activities, such as excavation, dewatering, wells, infiltration basins, etc.

Vehicle Loading

The traffic data used in this analysis was based upon Tighe & Bond's Technical Memorandum titled "Evaluation of Traffic Diversion from Lang Road to Longmeadow Road" dated January 18, 2019 and discussion with Tighe & Bond's Professional Traffic Operations Engineer. The Average Daily Traffic (ADT) projected to travel on Longmeadow Road in the year 2029 is 4,000 vehicles per day and an annual average traffic growth rate of 1 percent is anticipated. It is assumed that 4 percent of the ADT will be trucks and the remainder will be from passenger vehicles.

Preferred Pavement Section

It is understood that the City of Portsmouth would like to use the pavement section shown below in Table 2 for the proposed Longmeadow Road extension.

Table 2
City of Portsmouth's Preferred Pavement Section

Material	Thickness (inches)
NHDOT Section 401, 3/8-inch Wearing Course	1.25
NHDOT Section 401, 3/4-inch Base Course	3.75
NHDOT Item 304.3, Crushed Gravel Base	6
NHDOT Item 304.2, Gravel Subbase	12
Total Section Thickness	23

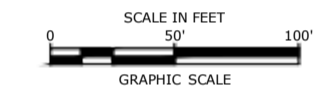
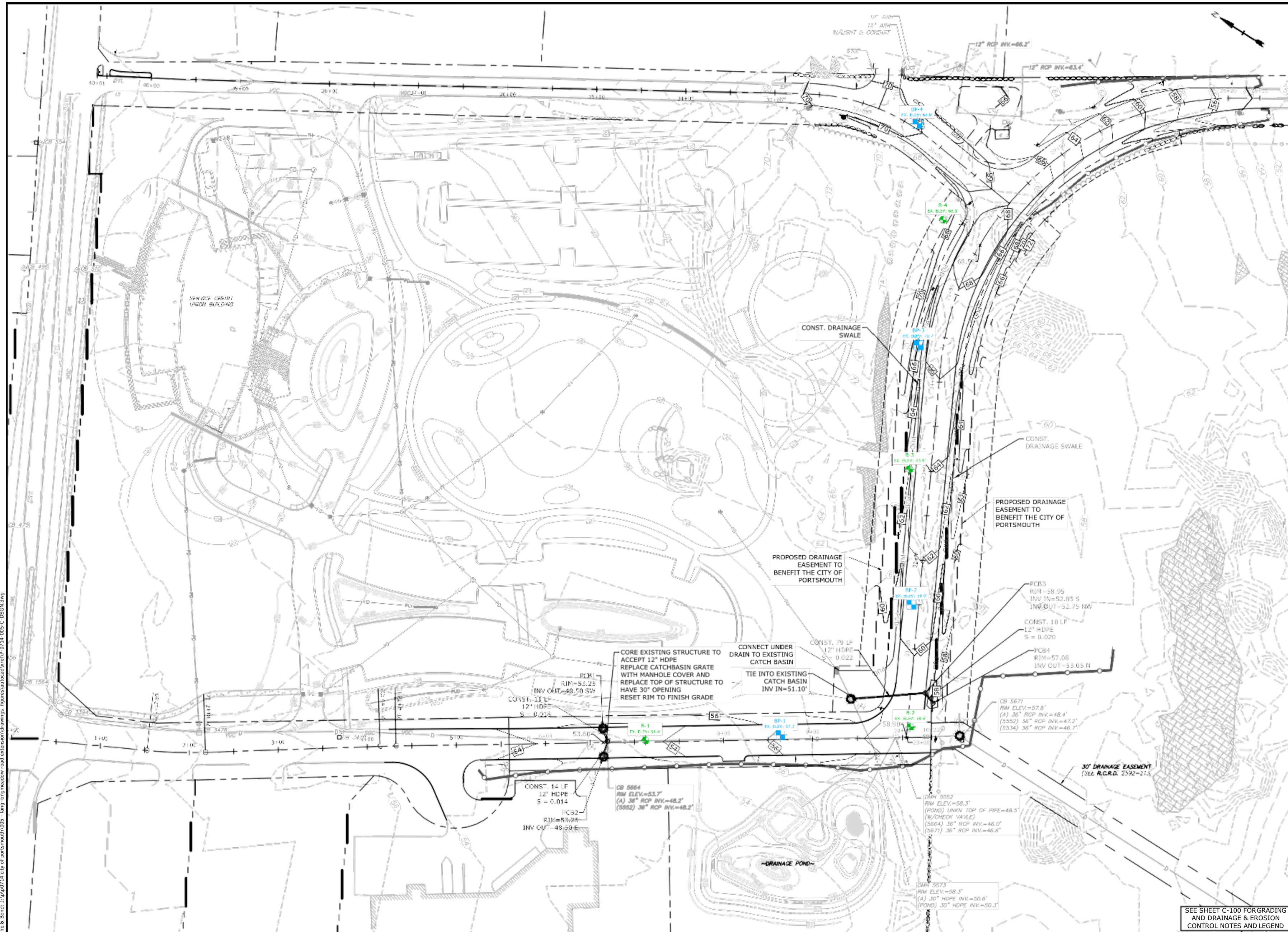
Based on the subsurface conditions encountered in the test borings and the proposed roadway grades, pavement subgrades are anticipated to vary along the length of the proposed roadway and may consist of newly placed and compacted granular fill used to raise grades, existing fills, or native glacial till. Bedrock could be encountered at subgrade level in the vicinity of bedrock probes BP-3 and BP-4 in areas where cuts are needed to achieve proposed grades.

Conclusion

Based on the anticipated vehicle loading and the road subgrade conditions discussed above, the City of Portsmouth's preferred pavement section in Table 2 is suitable for use along the proposed Longmeadow Road extension.

