

CONTRACT DOCUMENTS

for

Market Street Roadway Improvements

Widening, Signal & Overlay Project

City of Portsmouth

Bid #34-12

**Market Street Roadway Improvements
Widening Signal & Overlay Project**

City of Portsmouth, Rockingham County

**Federal Project # X-A000(334)
State Project #14368**

John P. Bohenko, City Manager

City of Portsmouth, New Hampshire

Prepared by:

City of Portsmouth
Engineering Division
Public Works Department

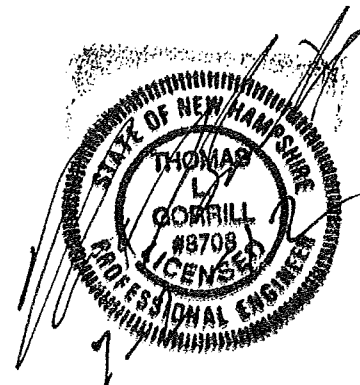


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BID #34-12

City of Portsmouth
Portsmouth, New Hampshire
Department of Public Works

Market St Exit 7 Improvements
Bid #34-12

INVITATION TO BID

Sealed bid proposals, **plainly marked**, (Market St Exit 7 Improvements, Bid Proposal #34-12) **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 11:00 AM on August 13, 2012; at which time all bids will be publicly opened and read aloud.

The project consists of widening the Market St corridor at its intersection with I95. Earthwork, ledge removal, paving, curbing, sidewalks, traffic signals and sign upgrades will all be part of the project.

Specifications and bid proposal forms may be obtained from the Finance/Purchasing Department on the third floor at the above address, unless otherwise specified.

The Contractor will be required to keep roadways and sidewalks passable for the public to the maximum degree possible.

The General Contractor for this project must be Pre-qualified with NHDOT for Road Construction. All electrical work on this project, including conduit, will be installed under the supervision of a New Hampshire Licensed Electrician. An electrical permit is required prior to any project work being completed.

Completion date will be 120 calendar days from the date of the Notice to Proceed. Liquidated damages shall be assessed at \$200.00 per day.

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

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.

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 drawn upon a bank within the State of New Hampshire 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.

This project is funded with New Hampshire Department of Transportation funds. Wage rates for all project labor will conform to federal Davis-Bacon wage rates (see Attachment 1). All work must be completed in accordance with the Federal Labor Standards Provisions, Equal Opportunity Act, and the Copeland Anti-Kickback Act.

If you have any questions please contact the Finance/Purchasing Department at the following number: 603-431-2006 X227.

INSTRUCTION TO BIDDERS

BIDDING REQUIREMENTS AND CONDITIONS

1. Special Notice to Bidders

a) Attention is directed to the fact that appended to these specifications is a complete set of bidding and general contract forms. These forms may be detached from the specifications and executed for the submittal of bids.

b) The plans, specifications, and other documents designated in the proposal form will be considered as part of the proposal, whether attached or not.

c) The bidders must submit a statement of bidders qualifications if requested.

2. Issuance of Proposal Forms

The City of Portsmouth, herein referred to as the Owner, reserves the right to deny a proposal form to a prospective bidder or to disqualify a bidder if the bidder is in default for any of the following reasons:

a) Lack of competency or of adequate machinery, plant or other equipment, as revealed by the statement of bidders qualification required under 1c of this page or otherwise.

b) Uncompleted work which, in the judgment of the owner, might hinder or prevent the prompt completion of additional work if awarded.

c) Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts.

d) Default under previous contracts.

e) Unsatisfactory performance on previous contracts.

f) The proposal is improper or nonconforming as defined in item 7 of this section.

3. 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.

INSTRUCTION TO BIDDERS(continued)

4. Examination of Plans, Specifications and Site Work

a) 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.

b) 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.

5. Familiarity with Laws

The bidder is assumed to have made himself or herself familiar with all federal and state laws 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 his or her 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.

6. Preparation of Proposal

a) The bidder shall submit his or her proposal upon the forms furnished by the Owner. The bidder shall specify a lump sum price both in words and 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. In case of discrepancy between the prices written in words and those written in figures, the prices written in words shall govern.

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 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.

INSTRUCTION TO BIDDERS (continued)

7. Nonconforming Proposals

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

- a) 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.
- b) 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.
- c) 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.
- d) If the proposal does not contain a unit price for each pay item listed except in the case of authorized alternate pay items.

8. 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 proposal form made payable to the "City of Portsmouth". If the bidder uses a bid bond it shall be:

- a) In a form satisfactory to the Owner.
- b) With a surety company licensed, authorized to do business in, and subject to the jurisdiction of the courts of the State of New Hampshire.
- c) 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 until 4:30 p.m. on the date five days from the date on which bids are opened, to correct any irregularities. If such irregularities are not corrected to the satisfaction of the Owner in its sole discretion, the bid may be rejected.

9. 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.

10. Withdrawal of Proposals

- a) 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.

INSTRUCTION TO BIDDERS (continued)

11. 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.

12. Disqualification of Bidders

- A. 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 or proposals:
1. More than one proposal for the same work from an individual, firm, or corporation under the same or different name.
 2. Evidence of collusion among bidders.
 3. Failure to submit all required information requested in the bid specifications.
 4. Such disqualification would be in the best interests of the Owner.
- B. No award will be made to any Bidder who cannot meet all of the following requirements:
1. The Bidder shall not have defaulted or turned the work over to the bonding company on any contract within three years prior to the bid date.
 2. The Bidder shall maintain a permanent place of business.
 3. The Bidder shall have adequate personnel and equipment to perform the work expeditiously.
 4. The Bidder shall have suitable financial status to meet the obligations incidental to the Work.
 5. The Bidder shall have appropriate technical experience satisfactory to the City Engineer in the class of work involved.
 6. The Bidder shall be registered with the Secretary of State to do business in New Hampshire.
 7. The Bidder shall have performed to the satisfaction of the Owner and the City Engineer on previous contracts. A history or record of poor performance will result in disqualification.
 8. The Bidder shall have a good reputation for completing a project "on budget."
 9. The Bidder shall not have repeatedly failed to complete work or meet deadlines on previous contracts with Owner or any other party except in those cases where the failure or delay was caused by someone other than Bidder or otherwise excused.
- A HISTORY OR RECORD OF POOR PERFORMANCE WILL RESULT IN DISQUALIFICATION.**

13. 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 said bid based on the contents of said statement or as a result of the failure of the bidder to submit said statement.

AWARD AND EXECUTION OF CONTRACT

1. Consideration of Proposals

a) After the proposals are opened and read, they will be compared on the basis of the total price to be charged to perform the work. 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.

b) The right is reserved 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.

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. A responsible and qualified bidder is one who is not disqualified and otherwise has a history and reputation for performing timely, quality work within project budgets. 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. Cancellation of Award

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 if requested immediately 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) A performance bond in the amount of 100 percent of the contract amount.
- b) Labor and materials payment bond in the sum equal to 100 percent of the contract amount.

At the time of project completion, the successful bidder shall furnish:

- c) A maintenance bond in the amount equal to 10 percent of the contract amount. Such bond shall guarantee the repair of all damage due to faulty materials or workmanship provided or done by the contractor. The guarantee shall remain in effect for a period of one year after the date of final acceptance of the job by the Owner.

AWARD AND EXECUTION OF CONTRACT (continued)

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.
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 will be required to present all contract bonds and execute the contract within 10 days following notification of acceptance of his or her bid. No contract shall be considered as in effect until it has been fully executed by all parties thereto.

7. Failure to Execute Contract

Failure to execute the contract and file acceptable bonds 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 work may be re-advertised as the Owner may determine in its sole discretion.

Market St Exit 7 Improvements

Bid #34-12

PROPOSAL FORM

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 site 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 Portsmouth City Engineer. 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 therefor the following item prices, to wit:

PROPOSAL FORM

THIS PROJECT SHALL BE BID BY UNIT PRICES:

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	UNIT PRICE IN WORDS	UNIT PRICE IN FIGURES	ITEM TOTAL IN FIGURES
201.01	1	LS	CLEARING	_____	\$ _____	\$ _____
202.41	200	LF	REMOVAL OF EXISTING PIPE	_____	\$ _____	\$ _____
202.55	450	SY	REMOVAL OF CONCRETE MEDIAN	_____	\$ _____	\$ _____
203.1	1430	CY	COMMON EXCAVATION	_____	\$ _____	\$ _____
203.2	500	CY	ROCK EXCAVATION	_____	\$ _____	\$ _____
304.1	230	CY	SAND	_____	\$ _____	\$ _____
304.2	230	CY	GRAVEL	_____	\$ _____	\$ _____
304.3	520	CY	CRUSHED GRAVEL	_____	\$ _____	\$ _____
403.11	550	TON	HOT BIT. PAVEMENT, MACHINE METHOD	_____	\$ _____	\$ _____
411.43	890	TON	HOT BIT. PAVEMENT - OVERLAY	_____	\$ _____	\$ _____
417	10310	SY	COLD PLANING	_____	\$ _____	\$ _____
520.1	55	CY	CONCRETE CLASS A (ISLANDS)	_____	\$ _____	\$ _____
603.69012	105	LF	12" DRAINAGE PIPE (CONTR. OPTION)	_____	\$ _____	\$ _____
604.12	6	U	CATCH BASIN TYPE B	_____	\$ _____	\$ _____
604.128	2	U	CATCH BASIN TYPE B, 8-FOOT DIA.	_____	\$ _____	\$ _____
604.4	10	LF	RECON. CATCH BASINS AND DROP INLETS	_____	\$ _____	\$ _____
604.52	30	LF	RECONSTRUCTING/ADJUSTING MANHOLES	_____	\$ _____	\$ _____
604.6	13	EA	MANHOLE/CB AND FRAMES	_____	\$ _____	\$ _____
608.12	225	SY	2" BITUMINOUS SIDEWALK	_____	\$ _____	\$ _____
608.26	55	SY	6" CONCRETE SIDEWALK	_____	\$ _____	\$ _____

PHASE 1 PROPOSAL FORM (continued)

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	UNIT PRICE IN WORDS	UNIT PRICE IN FIGURES	ITEM TOTAL IN FIGURES
608.52	11	EA	DETECTABLE WARNING PANEL	_____	\$ _____	\$ _____
609.01	125	LF	STRAIGHT GRANITE CURB	_____	\$ _____	\$ _____
609.02	185	LF	CURVED GRANITE CURB	_____	\$ _____	\$ _____
609.21	930	LF	GRANITE SLOPE CURB	_____	\$ _____	\$ _____
609.5	1475	LF	RESET GRANITE CURB	_____	\$ _____	\$ _____
614.512	12	LF	CONCRETE PULL BOXES	_____	\$ _____	\$ _____
614.7	1230	LF	3" PVC PLASTIC CONDUIT	_____	\$ _____	\$ _____
615.03	300	SF	TRAFFIC SIGN, TYPE C (F)	_____	\$ _____	\$ _____
615.10002	1	LS	MAST ARM SIGN STRUCTURE	_____	\$ _____	\$ _____
616.15	900	LF	TRAFFIC SIGNAL INTERCONNECT	_____	\$ _____	\$ _____
616.5	6	EA	TRAF.SIG. POST FOUND.	_____	\$ _____	\$ _____
616.512	1	EA	TRAF. SIG. MAST ARM FOUND. TYPE 2-750R	_____	\$ _____	\$ _____
616.514	3	EA	TRAF. SIG. MAST ARM FOUND. TYPE 2-900R-B	_____	\$ _____	\$ _____
616.552	3	EA	TRAF. SIG. TYPE P CABINET FOUND. - MODIFY EXS	_____	\$ _____	\$ _____
616.191	1	U	ALT. TO TRAF. SIG. - MARKET/I-95 NB	_____	\$ _____	\$ _____
616.192	1	U	ALT. TO TRAF. SIG. - MARKET/I-95 SB	_____	\$ _____	\$ _____
616.193	1	U	ALT. TO TRAF. SIG. - MARKET-KEARSARGE	_____	\$ _____	\$ _____
616.635	24	EA	TRAF.SIG. DETECTOR LOOP 6 FT X 50 FT	_____	\$ _____	\$ _____
618.6	30,000	\$	FLAGGING/POLICE	Thirty Thousand	\$ 30,000.00	\$ 30,000.00
619.1	1	LS	MAINTENANCE OF TRAFFIC	_____	\$ _____	\$ _____
608.52	10	EA	DETECTABLE WARNING PANEL	_____	\$ _____	\$ _____

PHASE 1 PROPOSAL FORM (continued)

619.25	4	U	PORT. CHANG. MESSAGE SIGNS	_____	\$	_____	\$	_____
632.0104	13000	LF	RETR. THERMO PAVE MARKINGS, 4" LINE	_____	\$	_____	\$	_____
632.32	1850	SF	RETR, THRMOPLAS PAV. MARKING SYMBOL	_____	\$	_____	\$	_____
641	100	CY	LOAM	_____	\$	_____	\$	_____
644.15	30	LBS.	PARK SEED TYPE 15	_____	\$	_____	\$	_____
645.7	1	U	STORMWATER POLL.PREV. PLAN	_____	\$	_____	\$	_____
645.71	10	HR	MONT. EROSION AND SEDIMENT CONTROL	_____	\$	_____	\$	_____
692	1	U	MOBILIZATION	_____	\$	_____	\$	_____

Total Amount of Base Bid (BASIS OF AWARD) of Items compiled by the Bidder using the estimated quantities listed above.

In Figures \$ _____

In Words \$ _____

Bid award will be based on the total amount of Base Bid.

PROPOSAL FORM (continued)

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: _____
Print Name

By: _____
Signature

Title: _____

_____ Business Address

_____ City, State, Zip Code

Telephone: _____

The Bidder has received and acknowledged Addenda No. _____ through _____.
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.

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__.

(Name of Principal) L.S.

(SEAL)

BY _____

(Name of Surety)

BY _____

STATEMENT OF BIDDER'S QUALIFICATIONS

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

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 your last 10 contracts of \$200,000 or more recently performed, stating:
 - A. the approximate cost for each
 - B. the nature of the work
 - C. the month and year completedIf the Bidder has performed fewer than 10 contracts of \$200,000 or more, provide all project history since the date of the organization or the last three years.
13. List your major equipment available for this contract.
14. List your key personnel such as project superintendent and foremen available for this contract.