Appendix A

Figures



Longmeadow Road Extension

City of Portsmouth

Portsmouth, New Hampshire

MARK	DATE	DESCRIPTION
B	1/7/2019	P.D. Submission
A	1/7/2019	AsT Submission

PROJECT NO:	P-0714-005
DATE:	January 7, 2019
FILE:	P-0714-005-C-DSGN.dwg
DRAWN BY:	NAH
CHECKED:	PMC
APPROVED:	BLM

GRADING, DRAINAGE, & EROSION CONTROL PLAN
SCALE: AS SHOWN
C-104

Last Saved: 1/10/2019 11:04am By: Mahamud
 Plotted On: 1/10/2019 11:04am By: Mahamud
 Tighe & Bond: 250 State St. Portsmouth, NH 03801
 Project: Longmeadow Road Extension Drawings - Figures/autocad/figs/P-0714-005-C-DSGN.dwg

SEE SHEET C-100 FOR GRADING AND DRAINAGE & EROSION CONTROL NOTES AND LEGEND

Appendix B

Exploration Logs

Project: Longmeadow Road Extension
 Location: Portsmouth, NH
 Client: City of Portsmouth

Boring No. B-1

Page 1 of 1

File No. P-0174005-01-02

Checked by: D. Brogan

Drilling Co. New England Boring Contractors

Foreman: B. Cross

T&B Rep.: E. Doremus

Date Start: 07/30/18 End: 07/30/18

Location See Exploration Location Plan

GS. Elev. ±54' Datum: NGVD 29

Casing Sampler
 Type HSA Split Spoon
 I.D./O.D. 4.25"/±8" 1-3/8"/2"
 Hammer Wt. 140#
 Hammer Fall 30"
 Hammer Type Safety Hammer

Groundwater Readings

Date	Time	Depth	Casing	Sta. Time
Not Encountered				

Depth (ft.)	Casing Blows Per Ft.	Sample No. / Rec.(in)	Sample Depth (ft.)	Blows Per 6"	PID Reading (ppm)	Sample Description	General Stratigraphy	Notes	Well Construction
5		S-1 / 12	0-2	5-20		Dense, brown, fine to coarse SAND, some Gravel, some Silt	FILL		No Well Installed
				15-19					
		S-2 / 0	2-4	10-7		No recovery			
				9-4					
		S-3 / 8	4-6	4-4		Loose, brown, fine to coarse SAND, some Silt, litte Gravel with a piece of non-woven geotextile fabric			
10		S-4 / 3	6-7.7	2-4		Loose, gray-brown, GRAVEL and SILT & CLAY, little fine to coarse Sand	8'		
				3-100/2"					
		S-5 / 8	8-10	40-40		Very dense, brown, GRAVEL and fine to coarse SAND, some Clayey Silt	GLACIAL TILL		
10				44-36					
15						Bottom of Exploration at 10'			
20									
25									
30									

Notes:	Proportions Used	Density/Consistency	
	TRACE (TR.) 0 - <10% LITTLE (LI.) 10 - <20% SOME (SO.) 20 - <35% AND 35 - <50%	VERY LOOSE 0-4 LOOSE 4-10 MEDIUM DENSE 10-30 DENSE 30-50 VERY DENSE >50	VERY SOFT <2 SOFT 2-4 MEDIUM 4-8 STIFF 8-15 VERY STIFF 15-30 HARD >30

Project: Longmeadow Road Extension Project
Location: Portsmouth, NH
Client: City of Portsmouth

Boring No. B-2
Page 1 of 1
File No. P-0174005-01-02
Checked by: D. Brogan

Drilling Co. New England Boring Contractors

Foreman: B. Cross

T&B Rep.: E. Doremus

Date Start: 07/30/18 End: 07/30/18

Location: See Exploration Location Plan

GS. Elev. ±59' Datum: NGVD 29

Casing Type HSA Sampler Split Spoon
I.D./O.D. 4.25"/±8" 1-3/8"/2"
Hammer Wt. 140#
Hammer Fall 30"
Hammer Type Safety Hammer

Groundwater Readings

Date	Time	Depth	Casing	Sta. Time
Not Encountered				

Depth (ft.)	Casing Blows Per Ft.	Sample No. / Rec.(in)	Sample Depth (ft.)	Blows Per 6"	PID Reading (ppm)	Sample Description	General Stratigraphy	Notes	Well Construction
5		S-1 / 11	0-2	2-15		Dense, brown, fine to coarse SAND, little Gravel, little Silt	FILL		No Well Installed
				18-12					
		S-2 / 12	2-4	10-11		Dense, brown, fine to coarse SAND, little Gravel, trace Silt			
				32-40					
		S-3 / 12	4-6	52-52		Very dense, gray, fine to coarse SAND, some Gravel, little Silt			
10		S-4 / 20	6-8	72-70		Very dense, brown, fine to coarse SAND, little Gravel, trace Silt	8'	GLACIAL TILL	
				69-70					
		S-5 / 19	8-10	28-56		Very dense, brown, fine to coarse SAND, some Clayey Silt, little Gravel			
15				91-89		Bottom of Exploration at 10'			
20									
25									
30									

Notes:	Proportions Used	Density/Consistency
	TRACE (TR.) 0 - <10% LITTLE (LI.) 10 - <20% SOME (SO.) 20 - <35% AND 35 - <50%	VERY LOOSE 0-4 LOOSE 4-10 MEDIUM DENSE 10-30 DENSE 30-50 VERY DENSE >50

Project: Longmeadow Road Extension Project
Location: Portsmouth, NH
Client: City of Portsmouth

Boring No. B-3
Page 1 of 1
File No. P-0174005-01-02
Checked by: D. Brogan

Drilling Co. New England Boring Contractors

Foreman: B. Cross

T&B Rep.: E. Doremus

Date Start: 07/30/18 End: 07/30/18

Location: See Exploration Location Plan

GS. Elev. ±64' Datum: NGVD 29

Casing Type HSA Sampler Split Spoon
I.D./O.D. 4.25"/±8" 1-3/8"/2"
Hammer Wt. 140#
Hammer Fall 30"
Hammer Type Safety Hammer

Groundwater Readings

Date	Time	Depth	Casing	Sta. Time
Not Encountered				

Depth (ft.)	Casing Blows Per Ft.	Sample No. / Rec.(in)	Sample Depth (ft.)	Blows Per 6"	PID Reading (ppm)	Sample Description	General Stratigraphy	Notes	Well Construction
5		S-1 / 12	0-2	4-17		Dense, gray, fine to coarse SAND, trace Gravel, trace Silt	FILL		No Well Installed
		S-2 / 4	2-2.6	5-100/1"		Very dense, light gray, fine to coarse SAND, little Gravel, trace Silt			
		S-3 / 20	4-6	20-28		Dense, brown, fine to medium SAND and SILT, some Gravel			
		S-4 / 18	6-7.8	56-60		Very dense, brown, GRAVEL and fine to coarse SAND, little Silt			
10				77-100/3"		Bottom of Exploration at 8.0' due to auger refusal			
15									
20									
25									
30									

Notes:	Proportions Used	Density/Consistency
	TRACE (TR.) 0 - <10% LITTLE (LI.) 10 - <20% SOME (SO.) 20 - <35% AND 35 - <50%	VERY LOOSE 0-4 LOOSE 4-10 MEDIUM DENSE 10-30 DENSE 30-50 VERY DENSE >50

Project: Longmeadow Road Extension
 Location: Portsmouth, NH
 Client: City of Portsmouth

Boring No. B-4
 Page 1 of 1
 File No. P-0174005-01-02
 Checked by: D. Brogan

Drilling Co. New England Boring Contractors

Foreman: B. Cross

T&B Rep.: E. Doremus

Date Start: 07/30/18 End: 07/30/18

Location: See Exploration Location Plan

GS. Elev. ±68' Datum: NGVD 29

Casing Type HSA Sampler Split Spoon
 I.D./O.D. 4.25"/±8" 1-3/8"/2"
 Hammer Wt. 140#
 Hammer Fall 30"
 Hammer Type Safety Hammer

Groundwater Readings

Date	Time	Depth	Casing	Sta. Time
Not Encountered				

Depth (ft.)	Casing Blows Per Ft.	Sample No. / Rec.(in)	Sample Depth (ft.)	Blows Per 6"	PID Reading (ppm)	Sample Description	General Stratigraphy	Notes	Well Construction
5		S-1 / 4	1-3	4-6		6-inch minus CRUSHED STONE	FILL	1	No Well Installed
				20-30		Medium dense, brown, fine to coarse SAND, some Gravel, little Silt			
		S-2 / 3	3-3.8	29-100/3"		Very dense, brown, fine to coarse SAND, little Gravel, little Silt, trace Organics			
		S-3 / 0	4-4.4	100/5"		No recovery			
		S-4 / 0	5-5.3	100/3"		No recovery			
10		S-5 / 0	8-8.1	100/1"		No recovery			
						Bottom of Exploration at 8.0' due to auger refusal			
15									
20									
25									
30									

Notes:
 1. Auger cuttings below approximately 3.5' appeared to be 3/4-inch crushed stone

Proportions Used

TRACE (TR.)	0 - <10%
LITTLE (LI.)	10 - <20%
SOME (SO.)	20 - <35%
AND	35 - <50%

Density/Consistency

VERY LOOSE	0-4	VERY SOFT	<2
LOOSE	4-10	SOFT	2-4
MEDIUM DENSE	10-30	MEDIUM	4-8
DENSE	30-50	STIFF	8-15
VERY DENSE	>50	VERY STIFF	15-30
		HARD	>30

Longmeadow Road Extension
Portsmouth, NH
P-0714005

Drilling Co.: New England Boring Contractors
Foreman: Ben Cross
T&B Rep.: E. Doremus
Date Start: 07/30/18 End: 07/30/18
Location See Exploration Location Plan

Bedrock Probe No.	BP-1	BP-2	BP-3	BP-4
Approx. Ground Surface El.	57	59	71	68
Depth to Refusal	--	5	0.2	1
Approx. Refusal El.	--	54	70.8	67
Notes	Hit 36" RCP			

All depths and elevations are in feet

Appendix C
Laboratory Test Results



195 Frances Avenue
 Cranston RI, 02910
 Phone: (401)-467-6454
 Fax: (401)-467-2398
<http://www.thielsch.com>
Let's Build a Solid Foundation

Client Information:
 Tighe & Bond
 Westwood, MA
 PM: Dave Brogan / Patrick Crimmins
 Assigned By: Dave Brogan
 Collected By: E. Doremus

Project Information:
Longmeadow Road Extension
Portsmouth, NH
 T&B Project Number: P-0714005
 Summary Page: 1 of 1
 Report Date: 08.16.18

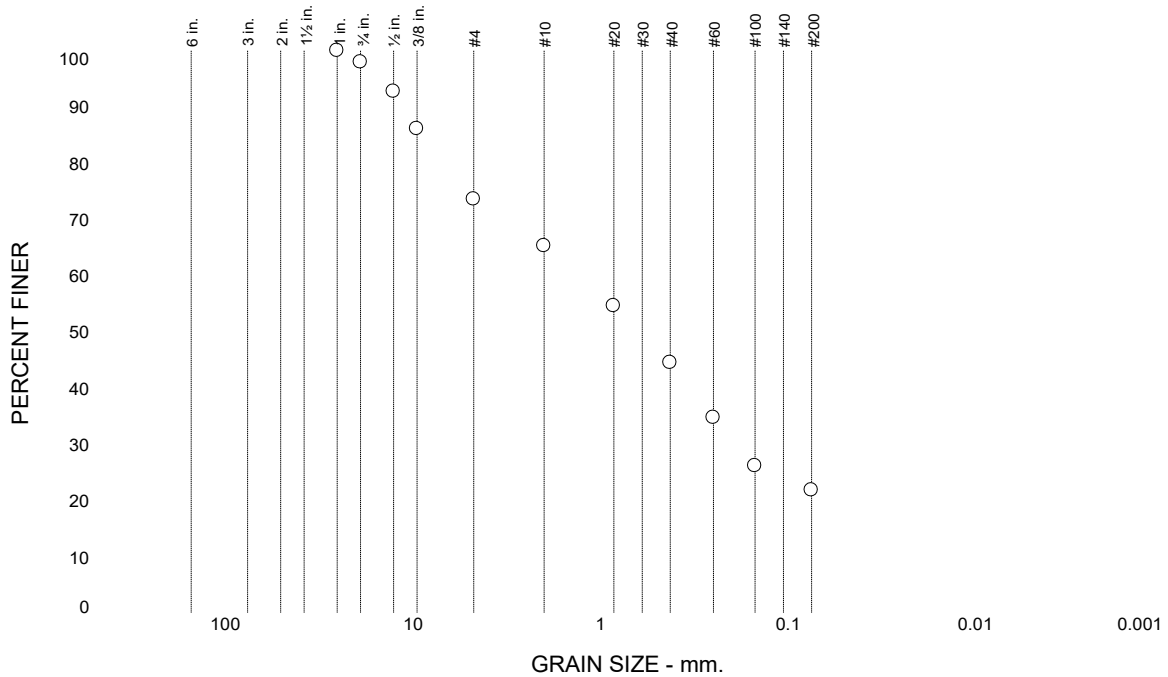
LABORATORY TESTING DATA SHEET

Boring ID	Sample No.	Depth (ft)	Laboratory No.	Identification Tests									Proctor / CBR / Permeability Tests						Laboratory Log and Soil Description		
				Water Content %	LL %	PL %	Gravel %	Sand %	Fines %	Org. %	G _s	Dry unit wt. pcf	Test Water Content %	γ_d MAX (pcf) W _{opt} (%)	γ_d MAX (pcf) W _{opt} (%) (Corr.)	Test Setup as % of Proctor	CBR @ 0.1"	CBR @ 0.2"		Permeability (cm/sec)	
				D2216	D4318		D6913			D2874	D854			D1557			D1883				
B-1	S-1	0-2	18-S-1162				26.4	51.7	21.9											Brown silty sand with gravel	
B-3	S-3	4-6	18-S-1163				21.0	40.8	38.2											Brown silty sand with gravel	
B-2	S-3	4-6	18-S-1174				28.1	59.6	12.3											Grey silty sand with gravel	