STATEMENT OF BIDDERS QUALIFICATIONS (continued)

15. List any subcontractors whom you would expect to use for the following (unless this work is to be done by your own organization).
- a. Paving _____
 - b. Signals _____
 - c. Granite Curbing _____
 - d. Signs _____
 - e. Pavement Markings _____

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, must be attached and Certified Audited Statement 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 _____

AUTHORIZATION AND RELEASE

As part of the Bid, the Bidder shall execute and submit the Authorization and Release set forth below:

By submitting this Bid, Bidder authorizes Owner, Engineer, and their employees and agents to make such inquiries as they deem necessary to determine whether Bidder's qualifications are satisfactory. Bidder hereby agrees to release and hold harmless Owner, Engineer and any person or entity requested to respond to Owner or Engineer regarding Bidder's qualifications from any and all claims and causes of action related to such inquiries, including without limitation actions for defamation, slander or interference with contractual relations.

Bidder: _____

By: _____

Name: _____

Title: _____

CONTRACT AGREEMENT

Market St Exit 7 Improvements

Bid #34-12

THIS AGREEMENT made as of the ____ day of ____ in the year **2012**, 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.

A) 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 City Engineer, 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.

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 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 **two hundred dollars** for each calendar day beyond the specified completion date. Said 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
- 8.5 General Requirements, Control of Work, Temporary Facilities, Measurement and Payment, Special Requirements, Utilities and Drawings
- 8.6 Insurance Requirements
- 8.7 Technical Specifications
- 8.8 Drawings
- 8.9 Attachments 1 and 2 (Provisions of Grant Agreement)
- 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 performance or non-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 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 -

- 13.1 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.

CONTRACT AGREEMENT (continued)

- 13.2 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.
- 13.3 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.
- 13.4 This Contract shall be governed by the laws of the State of New Hampshire without regard to the principles of conflict of laws thereof.
- 13.5 The parties hereby agree that jurisdiction and venue for any action related to or arising from this contract shall reside with the Rockingham County Superior Court unless the parties shall agree otherwise.

ARTICLE XIII - OTHER PROVISIONS – Not Applicable

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

NAME OF BUSINESS:

BY: _____

TITLE: _____

ATTEST: _____

(SEAL)

CITY OF PORTSMOUTH, N.H.

BY: _____
John P. Bohenko

TITLE: City Manager

ATTEST: _____

(SEAL)

NOTICE OF INTENT TO AWARD

Date:

TO:

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

Market St Exit 7 Improvements

Bid #34-12

In the City of Portsmouth, New Hampshire, you are hereby notified that the City intends to award the aforesaid project to you.

You are further instructed to immediately take the necessary steps for execution of the Contract within ten (10) calendar days from the date of this Notice.

Prior to starting work you must deliver to the Owner certificates of insurance and bonds which you are required to purchase and maintain in accordance with the Contract Documents. In addition, you must deliver to the Owner the certification from the Landscape subcontractor that type, number and size of trees specified has been located, acquired and set aside so that they will be available for installation at the end of the construction phase. 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:

PROJECT: Market St Exit 7 Improvements
Bid #34-12

TO:

YOU ARE HEREBY NOTIFIED TO COMMENCE WORK IN ACCORDANCE
WITH THE AGREEMENT DATED _____, ON OR
BEFORE _____ AND THE DATE OF COMPLETION OF ALL WORK SHALL
BE _____.

CITY OF PORTSMOUTH, N.H.

BY _____

TITLE _____

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

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 Contract Time:
_____ days

Contract Price prior to this
Change Order:
\$ _____

Contract Time prior to this
Change Order:
_____ days

Net Increase or Decrease of
this Change Order:
\$ _____

Net Increase or Decrease of
this Change Order:
_____ days

Contract Price with all
approved Change Orders:
\$ _____

Contract Time with all
approved Change Orders:
_____ days

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., 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 **Market St Exit 7 Improvements** in accordance with drawings and specifications prepared Gorrill-Palmer Consulting Engineers Inc. on behalf of the City of Portsmouth Community Development Department, 1 Junkins Avenue, 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.

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.

PERFORMANCE BOND (continued)

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:

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

(Surety Company)

(Witness) (Title) BY: _____
(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. e, 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 entered into a contract with Owner for **Market St Exit 7 Improvements** in accordance
with drawings and specifications prepared Gorrill-Palmer Consulting Engineers Inc. on behalf of the City
of Portsmouth Community Development Department, 1 Junkins Avenue, Portsmouth, N.H. 03801; which
contract is by reference made a part hereof, and is hereinafter referred to as the Contract. 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 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:

LABOR AND PAYMENT BOND (continued)

(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) (Principal) BY: _____ (Seal)

(Surety Company)

(Witness) (Title) BY: _____ (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.

MAINTENANCE BOND

A maintenance bond in the amount of **10%** of the contract price with a corporate surety approved by the Owner will be required. Such bond shall be provided at the time of Contract completion and shall guarantee the repair of all damage due to faulty materials or workmanship provided or done by the Contractor. This guarantee shall remain in effect for a period of one year after the date of final acceptance of the job by the Owner.

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:

Market St Exit 7 Improvements Bid #34-12

(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 _____

_____ do 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:

Market St Exit 7 Improvements Bid #34-12

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.

CONTRACTOR'S RELEASE (continued)

IN WITNESS WHEREOF, _____

(Contractor)

has caused these presents to be duly executed this _____
_____ day of _____, 20__.

Signed, Sealed and Delivered
in the presence of:

(Individual-Contractor) (Seal)

(Partnership-Contractor) (Seal)

(Partner) BY _____ (Seal)

Attested: _____
(Corporation)

(Secretary) BY _____
(President or Vice President)

(Corp. Seal)

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

(As to items A and B above, 1 million per occurrence is acceptable if combined with sufficient excess policy.)

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.
- D) Property Insurance-Builders Risk: When the contract is for construction of or addition to building structures, the contractor shall provide Builders Risk Insurance (including perils of fire, extended coverage, and theft) on all work in place and/or materials stored at the site. This insurance shall provide coverage for the full cash value of all completed construction and/or materials stored.

ADDITIONAL INSURED

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

- A) The contractor's insurance shall be primary in the event of a loss.
- B) The Additional Insured endorsement must include language specifically stating that the entity is to be covered for all activities performed by, or on behalf of, the contractor, including the City of Portsmouth's general supervision of the contractor.

INSURANCE REQUIREMENTS (continued)

- C) 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

GENERAL REQUIREMENTS

PART 1 - SUMMARY

1.1 SCOPE OF WORK

- A. The proposed work for this project will include reconstructing the existing travelway, construction of new sidewalks, utility infrastructure replacement, drainage improvements, landscaping and on street parking.

1.2 LIMITS OF WORK

- A. Each phase shall consist of complete improvements on each street section within the limits of the cross streets at the ends of each street section.

1.3 SURVEY/CONSTRUCTION

- A. Survey control and TBM's are noted on the Plan. The City shall supply the initial lay-out for the project including baseline stationing. All re-setting of base line and stakes or additional lay-out will be paid for by the Contractor.

- B. The Surveyor for the project lay-out is:

James Verra and Associates, Inc.
101 Shattuck Way, Suite 8
Newington, NH 03801-7876

Telephone : (603)436-3557
Fax: (603)436-8339
E mail JamesV@JVASurveyors.com

Primary Contact Person: James Verra

1.4 INTENT OF CONTRACT

- A. The intent of the Contract is to provide for the construction and completion in every detail of the work described.
 - 1. 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.
 - 2. 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.

GENERAL REQUIREMENTS (continued)

1.5 INCIDENTAL WORK

- A. Incidental work items for which separate payment is not measured includes, but is not limited to, the following items:
1. Clearing, grubbing and stripping (unless otherwise paid for)
 2. Clean up
 3. Plugging existing sewers and manholes
 4. Removing and resetting Existing signs.
 5. Restoration of property
 6. Cooperation with other contractors, abutters and utilities.
 7. Utility crossings, unless otherwise paid for.
 8. Minor items - such as replacement of fences, guardrails, rock wall, etc.
 9. Steel and/or wood sheeting as required.
 10. Accessories and fasteners or components required to make items paid for under unit prices or lump sum items complete and functional.

1.6 ALTERATION OF PLANS OR OF CHARACTER OF WORK

- A. 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.

1.7 EXTRA WORK ITEMS

- A. 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.
- B. If the Owner determines that extra work is to be performed, a change order will be issued.

1.8 CHANGE ORDERS

- A. 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.

GENERAL REQUIREMENTS (continued)

- B. The contractor shall be required to sign the change order and it shall be considered as part of the Contract documents.

1.9 FINAL CLEAN UP

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

1.10 ERRORS AND INCONSISTENCY IN CONTRACT DOCUMENTS

- A. 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. Technical Specifications will govern General Requirements

GENERAL REQUIREMENTS (continued)

PART 2 - CONTROL OF WORK

2.1 AUTHORITY OF ENGINEER

- A. All work shall be done under supervision of the City Engineer and to his satisfaction. The City 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 City 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 City 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).
- D. The Contractor shall plan paving operations so that the Engineer will have sufficient advanced notification to provide the necessary inspection and testing. Sufficient notification will be considered 48 hours.
 - 1. In the event that paving is suspended, the 48 hour notification shall be required again before restarting the paving operations unless otherwise agreed by the Engineer.
 - 2. Consistent notification of paving intent without actually paving will result in the following actions:
 - a. First offense – verbal warning
 - b. Second offense – written warning
 - c. Third and subsequent – liquidated damages will be charged for one working day.

2.2 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK

- A. If the City determines that non-conforming work substantially conforms to the Contract, the City may accept the non-conforming work provided that the City

GENERAL REQUIREMENTS (continued)

may require a credit to the City to be deducted from amounts otherwise due the Contractor. If the City and Contractor cannot agree to the amount of the credit, the work shall be unacceptable work.

- B. The Contractor shall remove, replace, or otherwise correct all unacceptable work as directed by the City at the expense of the Contractor, without cost or liability to the City.
- C. Prior to Final Acceptance and upon written order by the City, the Contractor shall remove or uncover unauthorized work. After examination, the Contractor shall rebuild the uncovered work to a condition conforming to the Contract at the expense of the Contractor and without cost or liability to the City. Any delay arising from unauthorized work shall be an inexcusable delay.
- D. Prior to Final Acceptance and upon written order by the City, the Contractor shall uncover un-inspected work. After examination, the Contractor shall rebuild the uncovered work to a condition conforming to the Contract.
 - 1. If the City determines that the un-inspected work is acceptable, the uncovering, removing, and rebuilding will be paid for as extra work and any delay resulting there from shall be an excusable delay.
 - 2. If the City reasonably determines that the un-inspected work is unacceptable, the uncovering, removing, and rebuilding shall be at the Contractor's expense and any delay resulting there from shall be an inexcusable delay.

2.3 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

GENERAL REQUIREMENTS (continued)

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 be responsible for the preservation of all trees on the project which are not called to be removed. Any trees damaged by the Contractor's operations shall be repaired using approved tree dressing or paint in accordance with the appropriate provisions of Section 650-658 inclusive of the NHDOT Standard Specifications. 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.
- G. Construction operations on this project may unearth or uncover cultural resources of a historic nature. If buried or obscured cultural materials are observed during vegetation removal, the encountered resource shall then be identified, recorded and an assessment made of the resource by a qualified archaeologist.

The right is reserved to the City and its authorized agents, including a qualified archaeologist and appropriate professions to enter upon the right of way for the purposes of investigating and/or excavating and removing such resources. The contractor shall cooperate with forces engaged in such work and may be required to work on another area of the project until the evaluation is completed.

2.4 MAINTENANCE DURING CONSTRUCTION

- A. 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.

2.5 SAFETY PRECAUTIONS

- A. 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.
- B. During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of

such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

- C. At the end of each working day, the construction site shall be left in a safe and orderly manner. All materials and equipment on site that have not been incorporated into the work shall be placed in secured areas outside the traveled way and off private property, unless the Contractor has obtained agreements with said property owners for storage of materials and equipment. Portions of the work which are in progress shall be protected to avoid damage to the work and/or protect pedestrians and vehicles utilizing the project area.

2.6 PERMITS

- A. 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.

2.7 MAINTENANCE AND PROTECTION OF TRAFFIC

- A. The Contractor shall provide such police officers or flaggers as the City Engineer deems necessary for the direction and control of traffic within the site of project.
- B. The Contractor shall be responsible for the cost, scheduling and supervising of any necessary Traffic Officers. Traffic Officers are incidental to all work.
- C. A minimum of one lane in each direction shall be maintained at all times unless approved by the Engineer. In addition during peak travel times it will be necessary to limit any lane closure to the greatest extent practicable. The maximum work zone in the restricted lane shall not exceed 300 feet except for paving or unless waived by the City.
- D. The final pavement overlay and the final pavement markings shall be completed during the night time hours between 7:00 PM and 6:00 AM between Sunday evening and Thursday morning. The contractor will be responsible for providing all additional material, equipment, labor, and other incidentals that are necessary for night work and no separate payment shall be made.
- E. The contractor shall be responsible to ensure the safe passage of pedestrians thru the work area at all times. At least one (1) pedestrian access shall be provided at all times.
- F. The Contractor is responsible for developing a traffic maintenance plan and must get approval from the Engineer and NHDOT before any construction begins. Guidelines for the construction and erection of barricades, lighting devices, warning signs, etc. may be found in the most recent edition of "Manual on Uniform Traffic Control Devices for Streets and Highways".
- G. This work shall be considered paid for under item 619.1 Maintenance of Traffic

BARRICADES AND WARNING SIGNS

- H. 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.
- I. The Contractor shall be held responsible for all damage to the work due to any failure of the warning devices to properly protect the work from the traffic, pedestrians or other causes.
- J. Roadway closed to traffic shall be protected by effective barricades.
 - 1. Obstructions shall be illuminated during hours of darkness.
 - 2. Suitable warning signs shall be provided to control and direct traffic in a proper manner, as approved by the engineer.
- K. Traffic shall not be allowed to back up onto the turnpike.
- L. Contractor to coordinate with the sound wall project along I-95 southbound just north of Exit 7.
- M. This work shall be considered paid for under item 619.1 Maintenance of Traffic

2.8 TRAFFIC SIGNS

- A. All existing traffic signs which are to be removed during construction shall be carefully dismantled and the posts removed and shall be stacked in an area approved by the Engineer. The Contractor shall protect the signs from damage while in his possession and shall repair, at no additional cost to the City, any damages caused by his operations. The contractor shall reset the signs to their original locations or to a new location as directed by the City's representative.
- B. Stop signs are to be maintained at their original locations at all times during the progress of the work
- C. Prior to the start of any construction work, the Contractor and Engineer shall prepare a mutually acceptable inventory of all signs within the project limits which shall be used as a guide for replacement should signs be removed for construction purposes. The signs shall be inventoried by station location and approximate offset, legend of sign and post.
- D. This work shall be considered as subsidiary obligation of the contract for which no specific payment will be made. All signs shall conform to the MUTCD

2.9 LIMITATION OF OPERATIONS

- A. The Contractor shall conduct the work at all times in such a manner and in such sequence as will assure the least interference with traffic.