Reviewed By *Stu*

 08.20.2018

Particle Size Distribution Report



% +3"	% Gravel			% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay	
0.0	2.0	24.4	8.3	20.8	22.6	21.9		

Test Results (D6913 & ASTM D 1140)			
Opening Size	Percent Finer	Spec.* (Percent)	Pass? (X=Fail)
1"	100.0		
0.75"	98.0		
0.5"	92.7		
0.375"	86.1		
#4	73.6		
#10	65.3		
#20	54.6		
#40	44.5		
#60	34.8		
#100	26.2		
#200	21.9		

* (no specification provided)

Material Description

Brown silty sand with gravel

Atterberg Limits (ASTM D 4318)

PL= NP LL= NV PI= NP

Classification

USCS (D 2487)= SM AASHTO (M 145)= A-1-b

Coefficients

D₉₀= 11.2012 D₈₅= 9.0805 D₆₀= 1.2699
 D₅₀= 0.6077 D₃₀= 0.1934 D₁₅=
 D₁₀= C_u= C_c=

Remarks

Date Received: 08.14.18 Date Tested: 08.16.18

Tested By: MN

Checked By: Steven Accetta

Title: Laboratory Manager

Source of Sample: Borings Depth: 0-2'
 Sample Number: B-1 / S-1

Date Sampled:

Thielsch Engineering Inc.

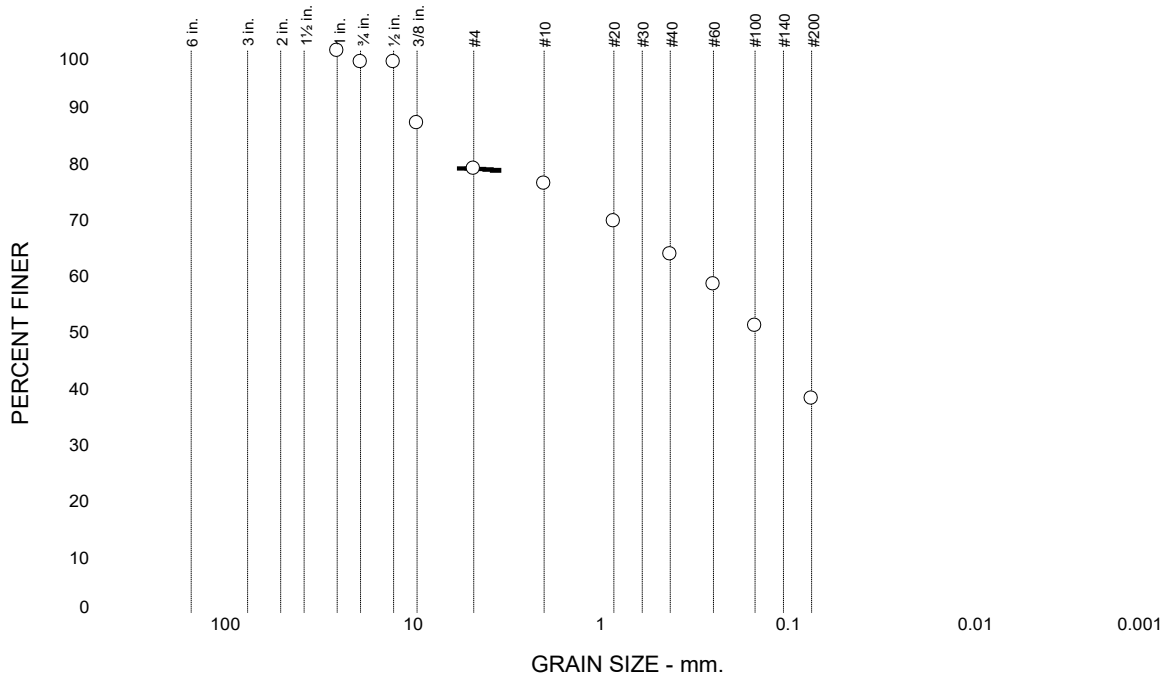
Client: Tighe & Bond
 Project: Longmeadow Road Extension
 Portsmouth, NH

Cranston, RI

Project No: P-0714005

Figure 18-S-1162

Particle Size Distribution Report



% +3"	% Gravel			% Sand		% Fines		Clay
	Coarse	Fine	Coarse	Medium	Fine	Silt		
0.0	2.0	19.0	2.6	12.6	25.6	38.2		

Test Results (D6913 & ASTM D 1140)			
Opening Size	Percent Finer	Spec.* (Percent)	Pass? (X=Fail)
1"	100.0		
0.75"	98.0		
0.5"	98.0		
0.375"	87.2		
#4	79.0		
#10	76.4		
#20	69.7		
#40	63.8		
#60	58.5		
#100	51.1		
#200	38.2		

* (no specification provided)

Material Description

Brown silty sand with gravel

Atterberg Limits (ASTM D 4318)

PL= NP LL= NV PI= NP

Classification

USCS (D 2487)= SM AASHTO (M 145)= A-4(0)

Coefficients

D₉₀= 10.2196 D₈₅= 8.9276 D₆₀= 0.2857
 D₅₀= 0.1404 C_u= D₁₅=
 D₁₀= C_c=

Remarks

Sample visually classified as non-plastic.

Date Received: 08.14.18 Date Tested: 08.16.18

Tested By: MN

Checked By: Steven Accetta

Title: Laboratory Manager

Source of Sample: Borings Depth: 4-6'
 Sample Number: B-3 / S-3

Date Sampled:

Thielsch Engineering Inc.

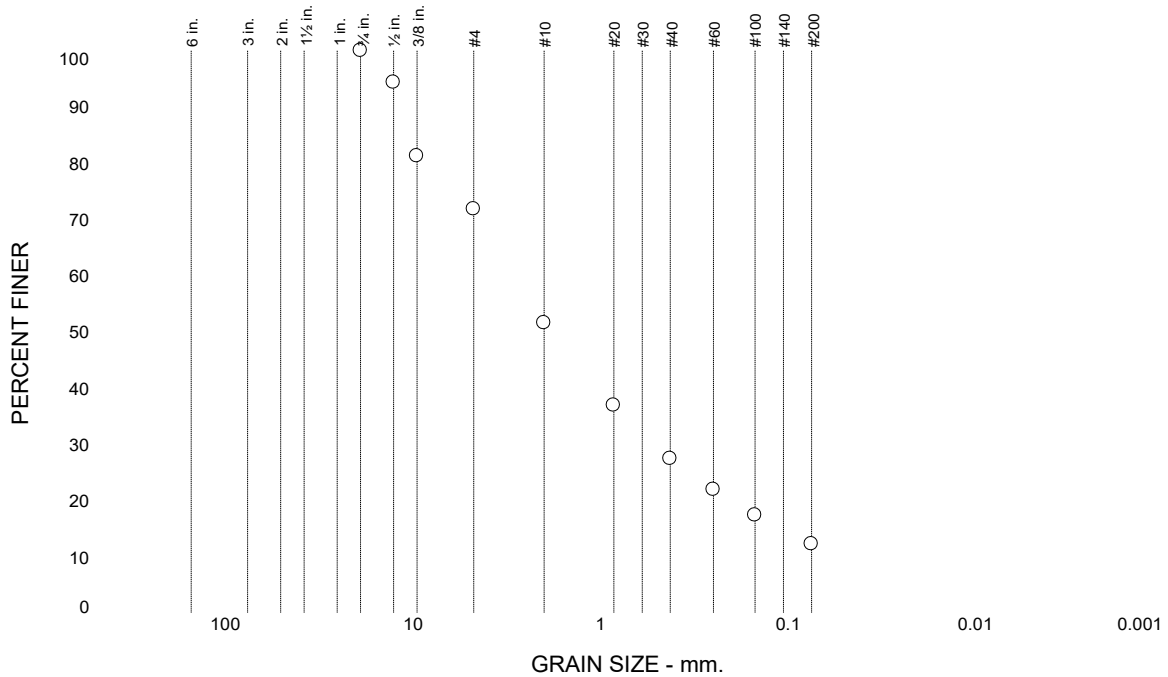
Client: Tighe & Bond
 Project: Longmeadow Road Extension
 Portsmouth, NH

Cranston, RI

Project No: P-0714005

Figure 18-S-1163

Particle Size Distribution Report



% +3"	% Gravel			% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay	
0.0	0.0	28.1	20.3	24.1	15.2	12.3		

Test Results (D6913 & ASTM D 1140)			
Opening Size	Percent Finer	Spec.* (Percent)	Pass? (X=Fail)
0.75"	100.0		
0.5"	94.4		
0.375"	81.3		
#4	71.9		
#10	51.6		
#20	36.9		
#40	27.5		
#60	22.0		
#100	17.4		
#200	12.3		

Material Description

Grey silty sand with gravel

Atterberg Limits (ASTM D 4318)

PL= NP LL= NV PI= NP

Classification

USCS (D 2487)= SM AASHTO (M 145)= A-1-b

Coefficients

D₉₀= 11.4716 D₈₅= 10.3533 D₆₀= 2.7399
 D₅₀= 1.8698 D₃₀= 0.5192 D₁₅= 0.1105
 D₁₀= C_u= C_c=

Remarks

Date Received: 08.16.18 Date Tested: 08.20.18

Tested By: MN

Checked By: Steven Accetta

Title: Laboratory Manager

* (no specification provided)

Source of Sample: Borings Depth: 4-6'
 Sample Number: B-2 / S-3

Date Sampled:

Thielsch Engineering Inc.

Client: Tighe & Bond
 Project: Longmeadow Road Extension
 Portsmouth, NH

Cranston, RI

Project No: P-0714005

Figure 18-S-1174

APPENDIX A:

06/24 /08

Supersedes: 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 intends 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.

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 Programs 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.

Source 41 CFR 60-4 Affirmative Action Requirements

Source: 41 C FR 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
STANDARD METROPOLITAN STATISTICAL AREAS (SMSA)		
SALEM-PLAISTOW:	4.0	6.9
MANCHESTER -NASHUA	0.7	6.9
NON-SMSA COUNTIES		
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 the 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 the 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 the 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 or 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 the Contract Special Provisions** for Affirmative Action to ensure Equal Employment Opportunity.

Source 41 CFR 60-4 Affirmative Action Requirements

Source 41 CFR 60-4.3 Equal Opportunity Clauses

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

111. 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).

121. 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.

131. 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.

141. 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 or 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.

151 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.

161. 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.

171- 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.

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

Source 41 CFR 60-4 Affirmative Action Requirements

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 therefore, 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

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-use restroom 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 or 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 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

Source 41 CFR 60-4 Affirmative Action Requirements

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, 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 early 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.J 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]

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated 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. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

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. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

ATTACHMENTS

A Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 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.

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (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).

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

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.

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.

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). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

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 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal 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).

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

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.

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 (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 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 35 and 29 CFR 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.

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, 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 who 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.

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, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure 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. It 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. 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, 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, 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 there under. 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, 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 and 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. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor 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 contracting agency deems appropriate.

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 \$10,000 or more.

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, 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). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

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, Employment Standards Administration, 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 Wage and Hour Administrator for determination. The Wage and Hour 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

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

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 at <http://www.dol.gov/esa/whd/forms/wh347inst.rhtm> or its successor 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 §5.5(a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5(a)(3)(i) of Regulations, 29 CFR part 5, 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 Regulations, 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 section 1001 of title 18 and section 231 of title 31 of the United States Code.

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

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. 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.

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.

9. Disputes concerning labor standards. 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.

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

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.

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 of \$10 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.

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.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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.

VI. SUBL ETTING OR **ASSIGNING** THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

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" 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:

- (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.

2. 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. 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.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

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 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.

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 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).

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 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 1, 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

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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.

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.

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 the other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

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.

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 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee 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 grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to 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.

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.

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. 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 Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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. 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) 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;

(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; 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.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. 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)

a. By signing and submitting this proposal, the prospective lower tier 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

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 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 grantee or subgrantee 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 grantee or subgrantee 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.

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.

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 Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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.

r. 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.

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 is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall 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 20).

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.