- B. The Contractor shall not open up work to the prejudice or detriment of work already started.
- C. The Engineer may require the Contractor to finish a section on which work is in progress before work is started on any additional sections, if finishing such section is essential to public convenience.

GENERAL REQUIREMENTS (continued)

PART 3 - TEMPORARY FACILITIES

3.1 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.

3.2 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.

3.3 TEMPORARY WATER

- A. 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.

3.4 TEMPORARY ELECTRICITY

- A. The Contractor shall make all arrangements with the Public Service Company 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.
- B. The Contractor shall be responsible with obtaining an electrical permit from the City Electrical Inspector.

GENERAL REQUIREMENTS (continued)

PART 4 - MEASUREMENT AND PAYMENT

4.1 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 prismatic 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.
- 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.

4.2 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.

4.3 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.

4.4 FINAL ACCEPTANCE

- A. Upon due notice from the Contractor of presumptive completion of the entire project, the City 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 City Engineer will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of the final inspection.
- B. If, however, the inspection discloses any work in whole or in part, as being unsatisfactory, the City 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 City Engineer will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

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

4.6 GENERAL GUARANTY AND WARRANTY OF TITLE

- A. The Contractor unconditionally warrants and guarantees that the project will be free from warranty defects for one year from the date of Final Acceptance. Final Acceptance includes receipt of all conforming closeout documentation.
- B. If the City discovers any warranty defects during the warranty period, the Contractor agrees to promptly perform all remedial work at no additional cost or liability to the City. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting there from 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.
- C. 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.
- D. 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.
- E. 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.

4.7 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.

4.8 TERMINATION OF CONTRACTOR'S RESPONSIBILITY

- A. 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 Article 4.8 above.

SPECIAL REQUIREMENTS

5.1 PRECONSTRUCTION CONFERENCE

- A. A conference will be held at a specified location by the City, within ten (10) days after the awarding of the contract. At this time, the contractor will be required to submit a schedule and a plan showing project activities.
 - 1. In addition to the contractor any subcontractors are required to attend.
 - 2. City officials, NHDOT and representatives of the various utility companies involved in the project will be present at this meeting.
- b) It is the purpose of this meeting to inform the various agencies of the proposed work schedule, and to give them the opportunity of discussing any difficulties and of offering suggestions to the Contractor concerning his proposed schedule in order that full cooperation may be reached.

5.2 LAYOUT

- A. The City of Portsmouth will supply a construction layout of this project on a one-time basis consisting of a vertical benchmark and pertinent vertical and horizontal locations. The contractor will be required to maintain this layout throughout the life of the contract at their own expense.

5.3 SCHEDULE OF OPERATIONS

- A. The above mentioned schedule of operations shall consist of a bar chart detailing the Work Plan/Sequence of Construction

5.4 WORKING HOURS

- A. With the Exception of final Paving, no work shall proceed on this project prior to the hour of 7:00 A.M. or after 7:00 P. M. (prevailing time) on any working day without written approval from the Engineer. The definition of work for this specification shall include the starting or moving of equipment, machinery, or materials. No Work Shall be completed on Saturday, Sundays or Holidays.
- B. Any day worked for four hours or more shall be considered a full working day.

5.5 NOTIFICATION OF RESIDENTS

- A. Residents shall be notified sufficiently in advance of any construction affecting the resident's driveway and sidewalk to allow adequate time for his removal of personal vehicles.
- B. Locations of curb cuts for drive access affecting individual residents shall be brought to residents' attention.

5.6 MATERIALS

- A. Materials shall meet the requirements specified for the various subsections of the specifications. Equals shall be approved only prior to the bid opening.

5.7 SURVEY

- A. The City will be responsible for establishing the benchmark location and the construction baseline. The Contractor shall be responsible for maintaining these controls during construction and providing all additional survey required, which shall be done by a competent Engineer or Surveyor.

5.8 SHEETING AND BRACING

- A. Any sheeting and/or bracing required for the satisfactory installation of drainage and/or sanitary sewerage structures will not be paid for separately but shall be considered as incidental to the appropriate bid item.

5.9 OCCUPATIONAL SAFETY AND HEALTH

- A. The Contractor is hereby advised that all work to be furnished to the City shall be performed with equipment, methods, and use of personnel in conformance with the pertinent Occupational Safety and Health Act requirements of the State of New Hampshire and with the regulations for construction as specified by the City of Labor and Occupational Safety and Health Administration (OSHA) as currently amended.

5.10 SETTING OF PIPES TO LINE AND GRADE

- A. Laser beam equipment shall be used for laying storm drain, frequent checks shall be made to assure close adherence to line and grade.

5.11 EXTENT OF OPEN EXCAVATION

- A. The extent of excavation open at any one time shall be controlled by OSHA regulations and by existing conditions and location of work area.
- B. All excavations must be backfilled to grade at the end of the workday.

5.12 DUST CONTROL FOR STREET

- A. Calcium chloride shall be spread only on disturbed unpaved areas. Calcium chloride shall not be spread on paved areas that are covered by granular material. These areas shall be swept clean of all granular material.
- B. Dust on paved areas shall be controlled with water before sweeping.
- C. This work and materials shall be considered as subsidiary obligation of the contract for which no specific payment will be made.

5.13 TRENCH PAVEMENT REPLACEMENT

- A. The Contractor shall be responsible for repairing any trench pavement that has settlement in excess of one inch, cracking or opening of pavement joints. Repair may include overlay, removal of unacceptable material and complete replacement, joint sealing or re-cutting pavement as required.
- B. This work may be necessary after final acceptance of the work and prior to expiration of the maintenance bond.
- C. This work shall be done at no additional cost to the City.

5.14 WASTE MATERIAL

- A. All waste material shall be removed from the site and the area left clean upon completion of work.
- B. Any equipment or structures damaged by the Contractor shall be repaired or replaced at no additional cost to the City.

5.15 QUALITY ASSURANCE

- A. The Contractor shall be responsible at all times for maintaining quality assurance during performance of his work in accordance with the NDHOT Standard Specifications. Particular attention to compaction shall be paid during backfilling operation.

UTILITIES

6.1 UTILITY MEETING

- a. A Preconstruction Utility Conference with the Contractor and Utilities is required and shall be scheduled by the City at a mutually agreeable time. Meeting place to be determined by City.

6.2 GENERAL INFORMATION

- b. Unless otherwise specified, any underground utility facilities shown on the project plans represent approximate locations gathered from available information. The City cannot certify the level of accuracy of this data.
 - i. Underground facilities indicated on the topographic sheets (plan views) have been collected from historical records and/or on-site designations provided by the respective utility companies.
 - ii. Underground facilities indicated on the cross-sections have been carried over from the plan view data and may also include further approximations of the elevations (depths) based upon straight-line interpolation from the nearest manholes, gate valves, or test pits.
 - iii. All adjustments are to be made by the respective utility unless otherwise specified herein.
- c. Temporary utility adjustments are not anticipated.
- d. All clearing and tree removal in areas where utilities are involved must be completed before the utilities are able to relocate their facilities.
- e. Fire hydrants shall not be disturbed.

6.3 UTILITY SPECIFIC ISSUES:

- a. Any tree removal or tree trimming required within ten feet of the Public Service Company conductors must be done by a contractor qualified to work within ten feet of the Public Service Company conductors. A list of tree removal contractors qualified to remove trees or limbs within ten feet of conductors may be obtained from Dave Meserve (603) 436-7708 X 5621.

6.4 COOPERATION WITH UTILITIES.

- A. At points where the Contractor's operations are adjacent to properties of telephone, gas, water and/or power companies, or are adjacent to other property, damage to which might result in considerable expense, loss or inconvenience, work shall not be commenced until all arrangements necessary for the protection thereof have been made.
- B. The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable time, duplication or rearrangement work may be reduced to a minimum, services rendered by those parties will not be unnecessarily interrupted.
- C. No person, firm, or corporation, shall make or cause to be made any opening or excavation in a City Street, way, or public place until contact has been made with all utilities to locate any existing underground gas, water, telephone, power or other installations within said street, way or public place.
- D. When gas or other flammable service to buildings is discontinued, the existing service line for such service shall be terminated at a point outside the building.
- E. In the event of interruption to water or utility services as a result of accidental breakage, or as a result of being exposed or supported, the Contractor shall promptly notify the proper authority. He shall cooperate with the same authority in the restoration of such service as promptly as possible.
- F. Water lines, gas lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cableways, signals and all other utility appurtenances within the limits of the proposed construction are to be moved by the Utilities without expense to the Contractor, unless otherwise provided for, or as noted in the plans.
- G. The Contractor shall ascertain the location of existing utilities and any other necessary information by direct inquiry at the office of the following utility owners:

Dig Safe: Call before you dig- 1-888-344-7233

- H. The completeness of the above listing is not guaranteed by the City of Portsmouth.

7 DRAWINGS

7.1 SHOP DRAWINGS

- A. The Contractor shall submit working and detail drawings, well in advance of the work, to the City Engineer for review.
- B. The Contractor's drawings shall consist of shop detail, erection and other working plans showing dimensions, sizes and quality of material, details and other information necessary for the complete fabrication and erection of the pertinent work.
- C. The Contractor shall submit two sets of drawings to the City Engineer.
- D. Prior to the approval of the drawings, any work done or materials ordered for the work involved shall be at the Contractor's risk.
- E. One set of the drawings will be returned to the Contractor approved or marked with corrections to be made. After approval has been given, the Contractor shall supply the City Engineer with two sets of the revised detail working drawings.
- F. The City Engineer's approval of the Contractor's working drawings will not relieve the Contractor from responsibility for errors in dimensions or for incorrect fabrication processes, or from responsibility to complete the contract work.

7.2 RECORD DRAWINGS

- A. The Contractor shall keep daily records of all changes in the work, ties to all new service connections, and elevations of all inverts.
- B. Upon completion of the project, the Contractor shall deliver to the Engineering marked-up set of plans with all changes and required information indicated in red.
- C. Final payment will not be made until the Engineer receives the marked-up set of plans.

TECHNICAL SPECIFICATIONS

All work shall be completed in accordance with the NHDOT Standard Specifications for Road and Bridge Construction and the NHDOT Standard Plans for Road Construction, most recent editions. All state and federal contract requirements contained in the Division 100 – General Provisions of the NHDOT Standard Specifications for Road and Bridge Construction will apply to this project.

The following Supplemental Specifications and Special Provisions shall amend the Standard NHDOT Standard Specifications for Road and Bridge Construction. In case of conflicts, these Supplemental Specifications (1) and Special Provisions (2) shall take precedence and shall govern.

The NHDOT Standard Specifications for Road and Bridge Construction are available on line at: **<http://webster.state.nh.us/dot/specifications/>**

The above listed specifications are modified as set forth herein on the following pages.

Method of payment described in the Technical Specifications shall supersede any methods described in the referenced standard specifications. All payments shall be subject to the terms and methods of payment set forth in the General Requirements.

SPECIAL PROVISION SECTION 101

DEFINITIONS AND TERMS

101.22 Commissioner shall mean City of Portsmouth Department of Public Works Director

101.39 Department shall mean the City of Portsmouth Department of Public Works

101.43 Engineer shall mean the City of Portsmouth Department of Public Works or their representative.

101.48 Executive Council shall mean the City of Portsmouth City Council.

SECTION 201
CLEARING AND GRUBBING

The provisions of Section 201 of the "State of New Hampshire, Department of Transportation, Standard Specifications for Road and Bridge Construction, 2010 Edition" shall apply with the following additions and modifications:

201.5 Basis of Payment. Compensation under this item shall include the removal of trees in the areas designated by the Engineer, removal of stumps, slash, brush, dust control, hauling, barricades, safety devices, temporary removal of detrimental objects and all tools, equipment, labor and other materials necessary to satisfactorily complete the work.

Bushes, shrubs and other misc. landscape features shall be removed as directed by the City's representative and this work shall be considered incidental to item 303.1 Common Excavation and no separate payment shall be made.

Payment will be made under:

Pay Item

Pay Unit

201.01

Clearing

Acre

SECTION 202
REMOVING STRUCTURES AND OBSTRUCTIONS
(Catch basins, Pipes, Fencing, Etc.)

The provisions of Section 202 of the "State of New Hampshire, Department of Transportation, Standard Specifications for Road and Bridge Construction, 2010 Edition" shall apply with the following additions and modifications:

202.5 Basis of Payment. The accepted quantity of removal of existing pavement surface shall be **incidental to all work.** There will be **no compensation under this item** for removal of the pavement surface, dust control, hauling, placement of a bituminous leveling course, temporary removal of detrimental objects and all tools, equipment, labor and other materials necessary to satisfactorily complete the work.

Pavement removal shall be considered incidental to pay item 203.10 Common Excavation and no separate payment shall be made (the existing quantity of pavement has been included under this item).

Separate payment for manhole and catch basin removal shall only be made whenever the center of the structure to be removed is 8 feet or more from the center of a new structure or pipe and shall include all equipment, material, and labor necessary to completely remove the existing pipe and back fill the resulting cavity with granular borrow.

Separate payment for pipe removal shall only be made whenever a pipe is outside the horizontal limits of excavation for a proposed pipe or structure by four or more feet and shall include all equipment, material, and labor necessary to completely remove the existing pipe and back fill the resulting cavity with granular borrow.

<u>Pay Item</u>	Payment will be made under:	<u>Pay Unit</u>
202.41	Removal of Existing Pipe, 0 - 24" Diameter	Linear Foot
202.55	Removal of Concrete Median	Square Yard

SECTION 203
EXCAVATION AND EMBANKMENT

The provisions of Section 203 of the "State of New Hampshire, Department of Transportation, Standard Specifications for Road and Bridge Construction, 2010 Edition" shall apply with the following additions and modifications:

203.4 Method of Measurement. Test pits if required, will be measured by the cubic yard.

203.5 Basis of Payment. Payment shall be full compensation for furnishing all labor, materials and equipment necessary for excavation, backfilling, compaction, disposal of materials and the protection of the utilities.