ATTACHMENT A. EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

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.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See Reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action : <input type="checkbox"/> a. bid/offer/app lic ation <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: D a. init ial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: D Prime <input type="checkbox"/> Subawardee _____ . if known <input type="checkbox"/> Tier _____		5. If Reporting Entity in No. 4 is a Subawardee Enter Name and Address of Prime:
6. Federal Department/Agency: 		7. Federal Program Name/Description: CFDA Number, ,, <i>applicat</i> ie: _____
8. Federal Action Number, If known: 	9. Award Amount, If known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(If individ(la/, last name, first name, MI):</i>	b. Individuals Performing Services <i>(Including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352 . This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduc on Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred, Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward receipt. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards undergrants
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known .
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046 Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

04/01/09

SA

SSD: 06/28/04

ALL *FA* PROJECTS

SPECIAL ATTENTION

DISADVANTAGED BUSINESS ENTERPRISE (DBE) DIRECTORY

The current New Hampshire Unified Disadvantaged Business Enterprise (DBE) Directory is available on the NHDOT website at <http://www.nh.gov/dot/business/contractors.htm>. If you have questions or do not have access to the Internet, the directory may be obtained from DBE Coordinator, located at 7 Hazen Drive, Concord , NH 03302 , Tel: (603) 271-6612.

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 firms 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;
- 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.

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

7/29/2013

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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.

Rev. 6/2/10
Supersedes Spec. Attn. dated 3/9/90, 12/15/90, 4/4/92, 2/22/93, 4/24/95 & 6/5/98

ALL FA PROJECTS (STEEL & IRON PRODUCTS)

SPECIAL ATTENTION

BUY AMERICA

In accordance with the **BUY AMERICA** requirements of the Federal regulations, all manufacturing processes for steel and iron materials furnished for permanent incorporation into the work on this project shall occur 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. Other than these exceptions, all melting, rolling, extruding, machining, bending, grinding, drilling, coating, etc. must occur in the United States.

Products of steel include, but are not limited to, such products as structural steel, piles, reinforcing steel, structural plate, steel culverts, guard rail and steel supports for signs, signals and luminaires. Products of iron include, but are not limited to, such products as cast iron frames and grates. Coatings include, but are not limited to, the applications of epoxy, galvanizing and paint. The coating material is not subject to this clause, only the application process.

A Certificate of Compliance, conforming to the requirements of Section 106.04, shall be furnished for steel and iron materials. Records to be maintained by the contractor for this certification shall include a signed mill test report and a signed certification by each supplier, distributor, fabricator, and manufacturer that has handled the steel or iron product affirming that every process, including the application of a coating, performed on the steel or iron product 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 steel or iron product.

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 this Special Attention and also provide the total project delivered cost of all foreign steel and/or iron permanently incorporated into the project. The form for this certification is entitled "Buy America Certificate of Compliance" and can be found at www.NHDOT.com.

December 24, 1998
Supersedes Spec. Ann. dated 3/29/88 & 12 / 5/90

FHWA Projects

SPECIAL ATTENTION

**CONTRACT AFFIDAVIT - CERTIFICATION REGARDING DEBARMENT
SUSPENSION**

In separate form entitled, CONTRACT AFFIDAVIT (As Required by Section I 12(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.

XXXXXXXXXXXXXXXXXXXX

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 Mailers - 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 or 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 or 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.

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.

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:
 - NHDOT Subcontracting Procedures
 - 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
 - o 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)
 - o Does not apply to companies performing Davis-Bacon exempt work (such as testing, monitoring, and inspection services).
- b. Subcontractor Approvals for Companies Who Perform Testing, Monitoring, Inspection Services:
 - 1) Companies and/or independent contractors performing testing, monitoring, or inspection, such as ground penetrating radar, erosion control monitoring, video inspection, SWPPP, environmental testing/monitoring or vibration monitoring, require subcontractor approval.
 - 2) The following subcontractor approval documentation is required:
 - OFC Form 15 - Transmittal Request
 - 15a for State managed projects, or
 - 15b for Local Public Agency (LPA) municipal projects
 - OFC Form 14 - Contractor Acknowledgment Certification
 - OFC Form 26 - Work Certificate
 - Certificate of Insurance showing Workers' Compensation coverage
Office of Federal Compliance (OFC) staff will verify coverage with the NH Department of Labor (NHDOL).
- c. Contractors will not be approved or authorized to work until all OFC's Annual Assurance requirements have been fulfilled.
- d. 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.

- e. 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.
- f. LPA Projects Only: OFC is the sole approval authority for all LPA construction projects. 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 "weekending" 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.
- 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 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.

1. 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: Prompt pay requirements are outlined in the NHDOT Standard Specifications Section 109.09. Submissions are due 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.
 - If no payments were made during the reporting period, contractors shall submit a certification indicating "no payments made to subcontractors."
 - b. LPA projects: Contractors shall use the OFC Form 12.
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. **Temporary Suspensions**:
- a. Any Contractor, Subcontractor, or Lower-tier Subcontractor found to be in violation of FHWA Form 1273, Required Contract Provisions, made part of its contract, or has failed to comply with OFC Field Audit requirements, will be required to take corrective action before participating in future projects funded by the Department. 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, Subcontractor or Lower-tier Subcontractor found to have repeatedly violated the FHWA Form 1273, Required Contract Provisions, may be required to complete 4-hours of Federal Contract Compliance Training conducted by the OFC. When mandated, a principal owner and/or company executive and his/her payroll accountant shall attend. Federal Contract 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 action, as provided by the governing Rules, Laws, and Federal Regulations.
 - c. Companies will be notified of suspensions 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 30 days of receipt of the suspension notice, the company will be considered "non-responsive." In cases where companies are non-responsive, and unpaid wages on the part of the subcontractor or lower-tier subcontractor are involved, the matter will then be deferred to the Prime Contractor for payment of wages as provided in Form FHWA 1273, Required Contract Provisions, Section I, Paragraph 3.

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 startdate.
- 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 damages, 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. See the OFC website for forms, documents, training schedules, contact information, and other helpful material: www.nh.gov/dot/org/administration/ofc/index.htm.

T E/ CM, Q 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 disadvantaged 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 - Primacy 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.

Date _____

(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

03/01/16

SPECIAL PROVISION

SECTION 107 -- LEGAL RELATIONS AND RESPONSIBILITIES TO PUBLIC

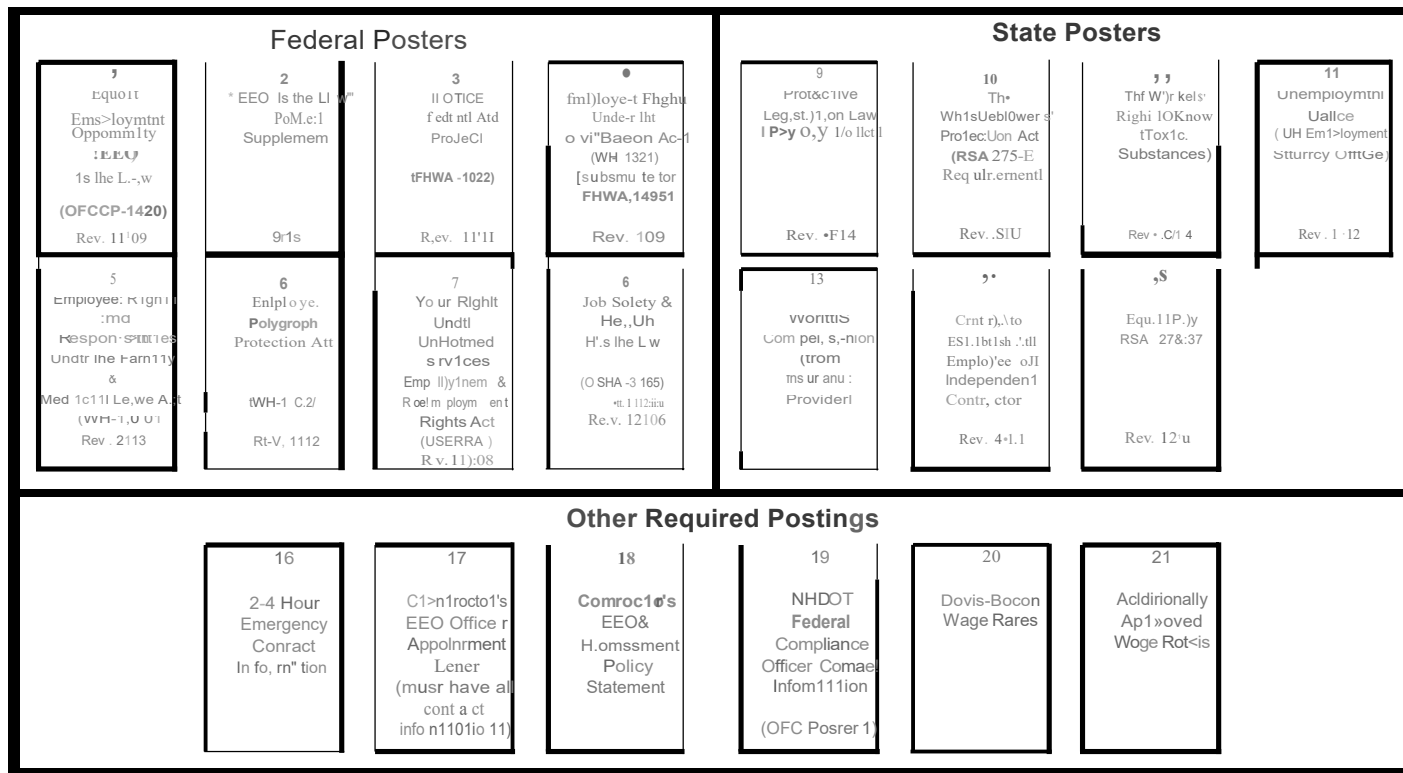
SUBSECTION 107.01 - LAWS TO BE OBSERVED

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 1-15-16)

NHDOT PROJECT: (NAME) (NUMBER)



12/05/12

SPECIAL ATTENTION**CONVICT PRODUCED MATERIAL**

In accordance with the requirements of the Federal regulations (23 U.S.C. 14(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.

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,

The United States Department of Transportation (USDOT)
Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

unless exempt by the Acts, the Regulations and directives issued pursuant to hereto. 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.

The United States Department of Transportation(USDOT)
Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

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.).

SUPPLEMENTAL SPECIFICATION**AMENDMENT TO SECTION 109 -- MEASUREMENT AND PAYMENT****AMENDMENT TO SUBSECTION 109.09 - PAYMENTS TO SUBCONTRACTORS****109.09 Prompt Payment to Subcontractors.**

The Prime Contractor shall pay all Subcontractors for the work performed no later than 21 calendar days from the date the Prime Contractor received payment from the Department for said work, including materials in accordance with 109.07 and/or 109.08 paid for in the progress payments. Subcontractors are required to pay their Subcontractors and/or material suppliers, within 21 calendar days from the date they receive payment for satisfactory work performed or supplies received. This Prompt Pay requirement shall be made part of all subcontracts and agreements.

If the Prime Contractor believes that any portion of the payment should be withheld from the Subcontractor, the Prime Contractor shall notify the NHDOT Contract Administrator in writing, prior to the estimate being processed. The NHDOT Office of Federal Compliance shall be made part of this notification. The NHDOT may withhold payment for the portion of work in dispute pending resolution.

This prompt payment provision is a requirement of 49 CFR 26.29 and does not confer third-party beneficiary right or other direct right to a Subcontractor against the Department. This provision applies to both DBE and non-DBE Subcontractors.

Satisfactory Work Performed. Satisfactory work performed shall be defined for purposes of this prompt payment provision as:

1. Upon review, the Engineer finds the work completed in accordance with the contract, plans and specifications, and;
2. Required paperwork, for Progress and Partial payments, including material certifications and payrolls, has been received.

The determination of whether work meets the standards set forth above is the responsibility of the Engineer. If the Subcontractor becomes insolvent after it satisfactorily performs work as defined above but before payment is due, the obligation to pay is not extinguished. (Payment may have to be made to the bankruptcy trustee or to an escrow account for the benefit of creditors.)

The Prime Contractor must include, in all subcontract agreements, notices to Subcontractors of their right to prompt payment, and of the Department's policy prohibiting Prime Contractor's from holding retainage from Subcontractors under 49 CFR 26.29.

Failure of a Prime Contractor or a Subcontractor to comply with these prompt payment provisions may result in sanctions.

Non-Payment Claims. All notifications of failure to meet prompt payment provisions shall be referred by Subcontractors, in writing, to the NHDOT Office of Federal Compliance with a copy supplied to the respective Contract Administrator.

Payment Certifications. The Prime Contractor or any Subcontractor who receives payment for work and/or materials (specifically supplied to the project in excess of \$10,000) shall submit a "Monthly Prompt Pay Certification," OFC Form 18, to the NHDOT Office of Federal Compliance no later than the 10th calendar day of each month.