<u>Pay Item</u>	Payment will be made under:	<u>Pay Unit</u>
203.1	Common Excavation	Cubic Yard
203.2	Rock Excavation	Cubic Yard

SECTION 304
AGGREGATE BASE COURSES

The provisions of Section 304 of the "State of New Hampshire, Department of Transportation, Standard Specifications for Road and Bridge Construction, 2010 Edition" shall apply with the following additions and modifications:

Aggregate. Sources of Aggregate and preliminary test results shall be submitted ten working days prior to any placement of material on the job. Failure of these preliminary tests will be grounds for rejection of material from that source. Aggregates will be tested on the job and shall meet these specifications as the material is incorporated into the work.

All Measurements **shall be in-place compacted** quantities in accordance with the plans and specifications.

304.50 Basis of Payment. The cost of the all **laboratory testing** including compaction testing, at 1 test per 50' in areas to be designated by the engineer, shall be the responsibility of the Contractor.

Payment will be made under:		
<u>Pay Item</u>		<u>Pay Unit</u>
304.1	Sand	Cubic Yard
304.2	Gravel	Cubic Yard
304.3	Crushed Gravel	Cubic Yard

SECTION 403
HOT BITUMINOUS PAVEMENT

The provisions of Section 403 of the "State of New Hampshire, Department of Transportation, Standard Specifications for Road and Bridge Construction, 2010 Edition" shall apply with the following additions and modifications:

The following Changes have been made to the item numbers to clarify the anticipated areas where each item will be used.

All pavement shall be paid as machine method, no separate payment will be made for pavement placed by hand.

No adjustments for incentive bonuses will be made under this contract.

The Asphalt Cement Adjustment will be made on this project in accordance with the current NHDOT Special Attention at the time of bid.

A bituminous tack coat shall be applied to all existing surfaces prior to placement of Hot Bituminous Pavement in accordance with Section 410 of the NHDOT standard specifications. This work shall be considered incidental to the 403 Hot Bituminous Items.

No additional changes have been made to this section.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
403.11	Hot Bituminous Pavement (Machine Method)	Ton
403.119	Hot Bituminous Pavement (Machine Method – Night Work)	Ton
417.0	Cold Planing	Square Yard

SECTION 520
PORTLAND CEMENT CONCRETE

The provisions of Section 520 of the "State of New Hampshire, Department of Transportation, Standard Specifications for Road and Bridge Construction, 2010 Edition" shall apply.

Payment will be made under:

Pay Item

Pay Unit

520.1

Concrete Class A(Islands)

Cubic Yard

SECTION 603
CULVERTS AND STORM DRAINS

The provisions of Section 603 of the "State of New Hampshire, Department of Transportation, Standard Specifications for Road and Bridge Construction, 2010 Edition" shall apply with the following additions and modifications:

603.1 Description: This work shall consist of the construction of culverts, storm drains, hereinafter referred to as "pipe" as shown on the plans, details, and specified herein.

When the alternative of pipe material is listed in the Proposal, the Contractor shall signify his choice of pipe to be used by inserting his mark in the proper space provided.

603.4 Method of Measurement: Pipes will be measured by the linear foot in place within the limits specified below.

For measurement purposes the end of the pipe in closed structures will be considered at the inside face of the wall, and in masonry headwalls it will be considered to be at least the face of the headwall.

603.50 Basis of Payment: The accepted quantities of pipe for culverts, drains and sewers will be paid for at the contract unit price per linear foot, complete in place.

Payment for trench excavation and backfill to the established trench profile indicated on the plans with the exception of rock excavation, will be included in this item.

Backfilling of the trench shall be incidental to this item.

Payment will be made under:

<u>Pay Item</u>	Payment will be made under:	<u>Pay Unit</u>
603.69012	12" Drainage Pipe	Linear Foot

SECTION 604
MANHOLES AND CATCH BASINS

The provisions of Section 604 of the "State of New Hampshire, Department of Transportation, Standard Specifications for Road and Bridge Construction, 2010 Edition" shall apply with the following additions and modifications:

604.3 Construction Requirements. Concrete Blocks shall not be used in any way in the construction or alteration of manholes or catch basins.

All manhole bases, barrel sections and top sections shall be marked, by the manufacturer, with the appropriate manhole station (and offset if applicable).

It is emphasized to the Contractor that drainage construction under this contract shall be coordinated with existing facilities so that continuous service and handling of existing flows is accomplished.

The outside surface of any masonry work for catch basins and manholes shall be plastered with mortar from 1/4 inch to 3/8 inch thick. The masonry shall be properly wetted before the plaster is applied. The plaster shall be carefully spread and troweled so that all cracks are thoroughly worked out. After hardening, the plaster shall be carefully checked by being tapped for bond and soundness.

All brick masonry surfaces with mortar shall be waterproofed with two coats of DEHYDRATINE 6 TROWEL MASTIC, DEHYDRATINE 10 SEMI-MASTIC or approved equal.

604.4 Method of Measurement. Under this Subsection the following sections shall be amended as follows:

- Complete structures. Each catch basin and manhole will be measured per each complete.
- All castings or other appurtenances installed as shown on the plans or as required shall not be measured for payment.

604.5 Basis of Payment. The section shall be amended by adding the following:

The cost of furnishing and installing reinforced steel concrete stubs and other appurtenances shall be considered as incidental to the structure and no separate payment will be made therefore.

The cost of excavation and backfill of all catch basins or manholes, either new, altered, adjusted, abandoned, or removed and/or replaced shall be included in the cost of the specific work for each type of structure.

The cost of resetting curb inlet stones shall be considered incidental to the cost of the catch basing or adjusting catch basins to grade and no separate payments will be made. The cost of delivering inlet stones and/or castings to approved sites shall be considered as incidental to the contract items involved.

The cost of maintaining flows in existing sewer lines and manholes and any maintenance and cleaning of said sewers that may be required as a result of new manhole installations shall be incidental to the related

pay item and no separate payment for this work will be made. Sewer manhole construction shall also conform to Section 612.

The cost of connecting existing pipes to the new or existing structures (catch basin or manhole) shall be considered incidental to the new structure or pipe and no separate payment will be made. All new connections shall to existing structures shall be cored and.

Separate payment for manhole and catch basin removal shall only be made whenever the center of the structure to be removed is 8 feet or more from the center of a new structure or pipe and shall include all equipment, material, and labor necessary to completely remove the existing pipe and back fill the resulting cavity with granular borrow.

Separate payment for pipe removal shall only be made whenever a pipe is outside the horizontal limits of excavation for a proposed pipe or structure by four or more feet and shall include all equipment, material, and labor necessary to completely remove the existing pipe and back fill the resulting cavity with granular borrow.

<u>Pay Item</u>	Payment will be made under:	<u>Pay Unit</u>
604.12	Catch Basins- Type B (4' Diameter)	Each
604.128	Catch Basins- Type B (8' Diameter)	Each
604.4	Reconstructing Catch Basins	Linear Foot
604.52	Reconstructing Manholes	Linear Foot
604.6	Manhole/CB Frames	Each

SECTION 608

SIDEWALKS

The provisions of Section 608 of the "State of New Hampshire, Department of Transportation, Standard Specifications for Road and Bridge Construction, 2010 Edition" shall apply with the following additions and modifications:

1.01 Scope of Work: The work shall consist of construction of bituminous sidewalks as shown on the plans or as directed in the field by the Engineer. The work will include the construction of concrete sidewalks at the location of ADA ramps to facilitate the installation of detectable warning panels.

1.02 Methods of Construction:

1.02a All labor and materials shall conform to the State of New Hampshire Standard Specifications for Road and Bridge Construction, Section 608, 203 and 209 except as amended here.

1.02b All concrete shall be Class A, 4000-PSI after 28 days with 5 to 7 percent air entrained. The maximum concrete slump that will be allowed is 5, this may be tested by the engineer at any time. **All concrete will have poly-fiber reinforcing.** Any concrete found not meeting this specification will be removed and re-poured by the contractor with no additional expense to the owner. Expansion joints shall be 25' apart. Control joints shall be 5' apart and shall be ¼ of the depth of the sidewalk (Up to 1 1/2" deep).

1.02c Minimum thickness shall be 4 inches (for 608.24) and 6 inches (for 608.26) unless approved by the engineer.

1.02d The ends of all sidewalks at driveways shall be ramped at a maximum slope of 1:12.

1.02e All sidewalks shall have handicap ramps at street intersections or as located by the Engineer, built at a maximum slope of 1:12 and in accordance with the ADA Regulations (see plan details).

1.02f Excavation for new sidewalks shall be at a depth of 12 inches below finish grade. In areas not butting curbing or buildings the excavation shall be 6 inches wider on each side than the finished sidewalk width. At all drive crossings, the depth of excavation shall be increased accordingly. All unsuitable material shall be approved by the Engineer and removed and disposed of offsite at the Contractor's own expense. At no time will unsuitable material be left under sidewalk areas.

1.02g **Handicapped ramps (at street intersections) shall be 6" deep, 4000 psi fiber mix reinforced with 6" x 6" x 10ga welded wire mesh with truncated dome panels (panels paid for under 608.52).**

1.02h All exposed edges of sidewalks will be sealed with an approved Silane-Siloxane coating as specified under 534.3.4 (cost to be subsidiary to appropriate sidewalk item). Any sidewalks not meeting the test referenced in 534.3.4 will be recoated at no expense to the owner. Contractor will provide cut sheets on product before installation for engineers approval.

1.02I All sidewalk areas shall be thoroughly wetted and compacted prior to the pouring of any concrete. All sidewalks will be kept damp using wet burlap tarps or any other approved method for 24

hours after set up. Tarps will be staked down to prevent being blown off by wind gusts. Curing compounds will be considered an approved equal.

1.02j All sidewalks will be finished with a soft broom with the finish being transverse to the typical pedestrian path. After brooming, all edges will be finish edged.

1.02k Any sidewalks poured that have excessive “popcorning” on top or on the sides as determined by the engineer will not be approved or paid for.

1.02l All joints shall be straight, even and perpendicular to the sidewalk.

1.03 Methods of Measurement:

This work shall be measured by the square yard of sidewalk successfully & completely installed and approved by the Engineer.

1.04 Basis of Payment:

The accepted quantities of sidewalk will be paid for at the contract unit price per square yard and shall include all necessary excavation, aggregate, bituminous pavement, concrete and all materials, labor, equipment and other necessary incidentals for complete in place sidewalk.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
608.12	2” Bituminous Sidewalk	Square Yard
608.26	6” Concrete Sidewalk	Square Yard

Item 608.52 – ADA Compliant Handicap Ramp Panels

This special provision provides for the installation of handicap accessible ramp surfaces (Detectable Warning Panels) to be in compliance with the Americans with Disabilities Act (ADA). This Special Provision provides for Item 608.52 and neither modifies nor amends any other provisions of this section unless specifically noted.

Description

1.1 This work shall consist of furnishing and installing a detectable warning surface and accessories on sidewalk ramps at locations shown on the plans, as specified herein, or as ordered including any and all required surface preparation. Detectable warnings shall be installed at sidewalk ramps where a sidewalk crosses a vehicular way, excluding unsignalized driveway crossings. The edge nearest the curbline shall be located 150 to 200 mm (6 to 8 in) from the face of curbline. The panel shall be centered on the ramp.

Materials

2.1 Detectable Warning Device:

2.1.1 Material. The detectable warning surface shall consist of Engineered Plastic units or approved equal. The units will be pressed into Portland cement or other Owner approved material. The panel units shall be Armor Tile as manufactured and supplied by Engineered Plastic, Inc., 300 International Dr Suite 100, Williamsville, NY 14221, 1-800-769-4463, www.armor-tile.com

2.1.2 Color. The color of the tile used shall be brick red, all would be installed in a concrete ramp as described above (608.26).

2.1.3 Panel Dimensions. Nominal panel dimensions shall be 2' deep x 3' wide.

2.1.4 Detectable Warning Truncated Dome Geometry:

2.1.4.1 Detectable warnings shall be in full compliance with ADAAG guidelines (Title 49 DFR Transportation, Part 37.9 Standard for Accessible Transportation Facilities, Appendix A, Section 4.29.2- Detectable Warning on Walking Surfaces).

2.1.4.2 Size and spacing for truncated domes shall be as follows: base diameter of nominal 0.9 inch, top diameter of nominal 0.4 inch, height of nominal 0.2 inch, with a center to center spacing of nominal 2.35 inches.

2.1.4.3 The truncated dome pattern shall align properly from panel to panel if more than 1 panel is required.

2.2 Setting Bed Material

2.2.1 Material. Panels shall be set into fresh concrete before it sets. See ramp specification above (608.26). Also see manufacturer instructions.

Construction Requirements

3.1 The Contractor shall submit manufacturer's installation instructions and descriptive literature for materials specified herein.

3.2 Transport, storage, and handling of products shall be in accordance with manufacturer's instructions.

3.2.1 All sealants/adhesives shall be protected from freezing conditions.

3.3 The air and surface temperatures during construction shall be in accordance with manufacturer's recommendations.

- 3.4 Concrete foundation shall be installed in accordance with the specifications included within Section 608 to depths indicated in the section shown on the plans.
- 3.5 Install detectable warning panels in accordance with manufacturer's instructions directly in the setting bed and the allowing the top surface of the panel units to be at or just below the required finish grade.
- 3.6 Care shall be taken to ensure the safety of pedestrians when sidewalks must remain in service during construction.

Method of Measurement

4.1 These are measured by each panel installed under the truncated dome panel item.

Basis of Payment

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
608.52 Detectable Warning Panel	Each

SECTION 609
CURBING

The provisions of Section 609 of the Standard Specifications shall apply with the following additions and modifications:

609.01 Description. This work shall include all straight and circular vertical curb. Material shall be in accordance with Section 609.2 Table 1 except that drill holes through the curb will not be allowed. Curbing shall be installed at the locations shown and tabulated on the plans.

609.03 Construction Requirements. The following items shall be considered incidental to the type curb item used:

1. All necessary cutting of new or existing curbing.
2. Removal and disposal of existing pavement required for the installation of curb.
3. Careful removal and stock piling of existing curbing to be reset.
4. Existing pavement shall be saw-cut 12” from the proposed face of curb to facilitate curb installation. This shall be incidental to the curb price.
5. 3000 psi concrete backfill shall be placed to binder elevation both in front of and behind the curb and the surface broom finished to a uniform grade per the plan detail. The concrete backfill shall be incidental to the curb and no additional payment shall be made.

609.4 Method of Measurement. All proposed new straight and circular curb to be set and existing curb to be reset will be measured by the linear foot along the face of the curb, complete in place.

609.5 Basis of Payment. The accepted quantity of curb will be paid for at the contract unit price, complete in place. This price shall include the cost of excavation and all labor, materials, concrete, and equipment necessary to satisfactorily complete the work.

Tip-downs shall be measured as straight or circular curbing dependent upon their respective location, no additional payment shall be made. Circular sloped granite curb will be measured and paid for under item 609.21 Sloped Granite Curb. No separate payment will be made for removing and stock piling existing curbing. Removal and disposal of existing curbing not to be reset shall be considered incidental to the items below. Saw cutting of pavement to necessary for curb installation shall be considered incidental to the following items.

<u>Pay Item</u>	Payment will be made under:	<u>Pay Unit</u>
609.01	Straight Granite Curb	Linear Foot
609.02	Curved Granite Curb	Linear Foot
609.21	Sloped Granite Curb	Linear Foot
609.5	Remove and Reset Curb	Linear Foot

SECTION 614
ELECTRICAL CONDUIT

The provisions of Section 614 of the "State of New Hampshire, Department of Transportation, Standard Specifications for Road and Bridge Construction, 2010 Edition" shall apply with the following additions and modifications:

614.5 Basis of Payment.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
614.512	Concrete Pull Box 18"	Each
614.7	3" PVC Plastic Conduit	Linear Foot

SECTION 615
TRAFFIC SIGNS

The provisions of Section 615 of the "State of New Hampshire, Department of Transportation, Standard Specifications for Road and Bridge Construction, 2010 Edition" shall apply with the following additions and modifications:

Removing and resetting of existing signs shall be considered incidental and no separate payment shall be made.

The Galvanized-steel mast arm & pole shall be manufactured by Union Metal Corp or approved equal. The signs on the mast arms and all necessary incidentals for a complete installation shall be included in Item 615.1002 and no separate payment shall be made.

615.5 Basis of Payment.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
615.03	Traffic Sign, Type C(F)	Square Foot
615.1002	Mast Arm Sign Structure	Lump Sum

SPECIAL PROVISION
AMENDMENT TO SECTION 616 – Traffic signals

Item 616.191 – Alterations To Traffic Signals

This special provision provides for the reconstruction of the existing traffic signal system at the intersection of Market Street with I-95NB in the City of Portsmouth. The system is coordinated with the following intersections:

- Market Street/I-95 SB
- Market Street/Kearsarge Way

GENERAL:

All provisions of Section 616, except as modified or changed below, shall apply.

- 1- The Contractor shall be responsible for signal operation and maintenance once alterations to the existing signals, excavation or other work within 75 feet of the stop bar at any leg of the intersection has begun. At this point in time the Contractor shall notify the Bureau of Traffic and furnish the Contract Administrator and the Transportation Management Center (TMC) (tel. 603-271-6862) or (for District 1 Projects only) Lancaster Radio Communications (tel. 603-788-4641) with names and phone numbers of persons to be contacted in case of a malfunction. . The Contact person must be available 24 hours a day, seven days a week. The Contractor shall also keep a signal log in the cabinet to track all maintenance work they complete on the signal system. This log shall be placed within a plastic cover and shall at least include the description of the trouble call, corrective action taken, date, time, and personnel who completed the work.
- 2- The traffic signal must be inspected and approved by the Bureau of Traffic prior to placing in flash operation. The Contractor shall contact Peter Crouch at the Bureau of Traffic at (603) 271-2291 one week prior to turning the signals on flash. If the Contractor does not speak directly with Peter Crouch they must leave a detailed message with the Administrative Assistant and expect a call back. Leaving a message does not constitute an approval.
- 3- The Contractor shall be responsible for the dismantling and removing of the existing signal heads, mast arms and poles, foundations, existing electrical service, and controller cabinet. All surplus equipment shall be salvaged and delivered to the Department of Transportation, Bureau of Traffic in Concord, within normal business hours.
- 4- The initial power hook up will be paid for by the Contractor, the power costs for operating the traffic signal will be paid for by the State of NH or Developer (name) or Municipality.
- 5- All interconnect cable shall be labeled and terminated on a terminal panel protected with EDCO PCD642-008D surge suppressers.
- 6- Any temporary traffic signals that may be required to maintain traffic flow during construction shall be incidental including all labor, materials, equipment and other incidentals.

Add to 2.1:

2.1.3 List of Major Material- This list is for general information only. The contractor shall prepare his own material schedules based up his plan review.

1 - 8-phase programmable traffic – actuated signal controller of current NEMA specifications with internal time base coordination and internal fire pre-emption. Overlaps shall be internally generated as per NEMA Standard TS-1 using wire jumpers on a printed circuit board. Econolite Corp., Model ASC/2-2100, PEEK Traffic Inc., Model 3000, Naztec Series 900 Controller, or approved equal. Equipment to be housed in a P Type cabinet assembled by the equipment manufacture which will include telemetry harness and panel and 12-inch extension base. The exterior of the Controller Cabinet shall be natural aluminum finish.

1 – 30 Amp 125 V semi-flush Traffic Signal Generator Transfer switch with confirmation pilot light to indicate restored power mounted to the controller cabinet. Parallax Power Supply Model ATS-301, GenTran Corp or approved equal.

6 - Quadrupole roadway loop detectors, 6.0 ft x 50.0 ft, with 2-4-2 turns as per plan.

4 - Dual Channel, rack mounted loop detector amplifiers, self-tuning, Canoga / 3M Model C422T, Naztec, Inc. Model 722 TXC, or Peek / Sarasota Model 222T GP6 or an approved equal.

8 - One-way, three-section, 12-inch aluminum signal heads with LED modules type, DIOLUX™ brand or approved equal, mounted on mast arms with Pelco Astro-Bracs, with 5-inch louvered backplate.

1 - Galvanized steel mast arm poles with street light luminaries arm at a 30 ft mounting height. The signal arms shall be 50 ft. Mast arm poles shall be manufactured by Valmont Industries, Inc., or Union Metal Corp., or approved equal.

1 -20 ft P & K signal pole or approved equal.

2 - Bracket mounted, 16-inch x 18-inch, LED pedestrian signal heads with solid hand symbol and solid walking man symbol with countdown timer display.

2 - Pedestal mounted, 16-inch x 18-inch, LED pedestrian signal heads with solid hand symbol and solid walking symbol with countdown timer display.

4 - Pedestrian push buttons, Campbell Advisor APS A57 or Approved Equal

1 - Emergency Preemption Phase Selector, Opticom Model 754, with a Model 760 Card Rack, or approved equal.

3 - Emergency Preemption receivers Opticom Model 711 or approved equal.

2 - Confirmation strobe light, 120 VAC, with red Lexan optic lens. Whelen Model, IAC 12 RP or approved equal.

Add to 5.1

5.1.1 All work for failures due to pre-existing conditions will be negotiated and paid for as extra work as provided in 109.04. The labor and equipment necessary to complete this application will be subsidiary.

SPECIAL PROVISION
AMENDMENT TO SECTION 616 – Traffic signals

Item 616.192 – Alterations To Traffic Signals

This special provision provides for the reconstruction of the existing traffic signal system at the intersection of Market Street with I-95 SB in the City of Portsmouth. The system is coordinated with the following intersections:

- Market Street/I-95 NB
- Market Street/Kearsarge Way

GENERAL:

All provisions of Section 616, except as modified or changed below, shall apply.

- 1- The Contractor shall be responsible for signal operation and maintenance once alterations to the existing signals, excavation or other work within 75 feet of the stop bar at any leg of the intersection has begun. At this point in time the Contractor shall notify the Bureau of Traffic and furnish the Contract Administrator and the Transportation Management Center (TMC) (tel. 603-271-6862) or (for District 1 Projects only) Lancaster Radio Communications (tel. 603-788-4641) with names and phone numbers of persons to be contacted in case of a malfunction. . The Contact person must be available 24 hours a day, seven days a week. The Contractor shall also keep a signal log in the cabinet to track all maintenance work they complete on the signal system. This log shall be placed within a plastic cover and shall at least include the description of the trouble call, corrective action taken, date, time, and personnel who completed the work.
- 2- The traffic signal must be inspected and approved by the Bureau of Traffic prior to placing in flash operation. The Contractor shall contact Peter Crouch at the Bureau of Traffic at (603) 271-2291 one week prior to turning the signals on flash. If the Contractor does not speak directly with Peter Crouch they must leave a detailed message with the Administrative Assistant and expect a call back. Leaving a message does not constitute an approval.
- 3- The Contractor shall be responsible for the dismantling and removing of the existing signal heads, mast arms and poles, foundations, existing electrical service, and controller cabinet. All surplus equipment shall be salvaged and delivered to the Department of Transportation, Bureau of Traffic in Concord, within normal business hours.
- 4- The initial power hook up will be paid for by the Contractor, the power costs for operating the traffic signal will be paid for by the State of NH or Developer (name) or Municipality.
- 5- All interconnect cable shall be labeled and terminated on a terminal panel protected with EDCO PCD642-008D surge suppressers.
- 7- Any temporary traffic signals that may be required to maintain traffic flow during construction shall be incidental including all labor, materials, equipment and other incidentals.

Add to 2.1:

2.1.3 List of Major Material- This list is for general information only. The contractor shall prepare his own material schedules based up his plan review.

1 - 8-phase programmable traffic – actuated signal controller of current NEMA specifications with internal time base coordination and internal fire pre-emption. Overlaps shall be internally generated as per NEMA Standard TS-1 using wire jumpers on a printed circuit board. Econolite Corp., Model ASC/2-2100, PEEK Traffic Inc., Model 3000, Naztec Series 900 Controller, or approved equal. Equipment to be housed in a P Type cabinet assembled by the equipment manufacture which will include telemetry harness and panel and 12-inch extension base. The exterior of the Controller Cabinet shall be natural aluminum finish.

1 – 30 Amp 125 V semi-flush Traffic Signal Generator Transfer switch with confirmation pilot light to indicate restored power mounted to the controller cabinet. Parallax Power Supply Model ATS-301, GenTran Corp or approved equal.

9 - Quadrupole roadway loop detectors, 6.0 ft x 50.0 ft, with 2-4-2 turns as per plan.

5 - Dual Channel, rack mounted loop detector amplifiers, self-tuning, Canoga / 3M Model C422T, Naztec, Inc. Model 722 TXC, or Peek / Sarasota Model 222T GP6 or an approved equal.

8 - One-way, three-section, 12-inch aluminum signal heads with LED modules type, DIOLUX™ brand or approved equal, mounted on mast arms with Pelco Astro-Bracs, with 5-inch louvered backplate.

1- One-way, four-section, 12-inch aluminum signal heads with LED modules type DIOLUX™ or approved equal, mounted on mast arms with Pelco Astro-Bracs, with 5-inch louvered backplate.

1 - Galvanized steel mast arm poles, the signal arm shall be 20 ft. Mast arm poles shall be manufactured by Valmont Industries, Inc., or Union Metal Corp., or approved equal.

1 - 8 ft P & K signal pole, model SP 104 or approved equal.

1 - Bracket mounted, 16-inch x 18-inch, LED pedestrian signal heads with solid hand symbol and solid walking man symbol with countdown timer display.

1 - Pedestal mounted, 16-inch x 18-inch, LED pedestrian signal heads with solid hand symbol and solid walking symbol with countdown timer display.

2 - Pedestrian push buttons, Campbell Advisor APS A57 or Approved Equal

1 - Emergency Preemption Phase Selector, Opticom Model 754, with a Model 760 Card Rack, or approved equal.

3 - Emergency Preemption receivers Opticom Model 711 or approved equal.

2 - Confirmation strobe light, 120 VAC, with red Lexan optic lens. Whelen Model, IAC 12 RP or approved equal.

Add to 5.1

5.1.1 All work for failures due to pre-existing conditions will be negotiated and paid for as extra work as provided in 109.04. The labor and equipment necessary to complete this application will be subsidiary.

SPECIAL PROVISION
AMENDMENT TO SECTION 616 – Traffic signals

Item 616.193 – Alterations To Traffic Signals

This special provision provides for the reconstruction of the existing traffic signal system at the intersection of Market Street with Kearsarge Way in the City of Portsmouth. The system is coordinated with the following intersections:

- Market Street/I-95 SB
- Market Street/I-95 NB

GENERAL:

All provisions of Section 616, except as modified or changed below, shall apply.

- 1- The Contractor shall be responsible for signal operation and maintenance once alterations to the existing signals, excavation or other work within 75 feet of the stop bar at any leg of the intersection has begun. At this point in time the Contractor shall notify the Bureau of Traffic and furnish the Contract Administrator and the Transportation Management Center (TMC) (tel. 603-271-6862) or (for District 1 Projects only) Lancaster Radio Communications (tel. 603-788-4641) with names and phone numbers of persons to be contacted in case of a malfunction. . The Contact person must be available 24 hours a day, seven days a week. The Contractor shall also keep a signal log in the cabinet to track all maintenance work they complete on the signal system. This log shall be placed within a plastic cover and shall at least include the description of the trouble call, corrective action taken, date, time, and personnel who completed the work.
- 2- The traffic signal must be inspected and approved by the Bureau of Traffic prior to placing in flash operation. The Contractor shall contact Peter Crouch at the Bureau of Traffic at (603) 271-2291 one week prior to turning the signals on flash. If the Contractor does not speak directly with Peter Crouch they must leave a detailed message with the Administrative Assistant and expect a call back. Leaving a message does not constitute an approval.
- 3- The Contractor shall be responsible for the dismantling and removing of the existing signal heads, mast arms and poles, foundations, existing electrical service, and controller cabinet. All surplus equipment shall be salvaged and delivered to the Department of Transportation, Bureau of Traffic in Concord, within normal business hours.
- 4- The initial power hook up will be paid for by the Contractor, the power costs for operating the traffic signal will be paid for by the State of NH or Developer (name) or Municipality.
- 5- All interconnect cable shall be labeled and terminated on a terminal panel protected with EDCO PCD642-008D surge suppressers.
- 6- Any temporary traffic signals that may be required to maintain traffic flow during construction shall be incidental including all labor, materials, equipment and other incidentals.

Add to 2.1:

2.1.3 List of Major Material- This list is for general information only. The contractor shall prepare his own material schedules based up his plan review.

1 - 8-phase programmable traffic – actuated signal controller of current NEMA specifications with internal time base coordination and internal fire pre-emption. Overlaps shall be internally generated as per NEMA Standard TS-1 using wire jumpers on a printed circuit board. Econolite Corp., Model ASC/2-2100, PEEK Traffic Inc., Model 3000, Naztec Series 900 Controller, or approved equal. Equipment to be housed in a P Type cabinet assembled by the equipment manufacture which will include telemetry harness and panel and 12-inch extension base. The exterior of the Controller Cabinet shall be natural aluminum finish.

1 – Closed loop system master compatible with the proposed controller and telephone drop to complete communications to NHDOT Bureau of Traffic in Concord, NH / Municipality.