APPENDIX B:

"General Decision Number: NH20210013 01/01/2021

Superseded General Decision Number: NH20200013

State: New Hampshire

Construction Type: **Highway**

County: **Rockingham County** in New Hampshire.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 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 calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply

to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
 0 01/01/2021

* SUNH2011-029 08/15/2011

	Rates	Fringes
CARPENTER (Excluding Form Work).	\$ 23.13	2.51
CARPENTER (Form Work Only)	\$ 20.57	1.06
ELECTRICIAN.	\$ 23.22	2.78
INSTALLER - GUARDRAIL.	\$ 22.29	11.84
IRONWORKER, REINFORCING.	\$ 18.00	0.00
IRONWORKER, STRUCTURAL.	\$ 34.45	17.20
LABORER: Blaster Rock.	\$ 28.38	9.46
LABORER: Common or General.	\$ 16.99	2.60
LABORER: Flagger.	\$ 10.42	1.37
LABORER: Highway/Parking Lot Striping.	\$ 16.77	0.00
LABORER: Landscape.	\$ 14.65	0.00

LABORER: Pipelayer.	\$ 18.29	4.33
OPERATOR: Auger.	\$ 26.07	0.00
OPERATOR: Backhoe.	\$ 27.72	4.17
OPERATOR: Bobcat/Skid Steer/Skid Loader.	\$ 19.25	0.00
OPERATOR: Bucket.	\$ 30.00	0.00
OPERATOR: Bulldozer.	\$ 24.59	6.11
OPERATOR: Crane.	\$ 23.95	3.29
OPERATOR: Drill Rig Caissons. ..	\$ 36.86	19.78
OPERATOR: Excavator.	\$ 24.72	5.58
OPERATOR: Grader/Blade.	\$ 25.16	6.97
OPERATOR: Loader.	\$ 24.10	5.72
OPERATOR: Mechanic.	\$ 16.92	3.44
OPERATOR: Oiler.	\$ 29.54	16.15
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).	\$ 23.43	0.00
OPERATOR: Roller.	\$ 22.27	6.57
OPERATOR: Post Driver/Pounder....	\$ 27.24	7.90

TRUCK DRIVER, Includes all

axles including Dump Trucks (Excludes Low Bed Trucks).....	\$ 17.59	2.99
TRUCK DRIVER: Low Bed Truck.....	\$ 21.43	6.30

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

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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 www.dol.gov/whd/govcontracts.

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 Regional Office for the area in which the survey was conducted because those Regional Offices have 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 DECISION

APPENDIX C:

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.

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.

01/13/15

ALL FA PROJECTS

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(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.

S U P P L E M E N T A L S P E C I F I C A T I O N

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.

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 0 (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.

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.

FEDERAL HIGHWAY ADMINISTRATION CIVIL RIGHTS ASSURANCE

The New Hampshire Department of Transportation HEREBY CERTIFIES THAT, as a condition of receiving Federal financial assistance under the Civil Rights Act of 1964, as amended, it will ensure that:

- I. No person on the basis of race, color, national origin, sex, age or disability will be subjected to discrimination in the level and quality of transportation services and transportation-related benefits.
2. The New Hampshire Department of Transportation will compile, maintain, and submit in a timely manner Title VI information required in compliance with the Department of Transportation's Title VI regulation, 49 CFR Part 21.9.
3. The New Hampshire Department of Transportation will make it known to the public that those people or persons alleging discrimination on the basis of race, color, or national origin as it relates to the provision of transportation services and transportation-related benefits may file a complaint with the Federal Highway Administration and/or the U.S. Department of Transportation.

The person or persons whose signature appears below are authorized to sign this assurance on behalf of the grant applicant or recipient.



09/28/2017

Victoria F. Sheehan
Commissioner
New Hampshire Department of Transportation

Date

The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination

Assurances

DOT Order No. 1050.2A

The New Hampshire Department of Transportation (NHDOT) (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA), is subject to and will comply with the following:

Statutory/Regulatory 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);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, "for which the Recipient receives Federal financial assistance from DOT, including the FHWA).

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements {The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted highway program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be {with regard

to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal-aid Highway Program activities and, in adapted form, in all proposals for negotiated agreements regardless of funding source:


"The NHDOT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE the NHDOT also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA and USDOT access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by FHWA and USDOT. You must keep records, reports, and submit the material for review upon request to FHWA, and USDOT or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The NHDOT gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FHWA-aid highway program. This ASSURANCE is binding on the NHDOT, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FHWA-aid highway program. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.


 b_y _____
Victoria F. Sheehan, Commissioner

09/28/2017
 DATED _____

Office of Federal Compliance - Municipal Contract Review Checklist

Project Name & Number: Portsmouth (Longmeadow Rd Ext.) 42350

Date Draft Contract Rec'd for Review: 7/22/2021 Date Draft Contract Rtn'd to P&CA:

Does the contract cover sheet have the following items? D Yes D No (see below)

Project Name D State Project #0 Federal # D County O (checked are needed)

D Check contract - ensure no mention of retainage. Pages where noted:

Davis Bacon Wage Rates: ISi Were correct D Were not present or correct - we inserted them

The Construction Contract Provisions Package needs to be included. The following items need to be included and current from the website.

- ISi Wage Rates - Federal Aid Projects document
D National Defense Authorization 09-08-20
ISi Special Attention - Buy America (Rev. 6/2/10)
D Cargo & Shipping 1-13-15
ISi Special Attention Convict Produced material 12-05-12
ISi Special Attention Lobbying Rev. 1/2001
ISi Special Attention - Contract Affidavit - Certification Regarding Debarment Suspension
ISi NHDOT Office of Federal Compliance: Special Attention- Summary of Requirements for Federal Aid Projects (Revision 5-22-2017)
ISi Special Attention - DBE Policy (Rev: 7-29-2013)
Is There a Specified DBE Goal? D Yes () ISi No
ISi Special Provision - Section 107.01 (3-1-16) (Bulletin Board Diagram)
D Amendment to Measurement and Payment 4-2-18
ISi FHWA 1273 - Electronic Version - May 1, 2012 (12 pages)
D OJT Appendix B to Subpart A of 230 1-9-2014
ISi Affirmative Action Req. (Source 41 CFR 60-4.2 & CFR 60-4.3)
ISi FHWA Civil Rights Assurances Appendices A & E (Commissioner Sheehan)
ISi Notice to all Bidders document
D Notice to all Bidder Rigging
ISi TE/CMAQ - Construction Proposal (Contract Affidavit Form)
D Commissioner Sheehan
ISi Supplemental Specification 109.09 for prompt pay

Does the Office of Federal Compliance require another review? Yes D No
Onsite LPA consultant: certification date: expires:

Comments:

2021.07.26
14:44:11-04:00"
Federal Compliance Officer Signature

July 26, 2021
Date

Review #1