1 – 30 Amp 125 V semi-flush Traffic Signal Generator Transfer switch with confirmation pilot light to indicate restored power mounted to the controller cabinet. Parallax Power Supply Model ATS-301, GenTran Corp or approved equal.

1 – On-Street Modem, US Robotics 56 KB or approved equal.

9 - Quadrupole roadway loop detectors, 6.0 ft x 50.0 ft, with 2-4-2 turns as per plan.

4 - Dual Channel, rack mounted loop detector amplifiers, self-tuning, Canoga / 3M Model C422T, Naztec, Inc. Model 722 TXC, or Peek / Sarasota Model 222T GP6 or an approved equal.

4 - 8 ft P & K signal pole, model SP 104 or approved equal.

4 - Pedestal mounted, 16-inch x 18-inch, LED pedestrian signal heads with solid hand symbol and solid walking symbol with countdown timer display.

4 - Pedestrian push buttons, Campbell Advisor APS A57 or Approved Equal

1 - Emergency Preemption Phase Selector, Opticom Model 754, with a Model 760 Card Rack, or approved equal.

3 - Emergency Preemption receivers Opticom Model 711 or approved equal.

2 - Confirmation strobe light, 120 VAC, with red Lexan optic lens. Whelen Model, IAC 12 RP or approved equal.

Add to 5.1

5.1.1 All work for failures due to pre-existing conditions will be negotiated and paid for as extra work as provided in 109.04. The labor and equipment necessary to complete this application will be subsidiary.

SECTION 618/619

TRAFFIC CONTROL

Section 618 Flaggers

The Contractor shall flaggers or Portsmouth Police for flagging. The City will determine when flaggers or police will be used based on the daily work. The police contact number is 603-427-1513.

Section 619 Maintenance of Traffic

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

Section 618 and 619 of the Standard Specifications.

Work Zone Traffic Control Standard Sheets.

Manual on Uniform Traffic Control Devices, (MUTCD), including all current updates, and official interpretations.

State of New Hampshire's Flagger Handbook.

All signs, channelizing devices and arrow boards as required by the Manual on Uniform Traffic Control Devices, including part six, as amended, and the above Standards Sheets shall be in place prior to moving any equipment onto the pavement.

Additionally, the special provisions for this project are also set forth in this section.

All materials specified under Item 619.1, Maintenance of Traffic, shall be required to be certified for reflectivity. Damaged devices shall be replaced as directed by the Engineer without additional compensation.

MAINTENANCE OF TRAFFIC

Temporary lane closures will be allowed except during the afternoon rush hour, per the City Engineer. This is limited to providing at least a single lane for each direction of travel. Signing shall be in accordance with requirements of the Manual of Uniform Traffic Control Devices (MUTCD). Lane closures will be discontinued whenever the City Engineer determines that the backups may contribute to either unsafe conditions or result in excessive delays to the traveling public. A minimum of two 11 foot lanes shall be maintained at all times.

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

The Contractor shall be responsible for the scheduling and supervising of any necessary Traffic Officers.

A minimum of one lane in each direction shall be maintained at all times unless approved by the City. In addition during peak travel times it will be necessary to limit any lane closure to the

greatest extent practicable. The maximum work zone in the restricted lane shall not exceed 300 feet except for paving or unless waived by the City.

The final pavement overlay and the final pavement markings shall be completed during the night timehours between 7:00 PM and 6:00 AM between Sunday evening and Thursday morning. The contractor will be responsible for providing all additional material, equipment, labor, and other incidentals that are necessary for night work and no separate payment shall be made.

The contractor shall be responsible to ensure the safe passage of pedestrians thru the work area at all times. At least one (1) pedestrian access shall be provided at all times.

The Contractor is responsible for developing a traffic maintenance plan and must get approval from the Engineer and NHDOT before any construction begins. Guidelines for the construction and erection of barricades, lighting devices, warning signs, etc. may be found in the most recent edition of "Manual on Uniform Traffic Control Devices for Streets and Highways".

All pavement, temporary or otherwise, shall be located within the footprint of the new roadway.

Constant watering, sweeping, or calcium chloride application will be required for dust control. Dust control measures will be undertaken at the Engineers discretion and will be subsidiary to the maintenance of traffic item.

All required construction signage, traffic cones, barricades, temporary pavement markings, etc. will be supplied by the Contractor as part of Item 619, Maintenance of Traffic.

All costs associated with the application of these measures or other measures directed by the Engineer shall be at the Contractor's expense (subsidiary to the work) and will not be chargeable to the project, except as stipulated and specified under Contract Items.

PROHIBITION OF UNNECESSARY TRAFFIC OBSTRUCTION

Neither workers nor construction vehicles shall enter into, or impede the flow of traffic in an open lane. Construction vehicles shall not slow down or stop in any travel lane unless such lane has previously been made safe with signs and channelizing devices as required.

VARIATION FROM THE TRAFFIC CONTROL PLAN

If the Contractor feels that the Traffic Control Plan for this project can be improved, a proposal shall be submitted in writing, with any necessary plans for consideration, to be approved by the Engineer.

Method of Measurement:

The uniformed officer and traffic flagger items shall be measured by the exact cost billed to the contractor based on the man-hours worked.

The traffic control items shall be measured on a lump sum basis including all necessary signs, cones, barrels, temporary pavement markings, labor, equipment, materials and other necessary incidentals to provide traffic control as indicated above.

Basis of Payment:

618.6	FLAGGING or UNIFORMED OFFICERS WITH/WITHOUT VEHICLE	\$
619.1	MAINTENANCE OF TRAFFIC	LS
619.25	PORTABLE CHANGEABLE MESSAGE SIGNS	U

SECTION 628
SAWED PAVEMENT

The provisions of Section 628 of the "State of New Hampshire, Department of Transportation, Standard Specifications for Road and Bridge Construction, 2010 Edition" shall apply with the following additions and modifications:

628.50 Basis of Payment

No separate payment will be made for sawcutting of existing pavement. It shall be considered incidental to the other contract items.

SECTION 632
REFLECTIVE PAVEMENT MARKINGS

The provisions of Section 632 of the "State of New Hampshire, Department of Transportation, Standard Specifications for Road and Bridge Construction, 2010 Edition" shall apply with the following additions and modifications:

Finals pavement markings shall be placed at night.

632.5 Basis of Payment.

Retroreflective paint pavement markings will be used to designate parking spaces as shown on the plans. Thermoplastic pavement markings will be used for crosswalks and stop bars as shown on the plans.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
632.0104	4" Paint Line	Linear Foot
632.32	Thermoplastic Pavement Marking Line/Symbol	Square Foot

SECTION 641 - LOAM
SECTION 644 – SEEDING

The provisions of Sections 641, 644, and 646 of the "State of New Hampshire, Department of Transportation, Standard Specifications for Road and Bridge Construction, 2010 Edition" shall apply.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
641	Loam	Cubic Yard
644.15	Park Seed Type15	Pound

SECTION 645
EROSION CONTROL

The provisions of Section 645 of the "State of New Hampshire, Department of Transportation, Standard Specifications for Road and Bridge Construction, 2010 Edition" shall apply with the following additions and modifications:

All other items in this section are incidental to all construction.

645.5 Basis of Payment.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
645.7	Stormwater Pollution Prevention Plan (SWPPP)	Lump Sum
645.71	Monitoring SWPPP and Erosion Control	Lump Sum

SECTION 692
MOBILIZATION

The provisions of Section 692 of the "State of New Hampshire, Department of Transportation, Standard Specifications for Road and Bridge Construction, 2010 Edition" shall apply with the following additions and modifications:

692.5 Basis of Payment

Payment will be made under:

Pay Item

Pay Unit

692

Mobilization

Unit

ATTACHMENTS

Davis Bacon Wage Requirements

The minimum wage rates from the U.S. Department of Labor are attached. Wage rates paid under this Contract shall not be less than the wage rates set forth on the attached General Decision. All provisions of the Davis Bacon Act and Contract Work Hours and Safety Standards Act (attached) shall apply.

General Decision Number: NH120033 03/16/2012 NH33

Superseded General Decision Number: NH20100059

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).

Modification Number	Publication Date
0	01/06/2012
1	03/16/2012

* 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.....	\$ 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.....	\$ 17.51	3.03
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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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 union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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

ATTACHMENT 2 – Additional Requirements

Bulletin Board – Mandatory Poster Requirements

(Prime Contractors must ensure Bulletin Boards are erected on site when the project starts)

The contractor shall erect and maintain a bulletin board on which to post the notices, rates, and related items that are required to be posted. The board shall be large enough to allow sufficient space, without overlapping, for both State and Federal posters/information, as required. Additional work classifications and their rates, requested by the Contractor and subsequently approved by the USDOL, shall also be posted. Bulletin boards shall be an enclosure and the posted documents shall be protected from the elements by glass or Plexiglas. Boards shall be erected on the site of work, be placed in a conspicuous and accessible location where it can be easily seen by all workers. The bulletin board shall remain the property of the Contractor and shall be removed upon completion of the Work.

- The below list is **not intended to be an all-inclusive directory** of the various posters mandated by Federal and State laws.

New Hampshire Labor Law Posters: http://www.labor.state.nh.us/mandatory_posters.asp

- “Protective Legislation Law” (pay day notice) Rev. 12/04
- Whistleblower’s Protection Act (required by RSA 275-E) Rev. 2/09
- Right to Know (toxic substances) Rev. 12/04
- Unemployment Notice (NH Employment Security Office) Rev. 7/07
- Workers’ Compensation (from Insurance Provider)
- Criteria to Establish an Employee or Independent Contractor (Rev. 01/01/08)

Contractors having questions on any of the above requirements should call the NHDOL at (603) 271-3176.

Federal Labor Law Posters: <http://www.dol.gov/oasam/programs/osdbu/sbrefa/poster>

- “Equal Employment Opportunity is The Law” (Publication OFCCP 1420) (Rev. Nov 09)
- “Notice” of Federal Aid Project (Form FHWA-1022) (Rev. 11-11)
- “Employee Rights Under the Davis Bacon Act” (WH Publication 1321) (Rev. April 2009)
- Employee Rights and Responsibilities Under the Family & Medical Leave Act (Rev. Jan 09)
(50 or more employees only)
- Employee Polygraph Protection Act (WH Publication 1462) (Rev. June 2003)
- Uniform Services Employment and Reemployment Rights Act (Rev. Oct 2008)
- Safety and Health in the Workplace (OSHA 3165)

Other Required Postings:

- Davis-Bacon Wage Rates
- Additionally requested/approved work classifications/rates approved by USDOL
- Contractor’s EEO and Harassment Policy Statement
- Contractor’s letter appointing EEO Officer (must include mailing address and phone number)
- 24-Hour Emergency Contact Information, including physicians, hospitals, or ambulances (required by 29 CFR 1926.50(f)) (OSHA Enforcement)
- Federal Compliance Officer Contact Information - OFC Poster 1

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 CFR 60-4.2 Solicitations

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

	Goals for minority participation for each trade	Goals for female participation in each trade
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 of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation addressed as follows:

Director
Federal Contract Compliance Program
US Department of Labor
JFK Building, Room 1612-C
Boston, MA 02203

The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed as noted within 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)

[1]. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

[2]. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

[3]. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

[4]. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed

as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

[5] Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

[6]. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

[7]. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- 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.

e. 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-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals

and 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 carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(b) The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR Part 60-4 become effective.

[43 FR 49254, Oct. 20, 1978; 43 FR 51401, Nov. 3, 1978, as amended at 45 FR 65978, Oct. 3, 1980]

**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, 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/wh347Instr.htm> 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. SUBLETTING 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 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 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.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

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/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(If individual, 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.		
Federal Use Only:		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
		Authorized for Local Reproduction 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 is 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 under grants.
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.

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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 Contractors 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. **Each subcontract the prime contractor signs with a subcontractor must include this assurance:** *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 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 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.

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.

The NHDOT currently utilizes a race/gender neutral policy to fulfill its overall DBE goals, and relies on the voluntary participation of contractors to utilize certified DBE's on every project sufficient to obtain the Departments overall DBE goal. In order for this practice to continue, contractors must be proactive and solicit bids and quotes from certified DBE's for use when submitting their own bids, and employ certified DBE's when participating on transportation related projects. Otherwise, the Department may have to implement specified contract goals on all projects to ensure the overall DBE goals are met. The Department may include specific DBE contract goals in certain cases to ensure DBE participation, if

failure to obtain the project DBE goal would negatively impact the Departments overall DBE goal because of the size of the contract.

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:

- (1) "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 the Small Business Administration pursuant to Section 3 of the Small Business Act.
- (2) "Owned and controlled" means a business which is:
 - (a) A sole proprietorship legitimately owned and controlled by an individual who is a disadvantaged person.
 - (b) A partnership, joint venture or limited liability Company in which at least 51% of the beneficial ownership interests legitimately is held by a disadvantaged person(s).
 - (c) A corporation or other entity in which at least 51% of the voting interest and 51% of the beneficial ownership interests legitimately are 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/business/contractors.htm. This directory contains all currently certified DBE's available for work in New Hampshire, and is updated monthly. Only firm's listed in this directory are eligible for DBE credit on NH Federal-aid projects. If you have questions about DBE certification, or do not have access to the Internet, please call the DBE Coordinator at (603) 271-6612 for assistance.

Counting DBE Participation Towards 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:

- 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;
- The DBE must perform work commensurate with the amount of its contract;
- 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;
- The DBE must exercise responsibility for at least fifty percent of the total cost of its contract with its own work force;
- 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;

- 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;
- 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;
- 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 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 expenditures committed 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 expenditures committed 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 Contractor with a quarterly DBE payments report, detailing all DBE's subcontracted by the Contractor, per project. The 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 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.

On Federal-aid projects which specify a DBE contract goal in the Information Report, Bidders during the bidding stage and the low Bidder after the opening of the bids, shall make every reasonable good faith effort to use certified disadvantaged business enterprises for work to be performed under the proposed Contract. In addition, the following is also required on Federal-aid projects, which specify a DBE contract goal.

Within 3 working days after the bid opening date, the low Bidder shall file with the NHDOT Office of Federal Compliance, a Disadvantaged Business Enterprise (DBE) Commitment Form provided by the Department. This form will list the DBE firms that will be used during the execution of the work. The name and address of the firm, the item numbers and description of work to be completed or materials supplied, and the estimated dollar value of DBE participation. The estimated dollar value of each DBE commitment shall be totaled and a percentage determined. In addition to the commitment form, letters of intent signed by principals of the low bidder and each DBE firm listed, shall be submitted prior to Department approval of the DBE commitment.

If the low bidder cannot provide the DBE commitment form and signed letters of intent showing DBE participation on the project within the above time frame, the Contractor may request additional time through the Department's DBE Coordinator to comply or to provide written documentation of efforts to obtain participation. Acceptable documentation showing all good faith efforts made to obtain participation may be reason to waive part or all of the goal requirement of the project.

Failure to provide the required documents which satisfy the stated DBE goal or acceptable documentation of good faith efforts to obtain DBE participation within 3 working days after the bid opening date, or by another deadline established by the DBE Coordinator, will be considered a lack of responsiveness on the part of the low bidder.

The submission and approval of the above forms does not constitute a formal subcontract. If for any reason during the progress of the Work the Contractor finds that DBEs included on the list are unable to perform the proposed work, the Contractor, with written approval from the Department, may substitute other DBE firms for those named on the list. If the Contractor is able to clearly document his inability to find qualified substitute firms to meet the project goal, the Contractor may request in writing a waiver of that goal.

If at any time during the life of the Contract it is determined that the Contractor is not fulfilling the goal or commitment(s) and is not making a good faith effort to fulfill the DBE requirement, the Department may withhold progress payments. Failure of the Contractor to meet the project goal or the specified DBE commitment(s), whichever is the lowest, will result in a reduction in Contract payment by an amount equal to the difference between the actual Contract dollars multiplied by the applicable commitment

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percentage and the dollar value of the work actually performed by the DBEs. If the Contractor's failure to meet the DBE goal or commitment(s) in the Contract is the result of circumstances clearly documented to be beyond the control of the Contractor, a written request for waiver of the goal or commitment(s) must be received. The Office of Federal Compliance may waive, in whole or part, the reduction in contract payments specified herein. Fulfillment of the goal percentage shall be determined by dividing the dollars committed to the DBEs by the actual contract dollars.

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

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, guardrail 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. Attn. dated 3/29/88 & 12/5/90

SA

FHWA Projects

SPECIAL ATTENTION

**CONTRACT AFFIDAVIT - CERTIFICATION REGARDING DEBARMENT
SUSPENSION**

The separate form entitled, CONTRACT AFFIDAVIT (As Required by Section 112(c) of Title 23 USC) has been deleted from this proposal.

Bidders are advised that the last page of the bidding proposal has been revised to include the same reference, **IN BOLD PRINT**, relative to the non-collusion statement included on the discontinued form.

X X X X X X X X X X X X

The Contractor is advised that 49 CFR 29.510, Appendix A, requires that the Contractor, including all principals, certify that they are not currently under debarment or suspension or have not been under debarment or suspension within the past three years. (For certification instructions see next page).

The certification has been added, **IN BOLD PRINT**, onto the next to the last page of the bidding proposal.

The Contractor is further advised that Appendix B of 49 CFR 29.510 regarding certification of lower tier transactions has been added to Form FHWA-1273.

Appendix A - Certification regarding Debarment, Suspension, and other Responsibility Matters - Primary Covered Transactions.

Instruction for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification" Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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 ON MUNICIPALLY MANAGED PROJECTS

OFFICE OF FEDERAL COMPLIANCE

1. Subletting On Federal-aid Contracts.

- a. On Federal-Aid projects, it is a requirement that the following documents be incorporated in and made a part of every subcontract agreement (including lower-tier subcontract agreements):
 - NH DOT Policy on Subcontracting
 - Required Contract Provisions (FHWA-1273)
 - Disadvantaged Business Enterprise (DBE) Policy (SPECIAL ATTENTION item)
 - DBE Program Requirements (Standard Spec 103.06)
 - *41 CFR 60-4.2 – Solicitations
 - *41 CFR 60-4.3 – Equal Opportunity Clauses
 - Payroll/Wage Requirements Summary
 - **U.S. Department of Labor wage rates entitled “GENERAL WAGE DECISION” (as contained in the contract)
 - This Special Attention

*Applicable only to contracts or subcontracts in excess of \$10,000
**Does not apply to Material Suppliers, unless performing work on site
- b. Contractors shall not be approved/authorized to work until the Department’s Annual Assurances requirements have been fulfilled.
- c. In accordance with FHWA Form 1273, Required Contract Provisions and RSA 228:4-b, **NO PORTION** of the contract shall be sublet, assigned or otherwise disposed of without the written consent of the NH DOT. Subcontractors and/or lower-tier subcontractors cannot work on site until they have the approval paperwork in hand. Violations could result in a civil penalty of up to \$2,500, assessment of \$100 per employee per day of noncompliance and debarment for up to 5 years.
- d. Prime Contractors shall submit consent to sublet packages ensuring it is received by the Office of Federal Compliance **at least 5 working days prior** to said subcontractor (or lower-tier subcontractor) performing work on site. Primes shall provide a courtesy copy to the Town, and/or Consultant, if applicable, on all submissions.

- e. Prior to performing work on any state project or any work on any highway, bridge or other construction, reconstruction, alteration or maintenance project, each contractor, subcontractor and independent contractor shall complete and sign a Work Certificate and otherwise comply with Certification Requirements of RSA 21-1:80 and RSA 228:4-b. Work Certificates shall be provided to the NHDOT Office of Federal Compliance as part of each subcontractor/lower-tier subcontractor approval package. **IMPORTANT: Any person directly performing work on a project, or who is actively engaged in on-site work on any construction site, cannot elect exclusion from Workers' Compensation coverage under RSA 281-A:18-a.**
- f. NH DOT Office of Federal Compliance is the sole approval authority for all Municipally managed construction projects. Consents to sublet shall be submitted to the Office of Federal Compliance.

2. **FHWA Form 1273, Required Contract Provisions.**

- a. The Prime Contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and 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 Form FHWA 1273, Required Contract Provisions, Section I, Paragraph 2, the Prime Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor. This shall include any unpaid wages found to be owed that is not paid by a subcontractor or lower-tier subcontractor.
- c. A breach of any of the stipulations contained in the Form FHWA 1273, Required Contract Provisions, shall be sufficient grounds for termination of the contract.

3. **Sign In Sheets.** Use of daily sign-in sheets is **mandatory** on all Municipally managed construction projects. Every person must sign in, on a daily basis, **prior** to performing work on site. As a minimum, sign-in sheets shall identify the project name and number and will indicate the date, time, printed name and signature of each worker signing in, name of company he/she works for, and his/her work classification that work is actually performed in. The Prime Contractor is responsible to ensure sign-in sheet requirements are met and will review and initial sign-in sheets, on a daily basis, certifying a subcontractor's employees are authorized to be on site (approved subcontractor). Sign-in sheets shall be located in a centralized location. A 3-ring binder shall be used with newest sign-in sheets on top. Sign-in sheets are an inspection item.

4. **OFC Form 1, Monthly Employment Utilization Report.** Contractors performing \$10,000 or more work on Federal-aid construction projects are required to submit a completed Monthly Employment Utilization Report, OFC Form 1, on a monthly basis. Reports will be sent directly to the NHDOT Office of Federal Compliance no later than the 15th of each month for any such month work is performed. When the 15th falls on a weekend or a holiday, the completed report is due no later than the next business day. Prime Contractors are responsible for the collection and submission of monthly utilization reports for all subcontractors and lower-tier subcontractors.

5. **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, shall be required to take corrective action before participating in future projects funded by the Department. Corrective action shall include, but is 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 NH DOT Office of Federal Compliance. 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 are 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 2.

6. **Right To Withhold Payments.** The Town shall withhold funds claimed by the Contractor, as directed by the NHDOT Office of Federal Compliance, for any of the following:

- 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 NH DOT Office of Federal Compliance Field Audit Report requirements
- d. Failure to comply with monthly reporting requirements, as applicable
- e. Failure to submit OJT 1, On-The-Job Training Acknowledgement and Statement of Intent within 30 days of the project start date
- f. Failure to submit closeout documentation
- g. All other causes that the Department reasonably determines negatively affect the State's interest

7. **Final Payment Release.** Once final project records are transferred to the NH DOT Office of Federal Compliance, 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 Office of Federal Compliance issues a payment release letter (ok to pay) certifying:

- a. All required payrolls, labor, and 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.

6. **Deposits and Escrows:** 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 a *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 7a.
- c) Where the parties are waiting for the outcome of an administrative hearing that has been or will be filed contesting a final determination of wages due. The deposit shall be equal to the amount of wage restitution and liquidated dates, if applicable, that have been determined to be due. Once the final decision is rendered, disbursements from the escrow account are made in accordance with the decision.

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.

TE/CMAQ Program
Construction Proposal

It is proposed:

To execute the Contract and begin work within 10 days from the date specified in the "Notice to Proceed" and to prosecute said work so as to complete the _____ and its appurtenances on or before _____.

To furnish a Contract Bond in the amount of 100 per cent of the Contract award, as security for the construction and completion of the _____ and its appurtenances in accordance with the Plans, Specifications and Contract. The Contractor's attention is called to Section 103.05 of the NHDOT Standard Specifications for road and bridge construction which provides the following guidance: unless specifically waived in the Proposal, upon execution of the Contract, the successful Bidder shall furnish the Agency a surety bond or bonds equal to the sum of the Contract amount. The form of the bond(s) shall be acceptable to the Agency and the bonding Company issuing the bond(s) shall be licensed to transact business in the State of New Hampshire, and....

To certified that the Bidder, in accordance with the requirements of 103.06 and 108.01, intends to sublet, assign, sell, transfer or otherwise dispose of one or more portions of the work and (1) has contacted the appropriate listed disadvantaged businesses and afforded such disadvantaged businesses equal consideration with non-disadvantaged business for all work the Bidder currently proposes to sublet, assign, sell, transfer or otherwise dispose of, (2) may contact additional appropriate disadvantage businesses and will afford such businesses equal consideration with non-disadvantaged businesses for all work the Bidder in the future proposes to sublet, assign, sell, transfer or otherwise dispose of, and (3) will complete enclosed "DISADVANTAGED BUSINESS ENTERPRISE COMMITMENT FORM" and Letters of Intent for each disadvantaged business. The name of the person in the Bidder's organization who has been designated as the liaison officer to administer the disadvantaged business enterprise program is:

(To be completed by the Bidder)

To guarantee all of the work performed under this Contract to be done in accordance with the Specifications and in good and workmanlike manner, and to renew or repair any work which may be rejected, due to defective materials or workmanship, prior to final completion and acceptance of the project.

Enclosed herewith find certified check or bid bond in the amount of _____ dollars (\$ _____), made payable to the Agency as a proposal guarantee which it is understood will be forfeited in the event the Contract is not executed, if awarded by the Agency to the undersigned.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions.

(1). The prospective primary participant certifies to the best of its knowledge and belief, that it and all its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in Paragraph (1) (b) of this certification and (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default. (2). Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Contract Affidavit

I/We declare under penalty of perjury under the laws of the United States and the State of New Hampshire that, in accordance with the provisions of Title 23 USC, Section 112(c), have not either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this Proposal.

Dated: _____

(If a firm or individual)

Signature of Bidder _____

By _____

Address of Bidder _____

Names and Addresses of Members of the Firm:

(If a Corporation)

Signature of Bidder _____

Title _____

By _____

Business Address _____

Incorporated under the laws of the State of _____

Names of Officers:

President _____

Name Address

Secretary _____

Name Address

Treasurer _____

Name Address

**CONSENT OF SURETY COMPANY
TO
FINAL PAYMENT**

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

AGREEMENT DATE: _____

BOND NUMBER: _____

CONTRACT TITLE: _____

To: _____ (Owner)

From: _____ (Contractor)

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

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

Surety Company

Signature of Authorized Representative

Name & Title

Attest: (Seal)

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

CONTRACTOR'S FINAL LIEN WAIVER

(page 1 of 2)

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

CONTRACT TITLE: _____

To: _____ (Owner)

APPLICATION FOR FINAL PAYMENT

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

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

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

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

Amount Unpaid From Previous Application for Payment:
\$ _____

CONTRACTOR'S FINAL LIEN WAIVER

(page 2 of 2)

From: _____ (Contractor)

Authorized Representative Signature

Name and Title (printed)

NOTARY:

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

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

Notary Public: _____

My Commission Expires: _____

CERTIFICATE OF FINAL COMPLETION OF WORK

(page 1 of 2)

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

CONTRACT TITLE: _____

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

FINAL CERTIFICATION OF CONTRACTOR

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

CONTRACTOR

Date

Authorized Representative's Signature

Name & Title

FINAL CERTIFICATION OF ENGINEER

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

ENGINEER

Date

Authorized Representative's Signature

Name & Title

CERTIFICATE OF FINAL COMPLETION OF WORK

(page 2 of 2)

FINAL ACCEPTANCE OF OWNER

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

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

OWNER

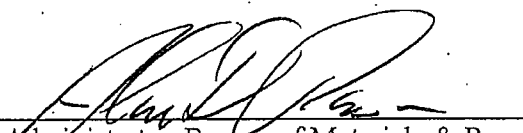
Date

Authorized Representative's Signature

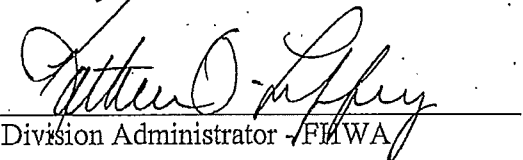
Name & Title

END OF SECTION

**NHDOT Quality Assurance Program for
Municipally Managed Federal-aid Projects**

Submitted by:  11-19-10
Administrator, Bureau of Materials & Research Date

Submitted by:  11-19-10
Municipal Highway Engineer Date

Approved by:  11-24-10
Division Administrator - FHWA Date

NHDOT Quality Assurance Program Municipally Managed Federal-aid Projects

The legislation establishing the Federal-aid Highway program, Title 23 United States Code, requires that Federal-aid projects not on the National Highway System be constructed in accordance with State construction standards (23 U.S.C. 109(p)). The New Hampshire Department of Transportation (NHDOT) has established this quality assurance program to address the materials portion of this requirement for Federal-aid Municipally Managed projects.

This document refers to items by numbers used in the NHDOT Standard Specifications for Road and Bridge Construction and it is intended that Municipally Managed projects use these specifications unless the NHDOT approves an equivalent specification.

It is the policy of NHDOT to provide assurance that the materials and workmanship incorporated into Municipally Managed highway projects conform, or substantially conform, to the requirements of the plans and specifications including approved changes. To accomplish this, the quality assurance program provides for an acceptance program, an independent assurance program, a laboratory qualification program, and a materials certificate as follows:

1. DEFINITIONS

- Acceptance Samples and Tests – All of the samples and tests performed by qualified testing personnel used for determining the quality and acceptability of materials and workmanship which have been or are being incorporated into the project. Acceptance tests determine the conformance of the material to the correct specifications. The results are used to determine acceptance or rejection and may be used to adjust the level of pay for the material.
- Independent Assurance Program – Independent samples and tests, or observation of test procedures, performed by Materials and Research (M&R) personnel who do not normally have direct responsibility for quality control or acceptance sampling and testing. These tests are used for the purpose of making independent checks of the reliability of the results obtained in acceptance sampling and testing and not for determining the quality or acceptability of the materials and workmanship directly.
- Method Specifications - Specifications that direct the contractor to use specified materials in definite proportions and specific types of equipment and methods to place the material. Each step is usually directed by the Municipality.
- QC/QA Specifications - A combination of end result specifications and materials and methods specifications. The contractor is responsible for QC (process control), and the municipality is responsible for acceptance of the product. QA specifications are statistically based specifications that use methods such as random sampling and lot-by-lot testing that let the contractor know if the operations are producing an acceptable product and establish the pay for the item. This program includes sampling and testing requirements for QC/QA hot mix

asphalt and concrete items that use random sampling and testing to determine if specified properties are met and to establish the final pay.

- Quality Control – This constitutes the inspection of equipment and the material sampling and testing done by the Contractor to control his operations.
- Qualified Laboratories – A laboratory that provides calibrated equipment for the required test methods and has been accredited by AASHTO.
- Qualified Sampling and Testing Personnel – For soil and asphalt materials, qualified personnel are those who have been certified in the sampling and testing to be performed by the NorthEast Transportation Training & Certification Program (NETTCP) or a person working under the direct supervision of an NETTCP technician certified in the appropriate test. For concrete materials, qualified personnel are those who have been certified in the concrete sampling and testing to be performed by either the American Concrete Institute (ACI) or the NETTCP or a person working under the direct supervision of an ACI or NETTCP certified technician.
- Verification Tests – Samples tested to verify certified properties.

2. SAMPLING AND TESTING PROGRAM

- When the term Municipality or NHDOT is used, it is understood that an authorized firm working on behalf of the NHDOT or the Municipality may perform the action.
- Administration and coordination of the sampling and testing program is the responsibility of the Municipality. All acceptance sampling and testing shall be the responsibility of the municipality managing the construction project.
- The Municipality shall develop a Quality Assurance Program for each project, based on this document, and submit it to NHDOT for documentation prior to the contractor starting construction work. The program shall include the quantity of each item in the project that requires sampling and testing, the number of acceptance tests required, an anticipated schedule for testing, the name and contact information for the party conducting the acceptance tests, and it shall also indicate sources of materials including production plants for ready mix concrete, hot mix asphalt (HMA), precast concrete, and structural steel. See Appendix A for a sample documentation format.
- The municipality must contact NHDOT when work is planned on any item requiring NHDOT independent assurance sampling and testing. Contact the following individuals two weeks in advance of the start of work to establish communication with NHDOT and to provide contact information for the project and the Town:
 - Soils and Concrete Items – Concrete and Soils Supervisor 271 -1656
 - Asphalt Items – Bituminous Supervisor 271-1663
- All acceptance tests shall be performed by qualified sampling and testing personnel at the site using calibrated equipment or at a qualified laboratory.
- It shall be the responsibility of the municipality to request and verify that the sampling and testing personnel are NETTCP, ACI or PCI certified as appropriate for the tests being performed.

- All equipment used for acceptance testing shall have been calibrated within the period prescribed by the respective AASHTO or ASTM method as demonstrated by documentation.
- All acceptance test reports shall include the test locations to allow further testing, if necessary. The required frequency of testing is as shown in the tables in this document.
- The sampling location of the acceptance testing shall be as shown in the tables contained in this document.
- All Independent Assurance sampling and testing shall be the responsibility of NHDOT. The NHDOT conducts a system-based Independent Assurance Program, meaning that each acceptance tester must participate in at least one IA test per calendar year for each material test performed (see tables). The IA test will be done during or prior to the project work. If an acceptance tester has already participated in an Independent Assurance test for a material property in the current calendar year on another project, then the testing program for a project does not have to include an Independent Assurance test for that property. The acceptance tester must be present when Independent Assurance sampling is performed.
- The municipality shall provide a project materials test summary that includes test designation number, the number of tests performed, the name of the acceptance testers, the testers' certification numbers and date of IA test for each tester for each performed test. See Quality Assurance Program Information sheet. This document will become part of the project final records.
- The Independent Assurance personnel shall make a prompt comparison of test results and thereafter investigate, resolve, and document the source of any discrepancies between the results of the assurance and acceptance tests, which are outside the acceptable deviations. See the table of acceptable deviations in Appendix B.
- HMA quantities of less than 500 tons used on roadways will be accepted by field inspection of the work and certification from the producer that it is a NHDOT approved mix design, that it meets the appropriate NHDOT specification, and that it is from a NHDOT certified hot mix asphalt (HMA) plant. No acceptance sampling and testing is required. The municipality is responsible for obtaining the certifications and the certifications for tack coat and crack sealant.
- All HMA quantities used on trails and sidewalks will be accepted by field inspection of the work and certification from the producer that it is a NHDOT approved mix design, that it meets the appropriate NHDOT specification, and that it is from a NHDOT certified hot mix asphalt (HMA) plant. No acceptance sampling and testing is required. The municipality is responsible for obtaining the certifications.
- All structural concrete mix designs shall be approved NHDOT mix designs and the material shall be produced at a NHDOT approved concrete plant and delivered in NHDOT approved mixing trucks.
- All precast concrete items and structures less than or equal to 20' in span along the centerline of roadway, except full depth deck slabs, will be accepted based on the manufacturer's certification that a NHDOT approved mix design was used, that it meets the appropriate NHDOT specification, and that it is from a NHDOT approved plant. The municipality is responsible for obtaining these certifications.

- All items, except natural materials, not in the Materials Frequency of Sampling and Testing Tables in this document will be accepted either:
 - Based on the contractor's or producer's certification that it meets the appropriate NHDOT specification, or
 - Based on inclusion in the NHDOT Qualified Products List & Certificate of Compliance, whichever is required by Specifications.
 - In addition to the certification, plastic pipe shall be supplied by a National Transportation Products Evaluation Program compliant manufacturer.

It is the responsibility of the municipality to obtain the necessary certifications.

- All natural materials, such as granite, fieldstone, and mulch, not requiring testing or certification in the NHDOT specifications will be accepted based on the municipality's field inspection.
- Contractors are responsible for their own quality control. This includes maintaining production equipment in good working order and all sampling and testing necessary to confirm that all material being produced meets specifications.
- Non-NHDOT laboratories, if used in dispute resolution sampling and testing, shall be accredited in the testing to be performed by the AASHTO Accreditation Program.
- The municipality shall prepare a Materials Certificate and submit it to the NHDOT for each Federal-aid municipally-managed construction project (See Appendix C for sample Certificate).

Frequency of Sampling & Testing – Soil Items Method Specifications

Item	Description	Property	Test Method	Test Location & Frequency	
				Acceptance	Independent Assurance
203	Embankment	Compaction	AASHTO T191, AASHTO T310, or Test Strip	In place 1/2,000 CY	*
209	Granular Backfill, Bridge	Compaction	AASHTO T191, AASHTO T310, or Test Strip	In Place 2/Abutment or Substructure Location	*
		Gradation	AASHTO T27	In Place 1/Structure/Source	None Required
304.1 through 304.6	Select Materials	Compaction	AASHTO T191, AASHTO T310, or Test Strip	In Place 1/1,200 CY	*
		Gradation	AASHTO T27	In Place 1/4,000 CY	*
		Wear	AASHTO T 96, Grading A	1/Source	None Required
306	Reclaimed Stabilized Base	Compaction	Control Strip	In Place 1/2,000 SY	*
		Gradation	AASHTO T27	In Place 1/4,000 SY	*
508	Structural Fill	Compaction	AASHTO T191 or AASHTO T310	In Place 1/Two Lifts/ Location	*
		Gradation	AASHTO T27	In Place 1/Structure/Source	None Required

* Except if completed on another project during the current calendar year, the materials program for a project must include the acceptance tester's participation in one Independent Assurance test for each material test performed.

**Frequency of Sampling & Testing
Asphalt Items, Method Specification**

Item	Description	Property	Test Method	Test Location and Frequency		
				Acceptance	Independent Assurance	Verification Test**
403	Asphalt Cement HMA > 500 Tons Placed on Roadway*	Relevant AASHTO	AASHTO M320		None Required	Asphalt Plant 1/Project
	HMA > 500 Ton Quantity Placed on Roadway*	Compaction	AASHTO T166	In Place 2 Cores/ Lane Mile	None Required	
		Gradation	AASHTO T30 and T164	At Plant 1/750 Tons	***	
		Asphalt Content	AASHTO T164	At Plant 1/750 Tons	***	
	Emulsified Asphalt	Relevant AASHTO	AASHTO M320		None Required	Asphalt Plant 1/Project
410	Tack Coat	Relevant AASHTO	Certification		None Required	
413	Crack Sealant	Relevant AASHTO	Certification		None Required	

* If the project HMA method specification quantity placed on a roadway is ≤ 500 tons, then the AC content and HMA are accepted by certification. If the HMA method specification quantity is not used on a roadway, then the AC content and HMA are accepted by certification.

** The municipality shall take samples and furnish them to the NHDOT laboratory in Concord for testing

*** Except if completed on another project during the current calendar year, the materials program for a project must include the acceptance tester's participation in one Independent Assurance test for each material test performed.

**Frequency of Sampling & Testing
Concrete Items, Method Specifications**

Item	Description	Property	Test Method	Test Location and Frequency	
				Acceptance	Independent Assurance*
520, 608, 615, 616	Structural Concrete, All Classes	Strength	AASHTO T22 & T23	2/200 CY Min. 2/Placement	From Any Class
		Air Content	AASHTO T152	1/50 CY	From Any Class
		Slump	AASHTO T119	1/50 Cy	From Any Class
All	Non- Stressed Precast ≤ 20' Span	Strength	AASHTO T22 & T23	None Required Accepted by Certification	None Required
		Air Content	AASHTO T152		
		Slump	AASHTO T119		
All	Precast > 20' Span & All Deck Slabs & Prestressed Precast	Strength	AASHTO T22 & 23	2/Member, Bed, or Lot	None Required
		Air Content	AASHTO T152	1/Member, Bed, or Lot	None Required
		Slump	AASHTO T119	1/Member, Bed, or Lot	None Required
	Deck Slabs & Prestressed Precast Items	Rapid Chloride Permeability	AASHTO T277	1/Member, Bed, or Lot	None required

*Except if completed on another project during the current calendar year, the materials program for a project must include the acceptance tester's participation in one Independent Assurance test for each material test performed.

Structural Steel Inspection

Item	Description	Structural Steel Fabrication Inspection
550	Structural Steel	An inspection program shall be developed and implemented that includes all the provisions in the current section 550 of the NHDOT Standard Specifications for Road and Bridge Construction pertaining to shop inspection and non-destructive testing of welds.

**Frequency of Sampling & Testing
Asphalt & Concrete Items, QC/QA Specifications**

Item	Description	Property	Test Method	Test Location and Frequency		
				Acceptance	Independent Assurance	Verification Test*
403	Asphalt Cement	Relevant AASHTO	AASHTO M320		None Required	Asphalt Plant 1/Project
	QC/QA HMA	Compaction	AASHTO T166	In Place 1 Core/750 Tons	None Required	
		Gradation	AASHTO T30 & T164	In Place 1/750 Tons	**	
		Asphalt Content	AASHTO T164	In Place 1/750 Tons	**	
520	QC/QA Structural Concrete Class A	Strength	AASHTO T22 & T23	Minimum 3 Tests/Lot, 50 CY Maximum Sublot	None Required	
		Air Content	AASHTO T152		From Any Class	
		Rapid Chloride Permeability	AASHTO T277		None Required	
	QC/QA Structural Concrete Class AA	Strength	AASHTO T22 & T23	Minimum 3 Tests/Lot, 50 CY Maximum Sublot	From Any Class	
		Air Content	AASHTO T152		From Any Class	
		W/C Ratio	NHDOT Microwave		From Any Class	
		Rapid Chloride Permeability	AASHTO T277		None Required	
	Fine & Coarse Aggregate	Gradation	AASHTO T27	None Required	*	

* The municipality shall take samples and furnish them to the NHDOT laboratory in Concord for testing

** Except if completed on another project during the current calendar year, the materials program for a project must include the acceptance tester's participation in one Independent Assurance test for each material test performed.

Quality Assurance Program Information

At the beginning of project, submit to:

NHDOT Bureau of Materials & Research

P.O. Box 483, 5 Hazen Drive

Concord, NH 03302-0483

ATTN: Chief of Materials Technology

<http://www.nh.gov/dot/org/projectdevelopment/materials/index.htm>

Project Name & Number:			
Project Description:			
Construction Schedule:			
Contact Information:			
Municipal:		Phone:	
Project Manager:		Phone:	
Testing Firm:		Phone:	
Material Suppliers:			
Redi-mix Concrete:		Phone:	
Precast Concrete:		Phone:	
Hot Mix Asphalt:		Phone:	
Project Materials Test Summary:			
Complete during the project and submitted to NHDOT Materials & Research at completion.			
	Total Project Quantity	Acceptance Test Method & Required No.	Name of Acceptance Tester
Redi-mix Concrete:			IA Test Dates from This or Other Project
Precast Concrete:			
Hot Mix Asphalt:			
Select Bases:			

Appendix B
Independent Assurance / Acceptance Test
Acceptable Deviations

Type of Test	% Deviation
Sieve Analysis – All Items #4 (4.75mm) Sieve and Larger	± 5%
Smaller than #4 (4.75mm) Sieve (Sand Portion)	± 4%
Compaction testing – All Items	± 2.5%
Bituminous Mix Evaluation #4 (4.75) Sieve to ¾"	± 3%
Smaller than #4 (4.75mm) Sieve (Total Sample)	± 2%
Asphalt Content	± 0.4%
Portland Cement Concrete	
Air Content	± 0.8%
Water/Cement	0.03

Appendix C

**Sample Materials Certification for
Municipally Managed NHDOT Project**

Date:

Project Name & Number:

This is to certify that:

The results of the tests used in the acceptance program indicate that the materials incorporated in the construction work, and the construction operations controlled by the sampling and testing, were in conformity with the approved plans and specifications. Exceptions to the above statement are explained in the attachment to this certification.

Duly Authorized Municipal Official

Date

Resident Engineer

Date